

**PINEY-Z COMMUNITY  
DEVELOPMENT DISTRICT**

**NOVEMBER 28, 2016**

**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

November 21, 2016

Board of Supervisors

Piney-Z Community Development District

Dear Board Members:

On Monday, November 28, 2016 the Board of Supervisors of the Piney-Z Community Development District will hold a 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 meeting:

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Organizational Matters**
  - A. Oath of Office of Newly Elected Supervisors
  - B. Election of Officers - Resolution 2017-1
  - C. Presentation Acknowledging Services of Former Supervisors
- 4. Audience Comments**
- 5. Discussion of Pavilion Roof - Jimmy Simmons, Metal Building Services, Inc.**
- 6. Approval of the Minutes of the October 17, 2016 Workshop and Regular Meeting**
- 7. Acceptance of the October, 2016 Financial Statements and Approval of the Check Register and Invoices**
- 8. Discussion of Self-Management [Supervisor Lee]**
- 9. CDD Manager's Report**
  - A. Piney-Z CDD Amenities and Management (Fitness Center, Lodge, Pavilion, Playground, Pool, Grounds)
  - B. Update on Storm Damage and Recovery
    - i. Insurance Settlement Proposal
    - ii. Pavilion Roof Repair Proposal
    - iii. Replacement of Front Yard Sign
  - C. New Year's Eve Cancellation - HOA Party
- 10. District Manager's Report**
  - A. Consideration of Audit Engagement Letter with Berger, Toombs, Elam, Gaines and Frank to Perform the Audit for Fiscal Year 2016
  - B. Consideration of Termination of Dissemination Agreement with Prager & Co.
  - C. Consideration of Severn Trent Agreement to Provide Dissemination Agent Services
- 11. District Attorney's Report**
- 12. Business Matters**
  - A. Website and Email
  - B. Lodge Rentals and Deposits

Piney-Z CDD  
November 21, 2016

- 13. Supervisor Requests**
  - A. New Supervisor Orientation
- 14. Adjournment**

Any additional supporting materials we have received for the items listed above are enclosed. Others may be distributed under separate cover. The balance of the agenda is routine in nature. If you have any questions, please give me a call at (813) 991-1116, extension 105.

Sincerely,

Bob Nanni/ms  
District Manager

cc: Christopher Lyon      Bob Reid      Melinda Parker

## **Third Order of Business**



**3B.**

## RESOLUTION 2017-1

A RESOLUTION DESIGNATING OFFICERS OF THE  
PINEY-Z COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the Piney-Z Community Development District desires to appoint the below recited persons to the offices specified.

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

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

_____	Chairman
_____	Vice Chairman
<u>Bob Nanni</u>	Secretary
<u>Robert Koncar</u>	Treasurer
<u>Stephen Bloom</u>	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS 28th DAY OF NOVEMBER, 2016.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Bob Nanni  
Secretary

## **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, October 17, 2016 at 3:30 p.m. at the Piney-Z Plantation Lodge, 950 Piney-Z Plantation Road, Tallahassee, Florida.

Present:

Cheryl Hudson  
Richard Kessler  
Michael Lee  
Joe Didier  
Ann Pincus  
Bob Nanni  
Melinda Parker  
Residents

Chairman  
Vice Chairman  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary  
District Manager/Secretary  
CDD Manager

*The following is a summary of the discussions at October 17, 2016 Piney-Z Community Development District Board of Supervisors Workshop.*

### **FIRST ORDER OF BUSINESS**

#### **Roll Call**

Ms. Hudson called the workshop to order and Mr. Nanni called the roll.

### **SECOND ORDER OF BUSINESS**

#### **Pledge of Allegiance**

The Pledge of Allegiance was recited.

### **THIRD ORDER OF BUSINESS**

#### **Audience Comments**

There being none, the next item followed.

### **SIXTH ORDER OF BUSINESS**

#### **Discussion of Alan Cox Aquatics**

- Ms. Hudson noted the issue is whether or not to continue the contract with Alan Cox Aquatics.
- Ms. Hudson inquired what testing has to be done daily during season and what has to be done off season.
  - Mr. Evans responded the same tests have to be done. Once the pool is closed they will slow the pool pumps. Chlorine does not dissipate as quickly during the winter months so the chlorinator is turned down to just keep enough chlorine in the pool to keep it from turning green. The other

items to keep an eye on are the calcium and alkalinity.

- Discussion continued on testing.
- Ms. Pincus addressed the cleanliness of the pool this past season noting residents have commented on how clean it was.
- Discussion followed on management of the pool.
  - Mr. Didier asked much time did our vendor help with pool after the recent hurricane?
  - Ms. Parker responded he was in Alaska.
  - Mr. Didier addressed cross training.
  - Mr. Lee noted they need a contingency plan for every scenario not just the pool.
- Discussion returned to the management of the pool.
  - Mr. Didier noted termination of the contract requires 60 day notice.
- Discussion followed on the insurance claim with regard to the hurricane damage.
  - Ms. Parker noted there are two issues, one being the roof. They have a settlement offer and indication that, rather than repair the 19% damaged, they would be willing to replace the entire 50% of the pavilion roof that faces the woods.
  - Ms. Hudson noted “and do the drywall and stuff inside.”
  - The two issues are the settlement offer and if they are going to go with the half roof. A proposal could not be provided for tonight’s meeting so they will either need to authorize signing authority or wait until next month.
  - Discussion continued on the roof and the ridge cap.
  - Ms. Hudson inquired if there is anything from the lightning damage?
  - Mr. Evans responded we are fairly squared away on all of that with the exception of phone lines that were burned. They are giving us a cost to pull the lines out from the office to the box.
  - Ms. Parker noted they need to have this done as soon as possible as there will be an election here and they are not sure what works and does not work.
  - Ms. Parker noted the lightning strike is very straightforward and she

believes they have identified everything. The only thing they are not sure of is the power around the arbor.

- Mr. Evans noted that was hurricane related. He disconnected it in order to get everything else back up in the pool area.
- Mr. Didier inquired if they are making an insurance claim for the pool area.
- Ms. Parker responded there was damage to the gate which was well under the deductible.
- Ms. Pincus asked what they have to do to make sure all the phone lines work?
- Mr. Evans responded I have to check to see what does and does not work.
- Mr. Lee noted it seems they have an inordinate amount of lightning damage. Do they need to put up a lightning rod or do something?
- Mr. Evans responded we can have somebody come out and provide a recommendation. The Lodge has never been hit; it is always a static discharge from something outside. He suspects it is going to be an issue with the trees being higher than any lightning rod they could install.
- Discussion continued on lightning strikes and trying to eliminate them with Mr. Lee suggesting they speak with the insurance carrier.
- Discussion followed on the wind rating for the pavilion roof.

#### **FOURTH ORDER OF BUSINESS**

#### **Discussion of Severn Trent Services / Management Services**

- Mr. Lee noted he provided an outline and discussion followed.
  - Recurring issue is inefficiency.
  - The goal is to regain control of these issues.
  - Second is the expense with an anticipated savings in the high 90% range.
  - Third this is the time to consider it given the competency of staff.
  - Mr. Lee noted the timetable would be six months, but he personally thinks they could be done in 90 days.
- Discussed ensued on the following:

- Payroll
  - A/R - A/P
  - Coordinating audit
  - Process receipt of monies from LCTC
  - Payment of bonds
  - Administrative
    - Notices
    - Meeting items
      - ❖ Agenda
      - ❖ Minutes
      - ❖ Attachments
      - ❖ FOIA requests
- Mr. Kirby inquired if a proposal can be sent out for comparable and competitive services?
  - Mr. Lee responded yes, you could.
  - Mr. Kirby stated the question is what other companies offer what and is it higher or lower.
  - Discussion followed on other DM service providers with Mr. Lee noting it would best be done in-house.
- Discussion followed on the bond covenants.
- Mr. Nanni addressed management services and accounting processes.
- Mr. Kessler addressed the management agreement noting it is general and does not delineate the scope of services, tasks and responsibilities much less assigning a cost.
- Mr. Didier inquired if Mr. Nanni can elaborate on why they continue to have difficulty getting information from Severn Trent.
  - Mr. Nanni responded no, I had no idea you were going to ask any of this so I cannot elaborate.
  - Mr. Didier stated this is the problem and where the quandary is. The fact of the matter is we hired Ms. Parker to do the very same; we hired her as a consultant for several months to get answers because no one prior could

get those answers. Why did we have to spend that money if Severn Trent was so forthcoming? The point is it continues and it is not going to stop and it has gone on for almost two decades.

- Mr. Lee noted his first point was control not cost.
- Mr. Nanni noted there is a lot of communication between he and Ms. Parker. He noted in February Mr. Didier asked for access to all of the accounts in Coral Springs via user names and password and I do not know of any company that does that when they do work for you.
  - Mr. Lee stated no you are telling us today on a full Board vote from February that nobody does that.
  - Discussion followed on the request from February with it being noted they are not being provided the documents that are being filed on the District's behalf, such as the property appraiser for the bonds and bond payments.
- Mr. Didier addressed agenda deadlines and Mr. Nanni drafting a document of October 13<sup>th</sup> but not providing it until the meeting is troublesome, items being placed on the agenda with the Chair's knowledge, insurance policy.

## **FIFTH ORDER OF BUSINESS**

### **Sunshine Law and Public Records Review**

- Mr. Lyon provided and reviewed a presentation on the "Sunshine Law for Special Districts" and public records, a copy of which is incorporated hereby.
  - Ms. Hudson inquired if between meetings a board member has an idea can it be emailed to the Board.
  - Mr. Lyon responded the answer is yes. The problem is the response; while not improper or illegal it is discouraged because it invites a reply.
  - Discussion followed on public records request for email addresses and including a disclaimer on any document where an email address is being requested.
  - For public records requests they are not required to create new documents to fulfill the request.
- Mr. Lyon addressed questions provided by Mr. Kirby noting the responses were



provided by Mr. Terry Lewis.

- Blogging specifically about Board and community related matters?  
*Blogging is not a problem but might invite reply.*
- What notice is required for two Board members to attend the same public event? *Two members at an HOA meeting - no notice is required so long as they do not discuss District business.*
- Mr. Didier noted the CDD does notice the HOA meetings because they will attend them and questions will occasionally come up. *Mr. Lyon stated if it is duly noticed then you are fine.*
- Mr. Kirby asked, using the HOA bbq as an example, because it is a community event and we all serve the community is it not prudent if we have reasonable financial mode of making that notice to do so? *Mr. Lyon stated yes, but the problem is at any public meeting you are supposed to take minutes and how do you take minutes of a social event.*
- Discussion continued on members attending a social event and attending HOA meetings.
- Is a posted event calendar like the city uses sufficient to be used as a means of public notice? *No, you must notice in a newspaper of general circulation at least seven days prior to a meeting or do the annual notice.*
- If two or more Board members want to hold a non-sponsored meet and greet at the Lodge on a Saturday morning, to encourage public input and solicit feedback, what notice would be needed and are there any known limitations? *No, there needs to be annual notice or at least seven days prior notice to the meeting and minutes need to be taken.*
- Mr. Didier inquired as supervisors can they setup a meeting or can it only be called by the Board? *Mr. Lyon responded that is an interesting question. I do not think so; I think the Board has to decide on meetings.*
- Mr. Didier asked what restricts a supervisor from doing it? *I think the District Board has to authorize District meetings. I suppose if Supervisors Didier and Kirby wanted to get together and hold a meeting without the Board authorizing I suppose they could do it but they would pay for costs*

*of the publication. It would not be an official meeting of the District but would be advertised as a public meeting of PZCDD Supervisors Didier and Kirby meeting in the Lodge to hear resident feedback.*

- Discussion followed of formal meetings versus informal.
- Mr. Lyon continued with Mr. Kirby's questions:
  - What requirements, restrictions and/or limitations are required to hold a conference call under the Sunshine Law? *I don't think business can be conducted by a conference call but possibly a workshop could be held with notice, but even then the notice would require a provision for the public to be able to attend by phone.*
  - Are there any other means of valid communication between Board members that you can recommend? *Only in noticed public meetings.*
  - I am looking forward to learning what is and is not appropriate during moments of incidental contact. *Cardinal Rule - no discussion of District business or potential business.*
  - How can / do Board members maintain informal means of contact? *Cardinal Rule - no discussion of District business or potential business.*
  - Ms. Cashin addressed volunteering in the office, noting she will continue to do so as a Board member but if another Board member comes to the office she will step out. *Mr. Lyon stated I think that is a great idea. It is technically not a problem if you are in the office and another Board member comes in as long as there is no discussion of District business or potential business. However, it could provide the perception so you will want to avoid it if possible.*

## **SEVENTH ORDER OF BUSINESS**

## **Adjournment**

There being nothing further, the workshop was adjourned.



**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 Monday, October 17, 2016 at 6:30 p.m. at the Piney-Z Plantation Lodge, 950 Piney-Z Plantation Road, Tallahassee, Florida.

Present and constituting a quorum were:

Cheryl Hudson  
Richard Kessler  
Michael Lee  
Joseph Didier  
Ann Pincus

Chairperson  
Vice Chairman  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

Also present were:

Bob Nanni  
Chris Lyon  
Melinda Parker  
Rick Evans  
Residents

District Manager / Secretary  
District Attorney  
CDD Manager

*The following is a summary of the discussions and actions taken at the October 17, 2016 Piney-Z Community Development District's Board of Supervisors Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Hudson called the meeting to order and Mr. Nanni called the roll.

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

The Pledge of Allegiance was recited.

**THIRD ORDER OF BUSINESS**

**Audience Comments**

There being none, the next item followed.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the  
September 19, 2016 Meeting**

- Page 8 - the motion box to read "take it by the reins and run it permanently, providing six months' notice to Severn Trent Services. "

**UNAPPROVED**

On MOTION by Mr. Kessler seconded by Mr. Didier, to approve the September 19, 2016 meeting minutes, as amended, was approved with votes as follows:

**Michael Lee - Aye**  
**Richard Kessler - Aye**  
**Joseph Didier - Aye**  
**Ann Pincus - Aye**  
**Cheryl Hudson - Aye**

**FIFTH ORDER OF BUSINESS**

**Acceptance of the September, 2016  
Financial Statements and  
Approval of the Check Register  
and Invoices**

Mr. Didier MOVED to approve the September 2016 financial statement and check register and Mr. Kessler seconded the motion.

- Ms. Parker noted there will be additions as they close FY 2016 expenditures.
- Mr. Lee addressed the Heinz Brothers Outdoor Services invoices.
  - It was noted the three invoices were paid on one check.
- Mr. Didier noted if the financials are revised, even by one number, they need to receive new financials for September 30<sup>th</sup>.

The prior motion was approved with votes as follows:

**Michael Lee - Aye**  
**Richard Kessler - Aye**  
**Joseph Didier - Aye**  
**Ann Pincus - Aye**  
**Cheryl Hudson - Aye**

**SEVENTH ORDER OF BUSINESS**

**CDD Manager's Report**

- A. **Piney-Z CDD Amenities and Management (Fitness Center, Lodge, Pavilion, Playground, Pool, Grounds, Staffing and Administrative)**
- B. **Update on Storm Damage and Recovery**
  - i. **Insurance Settlement Proposal**
- Ms. Parker requested that the Chair be given some authority to execute a revised settlement offer. The current settlement is for 19% of the roof and the adjuster has offered 50% of the roof.

- Ms. Parker noted she would also ask that the Chair be authorized to sign the proposal for the roof repair.
- Mr. Lyon suggested the motion be for the roof at or less than the insurance offer.
- The restrooms and other repair work to be done after the roof is fixed.
- Discussion followed on the settlement and work to be completed.
- Ms. Parker withdrew her request to authorize the Chair to execute a revised settlement.
- The following questions to be answered.
  - Is there a warranty on the roof from previous work performed?
  - Are there any permitting or warranty issues with replacing only 50% of the roof?
  - If there is a roof warranty on any of the newer portions the issue is if the insurance should cover 100% of the roof. If there is a warranty that will be voided or there is wind/structural issue that would be put in jeopardy they may not have cause to do anything other than replace the entire roof.
  - The contractor would be the best source for current codes.

## **ii. Pavilion Roof Repair Proposal**

- No action taken.
- Hurricane Hermine Expenses was reviewed.
  - Mr. Evans does not believe until the roof is repaired that they can get an accurate price for repairs on the insulation, hardie board, and drywall.
  - Two bids for backfill of hole where pine tree fell. S&R is \$1,000 and the other is Heinz at \$663.

Ms. Pincus MOVED to backfill, level and sod at \$663 and Mr. Lee seconded the motion.
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- Mr. Didier noted it is for the stump to be ground, backfill and sod so it is back to original.

The prior motion was approved with votes as follows:

**Michael Lee - Aye**

**Richard Kessler - Aye**

**Joseph Didier - Aye**

**Ann Pincus - Aye**

**Cheryl Hudson - Aye**

- Mr. Lyon addressed the insurance settlement with regard to damage under the roof. If they do not have quotes how do they know it will fall within the insurance offer.
  - Ms. Parker asked can the damage be settled in multiple parts.
  - Mr. Lyon responded you can respond to them with *we accept the offer to replace the roof however we withhold making a decision on the offer for the remaining repairs until after the roof is repaired because we believe, as our experts are telling us, you cannot properly estimate or adjust until the repairs are done.*
  - Mr. Lee asked can we also have a caveat on the roof portion that we will accept the 50% pending approval by city and county.
  - Mr. Lyon responded my response was assuming we get past the portion for the roof and codes.
  - Discussion continued on the under the roof repairs.
  - Discussion continued on the remaining repairs - two stumps, signs, and electrical issues at the Jasmine arbor.

### **C. Update on Lightning Strike of 9-19-16**

- Ms. Parker reviewed the list of damages.
- The work remaining to be done:
  - Replacement of 16 camera DVR
  - Replacement of two digital cameras
  - Replacement of five analog cameras
  - Replacement of transformer, control board, and batteries at pool gate.
  - Repair of burned phone wires.

- Replacement of irrigation control box.
- Discussion followed on what insurance will be covering with it being noting the final claim has not been submitted.
  - Ms. Parker noted pictures and affidavits have to be submitted to the insurance company.

Mr. Didier MOVED to approve the replacement of the DVR and repair phone lines not to exceed \$1,500 and Ms. Pincus seconded the motion.

The prior motion was approved with votes as follows:  
**Michael Lee - Aye**  
**Richard Kessler - Aye**  
**Joseph Didier - Aye**  
**Ann Pincus - Aye**  
**Cheryl Hudson - Aye**

- Ms. Parker noted this includes submitting the final claim with the consensus being yes.
- Mr. Didier inquired if, with the next meeting being five weeks out, they should continue this meeting in case they need to take action regarding the insurance settlement.
  - Discussion followed on continuing the meeting.

#### **TENTH ORDER OF BUSINESS**

#### **Business Matters**

- A. Approval of Leon County Tax Collector Agreement**
- Ms. Parker noted the Chair has signed but it is awaiting Board approval.

On MOTION by Mr. Kessler seconded by Mr. Didier, the Leon County Tax Collector agreement was ratified and authorization given to send with votes as follows:  
**Michael Lee - Aye**  
**Richard Kessler - Aye**  
**Joseph Didier - Aye**  
**Ann Pincus - Aye**  
**Cheryl Hudson - Aye**



**B. Alan Cox Aquatics**

On MOTION by Mr. Lee seconded by Ms. Pincus, to not renew the Alan Cox Aquatics was approved with votes as follows:  
**Michael Lee - Aye**  
**Richard Kessler - Nay**  
**Joseph Didier - Aye**  
**Ann Pincus - Aye**  
**Cheryl Hudson - Aye**

**EIGHTH ORDER OF BUSINESS**

**District Manager's Report**

There being no report, the next item followed.

**NINTH ORDER OF BUSINESS**

**District Attorney's Report**

There being no report, the next item followed.

**SIXTH ORDER OF BUSINESS**

**Discussion of Severn Trent  
Services / Management Services  
[Supervisor Lee]**

- Mr. Lee addressed STS noting he is proposing a six month notice to terminate.
- Extensive discussion followed with Mr. Lee noting he does not want come back to the next meting and they do the same thing. He is interested enough to spend his own time to provide them with the names of three people who can do the audit, five people who can do the accounting, three options on payroll, here are some options on minutes. It is all there and he feels they can take it over completely in 90 days and he is talking about giving them six months to work it out.
- Discussion continued with Mr. Lee noting he is comfortable with tabling it until the next meeting and he will do the work to come up with some of the information with the hope that they are not going to waste his time and make it a stall. If the answer is no, they need to say no or if it is up in the air then say we are still open to looking at it. If they are truly still looking at it he does not mind putting the time in.

Mr. Kessler MOVED to adjourn.

- Ms. Hudson thanked Mr. Kessler for his eight years of service and Mr. Didier for his four years of service.
- Mr. Didier stated do not ever cut the conversation off; that is where the residents lose. You do not have to agree, it is actually better to have five people who disagree.
- Mr. Lee noted this is not new money, they are spending the money.
- Ms. Hudson noted she likes the idea but she is saying they have not even been able to get a contract approved.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests**

There being none, the next item followed.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Mr. Kessler seconded by Ms. Hudson, the meeting was adjourned.

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Bob Nanni  
Secretary

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Cheryl Hudson  
Chairperson

## **Seventh Order of Business**

## MEMORANDUM



**TO:** Board of Supervisors  
**FROM:** Tiziana Cessna, District Accountant  
**CC:** Bob Nanni, District Manager / Peter Brill, Accounting Manager  
**DATE:** November 8, 2016  
**SUBJECT:**

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Please find attached the October 2016 financial report. During your review, please keep in mind that the goals for revenues 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 October the revenue has a favorable variance due to the allocation of the settlement for FY 2017. Expenditures are at 79% of the year-to-date budget. Encumbrances for FY 2016 and Reserves FY 2017 have been assigned on the balance sheet. Should you have any questions or require additional information, please do not hesitate to contact me at Tiziana.Cessna@STServices.com.

**General Fund**

Total Revenues for the General Fund were at a favorable variance of 99% of the year-to-date budget, due to the settlement portion for 2017.

- Settlement - FY2017 portion of the O&M maintenance settlement with Piney-Z Land LLC.

Total Expenditures through October were at a favorable 76% of the annual budget.

**Other Notes**

- Payroll - Maintenance and Administrative - District employee worked more in park & grounds department compared to budget allocation. Overall the administrative and maintenance payroll are not over budget.

**PINEY-Z**  
**Community Development District**

*Financial Report*

*October 31, 2016*

**Prepared by**



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**Piney-Z  
Community Development District**

**Financial Statements**

**(Unaudited)**

**October 31, 2016**

**Balance Sheet**  
October 31, 2016

<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND</b>	<b>SERIES 2002 DEBT SERVICE FUND</b>	<b>SERIES 2008 DEBT SERVICE FUND</b>	<b>TOTAL</b>
<b><u>ASSETS</u></b>				
Cash - Checking Account	\$ 38,089	\$ -	\$ -	\$ 38,089
Cash On Hand/Petty Cash	250	-	-	250
Due From Other Funds	2,259	-	-	2,259
Investments:				
Money Market Account	206,156	-	-	206,156
Prepayment Account	-	3,000	1	3,001
Redemption Fund	-	646	-	646
Reserve Fund	-	12,750	-	12,750
Revenue Fund	-	57,184	127,650	184,834
Prepaid Items	246	-	-	246
<b>TOTAL ASSETS</b>	<b>\$ 247,000</b>	<b>\$ 73,580</b>	<b>\$ 127,651</b>	<b>\$ 448,231</b>
<b><u>LIABILITIES</u></b>				
Accounts Payable	\$ 3,365	\$ -	\$ -	\$ 3,365
Accrued Expenses	3,989	-	-	3,989
Unearned Revenue	16,961	-	-	16,961
Accrued Taxes Payable	1,019	-	-	1,019
Deposits	3,000	-	-	3,000
Due To Other Funds	-	2,259	-	2,259
<b>TOTAL LIABILITIES</b>	<b>28,334</b>	<b>2,259</b>	<b>-</b>	<b>30,593</b>



**Balance Sheet**  
October 31, 2016

<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND</b>	<b>SERIES 2002 DEBT SERVICE FUND</b>	<b>SERIES 2008 DEBT SERVICE FUND</b>	<b>TOTAL</b>
<b><u>FUND BALANCES</u></b>				
<b>Nonspendable:</b>				
Prepaid Items	246	-	-	246
<b>Restricted for:</b>				
Debt Service	-	71,321	127,651	198,972
<b>Assigned to:</b>				
Operating Reserves	82,560	-	-	82,560
Reserves - CDD Amenity	74,810	-	-	74,810
Reserves - Disaster Relief	3,400	-	-	3,400
Reserves - Field	1,145	-	-	1,145
Reserves - Hurricane	15,634	-	-	15,634
Reserves-Lodge	3,525	-	-	3,525
Reserves - Other	16,961	-	-	16,961
Reserves - Parking Lots	7,000	-	-	7,000
Reserves - Park	500	-	-	500
Reserves - Pools	8,500	-	-	8,500
Reserves-Pool Equipment	2,085	-	-	2,085
Reserves-Pool Filters	500	-	-	500
Reserves-Pool Pumps	1,800	-	-	1,800
<b>Unassigned:</b>	-	-	-	-
<b>TOTAL FUND BALANCES</b>	<b>\$ 218,666</b>	<b>\$ 71,321</b>	<b>\$ 127,651</b>	<b>\$ 417,638</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 247,000</b>	<b>\$ 73,580</b>	<b>\$ 127,651</b>	<b>\$ 448,231</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2016

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 1,000	\$ 83	\$ 80	\$ (3)
Special Assmnts- Tax Collector	394,709	-	-	-
Special Assmnts- Discounts	(15,788)	-	-	-
Settlements	33,924	33,924	33,924	-
Other Miscellaneous Revenues	130	-	-	-
Access Cards	105	15	30	15
Pavilion Rental	800	-	-	-
Lodge Rental	13,000	800	480	(320)
<b>TOTAL REVENUES</b>	<b>427,880</b>	<b>34,822</b>	<b>34,514</b>	<b>(308)</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
P/R-Board of Supervisors	12,000	2,000	1,600	400
FICA Taxes	918	153	122	31
ProfServ-Legal Services	25,000	2,083	2,000	83
ProfServ-Mgmt Consulting Serv	54,275	4,523	4,523	-
ProfServ-Special Assessment	4,637	-	-	-
Auditing Services	3,150	-	-	-
Postage and Freight	500	42	20	22
Insurance - General Liability	12,053	3,013	2,413	600
Printing and Binding	500	42	13	29
Legal Advertising	1,500	200	193	7
Miscellaneous Services	150	12	18	(6)
Misc-Assessmnt Collection Cost	11,841	-	-	-
Misc-Contingency	550	46	-	46
Office Supplies	250	21	-	21
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>127,499</b>	<b>12,310</b>	<b>11,077</b>	<b>1,233</b>
<b><u>Field</u></b>				
Contr-Landscape-Amenities Area	12,312	1,026	804	222
R&M-Trees and Trimming	3,000	250	-	250
Misc-Contingency	3,500	292	-	292
<b>Total Field</b>	<b>18,812</b>	<b>1,568</b>	<b>804</b>	<b>764</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2016

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Parks and Recreation - General</u></b>				
Payroll-Maintenance	8,008	667	770	(103)
Payroll-Administrative	48,204	4,017	4,620	(603)
FICA Taxes	4,300	358	412	(54)
Workers' Compensation	2,878	719	760	(41)
Contracts-Janitorial Services	2,834	250	266	(16)
Contracts-Security Services	4,202	776	517	259
Contracts-Fire Exting. Insp.	350	-	-	-
Contracts-Fire Insp Sprinkler System	300	-	-	-
Communication - Teleph - Field	100	8	-	8
Postage and Freight	500	42	-	42
Utility - General	15,218	1,268	1,400	(132)
Utility - Other	2,490	208	210	(2)
Electricity - Streetlighting	1,358	113	105	8
Utility - Irrigation	1,700	142	220	(78)
Utility - Refuse Removal	1,147	95	87	8
Rental Dumpster	312	26	26	-
R&M-General	7,250	604	752	(148)
R&M-Electrical	450	37	-	37
R&M-Pest Control	858	145	-	145
R&M-Roof	270	-	-	-
R&M-Fire Equipment	200	200	-	200
R&M-Flooring	1,236	103	-	103
R&M-Plumbing	600	50	-	50
R&M-Copier	420	35	-	35
Misc-Contingency	3,750	312	600	(288)
Misc-Information Technology	750	62	-	62
Misc-Mileage Reimbursement	447	37	24	13
Office Supplies	1,800	150	61	89
Supplies-Cleaning & Paper	495	42	37	5
Non-Capitalized New Equipment	2,497	-	-	-
Reserves-Lodge	3,525	-	-	-
Reserve - Parking Lot	7,000	-	-	-
<b>Total Parks and Recreation - General</b>	<b>125,449</b>	<b>10,466</b>	<b>10,867</b>	<b>(401)</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2016

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Swimming Pool</u></b>				
Payroll-Lifeguards	21,353	300	524	(224)
Payroll-Maintenance	6,006	500	594	(94)
Payroll-Administrative	9,641	804	90	714
FICA Taxes	2,831	236	92	144
ProfServ-Pool Maintenance	6,000	500	500	-
Communication - Teleph - Field	100	8	-	8
R&M-General	1,450	121	-	121
R&M-Electrical	300	25	-	25
R&M-Pools	8,100	675	-	675
Misc-Licenses & Permits	275	-	-	-
Misc-Contingency	4,000	333	-	333
Op Supplies - Pool Chemicals	4,250	355	6	349
Non-Capitalized New Equipment	6,000	3,000	-	3,000
Reserve - Pool	8,500	-	-	-
Reserves-Pool Equipment	2,085	-	-	-
Reserves-Pool Filters	500	-	-	-
Reserves-Pool Pumps	1,800	-	-	-
<b>Total Swimming Pool</b>	<b>83,191</b>	<b>6,857</b>	<b>1,806</b>	<b>5,051</b>
<b><u>Fitness Center</u></b>				
Payroll-Maintenance	4,004	334	77	257
Payroll-Administrative	3,214	268	8	260
FICA Taxes	552	46	6	40
Contracts-Janitorial Services	1,404	100	131	(31)
Contracts-Fitness Equipment	1,200	100	-	100
R&M-General	1,500	125	-	125
R&M-Electrical	300	25	-	25
R&M-Equipment	1,250	104	100	4
Misc-Contingency	1,500	125	-	125
Supplies-Cleaning & Paper	185	16	37	(21)
Non-Capitalized New Equipment	10,629	-	-	-
<b>Total Fitness Center</b>	<b>25,738</b>	<b>1,243</b>	<b>359</b>	<b>884</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2016

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Park &amp; Grounds</u></b>				
Payroll-Maintenance	22,022	1,835	1,650	185
Payroll-Administrative	3,213	267	53	214
FICA Taxes	1,930	161	130	31
Contracts-Janitorial Services	962	100	54	46
R&M-General	1,355	113	154	(41)
R&M-Electrical	250	21	-	21
R&M-Irrigation	300	25	-	25
R&M-Backflow Inspection	255	255	-	255
Misc-Contingency	4,000	333	1	332
Supplies-Cleaning & Paper	150	12	8	4
Non-Capitalized New Equipment	3,600	-	-	-
Reserve - Parks	500	-	-	-
<b>Total Park &amp; Grounds</b>	<b>38,537</b>	<b>3,122</b>	<b>2,050</b>	<b>1,072</b>
<b><u>Reserves</u></b>				
Reserve - CDD Amenity	8,654	-	-	-
<b>Total Reserves</b>	<b>8,654</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>427,880</b>	<b>35,566</b>	<b>26,963</b>	<b>8,603</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	(744)	7,551	8,295
Net change in fund balance	\$ -	\$ (744)	\$ 7,551	\$ 8,295
<b>FUND BALANCE, BEGINNING (OCT 1, 2016)</b>	<b>211,115</b>	<b>211,115</b>	<b>211,115</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 211,115</b>	<b>\$ 210,371</b>	<b>\$ 218,666</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2016

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 50	\$ 4	\$ 6	\$ 2
Special Assmnts- Tax Collector	55,899	-	-	-
Special Assmnts- Discounts	(2,236)	-	-	-
<b>TOTAL REVENUES</b>	<b>53,713</b>	<b>4</b>	<b>6</b>	<b>2</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
ProfServ-Trustee Fees	3,502	-	-	-
Misc-Assessmnt Collection Cost	1,677	-	-	-
<b>Total Administration</b>	<b>5,179</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	65,000	-	-	-
Interest Expense	9,750	-	-	-
<b>Total Debt Service</b>	<b>74,750</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>79,929</b>	<b>-</b>	<b>-</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	(26,216)	4	6	2
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(26,216)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(26,216)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (26,216)	\$ 4	\$ 6	\$ 2
<b>FUND BALANCE, BEGINNING (OCT 1, 2016)</b>	<b>71,315</b>	<b>71,315</b>	<b>71,315</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 45,099</b>	<b>\$ 71,319</b>	<b>\$ 71,321</b>	

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2016

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 100	\$ 8	\$ 12	\$ 4
Special Assmnts- Tax Collector	214,130	-	-	-
Special Assmnts- Discounts	(8,565)	-	-	-
<b>TOTAL REVENUES</b>	<b>205,665</b>	<b>8</b>	<b>12</b>	<b>4</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
ProfServ-Dissemination Agent	1,000	-	-	-
ProfServ-Trustee Fees	4,400	-	-	-
Misc-Assessmnt Collection Cost	6,424	-	-	-
<b>Total Administration</b>	<b>11,824</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	175,000	-	-	-
Interest Expense	22,738	-	-	-
<b>Total Debt Service</b>	<b>197,738</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>209,562</b>	<b>-</b>	<b>-</b>	<b>-</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(3,897)	8	12	4
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(3,897)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(3,897)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (3,897)	\$ 8	\$ 12	\$ 4
<b>FUND BALANCE, BEGINNING (OCT 1, 2016)</b>	<b>127,639</b>	<b>127,639</b>	<b>127,639</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 123,742</b>	<b>\$ 127,647</b>	<b>\$ 127,651</b>	

**PINEY-Z**  
**Community Development District**

Supporting Schedules

October 31, 2016



## Cash and Investment Report

*October 31, 2016*

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
<b>GENERAL FUND</b>				
Operating Checking Account	BB&T	Business checking	0.00%	\$38,089
Petty Cash	Petty Cash	Cash	0.00%	\$250
Public Funds Money Market Account	Stonegate Bank	Money Market Account	0.40%	\$206,156
			<b>Subtotal</b>	<u>\$244,495</u>
<b>DEBT SERVICE FUNDS</b>				
Series 2002 Prepayment account	US Bank	Government Obligation Fund	0.00%	\$3,000
Series 2002 Redemption Account	US Bank	Government Obligation Fund	0.00%	\$646
Series 2002 Reserve Account (1)	US Bank	US Bank Money Market	0.10%	\$12,750
Series 2002 Revenue Account	US Bank	Open-ended Commercial Paper	0.05%	\$57,184
Series 2008 Prepayment account	US Bank	Government Obligation Fund	0.00%	\$1
Series 2008 Revenue Account	US Bank	Open-ended Commercial Paper	0.05%	\$127,650
			<b>Subtotal</b>	<u>\$201,230</u>
			<b>Total</b>	<u><u>\$445,725</u></u>

Note (1) Reserve requirement is 5% of the remaining bond balance is valued on last business day of the bond year at 5/31/15 - (\$255,000).

# Piney-Z CDD

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## Bank Reconciliation

Bank Account No. 2471 BB&T - GF  
Statement No. 2016-10  
Statement Date 10/31/2016

G/L Balance (LCY)	38,089.07	Statement Balance	51,742.94
G/L Balance	38,089.07	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	51,742.94
Subtotal	38,089.07	Outstanding Checks	13,653.87
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	38,089.07	Ending Balance	38,089.07
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
9/8/2016	Payment	56531	JOSHUA M. LILES	91.42	0.00	91.42
9/8/2016	Payment	56534	QUINTUS S. LAMAR	130.94	0.00	130.94
10/13/2016	Payment	56575	S & R LANDSCAPING, LLC	920.00	0.00	920.00
10/21/2016	Payment	56581	RICHARD A. KESSLER, JR.	369.40	0.00	369.40
10/21/2016	Payment	56583	CHERYL M. HUDSON	174.07	0.00	174.07
10/24/2016	Payment	56586	FITNESS PRO	100.00	0.00	100.00
10/28/2016	Payment	56592	COMCAST	219.64	0.00	219.64
10/28/2016	Payment	56593	DEPARTMENT OF ECONOMIC OPPORTUNI	175.00	0.00	175.00
10/28/2016	Payment	56594	MARPAN SUPPLY CO., INC.	26.00	0.00	26.00
10/28/2016	Payment	56595	PHOENIX FIRE PROTECTION INC	1,890.00	0.00	1,890.00
10/28/2016	Payment	56596	ROBERT ANDREW MILLER	200.00	0.00	200.00
10/28/2016	Payment	56597	S & R LANDSCAPING, LLC	3,140.00	0.00	3,140.00
10/28/2016	Payment	56598	S & R LANDSCAPING, LLC	830.00	0.00	830.00
10/28/2016	Payment	56599	S & R LANDSCAPING, LLC	125.00	0.00	125.00
10/28/2016	Payment	56600	S & R LANDSCAPING, LLC	190.00	0.00	190.00
10/28/2016	Payment	56601	SEVERN TRENT ENVIRONMENTAL SERVIC	4,555.30	0.00	4,555.30
10/28/2016	Payment	56602	SONITROL	517.10	0.00	517.10
Total Outstanding Checks.....				13,653.87		13,653.87

# Piney-Z

## Payment Register by Bank Account

For the Period from 10/1/16 to 10/31/16

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Amount Paid
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### 110 East Broward Boulevard - (Acct# xxxxx2471)

Check	56558	10/11/16	Vendor	ALAN COX AQUATICS, INC.	093016	Pool Management September 2016	ProfServ-Pool Maintenance	001-531034-57205	\$500.00
Check	56559	10/11/16	Vendor	PINEY Z HOMEOWNERS ASSOCIATION	2614	PINEY Z Annual Fee HOA Newsletter FY 2	Annual Fee HOA Newsletter FY 2017	001-549900-57201	\$600.00
Check	56560	10/11/16	Vendor	SONITROL	279502		Lightning Strike	001-546001-57201	\$695.58
Check	56561	10/11/16	Vendor	FITNESS PRO	11214	Preventive Maintenance April 2016	R&M-Equipment	001-546022-57214	\$100.00
Check	56561	10/11/16	Vendor	FITNESS PRO	11397	Preventive Maintenance May 2016	R&M-Equipment	001-546022-57214	\$100.00
Check	56562	10/11/16	Vendor	FEDEX	5-551-79230	Services thru 9/20/16	Services thru 9/20/16	001-541006-51301	\$11.09
Check	56563	10/13/16	Vendor	ALAN COX AQUATICS, INC.	100616	Pool Management October 2016	Pool service October	001-531034-57205	\$500.00
Check	56564	10/13/16	Vendor	CITY OF TALLAHASSEE	83016	Commercial Lighting 8/11-9/12	Commercial Lighting 8/11-9/12	001-543013-57201	\$107.44
Check	56565	10/13/16	Vendor	COMCAST	-01-5-092116	Cable Service 9/25-10/24	Cable Service 9/25-10/24	001-541005-57201	\$210.22
Check	56566	10/13/16	Vendor	DETRICK L CHIPMAN	101016	DEPOSIT REFUND	Deposits	220000	\$500.00
Check	56566	10/13/16	Vendor	DETRICK L CHIPMAN	101016	DEPOSIT REFUND	Lodge Rental	369943	\$400.00
Check	56567	10/13/16	Vendor	FLORIDA FENCE & DECK	626	Landing, Deck, & Steps Repair	Landing, Deck, & Steps Repair	001-564043-57240	\$998.00
Check	56568	10/13/16	Vendor	INTERSTATE FIRE SYSTEMS	69805	Annual Fire Extinguisher Inspection	Annual Fire Extinguisher Inspection	001-546001-57201	\$103.00
Check	56569	10/13/16	Vendor	MARPAN SUPPLY CO., INC.	1411193	Container Rental 10/1/16	Rental Dumpster	001-544027-57201	\$26.00
Check	56570	10/13/16	Vendor	PETTY CASH	93016	Gas for Equipment	Gas for equipment	001-546001-57201	\$9.15
Check	56571	10/13/16	Vendor	PINEY Z HOMEOWNERS ASSOCIATION	100316	Annual Playground Rental 2017	Misc-Contingency	001-549900-57240	\$1.00
Check	56572	10/13/16	Vendor	QUALITY FLOOR CLEANING, LLC	5993	General Cleaning August 2016	General Cleaning August 2016	001-534026-57201	\$450.00
Check	56573	10/13/16	Vendor	ROBERT ANDREW MILLER	30258	HERMINE-FALLEN PINE ROOF PAV	Misc-Hurricane Expense	001-549067-53901	\$1,600.00
Check	56573	10/13/16	Vendor	ROBERT ANDREW MILLER	30259	Removed dead oak	R&M-Trees and Trimming	001-546099-53901	\$600.00
Check	56574	10/13/16	Vendor	S & R LANDSCAPING, LLC	322	Cleaned up storm debris	Misc-Hurricane Expense	001-549067-57201	\$337.50
Check	56575	10/13/16	Vendor	S & R LANDSCAPING, LLC	316	pine stump, deand removed	Misc-Hurricane Expense	001-549067-57201	\$920.00
Check	56576	10/13/16	Vendor	S & R LANDSCAPING, LLC	0740	Lawn Maintenance September 2016	Lawn Maintenance September 2016	001-534053-53901	\$550.00
Check	56577	10/13/16	Vendor	SONITROL	279239	Replace base backup battery	Misc-Hurricane Expense	001-549067-57201	\$59.00
Check	56578	10/13/16	Vendor	TIRUPAL KURAPATI	100316	RENTAL DEPOSIT REFUND	Deposits	220000	\$500.00
Check	56579	10/14/16	Vendor	LEWIS, LONGMAN, & WALKER, P.A.	MCL-114775	General Legal 8/02/16-8/31/16	General Representation August 2016	001-531023-51401	\$2,000.00
Check	56580	10/14/16	Vendor	PICKINWEE CORP	012048/1	Toggle Switch Lodge	Toggle Switch Lodge	001-546001-57240	\$7.99
Check	56580	10/14/16	Vendor	PICKINWEE CORP	012048/1	Toggle Switch Lodge	Twist Nozzle Pool	001-546001-57201	\$15.98
Check	56580	10/14/16	Vendor	PICKINWEE CORP	012088/1	Fasteners for new TV	Fasteners for new TV	001-551002-57201	\$1.36
Check	56581	10/21/16	Employee	RICHARD A. KESSLER, JR.	PAYROLL	October 21, 2016 Payroll Posting	Payroll Expense	N/A	\$369.40
Check	56582	10/21/16	Employee	MICHAEL D. LEE	PAYROLL	October 21, 2016 Payroll Posting	Payroll Expense	N/A	\$369.40
Check	56583	10/21/16	Employee	CHERYL M. HUDSON	PAYROLL	October 21, 2016 Payroll Posting	Payroll Expense	N/A	\$174.07
Check	56584	10/21/16	Employee	JOSEPH W. DIDIER	PAYROLL	October 21, 2016 Payroll Posting	Payroll Expense	N/A	\$365.02
Check	56585	10/24/16	Vendor	CITY OF TALLAHASSEE	92816	Utility Services 8/27-9/26	Utility Services 8/27-9/26	001-543014-57201	\$183.63
Check	56585	10/24/16	Vendor	CITY OF TALLAHASSEE	92816	Utility Services 8/27-9/26	Utility Services 8/27-9/26	001-543001-57201	\$1,496.98
Check	56585	10/24/16	Vendor	CITY OF TALLAHASSEE	92816	Utility Services 8/27-9/26	Utility Services 8/27-9/26	001-543020-57201	\$94.37
Check	56585	10/24/16	Vendor	CITY OF TALLAHASSEE	101116	Commercial Lighting 9/13-10/11	Commercial Lighting 9/13-10/11	001-543013-57201	\$113.42

# Piney-Z

## Payment Register by Bank Account

For the Period from 10/1/16 to 10/31/16

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Invoice Description	GIL Account Name	GIL Account #	Amount Paid
Check	56586	10/24/16	Vendor	FITNESS PRO	12334	Maintenance Service Oct 2016	Preventive Maintenance Sept 2016	001-546022-57214	\$100.00
Check	56587	10/24/16	Vendor	HD SUPPLY FACILITIES MAINTENANCE	9149574783	Traffic Paint/Stencil/Trash Ba	Traffic Blue Paint	001-546001-57240	\$34.99
Check	56587	10/24/16	Vendor	HD SUPPLY FACILITIES MAINTENANCE	9149574783	Traffic Paint/Stencil/Trash Ba	Trash Bags	001-552083-57201	\$24.41
Check	56587	10/24/16	Vendor	HD SUPPLY FACILITIES MAINTENANCE	9149574783	Traffic Paint/Stencil/Trash Ba	Trash Bags	001-552083-57214	\$24.41
Check	56587	10/24/16	Vendor	HD SUPPLY FACILITIES MAINTENANCE	9149574783	Traffic Paint/Stencil/Trash Ba	Trash Bags	001-552083-57240	\$5.43
Check	56587	10/24/16	Vendor	HD SUPPLY FACILITIES MAINTENANCE	9149574783	Traffic Paint/Stencil/Trash Ba	Handic Access Park lot stencil	001-546001-57240	\$16.47
Check	56587	10/24/16	Vendor	HD SUPPLY FACILITIES MAINTENANCE	9149574783	Traffic Paint/Stencil/Trash Ba	Black Flat Spray Paint	001-546001-57240	\$21.99
Check	56588	10/24/16	Vendor	LEWIS, LONGMAN, & WALKER, P.A.	MCL-115242	***Voided Voided***			\$0.00
Check	56589	10/24/16	Vendor	RAINBOW OUTDOOR SERVICES	5595	Lightning Damage-irrig control	Lightning Damage-irrig control	001-546001-57240	\$555.50
Check	56590	10/24/16	Vendor	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	13300	Management Fees Sept 2016	Management Fees Sept 2016	001-531027-51201	\$4,522.92
Check	56590	10/24/16	Vendor	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	13300	Management Fees Sept 2016	Management Fees Sept 2016	001-541006-51301	\$29.30
Check	56590	10/24/16	Vendor	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	13300	Management Fees Sept 2016	Management Fees Sept 2016	001-547001-51301	\$16.70
Check	56591	10/24/16	Vendor	LEWIS, LONGMAN, & WALKER, P.A.	MCL-115242	General Legal Svc-Sept 2016	5000	001-531023-51401	\$2,014.00
Check	56591	10/24/16	Vendor	LEWIS, LONGMAN, & WALKER, P.A.	MCL-115242A	Courtesy Discount	ProfServ-Legal Services	001-531023-51401	(\$14.00)
Check	56592	10/28/16	Vendor	COMCAST	101416	CABLE SERVICE 10/25-11/24	CABLE SERVICE 10/25-11/24	155000	\$219.64
Check	56593	10/28/16	Vendor	DEPARTMENT OF ECONOMIC OPPORTUNITY	36685	ANNUAL SPECIAL DISTRICT FEE	ANNUAL SPECIAL DISTRICT FEE	001-554007-51301	\$175.00
Check	56594	10/28/16	Vendor	MARPAN SUPPLY CO., INC.	1415038	Container Rental November 2016	Container Rental November 2016	155000	\$26.00
Check	56595	10/28/16	Vendor	PHOENIX FIRE PROTECTION INC	3126	Install flow switch:local ball	Install flow switch:local ball	001-546001-57201	\$1,890.00
Check	56596	10/28/16	Vendor	ROBERT ANDREW MILLER	30699	Slump removal from roof:hurric	Slump removal from roof:hurric	001-546099-53901	\$200.00
Check	56597	10/28/16	Vendor	S & R LANDSCAPING, LLC	315	Club House Clean up-Hurricane	Club House Clean up-Hurricane	001-549900-53901	\$3,140.00
Check	56598	10/28/16	Vendor	S & R LANDSCAPING, LLC	0770	Pinestraw Pool & Parking areas	Pinestraw Pool & Parking areas	001-549900-53901	\$830.00
Check	56599	10/28/16	Vendor	S & R LANDSCAPING, LLC	0774	EXTRA PINESTRAW	Lawn Maintenance-September 2016	001-549900-53901	\$125.00
Check	56600	10/28/16	Vendor	S & R LANDSCAPING, LLC	0773	PINESTRAW LODGE AREA	Pinestraw front Lodge	001-549900-53901	\$190.00
Check	56601	10/28/16	Vendor	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	14229	MANAGEMENT FEES OCTOBER 2016	MANAGEMENT FEES OCTOBER 2016	001-531027-51201	\$4,522.92
Check	56601	10/28/16	Vendor	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	14229	MANAGEMENT FEES OCTOBER 2016	MANAGEMENT FEES OCTOBER 2016	001-541006-51301	\$9.30
Check	56601	10/28/16	Vendor	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	14229	MANAGEMENT FEES OCTOBER 2016	MANAGEMENT FEES OCTOBER 2016	001-547001-51301	\$12.85
Check	56601	10/28/16	Vendor	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	14229	MANAGEMENT FEES OCTOBER 2016	MANAGEMENT FEES OCTOBER 2016	001-541006-51301	\$10.23
Check	56602	10/28/16	Vendor	SONITROL	280256	Oct 2016, Nov 2016 Maintenance	Oct 2016, Nov 2016 Maintenance	001-534037-57201	\$517.10
ACH	DD000275	10/05/16	Employee	LUKE J. LILES	PAYROLL	October 05, 2016 Payroll Posting	Payroll Expense	N/A	\$135.06
ACH	DD000276	10/05/16	Employee	EMMA K. FRANCIS	PAYROLL	October 05, 2016 Payroll Posting	Payroll Expense	N/A	\$268.81
ACH	DD000277	10/05/16	Employee	JOSHUA M. LILES	PAYROLL	October 05, 2016 Payroll Posting	Payroll Expense	N/A	\$51.94
ACH	DD000278	10/05/16	Employee	BRETT A. NIETO	PAYROLL	October 05, 2016 Payroll Posting	Payroll Expense	N/A	\$95.58
ACH	DD000279	10/05/16	Employee	MELINDA J. PARKER	PAYROLL	October 05, 2016 Payroll Posting	Payroll Expense	N/A	\$1,877.10
ACH	DD000280	10/05/16	Employee	QUINTUS S. LAMAR	PAYROLL	October 05, 2016 Payroll Posting	Payroll Expense	N/A	\$121.68
ACH	DD000281	10/05/16	Employee	RICKY S EVANS	PAYROLL	October 05, 2016 Payroll Posting	Payroll Expense	N/A	\$1,342.10
ACH	DD000282	10/05/16	Employee	JULIET A. LILES	PAYROLL	October 05, 2016 Payroll Posting	Payroll Expense	N/A	\$119.71
ACH	DD000283	10/19/16	Employee	LUKE J. LILES	PAYROLL	October 19, 2016 Payroll Posting	Payroll Expense	N/A	\$87.27
ACH	DD000284	10/19/16	Employee	EMMA K. FRANCIS	PAYROLL	October 19, 2016 Payroll Posting	Payroll Expense	N/A	\$41.56

# Piney-Z

## Payment Register by Bank Account

For the Period from 10/1/16 to 10/31/16

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Amount Paid
ACH	DD000285	10/19/16	Employee	JOSHUA M. LILES	PAYROLL	October 19, 2016 Payroll Posting	Payroll Expense	N/A	\$47.79
ACH	DD000286	10/19/16	Employee	BRETT A. NIETO	PAYROLL	October 19, 2016 Payroll Posting	Payroll Expense	N/A	\$49.87
ACH	DD000287	10/19/16	Employee	MELINDA J. PARKER	PAYROLL	October 19, 2016 Payroll Posting	Payroll Expense	N/A	\$1,912.45
ACH	DD000288	10/19/16	Employee	QUINTUS S. LAMAR	PAYROLL	October 19, 2016 Payroll Posting	Payroll Expense	N/A	\$119.82
ACH	DD000289	10/19/16	Employee	RICKY S EVANS	PAYROLL	October 19, 2016 Payroll Posting	Payroll Expense	N/A	\$1,299.56
ACH	DD000290	10/19/16	Employee	JULIET A. LILES	PAYROLL	October 19, 2016 Payroll Posting	Payroll Expense	N/A	\$41.21
ACH	DD000291	10/21/16	Employee	DELORES A. PINCUS	PAYROLL	October 21, 2016 Payroll Posting	Payroll Expense	N/A	\$184.70
Account Total									\$42,085.97

### PINEY-Z CDD - (Acct# xxxxx5680)

Check	1021	10/24/16	Vendor	PINEY Z CDD	101716	TRANSFER TO BB&T	Due From Other Funds	131000	\$30,000.00
Account Total									\$30,000.00

Total Amount Paid	\$72,085.97
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Total Amount Paid - Breakdown by Fund	
Fund	Amount
General Fund - 001	72,085.97
Total	72,085.97

## **Ninth Order of Business**

**9A.**

**Piney-Z Community Development District  
Property Manager's Report  
November 17, 2016  
(for the meeting of November 28, 2016)**

**LODGE/GARAGE**

- Second floor refrigerator de-frosted for the season
- All AC filters replaced
- Wood floors on main floor buffed
- Cornices for lodge assembled and installed (see below)
- Knob sets replaced on main floor bathroom doors
- Assisted with set-up and take-down of voting stations, etc.
- As many of you know, we were unable to conclude acquisition of a copier with un-expended funds from FY 2016. The copier we were told would be color, and new, was neither when delivered. The FY 2017 budget, developed months before it was known that adequate funds remained in the FY 2016 budget, contains the same \$1,497 the board voted to spend in FY 2016. Unfortunately, that figure is \$798 short of what a machine which IS new and which DOES copy in color actually costs. I believe \$320 of the \$798 "overage" can be made up during the year, on monthly maintenance. Information on the three machines we considered is attached. **Board action requested.**

**FITNESS CENTER**

- One of several fans has ceased working and requires replacement
- Gears on Helix lateral are wearing down and will be replaced, under warranty. Parts ordered 11-15-16.

**PAVILION**

- A vote is necessary to accept or reject the proposal to repair the pavilion roof, and to accept or reject the insurance settlement offer. **Board action required. See attachment.**

**POOL**

- Awaiting permit from city for construction of metal cover over pool pumps, etc.



- Notice of non-renewal of Alan Cox Aquatics contract sent 10-25-16. He intends to work through the end of December 2016.
- Broken scupper grate replaced
- The pool closed for the season on October 31, 2016; between April 23 and that date, we had 5,041 sign-ins. There were seven days on which attendance was at, or in excess of, 100, with the July 2 attendance of 135 the highest of the season. Waivers to participate in adult swim were signed by 86 people. Month by month pool attendance was as follows:

April	188
May	786
June	1,691 (closed 1 day, Tropical Storm Colin)
July	1,355 (closed 1 day, cyanuric acid)
August	688
September	228 (closed six days, Hurricane Hermine)
October	105

## **PLAYGROUND**

- Replacement blue slide has been installed
- Three new picnic tables have been installed (see picture, attached)

## **PARKS AND GROUNDS**

- Limbed up multiple trees behind lodge
- 2 inch irrigation line break repaired
- Hunter irrigation control box rotor head replaced, main water line charged after repair, node controller batteries checked
- Three tree stumps ground, and large hole between lodge and pool cleaned, filled, leveled and sodded (hurricane-related)
- Distributed mulch left from ground up stumps
- Multiple asphalt patches applied
- All parking lots re-stripped
- Clock for exterior lights adjusted for time change
- Cost to replace main sign damaged by Hurricane Hermine is \$590.

**Board action required.**

## **GENERAL**

- Notice of Sonitrol contract termination, effective 11-30-16, sent 10-27-16; receipt acknowledged.

- Insurance claim for 9-19-16 lightning strike submitted; check for \$4,920.01 received and deposited. One item outstanding (power supply to DVR), and this “project” will be complete.
- A **huge** and very special thank you to all who made the new cornices a reality. First, to Cheryl Hudson, who conceived the idea of cornices rather than valances. To Ann Pincus, who visited numerous fabric stores and ultimately selected and purchased the fabric -- at an incredible price. (Ann also recruited our resident volunteers to help wrap the cornices). To Rick Evans, who measured for and installed new blinds for the windows. To Cheryl, who meticulously laid out, window by window, precisely how much plywood would be necessary (without leaving any waste), and to Jim Hudson, who cut the plywood. To Gerry Cashin, Kathy and Joe Christen, Rick and Ann, who spent **countless** hours over many days, measuring, cutting, ironing, stretching and attaching the fabric. To Rick, who mounted them all with such care. And, ultimately, again, to Ann, who, at each stage of the process, never, ever let up on any of us – “just get it done.” A sincere thank you to all.

## ATTACHMENTS

Copier comparisons, photograph  
 Hurricane Hermine discussion items  
 Playground picnic tables  
 R&M log summary  
 Pool sign-in log/2016 Final  
 Pool sign-ins by time log/2016 Final  
 Pool closure log/2016 Final

## ITEMS TO CONSIDER FOR NEXT REVISION OF AMENITIES RULES

- nominal fee for renter fob – too many leave too quickly
- showering/shampooing on pool deck
- board authority to consider/approve “extraordinary” rental request  
     (lower rate for multi-week rental)
- damage deposit requirement/may inhibit state agency rental
- if the amenity is rendered un-rentable, either party may cancel  
     without penalty
- charge for every fob, say...\$12

- **ISSUES TO REVIEW RELATIVE TO ADULT SWIM**
  - friends vs. acquaintances/how many are too many?
  - how early is too early?

## Color Copier/Printer/Scan/Fax Comparison

	Office Business Systems <b>Ricoh MPC306SPF</b>	Rumble's <b>Kyocera Ecosys M6535cidn</b>	Advanced Business <b>Cannon C350iF</b>
Cost	\$2,295.00	\$3,760.00	\$3,999.00
Lease			
36 Months	\$ 79.42		\$125.00
48 Months	\$ 65.24		\$105.00
60 Months	\$ 56.50	\$80.84	\$ 75.00
Maintenance Fee	None	None	\$30.00 monthly Includes 1000 BW Excess 1.89 cents p/copy 7 cents per copy
Black & White	1 cent per copy	1 cent per copy	
Color	6 cents per copy	8 cents per copy	

All maintenance includes labor, parts, supplies and toner (excluding paper).

11/15/16

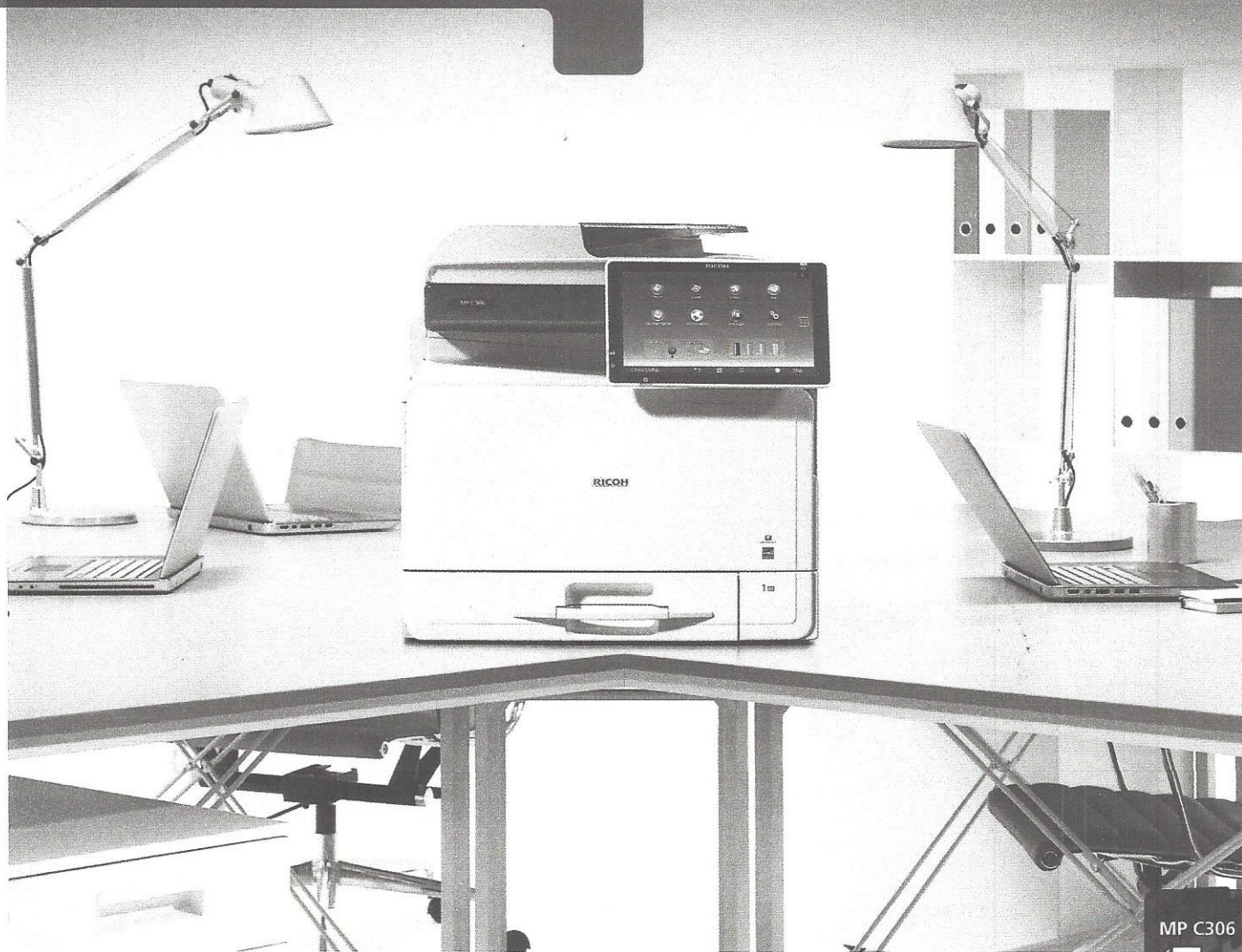


Multifunction Color

# RICOH MP C306

✓ Copier   ✓ Printer   ✓ Facsimile   ✓ Scanner

<sup>49</sup>  
**RICOH**  
imagine. change.



MP C306

**31**  
ppm

monochrome  
and full-color

# HURRICANE HERMINE

## Settlement Offers

**11-15-16**

WORK COMPLETED: Incurred to date \$ 9,394.23

WORK UPCOMING: Roof @ 19% \$ 8,391.20

(Actual proposal\*)

Hardie, fan, etc. \$ 5,820.17

(VeriClaim estimate)

Sign in front \$ 590.00

(Actual proposal)

Heinz to clear \$ 663.00

(Actual proposal)

Arbor electrical \$ 200.00

(Staff estimate)

**TOTAL DAMAGES: \$25,058.60**

**OFFER FOR 19% \$ 10,235.50/\$10,688.72**

**OFFER FOR 50% \$ 22,732.99/\$23,460.02**

\*Permitting fees not included



4495 Capital Circle NW  
Tallahassee, Florida 32303  
Phone (850)562-3300 \* Fax (850)562-2797

## **PROPOSAL AND CONTRACT AGREEMENT**

September 9<sup>th</sup>, 2016

Piney-Z Plantation  
950 Piney-Z Plantation Road  
Tallahassee, FL 32311

Attn: Mennda Parker

Subject to prompt acceptance and to all terms and conditions printed on the back hereof, which are hereby referred to and expressly made a part hereof, Metal Building Services, Inc. (hereinafter "MBSI") provides the following Proposal to the Buyer addressed above:

MBSI will perform the following Scope of Work on the real property located at: 950 Piney-Z Plantation Road (the "Property")

### **SCOPE OF WORK:**

- Remove 30' of roof, remove one damaged zee purlin on the back right end of the building
- Replace 10 damaged roof panels color to be Cool Emerald Green
- No electrical included
- No woodwork or hardboard work included
- No painting

➤ Labor	\$ 3,800.00
➤ Material	\$ 1,875.00
➤ Crating	\$ 99.99
➤ Exporting fee	\$ 100.00
➤ Freight	<u>\$ 1,059.88</u>
	\$ 6,934.87

10% overhead \$ 693.49  
\$ 7,628.36

10% profit \$ 762.84  
\$ 8,391.20

**TOTAL FOR ABOVE SCOPE OF WORK \$ 8,391.20**

Payment shall be due: \$ 0.00 (upon delivery of materials to the Property)  
\$ 8,391.20 (upon completion of the Work)

*Price effective Thirty (30) days from date of Proposal*

Upon acceptance of this Proposal, please return promptly to MBSI. This Proposal shall be null and void if not signed and returned to MBSI within thirty (30) days of the above date. In addition, this Proposal is subject to withdrawal at any time prior to execution by an authorized agent of MBSI. Buyer expressly acknowledges that the person executing this Proposal has full authority to act on behalf of and bind the Buyer to this Agreement. Upon full execution of the Proposal by both parties, this shall become a binding



agreement, subject to enforcement by either party under the terms and conditions contained on the back page of this Proposal.

Accepted by Buyer

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Title

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Accepted by **METAL BUILDING SERVICES, INC.**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Title

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_



## TERMS AND CONDITIONS

1. By signing this Contract, Buyer agrees to the following Terms and Conditions which shall apply to the Scope of Work set forth herein (also referred to as the "Work"). This Proposal, including the Terms and Conditions set forth herein constitutes the complete agreement of the parties and may not be modified except in writing signed by all parties hereto (hereinafter "Proposal" or "Contract"). ANY CURRENT OR PRIOR UNDERSTANDINGS, STATEMENTS, REPRESENTATIONS, AND AGREEMENTS, ORAL OR WRITTEN, IF NOT SPECIFICALLY EXPRESSED IN THIS CONTRACT, ARE VOID, HAVE NO EFFECT AND SHOULD NOT BE RELIED UPON. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THEY HAVE NOT RELIED UPON SUCH ITEMS AND EXPRESSLY WAIVE ANY CLAIMS ARISING OUT OF ANY PRIOR OR ORAL UNDERSTANDINGS, STATEMENTS, REPRESENTATIONS OR AGREEMENTS WHICH ARE NOT SET FORTH IN THIS CONTRACT. In the event MBSI begins the Work or purchases Materials for the Work at the request of the Buyer prior to the full execution of this Contract, the parties agree that the Terms and Conditions herein shall still apply to the Work.
2. The Buyer agrees that MBSI shall retain title to all materials and equipment delivered or placed upon the Property until final payment is made.
3. MBSI shall provide Buyer with Invoices in accordance with the payment schedule set forth in the Proposal. Invoices not paid within ten (10) days of the date of the Invoice, shall bear interest at the rate of 1.5% per month from the due date until paid or the maximum legal rate permitted by law, whichever is higher. In the event of breach of this Contract by the Buyer for non-payment or any other material breach, MBSI may unilaterally stop Work without prejudice to any other remedy it may have, until Buyer cures such breach. In the event Buyer fails to cure its breach within a seven (7) days from receipt of notice from MBSI of its breach, MBSI may elect to terminate this Contract.
4. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (i) when delivered by personal delivery or (ii) three (3) business days after having been deposited in the United States Mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid or (iii) when successfully transmitted electronically by email or facsimile transmission, during normal business hours on a business day, addressed to the party as set forth on the first page of this Contract.
5. Buyer acknowledges and understands that pursuant to this Contract, MBSI is furnishing services and materials to improve real property and pursuant to Fla. Stat. Ch. 713, MBSI is entitled to file and enforce a claim of lien upon the Property for any sums remaining unpaid upon completion of the Work. Prior to the beginning Work, Buyer shall execute and post a Notice of Commencement at the Property and provide MBSI with all information necessary to give proper notices to enforce any Construction Lien rights that MBSI, or any of its Subcontractors and suppliers, may have. The information provided by Buyer will include the Buyer's interest in the Property and the identity of any other parties having a legal or financial interest in the Property or the Work.
6. Buyer shall be responsible for any site work required to prepare the Property so that MBSI may begin Work upon the anticipated start date and continue through to completion without interruption from Buyer, other contractors or any other third parties. Buyer is responsible for any and all necessary soil tests and the costs of any engineering necessary for the completion of the Work. MBSI shall have no obligation to begin Work unless and until all necessary licenses, permits, notices and site work are complete. Buyer represents that it shall not interfere with MBSI's progress on the Work and that it shall not schedule any other contractor or third party whose work may interfere with MBSI's progress on the Work.
7. Upon full execution of the Contract, MBSI shall advise the Buyer of an anticipated start date upon which it shall begin to make delivery of materials and/or labor to commence and complete the performance of the Work. MBSI shall diligently pursue and substantially complete all Work to be performed under this Contract within a reasonable period of time, taking into consideration delays that are beyond the control of MBSI, including, but not limited to, weather conditions, delays in selection or delivery of materials, change orders requested by Buyer, delays caused by the government, owner, general contractor, architect and/or engineers; terrorism, armed conflict or economic dislocation resulting therefrom; embargoes; shortage of labor, raw materials production facilities, or transportation; labor difficulties, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods, accidents and acts of God.
8. MBSI shall furnish all necessary materials in accordance with the respective industry tolerance of color variation, thickness, and size, finish, texture and performance standards. MBSI's Work is guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the Work. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
9. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
10. All changes to the Work or selection of finished materials which may be requested by the Buyer are subject to MBSI's approval and must be in writing. MBSI shall have no responsibility to perform any changes to the Work or extra work, without a written Change Order signed by the Buyer and MBSI. Buyer shall pay to MBSI any increase in contract price prior to the Work being performed, or, at MBSI's option, at the time of final payment, or as set forth in the Change Order.
11. Upon request from MBSI, the Buyer shall furnish any necessary surveys of the Property. MBSI agrees that it will secure and pay for permits and licenses of a temporary nature which may be required solely to complete the Work by MBSI. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Buyer, unless otherwise specified. The Buyer shall furnish all temporary site facilities including suitable covered space and hoisting at no cost to MBSI.
12. Buyer warrants and represents to MBSI that Buyer has fee simple marketable title to the Property, free and clear of all liens or encumbrances, and Buyer shall submit proof of same to MBSI immediately upon request. Buyer further warrants that Buyer has legal right of access to the Property and all rights of title, including easements necessary for the construction, use and occupancy of the structure. Any loss or damage suffered by MBSI or any third party as the result of a defect in title or incorrect designation of the boundaries or location of the structure shall be borne solely by Buyer.
13. Buyer hereby acknowledges and agrees that MBSI shall not be responsible for special, incidental, or consequential damages arising out of the completion of its Work or its presence on the Property. MBSI shall not be responsible for damage to its Work by the Buyer, its employees, agents, contractors, subcontractors or any other third parties. Any repair work necessitated by such damage will be considered as an order for extra work. Buyer further agrees that no delay in the progress or completion of the Work will give rise to any liability for damages, including but not limited to liquidated, incidental or consequential damages, and Buyer hereby waives and releases any such claims against MBSI.
14. MBSI shall carry worker's compensation and employer's liability insurance in amounts to comply with the laws and regulations of the State in which the Work shall be done. The Buyer shall be responsible for and at its option may maintain such insurance as will protect it from contingent liability for damages for personal injury, including death, which may arise from the Work under this Agreement. The Buyer shall effect and maintain property insurance upon the entire Property and the Work to one hundred percent of the insurable value thereof, including items of labor and materials connected therewith whether in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction. Buyer and MBSI hereby waive all rights, including without limitation any rights of subrogation, against each other and any of their subcontractors, sub-subcontractors, agents and employees, each to the other, for damages arising out of the Work to the extent covered by insurance obtained pursuant to this Agreement or other property insurance applicable to the Work, except such rights as they have to proceeds of any such insurance held by the Buyer as fiduciary.
15. In the event of any disputes arising out of or in connection with this Contract, the prevailing party therein shall be entitled to recover reasonable attorney fees and costs, whether incurred prior to or during any judicial proceedings, including, but not limited to, any trial, appellate proceedings or alternative dispute proceedings. MBSI shall also be entitled to recover the costs of any collection efforts required to enforce the terms of this Contract.
16. This instrument shall not be altered or modified except by an agreement in writing signed by the parties hereto, and no officer, agent, or employee of MBSI shall have the power to waive or be deemed or held to have waived any provision hereof, unless such waiver be in writing signed by MBSI or its duly authorized officer or agent.
17. The Buyer and MBSI respectively bind themselves, their partners, successors, lawful assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. Neither party may assign this Agreement to any third party without the other party's prior written consent, except that Buyer may collaterally assign its rights herein to any Lender providing financing for the Work.
18. This Agreement shall be construed in accordance with the laws of the State of Florida. The parties expressly agree that personal jurisdiction and exclusive venue for any legal proceedings shall be exclusively in Leon County, Florida.

**From:** Kimberly Odom [<mailto:kodom@flcities.com>]  
**Sent:** Wednesday, October 12, 2016 2:24 PM  
**To:** PineyZ CDD Office Manager; [mporter@vericclaiminc.com](mailto:mporter@vericclaiminc.com); Davis, Paula  
**Cc:** PROPERTY CLAIMS (ORL)  
**Subject:** RE: Settlement offer on pavilion roof, Piney-Z CDD GC2016085542

Hi Melinda,

I am addressing the below email as Mike only does the estimates, not the loss settlements.

I have reviewed the policy, estimate, photo's, and claim, and below is my analysis:

The party pavilion has a 3% named storm deductible of \$5115.78, and an estimate to repair of \$16,688.72 (of which \$10603.45 is for the roofing and gutters).

The pool and wading pool has a 3% named storm deductible of \$6457.68, and damage total of \$2117.17 which is less than deductible.

The Welcome sign has a 3% named storm deductible of \$18,000.00, and damage total of \$432.54 which is less than deductible.

To answer your question to Mike regarding the methodology to replace the roof, there is nothing in the policy that states I have to replace the roof. It is pretty much an industry standard if over 50% is damaged that the full roof is replaced, or if on a visible side that would cause cosmetic issues to replace the one side. I am more than agreeable to compromising on any issue that I can.

From the estimate, approximately 1/5 of the roof square footage is damaged, and from the photo's the damage is all on the back side of the pavilion, facing the woods. It is a green metal roof, there should not be an obvious cosmetic difference once repaired, and in our sun, heat, and rain, colors blend quickly.

Under your Building and Personal Property CP 00 10 04 02, the policy states the following:

E. Loss Conditions,

2. Appraisals – it discusses you selecting an appraiser at your cost, and then if umpire is needed, we would split the cost

4. Loss Payment –

- (1) pay the value of lost or damaged property
- (2) pay cost of repair or replace damaged property
- (3) Take all or part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality

In an effort to compromise, I would be agreeable to replacing the one side of the roof that is damaged. If this is acceptable to you, please advise and I will have Mike review the damage estimate.

Best Regards,

*Kimberly Odom, CWC*  
*Property & Liability Claims Adjuster*  
*Email: [kodom@flcities.com](mailto:kodom@flcities.com)*  
*Phone: [407-425-9142](tel:407-425-9142) ext. 4014*




**vrs VeriClaim, Inc., a Sedgwick Company**

Michael "Mike" Porter  
 1400 Village Square Blvd., #3  
 Suite 241  
 Tallahassee, FL 32312-1231  
 Phone : 850-545-2549  
 Fax : 850-270-1432  
 Email : mporter@vericclaiminc.com

[M] - Indicates that the depreciation percentage was limited by the maximum allowable depreciation for this item

**Grand Total Areas:**

3,214.64 SF Walls	4,991.03 SF Ceiling	8,205.67 SF Walls and Ceiling
4,906.78 SF Floor	545.20 SY Flooring	253.33 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	266.79 LF Ceil. Perimeter
4,906.78 Floor Area	4,963.53 Total Area	3,214.64 Interior Wall Area
1,343.41 Exterior Wall Area	299.33 Exterior Perimeter of Walls	
5,270.46 Surface Area	52.70 Number of Squares	610.82 Total Perimeter Length
100.00 Total Ridge Length	0.00 Total Hip Length	

Coverage	Item Total	%	ACV Total	%
Party Pavilion	16,688.72	86.77%	16,235.50	86.58%
Pool and Wading Pool	2,111.17	10.98%	2,084.95	11.12%
Lodge	432.54	2.25%	432.54	2.31%
Total	19,232.43	100.00%	18,752.99	100.00%

**November 10, 2016**

Hi Melinda,

The estimate for the pavilion roof was revised as follows:

\$29,460.02

-\$727.03 (recoverable depreciation)

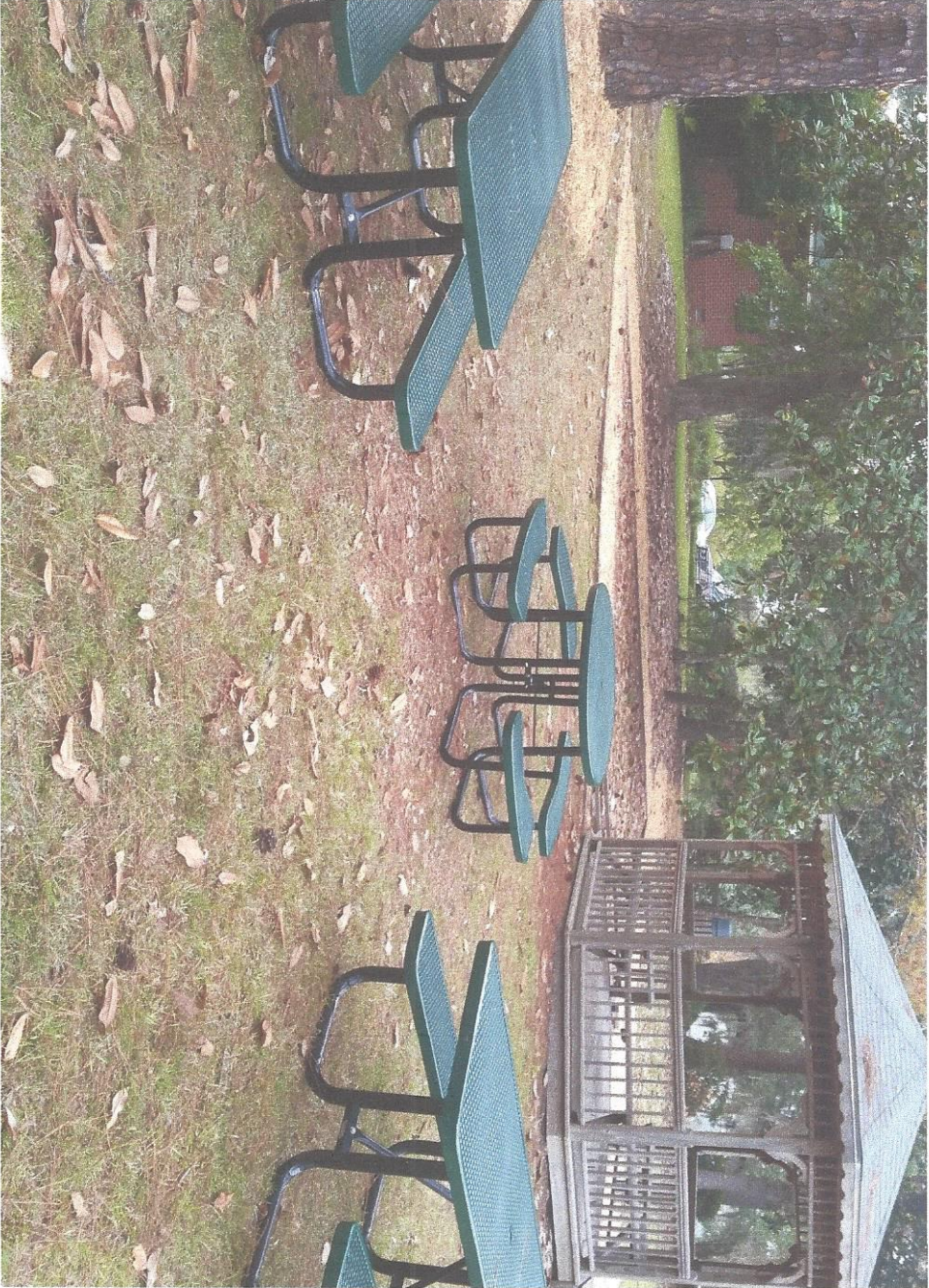
\$28,732.99

-\$6000.00 (deductible)

\$22,732.99 (Loss payable)

The pool/wading pool and lodge were both below their deductibles, so there is no payment due for either of these.

Let me know if you need anything additional.



Tables installed at playground 10.26.16



## SUMMARY OF CAPITAL/R&M ITEMS OUTSTANDING @ 11-17-2016 FOR 11-28-2016 Meeting

### LODGE

- 6-2016/Main floor support column requires repair
- 8-2015/Update second floor bathroom/ **WORK IN PROCESS**
- 5-2015/Update sink in kitchen/**FY 2017 BUDGET**

### FITNESS CENTER

### PAVILION

- 6-2015/Women's floor drain clogged
- 4-2015/Address cracks in floor/**IN PROCESS**
- 3-2015/Pavilion fans should be replaced/est. less than \$2,000/**FY 2017 BUDGET/BOARD REJECTED AUGUST 2016**

### POOL

- 1-2016/Consider moving cameras off city light pole/ **BOARD VOTED NOT UNTIL PROBLEM**
- 9-2015/Address asphalt seal coating/**FY 2017 BUDGET RESERVE ESTABLISHED**
- 4-2015/Need to level pavers at picnic tables
- 4-2015/Replace tile and marcite at some point/**FY 2017 BUDGET RESERVE**

### PLAYGROUND

- Repairs suggested in FL League of Cities property inspection report

### GENERAL

- 9-2015/Corral for dumpster and re-cycle bin
- 9-2015/Asphalt main lot, front and rear/**FY 2017 BUDGET RESERVE**
- 11-2015/Update site-wide surveillance/access control system/ **IN PROCESS**
- 11-2015/Upgrade signage site-wide/consistent color and theme/ **IN PROCESS**

- 8-2015/Map property vis a vis irrigation, electrical, HVAC, water, emergency shut offs, backflow locations, fire line, electric panels, etc.)/ **NEARING COMPLETION**
- 4-2015/Address cracks in masonry retaining wall by fitness center

# Piney-Z Community Development District

## Pool Sign-Ins/2016 Season

		6a-10a	10a-2p	2p-6p	6p-close	TOTAL
Saturday	April 23		5	29	0	34
Sunday	April 24		33	33	4	70
Saturday	April 30		15	34	35	84
Sunday	May 1		33	34	15	82
Saturday	May 7		11	7	18	36
Sunday	May 8		35	31	3	69
Saturday	May 14		31	22	12	65
Sunday	May 15		29	71	7	107
Saturday	May 21		11	12	4	27
Sunday	May 22		12	38	2	52
Saturday	May 28		24	42	21	87
Sunday	May 29		68	25	14	107

### END OF WEEKENDS ONLY

Monday	May 30		45	59	10	114
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### MEMORIAL DAY

		6a-10a	10a-2p	2p-6p	6p-close	TOTAL
Tuesday	May 31	9	13	4	14	40*
Wednesday	June 1	7	23	16	0	46
Thursday	June 2	7	18	18	20	64
Friday	June 3	12	28	27	27	94
Saturday	June 4	0	30	40	30	100
Sunday	June 5	4	8	6	0	18*
Monday	June 6	POOL CLOSED/TROPICAL STORM COLIN				
Tuesday	June 7	9	14	13	17	53
Wednesday	June 8	6	21	37	11	75
Thursday	June 9	8	15	17	24	64
Friday	June 10	11	29	7	5	52
Saturday	June 11	1	19	7	6	33*
Sunday	June 12	0	48	34	3	85*
Monday	June 13	14	8	16	13	51*
Tuesday	June 14	9	28	43	13	93
Wednesday	June 15	9	8	0	8	25*



		6a-10a	10a-2p	2p-6p	6p-close	TOTAL
Thursday	June 16	11	5	16	0	32*
Friday	June 17	10	18	0	5	33*
Saturday	June 18	1	28	17	11	57*
Sunday	June 19	0	52	37	10	99
Monday	June 20	12	17	22	6	57
Tuesday	June 21	13	23	24	16	76
Wednesday	June 22	10	31	23	16	80
Thursday	June 23	11	11	23	23	68
Friday	June 24	9	17	17	25	68
Saturday	June 25	1	32	49	23	105
Sunday	June 26	1	21	12	0	34*
Monday	June 27	6	14	15	8	43
Tuesday	June 28	9	16	2	0	27*
Wednesday	June 29	9	7	6	7	29*
Thursday	June 30	6	6	0	18	30*
Friday	July 1	7	0	8	0	15*
Saturday	July 2	3	39	75	18	135
Sunday	July 3	0	34	13	0	47*
Monday	July 4	3	44	18	4	69*
<b>4<sup>TH</sup> OF JULY</b>						
Tuesday	July 5	8	14	0	17	39*
Wednesday	July 6	8	13	8	6	35*
Thursday	July 7	11	13	11	21	56
Friday	July 8	POOL CLOSED/TO BALANCE CYANURIC ACID				
Saturday	July 9	10	30	36	34	110
Sunday	July 10	4	26	0	12	42*
Monday	July 11	9	13	3	0	25*
Tuesday	July 12	10	24	6	0	40*
Wednesday	July 13	9	20	7	12	48
Thursday	July 14	8	22	6	0	36*
Friday	July 15	10	0	0	5	15*
Saturday	July 16	8	20	9	0	37*
Sunday	July 17	2	21	0	17	40*
Monday	July 18	6	11	0	10	27*
Tuesday	July 19	9	9	4	22	22
Wednesday	July 20	10	11	7	20	48
Thursday	July 21	7	6	0	5	18*
Friday	July 22	10	7	16	0	33*
Saturday	July 23	2	18	17	9	46
Sunday	July 24	2	34	10	19	65*
Monday	July 25	9	15	3	13	40

		6a-10a	10a-2p	2p-6p	6p-close	TOTAL
Tuesday	July 26	14	11	10	0	35*
Wednesday	July 27	9	14	3	9	35
Thursday	July 28	11	6	10	5	32*
Friday	July 29	9	12	4	3	28*
Saturday	July 30	0	16	44	19	79*
Sunday	July 31	0	18	26	14	58*
Monday	August 1	8	10	0	4	22*
Tuesday	August 2	9	9	5	11	34
Wednesday	August 3	7	12	3	3	25
Thursday	August 4	7	9	0	0	16*
Friday	August 5	3	2	0	6	11*
Saturday	August 6	0	9	13	16	38
Sunday	August 7	0	18	10	0	28*
Monday	August 8	6	6	2	8	22
Tuesday	August 9	6	0	0	0	6
Wednesday	August 10	2	0	0	0	2*
Thursday	August 11	8	12	0	3	23
Friday	August 12	9	3	9	6	27
Saturday	August 13	0	19	31	0	50
Sunday	August 14	0	23	0	6	29*
Monday	August 15	9	0	0	6	15
Tuesday	August 16	8	0	0	2	10*
Wednesday	August 17	9	0	0	6	15
Thursday	August 18	12	0	0	0	12
Friday	August 19	11	0	0	0	11
Saturday	August 20	2	16	21	0	39*
Sunday	August 21	1	31	21	6	59*
Monday	August 22	10	0	1	6	17
Tuesday	August 23	13	0	0	0	13*
Wednesday	August 24	6	0	7	3	16
Thursday	August 25	11	0	4	0	15
Friday	August 26	7	0	4	2	13
Saturday	August 27	0	19	18	0	37
Sunday	August 28	0	19	29	8	56
Monday	August 29	6	1	3	0	10
Tuesday	August 30	7	0	1	4	12
Wednesday	August 31	5	0	0	0	5
Thursday	September 1	No one came to swim				

		6a-10a	10a-2p	2p-6p	6p-close	TOTAL
Friday	September 2	CLOSED DUE TO HURRICANE HERMINE				
Saturday	September 3	CLOSED DUE TO HURRICANE HERMINE				
Sunday	September 4	CLOSED DUE TO HURRICANE HERMINE				
Monday	September 5	CLOSED DUE TO HURRICANE HERMINE				
Tuesday	September 6	CLOSED DUE TO HURRICANE HERMINE				
Wednesday	September 7	CLOSED DUE TO HURRICANE HERMINE				
Thursday	September 8	0	0	2	0	2
Friday	September 9	9	3	0	4	16
Saturday	September 10	1	4	15	1	21
Sunday	September 11	0	0	0	5	5
Monday	September 12	7	0	4	0	11
Tuesday	September 13	7	0	0	0	7
Wednesday	September 14	7	0	1	0	8
Thursday	September 15	7	0	2	0	9
Friday	September 16	9	0	2	0	11
Saturday	September 17	2	1	7	0	10
Sunday	September 18	0	4	0	0	4*
Monday	September 19	9	0	0	0	9
Tuesday	September 20	9	1	3	0	13
Wednesday	September 21	6	2	1	0	9
Thursday	September 22	7	0	3	0	10
Friday	September 23	10	0	0	0	10
Saturday	September 24	2	5	5	0	12*
Sunday	September 25	0	20	0	0	20*
Monday	September 26	6	0	2	0	8*
Tuesday	September 27	8	0	0	0	8
Wednesday	September 28	6	0	0	0	6*
Thursday	September 29	7	1	0	2	10
Friday	September 30	9	0	0	0	9
Saturday	October 1	0	1	3	0	4
Sunday	October 2	0	8	0	0	8
Monday	October 3	6	0	1	CLOSED	7
Tuesday	October 4	6	0	0	CLOSED	6
Wednesday	October 5	6	0	0	CLOSED	6
Thursday	October 6	7	0	0	CLOSED	7
Friday	October 7	6	0	2	CLOSED	8
Saturday	October 8	1	1	4	0	6
Sunday	October 9	0	4	20	0	24
Monday	October 10	4	0	1	CLOSED	5

Tuesday	October 11	0	0	0	CLOSED	0
Wednesday	October 12	3	0	0	CLOSED	3
Thursday	October 13	2	0	1	CLOSED	3
Friday	October 14	4	0	0	CLOSED	4
Saturday	October 15	0	0	0	CLOSED	0
Sunday	October 16	0	0	0	CLOSED	0
Monday	October 17	3	0	0	CLOSED	3
Tuesday	October 18	3	0	0	CLOSED	3
Wednesday	October 19	0	0	0	CLOSED	0
Thursday	October 20	3	0	2	CLOSED	5
Friday	October 21	3	0	0	CLOSED	3
Saturday	October 22	0	0	0	CLOSED	0
Sunday	October 23	0	0	0	CLOSED	0
Monday	October 24	0	0	0	CLOSED	0
Tuesday	October 25	0	0	0	CLOSED	0
Wednesday	October 26	0	0	0	CLOSED	0
Thursday	October 27	0	0	0	CLOSED	0
Friday	October 28	0	0	0	CLOSED	0
Saturday	October 29	0	0	0	CLOSED	0
Sunday	October 30	0	0	0	CLOSED	0
Monday	October 31	0	0	0	CLOSED	0

5,041

\*Closed a portion of the day due to weather

## PRE 10:00AM POOL SIGN-INS\*

### 2016 Pool Season

Monday	10-31-16	NO ONE CAME TO SWIM TODAY
Sunday	10-30-16	NO ONE CAME TO SWIM TODAY
Saturday	10-29-16	NO ONE CAME TO SWIM TODAY
Friday	10-28-16	NO ONE CAME TO SWIM TODAY
Thursday	10-27-16	NO ONE CAME TO SWIM TODAY
Wednesday	10-26-16	NO ONE CAME TO SWIM TODAY
Tuesday	10-25-16	NO ONE CAME TO SWIM TODAY
Monday	10-24-16	NO ONE CAME TO SWIM TODAY
Sunday	10-23-16	NO ONE CAME TO SWIM TODAY
Saturday	10-22-16	NO ONE CAME TO SWIM TODAY
Friday	10-21-16	8:45
Thursday	10-20-16	9:00
Wednesday	10-19-16	NO ONE CAME TO SWIM TODAY
Tuesday	10-18-16	9:00
Monday	10-17-16	9:05
Sunday	10-16-16	NO ONE CAME TO SWIM TODAY
Saturday	10-15-16	NO ONE CAME TO SWIM TODAY
Friday	10-14-16	8:50
Thursday	10-13-16	9:00
Wednesday	10-12-16	9:00
Tuesday	10-11-16	NO ONE CAME TO SWIM TODAY
Monday	10-10-16	9:00
Sunday	10-9-16	NONE
Saturday	10-8-16	NONE
Friday	10-7-16	8:50
Thursday	10-6-16	6:00 (1 in first hour, then 9:00)
Wednesday	10-5-16	9:00
Tuesday	10-4-16	8:58
Monday	10-3-16	8:58
Sunday	10-2-16	NONE
Saturday	10-1-16	NONE
Friday	9-30-16	8:50
Thursday	9-29-16	8:55
Wednesday	9-28-16	9:00
Tuesday	9-27-16	7:35 (1 in first hour, then 8:58)
Monday	9-26-16	6:07 (1 in first hour, then 9:00)
Sunday	9-25-16	NONE
Saturday	9-24-16	9:45



Friday	9-23-16	6:00 (2 in first hour, then 8:50)
Thursday	9-22-16	6:00 (2 in first hour, then 8:55)
Wednesday	9-21-16	8:55
Tuesday	9-20-16	8:50
Monday	9-19-16	6:10 (1 in first hour, then 9:00)
Sunday	9-18-16	NONE
Saturday	9-17-16	9:30
Friday	9-16-16	7:30 (3 in first hour, then 9:00)
Thursday	9-15-16	8:55
Wednesday	9-14-16	6:10 (1 in first hour, then 8:58)
Tuesday	9-13-16	6:05 (1 in first hour, then 8:57)
Monday	9-12-16	6:05 (1 in first hour, then 8:55)
Sunday	9-11-16	NONE
Saturday	9-10-16	9:20 (1 in first hour, then 11:55)
Friday	9-9-16	6:00 (1 in first hour, then 8:50)
Thursday	9-8-16	Closed until 5:00PM
Wednesday	9-7-16	CLOSED DUE TO HERMINE
Tuesday	9-6-16	CLOSED DUE TO HERMINE
Monday	9-5-16	CLOSED DUE TO HERMINE
Sunday	9-4-16	CLOSED DUE TO HERMINE
Saturday	9-3-16	CLOSED DUE TO HERMINE
Friday	9-2-16	CLOSED DUE TO HERMINE
Thursday	9-1-16	NO ONE CAME TO SWIM TODAY
Wednesday	8-31-16	6:00 (2 in first hour, then 9:00)
Tuesday	8-30-16	6:20 (1 in first hour, then 7:35)
Monday	8-29-16	6:00 (1 in first hour, then 8:55)
Sunday	8-28-16	NONE
Saturday	8-27-16	NONE
Friday	8-26-16	8:46
Thursday	8-25-16	6:00 (2 in first hour, then 8:50)
Wednesday	8-24-16	6:00 (1 in first hour, then 8:20)
Tuesday	8-23-16	6:00 (2 in first hour, then 7:45)
Monday	8-22-16	6:15 (1 in first hour, then 8:55)
Sunday	8-21-16	9:10
Saturday	8-20-16	8:50
Friday	8-19-16	6:00 (1 in first hour, then 7:50)
Thursday	8-18-16	6:00 (1 in first hour, then 8:50)
Wednesday	8-17-16	6:00 (1 in first hour, then 9:00)
Tuesday	8-16-16	8:57
Monday	8-15-16	8:53

Sunday	8-14-16	NONE
Saturday	8-13-16	NONE
Friday	8-12-16	8:50
Thursday	8-11-16	9:00
Wednesday	8-10-16	9:10
Tuesday	8-9-16	8:59
Monday	8-8-16	6:05 (1 in first hour, then 8:55)
Sunday	8-7-16	NONE
Saturday	8-6-16	NONE
Friday	8-5-16	6:05 (1 in first hour, then 9:00)
Thursday	8-4-16	6:10 (1 in first hour, then 9:00)
Wednesday	8-3-16	6:00 (1 in first hour, then 7:20)
Tuesday	8-2-16	6:00 (1 in first hour, then 8:00)
Monday	8-1-16	8:55
Sunday	7-31-16	NONE
Saturday	7-30-16	NONE
Friday	7-29-16	6:00 (1 in first hour, then 8:00)
Thursday	7-28-16	6:05 (1 in first hour, then 8:05)
Wednesday	7-27-16	6:05 (2 in first hour, then 8:15)
Tuesday	7-26-16	6:05 (1 in first hour, then 7:15)
Monday	7-25-16	6:10 (1 in first hour, then 7:45)
Sunday	7-24-16	9:10
Saturday	7-23-16	9:05
Friday	7-22-16	6:00 (1 in first hour, then 8:50)
Thursday	7-21-16	6:00 (1 in first hour, then 7:37)
Wednesday	7-20-16	6:00 (1 in first hour, then 7:00)
Tuesday	7-19-16	6:00 (1 in first hour, then 8:45)
Monday	7-18-16	6:00 (1 in first hour, then 8:00)
Sunday	7-17-16	9:15
Saturday	7-16-16	9:15
Friday	7-15-16	8:10
Thursday	7-14-16	6:48 (1 in first hour, then 7:23)
Wednesday	7-13-16	8:00
Tuesday	7-12-16	8:15
Monday	7-11-16	6:48 (1 in first hour, then 8:00)
Sunday	7-10-16	8:10
Saturday	7-9-16	9:15
Friday	7-8-16	CLOSED
Thursday	7-7-16	6:00 (1 in first hour, then 1 at 7:05)
Wednesday	7-6-16	6:00 (2 in first hour)

Tuesday	7-5-16	6:02 (2 in first hour)
Monday	7-4-16	8:20
Sunday	7-3-16	NONE
Saturday	7-2-16	9:00
Friday	7-1-16	6:04 (1 in first hour, then 8:30)
Thursday	6-30-16	6:00 (2 in first hour, then 8:50)
Wednesday	6-29-16	6:00 (1 in first hour, then 8:30)
Tuesday	6-28-16	8:45
Monday	6-27-16	8:50
Sunday	6-26-16	9:30
Saturday	6-25-16	9:05
Friday	6-24-16	8:20
Thursday	6-23-16	6:00 (1 in first hour, then 8:55)
Wednesday	6-22-16	6:20 (1 in first hour, then 8:53)
Tuesday	6-21-16	6:00 (1 in first hour, then 8:10)
Monday	6-20-16	6:04 (2 in first hour, then 9:04)
Sunday	6-19-16	10:05
Saturday	6-18-16	9:10
Friday	6-17-16	6:03 (1 in first hour, then 8:50)
Thursday	6-16-16	6:25 (2 in first hour, then 8:51)
Wednesday	6-15-16	7:04 (1 in second hour, then 8:05)
Tuesday	6-14-16	7:37 (1 in second hour, then 8:50)
Monday	6-13-16	9:00
Sunday	6-12-16	NONE
Saturday	6-11-16	9:40
Friday	6-10-16	8:48
Thursday	6-9-16	8:55
Wednesday	6-8-16	8:55
Tuesday	6-7-16	7:05 (1 in second hour, then 8:55)
Monday	6-6-16	CLOSED
Sunday	6-5-16	9:40
Saturday	6-4-16	NONE
Friday	6-3-16	8:50
Thursday	6-2-16	8:57
Wednesday	6-1-16	9:00
Tuesday	5-31-16	9:00

\*Special tracking, 6-8AM



# Piney-Z Community Development District

## Pool Closures/2016 Season

Tuesday	May 31	Three closures, totaling 151 minutes, between 3:06PM and 6:30PM
Sunday	June 5	One closure, totaling 58 minutes, between 10:20AM and 11:18AM
Monday	June 6	<b>CLOSED ALL DAY/TROPICAL STORM COLIN</b>
Saturday	June 11	Two closures, totaling 365 minutes, between 1:35PM and 8:10 PM
Sunday	June 12	One closure, totaling 90 minutes, between 5:30PM and 7:00PM
Monday	June 13	Two closures, totaling 85 minutes, between 5:05PM and 8:30PM
Wednesday	June 15	Three closures, totaling 275 minutes, between 10:30AM and 4:35PM
Thursday	June 16	Two closures, totaling 245 minutes, between 12:40PM and 5:00 PM
Friday	June 17	One closure, totaling 130 minutes, between 1:40PM and 3:50PM
Saturday	June 18	One closure, totaling 85 minutes, between 7:05PM and 8:30PM
Sunday	June 26	One closure, totaling 336 minutes, between 2:54PM and 8:30PM
Tuesday	June 28	One closure, totaling 250 minutes, between 4:20PM and 8:30PM
Wednesday	June 29	One closure, totaling 210 minutes, between 1:30PM and 5:00PM
Thursday	June 30	One closure, totaling 200 minutes, between 10:20AM and 1:40PM
Friday	July 1	Two closures, totaling 115 minutes, between 1:50PM and 5:45PM
Sunday	July 3	One closure, totaling 177 minutes, between 4:18PM and 7:15PM
Monday	July 4	One closure, totaling 30 minutes, between 3:20PM and 3:50PM
Tuesday	July 5	One closure, totaling 95 minutes, between 1:40PM and 3:15PM
Wednesday	July 6	One closure, totaling 210 minutes, between 3:35PM and 7:05PM
Friday	July 8	<b>CLOSED ALL DAY/TO ADDRESS CYANURIC ACID LEVEL</b>
Sunday	July 10	One closure, totaling 290 minutes, between 2:10PM and 7:00PM
Monday	July 11	One closure, totaling 170 minutes, between 3:10PM and 6:00PM
Tuesday	July 12	One closure, totaling 85 minutes, between 5:15PM and 6:40PM
Thursday	July 14	One closure, totaling 165 minutes, between 5:30PM and 8:15PM
Friday	July 15	One closure, totaling 265 minutes, between 2:00PM and 6:25PM
Saturday	July 16	Two closures, totaling 308 minutes, between 12:15PM and 6:38PM
Sunday	July 17	One closure, totaling 185 minutes, between 1:55PM and 5:00PM
Monday	July 18	One closure, totaling 305 minutes, between 12:55PM and 6:00PM
Thursday	July 21	One closure, totaling 293 minutes, between 12:37PM and 5:30PM
Friday	July 22	One closure, totaling 70 minutes, between 5:50PM and 7:00PM
Sunday	July 24	One closure, totaling 30 minutes, between 5:20PM and 5:50PM
Tuesday	July 26	One closure, totaling 43 minutes, between 12:07PM and 12:50 PM
Thursday	July 28	One closure, totaling 70 minutes, between 5:30PM and 6:40PM
Friday	July 29	Two closures, totaling 77 minutes, between 3:50PM and 5:50PM
Saturday	July 30	One closure, totaling 150 minutes, between 2:30PM and 5:00PM
Sunday	July 31	One closure, totaling 160 minutes, between 4:05PM and 6:45PM
Monday	August 1	One closure, totaling 300 minutes, between 11:00AM and 4:00PM
Thursday	August 4	One closure, totaling 225 minutes, between 3:30PM and 7:15PM
Friday	August 5	One closure, totaling 150 minutes, between 10:00AM and 12:30PM

Sunday	August 7	Two closures, totaling 222 minutes, between 3:18PM and 7:15PM
Wednesday	August 10	Two closures, totaling 525 minutes, between 10:30AM and 8:30PM
Tuesday	August 16	One closure, totaling 105 minutes, between 6:45PM and 8:30PM
Saturday	August 20	One closure, totaling 105 minutes, between 5:45PM and 7:30PM
Sunday	August 21	One closure, totaling 120 minutes, between 3:10PM and 5:10PM
Tuesday	August 23	One closure, totaling 174 minutes, between 5:06PM and 8:00PM
Friday	September 2	<b>CLOSED ALL DAY/HURRICANE HERMINE</b>
Saturday	September 3	<b>CLOSED ALL DAY/HURRICANE HERMINE</b>
Sunday	September 4	<b>CLOSED ALL DAY/HURRICANE HERMINE</b>
Monday	September 5	<b>CLOSED ALL DAY/HURRICANE HERMINE</b>
Tuesday	September 6	<b>CLOSED ALL DAY/HURRICANE HERMINE</b>
Wednesday	September 7	<b>CLOSED ALL DAY/HURRICANE HERMINE</b>
Thursday	September 8	One closure, totaling 660 minutes, between 6:00AM and 5:00 PM
Sunday	September 11	One closure, totaling 150 minutes, between 3:30PM and 6:00PM
Sunday	September 18	One closure, totaling 315 minutes, between 2:45PM and 8:00PM
Saturday	September 24	One closure, totaling 60 minutes, between 1:15PM and 2:15PM
Sunday	September 25	One closure, totaling 129 minutes, between 3:45PM and 5:54PM
Monday	September 26	One closure, totaling 160 minutes, between 5:20PM and 8:00PM
Wednesday	September 28	One closure, estimated at 90 minutes; no form filed

TO DATE: 70 closures including eight full days, 154 hours and 23 minutes

## **Tenth Order of Business**

**10A.**



**Berger, Toombs, Elam,  
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

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

August 29, 2016

Board of Supervisors  
Piney-Z Community Development District  
210 North University Drive, Suite 702  
Coral Springs, FL 33071

### **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the financial statements of Piney-Z Community Development District, which comprise governmental activities, each major fund and the budgetary comparison for the General Fund as of and for the years ended September 30, 2016, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2016.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

### **The Responsibilities of the Auditor**

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Fort Pierce / Stuart

Piney-Z Community Development District  
August 29, 2016  
Page 2

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to Piney-Z Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by Piney-Z Community Development District and that are to be included as part of our audit are listed below:

1. General Fund
2. Two Debt Service Funds

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

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

Piney-Z Community Development District  
August 29, 2016  
Page 3

Management is responsible for identifying and ensuring that Piney-Z Community Development District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

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

Piney-Z Community Development District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, Piney-Z Community Development District agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

#### **Piney-Z Community Development District's Records and Assistance**

If circumstances arise relating to the condition of the Piney-Z Community Development District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issuing a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Piney-Z Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Berger, Toombs, Elam, Gaines & Frank is required to comply with the Public Records Law.

#### **Other Relevant Information**

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

Piney-Z Community Development District  
August 29, 2016  
Page 4

### **Fees, Costs and Access to Workpapers**

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2016 will not exceed \$3,150 unless the scope of the engagement is changed, the assistance which Piney-Z Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

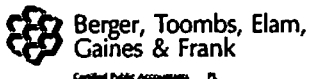
The fiscal year 2016 audit will be completed by June 30, 2016.

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

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

The Piney-Z Community Development District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Berger, Toombs, Elam, Gaines & Frank. The Piney-Z Community Development District will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.





Piney-Z Community Development District  
August 29, 2016  
Page 5

## Reporting

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

In addition to our report on Piney-Z Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements.
- Management letter required by Chapter 10.500, Rule of the State of Florida Auditor General.

After issuance of the audit report, a representative of Berger, Toombs, Elam, Gaines & Frank will be present via teleconference at the first appointed Board Meeting to present the audit report and answer any and all questions.

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

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger, Toombs, Elam,  
Gaines & Frank*

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

Confirmed on behalf of the addressee:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

# Baggett, Reutimann & Associates, CPAs PA

Certified Public Accountants

Judson B. Baggett, MBA, CPA, CVA, Partner  
Marci Reutimann, CPA, Partner

6815 Dairy Road  
Zephyrhills, FL 33542  
Phone: (813) 788-2155  
Fax: (813) 782-8606

## System Review Report

To the Partners

October 31, 2013

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

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL, (the firm), in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL, in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs PL, has received a peer review rating of *pass*.

  
Baggett, Reutimann & Associates, CPAs,

(SYSTEM REVIEW REPORT)

**10B.**

# PRAGER & CO., LLC

INVESTMENT BANKERS

## TERMINATION OF DISSEMINATION AGREEMENT

September 26, 2016

Piney-Z Community Development District  
Attention: Board of Supervisors

Dear Board Members:

Pursuant to the Dissemination Agreement Section (3) Termination, PRAGER & CO., LLC hereby is providing notice to terminate the agreement as the District's Dissemination Agent effective October 26, 2016.

Based upon the District Manager's prior involvement in providing information and assistance in complying with the terms and conditions of the Continuing Disclosure Agreement, we feel that the District will be well served with the District Manager serving as the Dissemination Agent.

It has been a privilege to serve as your Dissemination Agent. Please let us know how we can assist with the transition. Thank you for all of your cooperation and support.

Very truly yours,

**PRAGER & CO., LLC**

DocuSigned by:



9FDF1292040F433...

Lloyd Leanse  
Managing Director

**10C.**

**AGREEMENT BETWEEN  
PINEY-Z COMMUNITY DEVELOPMENT DISTRICT  
AND  
SEVERN TRENT ENVIRONMENTAL SERVICES, INC.  
FOR DISSEMINATION AGENT SERVICES**

THIS AGREEMENT made and entered into on this 28<sup>th</sup> day of November, 2016 by and between the Piney-Z Community Development District, hereinafter referred to as "**DISTRICT**", and the firm of Severn Trent Environmental Services, Inc., hereinafter referred to as "**MANAGER**", whose address is 210 North University Drive, Suite 702, Coral Springs, Florida 33071.

**WITNESSETH:**

WHEREAS, the **DISTRICT** desires to employ the services of the **MANAGER** for the purpose of providing the **DISTRICT** with certain District management services as more fully set forth in Exhibit A hereunder; and

WHEREAS, the **MANAGER** desires to provide such services to the **DISTRICT** subject to the terms hereof,

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

**ARTICLE 1. SCOPE OF SERVICES AND MANAGER RESPONSIBILITIES**

- 1.1 The **DISTRICT** hereby engages the **MANAGER** for the services described and set forth in Exhibit A and for the fees described in Exhibit B, attached hereto and incorporated by reference herein.
- 1.2 **MANAGER** may offer and/or the **DISTRICT** may request that additional services be provided under this Agreement. In the event that the **MANAGER** and the **DISTRICT** agree upon a change in the scope of services to be provided under this Agreement, the change in Compensation, if any, shall be agreed between the **DISTRICT** and **MANAGER** and will be invoiced in accordance with this Agreement.
- 1.3 The **MANAGER** shall devote such time as is necessary to complete the duties and responsibilities assigned to the **MANAGER** under this Agreement.
- 1.4 All services will be rendered by and under the supervision of qualified staff in accordance with the terms and conditions set forth in this Agreement. Even though **MANAGER'S** staff may include licensed attorneys and engineers, the **DISTRICT** acknowledges that **MANAGER** is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Other than the requirement to render the services by and under the supervision of qualified staff, **MANAGER** makes no specific representation or warranty regarding the services or any

deliverables to be provided hereunder and any and all warranties arising by custom or usage in the profession, or arising by operation of law are hereby expressly disclaimed.

- 1.5 If the scope of services hereunder requires the **MANAGER** to administer or supervise the **District's** personnel, the **MANAGER** shall not be responsible for any damages, losses, settlement payments, deficiencies, liabilities, costs and expenses resulting from the failure of the **District's** employees to follow the instructions of the **MANAGER**. Similarly, if in the course of providing the services required by this Agreement, the **MANAGER** follows the instructions of the **DISTRICT**, the **MANAGER** shall not be responsible for any damages, losses, settlement payments, deficiencies, liabilities, costs and expenses resulting therefrom.

1.6 In performing the services hereunder, **MANAGER** may rely on information supplied by the **DISTRICT** and **MANAGER** shall not be required to independently verify the accuracy and completeness of such information. In addition, although the **MANAGER** may participate in the accumulation of information developed by others necessary for use in documents required by the **DISTRICT**, **MANAGER** is not responsible for verifying the accuracy of such information. Provided however, the **MANAGER** shall be responsible for the accuracy and completeness of any information collected by the **MANAGER** or under the **MANAGER'S** direction.

## **ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF THE MANAGER**

- 2.1 The signature on this Agreement by the **MANAGER** shall act as **MANAGER'S** representation that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
- 2.2 The **MANAGER** acknowledges and agrees that it owes a duty of loyalty, fidelity and allegiance to act at all times during the term of this Agreement in the known interests of the **DISTRICT** and to knowingly do no act which would injure the **DISTRICT'S** business, its interests, or its reputation. Further, the **MANAGER** shall not, during the term of this Agreement, engage in any activity which constitutes a Conflict of Interest (as defined below). For purposes of this Agreement, "Conflict of Interest" means any act or activity, or any interest in connection with, or any benefit from any act or activity, which knowingly is adverse to the interests of or would in any material way injure the **DISTRICT**. Notwithstanding any provision to the contrary contained herein, this Section 2.2 shall not prohibit the **MANAGER** from (a) performing water and wastewater utility management, customer services, utility billing, operation and maintenance services to the **DISTRICT** under a separate agreement; and (b) providing for the benefit of any other District services similar to the services provided **DISTRICT** hereunder. **DISTRICT** hereby waives any and all conflicts of interest or potential conflicts of interest in connection therewith, it being specifically agreed to and understood that **MANAGER'S** provision of any such services to the **DISTRICT** or to any other District shall not constitute a conflict of interest under this Agreement. The **MANAGER** warrants that it has not employed or retained any company or person, other than a bona fide employee or previously retained sales consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or

firm other than a bona fide employee working solely for the **MANAGER** or a previously retained sales consultant any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

- 2.3 The **MANAGER** warrants and represents that it shall refrain from unlawful discrimination in performing its obligations under this Agreement.

### **ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE DISTRICT**

**DISTRICT** represents and warrants that this Agreement, **DISTRICT'S** execution and delivery of this Agreement and **DISTRICT'S** performance of its obligations hereunder, have been duly and validly authorized by **DISTRICT** by all necessary action. This Agreement has been validly executed and delivered by **DISTRICT** and constitutes a legal, valid and binding obligation of **DISTRICT**, enforceable in accordance with its terms.

### **ARTICLE 4. COMPENSATION**

- 4.1 The **DISTRICT** agrees to compensate the **MANAGER** in accordance with the fee schedule set forth in Exhibit B.
- 4.2 Payment to the **MANAGER** for all services rendered shall be made on a monthly basis within thirty (30) days of the **MANAGER's** issuance of an invoice.

### **ARTICLE 5. TERM**

- 5.1 This Agreement shall commence on the date hereof and shall continue until terminated in writing by either party with at least ninety day (90) days prior written notice.
- 5.2 The Agreement may be terminated as follows:
- (a) The failure of either party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days, but is not cured within forty-five (45) days, the Agreement shall terminate at midnight of the forty-fifth (45<sup>th</sup>) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure upon the dissolution or court-declared invalidity of the **DISTRICT**; or
  - (b) By either party, for any reason, upon ninety (90) days written notice.
- 5.3 Upon the termination of this Agreement, **MANAGER** will take all reasonable and necessary actions to transfer in an orderly fashion to the **DISTRICT** or its designee all



the **DISTRICT's** books and records in **MANAGER's** possession. In addition, within thirty (30) days of termination of this Agreement, **MANAGER** shall be paid in full for all services rendered through the date of termination.

## **ARTICLE 6. RISK MANAGEMENT**

6.1 The **MANAGER** shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

- (a) Professional Liability insurance with an aggregate limit of Two Million Dollars (\$2,000,000) ; and
- (b) Commercial Crime insurance with a per loss limit of One Million Dollars (\$1,000,000).

6.2 To the extent allowable under applicable law and except and to the extent caused by the negligence or willful misconduct of the **MANAGER**, the **DISTRICT** agrees to indemnify and hold the **MANAGER** and its respective officers, directors, employees, agents, successors and assigns (**MANAGER** and each such person being an "Indemnified Party") harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs and expenses, including without limitation, attorney's fees suffered, sustained, incurred or required to be paid by any Indemnified Party related to or arising out of the subject services and/or the engagement of **MANAGER** pursuant to this Agreement. In the event that the **DISTRICT** receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with **DISTRICT's** indemnity obligations hereunder, the **DISTRICT** shall give the **MANAGER** prompt notice of such proceedings and shall inform the **MANAGER** in advance of all hearings regarding such action, claim, suit, proceeding or investigation. Except and to the extent caused by the negligence or willful misconduct of the **DISTRICT**, the **MANAGER** agrees to indemnify and hold the **DISTRICT**, and its respective officers, directors, supervisors, employees, agents, successors and assigns harmless from and against any and all damages, losses, settlement payments deficiencies, liabilities, costs and expenses, including without limitation, attorney's fees suffered, sustained, incurred or required to be paid any Indemnified Party related to the **DISTRICT** pursuant to this Agreement.

6.3 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall the **MANAGER** be liable, either directly or as an indemnitor of the **DISTRICT**, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if the **MANAGER** has been advised of the possibility of such damages.

6.4 In the event that claims(s) raised against the **MANAGER** on account of this Agreement, or on account of the services performed hereunder, is/are covered under **MANAGER's** insurance policies required hereunder, the **MANAGER** shall not be responsible for any loss, damage or liability beyond the policy amounts contractually required hereunder and the limits and conditions of such insurance policies. With respect to any other cause of

on action and/or claim arising under this Agreement, or otherwise arising as a result of, or account of, the services provided hereunder, **MANAGER's** liability shall not exceed an amount equal to the amount of the annual compensation for such services during the Agreement year in which such cause of action and/or claim is raised against the **MANAGER**.

## **MISCELLANEOUS**

### **7.1 Entire Agreement**

The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.

### **7.2 Amendments**

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

### **7.3 Construction**

In construing this Agreement, the following principles shall be followed: (i) no consideration shall be given to the captions of the articles, sections, subsections or clauses, which are inserted for convenience in locating the provisions of this Agreement and not as an aid in construction; (ii) no consideration shall be given to the fact or presumption that any of the Parties had a greater or lesser hand in drafting this Agreement; (iii) examples shall not be construed to limit, expressly or by implication, the matter they illustrate; (iv) the word "includes" and its syntactic variants mean "includes, but is not limited to" and corresponding syntactic variant expressions; (v) the plural shall be deemed to include the singular, and vice versa; (vi) each gender shall be deemed to include the other genders; (vii) each exhibit, appendix, attachment and schedule to this Agreement is a part of this Agreement; and (viii) any reference herein or in any schedule hereto to any agreements entered into prior to the date hereof shall include any amendments or supplements made thereto.

### **7.5 Force Majeure**

A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of "Force Majeure". In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination of the event or cause that excused performance hereunder. Force Majeure is defined as any act, event or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability, of either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

## 7.6 Notices

All notices will be in writing and shall be sent by certified mail, return receipt requested. Notices required to be given to the **MANAGER** will be addressed to:

Severn Trent Environmental Services, Inc.  
210 North University Drive Suite 702  
Coral Springs, Florida 33071

Attn: Chris Tarase – Vice President Management Services

Notices required to be given to the **DISTRICT** will be addressed to:

M. Christopher Lyon  
Lewis, Longman & Walker, P.A.  
315 South Calhoun Street Suite 830  
Tallahassee, Florida 32301

## 7.7 Governing Law

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Leon County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

(Signatures Appear on the Next Page)

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

**Signed and Sealed  
in the presence of:**

**PINEY-Z COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Chairperson

**SEVERN TRENT ENVIRONMENTAL  
SERVICES, INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Chris Tarase – Vice President  
Management Services

**Approved as to Form and Legality:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
District Counsel

## Scope of Services

### Exhibit A

#### **Scope of Services:**

**The Dissemination Agent's duties shall consist of the following:**

- (a) To assist the District in developing information collection systems to be used in complying with the requirements of the Continuing Disclosure Agreement.
- (b) To collect financial and other factual information required by the Continuing Disclosure Agreement information noted in (a) above and to distribute such information supplied to us by the District, including the audited financial statements for the District (collectively, the "Annual Report"), to the nationally recognized municipal securities information repositories (the "National Repositories") and to any state repository established in Florida (the "State Repository"), as required by the Rule.
- (c) To work with the District and the Trustee and report any "Significant Events", disclosed to Manager by the District, all in accordance with the Continuing Disclosure Agreement.
- (d) To determine, each year prior to the date for providing the Annual Report, the name and address of each National Repository and each State Repository, if any, and to file a report with the District and the Trustee certifying that the Annual Report has been provided to the National Repositories and State Repository, stating the date the Annual Report was provided and listing all of the repositories to which it was provided (when applicable).
- (e) To Collect and disseminate directly to the Beneficial Owners (and the National Repositories and State Repositories, if requested by the District) the following information (which is beyond the requirements of the Rule, but required by the Beneficial Owners) as supplied to Manager, by the District and as is set forth in more detail in the Continuing Disclosure Agreement:
  - (i) The amount of the Special Assessments levied for the most recent tax year.
  - (ii) The amount of Special Assessments collected from the property owners.
  - (iii) The amount of delinquencies greater than 150 days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Special Assessments due in any year, a list of delinquent property owners.
  - (iv) The amount of tax certificates sold, if any, and the balance, if any remaining for sale.
  - (v) Balances in all Funds and Accounts established for the Bonds under the Indenture. The Issuer shall provide Beneficial Owners with this information more frequently than annually within thirty (30) days of the written request of Beneficial Owners.

- (vi) Information to be provided to the Beneficial Owners indicating the total amount of Bonds Outstanding.
- (vii) Information to be provided to the Beneficial Owners indicating the amount of principal and interest to be paid in the current year.
- (f) To work with the District and the Trustee to prepare reports not later than thirty (30) days after the end of each quarter of the calendar year and file these reports with the Repositories and the Beneficial Owners. These quarterly reports may address the following information requirements of the Beneficial Owners, as supplied to Manager, by the District and all as controlled by the Continuing Disclosure Agreement:
  - (i) The percentage of infrastructure improvements that have been completed with the proceeds of the Bonds.
  - (ii) The number of homes planned on property that is being assessed to repay the Bonds.
  - (iii) The number and type of property (lots, parcels, raw land, etc.) sold to builders and/or retail buyers.
  - (iv) The number of homes constructed.
  - (v) The number of homes occupied.
  - (vi) The number of units, type of units and square footage of commercial property or other non-residential uses planned on property which is being assessed to repay the Bonds.
  - (vii) The number and type of property (parcels, raw land, etc.) sold for non-residential development, if any.
  - (viii) The square footage of non-residential property constructed, if any.
  - (ix) The anchor (more than 10% of the square footage) tenants of non-residential property, if any.
  - (x) The estimated date of complete build-out.
- (g) To collect and disseminate directly to the Beneficial Owners any additional information specifically requested by the Beneficial Owners at the time of closing or subsequent to the closing of the Bonds.
- (h) To comply with the terms of the Continuing Disclosure Agreement as Dissemination Agent for the duration of this Agreement.

## **Compensation**

### **Exhibit B**

Severn Trent will provide the services set forth in the Scope of Services for an annual fee of \$1,000.

# **Thirteenth Order of Business**



**13A.**

## SEVERN TRENT NEW CDD SUPERVISOR ORIENTATION

Dear New CDD Supervisor,

Congratulations on being elected to your Board of Supervisors. You are cordially invited to attend an orientation program for new CDD Supervisors sponsored by Severn Trent to be held on **December 8, 2016 at 9:00am to 1:00pm** at the Bobcat Trail CDD Community Center 1352 Bobcat Trail Blvd. North Port, FL 34288 941-426 0808. We feel this will be an excellent opportunity for you to learn about your new role as a CDD Supervisor while at the same time having the opportunity to interact with new supervisors from other CDDs throughout the North Port area. Topics will include:

- \*Chapter 190
- \*Sunshine Law
- \*Supervisor Duties & Responsibilities
- \*Meeting Procedures
- \*CDD Finances
- \* District Consultants

The meeting will last approximately 3-4 hours with breakfast pastries and lunch being served. Please **RSVP** via e-mail to [Lynn.Jackson@stservices.com](mailto:Lynn.Jackson@stservices.com) or telephone on 813-991-1116 ex. 101. There is no cost for this meeting.

We look forward to seeing you.

Jim Hayford  
District Manager