

***ZEPHYR LAKES  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Board of Supervisors  
Meeting***

***Tuesday  
November 1, 2016***

***9:00 a.m.***

***At:***

***Residence Inn  
2101 Northpointe Parkway  
Lutz, Florida***

***Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.***

# Zephyr Lakes Community Development District

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Development Planning and Financing Group  
15310 Amberly Drive, Suite 175, Tampa, Florida 33647  
Phone: 813-374-9105

Board of Supervisors  
**Zephyr Lakes Community  
Development District**

Dear Board Members:

The Regular Meeting of the Board of Supervisors of Zephyr Lakes Community Development District is scheduled for **Tuesday, November 1, 2016 at 9:00 a.m.** at the Residence Inn, 2101 Northpointe Parkway, Lutz, Florida, 33558.

*The advanced copy of the agenda for the meeting is attached along with associated documentation for your consideration. Any additional support material will be forwarded to you under separate cover or distributed at the meeting.*

The balance of the agenda is routine in nature and staff will present their reports at the meeting. In the meantime if you have any questions, please contact me.

Sincerely,

Paul Cusmano  
District Manager

## ZEPHYR LAKES COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Tuesday November 1, 2016  
Time: 9:00 a.m.  
Location: Residence Inn  
2101 Northpointe Parkway  
Lutz, Florida 33558

Conference Call No.: (563) 999-2090  
Code: 686859#

### *AGENDA*

#### **I. Roll Call**

#### **II. Audience Comments**

#### **III. Organizational Matters**

- A. Oath of Office of Newly Elected Supervisors
- B. Consideration of Resolution 2017-1, Canvassing & Certifying Results  
Of the Landowners Election Exhibit 1
- C. Compensation of Supervisors
- D. Consideration of Resolution 2017-2 Elections of Officers Exhibit 2

#### **IV. Consent Agenda**

- A. Approval of Minutes from September 6, 2016 Meeting Exhibit 3
- B. Acceptance of September 2016 Unaudited Financial Statement Exhibit 4

#### **V. Business Matters**

- A. Approval of Resolutions 2017-3 Prompt Payment Policy  
and Procedure Exhibit 5
- B. Additional Matters

**VI. Staff Reports**

- A. District Manager
- B. Attorney
- C. District Engineer

**VII. Supervisors Requests**

**VIII. Audience Questions and Comments on Other Items**

**IX. Adjournment**

# EXHIBIT 1

RESOLUTION 2017-01

A RESOLUTION CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES

WHEREAS, pursuant to Section 190.006(2), Florida Statute, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of a Community Development District for the purpose of electing three Supervisors of the District; and

WHEREAS, following proper publication of notice thereof, such landowners meeting was held November 1, 2016, at which the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board of Supervisors by means of this Resolution desire to canvas the votes and declare and certify the results of said election;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ZEPHYR LAKES COMMUNITY DEVELOPMENT DISTRICT;**

1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown, to wit:

<u>Lori Price</u>	210 Votes
<u>Ted Sanders</u>	210 Votes
<u>Vacant</u>	0 Votes

2. In accordance with said statute, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected for the following terms of office:

Lori Price

four (4) year term

Ted Sanders

four (4) year term

Vacant

two (2) year term

3. Said terms of office shall commence immediately upon the adoption of this Resolution.

PASSED AND ADOPTED THIS 1st DAY OF NOVEMBER, 2016.

\_\_\_\_\_  
Chairman Mike Lawson

\_\_\_\_\_  
Secretary Paul Cusmano

# EXHIBIT 2



RESOLUTION 2017-2  
A RESOLUTION DESIGNATING OFFICERS OF THE ZEPHYR  
LAKES COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the Zephyr Lakes Community Development District at the business meeting held on November 1, 2016 desires to appoint the below recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF ZEPHYR LAKES COMMUNITY  
DEVELOPMENT DISTRICT:

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

<u>Mike Lawson</u>	Chairman
<u>Doug Draper</u>	Vice Chairman
<u>Paul Cusmano</u>	Secretary
<u>Patricia Comings-Thibault</u>	Treasurer
<u>Paul Cusmano &amp; Maik Aagaard</u>	Assistant Treasurer
<u>Carolyn Stewart &amp; Janet Johns</u>	Assistant Secretary
<u>Lori Price</u>	Assistant Secretary
<u>Ted Sanders</u>	Assistant Secretary
<u>Vacant</u>	Assistant Secretary

2. That this resolution supersedes all previous resolutions and motions designating, electing or appointing officers adopted by the Board of Supervisors of the Zephyr Lakes Community Development District and are hereby declared null and void.

Adopted this 1st day of November, 2016.

\_\_\_\_\_  
Chairman Mike Lawson

\_\_\_\_\_  
Secretary Paul Cusmano

# EXHIBIT 3

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**MINUTES OF MEETING  
ZEPHYR LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Zephyr Lakes Community Development District was held on Tuesday, September 6, 2016 at 5:30 p.m. at the Residence Inn, 2101 Northpointe Parkway, Lutz, Florida.

**FIRST ORDER OF BUSINESS - Roll Call**

Mr. Cusmano called the meeting to order.

Present and constituting a quorum were:

Michael Lawson	Board Supervisor, Chairman
Doug Draper	Board Supervisor, Vice Chairman
Lori Price	Board Supervisor, Assistant Secretary

Also present were:

Paul Cusmano	District Manager
Vivek Babbar	District Counsel ( <i>via telephone</i> )

**SECOND ORDER OF BUSINESS – Audience Comments**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS – Administrative Matters**

**A. Approval of Minutes of June 7, 2016 Meeting**

Mr. Cusmano presented the minutes of the June 7, 2016 meeting and asked for comments, questions or corrections.

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the minutes of the Board of Supervisors meeting held on June 7, 2016 for the Zephyr Lakes Community Development District.

**B. Acceptance of the June 2016 Summary Financial Statements**

Mr. Cusmano presented the June 2016 Summary Financial Statements and asked for comments or questions.

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board accepted the June 2016 Summary Financial Statements for the Zephyr Lakes Community Development District.

**FOURTH ORDER OF BUSINESS – Business Matters**

**A. 2016-2017 Budget Public Hearing**

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**1. Open Public Hearing**

Mr. Cusmano requested a motion to open the Public Hearing.

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board opened the Public Hearing for the Zephyr Lakes Community Development District.

**2. Review of the 2016-2017 Budget**

Mr. Cusmano presented the 2016-2017 Budget and asked for comments or questions.

**3. Public Comment & Testimony**

There being none, next item followed.

**4. Close Public Hearing**

Mr. Cusmano requested a motion to close the Public Hearing.

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board closed the Public Hearing for the Zephyr Lakes Community Development District.

**B. Consideration and Adoption of Resolution 2016-04 Annual Appropriation Resolution Adopting the Fiscal Year 2016-2017 Budget**

Mr. Cusmano presented Resolution 2016-04 Annual Appropriation Resolution Adopting the Fiscal Year 2016-2017 Budget and asked for comments or questions.

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adopted Resolution **2016-04** Annual Appropriation Resolution Adopting the Fiscal Year 2016-2017 Budget for the Zephyr Lakes Community Development District.

**C. Consideration and Approval of the FY 2016-2017 Budget Funding Agreement**

Mr. Cusmano presented the FY 2016-2017 Budget Funding Agreement and asked for comments or questions.

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved the FY 2016-2017 Budget Funding Agreement, subject to any refinements needed prior to execution and authorized the Chair to complete those negotiations and execute, and then ratify in the future, for the Zephyr Lakes Community Development District.

**D. Consideration and Approval of Promissory Note for O & M**

Mr. Cusmano presented the Promissory Note for O & M and asked for comments or questions.

Mr. Lawson asked Mr. Babbar to give an overview of the Promissory Note.

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On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the Promissory Note for O & M for the Zephyr Lakes Community Development District.

**E. Consideration of Resolution 2016-05 Officers; Appointing Paul Cusmano as Secretary**

Mr. Cusmano presented Resolution 2016-05 Officers; Appointing Paul Cusmano as Secretary and asked for comments or questions.

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted Resolution **2016-05** Officers; Appointing Paul Cusmano as Secretary for the Zephyr Lakes Community Development District.

**F. Consideration and Approval of the 2016-2017 Meeting Schedule**

Mr. Cusmano presented the 2016-2017 Meeting Schedule and asked for comments or questions.

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the 2016-2017 Meeting Schedule for the Zephyr Lakes Community Development District.

**G. Review of the Final Audit Report Ending 9-30-2015**

Mr. Cusmano presented the Final Audit Report ending 9-30-2015 and asked for comments or questions.

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved the Final Audit Report Ending 9-30-2015 for the Zephyr Lakes Community Development District.

**FIFTH ORDER OF BUSINESS – Staff Reports**

**A. Manager**

There being none, the next item followed.

**B. Attorney**

There being none, the next item followed.

**C. Engineer**

There being none, the next item followed.

**SIXTH ORDER OF BUSINESS – Public Comments**

There being none, the next item followed.

**SEVENTH ORDER OF BUSINESS – Supervisor Requests**

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There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS – Adjournment**

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adjourned the meeting for the Zephyr Lakes Community Development District.

*\*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

**Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on \_\_\_\_\_**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

**Title:**  Secretary  Assistant Secretary

**Title:**  Chairman  Vice Chairman

# EXHIBIT 4

**Zephyr Lakes  
Community Development District**

**Financial Statements  
(Unaudited)**

**September 30, 2016**



**Zephyr Lakes CDD**  
**Balance Sheet**  
**September 30, 2016**

	<b>GENERAL FUND</b>
<b><u>ASSETS:</u></b>	
CASH	\$ 1,984
DEVELOPER RECEIVABLE	347
<b>TOTAL ASSETS</b>	<b>\$ 2,331</b>
<b><u>LIABILITIES:</u></b>	
ACCOUNTS PAYABLE	\$ 347
<b><u>FUND BALANCE:</u></b>	
ASSIGNED:	-
UNASSIGNED:	1,984
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 2,331</b>

**Zephyr Lakes CDD  
General Fund**

**Statement of Revenues, Expenses and Changes in Fund Balance  
For The Period Starting October 1, 2015 Ending September 30, 2016**

	<u>FY2016 ADOPTED BUDGET</u>	<u>BUDGET YEAR-TO-DATE</u>	<u>ACTUAL YEAR-TO-DATE</u>	<u>VARIANCE FAVORABLE (UNFAVORABLE)</u>
<b>REVENUE</b>				
SPECIAL ASSESSMENTS - ON-ROLL	\$ -	\$ -	\$ -	\$ -
DEVELOPER FUNDING	103,664	103,664	72,499	(31,165)
INTEREST	-	-	-	-
<b>TOTAL REVENUE</b>	<u><b>103,664</b></u>	<u><b>103,664</b></u>	<u><b>72,499</b></u>	<u><b>(31,165)</b></u>
<b>EXPENDITURES</b>				
<b>ADMINISTRATIVE:</b>				
PAYROLL - BOS	12,000	12,000	5,000	7,000
PAYROLL TAXES	918	918	383	536
PAYROLL SERVICES FEE	676	676	266	410
TRAVEL PER DIEM - BOS	500	500	30	470
MANAGEMENT CONSULTING SERVICES	21,000	21,000	21,000	-
CDD FIELD MANAGEMENT	36,000	36,000	36,000	-
ACCOUNTING SERVICES	9,000	9,000	-	9,000
BANKING SERVICES	300	300	-	300
MISCELLANEOUS	500	500	-	500
AUDITING SERVICES	3,200	3,200	2,350	850
REGULATORY AND PERMIT FEES	175	175	175	-
LEGAL ADVERTISEMENTS	1,500	1,500	588	912
ENGINEERING SERVICES	4,000	4,000	-	4,000
LEGAL SERVICES - GENERAL	7,500	7,500	3,942	3,558
WEBSITE DEVELOPMENT & HOSTING	1,995	1,995	978	1,017
<b>TOTAL ADMINISTRATIVE</b>	<u><b>99,264</b></u>	<u><b>99,264</b></u>	<u><b>70,712</b></u>	<u><b>28,552</b></u>
<b>INSURANCE:</b>				
INSURANCE (PO, Liability, Property & Casualty)	4,400	4,400	2,363	2,037
<b>TOTAL INSURANCE</b>	<u><b>4,400</b></u>	<u><b>4,400</b></u>	<u><b>2,363</b></u>	<u><b>2,037</b></u>
<b>TOTAL EXPENDITURES</b>	<u><b>103,664</b></u>	<u><b>103,664</b></u>	<u><b>73,075</b></u>	<u><b>30,589</b></u>
<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES</b>	-	-	(576)	(576)
FUND BALANCE - BEGINNING	-	-	2,560	2,560
FUND BALANCE - ENDING	<u><u><b>\$ -</b></u></u>	<u><u><b>\$ -</b></u></u>	<u><u><b>\$ 1,984</b></u></u>	<u><u><b>\$ 1,984</b></u></u>

**Zephyr Lakes CDD**  
**Capital Projects**

**Statement of Revenues, Expenses and Changes in Fund Balance**  
**For The Period Starting October 1, 2015 Ending September 30, 2016**

	<u>ACTUAL</u> <u>YEAR-TO-DATE</u>
<b>REVENUE</b>	
SPECIAL ASSESSMENTS - ON-ROLL	\$ -
DEVELOPER FUNDING	600
INTEREST & MISC. REVENUE	-
<b>TOTAL REVENUE</b>	<u>600</u>
<b>CONSTRUCTION EXPENSES:</b>	
CONSTRUCTION	600
CONTINGENCY	-
<b>TOTAL FIELD OPERATIONS</b>	<u>600</u>
<b>TOTAL EXPENDITURES</b>	<u>600</u>
<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES</b>	-
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	<u>\$ -</u>

**Zephyr Lakes CDD**  
**Cash Reconciliation - General Fund**  
**September 30, 2016**

	New BU Acct
<b>Balance Per Bank Statement</b>	\$ 1,983.69
Less: Outstanding Checks	-
<b><i>Adjusted Bank Balance</i></b>	<b><u>\$ 1,983.69</u></b>
<b>Beginning Cash Balance Per Books</b>	\$ 2,208.89
Cash Receipts	5,551.50
Cash Disbursements	(5,776.70)
<b><i>Balance Per Books</i></b>	<b><u>\$ 1,983.69</u></b>

**Zephyr Lakes CDD  
Check Register  
FY 2016**

DATE	Check No	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	New BU
<b>EOM Balance 9-30-16</b>				<b>5,646.64</b>	<b>4,279.27</b>	<b>2,681.45</b>
10/05/2015		Deposit - Developer	GF 2015-12, 13	7,113.00		9,794.45
10/05/2015	2022	DPFG	CDD/Field Mgmt - Oct		4,750.00	5,044.45
10/05/2015	2024	Egis Insurance Advisors, LLC	Insurance - FY 2016		2,363.00	2,681.45
10/16/2015	2025	Atlas Professional Services, Inc.	Web Site Hosting - Oct		60.00	2,621.45
10/16/2015	2026	TAMPA BAY TIMES	Legal Ad		121.88	2,499.57
10/19/2015	2027	FLORIDA DEPT OF ECONOMIC OPPORTU	Annual Filing Fee FY 2016		175.00	2,324.57
10/28/2015	2028	Straley & Robin	Legal Svcs thru 10/15/15		173.40	2,151.17
10/30/2015		ADP	Payroll Service Fee		36.57	2,151.17
<b>EOM Balance 10-31-16</b>				<b>7,113.00</b>	<b>7,643.28</b>	<b>2,114.60</b>
11/25/2015		Deposit	CF 2015-01	639.00		2,753.60
11/25/2015	2029	HEIDT DESIGN	2015-01 CF		600.00	2,153.60
<b>EOM Balance 11-30-16</b>				<b>639.00</b>	<b>600.00</b>	<b>2,153.60</b>
12/10/2015	2030	Dune FL Land I Sub, LLC	Refund Tax 2015-01		39.00	2,114.60
12/28/2015		Deposit	GF 2016-01	13,428.36		15,542.96
12/29/2015	2031	Atlas Professional Services, Inc.	Web Site Set Up/Domain Name/Hosting		318.17	15,224.79
12/29/2015	2032	DPFG	CDD/Field Mgmt - Nov & Dec		9,500.00	5,724.79
12/29/2015	2033	Straley & Robin	Legal Svcs thru 11/15/15		259.85	5,464.94
12/29/2015	2034	TAMPA BAY TIMES	Legal Ad		100.34	5,364.60
12/31/2015	ACH12312015	Paychex	BOS Mtg - 10/6, 11/3, 12/1- Fees		40.95	5,323.65
12/31/2015	10000DD	Anthony Brannan	BOS Mtg - 10/6/15		184.70	5,138.95
12/31/2015	10001	IRA DOUG DRAPER	BOS Mtg - 10/6, 11/3, 12/1		554.10	4,584.85
12/31/2015	10003DD	Lori Price	BOS Mtg - 10/6, 11/3, 12/1		513.27	4,071.58
12/31/2015	10002	Michael Lawson	BOS Mtg - 10/6, 11/3, 12/1		554.10	3,517.48
12/31/2015	ACH12312015	Paychex	BOS Mtg - 10/6,11/3, 12/1		346.83	3,170.65
<b>EOM Balance 12-31-16</b>				<b>13,428.36</b>	<b>12,411.31</b>	<b>3,170.65</b>
01/07/2016	2035	Atlas Professional Services, Inc.	Web Site Hosting - Dec		60.00	3,110.65
01/07/2016	2036	Straley & Robin	Legal Svcs thru 12/15/15		195.00	2,915.65
01/07/2016	2037	TAMPA BAY TIMES	Legal Ads		179.40	2,736.25
01/07/2016	2038	TAMPA BAY TIMES	Legal Ad		79.70	2,656.55
01/19/2016	2039	Atlas Professional Services, Inc.	Web Site Hosting - Jan		60.00	2,596.55
01/25/2016	2040	TAMPA BAY TIMES	Legal Ad		63.05	2,533.50
<b>EOM Balance 1-31-16</b>				<b>-</b>	<b>637.15</b>	<b>2,533.50</b>
02/01/2016		Dune FL Land I Sub, LLC	GF 2016-02	4,750.00		7,283.50
02/02/2016	2041	DPFG	GF 2016-02 CDD/Field Mgmt - Jan		4,750.00	2,533.50
02/12/2016		Dune FL Land I Sub, LLC	GF 2016-03	4,750.00		7,283.50
02/15/2016	2042	DPFG	GF 2016-03 CDD/Field Mgmt - Feb		4,750.00	2,533.50
02/15/2016	2043	Atlas Professional Services, Inc.	Web Site Hosting - Feb		60.00	2,473.50
<b>EOM Balance 2-29-16</b>				<b>9,500.00</b>	<b>9,560.00</b>	<b>2,473.50</b>
03/10/2016	ACH03102016	Paychex	P/R Fees EOY		20.00	2,453.50
03/10/2016	2044	Atlas Professional Services, Inc.	Web Site Hosting - March		60.00	2,393.50
03/10/2016	2045	Straley & Robin	Legal Svcs thru 2/15/16		162.85	2,230.65
03/25/2016	2046	Straley & Robin	Legal Svcs thru 3/15/16		180.20	2,050.45
<b>EOM Balance 3-31-16</b>				<b>-</b>	<b>423.05</b>	<b>2,050.45</b>
04/05/2016		Deposit	GF 2016-04	7,120.00		9,170.45
04/06/2016	2047	DPFG	CDD/Field Mgmt - March		4,750.00	4,420.45
04/11/2016	ACH04112016	Paychex	P/R Fees (requested a refund)		54.00	4,366.45
<b>EOM Balance 4-30-16</b>				<b>7,120.00</b>	<b>4,804.00</b>	<b>4,366.45</b>
05/03/2016	2048	Atlas Professional Services, Inc.	Web Site Hosting - April		60.00	4,306.45
05/06/2016	ACH05062016	Paychex	P/R Fees		52.25	4,254.20
05/06/2016	10004	IRA DOUG DRAPER	BOS Mtgs - 2/2 & 3/1/16		369.40	3,884.80
05/06/2016	10006DD	Lori Price	BOS Mtgs - 2/2 & 3/1/16		348.15	3,536.65
05/06/2016	10005	Michael Lawson	BOS Mtg - 3/1/16		184.70	3,351.95
05/06/2016	ACH05062016	Paychex	BOS Mtgs - 2/1 & 3/2/16		204.85	3,147.10
05/06/2016	10007	THEODORE SANDERS	BOS Mtg - 2/2/16		184.70	2,962.40
05/10/2016	2049	Atlas Professional Services, Inc.	Web Site Hosting - May		60.00	2,902.40
05/10/2016	2050	Straley Robin Vericker	Legal Svcs thru 4/15/16		251.35	2,651.05
05/10/2016	51016PC	Paychex	PAYCHEX EIB INVOICE #2016042800		64.00	2,587.05
05/26/2016	2051	Straley Robin Vericker	Legal Svcs thru 5/15/16		425.00	2,162.05
<b>EOM Balance 5-31-16</b>				<b>-</b>	<b>2,204.40</b>	<b>2,162.05</b>

**Zephyr Lakes CDD  
Check Register  
FY 2016**

DATE	Check No	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	New BU
06/10/2016		Deposit	GF 2016-05	5,480.00		7,642.05
06/13/2016	2052	DPFG	CDD/Field Mgmt - April		4,750.00	2,892.05
06/16/2016		Deposit	GF 2016-06	5,482.25		8,374.30
06/17/2016	2053	DPFG	CDD/Field Mgmt - May		4,750.00	3,624.30
06/17/2016	2054	Atlas Professional Services, Inc.	Web Site Hosting - June		60.00	3,564.30
06/23/2016		Deposit	GF 2016-07	5,482.25		9,046.55
06/23/2016	2055	DPFG	CDD Mgmt - June		4,750.00	4,296.55
		<b>EOM Balance 6-30-16</b>		<b>16,444.50</b>	<b>14,310.00</b>	<b>4,296.55</b>
07/18/2016	2056	Atlas Professional Services, Inc.	Web Site Hosting - July		60.00	4,236.55
07/20/2016	10010DD	IRA DOUG DRAPER	BOS Mtgs - 4/5, 5/3, 6/7/2016		584.06	3,652.49
07/20/2016	ACH07202016	Lori Price	BOS Mtgs - 4/5, 5/3, 6/7/2016		512.85	3,139.64
07/20/2016	10009	Michael Lawson	BOS Mtgs - 4/5, 5/3, 6/7/2016		554.10	2,585.54
07/20/2016		Paychex	BOS Mtgs - 4/5, 5/3, 6/7/2016		316.65	2,268.89
07/28/2016		Deposit	GF 2016-08	8,031.90		10,300.79
07/28/2016	2057	DiBartolomeo, McBee, Hartley & Barnes, PA	Audit FY 2015		2,350.00	7,950.79
07/28/2016	2058	DPFG	CDD/Field Mgmt - July		4,750.00	3,200.79
07/28/2016	2059	Straley Robin Vericker	Legal Svcs thru 6/15/16		931.90	2,268.89
		<b>EOM Balance 7-31-16</b>		<b>8,031.90</b>	<b>10,059.56</b>	<b>2,268.89</b>
08/02/2016	2060	Atlas Professional Services, Inc.	Web Site Hosting - August		60.00	2,208.89
08/19/2016		Deposit	GF 2016-09	4,962.00		7,170.89
08/22/2016	2061	DPFG	CDD/Field Mgmt - August		4,750.00	2,420.89
08/22/2016	2062	Straley Robin Vericker	Legal Svcs thru 7/15/16		212.00	2,208.89
		<b>EOM Balance 8-31-16</b>		<b>4,962.00</b>	<b>5,022.00</b>	<b>2,208.89</b>
09/09/2016	2063	Atlas Professional Services, Inc.	Web Site Hosting - September		60.00	2,148.89
09/09/2016	2064	TAMPA BAY TIMES	Legal Ad		165.20	1,983.69
09/21/2016		Deposit	GF 2016-10	5,551.50		7,535.19
09/22/2016	2065	DPFG	CDD/Field Mgmt - September		4,750.00	2,785.19
09/22/2016	2066	Straley Robin Vericker	Legal Svcs thru 8/15/16		801.50	1,983.69
		<b>EOM Balance 9-30-16</b>		<b>5,551.50</b>	<b>5,776.70</b>	<b>1,983.69</b>

# EXHIBIT 5

## MEMORANDUM

To: Board of Supervisors  
Zephyr Lakes CDD

From: Paul Cusmano

Date: November 1, 2016

Re: Prompt Payment Policies and Procedures

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The purpose of this memorandum is to outline the Zephyr Lakes Community Development District's ("District") responsibilities under the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) ("Act"). The Act requires districts to establish procedures for marking payment requests or invoices as "received" and to establish dispute resolution procedures in the event a dispute occurs between a district and a contractor.

The accompanying proposed resolution and policy ("Prompt Payment Policies and Procedures") sets forth specific policies and procedures to ensure timely payment to vendors or contractors providing goods or services to the District and to provide guidance in contracting matters. The Prompt Payment Policies and Procedures will provide more protection for the District by establishing a process to deny and resolve instances of improper invoices such as an invoice for goods or services that fail to meet the contract requirements. As required by the Act, the Prompt Payment Policies and Procedures delineate the procedure for accepting and calculating the date of payment for construction services and non-construction goods and services.

If you have questions regarding the Prompt Payment Act, or the attached proposed Resolution and Prompt Payment Policies and Procedures, please do not hesitate to contact me.



**RESOLUTION 2017-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ZEPHYR LAKES COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 218, Florida Statutes, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District (the “Board”) accordingly finds that it is in the best interests of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ZEPHYR LAKES COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend them; provided, however, that as the provisions of Chapter 218, Florida Statutes, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. All District resolutions, policies or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed, except as noted below.

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

**PASSED AND ADOPTED THIS 1st DAY OF NOVEMBER, 2016.**

ATTEST:

**ZEPHYR LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:** Prompt Payment Policies and Procedures

# **ZEPHYR LAKES COMMUNITY DEVELOPMENT DISTRICT**

## **Prompt Payment Policies and Procedures** **In Accordance With the Local Government Prompt Payment Act** **Chapter 218, Part VII, Florida Statutes**

**November 1, 2016**

**Zephyr Lakes Community Development District**  
**Prompt Payment Policies and Procedures**

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**I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) (“PPA”), the purpose of the Zephyr Lakes Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

**II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

**III. Definitions**

**A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

**B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

**C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

**D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the

Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**

An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8016517388C-6. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone 1-813-374-9104, email: paul.cusmano@dpg.com)

##### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date
4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved

- in writing by the Board of the District Manager
6. Project name (if applicable)
  7. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of goods should also contain:
    - a. A complete item description
    - b. Quantity purchased
    - c. Unit price(s)
    - d. Total price (for each item)
    - e. Total amount of invoice (all items)
    - f. The location and date(s) of delivery of the goods to the District
  8. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of services should also contain:
    - a. Itemized description of services performed
    - b. The location and date of delivery of the services to the District
    - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
    - d. Itemization of other direct, reimbursable costs (including description and amount)
    - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
      - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
      - ii. Paid receipt
      - iii. Waiver/lien release from subcontractor (if applicable)
  9. Any applicable discounts
  10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV.A.-D., above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Contractor.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. **Mailing and Drop Off Address**  
Development Planning and Financing Group  
c/o Paul Cusmano  
15310 Amberly Drive, Suite 175  
Tampa, Florida 33647
2. **Email Address**  
[Paul.cusmano@dpg.com](mailto:Paul.cusmano@dpg.com)

## VI. Calculation of Payment Due Date

### A. Non-Construction Goods and Services Invoices

1. **Receipt of Proper Invoice**  
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
2. **Receipt of Improper Invoice**  
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
  - a. On which delivery of personal property is fully accepted by the District;
  - b. On which services are completed and accepted by the District;
  - c. On which the contracted rental period begins (if applicable); or
  - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
3. **Rejection of an Improper Invoice**  
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

1. Be provided in writing;
2. Specify any and all known deficiencies; and
3. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date



the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Contractor may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Contractor shall identify the Agent to which the Contractor shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Contractor's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.

b. The District's rejection of the Improper Payment Request must:

1. Be provided in writing;
2. Specify any and all known deficiencies; and
3. State actions necessary to correct the Improper Invoice.

c. If a Contractor submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

**VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in § 218.735, Fla. Stat., for Construction Services, and § 218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Contractor**

If a dispute between the District and a Contractor cannot be resolved following resubmission of a payment request by the Contractor, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.

3. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
4. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
5. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
6. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

### **VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§ 218.77, Fla. Stat.).

### **IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, § 218.735 (7) and (8), Fla. Stat.

**X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

**A. Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§ 218.74 (4), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month, or the rate specified by agreement, whichever is greater. The Contractor must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§ 218.735 (8)(i), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**C. Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§ 218.78, Fla. Stat.).



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**Sacramento, CA**

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Sacramento, CA 95841  
P: (916) 480-0305  
F: (916) 480-0499

**Las Vegas, NV**

3277 E. Warm Springs Road,  
Suite 100  
Las Vegas, NV 89120  
P: (702) 478-9277  
F: (702) 629-5497

**Boise, ID**

950 West Bannock, 11th Floor  
Boise, ID 83702  
P: (208) 319-3576  
F: (208) 439-7339

**Phoenix, AZ**

3302 East Indian School Road  
Phoenix, AZ 85018  
P: (602) 381-3226  
F: (602) 381-1203

**Austin, TX**

8140 Exchange Drive  
Austin, TX 78754  
P: (512) 732-0295  
F: (512) 732-0297

**Orlando, FL**

1060 Maitland Center Commons,  
Suite 340  
Maitland, FL 32751  
P: (321) 263-0132  
F: (321) 263-0136

**Tampa, FL**

15310 Amberly Drive, Suite 175  
Tampa, FL 33647  
P: (813) 374-9104  
F: (813) 374-9106

**Research Triangle, NC**

1340 Environ Way, Suite 328  
Chapel Hill, NC 27517  
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N. Charleston, SC 29405  
P: (843) 277-0021  
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