

**PINEY-Z COMMUNITY  
DEVELOPMENT DISTRICT**

**JANUARY 25, 2021**

**AGENDA PACKAGE**



210 N. UNIVERSITY DRIVE, SUITE 702  
CORAL SPRINGS, FLORIDA 33071

**Piney-Z Community Development District**  
**Inframark, Infrastructure Management Services**  
210 North University Drive, Suite 702 • Coral Springs, Florida 33071  
Telephone: (954) 603-0033 • Fax: (954) 345-1292

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January 15, 2021

Board of Supervisors  
Piney-Z Community Development District

Dear Board Members:

On Monday, January 25, 2021 the Board of Supervisors of the Piney-Z Community Development will hold a meeting at 6:30 p.m. **at the Piney-Z Plantation Lodge**, 950 Piney-Z Plantation Road, Tallahassee, Florida. *In keeping with the City of Tallahassee, chairs will be not less than six feet apart so seating will be limited. Masks MUST be worn and will not be provided by the District. For those who would like to participate but/and cannot do so in person you may do so by phone at 1-800-747-5150 with Access Code: 2758201#.* The following is the advance agenda for the meeting:

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Organizational Matters**
  - A. **Oath of Office of Newly Elected Supervisors (Ms. Cashin and Mr. Kirby)**
  - B. **Election of Officers – Resolution 2021-2**
4. **Audience Comments & Supervisor Response(s)**
5. **Approval of the Minutes of the November 16, 2020 Meeting**
6. **Acceptance of the October, November and December, 2020 Financial Statements and Approval of the October, November and December Check Registers and Invoices**
7. **CDD Manager’s Report**
  - A. **Lodge: R&M Reserves:**
    - **Mulch - \$4,000.000**
    - **Flooring - \$10,125.00**
    - **Uninsurables - \$25,000.00**
    - **Dolphin - \$6,400.00 (update)**
  - First Quarter Repair Reclassification From Budget to Pool Reserves**
    - **Pumps - \$275.00**
    - **Sand Filters - \$857.00**
8. **District Manager’s Report**
9. **District Attorney’s Report**
  - A. **E-Verify Memorandum of Understanding**
10. **Old Business**
  - A. **Update on Intellectual Property – Trademark Filings**

Piney-Z CDD  
January 15, 2021

- 11. New Business**
  - A. Discussion of Auditor Selection Process**
  - B. Pool - Schedule, Procedures When Open, Commitment to Attendants**
  - C. Fitness Center – Procedures When Open**
  - D. Recording Department Charges**
- 12. Supervisor Requests**
- 13. 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

## **Third Order of Business**

**3B.**

RESOLUTION 2021-2

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

WHEREAS, the Board of Supervisors of the Piney-Z Community Development District at a regular business meeting held on January 25, 2021 desires to appoint the below recited persons to the offices specified

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

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

_____	Chairman
_____	Vice Chairman
<u>Bob Nanni</u>	Secretary
<u>Alan Baldwin</u>	Treasurer
<u>Stephen Bloom</u>	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS 25th DAY OF JANUARY, 2021.

\_\_\_\_\_  
Chairman

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

## **Fifth Order of Business**





**FIFTH ORDER OF BUSINESS**

**Approval of Minutes of the  
September 28, 2020 Meeting**

*The record will reflect Mr. Kirby has joined the meeting at 6:35 p.m.*

On MOTION by Ms. Hudson seconded by Ms. Pincus, to approve the September 28, 2020 meeting minutes were approved with votes as follows:  
**Gerry Cashin – Aye**  
**Cheryl Hudson – Aye**  
**Ann Pincus – Aye**  
**Frank Cicione – Aye**  
**Art Kirby – Aye**

**SIXTH ORDER OF BUSINESS**

**Acceptance of the September  
Financial Statements and  
Approval of the Check Registers  
and Invoices**

Mr. Cicione MOVED to approve the September financials and Ms. Hudson seconded the motion.

Hearing no discussion,

The MOTION was approved with votes as follows:  
**Gerry Cashin – Aye**  
**Cheryl Hudson – Aye**  
**Ann Pincus – Aye**  
**Art Kirby – Aye**  
**Frank Cicione – Aye**

**SEVENTH ORDER OF BUSINESS**

**CDD Manager’s Report**

- Ms. Parker reported the SOE provided \$200 for cleaning of the Lodge following the general election.
- Updates:
  - Several issues with the pool many being routine maintenance and now have a scum gutter issue.
  - Mr. Evans provided an update on the pool addressing the plumbing work to find why the pool is losing water noting during inspection it was found there is a scum gutter covered by marcite. Premier Pools will have

someone onsite tomorrow to chip it out. After this work is done, they will continue the plumbing inspection to try to find the leak.

**NINTH ORDER OF BUSINESS****District Attorney's Report**

There being no report, the next order of business followed.

- Ms. Cashin requested Mr. Lyon explain how they are meeting this evening while the Lodge remains closed.
- Mr. Lyon stated “since the beginning of the pandemic the Piney-Z CDD has been relying on the City of Tallahassee’s policies on how they are dealing with their facilities and with their amenities that they offer. The City has many more employees and resources to be able to analyze the latest trends and best practices for local government that due to its size Piney-Z does not have. Since the beginning the Board of Supervisors has adopted a policy that they will follow whatever the City of Tallahassee does in regard to its facilities and amenities. The City of Tallahassee currently limits its facilities to gatherings of no more than 10 people. Since the pandemic began the Governor issues an Executive Order that allowed local governments, including CDDs like Piney-Z, to meet virtually and waiving the requirement currently in law that a physical quorum must be present. The exemption ran through November 1<sup>st</sup> and he declined to extend it any further. As of November 2<sup>nd</sup>, all local governments around Florida, when they have meetings, they must be held in accordance with the public meeting law which requires notice to the public and requires the public being allowed to attend and requires minutes to be taken. We are holding the meeting tonight; Board members are there in person because the Governor did not extend the virtual meeting order. Consistent with the City of Tallahassee’s policies on their facilities and amenities, we continue to follow that policy and not allow any events which would include more than ten people and likewise have not opened the pool as the City of Tallahassee has not opened their pools. This is why we are meeting in person rather than virtually as we have for the past six months but why the amenities remain closed to the residents.”
- Mr. Kirby inquired if it was not also an issue of ensuring the liability coverage stay intact at the advice of the insurer.

- Ms. Cashin noted she does recall them touching base with the insurance carrier who suggested they follow the City's lead.
- Mr. Lyon noted he did not recall if that was part of the decision-making, but the fact that Mr. Kirby and Ms. Cashin remember that he would believe that was part of the decision-making. He does recall that was the route the City of Tallahassee, who created the CDD, was taking and had greater resources to analyze trends and best practices and the CDD thought it was prudent to take their lead on how the CDD treated their facilities and amenities.

#### **TENTH ORDER OF BUSINESS** **Old Business**

##### **A. Update on Intellectual Property – Trademark Filings**

- Mr. Kirby noted he wished he had a more complete answer for them but does not have an update at this time.
- Ms. Cashin noted they will leave it on the next agenda.

#### **ELEVENTH ORDER OF BUSINESS** **New Business**

##### **A. Discussion of Auditor Selection Process**

- Ms. Cashin noted the process is outlined in the agenda package. She noted there is no statutory requirement that the District change auditors every so many years.
- Mr. Lyon noted this is correct, but if they do decide they want to explore other auditing firms there are criteria that Florida law lays out.
- Discussion followed on the FY 2020 audit with Ms. Cashin noting they should go with Berger, Toombs, et al as the audit needs to begin soon.
  - Ms. Parker noted the audit is underway as she has been working with the accountant regarding the pavilion renovation.
  - Ms. Cashin noted the audit engagement has not been signed.

#### **EIGHTH ORDER OF BUSINESS** **District Manager's Report**

##### **D. Consideration of Audit Engagement for FY 2020**

- Ms. Cashin noted the amount remains the same at \$3,150.
- Ms. Parker noted the costs should be less due to the bonds being paid off in May 2019, there maybe some carryover into FY 2020.



- Mr. Kirby noted they will put out a collection box and allow the property to be a location for holding and distribution of toys collected on behalf of Toys for Tots.
- Ms. Cashin added between the hours of 7:00 a.m. and 4:00 p.m.

Mr. Cicione seconded the motion.

- Mr. Cicione suggested placing a notice by the mailboxes to let people know.
  - Ms. Cashin noted they can check with the HOA. Ms. Parker is going to send an e-blast and she [Ms. Cashin] can place something on Nextdoor.

The MOTION was approved with votes as follows:  
**Gerry Cashin – Aye**  
**Cheryl Hudson – Aye**  
**Ann Pincus – Aye**  
**Art Kirby – Aye**  
**Frank Cicione – Aye**

**B. Discussion of Joint CDD/HOA Meeting (Chair Cashin)**

- Ms. Cashin noted there was some discussion regarding this on Nextdoor.
  - Discussion followed on holding a joint meeting with it being noted there is a new Board and new Chair.
  - Mr. Kirby noted it would be appropriate if the HOA asked for or initiated a meeting. He further suggested sending a letter to the HOA noting the CDD would be open to a joint meeting if the HOA chose to pursue it.
  - Ms. Cashin noted her thought was to attach a letter to an email to the HOA and their management company.
  - The consensus of the Board is to send the letter noting the CDD is open to a joint meeting if the HOA would like to initiate.

**C. Email Administration (Supervisor Cashin – not Supervisor Kirby as previously noted)**

- Ms. Cashin inquired if any of the Supervisors are having issues using the current email system.

- No issues were noted with the consensus being if it is not broke don't fix it.

**EIGHTH ORDER OF BUSINESS**

**District Manager's Report  
(continued)**

**A. Consideration of Resolution 2021-1**

- Mr. Lyon read Resolution 2021-1 by title.
- Mr. Mendenhall outlined Resolution 2021-1 amending the budget for FY 2020 noting it is a housekeeping item at the end of the fiscal year to bring inline items that may have been over budget in the fiscal year. Those line items were:
  - Misc Contingency – proposed to add \$11,353
  - Reserve – CDD Amenity – proposed to add \$68,691
  - Total amendment is from Fund Balance in the amount of \$80,044
- Ms. Parker addressed the overages.
  - Misc Contingency – addition of the UV scrubbers in the Lodge, four cameras, intellectual property issue, and two surveys – one being the oak tree and the other being the balance of the site totaling \$13,210.
  - Reserve – CDD Amenity - \$68,691 - \$51,790 – pavilion, the balance spent on the pavilion of \$11,919 was taken from the Park and Grounds Reserve where it was previously budgeted. \$5,696 – new timbers on the playground, \$2,400 – sealing of the asphalt, \$1,200 was taken from Park and Grounds Reserve, and \$9,675 – new pathway railing.

On MOTION by Ms. Hudson seconded by Mr. Cicione, Resolution 2021-1 a resolution amending the Piney-Z Community Development District General Fund Budget for Fiscal Year 2020 was adopted with votes as follows:  
**Gerry Cashin – Aye**  
**Cheryl Hudson – Aye**  
**Ann Pincus – Aye**  
**Art Kirby – Aye**  
**Frank Cicione – Aye**

**B. Consideration of Motion Assigning Fund Balance**

- Ms. Parker noted the figures match those on the Balance Sheet of September 30<sup>th</sup>
- Ms. Cashin outlined:

- Reserves – 1<sup>st</sup> Quarter Operating Reserve \$99,779
- Reserves – CDD Amenity \$23,554
- Reserves – Fitness Center \$2,500
- Reserves – Lodge \$15,066
- Reserves – Park \$5,000
- Reserves – Pool Equipment \$5,995
- Reserves – Pool Filters \$6,985
- Reserves – Pool Pumps \$6,425

On MOTION by Mr. Cicione seconded by Mr. Kirby, the motion assign fund balance as of September 30, 2020, was approved with votes as follows:

**Gerry Cashin – Aye**  
**Cheryl Hudson – Aye**  
**Ann Pincus – Aye**  
**Art Kirby – Aye**  
**Frank Cicione – Aye**

- Ms. Parker noted the Balance Sheet for the beginning of FY 2021 will reflect an increase of \$27,188.

**C. Consideration of Meeting Dates to be Attended by Mr. Nanni (4 in person – 2 via phone)**

- Ms. Cashin noted tonight would be one of Mr. Nanni phone attendance meetings.
- Mr. Nanni joined the meeting via phone.
- Mr. Nanni suggested the March meeting as the second phone attendance with in person attendance for the remaining.
- Ms. Parker suggested he attend via phone for January as March is the first presentation and discussion of the budget for FY 2022.
- Mr. Nanni noted this is fine with him.
- Ms. Pincus she would like to thank Ms. Hudson, Ms. Parker, and Mr. Evans for putting up of the new railing, it is gorgeous.

**THIRTEENTH ORDER OF BUSINESS**

There being no further business,

**Adjournment**

On MOTION by Ms. Pincus seconded by Ms. Hudson,  
with all in favor, the meeting was adjourned at 7:44 p.m.

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Bob Nanni  
Secretary

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Geraldine Cashin  
Chair



## **Sixth Order of Business**

# **FINANCIALS**

# **PINEY-Z**

Community Development District

*Financial Report*

*October 31, 2020*

**Prepared by**



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**PINEY-Z**

Community Development District

**Financial Statements**

(Unaudited)

October 31, 2020

**Balance Sheet**  
October 31, 2020

<u>ACCOUNT DESCRIPTION</u>	<u>TOTAL</u>
<b><u>ASSETS</u></b>	
Cash - Checking Account	\$ 63,656
Cash On Hand/Petty Cash	250
Accounts Receivable - Other	532
Investments:	
Money Market Account	235,649
Prepaid Items	264
<b>TOTAL ASSETS</b>	<b>\$ 300,351</b>
<b><u>LIABILITIES</u></b>	
Accounts Payable	\$ 2,616
Accrued Expenses	3,888
<b>TOTAL LIABILITIES</b>	<b>6,504</b>
<b><u>FUND BALANCES</u></b>	
<b>Nonspendable:</b>	
Prepaid Items	264
<b>Assigned to:</b>	
Operating Reserves	99,779
Reserves - CDD Amenity	23,582
Reserves - Fitness Center	5,000
Reserves-Lodge	16,716
Reserves - Park	11,200
Reserves-Pool Equipment	7,820
Reserves-Pool Filters	11,970
Reserves-Pool Pumps	6,425
Reserves - Pool Shell	10,000
<b>Unassigned:</b>	101,091
<b>TOTAL FUND BALANCES</b>	<b>\$ 293,847</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 300,351</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 2,000	\$ 167	\$ 60	\$ (107)
Interest - Tax Collector	200	17	-	(17)
Special Assmnts- Tax Collector	394,706	-	-	-
Special Assmnts- Discounts	(15,788)	-	-	-
Access Cards	1,198	100	-	(100)
Pavilion Rental	1,100	92	-	(92)
Lodge Rental	16,500	1,375	-	(1,375)
<b>TOTAL REVENUES</b>	<b>399,916</b>	<b>1,751</b>	<b>60</b>	<b>(1,691)</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
P/R-Board of Supervisors	8,000	667	-	667
FICA Taxes	612	51	-	51
ProfServ-Legal Services	24,000	2,000	2,000	-
ProfServ-Mgmt Consulting Serv	44,775	3,731	2,612	1,119
ProfServ-Special Assessment	4,637	-	-	-
Auditing Services	3,250	-	-	-
Postage and Freight	200	17	29	(12)
Insurance - General Liability	12,364	3,091	2,928	163
Printing and Binding	225	19	-	19
Legal Advertising	1,000	83	-	83
Miscellaneous Services	150	12	26	(14)
Misc-Assessmnt Collection Cost	11,840	-	-	-
Misc-Contingency	100	8	-	8
Office Supplies	100	8	-	8
Annual District Filing Fee	175	175	-	175
<b>Total Administration</b>	<b>111,428</b>	<b>9,862</b>	<b>7,595</b>	<b>2,267</b>
<b>Field</b>				
Contr-Landscape-Amenities Area	24,000	2,000	1,625	375
R&M-Trees and Trimming	3,000	250	-	250
Misc-Contingency	4,000	333	-	333
<b>Total Field</b>	<b>31,000</b>	<b>2,583</b>	<b>1,625</b>	<b>958</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Parks and Recreation - General</u></b>				
Payroll-Other	500	42	-	42
Payroll-Maintenance	7,024	585	552	33
Payroll-Administrative	43,808	3,651	3,429	222
Payroll - Special Pay	7,500	625	-	625
FICA Taxes	4,501	375	386	(11)
Workers' Compensation	4,845	1,211	956	255
Contracts-Janitorial Services	2,340	195	-	195
Contracts-Security Services	1,305	109	195	(86)
Contracts-Fire Exting. Insp.	350	29	-	29
Contract-Copier Maintenance	300	25	1	24
Contract-Dumpster Rental	312	26	26	-
Contracts-Pest Control	480	40	73	(33)
Contracts-Fire Insp Sprinkler System	250	-	-	-
Contract-Website Hosting	350	29	-	29
Communication - Teleph - Field	120	10	-	10
Postage and Freight	55	5	-	5
Utility - General	18,677	1,556	1,500	56
Utility - Other	3,238	270	238	32
Electricity - Streetlighting	1,344	112	111	1
Utility - Irrigation	3,600	300	262	38
Utility - Refuse Removal	1,446	121	126	(5)
R&M-General	1,500	125	57	68
R&M-Electrical	425	35	-	35
R&M-Roof	360	30	-	30
R&M-Fire Equipment	100	8	-	8
R&M-Plumbing	200	17	-	17
Misc-Contingency	3,000	250	(25)	275
Misc-Information Technology	660	55	384	(329)
Misc-Mileage Reimbursement	325	27	40	(13)
Office Supplies	2,000	167	-	167
Supplies-Cleaning & Paper	325	27	-	27
Reserves-Lodge	1,650	-	-	-
<b>Total Parks and Recreation - General</b>	<b>112,890</b>	<b>10,057</b>	<b>8,311</b>	<b>1,746</b>



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2020

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<b><u>Swimming Pool</u></b>				
Payroll-Maintenance	14,048	1,171	589	582
Payroll-Administrative	14,603	1,217	496	721
Payroll-Pool Attendants	21,243	1,770	-	1,770
FICA Taxes	3,817	318	83	235
Communication - Teleph - Field	800	67	58	9
R&M-General	300	25	-	25
R&M-Electrical	100	8	-	8
R&M-Pools	1,500	125	1,463	(1,338)
Misc-Licenses & Permits	250	-	-	-
Misc-Contingency	3,250	271	-	271
Op Supplies - Pool Chemicals	2,250	188	-	188
Reserve - Pool	16,810	-	-	-
<b>Total Swimming Pool</b>	<b>78,971</b>	<b>5,160</b>	<b>2,689</b>	<b>2,471</b>
<b><u>Fitness Center</u></b>				
Payroll-Maintenance	2,342	195	68	127
Payroll-Administrative	7,301	608	294	314
FICA Taxes	738	62	28	34
Contracts-Janitorial Services	1,560	130	-	130
Contracts-Fitness Equipment	1,200	100	100	-
Contracts-Pest Control	163	14	36	(22)
R&M-General	300	25	10	15
R&M-Electrical	100	8	-	8
R&M-Equipment	1,000	83	-	83
Misc-Contingency	300	25	-	25
Supplies-Cleaning & Paper	650	54	-	54
Reserve - Equipment	2,500	-	-	-
<b>Total Fitness Center</b>	<b>18,154</b>	<b>1,304</b>	<b>536</b>	<b>768</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Park &amp; Grounds</u></b>				
Payroll-Maintenance	23,414	1,951	1,750	201
Payroll-Administrative	7,301	608	398	210
FICA Taxes	2,350	196	164	32
Contracts-Janitorial Services	1,300	108	-	108
Contracts-Roof	360	30	-	30
Contracts-Pest Control	215	18	36	(18)
R&M-General	2,000	167	(12)	179
R&M-Electrical	175	15	-	15
R&M-Irrigation	1,000	83	-	83
R&M-Backflow Inspection	355	30	-	30
Misc-Contingency	2,500	208	161	47
Supplies-Cleaning & Paper	275	23	-	23
Reserves - Irrigation System	500	-	-	-
Reserve-Mulch	2,000	-	-	-
Reserve - Parking Lot	1,200	-	-	-
Reserve - Playground	2,500	-	-	-
<b>Total Park &amp; Grounds</b>	<b>47,445</b>	<b>3,437</b>	<b>2,497</b>	<b>940</b>
<b><u>Reserves</u></b>				
Reserve - CDD Amenity	28	-	-	-
<b>Total Reserves</b>	<b>28</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>399,916</b>	<b>32,403</b>	<b>23,253</b>	<b>9,150</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	(30,652)	(23,193)	7,459
Net change in fund balance	\$ -	\$ (30,652)	\$ (23,193)	\$ 7,459
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>317,040</b>	<b>317,040</b>	<b>317,040</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 317,040</b>	<b>\$ 286,388</b>	<b>\$ 293,847</b>	

# **FINANCIALS**

# **PINEY-Z**

Community Development District

*Financial Report*

*November 30, 2020*

**Prepared by**



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**PINEY-Z**

Community Development District

**Financial Statements**

(Unaudited)

November 30, 2020

**Balance Sheet**  
November 30, 2020

<u>ACCOUNT DESCRIPTION</u>	<u>TOTAL</u>
<b><u>ASSETS</u></b>	
Cash - Checking Account	\$ 91,143
Cash On Hand/Petty Cash	250
Investments:	
Money Market Account	235,707
Prepaid Items	238
<b>TOTAL ASSETS</b>	<b>\$ 327,338</b>
<b><u>LIABILITIES</u></b>	
Accounts Payable	\$ 6,416
Accrued Expenses	3,786
<b>TOTAL LIABILITIES</b>	<b>10,202</b>
<b><u>FUND BALANCES</u></b>	
<b>Nonspendable:</b>	
Prepaid Items	238
<b>Assigned to:</b>	
Operating Reserves	99,779
Reserves - CDD Amenity	23,582
Reserves - Fitness Center	5,000
Reserves-Lodge	16,716
Reserves - Park	11,200
Reserves-Pool Equipment	7,820
Reserves-Pool Filters	11,970
Reserves-Pool Pumps	6,425
Reserves - Pool Shell	10,000
<b>Unassigned:</b>	124,406
<b>TOTAL FUND BALANCES</b>	<b>\$ 317,136</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 327,338</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 2,000	\$ 333	\$ 117	\$ (216)
Interest - Tax Collector	200	33	-	(33)
Special Assmnts- Tax Collector	394,706	29,234	47,341	18,107
Special Assmnts- Discounts	(15,788)	(1,169)	(1,839)	(670)
Other Miscellaneous Revenues	-	-	365	365
Access Cards	1,198	200	-	(200)
Pavilion Rental	1,100	183	-	(183)
Lodge Rental	16,500	2,750	-	(2,750)
<b>TOTAL REVENUES</b>	<b>399,916</b>	<b>31,564</b>	<b>45,984</b>	<b>14,420</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
P/R-Board of Supervisors	8,000	1,333	400	933
FICA Taxes	612	102	31	71
ProfServ-Legal Services	24,000	4,000	4,000	-
ProfServ-Mgmt Consulting Serv	44,775	7,463	5,223	2,240
ProfServ-Special Assessment	4,637	-	-	-
Auditing Services	3,250	-	-	-
Postage and Freight	200	33	38	(5)
Insurance - General Liability	12,364	3,091	2,928	163
Printing and Binding	225	38	-	38
Legal Advertising	1,000	167	159	8
Miscellaneous Services	150	25	43	(18)
Misc-Assessmnt Collection Cost	11,840	876	1,365	(489)
Misc-Contingency	100	17	-	17
Office Supplies	100	17	-	17
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>111,428</b>	<b>17,337</b>	<b>14,362</b>	<b>2,975</b>
<b>Field</b>				
Contr-Landscape-Amenities Area	24,000	4,000	3,050	950
R&M-Trees and Trimming	3,000	500	-	500
Misc-Contingency	4,000	667	105	562
<b>Total Field</b>	<b>31,000</b>	<b>5,167</b>	<b>3,155</b>	<b>2,012</b>



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Parks and Recreation - General</u></b>				
Payroll-Other	500	83	-	83
Payroll-Maintenance	7,024	1,171	1,015	156
Payroll-Administrative	43,808	7,301	8,098	(797)
Payroll - Special Pay	7,500	1,250	-	1,250
FICA Taxes	4,501	750	778	(28)
Workers' Compensation	4,845	1,211	956	255
Contracts-Janitorial Services	2,340	390	200	190
Contracts-Security Services	1,305	218	195	23
Contracts-Fire Exting. Insp.	350	58	-	58
Contract-Copier Maintenance	300	50	11	39
Contract-Dumpster Rental	312	52	52	-
Contracts-Pest Control	480	80	73	7
Contracts-Fire Insp Sprinkler System	250	-	-	-
Contract-Website Hosting	350	58	-	58
Communication - Teleph - Field	120	20	-	20
Postage and Freight	55	9	-	9
Utility - General	18,677	3,113	3,039	74
Utility - Other	3,238	540	476	64
Electricity - Streetlighting	1,344	224	222	2
Utility - Irrigation	3,600	600	320	280
Utility - Refuse Removal	1,446	241	254	(13)
R&M-General	1,500	250	166	84
R&M-Electrical	425	71	23	48
R&M-Roof	360	60	-	60
R&M-Fire Equipment	100	17	-	17
R&M-Plumbing	200	33	-	33
Misc-Contingency	3,000	500	(22)	522
Misc-Information Technology	660	110	404	(294)
Misc-Mileage Reimbursement	325	54	67	(13)
Office Supplies	2,000	333	-	333
Supplies-Cleaning & Paper	325	54	36	18
Reserves-Lodge	1,650	-	-	-
<b>Total Parks and Recreation - General</b>	<b>112,890</b>	<b>18,901</b>	<b>16,363</b>	<b>2,538</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Swimming Pool</u></b>				
Payroll-Maintenance	14,048	2,341	1,618	723
Payroll-Administrative	14,603	2,434	847	1,587
Payroll-Pool Attendants	21,243	3,541	-	3,541
FICA Taxes	3,817	636	189	447
Communication - Teleph - Field	800	133	117	16
R&M-General	300	50	-	50
R&M-Electrical	100	17	23	(6)
R&M-Pools	1,500	250	2,881	(2,631)
Misc-Licenses & Permits	250	-	-	-
Misc-Contingency	3,250	542	-	542
Op Supplies - Pool Chemicals	2,250	375	21	354
Reserve - Pool	16,810	-	-	-
<b>Total Swimming Pool</b>	<b>78,971</b>	<b>10,319</b>	<b>5,696</b>	<b>4,623</b>
<b><u>Fitness Center</u></b>				
Payroll-Maintenance	2,342	390	216	174
Payroll-Administrative	7,301	1,217	505	712
FICA Taxes	738	123	55	68
Contracts-Janitorial Services	1,560	260	-	260
Contracts-Fitness Equipment	1,200	200	100	100
Contracts-Pest Control	163	27	36	(9)
R&M-General	300	50	10	40
R&M-Electrical	100	17	-	17
R&M-Equipment	1,000	167	-	167
Misc-Contingency	300	50	-	50
Supplies-Cleaning & Paper	650	108	-	108
Reserve - Equipment	2,500	-	-	-
<b>Total Fitness Center</b>	<b>18,154</b>	<b>2,609</b>	<b>922</b>	<b>1,687</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Park &amp; Grounds</u></b>				
Payroll-Maintenance	23,414	3,902	3,680	222
Payroll-Administrative	7,301	1,217	784	433
FICA Taxes	2,350	392	341	51
Contracts-Janitorial Services	1,300	217	-	217
Contracts-Roof	360	60	240	(180)
Contracts-Pest Control	215	36	36	-
R&M-General	2,000	333	(12)	345
R&M-Electrical	175	29	22	7
R&M-Irrigation	1,000	167	-	167
R&M-Backflow Inspection	355	59	-	59
Misc-Contingency	2,500	417	299	118
Supplies-Cleaning & Paper	275	46	-	46
Reserves - Irrigation System	500	-	-	-
Reserve-Mulch	2,000	-	-	-
Reserve - Parking Lot	1,200	-	-	-
Reserve - Playground	2,500	-	-	-
<b>Total Park &amp; Grounds</b>	<b>47,445</b>	<b>6,875</b>	<b>5,390</b>	<b>1,485</b>
<b><u>Reserves</u></b>				
Reserve - CDD Amenity	28	-	-	-
<b>Total Reserves</b>	<b>28</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>399,916</b>	<b>61,208</b>	<b>45,888</b>	<b>15,320</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	(29,644)	96	29,740
Net change in fund balance	\$ -	\$ (29,644)	\$ 96	\$ 29,740
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>317,040</b>	<b>317,040</b>	<b>317,040</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 317,040</b>	<b>\$ 287,396</b>	<b>\$ 317,136</b>	

# FINANCIALS

## MEMORANDUM

**TO: Board of Supervisors, Piney-Z CDD**  
**FROM: Sonia Rowley, District Accountant**  
**CC: Bob Nanni, District Manager**  
**DATE: January 7, 2021**  
**SUBJECT: December Financials**

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Please find attached the December 2020 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. Should you have any questions or require additional information, please do not hesitate to contact me at [sonia.rowley@inframark.com](mailto:sonia.rowley@inframark.com).

### General Fund

#### Fund Balance

- Assigned Reserves: The balances have been adjusted to reflect the new total of \$92,713.
- Unassigned Balance: Represents the General Fund in excess of nonspendable, restricted, committed and assigned fund balance.

Total Revenues for the General Fund were at 97% of adopted budget.

- The YTD Non-Ad Valorem assessments collections are at 90%.

Total Expenditures through December were at 20% of adopted budget.

# **PINEY-Z**

Community Development District

*Financial Report*

*December 31, 2020*

**Prepared by**



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**PINEY-Z**

Community Development District

**Financial Statements**

(Unaudited)

December 31, 2020



**Balance Sheet**  
December 31, 2020

<u>ACCOUNT DESCRIPTION</u>	<u>TOTAL</u>
<b><u>ASSETS</u></b>	
Cash - Checking Account	\$ 350,751
Cash On Hand/Petty Cash	250
Accounts Receivable - Other	554
Investments:	
Money Market Account	235,767
Prepaid Items	356
<b>TOTAL ASSETS</b>	<b>\$ 587,678</b>
<b><u>LIABILITIES</u></b>	
Accounts Payable	\$ 2,517
Accrued Expenses	6,421
<b>TOTAL LIABILITIES</b>	<b>8,938</b>
<b><u>FUND BALANCES</u></b>	
<b>Nonspendable:</b>	
Prepaid Items	356
<b>Assigned to:</b>	
Operating Reserves	99,779
Reserves - CDD Amenity	23,582
Reserves - Fitness Center	5,000
Reserves-Lodge	16,716
Reserves - Park	11,200
Reserves-Pool Equipment	7,820
Reserves-Pool Filters	11,970
Reserves-Pool Pumps	6,425
Reserves - Pool Shell	10,000
<b>Unassigned:</b>	<b>385,892</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 578,740</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 587,678</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 2,000	\$ 500	\$ 182	\$ (318)
Interest - Tax Collector	200	50	-	(50)
Special Assmnts- Tax Collector	394,706	362,447	353,328	(9,119)
Special Assmnts- Discounts	(15,788)	(14,497)	(13,726)	771
Other Miscellaneous Revenues	-	-	365	365
Access Cards	1,198	299	-	(299)
Pavilion Rental	1,100	275	-	(275)
Lodge Rental	16,500	4,125	-	(4,125)
<b>TOTAL REVENUES</b>	<b>399,916</b>	<b>353,199</b>	<b>340,149</b>	<b>(13,050)</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
P/R-Board of Supervisors	8,000	2,000	600	1,400
FICA Taxes	612	153	46	107
ProfServ-Legal Services	24,000	6,000	6,000	-
ProfServ-Mgmt Consulting Serv	44,775	11,194	7,835	3,359
ProfServ-Special Assessment	4,637	4,637	-	4,637
Auditing Services	3,250	-	-	-
Postage and Freight	200	50	38	12
Insurance - General Liability	12,364	6,182	5,857	325
Printing and Binding	225	56	16	40
Legal Advertising	1,000	250	159	91
Miscellaneous Services	150	37	63	(26)
Misc-Assessmnt Collection Cost	11,840	10,872	10,188	684
Misc-Contingency	100	25	7	18
Office Supplies	100	25	-	25
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>111,428</b>	<b>41,656</b>	<b>30,984</b>	<b>10,672</b>
<b>Field</b>				
Contr-Landscape-Amenities Area	24,000	6,000	4,675	1,325
R&M-Trees and Trimming	3,000	750	-	750
Misc-Contingency	4,000	1,000	105	895
<b>Total Field</b>	<b>31,000</b>	<b>7,750</b>	<b>4,780</b>	<b>2,970</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Parks and Recreation - General</u></b>				
Payroll-Other	500	125	-	125
Payroll-Maintenance	7,024	1,756	1,684	72
Payroll-Administrative	43,808	10,952	12,590	(1,638)
Payroll - Special Pay	7,500	1,875	-	1,875
FICA Taxes	4,501	1,125	1,173	(48)
Workers' Compensation	4,845	2,423	1,912	511
Contracts-Janitorial Services	2,340	585	200	385
Contracts-Security Services	1,305	326	195	131
Contracts-Fire Exting. Insp.	350	87	175	(88)
Contract-Copier Maintenance	300	75	16	59
Contract-Dumpster Rental	312	78	78	-
Contracts-Pest Control	480	120	73	47
Contracts-Fire Insp Sprinkler System	250	-	-	-
Contract-Website Hosting	350	88	-	88
Communication - Teleph - Field	120	30	-	30
Postage and Freight	55	14	24	(10)
Utility - General	18,677	4,669	4,412	257
Utility - Other	3,238	809	715	94
Electricity - Streetlighting	1,344	336	332	4
Utility - Irrigation	3,600	900	448	452
Utility - Refuse Removal	1,446	362	382	(20)
R&M-General	1,500	375	587	(212)
R&M-Electrical	425	106	52	54
R&M-Roof	360	90	-	90
R&M-Fire Equipment	100	25	-	25
R&M-Plumbing	200	50	-	50
Misc-Contingency	3,000	750	368	382
Misc-Information Technology	660	165	404	(239)
Misc-Mileage Reimbursement	325	81	92	(11)
Office Supplies	2,000	500	207	293
Supplies-Cleaning & Paper	325	81	64	17
Reserves-Lodge	1,650	-	-	-
<b>Total Parks and Recreation - General</b>	<b>112,890</b>	<b>28,958</b>	<b>26,183</b>	<b>2,775</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Swimming Pool</u></b>				
Payroll-Maintenance	14,048	3,512	2,442	1,070
Payroll-Administrative	14,603	3,651	1,409	2,242
Payroll-Pool Attendants	21,243	5,311	-	5,311
FICA Taxes	3,817	954	295	659
Communication - Teleph - Field	800	200	175	25
R&M-General	300	75	30	45
R&M-Electrical	100	25	23	2
R&M-Pools	1,500	375	2,881	(2,506)
Misc-Licenses & Permits	250	-	-	-
Misc-Contingency	3,250	812	-	812
Op Supplies - Pool Chemicals	2,250	563	21	542
Reserve - Pool	16,810	-	-	-
<b>Total Swimming Pool</b>	<b>78,971</b>	<b>15,478</b>	<b>7,276</b>	<b>8,202</b>
<b><u>Fitness Center</u></b>				
Payroll-Maintenance	2,342	586	358	228
Payroll-Administrative	7,301	1,825	786	1,039
FICA Taxes	738	185	87	98
Contracts-Janitorial Services	1,560	390	-	390
Contracts-Fitness Equipment	1,200	300	100	200
Contracts-Pest Control	163	41	36	5
R&M-General	300	75	60	15
R&M-Electrical	100	25	-	25
R&M-Equipment	1,000	250	-	250
Misc-Contingency	300	75	-	75
Supplies-Cleaning & Paper	650	163	-	163
Reserve - Equipment	2,500	-	-	-
<b>Total Fitness Center</b>	<b>18,154</b>	<b>3,915</b>	<b>1,427</b>	<b>2,488</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Park &amp; Grounds</u></b>				
Payroll-Maintenance	23,414	5,854	5,610	244
Payroll-Administrative	7,301	1,825	1,065	760
FICA Taxes	2,350	587	511	76
Contracts-Janitorial Services	1,300	325	-	325
Contracts-Roof	360	90	240	(150)
Contracts-Pest Control	215	54	36	18
R&M-General	2,000	500	(4)	504
R&M-Electrical	175	44	22	22
R&M-Irrigation	1,000	250	-	250
R&M-Backflow Inspection	355	89	-	89
Misc-Contingency	2,500	625	299	326
Supplies-Cleaning & Paper	275	69	20	49
Reserves - Irrigation System	500	-	-	-
Reserve-Mulch	2,000	-	-	-
Reserve - Parking Lot	1,200	-	-	-
Reserve - Playground	2,500	-	-	-
<b>Total Park &amp; Grounds</b>	<b>47,445</b>	<b>10,312</b>	<b>7,799</b>	<b>2,513</b>
<b><u>Reserves</u></b>				
Reserve - CDD Amenity	28	-	-	-
<b>Total Reserves</b>	<b>28</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>399,916</b>	<b>108,069</b>	<b>78,449</b>	<b>29,620</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	245,130	261,700	16,570
Net change in fund balance	\$ -	\$ 245,130	\$ 261,700	\$ 16,570
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>317,040</b>	<b>317,040</b>	<b>317,040</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 317,040</b>	<b>\$ 562,170</b>	<b>\$ 578,740</b>	

**PINEY-Z**

Community Development District

**Supporting Schedules**

**December 31, 2020**

**Non-Ad Valorem Special Assessments - Leon County Tax Collector  
(Monthly Assessment Collection Distributions)  
For the Fiscal Year Ending September 30, 2020**

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost	Gross Amount
ASSESSMENTS LEVIED FY2021				\$ 394,706
Allocation %				100%
11/13/20	3,244	135	100	3,479
11/23/20	40,893	1,704	1,265	43,862
12/23/20	70,589	2,941	2,183	75,714
12/30/20	214,689	8,945	6,640	230,274
				0
<b>TOTAL</b>	<b>\$ 329,415</b>	<b>\$ 13,726</b>	<b>\$ 10,188</b>	<b>\$ 353,328</b>

% COLLECTED 90%

<b>TOTAL OUTSTANDING</b>	<b>\$ 41,378</b>
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**Cash and Investment Report**

*December 31, 2020*

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
<b>GENERAL FUND</b>				
Operating Checking Account	BB&T	Business checking	0.00%	\$350,751
Petty Cash	Petty Cash	Cash	0.00%	\$250
Public Funds Money Market Account	Centennial Bank	Money Market Account	0.40%	\$235,767
			<b>Total</b>	<u><u>\$586,768</u></u>



# Piney-Z CDD

## Bank Reconciliation

**Bank Account No.** 2471 BB&T GF Checking  
**Statement No.** 12-20  
**Statement Date** 12/31/2020

<b>G/L Balance (LCY)</b>	350,751.14	<b>Statement Balance</b>	351,152.06
<b>G/L Balance</b>	350,751.14	<b>Outstanding Deposits</b>	0.00
<b>Positive Adjustments</b>	0.00		
	<hr/>		
<b>Subtotal</b>	350,751.14	<b>Subtotal</b>	351,152.06
<b>Negative Adjustments</b>	0.00	<b>Outstanding Checks</b>	400.92
	<hr/>	<b>Differences</b>	0.00
<b>Ending G/L Balance</b>	350,751.14	<b>Ending Balance</b>	350,751.14
<b>Difference</b>	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>						
12/10/2020	Payment	57716	RICK EVANS	27.14	0.00	27.14
12/22/2020	Payment	57722	COMCAST	238.29	0.00	238.29
12/29/2020	Payment	57724	MARPAN SUPPLY CO., INC.	26.00	0.00	26.00
12/29/2020	Payment	57725	CITY OF TALLAHASSEE	109.49	0.00	109.49
<b>Total Outstanding Checks.....</b>				<b>400.92</b>		<b>400.92</b>

# PINEY-Z COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Bank Account

For the Period from 11/1/20 to 12/31/20

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
<b>BB&amp;T GF CHECKING - (ACCT# XXXXX2471)</b>									
Check	57694	11/05/20	Vendor	ALLWAYS IMPROVING LLC	23537	PREVENTATIVE MAINTENANCE	Contracts-Fitness Equipment	001-534071-57214	\$100.00
Check	57695	11/05/20	Vendor	BB&T	102620-0985	PURCHASES 9/27/20-10/15/20	HOME DEPOT-PLANTS	001-549900-57240	\$78.66
Check	57695	11/05/20	Vendor	BB&T	102620-0985	PURCHASES 9/27/20-10/15/20	MICROSOFT-2 COMPUTERS	001-549942-57201	\$198.00
Check	57695	11/05/20	Vendor	BB&T	102620-0985	PURCHASES 9/27/20-10/15/20	HOME DEPOT-PLANTS	001-549900-57240	\$20.94
Check	57695	11/05/20	Vendor	BB&T	102620-0985	PURCHASES 9/27/20-10/15/20	GO DADDY-HOSTING	001-549942-57201	\$107.88
Check	57695	11/05/20	Vendor	BB&T	102620-0985	PURCHASES 9/27/20-10/15/20	GO DADDY-WEBSITE BACKUP	001-549942-57201	\$23.88
Check	57695	11/05/20	Vendor	BB&T	102620-0985	PURCHASES 9/27/20-10/15/20	GO DADDY-DOMAIN NAME RENEWAL	001-549942-57201	\$18.17
Check	57695	11/05/20	Vendor	BB&T	102620-0985	PURCHASES 9/27/20-10/15/20	GO DADDY-2 COMPUTERS	001-549942-57201	\$167.98
Check	57695	11/05/20	Vendor	BB&T	102620-0985	PURCHASES 9/27/20-10/15/20	DISCOUNT PLAYGROUND-REFUND	001-546001-57240	(\$35.81)
Check	57695	11/05/20	Vendor	BB&T	102620-0985	PURCHASES 9/27/20-10/15/20	LOWES-PLANTS	001-549900-57240	\$41.88
Check	57695	11/05/20	Vendor	BB&T	102620-0985	PURCHASES 9/27/20-10/15/20	LOWES-PARTS, SWING SET REPAIRS	001-546001-57240	\$15.84
Check	57695	11/05/20	Vendor	BB&T	102620-0985	PURCHASES 9/27/20-10/15/20	HOME DEPOT-PLANTS	001-549900-57240	\$59.60
Check	57695	11/05/20	Vendor	BB&T	102620-0985	PURCHASES 9/27/20-10/15/20	HOME DEPOT-TOOLS	001-546001-57201	\$45.97
Check	57695	11/05/20	Vendor	BB&T	102620-0985	PURCHASES 9/27/20-10/15/20	HOME DEPOT-ANT SPRAY	001-546001-57240	\$7.54
Check	57695	11/05/20	Vendor	BB&T	102620-0985	PURCHASES 9/27/20-10/15/20	HOME DEPOT-RUST STRIPPER	001-546001-57201	\$6.97
Check	57695	11/05/20	Vendor	BB&T	102620-0985	PURCHASES 9/27/20-10/15/20	HOME DEPOT-ADHESIVE	001-546001-57214	\$9.97
Check	57695	11/05/20	Vendor	BB&T	102620-0985	PURCHASES 9/27/20-10/15/20	HOME DEPOT-PRIMER	001-546001-57201	\$4.27
Check	57695	11/05/20	Vendor	BB&T	102620-0985	PURCHASES 9/27/20-10/15/20	HOME DEPOT-PLANTS	001-549900-57240	\$59.60
Check	57696	11/05/20	Vendor	FEDEX	7-162-36668	SVC 10/15/20	Postage and Freight	001-541006-51301	\$18.51
Check	57697	11/05/20	Vendor	OFFICE BUSINESS SYSTEMS INC	061356 1	EXCESS BILLING 9/30-10/31/20	Contract-Copier Maintenance	001-534097-57201	\$1.34
Check	57698	11/05/20	Vendor	RICK EVANS	103120	OCT MILEAGE	Misc-Mileage Reimbursement	001-549951-57201	\$40.05
Check	57699	11/12/20	Vendor	RAINBOW OUTDOOR SERVICES	7875	OCT 2020 LANDSCAPE	Contr-Landscape-Amenities Area	001-534053-53901	\$1,625.00
Check	57700	11/12/20	Vendor	CITY OF TALLAHASSEE	103020	SVC 9/29/20-10/28/20	Utility - Irrigation	001-543014-57201	\$159.76
Check	57700	11/12/20	Vendor	CITY OF TALLAHASSEE	103020	SVC 9/29/20-10/28/20	Utility - General	001-543001-57201	\$1,538.95
Check	57700	11/12/20	Vendor	CITY OF TALLAHASSEE	103020	SVC 9/29/20-10/28/20	Utility - Refuse Removal	001-543020-57201	\$127.92
Check	57701	11/12/20	Vendor	LEWIS, LONGMAN, & WALKER, P.A.	MCL-138005	10/2020 PROFESSIONAL SVCS	ProfServ-Legal Services	001-531023-51401	\$2,000.00
Check	57702	11/19/20	Vendor	CENTURYLINK	11112020-4553	SVC 11/11-12/10	Communication - Teleph - Field	001-541005-57205	\$58.42
Check	57703	11/19/20	Vendor	QUALITY FLOOR CLEANING, LLC	8560	DETAIL CLEAN UP	Contracts-Janitorial Services	001-534026-57201	\$200.00
Check	57704	11/24/20	Vendor	CITY OF TALLAHASSEE	111220	SVC 10/13/20-11/12/20	Electricity - Streetlighting	001-543013-57201	\$111.16
Check	57705	11/24/20	Vendor	COMCAST	111120-3478	SVC 11/25/20-12/24/20	Utility - Other	001-543004-57201	\$238.29
Check	57706	11/24/20	Vendor	TALLAHASSEE MEDIA GROUP	0003547847	REVISED NOTICE 10/23/20	Legal Advertising	001-548002-51301	\$159.41
Check	57707	12/01/20	Vendor	DEPARTMENT OF ECONOMIC OPPORTUNITY	82637	FY 2021 fees	Annual District Filing Fee	001-554007-51301	\$175.00
Check	57708	12/03/20	Vendor	INFRAMARK, LLC	57417	MGMT FEES NOV 2020	ProfServ-Mgmt Consulting Serv	001-531027-57201	\$2,611.50
Check	57708	12/03/20	Vendor	INFRAMARK, LLC	57417	MGMT FEES NOV 2020	Postage and Freight	001-541006-51301	\$8.50
Check	57709	12/03/20	Vendor	PREMIER POOLS OF TALLAHASSEE LLC	18133254	CHIPPED OUT SCUM GUTTER DRAIN	R&M-Pools	001-546074-57205	\$275.00
Check	57710	12/08/20	Vendor	GULF COAST LEAK DETECTION	13564	PERFORMED LEAK DETECTION POOL	R&M-Pools	001-546074-57205	\$875.00
Check	57711	12/10/20	Vendor	BB&T	112520-0985	PURCHASES 10/27/20-11/19/20	LOWES-LIGHTING	001-546020-57240	\$21.96
Check	57711	12/10/20	Vendor	BB&T	112520-0985	PURCHASES 10/27/20-11/19/20	LOWES-TAPE	001-546001-57201	\$8.98
Check	57711	12/10/20	Vendor	BB&T	112520-0985	PURCHASES 10/27/20-11/19/20	SUPER SIGNS-PLAYGROUND-COVID	001-549900-57240	\$138.00

# PINEY-Z COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Bank Account

For the Period from 11/1/20 to 12/31/20

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
Check	57711	12/10/20	Vendor	BB&T	112520-0985	PURCHASES 10/27/20-11/19/20	HOME DEPOT-RAKE	001-552009-57205	\$20.98
Check	57711	12/10/20	Vendor	BB&T	112520-0985	PURCHASES 10/27/20-11/19/20	HOME DEPOT-MISTERS TO SANITIZE	001-552083-57201	\$15.96
Check	57711	12/10/20	Vendor	BB&T	112520-0985	PURCHASES 10/27/20-11/19/20	HARBOR FREIGHT -SPRAYER	001-546001-57201	\$99.99
Check	57711	12/10/20	Vendor	BB&T	112520-0985	PURCHASES 10/27/20-11/19/20	LOWES-DISINFECTANT	001-552083-57201	\$19.98
Check	57711	12/10/20	Vendor	BB&T	112520-0985	PURCHASES 10/27/20-11/19/20	LOWES-BREAKER-POOL	001-546020-57205	\$22.68
Check	57711	12/10/20	Vendor	BB&T	112520-0985	PURCHASES 10/27/20-11/19/20	LOWES-BREAKER-STOCK	001-546020-57201	\$22.68
Check	57711	12/10/20	Vendor	BB&T	112520-0985	PURCHASES 10/27/20-11/19/20	GOOGLE-INCREASE STORAGE	001-549942-57201	\$19.99
Check	57711	12/10/20	Vendor	BB&T	112520-0985	PURCHASES 10/27/20-11/19/20	POOL SUPPLY-TRITON LID CLOSURE KITS	001-546074-57205	\$268.98
Check	57711	12/10/20	Vendor	BB&T	112520-0985	PURCHASES 10/27/20-11/19/20	finance charge -will reimburse district	001-549900-57201	\$3.57
Check	57712	12/10/20	Vendor	CAPITAL SECURITY AND	20200688	REPLACE READER GARAGE DOOR	Misc-Contingency	001-549900-57201	\$345.00
Check	57713	12/10/20	Vendor	METAL BUILDING SERVICES INC	14131	CLEANED GUTTER ON THE OPEN BUILDING 11/23/2020	Contracts-Roof	001-534108-57240	\$240.00
Check	57714	12/10/20	Vendor	OFFICE BUSINESS SYSTEMS INC	061661 1	11/2020 EXCESS BILLING	Contract-Copier Maintenance	001-534097-57201	\$9.99
Check	57715	12/10/20	Vendor	RAINBOW OUTDOOR SERVICES	7916	PLAYGROUND MULCH	Misc-Contingency	001-549900-53901	\$104.70
Check	57715	12/10/20	Vendor	RAINBOW OUTDOOR SERVICES	7917	FALL FLOWERS	Contr-Landscape-Amenities Area	001-534053-53901	\$125.00
Check	57715	12/10/20	Vendor	RAINBOW OUTDOOR SERVICES	7915	11/2020 LANDSCAPE MIANT	Contr-Landscape-Amenities Area	001-534053-53901	\$1,300.00
Check	57716	12/10/20	Vendor	RICK EVANS	INEYZ-113020	MILEAGE REIMBURSEMENT FOR 11/9-11/30/2020	Misc-Mileage Reimbursement	001-549951-57201	\$27.14
Check	57717	12/16/20	Vendor	MARPAN SUPPLY CO., INC.	1604595	RENTAL 12/1/20	8/1/2020	001-534098-57201	\$26.00
Check	57718	12/16/20	Vendor	CITY OF TALLAHASSEE	113020	SVC 10/29/20-11/24/20	Utility - Irrigation	001-543014-57201	\$127.97
Check	57718	12/16/20	Vendor	CITY OF TALLAHASSEE	113020	SVC 10/29/20-11/24/20	Utility - General	001-543001-57201	\$1,372.67
Check	57718	12/16/20	Vendor	CITY OF TALLAHASSEE	113020	SVC 10/29/20-11/24/20	Utility - Refuse Removal	001-543020-57201	\$127.92
Check	57719	12/16/20	Vendor	FIRE PROFESSIONALS OF TALLAHASSEE	13667	SEMI-ANNUAL FIRE INSPECTION	Contracts-Fire Exting. Insp.	001-534094-57201	\$175.00
Check	57720	12/16/20	Vendor	LEWIS, LONGMAN, & WALKER, P.A.	MCL-138781	NOV PROFESSIONAL SVC	ProfServ-Legal Services	001-531023-51401	\$2,000.00
Check	57721	12/18/20	Vendor	FLORIDA MUNICIPAL INSURANCE TR	INV-32523-V0D9	2ND INSTALLMENT- FY 20/21	Insurance - General Liability	001-545002-51301	\$2,928.25
Check	57721	12/18/20	Vendor	FLORIDA MUNICIPAL INSURANCE TR	INV-32523-V0D9	2ND INSTALLMENT- FY 20/21	Workers' Compensation	001-524001-57201	\$955.75
Check	57722	12/22/20	Vendor	COMCAST	121120-3478	SVC 12/25/20-1/24/20	Utility - Other	001-543004-57201	\$238.29
Check	57723	12/22/20	Vendor	CENTURYLINK	121120-4553	SVC 12/11/20-1/10/20	Communication - Teleph - Field	001-541005-57205	\$58.42
Check	57724	12/29/20	Vendor	MARPAN SUPPLY CO., INC.	1608334	RENTAL 1/1/21	8/1/2020	001-534098-57201	\$26.00
Check	57725	12/29/20	Vendor	CITY OF TALLAHASSEE	121020	SVC 11/13/20-12/10/20	Electricity - Streetlighting	001-543013-57201	\$109.49
ACH	DD000748	11/10/20	Employee	MELINDA J. PARKER	PAYROLL	November 10, 2020 Payroll Posting			\$2,080.04
ACH	DD000749	11/10/20	Employee	RICKY S EVANS	PAYROLL	November 10, 2020 Payroll Posting			\$1,510.85
ACH	DD000750	11/24/20	Employee	DELORES A. PINCUS	PAYROLL	November 24, 2020 Payroll Posting			\$184.70
ACH	DD000751	11/24/20	Employee	ARTHUR R. KIRBY	PAYROLL	November 24, 2020 Payroll Posting			\$184.70
ACH	DD000752	11/25/20	Employee	MELINDA J. PARKER	PAYROLL	November 25, 2020 Payroll Posting			\$2,080.04
ACH	DD000753	11/25/20	Employee	RICKY S EVANS	PAYROLL	November 25, 2020 Payroll Posting			\$1,536.68
ACH	DD000754	12/09/20	Employee	MELINDA J. PARKER	PAYROLL	December 09, 2020 Payroll Posting			\$2,080.04
ACH	DD000755	12/09/20	Employee	RICKY S EVANS	PAYROLL	December 09, 2020 Payroll Posting			\$1,505.67
ACH	DD000756	12/15/20	Employee	FRANK CICIONE	PAYROLL	December 15, 2020 Payroll Posting			\$184.70
ACH	DD000757	12/23/20	Employee	MELINDA J. PARKER	PAYROLL	December 23, 2020 Payroll Posting			\$2,080.04
ACH	DD000758	12/23/20	Employee	RICKY S EVANS	PAYROLL	December 23, 2020 Payroll Posting			\$1,536.68
ACH	DD000759	12/29/20	Employee	DELORES A. PINCUS	PAYROLL	December 29, 2020 Payroll Posting			\$184.70
ACH	DD000760	12/29/20	Employee	ARTHUR R. KIRBY	PAYROLL	December 29, 2020 Payroll Posting			\$184.70

**PINEY-Z COMMUNITY DEVELOPMENT DISTRICT**

**Payment Register by Bank Account**

For the Period from 11/1/20 to 12/31/20

(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
ACH	DD000761	12/29/20	Employee	FRANK CIONE	PAYROLL	December 29, 2020 Payroll Posting			\$184.70
<b>Account Total</b>									<u><b>\$37,634.73</b></u>

## **Seventh Order of Business**

***Piney-Z Community Development District***  
**CDD Manager's Report**  
**January 14, 2021**  
**for**  
**Meeting of January 25, 2021**

**LODGE/GARAGE**

- pest control service performed on 1-6-21
- fob reader replaced on garage door on 12-4-20, at a cost of \$200. Original had been installed by Sonitrol on 4-30-15, at a cost of \$1,080
- UPS power supply for DVR replaced 12-4-20. It was caught smoking on 11-30-20.
- sign replaced at bottom of pathway to lodge
- semi-annual range hood inspection completed on 12-3-20

**FITNESS CENTER**

- pest control service performed on 1-6-21
- the AED acquired in April 2016 has failed and been returned for repair under warranty
- treadmill repair remains in limbo awaiting a final required part, which will bring repair of each piece to approximately \$495. These units are past their useful life (purchased in September 2010) and will no longer be worthy of repair. As planned, no new equipment has been purchased since October 2017; funds are being reserved to purchase new as necessary.
- completion of re-gluing of the rubber carpet on hold until treadmill repairs are complete

**PAVILION**

- roof and gutters cleaned 11-23-20

## **POOL**

- leak on broken scum gutter identified and repaired by Gulf Coast Leak Detection. Also patched, at no charge, were multiple, additional leaks found around scum gutter grates.
- outstanding work to be completed is the re-plastering with Diamond Brite of the scum gutter skimmer which was earlier uncovered. Broken tiles behind the skimmer will be replaced with existing inventory.
- replacement of two sand filter domes completed by staff
- awaiting Capital Security proposal to repair rear gate, necessary due to a broken wire
- replacement pump drive in “renovated” pump replaced/installed by Premier
- after repeated calls COT came out to repair one of the pole lights in the pool parking lot

## **PLAYGROUND**

- heavy rain required immediate installation of 25 bags of cypress mulch (\$104.70). Much, much more is needed. Vote required to approve use of reserve funds to install mulch on entire playground; upcoming in January.

## **PARK AND GROUNDS**

- the seasonal plants added to the grounds by staff and Rainbow at end of November were partially removed on the night of 12-11-20 by very hungry deer. To the degree possible what was merely pulled out as opposed to eaten was re-installed; the deer were permitted to retain as long as possible what they had dined on.
- treated multiple ant beds around the property

## **GENERAL**

- a dry run with an anti-COVID sanitizing agent has shown the cost, if done in-house, to be \$50, time and materials. This is in addition to the standard, post-event cleaning.
- The FY 22 budget is in round seven of the drafting process. The last major piece can be put in place once the board determines the

preliminary opening schedule and staffing plan, which will be discussed at the meeting of 1-25-21. The budget will be ready in advance of the March meeting, as required.

- Considerable time and effort have been devoted to developing a proposal to address the declining/deteriorating condition of the lodge, both cosmetically and structurally vis a vis the sagging floor. We hope to have a solid proposal ready for the January meeting.

■ **UPDATES SINCE PUBLICATION**

**TBD**

**FEE INCOME @ 12-31-20 (excluding FOBS)**

- Rental fees retained in **calendar year 2020** **\$ 2,125**

\$790 of the total was derived from the Supervisor of Elections for the March, August and November elections, although \$382 of that amount was immediately expended to sanitize the facility. Given the overall income, it is pointless to calculate and shift to the reserve general fund an annual wear and tear contribution.



## **NINTH ORDER OF BUSINESS**

**9A**

# E-Verify

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Company ID Number: \_\_\_\_\_

## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (OHS) and the \_\_\_\_\_ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form 1-9, Employment Eligibility Verification (Form 1-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form 1-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form 1-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form 1-551 (Permanent Resident Card), Form 1-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form 1-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form 1-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form 1-9.

7. The Employer agrees to record the case verification number on the employee's Form 1-9 or to print the screen containing the case verification number and attach it to the employee's Form 1-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms 1-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form 1-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify OHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form 1-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form 1-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form 1-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article 11.6 of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article 11.8. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employers responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verifydhs.ciov](mailto:E-Verifydhs.ciov). Please use "Privacy Incident — Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(1)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting OHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms 1-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form 1-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form 1-9 is complete (including the SSN) and complies with Article II.A.6,
  - H. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form 1-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form 1-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form 1-9 consistent with Article H.A.6 or update the previous Form 1-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form 1-9 complies with Article II.A.6, H.
  - The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - Hi. The Form 1-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form 1-9 is otherwise valid and up-to-date and the form otherwise complies with Article 11.C.5, but reflects documentation (such as a U.S. passport or Form 1-551) that expired after completing Form 1-9, the Employer shall



not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. OHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. OHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless OHS determines that more than 10 days may be necessary. In such cases, OHS will provide additional verification instructions.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form 1-551, Form 1-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and OHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, OHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or OHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between OHS and the

Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888464-4218.**

**Approved by:**

<b>E-Verify Employer</b>	
Name (Please Type or Print)	Title
Signature	Date
<b>Department of Homeland Security — Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date

<b>Information Required for E-Verify</b>	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

Employer Identification Number:	
North American Industry Classification Systems Code:	
Parent Company:	
Number of Employees:	
Number of Sites Verified for:	
Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:	
State	Number of Site(s)
sites	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

# **Eleventh Order of Business**



**11A.**

## **AUDITOR SELECTION PROCESS**

**1. Board will establish an auditor selection committee. The committee can be the entire Board of Supervisors or a committee which includes at least one member of the Board of Supervisors. All meetings of the auditor selection committee must be noticed in the same manner as the regular Board meeting and are subject to the requirements of the Florida Sunshine Law.**

### ***AUDIT COMMITTEE MEETING – 1 – held prior to regularly scheduled meeting***

**2. The auditor selection committee will establish the criteria by which proposals from auditors are evaluated and ranked. The District Manager can (does) recommend evaluation criteria and the ranking system to the committee for consideration.**

**3. The auditor selection committee must publicly announce required for proposals based on the approved criteria and ranking system, [Inframark does this through publication of the RFP approved by the committee in the local paper and via email directly to the auditing firms] and provide interested firms with a request for proposal stating how the proposals are to be evaluated [Inframark provides to interested firms].**

### ***AUDIT COMMITTEE MEETING – 2 – held prior to regularly scheduled meeting***

**4. The selection committee will then evaluate the proposals provided by qualified firms and rank and recommend [during the regular meeting], in order of preference.**

**5. During the regular meeting the committee recommendation will be considered by the Board of Supervisors.**

October 19, 2020

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Select Year: 2020

## The 2020 Florida Statutes

[Title XIV](#)  
TAXATION AND  
FINANCE

[Chapter 218](#)  
FINANCIAL MATTERS PERTAINING TO POLITICAL  
SUBDIVISIONS

[View Entire  
Chapter](#)

### **218.391 Auditor selection procedures.—**

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. [218.39](#).

(2) The governing body of a county, municipality, special district, district school board, charter school, or charter technical career center shall establish an auditor selection committee.

(a) The auditor selection committee for a county must, at a minimum, consist of each of the county officers elected pursuant to the county charter or s. 1(d), Art. VIII of the State Constitution or their respective designees and one member of the board of county commissioners or its designee.

(b) The auditor selection committee for a municipality, special district, district school board, charter school, or charter technical career center must consist of at least three members. One member of the auditor selection committee must be a member of the governing body of an entity specified in this paragraph, who shall serve as the chair of the committee.

(c) An employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may not serve as a member of an auditor selection committee established under this subsection; however, an employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may serve in an advisory capacity.

(d) The primary purpose of the auditor selection committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. [218.39](#); however, the committee may serve other audit oversight purposes as determined by the entity's governing body. The public may not be excluded from the proceedings under this section.

(3) The auditor selection committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be

Home
Senate
House
Citator
Statutes, Constitution, & Laws of Florida
Florida Statutes
Search Statutes
Search Tips
Florida Constitution
Laws of Florida
Legislative & Executive Branch Lobbyists Information Center
Joint Legislative Committees & Other Entities
Historical Committees
Florida Government Efficiency Task Force
Legislative Employment
Legistore
Links

Interpreter Services for the  
Deaf and Hard of Hearing

Finding Florida Grades  
K-5

LIFE AS A LAWMAKER Grades  
6+

determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the auditor selection committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. 218.39 and the needs of the governing body.

(6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.

(7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute

a written contract. The written contract shall, at a minimum, include the following:

- (a) A provision specifying the services to be provided and fees or other compensation for such services.
- (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.
- (c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.
- (8) Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.
- (9) If the entity fails to select the auditor in accordance with the requirements of subsections (3)-(6), the entity must again perform the auditor selection process in accordance with this section to select an auditor to conduct audits for subsequent fiscal years.

**History.**—s. 65, ch. 2001-266; s. 1, ch. 2005-32; s. 15, ch. 2019-15.





**COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year \_\_\_\_\_  
\_\_\_\_\_ County, Florida**

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than \_\_\_\_\_ a.m. on \_\_\_\_\_ at the offices of the District Manager, located at 210 North University Drive, Suite 702, Coral Springs, FL 33071. Proposals will be publicly opened at that time. **USE WESLEY CHAPEL ADDRESS IF CORAL SPRINGS OFFICE IS STILL CLOSED.**

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit \_\_\_\_\_ of the Proposal Documents and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “Auditing Services – \_\_\_\_\_ Community Development District” on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).



**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal
- E. Must perform the audit fieldwork at the office where the District records are maintained.

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid contract award.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.



## **Request for Proposals for Annual Audit Services for \_\_\_\_\_ Community Development District**

The \_\_\_\_\_ Community Development District (the “District”) hereby requests proposals from qualified independent Certified Public Accounting firms for independent annual audits of the District’s general purpose financial statements for the fiscal years ending September 30, 2020, 2021 and 2022.

The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing and maintaining public infrastructure. The District was created by \_\_\_\_\_ County Ordinance and it has issued Capital Improvement Revenue Bonds, Series \_\_\_\_\_, to finance the acquisition and construction of certain improvements for the benefit of the District.

The Auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes and be qualified to conduct audits in accordance with “Government Auditing Standards”, as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General. The firm must perform the audit field work at the office where the District records are maintained.

Proposal packages, which include evaluation criteria and instructions to proposers are available from the District Manager at the address and telephone number listed below.

Proposers must provide seven (7) copies of their proposals as well as (1) electronic copy on a flash drive to Inframark, Attention: Gina Irving, 210 North University Drive, Suite 702, Coral Springs, Florida 33071, Telephone: 954-603-0033 Ext. 40535. Proposals must be received by **11:00 a.m. on \_\_\_**. The envelope must be marked “Auditing Services – \_\_\_\_\_ Community Development District.” Please address all questions regarding this Notice to the District Manager.

\_\_\_\_\_  
\_\_\_\_\_, District Manager



\_\_\_\_\_ **Community Development District** Ranking Sheet for Auditing

Proposals FY 2020

<b>Firm Name <sup>(1)</sup></b>	<b>Ability of Personnel (20 points)</b>	<b>Proposer's Experience (20 points)</b>	<b>Understanding of Scope of Work (20 points)</b>	<b>Ability to Furnish Required Services (20 points)</b>	<b>Fee (20 points)</b>	<b>Ranking</b>

Notes

(1) Firms are listed alphabetically.