

**PINEY-Z COMMUNITY
DEVELOPMENT DISTRICT**

NOVEMBER 20, 2017

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) 603-0033 • Fax: (954) 345-1292

November 13, 2017

Board of Supervisors
Piney-Z Community Development District

Dear Board Members:

On Monday, November 20, 2017 the Board of Supervisors of the Piney-Z Community Development District will hold a meeting at 5:30 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. Audience Comments & Supervisor Response(s)
4. Board of Supervisors General Discussion

Note: Regular Business Meeting begins at 6:30 p.m. at which time the attorney joins the meeting

5. Approval of the Minutes of the September 18, 2017 Meeting
6. Acceptance of the September Financial Statements and Approval of the Check Register and Invoices
7. Public Hearing - Adoption of Amended Rules - Policies and Procedures for Amenities - Resolution 2018-1
8. Ratification of EcoLogic Pool Service, LLC contract
9. CDD Manager's Report
 - A. Piney-Z CDD Amenities and Management (Fitness Center, Lodge, Pavilion, Playground, Pool, Grounds)
10. District Manager's Report
 - A. Motion Assigning Fund Balance
 - B. Consideration of Audit Engagement for FY 2017
11. District Attorney's Report
12. Old Business
 - A. Severn Trent Contract
 - B. District Management
13. Supervisor Requests
 - A. Resolution 1997-10 Update – Support and Legal Defense of the Board of Supervisors and District Staff (Cashin)
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 Melinda Parker Bob Reid

Fifth Order of Business

**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, September 18, 2017 at 6:30 p.m. at the Piney-Z Plantation Lodge, 950 Piney-Z Plantation Road, Tallahassee, Florida.

Present and constituting a quorum were:

Gerry Cashin
Cheryl Hudson
Michael Lee
Art Kirby
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
Buildings & Grounds Manager

The following is a summary of the discussions and actions taken at the September 18, 2017 Piney-Z Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Cashin called the meeting to order at 6:30 p.m. and Mr. Nanni called the roll.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

The record will reflect Mr. Kirby has joined the meeting.

THIRD ORDER OF BUSINESS

Audience Comments

SIXTH ORDER OF BUSINESS

CDD Manager's Report

- Ms. Parker outlined the pool renovation project.
 - 13 vendors contacted, five made onsite visits, three bids were received.

- Renovation encompasses six major components - coating of the shell, retiling, installation of LED Lights, concrete repair where the steps attach, repainting of the coping, and brushing/blowing of the coating during the 30 day cure period.
- Staff is recommending the bid submitted by Mr. Isaac Darzi of EcoLogic Pool Service, LLC.
- EcoLogic Pool Service is factory trained for the DiamondBrite application.
- For discussion tonight is why the coating is important, the lifespan of marcite versus DiamondBrite, the need to balance water chemistry, and the downside of having landscape around the pool.
- Mr. Isaac Darzi provided an overview of EcoLogic Pool Service, LLC.
- DiamondBrite and the process were outlined.
- Mr. Kirby inquired if there are cost / longevity estimates available for how long DiamondBrite will extend the life of the pool?
 - Mr. Darzi noted he only has anecdotal evidence but he may be able to get something from the manufacturer.
 - Ms. Parker noted research indicates that a re-marcited pool will last about ten years and a DiamondBrite pool will last an additional five years over that.
 - Pricing was discussed with Ms. Parker noting she believes the DiamondBrite is about a \$5,000 up charge.
- Mr. Kirby addressed the need for skilled contractors for the DiamondBrite process and inquired if there is a guarantee EcoLogic Pool Service will have the skilled labor when they contract for it as opposed to coming up short?
 - Mr. Darzi responded he can guarantee his plaster crew will plaster the pool; it is just a matter of scheduling.
- Mr. Lee addressed DiamondBrite noting the main complaints are streaking, mottling and pH balance.

- Mr. Darzi noted they will balance the pool for the 30-day cure period when it is most important to have the pH balance. The mottling is in very rare instances there has been some discoloration in a certain area.
- Mr. Lee inquired if issues arise.
- Mr. Darzi noted mottling is something you might see a couple of years down the road. The pH balance is important to do within the 30-day cure period but if it is not done correctly it could void the warranty.
- Mr. Lee inquired about streaking?
- Mr. Darzi responded streaking would be a sign of incorrect application.
- Mr. Lee inquired if it would show up quickly?
- Mr. Darzi responded yes. There would be no warranty for this as it would be the contractors fault. For mottling it would go to SGM and they would send someone out. They keep a sample and sample number for every batch.
- Discussion followed on contractor error with Mr. Darzi noting he would cover any contractor issues within the first year. The DiamondBrite product has a five year warranty.
- Mr. John Menendez inquired about the pool condition.
 - It was noted the pool has never been recoated and there are areas of pitting, divots and missing plaster.
 - Cost was addressed with it being noted the cost is \$76,000+ which includes painting the coping, LED lighting and retiling the pool.
 - The funds for the pool renovation are in reserves.
 - Saltwater versus chlorine was addressed with regard to the pool surface.
 - Discussion followed on the pool equipment - chlorinator and pumps.
- Mr. Darzi was thanked for his presentation.

B. Pool Renovation Bids - Vote Required

- Ms. Cashin noted Ms. Parker has provided a matrix.
- Ms. Hudson inquired if there could be damage behind the pool that would not be noticed during repair.

- Mr. Evans noted when prepping the pool they will look for hollow spots. He noted during the pre-season inspection the shell was inspected.
- Mr. Kirby inquired as to the budgetary amount to be set aside for anything unforeseen.
 - Ms. Cashin noted they could do a percentage for overages.
 - Mr. Evans noted there are some things they should do during the renovation such as re-sanding the filters, replacing rubber gaskets, and repairing small equipment leaks.
 - Discussion followed on a 10% to 20% contingency with it being noted there are reserves in the amount of \$1,000 for the re-sanding of the filters.
- Mr. Kirby asked do you trust this guy?
 - Mr. Evans responded so far yes. He has personally looked at a few of the jobs and the plasterers are pretty good. He did not find flaws other than minor things he would rectify before they left the project.
 - Discussion followed on only one vendor taking the District through the cure period.
- Mr. Lee inquired if there are local references.
 - It was noted there are several as the vendor is a local company.
 - Mr. Evans visited two of the projects and Ms. Parker called three of the references covering five or six pools.
- Discussion followed on the 13 vendors contacted regarding the pool renovation project.
 - Five vendors made an on-site visit.
 - Two declined to bid due to the size of the pool. [too large]
 - Three bid.
- Mr. Lee noted with this being the largest project they have undertaken he would like to see a longer due diligence period. He would like to check with some developers to see who they are using. They have had issues with vendors before and this would be a costly mistake and suggest waiting until November to take action.
- Ms. Cashin noted they would be looking to Mr. Lyon to draw up a contract.

- Mr. Lyon noted he would ask the vendor for their standard pool contract to review and amend appropriately.
- Ms. Cashin addressed the use of DiamondBrite noting she has been told you cannot do any better than DiamondBrite.
- Mr. Kirby inquired if they have checked to see if the vendor is in good standing with the manufacturer.
 - Mr. Evans and Ms. Parker noted they have not called DiamondBrite.
 - Ms. Parker noted Mr. Darzi has provided his certificate and license.
 - Ms. Cashin noted DiamondBrite dealers have authorized territories.
- Ms. Hudson addressed the due diligence noting she feels Mr. Evans and Ms. Parker have done so.
- Mr. Lee further addressed his concerns with moving too quickly on approving the contract noting he prefers not to make a decision tonight to allow questions to be answered and give the attorney time to review the contract.
- Ms. Orgaz addressed the CDD putting things off and setting a timeframe by which due diligence must be done and moving forward.
- Mr. Lee addressed the time they have had to review the information.

Ms. Hudson MOVED for Mr. Lyon and Mr. Nanni to work on a contract with the DiamondBrite pool coating subject to an adequate contract.

- Ms. Cashin requested a friendly amendment to enter into contract negotiations with EcoLogic Pool Service, LLC, Tallahassee, in the amount of \$76,893.10 plus a 15% overage allowance [in addition to].
- Mr. Kirby requested a friendly amendment - if terms cannot be reached, for whatever reason, in 30-days a special meeting to be held to move the project forward.
- Discussion followed on setting a time limit and getting a contract with EcoLogic Pool Service.

Ms. Hudson RESTATED / MOVED for staff to move forward with contract negotiations with EcoLogic Pool Service, LLC in the amount of \$76,893.10 plus a 15% contingency, if unable to finalize contract or find that the DiamondBrite Company has issues with the contractor they will pull out of it and regroup and Ms. Cashin seconded the motion.

- Discussion ensued on due diligence with Ms. Hudson noting for the record she thinks due diligence has been done regarding the contractor.
- Mr. Lyon clarified if the motion passes the Board is approving the proposal and he is to work to negotiate an acceptable contract. He inquired who is to work with if there are issues with contract and is the Chair authorized to sign the contract.
 - Ms. Hudson noted she will take the Chair signing as a friendly amendment.
- Ms. Cashin inquired about authorizing the deposit.
 - Ms. Hudson noted it is part of the contract.
- Mr. Kirby inquired why all five Supervisors would not want to review the final contract prior to signing. He does not want to belabor it and wants to see it go through as expeditiously as possible. He does not believe they should pull the trigger without meeting under Florida Sunshine with any form of discussion they need to have after the contract is written. They need to come together as a body before the trigger is pulled.
- Mr. Lee reiterated for the record Supervisors only received the information a week to ten days ago, it is the largest single expenditure the Board has ever made.
 - Ms. Cashin inquired if Mr. Lee is going to make an additional comment as he has already stated this.
 - Mr. Lee noted he asked for it to be on the record.
- Mr. Lee continued, he does not mean for this to be taken wrong but it is not the best business. We were told thirteen people were approached and we do not have that information. We were told a bunch of people declined and we do not know who that is. We have been told nobody but this one company would do what these people are saying to do and we are just taking it on faith that one company

out of 13. Do they have a list of who each individual company was? Is it documented as he does not see it on his? We are moving forward and we have only one person who said he would do it. No one else would even do it.

- The record will reflect Mr. Lee was provided a list of those contacted.
- Mr. Kessler noted he feels there has been a lot of work done finding the vendor but the Board is struggling with putting a contract together and moving forward. The attorney has not seen the base contract and that is another whole project for review by the attorney and the Board.
- Ms. Cashin noted she appreciates the comments as well as Mr. Kirby and Mr. Lee's comments but she has confidence in their attorney and feels he will get them a good contract.
- Discussion followed on the contract and all Supervisors having an opportunity to review before signing.
- Mr. Lee and Mr. Kirby requested the motion by restated.

Ms. Hudson restated the motion for staff to move forward with contract negotiations with EcoLogic Pool Service, LLC in the amount of \$76,893.10 plus a 15% contingency, if unable to finalize contract or find that the DiamondBrite Company has issues with the contractor they will pull out of it and regroup as amended to allow the Chair to execute the negotiated contract, providing for down payment and contract to be emailed to Board of Supervisors.

- Discussion followed on the Board reviewing the contract prior to signing.

The MOTION was approved with votes as follows:
Cheryl Hudson - Aye
Ann Pincus - Aye
Michael Lee - Nay
Art Kirby - Nay
Gerry Cashin - Aye

- Mr. Lee noted he is leaving at this point as his presence is certainly not needed. This is the worst possible example of how to do business in the CDD's history. \$76,000, Supervisors received the information less than two weeks, totally

approved, no questions asked, only one vendor and the only one who said they would do. No other vendor would agree to do what they asked.

- Ms. Cashin inquired if Mr. Lee made any phone calls in the 10 days he had the information? Did he call Ms. Parker to address his concerns?
- Mr. Lee responded (inaudible).
- Ms. Parker noted for the record, that up until last Monday, they were expecting two additional bids.
- Mr. Lee noted he is not saying Ms. Parker did bad work. They are going to spend \$76,000 with one week notice someone else is going to approve the contract, not them.
- Numerous speakers made the comments inaudible.

The record will reflect Mr. Lee left the meeting at 7:26 p.m.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the July 24, 2017 Meeting

On MOTION by Ms. Hudson seconded by Ms. Pincus, the July 24, 2017 minutes, were approved with votes as follows:

Cheryl Hudson - Aye

Ann Pincus - Aye

Art Kirby - Aye

Gerry Cashin - Aye

FIFTH ORDER OF BUSINESS

Acceptance of the July and August Financial Statements and Approval of the Check Registers and Invoices

On MOTION by Ms. Hudson seconded by Ms. Pincus, to approve the July and August financial statements and check registers were approved with votes as follows:

Cheryl Hudson - Aye

Ann Pincus - Aye

Art Kirby - Aye

Gerry Cashin - Aye

SIXTH ORDER OF BUSINESS

CDD Manager's Report

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

- Ms. Parker noted she has nothing to add to the written report.
- Hurricane Irma update:
 - Tree damage
 - \$4,000 to \$5,000 in expenses expected to take down the trees and clean up the property.

B. Pool Renovation Bids - Vote Required

Previously addressed.

C. Amenities Rules Draft Revisions - Vote Required

- A copy of the amenities rules was distributed.
- Proposed changes:
 - Page 2 - Fobs - require a non-refundable fee of \$9

Mr. Kirby MOVED to approve the amenities rules as edited. Motion died for lack of a second.
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- Page 3 - it is not the intention of these rules that non-relative guest use the pool in lieu of paying an annual pass holder fee. Non-relative guest may use the pool no more than ten times in any pool season.
 - Page 5 - no footwear in the pool.
 - Ms. Cashin thanked Mr. Kirby for his time spent on the revisions.
- Discussion followed on the process for adopting the changes.

On MOTION by Ms. Hudson seconded by Ms. Pincus, the revisions to the draft Amenities Rules was approved with votes as follows:
--

Cheryl Hudson - Aye

Ann Pincus - Aye

Art Kirby - Aye

Gerry Cashin – Aye

- Mr. Lyon outlined the process for adoption of the amenity rules with the consensus being to move forward with the public hearing at the November meeting.

SEVENTH ORDER OF BUSINESS

District Manager's Report

There being no report, the next item followed.

EIGHTH ORDER OF BUSINESS

District Attorney's Report

A. 27' Strip of Land Update

- Mr. Lyon reported he has provided it to the HOA and his understanding is they have not yet decided how they want to proceed.
- Ms. Cashin noted she will attend their next meeting and ask that they take up the matter.
- Mr. Kirby inquired if it is still correct that Mr. Lyon has received no communication from the HOA attorney, the Board, Board members or management company regarding what he has submitted?
- Mr. Lyon noted he has not. He did receive an email from an HOA Board member stating perhaps back rent should be charged, and then another stating the HOA would take it up at a future meeting.

NINTH ORDER OF BUSINESS

Old Business

A. Severn Trent Contract

- Ms. Cashin reported she has not talked with Mr. Koncar since they have decided to limit the meetings to six. She noted Mr. Nanni spoke with Mr. Koncar who stated he would call Ms. Cashin, she has not heard from him.
- Mr. Kirby inquired how many conversations Ms. Cashin has had with Mr. Koncar since the last meeting. How many times has she reached out to him?
 - Ms. Cashin noted she has not.
- Discussion continued on the negotiations with Severn Trent with Ms. Cashin noting the ball is in Mr. Koncar's court.

B. National Night Out

- National Night Out - Ms. Cashin complimented Mr. Arroyo on the event.
 - Ms. Parker noted the grounds after the event were impeccable.

C. Food Truck Events

- Ms. Cashin addressed the event, noting there was an issue getting Certificates of Insurance for the food trucks [Food Truck Association] noting Ms. Parker spending approximately 20 hours to obtain them.
- It was reported the cleanup after the event was great.
- The Board was not aware the event would be advertised to non-residents.
- The Board needs to determine if it wants to continue to authorize the event to take place.
- A resident {Rebecca Arroyo} addressed the food truck event and the request to provide health certifications.
 - Ms. Cashin noted this is also on the City of Tallahassee's website as a requirement for food trucks.
 - Rebecca noted the posting on Next Door was done in error and, once noticed, the post was erased and reposted only to Piney-Z.
 - They were pleased with the turnout.
 - Ideally they would like to do the event monthly, but there is a thought of doing it quarterly.
- Ms. Cashin addressed the work / research required to hold the event.
- Discussion followed on the food trucks having a file available from them that includes a Certificate of Insurance, a picture of the truck, and current active license.
- Discussion followed on the amount of work and resident reaction to the event.
- Alternate locations to hold the event such as the HOA property or the city park within the community was discussed with it being noted the park would cost the HOA a lot of money to acquire event permits.
- Discussion followed on the complaints from residents about it being an inappropriate use of CDD grounds and the event being opened to non-residents.
- It was noted the statement that the HOA made money from the event was incorrect, the HOA did not charge a per truck fee for participation, other communities do.

- Discussion followed on future food truck events, with Mr. Kirby suggesting contracting directly the vendors of choice.
- Discussion followed on an event for pool season opening.
- Discussion followed on communication for HOA / Social Committee events.
- Mr. Kirby offered his assistance for future food truck events.

TENTH ORDER OF BUSINESS

Supervisor Requests

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Ms. Pincus seconded by Ms. Hudson, with all in favor, the meeting was adjourned at 8:36 p.m.
--

Bob Nanni
Secretary

Geraldine Cashin
Chairperson

Sixth Order of Business

MEMORANDUM



TO: Board of Supervisors
FROM: Alan Baldwin, Accounting Manager
CC: Bob Nanni, District Manager
DATE: November 16, 2017
SUBJECT: September Financials

Please find attached the September 2017 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 September the revenue has a favorable variance due to the allocation of the settlement for FY 2017. Expenditures are approximately at 86% of adopted budget. Should you have any questions or require additional information, please do not hesitate to contact me at Alan.Baldwin@STServices.com.

General Fund

Total Revenues for the General Fund were at a favorable variance of 107% of adopted budget, due to the insurance settlements of the hurricane and lightning strike damages.

- The YTD Non-Ad Valorem assessments collections are at 100%.
- Settlement - FY2017 portion of the O&M maintenance settlement with Piney-Z Land LLC. Includes lightning strike damages of 9/19/16 and Hurricane Hermine damages of 9/2/16 claims.
- Other Miscellaneous Revenue includes a refund of Insurance premium from 14-15 and 15-16.

Total Expenditures through August were at a favorable 86% of adopted budget.

- Administration
 - ▶ Insurance - General Liability - Premium was rated lower than expected due to market conditions.
- Park and Recreation - General
 - ▶ Utility - Other - Comcast increased their standard service charges.
 - ▶ Utility-irrigation. Due to drought season the irrigation usage has increased.
 - ▶ R&M-Emergency & Disaster Relief includes cameras lost in lightning strike.
 - ▶ Misc-Information Technology includes website work.
 - ▶ Non-Capitalized New Equipment includes new access control/cameras.
- Swimming Pool
 - ▶ ProfServ-Pool Maintenance - Pool service contract was cancelled.
 - ▶ Non-Capitalized New Equipment includes open air shed for pool pumps, sand filters and new security cameras (balance).
- Park and Grounds
 - ▶ R&M-General represents repair to bar and roof soft wash of pavilion.
 - ▶ R&M-Irrigation repairs of broken pipes.
 - ▶ Misc-Hurricane Expense includes repair to pavilion bar, replacement of main sign, repair to pavilion roof and remove tree stumps and restore area between lodge and pool.

NOTES TO FY 2017 FINANCIALS

(TRANSACTIONS RELATED TO FY 2016)

General Fund

- **Settlements (\$28,730.03)**
 - **\$5,270.01, for lightning strike damages of 9-19-16**
 - **\$23,460.02, for Hurricane Hermine damages of 9-2-16**
- **Expenditures (\$21,294.83)**
 - **Parks and Recreation, General**
 - **R&M General, includes net \$232.00 for cornices**
 - **R&M Emergency & Disaster Relief, includes \$3,750.00 for cameras lost in 9-19-16 lightning strike**
 - **Misc-Information Technology, includes \$600 for website re-orga**
 - **Non- capitalized new equipment, includes \$4,286.80 for balance owed on new access control/cameras contract**
 - **Swimming Pool**
 - **Non-capitalized new equipment, includes \$2,121.83 for open air shed for pool pumps and sand filters**
 - **Park and Grounds**
 - **Misc-Hurricane Hermine expenses include:**
 - **Miscellaneous pavilion repairs, \$750**
 - **Replacement of main sign, \$500**
 - **Repair of pavilion roof, \$8,391.20**
 - **Removal of tree stumps and restoration of area between lodge and pool, \$663.00**

PINEY-Z
Community Development District

Financial Report
September 30, 2017

Prepared by



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**Piney-Z
Community Development District**

Financial Statements

(Unaudited)

September 30, 2017

Balance Sheet
September 30, 2017

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2002 DEBT SERVICE FUND	SERIES 2008 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 38,532	\$ -	\$ -	\$ 38,532
Cash On Hand/Petty Cash	217	-	-	217
Accounts Receivable	91	-	-	91
Due From Other Funds	1,313	-	-	1,313
Investments:				
Money Market Account	297,420	-	-	297,420
Prepayment Account	-	-	1	1
Redemption Fund	-	647	-	647
Reserve Fund	-	9,500	-	9,500
Revenue Fund	-	32,031	125,655	157,686
Prepaid Items	3,680	-	-	3,680
TOTAL ASSETS	\$ 341,253	\$ 42,178	\$ 125,656	\$ 509,087
<u>LIABILITIES</u>				
Accounts Payable	\$ 13,518	\$ -	\$ -	\$ 13,518
Accrued Expenses	2,000	-	-	2,000
Unearned Revenue	16,961	-	-	16,961
Accrued Wages Payable	5,357	-	-	5,357
Accrued Taxes Payable	410	-	-	410
Due To Other Funds	-	1,313	-	1,313
TOTAL LIABILITIES	38,246	1,313	-	39,559

Balance Sheet
September 30, 2017

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2002 DEBT SERVICE FUND	SERIES 2008 DEBT SERVICE FUND	TOTAL
<u>FUND BALANCES</u>				
Nonspendable:				
Prepaid Items	3,680	-	-	3,680
Restricted for:				
Debt Service	-	40,865	125,656	166,521
Assigned to:				
Operating Reserves	98,829	-	-	98,829
Reserves - CDD Amenity	79,314	-	-	79,314
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
Unassigned:	80,313	-	-	80,313
TOTAL FUND BALANCES	\$ 303,007	\$ 40,865	\$ 125,656	\$ 469,528
TOTAL LIABILITIES & FUND BALANCES	\$ 341,253	\$ 42,178	\$ 125,656	\$ 509,087

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 1,000	\$ 1,000	\$ 1,342	\$ 342
Special Assmnts- Tax Collector	394,709	394,709	394,706	(3)
Special Assmnts- Discounts	(15,788)	(15,788)	(15,030)	758
Settlements	33,924	33,924	62,654	28,730
Other Miscellaneous Revenues	130	130	785	655
Access Cards	105	105	763	658
Pavilion Rental	800	800	320	(480)
Lodge Rental	13,000	13,000	13,225	225
TOTAL REVENUES	427,880	427,880	458,765	30,885
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	12,000	12,000	8,600	3,400
FICA Taxes	918	918	658	260
ProfServ-Legal Services	25,000	25,000	24,042	958
ProfServ-Mgmt Consulting Serv	54,275	54,275	54,275	-
ProfServ-Special Assessment	4,637	4,637	4,637	-
Auditing Services	3,150	3,150	3,150	-
Postage and Freight	500	500	292	208
Insurance - General Liability	12,053	12,053	9,748	2,305
Printing and Binding	500	500	223	277
Legal Advertising	1,500	1,500	811	689
Miscellaneous Services	150	150	279	(129)
Misc-Assessmnt Collection Cost	11,841	11,841	11,390	451
Misc-Contingency	550	550	-	550
Office Supplies	250	250	-	250
Annual District Filing Fee	175	175	175	-
Total Administration	127,499	127,499	118,280	9,219
<u>Field</u>				
Contr-Landscape-Amenities Area	12,312	12,312	9,849	2,463
R&M-Trees and Trimming	3,000	3,000	2,500	500
Misc-Hurricane Expense	-	-	2,150	(2,150)
Misc-Contingency	3,500	3,500	5,377	(1,877)
Total Field	18,812	18,812	19,876	(1,064)

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Parks and Recreation - General</u>				
Payroll-Maintenance	8,008	8,008	7,643	365
Payroll-Administrative	48,204	48,204	46,039	2,165
FICA Taxes	4,300	4,300	4,107	193
Workers' Compensation	2,878	2,878	3,038	(160)
Contracts-Janitorial Services	2,834	2,834	2,505	329
Contracts-Security Services	4,202	4,202	1,846	2,356
Contracts-Fire Exting. Insp.	350	350	350	-
Contracts-Fire Insp Sprinkler System	300	300	250	50
Communication - Teleph - Field	100	100	100	-
Postage and Freight	500	500	40	460
Utility - General	15,218	15,218	14,199	1,019
Utility - Other	2,490	2,490	3,129	(639)
Electricity - Streetlighting	1,358	1,358	1,183	175
Utility - Irrigation	1,700	1,700	2,819	(1,119)
Utility - Refuse Removal	1,147	1,147	1,007	140
Rental Dumpster	312	312	312	-
R&M-General	7,250	7,250	3,081	4,169
R&M-Electrical	450	450	440	10
R&M-Pest Control	858	858	858	-
R&M-Roof	270	270	75	195
R&M-Emergency& Disaster Relief	-	-	3,750	(3,750)
R&M-Fire Equipment	200	200	12	188
R&M-Flooring	1,236	1,236	1,236	-
R&M-Plumbing	600	600	11	589
R&M-Copier	420	420	82	338
Misc-Contingency	3,750	3,750	1,785	1,965
Misc-Information Technology	750	750	1,075	(325)
Misc-Mileage Reimbursement	447	447	303	144
Office Supplies	1,800	1,800	3,260	(1,460)
Supplies-Cleaning & Paper	495	495	449	46
Non-Capitalized New Equipment	2,497	2,497	8,622	(6,125)
Reserves-Lodge	3,525	3,525	-	3,525
Reserve - Parking Lot	7,000	7,000	-	7,000
Total Parks and Recreation - General	125,449	125,449	113,606	11,843

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Swimming Pool</u>				
Payroll-Lifeguards	21,353	21,353	18,040	3,313
Payroll-Maintenance	6,006	6,006	11,322	(5,316)
Payroll-Administrative	9,641	9,641	11,393	(1,752)
FICA Taxes	2,831	2,831	3,118	(287)
ProfServ-Pool Maintenance	6,000	6,000	1,500	4,500
Communication - Teleph - Field	100	100	102	(2)
R&M-General	1,450	1,450	140	1,310
R&M-Electrical	300	300	148	152
R&M-Pools	8,100	8,100	1,359	6,741
Misc-Licenses & Permits	275	275	250	25
Misc-Hurricane Expense	-	-	209	(209)
Misc-Contingency	4,000	4,000	2,284	1,716
Op Supplies - Pool Chemicals	4,250	4,250	2,568	1,682
Non-Capitalized New Equipment	6,000	6,000	3,904	2,096
Reserve - Pool	8,500	8,500	-	8,500
Reserves-Pool Equipment	2,085	2,085	-	2,085
Reserves-Pool Filters	500	500	-	500
Reserves-Pool Pumps	1,800	1,800	-	1,800
Total Swimming Pool	83,191	83,191	56,337	26,854
<u>Fitness Center</u>				
Payroll-Maintenance	4,004	4,004	942	3,062
Payroll-Administrative	3,214	3,214	2,167	1,047
FICA Taxes	552	552	238	314
Contracts-Janitorial Services	1,404	1,404	1,345	59
Contracts-Fitness Equipment	1,200	1,200	1,200	-
R&M-General	1,500	1,500	65	1,435
R&M-Electrical	300	300	37	263
R&M-Equipment	1,250	1,250	-	1,250
Misc-Contingency	1,500	1,500	-	1,500
Supplies-Cleaning & Paper	185	185	600	(415)
Non-Capitalized New Equipment	10,629	10,629	9,064	1,565
Total Fitness Center	25,738	25,738	15,658	10,080

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Park & Grounds</u>				
Payroll-Maintenance	22,022	22,022	20,793	1,229
Payroll-Administrative	3,213	3,213	3,670	(457)
FICA Taxes	1,930	1,930	1,872	58
Contracts-Janitorial Services	962	962	1,150	(188)
R&M-General	1,355	1,355	1,416	(61)
R&M-Electrical	250	250	359	(109)
R&M-Irrigation	300	300	1,244	(944)
R&M-Backflow Inspection	255	255	315	(60)
Misc-Hurricane Expense	-	-	10,304	(10,304)
Misc-Contingency	4,000	4,000	157	3,843
Supplies-Cleaning & Paper	150	150	153	(3)
Non-Capitalized New Equipment	3,600	3,600	1,683	1,917
Reserve - Parks	500	500	-	500
Total Park & Grounds	38,537	38,537	43,116	(4,579)
<u>Reserves</u>				
Reserve - CDD Amenity	8,654	8,654	-	8,654
Total Reserves	8,654	8,654	-	8,654
TOTAL EXPENDITURES & RESERVES	427,880	427,880	366,873	61,007
Excess (deficiency) of revenues				
Over (under) expenditures	-	-	91,892	91,892
Net change in fund balance	\$ -	\$ -	\$ 91,892	\$ 91,892
FUND BALANCE, BEGINNING (OCT 1, 2016)	211,115	211,115	211,115	
FUND BALANCE, ENDING	\$ 211,115	\$ 211,115	\$ 303,007	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 50	\$ 50	\$ 112	\$ 62
Special Assmnts- Tax Collector	55,899	55,899	55,903	4
Special Assmnts- Discounts	(2,236)	(2,236)	(2,129)	107
TOTAL REVENUES	53,713	53,713	53,886	173
<u>EXPENDITURES</u>				
<u>Administration</u>				
ProfServ-Trustee Fees	3,502	3,502	3,098	404
Misc-Assessmnt Collection Cost	1,677	1,677	1,613	64
Total Administration	5,179	5,179	4,711	468
<u>Debt Service</u>				
Principal Debt Retirement	65,000	65,000	60,000	5,000
Principal Prepayments	-	-	10,000	(10,000)
Interest Expense	9,750	9,750	9,625	125
Total Debt Service	74,750	74,750	79,625	(4,875)
TOTAL EXPENDITURES	79,929	79,929	84,336	(4,407)
Excess (deficiency) of revenues				
Over (under) expenditures	(26,216)	(26,216)	(30,450)	(4,234)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(26,216)	-	-	-
TOTAL FINANCING SOURCES (USES)	(26,216)	-	-	-
Net change in fund balance	\$ (26,216)	\$ (26,216)	\$ (30,450)	\$ (4,234)
FUND BALANCE, BEGINNING (OCT 1, 2016)	71,315	71,315	71,315	
FUND BALANCE, ENDING	\$ 45,099	\$ 45,099	\$ 40,865	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 100	\$ 100	\$ 295	\$ 195
Special Assmnts- Tax Collector	214,130	214,130	214,130	-
Special Assmnts- Discounts	(8,565)	(8,565)	(8,154)	411
TOTAL REVENUES	205,665	205,665	206,271	606
<u>EXPENDITURES</u>				
<u>Administration</u>				
ProfServ-Dissemination Agent	1,000	1,000	-	1,000
ProfServ-Trustee Fees	4,400	4,400	4,337	63
Misc-Assessmnt Collection Cost	6,424	6,424	6,179	245
Total Administration	11,824	11,824	10,516	1,308
<u>Debt Service</u>				
Principal Debt Retirement	175,000	175,000	175,000	-
Interest Expense	22,738	22,738	22,738	-
Total Debt Service	197,738	197,738	197,738	-
TOTAL EXPENDITURES	209,562	209,562	208,254	1,308
Excess (deficiency) of revenues				
Over (under) expenditures	(3,897)	(3,897)	(1,983)	1,914
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(3,897)	-	-	-
TOTAL FINANCING SOURCES (USES)	(3,897)	-	-	-
Net change in fund balance	\$ (3,897)	\$ (3,897)	\$ (1,983)	\$ 1,914
FUND BALANCE, BEGINNING (OCT 1, 2016)	127,639	127,639	127,639	
FUND BALANCE, ENDING	\$ 123,742	\$ 123,742	\$ 125,656	

PINEY-Z
Community Development District

Supporting Schedules

September 30, 2017

Non-Ad Valorem Special Assessments - Leon County Tax Collector
(Monthly Assessment Collection Distributions)
For the Fiscal Year Ending September 30, 2017

					Allocation by Fund		
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost	Gross Amount	General Fund	Series 2002 Debt Service Fund	Series 2008 Debt Service Fund
ASSESSMENTS LEVIED FY2017				\$ 664,739	\$ 394,706	\$ 55,903	\$ 214,130
Allocation %				100%	59%	8%	32%
11/18/16	\$ 6,928	\$ 376	\$ 214	\$ 7,518	\$ 4,464	\$ 632	\$ 2,422
11/14/16	64,084	3,477	1,982	69,543	41,293	5,848	22,402
12/12/16	475,269	20,415	14,699	510,383	303,054	42,922	164,408
12/27/16	38,121	1,638	1,179	40,938	24,308	3,443	13,187
01/16/17	5,162	165	160	5,486	3,258	461	1,767
02/07/17	9,455	199	292	9,947	5,906	836	3,204
03/10/17	3,653	38	113	3,804	2,259	320	1,225
04/13/17	8,863	-	274	9,137	5,425	768	2,943
05/12/17	3,246	-	100	3,347	1,987	281	1,078
06/13/17	3,394	-	105	3,499	2,077	294	1,127
06/29/17	2,069	(994)	64	1,139	676	96	367
TOTAL	\$ 620,243	\$ 25,313	\$ 19,183	\$ 664,739	\$ 394,706	\$ 55,903	\$ 214,130
% COLLECTED				100%	100%	100%	100%

Cash and Investment Report

September 30, 2017

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND				
Operating Checking Account	BB&T	Business checking	0.00%	\$38,532
Petty Cash	Petty Cash	Cash	0.00%	\$217
Public Funds Money Market Account	Stonegate Bank	Money Market Account	0.40%	\$297,420
			Subtotal	<u>\$336,169</u>
DEBT SERVICE FUNDS				
Series 2002 Redemption Account	US Bank	Government Obligation Fund	0.00%	\$647
Series 2002 Reserve Account	US Bank	US Bank Money Market	0.10%	\$9,500
Series 2002 Revenue Account	US Bank	Open-ended Commercial Paper	0.05%	\$32,031
Series 2008 Prepayment account	US Bank	Government Obligation Fund	0.00%	\$1
Series 2008 Revenue Account	US Bank	Open-ended Commercial Paper	0.05%	\$125,655
			Subtotal	<u>\$167,834</u>
			Total	<u><u>\$504,003</u></u>

Piney-Z CDD

Bank Reconciliation

Bank Account No. 2471 BB&T - GF
Statement No. 09-17
Statement Date 9/30/2017

G/L Balance (LCY)	38,531.83	Statement Balance	50,627.13
G/L Balance	38,531.83	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	50,627.13
Subtotal	38,531.83	Outstanding Checks	12,095.30
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	38,531.83	Ending Balance	38,531.83
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
9/6/2017	Payment	DD000416	EMMA K. FRANCIS	70.65	0.00	70.65
9/6/2017	Payment	DD000417	BRETT A. NIETO	49.87	0.00	49.87
9/6/2017	Payment	DD000418	MELINDA J. PARKER	1,764.85	0.00	1,764.85
9/6/2017	Payment	DD000419	RICKY S EVANS	1,368.82	0.00	1,368.82
9/6/2017	Payment	DD000420	JULIET A. LILES	112.61	0.00	112.61
9/6/2017	Payment	DD000421	SHEA M. STROUD	68.57	0.00	68.57
9/6/2017	Payment	DD000422	QUINN P. SULLIVAN	235.65	0.00	235.65
9/6/2017	Payment	DD000423	RYAN A. NIETO	116.36	0.00	116.36
9/6/2017	Payment	DD000424	NOLAN J. TURNAGE	70.65	0.00	70.65
9/6/2017	Payment	DD000425	MARCIA T. KIRKLAND	176.62	0.00	176.62
9/18/2017	Payment	56888	FITNESS PRO	100.00	0.00	100.00
9/18/2017	Payment	56889	QUALITY FLOOR CLEANING, LLC	450.00	0.00	450.00
9/29/2017	Payment	56895	MICHAEL D. LEE	184.70	0.00	184.70
9/29/2017	Payment	56896	CHERYL M. HUDSON	174.28	0.00	174.28
9/29/2017	Payment	56897	MARPAN SUPPLY CO., INC.	26.00	0.00	26.00
9/29/2017	Payment	56898	MILLERS TREE SERVICE, LLC	1,500.00	0.00	1,500.00
9/29/2017	Payment	56899	PEDDIE CHEMICAL COMPANY	714.75	0.00	714.75
9/30/2017	Payment	56900	CAPITAL SECURITY AND	750.00	0.00	750.00
9/30/2017	Payment	56901	FITNESS PRO	100.00	0.00	100.00
9/30/2017	Payment	56902	QUALITY FLOOR CLEANING, LLC	1,586.00	0.00	1,586.00
9/30/2017	Payment	56903	RICK EVANS	20.92	0.00	20.92
9/30/2017	Payment	56904	S & R LANDSCAPING, LLC	804.00	0.00	804.00
9/30/2017	Payment	56905	S & R LANDSCAPING, LLC	650.00	0.00	650.00
9/30/2017	Payment	56906	S & R LANDSCAPING, LLC	1,000.00	0.00	1,000.00
Total Outstanding Checks.....				12,095.30		12,095.30

PINEY-Z
Community Development District

Payment Register by Bank Account
For the Period from 9/01/2017 to 9/30/2017
(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
BB&T - GF - (ACCT# XXXXX2471)									
Check	56876	09/06/17	Vendor	PETTY CASH	083117	PETTY CASH AUGUST 2017	Supplies-Cleaning & Paper	001-552083-57240	\$7.07
Check	56877	09/06/17	Vendor	RICK EVANS	AUGUST 2017	MILEAGE REIMBURSEMENT AUG 2017	Misc-Mileage Reimbursement	001-549951-57201	\$19.14
Check	56878	09/06/17	Vendor	S & R LANDSCAPING, LLC	1270	LAWN MAINTENANCE AUGUST	Contr-Landscape-Amenities Area	001-534053-53901	\$1,005.00
Check	56878	09/06/17	Vendor	S & R LANDSCAPING, LLC	1270	LAWN MAINTENANCE AUGUST	Misc-Contingency	001-549900-53901	\$201.00
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	PAPER TOWELS	001-552083-57201	\$10.06
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	PAPER TOWELS/WIPES	001-552083-57214	\$16.83
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	PAPER TOWELS	001-552083-57240	\$3.35
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	3X5 CARDS/POST ITS	001-551002-57201	\$45.24
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	MAILING TUBES	001-551002-57201	\$11.82
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	SPECTRACIDE	001-546001-57240	\$8.98
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	OFFICE SUPPLIES	001-551002-57201	\$51.25
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	PAPER TOWELS	001-552083-57240	\$25.58
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	TRASH BAGS	001-552083-57214	\$7.49
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	TRASH BAGS	001-552083-57201	\$7.49
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	GAS FOR BLOWER	001-546001-57240	\$12.98
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	HDMI SUPPRESSOR/OFFICE TV	001-546001-57201	\$129.99
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	PAVILION SWITCH/SENSORS	001-546020-57240	\$47.86
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	LODGE, GARAGE LANTERN	001-546020-57201	\$34.97
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	LODGE, MOP HEADS	001-552083-57201	\$9.74
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	BENCH FOR FRONT PORCH	001-564120-57201	\$323.95
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	TV/LG 42	001-551002-57201	\$318.00
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	HDMI CABLES	001-551002-57201	\$9.98
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	TOILET PAPER	001-552083-57201	\$11.20
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	TOILET PAPER	001-552083-57240	\$3.74
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	HANDLE FOR DOLPHIN CADDY	001-546001-57205	\$41.24
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	BRACKETS FOR BENCH	001-546001-57201	\$3.28
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	TRASH BAGS	001-552083-57201	\$11.47
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	TRASH BAGS	001-552083-57214	\$11.47
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	ENVELOPES/CALENDAR	001-551002-57201	\$62.61
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	KITCHEN SINK/SWIVEL NECK	001-546250-57201	\$10.58
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	TRASH BAGS	001-552083-57240	\$14.97
Check	56879	09/06/17	Vendor	BB&T	082517-0985	MISC CHARGES 7/20-8/17/17	TOILET PAPER	001-552083-57214	\$3.74

PINEY-Z
Community Development District

Payment Register by Bank Account
For the Period from 9/01/2017 to 9/30/2017
(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
Check	56880	09/13/17	Vendor	OFFICE BUSINESS SYSTEMS INC	049769	BLACK/COLOR COPIES	R&M-Copier	001-546477-57201	\$1.75
ACH	56881	09/20/17	Employee	MELINDA J. PARKER	PAYROLL	September 20, 2017 Payroll Posting			\$1,764.85
ACH	56882	09/20/17	Employee	RICKY S EVANS	PAYROLL	September 20, 2017 Payroll Posting			\$1,409.03
ACH	56883	09/20/17	Employee	SHEA M. STROUD	PAYROLL	September 20, 2017 Payroll Posting			\$239.36
ACH	56884	09/20/17	Employee	QUINN P. SULLIVAN	PAYROLL	September 20, 2017 Payroll Posting			\$184.93
ACH	56885	09/20/17	Employee	MARCIA T. KIRKLAND	PAYROLL	September 20, 2017 Payroll Posting			\$178.69
Check	56886	09/18/17	Vendor	CITY OF TALLAHASSEE	082817	UTILITY SERVICE 7/28-8/28/17	Utility - Irrigation	001-543014-57201	\$301.57
Check	56886	09/18/17	Vendor	CITY OF TALLAHASSEE	082817	UTILITY SERVICE 7/28-8/28/17	Utility - General	001-543001-57201	\$1,471.65
Check	56886	09/18/17	Vendor	CITY OF TALLAHASSEE	082817	UTILITY SERVICE 7/28-8/28/17	Utility - Refuse Removal	001-543020-57201	\$91.00
Check	56887	09/18/17	Vendor	DAVID KEY HEATING & COOLING	38220	SERVICE 4 A/C SYSTEMS	R&M-General	001-546001-57201	\$195.00
Check	56887	09/18/17	Vendor	DAVID KEY HEATING & COOLING	38220	SERVICE 4 A/C SYSTEMS	R&M-General	001-546001-57214	\$65.00
Check	56888	09/18/17	Vendor	FITNESS PRO	14753	AUGUST MAINTENANCE	Contracts-Fitness Equipment	001-534071-57214	\$100.00
Check	56889	09/18/17	Vendor	QUALITY FLOOR CLEANING, LLC	6667	GENERAL CLEANING AUGUST	Contracts-Janitorial Services	001-534026-57214	\$90.00
Check	56889	09/18/17	Vendor	QUALITY FLOOR CLEANING, LLC	6667	GENERAL CLEANING AUGUST	Contracts-Janitorial Services	001-534026-57201	\$180.00
Check	56889	09/18/17	Vendor	QUALITY FLOOR CLEANING, LLC	6667	GENERAL CLEANING AUGUST	Contracts-Janitorial Services	001-534026-57240	\$180.00
Check	56890	09/18/17	Vendor	ROBERT ANDREW MILLER	50868	TREE REMOVAL	R&M-Trees and Trimming	001-546099-53901	\$2,500.00
Check	56891	09/21/17	Vendor	LEWIS, LONGMAN, & WALKER, P.A.	MCL-120735	PROF SVC 8/8, 8/9, 8/23, 8/28	ProfServ-Legal Services	001-531023-51401	\$2,000.00
Check	56892	09/22/17	Vendor	CITY OF TALLAHASSEE	85610-091317	SERVICES 8/11-9/13	Electricity - Streetlighting	001-543013-57201	\$108.82
Check	56893	09/22/17	Vendor	COMCAST	53478-091117	SVC 9/25-10/24	Prepaid Expense	001-155000-57201	\$298.49
Check	56894	09/22/17	Vendor	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	23465	MGMT FEES SEPT 2017	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,522.92
Check	56895	09/29/17	Employee	MICHAEL D. LEE	PAYROLL	September 29, 2017 Payroll Posting			\$184.70
Check	56896	09/29/17	Employee	CHERYL M. HUDSON	PAYROLL	September 29, 2017 Payroll Posting			\$174.28
Check	56897	09/29/17	Vendor	MARPAN SUPPLY CO., INC.	1456961	CONTAINER RENTAL 10/1/17	Rental Dumpster	001-544027-57201	\$26.00
Check	56898	09/29/17	Vendor	MILLERS TREE SERVICE, LLC	51077	TREE REMOVAL/GRIND/TRIMMED	R&M-Trees and Trimming	001-546099-53901	\$1,500.00
Check	56899	09/29/17	Vendor	PEDDIE CHEMICAL COMPANY	410045008	CALCIUM CHLORIDE	Op Supplies - Pool Chemicals	001-552009-57205	\$714.75
Check	56900	09/30/17	Vendor	CAPITAL SECURITY AND	73291	REMOVE/REPLACE DVR DAMAGE	BACKUP DVR	001-551002-57201	\$485.00
Check	56900	09/30/17	Vendor	CAPITAL SECURITY AND	73291	REMOVE/REPLACE DVR DAMAGE	SHIPPING	001-541006-57201	\$40.00
Check	56900	09/30/17	Vendor	CAPITAL SECURITY AND	73291	REMOVE/REPLACE DVR DAMAGE	LABOR	001-551002-57201	\$225.00
Check	56901	09/30/17	Vendor	FITNESS PRO	14876	SEPT MAINTENANCE	Contracts-Fitness Equipment	001-534071-57214	\$100.00
Check	56902	09/30/17	Vendor	QUALITY FLOOR CLEANING, LLC	6700	CLEAN/WAX WOOD FLOORING	R&M-General	001-546001-57201	\$1,236.00
Check	56902	09/30/17	Vendor	QUALITY FLOOR CLEANING, LLC	6701	GENERAL CLEANING SEP 2017	Contracts-Janitorial Services	001-534026-57201	\$140.00
Check	56902	09/30/17	Vendor	QUALITY FLOOR CLEANING, LLC	6701	GENERAL CLEANING SEP 2017	Contracts-Janitorial Services	001-534026-57214	\$70.00
Check	56902	09/30/17	Vendor	QUALITY FLOOR CLEANING, LLC	6701	GENERAL CLEANING SEP 2017	Contracts-Janitorial Services	001-534026-57240	\$140.00
Check	56903	09/30/17	Vendor	RICK EVANS	92017	MILEAGE EXP SEP 2017	Misc-Mileage Reimbursement	001-549951-57201	\$20.92

PINEY-Z
Community Development District

Payment Register by Bank Account

For the Period from 9/01/2017 to 9/30/2017

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
Check	56904	09/30/17	Vendor	S & R LANDSCAPING, LLC	1317	SEP 2017 LAWN MAINT	Contr-Landscape-Amenities Area	001-534053-53901	\$804.00
Check	56905	09/30/17	Vendor	S & R LANDSCAPING, LLC	1337	HURRICAN IRMA CLEAN-UP	Misc-Hurricane Expense	001-549067-53901	\$650.00
Check	56906	09/30/17	Vendor	S & R LANDSCAPING, LLC	1336	HURRICANE CLEAN-UP	Misc-Contingency	001-549900-53901	\$1,000.00
ACH	DD000416	09/06/17	Employee	EMMA K. FRANCIS	PAYROLL	September 06, 2017 Payroll Posting			\$70.65
ACH	DD000417	09/06/17	Employee	BRETT A. NIETO	PAYROLL	September 06, 2017 Payroll Posting			\$49.87
ACH	DD000418	09/06/17	Employee	MELINDA J. PARKER	PAYROLL	September 06, 2017 Payroll Posting			\$1,764.85
ACH	DD000419	09/06/17	Employee	RICKY S EVANS	PAYROLL	September 06, 2017 Payroll Posting			\$1,368.82
ACH	DD000420	09/06/17	Employee	JULIET A. LILES	PAYROLL	September 06, 2017 Payroll Posting			\$112.61
ACH	DD000421	09/06/17	Employee	SHEA M. STROUD	PAYROLL	September 06, 2017 Payroll Posting			\$68.57
ACH	DD000422	09/06/17	Employee	QUINN P. SULLIVAN	PAYROLL	September 06, 2017 Payroll Posting			\$235.65
ACH	DD000423	09/06/17	Employee	RYAN A. NIETO	PAYROLL	September 06, 2017 Payroll Posting			\$116.36
ACH	DD000424	09/06/17	Employee	NOLAN J. TURNAGE	PAYROLL	September 06, 2017 Payroll Posting			\$70.65
ACH	DD000425	09/06/17	Employee	MARCIA T. KIRKLAND	PAYROLL	September 06, 2017 Payroll Posting			\$176.62
ACH	DD000426	09/29/17	Employee	DELORES A. PINCUS	PAYROLL	September 29, 2017 Payroll Posting			\$184.70
ACH	DD000427	09/29/17	Employee	ARTHUR R. KIRBY	PAYROLL	September 29, 2017 Payroll Posting			\$174.28
Account Total									\$30,269.41

Total Amount Paid	\$30,269.41
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Total Amount Paid - Breakdown by Fund	
Fund	Amount
General Fund - 001	30,269.41
Total	30,269.41

Seventh Order of Business

RESOLUTION 2018-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PINEY-Z COMMUNITY DEVELOPMENT DISTRICT ADOPTING POLICIES AND PROCEDURES FOR THE AMENITIES LOCATED IN THE PINEY-Z COMMUNITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Piney-Z Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Leon County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Policies and Procedures for the Amenities located in the Piney-Z Community attached hereto as **Exhibit A** for immediate use and application, and to replace those Policies and Procedures previously adopted by the District; and

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

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

SECTION 1. The attached Policies and Procedures for the Amenities Located in the Piney-Z Community are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Policies and Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*, and shall replace and supersede any previously adopted Rules of Procedure.

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

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 20th day of November, 2017.

ATTEST:

**PINEY-Z COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson

Exhibit A: Rules of Procedure

Draft September 9, 2017

RULES OF THE PINEY-Z
COMMUNITY DEVELOPMENT DISTRICT

ESTABLISHING CERTAIN POLICIES AND PROCEDURES
FOR THE AMENITIES LOCATED IN THE PINEY-Z
COMMUNITY DEVELOPMENT DISTRICT

1.01 Purpose

To adopt uniform policies and procedures for use of amenities located on property owned or leased by the Piney-Z Community Development District (the "CDD"), including but not limited to the swimming pool area, fitness center, lodge, pavilion and the Rosemary White Playground and Gazebo Park.

Specific Authority Chapter 190.035; 190.011; 190.012; 120.54, Fla. Statute

Law Implemented Chapter 190.011; 190.012; 190.035, Fla. Statute

1.02 Necessity

To establish uniform policies and procedures for the CDD amenities

1.03 Definitions

A. The term "Resident" is hereinafter defined as an individual who resides on a regular basis in a home within the CDD as a property owner, renter or member of a household. The term Resident is also defined as an individual or entity owning one or more lots within the CDD.

B. The term "Pass Holder" is hereinafter defined as a non-resident who pays an annual fee to use the CDD amenities and members of that non-resident's household.

C. The term "Guest" is hereinafter defined as a non-resident accompanying a Resident or Pass Holder to use the CDD amenities.

~~D. The term "Program Participant" is a person who enrolls in a CDD-sponsored program or class.~~

1.04 Annual Non-Resident User Fee

Non-residents may use the CDD amenities for an annual fee equal to the current annual Operation and Maintenance (General Fund) Assessment. The annual fee may change each fiscal year, so the CDD Manager should be contacted for the most current fee. Payment of the annual fee entitles the non-resident and members of the non-resident's household to use the CDD amenities in accordance with these Rules 12 months from the date of receipt of payment by the CDD. The fee for the full 12 months must be paid to activate membership. The CDD does not offer monthly or prorated memberships.

1.05 Conduct Required of Users

Users of the CDD amenities shall conduct themselves in a generally acceptable manner and follow all amenities rules. Violations of generally acceptable standards of conduct may result in suspension of any or all privileges. ~~The CDD Manager shall, and from time to time as issues arise, post requirements for use and proscribed behavior.~~ Additionally, Piney-Z CDD Property is a tobacco-free zone.

The CDD amenities' parking lot is for exclusive use by Residents, Pass Holders, and Guests ~~and Program Participants~~ only when they are using the CDD amenities in accordance with these policies and procedures. Vehicles left in parking spaces when the owner is not using the amenities are subject to towing. Additionally, vehicles left in the CDD parking lot between 12:00 a.m. and 5:00 a.m. are subject to towing.

1.06 Policies, Procedures, Charges and Regulations for the Swimming Pool Area, Fitness Center and the Rosemary White Playground and Gazebo Park

- A. An access control device issued by CDD management is required to access both the swimming pool area and the fitness center, and may be obtained from the CDD office located at the lodge.
 1. An address with a single occupant is entitled to no more than one access control device. An address with more than a single occupant is entitled to two access control devices, ~~the first of which is free of charge.~~ Each access control device requires a non-refundable fee of \$9.00. If the home at an address is a rental, and the property owner resides in Tallahassee, there may still be no more than two access control devices issued for that single address.

2. When applying for an access control device, ~~first-time~~ owner applicants must provide a driver's license or other photo identification, as well as a copy of a utility bill addressed to them at the address at which they are registering. Renters applicants may apply for an access control device and are required to provide a driver's license or other government-issued photo identification , utility bill and lease verification.
3. When a property owner with an active access control device no longer resides within the District, the device may be de-activated.
4. A non-refundable \$9.00 fee shall also be required for replacement access control devices.
5. At all times the access control device remains the property of the CDD. It may neither be loaned or given to a friend or acquaintance, nor passed on to a subsequent owner or renter. It must be returned to the CDD office when the person to whom it has been issued is done with it.

B. The "swimming pool area" is defined as the swimming pool and surrounding enclosed area, excluding the restricted area utilized for pool equipment.

1. User qualifications for swimming pool area:
 - a. Only Residents, Pass Holders, and Guests ~~and Program Participants in a pool-based CDD program~~ may use the swimming pool area facilities. ~~Program Participants may use the area during class times only.~~
 - b. Residents and Pass Holders may bring up to four Guests per household per day unless other arrangements have been made through CDD management. ~~All requests to exceed the maximum number shall be made to the CDD Manager five business days in advance.~~ Reasonable requests to exceed the maximum number of Guests ~~may~~ will be considered provided the request can be safely accommodated.

It is not the intention of these Rules that non-relative guests use the pool in lieu of paying an annual Pass Holder fee. Non-relative guests may use the pool no more than ten times in any pool season.

- c. Guests must be accompanied by a Resident, Pass Holder or the CDD Manager.
- d. Children age 15 and under must be accompanied at all times by a parent, legal guardian or designated adult.
- e. If for any reason a parent or guardian leaves the pool area temporarily, the children must not remain in the pool.
- f. Under no circumstances may children 15 and under be left at the pool when a parent or guardian has left the CDD grounds.
- g. Children age 16 through 17 must be prepared to provide to CDD management and/or staff an access control device, government-issued photo identification and information as to how to reach immediately their parent(s) or legal guardian(s).
- h. ~~All persons not authorized to use the swimming pool area will be considered trespassers.~~ Persons not authorized to use the pool area may be asked to leave. Violations will be considered trespassing.

C. Swimming Pool Area Schedule, Hours and Closings

- 1. The swimming pool area schedule, hours and closings are adopted by the CDD Board of Supervisors in a public, regularly-scheduled meeting and shall be posted on the CDD website and community bulletin board located at the lodge.

D. General Swimming Pool Area Rules

- 1. Use of the swimming pool area at any time is at the user's own risk.
- 2. Conduct at the swimming pool area during designated swim times must be such as to provide the greatest enjoyment for the greatest number of participants. The cooperation of all swimming pool area users is essential and required.
- 3. Everyone must shower before entering the swimming pool.

4. All persons who enter the swimming pool area must be authorized as described in this document. Verification of authorization must be provided to the designated CDD staff person upon request. Swimming pool area users shall have with them an access control device and government-issued photo identification at all times to provide verification that they are a Resident, Pass Holder, or Guest.
5. Upon entering the swimming pool area, all persons must, ~~if requested by CDD management, sign in. for control and attendance record purposes.~~ Sign-in sheets are used for control and attendance record purposes.
6. Only swim wear is allowed in the swimming pool. No cut-offs or shorts with buckles or rivets are permitted. No footwear of any type may be worn into the pool.
7. No pets, except service animals, are permitted in the swimming pool area.
- ~~8. Pool toys and equipment are not allowed in the swimming pool area unless approved by CDD management.~~
8. The CDD, CDD Board, CDD management and staff are not responsible for lost or stolen items.
9. Food and drinks are not permitted in the swimming pool area.
10. Glass is not permitted in the swimming pool area.
11. Smoking is prohibited in the swimming pool area.
12. The volume of electronic equipment must be kept low enough so as not to disturb others.
13. Persons using the swimming pool area must cooperate in keeping the area clean by properly disposing of trash and taking all personal items such as towels and magazines with them when they leave the pool area.
14. Children not toilet trained or requiring the use of diapers must wear an approved swimsuit diaper that fits snugly around the waist and legs.

- 215 15. Diapers may not be changed in the swimming pool area. Diapers
216 may be changed in the pavilion restrooms.
- 217
- 218 16. Urinating or defecating in the swimming pool area ~~are~~ is not
219 allowed.
- 220
- 221 17. Diving, running and other hazardous or dangerous conduct is not
222 permitted. Noisy activity that disturbs others will not be allowed.
223 ~~Activity that results in splashing others using the swimming pool~~
224 ~~area deck is not allowed.~~
- 225
- 226 18. The swimming pool area deck may not be used for tanning or any
227 other activity when the swimming pool area is closed.
- 228
- 229 19. ~~The swimming pool area capacity will be posted on the community~~
230 ~~bulletin board at the lodge. CDD management and staff are~~ is
231 authorized to deny persons access into the swimming pool area
232 when the capacity (108) is reached.
- 233
- 234 20. ~~Use of the swimming pool area at any time is at the user's own risk.~~
- 235

236 E. Fitness Center

- 237
- 238 1. Use of the fitness center is at the user's own risk.
- 239
- 240 2. Equipment must be used in an appropriate and safe manner.
- 241
- 242 3. Children under the age of 12 are not allowed in the exercise area.
243 There is a play area designated for their use and they must remain
244 in this area while their parent, legal guardian or designated adult is
245 engaged in activity in the exercise room.
- 246
- 247 4. Children age 12 through 15 must be accompanied at all times by a
248 parent, legal guardian or designated adult.
- 249
- 250 5. Children age 16 through 17 must be prepared to provide to CDD
251 management an access control device, government-issued photo
252 identification and information as to how to reach immediately their
253 parent(s) or legal guardian(s).
- 254
- 255 6. The fitness center schedule, hours and closings are adopted by the
256 CDD Board of Supervisors in a public, regularly-scheduled meeting

and shall be posted on the CDD website and community bulletin board located at the lodge.

7. Food and beverages, except for bottled water, are not permitted around the exercise equipment or while operating any equipment.
8. The CDD, CDD Board and CDD management and staff are not responsible for lost or stolen items in the fitness center. Lockers are available for residents only while they are using ~~present in~~ the fitness center.
9. The fitness center is only available to Residents, Pass Holders and their Guests. Guests are limited to two per Resident or Pass Holder and must be accompanied by the Resident or Pass Holder.

F. Rosemary White Playground and Gazebo Park

1. Use of the Rosemary White Playground and Gazebo Park is at the user's own risk.
2. Use of the Rosemary White Playground and Gazebo Park is limited to Residents, Pass Holders and Guests accompanied by a Resident or Pass Holder.
3. Use of the park is limited to children 12 and under. ~~under the age of 12.~~
4. All children must be accompanied by a parent or responsible party ~~person~~ over the age of 14.

1.07 Policies, Procedures, Charges and Regulations for the Lodge and Pavilion

A. General Rules Regarding Use of the Lodge and/or Pavilion

1. Use of the lodge and pavilion is restricted to Residents of the CDD, their family members living in the CDD, Pass Holders and their families and Guests accompanied by a Resident or Pass Holder. Exceptions to this restriction may be approved by the CDD Board at a regularly-scheduled, public meeting of the Board. The amenities may be rented to non-residents in accordance with paragraph B.
2. Reservation of these facilities is on a first-come/first-served basis and rentals are limited to individuals 21 years of age or older.

3. Access to the lodge or pavilion is limited to the hours of event rental unless arranged in advance with CDD management.

Pavilion use, which is exclusive during the time period reserved, is generally limited to the hours of sunrise to sunset.

Functions may last no longer than midnight except for New Year's Eve parties and other events which traditionally extend beyond midnight.

B. Rental Fees For the Lodge, Swimming Pool Area and Pavilion

1. There will be a \$500 resident damage deposit and \$750 non-resident damage deposit collected at the time the reservation is made for any damages or costs incurred in restoring the facilities to original condition. In addition to the Use/Rental Fee, a signed contract will be required with all reservations and the renter shall agree to pay any additional charges if damages exceed the damage deposit, or if clean-up fees exceed those established with the Use/Rental Fee. If a reservation is canceled, a full refund of the deposit will be granted. If a reservation is canceled more than 30 days prior to the rental, a full refund of the Use/Rental Fee will be granted. If a reservation is canceled within 30 days but more than 15 days prior to a rental, a 50% refund of the Use/Rental Fee will be granted. No refund of a Use/Rental Fee for a reservation canceled within 15 days of a rental will be granted. In the event that the facility rented is rendered unusable by an Act of God, a full refund of both fees will be made.

2. The Use/Rental fees are as follow:

- a. Lodge/Maximum Capacity 111
Six hours included in fee*

	Resident	Non-Resident
1-25 people	\$200	\$250
26-50 people	\$280	\$350
51-111 people	\$400	\$500

- b. Pavilion/Maximum Capacity 400
Six hours included in fee**

	Resident	Non-Resident
1-50 people	\$80	\$100
51-111 people	\$160	\$200
112-400 people	\$280	\$350

c. Pool/Maximum Capacity 108
2 ½ hours included in fee***

	Resident	Non-Resident
1-25 people	\$160	\$200
26-50 people	\$240	\$300
51-108 people	\$360	\$450

d. Pool and Lodge/Maximum Capacity 108***
2 ½ hours included in fee for pool and 6 hours included in fee for lodge

	Resident	Non-Resident
1-25 people	\$320	\$400
26-50 people	\$400	\$500
51-108 people	\$520	\$650

Damage Deposit for All Rentals	\$500	\$750
--------------------------------	-------	-------

* If available and approved, each additional hour shall be \$35.

** If available and approved, each additional hour shall be \$25.

*** If available and approved, each additional hour for the lodge shall be \$35.

~~below are for rentals made by non-residents. Residents renting these facilities are entitled to a 20% discount from these rates, provided the resident renting the facilities attends the event.~~

~~e. The fees to rent the lodge for a period of six hours are:~~

Up to 25 people	\$250
Up to 50 people	\$350
Up to 111 people	\$500

~~f. The fees to rent the pool for a period of two and one-half hours are:~~

Up to 25 people	\$200
Up to 50 people	\$300
Up to 108 people	\$450

~~g. The fees to rent concurrently the lodge and the pool, for a period of six hours and two and one-half hours, respectively, are:~~

~~_____ Up to 25 people _____ \$400
_____ Up to 50 people _____ \$500
_____ Up to 108 people _____ \$650~~

~~In addition to the fees noted above, those who rent the pool are required to provide for the duration of the event one lifeguard per twenty guests. Information as to the names and certifications of lifeguards hired must be provided to the CDD Manager not less than 72 hours in advance of the rental.~~

~~NOTE: If additional lodge rental hours are required and available, the cost is \$35 per hour.~~

~~h. The fees to rent the pavilion for a period of six hours are:~~

~~_____ Up to 50 people _____ \$100
_____ Up to 111 people _____ \$200
_____ Up to 400 people _____ \$350~~

~~NOTE: If additional pavilion rental hours are required and available, the cost is \$25 per hour.~~

C. Adjustment of Rates: Not more than once per year, the Board may adjust, by resolution adopted at a duly noticed public meeting, any of the fees set forth in paragraph B by not more than 5% percent per year to reflect actual costs of the operation of the amenities, to promote use of the amenities or for any other purpose as determined by the Board to be in the best interests of the District.

D. Use of the Amenities: The CDD Amenities Policies and Procedures, as amended from time to time, govern the rental of the amenities and renters will be held to use consistent with those policies.

E. The CDD Board through its management reserves the right to establish rates in extraordinary circumstances which may from time to time arise. Possible circumstances might include, 1) weekly rental to a group at a reduced rate, 2) rental to an agency which is unable to make a timely damage deposit, and 3) rental during what may be deemed "off hours."

429 F. Severability: The invalidity or unenforceability of any one or more
430 provisions of this rule shall not affect the validity or enforceability of the
431 remaining portions of this rule, or any part of this rule not held to be invalid
432 or unenforceable.

Eighth Order of Business

Piney-Z Community Development District Pool Renovation Agreement

Agreement made as of the 17th day of **October** in the year 2017.

Definitions

"Owner" is the person delegated the authority by the Piney-Z Community Development District to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. Day to day contact between Owner and Contractor shall be through the Owner's CDD Manager and Buildings and Grounds Manager.

"Contractor" is Eco Logic Pool Service, LLC, its employees, and authorized sub-contractors.

"Work" includes all labor necessary to produce the construction, repairs, and replacements, or service required by this Agreement and all materials and equipment incorporated or to be incorporated in such construction, repairs, replacements, or service.

Article I-Scope of Work and Working Conditions

(1.1) The Contractor shall construct or perform at the property located at 950 Piney-Z Plantation Road, Tallahassee, Florida the work described in the attached August 24, 2017 estimate and the September 14, 2017 matrix entitled "pool renovation bids" which are hereby made part of this agreement.

(1.2) The Contractor shall secure and pay for all necessary permits and obtain any necessary inspections required for the proper execution of the Work.

(1.3) The Contractor shall perform any and all Work to existing state, local, and federal building codes and in accordance with any Environmental Protection Agency, National Electric Code, Occupational Safety and Health Administration or other safety regulation requirements imposed by any state, local, or federal agency. Contractor shall also interface with the Leon County Department of Health as necessary.

(1.4) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before

gk ID

final inspection, the Contractor shall (a) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the Owner and all rubbish caused by its work; (b) leave the work area in a clean, neat, and orderly condition satisfactory to the Owner.

(1.5) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Owner. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

(1.6) The Contractor shall be responsible for the complete safety of all areas related to the execution of the Work at the job location. The Contractor shall take all precautions and measures to ensure the health, safety, and wellbeing of individuals and property. All tools, equipment, and materials shall be safely secured at the end of each work day.

(1.7) The Contractor shall perform the Work to the highest standards of the Contractor's trade with supervised, skilled, trained personnel.

(1.8) The Contractor shall notify the Owner if any problems, questions, or complications arise that will alter the scope of work contract amount. All changes, regardless of nature, must be submitted and processed on a change order form provided by the Contractor. All work performed by the Contractor not covered in the contract or change order (approved and signed by the Owner), shall not be paid.

(1.9) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Owner of (a) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (b) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(1.10) If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the owner within 48 hours. Should materially differing conditions be uncovered during construction that relate to the structural integrity of the pool or product, the parties agree to employ an engineer mutually agreed upon to determine the means and methods to be employed by Contractor in resolving said materially differing conditions. An equitable adjustment in the contract price, the delivery schedule, or both, as approved by the engineer shall be made under this clause and the contract modified in writing accordingly.

(1.11) Notices under this contract shall be considered delivered if sent via certified mail, FedEx [or other overnight delivery service], or hand delivered to the following:

For Owner: Piney-Z Community Development District
950 Piney-Z Plantation Road
Tallahassee, Florida 32311, with a copy to:

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

For Contractor: Mr. Isaac Darzi
Owner
Eco Logic Pool Service, LLC
Suite B11
2554 Capital Circle, NE
Tallahassee, Florida 32308

(1.12) This contract cannot be modified unless in writing and agreed to and signed by both parties. The individual authorized to execute such change order on behalf of Owner is Geraldine Cashin, Chair, Board of Supervisors, Piney-Z Community Development District, 950 Piney-Z Plantation Road, Tallahassee, Florida, 32311 or, in her absence, Cheryl Hudson, Vice Chair, Board of Supervisors, Piney-Z Community Development District, 950 Piney-Z Plantation Road, Tallahassee, Florida, 32311.

Article 2-Payment and Acceptance of Work

(2.1) Owner shall pay to Contractor the total sum of \$76,893.10 for complete performance of this contract. Owner will make a deposit payment of 50% of the total sum to the Contractor upon execution of this agreement. The Owner will pay 25% of Contract sum to the Contractor immediately upon Owner inspection and acceptance of the Work after completion, and inspection by any and all regulating agencies or municipalities, not including the 30 day cure/balancing period. The remaining 25% shall be paid to the Contractor after the 30 day cure/ balancing period, providing all systems are functioning properly and all "punch list" items have been resolved by Contractor. The punch list shall be provided by Owner to Contractor within the 30 day plaster cure/ balancing period as set forth in Paragraph 1.10 above.

(2.2) The Contractor shall notify the Owner, in writing, as to the date when in its opinion all of the pre-cure/balancing period work will be substantially completed and ready for inspection. The Owner shall promptly arrange for the inspection. Unless otherwise

specified in the contract, the Owner shall accept, as soon as practicable after completion and inspection, all work required by the contract (except the 30 day cure/balancing). Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Owner's right under any warranty or guarantee.

(2.3) The Contractor shall, without charge, replace or correct work found by the Owner not to conform to contract requirements, unless the Owner decides that it is in its interest to accept the work with an appropriate adjustment in contract price.

Article 3- Time of Commencement and Completion

(3.1) The Contractor shall commence Work no later than 60 calendar days from the date the Contractor receives the Owner's 50% deposit payment. Upon commencement of the Work, the contractor shall proceed expeditiously with adequate forces to achieve substantial completion, not including the 30 day cure/ balancing period, within 67 calendar days.

(3.2) If the Contractor is delayed in the commencement or progress of the work due to an act of neglect by the Owner, or of an employee of the Owner, or of a separate contractor employed by the Owner; or by changes in the Work ordered by the Owner; or by fire, labor disputes, unusual delay in deliveries, adverse weather conditions, or other causes beyond the Contractor's control, or by other causes that the Owner determines justify delay, the Contract period will be extended for such reasonable time as agreed upon by both the Contractor and Owner and the contract will be modified in writing accordingly.

(3.3) Should work under the contract be delayed beyond the 97 calendar days set forth in Paragraph (3.1) above [67 days for construction plus the 30 day cure/ balancing period), through the fault of the Contractor, its employees, agents or assigns (whether by negligence or otherwise), each day of delay shall result in liquidated damages for delay being paid by Contractor to Owner in the amount of \$769.00 per day. The parties to this agreement specifically agree that it is impossible to determine the exact damages associated with delay and agree that \$769.00 per day is a reasonable and correct amount to be assigned.

(3.4) The Owner assumes no responsibility for any items of any kind left or stored on the project site by Contractor. All such items shall remain the responsibility of the Contractor to secure and insure.

Article 4-Insurance and Indemnity

(4.1) The Contractor shall obtain and keep in full force and effect at all times during the performance of the Work, insurance to include (a) Comprehensive Liability Insurance, in

the amount of \$1,000,000.00 (b) Comprehensive Automobile Liability Insurance in the amount of \$1,000,000.00.

(4.2) The Contractor shall procure and maintain insurance under the Workers' Compensation law of the State of Florida, the form and coverage thereof to be satisfactory to the Owner, to whom certificates thereof are to be delivered by the Contractor prior to commencement of Work.

(4.3) The Owner is to be a Named Insured on the Contractor's Comprehensive General Liability, Workers' Compensation, and Automobile Liability insurance policies. Owner is to receive 30 days notice of cancellation or non-renewal of coverage and/or changes in limits of coverage.

(4.4) To the fullest extent permitted by law, Contractor agrees to indemnify and hold the Owner, its employees, agents, and authorized representatives harmless from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Contractor's work under this agreement, but only to the extent such claims, damage, loss, or expense is caused in whole or in part by the acts or omissions of the Contractor, Contractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

(4.5) Prior to commencing work under this contract, Contractor shall provide to Owner certificates of insurance demonstrating the required insurance coverage set forth herein.

Article 5-Warranty

(5.1) In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year from the date of final acceptance of the work. All warranties associated with any products used by Contractor or incorporated into Contractor's work shall be assigned to Owner to the extent permissible by law.

(5.2) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Owner-owned or controlled real or personal property when the damage is the result of-

(a) The Contractor's failure to conform to contract requirements; or

(b) Any defects of equipment, material, workmanship or design furnished by the Contractor.; or

(c) Any damage caused through the negligence of Contractor, its employees, agents or assigns.

(5.3) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year unless otherwise indicated from the date of repair or replacement.

(5.4) The Owner shall notify the Contractor, in writing, within 5 business days after the discovery of any failure, defect or damage.

(5.5) If the Contractor fails to remedy any failure, defect, or damage within 30 days after receipt of notice, the Owner shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(5.6) The Contractor and all of its employees or subcontractors performing the Work are fully licensed on the federal, state, and local level and are fully authorized under the law and applicable regulation to perform all aspects of the work.

(5.7) Should it become necessary for any party to this Contract to commence any action, judicial or otherwise, to enforce the terms of this contract, or which in any way relates to this Contract, the prevailing party in such action shall be entitled to an award of its attorney's fees and costs.

(5.8) In consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Contract expressly waive their right to trial by jury concerning any action related in any way to this Contract. The parties further agree that, sole and exclusive jurisdiction for any action, judicial or otherwise, related in any way to this Contract and/or the work performed hereunder, shall lie in the 2nd Judicial Circuit, in and for Leon County, Florida.

Signatures

The signatures which follow constitute confirmation by those signing that they have examined and understand this contract and agree to be bound by the terms of these documents.

Owner Name: Piney-Z Community Development District

Geraldine Cashin
Signature

October 17, 2017
Date

Geraldine Cashin, Chair, Board of Supervisors

gk
ID

Contractor Name: Eco Logic Pool Service, LLC

Isaac Darzi 10 / 17 / 17

Signature

Date

Isaac Darzi, Owner

Isaac Darzi

Isaac Darzi understands and agrees that documents of any kind provided to the district in connection with this Agreement are public records and shall be treated as such by the district. In addition, Isaac Darzi agrees to comply with Florida's public records law, below.

119.0701 Contracts; public records.

(1) For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011 (2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

History.-s. 1, ch. 2013-154.



Isaac Darzi
Owner
Eco Logic Pool Service, LLC

10/12/17
Date



Eco Logic Pool Service, LLC
 2554 Capital Circle NE
 Suite B10
 Tallahassee FL 32308
 Phone: 850-597-7630



Rick Evans
 950 Piney Z Plantation Rd
 Tallahassee FL 32311

Estimate #:	00000607
Date:	August 24, 2017
Estimate Total (USD):	\$76,893.10

To view your estimate online »	Go to: https://ecologicpoolservicec-billing.freshbooks.com/view/3cUTbQjtJcKdyUXK
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Item	Description	Unit Cost (\$)	Quantity	Price (\$)
DNC & Demo	Drain and clean and demolition of pool for resurface	13,458.00	1	13,458.00
Bond Kote	Application of SGM Bond Kote for adhesion of marcite/plaster re-surface	10,254.00	1	10,254.00
Resurface Pool	Pool marcite/plaster resurfacing with SGM Diamondbrite, Ivory*	26,564.00	1	26,564.00
Pool Start-up	Daily brushing and chemical balancing for 14 days after plastering in accordance with SGM Diamondbrite manufacturer's recommendations. And includes additional brushing and balancing 5xs per week for 2 weeks after the initial 14 day start-up.	1,922.00	1	1,922.00
601307	POOL LED WHITE 500W 12V INTELLIBRITE LIGHT 100' (AMP-30-1307)	885.62	5	4,428.10
Pool Tile	Replace all in-pool perimeter pool tiles, including depth and no diving markers, mud cap tiles, and non-skid tiles.	12,756.00	1	12,756.00
Pool Coping	SGM Spray Deck epoxy/resin pool deck paint	3,866.00	1	3,866.00
Crack Repair	Remove and re-pour cracked concrete areas around handrail anchors on pool deck	1,847.00	1	1,847.00
Misc	Includes all applicable permits, fees, dumpster rental, port-a-potty rental, and new VGB complaint main drain covers	1,798.00	1	1,798.00

NOTES: *SGM Diamondbrite plaster carries a 5 year manufacturer limited warranty, all other work and materials are covered by a full 1 year warranty.

	Subtotal:	76,893.10
	Estimate Total (USD):	\$76,893.10

A 50% deposit is required. The remaining balance is due upon completion.

This is an estimate. Price is valid for 30 days from the estimate date. If you have any questions, or to approve any of the above items or repairs, please call 850.597.7630.

FL Lic# CPC 1458311

Hire Florida's LICENSED Contractors!

This estimate was sent using FRESHBOOKS

IP
 5/1

	A	B	C	D	E	F	G	H	I	J	K
1	POOL RENOVATION BIDS										
2	PINEY-Z COMMUNITY DEVELOPMENT DISTRICT										
3	9/14/17										
4											
5							Bidder A		Bidder B		Bidder C
6	Drain pool						Yes		Yes		Yes
7	Pressure clean old surface						Yes		Yes		No*
8	Remove hollow areas/de-laminated plaster						Yes		to 30%		Yes
9	Remove upper row of tile						Yes		Yes		No
10	Remove all tiles						No		No		Yes
11	Acid wash						Yes		Yes		Yes
12	Apply BondKote liquid resin						Yes		Yes		Yes
13	Reset tiles with polymer enriched porcelain twinset						Yes		No		Yes
14	Apply epoxy primer mortar to existing tile and old plaster						No		Yes		No
15	Set new top gutter tile						Yes		Yes		Yes
16	Set new state-approved depth marker tiles						Yes		Yes		Yes
17	Set new waterline gutter tiles, raised to give gutters two inch						Yes		Yes		Yes
18	slope required by code										
19	Install new deck anchors for handrails and ladder						Yes		Yes		Yes
20	Install five new brass mounting rings, and five new LED white						Yes		Yes		Yes
21	light fixtures										
22	Re-use existing main drain covers						No		Yes		No
23	Install new main drain covers						Yes		No		Yes
24	Set new non-skid stair edge tiles						Yes		Yes		Yes
25	Extend existing PVC expansion joint in floor, to accommodate						No		Yes		Yes
26	new plaster										
27	Install new tiles at expansion joint in floor						Yes		No		No
28	Install 38 new gutter frame and grate covers						Yes**		Yes		Yes
29	Install 39 new floor return covers						Yes**		Yes		Yes
30	Apply white/blue quartz plaster finish, 3/8 inch thick						No		Yes		Yes
31	Apply DiamondBrite						Yes		No		No
32	Acid wash finish to expose blue quartz particles						Yes		Yes		No***

9/14/17

	A	B	C	D	E	F	G	H	I	J	K
33	POOL RENOVATION BIDS										
34	PINEY-Z COMMUNITY DEVELOPMENT DISTRICT										
35	9/14/2017										
36	PAGE TWO										
37											
38											
39	Refill and balance water chemistry						Bidder A		Bidder B		Bidder C
40	Brush pool daily for two weeks						Yes		Yes		No
41	Brush pool daily for two weeks, and five times per week for two weeks						No		Yes		No
42							Yes		No		No
43	Repair two areas where coping is damaged (@ handrails)						Yes		Yes		Yes
44	Pressure clean coping, apply stain and sealer						Yes		Yes		Yes
45											
46	All applicable permits and fees						Yes		Yes		Yes
47	Dumpster rental						Yes		Yes		No *
48	Port-a-potty rental						Yes		NA		NA
49											
50	WARRANTY: Five year factory warranty on plaster						Yes		Yes		Yes
51	WARRANTY: One year warranty on workmanship						No		Yes		Yes
52	WARRANTY: One year warranty on all other materials and work						Yes		Yes		No****
53											
54											
55							\$76,893		\$65,740		\$40,325
56											
57	* Not necessary										
58	** If necessary										
59	*** Too rough for new plaster										
60	**** \$95 per hour										

9/12 ID

Ninth Order of Business

9A.

**Piney-Z Community Development District
Property Manager's Report
November 9, 2017
For Meeting of November 20, 2017**

LODGE/GARAGE

- railing system fabricated to prevent rental tables from leaning against new blinds in garage
- final 9 blinds purchased for, and installed in, the lodge and garage. All windows in the house are now covered...and match.
- 7 screens replaced on lodge/garage windows
- ground floor wood flooring roughed and waxed (3 coats)
- began cleaning calcium deposits off of front lodge windows
- replaced linens in kitchen
- logo rug in board room and circular rug in office steam cleaned
- two office guest chairs – beyond repair -- replaced
- hose reel on rear of lodge secured to brick
- chest freezer de-frosted

FITNESS CENTER

- new elliptical and recumbent bike installed 9-27-17. Attached hereto please find the current equipment inventory, which we hope not to have to “adjust” in any manner prior to FY 2020.
- Helix lateral trainer required repair – loose jam nut against main shaft bearings on user's right side. Fitness Pro made the repair.
- carpet in children's play area steam cleaned

PAVILION

- ballast replaced in women's restroom
- concealed slide latches (1 per) replaced in women's and men's restrooms

POOL

- repaired supply line to auto-fill valve
- overhaul of deck furniture completed. All lounges, chairs and tables are now white resin – much less costly to purchase and maintain. Overhaul was completed for \$2,717 ***under*** board-approved budget. All but 9 of the 72 old pieces were donated to the Lighthouse Children's Home. The remaining 9 chairs were deposited in the dumpster. Between 47 and 52 pieces were purchased between 2004 and 2006; I have no dates on the remaining pieces.
- umbrellas, AED, etc. moved to garage for the winter
- area under lifeguard stand cleaned of debris
- 105 signed adult swim waivers for the 2017 pool season
- 4,884 signed in swimmers for the 2017 pool season. As with last year, we estimate that this figure is at least 20% below actual number of swimmers.
- pool was closed during the season a total of 13 full days (2 for maintenance, 5 for Irma and 6 for thunder/lightning), 7 hours and 42 minutes
- renovation contract executed with Eco Logic Pool Service, LLC, in the amount of \$76,893.10, on October 17, 2017.

PLAYGROUND

- nothing special to report

PARK AND GROUNDS

(Yes, I know this is out of alignment...)

- considerable time and effort were spent cleaning up the landscape just prior to the end of the fiscal year, including planting the beds immediately in front of the lodge and around the oak up at the street
- pine straw added to bed immediately in front of lodge to complete this upgrade
- irrigation valve located (two feet under) and replaced in front bed at street; replaced with Rainbird 1.5 inch valve. Also installed Hunter Node battery operated controller, and replaced one Hunter PGP rotor head in this newly operating zone
- ant beds treated around the property
- timer for pathway lights adjusted to compensate for earlier sunset
- potholes repaired in front lot
- front and rear lots re-stripped

GENERAL

- reviewed and offered comments to the attorney on the pool renovation contract. Minor changes made at the request of the contractor.
- shot and had uploaded 9 new pictures to the website. Minor updates made to some narrative. We plan to add 5 or 6 new pictures to the site in early spring.
- reviewed and amended expenditures report for FY 2017

• <i>Updates since publication</i>	<i>TBD</i>
• <i>Rental reservations booked in September</i>	<i>3</i>
<i>Rental fees banked in September</i>	<i>\$680</i>
<i>Rental reservations booked in October</i>	<i>1</i>
<i>Rental fees banked in October</i>	<i>\$80</i>
<i>Rental reservations booked in calendar 2017:</i>	<i>41</i>
<i>Rental fees banked in calendar 2017:</i>	<i>\$11,595</i>

Attachments:

Fitness Center inventory

	A	B	C	D	E	F	G	H	I	J	K
1	Piney-Z Community Development District										
2	Inventory: Fitness Center			Location: Lower level, Lodge							
3	Part One of Two										
4	10/3/2017										
5											
6	EXERCISE EQUIPMENT										
7	ITEM		ACQUIRED	COST		MODEL		SERIAL		WARRANTY	
8	Treadmill		9/24/2010	4,209.00		True LC1100		10-TLC110342G		*	
9	Treadmill		9/24/2010	4,209.00		TrueLC1100		10-TLC110343G		*	
10	Treadmill		1/5/2015	4,749.00		TrueCS4000		14-TC54008441		**Lifetime/5/5/2	
11	PhysioStep		1/5/2015	2,895.00		MDX		MDXIN591		***Lifetime/3/1	
12	Universal		10/13/2015	7,088.00		CybexMG525		J0512087009009		***10/2/1	
13	Elliptical		10/13/2015	4,199.00		TrueCS400E2W		15-XC5-00611F		***Lifetime/5/2	
14	Abs Bench		11/18/2015	160.00		PowerLine		0015650202104B0146		***10/1/0	
15	Lateral Trainer		1/29/2016	3,400.00		HelixHLT2500		HLT25001509220067		***3/3/1	
16	Water Rower		6/22/2017	2,400.00		STJFR		16 02721 06		****5/3/2/1/1	
17	Elliptical		10/3/2017	4,199.00		ECS400 Emerge		17-XC4000-470H		*****Lifetime/5/3/2	
18	Recumbent Bike		10/3/2017	2,465.00		RCS400 Emerge		17-RC4000-374H		*****Lifetime/5/3/2	
19											
20											
21											
22	* No warranty remains			N.B. A new motor was installed in 10-TLC110342G in February 2016, thus extending							
23				the warranty on the motor to February 2017							
24	** Frame/motor/parts/labor										
25	*** Frame/parts/labor										
26		N.B. The GEARS on the Helix were replaced on 11-28-16, so are under warranty until 11-27-19									
27		N.B. The pulleys on the Cybex were replaced on 2-22-17, so are under warranty until 2-21-19.									
28	**** Frame/Tank and Seals/Mechanical Components/Other Components/Labor										
29	***** Frame/parts/console screen/labor										
30											
31											
32	EQUIPMENT			39,973.00							

Tenth Order of Business

10A.

**PINEY-Z
COMMUNITY DEVELOPMENT DISTRICT**

Motion: Assigning Fund Balance as of 9/30/17

The Board hereby assigns the FY 2017 Reserves for September 30, 2017 Balance sheet as follows:

Reserves – 1 st Quarter Operating Reserve	\$98,829
Reserves – CDD Amenity	\$79,314
Reserves – Lodge	\$9,512
Reserves – Other	\$45,691
Reserves – Parking Lots	\$7,000
Reserves – Park	\$500
Reserves – Pools	\$8,500
Reserves – Pool Equipment	\$2,085
Reserves – Pool Filters	\$500
Reserves – Pool Pumps	\$3,861
Reserves – Disaster Relief	\$3,750
Reserves – Hurricane	\$8,981

10B.



**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

October 20, 2017

Piney Z Community Development District
c/o Severn Trent Management Services
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, a discretely presented component unit, each major fund and the budgetary comparison for the General Fund as of and for the year ended September 30, 2017 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, 2017 and thereafter for two annual renewals if mutually agreed by Piney Z Community Development District and Berger, Toombs, Elam, Gaines, & Frank, Certified Public Accountants, PL.

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

The Responsibility 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.



Piney Z Community Development District
October 20, 2017
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



Piney Z Community Development District
October 20, 2017
Page 3

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

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

1. For the preparation and fair presentations of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control of financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

Piney Z Community Development District
October 20, 2017
Page 4

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.

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

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 engagement.

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



Piney Z Community Development District
October 20, 2017
Page 5

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.

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, 2017, 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 two annual renewals must be mutually agreed and approved by the Board of Supervisors.

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.



Piney Z Community Development District
October 20, 2017
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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.

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 communication, with respect to the terms of the engagement between the parties.

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

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
J. W. GAINES, CPA

Confirmed on behalf of the addressee:

System Review Report

To the Directors

November 2, 2016

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, 2016. 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.

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, 2016 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 & Assoc.
Baggett, Reutimann & Associates, CPAs, PA

(BERGER_REPORT16)

**ADDENDUM TO ENGAGEMENT LETTER
DATED OCTOBER 20, 2017**

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

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

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

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

**SEVERN TRENT MANAGEMENT SERVICES
210 North University Drive, Suite 702
Coral Springs, FL 33071**

Auditor: J. W. GAINES



Title: DIRECTOR

Date: October 20, 2017

District: Piney Z

By: _____

Title: _____

Date: _____

Thirteenth Order of Business

13A.

RESOLUTION 2018-2

RESOLUTION SETTING FORTH THE POLICY OF THE PINEY-Z COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT STAFF

WHEREAS, the Board of Supervisors and the officers, agents, and employees of the Piney-Z Community Development District (“District”) are constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

WHEREAS, it is essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board and its officers, agents, and employees maintained at a minimum; and

WHEREAS, the Board of Supervisors wishes to formalize a policy with regards to the support and legal protection of the Board of Supervisors and its officers, agents, and employees so as to reduce the threat of personal liability to such individuals.

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

1. As set forth in this Resolution, the Piney-Z Community Development District, in accordance with Florida Law, agrees that the following Board members and officers, agents, and employees of the District shall not be held liable in any actions allegedly caused by the negligence or wrongful act or omission of action within the scope of their office, employment, agency, or function, provided they have not acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

(a) All members of the Board of Supervisors; and

(b) The District Manager, Secretary, Assistant Secretary(s), Counsel for the District and local District Staff (the “Staff”).

2. The District, in accordance with Florida Law, recognizes that the exclusive remedy for actions described in paragraph 1 above, shall be by action against Piney-Z Community Development District.

3. The District hereby agrees to provide legal representative to defend any civil action arising from a complaint for damages or injuries suffered a result of any act or omission of action of any of the above-listed Board and staff members of the District, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Board or staff member acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. Provided, however, that if the affected Board member and staff member of the District in good faith believes that there is a conflict of interest in said attorneys retained by the District providing representation to said individual, then at the request of said individual, the District will and shall employ attorneys or said individual’s selection to appear and defend the claim, action or item on behalf of the individual at the expense of the District. By this provision, the District does not waive immunity from liability as granted under Florida Law including the contention that to the extent the State does not through its laws protect the members of the Board and its officers, employees, or agents from liability it is committed to doing so to the extent described in this Resolution.

4. The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit which directly results from a decision or act made by a Board member or staff while performing the duties and functions or his or her position.

5. This Resolution is intended to evidence the District’s support of Board members and staff who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend an individual whose act or decision is the result of fraud, malfeasance or knowing criminal misconduct. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his/her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for human rights, safety, or property. In the event that the District has expended funds to provide an Attorney to defend a staff or Board member who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or was acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

6. The agrees to pay any claim, compromise or settlement of any judgment or litigation described in this paragraph, provided however, that the District determines such payment to be in the District’s best interest.

7. This Resolution shall not apply to actions initiated by the District against a Board member, officer, agent, or employee.

THIS RESOLUTION PASSED AND ADOPTED this 20th day of November, 2017.

Secretary/Assistant Secretary

Chairperson