

**PINEY-Z COMMUNITY
DEVELOPMENT DISTRICT**

MARCH 9, 2015

AGENDA PACKAGE

Piney-Z Community Development District
Severn Trent Services, Management Services Division
210 North University Drive, Suite 702 • Coral Springs, Florida 33071
Telephone: (954) 753-5841 • Fax: (954) 345-1292

March 2, 2015

Board of Supervisors
Piney-Z Community Development District

Dear Board Members:

On Monday, March 9, 2015 the Board of Supervisors of the Piney-Z Community Development District will hold a workshop from 3:30 p.m. to 5:30 p.m. followed by a regular meeting at 6:30 p.m. at the Piney-Z Plantation Lodge, 950 Piney-Z Plantation Road, Tallahassee, Florida. Following is the advance agenda for the workshop and meeting:

Workshop: 3:30 p.m. - 5:30 p.m.

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Audience Comments**
- 4. Discussion Topics**
 - A. CDD Website**
 - B. Rule Change**
 - C. Legal**
 - D. Consultant**
- 5. Adjournment**

Regular Meeting 6:30 p.m.

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Audience Comments**
- 4. Presentations**
 - A. Consulting Proposal - Presentation by Melinda J. Parker
- 5. Organizational Matters**
 - A. Ratification of Engagement with Maureen McCarthy Daughton, LLC
 - B. Resolution 2015-2 Authorizing and Approving Change of Designated Registered Office
- 6. Approval of the Minutes of the February 9, 2015 Workshop and Regular Meeting**
- 7. Acceptance of the January 2015 Financial Statements and Approval of the Check Register and Invoices**
- 8. District Manager's Report**
- 9. Amenities Manager's Report**
 - A. Piney-Z CDD Amenities and Management (Fitness Center, Lodge, Pavilion, Playground, Pool, Grounds, Staffing and Administrative)
 - B. Remulch Playground
 - C. Swale in Back of Property

- D. Access Control, Security & Video Surveillance
 - i. Pool Gates
 - ii. Emergency Phone at Pool
 - iii. Offline Door Locks for Lodge and Pavilion Bathrooms
 - iv. Security Cameras and Backup

10. Consideration / Approval of Notice of Proposed Rule Development

11. District Attorney's Updates and Discussions

- A. Amenities Manager Employment Agreement
- B. Proposed Sexual Harassment Policy
- C. Outline Timeframe and Schedule for Rule Change

12. Business Matters

- A. Policy Changes
- B. Alan Cox Aquatics Agreement
- C. Pool Season Preparation (Opens Saturday, April 18th)
 - i. Adult Swim Discussion and Waiver
 - ii. Insurance Coverage
 - iii. Lifeguard Uniforms
 - iv. Additional Pool Expenses Approval
- D. Future Workshop Agenda Topics
- E. Consultant
- F. Office Manager & Staff Position
 - i. Approval to Hire Permanent Office Manager Position (# of hours, hourly rate, role)
- G. Amenities Manager Spending Authority
- H. CDD Website
- I. Meetings Topic Calendar

13. Supervisor Requests

- A. Communication (Supervisor Didier)

14. Adjournment

Enclosed for your review is a copy of the minutes of the February 9, 2015 workshop and regular meeting and the January 2015 financials.

Any additional supporting material for the items listed above is enclosed or will be distributed at the meeting. The balance of the agenda is routine in nature. If you have any questions, please give me a call at (904) 940-6044, extension 40592.

Sincerely,

Janice Eggleton Davis/ms
District Manager

cc: Maureen Daughton
Pati Lytle

Bob Reid
Brett Sealy

David Bailey
Claudia Vaccaro

WORKSHOP

Fourth Order of Business

4A.

Develop and Maintain an Official Website

By October 1, 2015, or by the end of the first full fiscal year after its creation, each special district must maintain an official website and must submit its website address to the Special District Accountability Program.

- Independent special districts must maintain a separate website
- Dependent special districts:
 - must be preeminently displayed on the home page of its local general-purpose government's website or,
 - maintain its own website

Website Content Requirements

Suggestion - Consider using "Required Reporting of Information" for the header, link, and / or page title for posting the following information:

1. **General Information:**
 - a. Full legal name (as cited in creation document)
 - b. Public purpose
 - c. Boundaries / service area (a map may be useful)
 - d. Services provided
 - e. Charter / creation document (Community development districts may reference [Chapter 190, Florida Statutes - Community Development Districts](#), as the uniform charter, but must include information relating to any grant of special powers)
 - f. Statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Suggest including [Chapter 189, Florida Statutes - Uniform Special District Accountability Act](#)
 - g. Date established (effective date of creation document)
 - h. Establishing entity (legislature, county(ies), municipality(ies), or Governor and Cabinet)
2. **Contact Information:**
 - a. Mailing address
 - b. e-mail
 - c. Telephone number
 - d. Website address

- e. Registered agent / registered office (name and address of registered agent on file with the Special District Accountability Program)
- f. For each governing body member:
 - i. Name
 - ii. Address
 - iii. e-mail
 - iv. Term
 - v. If applicable, the appointing authority (county, municipality, Governor, etc.)

3. **Revenue Information:**

- a. Taxes, fees, assessments, or charges imposed and collected
- b. Rates or amounts for the current fiscal year
- c. Statutory authority for the levy of the tax, fee, assessment, or charge

4. **General Financial Information:**

- a. Fiscal year period (most special districts use October 1 – September 30. Some housing authorities use January 1 - December 31, April 1 - March 30, and July 1 - June 30)
- b. Tentative budget (post at least two days before the budget hearing, held pursuant to [Section 200.065, Florida Statutes, Method of fixing millage](#) or other law, to consider such budget)
- c. Final adopted budget (post within 30 days after adoption)
- d. Budget amendments, if applicable
- e. A link to the following page on the Department of Financial Services website so the public can view the special district's Annual Financial Report: <https://apps.fldfs.com/LocalGov/Reports/> (per [Section 218.32\(1\)\(g\), Florida Statutes - Annual financial reports; local governmental entities](#))
- f. If required, the final, complete audit report for the most recent completed fiscal year, and audit reports required by law or authorized by the governing body of the special district

5. **Ethics**

- a. Code of Ethics, if adopted
- b. A link to generally applicable ethics provisions (visit the [Florida Commission on Ethics](#) website and select "Ethics Laws")

6. **If applicable, the following information required by [Section 112.664, Florida Statutes - Reporting standards for defined benefit retirement plans or systems](#)**

- a. The annual financial statements (for more information, see [Additional Actuarial Disclosures](#)) using prescribed mortality table (RP-2000 Combined Healthy Participant Mortality Tables, by gender, with generational projection by Scale AA)
- b. The annual financial statements similar to those required above but which use an assumed rate of return on investments and an assumed discount rate that are equal to 200 basis points less than the plan's assumed rate of return
- c. Information indicating the number of months or years for which the current market value of assets are adequate to sustain the payment of expected retirement benefits as determined in the plan's latest valuation and under the financial statements prepared pursuant to (a) and (b) above
- d. Information indicating the recommended contributions to the plan based on the plan's latest valuation, and the contributions necessary to fund the plan based on financial statements prepared pursuant to (a) and (b) above, stated as an annual dollar value and a percentage of valuation payroll
- e. The funded ratio of the system or plan as determined in the most recent actuarial valuation as part of the disclosure
- f. The plan's most recent financial statement and actuarial valuation, including a link to the Department of Management Services, Division of Retirement [Actuarial Summary Fact Sheet](#) for that plan
- g. For the previous five years, beginning with 2013, a side-by-side comparison of the plan's assumed rate of return compared to the actual rate of return, as well as the percentages of cash, equity, bond, and alternative investments in the plan portfolio
- h. Any charts and graphs of the data provided above presented in a standardized, user-friendly, and easily interpretable format as prescribed by the Department of Management Services
- i. Note: For more information about retirement related website requirements, please see [Additional Information - Department of Management Services, Division of Retirement Contact \(Local Retirement\)](#)

4B.



PineyZ CDD Office Manager <cddofcmgr@pineyzcdd.com>

RE: Amenity rules

1 message

Maureen Daughton <mداughton@mmd-lawfirm.com>

Thu, Feb 12, 2015 at 2:38 PM

To: PineyZ CDD Office Manager <cddofcmgr@pineyzcdd.com>

Cc: PineyZ CDD Property Manager <cddmanager@pineyzcdd.com>, "Janice Davis (Janice.Davis@stservices.com)" <Janice.Davis@stservices.com>

The Budget hearing has its own rules and requirements and it not under the Chapter 120, actually that is governed by section 197.3632(4)(a) and (b), fla stat.

I am not following your first question. If you have a "rule" which establishes fees and you state that the District has the authority to increase fees by a certain percentage annually, I think you would need a rule hearing to implement/impose that percentage.

I suppose you could have some language that says the fee *shall increase a certain percentage annually* but the fee has to be based on something and it is difficult to forecast, I would think you might make yourself vulnerable to a challenge that such an increase is arbitrary and capricious. (see Section 120.52 (8)(e). *I might be able to envision this if the rate was to increase by "no more than "x" percent per year* but I would still advocate for having a public hearing before it took effect.

Hope this is helping.

Maureen

From: PineyZ CDD Office Manager [mailto:cddofcmgr@pineyzcdd.com]**Sent:** Thursday, February 12, 2015 2:14 PM**To:** Maureen Daughton**Cc:** PineyZ CDD Property Manager**Subject:** Re: Amenity rules

So we could add additional language to the current rule (with current established fees), that the district has the authority to increase fees as needed each year, by a certain percentage? Would a hearing be necessary on that?

I still don't understand how the rule on passholder fees has no dollar value and is tied to the highest CDD assessment for each year. Does the budget hearing qualify as the public hearing for increasing that rate if the board decides to increase assessments?

Give us a day to read the language on the statutes you noted so that if we have other questions, we can kind of handle everything at one time.

Pati Lytle

Office Manager

Piney-Z Community Development District

cddofcmgr@pineyzcdd.com

Phone: 850.656.4007

Fax: 850.656.4008

On Thu, Feb 12, 2015 at 1:56 PM, Maureen Daughton <mداughton@mmd-lawfirm.com> wrote:

In terms of what has to be in a rule, look at section 120.54, Florida statutes. The basic rule in drafting a "rule" is that each shall only contain one subject; rules shall be drafted in "readable" language, which is defined as avoiding using obscure language and/or technical language only understood by certain members of a group/profession.

In addition under 120.54 (i)1. a rule *may incorporate material by reference* but only as the material exists on the date the rule is adopted. For purposes of the rule, changes in the material (i.e. change in rate) are not effective unless the rule is amended to incorporate the change. *So you have to amend the rule with any change to the rate.*

Pati there is not a specific statute that says you must put the dollar amount in the proposed rule but I would recommend doing so under the auspices of 190.035 (2), which generally provides notice of the rates so that people have an opportunity to be heard on those rates.

I can call you and David in about 15 minutes, okay?

Maureen

From: PineyZ CDD Office Manager [mailto:cddofcmgr@pineyzcdd.com]
Sent: Thursday, February 12, 2015 11:58 AM
To: Maureen Daughton
Cc: Janice Davis (Janice.Davis@stservices.com); PineyZ CDD Property Manager
Subject: Re: Amenity rules

The question in 1.1 is whether we could decide to rent all amenities to our residents and passholders, but choose not to rent to pool to "outsiders" if we only choose to rent the lodge and pavilion to non-residents/non-

passholders.... clear as mud?

but you did answer another question that I had not included - about whether we can charge more to non-residents - you had previously said you didn't think we would be able to do that, so that is an answer we are happy with.

Can you tell me where we need to look in the statutes or administrative code regarding having to include actual dollar values in the rules?

What other items (sections) did you think we should take out over and above what has already been removed?

Where does it tell us exactly what has to be in a rule?

Thanks

Pati Lytle

Office Manager

Piney-Z Community Development District

cddofcmgr@pineyzcdd.com

Phone: 850.656.4007

Fax: 850.656.4008

On Wed, Feb 11, 2015 at 6:02 PM, Maureen Daughton <mdaughton@mmd-lawfirm.com> wrote:

Pati and David,

If the question on 1.1 is can we rent either the pool or the Lodge the answer is yes if that is the will of the Board. I have a suspicion that your question is can you charge separate fees to residents and those living outside the CDD to rent the "pool" for example, for a private event. I can find nothing prohibiting you from doing that., thus my opinion is that **you can charge separate fees for the rental to those separate categories of people.**

However that must be fully vetted with the community in terms of whether you should do that.

Much of the information that you are still leaving "in the rule" to me is better in a policy. *I do however think you must state the amounts you will be charging in the rule and can't just reference the policy.*

If it is helpful at this juncture I can prepare a draft notice dealing with that issue, understanding that we may be including other things.

Janice, Please feel free to chime in. I thought at one point you had raised a question about this being considered as income to the District.

Thanks,

Maureen

From: PineyZ CDD Office Manager [mailto:cddofcmgr@pineyzcdd.com]

Sent: Wednesday, February 11, 2015 2:40 PM

To: Maureen Daughton

Subject: Amenity rules

this was our edited copy of suggested language

Pati Lytle

Office Manager

Piney-Z Community Development District

cddofcmgr@pineyzcdd.com

Phone: 850.656.4007

Fax: 850.656.4008

Regular Meeting

Fourth Order of Business

4A.

MEMORANDUM

TO: Joe Didier, Chairman
Cheryl Hudson
Richard Kessler
Michael Lee
Ann Pincus

FROM: Melinda J. Parker

RE: Proposed Consulting Agreement for
Board of Supervisors, Piney-Z Community
Development District

DATE: March 9, 2015

ATTACHMENT: 1

Attached you will find a preliminary consulting agreement proposal, prepared as a result of an initial discussion with former Chairman Lee, and subsequent discussions with Chairman Didier.

As I mentioned at the conclusion of your February 9, 2015 workshop, I had developed, in preparation for my interview for the Amenities Manager position, a list of issues which I felt should be addressed by the CDD board and staff. Based on that interview and those issues I was asked whether I would be interested in working with the board on a consulting basis; indeed, I am.

I look forward to speaking with you at your March 9, 2015 workshop. Should you have questions prior to that time, please feel free to call me at (850) 878-7675.

Thank you.

MEMORANDUM

TO: Joe Didier, Chairman
Cheryl Hudson
Richard Kessler
Michael Lee
Ann Pincus

FROM: Melinda J. Parker

RE: Proposed Consulting Agreement for
Board of Supervisors, Piney-Z Community
Development District

DATE: March 9, 2015

I very much appreciate the opportunity to submit this proposal to consult with the Board of Supervisors of the Piney-Z Community Development District.

Goals and Objectives

Off-site management, rotating supervisors and the time constraints imposed by various components of the Sunshine Law converge to make your service to the CDD far more difficult, time-consuming and, ultimately, expensive than is either necessary or desirable. As we move closer to bond pay-off, and the opportunity to control more closely our own destiny, now is the time to begin considering the best way to operate in the years ahead, and to develop a solid foundation upon which to move forward, no matter which way forward is chosen.

We must determine the best possible use of our primary source of amenity income, the lodge. We must create what I call an in-house institutional memory, to enable us to look forward far more often than we look back,

Memorandum to Board of Supervisors
March 9, 2015

which is now so often necessary due to seeming knowledge gaps on-site and “at the time.” We must organize our processes, ratchet down legal fees, increase our income, decrease our liability and respond proactively rather than reactively to the multitude of issues which arise in the course of each year.

At this point it appears that the board is often held hostage by lack of information, timely provided and easily accessible. Were the foundation on-site better laid and informed, I know the time required of each of you would be greatly reduced. There is, for example, little reason why a supervisor should be drawn in to a simple contractual process until said contract is ready to be signed and sealed. Wherever possible, we should be using **our** contract, with **our** language, approved **once** by our attorney. In addition we must have inspected and serviced regularly major building components, to ensure that repairs and maintenance are done prior to minor inconveniences becoming major problems, financially and otherwise.

Experience has taught that the best way to run a successful organization is to be highly organized, knowing what you have in hand, what it means and where to find it. I believe I am well positioned to provide the support and know-how which will result in better use of supervisor time, better pre-planning, more expeditious consideration of agenda items, shorter meeting times, lower legal fees, greater amenity income and, more important, a solid sense that you know where we have been, where we are now and how best to get to where we are going. A solid foundation with a well-organized history; let’s not fight the same battles over and over again.

Qualifications

As a 12-year homeowner in Piney-Z, former state and federal government employee, former president of a real estate development and management firm and current consultant, primarily in the fields of management and communications, I believe I am well positioned to identify many of the issues and challenges faced by the CDD. I am eager to work with you to implement recommendations for change which will ensure that we move

Memorandum to Board of Supervisors
March 9, 2015

in to the next phase of governance and management prepared to ensure that Piney-Z remains an attractive place to live with a plan in place which will enable us to continue on a solid financial footing.

Since developing my list of concerns back in December, I imagine that some of what I suggest is already in process. Other items may well arise in the weeks and months ahead and, with your approval at the time, I will be pleased to work with you and your staff to address additional areas of concern.

As to methodology, I will review the documents described, speak with current and former board members, as necessary, consult with CDD staff, individuals such as Fred Crawford (Florida Association of Special Districts), Jack Gaskins (Florida Department of Economic Opportunity) and the city's CDD expert, and contact/meet with/speak with any other persons who can provide information necessary to address those issues which are the subject of this proposal.

The work I recommend be done, with deliverables, cost and time required stated, appear below. Some tasks should, I believe, be undertaken concurrently which may, of necessity, alter the time frames initially stated. I anticipate that a major portion of my work can be done in my home office. During time necessarily spent in the CDD office, I will work as independently as possible. Save for potential out of city travel, and a determination that an extraordinary amount of an office supply (notebooks, file folders) is required, I anticipate covering all expenses in the agreed-upon fee.

Scope of Work, Part I/Amenities

- Review current STS **operating agreement**. Ensure costs are broken out by *activity/responsibility*. Develop simple summary for daily use.
- Review all files. Organize to extent possible by amenity. Develop list of all **files**. Develop single action history detail for each of the amenities. Develop timetable for future action required, and incorporate in follow-up system referenced below.
- Review standard rental agreement currently in use. Ensure that necessary language relative to liability, indemnity, insurance, etc. is contained therein.
- Develop written procedure with respect to contract review and approval. Include minimum insurance coverages required to work on CDD property, and include same in all RFPs. Include provision regarding “best and final” and “can you/will you meet this bid”? Ensure compliance with state regulations.
- Develop procedure to encourage residents to bid on contract work
- Create and advertise services board/book in lodge. Include invitation to participate in newsletter. Develop standard form for same.
- Review **Rules**, with eye towards amending/deleting at one time. Develop list of recommendations for board.
- Develop formal follow-up system
- Determine that amenities are receiving any and all tax benefits due as a result of government status, despite the fact that they are income-producing

Deliverables

As stated, above

Time and Cost

I anticipate completing this work in six weeks, at a cost not to exceed \$2,650.

Scope of Work, Part II/Housekeeping

- Ensure that basic, transitional and ongoing issues of **housekeeping** have been addressed:
 - Locks changed? Complete listing of who has keys.
 - Conduct complete office inventory. Develop procedure for disposal of inventory items.
 - Audit funds on hand locally. Procedure? Use of gift card?
 - Emergency procedures in place? Amend if required.
 - FOB registry up to date? Rules signed? Written procedure?
 - Develop current organization chart
 - Establish formal follow-up system
 - Create/review month by month detail of actions to be taken, by board and staff
 - Establish system and goals for expanding email base
- Develop standard **services contract** language vis a vis liability, indemnity, insurance, etc. Use for all on-site work. Have it reviewed, **once**, by attorney. (Do not use vendor contract unless absolutely necessary).
- Develop job descriptions for all current and possible future **personnel**. Include measurables and performance review process. Have them reviewed by attorney, **once**.
- Develop standard personnel procedures
- Review and standardize minimum **insurance** coverages for vendors
- Review Piney-Z insurance coverages, including board indemnity, employee theft, liability, etc.

Deliverables

As stated, above

Time and Cost

I anticipate completing this work in four weeks, at a cost not to exceed \$1,990.

Scope of Work, Part III/State Rules and Regulations

- Read statute, **Chapter 190 (CDDs)**, as amended, in its entirety. Summarize, for current and future use, by all staff and boards. Index.
- Read and summarize for board and staff statutes regarding public pools
- Read and summarize for board and staff Florida Sunshine Law, as it applies specifically to a CDD

Deliverables

As stated, above

Time and Cost

I anticipate completing this work in one week, at a cost not to exceed \$320.

Scope of Work, Part IV/Going Forward

- Arrange for inspection of all assets to ensure necessary improvements are, where possible, completed prior to 2019. (Is sidewalk issue with the city settled?). Summarize for board.
- Determine and detail advantages and disadvantages of long-term CDD governance. Collections? Liability? Summarize findings for board.
- Expand marketing program to determine best, most profitable use of the amenities. Consider soliciting:
 - Estate sales
 - Baby showers
 - Birthday parties
 - Service club meetings
 - Pool parties
 - Realtors, to explain amenities
 - Avon and Tupperware partiesReview fee schedule to increase use by smaller groups.
- Review **RECORD OF PROCEEDINGS OF THE PINEY Z COMMUNITY DEVELOPMENT DISTRICT**. Summarize and index for ease of reference. Determine ultimate ownership thereof.
- Begin consideration of steps necessary to move towards joint CDD/HOA operations, to the extent legally possible. Jointly fund an office staff, if appropriate. Summarize findings and recommendations on this and following two items, below, for board.
- Take advantage of rule stipulating that secretary and treasurer of the CDD board need NOT be supervisors.
- Take advantage of rule stipulating that committee members of board committees need NOT be board members.
- Begin process of informing residents that bond payoff is not the end of CDD payments. Draft statement/notice to be published/distributed at appropriate time.

Deliverables

As stated, above

Time and Cost

I anticipate completing this work in five weeks, at a cost not to exceed \$2,370. Out of city travel would increase this cost by the cost of the actual time required to travel. I would clear in advance the anticipated final cost.

Fifth Order of Business

5A.

Maureen McCarthy Daughton, LLC

MMD LAW

Maureen McCarthy Daughton, LLC:
1725 Capital Circle NE, Suite 304
Tallahassee, FL 32308

T: (850) 345-8251

Mdaughton@mmd-lawfirm.com
www.mmd-lawfirm.com

February 20, 2015

Piney-Z Community Development District
950 Piney-Z Plantation Rd.
Tallahassee, FL 32311

Re: Proposed Engagement

Dear Chairman Didier,

This correspondence contains the terms under which **Piney-Z Community Development District**(" hereinafter "client"), does hereby retain and employ **Maureen McCarthy Daughton, LLC**, (the "law firm") to represent the client as its District counsel.

The terms of this representation are as follows.

1. The client agrees to pay all attorney's fees and costs incurred. Attorneys' fees records will be computed on an hourly basis (6 minute increments) for time that is devoted to this representation. Our fee for services provided by lawyers of the firm for this matter is \$175.00 per hour. The law firm will keep the client informed of the time devoted to its representation.
2. The hourly rate shall include, but is not limited to, attendance at monthly meetings, phone conferences, electronic mail transmissions, drafting documents and pleadings, legal research, discovery matters, attending depositions, hearings and trials and any other activity reasonably related and necessary to the scope of the law firm's representation.
3. Client shall provide payment in full for all attorneys' fees incurred by the law firm on a monthly basis, upon receipt of a reasonably detailed statement outlining legal fees and costs. Payment is appreciated upon receipt but is due within thirty (30) days.
4. The client agrees to pay all costs and expenses incurred by the law firm for this representation. The law firm is authorized to pay and incur expenses on behalf of the client. Routine costs include, but are not limited to, photocopies, to the extent

necessary, out of town travel expenses, postage and other expenses reasonably required for the representation.

5. In the event there arises a dispute between the client and the law firm regarding attorney fees and cost incurred during the representation, the client and the law firm mutually agree to submit to arbitration their controversy concerning legal fees and cost charged by the law firm. The parties have thereby authorized a duly appointed arbitration panel of the Florida Bar to act as arbitrator(s) and to proceed to hear any such dispute pursuant to the Supreme Court Rule regulating The Florida Bar-Chapter 14(Fee Arbitration Rule), Rules of Procedure a fee arbitration proceeding and Chapter 682, Florida Statutes. The members of the Arbitration Panel shall be vested with all the powers and shall assume all the duties granted and imposed upon Arbitrators by Florida law. The parties also agree that judgment may be entered on the award in any Court of competent Jurisdiction in the State of Florida and, therefore, any award shall be binding.

6. Client agrees to cooperate fully and honestly with the law firm in terms of requests for information and any and all factual information presented to ensure competent representation.

7. The term of this engagement is from February 10th through September 30th, 2015.

8. The client shall have the right to terminate the representation of the law firm at any time. In the event of such termination, the client shall pay the law firm for fees and costs incurred through the date of such termination. The law firm shall have the right to withdraw from the representation at any time.

9. The law firm agrees that the only persons able to direct the law firm are members of the Board of Supervisors and/or the CDD amenities manager. Requests received from third parties must be directed to the CDD amenities manager.

10. The law firm acknowledges that the client is subject to the Florida Public Records Act and will take all steps necessary to ensure compliance.

On behalf of the Firm, we appreciate your consideration of allowing us to represent you in this matter.

Sincerely,

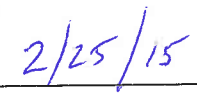
Maureen M. Daughton

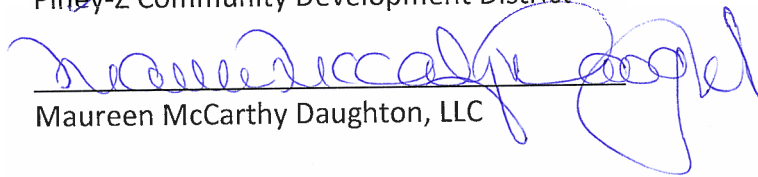
Maureen M. Daughton

The client has read and fully understands the terms of this representation. The client's execution below is voluntary and acknowledges that he or she has full authority to enter into this agreement on behalf of the client.

Read, Approved and Accepted on this 25 day of February 2015.


Piney-Z Community Development District


Date


Maureen McCarthy Daughton, LLC


Date

5B.

RESOLUTION 2015-2

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PINEY-Z COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND APPROVING CHANGE OF DESIGNATED REGISTERED OFFICE.

WHEREAS, the Piney-Z Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Tallahassee, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of records keeping and accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.416(1), Florida Statutes; and

WHEREAS, the District wishes to change the registered office of its designated registered agent.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PINEY-Z COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Maureen McCarthy Daughton of Maureen McCarthy Daughton, LLC is the designated Registered Agent of the Piney-Z Community Development District.

Section 2. The District’s Registered Office shall be located at 1725 Capital Circle, NE, STE 304, Tallahassee, Florida 32308.

Section 3. In accordance with Section 189.416, Florida Statutes, the District’s Secretary is hereby directed to file copies of this resolution with the City of Tallahassee, and the Florida Department of Economic Opportunity.

Section 4. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF MARCH, 2015.

ATTEST:

**PINEY-Z COMMUNITY
DEVELOPMENT DISTRICT**

Janice Eggleton Davis
Secretary

Joe Didier
Chairman

Sixth Order of Business

MINUTES OF WORKSHOP PINEY-Z COMMUNITY DEVELOPMENT DISTRICT

A workshop of the Board of Supervisors of the Piney-Z Community Development District was held on Monday, February 9, 2015 at 3:30 p.m. at the Piney-Z Plantation Lodge, 950 Piney-Z Plantation Road, Tallahassee, Florida.

Present:

Joe Didier
Richard Kessler
Michael Lee
Cheryl Hudson
Ann Pincus

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

David Bailey
Pati Lytle
Residents

Amenities Manager
Office Manager

The following is a summary of the discussions at February 9, 2015 Piney-Z Community Development District Board of Supervisors Workshop.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Didier called the workshop to order.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was led by Supervisor Kessler.

THIRD ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Discussion Topics

A. Drainage and Sewage

- Mr. Bailey addressed the solutions to the drainage and sewage issues.
 - The hookup to the sewer will cost \$11,066.
 - Quotes are needed for the dry river bed.

B. Pool and Adult Swim

- Proposal for scuba lessons - no scheduling conflicts.
- Saltwater conversion.
- Alan Cox Aquatics agreement was reviewed.
 - Pool liability coverage.
 - Swim lessons and camp days.
- Adult swim.

C. Rule Changes

- Rules were reviewed.
 - Policies versus rules.
 - Page number, formatting, version.

D. Assistant Treasurer and Supervisor Roles

- Co-Treasurer Role and Responsibilities.
 - Priorities - sign-off on payroll, sign-off on petty cash and checks.
- Working more effectively.

E. Assistant Manager and Consultant

- An assistant manager was discussed.

F. CDD Website (Deadline by October 1, 2015)

- Information provide in the agenda package.

G. Security

- No major updates.

*** Melinda Parker - Consultant**

- Provided a list of items she would look into.
- Discussion followed on hiring a consultant.

FIFTH ORDER OF BUSINESS

Adjournment

There being nothing further, the workshop was adjourned.

**MINUTES OF MEETING
PINEY-Z COMMUNITY DEVELOPMENT DISTRICT**

A regular meeting of the Board of Supervisors of the Piney-Z Community Development District was held on Monday, February 9, 2015 at 6:30 p.m. at the Piney-Z Plantation Lodge, 950 Piney-Z Plantation Road, Tallahassee, Florida.

Present and constituting a quorum were:

Joe Didier	Chairman
Richard Kessler	Vice Chairman
Michael Lee	Assistant Secretary
Cheryl Hudson	Assistant Secretary
Ann Pincus	Assistant Secretary

Also present were:

Janice Eggleton Davis	District Manager/Secretary
David Bailey	Amenities Manager
Pati Lytle	Office Manager
Fred Crawford	Florida Assoc. of Special Districts
Jason Ottinger	
Maureen Daughton	MMD, LLC.
Residents	

The following is a summary of the discussions and actions taken at February 9, 2015 Piney-Z Community Development District Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Didier called the meeting to order.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was led by Mr. Lee.

❖ Ms. Davis called the roll.

THIRD ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Recognition and Presentations

A. Presentation Acknowledging Service of Former Supervisor Bridges

- Mr. Lee presented a plaque to Mr. Bridges acknowledging his service to the CDD

and community.

B. Recognition 2014 Jeff White Pioneer Award to Jan Bridges

- Mr. Didier presented Mr. Bridges with the 2014 Jeff White Pioneer Award.
- Mr. Bridges thanked everyone for the honor of being presented the Jeff White Pioneer Award.

C. Presentation by Fred Crawford, Florida Association of Special Districts (FASD)

- Mr. Crawford outlined FASD and provided handouts, copies of which are incorporated here by reference and made part of the record.
 - Legislative Forum being held March 18, 2015 in Tallahassee.
- Mr. Crawford answered questions.
- Mr. Didier thanked Mr. Crawford for his time.

D. Presentation by Jason Ottinger, Scuba Diving Certification Courses

- Mr. Ottinger outlined his program / courses. Handouts were emailed to the Board, copies of which are incorporated here by reference and made part of the record.
- Mr. Ottinger answered questions.
- Mr. Didier thanked Mr. Ottinger for his time.

EIGHTH ORDER OF BUSINESS

Organizational Matters

A. Drainage & Sewage

- Ms. Lytle introduced a Civil Engineer and resident of Piney-Z who was kind enough to offer his services free of charge to work on the drainage issue behind the fitness center.
- Mr. Bailey addressed the drainage issue and solutions/options.
- Mr. Bailey answered questions.
- Quotes for a dry river bed will be reviewed at the March meeting.

FIFTH ORDER OF BUSINESS

**Approval of the Minutes of the
January 12, 2015 Workshop and
Regular Meeting**

On MOTION by Mr. Kessler seconded by Ms. Hudson, the minutes of the January 12, 2015 workshop and regular meeting were approved with votes as follows:

Ann Pincus - Aye
Richard Kessler - Aye
Cheryl Hudson - Aye
Joe Didier - Aye
Michael Lee - Aye

SIXTH ORDER OF BUSINESS

**Acceptance of the December 2014
Financial Statements and
Approval of the Check Register
and Invoices**

On MOTION by Ms. Hudson seconded by Mr. Lee, to accept the December 2014 Financial Statements and to approve the check register and invoices was approved with votes as follows:

Ann Pincus - Aye
Richard Kessler - Aye
Cheryl Hudson - Aye
Joe Didier - Aye
Michael Lee - Aye

SEVENTH ORDER OF BUSINESS

Amenities Manager's Report

**A. Piney-Z CDD Amenities (Fitness Center, Lodge, Pavilion,
Playground, Pool and Grounds)**

- Mr. Bailey reviewed the Amenities Manager's Report.
- Discussion followed on A/C equipment and drainage issues at the pavilion.
- Tree and limb removal was addressed.

Mr. Kessler MOVED to authorize the Amenities Manager to spend \$3,000 for tree and/or limb removal.

- Discussion followed on Amenities Manager spending limits and Board approval.

Mr. Lee seconded the motion.

- Mr. Bailey further outlined the Amenities Manager's Report and discussed janitorial services.

The prior motion was approved with votes as follows:

Ann Pincus - Aye
Richard Kessler - Aye
Cheryl Hudson - Aye
Joe Didier - Aye
Michael Lee - Aye

- Mr. Bailey reported on staffing matters and requested Ms. Lytle be kept as the Office Manager or Assistant Property Manager for 29 hours per week.

Mr. Lee MOVED to retain Pati Lytle as Mr. Bailey's assistant through the end of March.

- Discussion ensued.

Ms. Hudson seconded and the motion was approved with votes as follows:

Ann Pincus - Aye
Richard Kessler - Aye
Cheryl Hudson - Aye
Joe Didier - Aye
Michael Lee - Aye

- The consensus of the Board is to allow Mr. Bailey to make the determination on hiring a janitorial service.

EIGHTH ORDER OF BUSINESS

Organizational (continued)

Matters

A. Drainage & Sewage

This item was previously addressed.

B. Preparation for Pool Season (Opens Saturday, April 18, 2015)

- Discussion followed on insurance coverage. Mr. Kessler provided a CD with the insurance policy to the Board and provided one for the record.
 - Ms. Davis and Ms. Pincus to work on insurance coverage - varying deductibles and varying coverage.

C. Alan Cox Aquatics Agreement

- Mr. Kessler outlined the draft aquatics agreement that was distributed, copies of which are incorporated here by reference and made part of the public record.

Mr. Lee MOVED to approve the Alan Cox Aquatics agreement at \$500 per month, declining camp swims, approving swim lessons, with revenue split to be on the gross revenue and Ms. Pincus seconded the motion.

The prior motion was amended to authorize Mr. Kessler to negotiate the agreement with Mr. Cox and take to an attorney. The motion was approved with votes as follows:

Ann Pincus - Aye

Richard Kessler - Aye

Cheryl Hudson - Aye

Joe Didier - Aye

Michael Lee - Aye

D. Converting the Pool to Salt Water System

- Mr. Didier reported they would like to address this item further as they go into budget discussions.

E. Rule and Policy Changes

- Mr. Didier reported Ms. Hudson, Ms. Lytle and Mr. Bailey have reviewed the existing rules and prepared a draft, copies of which are incorporated here by reference and made part of the public record.

F. Supervisor Roles

- Mr. Didier noted he would like to see a supervisor volunteer as a security backup for the alarm company.
 - Currently it is Mr. Lee, Brad Stowers, and Claudia Vaccaro. Ms. Zea needs to be removed since she has resigned.
 - Ms. Pincus volunteered to be included.

- Co-Treasurer Role and Responsibilities to be addressed at a future date with a summary of how the 25 actions are currently done to be provided by Ms. Davis.

G. Staffing Needs and HR Procedures

- Mr. Didier requested an Organizational Chart of STS employees assigned to the District.
- Mr. Didier requested all attachments provided at the meeting be placed on the website.
- Consultant role to be reviewed at the March workshop.

The record will reflect the Board took a brief recess.

H. FASD Membership and Participation (Next Meeting Wednesday, March 18, 2015)

Mr. Lee MOVED to join FASD at the first year fee of \$500 and Ms. Pincus seconded the motion.

The prior motion was amended to include Mr. Lee attending the March 18, 2015 meeting. The motion was approved with votes as follows:

Ann Pincus - Aye

Richard Kessler - Nay

Cheryl Hudson - Aye

Joe Didier - Aye

Michael Lee - Aye

I. Scuba Diving Training Proposal

Mr. Lee MOVED to approve the scuba diving training proposal with the schedule as presented and Ms. Hudson seconded the motion.

The prior motion was amended to authorize the attorney to review the contract. The motion was approved with votes as follows:

Ann Pincus - Aye

Richard Kessler - Nay

Cheryl Hudson - Aye

Joe Didier - Aye

Michael Lee - Aye

J. John Hurst Outdoor Services Landscaping Agreement

- Mr. Didier reported he contacted Mr. Logan at Sniffen & Spellman and he had suggested Ms. Daughton finish this item as she is most familiar with it.
- Ms. Daughton reviewed and provided a landscaping agreement, a copy of which is incorporated here by reference and made part of the record.

On MOTION by Mr. Lee seconded by Ms. Hudson, the John Hurst Outdoor Services Landscaping Agreement was approved as amended with votes as follows:

Ann Pincus - Aye

Richard Kessler - Aye

Cheryl Hudson - Aye

Joe Didier - Aye

Michael Lee - Aye

- Landscape services to be placed on the April workshop agenda.

K. Meeting and Workshop Topics and Schedules

- March workshop topics - website, consulting, legal and rules.

On MOTION by Mr. Lee seconded by Ms. Hudson, to schedule a workshop on March 9, 2015 from 3:30 p.m. to 5:30 p.m. with topics of website, consulting, legal and rules was approved with votes as follows:

Ann Pincus - Aye

Richard Kessler - Aye

Cheryl Hudson - Aye

Joe Didier - Aye

Michael Lee - Aye

NINTH ORDER OF BUSINESS

**Attorney Update and Discussion of
Legal Counsel**

- Mr. Didier reported on Ms. Daughton leaving the firm of Sniffen & Spellman. Proposals from Dunlap & Shipman and Lewis, Longman & Walker were distributed and incorporated here by reference and made part of the record.
- Mr. Didier requested Ms. Daughton compile an electronic file of all the District's records and she did so.

Mr. Lee MOVED to retain Maureen Daughton as District Counsel through the end of the fiscal year and Mr. Kessler seconded the motion.

- Ms. Daughton noted she would be happy to continue the work at a fee of \$175 per hour. She will submit a proposed engagement letter.
- Discussion continued on District Counsel.

The prior motion was amended to include a rate of \$175 per hour and authorizing the Chairman to execute an agreement. The motion was approved with votes as follows:

Ann Pincus - Aye

Richard Kessler - Aye

Cheryl Hudson - Aye

Joe Didier - Nay

Michael Lee - Aye

- ❖ Execute Letter to Sniffen & Spellman to transfer District Counsel to MMD, LLC.

Mr. Kessler MOVED to authorize the Chairman to execute letter to Sniffen & Spellman to transfer District Counsel to Maureen McCarthy Daughton, LLC and Ms. Pincus seconded the motion.

- Discussion followed on the 11 boxes of District documents at Sniffen & Spellman with it being determined that other than a binder of pertinent District information, Ms. Daughton does not need the files transferred to her office. Rather, those boxes can be transferred to Mr. Bailey at the Lodge.

The prior motion was approved with votes as follows:

Ann Pincus - Aye

Richard Kessler - Aye

Cheryl Hudson - Aye

Joe Didier - Aye

Michael Lee - Aye

- Ms. Davis noted at the next meeting they will need to do a resolution changing the Registered Agent office.

TENTH ORDER OF BUSINESS

Manager's Report - Discussion of Action Items from Workshop

- Ms. Davis outlined the action items from the meeting:
 - District to join the FASD
 - Scuba diving courses approved with the attorney to review the contract.
 - Approved \$3,000 for tree removal - Mr. Bailey will handle
 - Mr. Kessler will continue to work on the Alan Cox Aquatics agreement.
 - Rules and policy changes - March workshop agenda
 - Security backup - Mr. Bailey will coordinate.
 - STS to explain how financial items are handled now.
 - Organizational chart of STS employees
 - This meeting's revised agenda items and handouts to be placed on the website.
 - Authorized drainage work.
 - Authorized Mr. Lee attending March 18th FASD meeting.
 - March workshop topics, - website, consultant, legal and rules.
 - April workshop - budget
 - Chairman authorized to execute engagement with Ms. Daughton

ELEVENTH ORDER OF BUSINESS

Supervisor Requests

A. Pool Agreement Update - Alan Cox Aquatics (Supervisor Kessler)

- Mr. Kessler struck from the agenda.

B. Landscaping Contract Follow-up (Supervisor Kessler)

- Mr. Kessler struck from the agenda to be addressed at a future date.

C. Amenities Manager Spending Authority (Supervisor Kessler)

- Discussion followed on the Amenities Manager spending authority for capital expenditures.
- This item to be addressed within the rules discussion at the next meeting.

D. Chairperson Staff Coordination and Authority (Supervisor Kessler)

- Mr. Kessler addressed his concern of the speed and pace of the activity levels of staff and coordinating with the Board for things that should be approved.

TWELFTH ORDER OF BUSINESS

Adjournment

There being no further business, Mr. Didier adjourned the meeting.

Janice Eggleton Davis
Secretary

Joseph Didier
Chairman

Seventh Order of Business

MEMORANDUM



TO: Board of Supervisors
FROM: Tiziana Cessna, District Accountant
CC: Janice Eggleton Davis, District Manager / Stephen Bloom, Assistant Treasurer
DATE: February 21, 2015
SUBJECT: Piney-Z CDD – January Financial Report

Please find attached the January 2015 financial report. During your review, please keep in mind that the goals for revenue are to meet or exceed the year-to-date budget and for expenditures to be at or below the year-to-date budget. As of January, the General Fund did perform as expected, except legal services are over the YTD budget and a payment for a sewer system connection to the City of Tallahassee was made. Collection of the assessments are at 96%. The favorable spending variance is due mostly to savings on benefits, utilities and landscaping. To further assist with your review, an overview of each of the District's funds is provided below. Should you have any questions or require additional information, please do not hesitate to contact me at Tiziana.Cessna@STServices.com.

General Fund

The total revenues for the General Fund are at approximately 93% of the YTD budget.

- The YTD Non-Ad Valorem assessments collections are at 95% compared to 95% last year at the same time.

Total Expenditures through January were 25% of the annual budget and 80% of the YTD budget (prorated) with the following notes for the fiscal year:

- Administration Department - Legal Services are billed through January, and are over budget.
- Field Department - Contracts Landscape - Contract has been executed to start service in February.
- Park and Recreation Department - Salary are lower due to reduced hours of the District's staff. Pension Benefits and Life and Health Insurance were budgeted for the property manager which resigned. These benefits are not being provided currently. Utility - General electric service is lower by 17% compared to last year at the same time. A payment was made for a sewer connection to the City of Tallahassee.
- Swimming Pool Department - Payroll Salaries has some maintenance hours to keep up the pool area until it will open.
- Fitness Center Department - Capital Outlay represents a purchase of new fitness equipment.

Debt Service Funds

On November 1, 2014, the semi-annual interest payments were made and a principal prepayment was made from the prepaid 85 units, owned by Piney-Z Land Co. that were extracted from the District.

Due To/From Other Funds represents collected assessments for debt service funds. Balances were transferred in February.

PINEY-Z
Community Development District

Financial Report

January 31, 2015

Prepared by



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Piney-Z
Community Development District

Financial Statements

(Unaudited)

January 31, 2015

Balance Sheet
January 31, 2015

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2002 DEBT SERVICE FUND	SERIES 2008 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 108,354	\$ -	\$ -	\$ 108,354
Cash On Hand/Petty Cash	750	-	-	750
Accounts Receivable	-	404	566	970
Due From Other Funds	-	1,178	3,178	4,356
Investments:				
Money Market Account	409,019	-	-	409,019
Prepayment Account	-	-	1	1
Redemption Fund	-	645	-	645
Reserve Fund	-	15,750	-	15,750
Revenue Fund	-	138,984	323,003	461,987
Prepaid Items	196	-	-	196
TOTAL ASSETS	\$ 518,319	\$ 156,961	\$ 326,748	\$ 1,002,028
<u>LIABILITIES</u>				
Accounts Payable	\$ 16,860	\$ -	\$ -	\$ 16,860
Accrued Taxes Payable	31	-	-	31
Due To Other Funds	4,356	-	-	4,356
TOTAL LIABILITIES	21,247	-	-	21,247
<u>FUND BALANCES</u>				
Nonspendable:				
Prepaid Items	196	-	-	196
Restricted for:				
Debt Service	-	156,961	326,748	483,709
Assigned to:				
Operating Reserves	63,155	-	-	63,155
Reserves - CDD Amenity	62,805	-	-	62,805
Reserves - Other	84,810	-	-	84,810
Unassigned:	286,106	-	-	286,106
TOTAL FUND BALANCES	\$ 497,072	\$ 156,961	\$ 326,748	\$ 980,781
TOTAL LIABILITIES & FUND BALANCES	\$ 518,319	\$ 156,961	\$ 326,748	\$ 1,002,028

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 300	\$ 100	\$ 233	\$ 133
S/F Swimming Program Fees	1,000	-	-	-
Interest - Tax Collector	-	-	28	28
Special Assmnts- Tax Collector	354,503	177,252	336,450	159,198
Special Assmnts- Discounts	(14,180)	(7,089)	(14,252)	(7,163)
Access Cards	-	-	85	85
Pavilion Rental	900	300	-	(300)
Lodge Rental	9,500	3,166	4,210	1,044
Pool Rental	600	-	-	-
TOTAL REVENUES	352,623	173,729	326,754	153,025
EXPENDITURES				
Administration				
P/R-Board of Supervisors	11,000	3,000	3,000	-
FICA Taxes	842	229	230	(1)
ProfServ-Engineering	500	167	-	167
ProfServ-Legal Services	35,000	11,668	14,762	(3,094)
ProfServ-Mgmt Consulting Serv	54,275	18,092	18,092	-
ProfServ-Special Assessment	4,637	4,637	4,637	-
Auditing Services	3,000	-	-	-
Communication - Telephone	100	32	-	32
Postage and Freight	2,000	668	424	244
Insurance - General Liability	10,591	5,296	3,914	1,382
Printing and Binding	2,500	832	996	(164)
Legal Advertising	1,500	750	124	626
Miscellaneous Services	500	168	110	58
Misc-Assessmnt Collection Cost	10,635	5,319	9,666	(4,347)
Misc-Contingency	500	168	-	168
Office Supplies	500	168	182	(14)
Annual District Filing Fee	175	175	175	-
Total Administration	138,255	51,369	56,312	(4,943)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Field				
Contr-Landscape-Amenities Area	12,040	4,013	500	3,513
Misc-Contingency	5,500	1,832	791	1,041
Total Field	17,540	5,845	1,291	4,554
Parks and Recreation - General				
Payroll-Salaries	68,775	22,924	11,023	11,901
Payroll - Overtime	250	-	-	-
FICA Taxes	5,280	1,760	885	875
Pension Benefits	2,250	2,250	-	2,250
Life and Health Insurance	12,200	4,068	-	4,068
Workers' Compensation	5,412	2,706	2,464	242
Contracts-Security Services	4,000	2,000	726	1,274
Communication - Teleph - Field	1,620	540	540	-
Postage and Freight	900	300	-	300
Utility - General	21,777	7,260	3,515	3,745
Utility - Other	2,293	764	779	(15)
Electricity - Streetlighting	1,300	432	448	(16)
Utility - Irrigation	3,850	1,282	365	917
Utility - Refuse Removal	1,802	600	468	132
R&M-General	8,945	2,981	3,774	(793)
R&M-Pest Control	790	264	290	(26)
Misc-Contingency	2,400	800	275	525
Misc-Information Technology	1,000	332	383	(51)
Office Supplies	2,750	916	230	686
Subscriptions and Memberships	500	500	-	500
Impr. Sewer Connection	-	-	7,500	(7,500)
Capital Outlay	31,900	10,632	350	10,282
Total Parks and Recreation - General	179,994	63,311	34,015	29,296
Swimming Pool				
Payroll-Salaries	32,365	-	1,063	(1,063)
Payroll - Overtime	750	-	-	-
FICA Taxes	2,533	-	81	(81)
ProfServ-Pool Maintenance	4,800	1,600	1,600	-
Communication - Teleph - Field	660	220	272	(52)
R&M-General	1,170	390	381	9
R&M-Pools	5,500	1,832	3,144	(1,312)
Misc-Licenses & Permits	250	-	-	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Misc-Contingency	1,800	600	885	(285)
Op Supplies - Pool Chemicals	5,000	1,668	231	1,437
Capital Outlay	2,400	800	-	800
Total Swimming Pool	57,228	7,110	7,657	(547)
Fitness Center				
Payroll-Salaries	4,680	1,560	503	1,057
FICA Taxes	358	120	38	82
R&M-General	2,785	928	669	259
R&M-Equipment	2,300	768	490	278
Misc-Contingency	1,200	400	-	400
Capital Outlay	14,500	4,832	7,844	(3,012)
Total Fitness Center	25,823	8,608	9,544	(936)
Park & Grounds				
Payroll-Salaries	4,180	1,392	673	719
FICA Taxes	320	104	51	53
R&M-General	1,370	456	123	333
Misc-Contingency	3,100	1,032	903	129
Capital Outlay	1,200	400	-	400
Total Park & Grounds	10,170	3,384	1,750	1,634
Reserves				
Reserve - CDD Amenity	10,000	-	-	-
Total Reserves	10,000	-	-	-
TOTAL EXPENDITURES & RESERVES	439,010	139,627	110,569	29,058
Excess (deficiency) of revenues				
Over (under) expenditures	(86,387)	34,102	216,185	182,083
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	(86,387)	-	-	-
TOTAL FINANCING SOURCES (USES)	(86,387)	-	-	-
Net change in fund balance	\$ (86,387)	\$ 34,102	\$ 216,185	\$ 182,083
FUND BALANCE, BEGINNING (OCT 1, 2014)	280,887	280,887	280,887	
FUND BALANCE, ENDING	\$ 194,500	\$ 314,989	\$ 497,072	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 50	\$ 16	\$ 18	\$ 2
Special Assmnts- Tax Collector	79,355	39,678	75,314	35,636
Special Assmnts- Discounts	(3,174)	(1,587)	(3,190)	(1,603)
TOTAL REVENUES	76,231	38,107	72,142	34,035
EXPENDITURES				
Administration				
ProfServ-Trustee Fees	3,100	-	-	-
Misc-Assessmnt Collection Cost	2,381	1,191	2,164	(973)
Total Administration	5,481	1,191	2,164	(973)
Debt Service				
Principal Debt Retirement	55,000	-	-	-
Principal Prepayments	-	-	5,000	(5,000)
Interest Expense	15,750	7,875	7,875	-
Total Debt Service	70,750	7,875	12,875	(5,000)
TOTAL EXPENDITURES	76,231	9,066	15,039	(5,973)
Excess (deficiency) of revenues Over (under) expenditures	-	29,041	57,103	28,062
Net change in fund balance	\$ -	\$ 29,041	\$ 57,103	\$ 28,062
FUND BALANCE, BEGINNING (OCT 1, 2014)	99,858	99,858	99,858	
FUND BALANCE, ENDING	\$ 99,858	\$ 128,899	\$ 156,961	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 50	\$ 16	\$ 26	\$ 10
Special Assmnts- Tax Collector	214,348	107,175	203,225	96,050
Special Assmnts- Discounts	(8,574)	(4,287)	(8,609)	(4,322)
TOTAL REVENUES	205,824	102,904	194,642	91,738
EXPENDITURES				
Administration				
ProfServ-Dissemination Agent	1,000	-	-	-
ProfServ-Trustee Fees	4,400	-	-	-
Misc-Assessmnt Collection Cost	6,430	3,216	5,838	(2,622)
Total Administration	11,830	3,216	5,838	(2,622)
Debt Service				
Principal Debt Retirement	170,000	-	-	-
Principal Prepayments	-	-	55,000	(55,000)
Interest Expense	39,950	19,975	19,975	-
Total Debt Service	209,950	19,975	74,975	(55,000)
TOTAL EXPENDITURES	221,780	23,191	80,813	(57,622)
Excess (deficiency) of revenues Over (under) expenditures	(15,956)	79,713	113,829	34,116
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	(15,956)	-	-	-
TOTAL FINANCING SOURCES (USES)	(15,956)	-	-	-
Net change in fund balance	\$ (15,956)	\$ 79,713	\$ 113,829	\$ 34,116
FUND BALANCE, BEGINNING (OCT 1, 2014)	212,919	212,919	212,919	
FUND BALANCE, ENDING	\$ 196,963	\$ 292,632	\$ 326,748	

PINEY-Z
Community Development District

Supporting Schedules

January 31, 2015

Non-Ad Valorem Special Assessments - Leon County Tax Collector
(Monthly Assessment Collection Distributions)
For the Fiscal Year Ending September 30, 2015

					Allocation by Fund		
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2002 Debt Service Fund	Series 2008 Debt Service Fund
ASSESSMENTS LEVIED FY2015				\$ 647,988	\$ 354,503	\$ 79,355	\$ 214,130
Allocation %				100%	55%	12%	33%
11/06/14	\$ 6,687	\$ 363	\$ 207	\$ 7,257	\$ 3,970	\$ 889	\$ 2,398
11/25/14	136,468	7,405	4,221	148,093	81,019	18,136	48,938
12/09/14	360,946	15,505	11,163	387,614	212,057	47,469	128,089
12/26/14	57,551	2,472	1,780	61,803	33,811	7,569	20,423
01/16/15	9,618	307	297	10,223	5,593	1,252	3,378
TOTAL	\$ 571,270	\$ 26,051	\$ 17,668	\$ 614,989	\$ 336,450	\$ 75,314	\$ 203,225
% COLLECTED				95%	95%	95%	95%
TOTAL OUTSTANDING				\$ 32,999	\$ 18,053	\$ 4,041	\$ 10,905

Cash and Investment Report

January 31, 2015

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND				
Operating Checking Account	BB&T	Business checking	0.00%	\$108,354
Public Funds Money Market Account	Stonegate Bank	Money Market Account	0.40%	\$409,019
			Subtotal	<u>\$517,373</u>
DEBT SERVICE FUNDS				
Series 2002 Redemption Account	US Bank	Government Obligation Fund	0.00%	\$645
Series 2002 Reserve Account (1)	US Bank	US Bank Money Market	0.10%	\$15,750
Series 2002 Revenue Account	US Bank	Open-ended Commercial Paper	0.05%	\$138,984
Series 2008 Prepayment account	US Bank	Government Obligation Fund	0.00%	\$1
Series 2008 Revenue Account	US Bank	Open-ended Commercial Paper	0.05%	\$323,002
			Total	<u><u>\$995,755</u></u>

Note (1) Reserve requirement is 5% of the remaining bond balance - (\$315,000). The District opened a US Bank Money Market account to maintain the reserve requirement.

Piney-Z CDD
Bank Reconciliation

Bank Account No. 2471
Statement No. 01-15
Statement Date 01/31/15

G/L Balance (\$)	108,353.84	Statement Balance	364,138.36
G/L Balance	108,353.84	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	364,138.36
Subtotal	108,353.84	Outstanding Checks	255,784.52
Negative Adjustments	0.00	Total Differences	0.00
Ending G/L Balance	108,353.84	Ending Balance	108,353.84
Difference	0.00		

<u>Posting Date</u>	<u>Document Type</u>	<u>Document No.</u>	<u>Description</u>	<u>Amount</u>	<u>Cleared Amount</u>	<u>Difference</u>
Outstanding Checks						
08/27/14	Payment	55634	CHRISTIAN C. KOBES	129.40	0.00	129.40
01/16/15	Payment	55852	ALAN COX AQUATICS, INC.	400.00	0.00	400.00
01/16/15	Payment	55856	MARPAN SUPPLY CO., INC.	26.00	0.00	26.00
01/20/15	Payment	55861	CHERYL M. HUDSON	174.28	0.00	174.28
01/28/15	Payment	55872	MARIA E. ZEA	115.44	0.00	115.44
01/29/15	Payment	55874	COMCAST	195.79	0.00	195.79
01/29/15	Payment	55875	FEDEX	10.61	0.00	10.61
01/29/15	Payment	55876	PINEY Z CDD	250,000.00	0.00	250,000.00
01/29/15	Payment	55877	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	4,548.30	0.00	4,548.30
01/30/15	Payment	55878	DELORES A. PINCUS	184.70	0.00	184.70
Total Outstanding Checks				255,784.52		

Piney-Z
Community Development District

Check Register by Fund
For the Period from 1/1/15 to 1/31/15
(Sorted by Check No.)

Fund No.	Check No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
GENERAL FUND - 001								
001	55838	01/08/15	FITNESS PRO	7840	True Emurge Console & PhysioStep	Capital Outlay	564043-57214	\$7,844.00
001	55838	01/08/15	FITNESS PRO	7840	True Emurge Console & PhysioStep	Accounts Receivable	115000	(\$919.00)
001	55838	01/08/15	FITNESS PRO	7925	Preventative Maintenance	R&M-Equipment	546022-57214	\$100.00
001	55839	01/08/15	METRO ELECTRICAL SERVICES, INC.	14442-1	Troubleshoot Outside Receptacles	R&M-General	546001-57201	\$180.00
001	55842	01/08/15	SEMINOLE POWER WASH, LLC	IN0081	Wash Community Pool Fence	R&M-Pools	546074-57205	\$333.00
001	55843	01/08/15	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	STES2076810	Mangement Fees December 2014	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,522.92
001	55843	01/08/15	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	STES2076810	Mangement Fees December 2014	Postage and Freight	541006-51301	\$12.74
001	55843	01/08/15	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	STES2076810	Mangement Fees December 2014	Printing and Binding	547001-51301	\$224.90
001	55843	01/08/15	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	STES2076810	Mangement Fees December 2014	Office Supplies	551002-51301	\$60.50
001	55843	01/08/15	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	STES2076811	Assessment Roll Services 2014	ProfServ-Special Assessment	531038-51301	\$4,637.00
001	55844	01/08/15	SMIFEN & SPELLMAN, P.A.	13370	Legal Services thru 12/31/14	ProfServ-Legal Services	531023-51401	\$3,510.90
001	55845	01/08/15	TALLAHASSEE DEMOCRAT	0000858371	Notice of Meeting 12/8/14	Legal Advertising	548002-51301	\$124.00
001	55846	01/08/15	TRAVIS JOHNSON	BM2014228	Remove vinyl Fence & Repair Post Holes & Panel	R&M-Pools	546074-57205	\$450.00
001	55847	01/08/15	PATRICIA LYTL	010715 A	Reimbursement American Leak Detection	Misc-Contingency	549900-57205	\$885.00
001	55848	01/08/15	PETTY CASH	123014A	Reimbursement 10/20/14-12/30/14	Accrued Expenses	202100	\$454.56
001	55852	01/16/15	ALAN COX AQUATICS, INC.	010115	Pool Management January 2015	ProfServ-Pool Maintenance	531034-57205	\$400.00
001	55853	01/16/15	CITY OF TALLAHASSEE	5610B 123114	8234385610 11/25/14-12/25/14	Utility - General	543001-57201	\$935.20
001	55853	01/16/15	CITY OF TALLAHASSEE	5610B 123114	8234385610 11/25/14-12/25/14	Utility - Refuse Removal	543020-57201	\$91.00
001	55853	01/16/15	CITY OF TALLAHASSEE	5610A 123114	5460485610 11/25/14-12/26/14	Utility - Irrigation	543014-57201	\$82.42
001	55854	01/16/15	FEDEX	2-898-28465	Services thru 1/6/15	Postage and Freight	541006-51301	\$10.07
001	55855	01/16/15	INTERSTATE FIRE SYSTEMS	64860	Guardian Semi-Annual Fire Supp Sys Service	R&M-General	546001-57201	\$150.00
001	55856	01/16/15	MARPAN SUPPLY CO., INC.	1331914	Container Rental 01/01/15	Utility - Refuse Removal	543020-57201	\$26.00
001	55857	01/16/15	MAY DAY OUTDOOR SERVICE	1398	LANDSCAPE CLEANUP 1/9/15	Contr-Landscape-Amenities Area	534053-53901	\$500.00
001	55858	01/16/15	PATRICIA LYTL	011615	Reimbursement Backpack Blower	Misc-Contingency	549900-53901	\$490.50
001	55863	01/20/15	ALPHA FOUNDATION SPECIALISTS	011215	115 PolyLevel Pounds	R&M-Pools	546074-57205	\$1,966.41
001	55864	01/20/15	CITY OF TALLAHASSEE	011215	#5501485610 12/13/14-1/12/15	Electricity - Streetlighting	543013-57201	\$111.65
001	55865	01/20/15	FEDEX	2-904-90105	Shipments 1/6/15	Postage and Freight	541006-51301	\$35.72
001	55866	01/20/15	SERVICE PLUS OFFICE	IN7880	Canon /lr-3570 copies 1/11/14-12/31/14	Office Supplies	551002-57201	\$70.98
001	55867	01/20/15	TALLAHASSEE DEMOCRAT	0000845429	Ad for amenities manager 11/3/14-11/30/14	Misc-Contingency	549900-57201	\$110.00
001	55870	01/20/15	SIGN GUYS OF TALLAHASSEE	6393	Signs	Misc-Contingency	549900-57240	\$903.00
001	55874	01/29/15	COMCAST	011415	Service 1/25/15-2/24/15	Prepaid Items	155000	\$195.79
001	55875	01/29/15	FEDEX	2-912-31268	Shipping 1/12/15	Postage and Freight	541006-51301	\$10.61
001	55876	01/29/15	PINEY Z CDD	012815	Transfer to Stonegate	Due From Other Funds	131000	\$250,000.00
001	55877	01/29/15	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	STES 2077369	Mangement Fees January 2015	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,522.92
001	55877	01/29/15	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	STES 2077369	Mangement Fees January 2015	Postage and Freight	541006-51301	\$7.68
001	55877	01/29/15	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	STES 2077369	Mangement Fees January 2015	Printing and Binding	547001-51301	\$17.70

Piney-Z
Community Development District

Check Register by Fund
For the Period from 1/1/15 to 1/31/15
(Sorted by Check No.)

Fund No.	Check No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
001	55849	01/14/15	RICHARD B. STOWERS	PAYROLL	January 14, 2015 Payroll Posting			\$269.22
001	55850	01/14/15	MARIA E. ZEA	PAYROLL	January 14, 2015 Payroll Posting			\$76.18
001	55851	01/14/15	DAVID C. BAILEY	PAYROLL	January 14, 2015 Payroll Posting			\$378.63
001	DD000040	01/13/15	PATRICIA S. LYTTLE	PAYROLL	January 13, 2015 Payroll Posting			\$978.55
001	55859	01/20/15	RICHARD A. KESSLER, JR.	PAYROLL	January 20, 2015 Payroll Posting			\$184.70
001	55860	01/20/15	MICHAEL D. LEE	PAYROLL	January 20, 2015 Payroll Posting			\$184.70
001	55861	01/20/15	CHERYL M. HUDSON	PAYROLL	January 20, 2015 Payroll Posting			\$174.28
001	55862	01/20/15	JOSEPH W. DIDIER	PAYROLL	January 20, 2015 Payroll Posting			\$184.70
001	55871	01/28/15	RICHARD B. STOWERS	PAYROLL	January 28, 2015 Payroll Posting			\$140.83
001	55872	01/28/15	MARIA E. ZEA	PAYROLL	January 28, 2015 Payroll Posting			\$115.44
001	55873	01/28/15	DAVID C. BAILEY	PAYROLL	January 28, 2015 Payroll Posting			\$1,038.61
001	DD000041	01/27/15	PATRICIA S. LYTTLE	PAYROLL	January 27, 2015 Payroll Posting			\$881.86
001	55878	01/30/15	DELORES A. PINCUS	PAYROLL	January 30, 2015 Payroll Posting			\$184.70
Fund Total								\$287,860.57
SERIES 2002 DEBT SERVICE FUND - 202								
202	55868	01/20/15	US BANK NATIONAL ASSOC	011915	Transfer Assessment Collections 2014-15	Due From Other Funds	131000	\$51,240.17
Fund Total								\$51,240.17
SERIES 2008 DEBT SERVICE FUND - 203								
203	55869	01/20/15	US BANK NATIONAL ASSOC	203-011915	Transfer Assessment collections 2014-15	Due From Other Funds	131000	\$185,599.83
Fund Total								\$185,599.83
Total Checks Paid								\$524,700.57

Ninth Order of Business

9A.

Amenities Managers Report March 2015

1. Fitness Center

- The universal weight machine needed repairs again, repaired on 2/23/15.

2. Lodge

- No status update.

3. Pavilion

- The exterior walls have been pressure washed.
- There is still the runoff issue, from roof/sidewalk, may be best to hold off until drainage swell is made and monitored.

4. Playground

- 1 large pine tree at edge of playground removed.
- There is a small crack in one of the slides, working on getting pricing.

5. Pool

- The swing arm on handicap gate has been repaired for \$95.00, but still needs lock.

6. Grounds

- John Hurst Outdoor Services started back, pruned, mulched, cut grass, cleaned grounds.
- Miller's Tree service removed 14 trees, pruned dead limbs, and removed piles of rotting debris at woods line.
- Keith McNeil Plumbing hooked lodge and the pavilion to sewer system and crushed septic tank.
- Will proceed to create drainage swell.



Crushed Septic Tank



Hooking Up To Sewer



Before



After

7. Staffing

- Quality Floor Cleaning hired to clean lodge and Pavilion, \$50.00/visit.

8. Administrative

- No status update.

9B.

John Hurst Outdoor Services
3694 Corinth Dr
Tallahassee, FL 32308

Estimate

Estimate Number: E150226772
Estimate Date: Feb 26, 2015
Estimate Amount: 734.50
Created By: John Hurst

Billing Address:

cddmanager@pineyzcdd.com

Shipping Address:

Mulch

Item #	Item Name	Quantity	Unit Price	Taxable	Total
1131	Red Mulch Bagged installed	130.00	5.65		734.50

Comment:

Cdd pathways.

Subtotal: \$ 734.50
Estimate Amount: \$ 734.50

John Hurst Outdoor Services
3694 Corinth Dr
Tallahassee, FL 32308

Estimate

Estimate Number: E150226773
Estimate Date: Feb 26, 2015
Estimate Amount: 735.12
Created By: John Hurst

Billing Address:

cddmanager@pineyzcdd.com

Shipping Address:

Playground Mulch

Item #	Item Name	Quantity	Unit Price	Taxable	Total
1173	Cypress Mulch Play ground grade mulch	12.00	61.26		735.12

Comment:

Top dress play ground mulched areas. Can increase if needed at same costs.

Subtotal: \$ 735.12
Estimate Amount: \$ 735.12

9C.

Swale on back property

	Excavate Swale	Sod Excavated Site	Relocate soil on property	Total
Apalachee Backhoe	\$ 1,100.00	No	inclu	\$ 1,100.00
Alan Davis Excavating	\$ 950.00	\$ 1,200.00	\$ 350.00	\$ 2,500.00
May Day Landscaping	\$ 1,900.00	incl	incl	\$ 1,900.00
Hurst Lawn Care		\$ 1,200.00		



PineyZ CDD Property Manager <cddmanager@pineyzcdd.com>

Rear parking lot swale

1 message

A M Davis <woodlotmanagement@gmail.com>

Wed, Feb 25, 2015 at 12:24 PM

To: Cddmanager@pineyzcdd.com

Proposal for installing swale

This swale shall run from the southwest corner of the rear parking lot at the Party Pavilion, west, northwest towards the wooded area for a distance of approximately 75 to 80 feet. The swale shall have a bottom of 4 feet wide and side slopes not to be less than a 2:1 slope. The grade of the swale shall be of sufficient slope to allow positive drainage. The dirt from this swale shall be placed on site around the Pavilion and used to fill low areas adjacent to the site. The swale shall be covered in sod to match the existing grass.

Cost of project:

St. Augustine sod delivered and installed
4 pallets @ \$300 per \$1200.

Install swale, shape and finish grade \$950

Relocate soil around Pavilion and adjacent site \$350

Total Cost: \$2500

A.M.Davis**Woodlot Management**

Woodlotmanagement@gmail.com

Tallahassee, Fl.

Certificate of insurance provided before any work begins

Apalachee Backhoe & Septic Tank, LLC

P. O. Box 13028 Tallahassee, FL 32317-3028

Office: 850-877-2824 FAX: 850-877-2820

Email Address: Office@aplacheeseptic.com

To: Pati Lytle
Piney-Z Community
950 Piney-Z Plantation Rd
Tallahassee, FL 32311
850- 656-4007 Telephone
Email: cddmanager@pineyzcdd.com

Date: 2/24/2015

From: Mike Sundin

We hereby submit specifications and estimates for the following drainage job:

\$1,100.00 Fix drainage in the back building, draining swell, remove water from concrete

We propose to furnish labor and materials for all of the above for the sum of: **\$1,100.00**

With payment to be made as follows: **PAYMENT DUE DAY OF COMPLETION**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and void thereafter at the option of Michael Sundin. This is a contract for services. We agree that if any collection or litigation is taken, the prevailing party will be entitled to recover all costs and attorney fees. Payment is due upon completion of services. If not paid, the entire balance owed shall bear interest at the rate of 18% annually.

We are not responsible for damage to any unlocated or unmarked underground utilities or any other unlocated or unmarked underground systems, including but not limited to cable television, telephone, electrical, "invisible" fence systems, satellite lines, water lines, and plumbing for irrigation systems. It is the responsibility of the homeowner or the party contracting the work to notify us of the location of any underground systems that would not be normally located by the utility company's regular location search. Every effort will be made to avoid damage; however, Apalachee Backhoe and Septic Tank, LLC is not liable for damage to landscaping, trees, tree roots, driveways and sidewalks that may occur during completion of the specified work.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. Apalachee Backhoe and Septic Tank, LLC is authorized to do the work as specified. I personally guarantee payment will be made as outlined above.

Signature_____

Date_____

May Day Outdoor Services Inc

Office: (850) 877-7056
Fax: (850) 877-7850
8075 Apalachee Parkway
Tallahassee, FL 32311
sales@maydaylandscapesupply.com
www.maydaylandscapesupply.com

ADDRESS
Piney-Z C.D.D.
950 Piney-Z Plantation Road
Tallahassee, FL 32311

ESTIMATE 1238

DATE 02/26/2015

EXPIRATION DATE

ACTIVITY	AMOUNT
Drainage Installation of a drainage swell: We will excavate out all appropriate soil approximately 80 feet long and 11 feet wide to give positive drainage away from parking lot area. We will chill and grade all bare soil areas then deliver and install 4 pallets of st. Augustine sod. We will relocate all excess soil to the pavilion deck drop off area. We will cut in all edges, water all new grass and haul away all debris upon completion	1,900.00

TOTAL

\$1,900.00

Accepted By

Accepted Date

A 50% deposit is required upon signing with the balance due upon completion. The price is specification and conditions listed above are satisfactory and are hereby accepted.

9D.

9Dii.



EMERGENCY POOL PHONES

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Item# 690RDPOOL

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Features:

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- Vandal Resistant Enclosure
- Spring Loaded Cover
- Open Door, Lift Handset and Phone Auto Dials 911 (Pre-Programmed At Factory). Or Program with Your Preferred Telephone Number
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- Optional Call Back With Audible Ringer
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 - [Rath Pool Phone Sell Sheet \(.PDF\)](#)
 - [Statement of Warranty](#)



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Pool-Phone.com/Rath Microtech

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9Diii.



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Trilogy T2 DL2800 Timed Access Keyless Lock, Audit Trail, FREE Support



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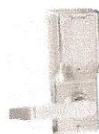
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Questions?

Let us assist you



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Reviews

Ladies and Gentlemen of Gokeyless, or more appropriately, Ladies and Gentlemen of Trilogy Locks. We could not be happier with the Trilogy DL 2800 locks we purchased. We now have eleven of them installed protecting every entrance into our premises. The automatic timing feature allows access at certain prescribed times and the multitude of codes give great flexibility for the various publics who use the various access points. We expect a long and productive life of these locks. Thank You. *Ramon from New York*

The price was excellent and the lock arrived very promptly. I am likely to use GoKeyless again.
Tom, Rebos Club, Roanoke, VA

We are very pleased with the DL2800 locks installed at both of our Toyota dealerships. We've installed 10 units so far and have 3 more on order. They are the best solution we've found for controlling and limiting access to different areas of the facilities. These are industrial-grade devices that hold up to high volume traffic without failure. In almost two years we've had no hardware or programming issues. We use the DL-Windows application to maintain a database of users and equipment. Updated profiles are uploaded to individual locks via the DL-Data Transfer Module. It's a great system and we look forward to growing and enhancing its utilization in our operations.
Jimmy, Atkinson Toyota, Bryan, TX

Your service and delivery was great! It was shipped immediately and the service of letting me know the status of my order was a big plus. *Sean, Norman, OK*

...More

Unlimited Technical Support

Free technical support is for GoKeyless clients only (regular rate is \$90.0/hr) [Read More](#)

Custom Setup & Programming

Let us do the work for you. We get you up and running. [Read More](#)



hospital



retail



schools



airport



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office

Features

Heavy Duty, BHMA Grade 1 lock with UL 3 hr. fire rated **cylindrical** latch

Accommodates 200 users with 3-6 digit PIN codes, including: Master, Manager, Supervisor and Basic Users

- Accommodate more with **DL3000** (300 users), and **DL3200** (2000 users)

- Is 200 overkill? Save with **DL2700** (100 users)

Vandal-resistant construction with an all metal keypad. Rugged clutch mechanism insures long life & durability

For the **EASIEST** setup of your lock, and to have access to the more advanced programming features we recommend using your laptop or desktop computer. You will need the **PC interface cables** for using a laptop. When using a desktop PC be sure to get the **DTM-III module** (requires PC interface cables) to transfer your user data to the lock (**cables and DTM available at checkout**)

Weatherproof performance

150 timed lock/unlock schedules

First manager in scheduling - solves the snow day issue for schools ("**First Person In**" stops unauthorized persons from gaining access to doors set on timed auto-unlock)

"Temporary Keypad Lockout" after 3 unsuccessful code-entry attempts

New! **Remote Release Kit** for 'Buzz-In'

1000 Event audit trail with time/date stamp

4 Time-out functions allow a user to enable other users or unlock the lock for some time period without needing to return to the lock

Available in multiple **architectural finishes** (Non-satin chrome finishes may be subject to delivery lead time. Please call 877-439-5377 to verify lead)

Easy to install. Retrofits most cylindrical locksets and digital locks

Key override - includes **standard cylinder** with a 6-Pin, solid brass, Schlage SC1 keyway.

You may also use other Schlage cylinders, or Corbin-Russwin CL, Sargent 480, ASSA 65-611, & Loric cylinders. See this same lock with **IC core for key override**

Specs

Door thickness: 1 5/8" to 1 7/8"; add'l thicknesses upon request - please call (877) 439-5377

Battery operation: 5 AA's; appx. 100,000 cycles; low battery alerts; lock may be hard-wired with 9VDC or 9VAC power supply for remote release / battery backup

Dimensions: Outside housing: 8" H x 3 1/4" W x 1 7/8" D. Inside housing: 8 1/4" H x 3 1/4" W x 1 11/16" D

Operational temperature range: +151°F ~ -31°F

Backset: 2 3/4" included (2 3/8" available at checkout) [How do I measure?](#)

2 year manufacturer's warranty

AUTHORIZED DEALER

Authorized for offering Trilogy access locks to companies, and the public. This provides you expert advice & service, a no-hassle return policy, and warranty protection. You will never receive used/refurbished product ostensibly sold as new, nor suffer warranty issues because of altered or missing serial numbers, and you will always get the help you need if you experience difficulty with your product.

Even in today's high tech world, the vast majority of businesses don't realize there are locking machines capable of simple access control which don't cost thousands of dollars. The Trilogy DL2800 is one such machine, and one of the best. Clients rely on this lock for a wide variety of reasons. Of course at the top of this list, is keys being too much handle. The true costs of keys are underestimated, and the DL2800 solves the key problem. But this lock does more than removing the manual process of distributing, collecting, and accounting for keys, and then re-keying when someone moves on. It provides what businesses need now more than ever: a timed locking system, and a deterrence to theft. With scheduling, and audit trail, you can set doors to lock/unlock at a pre-determined time, and report on the lock's activity. You'll gain visibility into who and when is coming through your door, create an environment of trust, and establish door schedules that best serve your opening and closing times, as well as staffing needs. You manage this lock by fingertip at the lock's keypad, or by using software on your laptop or desktop PC. When using your laptop you need the **computer connecting cables**. (sold separately) You get a copy of the software CD with your purchase of cables. When you want to use your desktop PC, make sure to order the **DTM-III hand held programming module**. (DTM-III requires computer connecting cables) The software enables you to establish your access schedules, and review who entered and when. Need to establish access privileges? Done. Simply use the built-in multi-level programming functions to create your group or individual user codes, master and management codes, passage codes, and emergency or service codes. This T2 electronic Trilogy lock will play a vital role in keeping your organization operating at peak performance. "What about installing it, how easy is it?" Glad you asked! Very straightforward. You can put it in yourself using common tools in about the same amount of time it takes you to get through your Monday morning email.

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GoKeyless™ offers a wide selection of innovative keyless door locks that provide convenience and security without the hassle of keys. We offer a range of keyless locks including: keyless deadbolts, fingerprint locks, 100% mechanical pushbutton locks and combination locks, high-performance electronic keypad door locks, and entry level to enterprise access control systems, including wireless and browser based access control.



BY BRAND	ELECTRONIC KEYLESS LOCKS	TRADITIONAL DOOR HARDWARE	FINGERPRINT LOCKS
Alarm Lock Trilogy	Keyless Door Locks for Home	Panic Bars	Fingerprint Deadbolt Locks
SafeHome247	Keyless Deadbolt Locks	Door Closers	Biometric Locks
Kaba Simplex Locks	Wireless Door Lock	Latch Guards	Lever Fingerprint Locks
Kwikset SmartCode Locks	Keypad Door Lock	Door Stops	Knob Fingerprint Locks
Lockey Keyless Locks	For Office	Power Supplies	Fingerprint Locks with Audit
Master Lock Electronic	For Commercial Use	Electric Strikes	Sale
Master Lock Mechanical	For Medical / HIPPA Use	Maglocks	
Nexia Home Intelligence	For Vacation Rentals	Door Knockers	
Yale Real Living	For Multi-Family Housing	Door Viewers	
Z-Wave Home Automation	For Universities	Commercial Locks	
	Sale	Padlocks	
MECHANICAL KEYLESS LOCKS	KEYPADS, READERS & PANELS	HOME AUTOMATION, CAMERAS & MORE	CONTACT US
Commercial Push Button Locks	Access Card Reader	Home Automation Kits	GoKeyless™ 3646 Cargo
Push Button Locks for Home	Security Door Control	Home Automation Devices	Road
Keyless Deadbolt Locks	Access Control Systems	Home Automation Locks	Vandalia, OH 45377
Sale	Fingerprint Door Controllers	CCTV Security Cameras	(877) 439-5377
		IP Security Camera	Outside U.S. 1-637-890-2333
		Intercoms	Sales@GoKeyless.com
		Garage Door Keyless Entry	Shipping@GoKeyless.com
			CustomerCare@GoKeyless.com
			Live Chat

**Locks
In The
News**

**Piney Z Community Development District
Pati Lytle
950 Piney Z Plantation Road
Integrated Access Control System**

Qty	Description
1	Omni Prox Card Reader
1	Standard Electric Strike
1	Wire
4.5	Installation Labor
<hr/>	
Total \$1,080.00	

Monthly fee to include:

**Lifetime Equipment Warranty (Parts and Labor)
Two Hour Guaranteed Emergency Service
Unlimited Account Updates and Changes
Free On Demand Reporting
Use of mysonitrol.net on all CS Managed Systems**

\$25.00 /Month

NOTE: This quote is to add a card reader to the rear garage man door. One port available on the access panel.

Piney Z Community Development District
Pati Lytle
950 Piney Z Plantation Road
Integrated Access Control System

Qty	Description
1	DMP XR150 Security Control Center, Network/Dialer
1	Battery 12V 7.5AH
1	DMP Keypad, Programmable LCD White
1	DMP Digital Cell Communicator, Verizon CDMA
1	DMP Cellular Cable 10"
1	Interior Siren
2	DMP Access Control Module
2	Omni Prox Card Reader
2	Standard Magnetic Lock
2	Request to Exit Motion Sensor
2	Request To Exit Button No Touch w/ Adj Timer
6	Wire
5	Installation Labor - Necessary Conduit/Pipe
17	Installation Labor
<hr/>	
Total \$6,231.00	

Monthly fee to include:

**Lifetime Equipment Warranty (Parts and Labor)
Two Hour Guaranteed Emergency Service
Unlimited Account Updates and Changes
Free On Demand Reporting
Use of mysonitrol.net on all CS Managed Systems**

\$0.00/Month

NOTE: This quote is to add mag locks to, two restrooms doors. Doors will be on a set schedule.

Eleventh Order of Business

11A.

Employment Agreement

THIS AGREEMENT OF EMPLOYMENT is made and entered into by and between PINEY-Z COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located at 950 Piney-Z Plantation Road, Tallahassee, Florida 32311 in Leon County, Florida (hereinafter referred to as the “District”) and DAVID BAILEY (hereinafter referred to as the “Amenities Manager”) (hereinafter together referred to as “the Parties”).

Witnesseth

WHEREAS, David Bailey has demonstrated from his professional and educational experience, the level of professional competency desired by the Board of the District for the Amenities Manager position; and

WHEREAS, the District desires to employ David Bailey as its Amenities Manager on a permanent part-time basis; and

WHEREAS, David Bailey has indicated his willingness to render specific performance to the District as the Amenities Manager; and

WHEREAS, both parties feel it would be mutually beneficial to have a contract of employment between the District and the Amenities Manager setting forth the terms and conditions by which Mr. Bailey is hired as Amenities Manager.

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

1. **Employment of Amenities Manager.** The District hires David Bailey as Amenities Manager and David Bailey accepts such employment upon such terms and conditions set forth herein, to commence on January 13, 2015.
2. **Best Efforts of Employee.** The Amenities Manager agrees to perform faithfully, honestly, ethically and to the best of his ability all of the duties that may be required by the express terms of this Agreement.
3. **Nature of the Position.** The position of Amenities Manager is a part-time position which reports to the District Board of Supervisors but is directly supervised by the Chairman of the Board of Supervisors. The Amenities Manager is responsible for managing and coordinating the District amenities including the pool, lodge, fitness center, pavilion, picnic areas and general common areas located on the 3.4 acre site of the District. The Amenities Manager is also responsible for overseeing the playground area and the playground equipment. The Amenities Manager also supervises and manages contractors and support staff of the District. The Amenities Manager is required to maintain and post regular office hours, be approved by the District Board, for the benefit of the residents and guests. Attendance at all regular, workshop and special meetings of the District Board of Supervisors is also required. The duties of the Amenities Manager are more specifically set forth in Exhibit "A", attached hereto and incorporated by reference.
4. **Compensation and Conditions of Employment.**
 - a. Amenities Manager shall work a maximum of twenty nine (29) hours a week and be paid at an hourly rate of \$20.00 per hour. This amount shall be paid every two weeks, no later than five days after the payroll period that ended on

the preceding Saturday and subject to applicable federal, state and local withholding. Upon termination of this Agreement, payments due under this paragraph shall cease; provided, however, that the Amenities Manager shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which the Employee has not yet been paid.

- b. The District reserves the right to evaluate the performance of the Amenities Manager at any time, throughout the term of the Agreement, but no less than annually. The District may, in its sole discretion, increase the Amenities Manager's hourly rate, by decision of the District's Board of Supervisors
- c. The Amenities Manager shall have all Holidays of the State of Florida, as listed on the Florida Department of Management Services website off. These holidays are unpaid. If the actual holiday falls on a Saturday the preceding Friday is observed as the holiday. If the actual holiday falls on a Sunday, the preceding Monday is observed as the holiday.
- d. The Amenities Manager shall submit written requests for time off to the Board of Supervisors with sufficient advance notice so that action can be taken upon the request at a regularly scheduled Board meeting. At a minimum notice shall be provided thirty (30) days in advance. In emergency situations where time off is needed the Chairman of the Board of Supervisors may consider and approve such request.

5. **Term.**

- a. The term of this Agreement shall be through September 30, 2015 or until such time as it is extended by mutual written consent of the parties, or until termination or resignation pursuant to the terms herein. This Agreement will automatically renew for one additional one year term beginning October 1, 2015 and ending September 30, 2016 of the following year unless either Party notifies the other of its desire not to renew by September 1, 2016.
- b. David Bailey agrees to devote all of his time, attention, knowledge and skills to the position of Amenities Manager, and will not engage in other employment without prior written approval of the District.

6. **Termination of Employment.** The District is the sole judge of the effectiveness and efficiency with which the Amenities Manager performs his duties. Recognizing that Florida is a right to work state the Amenities Manager serves at the pleasure of the District Board of Supervisors and may be terminated without cause from his position at any time by a majority vote of the District Board of Supervisors at any properly noticed meeting of the District.

7. **Resignation.** The Amenities Manager may terminate this Agreement by providing written notice of resignation to the District of not less than forty-five (45) calendar days of his intent to terminate this Agreement.

8. **Expense Reimbursement.** The District will reimburse the Amenities Manager for cell phone expenses at a rate of \$45.00 per month. The District will also reimburse the Amenities Manager for mileage for travel on District business consistent with Florida Law.

9. **Ownership of Social Media Contacts.** Any social media contacts, including “followers” or “friends,” that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, or other social media networks) used or created on behalf of the District are the property of the District.
10. **Confidentiality.** Amenities Manager recognizes that the District will have personal information relating to its residents, personnel records for its employees, sensitive information from vendors and other vital information (collectively “Information”). Amenities Manager will protect such information and will not divulge, disclose or communicate any Information to any third parties unless required to by Florida law. If the Amenities Manager has any questions regarding his responsibilities regarding disclosure of Information he shall confer with District Counsel.
11. **Public Records and Sunshine Law.** Amenities Manager is aware of the applicability of the Florida Public Records law (Chapter 119, Fla. Stat.) to the records of the District and will notify the District Counsel and District Manager immediately upon receipt of a public records request received orally or in writing. Likewise the Amenities Manager is aware of the applicability of the Florida Sunshine law (Chapter 286, Fla. Stat.) to the Districts’ activities. The Amenities Manager agrees to confer with District Counsel regarding his responsibilities under the Florida Public Records Law and Florida Sunshine Law to insure compliance.
12. **Computer and Email Policy.** The primary purpose of computers and email is to expedite necessary business transactions and communications. Incidental personal use of computers and email is permitted on an infrequent basis. However, personal use should not interfere with the Districts operations and should not interfere with the job

duties of the Amenities Manager. Computers and email should not be used in ways which are disruptive, offensive to others or harmful.

13. **Return of Property.** Upon termination of this Agreement, Amenities manager shall deliver to the District all property belonging to or relating to the District business that is in the Amenities managers' possession or control.

14. **Compliance with Districts' Rules and Policies.** Amenities manager agrees to comply with all of the rules and policies of the District.

15. **Severability and Applicable Law.** All agreements and covenants herein are severable and in the event that any of them shall be held invalid by a Court competent jurisdiction, the Agreement shall stand interpreted as if such invalid agreement or covenant were not contained herein. This Agreement shall be governed by the laws of the State of Florida and venue for any action between the parties shall be in Leon County, Florida.

16. **Complete Agreement.** This written Employment Agreement embodies the whole agreement between the Parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the District or the Amenities Manager other than those contained herein. This Agreement may not be assigned by either Party. This Agreement may not be modified without the written consent of both parties.

David Bailey

Date

Piney-Z Community Development District

Date

Exhibit A

AMENITIES MANAGER

The Amenities Manager oversees the day to day operations of the Piney-Z Community Development District (“District”) facilities, including the lodge, fitness center, pool, playground, pavilion, picnic area and general common areas. This person serves as the liaison between the Board of Supervisors and the public/homeowners.

The Amenities Manager shall keep office hours on the District premises and is required to attend all meetings and workshops of the District Board. The Amenities Manager reports to the Board but is under the direct supervision of the Chairman.

The Amenities Manager supervises contractors engaged by the Board as well as District support staff.

The Amenities Manager oversees and is responsible for handling petty cash, approving payroll, maintaining the key fob system for access to amenities and reservations of the amenities for private functions.

The Amenities Manager may also be called upon to assist in responding to public records requests and compiling the annual budget.

The Amenities Manager is expected to walk the property at least once a week and to schedule maintenance when needed to insure all facilities are in good working order for the enjoyment of the community.

This job description is intended to provide the general responsibilities of this position. As such the description and duties are subject to change as deemed necessary by the Board of Supervisors.

Twelfth Order of Business

12B.

**AGREEMENT BETWEEN THE
PINEY-Z COMMUNITY DEVELOPMENT DISTRICT
AND ALAN COX AQUATICS OF TALLAHASSEE, INC.
FOR POOL SERVICES**

This Agreement (“Agreement”) is made and entered into this ____ day of March, 2015, by and between:

Piney-Z Community Development District (“District”), a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Leon County, Florida (hereinafter “District”), and

Alan Cox Aquatics of Tallahassee Inc., a Florida Corporation with a mailing address of 7373 Ox Bow Circle, Tallahassee, Florida 32312 (hereinafter “Contractor” and, together with the District, the “Parties”).

RECITALS

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

WHEREAS, the District owns, operates and maintains certain amenity facilities including the District Pool Facility (“Pool”); and

WHEREAS, certain work must be performed to ensure the Pool complies with those standards required by the Leon County Health Department and the State of Florida; and

WHEREAS, Red Cross Basic Lifeguard Training is required of all personnel working at the Pool during the open season; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to perform work and provide expertise to insure that these particular standards and requisite training, more specifically described in **Exhibit A**, which is attached and incorporated herein by reference (“Scope of Work”) are met; and

WHEREAS, Contractor has such expertise and desires to contract with the District to perform the Scope of Work in accordance with the terms and specifications in this Agreement; and

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

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

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

SECTION 2. SCOPE OF WORK. The Contractor is responsible for the oversight and performance of all services described and contained within the Scope of Work attached hereto as Exhibit A. The Scope of Work under this Agreement shall include the training, certifications and oversight required by the Agreement, and providing for all designated labor, materials, equipment and services to fulfill Contractor's obligations. The intent of the Agreement is to include all items necessary for the proper execution and completion of the Scope of Work by Contractor.

SECTION 3. TERM. Contractor shall commence the services set forth in the Scope of Work upon full execution of this Agreement by both the District and the Contractor (hereinafter, the "Parties") and presentation of the insurance information required by Section 6 to the Amenities Manager. The Term of the Agreement shall be from the full execution of the Agreement by both Parties through December 31, 2015. The Agreement shall renew automatically for twelve (12) month term(s) beginning January 1, 2016 unless either Party notifies the other in writing by December 1st of the prior year of the desire not to renew.

SECTION 4. CONTRACT SUM. The total sum to be paid annually to Contractor by the District for the performance of the services described within the Scope of Work is Six Thousand and No Dollars (\$6,000.00) ("Contract Sum"). This fee is inclusive of all costs, materials, items and services that Contractor is responsible for under this Agreement, including, but not limited to, training of personnel, performing, inspection and repairs of the facility.

SECTION 5. PAYMENT. Contractor will submit monthly invoices for payments in the amount of \$500.00.

SECTION 6. INSURANCE. Contractor shall, at his own expense, maintain insurance during the performance of this contract, with limits of liability not less than the following:

General Liability (Including Athletic Participants)	
Each Occurrence	\$1,000,000
Fire Damage	\$ 300,000
Personal and Adv Injury	\$1,000,000
General Aggregate	\$1,000,000
Products-Comp/Op Agg.	\$1,000,000
Accident Medical	
Max Medical per Claim	\$ 10,000
Accidental D&D	\$ 2,500
Deductible per Claim	\$ 500

Contractor shall provide District with a certificate naming the District as the Certificate Holder. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least fifteen (15) days written notice to the District. Insurance coverage shall be provided by a carrier licensed to conduct business in the State of Florida.

SECTION 7. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the District and its officers, agents, and employees from any and all liability, claims, actions, losses, suits, damages, expenses or demands, including, but not limited to, attorneys' fees, by any person, corporation, or other entity for bodily injuries, sickness, death, disease, and tangible property damage of any nature, arising out of, or in connection with, any negligent acts or omissions or willful misconduct of the Contractor or its employees, or anyone directly or indirectly employed by them and arising out of or resulting from performance of the Scope of Work. Contractor further agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation, government, or other entity in the event that Contractor fails to perform in compliance with generally accepted Industry Standards. The indemnification provisions of this Section shall survive the execution and delivery of this Agreement and the consummation or termination of the transactions contemplated hereby.

SECTION 8. CONTRACTOR RESPONSIBILITIES. Contractor shall supervise and direct to the extent requested by the district its agents, employees, assigns in the performance of the Scope of Work, using Contractor's best skill and attention. All subcontractors referred by Contractor to perform any portion of the Work shall be licensed and insured. Contractor shall be solely responsible for and have control over methods, techniques and procedures, and for coordination in the performance of all portions of the Work.

Contractor shall be responsible for initiating, maintaining and supervising all safety programs, including those required by law in connection with the performance of this Agreement. Contractor shall take reasonable precautions to prevent damage, injury or loss to employees, residents and/or District equipment and property. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, or by anyone for whose acts the Contractor may be liable.

SECTION 9. SUBCONTRACTING. Contractor shall not contract with any subcontractor or supplier before gaining permission from the District Board of Supervisors for any additional work or expenditure outside of this Contract. Contractor shall not suggest for employment of or enter into any contractual relationship with, unfit persons or persons not skilled in tasks and training assigned to them.

SECTION 10. LABOR AND MATERIALS. Contractor shall provide and pay for labor, materials, equipment, tools, and other services necessary for proper execution and completion of the Scope of Work.

SECTION 11. WARRANTY. Contractor warrants to the District and the Contract Manager that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted by the Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Agreement.

SECTION 12. PERMITS, FEES AND NOTICES. Contractor shall comply with and give notices required by agencies having jurisdiction over the District Pool Facility. If Contractor performs work knowing it to be contrary to applicable laws, statutes, ordinances,

codes, rules and regulations, or lawful orders of public authorities, Contractor shall assume full responsibility for such Work and shall bear the attributable costs. Contractor shall promptly notify the Amenities Manager in writing of any known inconsistencies in the Agreement with such governmental law, rules and regulations, if any.

SECTION 13. TESTS AND INSPECTIONS. At the appropriate times, Contractor shall arrange tests, inspections and approvals required by the Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Amenities Manager requires additional testing, the Contractor shall perform those tests.

SECTION 14. SITE. Contractor shall confine operations on District premises in the performance of the Scope of Work, to the District Pool Facility or any other area permitted by the Amenities Manager.

SECTION 15. CLEANING UP. Contractor shall remove all tools, equipment, machinery and surplus materials immediately after performing any work to insure the safety of those using the Pool Facilities. Contractor shall also properly dispose of waste materials.

SECTION 16. CHANGE ORDERS. The District reserves the right to propose amendments to the Scope of Work, including alterations, reductions or additions. Upon written receipt by Contractor of a contemplated amendment, Contractor shall, in writing, (1) provide a detailed estimate of the increase or decrease in cost due to the contemplated amendment (2) advise the District if the contemplated change shall affect Contractor's ability to meet the inspection or certification of the facility

SECTION 17. CORRECTION OF WORK. Contractor shall promptly correct any repair work rejected by the Amenities Manager as failing to conform to the requirements of the Agreement. Contractor shall bear the cost of correcting such rejected work not accepted by the Amenities Manager. If Contractor fails to correct nonconforming or rejected work within a reasonable time and after written notice from the Amenities Manager or the District, the District may take measures to have that work completed and have the resulting expenses applied to the contractor.

SECTION 18. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including, but not limited to, reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution mechanism and including fees incurred in appellate proceedings.

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of District liability beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 20. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 21. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

SECTION 22. TERMINATION. The District and the Contractor shall have the right to terminate this Agreement with 60 days' notice by either party.

SECTION 23. INDEPENDENT CONTRACTOR. Contractor and District agree that Contractor is and shall remain at all times an independent contractor and shall not in any way claim or be considered an agent or employee of the District. Contractor does not have the power or authority to bind the District in any promise, agreement or representation. Contractor shall be responsible for the payment of all compensation, taxes, and employee benefits and other charges payable with respect to individuals retained to perform any Work contemplated by this Agreement, including, but not limited to, all applicable federal income tax withholding, FICA, federal unemployment taxes, unemployment compensation, and any other taxes or charges imposed by law with respect to such individuals.

SECTION 24. ENTIRE AGREEMENT. This Agreement shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

SECTION 25. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the Parties ~~hereto~~.

SECTION 26. AUTHORITY TO PRACTICE. Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its' business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Amenities Manager upon request. Contractor shall comply with all laws, ordinances or regulations applicable to the Work contemplated herein. Contractor is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the work provided hereunder.

SECTION 27. NOTICES. All notices, requests, consents, and other communications hereunder shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties and Contract Manager, as follows:

1. If to Contractor: Alan Cox Aquatics of Tallahassee Inc.
7373 Ox Bow Circle
Tallahassee, Florida 32312
Attn: Alan Cox

2. If to Amenities Manager: Piney-Z CDD
950 Piney-Z Plantation Drive
Tallahassee, Florida 32311
Attn: Amenities Manager
3. If to District: Piney-Z Community Development District
175 Hampton Point Drive, Suite 4
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Current Attorney on Record

SECTION 28. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party, not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any provision or condition hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

SECTION 29. ASSIGNMENT. Neither party to this Agreement may assign this Agreement without written consent of the other party. Any such assignment without the prior written consent of the other party is void.

SECTION 30. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties hereto agree that venue shall be in Leon County, Florida.

SECTION 31. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

SECTION 32. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

SECTION 33. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 34. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law and the District's record retention schedule.

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

Attest:

**PINEY-Z COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary,
Board of Supervisors

Joseph Didier
Chairman, Board of Supervisors

ALAN COX AQUATICS Of Tallahassee, INC.

Witness

Alan Cox, Owner

Print Name of Witness

Exhibit A: Scope of Work

EXHIBIT A SCOPE OF WORK

Leon County Health Department pool certification

The contractor will:

1. Provide the CDD Amenities Manager and pool staff with guidance and training necessary to ensure compliance with the standards necessary for Leon County Health Department pool certification.
2. Provide periodic inspection services to ensure the pool is operated in accordance with the standards necessary to comply with Leon County Health Department pool certification.
3. Provide the CDD with specific information and guidance needed to comply with any deficiencies detected by Leon County Health Department or deviations from industry standards for pool and safety operations.

Pool Maintenance

The Contractor will provide training and standards guidance to the CDD Amenities Manager and Head Lifeguard or other designated person necessary for those persons to perform, and train others, on routine maintenance to include:

1. Clean / vacuum pool
2. Clean pool sides and tile
3. Inspect chemical feeder pumps (training and service as needed during visits)
4. Inspect all filtration equipment (training and service as needed during visits)
5. Inspect flow meters, pressure gauges and valves (training and service as needed during visits)
6. Backwash filters
7. Inspect water-testing supplies
8. Inspect underwater lights
9. Store, and inject all necessary chemicals to ensure proper levels: (training and service as needed during visits)
 - i. Free chlorine
 - ii. Total Alkalinity
 - iii. pH
 - iv. Cyanuric acid
 - v. Combined Chlorine
 - vi. Calcium hardness (an extremely important test)
10. Add / Balance chemicals
11. Startup filtration system
12. Inspect all skimmers.

13. Inspect vacuum system.
14. Inspect return inlets.
15. Inspect pump room valve system.
16. Evacuating, locking and securing Pool Site upon closing
17. Inspect handicap pool lift

Minor Repairs

Contractor agrees to perform, with Amenities Manager's approval, minor repairs as needed to pool equipment and facilities that are within the scope of the Contractor's expertise. The CDD will provide payment for any supplies needed for these repairs.

Major Repairs and Facility Upgrades and Modifications

The Contractor will notify and consult with the Amenities Manager, and advise the CDD board (if requested), on major repairs or proposed upgrades and recommend applicable vendors and repair methods or options.

1. The CDD will contract directly with any third-party repair/construction vendors.
2. The Contractor will assist with monitoring the quality of repairs or upgrades performed by any third-party vendors within the scope of the technical expertise held by the Contractor.
3. Contractor shall not contract with any subcontractor or supplier before gaining permission from the District Board of Supervisors for any additional work or expenditure outside of this Contract.

Facility and Operations Inspections

The Contractor will provide on-site inspections to ensure that:

1. Lifeguards are conducting operations and performing in accordance with established safety standards and Lifeguarding principles.
2. Pool maintenance is being performed and equipment and chemicals are properly maintained.
3. Water Quality is within the tolerances of the American Public Health Association and the local health department while the Pool Site is open to swimmers.
4. If, in the discretion of Contractor, it is determined the water quality or other safety concerns are insufficient to properly operate the Pool Site, Contractor shall have the right to close the Pool Site for such period of time as shall be necessary to correct the safety concerns or water quality. The Amenities Manager will be notified ASAP.

5. Notwithstanding all of the aforementioned, Contractor shall be excused from maintaining water quality as established herein and the CDD shall be entitled to no refund, in the event of any Act of God.

During these inspection visits the Contractor will also perform the following equipment inspections and service the equipment as needed:

1. Inspect chemical feeder pumps
2. Inspect all filtration equipment
3. Inspect flow meters, pressure gauges and valves

The on-site inspections will be performed a minimum of:

In-Season	Weekly
Off-Season	Weekly

Pool Chemicals

The Contractor will order all Pool chemicals and associated supplies needed to operate the pool and maintain water quality. The CDD will pay for these supplies.

Pool Season Closing

Contractor will work with the Amenities Manager and Head Lifeguard at the end of the pool season to prepare the pool and equipment for safe storage. Contractor will train and assist the Amenities Manager and Head Lifeguard on the following season closing services as applicable and inspect the pool to ensure proper completion of the necessary tasks. The Contractor may perform or assist in completing technical tasks as needed.

1. Pump pool water to correct level
2. Set variable pumps to lowest speed.
3. Clear deck of pool accessories, rescue equipment, Lifeguard equipment.
4. Cover ADA compliant handicap lift chair.
5. Clean utility shed of empty containers and organize shed.

Lifeguard Staff

Lifeguards will be employees of the CDD and respond to direction and guidance from the CDD Amenities Manager.

The Contractor will recruit and train Lifeguard candidates and ensure they have met applicable certifications. The Contractor will then recommend selected candidates to the CDD for employment as Lifeguards. Contractor shall not suggest for employment unfit persons or persons not skilled in tasks and training assigned to them.

The Contractor will provide training to the Lifeguards that support safety and best practices for Lifeguarding and pool operations in accordance with applicable standards, permits, and certifications.

The Contractor may provide direction or guidance to the Lifeguards that support safety and best practices for pool operations. Any perceived conflicts in supervision or guidance between the Contractor and Lifeguards or CDD staff will be brought to the attention of the Amenities Manager as soon as possible.

Employees may be terminated for any nondiscriminatory reason, including but not limited to, not performing up to the standards of the Contractor or the CDD. Contractor will recruit and train replacement Lifeguards and ensure they have met applicable certifications.

The Contractor will provide monthly In-Service training as needed (i.e. CPR, Extraction, Emergency Action Plan, regulatory changes etc.). The Amenities Manager will be notified of the dates/times when this training will be provided. The Contractor will attend the initial staff meeting between the Amenities Manager and Lifeguards to review CDD policies and procedures for pool conduct and behavior. Contractor should be familiar with CDD policies and reinforce these to Lifeguard staff.

Lifeguard Scheduling

The Contractor will be responsible for scheduling and coordinating Lifeguards to ensure that the number of Lifeguards specified by the CDD is provided for the applicable CDD pool hours. Contractor will advise the Amenities Manager of the season schedule and notify the Amenities Manager of any changes to the schedule.

Reporting and Consulting

The Contractor will notify the Amenities Manager when the Contractor will be coming for on-site visits/inspections and provide follow-up feedback and technical details to the Amenities Manager on any deficiencies found.

The Contractor will provide the Amenities Manager and the CDD board with technical consulting on pool operations, safety and certifications, regulatory requirements, pool repair, modifications, and general operating principles.

Insurance

The Contractor shall maintain and keep in force General Liability Insurance & Accident Medical Insurance in the amount of \$1,000,000.00 per occurrence. Contractor agrees to supply copies of certificates of insurance to the CDD verifying aforementioned insurance coverage.

Contractor Certification

The Contractor will maintain certification as an Aquatic Facility Operator.

CDD Responsibilities

The CDD will:

1. Provide the Lifeguards, as employees of the CDD, with
 - i. payroll services
 - ii. personnel supervision
 - iii. daily supervision of general Lifeguard performance
2. Establish guidance and policy for pool operations and acceptable swimmer activities and furnish copies to the Contractor as needed.
3. Provide free access to the pool site to the Contractor and provide 1 copy of the ~~Key~~ access control device and a key to the back gate.
4. Contract directly with and pay any third-party vendors for repair and modifications of the pool facility.
5. Fund all pool equipment and supplies purchases.
6. Pay for pool chemicals and supplies.
7. Fund all utilities services.
8. Maintain and keep in force applicable insurance coverages.

Non-CDD Classes / Programs

The Contractor may coordinate with the CDD to utilize the CDD pool facility for swim classes arranged and sponsored by the Contractor. This pool utilization by the Contractor is limited to instructional swim classes and will not be extended to non-instructional group or 'camp' activities.

For these events the Contractor will:

1. Coordinate with the Amenities Manager in advance for approval for each event.
2. Coordinate with the Amenities Manager on scheduling for each event to de-conflict with normal CDD pool activities.
3. Arrange for and pay for qualified/certified Lifeguards for the event(s).
4. Perform all funds collection for the events.

5. Pay all related expenses to conduct the events.
6. Provide a 50% profit sharing fee to the CDD for use of the pool facilities.

Signage

The CDD agrees to allow Contractor to display a sign at the Pool Site near the road promoting Contractor's classes/programs during the season the pool is open. The contents of the sign must be approved by the Amenities Manager and any changes to the prior year sign used must be approved in advance by the Amenities Manager.

-Last Page-

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**PINEY-Z COMMUNITY DEVELOPMENT DISTRICT ADULT SWIM
WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK**

Please read this form carefully and be aware by utilizing the Piney-Z Community Development District (C.D.D.) swimming pool and its amenities (hereafter referred to as the "Pool amenities") while no lifeguard is present, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you might sustain as a result of utilizing the Pool amenities under these circumstances.

I agree to familiarize myself with the rules of the Piney-Z C.D.D. swimming pool, and agree to abide by them. I understand the Piney-Z C.D.D., the C.D.D. supervisors, and the Amenities Manager retain the rights to suspend or expel members from use of the pool and its amenities for failure to comply with the pool policies and procedures.

DISCLAIMER CLAUSE

The Piney-Z C.D.D., the C.D.D. supervisors, and the Amenities Manager are not responsible for any injury, loss, or damage of any kind sustained by any person while utilizing the swimming pool and pool amenities without lifeguards present, including injury, loss or damage which might be caused by the negligence of the District.

DESCRIPTION OF RISKS

I recognize and acknowledge that there are certain dangers and risks of physical injury while swimming. I voluntarily agree to assume the full risk of any and all injuries, damages, or loss, regardless of severity, that I may sustain as a result of using the Pool amenities while no lifeguards are present. I further agree to waive and relinquish all claims I may have, as a result of using the Pool amenities, against the Piney-Z C.D.D., the C.D.D. supervisors, and the Amenities Manager.

ACKNOWLEDGMENT OF "SWIM AT YOUR OWN RISK"

During posted times for Adult Swim, the swimming pool will be available as "swim at your own risk". This means that there will be no lifeguard on duty. As a member of Piney-Z C.D.D., I understand and accept that no lifeguard will be available during these posted times of pool operation.

1. No pool member or guest under the age of 18 may swim during Adult Swim hours.

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for the Piney-Z C.D.D. allowing me to voluntarily utilize its Pool amenities during posted Adult Swim periods, I agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my use of the Pool amenities during posted Adult Swim hours;

2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I may sustain while using the Pool amenities, even though such injury, loss or damage may have been caused by the negligence of the District;

3. TO INDEMNIFY AND HOLD HARMLESS the Piney-Z C.D.D., the C.D.D. supervisors, and the Amenities Manager from any and all claims, demands, actions and costs which might arise out of my use of the Pool amenities, even though such claims, demands, actions, and costs may have been caused by the negligence of the District.

I understand and concur this Agreement will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my use of the Pool amenities during Adult Swim hours. This Release constitutes a complete release, discharge and waiver of any and all actions or causes of action against the Piney-Z C.D.D., the C.D.D. supervisors, and the Amenities Manager.

I understand and agree this Agreement applies to personal injury, or wrongful death which I may suffer, even if it is caused by the negligent acts or omissions of others.

I understand and agree by signing this Agreement, I am assuming full responsibility for any and all risk of death or personal injury on me while utilizing the Pool amenities during Adult Swim hours.

I understand and agree this Agreement will be binding on me, my family members, my personal representatives, my assigns, and any guardian for family children.

I understand and agree by signing this Agreement, I am agreeing to release, indemnify and hold the District harmless from any and all liability or costs, including attorneys' fees, associated with or arising from my use of the Pool amenities during Adult Swim.

I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon me as well as upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

I have read and voluntarily sign this release and waiver of liability and indemnity agreement, on behalf of myself and any representatives, heirs and next of kin.

Signature (must be over 18 years of age)

Printed name

Signature (must be over 18 years of age)

Printed name

Address

Date

12D.

MEMORANDUM

**TO: Supervisors – Piney Z Plantation Community
Development District**

**FROM: Bob Koncar – General Manager – Management Services -
Southeast**

DATE: January 21, 2009

**RE: Follow Up items – Agenda and Advertisement for Workshop
Meetings**

CC: Janice Eggleton Davis/Lance Rogers

As per the Board's Direction we have advertised a Board workshop every other month beginning in February. In discussions with Nancy Linnan [District Counsel] we will need to post an agenda for each meeting. Since we have not received an agenda for the upcoming meeting in February, the only items that can be discussed will be the topics to be discussed at future workshops, a prioritization of those items and which items will be discussed at which workshop.

In order to meet the "spirit" and intent of the Sunshine Law the Board will need to discuss the upcoming workshop agenda at the intervening regular meeting and post an agenda of the upcoming workshop at least a week prior to the meeting. The discussions at the workshop must be limited to those items on the agenda. If residents or supervisors bring up other issues, they should be referred to regular meetings for discussion of whether and when they will become the subject of workshop discussion. They may not be discussed if not on the posted agenda which was determined in a regular meeting.

In order to facilitate this process the Board can set the agenda for the next workshop at each Board meeting. This way the staff can post an agenda well in advance of the meeting so the public will know what topics will be covered at the upcoming workshop and be prepared to attend and contribute.

**MINUTES OF MEETING
PINEY-Z COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Piney-Z Community Development District was held on Monday, January 12, 2009 at 6:30 p.m. at the Piney-Z Plantation Lodge, 950 Piney-Z Plantation Road, Tallahassee, Florida.

Present and constituting a quorum were:

Thomas Cooper
Geraldine Rudd
Richard Mergy
Beth Matuga
Richard Kessler

Chairman
Vice Chairperson
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Janice Eggleton Davis
Nancy Linnan
Lance Rogers
Numerous Residents

District Manager
District Attorney
Property Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Cooper called the meeting to order and Ms. Davis called the roll.

SECOND ORDER OF BUSINESS

Pledge of Allegiance and Prayer

The Pledge of Allegiance was recited followed by a short prayer.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Oath of Office

Mr. Cooper as Chairman of the Piney-Z CDD administered the ceremonial Oath of Office to Supervisor Matuga and Supervisor Kessler.

B. Election of Officers – Resolution 2009-1

Mr. Cooper stated next is the election of the different seats.

Ms. Davis stated there are a few offices which are held by Severn Trent employees. Currently I am an Assistant Secretary, Pam Rower as Treasurer and Bob Koncar as Secretary and Assistant Treasurer. As you can see on the draft in your packet we are asking to appoint myself as Secretary, Bob Koncar as Treasurer and Stephen

Ms. Linnan responded yes.

Ms. Davis stated the blue notebook I gave you does have them in the section labeled Policies and Procedures.

Ms. Linnan stated fitness center, swimming pool, lodge, pavilion, playground and gazebo.

Mr. Rogers stated everyone who got a key fob from me also received a set of rules, and they were required to sign off that they would abide by them.

Ms. Davis stated this is one action which requires a 28-day notice and 29-day notice of rule development and rulemaking to be published before you can have the public hearing if you want to make a change.

NINTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Kessler stated I have several inputs – the first of which is a recommendation to the District and that is to schedule workshop meetings for alternate months between the regular District meetings in order to provide more opportunity for detailed discussion, exploration of ideas and opportunity for dialogue between the Board members and residents. I would suggest a format for the workshop to of course be open to the public as they have to be and announced in the newspaper . The Board Chairman should be charged with maintaining decorum and determining when the workshops should end but otherwise the emphasis should be to engage in open ended discussions. During these workshop meetings the Board would not vote on any matter, make any business decisions or direct any actions for the District Manager or Property Manager. The workshops should be unpaid sessions for the Board members, the attendance at the workshops is not required by all Board members and that a quorum not be required in order to hold the workshop. I would recommend that the minutes of the workshop be provided as a written summary instead of a recording. My idea with this is, and I realize this is a lot of detail, to me there are a lot of items to discuss and I think today is a prime example of things that have to be done and the bureaucracy that is there makes it very difficult for people to engage and talk about some of the issues and some of the detail we want to get into -- we just do not have sufficient time and especially if we can have something in a less formal and inexpensive environment we can engage in open discussions and fuss at each other

about the stuff we really want to fuss about . Then we could make a lot more progress, get people together more, have more communication and understanding about what we are doing here. The volume of material at the regular meeting and the formality of the structure makes it difficult to get to the point in the communications we want to be in. I have written this up and will pass it around – I realize it is a lot of detail on the notes or the points of what the format might be specifically but we are really fortunate with Ms. Linnan here tonight and maybe she can tell me if my original idea is totally off base.

Ms. Linnan stated you must record – it is a public meeting and you are a collegial body. It is a public meeting even if you have less than a quorum here, it is publicly advertised, and you need a recording system. It does not have to be fancy someone can bring a cassette recorder.

Mr. Kessler stated a written summary is not acceptable.

Ms. Linnan stated no.

Mr. Kessler asked what is the deal when in all of the notices it says in case someone wants to contest they 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?

Ms. Linnan responded the difference is everybody makes a recording of the meeting but that is not good enough if you need a record – if you go to court for appeal, you need a court reporter at that point to identify what each part is. If you ever try and do a transcript of one of these it is very difficult and you cannot get it admitted into court - if you have a court reporter you can. This is why you see it in all public hearings and public meetings but you cannot rely on our recording because no judge is going to take it and you need to bring your own system which is a court reporter if you want to get it submitted later.

Mr. Kessler stated a voice recording will work for our purposes.

Ms. Linnan stated absolutely. A small recorder will do it, keep a tape and get a copy to the District.

Mr. Cooper asked how long are we required to keep these?

Ms. Linnan responded usually about three years. There is a Schedule of Destruction of Public Documents provided by the Secretary of State.

Ms. Rudd stated personally I think it is the only way to get anything done because you cannot get it done in this hour.

Mr. Mergy asked what are we not getting done?

Ms. Rudd responded all of the stuff we want to discuss.

Mr. Mergy stated I have been on the ACC for five years. You cannot get a person to help me with it. Most people do not attend a homeowners' meeting and they are going to start coming to these meetings? I do not think we are going to get the results Mr. Kessler is looking for – people just do not care.

Ms. Rudd stated it gives the Supervisors an opportunity to discuss the things we never have an opportunity to discuss because I cannot call you to discuss things but we can do it at an open meeting.

Mr. Kessler stated we need participation too - not just the Supervisors.

Ms. Rudd stated it would be open to them if they would come and we would try to get them to come.

Mr. Mergy stated that is if they would come.

Ms. Matuga asked will it cost us any money to notice these meetings?

Ms. Linnan responded sure, you have to put it in the newspaper.

Ms. Davis stated I will have to confirm but if we do not have to transcribe the minutes I do not believe we would be charging additional. I want to make it clear to any of the Supervisors, that if you have something you want on the agenda to be discussed, we prepare the agenda but we prepare it based on the things we know are standard. However, we can add things and we have never, that I know of, limited this meeting to one hour so you are not under that time constraint. Under Supervisor Requests is where you can bring up items you would like to discuss about your community or things of concern. I do not want you to feel like you cannot accomplish work at this meeting.

Mr. Mergy asked do we have to vote on this tonight?

Mr. Cooper responded when we get into budget this is probably the most critical area we get involved with each year. We have time constraints on what we have to have finished and when it has to be delivered. We changed some meetings and made them closer together so could meet these time constraints. What Mr. Kessler is proposing we could probably keep our same schedule and maybe have one extra meeting or what not.

As he suggested it would not be a paid meeting for the Supervisors, so we would not go over our budget.

Ms. Rudd stated I think he wants to discuss things other than the budget that we all have differences on somewhat and we never have an opportunity to get ideas from the residents because there is not enough of the people here and I think we have had one newsletter in a year; people do not know what is going on.

Mr. Kessler stated I would like to emphasize this need not be a permanent thing. If this turns out to be a dud and we get tired of each other after two meetings it would not be any problem for it to die off. My feeling is there is a lot of material – I have probably 25 or 30 issues I think people would like to discuss and think each of those is either a one day or one week discussion depending on the particular topic. You have two new Board members and from what I have seen of the meetings in the past, you get into the budget cycle and you are pretty much locked down on that. To look forward and to go out and get some ideas and have better communication with everybody in the neighborhood would be a format which for the most part would give us more time and also perhaps be a little less structured and open ended so people could have their say and express themselves so we can understand each other better about what we have to deal with and what we have to work with.

Ms. Rudd stated you also may have an idea this is right, you have a meeting and get everybody's opinion and then you say why did I come up with that crazy idea. You need to talk it out sometime and we cannot talk it out.

Mr. Cooper stated that is true.

Ms. Vaccaro asked why can you not discuss it openly here? We have mechanisms in place for you to discuss and also for us to give feedback. What is comforting about that is we have a voice recording that is transcribed and when the agenda package is posted on the internet I can go back and read what happened but if you do not transcribe the meetings and I do not attend I have no idea what happened.

Ms. Rudd responded you used to have a meeting to discuss what you were going to do at the HOA. We cannot talk to each other.

Ms. Vaccaro stated I think this meeting was designed for you to talk to each other.

Ms. Rudd stated you have an extra one and we need an extra one because this is scripted and there is no time to really discuss the things that need to be discussed.

Mr. Kessler stated the openness is not an issue – things can be discussed here but it gives us more time to discuss. I think it is a lack of openness from a lack of time – we just need more opportunity to discuss the issues.

Mr. Bridges stated if it is a workshop, obviously, you are not making decisions and you are not voting on anything. I had the same troubled concern when I was on the Board – the one thing I think really needs to be clear to people is that it is a workshop so everybody understands the difference between a workshop and quite frankly a Board meeting because I can foresee people coming to workshops presuming there is going to be some resolution of whatever it is they want to discuss at the workshop. You need to make sure everybody is perfectly clear a workshop is not a point of resolution; it is a point of discussion.

Mr. Cooper stated we can look at our city commissions and they do have these open meetings so people can come in to discuss and listen but they make no decisions until the regular meeting.

Mr. Bridges stated I can remember the HOA having an Open House on a Saturday where one or two of the Board members would come. I would want, from my perspective as a former CDD Board member, as informal a setting as humanly possible because I would not want the presumption that this is a CDD Board meeting. I also think the idea of having someplace where people could come to have a dialogue. You do not have to have every CDD Board member there you can have one or two and if everybody comes that is fine, too.

Ms. Matuga stated given that it is voluntary to the CDD members and that it is open to the community – I see very little negatives or downsides to at least try it.

Mr. Kessler MOVED to schedule workshops and Ms. Rudd seconded the motion.

Ms. Linnan stated if you find you do not need the additional meetings you have to cancel them and you also have to advertise the cancellation.

Ms. Matuga stated when we are testing the waters for the scheduling we should only schedule one or two at a time so we do not have to go back to cancel in a notice.

Mr. Bridges stated I would schedule one at a time and if you like that at the next Board meeting you could schedule a subsequent meeting.

Mr. Kessler asked what is the difficulty level of remembering and coordinating the announcement for month to month – should we not just advertise these for a year and get one price.

Ms. Davis responded if you decide not to have one, you have to advertise to cancel.

Ms. Linnan stated you will get it either way – if you do it one at a time it is going to cost you more because you have to do more than one advertising but on the other hand if you do them all at once and you cancel, you still have to run it in the newspaper.

Ms. Matuga stated if one of us shows up it is technically a workshop.

Ms. Linnan stated absolutely with your tape recorder.

Ms. Matuga stated while I think it is very valuable to us, we would also want to inform the community about it. Aside from the notice in the paper, is there any strategy for trying to encourage attendance in a way that does not cost a lot of money?

Mr. Kessler responded that is the last checklist I have at the bottom of actions but I do not have a comprehensive plan.

Ms. Vaccaro stated since it is every other month, signage is probably the best bet – it is the most effective way to advertise since there can be one at every entrance.

Ms. Rudd stated maybe Mr. Rogers can help us with a notice and we can hand deliver it.

Mr. Rogers stated the cost would be 800 or so copies and somebody delivering them.

Ms. Rudd asked what is the cost to mail it?

Ms. Vaccaro responded about \$400.

Mr. Kessler stated you are looking at a long-term thing and that is probably one of the discussion topics – how do we set up mechanisms to get the word out about activities? We cannot solve both problems at the same time. We have a motion and second do we need to work out more of these details of who is going to do what?

Mr. Cooper responded I think the motion needs the date.

Ms. Rudd stated he said off months.

Ms. Davis stated I would need a date to put in the public notice to advertise.

Ms. Matuga asked do we want a weeknight or a weekend?

Mr. Mergy responded I would not come to a weekend.

Mr. Cooper stated you are actually proposing six meetings.

Mr. Bridges asked what happens if you have two or three people who are showing up at these meetings? Is this just a vehicle so you can talk together or is it a vehicle for the community to talk?

Ms. Rudd responded we hope it will be for the community and we will get more participation but we do not know.

Mr. Bridges asked and if you do not?

Ms. Rudd responded we can discuss it within ourselves.

Mr. Bridges stated that is not what I am looking for.

Ms. Rudd stated you can come and participate.

Mr. Bridges asked why should I have to come to a bunch of meetings to monitor you?

Ms. Rudd responded you are not monitoring.

Mr. Bridges stated I am monitoring.

Mr. Cooper stated that is not the object of the meetings. If you want to be critical of what we are doing that is your prerogative.

Mr. Bridges stated at six Board meetings a year but why do I have to come to 12 meetings a year.

Ms. Rudd asked do you go to all of the homeowners' meetings in between?

Mr. Bridges responded I frequently go to them.

Ms. Linnan stated every single workshop I have ever been to, there was an agenda or a topic. It did not have to be real tight but there was a topic and everybody knew what the topic was going to be. If they were not interested in that particular topic, they did not come but at least they knew about it. Not that somebody could not say there is something else, but usually they stick pretty close. It is not a fixed agenda but there is some type of canopy topic. It might help with the homeowners so they know what the issue is.

Ms. Rudd stated maybe they have some.

Ms. Linnan stated they could submit for your next workshop.

Mr. Kessler stated I can start a list and I think we need a workshop to put priorities on the list.

Mr. Cooper stated the motion is giving us a workshop every other month to alternate our meetings.

Ms. Matuga asked in the motion we are going to notice six at a time or should we scale this back a little and maybe notice one?

Mr. Cooper responded this is what the motion is.

Ms. Davis stated someone can say they want to amend the motion.

Ms. Matuga asked how much typically do the notices cost?

Ms. Davis responded less than \$700.

Ms. Matuga stated so in effect there is no difference in scheduling 12 or scheduling one of them.

Ms. Davis stated there is if you do them month-to-month. If you do them on one notice it is one price but if you do one this month and then another so it is each time you run an ad.

Mr. Bridges stated let us say you schedule six but you decide later you are going to cancel meeting number three, we pay for that but you would really like to have meetings four and five you have to refile.

Ms. Linnan stated no.

Mr. Bridges stated you only have to pay for one cancellation.

Ms. Davis stated if you get all of your cancellations in one just as if you had all your meetings in one that would be correct. If you decided after your first three meetings we do not want to do this anymore – we can run one ad with three cancellation dates.

A resident asked in place of having all these workshops what about at the end of every meeting ask the audience to give concerns?

Ms. Davis responded it is on the agenda now to allow for that.

Mr. Cooper stated that is what we have done in the past.

The resident stated you can let the people speak then what their concerns are in place of doing all of this. I am like Mr. Mergy – I have been here a long time and been in

this and people are not interested. They will talk to you out there but it is difficult to get them to come to a meeting.

Mr. Bridges stated you have the HOA meetings you are already going to -- what is to prevent you from having discussion at the end of an HOA meeting? You are present and you have announced you are present there already.

Ms. Davis stated they have announced it but they are not recording it and we are not doing minutes of it. Again, we did that notice in an abundance of caution.

Mr. Bridges stated there is nothing to prevent them from recording the meeting if they so desire.

Ms. Davis stated right, but what I am saying is that it was not to authorize them to carry on District business at an HOA -- that was not the purpose of the advertising.

Mr. Rogers stated I think was instructed by Ms. Davis and Mr. Koncar to always have copies of the minutes in my office available to anybody who asked for them. Would I have to have a copy of the tape in my office or somebody would have to make them tapes?

Ms. Davis responded it is a part of the public record.

Mr. Rogers stated I can see people asking for the tape now if it is not in written form.

Ms. Davis stated we now do digital recordings and we can email an MP3 file to Mr. Rogers so he has it. He also keeps a hard copy of the agenda book the recording secretary sends to make sure a record of the proceedings is here as well as with the city.

Ms. Vaccaro stated you can also post MP3 files on the web.

Mr. Cooper stated we have a motion on the floor and a second -- I am going to call the vote.

<p>On VOICE vote with Mr. Kessler, Ms. Rudd and Mr. Cooper voting aye and Mr. Mergy and Ms. Matuga voting nay the prior motion for workshops to be held the second Monday of alternating months, beginning February 9, 2009 at 6:30 p.m. at the Piney-Z Plantation Lodge was approved.</p>
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Ms. Davis stated to confirm we are scheduling workshops for every other month on the second Monday at 6:30 p.m. at the Piney-Z Plantation Lodge and the first workshop is to develop a workshop priority list so I have on the record what it is we are asking our recording secretary to advertise and you are authorizing us to do that for the first six meetings at this time.

Ms. Rudd asked at the first meeting if there is something else we want to discuss can we discuss it?

Ms. Linnan responded that is what gets tricky – if you said this is what the topic is going to be and they do not come or they come and you do not get to the topic or you raise another one and other people might have been interested but did not come.

Ms. Rudd stated but we can raise them at that meeting.

Ms. Linnan stated you can raise them but you probably need to set them for another meeting and tell people in advance.

Ms. Davis stated if we are having a budget workshop but somebody wants to talk about parking then you would table that to the next workshop to have it noticed that parking would be the topic.

Ms. Rudd stated you need something where you can discuss what people tell you on the street of their concerns of what is happening and what they would like to discuss.

Ms. Matuga asked what if you notice something so incredibly broad as to encompass anything that might be brought up.

Ms. Linnan stated that is too much.

Mr. Bridges stated you are not going to be discussing non-District issues at these meetings.

Mr. Kessler asked should we ask Mr. Rogers to set the Lodge for those evenings so we do not have any conflicts?

Mr. Rogers responded I have mentally noted it.

Mr. Kessler asked do we want to ask Mr. Rogers to investigate some signs to advertise?

Mr. Rogers asked do you want a topic on the sign?

Mr. Cooper responded I think we can do that on the internet.

Multiple speakers discussing signs.

**MINUTES OF MEETING
PINEY-Z COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Piney-Z Community Development District was held on Monday, March 9, 2009 at 6:30 p.m. at the Piney-Z Plantation Lodge, 950 Piney-Z Plantation Road, Tallahassee, Florida.

Present and constituting a quorum were:

Thomas Cooper
Geraldine Rudd
Richard Mergy
Beth Matuga
Richard Kessler

Chairman
Vice Chairperson
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Bob Koncar
Janice Eggleton Davis
Nancy Linnan
Lance Rogers
Numerous Residents

General Manager, STS
District Manager
District Attorney
Property Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Cooper called the meeting to order and Ms. Davis called the roll.

SECOND ORDER OF BUSINESS

Pledge of Allegiance and Prayer

The Pledge of Allegiance was recited followed by a short prayer.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the
January 12, 2009 Meeting**

Mr. Cooper stated each Board member received a copy of the minutes of the January 12, 2009 meeting and requested any additions, corrections or deletions.

There not being any,

On MOTION by Mr. Mergy seconded by Ms. Matuga with all in favor the minutes of the January 12, 2009 meeting were approved.
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Ms. Matuga asked were the numbers on the handouts reviewed or validated by an accountant?

Mr. Kessler responded no.

Ms. Rosemary White stated you said we now have three HOA's. It is my understanding they will be in our umbrella and they will have an additional HOA. I do not believe any of that land is incorporated in the \$64,000.

Mr. Cooper stated it is – they have been from the start. It is part of the CDD's package from day one.

Ms. White stated that has nothing to do with HOA dues.

Mr. Cooper stated you are correct on the dues.

B. Discussion of Prioritizing Workshop Items

C. Discussion of April Workshop Agenda

Mr. Cooper stated we have to have all of this in by June to the State of Florida to be approved.

Mr. Mergy asked what do we have to have in?

Mr. Koncar responded the budget.

Mr. Cooper stated I was in hope that we could start doing some of these discussions in the special meetings we were having. But as I look at the schedule we need to have the special meeting next month on budget and budget only. I am also going to suggest we go to the next special meeting and set an agenda for that tonight. I do not know if every body realizes we do not have to publish the special agenda in the newspaper – it has to be posted and will be posted on the internet and at the office for those who want to know what will be discussed.

Mr. Cooper MOVED the April workshop to be budget discussion only.

Mr. Kessler stated we are talking about doing discussions of the budget in the next scheduled workshop.

Mr. Cooper stated right, we have to vote on that in May and it has to be in June unless we change our meeting date to June.

Mr. Kessler stated in the past I think the District has scheduled an extra meeting.

Ms. Davis stated last year it was April that we had the budget workshop.

Mr. Cooper stated you can go either way.

Mr. Koncar stated you are actually putting an extra meeting in because you do not have a meeting in April. You would have your preliminary discussion on the budget in April, May you would vote on it since you do not have a regular meeting in June. The State Legislature changed the timeframe last year and instead of having it in on July 15 it has to be in on June 15 and that is the problem.

Mr. Kessler asked are we going to have a budget to look at?

Mr. Koncar responded we will get a tentative budget out. The Chairman and I discussed this before the meeting – normally what we have done in the past, in the last workshops we had, we provided a three-year line item history of the previous budgets. This one is coming earlier than it was last year so your financials for this particular year-to-date are not going to be as up-to-date as they would have been because we are so much earlier in the process. We will get it out to the Board before the next meeting to give you a chance to look it over and at that meeting we will have a discussion, the Board will give us some direction and then we will put together a budget which is technically called the tentative budget for your May meeting – you would adopt that budget, that is what we advertise the public hearing for and whatever your assessment level is - that is how that is done.

Mr. Kessler asked will Severn Trent be participating in the next meeting?

Mr. Koncar responded we will be there.

Mr. Kessler stated we will have a lot of questions.

Mr. Koncar stated also, Ms. Linnan has mentioned the workshops with regard to minutes and I will let her address that.

Ms. Linnan stated there was a question from the last meeting about the meetings and what you have to do at them. I had strongly suggested you provide an agenda so folks know what is going to be talked about and they can choose whether to come or not. I also said as long as you have a tape recording or something like that you did not need minutes. Shortly, after that I attended a meeting of about 200 city and county attorneys from around the state and we talked about the Sunshine Law. There is an Attorney

General's Opinion that says you do not really need an agenda but everyone talked about it and said they would never recommend their commission take up anything that was not on the agenda unless it was an emergency item. It was not uncommon at a workshop for something else to come up. If it does – you say that is great, let us add that to our priority list and we will post it so people will know what to come for because you have to give reasonable notice. However, the research led me into a line of Attorney General's Opinions that says you have to have minutes for all meetings including workshops. I know you were concerned about the cost of Severn Trent providing those minutes so I do not know if somebody participating in those workshops would take the minutes but you do need minutes.

Mr. Kessler stated I saw something on the Attorney General's FAQ area indicating recordings of public meetings were not required.

Ms. Linnan stated there is nobody out there who would go forward without a recording and frankly it is just a defensive move if somebody says these minutes are not right or something like that you have the recording to fall back on. That is the easy part – it is the minutes that are hard.

Mr. Cooper stated unless you have a court reporter.

Ms. Linnan stated which is a lot more expensive.

Mr. Kessler asked is there a guideline as to how much detail has to be in the minutes?

Ms. Linnan responded no, but it said the minutes should be kept in the same way as the minutes of a regular meeting are.

Mr. Kessler stated I am still confused on the agenda. To me the workshop was a way to facilitate this idea instead of having meetings on a periodic basis and topics coming up and trying to rush through and get something done. Items could be brought up, topics introduced much as we have done tonight, have other meetings at which you could discuss items more openly in a less formal atmosphere and then conduct business later on.

Ms. Linnan stated the thing for a lot of folks is it can be abused – the Sunshine Law is what people expect. People could have so many meetings and talk about so much that after awhile the public just drops off because they cannot keep up and they miss the

meetings. In fact, while nobody votes on something at the meeting – your minds are made up. You had your discussion so when you get into a regular meeting and somebody has three minutes or five minutes to talk, the decision making really did not take place in the Sunshine and because of that concern, I located no city attorney or county attorney who, unless there is a real emergency item to put on, would say yes, let us go ahead without a pretty fixed agenda so we know what is going to be discussed.

Mr. Kessler stated I am having trouble with that because the last time I checked the city was allowing speakers, not listed on the agenda, speak at the end of the commission meetings.

Ms. Linnan stated but they do not take action on it. They can always get up and talk, and then they say thank you, talk to the staff and then report back to us. That is not the commissioners, it is the audience.

Mr. Kessler stated what we were getting in way of feedback for workshop was it would not be permissible.

Ms. Linnan stated anybody can bring up a topic and you simply have to say thank you we will look into that and post it.

Ms. Rudd stated that is not what the letter said that we received – it said we could not do anything at the last meeting because it was not published.

Ms. Linnan stated you can always take it up and say thank you we will agenda it for discussion at a later time. You cannot make a decision about it.

Ms. Rudd stated we do not vote on anything.

Ms. Linnan stated you cannot get into talking about it – you can get enough information so Mr. Rogers can check into it and report back to you in a regular meeting where you could take action.

Ms. Matuga stated there was some discussion about this at the last workshop – are we or are we not permitted to set agenda items for the next workshop at a workshop meeting?

Ms. Linnan responded as long as you set them at a meeting. Now you will be keeping minutes so everybody will be aware of what that will be. We had suggested before because you were just having the tape recordings and you did not want everybody to sit through potentially hours of a tape recording to figure out what was next – you

could set the future agendas every other month when you had your meetings but you could theoretically do it at workshop now that you have minutes coming.

Mr. Mergy seconded the motion and with all in favor the prior motion was approved.

A resident asked when is the workshop?

Mr. Cooper responded we have a list.

Ms. Matuga stated I know we have set the next workshop to be budget only and I know we have a lot of people who came tonight specifically for the discussion of HOA funds and agreements between the CDD and HOA. I know a lot of people are pretty frustrated that is on the agenda as a discussion with no discussion.

Mr. Kessler stated there would no problem bringing this up in the next regular meeting, time permitting, it is not just a workshop topic.

Mr. Cooper stated my feeling is I wish this could have been done before the budget but time is not going to allow it for the readjusting and how we are going to deal HOA and CDD. We would be here six hours trying to handle a budget and this. I prefer it go the opposite way but with the restrictions on everything being in by the 15th of June for our budget we are forced to do it this way.

Mr. Kessler stated we have this list and we talked about prioritizing it. An approach would be to do some type of poll of the Board members to see how they felt they should be rated, collect those numbers and do some averaging and that would give us a guideline of what the Board members felt were the priorities and we could go through those over time taking the top five or so for discussion. It is a little tedious to do but the recommendation might be for the District supervisors to take this home, put the numbers down as to what you think is number one, and so forth, bring them back, we collect them and do the math. Can we do that at the next meeting?

Mr. Cooper responded I do not have a problem with that.

Mr. Jan Bridges stated this 19 item list or there about is remarkable in its scope if not its depth. There are a number of things here which I would think after your own deliberations you will decide do not even need to be into a special meeting. Reviewing

pool safety measures, policies and procedures is something you have a staff person here to do for you -- those are things the CDD Board has taken up at separate times over years past. There is one of the things I mentioned at the last CDD meeting which is a little wrong -- where it says combine HOA and CDD meetings -- I meant to have them on the same day, which is entirely different. There are a number of things here which are unnecessary and you will have to determine what they are.

Ms. Rudd stated that is what we are going to do.

Mr. Bridges stated the list came from one or maybe two people to begin with.

A resident asked how often are your workshops held?

Mr. Cooper responded we have had one.

The resident asked how long do they last?

Mr. Cooper responded it depends on the discussion.

Ms. Matuga stated the first was very short.

The resident stated I am one of those terribly expensive court reporters. I am happy to report your minutes and make you a volume discount.

Mr. Cooper stated thank you very much, will you see me after the meeting.

Mr. Kessler stated may I put forth a motion that the District Supervisors need to take this as a homework assignment to number their priorities for this discussion list and bring it back to the next workshop to be collected.

Ms. Matuga stated with all due respect to what you are trying to do -- that was our homework assignment at the workshop and apparently it has not been completed. I would like to see us agenda something here and really get it going to get this thing off of the ground because we have people coming to meeting who expect discussion, they get to meetings and there is no discussion and we cannot continue to say we will decide on that at the next meeting.

<p>On MOTION by Ms. Matuga seconded by Ms. Rudd with all in favor the June workshop to be for discussion of the CDD and HOA funds and agreements was approved.</p>
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Mr. Wiszneaukas stated since the topic we just finished discussing that Mr. Kessler brought up and impacts preparing the next fiscal year budget for the CDD.

12F.

12Fi.



Office Manager Position Description

1. Payroll
 - a. Prepare bi-weekly payroll
 - b. Receive Amenities Manager's approval
 - c. Submit approved payroll to Severn Trent
 - d. File paperwork
2. Deposits
 - a. Receive checks from Amenities Manager
 - b. Prepare deposit paperwork
 - c. Submit for Amenities Manager approval
 - d. Submit deposits to Severn Trent
 - e. File paperwork
3. Keyfobs
 - a. Assigns keyfobs as needed
 - b. Activate with Sonitrol
 - c. File keyfob forms
4. Invoices
 - a. Receive invoices via mail and electronically
 - b. Code to appropriate budget code
 - c. Receive Amenities Manager signature approval
 - d. Scan invoices into electronic folder for historical data
 - e. Submit to Severn Trent for payment
5. Supplies
 - a. Order office and cleaning supplies as needed
6. Backup Amenities Manager
 - a. Handle office functions when Amenities Manager is not available
7. Creates workshop/meeting agenda packages with all documentation for Chairman's approval, per Amenities Manager direction
 - a. Helps with lodge setup for meetings
8. Participates in renting amenities, taking reservations, showing property, answering questions, etc.

- a. Keeps log book of all reservations
 - b. Assigns keys to renters
 - c. Verify key returns and status of cleaning/repair deposit checks
- 9. Keys
 - a. Update key list as assignments are made
- 10. Procedures and policies
 - a. Updates Office Policy and Procedures Manual
 - b. Creates/updates HR policy manual
 - c. Updates Seasonal Lifeguard training manual
 - d. Updates forms as needed (i.e. keyfob request, rental request form, rental checklist, etc.)

12G.

Mr. Cooper if you do it on the internet you will reach about 85% of the people. I think the Board should approve the agenda packages be put on the internet. Those who have access can perhaps print copies for their neighbors who do not.

On MOTION by Mr. Mergy seconded by Ms. Dansby with all in favor meeting agenda packages will be posted on the District's website.

Mr. Rogers stated my experience with residents visiting me at my office is very positive.

Mr. Cooper stated I request to see everything which goes through Mr. Roger's office. I had a specific complaint which I will share. It has to do with these padded chairs. This was brought up at the January meeting and Mr. Rogers was instructed to obtain prices for replacement. Mr. Rogers purchased the chairs without authority to spend the money.

Mr. Rogers stated actually I did. The previous Board and current rules of operation allow me to spend within my budget. The money came from a \$20,000 line item of Capital Improvement and I determined there was an immediate need for our elderly. In the past, purchasing within my budget was my job. It did not have to be approved by the Board as long as I did not exceed my budget.

Ms. Dansby stated the only reason we got into it was because it was requested these chairs be purchased.

Mr. Cooper stated no, I believe it came from the Board. Mr. Mergy was the one who brought it up.

Ms. Dansby stated he was a part of the audience at the time.

Mr. Cooper stated no he was not, he was on the Board. The only authorization which was given was for Mr. Rogers to look into the price.

Mr. Rogers stated in the past it was standard operating procedure I could purchase capital improvements. We bought a piece of fitness equipment since then and other items for capital improvement and I viewed the chairs as standard operating procedure.

Mr. Bridges stated I have no problem with Mr. Rogers making this purchase. This is why we have a Property Manager. As long as it does not exceed the capital

budget I can assure you Mr. Rogers has the authority to operate within it, he has in the past.

As a Board member the one person I want Mr. Rogers to receive unilateral instruction from or for him to go to for instruction without having to go to the rest of the Board is the Chairman. I will always rely on the Chairman's judgment in any administrative matter. This is what the Chairman is supposed to do from my point of view. Regardless of whether I may disagree with what has transpired I will support the Chairman's right or authority in conjunction with the Property Manager to do things of this nature.

Ms. Rudd stated I would like to make a motion any major capital outlay be brought before the Chairman by Mr. Rogers for his approval before it is sent to Coral Springs for payment.

Mr. Bridges stated you have to define what amount the capital expenditure should be. In many instances specific sums were absolutely budgeted into the capital fund in anticipation of purchasing items during the course of the fiscal year. No particular point in time was specified because the revenue we have available is contingent on the rate of payment for the property taxes and our assessment. Mr. Rogers has authorization, but may not be purchasing items immediately if they are not of critical need, but still as Property Manager he should not have to run back and forth to the various Board members for approval.

Mr. Rogers stated it was mentioned I should find flags and I did.

Mr. Cooper stated and I was very much involved with you on this, was I not?

Mr. Rogers stated I feel I am being criticized for doing my job.

Mr. Bridges stated we are not criticizing you but rather reaffirming you can do this although we may have to set a cap and anything under this cap you can purchase without approval but if you have doubt you can speak with the Chairman.

Mr. Mergy asked have we had any problems in the past with this?

Ms. Rudd stated we have a problem with money.

Mr. Mergy stated but the use of this money has already been authorized.

Mr. Koncar stated what the budget serves is not only the numbers document but also a policy document because you decide as a Board what you want to spend the money

on. The Capital Budget has specific line items and how much will be spent on each one. When the Board approves this they are saying "this is how much you can spend, this is what you can spend it on and if there is anything different you must return to the Board for a budget amendment or whatever."

Mr. Bridges stated we have a new Chairman and essentially a new Board and I understand why the Chairman or any Board member may be uncomfortable but for a period of time we should have only one conduit, the Chairman, because we cannot micro manage. I say we leave things as they are and allow Mr. Rogers and the Chairman to work out these issues.

Mr. Cooper asked is there a motion on the table?

Mr. Mergy responded no.

Mr. Bridges stated I would like a motion where any unexpended capital outlay money in the budget which is an amount in the excess of \$1,000 will require the Property Manager discuss this purchase with the Chairman leaving the matter to his discretion. If someone wants to amend the dollar amount we can do so.

Ms. Rudd stated I would like to amend the amount to \$500.

Mr. Mergy stated I would like to amend it to \$3,000.

Ms. Rudd stated no.

A resident stated you hired a man to do a job; if you do not like what he does fire him. You're making a mountain out of a mole hill.

Mr. Bridges stated this is not our job. I am withdrawing my motion in favor of Mr. Mergy's motion.

Mr. Koncar stated if the expenditure is under \$3,000 Mr. Rogers can act unilaterally.

A resident stated in my 25 years in property management our managers had the discretion to spend up to \$500. Above this amount they required our approval.

Ms. Rudd stated I think this is wise.

A resident stated I am concerned we are focusing only on Capital Fund items and not all expenditures. Many of us are looking at the published budget figures and not understanding where the money is going. So, with Mr. Rogers's authorization to purchase how does the Board know how the money is being spent? To have another

party involved in individual spending decisions takes the heat off of Mr. Rogers and there is a cross check involved.

Mr. Koncar stated every month you receive a copy of all expenditures. We are not spending outside of your approved budget. You also have a third party auditor looking at every bill you pay to make certain what you budgeted is what your money is being used for. This is a checks and balances which is better than any one of us because auditors look at detail and decide if monies are spent appropriately or not. You can make the policies and I have no problem with the Chairman having oversight but it concerns me when it is suggested we are misappropriating money. When you say this it sounds as though we are taking the money and doing something other than what we were told to do with the budget. This is not correct nor is there any factual evidence to support your assertion.

Mr. Bridges stated and we have this budget to work with too.

Ms. Rudd stated this budget has been set and we do not understand where all the money is being spent, but no one is saying any money is being misappropriated. I want to amend the motion to \$500.

Mr. Koncar stated we have a motion on the floor.

On MOTION by Mr. Mergy seconded by Mr. Bridges with Mr. Mergy, Mr. Bridges and Ms. Dansby in favor and Mr. Cooper and Ms. Rudd opposed the Property Manager is required to obtain authorization from the Chairman for any Capital Fund expenditures in excess of \$3,000.

EIGHTH ORDER OF BUSINESS

Audience Comments

A resident stated I ask you continue to post on the internet so homeowners can be better informed. Putting contracts out for bid does not mean we want a reduction in the quality of service. Just look out for the best interests of all of us. If you have an opportunity to save some money then by all means do so but if it means cutting back on services we do not want this.

A resident stated we are working an application for neighborhood of the year for Piney-Z and we will submit it later this month with a slide show Mr. Rogers helped

Vendor	Item/Project	Cost	Reason	Comment
Fitness Pro	New Equipment	\$7,844.00	in budget	approved by board
Millers Tree Service	Remove dead trees; trim branches	\$2,975.00		approved by board
Alpha Foundation	Alpha Foundations	\$1,967.00	Raise 5 areas of pool decking which had begun to drop	5 year warranty
Bensons	Two-Zone A/C ductwork	\$1,530.00	Separated main lodge from mgr office for heat/air	save on energy bills
Quality Floors	Clean and wax wood floors	\$1,036.00		
Super Signs	Replace 12 signs on property	\$903.00	Replaced old broken and cracked sign around property	
American Leak	American Leak Detection	\$885.00	Verify all leaks for pool repair	Only vendor in Panhandle that does this type of work
May Day	Clean/trim back property	\$500.00	Clean overgrown areas; trim trees, remove vines	clean off septic tank and clean out pipes in prep for sewer connection
John Deere	New backpack blower	\$490.00	with no lawn care contract, we needed higher end blower	
G&S Fence	Remove old wading pool fence	\$450.00	Remove old wading pool fence; repair deck, fix other fencing panels	fence posts had been cut in half but not removed
GutterHawk	Pavilion gutter repair	\$430.00	Cleaned pavilion roof/gutter; coated interior of gutters/downspouts to prolong life; cleaned lodge gutters; repaired crushed downspout on lodge	Gutter replacement should be planned in next several years
Swain Pools	Replace flowmeter	\$408.00	Pool meter was leaking and had to be replaced before first freeze	Alan Cox waited until last minute to repair and could only find one vendor with the part