**JANUARY 23, 2023** 

**AGENDA PACKAGE** 



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

#### **Piney-Z Community Development District**

#### **Board of Supervisors**

Cheryl Hudson, Chairperson Art Kirby, Vice Chairperson Ann Pincus, Assistant Secretary Joyce Mazzeo, Assistant Secretary Michael "Mike Gomez, Supervisor Bob Nanni, District Manager M. Christopher Lyon, Esq., District Legal Counsel Melinda J. Parker, CDD Manager

Board of Supervisors Meeting Agenda Monday, January 23, 2023 – 6:30 p.m.

- 1. Roll Call
- 2. Pledge of Allegiance
- 3. Organizational Matters
  - A. Oath of Office of Newly Elected Supervisors (Ms. Pincus, Ms. Hudson and Mr. Gomez)
  - B. Election of Officers Resolution 2023-2
- 4. Audience Comments & Supervisor Response(s)
- 5. Consent Agenda
  - A. Approval of the Minutes of the November 21, 2022 Meeting
  - B. Acceptance of the November and December 2022 Financial Statements and Approval of the Check Register and Invoices
  - C. Projects and Contracts
- 6. CDD Manager's Report
- 7. District Manager's Report
- 8. District Attorney's Report
- 9. Old Business
  - A. Discussion of Playground
- 10. New Business
  - A. Discussion of 911 Phone at Pool
- 11. Supervisor Requests
- 12. Adjournment

The next regular meeting is scheduled for Monday, March 27, 2023 at 6:30 p.m.

**District Office:** 

210 N. University Drive, Suite 702 Coraal Srpings, Florida 33071 (954) 603-0033 Meeting Location:
Piney-Z Lodge
950 Piney-Z Plantation Road
Tallahassee, Florida 32311

# **Third Order of Business**

# **3B.**

#### **RESOLUTION 2023-2**

# 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 following the General Election held on November 8, 2022 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:

	Chairman
	Vice Chairman
Bob Nanni	Secretary
Stephen Bloom	Treasurer
Bob Nanni	Assistant Treasurer
	Assistant Secretary
	Assistant Secretary
	Assistant Secretary
ED AND ADOPTED THIS 23 <sup>r</sup>	·

# Fifth Order of Business

# **5A**

The regular meeting of the Board of Supervisors of the Piney-Z Community Development District was held Monday, November 21, 2022 at 6:30 p.m. at the Piney-Z Lodge, 950 Piney-Z Plantation Road, Tallahassee, Florida.

Present and constituting a quorum were:

Cheryl Hudson Chairperson
Art Kirby Vice Chairperson
Ann Pincus Assistant Secretary
Joyce Mazzeo Assistant Secretary

Frank Ciccone Assistant Secretary (via phone)

Also present were:

Andrew Mendenhall

Chris Lyon

Melinda Parker

Rick Evans

District Manager (via phone)

District Counsel (via phone)

CDD Manager (via phone)

Buildings & Grounds Manager

Residents

The following is a summary of the discussions and actions taken.

#### FIRST ORDER OF BUSINESS

**Roll Call** 

The meeting was called to order at 6:32 p.m.

#### SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

On MOTION by Ms. Pincus seconded by Ms. Mazzeo, with all in favor, to allow Mr. Cicione to participate via phone was approved.

#### THIRD ORDER OF BUSINESS

**Audience** Comments

&

**Supervisor Response(s)** 

None.

#### FOURTH ORDER OF BUSINESS

**Consent Agenda** 

- A. Approval of the Minutes of the September 26, 2022 Meeting
- B. Acceptance of the September 2022 and October 2022 Financial Statements and Approval of the Check Register and Invoices

- C. Consideration of Resolution 2023-1 Amending the Budget for FY 2022
- D. Consideration of Motion Assigning Fund Balance for FY 2022

Ms. Pincus MOVED to approve the Consent Agenda and Mr. Kirby seconded the motion.

• Mr. Kirby read Resolution 2023-1 into the record.

On VOICE vote, with all in favor, the Consent Agenda was approved.

#### FIFTH ORDER OF BUSINESS

#### **CDD Manager's Report**

- Ms. Parker provided a final report on the lightning strikes noting the total damages were \$41,835.24. They paid a deductible of \$500, and \$2,400 to bring down two pine trees. To date they have received \$32,263.24, with the outstanding being \$6,672.
- Ms. Parker reported that with the installation of the wireless 911 box at the pool the savings will be \$768 per year.
- Ms. Parker reported she spoke with the Executive Director of the Tallahassee Board of Realtors with regard to complaints received regarding the CDD fee that buyers are being told by realtors no longer exists. The Executive Director was given permission and will be using the explanation on the website and distributing it to his membership.

SIXTH ORDER OF BUSINESS

**District Manager's Report** 

None.

SEVENTH ORDER OF BUSINESS

**District Attorney's Report** 

None.

**EIGHTH ORDER OF BUSINESS** 

**Old Business** 

None.

#### NINTH ORDER OF BUSINESS

**New Business** 

A. Projects for Funding Consideration

• 1. Various pool acquisitions as detailed

Up to \$7,057

Piney-Z CDD

•	2. Chaining of pool parking lot	TBD
•	3. Purchase of 84 lodge chairs	Up to \$4,620
•	4. Pedestals for condensers	Up to \$5,335
•	5. Leveling of concrete @ pavilion	Up to \$1,980
•	6. Leveling of concrete elsewhere	TBD
	(excluding pool deck)	

- 7. Lodge windows -- paint, caulk, iron TBD
- The ornamental iron on the Lodge was discussed. The consensus is to save what they can on the front and do away with the window boxes.

•	8. Pavilion girders and deck	Up to \$15,950
	(includes #5, above)	

- 9. Pavilion deck cracks
   10. Front porch cracks
   TBD
- 11. Kiddie Pool Up to \$15,616
- 12. Playground Tabled
- Discussion ensued regarding the playground contour the land for added interest, include two swings sets and one gazebo as Phase 1.
- Mr. Kirby suggested tabling the playground at this time, but moving forward on the wood rot issues. Include on the agenda after the first of the year for a full discussion.

On MOTION by Mr. Kirby seconded by Ms. Pincus, with all in favor, to move forward with all but the playground at this time was approved.

• Ms. Pincus addressed the hours Ms. Parker spends on these items and noted they are lucky to have her as their manager.

# TENTH ORDER OF BUSINESS Supervisor Requests

- Mr. Kirby thanked Ms. Parker for initiating the Toys for Tots event.
- Mr. Cicione addressed promoting the event to allow people outside the community to participate.

# **ELEVENTH ORDER OF BUSINESS**

# Adjournment

There being no further business,

On MOTION by Ms. Pincus se favor, the meeting was adjourned	conded by Ms. Mazzeo, with all in ed.
Bob Nanni	Chard Hudson
	Cheryl Hudson
Secretary	Chair

# **5B**

# **PINEY-Z**

# **Community Development District**

Financial Report
November 30, 2022

**Prepared by** 



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# **PINEY-Z**

Community Development District

# **Financial Statements**

(Unaudited)

**November 30, 2022** 

#### **Balance Sheet**

November 30, 2022

COUNT DESCRIPTION	TOTAL
cking Account \$	130,016
and/Petty Cash	250
eceivable	6,859
:	
Market Account	172,388
ns	282
TS \$	309,795
ayable \$	7,710
penses	2,644
LITIES	10,354
ICES	
ble:	
Items	282
o:	
ng Reserves	100,378
es - CDD Amenity	27,888
es-Lodge	16,292
es - Park	22,779
es-Pool Equipment	5,511
es-Pool Fence & Deck	20,000
es-Pool Filters & Pumps	3,064
es - Pool Shell	30,000
d:	73,247
BALANCES \$	299,441
LITIES & FUND BALANCES \$	309,795
LITIES & FUND BALANCES \$	

ACCOUNT DESCRIPTION		ANNUAL ADOPTED BUDGET		R TO DATE	YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES						
Interest - Investments	\$	750	\$	462	61.60%	
Interest - Tax Collector		100		-	0.00%	
Special Assmnts- Tax Collector		394,707		30,743	7.79%	
Special Assmnts- Discounts		(15,789)		(1,194)	7.56%	
Other Miscellaneous Revenues		200		500	250.00%	
Access Cards		2,243		72	3.21%	
Pavilion Rental		800		(5)	-0.63%	
Lodge Rental		18,500		2,170	11.73%	
TOTAL REVENUES		401,511		32,748	8.16%	
EXPENDITURES						
Administration						
P/R-Board of Supervisors		6,000		800	13.33%	
FICA Taxes		459		61	13.29%	
ProfServ-Legal Services		24,000		4,000	16.67%	
ProfServ-Mgmt Consulting		31,338		5,223	16.67%	
ProfServ-Recording Secretary		290		-	0.00%	
Auditing Services		3,150		-	0.00%	
Postage and Freight		200		35	17.50%	
Insurance - General Liability		13,243		3,545	26.77%	
Printing and Binding		100		17	17.00%	
Legal Advertising		1,000		-	0.00%	
Miscellaneous Services		250		85	34.00%	
Misc-Assessment Collection Cost		11,841		886	7.48%	
Misc-Contingency		50		-	0.00%	
Office Supplies		50		-	0.00%	
Annual District Filing Fee		175		175	100.00%	
Total Administration		92,146		14,827	16.09%	
<u>Field</u>						
Contr-Landscape-Amenities Area		25,440		2,756	10.83%	
R&M-Trees and Trimming		3,000		-	0.00%	
Misc-Contingency		2,500			0.00%	
Total Field		30,940		2,756	8.91%	

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD
Parks and Recreation			
Payroll-Other	6,240	1,320	21.15%
Payroll-Maintenance	7,587	2,541	33.49%
Payroll-Administrative	57,810	9,035	15.63%
FICA Taxes	5,480	987	18.01%
Workers' Compensation	4,031	1,003	24.88%
Contracts-Janitorial Services	2,808	520	18.52%
Contracts-Security Services	1,230	195	15.85%
Contracts-Fire Exting. Insp.	350	-	0.00%
Contract-Copier Maintenance	150	20	13.33%
Contract-Dumpster Rental	312	57	18.27%
Contracts-Pest Control	441	73	16.55%
Contracts-Fire Insp Sprinkler System	200	-	0.00%
Contracts-Archival of E-mails	1,435	269	18.75%
Contract-Website Hosting	243	164	67.49%
Communication - Teleph - Field	125	-	0.00%
Postage and Freight	58	15	25.86%
Utility - General	22,194	3,257	14.68%
Utility - Other	3,001	509	16.96%
Electricity - Streetlights	1,418	271	19.11%
Utility - Irrigation	4,058	988	24.35%
Utility - Refuse Removal	1,640	285	17.38%
R&M-General	1,000	95	9.50%
R&M-Electrical	350	7	2.00%
R&M-Roof	480	-	0.00%
R&M-Fire Equipment	50	-	0.00%
R&M-Plumbing	100	14	14.00%
Misc-Contingency	3,000	71	2.37%
Information Technology	500	-	0.00%
Mileage Reimbursement	350	64	18.29%
Office Supplies	2,000	676	33.80%
Supplies-Cleaning & Paper	400	40	10.00%
Reserves-Lodge	3,420		0.00%
Total Parks and Recreation	132,461	22,476	16.97%

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD
Swimming Pool			
Payroll-Maintenance	11,127	1,237	11.12%
Payroll-Administrative	8,320	1,053	12.66%
Payroll-Pool Attendants	23,406	1,034	4.42%
FICA Taxes	3,278	254	7.75%
Contracts-Pest Control	75	-	0.00%
Communication - Teleph - Field	869	63	7.25%
R&M-General	325	-	0.00%
R&M-Electrical	75	-	0.00%
R&M-Pools	2,000	-	0.00%
Misc-Licenses & Permits	250	-	0.00%
Misc-Contingency	4,000	-	0.00%
Op Supplies - Pool Chemicals	2,500	79	3.16%
Reserve - Pool	21,050		0.00%
Total Swimming Pool	77,275	3,720	4.81%
Fitness Center			
Payroll-Maintenance	4,552	249	5.47%
Payroll-Administrative	6,943	263	3.79%
FICA Taxes	879	39	4.44%
Contracts-Janitorial Services	1,872	468	25.00%
Contracts-Fitness Equipment	1,500	250	16.67%
Contracts-Pest Control	272	36	13.24%
R&M-General	200	-	0.00%
R&M-Electrical	75	45	60.00%
R&M-Equipment	1,500	-	0.00%
Misc-Contingency	500	-	0.00%
Supplies-Cleaning & Paper	450		0.00%
Total Fitness Center	18,743	1,350	7.20%

## General Fund

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

ACCOUNT DESCRIPTION	ANNI ADOF BUD	TED	R TO DATE	YTD ACTUAL AS A % OF ADOPTED BUD
Park & Grounds				
Payroll-Maintenance		27,309	2,796	10.24%
Payroll-Administrative		5,784	263	4.55%
FICA Taxes		2,532	234	9.24%
Contracts-Janitorial Services		1,560	182	11.67%
Contracts-Roof		480	-	0.00%
Contracts-Pest Control		145	36	24.83%
R&M-General		1,500	286	19.07%
R&M-Electrical		250	10	4.00%
R&M-Irrigation		750	275	36.67%
R&M-Backflow Inspection		225	-	0.00%
Misc-Contingency		1,650	17	1.03%
Supplies-Cleaning & Paper		275	_	0.00%
Reserves - Irrigation System		500	_	0.00%
Reserve-Mulch		4,000	_	0.00%
Reserve - Parking Lot		1,200	_	0.00%
Reserve - Pavilion		1,500	_	0.00%
Total Park & Grounds		49,660	4,099	8.25%
<u>Reserves</u>				
Reserve - CDD Amenity		286	<u>-</u>	0.00%
Total Reserves		286	-	0.00%
TOTAL EXPENDITURES & RESERVES	Δ	01,511	49,228	12.26%
TOTAL EXI ENDITORES & RESERVES		01,011	43,220	12.2070
Excess (deficiency) of revenues				
Over (under) expenditures			(16,480)	0.00%
Net change in fund balance	\$	_	\$ (16,480)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)	3	15,921	315,921	
FUND BALANCE, ENDING	\$ 3	15,921	\$ 299,441	

## **PINEY-Z**

Community Development District

**Supporting Schedules** 

**November 30, 2022** 

#### Non-Ad Valorem Special Assessments - Leon County Tax Collector (Monthly Assessment Collection Distributions) For the Fiscal Year Ending September 30, 2023

	Net		Discount /					
Date	Amour	nt	(Penalties)	(	Collection	Gross	(	General
Received	Receive	ed	Amount		Cost	Amount		Fund
ASSESSME Allocation %		D FY 2	023			\$ 394,706 100%	\$	394,706 100%
11/10/22	3,	347	139		104	3,590		3,590
11/30/22	25,	315	1,055		783	27,152		27,152
TOTAL	\$ 28,	662 \$	1,194	\$	886	\$ 30,743	\$	30,743
% COLLECT	ΓED					8%		8%
TOTAL OU	TSTANDIN	G				\$ 363,964	\$	363,964

# **Cash and Investment Report**

## November 30, 2022

Account Name	Bank Name	Investment Type	<u>Yield</u>	<u>Balance</u>
GENERAL FUND				
Operating Checking Account	Truist	Business checking	0.00%	\$130,016
Petty Cash	Petty Cash	Cash	0.00%	\$250
Public Funds Money Market Account	Centennial Bank	Money Market Account	1.75%	\$172,388
			Total =	\$302,654

# Piney-Z CDD

Bank Reconciliation

Bank Account No. 2471 TRUIST (BB&T) GF Checking

 Statement No.
 11-22

 Statement Date
 11/30/2022

137,145.25	Statement Balance	130,016.48	G/L Balance (LCY)
0.00	Outstanding Deposits	130,016.48	G/L Balance
		0.00	Positive Adjustments
137,145.25	Subtotal		_
7,128.77	Outstanding Checks	130,016.48	Subtotal
0.00	Differences	0.00	Negative Adjustments
	_		_
130,016.48	Ending Balance	130,016.48	Ending G/L Balance

Difference 0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstandir	ng Checks					
10/25/2022	Payment	58179	CAPITAL SECURITY AND	4,422.00	0.00	4,422.00
11/1/2022	Payment	58181	ALLWAYS IMPROVING LLC	125.00	0.00	125.00
11/23/2022	Payment	58198	CAPITAL SECURITY AND	195.00	0.00	195.00
11/29/2022	Payment	58201	CITY OF TALLAHASSEE	135.80	0.00	135.80
11/29/2022	Payment	58202	COMCAST	253.69	0.00	253.69
11/29/2022	Payment	58203	TRIBE PAPER COMPANY	1,969.20	0.00	1,969.20
11/30/2022	Payment	58204	MARPAN SUPPLY CO., INC.	28.08	0.00	28.08
Total	Outstanding	Checks		7,128.77		7,128.77

## **PINEY-Z**

**Community Development District** 

**Check Register and Invoices** 

October 1 - November 30, 2022

#### **Payment Register by Bank Account**

For the Period from 10/1/22 to 11/30/22 (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
TRUIST	(BB&T) GF (	CHECKING	- (ACCT#	XXXXX2471)					
Check	58160	10/06/22	Vendor	ALLWAYS IMPROVING LLC	28444	PREVENTATIVE MAINT SEPT 2022	Contracts-Fitness Equipment	001-534071-57214	\$125.00
Check	58161	10/06/22	Vendor	BENSON'S HEATING AND AIR CONDITIONING, INC	127577557	REPL 3-ZONE REMOTE KIT - HEIL/ZONE BOARD	R&M-General	001-546001-57201	\$1,375.00
Check	58162	10/06/22	Vendor	CAPITAL SECURITY AND	20191365	REPAIR POOL GATE-LIGHTNING	Misc-Contingency	001-549900-57201	\$875.00
Check	58163	10/06/22	Vendor	COMPLETE I.T SERVICE SOLUTIONS	9521	GOOGLE EMAIL W/VAULT	Contracts-Archival of E-mails	001-534176-57201	\$134.55
Check	58164	10/06/22	Vendor	OFFICE BUSINESS SYSTEMS INC	IN8720	8/30/22-9/29/22	Contract-Copier Mantenance	001-534097-57201	\$5.60
Check	58165	10/06/22	Vendor	RAINBOW OUTDOOR SERVICES	8787	MULCH INSTALL FALL 2022	Contr-Landscape-Amenities Area	001-534053-53901	\$2.786.54
Check	58165	10/06/22	Vendor	RAINBOW OUTDOOR SERVICES	8788	LANDSCAPE SEPT 2022	Contr-Landscape-Amenities Area	001-534053-53901	\$1,722.50
Check	58166	10/06/22	Vendor	SUPERIOR AF CLEANING LLC	001	WEEKLY CLEANING	Contracts-Janitorial Services	001-534026-57201	\$156.00
Check	58166	10/06/22	Vendor	SUPERIOR AF CLEANING LLC	001	WEEKLY CLEANING	Contracts-Janitorial Services	001-534026-57214	\$156.00
Check	58166	10/06/22	Vendor	SUPERIOR AF CLEANING LLC	001	WEEKLY CLEANING	Contracts-Janitorial Services	001-534026-57240	\$78.00
Check	58167	10/13/22			PAYROLL	October 13, 2022 Payroll Posting	Contracto dantena Corvicco	001 001020 01210	\$590.22
Check	58168	10/12/22	Vendor	CAPITAL SECURITY AND	20191368	REPLACE PAVILLION CAMERA/SWITCH	Misc-Contingency	001-549900-57201	\$650.00
Check	58168	10/12/22	Vendor	CAPITAL SECURITY AND	20191369	INSTALL 2 CAMERAS AT LODGE	Misc-Contingency	001-549900-57201	\$550.00
Check	58169	10/12/22	Vendor	CITY OF TALLAHASSEE	093022	SVC 8/30/22-9/28/22	Utility - Irrigation	001-543014-57201	\$229.46
Check	58169	10/12/22	Vendor	CITY OF TALLAHASSEE	093022	SVC 8/30/22-9/28/22	Utility - General	001-543001-57201	\$1,386.81
Check	58169	10/12/22	Vendor	CITY OF TALLAHASSEE	093022	SVC 8/30/22-9/28/22	Utility - Refuse Removal	001-543020-57201	\$1,300.01
Check	58170	10/12/22	Vendor	INFRAMARK (DE), LLC	83095	MGMT FEES SEPTEMBER 2022	ProfServ-Mgmt Consulting Serv	001-543020-57201	\$2.611.50
	58170	10/12/22	Vendor	. ,	83095	MGMT FEES SEPTEMBER 2022	Postage and Freight	001-531027-51201	\$2,611.50
Check	58171	10/12/22		INFRAMARK (DE), LLC	093022		0		\$25.06
Check	58172		Vendor	RICK EVANS		SEPT MILEAGE	Misc-Mileage Reimbursement	001-549951-57201	\$459.92
Check		10/12/22	Vendor	TALLAHASSEE MEDIA GROUP	0004796752	6/30/22-7/7/22 ADVERTISING	Legal Advertising	001-548002-51301	
Check	58172	10/12/22	Vendor	TALLAHASSEE MEDIA GROUP	0004647141	5/18/22-NOTICE OF QUALIFYING	Legal Advertising	001-548002-51301	\$79.91
Check	58173	10/12/22	Vendor	TRUIST (BB&T)	092622-0985	PURCHASES 9/4/22-9/23/22	AMAZON-BINDERS	001-551002-57201	\$27.49
Check	58173	10/12/22	Vendor	TRUIST (BB&T)	092622-0985	PURCHASES 9/4/22-9/23/22	HOME DEPOT-ANT KILLER	001-546001-57240	\$8.97
Check	58173	10/12/22	Vendor	TRUIST (BB&T)	092622-0985	PURCHASES 9/4/22-9/23/22	HOME DEPOT-CORNER DUSTER	001-552083-57201	\$9.97
Check	58173	10/12/22	Vendor	TRUIST (BB&T)	092622-0985	PURCHASES 9/4/22-9/23/22	HOME DEPOT-2 TARPS	001-546001-57201	\$61.56
Check	58173	10/12/22	Vendor	TRUIST (BB&T)	092622-0985	PURCHASES 9/4/22-9/23/22	SAM CLUB-CLEANING SUPPLIES -LODGE	001-552083-57201	\$21.12
Check	58173	10/12/22	Vendor	TRUIST (BB&T)	092622-0985	PURCHASES 9/4/22-9/23/22	SAM CLUB-CLEANING SUPPLIES -FITNESS	001-552083-57214	\$21.11
Check	58173	10/12/22	Vendor	TRUIST (BB&T)	092622-0985	PURCHASES 9/4/22-9/23/22	SAM CLUB-CLEANING SUPPLIES -GROUNDS	001-552083-57240	\$21.11
Check	58173	10/12/22	Vendor	TRUIST (BB&T)	092622-0985	PURCHASES 9/4/22-9/23/22	SAM CLUB-CLEANING SUPPLIES -MOP BUCKET	001-552083-57201	\$48.94
Check	58173	10/12/22	Vendor	TRUIST (BB&T)	092622-0985	PURCHASES 9/4/22-9/23/22	HOME DEPOT-TRASH BAGS-LODGE	001-552083-57201	\$5.97
Check	58173	10/12/22	Vendor	TRUIST (BB&T)	092622-0985	PURCHASES 9/4/22-9/23/22	HOME DEPOT-TRASH BAGS-PAVILLION	001-552083-57240	\$5.97
Check	58173	10/12/22	Vendor	TRUIST (BB&T)	092622-0985	PURCHASES 9/4/22-9/23/22	HOME DEPOT-LIGHT BULBS	001-546020-57205	\$11.78
Check	58173	10/12/22	Vendor	TRUIST (BB&T)	092622-0985	PURCHASES 9/4/22-9/23/22	HOME DEPOT-WORK GLOVES	001-546001-57240	\$12.67
Check	58173	10/12/22	Vendor	TRUIST (BB&T)	092622-0985	PURCHASES 9/4/22-9/23/22	PRECISION LOCKSMITH-KEYS COPIES	001-546001-57201	\$13.70
Check	58173	10/12/22	Vendor	TRUIST (BB&T)	092622-0985	PURCHASES 9/4/22-9/23/22	LOWES-TOILET REPAIR	001-546250-57201	\$41.62
Check	58173	10/12/22	Vendor	TRUIST (BB&T)	092622-0985	PURCHASES 9/4/22-9/23/22	LOWES-FLOOR CLEANER	001-552083-57201	\$19.98
Check	58174	10/19/22	Vendor	PINEY Z HOMEOWNERS ASSOCIATION	21133	LEASE OF PLAYGROUND	Misc-Contingency	001-549900-57240	\$1.00
Check	58175	10/21/22	Vendor	CITY OF TALLAHASSEE	10122022	SVC 9/15-10/12/22	Electricity - Streetlighting	001-543013-57201	\$135.07
Check	58176	10/21/22	Vendor	COMCAST	101122-53478	SERV 9/25-10/24/22	Utility - Other	001-543004-57201	\$253.69
Check	58177	10/21/22	Vendor	LEWIS, LONGMAN, & WALKER, P.A.	MCL-149189	PROFESSIONAL SVCS 09/2022	ProfServ-Legal Services	001-531023-51401	\$2,000.00
Check	58178	10/21/22	Vendor	TRIBE PAPER COMPANY	IN107016	POOL SUPPLIES	Op Supplies - Pool Chemicals	001-552009-57205	\$78.90
Check	58179	10/25/22	Vendor	CAPITAL SECURITY AND	20191360	CAMERA REPAIRS POOL AREA-LIGHTNING	Misc-Contingency	001-549900-57201	\$4,422.00
Check	58180	11/01/22	Vendor	1ST CHOICE PEST SERVICES	47448	QTRLY PEST SVC	Contract-Pest Control	001-534125-57201	\$72.50
Check	58180	11/01/22	Vendor	1ST CHOICE PEST SERVICES	47448	QTRLY PEST SVC	Contract-Pest Control	001-534125-57214	\$36.25

#### **Payment Register by Bank Account**

For the Period from 10/1/22 to 11/30/22 (Sorted by Check / ACH No.)

Pymt	Check /	l	Payee	_	T		1	2,, , , , ,	Amount
Type	ACH No.	Date	Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Paid
		•	•	•	•	•	•	•	
Check	58180	11/01/22	Vendor	1ST CHOICE PEST SERVICES	47448	QTRLY PEST SVC	Contract-Pest Control	001-534125-57240	\$36.25
Check	58181	11/01/22	Vendor	ALLWAYS IMPROVING LLC	28601	PREVENTATIVE MAINT OCT 2022	Contracts-Fitness Equipment	001-534071-57214	\$125.00
Check	58182	11/01/22	Vendor	CAPITAL SECURITY AND	20191376	REPLACE POOL 911 CALL BOX-LIGHTNING	Misc-Contingency	001-549900-57201	\$725.00
Check	58183	11/01/22	Vendor	COMPLETE I.T SERVICE SOLUTIONS	9700	GOOGLE EMAIL W/VAULT	Contracts-Archival of E-mails	001-534176-57201	\$134.55
Check	58184	11/01/22	Vendor	DEPARTMENT OF ECONOMIC OPPORTUNITY	86370	FY 2023 Fees	Annual District Filing Fee	001-554007-51301	\$175.00
Check	58185	11/01/22	Vendor	INFRAMARK (DE), LLC	84666	MGMT FEES OCT 2022	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$2,611.50
Check	58185	11/01/22	Vendor	INFRAMARK (DE), LLC	84666	MGMT FEES OCT 2022	Postage and Freight	001-541006-51301	\$19.38
Check	58186	11/01/22	Vendor	MARPAN SUPPLY CO., INC.	1697806	MTHLY RENTAL 11/1/22	Contract-Dumpster Rental	001-534098-57201	\$28.08
Check	58187	11/03/22	Vendor	CAPITAL SECURITY AND	20191381A	COMMERCIAL MONT-JULY-SEPT 22	COMMERCIAL MONT JULY-SEPT	001-534037-57201	\$195.00
Check	58188	11/03/22	Vendor	RAINBOW OUTDOOR SERVICES	8863	LANDSCAPE OCT 2022	Contr-Landscape-Amenities Area	001-534053-53901	\$1,378.00
Check	58189	11/08/22	Vendor	JAYASREE KASTURY	110222	REFUND 1/2 RENTAL FEE 11/27/22	Lodge Rentals	369943	\$125.00
Check	58190	11/08/22	Vendor	OFFICE BUSINESS SYSTEMS INC	IN9112	9/30/22-10/29/22	Contract-Copier Mantenance	001-534097-57201	\$9.06
Check	58191	11/08/22	Vendor	RICK EVANS	103122	MILEAGE OCT 2022	Misc-Mileage Reimbursement	001-549951-57201	\$27.15
Check	58192	11/08/22	Vendor	SUPERIOR AF CLEANING LLC	003	WEEKLY CLEANING OCTOBER 2022	Contracts-Janitorial Services	001-534026-57201	\$260.00
Check	58192	11/08/22	Vendor	SUPERIOR AF CLEANING LLC	003	WEEKLY CLEANING OCTOBER 2022	Contracts-Janitorial Services	001-534026-57214	\$260.00
Check	58192	11/08/22	Vendor	SUPERIOR AF CLEANING LLC	003	WEEKLY CLEANING OCTOBER 2022	Contracts-Janitorial Services	001-534026-57240	\$130.00
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	SAMS-CLEANING/PAPER TOWELS	001-552083-57240	\$31.98
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	SAMS-CLEANING SUPPLIES	001-552083-57201	\$23.06
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	SAMS-TAX REFUND	001-552083-57201	(\$5.45)
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	CIRCLE K- FUEL FOR EQUIPMENT	001-546001-57240	\$17.55
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	GO DADDY-DOMAIN NAME	001-534384-57201	\$20.17
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	GO DADDY-WEB HOSTING	001-534384-57201	\$107.88
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	GO DADDY-WEB BACKUP	001-534384-57201	\$35.88
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0305	PURCHASES 9/26/22-10/18/22	MICROSOFT-RENEWAL OFFICE 365	001-551002-57201	\$198.00
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0305	PURCHASES 9/26/22-10/18/22	AMAZON-OFFICE SUPPLIES	001-551002-57201	\$36.46
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0305	PURCHASES 9/26/22-10/18/22	MICROSOFT-UNAUTHORIZED CHARGE- CORRECTION	001-551002-57201	(\$198.00)
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0305	PURCHASES 9/26/22-10/18/22	CARBONITE-CLOUD STORAGE	001-551002-57201	\$167.98
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	AMAZON-OFFICE SUPPLIES	001-551002-57201	\$11.36
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0965	PURCHASES 9/26/22-10/10/22	WALMART-MOUSE TRAPS	001-546001-57201	\$3.28
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0965	PURCHASES 9/26/22-10/10/22	AMAZON-OFFICE SUPPLIES	001-551002-57201	\$3.26 \$126.36
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0965	PURCHASES 9/26/22-10/16/22	HOME DEPOT-CLOSET REPAIRS	001-546001-57201	\$25.62
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0965	PURCHASES 9/26/22-10/16/22	HOME DEPOT-CLOSET REPAIRS HOME DEPOT-HOSE REPAIR	001-546001-57201	\$23.02 \$4.36
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0965	PURCHASES 9/26/22-10/16/22	MICROSOFT- UNAUTHORIZED CHARGE	001-551002-57201	\$4.30 \$198.00
Check	58193	11/06/22	Vendor	,	102522-0965	PURCHASES 9/26/22-10/16/22 PURCHASES 9/26/22-10/18/22	SAMS- CLEANING SUPPLIES		\$196.00 \$23.05
Check	58194	11/06/22	Vendor	TRUIST (BB&T) CITY OF TALLAHASSEE				001-552083-57214	\$23.05 \$394.92
					103122	SVC 9/29/22-10/27/22	Utility - Irrigation	001-543014-57201	
Check	58194	11/14/22	Vendor	CITY OF TALLAHASSEE	103122	SVC 9/29/22-10/27/22	Utility - General	001-543001-57201	\$1,351.22
Check	58194	11/14/22	Vendor	CITY OF TALLAHASSEE	103122	SVC 9/29/22-10/27/22	Utility - Refuse Removal	001-543020-57201	\$142.46
Check	58195	11/14/22	Vendor	FEDEX	7-932-90024	SVC 10/25/22	Postage and Freight	001-541006-57201	\$15.38
Check	58196	11/14/22	Vendor	LEWIS, LONGMAN, & WALKER, P.A.	MCL-149557	PROFESSIONAL SVCS 10/2022	ProfServ-Legal Services	001-531023-51401	\$2,000.00
Check	58197	11/16/22	Vendor	KEY HEATING AND COOLING	14751	REPLACE CRACKED EVAPORATOR DRAIN	R&M-General	001-546001-57201	\$752.08
Check	58198	11/23/22	Vendor	CAPITAL SECURITY AND	20191396	COMMERCIAL MONITORING - OCT-DEC 2022	Contracts-Security Services	001-534037-57201	\$195.00
Check	58199	11/23/22	Vendor	MARPAN SUPPLY CO., INC.	110422	FINANCE CHARGES	Contract-Dumpster Rental	001-534098-57201	\$1.00
Check	58200	11/23/22	Vendor	PUNAM PATEL	111022	UNUSED DAMAGE DEPOSIT	Pavilion Rental	369942	\$345.00
Check	58201	11/29/22	Vendor	CITY OF TALLAHASSEE	11102022	SVC 10/13-11/10/22	Electricity - Streetlighting	001-543013-57201	\$135.80
Check	58202	11/29/22	Vendor	COMCAST	111122-53478	SERV 11/25-12/24/22	Utility - Other	001-543004-57201	\$253.69
Check	58203	11/29/22	Vendor	TRIBE PAPER COMPANY	IN106592	POOL SUPPLIES	Op Supplies - Pool Chemicals	001-552009-57205	\$1,969.20

#### Payment Register by Bank Account

For the Period from 10/1/22 to 11/30/22 (Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
Check ACH	58204 DD000987 DD000988 DD000990 DD000991 DD000992 DD000993 DD000994 DD000995 DD000996 DD000999 DD001003 DD001004 DD001005 DD001006 DD001007 DD001008 DD001009	11/30/22 10/03/22 10/12/22 10/12/22 10/12/22 10/12/22 10/26/22 10/26/22 10/26/22 11/09/22 11/09/22 11/09/22 11/23/22 11/23/22 11/23/22 11/23/22 11/29/22 11/29/22	Employee	MARPAN SUPPLY CO., INC. FRANK CICIONE JANET T. NORTON RACHAEL WOODY MELINDA J. PARKER RICKY S EVANS JANET T. NORTON RACHAEL WOODY MELINDA J. PARKER RICKY S EVANS JANET T. NORTON MELINDA J. PARKER RICKY S EVANS JANET T. NORTON MELINDA J. PARKER RICKY S EVANS CENTURYLINK JANET T. NORTON MELINDA J. PARKER RICKY S EVANS CENTURYLINK JANET T. NORTON MELINDA J. PARKER RICKY S EVANS OF T. NORTON MELINDA J. PARKER RICKY S EVANS DYONE R. HILLIARD-MAZZEO DELORES A. PINCUS ARTHUR R. KIRBY FRANK CICIONE	1701439 PAYROLL 101122-4553 ACH PAYROLL	MTHLY RENTAL 12/1/22 October 03, 2022 Payroll Posting October 12, 2022 Payroll Posting October 26, 2022 Payroll Posting November 09, 2022 Payroll Posting November 09, 2022 Payroll Posting November 09, 2022 Payroll Posting SVC 10/11/22-11/10/22 November 23, 2022 Payroll Posting November 29, 2022 Payroll Posting	Contract-Dumpster Rental  Communication - Teleph - Field	001-534098-57201 001-541005-57205 Account Total	\$28.08 \$184.70 \$332.46 \$911.34 \$2,190.13 \$1,657.45 \$387.87 \$132.52 \$2,249.50 \$1,702.91 \$332.46 \$2,249.50 \$1,680.57 \$63.44 \$332.46 \$2,249.50 \$1,591.25 \$1,470 \$184.70 \$184.70
CENTEN Check	INIAL GF M	<b>MA - (ACC</b> 11/08/22	<b>T# XXXXX</b> Vendor	5680) PINEY Z CDD	110122-5	TFR CENTENNIAL MMA TO TRUIST	Cash with Fiscal Agent	103000	\$30,000.00
								Account Total	\$30,000.00

Total Amount Paid	\$85,128.11

ľ	Total Amount Paid - Breakdowi	n by Fund	
Γ	Fund		Amount
ſ	General Fund - 001		85,128.11
I		Total	85,128.11

#### **MEMORANDUM**

TO: Board of Supervisors, Piney-Z CDDFROM: Sonia Rowley, District AccountantCC: Bob Nanni, District Manager

DATE: January 9, 2023 SUBJECT: December Financials

Please find attached the December 2022 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.

#### **General Fund**

#### Fund Balance

- Assigned Reserves: The balances have been adjusted to reflect the new total of \$225,912
- Unassigned Balance: Represents the General Fund in excess of nonspendable, restricted, committed and assigned fund balance.

Total Revenues for the General Fund were at 89% of adopted budget. This is typical for this time of year.

■ The YTD Non-Ad Valorem assessments collections are at 93%.

Total Expenditures through December were at 22% of adopted budget.

# **PINEY-Z**

**Community Development District** 

Financial Report

December 31, 2022

**Prepared by** 



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# **PINEY-Z**

Community Development District

**Financial Statements** 

(Unaudited)

**December 31, 2022** 

# **Balance Sheet**

December 31, 2022

ACCOUNT DESCRIPTION	TOTAL		
<u>ASSETS</u>			
Cash - Checking Account	\$	416,310	
Cash On Hand/Petty Cash		250	
Accounts Receivable		6,859	
Accounts Receivable - Other		37	
Investments:			
Money Market Account		172,636	
TOTAL ASSETS	\$	596,092	
<u>LIABILITIES</u>			
Accounts Payable	\$	8,835	
Accrued Expenses		4,161	
TOTAL LIABILITIES		12,996	
FUND BALANCES			
Assigned to:			
Operating Reserves		100,378	
Reserves - CDD Amenity		27,888	
Reserves-Lodge		16,292	
Reserves - Park		22,779	
Reserve-Pool Acid Wash		2,100	
Reserves-Pool Equipment		3,411	
Reserves-Pool Fence & Deck		20,000	
Reserves-Pool Filters & Pumps		3,064	
Reserves - Pool Shell		30,000	
Unassigned:		357,184	
TOTAL FUND BALANCES	\$	583,096	
TOTAL LIABILITIES & FUND BALANCES	\$	596,092	

For the Period Ending December 31, 2022

ACCOUNT DESCRIPTION	Α	ANNUAL DOPTED BUDGET	TO DATE	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$	750	\$ 713	95.07%
Interest - Tax Collector		100	-	0.00%
Special Assmnts- Tax Collector		394,707	365,767	92.67%
Special Assmnts- Discounts		(15,789)	(14,209)	89.99%
Other Miscellaneous Revenues		200	155	77.50%
Access Cards		2,243	99	4.41%
Pavilion Rental		800	340	42.50%
Lodge Rental		18,500	3,135	16.95%
TOTAL REVENUES		401,511	356,000	88.67%
<u>EXPENDITURES</u>				
Administration				
P/R-Board of Supervisors		6,000	800	13.33%
FICA Taxes		459	61	13.29%
ProfServ-Legal Services		24,000	6,000	25.00%
ProfServ-Mgmt Consulting		31,338	7,835	25.00%
ProfServ-Recording Secretary		290	-	0.00%
Auditing Services		3,150	_	0.00%
Postage and Freight		200	51	25.50%
Insurance - General Liability		13,243	7,089	53.53%
Printing and Binding		100	17	17.00%
Legal Advertising		1,000	-	0.00%
Miscellaneous Services		250	112	44.80%
Misc-Assessment Collection Cost		11,841	10,547	89.07%
Misc-Contingency		50	-	0.00%
Office Supplies		50	-	0.00%
Annual District Filing Fee		175	175	100.00%
Total Administration		92,146	32,687	35.47%
<u>Field</u>				
Contr-Landscape-Amenities Area		25,440	4,479	17.61%
R&M-Trees and Trimming		3,000	_	0.00%
Misc-Contingency		2,500	-	0.00%
Total Field		30,940	4,479	14.48%

For the Period Ending December 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD
Parks and Recreation			
Payroll-Other	6,240	2,040	32.69%
Payroll-Maintenance	7,587	4,208	55.46%
Payroll-Administrative	57,810	14,191	24.55%
FICA Taxes	5,480	1,564	28.54%
Workers' Compensation	4,031	2,007	49.79%
Contracts-Janitorial Services	2,808	780	27.78%
Contracts-Security Services	1,230	195	15.85%
Contracts-Fire Exting. Insp.	350	195	55.71%
Contract-Copier Maintenance	150	31	20.67%
Contract-Dumpster Rental	312	85	27.24%
Contracts-Pest Control	441	73	16.55%
Contracts-Fire Insp Sprinkler System	200	-	0.00%
Contracts-Archival of E-mails	1,435	404	28.15%
Contract-Website Hosting	243	164	67.49%
Communication - Teleph - Field	125	-	0.00%
Postage and Freight	58	30	51.72%
Utility - General	22,194	4,657	20.98%
Utility - Other	3,001	762	25.39%
Electricity - Streetlights	1,418	409	28.84%
Utility - Irrigation	4,058	1,482	36.52%
Utility - Refuse Removal	1,640	427	26.04%
R&M-General	1,000	1,668	166.80%
R&M-Electrical	350	7	2.00%
R&M-Roof	480	-	0.00%
R&M-Fire Equipment	50	-	0.00%
R&M-Plumbing	100	14	14.00%
Misc-Contingency	3,000	88	2.93%
Information Technology	500	-	0.00%
Mileage Reimbursement	350	103	29.43%
Office Supplies	2,000	793	39.65%
Supplies-Cleaning & Paper	400	59	14.75%
Reserves-Lodge	3,420		0.00%
Total Parks and Recreation	132,461	36,436	27.51%

For the Period Ending December 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED	YEAR TO DATE	YTD ACTUAL AS A % OF
ACCOUNT DESCRIPTION	BUDGET	ACTUAL	ADOPTED BUD
Swimming Pool			
Payroll-Maintenance	11,127	1,487	13.36%
Payroll-Administrative	8,320	1,660	19.95%
Payroll-Pool Attendants	23,406	1,174	5.02%
FICA Taxes	3,278	330	10.07%
Contracts-Pest Control	75	-	0.00%
Communication - Teleph - Field	869	63	7.25%
R&M-General	325	12	3.69%
R&M-Electrical	75	-	0.00%
R&M-Pools	2,000	222	11.10%
Misc-Licenses & Permits	250	-	0.00%
Misc-Contingency	4,000	-	0.00%
Op Supplies - Pool Chemicals	2,500	149	5.96%
Reserve - Pool	21,050		0.00%
Total Swimming Pool	77,275	5,097	6.60%
Fitness Center			
Payroll-Maintenance	4,552	443	9.73%
Payroll-Administrative	6,943	415	5.98%
FICA Taxes	879	66	7.51%
Contracts-Janitorial Services	1,872	676	36.11%
Contracts-Fitness Equipment	1,500	375	25.00%
Contracts-Pest Control	272	36	13.24%
R&M-General	200	-	0.00%
R&M-Electrical	75	45	60.00%
R&M-Equipment	1,500	-	0.00%
Misc-Contingency	500	-	0.00%
Supplies-Cleaning & Paper	450	125	27.78%
Total Fitness Center	18,743	2,181	11.64%

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

For the Period Ending December 31, 2022

ACCOUNT DESCRIPTION	AD	NNUAL OPTED JDGET	IR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD
Park & Grounds				
Payroll-Maintenance		27,309	4,547	16.65%
Payroll-Administrative		5,784	415	7.17%
FICA Taxes		2,532	380	15.01%
Contracts-Janitorial Services		1,560	234	15.00%
Contracts-Roof		480	-	0.00%
Contracts-Pest Control		145	36	24.83%
R&M-General		1,500	1,655	110.33%
R&M-Electrical		250	10	4.00%
R&M-Irrigation		750	633	84.40%
R&M-Backflow Inspection		225	-	0.00%
Misc-Contingency		1,650	17	1.03%
Supplies-Cleaning & Paper		275	18	6.55%
Reserves - Irrigation System		500	-	0.00%
Reserve-Mulch		4,000	-	0.00%
Reserve - Parking Lot		1,200	-	0.00%
Reserve - Pavilion		1,500		0.00%
Total Park & Grounds		49,660	 7,945	16.00%
Reserves				
Reserve - CDD Amenity		286	 	0.00%
Total Reserves		286	 -	0.00%
TOTAL EXPENDITURES & RESERVES		401,511	88,825	22.12%
Excess (deficiency) of revenues				
Over (under) expenditures			 267,175	0.00%
Net change in fund balance	\$		\$ 267,175	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)		315,921	315,921	
FUND BALANCE, ENDING	\$	315,921	\$ 583,096	

### PINEY-Z

Community Development District

**Supporting Schedules** 

**December 31, 2022** 

### Non-Ad Valorem Special Assessments - Leon County Tax Collector (Monthly Assessment Collection Distributions) For the Fiscal Year Ending September 30, 2023

		Net		Discount /						
Date	,	Amount	(F	Penalties)	(	Collection		Gross	(	General
Received	R	Received		Amount		Cost		Amount		Fund
ASSESSME Allocation %		LEVIED FY	202	23			\$	394,706 100%	\$	394,706 100%
11/10/22		3,347		139		104		3,590		3,590
11/30/22		25,315		1,055		783		27,152		27,152
12/13/22		284,791		11,866		8,808		305,465		305,465
12/29/22		27,558		1,148		852		29,559		29,559
TOTAL	\$	341,011	\$	14,209	\$	10,547	\$	365,767	\$	365,767
% COLLECTED 93%								93%		
TOTAL OU	TST	ANDING					\$	28,940	\$	28,940

### **Cash and Investment Report**

### December 31, 2022

Account Name	Bank Name	Investment Type	<u>Yield</u>	<u>Balance</u>
GENERAL FUND				
Operating Checking Account	Truist	Business checking	0.00%	\$416,310
Petty Cash	Petty Cash	Cash	0.00%	\$250
Public Funds Money Market Account	Centennial Bank	Money Market Account	1.75%	\$172,636
			Total	\$589,196

### Piney-Z CDD

Bank Reconciliation

Bank Account No. 2471 TRUIST (BB&T) GF Checking

 Statement No.
 12-22

 Statement Date
 12/31/2022

428,322.94	Statement Balance	416,309.61	G/L Balance (LCY)
0.00	Outstanding Deposits	416,309.61	G/L Balance
		0.00	Positive Adjustments
428,322.94	Subtotal		_
12,013.33	Outstanding Checks	416,309.61	Subtotal
0.00	Differences	0.00	Negative Adjustments
416,309.61	Ending Balance	416,309.61	Ending G/L Balance

Difference 0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstandir	ng Checks					
10/25/2022	Payment	58179	CAPITAL SECURITY AND	4,422.00	0.00	4,422.00
12/7/2022	Payment	58205	ALLWAYS IMPROVING LLC	125.00	0.00	125.00
12/22/2022	Payment	58215	KEITH MCNEILL PLUMBING	274.50	0.00	274.50
12/28/2022	Payment	58217	FLORIDA MUNICIPAL INSURANCE TR	4,547.75	0.00	4,547.75
12/28/2022	Payment	58218	INFRAMARK (DE), LLC	2,644.08	0.00	2,644.08
Total	Outstanding	Checks		12,013.33		12,013.33

### PINEY-Z Community Development District

#### Payment Register by Bank Account

For the Period from 11/1/2022 to 12/31/2022 (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
TRUIST	(BB&T) GF (	CHECKING	- (ACCT# X	XXXX2471)					
Check	58180	11/01/22	Vendor	1ST CHOICE PEST SERVICES	47448	QTRLY PEST SVC	Contract-Pest Control	001-534125-57201	\$72.50
Check	58180	11/01/22	Vendor	1ST CHOICE PEST SERVICES	47448	QTRLY PEST SVC	Contract-Pest Control	001-534125-57214	\$36.25
Check	58180	11/01/22	Vendor	1ST CHOICE PEST SERVICES	47448	QTRLY PEST SVC	Contract-Pest Control	001-534125-57240	\$36.25
Check	58181	11/01/22	Vendor	ALLWAYS IMPROVING LLC	28601	PREVENTATIVE MAINT OCT 2022	Contracts-Fitness Equipment	001-534071-57214	\$125.00
Check	58182	11/01/22	Vendor	CAPITAL SECURITY AND	20191376	REPLACE POOL 911 CALL BOX-LIGHTNING	Misc-Contingency	001-549900-57201	\$725.00
Check	58183	11/01/22	Vendor	COMPLETE I.T SERVICE SOLUTIONS	9700	GOOGLE EMAIL W/VAULT	Contracts-Archival of E-mails	001-534176-57201	\$134.55
Check	58184	11/01/22	Vendor	DEPARTMENT OF ECONOMIC OPPORTUNITY	86370	FY 2023 Fees	Annual District Filing Fee	001-554007-51301	\$175.00
Check	58185	11/01/22	Vendor	INFRAMARK (DE), LLC	84666	MGMT FEES OCT 2022	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$2,611.50
Check	58185	11/01/22	Vendor	INFRAMARK (DE), LLC	84666	MGMT FEES OCT 2022	Postage and Freight	001-541006-51301	\$19.38
Check	58186	11/01/22	Vendor	MARPAN SUPPLY CO., INC.	1697806	MTHLY RENTAL 11/1/22	Contract-Dumpster Rental	001-534098-57201	\$28.08
Check	58187	11/03/22	Vendor	CAPITAL SECURITY AND	20191381A	COMMERCIAL MONT-JULY-SEPT 22	COMMERCIAL MONT JULY-SEPT	001-534037-57201	\$195.00
Check	58188	11/03/22	Vendor	RAINBOW OUTDOOR SERVICES	8863	LANDSCAPE OCT 2022	Contr-Landscape-Amenities Area	001-534053-53901	\$1,378.00
Check	58189	11/08/22	Vendor	JAYASREE KASTURY	110222	REFUND 1/2 RENTAL FEE 11/27/22	Lodge Rentals	369943	\$125.00
Check	58190	11/08/22	Vendor	OFFICE BUSINESS SYSTEMS INC	IN9112	9/30/22-10/29/22	Contract-Copier Mantenance	001-534097-57201	\$9.06
Check	58191	11/08/22	Vendor	RICK EVANS	103122	MILEAGE OCT 2022	Misc-Mileage Reimbursement	001-549951-57201	\$27.15
Check	58192	11/08/22	Vendor	SUPERIOR AF CLEANING LLC	003	WEEKLY CLEANING OCTOBER 2022	Contracts-Janitorial Services	001-534026-57201	\$260.00
Check	58192	11/08/22	Vendor	SUPERIOR AF CLEANING LLC	003	WEEKLY CLEANING OCTOBER 2022	Contracts-Janitorial Services	001-534026-57214	\$260.00
Check	58192	11/08/22	Vendor	SUPERIOR AF CLEANING LLC	003	WEEKLY CLEANING OCTOBER 2022	Contracts-Janitorial Services	001-534026-57240	\$130.00
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	SAMS-CLEANING/PAPER TOWELS	001-552083-57240	\$31.98
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	SAMS-CLEANING SUPPLIES	001-552083-57201	\$23.06
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	SAMS-TAX REFUND	001-552083-57201	(\$5.45)
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	CIRCLE K- FUEL FOR EQUIPMENT	001-546001-57240	\$17.55
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	GO DADDY-DOMAIN NAME	001-534384-57201	\$20.17
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	GO DADDY-WEB HOSTING	001-534384-57201	\$107.88
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	GO DADDY-WEB BACKUP	001-534384-57201	\$35.88
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	MICROSOFT-RENEWAL OFFICE 365	001-551002-57201	\$198.00
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	AMAZON-OFFICE SUPPLIES	001-551002-57201	\$36.46
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	MICROSOFT-UNAUTHORIZED CHARGE- CORRECTION	001-551002-57201	(\$198.00)
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	CARBONITE-CLOUD STORAGE	001-551002-57201	\$167.98
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	AMAZON-OFFICE SUPPLIES	001-551002-57201	\$11.36
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	WALMART-MOUSE TRAPS	001-546001-57201	\$3.28
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	AMAZON-OFFICE SUPPLIES	001-551002-57201	\$126.36
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	HOME DEPOT-CLOSET REPAIRS	001-546001-57201	\$25.62
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	HOME DEPOT-HOSE REPAIR	001-546001-57240	\$4.36
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	MICROSOFT- UNAUTHORIZED CHARGE	001-551002-57201	\$198.00
Check	58193	11/08/22	Vendor	TRUIST (BB&T)	102522-0985	PURCHASES 9/26/22-10/18/22	SAMS- CLEANING SUPPLIES	001-552083-57214	\$23.05
Check	58194	11/14/22	Vendor	CITY OF TALLAHASSEE	103122	SVC 9/29/22-10/27/22	Utility - Irrigation	001-543014-57201	\$394.92
Check	58194	11/14/22	Vendor	CITY OF TALLAHASSEE	103122	SVC 9/29/22-10/27/22	Utility - General	001-543001-57201	\$1,351.22
Check	58194	11/14/22	Vendor	CITY OF TALLAHASSEE	103122	SVC 9/29/22-10/27/22	Utility - Refuse Removal	001-543020-57201	\$142.46
Check	58195	11/14/22	Vendor	FEDEX	7-932-90024	SVC 10/25/22	Postage and Freight	001-541006-57201	\$15.38
Check	58196	11/14/22	Vendor	LEWIS, LONGMAN, & WALKER, P.A.	MCL-149557	PROFESSIONAL SVCS 10/2022	ProfServ-Legal Services	001-531023-51401	\$2,000.00

### PINEY-Z Community Development District

#### Payment Register by Bank Account

For the Period from 11/1/2022 to 12/31/2022 (Sorted by Check / ACH No.)

Pymt	Check / ACH No.	Date	Payee	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
Type	ACH NO.		Туре						Paid
Check	58197	11/16/22	Vendor	KEY HEATING AND COOLING	14751	REPLACE CRACKED EVAPORATOR DRAIN	R&M-General	001-546001-57201	\$752.08
Check	58198	11/23/22	Vendor	CAPITAL SECURITY AND	20191396	COMMERCIAL MONITORING - OCT-DEC 2022	Contracts-Security Services	001-534037-57201	\$195.00
Check	58199	11/23/22	Vendor	MARPAN SUPPLY CO., INC.	110422	FINANCE CHARGES	Contract-Dumpster Rental	001-534098-57201	\$1.00
Check	58200	11/23/22	Vendor	PUNAM PATEL	111022	UNUSED DAMAGE DEPOSIT	Pavilion Rental	369942	\$345.00
Check	58201	11/29/22	Vendor	CITY OF TALLAHASSEE	11102022	SVC 10/13-11/10/22	Electricity - Streetlighting	001-543013-57201	\$135.80
Check	58202	11/29/22	Vendor	COMCAST	111122-53478	SERV 11/25-12/24/22	Utility - Other	001-543004-57201	\$253.69
Check	58203	11/29/22	Vendor	TRIBE PAPER COMPANY	IN106592	POOL SUPPLIES	Op Supplies - Pool Chemicals	001-552009-57205	\$1,969.20
Check	58204	11/30/22	Vendor	MARPAN SUPPLY CO., INC.	1701439	MTHLY RENTAL 12/1/22	Contract-Dumpster Rental	001-534098-57201	\$28.08
Check	58205	12/07/22	Vendor	ALLWAYS IMPROVING LLC	28819	PREVENTATIVE MAINT NOV 2022	Contracts-Fitness Equipment	001-534071-57214	\$125.00
Check	58206	12/07/22	Vendor	COMPLETE I.T SERVICE SOLUTIONS	9879	GOOGLE EMAIL W/VAULT	Contracts-Archival of E-mails	001-534176-57201	\$134.55
Check	58207	12/07/22	Vendor	OFFICE BUSINESS SYSTEMS INC	IN9533	BILLING PERIOD 10/30/22-11/29/22	Contract-Copier Mantenance	001-534097-57201	\$10.78
Check	58208	12/07/22	Vendor	RAINBOW OUTDOOR SERVICES	8902	LANDSCAPE NOV 2022	Contr-Landscape-Amenities Area	001-534053-53901	\$1,378.00
Check	58209	12/07/22	Vendor	SUPERIOR AF CLEANING LLC	004	WEEKLY CLEANING NOV 2022	Contracts-Janitorial Services	001-534026-57201	\$260.00
Check	58209	12/07/22	Vendor	SUPERIOR AF CLEANING LLC	004	WEEKLY CLEANING NOV 2022	Contracts-Janitorial Services	001-534026-57214	\$208.00
Check	58209	12/07/22	Vendor	SUPERIOR AF CLEANING LLC	004	WEEKLY CLEANING NOV 2022	Contracts-Janitorial Services	001-534026-57240	\$52.00
Check	58210	12/21/22	Vendor	CITY OF TALLAHASSEE	113022	SVC 10/28/22-11/28/22	Utility - Irrigation	001-543014-57201	\$593.12
Check	58210	12/21/22	Vendor	CITY OF TALLAHASSEE	113022	SVC 10/28/22-11/28/22	Utility - General	001-543001-57201	\$1,905.84
Check	58210	12/21/22	Vendor	CITY OF TALLAHASSEE	113022	SVC 10/28/22-11/28/22	Utility - Refuse Removal	001-543020-57201	\$142.46
Check	58211	12/21/22	Vendor	LEWIS, LONGMAN, & WALKER, P.A.	MCL-149962	PROFESSIONAL SVCS 11/2022	ProfServ-Legal Services	001-531023-51401	\$2,000.00
Check	58212	12/21/22	Vendor	RICK EVANS	113022	NOV 2022 MILEAGE	Misc-Mileage Reimbursement	001-549951-57201	\$36.94
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	HOME DEPOT-SEALANT	001-546001-57201	\$33.48
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	HOME DEPOT-LANTERN BATTS	001-546020-57201	\$6.87
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	HOME DEPOT-GUTTER CLIPS	001-549900-57201	\$4.98
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	HOME DEPOT- LIGHT BULBS	001-546001-57201	\$32.74
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	STAPLES-PRINTER INK	001-551002-57201	\$81.98
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	STAPTLES-CORRECT INK	001-551002-57201	\$41.99
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	STAPLES-INK RETURN	001-551002-57201	(\$39.99)
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	AMAZON-YELLOW PADS	001-551002-57201	\$38.97
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	SOUTHSIDE MOWER-STIHL BLOWER MOTOR REPAIR	001-546001-57240	\$212.10
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	HOME DEPOT-PLUMBING, LODGE	001-546250-57201	\$14.06
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	HOME DEPOT-GAS CANS	001-546001-57240	\$26.47
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	HOME DEPOT-CHRISTMAS LIGHTS	001-549900-57201	\$65.96
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	HOME DEPOT-FUEL/OIL MIX	001-546001-57240	\$25.94
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	LOWES-MULTIPLE BULBS	001-546020-57214	\$44.98
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	AMAZOM-OFFICE SUPPLIES	001-551002-57201	\$49.83
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	MARATHON PETROL-FUEL EQUIPMENT	001-546001-57240	\$17.30
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	HOME DEPOT-ELECTRICIAL	001-546020-57240	\$9.86
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	HOME DEPOT-CLEANING	001-552083-57201	\$39.94
Check	58213	12/21/22	Vendor	TRUIST (BB&T)	112522-0985	PURCHASES 10/25/22-11/17/22	PETSMART-TEMP CLEAN UP AFTER PET SIGN	001-549900-57240	\$16.09
Check	58214	12/22/22	Vendor	FEDEX	7-968-36647	SVC 11/29/22	Postage and Freight	001-541006-57201	\$15.07
Check	58215	12/22/22	Vendor	KEITH MCNEILL PLUMBING	AW29509	11/29/22 REPAIR LEAK IRR LINE	R&M-Irrigation	001-546041-57240	\$274.50
Check	58216	12/22/22	Vendor	RAINBOW OUTDOOR SERVICES	8907	REPLACE ELECTRIC IRR VALVE	R&M-Irrigation	001-546041-57240	\$358.10
Check	58217	12/28/22	Vendor	FLORIDA MUNICIPAL INSURANCE TR	INV-37115-D6J4	2ND INSTALL BILLING FY 22/23	Workers' Compensation	001-524001-57201	\$1,003.25

### PINEY-Z Community Development District

#### Payment Register by Bank Account

For the Period from 11/1/2022 to 12/31/2022 (Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
Check	58217	12/28/22	Vendor	FLORIDA MUNICIPAL INSURANCE TR	INV-37115-D6J4	2ND INSTALL BILLING FY 22/23	Insurance - General Liability	001-545002-51301	\$3.544.50
Check	58218	12/28/22	Vendor	INFRAMARK (DE), LLC	86046	MGMT FEES NOV 2022	ProfServ-Mgmt Consulting Serv	001-545002-51301	\$2,611.50
Check	58218	12/28/22	Vendor	INFRAMARK (DE), LLC	86046	MGMT FEES NOV 2022	Postage and Freight	001-541006-51301	\$15.30
Check	58218	12/28/22	Vendor	INFRAMARK (DE), LLC	86046	MGMT FEES NOV 2022	Printing and Binding	001-547001-51301	\$17.28
ACH	DD000996	11/09/22	Employee	JANET T. NORTON	PAYROLL	November 09, 2022 Payroll Posting	Tilling and billing	001-047001-01301	\$332.46
ACH	DD000997	11/09/22	Employee	MELINDA J. PARKER	PAYROLL	November 09, 2022 Payroll Posting			\$2,249.50
ACH	DD000998	11/09/22	Employee	RICKY S EVANS	PAYROLL	November 09, 2022 Payroll Posting			\$1,680.57
ACH	DD000999	11/04/22	Vendor	CENTURYLINK	101122-4553 ACH	SVC 10/11/22-11/10/22	Communication - Teleph - Field	001-541005-57205	\$63.44
ACH	DD001003	11/23/22	Employee	JANET T. NORTON	PAYROLL	November 23, 2022 Payroll Posting			\$332.46
кСН	DD001004	11/23/22	Employee	MELINDA J. PARKER	PAYROLL	November 23, 2022 Payroll Posting			\$2,249.50
ACH	DD001005	11/23/22	Employee	RICKY S EVANS	PAYROLL	November 23, 2022 Payroll Posting			\$1,591.25
CH	DD001006	11/29/22	Employee	JOYCE R. HILLIARD-MAZZEO	PAYROLL	November 29, 2022 Payroll Posting			\$184.70
кСН	DD001007	11/29/22	Employee	DELORES A. PINCUS	PAYROLL	November 29, 2022 Payroll Posting			\$184.70
CH	DD001008	11/29/22	Employee	ARTHUR R. KIRBY	PAYROLL	November 29, 2022 Payroll Posting			\$184.70
CH	DD001009	11/29/22	Employee	FRANK CICIONE	PAYROLL	November 29, 2022 Payroll Posting			\$184.70
.CH	DD001010	12/07/22	Employee	JANET T. NORTON	PAYROLL	December 07, 2022 Payroll Posting			\$332.46
ACH	DD001011	12/07/22	Employee	MELINDA J. PARKER	PAYROLL	December 07, 2022 Payroll Posting			\$2,249.50
ACH	DD001012	12/07/22	Employee	RICKY S EVANS	PAYROLL	December 07, 2022 Payroll Posting			\$1,630.34
CH	DD001013	12/21/22	Employee	JANET T. NORTON	PAYROLL	December 21, 2022 Payroll Posting			\$332.46
ACH	DD001014	12/21/22	Employee	MELINDA J. PARKER	PAYROLL	December 21, 2022 Payroll Posting			\$2,249.50
ACH	DD001015	12/21/22	Employee	RICKY S EVANS	PAYROLL	December 21, 2022 Payroll Posting			\$1,663.82
CH	DD001016	12/21/22	Employee	RACHAEL WOODY	PAYROLL	December 21, 2022 Payroll Posting			\$129.29
								Account Total	\$47,994.18
CENTE	NIAL GF N	IMA - (ACC	T# XXXXX5	<u>680)</u>					
Check	1054	11/08/22	Vendor	PINEY Z CDD	110122-5	TFR CENTENNIAL MMA TO TRUIST	Cash with Fiscal Agent	103000	\$30,000.00
								Account Total	\$30,000.00

Total Amount Pa	Total Amount Paid - Breakdown by Fund				
Fund		Amount			
General Fund - 001		77,994.18			
	Total	77,994.18			

### 5C

**Superior Painting** 

Hyatt LLC/RamJack

**CRR (Commercial Repair and Renovation, Inc.)** 

### **Sixth Order of Business**

# Piney-Z Community Development District CDD Manager's Report January 12, 2023 for Meeting of January 23, 2023

### LODGE/GARAGE

- contract executed with SUPERIOR PAINTING for caulking and painting of the window surrounds (due to squirrel damage) as well as removal, and re-location where possible, of the ornamental iron. The iron structures which mimic window boxes, (many of which are deteriorated and broken) have to be removed to prevent continuing damage by the squirrels which call them "home." Iron from the rear and sides will be used on the front of the house, to fill in spaces from which iron was long ago lost. This work should be completed during the month of January. The contract follows this report.
- work required under the front porch of the lodge, to replace the unsupportive pile, will be performed by HYATT/RAM JACK. That contract also follows.
- as this is written we are working to finalize an agreement with Coastal Wildlife, to address issue of unwanted guests in the attic

#### FITNESS CENTER

- batteries removed from television remote by user of facility on 12-7-22
- located source of gym wipes which will lower our cost by more than 40%

### **PAVILION**

- as of this writing we have completed pressure washing of the pavilion prior to the long-overdue cleaning and painting of the system supporting same. Contract with SUPERIOR PAINTING, as previously mentioned, follows.
- work required to level the floor will be performed by HYATT/RAM JACK. A copy of that contract follows.

### **POOL**

- see below for damage sustained during pre-Christmas freeze
- as this is written we are in the process of determining the precise location/cause of a leak in the pool. It has been emptied. This will be very costly.
- a motorist, running from the police, saw fit to plow down the sign, in the parking lot, regarding overnight parking – shortly after 2:00 in the morning...
- as was approved by the board last year, the pool lot will be chained closed during the off-season, primarily to address the ongoing mischief-making
- nine more chaise lounges taken out of service

■ a contract with CRR has been executed to address several issues on the pool deck – removal of a crumbling, unused arbor, demolition of the wooden cover over the long-dead kiddie pool, restoration of the concrete, conversion of the existing electrical junction box, repair of concrete damaged by underground roots, etc.

#### **PLAYGROUND**

■ multiple deck boards replaced on wood structure in center

#### **PARK AND GROUNDS**

- a leak between house and meter, combined with the replacement of a very old electric irrigation valve, resulted in an overall cost to the district, including much higher than normal utility charges, in excess of \$1,000
- multiple sidewalk potential trip hazards around the property will be eradicated via the HYATT contract previously referenced.

#### GENERAL

- a very successful *Toys for Tots* campaign was concluded on 12-8-22. A late-arriving Elsa was delivered by staff to alternative collection site.
- despite significant time spent to ensure that the property was readied for the pre-Christmas freeze faucets

dripping, spigots wrapped, plants covered, etc. – the ondeck showers suffered damage and require re-building

UPDATES SINCE PUBLICATION	ON	TBD
FEE INCOME @ 12-31-22		
Rental fees, calendar year 20	22	\$ 16,500.00
Pavilion	\$ 1,870	.00
Lodge	\$14,630	.00
FOB fees, calendar year 2022	2	\$ 6,722.69
Residents (108)	\$ 972	2.00
Passholders (11)	\$ 5,750	).69
TOTAL FEE INCOME		\$ 23,222.69

2184 Lake Hall Road Tallahassee, FL 32309 office@superiorpainting.net (850) 297-1882



Proposal

12/20/2022

Piney Z Lodge & Pavillion Mr. Rick Evans 950 Piney Z Plantation Road Tallahassee, FL 32311

**Customer Phone** 

850-656-4007









The following is a proposal from Superior Painting of Tallahassee Inc. All materials will be supplied by Superior Painting unless noted otherwise. Any work not mentioned in this proposal may result in renegotiations. We thank you for this opportunity.

Description	Total
rior to painting we will: pressure wash the entire lodge	
use a bleach solution when we clean to assure a dirt and mildew free finish	
caulk where necessary	
scrape any loose paint	
spot prime where necessary	
We will remove all ornamental irons from the windows and store what will not be used underneath the lodge. We will repaint all intact window irons with 2 coats of the color SW 6195 "Rock Garden." Sherwin Williams	
Aultisurface acrylic. We will prep, bondo any holes and repaint the white metal casings of all windows using	
therwin Williams multisurface acrylic extra white paint. We will reinstall the Irons in the best shape to the windows the front of the building.	
Naterials (	425.00
abor	3,900.00
rior to painting we will:	
pressure wash the pavilion	
use a bleach solution when we clean to assure a dirt and mildew free finish	
hand sand/grind areas with heavier rust spots Not to exceed 24 hours (this is in lieu of sand-blasting)	1,200.00
We will apply one coat of Ken Kromik metal primer and two coats of Sherwin Williams Multi-surface acrylic Paint f the color SW 7019 "Gauntlet Gray" to the metal including girders, purlins, braces, conduit and attachments. We rill repaint the 4 exterior doors.	
faterials	3.035.00
abor	2,925.00 11,160.00
	11,100.00

-We routinely win the "best of Tallahassee" award, the "Tally" award and the "Angie's list Super Service" award.

-We are a family owned and operated company who has been in business for over 20 years

-We are licensed and properly insured so you don't have to worry.

-We are a member of the Better Business Bureau with an A+ rating.

-Gerard La Mothe Jr is a member of Leadership Tallahassee class 28.

-References can be made available upon request.

**Project Completion:** 

2 - 3 weeks

# ADDENDUM TO CONTRACT DATED DECEMBER 2022 BETWEEN PINEY-Z COMMUNITY DEVELOPMENT DISTRICT (OWNER) AND SUPERIOR PAINTING (CONTRACTOR)

### **CONTRACTOR agrees to:**

- a. provide to OWNER a certificate of insurance showing OWNER as a certificate holder
- b. provide to OWNER proof of CONTRACTOR'S participation in the E-Verify program, as required of government entities by the State of Florida, effective January 1, 2021. Said participation is to remain in effect throughout the duration of the project.
- c. provide to OWNER a copy of its W-9 so that payment may be promptly made
- d. comply with the State of Florida's Public Records Law as described below

#### **PUBLIC RECORDS**

Pursuant to Section 119.0701, Florida Statutes:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:

Ms. Sandra Demarco Extension 40532 #954-603-0033

sandra.demarco@inframark.com

Suite 702 210 North University Drive Coral Springs, Florida 33071

### **CONTRACTOR** agrees to:

a. Keep and maintain public records required by Owner to perform the service;

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

Failure to provide the public records to Owner within a reasonable time may subject Contractor to penalties under Sections 119.10 and 119.0701(4), Florida Statutes.

Piney-Z Community Development District	Superior Painting
By: Mylista J. Parlier Its OD Marager	By: A
Its OD Marager	Its Overle Manager
Date: 12.27.2%	Date: 12-27-2012



Prepared for:

### Piney Z Community Development Rick Evans 950 Piney Z Plantation Rd Tallahassee, FL 32311

(850) 570-8275 | revans@pineyzcdd.com



Evaluated on: Friday, December 16, 2022

Evaluated By:
John Hourigan
(352) 262-3718 | john@ramjacksf.com

Hyatt Group LLC - Ram Jack Florida 24526 NW 178th PI High Springs, FL 32643 Main (386) 454-1920 www.ramjack.com/gainesville

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### **Photos**

# PAVILLION SLAB, SIDEWALKS AND ENTRANCE SLAB SUPPORT

**Void Fill/Erosion Control** 



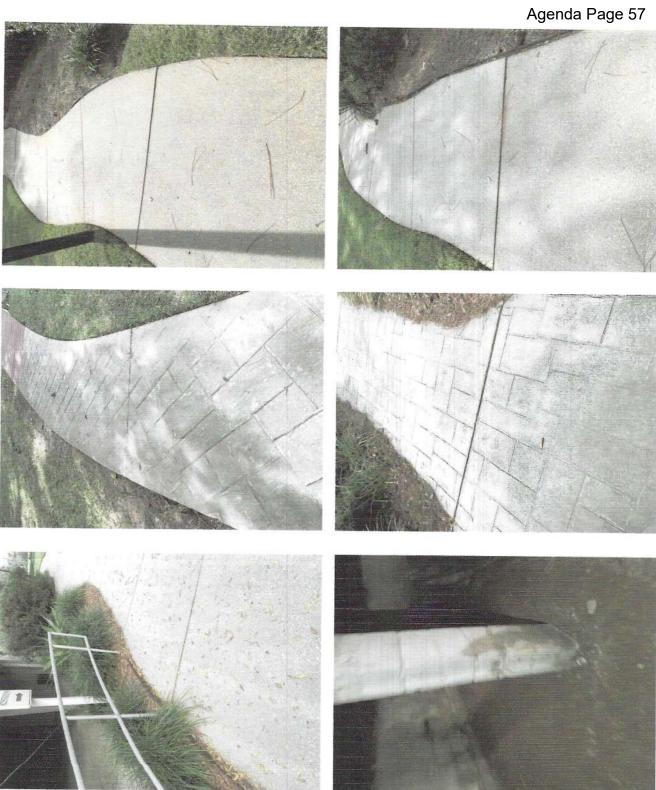










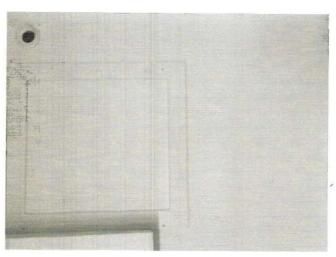


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**Foundation Repair** 







### **Additional Media**

National Limited Warranty Trust Q&A

### **Scope of Work**

Thank you for allowing Ram Jack to review your property for foundation issues. We have many solutions to support your home or business foundation, including Ram Jack steel piles, polyurethane injection, and seawall support. Your Representative has discussed solutions that apply to your property and discussed their advantages. Your home is a substantial investment. We want to work together to understand your concerns and offer you the best recommendations to stop foundation movement, practically recover settlement, and support walls.

As to the scope of our review, we collect limited data based solely upon a visual inspection of the exterior and interior of the structure, as well as landscape and drainage issues affecting your foundation but without destructive testing. We may not be able to observe existing damage or construction defects.

You acknowledge this scope and accept such limitations. Unless you limit us in writing, we will review the structure and grounds, as stated above.

Based on the data and observations, and before any Engineering Report, you have requested an Estimate of Cost with the Service Plan described below. You may require other services that our Representative discussed with you. We primarily offer foundation support related to steel piles, poly injection and seawall repair but will recommend other services you may need if we observe such needs. You have declined all work other than the Scope of Work described below, and you release us from all liability for all declined work and work we do not conduct. Upon receiving any Engineering Report, you may add or subtract from the Scope of Work.

With over a decade of foundation experience with homes and businesses, we look forward to working with you.

## PAVILLION SLAB, SIDEWALKS AND ENTRANCE SLAB SUPPORT

### **Void Fill/Erosion Control**

Product Quantity

AP Lift 440

Among the most dependable slab jack products for jacking and leveling concrete slab foundations, AP Lift 440 provides an exceptional solution for foundation lifting, soil stabilization, and concrete raising and leveling. This two-component, high-strength, high-density, hydro-insensitive structural polyurethane foam serves as an effective compaction grout.

150

#### Notes

Install expandable foam to specified areas at the Pavillion slab and to the sidewalk areas as per walk through with Rick Evans. This is to help level sidewalk and slab areas to better match height of adjoining slab and sidewalk sections.

ANY ADDITIONAL POLY FILL FOAM NEEDED IS INSTALLED AT \$18.00 PER POUND WITH CUSTOMER CONSENT.

### **Foundation Repair**

Product Quantity
Helical Pile with Timber Column Bracket 1

The man time of Column Brace

#### Notes

Install 1 Helical Pile beneath front entrance office slab. This is to replace the existing nonsupport bearing pier that is presently there.

The entrance to the crawl space entrance slab is by way of gym. The entrance to the gym is behind the office.

### Costs

### Section: PAVILLION SLAB, SIDEWALKS AND ENTRANCE SLAB SUPPORT

Description	Quantity	Cost
AP Lift 440 <sup>1</sup>	150.00	\$2,700.00
Helical Pile with Timber Column Bracket	1.00	\$3,145.00
	Total Cost:	\$5,845.00

<sup>&</sup>lt;sup>1</sup> The minimum fee is \$1,800.00 for utilization of this product. Any additional poly fill used other than what is quoted is an additional \$18.00 / lb.

Total: \$5,845.00

### **Payment Terms**

Deposit	Due at bid acceptance	\$2,922.50
Final Payment	Due at project completion	\$2,922.50
Deposit	Due at bid acceptance	\$2,922.50
Final Payment	Due at project completion	\$2,922.50

This bid is valid for 30 days

### **Terms & Conditions**

### Contract

Void Fill

HYATT GROUP LLC ("Ram Jack," "We," "Us," "Our" when used in the singular), an independent dealer, and the Owner of the Site ("You") make this agreement on the date below related to foundation support at the Site. Ram Jack has discussed several solutions to foundation settlement with you, including Ram Jack piles, drainage and Poly-Jack. You may require one or more solutions but have chosen Poly-Jack with this Agreement. Both of us hereby agree as follows:

- 1. **Description of the Work.** We will fill one or more voids below the surface of the structure or other designated area(s) and attempt to reduce the stress of any slab. Your Scope of Work and Services shows one or more Areas of Work where you agree voids exist, and which you have requested us to fill in an effort to limit movement. We have not described the work as preventing settlement or other movement. The Work is generally described as follows:
- (i) Drill small diameter holes in the foundation slab or other areas to inject polyurethane foam; (ii) Inject polyurethane foam ("poly", "polyfill," "fill") in each Area of Work; (iii) Depending on the soil type and objectives in each Area of Work, and using our professional discretion, we will either attempt to raise the slab/surface to practical recovery or only fill the void; (iv) Repair cracks with epoxy and flexible joint filler as noted on the Service Plan ("Installation"); (v) Replace soil in any excavated areas, as well as replacing concrete (but not surface texture or color), original landscaping (but not mulch), fill drilling holes, removing work debris, and replacing any fixtures ("Cleanup").

The Scope of the Work does not include any other repairs or improvements, cosmetic or otherwise, to the structure or property. We assume a slab is built to code and that any concrete is reinforced.

2. Installation Fee. You agree to pay 50% deposit, balance will be owed at completion, which is subject to any Change Order(s). 700.00 of the 50% deposit will be non refundable, should you cancel after 3 days of signing this agreement. We will prepare for the Work, schedule a crew and order materials, and will suffer damages if you cancel three business days after the date of this agreement. To prevent damages, you waive your rights to any refund of the nonrefundable payment after three business days, not as a penalty, but to approximate expenses.

Installation and Full Payment occurs before any Backfill where local government requires Ram Jack to leave the Work open for inspection. After passing inspection, Ram Jack will complete Backfill (fill holes), given weather and scheduling, on a timely basis.

You agree to pay the balance, due immediately upon Installation, before the Crew leaves the site. If using financing, you agree to take action to approve payment. If you do not pay as provided above, you are not eligible for our Service Agreement.

Ram Jack is due the Installation Price, interest, attorneys' fees, and costs to collect any balance. If the balance is not paid upon Installation, then interest, at the highest rate allowable, begins 30 days from Installation.

Preparing for the Work

- 3. Responsibilities and Duties
- a. Personal Property. You agree to remove fixtures, furniture, personal property, and any surface coverings (including flooring) in the Areas of Work before the crew arrives.
- b. Safe Premises and Utilities. You will inform us about safety issues at the site that may affect the crew and agree to allow Ram Jack access to the site during daylight hours. We are not expected to close gates. You must keep people and pets away from the Work. You will grant us free access to electricity, water, and other utilities.
- c. Plumbing Test. Unless provided below, you agree for a plumber to conduct a hydrostatic plumbing test, which will test for leaks at the structure. Before we arrive at the site to conduct Work, you will send us a completed certificate from the plumber that the structure has no leaks. But where Work is conducted outside the structure and plumbing is not affected, we do not require a plumbing test.
- d. What Ram Jack Will Do. We will obtain permits and engineering, where required, agree on an estimated start date and time for Installation, and call to locate public utilities.
- Impending Disasters. If a disaster or inclement weather is forecast and delays the crew or endangers their safety, you
  agree to release Ram Jack from any start and completion dates and to reschedule the Work.
   During the Work
- 4. Unanticipated Conditions. If unanticipated conditions are found after Work begins, (obstacles, repairs, excess concrete, moving fixtures, lack of utilities, coverings, flooring, construction defects, etc.), you agree to an equitable adjustment in the price by a Change Order, as shown on the Cost for Services or as discussed with the Field Superintendent.
- 5. Drilling, Working and Effect on Utilities. Drilling and injection may cause separation of fixed pipes and connectors within

the plumbing, and leaks are possible, although rare. We must drill small holes into the area to inject fill material. In order to avoid damage to utilities, both of us hereby agree to the following:

- a. We will call to locate public utilities but all utilities under the surface at the site are difficult to locate. Other than located public utilities, you release us from damage to all subsurface utilities, including but not limited to septic tanks, pipes, and conduits, pumps or well, irrigation, electrical and lighting systems, or installed waterproofing, and for damage to the structure due to leaks. We will, in our discretion, repair minor plumbing issues.
- b. If deck/pool areas are Areas of Work, you will give us any plumbing drawings/designs that reveal fixtures/conduits hidden to the eye from the surface. If we do not have copies of any such drawings in our files, we both agree that such drawings were not supplied to us.
- 6. Interior Slab. Interior Work may produce dust and noise and damage the floor. We will make diligent efforts to restrict dust, clean the area, and fill any holes. You release us from liability for such damage, which includes carpets, other floor covering, padding, molding, baseboard, and other flooring. We are neither responsible for additional cleaning nor for sealing concrete or reinstalling any carpets, other floor covering, padding, flooring, floor covering, molding or baseboards.
- 7. Objectives of Work; No Lift Beyond Practical Limits. Poly-fill material may limit the settlement of a slab temporarily in an Area of Work but may not do so permanently due to soil movement. As such, we do not represent the Work to "close cracks" or level (existing cracks or separations, joints between slabs, siding, stone, concrete, sheetrock, framing and/or footings), align doors and windows, "fix," or "level" the foundation or surface, nor do we represent the foundation or surface to meet any slope criteria after the Work. We will not lift any foundation beyond a practical limit unless you sign a waiver for excessive damages. Cosmetic repairs of previous damages may hinder any lift.
- 8. Fill Areas May Move. Injecting poly-fill does not prevent future movement such as settlement, lateral movement or heaving. An Area of Work that settles, moves laterally, or heaves will move fill material as well as all material (such as concrete) that sits atop the fill material.
- 9. Damage Exclusion. You release us from liability for any direct and consequential damages of the Work and any future soil movement. The reasons for potential damage are illustrated as follows: We must drill a small diameter hole beneath the surface where sight is limited, and where plumbing is present, drilling may cause damage. Also, the injection of fill and a resultant lift may cause damage. You may see damage such as cracks in concrete, brick, tile, flooring, other rigid materials, damage to HVAC, air ducts, plumbing separation and leaks, electrical/utilities systems, termite treatment, insulation, crawlspace encapsulation, and vapor barriers depending on drilling, placement of the fill, and other factors. We assume a structure is built to code and are not responsible for construction defects, including unreinforced concrete. If concrete is not reinforced, lifting may cause cracks for which we are released. We will discuss unreinforced concrete with you if we discover its presence. After the Work, fill areas may settle, move laterally or heave, causing damage.
- 10. Concrete or Surface Replacement. Where the Work includes preparation or installation through concrete, and where we remove concrete or another type of surface, the replacement color and texture will not match existing surfaces, including the mortar used in any repair of brick, and you release us from any such liability. We advise the use of a contractor to match color and texture after the Work.
- 11. **Plumbing Test; Drainage**. After the Work, you agree to have a plumber inspect and conduct a hydrostatic plumbing test of all supply and waste systems to detect any damage and leaks where plumbing is located. We are neither involved in the testing and its results, nor liable for past, present or future leaks, and you agree to release and indemnify us from all damages (direct, consequential, etc.) due to any plumbing leaks.
- 12. Service Agreement. Soil may expand or settle, and the fill material, concrete, slab etc. above the fill will move with the soil. Other than our obligation to conduct our work in a good and workmanlike manner, Ram Jack makes no warranties, written, oral, express or implied as to this Agreement. We offer you a one-year Service Agreement, as follows: You agree that if within the first year of the date of installation, you feel that some settling has occurred in the area of the work performed, then we will inspect the work site to determine if settlement has occurred. If so, then we will provide a one-time service and apply additional Poly Fill to the work area at no charge.

After the first visit (but still within the first year) there will be a \$250 service fee plus any additional Poly Fill needed, installed at \$18.00 per pound (this pricing is subject to change at any time without notice). Heaving (where the soil expands or lifts the surface) is excluded from the Service Agreement, as one cannot remove fill material once it is injected. You release us for any liability due to heaving.

- 13. **Poly-fill may be a Temporary Solution.** You acknowledge that, where pilings were applicable, we discussed installing steel pilings as a permanent solution to prevent downward movement of a limited area above a Ram Jack steel pile. You declined such work or decided to use a combination of steel pilings and polyurethane fill and recognize that poly-fill may be a temporary solution to settlement or other movement of a foundation. You acknowledge that we have no control over future movement.
- 14. Acts of God/Nature. Poly-fill may fail from Acts of God/Nature, which may take the form of tornadoes, earthquakes, excessive wind (including hurricanes), storm surge, fire, explosions, flooding, slope failure, failure from soil creep, soil

collapse, heaving, subsidence or similar events. You release Ram Jack from liability due to such events or their

- 15. State Law and Amendment; Rights This agreement and proceedings arising from it are governed and defined by the laws of the State of Florida with venue in Alachua County. If any provision of this Agreement is invalid or unenforceable, the remainder is enforceable to its full extent. You waive the right of subrogation of your property insurers to recover from Ram Jack for any losses that such insurers paid. You acknowledge that damages are difficult to estimate on the date of installation and agree that the Installation Price is a reasonable maximum estimate of damages if a breach occurs, and that this amount is fair and reasonable and would not act as a penalty. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.
- 16. Your Satisfaction Is Our Goal If you have a concern during the Work, please speak with your Field Supervisor. After the Work, you agree to first call Ram Jack at 855.888.5225.
- 17. Settling Disputes. Other than our right to collect the Installation Price, You and Ram Jack agree not to litigate, but to resolve all disputes related to this Agreement by negotiation and arbitration as follows:
- a. Negotiation. If our informal discussions do not resolve all issues, You agree to first enter into direct negotiations with Ram Jack, for at least six months after you meet with Ram Jack at the Site. We may extend this time by mutual agreement. b. Expedited Arbitration. If we do not settle all issues by negotiation, then except as otherwise provided above, we both agree to settle any remaining controversy or claim arising out of or relating to this contract, or the breach thereof, including the validity of this arbitration clause, by arbitration before a single arbitrator, administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. Judgment on the award rendered by the arbitrator(s) shall be limited to an award in conformity with the law and may be entered in any court having jurisdiction hereof. The arbitrator shall not award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The parties shall arbitrate in Gainesville, FL and the laws of the State of Florida shall govern. Each party shall bear its own costs, fees and expenses of arbitration and both agree, consistent with the expedited nature of arbitration, that each party, upon written request will promptly provide copies to the other party of all relevant documents. Other than inspecting and conducting tests at the site, and exchanging relevant documents, there shall be no other discovery allowed. The parties shall bear the costs of the neutral arbitrator equally, and shall pay when invoiced, and fully paid before the award is delivered. The parties agree that failure or refusal of a party to pay its required charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party is required to present evidence and legal arguments as the arbitrator(s) may require for the making of an award, which award shall be held as confidential by the parties. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided above. The parties also agree that a structural engineer experienced in foundation support shall be named as arbitrator. Neither party can demand arbitration after the date when any applicable statute of limitation would bar the institution of legal or equitable proceedings based on such claim or dispute.
- 18. Rely Only On This Written Agreement. This Agreement and related documents described below, are the entire understanding between us concerning its subject matter and takes the place of all other agreements, whether written or oral, between us.

YOU SHALL NOT RELY ON, AND YOU AGREE THAT YOU ARE NOT RELYING ON ANY STATEMENTS, VIDEO, SOCIAL OR OTHER MEDIA THAT YOU HAVE READ, SEEN, OR HEARD OUTSIDE OF THIS WRITTEN AGREEMENT, AS THEY ARE NEITHER REPRESENTATIONS, WARRANTIES NOR PART OF THIS AGREEMENT.

I AGREE THAT NO ONE AT RAM JACK HAS SAID OR DID ANYTHING WHICH CONFLICTS WITH OR MISREPRESENTS THE PRODUCTS OR SERVICES DISCUSSED IN THIS AGREEMENT.

You also have the right to cancel this transaction at any time prior to midnight of the third business day, after the date of this agreement by using the notice in your folder.

19. Agreement; All Questions Answered. I am the Owner of the Site and have read this Agreement, in addition to the Bid, Service Plan and Causes of Foundation Failure. I understand all of these documents form my Agreement.

I had the opportunity to ask questions about all documents, all of which Ram Jack answered in plain language. I agree that all of the above documents, which my Representative reviewed with me before I signed this Agreement, shall be read together to resolve any disputes.

THE OWNER'S E-SIGNATURE SHALL SERVE AS ACKNOWLEDGEMENT AND RECEIPT OF A COPY OF THIS AGREEMENT, BID, RIGHT TO CANCEL, SERVICE PLAN AND CAUSES OF FOUNDATION FAILURE.

As a Ram Jack independent franchise, Hyatt Group LLC. ("Ram Jack") is making this Contract with you to conduct work at your home or business at the project address (or "site"). We have discussed several solutions to foundation settlement and related issues with you, and you have chosen the work as stated in your bid. We will keep you informed and are here to assist you. We hereby agree to the following Agreements and Miscellaneous Provisions:

### A. AGREEMENT FOR WORK - HELICAL AND DRIVEN STEEL PILES

1. Purpose, Scope, and Description of Work We have discussed several solutions to foundation settlement, and you have chosen steel piles. We will support the foundation of the structure located at the Site in each Area of Work shown on the Elevation Profile and Service Plan ("Service Plan") and Cost for Services. The purpose of the Work is to install each Ram Jack® driven steel or helical pile to prevent its downward movement so that each pile supports a limited area directly above it along a foundation beam (where it exists). We describe the work as follows:

At each pile location, concrete, obstructions and/or landscaping are excavated, removed or unearthed, fixtures are moved as you approve; soil is excavated to obtain an opening and the area is prepared to install a pile. We position a support bracket at each pile location and each steel pile is advanced to capacity. If the construction allows, we will lift the foundation and each pile, as it is affixed to its bracket. We may record elevation readings at each pile (This is "Installation" (Work is complete for Payment)), and then we attempt (after any inspection) to backfill soil, remove debris, relocate fixtures, clean up and replace any concrete. ("Backfill"). The Work does not include cosmetic or other improvements. Additional work requires a signed Change Order. Once we begin work, you agree to allow us to complete to Installation.

2. Installation Fee. You agree to pay us a total listed in the bid under "Costs" which is subject to any Change Order(s). We use the payment for independent engineering design and permits and suffer damages, should you cancel three business days after the date of this agreement. To prevent damages, you waive your rights to any refund of expenses after three business days, not as a penalty, but to approximate expenses. You agree to pay the balance listed above due immediately upon Installation, before the Crew leaves the Project Address, which is a condition you agree to meet to receive any Limited

If using financing, you agree to take action to approve payment. If we incur costs and attorney's fees to collect any balance, you agree to reimburse us and pay the balance and interest, at the highest rate allowable, beginning 30 days from Installation. After installation, we are required to leave open holes where an inspection is due. After the Work passes inspection, we will clean up and backfill accordingly.

If you cancel less than 3 business days before the start date and we cannot reschedule the crew you agree to pay a mob fee. If construction has begun and we cannot agree to a Change Order (should one be needed) for required work, we will clean and leave the site. You agree to pay a crew mobilization fee and we both release each other from any liabilities.

- 3. Responsibilities and Duties
- a. Personal Property. You agree to remove personal property where we work before the crew arrives, whether inside or out.
- b. Safe Premises and Utilities If you know about potentially dangerous conditions, it is your resposibily to notify the office before the install date. You must keep people and animals away from the Work. You will allow us to work during daylight hours. If we need electricity, water, and other utilities for work, you will arrange their use at no charge or agree to a Change Order.
- c. What Ram Jack Will Do. We will obtain permits and retain an engineer, where required, agree on an estimated start date and time for Installation, and call to locate public utilities. If a disaster or poor weather is forecast and delays the crew or endangers them, you release us from any start and completion dates and agree to reschedule the Work.
- 4. Landscaping. We will unearth landscaping but are not responsible for their survival. Landscape materials may not survive heavy equipment, digging and movement. The replacement of plants and landscaping are your responsibility from which you
- 5. Unexpected Conditions. Because initial observations are limited to the surface without destruction or testing, unexpected conditions may arise. We may find large roots, rock, excess concrete, construction issues and obstacles requiring relocation. All such conditions are beyond the scope of this Agreement and require additional work and/or engineering. You agree to an equitable adjustment in a Change Order when such conditions exist.
- 6. Objectives of the Work. We want to prevent future downward movement above each pile and/or reduce structural stress by improving the alignment of the beam, footings, and any basement walls, as indicated on the Service Plan. We want maximum practical recovery of settlement without interfering with the objectives or damaging previous structural improvements. We cannot guarantee the objectives because we work on a structure as presented to us. Since construction may limit results, we cannot represent the Work to close cracks, align doors and windows, to lift the foundation (or to any height), straighten walls, improve the slope of floors ("level"), "fix" a foundation, or "fix" a particular issue in any area of work.
- Release from Damages. In our experience, damage is not typical but when it does happen, it is usually cosmetic. Because we conduct work on a structure as-is, it may have existing defects or previous repairs where damage may surface. Unless stated otherwise, you release us from liability for all damages (direct, consequential, etc.) and injuries, including but not limited to the following: (i) The structure and its components, including utilities/wiring, may move or crack in any area of the structure; (ii) People and pets may get injured if they are present near or in the Work. Please keep them away; (iii) Furniture, fixtures, floor coverings and personal property not removed from work areas may suffer damage; (iv)You are responsible for all unmarked utilities, either public or private at the site, leading to or from the site as well as damage to buried utilities and plumbing, including any fixed pipes and conduits leading to or from the structure; (v)Cast iron plumbing may have eroded and can leak; (vi) We drill/cut through a floor to install piles, which will damage flooring and cause dust. We

attempt to minimize dust, but are not responsible for general cleaning, or sealing concrete, reinstalling floors and coverings. You will have dust after the Work; and (vii) We may demolish surface areas and/or cause additional cracking of mortar and brick.

- 8. Defects. We cannot observe all structural elements that affect the foundation. They are covered by sheetrock, prior repairs, flooring, coverings or tight crawlspaces that make it difficult to conduct a thorough inspection. We assume the structure meets building code. You release us from construction and structural defects, their discovery, and damages that unrepaired or future defects may cause.
- 9. Lift Beyond Practical Limits. We cease any lift, in our sole discretion, which we believe is the practical limit of the structure. If you want additional lift, we will allow you to risk your foundation, but you must first sign a document directing us to obtain more lift, and that you release us from any standard of care as to the Work and from all damages.
- 10. Final Inspection; Backfill; Cosmetic Repairs. Please show any damage to the Field Superintendent, and discuss any allowable work, which we may make, in our sole discretion, before the crew leaves the site. We will fill holes and cleanup after passing any required inspection. Where the Work removed concrete, brick, etc., the depth, color, and texture of replacement concrete or mortar will not match the existing surface. Cosmetic work to sheetrock, mortar, and replacing wood, etc., are not within our scope of Work. Please delay making repairs for a minimum of two months as structural components adjust to the Work.
- 11. Get a Plumbing Test; Drainage. You agree to have a plumber inspect and conduct a hydrostatic plumbing test of all supply and waste systems to detect any damage and leaks after the Work. We are not liable for past, present or future leaks, and you hereby release and indemnify us from all damages (direct, consequential, etc.) due to any plumbing leaks.
- 12. Limitations of Pilings. Each pile supports a limited area directly above it along a load bearing structural beam where it exists. The location and grading of the property, water accumulation, groundwater, subsurface soil movement, and plumbing leaks may cause heaving or lateral movement in any area of the foundation. You release us from any liability or warranty due to such conditions. If your foundation experiences movement in an area where we did not work, you may want to contract for additional Work.
- 13. Warranty. We will conduct our Work in a good and workmanlike manner. Other than the above warranty, Ram Jack makes no others, written, oral, express or implied as to the Work. The Ram Jack lifetime limited warranty applies after the Work.

### **B. MISCELLANEOUS PROVISIONS**

- 1. State Law; Miscellaneous Provisions. This agreement is governed and defined by the laws of Florida with venue in Alachua County. If any provision of this Contract is held unenforceable, then it shall be modified to reflect our intent, and all remaining provisions shall remain in full effect. You agree that damages are difficult to estimate due to the nature of the Work and agree the Installation Fee is a reasonable valuation of damages if a breach occurs, that this amount is not a penalty, but fair and reasonable, and is the extent of our liability. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.
- 2. Catastrophic Events. Our piles may fail (either from downward movement or upward lift) from catastrophic events, which may take the form of tornadoes, earthquakes, excessive wind (including hurricanes), storm surge, fire, explosions, flooding, slope failure, failure from soil creep, soil collapse, heaving, subsidence or similar events. You release Ram Jack from liability due to such events or their consequences.
- 3. Your Satisfaction is Our Goal. If you have a concern during the Work, please talk with your Field Superintendent or call us at 855,888.5225. Other than our right to collect the Installation Fee, You and Ram Jack agree not to litigate, but to resolve any dispute arising out of this Agreement by negotiation and arbitration as follows: We will first attempt to resolve all issues for six months after we meet at the Site and may agree to extend this period. If we do not settle all disputes by negotiation, then except as provided above, we both agree to settle any remaining claim arising out of this contract, including the validity of this arbitration clause, by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. We both agree Judgment on an award that the arbitrator(s) gives is limited to an award in conformity with the law, and may be entered in any court having jurisdiction of the matter. The arbitrator shall not award punitive or other damages not measured by the winning party's actual damages, except as required by statute. We shall arbitrate in Gainesville, FL, and the laws of the State of Florida shall govern. Each of us shall bear our own costs, fees and expenses of arbitration and both agree, consistent with the expedited nature of arbitration, that each of us will, upon written request, promptly provide copies to the other of all relevant documents, and allow us and our retained engineer to inspect and conduct tests at the site. Each of us shall bear the costs of the neutral arbitrator equally, and shall pay when invoiced, and be fully paid up before the award is delivered. We agree that failure or refusal of either of us to pay our required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine a witness. In such event, the other party is required to present evidence and legal arguments as the arbitrator(s) may require for the making of an award. We both agree that a structural engineer experienced in foundation support shall be named as arbitrator. Neither of us can demand arbitration after the date when any applicable statute of limitation would bar the institution of legal or equitable proceedings based on such claim or dispute.
- 4. NOTICE AND OPPORTUNITY TO CURE. IF ARBITRATION IS WAIVED OR HELD INVALID BY A COURT OF COMPETENT JURISDICTION, THIS CONTRACT IS SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER

558, FLORIDA STATUTES (THE "ACT") REGARDING CONSTRUCTION DEFECTS. THE ACT REQUIRES YOU TO OFFER NOTICE TO RAM JACK OF ANY CONSTRUCTION DEFECT THAT WE HAVE NOT PREVIOUSLY SETTLED RELATED TO THE WORK, AND THE OPPORTUNITY TO RESOLVE ANY REMAINING CLAIMS.

5. This Writing Is Our Agreement: We Don't Want You to Rely on What Someone Said or Showed You'You agree that this Agreement and its related documents, as described below, are the entire understanding between us concerning the products and services we are offering, and takes the place of all other agreements, whether written or oral, between us. YOU SHALL NOT RELY ON, AND YOU AGREE THAT YOU ARE NOT RELYING ON ANY STATEMENTS, VIDEO, OR MEDIA THAT YOU HAVE READ, SEEN, OR HEARD OUTSIDE OF THIS WRITTEN AGREEMENT, AS THEY ARE NEITHER WARRANTIES NOR PART OF THIS AGREEMENT.

IAGREE THAT THE RAM JACK REPRESENTATIVE HAS NOT MADE ANY STATEMENTS, VERBAL OR OTHERWISE, THAT CONFLICT WITH OR MISREPRESENT THE GOODS OR SERVICES AS STATED IN THIS AGREEMENT AND HAS EXPLAINED IN CLEAR DETAIL THE OBJECTIVES OF THE WORK AND HAS MADE NO GUARANTEES AS TO ANY RESULT OF THE WORK OTHER THAN THOSE WARRANTIES THAT ARE REPRESENTED IN THE LIMITED WARRANTY OR SERVICES STATED IN A SERVICE AGREEMENT.

You also have the right to cancel this transaction at any time prior to midnight of the third business day, after the date of this agreement by using the notice in your folder.

6. I read Paperwork, Ram Jack answered My Questions I am the Owner of the Site and have read this Contract, in addition to the Bid, Service Plan, Right to Cancel, Florida State Law Disclosures, and Causes of Foundation Failure. I agree they are easy to understand and form my Agreement. I also agree that all of the above documents will be read together to resolve any disputes, and my signature shall serve as acknowledgement that I received a copy of all of the above documents.

I had an opportunity, if requested, to read the Limited Warranty, and ask questions about it and all of the above documents, which Ram Jack reviewed with me and answered in plain language. If married and my spouse is not present, I have the authority to sign as Agent. I understand this agreement and agree to all of its terms.

(Signature to Follow Below)

#### C. Florida State Law Disclosures

Hyatt Group LLC ("Ram Jack") is required under Florida law to disclose the following regarding Liens and the Construction Recovery Fund:

1. Subcontractor Liens. Even though Ram Jack does not use subcontractors (and if we did, we would have the subcontractor agree to waive his rights as to filing a lien) and our principal supplier has never filed a lien against one of its dealers, this disclosure is required:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES, AND ARE NOT PAID IN FULL, HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL.

2. Make Timely Payment. A contract is a relationship of trust. You trust us to do a job and we trust you to make timely payment. If you are not satisfied for any reason, talk with us as we are conducting the Work. Since the Work is typically complete within a few days, sufficient time does not exist for a person to offer the Notice to Owner, as discussed below.

IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

3. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND. PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

CONSTRUCTION INDUSTRY LICENSING BOARD 1940 NORTH MONROE STREET TALLAHASSEE, FLORIDA 32399-2215 AT PHONE 850.487.1395.

4. Notice of Commencement Unless we receive a timely Notice of Commencement, we have no obligations under this Contract, and we will not file for a permit unless we receive a timely Notice of Commencement.

This Contract may be signed by electronic signature, in counterparts, and each signature and counterpart shall constitute an original.

If married and my spouse is not present, I have the authority to sign as Agent. If my spouse is present, he or she has also consented to this Contract and I am signing for both of us. We, or I, understand this Contract and agree to all of its terms.

MY SIGNATURE SHALL SERVE AS ACKNOWLEDGEMENT AND RECEIPT OF A COPY OF THIS CONTRACT, BID, RIGHT TO CANCEL, FLORIDA STATE LAW DISCLOSURES AND ANY LIMITED WARRANTY.

Customer E Signature will acknowledge the above and below statements.

(The Following Page begins the Limited Warranty on Steel Piles)

### Lifetime Limited Warranty on Steel Piles

What Ram Jack Solid Foundations Covers For The Life Of Your Structure. The Ram Jack® steel pile is designed to resist vertical settlement of a load bearing structural beam within a limited area along the beam directly above the pile. The Florida Solid Foundations, Inc. ("Ram Jack") Limited Warranty ("Warranty") is that any Ram Jack driven or helical pile, which Ram Jack installs at your property, will not move downward for the life of your structure.

Period of Coverage. Coverage begins upon full and timely payment of the Ram Jack installation. Coverage continues for the life of the structure and terminates upon the first of the following to occur: (1) you transfer the property but take no action to transfer the Warranty, (2) the transfer does not qualify, (3) a person other than Ram Jack alters, works on, disturbs, or adjusts your Ram Jack Foundation Solutions System, (4) the structure is altered, creating additional loads as Ram Jack reasonably determines, or (5) the present structure no longer substantially exists.

What Ram Jack Will Do Free of Charge Ram Jack will inspect its Work, and using its discretion, adjust or replace, free of charge, any Ram Jack driven steel or helical pile, including its respective bracket if damaged, should it experience downward movement ("settlement") as shown on the Service Plan, in a good and workmanlike manner, using the Ram Jack Foundation Solutions System. The preceding is your sole remedy under this Warranty.

**Exclusive Warranty.** This Warranty supersedes all other warranties, and is offered exclusively instead of any other warranties, written, oral, expressed or implied, all of which Ram Jack disclaims.

### What Ram Jack Does Not Cover

- 1. The Warranty does not cover any damages (direct, consequential, etc.) as a result of (1) downward movement of a pile and/or (2) adjustment or replacement of a pile. Consequential damages include, but are not limited to, damage to concrete, brick, mortar, sheetrock, wood, wallpaper, paint, fixtures, rigid materials, furnishings, personal property, and all components of a structure.
- 2. Ram Jack is not responsible for any movement of soil beneath the foundation/structure, and as a result, the Warranty does not cover: (1) any settlement of the foundation or floor outside the area directly above each pile, (2) any lateral ("sideways") and/or upward movement ("heaving") of the foundation or floor of the structure, and (3) any damages from movement. The Warranty does not cover any failure or defects (present or future) of the structure, including the foundation and the floor (and its substructure components, including existing piles, support joists and beams, and all wood). The Warranty only covers the downward movement of a pile and does not cover damages from any movement of the foundation, floor, structure, or its components.
- 3. The Warranty does not cover any costs the Owner incurs for repairs at the property without the written approval of Ram Jack. By way of example and not limitation, an Owner's repairs to the foundation, structure, components, sheetrock, engineered flooring system, plumbing, sprinkler system, flooring, cosmetic or other repairs related to the Work at the property address are not covered without written approval from the Ram Jack Operations Manager.
- 4. The Warranty does not cover failure from catastrophic events, caused by man or nature, or a combination of both factors. Such catastrophes may take the form of tornadoes, earthquakes, excessive wind (including hurricanes) fire, explosions, floods, storm surge, tidal waves, rain causing slope failure, failure from natural soil creep, soil collapse, slope failure, heaving,

sinkholes, subsidence or similar events. Even if piles do not fail, catastrophes may cause foundation or structural movement (such as uplifting of the piles) that this Warranty does not cover.

5. The Warranty does not cover the failure of a foundation or components of a wood engineered flooring system. Concrete and wood are affected by the quality of their design, construction, components, and maintenance. Other than a Ram Jack pile providing support to a limited area of a structural beam directly above it, Ram Jack has no control over factors that affect the life of your foundation and wood flooring system, which include weather, drainage, moisture, wood destroying organisms, lack of maintenance, and similar deterioration factors.

Your Responsibilities; Allowing Us to Visit and Conduct Testing It is your responsibility to maintain your foundation and/or crawlspace. We cannot control the weather, which may cause a slab to crack or a crawlspace to settle, causing structural issues. Crawlspaces with moisture will cause mold, rot, warping, and wood damaging organisms to invade the space. You may need to repair the exterior crack of a slab or encapsulate and dehumidify a crawlspace. Separations between bricks, cracking or separation of wood and walls, uneven flooring, cracked tiles and decks, and stuck doors and windows, etc., are symptoms of movement.

Ram Jack installed piles are designed not to fail and do not move downwards. After decades of refining and using the Ram Jack System and solving customer concerns, most issues are related to drainage, subsurface water, or plumbing leaks, not the downward movement of Ram Jack piles.

Since it is difficult to diagnose an issue when drainage/plumbing or other issues exist, if we make a request, you agree to repair such problems before we conduct work or further inspections. After improvements are made, you agree to allow our retained engineer and us to inspect and conduct testing at the site when favorable conditions are present, and to offer us any engineering reports.

Transfer. The Owner of this Warranty is the person named in the Agreement for Work and any approved transferee. The Owner may transfer this Limited Warranty to a transferee of the property ("New Owner") if within 60 days of a property transfer, the following are sent to the address below or as requested: (1) the Transfer Fee of \$120, which is subject to change without notice, (2) Ram Jack transfer forms stating Ram Jack is released from all claims other than this Warranty, and (3) the New Owner states they have and will retain possession of the Agreement. You must meet all requirements, or any transfer is void. Ram Jack transfer forms are available upon request. The Ram Jack National Limited Warranty Trust continues any Period of Warranty Coverage. Please register your Warranty at www.ramjackdealersassoc.com for coverage. State Law; Disputes. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state. Other than any right to collect our installation Price, we both agree not to litigate, but to resolve all disputes related to this Agreement by negotiation and arbitration as follows: You must first enter into direct negotiations with us, for at least six months after you meet with us at the Site. We may extend this time by mutual agreement. You will allow us and our retained engineer to inspect and conduct testing at the site. If we do not settle all issues by negotiation, then except as otherwise provided above, we both agree to the following exclusive means of dispute resolution: A party may demand to settle any remaining dispute arising out of this agreement, including the validity of this arbitration clause, by arbitration before a single arbitrator, administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. Judgment on the award rendered by the arbitrator(s) shall be limited to an award in conformity with the law and may be entered in any court having jurisdiction hereof. The arbitrator shall not award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.

The parties shall arbitrate in Gainesville, Florida, and the laws of the State of Florida shall govern. Other Each party shall bear its own costs, fees and expenses of arbitration and both agree, consistent with the expedited nature of arbitration, that each party will, upon written request, promptly provide copies to the other party of all relevant documents. Other than inspecting and conducting tests at the site, and exchanging relevant documents, there shall be no other discovery allowed. The parties shall bear the costs of the neutral arbitrator equally, and shall pay when invoiced, and fully paid before the award is delivered. The parties agree that failure or refusal of a party to pay its required charges shall constitute a waiver by that party to present evidence or cross-examine witness.

In such event, the other party is required to present evidence and legal arguments as the arbitrator(s) may require for the making of an award, which award shall be held as confidential by the parties. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided above. The parties also agree that a structural engineer experienced in foundation support shall be named as arbitrator.

If the parties both agree to waive arbitration, they may proceed to resolve any dispute under Chapter 558, Florida Statutes, regarding notice and opportunity to cure.

Contact Us. Hyatt Group LLC, an independent dealer, offers this Limited Warranty. In the event you require warranty work, contact Ram Jack at:

Is effective upon full and timely payment Attn: Warranty Claims at Installation. If you have questions as to 24526 NW 178th Place High Springs, FL 32643 whether your warranty is effective, please call us. Phone: 1.855.888.5225 Ram Jack is the sole arbiter of whether your Warranty Is effective.

Finey To Community Pulloppust

Signature: Melinda J. Parker

Date: 12/20/2022

1000 3:55pm

Che R. Wy HYMIT GIRCUP LIC

12122121

MEMBER

CDD Manager 12.20.22

# ADDENDUM TO CONTRACT DATED DECEMBER 202 BETWEEN PINEY-Z COMMUNITY DEVELOPMENT DISTRICT (OWNER) AND HYATT GROUP LLC (CONTRACTOR)

### **CONTRACTOR** agrees to:

- a. provide to OWNER a certificate of insurance showing OWNER as a certificate holder
- b. provide to OWNER proof of CONTRACTOR'S participation in the E-Verify program, as required of government entities by the State of Florida, effective January 1, 2021. Said participation is to remain in effect throughout the duration of the project.
- provide to OWNER a copy of its W-9 so that payment may be promptly made
- d. comply with the State of Florida's Public Records Law as described below

### **PUBLIC RECORDS**

Pursuant to Section 119.0701, Florida Statutes:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:

Ms. Sandra Demarco
Extension 40532
#954-603-0033
sandra.demarco@inframark.com
Suite 702
210 North University Drive
Coral Springs, Florida 33071

### Contractor agrees to:

 Keep and maintain public records required by Owner to perform the service;

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

Failure to provide the public records to Owner within a reasonable time may subject Contractor to penalties under Sections 119.10 and 119.0701(4), Florida Statutes.

Piney-Z Community Development District Hyatt Group LLC

Date: 13.30.

By: an rw Its MEMBER

Date: 12-21-22



### Repair & Renovation, Inc.

ASSOCIATED WITH SPERRY & ASSOCIATES, INC. 4495 CAPITAL CIRCLE NW • TALLAHASSEE, FL 32303 (850) 562-1007 / FAX (850) 562-2797 CBC1265574

### PROPOSAL AND CONTRACT AGREEMENT

November 4, 2022 Piney Z Clubhouse 950 Piney Z Plantation Rd. Tallahassee, FL 32311

Attn: Rick Evans

Subject to prompt acceptance and to all terms and conditions printed on the back hereof, which are hereby referred to and expressly made a part hereof, Commercial Repair & Renovation, Inc. (hereinafter "CRR") provides the following Proposal to the Buyer addressed above:

CRR agrees to furnish labor and materials for the following scope of work (the "Work"):

- Demo and dispose of kiddle pool cover, portion of concrete, and wooden trestle. Fill in kiddle pool with concrete to match existing style. Remove quartz rock and fill in 2'x2' squares with concrete to match existing style.
- Convert existing electrical junction box to fit inside of flush mounted Quartzite 12" x 12" x 12" underground enclosure box. Encase in concrete,
- Demo and dispose of damaged areas of concrete disturbed by underground roots. Repour concrete to match existing style.

TOTAL COST FOR THE ABOVE SCOPE OF WORK: \$14,195.72

Terms: 100% due upon completion with no retainage withheld

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

Accepted by Buyer Programmed Jantituy and Address: 950 Programmed School Card Com	CR&R, INC. ("Seller") License Number: CBC 1265574  E-mail: Jeremy @ commercial repair renovation.com
By Melenda J. Parker	By Mas B
Its COD Manager	Is President
Date: 12-21-22	Date: 12/21/2022

#### TERMS AND CONDITIONS

- 1. By signing this Contract, Buyer agrees to the following Terms and Conditions which shall apply to the Scope of Work set forth herein (also referred to as the "Work"). This Proposal, including the Terms and Conditions set forth herein constitutes the complete agreement of the parties and may not be modified except in writing signed by all parties hereto (hereinafter "Proposal" or "Contract"). ORAL REPRESENTATIONS BY EITHER PARTY ARE NOT BINDING AND SHOULD NOT BE RELIED UPON. In the event CRR begins the Work at the request of the Buyer prior to the full execution of this Contract, the parties agree that the Terms and Conditions herein shall still apply to the Work.
- 2. CRR shall provide Buyer with monthly invoices based upon the percentage of the Work completed. No retainage shall be withheld. Invoices not paid within ten (10) days of the date of the Invoice, shall bear interest at the rate of 1.5% per month from the due date until paid or the maximum legal rate permitted by law, whichever is higher. In the event of breach of this Contract by the Buyer for non-payment or any other material breach, CRR may unilaterally stop Work without prejudice to any other remedy it may have, until Buyer cures such breach. In the event Buyer fails to cure its breach within a seven (7) days from receipt of notice from CRR of its breach, CRR may elect to terminate this Contract.
- 3. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (i) when delivered by personal delivery or (ii) three (3) business days after having been deposited in the United States Mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid or (iii) when successfully transmitted electronically by email or facsimile transmission, during normal business hours on a business day, addressed to the party as set forth on the first page of this Contract.
- 4. Buyer acknowledges and understands that pursuant to this Contract, CRR is furnishing services and materials to improve real property and pursuant to Fla. Stat. Ch. 713, CRR is entitled to file and enforce a claim of lieu upon the real property for any sums remaining unpaid upon completion of the Work. Prior to the beginning Work, Buyer shall execute and post a Notice of Commencement at the real property and provide CRR with all information necessary to give proper notices to enforce any Construction Lieu rights that CRR, or any of its Subcontractors and suppliers, may have. The information provided by Buyer will include the Buyer's interest in the real property on which the Project is located and the identity of any other parties having a legal or financial interest in the real property or the Work.
- 5. Buyer shall be responsible for any site work required to prepare the real property so that CRR may begin Work upon the anticipated start date and continue through to completion without interruption from Buyer, other contractors or any other third parties. Buyer is responsible for any and all necessary soil tests and the costs of any engineering, plans, designs or specifications necessary for the completion of the Work. CRR shall have no obligation to begin Work unless and until all necessary licenses, permits, notices and site work are complete. Buyer represents that it shall not interfere with CRR's progress on the Work and that it shall not schedule any other contractor or third party whose work may interfere with CRR's progress on the Work.
- 6. Upon full execution of the Contract, CRR shall advise the Buyer of an anticipated start date upon which it shall begin to make delivery of materials and/or labor to commence and complete the performance of the Work. CRR shall diligently pursue and substantially complete all Work to be performed under this Contract within a reasonable period of time, taking into consideration delays that are beyond the control of CRR, including, but not limited to, weather conditions, delays in selection or delivery of materials, change orders requested by Buyer, delays caused by the government, owner, general contractor, architect and/or engineers; terrorism, armed conflict or economic dislocation resulting therefrom; embargoes; shortage of labor, raw materials production facilities, or transportation; labor difficulties, civil disorders of any kind; action of civil or military authorities; rendor priorities and allocations, fires, floods, accidents and acts of God.
- 7. CRR shall furnish all necessary materials in accordance with the respective industry tolerance of color variation, thickness, and size, finish, texture and performance standards. CRR's Work is guaranteed against defects in workmanship for a period on one year from the date of substantial completion of the Work. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 8. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
- 9. All changes to the Work or selection of finished materials which may be requested by the Buyer are subject to CRR's approval and must be in writing. CRR shall have no responsibility to perform any changes to the Work or extra work, without a written Change Order signed by the Buyer and CRR. Buyer shall pay to CRR any increase in contract price prior to the Work being performed, or, at CRR's option, at the time of final payment, or as set forth in the Change Order.
- 10. Upon request from CRR, the Buyer shall furnish any necessary surveys of the real property. CRR agrees that it will secure and pay for permits and licenses of a temporary nature which may be required solely to complete the Work by CRR. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Buyer, unless otherwise specified. The Buyer shall furnish all temporary site facilities including suitable covered space and hoisting at no cost to CRR.
- 11. Buyer warrants and represents to CRR that Buyer has fee simple marketable title to the real property, free and clear of all liens or encumbrances, and Buyer shall submit proof of same to CRR immediately upon request. Buyer further warrants that Buyer has legal right of access to the Property and all rights of title, including easements necessary for the construction, use and occupancy of the structure. Any loss or damage suffered by CRR or any third party as the result of a defect in title or incorrect designation of the boundaries or location of the structure shall be borne solely by Buyer.
- 12. Buyer hereby acknowledges and agrees that CRR shall not be responsible for special, incidental, or consequential damages arising out of the completion of its Work or its presence on the real property. CRR shall not be responsible for damage to its Work by the Buyer, its employees, agents, contractors, subcontractors or any other third parties. Any repair work necessitated by such damage will be considered as an order for extra work. Buyer further agrees that no delay in the progress or completion of the Work will give rise to any liability for damages, including but not limited to liquidated, incidental or consequential damages, and Buyer hereby waives and releases any such claims against CRR.
- 13. Buyer agrees that CRR shall retain the title to all materials and equipment delivered and placed upon any real property upon which the Work is to be performed until such materials are integrated and incorporated into the Work. Upon integration and incorporation of the materials into the Work, Buyer agrees that all risk of loss or damage to the materials passes to the Buyer, unless such damage or loss is a direct result of the negligent or intentional act of CRR or its employees.
- 14. CRR shall carry worker's compensation and employer's liability insurance in amounts to comply with the laws and regulations of the State in which the Work shall be done. The Buyer shall be responsible for and at its option may maintain such insurance as will protect it from contingent liability for damages for personal injury, including death, which may arise from the Work under this Agreement. The Buyer shall effect and maintain property insurance upon the entire real property upon which the Work is to be performed and the Work to one hundred percent of the insurable value thereof, including items of labor and materials connected therewith whether in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction. Buyer and CRR hereby waive all rights, including without limitation any rights of subrogation, against each other and any of their subcontractors, sub-subcontractors, agents and employees, each to the other, for damages arising out of the Work to the extent covered by insurance obtained pursuant to this Agreement or other property insurance applicable to the Work, except such rights as they have to proceeds of any such insurance held by the Buyer as fiduciary.
- 15. In the event of any disputes arising out of or in connection with this Contract, the prevailing party therein shall be entitled to recover reasonable attorney fees and

# ADDENDUM TO CONTRACT DATED DECEMBER 22, 2022 BETWEEN PINEY-Z COMMUNITY DEVELOPMENT DISTRICT (OWNER) AND CRR, INC. (COMMERCIAL REPAIR AND RENOVATION, INC.), (CONTRACTOR)

### CRR, Inc. agrees to:

- a. provide to OWNER a certificate of insurance showing OWNER as a certificate holder
- b. provide to OWNER proof of CRR, Inc.'s participation in the E-Verify program, as required of government entities by the State of Florida, effective January 1, 2021. Said participation is to remain in effect throughout the duration of the project.
- c. provide to OWNER a copy of its W-9 so that payment may be promptly made
- d. comply with the State of Florida's Public Records Law as described below

#### **PUBLIC RECORDS**

Pursuant to Section 119.0701, Florida Statutes:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:

Ms. Sandra Demarco
Extension 40532
#954-603-0033
sandra.demarco@inframark.com
Suite 702
210 North University Drive
Coral Springs, Florida 33071

### Contractor agrees to:

a. Keep and maintain public records required by Owner to perform the service:

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

Failure to provide the public records to Owner within a reasonable time may subject Contractor to penalties under Sections 119.10 and 119.0701(4), Florida Statutes.

Piney-Z Community Development District

its: CDD Manager

Date: 12-21-22

CRR, Inc.

By: Mest CRA

Date: 12/21/2022