

***PANTHER TRACE II  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package  
Regular Meeting***

***Monday  
August 26, 2019***

***6:30 p.m.***

***Panther Trace II Clubhouse  
11518 Newgate Crest Drive  
Riverview, 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.***

# Panther Trace II Community Development District

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DPFG Management & Consulting, LLC  
15310 Amberly Drive, Suite 175, Tampa, Florida 33647  
Phone: 813-374-9105

Board of Supervisors  
**Panther Trace II Community  
Development District**

Dear Board Members:

A Regular Meeting of the Board of Supervisors of the Panther Trace II Community Development District is scheduled for **Monday, August 26, 2019 at 6:30 p.m.** at the **Panther Trace II Clubhouse**, 11518 Newgate Crest Drive, Riverview, Florida.

*The advanced copy of the agenda for the meeting is attached along with associated documentation. Any additional support material will be distributed at the meeting.*

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

Sincerely,

Ray Lotito  
District Manager

cc: Attorney, Straley Robin Vericker  
Engineer, Stantec  
Clubhouse Manager  
District Files

District: **PANTHER TRACE II COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: August 26, 2019

Time: 6:30 P.M.

Location: Panther Trace II Clubhouse  
11518 Newgate Crest Drive  
Riverview, Florida

### ***Agenda***

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

#### **Pledge of Allegiance**

#### **II. Audience Comments on Agenda Items (*limited to three minutes*).**

#### **III. Landscape and Pond Maintenance**

**Exhibit 1**

A. LMP Maintenance Report (*under separate cover*)

**Exhibit 2**

B. Remson Aquatics Pond Maintenance Report

#### **IV. Administrative Matters**

**Exhibit 3**

A. Consideration and Approval of Minutes of the  
July 22, 2019 Meeting

**Exhibit 4**

B. Acceptance of the Unaudited July 2019 Financial Statement

C. Ratification of Zebra Invoice #3001 Pool Pump and  
Motor Replacement - \$6,271.37

**Exhibit 5**

D. Ratification of the Contract with Campus Suites  
For ADA Compliant Website Development and  
Maintenance - \$3,135.00

**Exhibit 6**

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

A. Old Business

None

B. New Business

1. Proposed Amenity Facility Policy Amendment Public Hearing
  - a. Open Public Hearing
  - b. Review Proposed Amenity Policy Amendments **Exhibit 7**
  - c. Audience Comments
  - d. Close Public Hearing
  - e. Consideration and Adoption of Resolution 2019-05 Revising the Amenity Facility Policy **Exhibit 8**
2. Fiscal Year 2019-2020 Budget Public Hearing
  - a. Open Budget Public Hearing
  - b. Review FY 2020 Budget **Exhibit 9**
  - c. Audience Comments
  - d. Close Public Hearing
  - e. Consideration and Adoption of Resolution 2019-06 FY 2019-2020 Budget **Exhibit 10**
3. Fiscal Year 2019-2020 Assessment Public Hearing
  - a. Open Public Hearing
  - b. Audience Comments
  - c. Close Public Hearing
  - d. Consideration and Adoption of Resolution 2019-07 FY 2019-07 Imposing O&M Special Assessments **Exhibit 11**

- |     |   |                   |
|-----|---|-------------------|
| 4.  | Consideration and Adoption of Resolution 2019-08 Adopting the FY 2020 CDD Meeting Schedule  | <b>Exhibit 12</b> |
| 5.  | Consideration and Approval of LMP Proposal #61153 Removal of Existing Plant Material End of Medians Along Panther Trace Blvd., at Evington Point Dr., Silton Peace Dr., Balintore Dr., and Belcroft Dr. - \$7,400.00. | <b>Exhibit 13</b> |
| 6.  | Consideration and Approval of LMP Proposal #61154 Removal of Existing Plant Material End Of Median Along Panther Trace Blvd. and Evington Point Dr. - \$4,500.50.   | <b>Exhibit 14</b> |
| 7.  | Consideration and Approval of LMP Proposal #61394 Cut Back Wood Line Encroaching on Residents Yards - \$2,465.00.   | <b>Exhibit 15</b> |
| 8.  | Consideration and Approval of BRB Construction and Consulting, LLC Proposal - Stormwater Structure Remediation - \$13,120.  | <b>Exhibit 16</b> |
| 9.  | Consideration and Approval GHS Environmental, LLC Water Meter Reading Agreement   | <b>Exhibit 17</b> |
| 10. | Remson Aquatics Proposal #1218 Fish Stocking  | <b>Exhibit 18</b> |
| 11. | Discussion of Amenities Manager Salary and Duties   |                   |

## **VI. Staff Report**

- |    |   |                   |
|----|---|-------------------|
| A. | District Manager                              |                   |
| B. | District Counsel                              |                   |
| C. | District Engineer                             |                   |
| D. | Amenity Manager August 2019 Operations Report | <b>Exhibit 19</b> |

**VII. Audience Comments** *(limited to three minutes)*

**VIII. Supervisor Requests**

**IX. Adjournment**

*Dial-In Number can be provided upon request to the District Office at least 1 week prior to the scheduled CDD Board meetings.*

**EXHIBIT 1.**

*(Under Separate Cover)*

## **EXHIBIT 2.**





# **Panther Trace II**

## **Water Way Inspection Report**

Prepared by:

Remson Aquatics LLC, Riverview FL

Matthew Remson Environmental Scientist

11207 Remson Lane, Riverview, FL 33578

Cell: 813-748-2433 Office: 813-671-2851

Pond: 1

**Comments:**

Little to no Torpedo grass or Algae blooms were present at this site.

Small amount of new growth was treated this maintenance event.



Pond: 3

**Comments:**

Torpedo grass was present and treated this maintenance event.

Little to no Algae blooms were found in this site.



Pond: 4

**Comments:**

Little to no Torpedo Grass or Algae blooms were found in this site.



Pond: 5

**Comments:**

Little to no Torpedo Grass or Algae blooms were found in this site.

New spadderdock was found and treated this maintenance event.

Will return in 14 days with follow up treatment/inspection.





Pond: 8

**Comments:**

Little to no Torpedo Grass or Algae blooms were found in this site.



Pond:12

**Comments:**

Torpedo grass was present and treated this maintenance event.

Little to no Algae blooms were found in this site.



Pond: 21

**Comments:**

Little to no Torpedo Grass or Algae blooms were found in this site.

New spadderdock was found and treated this maintenance event.



Pond:23

**Comments:**

Little to no Torpedo Grass or Algae blooms were found in this site.



Pond: 25

**Comments:**

Little to no Algae blooms or torpedo grass was present.

Hydrilla was present and treated

Will return in 14 days with follow up treatment/inspection.



Pond: 28

**Comments:**

Little to no Algae blooms or torpedo grass was present.

Hydrilla was present and treated

Will return in 14 days with follow up treatment/inspection.





## Pond: 33

**Comments:**

Torpedo grass was present and treated this maintenance event.

Spadderdock was present and treated this monitoring event.

An overwhelming amount of liter was present in this site due to drain flushing. The liter was manually removed



## Pond: 34

**Comments:**

Algae blooms were present and treated this maintenance event.

Torpedo grass was present and treated this maintenance event.

Spadderdock was present and treated this monitoring event.



Pond: 33 Liter/Debris removal

**Comments:**

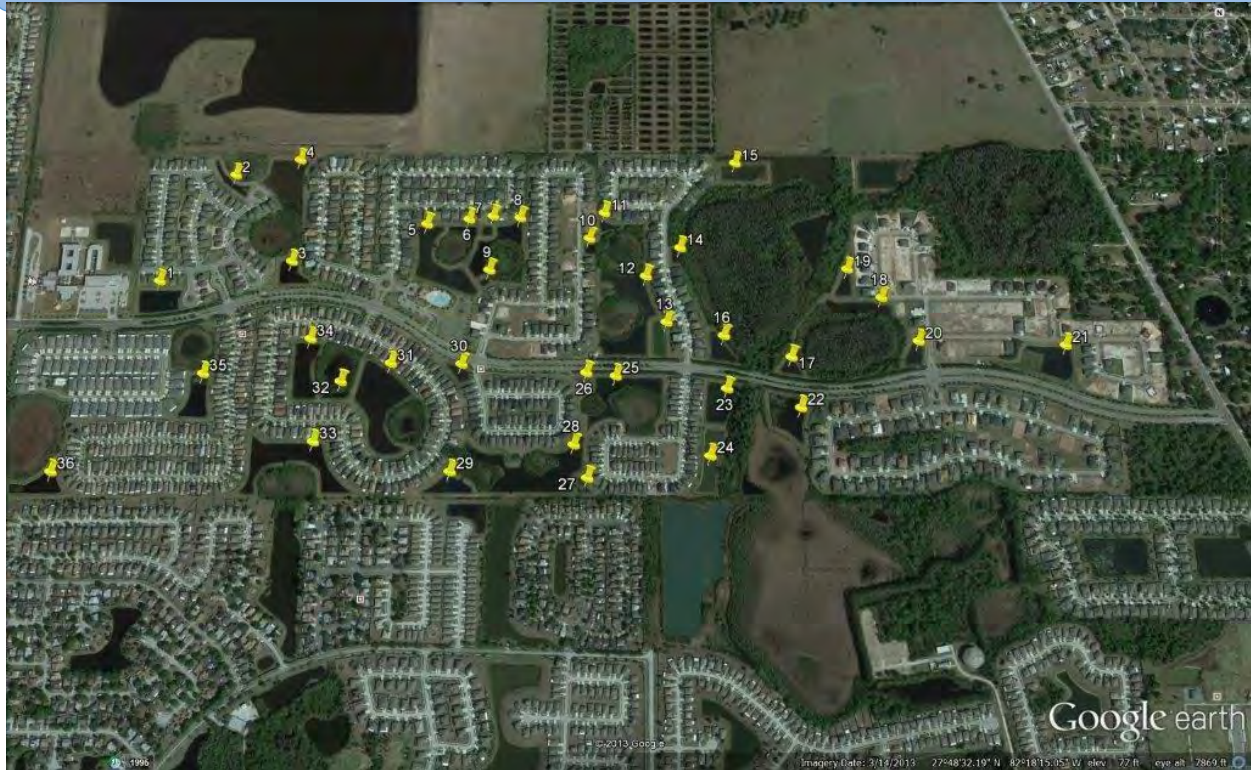
Pond 33 had an overwhelming amount of liter/debris due to the daily rain events that flushed the debris out of the stormwater drains.

Liter was manually removed.





### Panther Trace II Stormwater Map



### Lake/Pond Recommendations and Summary

Spadderdock growth was found in ponds 5, 21, 33, and 34 and was treated, we will return within 14 days with a follow-up inspection/retreatment if necessary. Hydrilla was found in sites 25 and 28 and was treated, we will return within 14 days with a follow-up inspection/treatment if necessary. Pond 33 had an overwhelming amount of liter/debris due to the daily rain events that flushed the debris out of the stormwater drains.

This is the most stressful time of the year for our waterways and we will take additional measures to help reduce the stress of your waterways. We will add more pond Dye which blocks sunlight from penetrating and allows cooler temperatures. Dye will also help reduce the growth of submersed vegetation. Other options are available such as shoreline planting, aeration systems, and adding beneficial bacteria to you lakes/ponds.

We will continue to monitor and treat for torpedo grass and other nuisance species of vegetation along the shoreline and near the drain/control elevation structures. We will continue to promote the growth of native vegetation throughout the community.

**EXHIBIT 3.**

1 **MINUTES OF MEETING**  
2 **PANTHER TRACE II**  
3 **COMMUNITY DEVELOPMENT DISTRICT**  
4

5 The Regular Meeting of the Board of Supervisors of the Panther Trace II Community  
6 Development District was held on Monday, July 22, 2019 at 6:30 p.m. at Panther Trace II Clubhouse,  
7 11518 Newgate Crest Drive, Riverview, Florida 33579.  
8

9 **FIRST ORDER OF BUSINESS – Roll Call**

10 Mr. Lotito called the meeting to order and conducted roll call.

11 Present and constituting a quorum were:

12 Jeff Spiess	Board Supervisor, Chairman
13 David Steppy	Board Supervisor, Vice Chairman
14 R. Clinton Miner	Board Supervisor, Assistant Secretary

15 Also present were:

16 Raymond Lotito	District Manager, DPFG Management & Consulting LLC
17 Kristen Schalter	District Counsel (via phone)

18  
19 *The following is a summary of the discussions and actions taken at the July 22, 2019 Panther Trace II*  
20 *CDD Board of Supervisors Regular Meeting.*  
21

22 **SECOND ORDER OF BUSINESS – Audience Comments on Agenda Items**

23 Resident Mr. Richard Williams reported that communal rules for residents are not being adhered  
24 to, noting hostile actions towards security staff, leading to a request for further enforcement of the rules.

25 **THIRD ORDER OF BUSINESS – Landscape and Pond Maintenance**

26 A. Exhibit 1: LMP Maintenance Report

27 B. Exhibit 2: Remson Aquatics Pond Maintenance Report

28 A Remson Aquatics representative delivered the pond maintenance report, offering the Board the  
29 option of a formal proposal for the reduction of mosquito populations in local water bodies. Options of  
30 interest for the formal proposal include mosquito fish or a chemical treatment. Additionally, a motion to  
31 approve Exhibit 13 was approved.

32 C. District Counsel

33 Due to illness, Ms. Schalter delivered her report earlier in the meeting than standard, reporting  
34 that the Plant Removal Agreement with ECO360 has been executed and that revision of the amenities  
35 facility policy has been drafted and awaiting Board review and revision for the August meeting.

36 **FOURTH ORDER OF BUSINESS – Administrative Matters**

37 A. Exhibit 3: Consideration and Approval of Minutes of the June 24, 2019 Meeting

On a MOTION by Mr. Steppy, SECONDED by Mr. Spiess, WITH ALL IN FAVOR, the Board approved the Minutes of the Board of Supervisors Regular Meeting held on June 24, 2019 for the Panther Trace II Community Development District.

B. Exhibit 4: Acceptance of the Unaudited June 2019 Financial Statement

On a MOTION by Mr. Spiess, SECONDED by Mr. Miner, WITH ALL IN FAVOR, the Board accepted the Unaudited June 2019 Financial Statement for the Panther Trace II Community Development District.

**FIFTH ORDER OF BUSINESS – Business Matters**

A. Old Business

1. Consideration of Proposals for Trash Containers

- Exhibit 5: Consideration and Acceptance of Jayman Enterprises Proposal #471 Trash Containers - \$6,439.37
- Exhibit 6: Consideration and Acceptance of Park & Facilities Catalog Proposal - \$4,744.00
- Exhibit 7: Consideration and Acceptance of Park & Facilities Catalog Proposal - \$6,188.00

On a MOTION by Mr. Steppy, SECONDED by Mr. Spiess, WITH ALL IN FAVOR, the Board accepted Jayman Enterprises Proposal #471 Trash Containers for the amount of \$6,439.37 for the Panther Trace II Community Development District.

- Exhibit 6: Consideration and Acceptance of Park & Facilities Catalog Proposal - \$4,744.00
- Exhibit 7: Consideration and Acceptance of Park & Facilities Catalog Proposal - \$6,188.00

B. New Business

1. Exhibit 8: Consideration and Acceptance of LMP Irrigation Repairs Proposal #60630 - Controller #1 - \$176.98

On a MOTION by Mr. Spiess, SECONDED by Mr. Miner, WITH ALL IN FAVOR, the Board accepted LMP Irrigation Repairs Proposal #60630 – Controller #1 for the amount of \$176.98 for the Panther Trace II Community Development District.

2. Exhibit 9: Consideration and Acceptance of LMP Irrigation Repairs Proposal #60631 - Controller #2A - \$63.37

On a MOTION by Mr. Spiess, SECONDED by Mr. Miner, WITH ALL IN FAVOR, the Board accepted LMP Irrigation Repairs Proposal #60631 – Controller #2A for the amount of \$63.37 for the Panther Trace II Community Development District.

3. Exhibit 10: Consideration and Acceptance of LMP Irrigation Repairs Proposal #60632 - Controller #2B - \$114.40

On a MOTION by Mr. Spiess, SECONDED by Mr. Miner, WITH ALL IN FAVOR, the Board accepted LMP Irrigation Repairs Proposal #60632 – Controller #2B for the amount of \$114.40 for the Panther Trace II Community Development District.

4. Exhibit 11: Consideration and Acceptance of LMP Irrigation Repairs Proposal #60633 - Controller #3 - \$114.14

On a MOTION by Mr. Spiess, SECONDED by Mr. Miner, WITH ALL IN FAVOR, the Board accepted LMP Irrigation Repairs Proposal #60633 – Controller #3 for the amount of \$114.14 for the Panther Trace II Community Development District.

5. Exhibit 12: Consideration and Acceptance of LMP Irrigation Repairs Proposal #60634 - Controller #4 - \$263.75

On a MOTION by Mr. Spiess, SECONDED by Mr. Miner, WITH ALL IN FAVOR, the Board accepted LMP Irrigation Repairs Proposal #60634 – Controller #4 for the amount of \$263.75 for the Panther Trace II Community Development District.

6. Exhibit 13: Consideration and Acceptance of Remson Aquatics Proposal #1194 – Mitigation Maintenance - \$2,795.00

On a MOTION by Mr. Spiess, SECONDED by Mr. Steppy, WITH ALL IN FAVOR, the Board accepted Remson Aquatics Proposal #1194 – Mitigation Maintenance for the amount of \$2,795.00 for the Panther Trace II Community Development District.

#### **SIXTH ORDER OF BUSINESS – Staff Report**

A. District Manager

There being none, the next item followed.

B. District Counsel

Discussion on amenities because of utilization.

C. District Engineer

There being none, the next item followed.

D. Exhibit 14: Amenity Manager July 2019 Operations Report

The Panther Trace II Amenity Manager delivered the July 2019 Operations report, delivering a proposal for the replacement of the pool motor for the amount of \$3,948.00. Following review of the proposal, Mr. Steppy requested 2 additional proposals, namely a proposal for the replacement of the pool pump and a proposal for the replacement of the pool pump and motor. Discussion ensued.

On a MOTION by Mr. Miner, SECONDED by Mr. Steppy, WITH ALL IN FAVOR, the Board authorized the Chair to approve of the purchase of pool repairs in an amount not to exceed \$6,000.00 for the Panther Trace II Community Development District.

#### **SEVENTH ORDER OF BUSINESS – Audience Comments**

There being none, the next item followed.

#### **EIGHTH ORDER OF BUSINESS – Supervisor Requests**

Mr. Miner requested a discussion on the reserve study in the future, noting receiving new information concerning this matter. Mr. Ward inquired about the status of the batting cages with staff response detailing the signing of a contract for batting cages and awaiting the approval of a permit related to this matter.

Following previous Supervisor requests, discussion returned to the topic of enforcement of communal rules with affected security staff noting receiving verbal abuse, the presence of unsupervised children, and the necessity of stronger reinforcement (and revision) of rules. A member of the Board inquired as to whether a suspension process can be implemented. Discussion ensued.

**NINTH ORDER OF BUSINESS – Adjournment**

Mr. Lotito asked for final questions, comments, or corrections before adjourning the meeting. There being none, Mr. Steppy made a motion to adjourn the meeting.

On a MOTION by Mr. Steppy, SECONDED by Mr. Spiess, WITH ALL IN FAVOR, the Board adjourned the meeting for the Panther Trace II 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.**

**Panther Trace II  
Community Development District**

**Financial Statements  
(Unaudited)**

**July 31, 2019**



**Panther Trace II CDD**

**Balance Sheet**

**July 31, 2019**

	<b>GENERAL FUND</b>	<b>SERIES 2014 DEBT SERVICE</b>	<b>TOTAL</b>
1 <b><u>ASSETS:</u></b>			
2			
3 CASH - OPERATING ACCOUNT	\$ 41,408	\$ -	\$ 41,408
4 PETTY CASH	100	-	100
6 CASH - DEBIT CARD	1,985	-	1,985
7			
8 INVESTMENTS:			
9 MONEY MARKET ACCOUNT	863,958	-	863,958
10 REVENUE TRUST	-	310,090	310,090
12 RESERVE CASH TRUST	-	327,553	327,553
13 REDEMPTION - PREPAYMENT TRUST	-	31	31
15 ACCOUNTS RECEIVABLE	-	-	-
16 ASSESSMENTS RECEIVABLE (TAX ROLL)	-	-	-
17 DUE FROM GF	874	-	874
18 PREPAID EXPENSES	-	-	-
19 DEPOSITS	2,162	-	2,162
20 <b>TOTAL ASSETS</b>	<b>\$ 910,486</b>	<b>\$ 637,674</b>	<b>\$ 1,548,160</b>
21			
22			
23 <b><u>LIABILITIES:</u></b>			
24			
25 ACCOUNTS PAYABLE	\$ 20,708	\$ -	\$ 20,708
27 DUE TO DEVELOPER	17,959	-	17,959
28 DEFERRED REVENUE (TAX ROLL)	-	-	-
30 DUE TO OTHER FUNDS	-	874	874
32			
33 <b><u>FUND BALANCE:</u></b>			
34			
35 NONSPENDABLE:			
36 PREPAID AND DEPOSITS	2,332	-	2,332
37 ASSIGNED:			
38 THREE MONTH OPERATING RESERVE	210,878	-	210,878
39 FY16 RESERVE FOR R&R	28,884	-	28,884
40 FY17 RESERVE FOR R&R	40,900	-	40,900
41 FY18 RESERVE FOR R&R	41,200	-	41,200
42 FY19 RESERVE FOR R&R	41,500	-	41,500
43 RESTRICTED FOR:			
44 DEBT SERVICE	-	636,800	636,800
46 UNASSIGNED:	506,125	-	506,125
47			
48 <b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 910,486</b>	<b>\$ 637,674</b>	<b>\$ 1,548,160</b>

**Panther Trace II CDD**  
**General Fund**  
**Statement of Revenue, Expenditures and Changes in Fund Balance**  
**For the Period from October 1, 2018 to July 31, 2019**

	FY2019 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
<b>1 REVENUES</b>				
2 ASSESSMENTS - ON ROLL (BUDGETED NET)	\$ 907,430	\$ 907,430	\$ 908,677 (a)	\$ 1,247
3 INTEREST REVENUE	300	250	12,935	12,685
4 RENTAL REVENUE	3,000	2,500	2,782	282
5 MISCELLANEOUS REVENUE (ACCESS KEYS & OTHER)	-	-	290	290
6 FUND BALANCE FORWARD (RESERVE CONTRIBUTIONS)	36,550	-	-	-
7 DISCOUNT	-	-	-	-
8 <b>TOTAL REVENUES</b>	<b>947,280</b>	<b>910,180</b>	<b>924,684</b>	<b>14,504</b>
<b>9 EXPENDITURES</b>				
10 BOARD OF SUPERVISORS PAYROLL	12,000	10,000	9,139	861
11 PAYROLL TAXES	918	770	679	91
12 PAYROLL SERVICES FEE	1,300	1,083	676	408
13 TRAVEL PER DIEM	250	208	-	208
14 MANAGEMENT CONSULTING SERVICES	48,000	40,000	40,000	-
15 OFFICE SUPPLIES	150	125	208	(83)
16 BANK FEES	200	167	189	(23)
17 MASS MAILING	2,000	-	-	-
18 AUDITING	4,200	4,200	3,200	1,000
19 REGULATORY AND PERMIT FEES	175	175	175	-
20 LEGAL ADVERTISEMENTS	1,000	833	-	833
21 ENGINEERING SERVICES	6,000	5,000	5,975	(975)
22 LEGAL SERVICES	20,000	16,667	25,892	(9,225)
23 WEBSITE ADMINISTRATION	960	800	2,438	(1,638)
24 <b>TOTAL ADMINISTRATIVE</b>	<b>97,153</b>	<b>80,029</b>	<b>88,571</b>	<b>(8,542)</b>
<b>25 INSURANCE</b>				
26 INSURANCE (LIABILITY, PROPERTY & CASUALTY; BOND)	12,778	12,778	16,068	(3,290)
27 <b>TOTAL INSURANCE</b>	<b>12,778</b>	<b>12,778</b>	<b>16,068</b>	<b>(3,290)</b>
<b>28 DEBT SERVICE ADMINISTRATION</b>				
29 DISSEMINATION AGENT - BONDS	2,000	2,000	1,000	1,000
30 ARBITRAGE REBATE	650	650	650	-
31 TRUSTEE FEES	5,592	5,592	5,592	-
32 <b>TOTAL DEBT SERVICE ADMINISTRATION</b>	<b>8,242</b>	<b>8,242</b>	<b>7,242</b>	<b>1,000</b>
<b>33 SECURITY:</b>				
34 SECURITY SYSTEM - (ENVERA CONTRACT)	6,168	6,168	6,168	-
35 SECURITY MONITORING - (EMG)	440	367	368	(1)
36 SECURITY PATROL - (CBM)	34,200	28,500	20,409	8,091
37 SECURITY SYSTEM - MAINTENANCE & IMP.	1,200	1,000	840	160
38 <b>TOTAL SECURITY</b>	<b>42,008</b>	<b>36,035</b>	<b>27,785</b>	<b>8,250</b>
<b>39 PHYSICAL ENVIRONMENT EXPENSES:</b>				
40 ELECTRICITY	168,000	140,000	128,288	11,712
41 STREETLIGHTING LEASE	25,000	20,833	19,298	1,535
42 WATER	15,000	12,500	8,509	3,991
43 SOLID WASTE DISPOSAL	1,750	1,458	1,258	200
44 PET WASTE REMOVAL	12,480	10,400	5,220	5,180
45 PEST CONTROL	400	400	314	87
46 COMMUNICATIONS (TEL, INTERNET, TECH, ETC)	2,280	1,900	1,940	(40)
47 FACILITY MAINTENANCE	3,000	2,500	-	2,500
48 WATERWAY MANAGEMENT PROGRAM - CONTRACT	19,020	15,850	15,850	-
49 WATERWAY MANAGEMENT PROGRAM - OTHER	2,000	1,667	10,201	(8,534)
50 ENTRY & WALLS MAINTENANCE	1,200	1,000	-	1,000
51 LANDSCAPE MAINTENANCE - CONTRACT	201,381	167,818	183,503	(15,686)
52 LANDSCAPE MAINTENANCE - OTHER	47,920	39,933	62,083	(22,150)
53 IRRIGATION MAINTENANCE	2,000	1,667	9,800	(8,133)
54 IRRIGATION COMPLIANCE REPORTING	2,700	2,250	2,025	225
55 DECORATIVE LIGHTS & MAINTENANCE	7,500	7,500	5,230	2,270
56 SIGNAGE REPAIRS	1,200	1,000	275	725
57 FIELD MISCELLANEOUS	2,500	2,083	-	2,083
58 <b>TOTAL PHYSICAL ENVIRONMENT</b>	<b>515,331</b>	<b>430,759</b>	<b>453,794</b>	<b>(23,035)</b>

**Panther Trace II CDD**  
**General Fund**  
**Statement of Revenue, Expenditures and Changes in Fund Balance**  
**For the Period from October 1, 2018 to July 31, 2019**

	FY2019 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
65 <b>CLUBHOUSE &amp; AMENITY ADMINISTRATION:</b>				
66 AMENITY MANAGEMENT	46,000	38,333	35,472	2,861
67 AMENITY MANAGEMENT (CELL PHONE & REIMB EXPENSES)	600	500	500	-
68 FICA TAXES AMENITY EMPLOYEE - EMPLOYER PORTION	-	-	4,016	(4,016)
69 AMENITY MANAGEMENT PAYROLL SERVICE FEE	-	-	642	(642)
70 AMENITY MAINTENANCE & IMPROVEMENTS	1,500	1,250	2,052	(802)
71 CLUBHOUSE FACILITY MAINTENANCE - CLEANING	3,900	3,250	4,554	(1,304)
72 CLUBHOUSE FACILITY MAINTENANCE - OTHER	12,000	10,000	11,156	(1,156)
73 POOL MAINTENANCE	23,900	19,917	16,300	3,617
74 POOL PERMITS	425	425	425	-
75 POOL MAINTENANCE & MONITORING	9,500	7,917	3,377	4,539
76 CLUBHOUSE MISCELLANEOUS SUPPLIES	3,000	2,500	764	1,736
77 SPECIAL EVENTS	10,000	8,333	1,484	6,850
78 PLAYGROUND MAINTENANCE	3,000	2,500	111	2,389
79 CAPITAL OUTLAY	79,893	66,578	13,971	52,607
80 RESERVE CAPITAL - POOL FURNITURE	20,160	16,800	3,735	13,065
81 RESERVE CAPITAL - INTERIOR RENOVATIONS	16,390	13,658	-	13,658
82 <b>TOTAL</b>	<b>230,268</b>	<b>191,961</b>	<b>98,559</b>	<b>93,402</b>
83				
84 <b>BUDGETED INCREASE FUND BALANCE - CAPITAL RES.</b>	<b>41,500</b>	<b>-</b>	<b>-</b>	<b>-</b>
85				
86				
87 <b>TOTAL EXPENDITURES</b>	<b>947,280</b>	<b>759,803</b>	<b>692,019</b>	<b>67,785</b>
88				
89 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>150,377</b>	<b>232,665</b>	<b>82,289</b>
90				
91 <b>NET CHANGE IN FUND BALANCE</b>	<b>-</b>	<b>150,377</b>	<b>232,665</b>	<b>82,289</b>
92				
93 <b>FUND BALANCE - BEGINNING</b>	<b>571,473</b>	<b>571,473</b>	<b>639,154</b>	<b>639,154</b>
94 <b>DECREASE IN FUND BALANCE</b>	<b>(36,550)</b>	<b>-</b>	<b>-</b>	<b>-</b>
95 <b>INCREASE IN FUND BALANCE</b>	<b>41,500</b>	<b>-</b>	<b>-</b>	<b>-</b>
96				
97 <b>FUND BALANCE - ENDING</b>	<b>\$ 576,423</b>	<b>\$ 721,850</b>	<b>\$ 871,819</b>	<b>\$ 721,443</b>

a) Assessment budget reported at net and actual collections reported at net.

<b>Renewal &amp; Replacement (Reserve)</b>			
	FY 2016	\$	145,600
	FY 2017	\$	40,900
	FY 2018	\$	41,200
	FY 2019	\$	41,500
	<b>Total</b>	<b>\$</b>	<b>269,200</b>
	FY17 Pool Finish Per Reserve Study	\$	(100,000)
	FY17 Well Pumps per Reserve Study	\$	(10,080)
	FY 2018 Pool Filter Grid Replacement	\$	(2,901)
	FY 2019 Pool Table Furniture	\$	(3,735)
	<b>Total Reserve Balance After FY18 Reserve Component Exp.</b>	<b>\$</b>	<b>152,484</b>

**Panther Trace II CDD**  
**DS Fund - Series 2014**  
**Statement of Revenue, Expenditures and Changes in Fund Balance**  
**For the Period from October 1, 2018 to July 31, 2019**

	<b>FY 2019 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>
<b>1 REVENUE</b>				
2 ASSESSMENTS - ON ROLL (GROSS)	\$ 870,858	\$ 818,607	\$ 818,572 (a)	\$ (35)
3 INTEREST--INVESTMENT	-	-	11,844	11,844
4 DISCOUNT ASSESSMENTS	(34,834)	-	-	-
5 FUND BALANCE FORWARD	-	-	-	-
6 MISCELLANEOUSE INCOME	-	-	-	-
<b>7 TOTAL REVENUE</b>	<b>836,024</b>	<b>818,607</b>	<b>830,416</b>	<b>11,809</b>
<b>9 EXPENDITURES</b>				
10 COUNTY ASSESSMENT COLL FEES	17,417	-	-	-
11 INTEREST EXPENSE (NOV 2018)	-	-	187,218	(187,218)
12 INTEREST EXPENSE (MAY 2019, NOV 2019)	369,986	187,218	187,218	-
13 PRINCIPAL RETIREMENT (MAY 1, 2019)	445,000	445,000	445,000	-
14 PRINCIPAL PREPAYMENT	-	-	-	-
<b>15 TOTAL EXPENDITURES</b>	<b>832,403</b>	<b>632,218</b>	<b>819,436</b>	<b>(187,218)</b>
16				
17 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	3,621	186,389	10,980	(175,409)
18				
19				
<b>20 OTHER SOURCES AND USES</b>				
21 DEBT PROCEEDS	-	-	-	-
22 TRANSFER - IN	-	-	-	-
23 TRANSFER - OUT	-	-	-	-
<b>24 TOTAL OTHER SOURCES AND USES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
25				
26 NET CHANGE IN FUND BALANCE	3,621	186,389	10,980	(175,409)
27				
28 FUND BALANCE - BEGINNING	-	-	625,820	625,820
29				
<b>30 FUND BALANCE - ENDING</b>	<b>\$ 3,621</b>	<b>\$ 186,389</b>	<b>\$ 636,800</b>	<b>\$ 450,411</b>

31  
32 Note (A) - Assessments are budgeted at gross and YTD budget is reported at net of discount assessment and county assessment

**Panther Trace II CDD  
Cash Reconciliation  
July 31, 2019**

	<b><i>Bank United</i></b>
	<b><i>(Operating Acct)</i></b>
	<hr/>
Balance Per Bank Statement	\$ 51,165.88
Add: In Transit Transfers/Deposits	-
Less: Outstanding Checks	(9,758.07)
	<hr/>
<b><i>Adjusted Bank Balance</i></b>	<b><i>\$ 41,407.81</i></b>
	<hr/> <hr/>
Beginning Bank Balance Per Books	\$ 18,037.10
Add: Cash Receipts	100,357.91
Less: Cash Disbursements	(76,987.20)
	<hr/>
<b><i>Balance Per Books</i></b>	<b><i>\$ 41,407.81</i></b>
	<hr/> <hr/>

**Panther Trace II CDD  
Cash Register - FY2019**

Date	Num	Name	Memo	Receipts	Disbursements	Balance
<b>BANK UNITED EOY BALANCE 9-30-2018</b>						<b>18,345.00</b>
10/01/2018	1566	DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - October		4,000.00	14,345.00
10/01/2018	1582	VENTURESIN.COM, INC	Web Site Hosting - October		80.00	14,265.00
10/04/2018	1575	Jackson Construction & Design Inc.	Permit/Drawings/Inspections		2,490.00	11,775.00
10/04/2018	1576	Holder's Outdoor Projects	replace missing pavers		1,450.00	10,325.00
10/05/2018	10126DD	Paychex	9/16-9/30/18 - P/R		1,491.75	8,833.25
10/05/2018	ACH10052018	Paychex	9/16-9/30/18 - P/R		316.77	8,516.48
10/05/2018	ACH20181003	Paychex	P/R Fee		56.40	8,460.08
10/09/2018	1038	Panther Trace II.	Transfer to Operating Account	50,000.00		58,460.08
10/09/2018	1567	CBM SERVICES GROUP	9/3-10/7 - Security Guard		1,478.25	56,981.83
10/09/2018	1568	FRONTIER COMMUNICATIONS	9/1-9/30 - Internet/Phone		190.62	56,791.21
10/09/2018	1569	JAYMAN ENTERPRISES, LLC	Repair Missing Fence, 9/1-9/30 - Pet Waste Removal		530.00	56,261.21
10/09/2018	1572	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Irrigation Repairs		20,439.92	35,821.29
10/11/2018	1577	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Monthly ground maintenance		18,350.33	17,470.96
10/15/2018	1586	CBM SERVICES GROUP	10/8-10/14 - Security Guard		297.00	17,173.96
10/15/2018	1587	FRONTIER COMMUNICATIONS	10/1-10/31 - Internet/Phone		203.44	16,970.52
10/15/2018	1588	REPUBLIC SERVICES	10/1-10/31 - Solid Waste		109.88	16,860.64
10/15/2018	1589	STANTEC CONSULTING SERVICES	Engineering Svcs thru 9/21/18		480.00	16,380.64
10/15/2018	1590	TAMPA PUBLISHING COM	Legal Ad		752.00	15,628.64
10/15/2018	1591	TECO	Electricity - September		14,000.76	1,627.88
10/15/2018	1592	ZEBRA CLEANING TEAM, INC.	Pool Maint - October		1,600.00	27.88
10/16/2018		BANK UNITED	Funds Transfer		900.00	-872.12
10/19/2018	10127DD	Paychex	10/1-10/13 - P/R		1,491.75	-2,363.87
10/22/2018	ACH1019201	Paychex	10/1-10/13 - P/R		316.77	-2,680.64
10/24/2018	1593	S.F.C.G. CONTRACTING AND CONSTRUCTI	Holiday Lighting		2,615.00	-5,295.64
10/24/2018	1594	CBM SERVICES GROUP	10/15-10/21 - Security Guard		297.00	-5,592.64
10/24/2018	1595	DAD SERVICES	Power Wash Signs		1,070.00	-6,662.64
10/24/2018	1596	S.F.C.G. CONTRACTING AND CONSTRUCTI	Holiday Lighting		2,615.00	-9,277.64
10/24/2018	1597	MHD COMMUNICATIONS	Card Reader Replacement		360.00	-9,637.64
10/24/2018		BANK UNITED	Funds Transfer	50,000.00		40,362.36
10/26/2018	10128DD	ANTHONY CUNHA	BOS Mtg - 9/24/18		184.70	40,177.66
10/26/2018	10130DD	DAVID STEPPY	BOS Mtg - 9/24/18 & 10/22/18		369.40	39,808.26
10/26/2018	10129	JEFFREY A. SPIESS	BOS Mtg - 9/24/18 & 10/22/18		369.40	39,438.86
10/26/2018	10132DD	Pamela S. Wood	BOS Mtg - 9/24/18 & 10/22/18		369.40	39,069.46
10/26/2018	ACH10262018	Paychex	BOS Mtg - 9/24/18 & 10/22/18		245.20	38,824.26
10/26/2018	10131DD	SCOTT WARD	BOS Mtg - 9/24/18		184.70	38,639.56
10/26/2018	ACH20181025	Paychex	PR Fee		46.39	38,593.17
10/30/2018	1598	JAYMAN ENTERPRISES, LLC	Toilet, pool & tennis court Maintenance		75.00	38,518.17
10/30/2018	1599	YELLOWSTONE LANDSCAPE	Landscape Maint - August & Irrigation Repairs		12,324.00	26,194.17
10/31/2018		BANK UNITED	Service Charge		9.00	26,185.17
10/31/2018		BANK UNITED	Interest	4.35		26,189.52
				<b>100,004.35</b>	<b>92,159.83</b>	<b>26,189.52</b>
11/01/2018	1600	DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - November		4,000.00	22,189.52
11/02/2018	10133DD	Paychex	10/1-10/15/18 - P/R		1,491.75	20,697.77
11/02/2018	ACH20181030	Paychex	P/R Fee		46.40	20,651.37
11/02/2018	ACH1122018	Paychex	10/1-10/15/18 - P/R		316.77	20,334.60
11/05/2018		Panther Trace II Clubhouse	CH Rentals	917.00		21,251.60
11/05/2018		Panther Trace II.	transfer		400.00	20,851.60
11/14/2018	ACH111418/5	TECO	Summary Bill - October		13,831.59	7,020.01
11/14/2018	ACH111418/6	TECO	9/18-10/16 - Streetlights PH 2		2,029.57	4,990.44
11/14/2018	ACH111418/7	TECO	8/15-9/17 - Streetlights PH 2		2,029.57	2,960.87
11/14/2018	ACH111418/8	TECO	9/15-10/15 - 12821 Balm Riverview Road Well		156.38	2,804.49
11/14/2018	1601	ANNA RAMIREZ	Reimburse Event Supplies - Pumpkin Painting		69.50	2,734.99
11/14/2018	1602	CBM SERVICES GROUP	10/22-11/4 - Security Guard		1,015.88	1,719.11
11/14/2018	1604	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual Filing - FY 2019		175.00	1,544.11
11/14/2018	1605	FRONTIER COMMUNICATIONS	11/1-11/30/18 - Internet/Phone		191.58	1,352.53
11/14/2018	1607	MHD COMMUNICATIONS	Key Cards		280.00	1,072.53
11/14/2018	1608	REPUBLIC SERVICES	11/1-11/30 - Solid Waste		114.88	957.65
11/14/2018	1609	STANTEC CONSULTING SERVICES	Engineering Svcs thru 10/19/18		110.00	847.65
11/14/2018		Bank United	Funds Transfer	50,000.00		50,847.65
11/14/2018	1610	US BANK	Trustee Fees DS 2014		5,592.01	45,255.64
11/14/2018	1611	VANGUARD CLEANING SYSTEMS OF TAMPA	CH Cleaning - October		325.00	44,930.64
11/16/2018	10134DD	Paychex	10/16-10/31/18 - P/R		1,491.75	43,438.89
11/16/2018	ACH20181112	Paychex	P/R Fee		46.40	43,392.49
11/16/2018	ACH11162018	Paychex	10/15-10/31/18 - P/R		316.77	43,075.72
11/19/2018	ACH111918	Paychex	P/R Fee		46.39	43,029.33
11/20/2018	1612	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Landscape Maintenance - October & Irrigation repair		18,742.41	24,286.92
11/20/2018	1613	VANGUARD CLEANING SYSTEMS OF TAMPA	Extra Cleaning - 1/22/18, CH Cleaning - November		375.00	23,911.92
11/20/2018	1614	ZEBRA CLEANING TEAM, INC.	Pool Maint - November		1,600.00	22,311.92
11/20/2018	1615	EGIS INSURANCE & RISK ADVISORS	Insurance FY 2019		16,068.00	6,243.92
11/21/2018	1616	STRALEY ROBIN VERICKER	Legal Svcs thru 10/15/18		929.58	5,314.34
11/21/2018	1617	JAYMAN ENTERPRISES, LLC	10/1-10/31 - Pet Waste Removal		540.00	4,774.34
11/23/2018	10135DD	ANTHONY CUNHA	BOS Mtg - 11/26/18		184.70	4,589.64
11/23/2018	10137DD	DAVID STEPPY	BOS Mtg - 11/26/18		184.70	4,404.94
11/23/2018	10136	JEFFREY A. SPIESS	BOS Mtg - 11/26/18		184.70	4,220.24
11/23/2018	10139DD	Pamela S. Wood	BOS Mtg - 11/26/18		184.70	4,035.54
11/23/2018	ACH112318.	Paychex	11/01-11/30/18 - P/R		153.20	3,882.34
11/23/2018	10138DD	SCOTT WARD	BOS Mtg - 11/26/18		184.70	3,697.64
11/30/2018	10140	Paychex	11/1-11/24/18 - P/R		1,491.75	2,205.89
11/30/2018	ACH113018	Paychex	11/18-11/24/18 - P/R		316.77	1,889.12
11/30/2018	ACH112618	Paychex	P/R Fee		46.40	1,842.72
11/30/2018	10141DD	Paychex	11/30 - P/R		310.30	1,532.42
11/30/2018	ACH11302018	Paychex	11/30 - P/R		51.40	1,481.02
11/30/2018		Bank United	Interest	2.95		1,483.97
11/30/2018		Bank United	Service Charge		0.60	1,483.37

**Panther Trace II CDD  
Cash Register - FY2019**

Date	Num	Name	Memo	Receipts	Disbursements	Balance
				<b>50,919.95</b>	<b>75,626.10</b>	<b>1,483.37</b>
12/03/2018	1618	Panther Trace I CDD	Reimbursement - Billing Error		1,093.55	389.82
12/04/2018		Bank United	Funds Transfer	50,000.00		50,389.82
12/04/2018	1619	DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - December		4,000.00	46,389.82
12/05/2018	1620	ADVANCED ENERGY SOLUTIONS	Replaced Faulty photo eye & GFCI		165.00	46,224.82
12/05/2018	1621	CBM SERVICES GROUP	11/12-12/2 - Security Guard		1,518.76	44,706.06
12/05/2018	1622	GHS ENVIRONMENTAL, LLC	Monthly Meter Readings - Nov-Dec		450.00	44,256.06
12/05/2018	1623	JAYMAN ENTERPRISES, LLC	11/1-11/30 - Pet Waste Removal		540.00	43,716.06
12/05/2018	1624	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Landscape Maintenance - December		18,350.33	25,365.73
12/05/2018	1625	REPUBLIC SERVICES	12/1-12/31 - Solid Waste		114.88	25,250.85
12/05/2018	1626	TECO	10/1-11/14 - 12451 Evington Point Dr Pump		500.41	24,750.44
12/05/2018	1627	VANGUARD CLEANING SYSTEMS OF TAMPA	CH Cleaning - December		325.00	24,425.44
12/05/2018	1628	ZEBRA CLEANING TEAM, INC.	Step Ladder Repair		89.00	24,336.44
12/07/2018	ACH120718	TECO	10/16-11/13 - 12821 Balm Riverview Road Well		151.26	24,185.18
12/10/2018	ACH121018	TECO	10/17-11/13 - Streetlights PH 2		2,029.57	22,155.61
12/10/2018	ACH121018	Paychex	P/R Fee		46.39	22,109.22
12/11/2018	1629	FLORIDA DEPARTMENT OF REVENUE	3rd Quarter 2018 Sales Tax - DUPLICATE PMT		173.95	21,935.27
12/11/2018	1631	FLORIDA DEPARTMENT OF REVENUE	3rd Quarter 2018 Sales Tax		173.95	21,761.32
12/12/2018	1632	ADVANCED ENERGY SOLUTIONS	Replaced Faulty GFI - Lawford sign & Bally Moore		110.28	21,651.04
12/12/2018	1633	Alert 360	Monitoring - 12/1/18-2/28/19		99.97	21,551.07
12/12/2018	1634	CBM SERVICES GROUP	12/3-12/9 - Security Guard		388.13	21,162.94
12/13/2018		Bank United	Funds Transfer	50,000.00		71,162.94
12/14/2018	10142	Paychex	11/25-12/8/18 - P/R		1,831.93	69,331.01
12/14/2018	10144	DAVID STEPPY	11/25-12/8/18		184.70	69,146.31
12/14/2018	10143	JEFFREY A. SPIESS	11/25-12/8/18		184.70	68,961.61
12/14/2018	10146	Pamela S. Wood	11/25-12/8/18		184.70	68,776.91
12/14/2018	ACH121418	Paychex	11/25-12/8/18 - P/R		551.32	68,225.59
12/14/2018	10145	SCOTT WARD	11/25-12/8/18		184.70	68,040.89
12/14/2018	ACH121418	BOCC	10/19-11/19 - 11518 Newgate Crest Dr		438.34	67,602.55
12/19/2018		Panther Trace II.	CH Rental, Access Cards	647.00		68,249.55
12/19/2018	ACH121918	TECO	Summary Bill - November		14,135.15	54,114.40
12/20/2018	ACH122018	Paychex	P/R Fee		46.40	54,068.00
12/26/2018	1636	CBM SERVICES GROUP	12/10-12/23 - Security Guard		769.50	53,298.50
12/26/2018	1637	ENVERA	1/1-3/31/19- CCTV Monitoring		1,542.00	51,756.50
12/26/2018	1638	FRONTIER COMMUNICATIONS	12/1-12/31/18 - Internet/Phone		191.58	51,564.92
12/26/2018	1639	GHS ENVIRONMENTAL, LLC	Monthly Meter Readings - Dec		225.00	51,339.92
12/26/2018	1640	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Landscape Maintenance - November, Irrigation repair - 12/7/18		18,502.40	32,837.52
12/26/2018	1641	REPUBLIC SERVICES	1/1-1/31/19 - Solid Waste		109.88	32,727.64
12/26/2018	1642	VANGUARD CLEANING SYSTEMS OF TAMPA	Extra Clean - 10/13,27, 11/3,10,17,24		300.00	32,427.64
12/26/2018	1643	ZEBRA CLEANING TEAM, INC.	Pool Maint - December		1,600.00	30,827.64
12/28/2018	10147	Paychex	12/28/18 - P/R		1,491.75	29,335.89
12/28/2018	ACH122818	Paychex	12/28/18 - P/R		316.77	29,019.12
12/28/2018	1644	DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - January		4,000.00	25,019.12
12/31/2018		Bank United	Service Charge		10.85	25,008.27
12/31/2018		Bank United	Interest	6.49		25,014.76
				<b>100,653.49</b>	<b>77,122.10</b>	<b>25,014.76</b>
01/03/2019	1645	CBM SERVICES GROUP	12/24-12/30 - Security Guard		425.25	24,589.51
01/03/2019	1646	STRALEY ROBIN VERICKER	Legal Svcs thru 12/15/18		4,872.65	19,716.86
01/03/2019	1647	TECO	11/15-12/13 - 12451 Evington Point Dr Pump		191.59	19,525.27
01/03/2019	1648	VENTURESIN.COM, INC	Web Site Hosting - Nov-Jan		240.00	19,285.27
01/04/2019	ACH010419	Paychex	BOS Mtg - 12/17/18		122.60	19,162.67
01/04/2019	10149	DAVID STEPPY	BOS Mtg - 12/17/18		184.70	18,977.97
01/04/2019	10148	JEFFREY A. SPIESS	BOS Mtg - 12/17/18		184.70	18,793.27
01/04/2019	10151	Pamela S. Wood	BOS Mtg - 12/17/18		184.70	18,608.57
01/04/2019	ACH010419	Paychex	P/R Fee		76.40	18,532.17
01/04/2019	10150	SCOTT WARD	BOS Mtg - 12/17/18		184.70	18,347.47
01/07/2019	10152	Paychex	1/11/19 - P/R		1,493.48	16,853.99
01/07/2019	ACH0101119	Paychex	1/11/19 - P/R		316.72	16,537.27
01/07/2019	ACH010719	Paychex	P/R Fee		46.40	16,490.87
01/08/2019	ACH010819	TECO	11/14-12/12 - 12821 Balm Riverview Road Well		127.62	16,363.25
01/08/2019	ACH010819	TECO	11/14-12/13 - Streetlights PH 2		1,917.97	14,445.28
01/10/2019	1649	CBM SERVICES GROUP	12/31-1/06 - Security Guard		469.13	13,976.15
01/10/2019	1650	DAD SERVICES	Power Wash walls & light fixtures, Power Wash vinyl fences		340.50	13,635.65
01/10/2019	1651	HOME TEAM PEST DEFENSE	Pest Control - Qt. 1		104.50	13,531.15
01/10/2019	1652	JAYMAN ENTERPRISES, LLC	12/1-12/31 - Pet Waste Removal		540.00	12,991.15
01/10/2019	1653	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Irrigation Repair - Main line leak & others		3,160.20	9,830.95
01/11/2019	1654	JAYMAN ENTERPRISES, LLC	Replace toilet parts		75.00	9,755.95
01/11/2019		Bank United	Funds Transfer	50,000.00		59,755.95
01/15/2019	1655	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Woodline area pushback, Irrigation Repairs 11/1/18, Annual Mulch Installation		33,601.05	26,154.90
01/17/2019	ACH011719	BOCC	11/19-12/21 - 11518 Newgate Crest Dr		805.68	25,349.22
01/17/2019	1656	FRONTIER COMMUNICATIONS	1/1-1/31 - Internet/Phone		203.43	25,145.79
01/17/2019	1657	VANGUARD CLEANING SYSTEMS OF TAMPA	CH Cleaning - January		325.00	24,820.79
01/17/2019	1658	ZEBRA CLEANING TEAM, INC.	Pool Maint - January		1,600.00	23,220.79
01/17/2019		Bank United	Funds Transfer	50,000.00		73,220.79
01/21/2019	ACH012119	TECO	Summary Bill - December		14,077.09	59,143.70
01/21/2019	1659	FLORIDA DEPARTMENT OF REVENUE	4th Qtr Sales Tax		42.49	59,101.21
01/24/2019	1660	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Irrigation Repairs 11/8/18		176.13	58,925.08
01/25/2019	ACH012519	Paychex	P/R Fee		168.65	58,756.43
01/25/2019	10153	Paychex	1/6-1/19 - P/R		1,493.48	57,262.95
01/25/2019	ACH012519	Paychex	1/6-1/19 - P/R		316.72	56,946.23
01/29/2019		Bank United	Funds Transfer	840,750.77		897,697.00

**Panther Trace II CDD  
Cash Register - FY2019**

Date	Num	Name	Memo	Receipts	Disbursements	Balance
01/31/2019	1662	CBM SERVICES GROUP	1/14-1/27 - Security Guard		759.38	896,937.62
01/31/2019	1663	GHS ENVIRONMENTAL, LLC	Monthly Meter Readings - Jan		225.00	896,712.62
01/31/2019	1664	Panther Trace II CDD C/O U S Bank	Tax Collection Distribution c/o US Bank		790,750.77	106,961.85
01/31/2019	1665	REPUBLIC SERVICES	2/1-2/28 - Solid Waste		109.88	106,851.97
01/31/2019	1666	STANTEC CONSULTING SERVICES	Engineering Svcs thru 12/28/18		2,040.00	103,811.97
01/31/2019	1667	STRALEY ROBIN VERICKER	Legal Svcs thru 1/15/19		3,100.00	100,711.97
01/31/2019	1668	TECO	12/14-1/16 - 12451 Evington Point Dr Pump		196.60	100,515.37
01/31/2019	1669	Thomas M. Flynn	Repair leaking thermal valve		155.00	100,360.37
01/31/2019	1670	VANGUARD CLEANING SYSTEMS OF TAMPA	Extra Clean - 12/15,18,20,22,23		250.00	100,110.37
01/31/2019		Bank United	Service Charge		13.70	100,096.67
01/31/2019		Bank United	Interest	18.08		100,114.75
				<b>940,768.85</b>	<b>865,668.86</b>	<b>100,114.75</b>
02/01/2019	1661	DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - February		4,000.00	96,114.75
02/04/2019	1671	CLEAN SWEEP SUPPLY CO	Supplies		138.80	95,975.95
02/04/2019	1672	ALL PHASE PLUMBING SERVICES	After hours Stoppage at Clubhouse		205.00	95,770.95
02/04/2019	ACH020419	Paychex	P/R Fee		46.39	95,724.56
02/08/2019	1673	Paychex	Jul-Jan - Cellphone Reimbursement		350.00	95,374.56
02/08/2019	10154	Paychex	1/20-2/02 - P/R		1,493.48	93,881.08
02/08/2019	10156	DAVID STEPPY	BOS Mtg - 1/18/19		184.70	93,696.38
02/08/2019	10155	JEFFREY A. SPIESS	BOS Mtg - 1/18/19		184.70	93,511.68
02/08/2019	10158	Pamela S. Wood	BOS Mtg - 1/18/19		184.70	93,326.98
02/08/2019	10157	SCOTT WARD	BOS Mtg - 1/18/19		184.70	93,142.28
02/08/2019	1674	CBM SERVICES GROUP	1/7-2/3 - Security Guard		702.00	92,440.28
02/08/2019	1675	FLORIDA FIRE SERVICE, INC	Annual Fire Extinguisher Maint		231.50	92,208.78
02/08/2019	1676	JAYMAN ENTERPRISES, LLC	1/1-1/31 - Pet Waste Removal		480.00	91,728.78
02/08/2019	1677	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Irrigation Repair - Main line leak		547.74	91,181.04
02/08/2019	1678	LLS TAX SOLUTIONS, INC	Arbitrage Series 2014		650.00	90,531.04
02/08/2019	1679	Panther Trace II CDD C/O U S Bank	Tax Collection Distribution c/o US Bank		6,546.45	83,984.59
02/08/2019	1681	VENTURESIN.COM, INC	Web Site Hosting - February		80.00	83,904.59
02/11/2019	ACH021119	TECO	12/13-1/16 - 12821 Balm Riverview Road Well		127.66	83,776.93
02/12/2019	ACH021219	TECO	12/14-1/16 - Streetlights PH 2		2,008.85	81,768.08
02/12/2019	1682	REMSON AQUATICS	Lake & Pond Maint - October-January		6,340.00	75,428.08
02/14/2019		Panther Trace II.	Clubhouse Rentals	854.00		76,282.08
02/18/2019	ACH021819	Paychex	1/20-2/2 - P/R		439.32	75,842.76
02/19/2019	ACH021919	TECO	Summary Bill - January		13,618.18	62,224.58
02/19/2019	ACH021919	BOCC	12/21-1/24 - 11518 Newgate Crest Dr		590.24	61,634.34
02/19/2019	ACH021919	Paychex	P/R Fee		46.40	61,587.94
02/21/2019	ACH022119	Paychex	P/R Fee		162.00	61,425.94
02/21/2019	1683	CBM SERVICES GROUP	2/4-2/17 - Security Guard		789.75	60,636.19
02/21/2019	1685	FRONTIER COMMUNICATIONS	2/1-2/28 - Internet/Phone		193.60	60,442.59
02/21/2019	1686	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Woodline area pushback		9,372.00	51,070.59
02/21/2019	1687	STANTEC CONSULTING SERVICES	Engineering Svcs thru 1/25/19		340.00	50,730.59
02/21/2019	1688	VANGUARD CLEANING SYSTEMS OF TAMPA	CH Cleaning - February		325.00	50,405.59
02/21/2019	1689	ZEBRA CLEANING TEAM, INC.	Pool Maint - February, Kid feature switch, Chlorine Pump chemical tube		1,713.45	48,692.14
02/22/2019	ACH022219	Paychex	2/3-2/16 - P/R		316.72	48,375.42
02/22/2019	10159	Paychex	2/03-2/16 - P/R		1,493.48	46,881.94
02/28/2019		Bank United	Service Charge		13.90	46,868.04
02/28/2019		Bank United	Interest	22.49		46,890.53
				<b>876.49</b>	<b>54,100.71</b>	<b>46,890.53</b>
03/01/2019	1690	DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - March		4,000.00	42,890.53
03/01/2019		Cypress Creek Of Hillsborough	Meeting Room - 2/19/19	12.50		42,903.03
03/01/2019	1691	DAD SERVICES	Installed light and fan timers, repair playgrd fence		420.00	42,483.03
03/04/2019	1692	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Landscape Maintenance - January		18,350.33	24,132.70
03/04/2019	ACH030419.1	Paychex	P/R Fee		46.40	24,086.30
03/05/2019	1693	Decide and Provide Foundation, Inc.	Refund of clubhouse rental		37.50	24,048.80
03/06/2019	1694	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Landscape Maintenance - February		18,350.33	5,698.47
03/06/2019		BANK UNITED	Funds Transfer	50,000.00		55,698.47
03/07/2019	1695	CBM SERVICES GROUP	2/17-3/3 - Security		897.75	54,800.72
03/07/2019	1696	GHS ENVIRONMENTAL, LLC	Monthly Meter Readings - Feb		225.00	54,575.72
03/07/2019	1697	HOME TEAM PEST DEFENSE	Pest Control - Qt. 2		104.50	54,471.22
03/07/2019	1698	JAYMAN ENTERPRISES, LLC	2/1-2/28 - Pet Waste Removal		480.00	53,991.22
03/07/2019	1699	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	VOID Palm Removal with stump grinding, Irrigation Repairs 2/19/19		0.00	53,991.22
03/07/2019	1700	REPUBLIC SERVICES	3/1-3/31 - Solid Waste		182.48	53,808.74
03/07/2019	1701	STRALEY ROBIN VERICKER	Legal Svcs thru 2/15/19		3,085.45	50,723.29
03/07/2019		Waterleaf CDD & PARK CREEK CDD	Meeting Room 2/19 & 8/30	18.75		50,742.04
03/08/2019	ACH030819	Paychex	2/17-3/2 - P/R		407.32	50,334.72
03/11/2019	1702	Brady Bunch Fencing	Tennis Court Repair Deposit		4,500.00	45,834.72
03/12/2019	ACH031219	TECO	1/17-2/14 - Streetlights PH 2		2,009.07	43,825.65
03/12/2019	ACH031219	TECO	1/17-2/14 - 12821 Balm Riverview Road Well		78.50	43,747.15
03/12/2019	03122019ACH	BOCC	1/24-2/22 - 11518 Newgate Crest Dr Double Pmt		471.39	43,275.76
03/13/2019	10160	Paychex	2/17-3/2 - P/R		1,593.48	41,682.28
03/13/2019	10162	DAVID STEPPY	BOS Mtg - 2/5/19		184.70	41,497.58
03/13/2019	10161	JEFFREY A. SPIESS	BOS Mtg - 2/5/19		184.70	41,312.88
03/13/2019	10163	SCOTT WARD	BOS Mtg - 2/5/19		184.70	41,128.18
03/13/2019	1703	BOCC	1/24-2/22 - 11518 Newgate Crest Dr		471.39	40,656.79
03/13/2019	1704	CBM SERVICES GROUP	3/4-3/10 - Security Guard		391.50	40,265.29
03/13/2019	1705	ENVERA	4/1-6/30- CCTV Monitoring		1,542.00	38,723.29
03/13/2019	1706	FRONTIER COMMUNICATIONS	3/1-3/31 - Internet/Phone		193.60	38,529.69
03/13/2019	1707	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Landscape Maintenance - March		18,350.33	20,179.36
03/13/2019	1708	VANGUARD CLEANING SYSTEMS OF TAMPA	CH Cleaning - March		325.00	19,854.36
03/13/2019	1709	VENTURESIN.COM, INC	Web Site Hosting - March		80.00	19,774.36



**Panther Trace II CDD  
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Date	Num	Name	Memo	Receipts	Disbursements	Balance
03/13/2019	1710	Alert 360	Monitoring - 3/1-5/31		100.35	19,674.01
03/13/2019		BANK UNITED	Funds Transfer	50,000.00		69,674.01
03/15/2019		BANK UNITED	Funds Transfer		600.00	69,074.01
03/20/2019	ACH032019	TECO	Summary Bill - February		13,775.23	55,298.78
03/20/2019	1711	CBM SERVICES GROUP	3/11-3/17 - Security Guard		452.25	54,846.53
03/20/2019	1712	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Irrigation Repairs		3,179.20	51,667.33
03/20/2019	1713	Panther Trace II CDD C/O U S Bank	Tax Collection Distribution c/o US Bank		8,311.30	43,356.03
03/20/2019	1714	REMSON AQUATICS	Lake & Pond Maint - February		1,585.00	41,771.03
03/20/2019	1715	STANTEC CONSULTING SERVICES	Engineering Svcs thru 2/22/19		510.00	41,261.03
03/20/2019	1716	ZEBRA CLEANING TEAM, INC.	Pool Maint - March		1,600.00	39,661.03
03/22/2019	ACH032219	Paychex	3/3-3/16 - P/R		315.04	39,345.99
03/22/2019	ACH032219.2	Paychex	P/R Fee		46.40	39,299.59
03/22/2019	10164	Paychex	3/3-3/16 - P/R		1,493.48	37,806.11
03/26/2019	1717	FLORIDA PATIO FURNITURE, INC	Sierra 42" Round Dining Table		2,350.00	35,456.11
03/27/2019	1718	Brady Bunch Fencing	Tennis Court Repair Final		2,500.00	32,956.11
03/28/2019	1719	ALL PHASE PLUMBING SERVICES	After hours Stoppage at Clubhouse		325.00	32,631.11
03/28/2019	1720	CBM SERVICES GROUP	3/18-3/24 - Security Guard		506.25	32,124.86
03/28/2019	1721	GHS ENVIRONMENTAL, LLC	Monthly Meter Readings - Mar		225.00	31,899.86
03/28/2019	1722	REPUBLIC SERVICES	VOID 4/1-4/30 - Solid Waste		0.00	31,899.86
03/28/2019	1723	STRALEY ROBIN VERICKER	Legal Svcs thru 3/15/19		3,285.00	28,614.86
03/28/2019	1724	VANGUARD CLEANING SYSTEMS OF TAMPA	Additional day of Svc 2/7/19		40.00	28,574.86
03/31/2019		BANK UNITED	Service Charge		42.50	28,532.36
03/31/2019		BANK UNITED	Interest	9.26		28,541.62
				<b>100,040.51</b>	<b>118,389.42</b>	<b>28,541.62</b>
04/01/2019	1725	DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - April		4,000.00	24,541.62
04/01/2019	9000	VENTURESIN.COM, INC	Web Site Hosting - April		80.00	24,461.62
04/04/2019		BANK UNITED	Funds Transfer Im MMK to OPT	50,000.00		74,461.62
04/04/2019	1727	CBM SERVICES GROUP	3/25-3/31 - Security Guard		465.75	73,995.87
04/04/2019	1728	Dibartolomeo, McBee, Hartley & Barnes, PA	Auditing Services - FY2018		3,200.00	70,795.87
04/04/2019	1729	DISCLOSURE SERVICES, LLC	Dissemination FY2019; Series 2014		1,000.00	69,795.87
04/04/2019	1730	JAYMAN ENTERPRISES, LLC	3/1-3/31 - Pet Waste Removal		540.00	69,255.87
04/04/2019	1731	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Landscape Maintenance - April		18,350.33	50,905.54
04/04/2019	1733	VANGUARD CLEANING SYSTEMS OF TAMPA	CH Cleaning - April		325.00	50,580.54
04/05/2019	639959DD	Innovative Employer Solutions	3/17-3/31 - P/R		1,730.00	48,850.54
04/05/2019	ACH040519	Innovative Employer Solutions	3/17-3/31 - P/R		177.52	48,673.02
04/05/2019	ACH04052019	TECO	1/17-2/18 - 12451 Evington Point Dr Pump		186.42	48,486.60
04/09/2019		BANK UNITED	Refund for Service Fees	40.10		48,526.70
04/10/2019	ACH041019.1	TECO	2/15-3/15 - 12821 Balm Riverview Road Wall		75.02	48,451.68
04/10/2019	ACH041019.2	TECO	2/15-3/15 - Streetlights PH 2		2,009.07	46,442.61
04/10/2019		Panther Trace II Clubhouse	Rentals	490.00		46,932.61
04/10/2019	ACH041019	Bank United.	Check Order 4/10/19		138.72	46,793.89
04/11/2019	1734	JAYMAN ENTERPRISES, LLC	Pressure Wash		700.00	46,093.89
04/11/2019	1735	CBM SERVICES GROUP	4/1-4/7 - Security Guard		415.13	45,678.76
04/11/2019	1736	FRONTIER COMMUNICATIONS	4/1-4/30 - Internet/Phone		195.26	45,483.50
04/11/2019	1737	ZEBRA CLEANING TEAM, INC.	Pool fecal clean up - April, Pool Maint - April		1,725.00	43,758.50
04/11/2019	ACH041119	TECO	2/19-3/19 - 12451 Evington Point Dr Pump		181.10	43,577.40
04/15/2019	1738	Panther Trace I CDD	Event Reimbursement		357.40	43,220.00
04/15/2019	1739	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Palm Removal with stump grinding, Irrigation Repairs 2/19/19		3,258.26	39,961.74
04/16/2019	1740	REPUBLIC SERVICES	4/1-4/30 - Solid Waste		114.88	39,846.86
04/17/2019	ACH04172019	BOCC	2/22-3/25 - 11518 Newgate Crest Dr		252.34	39,594.52
04/17/2019	1741	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Install shrubs, mulch, irrigation modifications, Palm Tree Trimming		9,001.87	30,592.65
04/17/2019	1742	STANTEC CONSULTING SERVICES	Engineering Svcs thru 3/22/19		340.00	30,252.65
04/18/2019	ACH041819	TECO	Summary Bill - March		13,702.09	16,550.56
04/19/2019	643434DD	Innovative Employer Solutions	4/1-4/14 - P/R		1,680.00	14,870.56
04/19/2019	ACH04192019	Innovative Employer Solutions	4/1-4/14 - P/R		185.52	14,685.04
04/22/2019	1743	FLORIDA DEPARTMENT OF REVENUE	1st Qtr. Sales Tax 2019		66.11	14,618.93
04/22/2019	04222019	Paychex	SUI Taxes		402.80	14,216.13
04/24/2019	1744	CBM SERVICES GROUP	4/8-4/21 - Security Guard		857.25	13,358.88
04/24/2019	1745	STRALEY ROBIN VERICKER	Legal Svcs thru 4/15/19		2,955.90	10,402.98
04/26/2019	1746	REMSON AQUATICS	Lake & Pond Maint - March/April		3,170.00	7,232.98
04/26/2019		BANK UNITED	Funds Transfer	50,000.00		57,232.98
04/30/2019		BANK UNITED	Interest	6.03		57,239.01
				<b>100,536.13</b>	<b>71,838.74</b>	<b>57,239.01</b>
05/01/2019	9001	DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - May		4,000.00	53,239.01
05/01/2019		BANK UNITED	Funds Transfer Im MMK to OPT	50,000.00		103,239.01
05/02/2019	1748	GHS ENVIRONMENTAL, LLC	Monthly Meter Readings - April		225.00	103,014.01
05/02/2019	1749	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Landscape Maintenance - May		18,350.33	84,663.68
05/02/2019	1750	REMSON AQUATICS	Application of Liquid live bacteria and sludge reducer		2,176.00	82,487.68
05/02/2019	1751	REPUBLIC SERVICES	5/1-5/31 - Solid Waste		133.78	82,353.90
05/02/2019	1752	VANGUARD CLEANING SYSTEMS OF TAMPA	CH Cleaning - May		325.00	82,028.90
05/02/2019	1753	CBM SERVICES GROUP	4/22-4/28 - Security Guard		401.63	81,627.27
05/03/2019	647280DD	Innovative Employer Solutions	4/15-4/28 - P/R		1,543.48	80,083.79
05/03/2019	647281DD	DAVID STEPPY	BOS Mtg. 4/22/19		184.70	79,899.09
05/03/2019	ACH050319	Innovative Employer Solutions	4/15-4/28 - P/R & BOS Mtg. 4/22/19		486.44	79,412.65
05/03/2019	1	JEFFREY A. SPIESS	BOS Mtg. 4/22/19		184.70	79,227.95
05/03/2019	647283DD	Pamela S. Wood	BOS Mtg. 4/22/19		184.70	79,043.25
05/03/2019	647282DD	SCOTT WARD	BOS Mtg. 4/22/19		184.70	78,858.55
05/06/2019	9003	VENTURESIN.COM, INC	Web Site Hosting - May		80.00	78,778.55
05/07/2019		Panther Trace II Clubhouse	Meeting room 10/16/18	25.00		78,803.55
05/07/2019	ACH050719	BOCC	3/25-4/23 - 11518 Newgate Crest Dr		918.48	77,885.07
05/08/2019	1754	CBM SERVICES GROUP	4/29-5/5 - Security Guard		502.88	77,382.19
05/08/2019	1755	FRONTIER COMMUNICATIONS	5/1-5/31 - Internet/Phone		196.96	77,185.23

**Panther Trace II CDD  
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Date	Num	Name	Memo	Receipts	Disbursements	Balance
05/08/2019	1756	Panther Trace II CDD C/O U S Bank	Tax Collection Distribution c/o US Bank		8,373.41	68,811.82
05/08/2019	1757	REMSON AQUATICS	Lake & Pond Maint - May		1,585.00	67,226.82
05/08/2019	1758	ZEBRA CLEANING TEAM, INC.	Pool Maint - May, Water valve for kid feature		1,704.10	65,522.72
05/09/2019	ACH050919	TECO	3/16-4/15 - 12821 Balm Riverview Road Well		173.52	65,349.20
05/10/2019	ACH051019	Paychex	P/R Qtr Fee		10.00	65,339.20
05/13/2019	ACH051319	TECO	3/20-4/16 - 12451 Evington Point Dr Pump		176.89	65,162.31
05/13/2019	ACH05192019	TECO	3/16-4/15 - Streetlights PH 2		2,022.99	63,139.32
05/17/2019	650544DD	Innovative Employer Solutions	4/29-5/12 - P/R		1,493.48	61,645.84
05/17/2019	ACH051719	Innovative Employer Solutions	4/29-5/12 - P/R		372.04	61,273.80
05/17/2019		BANK UNITED	Funds Transfer fm MMK to OPT	50,000.00		111,273.80
05/20/2019	9006	CBM SERVICES GROUP	5/6-5/12 - Security Guard		489.38	110,784.42
05/20/2019	9005	MHD COMMUNICATIONS	Key Cards		280.00	110,504.42
05/20/2019	ACH052019	TECO	Summary Bill - April		13,702.50	96,801.92
05/20/2019	9004	VANGUARD CLEANING SYSTEMS OF TAMPA	CH Cleaning - Additional days serviced 4/5,4/16,4/29		150.00	96,651.92
05/20/2019	9007	STANTEC CONSULTING SERVICES	Engineering Svcs thru 4/26/19		2,380.00	94,271.92
05/20/2019		Panther Trace II Clubhouse	Rentals, Cleaning, access cards	782.50		95,054.42
05/22/2019	1759	HILLSBOROUGH COUNTY HEALTH DEPT.	Pool Permit - Interactive Pool		150.00	94,904.42
05/28/2019	9008	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Irrigation Repairs		346.82	94,557.60
05/28/2019	9009	JAYMAN ENTERPRISES, LLC	Remove and dispose old pool deck furniture		75.00	94,482.60
05/28/2019	9010	CLEAN SWEEP SUPPLY CO	Supplies		226.05	94,256.55
05/28/2019	9011	VENTURESIN.COM, INC	Domain Name Renewal		17.99	94,238.56
05/31/2019	1760	CBM SERVICES GROUP	5/13-5/26 - Security Guard		972.01	93,266.55
05/31/2019	1762	REPUBLIC SERVICES	06/01-06/30 - Solid Waste		133.78	93,132.77
05/31/2019	1763	STRALEY ROBIN VERICKER	Legal Svcs thru 5/15/19		1,410.00	91,722.77
05/31/2019	1764	VANGUARD CLEANING SYSTEMS OF TAMPA	CH Cleaning - June		325.00	91,397.77
05/31/2019	1761	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Landscape Maintenance - June		18,350.33	73,047.44
05/31/2019	654221DD	Innovative Employer Solutions	5/13-5/26 - P/R		1,493.48	71,553.96
05/31/2019	654222DD	DAVID STEPPY	BOS Mtg. 5/20/19		184.70	71,369.26
05/31/2019	ACH053119	Innovative Employer Solutions	4/15-4/28 - P/R & BOS Mtg. 4/22/19		571.64	70,797.62
05/31/2019	3	JEFFREY A. SPIESS	BOS Mtg. 5/20/19		184.70	70,612.92
05/31/2019	654224DD	Pamela S. Wood	BOS Mtg. 5/20/19		184.70	70,428.22
05/31/2019	2	Rowland C. Miner	BOS Mtg 4/22 & 5/20		369.40	70,058.82
05/31/2019	654223DD	SCOTT WARD	BOS Mtg. 5/20/19		184.70	69,874.12
05/31/2019		Panther Trace I CDD	Rent Deposit	226.00		70,100.12
05/31/2019		BANK UNITED	Interest	12.81		70,112.93
				<b>101,046.31</b>	<b>88,172.39</b>	<b>70,112.93</b>
06/03/2019	9002	DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - June		4,000.00	66,112.93
06/03/2019	1765	Alert 360	6/1-8/31 - Monitoring		100.35	66,012.58
06/07/2019	1766	Panther Trace I CDD	Payable to PT1 for incorrect deposit into account		226.00	65,786.58
06/11/2019	ACH061119.1	TECO	4/16-5/15 - 12821 Balm Riverview Road Well		171.74	65,614.84
06/11/2019	ACH061119.2	TECO	4/17-5/16 - 12451 Evington Point Dr Pump		185.99	65,428.85
06/11/2019	ACH061119.3	TECO	4/16-5/15 - Streetlights PH 2		2,023.02	63,405.83
06/11/2019	9016	CBM SERVICES GROUP	5/27-6/12 - Security Guard		612.57	62,793.26
06/11/2019	9013	GHS ENVIRONMENTAL, LLC	Monthly Meter Readings - May		225.00	62,568.26
06/11/2019	9014	HOME TEAM PEST DEFENSE	Pest Control - Qt. 3		104.50	62,463.76
06/11/2019	9015	VENTURESIN.COM, INC	Web Site Hosting - June		80.00	62,383.76
06/11/2019	9012	ZEBRA CLEANING TEAM, INC.	Life hook pole, flow meter, pool net, throw rope		531.15	61,852.61
06/12/2019	9017	JAYMAN ENTERPRISES, LLC	4/1-5/31 - Pet Waste Removal		1,080.00	60,772.61
06/14/2019	1768	Panther Trace II CDD C/O U S Bank	Tax Collection Distribution c/o US Bank		4,705.57	56,067.04
06/14/2019	656767DD	Innovative Employer Solutions	5/27-6/9 - P/R		1,493.48	54,573.56
06/14/2019	657677DD	DAVID STEPPY	BOS Mtg 3/25/19		184.70	54,388.86
06/14/2019	ACH061419	Innovative Employer Solutions	5/27-6/9 - P/R & BOS Mtg. 3/25/19		579.03	53,809.83
06/14/2019	4	JEFFREY A. SPIESS	BOS Mtg 3/25/19		184.70	53,625.13
06/14/2019	657679DD	Pamela S. Wood	BOS Mtg 3/25/19		184.70	53,440.43
06/14/2019	657675DD	Rowland C. Miner	BOS Mtg 3/25/19		184.70	53,255.73
06/14/2019	657678DD	SCOTT WARD	BOS Mtg 3/25/19		184.70	53,071.03
06/18/2019	ACH061819	BOCC	4/23-5/22 - 11518 Newgate Crest Dr		922.24	52,148.79
06/19/2019	9021	CBM SERVICES GROUP	6/3-6/9 - Security Guard		793.13	51,355.66
06/19/2019	9018	DAD SERVICES	Programmed lights		130.00	51,225.66
06/19/2019	9019	REMSON AQUATICS	Lake & Pond Maint - June		1,585.00	49,640.66
06/19/2019	9020	ZEBRA CLEANING TEAM, INC.	Oil Remover, Pool Maint - June		1,875.00	47,765.66
06/19/2019	ACH061919	TECO	Summary Bill - May		13,716.79	34,048.87
06/19/2019	1769	Panther Trace II CDD C/O U S Bank	Tax Collection Distribution c/o US Bank		428.02	33,620.85
06/20/2019		Panther Trace II	Rentals/Access Cards	560.00		34,180.85
06/24/2019	9022	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Irrigation Inspection Repairs		1,471.32	32,709.53
06/25/2019	1770	Haseeb Khawar	Refund for event rental 8/25/19		230.00	32,479.53
06/25/2019	ACH062519	FRONTIER COMMUNICATIONS	6/1-6/30 - Internet/Phone		185.26	32,294.27
06/27/2019	1771	Highland Products Group, LLC	Umbrellas		1,385.00	30,909.27
06/28/2019	661368DD	Innovative Employer Solutions	6/10-6/23 - P/R		1,493.48	29,415.79
06/28/2019	ACH062819	Innovative Employer Solutions	6/10-6/23 - P/R		364.04	29,051.75
06/28/2019	9023	CBM SERVICES GROUP	6/10-6/23 - Security Guard		1,641.96	27,409.79
06/28/2019	9024	FROSTY'S AIR CONDITIONING, LLC	A/C Service Call - Pan & Labor		0.00	27,409.79
06/28/2019	9025	GHS ENVIRONMENTAL, LLC	Monthly Meter Readings - June		225.00	27,184.79
06/28/2019	9026	INSURANCE OFFICE OF AMERICA	Utility Deposit Bond		705.00	26,479.79
06/28/2019	9027	JAYMAN ENTERPRISES, LLC	Instal new toilet tank		175.00	26,304.79
06/28/2019	9028	REMSON AQUATICS	Excavating, grub area removal, form ditch, sod		8,025.00	18,279.79
06/28/2019	9029	VANGUARD CLEANING SYSTEMS OF TAMPA	CH Cleaning - Additional days serviced 5/7,5/10,5/14,5/22,5/29		250.00	18,029.79
06/30/2019		BANK UNITED	Interest	7.31		18,037.10
				<b>567.31</b>	<b>52,643.14</b>	<b>18,037.10</b>
07/01/2019	9030	DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - July		4,000.00	14,037.10
07/05/2019	663632DD	DAVID STEPPY	BOS Mtg 6/24/19		184.70	13,852.40
07/05/2019	ACH070519	Innovative Employer Solutions	BOS Mtg 6/24/19		202.00	13,650.40

**Panther Trace II CDD  
Cash Register - FY2019**

Date	Num	Name	Memo	Receipts	Disbursements	Balance
07/05/2019	5	JEFFREY A. SPIESS	BOS Mtg 6/24/19		184.70	13,465.70
07/05/2019	663634DD	Pamela S. Wood	BOS Mtg 6/24/19		184.70	13,281.00
07/05/2019	663631DD	Rowland C. Miner	BOS Mtg 6/24/19		184.70	13,096.30
07/05/2019	663633DD	SCOTT WARD	BOS Mtg 6/24/19		184.70	12,911.60
07/09/2019			VOID: Deposit	0.00		12,911.60
07/10/2019	ACH071019	TECO	5/16-6/14 - 12821 Balm Riverview Road Well		130.94	12,780.66
07/10/2019	1772	Panther Trace II CDD C/O U S Bank	Tax Collection Distribution c/o US Bank		5,904.80	6,875.86
07/10/2019		BANK UNITED	Funds Transfer fm MMK to OPT	50,000.00		56,875.86
07/11/2019	ACH07111.1	TECO	5/16-6/14 - Streetlights PH 2		2,023.02	54,852.84
07/11/2019	ACH071119.2	TECO	5/17-6/18 - 12451 Evington Point Dr Pump		218.72	54,634.12
07/11/2019	1773	Panther Trace I CDD	Reimbursement - Billing Error		755.00	53,879.12
07/11/2019	1774	Hillsborough County BOCC	Permitting fees for Batting cages		1,760.00	52,119.12
07/11/2019	1775	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Irrigation Inspection Repairs		830.89	51,288.23
07/12/2019	665265DD	Innovative Employer Solutions	6/24-7/7 - P/R		1,493.48	49,794.75
07/12/2019	ACH071219	Innovative Employer Solutions	6/24-7/7 - P/R		364.04	49,430.71
07/15/2019	9031	CBM SERVICES GROUP	6/24-7/7 - Security Guard		1,127.25	48,303.46
07/15/2019	9032	ENVERA	7/1-9/30- CCTV Monitoring		1,542.00	46,761.46
07/15/2019	9033	Innersync	ADA Website Compliance		1,620.00	45,141.46
07/15/2019	9034	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Landscape Maintenance - July, Annuals - Seasonal Coleus 4' Pot		19,950.33	25,191.13
07/15/2019	9035	REMSON AQUATICS	Lake & Pond Maint - July		1,585.00	23,606.13
07/15/2019	9036	STRALEY ROBIN VERICKER	Legal Svcs thru 6/15/19		3,112.40	20,493.73
07/15/2019	9037	VANGUARD CLEANING SYSTEMS OF TAMPA	CH Cleaning - July		325.00	20,168.73
07/15/2019	9038	VENTURESIN.COM, INC	Web Site Hosting - July		80.00	20,088.73
07/15/2019	9039	ZEBRA CLEANING TEAM, INC.	Pool Maint - July, Pool fecal/vomit clean up, 2' multi port for sand feature		2,529.73	17,559.00
07/16/2019		BANK UNITED	Funds Transfer fm OPT to DC		500.00	17,059.00
07/17/2019	ACH071719	BOCC	5/22-6/20 - 11518 Newgate Crest Dr		1,394.13	15,664.87
07/17/2019		PANTHER TRACE II	Rentals	351.20		16,016.07
07/17/2019		BANK UNITED	Funds Transfer fm MMK to OPT	50,000.00		66,016.07
07/18/2019	1776	FLORIDA DEPARTMENT OF REVENUE	2nd Qtr. Sales Tax 2019		119.12	65,896.95
07/19/2019	ACH071919	TECO	Summary Bill - June		13,888.52	52,008.43
07/22/2019	9040	CBM SERVICES GROUP	7/8-7/14 - Security Guard		661.50	51,346.93
07/22/2019	9041	STANTEC CONSULTING SERVICES	Engineering Svcs thru 06/21/19		255.00	51,091.93
07/25/2019	ACH072519	FRONTIER COMMUNICATIONS	7/1-7/31 - Internet/Phone		185.51	50,906.42
07/26/2019	5007	CBM SERVICES GROUP	7/15-7/21 - Security Guard		546.75	50,359.67
07/26/2019	5006	REPUBLIC SERVICES	8/1-8/31 - Solid Waste		133.78	50,225.89
07/26/2019	669269DD	Innovative Employer Solutions	7/8-7/21 - P/R		1,543.48	48,682.41
07/26/2019	669270DD	DAVID STEPPY	BOS Mtg 7/22/19		184.70	48,497.71
07/26/2019	ACH072619	Innovative Employer Solutions	7/8-7/21 - P/R & BOS Mtg. 7/22		455.84	48,041.87
07/26/2019	6	JEFFREY A. SPIESS	BOS Mtg 7/22/19		184.70	47,857.17
07/26/2019	669268DD	Rowland C. Miner	BOS Mtg 7/22/19		184.70	47,672.47
07/30/2019	1777	ZEBRA CLEANING TEAM, INC.	Pool Pump Motor (10HP)		6,271.37	41,401.10
07/31/2019		BANK UNITED	Interest	6.71		41,407.81
				<b>100,357.91</b>	<b>76,987.20</b>	<b>41,407.81</b>

**EXHIBIT 5.**



*Thanks For Your Business!*

# INVOICE

Zebra Cleaning Team, Inc.  
P.O. BOX 3456  
APOLLO BEACH, FL 33572  
813-458-2942

DATE: JULY 22, 2019  
INVOICE #3001

EXPIRATION DATE:

TO Panther Trace II CDD

TECHNICIAN	JOB SITE	INSTALLATION DATE	PAYMENT TERMS	DUE DATE
Lance Wood				

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
2		10 hp mtor		\$3560.48
		Hours labor		\$170.00
		Pump shaft seal		\$70.00
		Shipping		\$100.00

SUBTOTAL

SALES TAX

TOTAL \$3900.48

Comments:



*Thanks For Your Business!*

# INVOICE

Zebra Cleaning Team, Inc.  
P.O. BOX 3456  
APOLLO BEACH, FL 33572  
813-458-2942

DATE: JULY 22, 2019  
INVOICE #3001

EXPIRATION DATE

TO Panther Trace II CDD

TECHNICIAN		JOB SITE	INSTALLATION DATE	PAYMENT TERMS	DUE DATE
Lance Wood					
QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL	
2		10 hp motor and pump		\$5901.37	
		Hours labor		\$170.00	
		Plumbing parts		\$100.00	
		Shipping		\$100.00	
				SUBTOTAL	
				SALES TAX	
				TOTAL	\$6271.37

Comments:

**EXHIBIT 6.**





## Panther Trace 2 Community Development District

### Website and accessibility proposal

Date: 2019-07-24



**Ted Saul**

*Director - Digital Communication*



*Certified Specialist*

**campus**  
suite



# Pricing

Effective date: 2019-08-01

Implementation	Quantity	Subtotal
<b>Onboarding of ADA Compliant Website and Remediation of Historical Documents</b> <ul style="list-style-type: none"><li>• Migration website pages and present on a staged website for approval</li><li>• Initial PDF Accessibility Compliance Service for 1,500 pages of remediation</li></ul>	1	\$1,620.00
Ongoing services	Quantity	Subtotal
<b>Website services</b> <ul style="list-style-type: none"><li>• Hosting, support and training for users</li><li>• Website management tools to make updates</li><li>• Secure certification (https)</li><li>• Monthly site reporting, monitoring and error corrections</li></ul>	1	\$615.00
<b>Ongoing PDF Accessibility Compliance Service</b> <ul style="list-style-type: none"><li>• Remediation of all PDFs stored on your website</li><li>• Remediation of up to 750 PDF pages</li><li>• Dashboard for reporting and managing all PDFs</li><li>• 48-hour turnaround for fixes for board agendas</li><li>• PDF manager dashboard</li></ul>	750*	\$900.00
<b>Social Media Manager</b>		Included
<b>Total:</b>		<b>\$3,135.00</b>

*\*Maximum PDF pages per 12 month period*

# Statement of work

## 1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.**

Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:

1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time ("WCAG");
2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
3. Display an ADA compliance shield, seal, or certification;
4. Provide options to create a CDD-branded design (colors, logo, etc...)
5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be "mobile friendly" and offer a "mobile version" of the sites content for access from tablets or smart phones.
6. Be free of any commercial advertising;
7. Be free of any known spyware, virus, or malware;
8. Secure certification (https)
9. Secure cloud hosting with fail-overs
10. Allow for data backups, and record retention as required by law;
11. Allow for the display a calendar, reservation request form, and newsletter;
12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
13. Remediate 1,500 pages identified by the District for the new website in an ADA compliant format.\*

2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District's website.

## 3. **Maintenance and Management of the Website.**

1. Contractor will manage and maintain the website;
2. Remediate new documents (a not to exceed 750 pages per year) provided by the District Manager in an ADA compliant format;\*
1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
3. District shall be responsible for uploading the ADA compliant documents onto the website. Contractor shall ensure that the District only has the ability to upload or

- remove documents on the website and cannot alter any other aspect of the website;
4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
  5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

#### **4. Monthly Auditing and Remediation Services.**

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

#### **5. Support Services.**

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

\*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

# Website Creation and Management Agreement

This Website Creation and Management Agreement (this "Agreement") is entered into as of 2019-08-01, between the Panther Trace 2 Community Development District, whose mailing address is 250 International Parkway, Suite 280, Lake Mary, FL 32746 (the "District") and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the "Contractor").

## Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the "ADA"). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

## Operative Provisions:

**1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

**2. Scope of Services.** The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the "Statement of Work" attached hereto as Exhibit A.

**3. Term and Renewal.** The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

### **4. Termination.**

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and the opportunity to cure the breach.

c. Upon termination of this Agreement:

- i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

## **5. Compensation and Prompt Payment.**

a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$1,620.00 for the Onboarding of ADA Compliant Website and Remediation of Historical Documents.

b. Starting on October 1, 2019 the District agrees to compensate the Contractor \$1,515.00 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on a annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

**6. Additional Work.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon

successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

**7. Ownership of Website, Domain Name, and Content.** The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

**8. No Infringement of Intellectual Property.** Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

**9. Promotion.** The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

**10. Warranty.** The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

**11. Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

**12. Compliance with Governmental Regulations.** The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

**13. Insurance.** Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

**14. Limitation of Liability.** Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

**15. Indemnification.** Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**16. Conditions Precedent Prior to Any Litigation.** In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

**17. Remedies in the Event of Default.** Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

**18. Controlling Law.** This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

**19. Enforcement of Agreement.** Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

**20. Public Records.** Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida's public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted 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, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this



Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, EXT. 4205, OR BY EMAIL AT PATRICIA.COMINGS-THIBAUT@DPFG.COM, OR BY REGULAR MAIL AT 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FL 32746.**

**21. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.

**22. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

**23. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.

**24. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

**25. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**26. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.

**27. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studio, LLC.	Panther Trace 2
Signature _____ Date _____	Signature _____ Date _____
Steve Williams VP of Marketing	_____ Print name

**EXHIBIT 7.**



PANTHER TRACE II  
COMMUNITY DEVELOPMENT DISTRICT

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AMENITY FACILITY GUIDELINES

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(Revised August 2019)

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## I. Definitions

**“Access Card”** shall mean that certain card issued and administered by the District that provides access to Amenity Facilities.

**“Adult”** shall mean a person age eighteen (18) or older.

**“Amenity Facility” or “Amenity Facilities”** – shall mean the properties and areas owned by the District and intended for recreational use, including, but limited to, the Panther Trace II clubhouse, resort style pool, splash zone, catering kitchen, covered veranda, pool cabanas, tennis/pickleball courts, playground, Tot Lot, and batting cages together with their appurtenant facilities and areas.

**“Amenity Facility Policy” or “Policies”** – shall mean all Amenity Facility Policy of Panther Trace II Community Development District, as amended from time to time.

**“Board of Supervisors” or “Board”** – shall mean the Board of Supervisors of the Panther Trace II Community Development District.

**“District”** – shall mean the Panther Trace II Community Development District.

**“District Manager” or “District Staff”** – shall mean the professional management company, including its employees, staff and agents, contracted by the District to provide management services to the District and/or manage the Amenity Facilities within the District.

**“Family”** shall mean the immediate family members of a Resident, Renter, or Non-Resident User’s living in the same home together.

**“Guest”** shall mean a person lawfully on the premises of the Amenity Facilities as the guest of and accompanied at all times by an Adult Resident, Non-Resident User, or Renter.

**“Non-Resident(s)”** – shall mean any person or persons who are not a Resident(s) of the District who have not paid the Non-Resident User Fee.

**“Non-Resident User”** – shall mean a Non-Resident who has paid the annual Non-Resident User Fee to the District for use of the Amenity Facilities.

**“Non-Resident User Fee”** – shall mean the fee established by the District for a Non-Resident who wishes to use the Amenity Facilities. The amount of the Non-Resident User Fee is set forth herein and is subject to change from time to time.

**“Patron” or “Patrons”** – shall include Residents, Non-Resident Users, and/or their Guest(s) using the Amenity Facilities in a lawful manner and in accordance with this Amenity Facility Policy.

**“Property Owner”** – shall mean the person(s) holding legal title and ownership of a residential detached home within the District.

**“Renter”** – shall mean any tenant residing in a residential home within the District under a valid rental or lease agreement with the Property Owner that includes the Renter’s use of the Amenity Facilities.

**“Resident”** – shall mean any person, spouse or registered domestic partner of a person, and/or immediate family, including minor and/or dependent children, lawfully residing in a residential detached home within the District.

## **II. Amenity Facility Hours of Operation and Emergency Contact**

**Emergency Contact:** In the event of an emergency, first call 9-1-1. After contacting 9-1-1, all emergencies and injuries occurring at the Amenity Facilities must be reported to the office of the District Manager at (813) 418-7473.

**Amenity Facility Hours of Operation:** The District’s Amenity Facilities will be open for Patron use at the following times and dates.\*

Clubhouse	Monday – Friday	Call Office Hours
Pool	Monday – Sunday	Dawn – Dusk
Tennis/Pickleball Courts	Monday – Sunday	Dawn – Dusk
Playground	Monday – Sunday	Dawn – Dusk
Batting Cages	Monday – Sunday	Dawn – Dusk

\* The District reserves the right to close the Amenity Facilities at the reasonable discretion of District Staff for inclement weather, maintenance, and private rental.

**Holiday Hours of Operation:** The Amenity Facilities will be closed on the following holidays: Thanksgiving, Christmas, New Year’s Day, and Easter. The Amenity Facilities will close early on Christmas Eve and New Year’s Eve.

## **III. Enforcement and Amendment of Amenity Facility Policy**

The Board, the District Manager, and any designated District staff shall have authority to enforce these Policies. However, the District Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary or in the best interests of the District and its Patrons. A temporary waiver of any Policy by the District Manager shall not constitute a continuous, ongoing waiver of said Policy, and the District Manager shall have the right to enforce all of these policies at any time. The Board may amend this Amenity Facility Policy when necessary, from time to time.

This Amenity Facility Policy was adopted by the Board of Supervisors for the Panther Trace II Community Development District per Resolution 2019-\_\_ on August \_\_, 2019 at a duly noticed public meeting.

#### **IV. Damage to Property or Personal Injury**

Any Patron or other person who makes use of the Amenity Facilities for any purpose whatsoever does so at his or her own risk, and shall hold the District, its officers, agents and employees harmless for any and all losses, costs, claims, injuries, damages or liability sustained or resulting from such use.

Patrons are solely responsible for personal property brought onto the Amenity Facilities. The District is not responsible for the loss or damage to any personal property used or brought onto the Amenity Facilities.

All Patrons using the Amenity Facilities are required to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron. The District may pursue further legal action and restitution in regard to destruction of Amenity Facility property or equipment. No person shall remove from the room in which it is placed or from the Amenity Facilities any property or furniture belonging to the District or its contractors without proper authorization. Patrons shall be liable for any property damage and/or personal injury caused by them at the Amenity Facilities. The District reserves all legal and equitable remedies for losses due to property damage or personal injury.

#### **V. Indemnification**

Patrons lawfully on the premises of the Amenity Facilities are welcome to enjoy the Amenity Facilities at their own risk and pursuant to the District's Amenity Facility Policies. Each organization, group or individual using or reserving the use of the Amenity Facilities shall indemnify and hold the District, and its officers, employees and agents harmless from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, and property damage of any nature, arising out of or in connection with the use of the Amenity Facilities and/or other District property, including attorneys' fees, litigation related costs, and appellate proceedings related thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agents, employees and officers shall not be liable for, and the Patrons shall release all such parties from claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the Patron resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

#### **VI. Facility Access Requirements and Non-Resident User Fee**

All Residents, Non-Resident Users, Renters, and Family are entitled to use the District Amenity Facilities. Guests are eligible to use the Amenity Facilities so long as they are accompanied at all times by a Resident, Non-Resident User, or Renter.



The Non-Resident User Fee is equal to the operation and maintenance expenditures and debt service assessment of an eighty five foot (85') lot within the District. This amount is subject to change upon the adoption of the annual budget by the Board.

Property owners who have delegated their Amenity Facility privileges to a Renter must provide written authorization, a listing of the Renter and Family (if applicable), a copy of the lease, and turn in their assigned Access Cards to District Staff. Renters will be required to provide proof of residency in the form of a lease or bill bearing their name and the street address of the property before they receive Access Cards to the Amenity Facilities. Property owners must turn in their Access Cards to District Staff before Access Cards will be issued to a Renter.

The District and/or District Staff reserves the right to suspend a Patron's use of the Amenity Facilities for failure to follow the policies and procedures, posted rules and regulations, instructions from District Staff, and for failure to pay any amounts owed to the District.

## **VII. Access Cards**

Use of the District's Amenity Facilities is restricted to Residents, Non-Resident Users, Renters and Guests. An Access Card is necessary to gain entry to the Amenity Facilities. Each property owner of a lot within the District is issued one (1) initial Access Card. Replacement Access Cards for lost or damaged cards are available for purchase from District Staff for an additional fee. No more than two (2) Access Cards (issued to Adults only) may be held by any Residential, Non-Resident User, or Renter households at any time. A Patron should not provide their Access Card to any other person to allow them to utilize the Amenity Facilities. If a Patron allows another unauthorized person to use their Access Card, that Patron's Amenity Facility Privileges may be suspended by District Staff.

## **VIII. Guest Policies**

Residents, Non-Resident Users, and Renters may bring up to four (4) Guests to the Amenity Facilities without District Staff approval, or a maximum of six (6) Guests with prior approval of District Staff. Guests must be accompanied by an Adult at all times. Guests will be required to sign a waiver and check in with District Staff prior to utilizing the Amenity Facilities.

## **IX. Private Rental Usage Guidelines and Request Form**

The Private Rental Request Form is used for private rental of specified indoor amenities available for private functions at the Amenity Facilities. Patrons must read, sign or initial, and agree to follow the Private Rental Usage Guidelines before a request will be approved by District Staff.

Meeting and event dates will be subject to Amenity Facility availability. All clubs must be open to any Resident, Non-Resident User, Renter, Family of those persons.

Guests may be permitted to attend club functions limited basis with permission from District Staff.

## **X. General Amenity Facility Use Policies**

The following Amenity Facility use policies have been established to ensure the safety and enjoyment of all Patrons and to provide for maintenance of the Amenity Facilities.

1. All Patrons may use the Amenity Facilities if they meet the eligibility requirements.
2. All Patrons must have their assigned Access Card in their possession at all times to enter and use the Amenity Facilities.
3. Guests must be accompanied at all times by an Adult Resident, Non-Resident User, or Renter.
4. Family and Guests under the age of sixteen (16) years old must be accompanied by an Adult when using the Amenity Facilities. Patrons that are under the age of eighteen (18) years old may not bring Guests without an Adult present. To bring a Guest, an Adult Patrons must be present. Additional age requirements may apply as listed in the usage guidelines for specific areas as described below.
5. Patrons are not permitted to “drop off” a non-Adult Guest or a person constituting Family without the appropriate supervision.
6. All Patrons are encouraged to consult with a physician before engaging in physical exercise.
7. Assumption of risk and liability forms must be signed and on file before utilizing the Amenity Facilities.
8. With the exception of the pool and wet areas where bathing suits are required, all Patrons must wear proper attire to use the Amenity Facilities, including but not limited to shirts and shoes. Use of certain Amenity Facilities requires athletic attire, as described below.
9. Bathing suits and wet feet are not allowed indoors, with the exception of the pool restroom area. Patrons should wear footwear when entering the pool restroom area.
10. Food and non-alcoholic drinks are limited to certain designated areas to be determined at the discretion of District Staff.
11. Use of tobacco products, including but not limited to cigarettes, cigars, e-cigarettes, and vaping products is not permitted at any Amenity Facility.
12. Alcoholic beverages are strictly prohibited at all Amenity Facilities.
13. Any Patron that appears to be under the influence of drugs or alcohol will be asked to leave the facility by District Staff.
14. All Patrons shall treat District Staff in a courteous and considerate manner.

## XI. Swimming Pool Policies

The following usage guidelines have been established to maintain the facility and to ensure the safety and enjoyment of all residents and members.

1. Lifeguards will not be present at the pool facilities. Persons using the pool facility do so at their own risk. In the event of an emergency, patron(s) and/or District Staff should dial 9-1-1.
2. The number of patrons allowed to the pool facility at any given time shall not exceed the maximum bathing load of 188 persons for the pool as determined by Hillsborough County.
3. **Pool Hours.** The swimming pool facility is open from thirty minutes after dawn and will close thirty minutes prior to dusk, to be determined at the reasonable discretion of District Staff.
4. **Access Card Required.** All patrons must present their access card to District Staff before that patron and their guests (if applicable) may use the pool facility.
5. Patrons under the age of sixteen (16) years old must be accompanied by an Adult at all times.
6. **Guest Policy.** Each Residential or Renter household within the District, or Non-Resident User may bring a maximum of four (4) guests to the pool facility and must have an Adult age eighteen (18) or older present at all times.
7. **Pool Cabana Reservations.** A pool cabana may be reserved for a maximum of twenty (20) patrons, including guests. A list of patrons, including guests, must be provided to the District prior to the reservation. All guests must check in with District Staff prior to entering the pool facility. The patron reserving the cabana is responsible for all cleanup related to the reservation.
8. **Proper Swim Attire and Hygiene.** Bathing suits or other such proper swimming attire must be worn by all persons, including children, while using the pool facilities. Swim diapers and/or rubber briefs must be worn by diaper-wearing children. All patrons must shower before entering the pool.
9. **Prohibited Behavior and Prohibited Items.** No running, diving, roughhousing or "chicken" fighting is allowed. No bicycles, rollerblades or in-line skates, wheeled shoes, skateboards, scooters, boogie boards, skim boards, balls, or any other unapproved toys are permitted.
10. **Pool Toy and Flotation Device Policy.** No flotation devices are allowed in the pool facility except for water wings and swim rings used by small children, or other such flotation devices approved by the United States Coast Guard for the purposes of swimming assistance.
11. **No Smoking Policy.** All District facilities shall be smoke free. No tobacco products shall be used, including but not limited to cigarettes, cigars, e-cigarettes, and vaping products.
12. **Food and Alcohol Policy.** No food or drinks are allowed within ten feet (10') of the pool edges. No alcoholic beverages, glass containers, nor grilling are permitted at any District facility.
13. **Electronic Device Policy.** Patrons desiring to listen to music, watch television, or play games on personal electronic devices must use headphones. No speakers are permitted.

14. Pool furniture shall not be removed from the pool deck area or placed into the swimming pool. The use of removable shade covers (i.e. pop up tents etc.) is not permitted.
15. **Closure of the Pool Facility.** District Staff may need to temporarily close the pool from time to time for routine maintenance, or for time period as required by law when a contamination event involving defecation, vomit, or blood-borne pathogens, has occurred. Parents are responsible for ensuring that their children do not urinate or defecate in the pool. Parents of the child responsible for the contamination may be assessed a maintenance fee for any clean up or other fees incurred as a result of the contamination.
16. **Lightning Policy.** Patrons must vacate the pool facility at the first sound of thunder. Patrons may return to the pool 30 minutes after the last sight of lightning or sound of thunder observed by District Staff. Failure to vacate when requested District Staff will result in a loss of suspension of pool privileges for a reasonable period of time to be determined by District Staff.
17. No animals are allowed at the pool facility except for service animals, which may be brought onto the pool deck.
18. **Lost Personal Property.** Belongings left in the pool facility after dusk shall be placed in the Lost & Found at the District clubhouse for a period of 30 days. If the item(s) are not claimed, they will be discarded. The District shall not be responsible for lost or stolen items at any District facility.
19. **Suspension of Pool Privileges.** Any patron(s) who violate these policies or display or disrespectful behavior may be asked to leave the pool facility by District Staff. All patrons are expected to treat all District Staff and other patrons with respect. Failure to comply with these policies, including failure to abide by instructions of District Staff, will result in the suspension of pool use by offender(s) in accordance with the District. Certain violations may warrant a suspension longer than seven (7) days and shall be determined by the Board of Supervisors in accordance with the District Amenity Guidelines.

## **XII. Clubhouse Use Policies**

1. The clubhouse contains common social areas that are open for the use of Patrons. These areas may have programs scheduled by the District or private events reserved by Patrons during specific times of business operating hours.
2. All areas are open for Patron use unless a District program or event, or a Patron's private rental event is taking place.
3. Private rental events require completion and submission of a rental agreement, a security deposit and a specified rental fee to District Staff.
4. Patrons under the age of 18 must be accompanied by an Adult at all times.
5. Only specified areas are available for private rental events.
6. Profanity is prohibited at the clubhouse and all Amenity Facilities.
7. All Patrons responsible for cleaning up after themselves. Residents, Non-Resident Users, and Renters are also responsible for ensuring their Guests abide by these Amenity Facility policies.
8. Food and beverages may only be consumed by Patrons in designated areas.
9. Proper attire including shirt and shoes is required by all Patrons. No wet feet or clothing, including swimwear, are permitted in the clubhouse.

### **XIII. Playground and Tot Lot Use Policy**

The District provides a Tot Lot and playground area for Patrons to enjoy with their children. Tot Lot equipment for children ages two (2) to five (5) years old and other playground equipment for children ages five (5) to twelve (12) years old.

1. Patrons use the playground and Tot Lot at their own risk.
2. For the safety of all children and adults, only children two (2) through twelve (12) years of age may use the playground equipment.
3. All Patrons are responsible for the behavior of their children. All Patrons should use appropriate and courteous language at all times.
4. Adult supervision is required for children under age eighteen (18) using the playground. Children must remain in the sight of parents/guardians while using the playground.
5. Proper clothing and footwear is required. No loose clothing, especially with strings, should be worn.
6. The mulch material is necessary for reducing fall impact and for good drainage. Mulch should not be picked up, thrown, or kicked for any reason by any Patron.
7. Prohibited Items. The following items, including but not limited to food, drinks or gum, pets of any kind (with the exception of service animals), sticks, wooden or metal bats, ropes, roller skates, roller blades or skateboards, and hard balls such as baseballs and golf balls are prohibited at the playground area and Tot Lot.
8. Playground equipment is intended for use of all Patrons' children. Patrons and children should take turns and share the equipment.
9. All children are expected to play cooperatively with other children.
10. No Patron should jump off from any high climbing bars or platforms.
11. Improper use of the equipment by Patrons will not be tolerated. Equipment is to be used for its intended or traditional use only, including common and reasonable methods when going up ladders and down slides.
12. Patrons should notify District Staff of any malfunctioning playground equipment and in the event of an injury.
13. All other general Amenity Facility Policies apply.

### **XIV. Tennis and Pickleball Courts Use Policy**

As part of the Amenity Facilities, two (2) tennis courts are available for informal Patron use. Patrons using the tennis courts are expected to follow and abide by these Amenity Facility Policies and the guidelines for proper court use as described below:

1. Patrons may only use the tennis courts during the Hours of Operation (see above).
2. Patrons should only use the tennis courts for their intended use: for tennis matches or pickleball games.
3. Patrons may use the tennis courts on a first come, first serve basis only. There are no reservations of the tennis courts, with the exception of any District-sponsored program or event.
4. If other Patrons are waiting to use the tennis courts, the maximum use time may not exceed one (1) hour.
5. The Tennis courts may be used by Adult Patrons. Patrons that are not Adults must be accompanied by an Adult to use the tennis courts.

6. Patrons should abide by the rules for tennis as established by the United States Tennis Association and if playing pickleball, the rules established by the United States of America Pickleball Association.
7. Patrons must wear proper clothing while using the tennis courts, including but not limited to shirts, tennis shoes, shorts or skirts, or other similar athletic apparel. Hard or black soled shoes are prohibited from being worn while using the tennis courts.
8. Food, gum, alcohol, and tobacco products are prohibited on the tennis courts.
9. Patrons may bring non-alcoholic drinks to the tennis courts in a non-breakable spill-proof container.
10. Patrons should treat one another with respect and courtesy while using the tennis courts. Profanity, fighting and other disruptive behavior will not be tolerated.
11. No furniture is to be brought into the tennis courts.

## **XV. Batting Cages Use Policy**

1. The District's batting cages are for the use of Residents, Renters, Non-Resident Users, their Families, and their Guests. Each Family may bring a maximum of three (3) guests to the batting cages.
2. As for all Amenity Facilities, Patron use of the batting cages is at their own risk. The District shall not be responsible for any personal injury, accident, property damage, lost or stolen property, or equipment damage at or around the batting cages.
3. Patrons should use caution when moving in and around the batting cage area.
4. Patron use of the batting cages is on a first come, first serve basis and is intended for informal use. If other Patrons are waiting to use the batting cages, Patrons shall be limited to a maximum of thirty (30) minutes at one time, then may wait in line for an additional thirty (30) minute time.
5. The Batting Cages are available for private rental for a maximum time of two (2) hours per rental period by submitting a written request to the Amenity Manager.
6. To use the batting cages, Patrons that are not Adults must be accompanied by an Adult who must remain present at all times. Adult Patrons will be responsible for the actions and behavior of non-Adult Patrons.
7. Patrons must enter and exit the batting cages from the tennis courts and should make every reasonable effort not to disturb an ongoing tennis match or pickleball game.
8. Only two Patrons shall be permitted in each batting cage at a time (one pitcher and one batter). While inside the batting cage, these Patrons must ensure that the fence gate remains closed.
9. Patrons assuming the role of the pitcher throwing the ball to the batter shall use a protective screen at all times.
10. Baseballs or softballs are to be hit only inside the cages in the intended direction and in accordance with the intended traditional use of batting cages. No baseballs or softballs should be hit into the chain link fence in a pepper-style movement.
11. No private lessons shall be permitted at the batting cages, with the exception of any District-sponsored or licensed activity.
12. No food, drink, alcohol, nor any type of tobacco product shall be permitted inside the batting cages. Patrons must clean up the batting cages upon exit, being sure to check for litter and trash prior to leaving the area.

## **XVI. Forms and Waivers**

### **1. New Resident and Member Information Form and Waiver**

An information form is kept on file for all Residents, Non-Resident Users and Renters. This allows District Staff to maintain current information on those Patrons who are eligible to use the Amenity Facilities.

### **2. Private Event Rental Agreement**

Patrons who would like to rent the Clubhouse for a Private Event must execute a Private Event Rental Agreement, pay approved fees and a security deposit, and submit to District Staff prior to the event.

### **3. Guest Registration**

Residents, Non-Resident Users and Renters bringing guests to the Amenity Facilities must bring the Guest to the clubhouse to complete a Guest Registration Form prior to using the Amenity Facilities.

## **XVII. Suspension of Amenity Facility Privileges Policy**

### **1. Policy Enforcement**

- a. District Staff must protect the safety and welfare of all Patrons, so inappropriate, violent, or destructive behavior by any Patron in violation of these Amenity Facility Policies will not be tolerated. All Patrons are responsible for compliance with the Amenity Facility Policies as described in this document at all Amenity Facilities, as applicable. For severe violation(s) or any Patron continuing to violate these Amenity Facility Policies, Patron(s) may have their Amenity Facility privileges suspended and/or revoked. District Staff reserves the right to ask Patrons to leave the Amenity Facilities and to suspend their privileges and/or Access Cards for a reasonable period of time at the discretion of District Staff. If necessary, District Staff may contact the local law enforcement agency and have violators trespassed permanently from any District property, including the Amenity Facilities.
- b. Depending on the severity of the violation, the Patron(s) may be asked to leave the facilities until a suspension is determined by District Staff and/or the Board, if a severe or repeat violation. If a minor is involved in a violation, an Adult parent or guardian will be contacted and a written warning may be issued. Documentation of incidences will be kept on file.
- c. Any appeals will need to be made in writing to the District's Board of Supervisors. Appeals will be reviewed at the next regularly scheduled District Board of Supervisors meeting from the date the appeal was received.

## 2. Suspension Procedure

- a. **Warnings:** District Staff will notify the Patron(s) of the violation and request that they cease the behavior immediately. If the Patron(s) continue(s) the behavior, the offending Patron(s) will be asked to leave the Amenity Facilities.
- b. **Suspensions:** All suspensions will be treated on a case by case basis. Consequences and decision outcomes will be determined by the management. While suspended the Amenity Facilities, Access Cards for Residents, Non-Resident Users and Renters will be deactivated.
  - i. District Staff may issue a suspension of privileges from District property resulting from Amenity Facility Policy violations for a period of one (1) to sixty (60) days, based upon the severity of the violation.
  - ii. To suspend a Patron's Amenity Facility privileges for a period of time greater than sixty (60) days, District Staff shall notify the Board of the violation(s) at the next meeting of the Board. The Board shall then determine the length of time of the suspension. The Patron facing suspension may appear at the Board meeting to contest the suspension.



**EXHIBIT 8.**

## RESOLUTION 2019-05

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PANTHER TRACE II COMMUNITY DEVELOPMENT DISTRICT AMENDING THE AMENITY FACILITY POLICY FOR ALL USERS OF DISTRICT AMENITY FACILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Panther Trace II 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 Hillsborough County, Florida; and

**WHEREAS**, the District owns, maintains, and operates certain recreational facilities (the “**Amenity Facilities**”); and

**WHEREAS**, the Board of Supervisors of the District (the “**Board**”) is authorized by Sections 190.011(15) and 190.035, Florida Statutes, to establish rules and policies for use of the Amenity Facilities within the District; and

**WHEREAS**, the Board previously adopted guidelines, rules and policies for use of the Amenity Facilities (the “**Amenity Facility Policy**”) on July 27, 2015; and

**WHEREAS**, the Board desires to amend that Amenity Facility Policy to amend the existing rules and policies for use of the Amenity Facilities; and

**WHEREAS**, the Board held a public hearing on August 26, 2019 to receive public comment on the proposed amendment to the Amenity Facility Policy; and

**WHEREAS**, after hearing and considering public comment, the Board has concluded that the amended Amenity Facility Policy shall be adopted.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PANTHER TRACE II COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. The amended Amenity Facility Policy is attached hereto as **Exhibit A**, and is hereby adopted by the District.

Section 2. This Resolution shall become effective immediately upon its adoption.

**Passed and adopted this 26<sup>th</sup> day of August, 2019.**

**Attest:**

**Panther Trace II  
Community Development District**

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Raymond Lotito  
Assistant Secretary

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Jeff Spiess  
Chair of the Board of Supervisors

**Exhibit A**

**Panther Trace II  
Community Development District  
  
Amended Amenity Facility Policy**



PANTHER TRACE II  
COMMUNITY DEVELOPMENT DISTRICT

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AMENITY FACILITY GUIDELINES

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(Revised August 2019)

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## I. Definitions

**“Access Card”** shall mean that certain card issued and administered by the District that provides access to Amenity Facilities.

**“Adult”** shall mean a person age eighteen (18) or older.

**“Amenity Facility” or “Amenity Facilities”** – shall mean the properties and areas owned by the District and intended for recreational use, including, but limited to, the Panther Trace II clubhouse, resort style pool, splash zone, catering kitchen, covered veranda, pool cabanas, tennis/pickleball courts, playground, Tot Lot, and batting cages together with their appurtenant facilities and areas.

**“Amenity Facility Policy” or “Policies”** – shall mean all Amenity Facility Policy of Panther Trace II Community Development District, as amended from time to time.

**“Board of Supervisors” or “Board”** – shall mean the Board of Supervisors of the Panther Trace II Community Development District.

**“District”** – shall mean the Panther Trace II Community Development District.

**“District Manager” or “District Staff”** – shall mean the professional management company, including its employees, staff and agents, contracted by the District to provide management services to the District and/or manage the Amenity Facilities within the District.

**“Family”** shall mean the immediate family members of a Resident, Renter, or Non-Resident User’s living in the same home together.

**“Guest”** shall mean a person lawfully on the premises of the Amenity Facilities as the guest of and accompanied at all times by an Adult Resident, Non-Resident User, or Renter.

**“Non-Resident(s)”** – shall mean any person or persons who are not a Resident(s) of the District who have not paid the Non-Resident User Fee.

**“Non-Resident User”** – shall mean a Non-Resident who has paid the annual Non-Resident User Fee to the District for use of the Amenity Facilities.

**“Non-Resident User Fee”** – shall mean the fee established by the District for a Non-Resident who wishes to use the Amenity Facilities. The amount of the Non-Resident User Fee is set forth herein and is subject to change from time to time.

**“Patron” or “Patrons”** – shall include Residents, Non-Resident Users, and/or their Guest(s) using the Amenity Facilities in a lawful manner and in accordance with this Amenity Facility Policy.

**“Property Owner”** – shall mean the person(s) holding legal title and ownership of a residential detached home within the District.

**“Renter”** – shall mean any tenant residing in a residential home within the District under a valid rental or lease agreement with the Property Owner that includes the Renter’s use of the Amenity Facilities.

**“Resident”** – shall mean any person, spouse or registered domestic partner of a person, and/or immediate family, including minor and/or dependent children, lawfully residing in a residential detached home within the District.

## **II. Amenity Facility Hours of Operation and Emergency Contact**

**Emergency Contact:** In the event of an emergency, first call 9-1-1. After contacting 9-1-1, all emergencies and injuries occurring at the Amenity Facilities must be reported to the office of the District Manager at (813) 418-7473.

**Amenity Facility Hours of Operation:** The District’s Amenity Facilities will be open for Patron use at the following times and dates.\*

Clubhouse	Monday – Friday	Call Office Hours
Pool	Monday – Sunday	Dawn – Dusk
Tennis/Pickleball Courts	Monday – Sunday	Dawn – Dusk
Playground	Monday – Sunday	Dawn – Dusk
Batting Cages	Monday – Sunday	Dawn – Dusk

\* The District reserves the right to close the Amenity Facilities at the reasonable discretion of District Staff for inclement weather, maintenance, and private rental.

**Holiday Hours of Operation:** The Amenity Facilities will be closed on the following holidays: Thanksgiving, Christmas, New Year’s Day, and Easter. The Amenity Facilities will close early on Christmas Eve and New Year’s Eve.

## **III. Enforcement and Amendment of Amenity Facility Policy**

The Board, the District Manager, and any designated District staff shall have authority to enforce these Policies. However, the District Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary or in the best interests of the District and its Patrons. A temporary waiver of any Policy by the District Manager shall not constitute a continuous, ongoing waiver of said Policy, and the District Manager shall have the right to enforce all of these policies at any time. The Board may amend this Amenity Facility Policy when necessary, from time to time.

This Amenity Facility Policy was adopted by the Board of Supervisors for the Panther Trace II Community Development District per Resolution 2019-\_\_ on August \_\_, 2019 at a duly noticed public meeting.

#### **IV. Damage to Property or Personal Injury**

Any Patron or other person who makes use of the Amenity Facilities for any purpose whatsoever does so at his or her own risk, and shall hold the District, its officers, agents and employees harmless for any and all losses, costs, claims, injuries, damages or liability sustained or resulting from such use.

Patrons are solely responsible for personal property brought onto the Amenity Facilities. The District is not responsible for the loss or damage to any personal property used or brought onto the Amenity Facilities.

All Patrons using the Amenity Facilities are required to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron. The District may pursue further legal action and restitution in regard to destruction of Amenity Facility property or equipment. No person shall remove from the room in which it is placed or from the Amenity Facilities any property or furniture belonging to the District or its contractors without proper authorization. Patrons shall be liable for any property damage and/or personal injury caused by them at the Amenity Facilities. The District reserves all legal and equitable remedies for losses due to property damage or personal injury.

#### **V. Indemnification**

Patrons lawfully on the premises of the Amenity Facilities are welcome to enjoy the Amenity Facilities at their own risk and pursuant to the District's Amenity Facility Policies. Each organization, group or individual using or reserving the use of the Amenity Facilities shall indemnify and hold the District, and its officers, employees and agents harmless from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, and property damage of any nature, arising out of or in connection with the use of the Amenity Facilities and/or other District property, including attorneys' fees, litigation related costs, and appellate proceedings related thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agents, employees and officers shall not be liable for, and the Patrons shall release all such parties from claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the Patron resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

#### **VI. Facility Access Requirements and Non-Resident User Fee**

All Residents, Non-Resident Users, Renters, and Family are entitled to use the District Amenity Facilities. Guests are eligible to use the Amenity Facilities so long as they are accompanied at all times by a Resident, Non-Resident User, or Renter.



The Non-Resident User Fee is equal to the operation and maintenance expenditures and debt service assessment of an eighty five foot (85') lot within the District. This amount is subject to change upon the adoption of the annual budget by the Board.

Property owners who have delegated their Amenity Facility privileges to a Renter must provide written authorization, a listing of the Renter and Family (if applicable), a copy of the lease, and turn in their assigned Access Cards to District Staff. Renters will be required to provide proof of residency in the form of a lease or bill bearing their name and the street address of the property before they receive Access Cards to the Amenity Facilities. Property owners must turn in their Access Cards to District Staff before Access Cards will be issued to a Renter.

The District and/or District Staff reserves the right to suspend a Patron's use of the Amenity Facilities for failure to follow the policies and procedures, posted rules and regulations, instructions from District Staff, and for failure to pay any amounts owed to the District.

## **VII. Access Cards**

Use of the District's Amenity Facilities is restricted to Residents, Non-Resident Users, Renters and Guests. An Access Card is necessary to gain entry to the Amenity Facilities. Each property owner of a lot within the District is issued one (1) initial Access Card. Replacement Access Cards for lost or damaged cards are available for purchase from District Staff for an additional fee. No more than two (2) Access Cards (issued to Adults only) may be held by any Residential, Non-Resident User, or Renter households at any time. A Patron should not provide their Access Card to any other person to allow them to utilize the Amenity Facilities. If a Patron allows another unauthorized person to use their Access Card, that Patron's Amenity Facility Privileges may be suspended by District Staff.

## **VIII. Guest Policies**

Residents, Non-Resident Users, and Renters may bring up to four (4) Guests to the Amenity Facilities without District Staff approval, or a maximum of six (6) Guests with prior approval of District Staff. Guests must be accompanied by an Adult at all times. Guests will be required to sign a waiver and check in with District Staff prior to utilizing the Amenity Facilities.

## **IX. Private Rental Usage Guidelines and Request Form**

The Private Rental Request Form is used for private rental of specified indoor amenities available for private functions at the Amenity Facilities. Patrons must read, sign or initial, and agree to follow the Private Rental Usage Guidelines before a request will be approved by District Staff.

Meeting and event dates will be subject to Amenity Facility availability. All clubs must be open to any Resident, Non-Resident User, Renter, Family of those persons.

Guests may be permitted to attend club functions limited basis with permission from District Staff.

## **X. General Amenity Facility Use Policies**

The following Amenity Facility use policies have been established to ensure the safety and enjoyment of all Patrons and to provide for maintenance of the Amenity Facilities.

1. All Patrons may use the Amenity Facilities if they meet the eligibility requirements.
2. All Patrons must have their assigned Access Card in their possession at all times to enter and use the Amenity Facilities.
3. Guests must be accompanied at all times by an Adult Resident, Non-Resident User, or Renter.
4. Family and Guests under the age of sixteen (16) years old must be accompanied by an Adult when using the Amenity Facilities. Patrons that are under the age of eighteen (18) years old may not bring Guests without an Adult present. To bring a Guest, an Adult Patrons must be present. Additional age requirements may apply as listed in the usage guidelines for specific areas as described below.
5. Patrons are not permitted to “drop off” a non-Adult Guest or a person constituting Family without the appropriate supervision.
6. All Patrons are encouraged to consult with a physician before engaging in physical exercise.
7. Assumption of risk and liability forms must be signed and on file before utilizing the Amenity Facilities.
8. With the exception of the pool and wet areas where bathing suits are required, all Patrons must wear proper attire to use the Amenity Facilities, including but not limited to shirts and shoes. Use of certain Amenity Facilities requires athletic attire, as described below.
9. Bathing suits and wet feet are not allowed indoors, with the exception of the pool restroom area. Patrons should wear footwear when entering the pool restroom area.
10. Food and non-alcoholic drinks are limited to certain designated areas to be determined at the discretion of District Staff.
11. Use of tobacco products, including but not limited to cigarettes, cigars, e-cigarettes, and vaping products is not permitted at any Amenity Facility.
12. Alcoholic beverages are strictly prohibited at all Amenity Facilities.
13. Any Patron that appears to be under the influence of drugs or alcohol will be asked to leave the facility by District Staff.
14. All Patrons shall treat District Staff in a courteous and considerate manner.

## XI. Swimming Pool Policies

The following usage guidelines have been established to maintain the facility and to ensure the safety and enjoyment of all residents and members.

1. Lifeguards will not be present at the pool facilities. Persons using the pool facility do so at their own risk. In the event of an emergency, patron(s) and/or District Staff should dial 9-1-1.
2. The number of patrons allowed to the pool facility at any given time shall not exceed the maximum bathing load of 188 persons for the pool as determined by Hillsborough County.
3. **Pool Hours.** The swimming pool facility is open from thirty minutes after dawn and will close thirty minutes prior to dusk, to be determined at the reasonable discretion of District Staff.
4. **Access Card Required.** All patrons must present their access card to District Staff before that patron and their guests (if applicable) may use the pool facility.
5. Patrons under the age of sixteen (16) years old must be accompanied by an Adult at all times.
6. **Guest Policy.** Each Residential or Renter household within the District, or Non-Resident User may bring a maximum of four (4) guests to the pool facility and must have an Adult age eighteen (18) or older present at all times.
7. **Pool Cabana Reservations.** A pool cabana may be reserved for a maximum of twenty (20) patrons, including guests. A list of patrons, including guests, must be provided to the District prior to the reservation. All guests must check in with District Staff prior to entering the pool facility. The patron reserving the cabana is responsible for all cleanup related to the reservation.
8. **Proper Swim Attire and Hygiene.** Bathing suits or other such proper swimming attire must be worn by all persons, including children, while using the pool facilities. Swim diapers and/or rubber briefs must be worn by diaper-wearing children. All patrons must shower before entering the pool.
9. **Prohibited Behavior and Prohibited Items.** No running, diving, roughhousing or "chicken" fighting is allowed. No bicycles, rollerblades or in-line skates, wheeled shoes, skateboards, scooters, boogie boards, skim boards, balls, or any other unapproved toys are permitted.
10. **Pool Toy and Flotation Device Policy.** No flotation devices are allowed in the pool facility except for water wings and swim rings used by small children, or other such flotation devices approved by the United States Coast Guard for the purposes of swimming assistance.
11. **No Smoking Policy.** All District facilities shall be smoke free. No tobacco products shall be used, including but not limited to cigarettes, cigars, e-cigarettes, and vaping products.
12. **Food and Alcohol Policy.** No food or drinks are allowed within ten feet (10') of the pool edges. No alcoholic beverages, glass containers, nor grilling are permitted at any District facility.
13. **Electronic Device Policy.** Patrons desiring to listen to music, watch television, or play games on personal electronic devices must use headphones. No speakers are permitted.

14. Pool furniture shall not be removed from the pool deck area or placed into the swimming pool. The use of removable shade covers (i.e. pop up tents etc.) is not permitted.
15. **Closure of the Pool Facility.** District Staff may need to temporarily close the pool from time to time for routine maintenance, or for time period as required by law when a contamination event involving defecation, vomit, or blood-borne pathogens, has occurred. Parents are responsible for ensuring that their children do not urinate or defecate in the pool. Parents of the child responsible for the contamination may be assessed a maintenance fee for any clean up or other fees incurred as a result of the contamination.
16. **Lightning Policy.** Patrons must vacate the pool facility at the first sound of thunder. Patrons may return to the pool 30 minutes after the last sight of lightning or sound of thunder observed by District Staff. Failure to vacate when requested District Staff will result in a loss of suspension of pool privileges for a reasonable period of time to be determined by District Staff.
17. No animals are allowed at the pool facility except for service animals, which may be brought onto the pool deck.
18. **Lost Personal Property.** Belongings left in the pool facility after dusk shall be placed in the Lost & Found at the District clubhouse for a period of 30 days. If the item(s) are not claimed, they will be discarded. The District shall not be responsible for lost or stolen items at any District facility.
19. **Suspension of Pool Privileges.** Any patron(s) who violate these policies or display or disrespectful behavior may be asked to leave the pool facility by District Staff. All patrons are expected to treat all District Staff and other patrons with respect. Failure to comply with these policies, including failure to abide by instructions of District Staff, will result in the suspension of pool use by offender(s) in accordance with the District. Certain violations may warrant a suspension longer than seven (7) days and shall be determined by the Board of Supervisors in accordance with the District Amenity Guidelines.

## **XII. Clubhouse Use Policies**

1. The clubhouse contains common social areas that are open for the use of Patrons. These areas may have programs scheduled by the District or private events reserved by Patrons during specific times of business operating hours.
2. All areas are open for Patron use unless a District program or event, or a Patron's private rental event is taking place.
3. Private rental events require completion and submission of a rental agreement, a security deposit and a specified rental fee to District Staff.
4. Patrons under the age of 18 must be accompanied by an Adult at all times.
5. Only specified areas are available for private rental events.
6. Profanity is prohibited at the clubhouse and all Amenity Facilities.
7. All Patrons responsible for cleaning up after themselves. Residents, Non-Resident Users, and Renters are also responsible for ensuring their Guests abide by these Amenity Facility policies.
8. Food and beverages may only be consumed by Patrons in designated areas.
9. Proper attire including shirt and shoes is required by all Patrons. No wet feet or clothing, including swimwear, are permitted in the clubhouse.

### **XIII. Playground and Tot Lot Use Policy**

The District provides a Tot Lot and playground area for Patrons to enjoy with their children. Tot Lot equipment for children ages two (2) to five (5) years old and other playground equipment for children ages five (5) to twelve (12) years old.

1. Patrons use the playground and Tot Lot at their own risk.
2. For the safety of all children and adults, only children two (2) through twelve (12) years of age may use the playground equipment.
3. All Patrons are responsible for the behavior of their children. All Patrons should use appropriate and courteous language at all times.
4. Adult supervision is required for children under age eighteen (18) using the playground. Children must remain in the sight of parents/guardians while using the playground.
5. Proper clothing and footwear is required. No loose clothing, especially with strings, should be worn.
6. The mulch material is necessary for reducing fall impact and for good drainage. Mulch should not be picked up, thrown, or kicked for any reason by any Patron.
7. Prohibited Items. The following items, including but not limited to food, drinks or gum, pets of any kind (with the exception of service animals), sticks, wooden or metal bats, ropes, roller skates, roller blades or skateboards, and hard balls such as baseballs and golf balls are prohibited at the playground area and Tot Lot.
8. Playground equipment is intended for use of all Patrons' children. Patrons and children should take turns and share the equipment.
9. All children are expected to play cooperatively with other children.
10. No Patron should jump off from any high climbing bars or platforms.
11. Improper use of the equipment by Patrons will not be tolerated. Equipment is to be used for its intended or traditional use only, including common and reasonable methods when going up ladders and down slides.
12. Patrons should notify District Staff of any malfunctioning playground equipment and in the event of an injury.
13. All other general Amenity Facility Policies apply.

### **XIV. Tennis and Pickleball Courts Use Policy**

As part of the Amenity Facilities, two (2) tennis courts are available for informal Patron use. Patrons using the tennis courts are expected to follow and abide by these Amenity Facility Policies and the guidelines for proper court use as described below:

1. Patrons may only use the tennis courts during the Hours of Operation (see above).
2. Patrons should only use the tennis courts for their intended use: for tennis matches or pickleball games.
3. Patrons may use the tennis courts on a first come, first serve basis only. There are no reservations of the tennis courts, with the exception of any District-sponsored program or event.
4. If other Patrons are waiting to use the tennis courts, the maximum use time may not exceed one (1) hour.
5. The Tennis courts may be used by Adult Patrons. Patrons that are not Adults must be accompanied by an Adult to use the tennis courts.

6. Patrons should abide by the rules for tennis as established by the United States Tennis Association and if playing pickleball, the rules established by the United States of America Pickleball Association.
7. Patrons must wear proper clothing while using the tennis courts, including but not limited to shirts, tennis shoes, shorts or skirts, or other similar athletic apparel. Hard or black soled shoes are prohibited from being worn while using the tennis courts.
8. Food, gum, alcohol, and tobacco products are prohibited on the tennis courts.
9. Patrons may bring non-alcoholic drinks to the tennis courts in a non-breakable spill-proof container.
10. Patrons should treat one another with respect and courtesy while using the tennis courts. Profanity, fighting and other disruptive behavior will not be tolerated.
11. No furniture is to be brought into the tennis courts.

## **XV. Batting Cages Use Policy**

1. The District's batting cages are for the use of Residents, Renters, Non-Resident Users, their Families, and their Guests. Each Family may bring a maximum of three (3) guests to the batting cages.
2. As for all Amenity Facilities, Patron use of the batting cages is at their own risk. The District shall not be responsible for any personal injury, accident, property damage, lost or stolen property, or equipment damage at or around the batting cages.
3. Patrons should use caution when moving in and around the batting cage area.
4. Patron use of the batting cages is on a first come, first serve basis and is intended for informal use. If other Patrons are waiting to use the batting cages, Patrons shall be limited to a maximum of thirty (30) minutes at one time, then may wait in line for an additional thirty (30) minute time.
5. The Batting Cages are available for private rental for a maximum time of two (2) hours per rental period by submitting a written request to the Amenity Manager.
6. To use the batting cages, Patrons that are not Adults must be accompanied by an Adult who must remain present at all times. Adult Patrons will be responsible for the actions and behavior of non-Adult Patrons.
7. Patrons must enter and exit the batting cages from the tennis courts and should make every reasonable effort not to disturb an ongoing tennis match or pickleball game.
8. Only two Patrons shall be permitted in each batting cage at a time (one pitcher and one batter). While inside the batting cage, these Patrons must ensure that the fence gate remains closed.
9. Patrons assuming the role of the pitcher throwing the ball to the batter shall use a protective screen at all times.
10. Baseballs or softballs are to be hit only inside the cages in the intended direction and in accordance with the intended traditional use of batting cages. No baseballs or softballs should be hit into the chain link fence in a pepper-style movement.
11. No private lessons shall be permitted at the batting cages, with the exception of any District-sponsored or licensed activity.
12. No food, drink, alcohol, nor any type of tobacco product shall be permitted inside the batting cages. Patrons must clean up the batting cages upon exit, being sure to check for litter and trash prior to leaving the area.

## **XVI. Forms and Waivers**

### **1. New Resident and Member Information Form and Waiver**

An information form is kept on file for all Residents, Non-Resident Users and Renters. This allows District Staff to maintain current information on those Patrons who are eligible to use the Amenity Facilities.

### **2. Private Event Rental Agreement**

Patrons who would like to rent the Clubhouse for a Private Event must execute a Private Event Rental Agreement, pay approved fees and a security deposit, and submit to District Staff prior to the event.

### **3. Guest Registration**

Residents, Non-Resident Users and Renters bringing guests to the Amenity Facilities must bring the Guest to the clubhouse to complete a Guest Registration Form prior to using the Amenity Facilities.

## **XVII. Suspension of Amenity Facility Privileges Policy**

### **1. Policy Enforcement**

- a. District Staff must protect the safety and welfare of all Patrons, so inappropriate, violent, or destructive behavior by any Patron in violation of these Amenity Facility Policies will not be tolerated. All Patrons are responsible for compliance with the Amenity Facility Policies as described in this document at all Amenity Facilities, as applicable. For severe violation(s) or any Patron continuing to violate these Amenity Facility Policies, Patron(s) may have their Amenity Facility privileges suspended and/or revoked. District Staff reserves the right to ask Patrons to leave the Amenity Facilities and to suspend their privileges and/or Access Cards for a reasonable period of time at the discretion of District Staff. If necessary, District Staff may contact the local law enforcement agency and have violators trespassed permanently from any District property, including the Amenity Facilities.
- b. Depending on the severity of the violation, the Patron(s) may be asked to leave the facilities until a suspension is determined by District Staff and/or the Board, if a severe or repeat violation. If a minor is involved in a violation, an Adult parent or guardian will be contacted and a written warning may be issued. Documentation of incidences will be kept on file.
- c. Any appeals will need to be made in writing to the District's Board of Supervisors. Appeals will be reviewed at the next regularly scheduled District Board of Supervisors meeting from the date the appeal was received.

## 2. Suspension Procedure

- a. **Warnings:** District Staff will notify the Patron(s) of the violation and request that they cease the behavior immediately. If the Patron(s) continue(s) the behavior, the offending Patron(s) will be asked to leave the Amenity Facilities.
- b. **Suspensions:** All suspensions will be treated on a case by case basis. Consequences and decision outcomes will be determined by the management. While suspended the Amenity Facilities, Access Cards for Residents, Non-Resident Users and Renters will be deactivated.
  - i. District Staff may issue a suspension of privileges from District property resulting from Amenity Facility Policy violations for a period of one (1) to sixty (60) days, based upon the severity of the violation.
  - ii. To suspend a Patron's Amenity Facility privileges for a period of time greater than sixty (60) days, District Staff shall notify the Board of the violation(s) at the next meeting of the Board. The Board shall then determine the length of time of the suspension. The Patron facing suspension may appear at the Board meeting to contest the suspension.



**EXHIBIT 9.**

**STATEMENT 1  
PANTHER TRACE II CDD  
PROPOSED BUDGET FY 2020  
GENERAL FUND (O&M)**

	<b>FY 2015 ACTUAL</b>	<b>FY 2016 ACTUAL</b>	<b>FY 2017 ACTUAL</b>	<b>FY 2018 ACTUAL</b>	<b>FY 2019 ADOPTED</b>	<b>FY 2019 YTD - MAR</b>	<b>FY 2020 PROPOSED</b>	<b>2019-2020 VARIANCE</b>
<b>REVENUE</b>								
ASSESSMENTS - ON ROLL (Reflected net for FY 2017)	782,460	801,379	865,503	866,050	907,430	888,099	907,430	0
ASSESSMENTS - DEVELOPER	-	-	-	-	-	-	-	-
INTEREST REVENUE	1,390	1,799	4,200	3,957	300	8,810	300	-
RENTAL INCOME	11,856	8,045	9,497	6,362	3,000	1,168	3,000	-
MISCELLANEOUS REVENUE (Rentals, Access Keys )	798	918	1,442	3,012	-	110	-	-
FUND BALANCE FORWARD (RESERVE CONTRIBUTIONS)	-	-	-	-	36,550	-	100,000	63,450
DEVELOPER CONTRIBUTION	130,000	-	-	-	-	-	-	-
DISCOUNT (4%)	-	-	-	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>926,503</b>	<b>812,141</b>	<b>880,642</b>	<b>879,381</b>	<b>947,280</b>	<b>898,187</b>	<b>1,010,730</b>	<b>63,450</b>
<b>EXPENDITURES</b>								
<b>ADMINISTRATIVE:</b>								
BOARD OF SUPERVISORS PAYROLL	11,400	10,256	9,865	9,199	12,000	4,539	12,000	-
PAYROLL TAXES	1,248	3,386	741	710	918	291	918	-
PAYROLL SERVICES FEE	642	1,301	485	-	1,300	802	650	(650)
TRAVEL PER DIEM	-	-	-	-	250	-	250	-
MANAGEMENT CONSULTING SERVICES	48,000	48,000	48,000	48,000	48,000	24,000	48,000	-
OFFICE SUPPLIES	8	150	241	594	150	208	500	350
BANK FEES	15	30	181	259	200	118	200	-
MISCELLANEOUS (Postage and copies)	705	705	-	-	-	-	-	-
MASS MAILING	-	1,073	-	1,109	2,000	-	2,000	-
AUDITING	3,000	4,615	3,715	3,865	4,200	3,200	3,250	(950)
REGULATORY AND PERMIT FEES	175	175	175	175	175	175	175	-
LEGAL ADVERTISEMENTS	277	1,246	1,296	1,825	1,000	-	1,000	-
ENGINEERING SERVICES	2,267	3,158	1,582	2,645	6,000	3,000	6,000	-
LEGAL SERVICES	6,744	20,628	12,537	8,595	20,000	14,888	20,000	-
SALES TAX	-	-	-	-	-	-	-	-
PROPERTY TAX	-	205	-	-	-	-	-	-
WEBSITE HOSTING	54	141	159	315	960	480	2,265	1,305
<b>TOTAL ADMINISTRATIVE</b>	<b>74,535</b>	<b>95,069</b>	<b>78,977</b>	<b>77,291</b>	<b>97,153</b>	<b>51,701</b>	<b>97,208</b>	<b>55</b>
<b>INSURANCE</b>								
INSURANCE (GENERAL LIABILITY)	12,972	10,738	10,963	11,616	12,778	16,068	17,675	4,897
<b>TOTAL INSURANCE</b>	<b>12,972</b>	<b>10,738</b>	<b>10,963</b>	<b>11,616</b>	<b>12,778</b>	<b>16,068</b>	<b>17,675</b>	<b>4,897</b>
<b>DEBT SERVICE ADMINISTRATION</b>								
DISSEMINATION AGENT - BONDS	2,000	1,000	1,000	1,000	2,000	1,000	2,000	-
ARBITRAGE REBATE	650	650	650	650	650	650	650	-
TRUSTEE FEES	-	5,084	5,084	5,084	5,592	5,592	5,592	-
<b>TOTAL DEBT SERVICE ADMINISTRATION</b>	<b>2,650</b>	<b>6,734</b>	<b>6,734</b>	<b>6,734</b>	<b>8,242</b>	<b>7,242</b>	<b>8,242</b>	<b>-</b>
<b>SECURITY:</b>								
SECURITY SYSTEM - CONTRACT (Envera)	5,880	5,880	6,048	6,168	6,168	4,626	6,168	-
SECURITY MONITORING - EMG	-	-	401	394	440	268	440	-
SECURITY SYSTEM - CONTRACT	3,460	865	-	-	-	-	-	-
SECURITY PATROL - Private (CBM)	32,351	30,755	31,167	22,814	34,200	10,415	34,200	-
SECURITY SYSTEM - MAINTENANCE & IMPROVE.	1,542	1,256	785	6,568	1,200	280	1,200	-
<b>TOTAL SECURITY</b>	<b>43,232</b>	<b>38,756</b>	<b>38,401</b>	<b>35,944</b>	<b>42,008</b>	<b>15,589</b>	<b>42,008</b>	<b>-</b>
<b>PHYSICAL ENVIRONMENT EXPENSES:</b>								
ELECTRICITY	170,118	165,712	149,564	183,249	168,000	71,163	171,150	3,150
STREETLIGHTING LEASE	20,622	20,575	24,001	24,382	25,000	11,206	25,000	-
WATER	12,454	20,558	17,868	23,431	15,000	4,194	15,000	-
<b>SOLID WASTE DISPOSAL</b>	<b>579</b>	<b>1,093</b>	<b>1,394</b>	<b>1,472</b>	<b>1,750</b>	<b>857</b>	<b>1,750</b>	<b>-</b>
PET WASTE REMOVAL	-	-	-	3,660	12,480	3,120	7,020	(5,460)
<b>PEST CONTROL</b>	<b>361</b>	<b>375</b>	<b>390</b>	<b>406</b>	<b>400</b>	<b>209</b>	<b>420</b>	<b>20</b>
COMMUNICATIONS (Tel, Internet, Tech, Etc.)	2,112	2,046	2,033	2,227	2,280	1,177	2,376	96
FACILITY MAINTENANCE ( lighting, etc)	230	-	-	2,450	3,000	-	3,000	-
WATERWAY MANAGEMENT PROGRAM - CONTRACT	19,020	19,020	19,020	19,020	19,020	7,925	19,020	-
WATERWAY MANAGEMENT PROGRAM - OTHER	-	10,905	3,894	9,249	2,000	-	2,000	-
ENTRY & WALLS MAINTENANCE	-	708	525	325	1,200	-	1,200	-
LANDSCAPE MAINTENANCE - CONTRACT	147,084	147,084	147,084	153,177	201,381	119,048	220,212	18,831
LANDSCAPE MAINTENANCE - OTHER	3,346	-	8,195	9,115	47,920	47,437	47,740	(180)
IRRIGATION MAINTENANCE	591	8,316	10,218	25,228	2,000	6,418	3,600	1,600
IRRIGATION COMPLIANCE REPORTING	-	-	-	675	2,700	1,350	2,700	-
DECORATIVE LIGHTS & MAINTENANCE	3,800	4,595	4,463	4,478	7,500	5,230	7,500	-
SIGNAGE REPAIRS	-	742	677	-	1,200	275	1,200	-
CAPITAL RESERVES - WELL PUMPS	-	-	10,080	-	-	-	-	-
FIELD MISCELLANEOUS	3,637	190	-	8,580	2,500	2,350	2,500	-
<b>TOTAL PHYSICAL ENVIRONMENT</b>	<b>383,954</b>	<b>401,919</b>	<b>399,406</b>	<b>471,124</b>	<b>515,331</b>	<b>281,959</b>	<b>533,388</b>	<b>18,057</b>
<b>CLUBHOUSE &amp; AMENITY ADMINISTRATION:</b>								
AMENITY MANAGEMENT	45,192	43,134	42,481	44,940	46,000	20,410	46,000	-

**STATEMENT 1  
PANTHER TRACE II CDD  
PROPOSED BUDGET FY 2020  
GENERAL FUND (O&M)**

	<b>FY 2015 ACTUAL</b>	<b>FY 2016 ACTUAL</b>	<b>FY 2017 ACTUAL</b>	<b>FY 2018 ACTUAL</b>	<b>FY 2019 ADOPTED</b>	<b>FY 2019 YTD - MAR</b>	<b>FY 2020 PROPOSED</b>	<b>2019-2020 VARIANCE</b>
AMENITY MANAGEMENT - (cell phone & reimb expenses)	792	650	600	600	600	300	600	-
AMENITY MAINTENANCE & IMPROVEMENTS	-	-	-	535	1,500	1,831	1,500	-
AMENITY EMPLOYEE FICA TAXES	-	-	3,184	3,441	-	2,398	3,519	3,519
AMENITY EMPLOYEE PAYROLL SERVICES FEE	-	-	-	1,510	-	-	1,300	1,300
CLUBHOUSE FACILITY MAINTENANCE (Cleaning )	3,900	3,900	4,265	4,790	3,900	2,804	4,500	600
CLUBHOUSE FACILITY MAINTENANCE - Other	9,446	6,780	12,244	4,602	12,000	9,600	12,000	-
POOL MAINTENANCE - Contract	24,710	22,900	19,925	19,500	23,900	9,600	23,900	-
POOL PERMITS	425	425	425	425	425	-	425	-
POOL MAINTENANCE & MONITORING	8,464	10,128	8,450	3,804	9,500	1,652	9,500	-
CLUBHOUSE MISCELLANEOUS SUPPLIES	1,467	1,334	1,265	939	3,000	388	3,000	-
SPECIAL EVENTS	915	1,531	2,857	1,356	10,000	1,105	10,000	-
PLAYGROUND MAINTENANCE	-	-	-	-	3,000	111	3,000	-
<b>CAPITAL OUTLAY ALLOWANCE</b>	<b>43,442</b>	<b>13,175</b>	<b>56,674</b>	<b>319,650</b>	<b>79,893</b>	<b>-</b>	<b>151,165</b>	<b>71,272</b>
RESERVES CAPITAL - POOL&TENNIS COURT RESURFACE	-	-	122,033	-	-	-	-	-
RESERVE CAPITAL - POOL FURNITURE	-	-	-	-	20,160	-	-	(20,160)
RESERVE CAPITAL - INTERIOR RENOVATIONS	-	-	-	-	16,390	-	-	(16,390)
<b>CLUBHOUSE &amp; AMENITY TOTAL</b>	<b>138,753</b>	<b>103,957</b>	<b>274,403</b>	<b>406,092</b>	<b>230,268</b>	<b>50,200</b>	<b>270,409</b>	<b>40,141</b>
<b>BUDGETED INCREASE FUND BALANCE-CAPITAL RES.</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,901</b>	<b>41,500</b>	<b>-</b>	<b>41,800</b>	<b>300</b>
<b>TOTAL EXPENDITURES</b>	<b>656,096</b>	<b>657,173</b>	<b>808,884</b>	<b>1,011,702</b>	<b>947,280</b>	<b>422,759</b>	<b>1,010,730</b>	<b>63,450</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>270,400</b>	<b>154,968</b>	<b>71,758</b>	<b>(132,320)</b>	<b>-</b>	<b>475,428</b>	<b>0</b>	<b>0</b>
<b>OTHER FINANCING SOURCES AND USES</b>								
Transfer In	130,000	-	-	-	-	-	-	-
Transfer Out	-	-	-	-	-	-	-	-
<b>Total Other Sources</b>	<b>130,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Change in Fund Balance</b>	<b>270,409</b>	<b>154,968</b>	<b>71,758</b>	<b>(132,320)</b>	<b>-</b>	<b>475,428</b>	<b>0</b>	<b>-</b>
FUND BALANCE - BEGINNING (Trued up to FY 2018 audit)	274,338	544,747	699,715	771,473	639,153	639,153	680,653	-
DECREASE IN FUND BALANCE	-	-	-	-	-	-	-	-
INCREASE IN FUND BALANCE	-	-	-	-	41,500	-	41,800	-
<b>FUND BALANCE - ENDING</b>	<b>544,747</b>	<b>699,715</b>	<b>771,473</b>	<b>639,153</b>	<b>680,653</b>	<b>1,114,581</b>	<b>722,453</b>	<b>-</b>
<b>FUND BALANCE APPROPRIATION</b>								

Allowable Expenditures Under Reserve Study	One Quarter Operating Capital	252,683
Pool Water Features - \$20,813	FY 2016 Reserve for Renewal & Replacement	145,600
Playground - \$41,626	FY 2017 Reserve for Renewal & Replacement	40,900
	FY 2018 Reserve for Renewal & Replacement	41,200
	FY 2019 Reserve for Renewal & Replacement	41,500
	FY 2020 Reserve for Renewal & Replacement	41,800
	Reserves - Pool Replacement	(100,000)
	Reserves - Well Pumps	(10,080)
	Reserve - Pool Furniture	(20,160)
	Reserve - Interior Renovations	(16,390)
	Unassigned	305,401
	Total Fund Balance	<u>722,453</u>

**STATEMENT 2**  
**PANTHER TRACE II CDD**  
**PROPOSED BUDGET FY 2020**  
**GENERAL FUND (O&M) ASSESSMENT ALLOCATION**

**1. ERU Methodology**

Lot Type	Units	ERU / Unit	Total ERU
Villas 33.5'	110	0.75	82.50
Single Family 40'	318	1.00	318.00
Single Family 50'	199	1.25	248.75
Single Family 60'	173	1.50	259.50
Single Family 70'	129	1.75	225.75
Single Family 85'	190	2.13	404.70
<b>Total</b>	<b>1119</b>		<b>1539.20</b>

**2. FY 2019 O&M Assessment Requirement ("AR")**

Expenditures	Amount
GENERAL ADMINISTRATIVE LESS CTY CHARGES:	\$ 97,208
INSURANCE:	17,675
DEBT SERVICE ADMINISTRATION	8,242
SECURITY	42,008
PHYSICAL ENVIRONMENT EXPENSES	533,388
CLUBHOUSE & AMENITY ADMINISTRATION:	270,409
NET FUND BALANCE CHANGE	(58,200)
CAPITAL OUTLAY	-
INCREASE IN MISCELLANEOUS REVENUES	(3,300)
<b>Subtotal (Net)</b>	<b>907,430</b>
Early Payment Discount (4.0%)	38,614
County Charges (2.0%)	19,307
<b>Total (Gross)</b>	<b>\$ 965,350</b>

Total ERU	1,539.2	ERU = EQUIVALENT RESIDENTIAL UNITS
Total AR / ERU - GROSS	\$ 627.18	AR = ASSESSMENT REQUIREMENT
Total AR / ERU - NET	\$ 589.55	

**2. FY 2020 Allocation of O&M Assessment (Difference Due to Rounding)**

Lot	ERU / Unit	Gross AR / ERU	Gross Assmt / Unit	Units	Total Gross Assmts
Villas 33.5'	0.75	\$ 627.18	\$ 470.39	110	\$ 51,742.35
Single Family 40'	1.00	\$ 627.18	\$ 627.18	318	\$ 199,443.24
Single Family 50'	1.25	\$ 627.18	\$ 783.98	199	\$ 156,011.02
Single Family 60'	1.50	\$ 627.18	\$ 940.77	173	\$ 162,753.21
Single Family 70'	1.75	\$ 627.18	\$ 1,097.57	129	\$ 141,585.88
Single Family 85'	2.13	\$ 627.18	\$ 1,335.89	190	\$ 253,819.74
<b>Total</b>				<b>1119</b>	<b>\$ 965,355.44</b>

**3. Prior Year O&M Assessment (Difference Due to Rounding)**

Lot	ERU / Unit	Gross AR / ERU	Gross Assmt / Unit	Units (a)	Total Gross Assmts
Villas 33.5'	0.75	\$ 627.18	\$ 470.39	110	\$ 51,742.35
Single Family 40'	1.00	\$ 627.18	\$ 627.18	318	\$ 199,443.24
Single Family 50'	1.25	\$ 627.18	\$ 783.98	199	\$ 156,011.02
Single Family 60'	1.50	\$ 627.18	\$ 940.77	173	\$ 162,753.21
Single Family 70'	1.75	\$ 627.18	\$ 1,097.57	129	\$ 141,585.88
Single Family 85'	2.13	\$ 627.18	\$ 1,335.89	190	\$ 253,819.44
<b>Total FY 2015</b>				<b>1119</b>	<b>\$ 965,355.14</b>

**3. Net Change CY minus Prior Year O&M Assessment**

Lot	ERU / Unit	Gross AR / ERU	Gross Assmt / Unit	Units	Total Gross Assmts
Villas 33.5'	0.00	\$ -	\$ -	0	\$ -
Single Family 40'	0.00	\$ -	\$ -	0	\$ -
Single Family 50'	0.00	\$ -	\$ -	0	\$ -
Single Family 60'	0.00	\$ -	\$ -	0	\$ -
Single Family 70'	0.00	\$ -	\$ -	0	\$ -
Single Family 85'	0.00	\$ -	\$ -	0	\$ -
<b>Total Net Change</b>				<b>0</b>	<b>\$ -</b>

Gross AR/ERU represents a weighted average

Proposed Change

0.00%

**PANTHER TRACE II CDD  
CONTRACTS AND EXPENDITURES SUMMARY  
STATEMENT 3**

FINANCIAL STATEMENT CATEGORY	VENDOR	SERVICE PROVIDED	ANNUAL	COMMENTS/SCOPE OF SERVICE
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**EXPENDITURES**

**GENERAL ADMINISTRATIVE:**

BOARD OF SUPEVISORS PAYROLL	BOARD OF SUPERVISORS	LEGISLATIVE	\$ 12,000.00	PER MEETING. 5 BOARD MEMBERS @ \$200 EACH
PAYROLL TAXES	DISTRICT	FICA & WITHHOLDINGS	\$ 918.00	7.65% OF BOS PAYROLL
PAYROLL SERVICE FEE	INNOVATION	PAYROLL PROCESSING	\$ 650.00	APPROXIMATELY \$50 PER PAYROLL AND \$50 YEAR END PROCESSING
TRAVEL PER DEIM	MISC	TRAVEL	\$ 250.00	ESTIMATED; VARIABLE/DISCRETIONARY
MANAGEMENT CONSULTING SERVICES	DPFG	DISTRICT MANAGEMENT CONSULTING SERVICES	\$ 48,000.00	AGREEMENT 1
OFFICE SUPPLIES	MISC	VARIOUS	\$ 500.00	ESTIMATED; VARIABLE/DISCRETIONARY
BANK FEES	BANK UNITED	BANKING - NEW ACCOUNT	\$ 200.00	ESTIMATED; NO MAINTENANCE FEES - COST TO ORDER CHECK, DEPOSIT STAMP, DEPOSIT TICKETS AND SPECIAL SERVICES.
MISCELLANEOUS (POSTAGE & COPIES)	MISC	MISC	\$ -	ESTIMATED; VARIABLE/DISCRETIONARY
MASS MAILING	DPFG	MAILING NOTICE TO RESIDENTS	\$ 2,000.00	ESTIMATED; VARIABLE
AUDITING	DMHB	ANNUAL AUDIT	\$ 3,250.00	FY 2019 Audit
REGULATORY AND PERMIT FEES	FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITIES	SPECIAL DISTRICT ANNUAL FILING FEE	\$ 175.00	FIXED BY STATUTE
LEGAL ADVERTISEMENTS	TAMPA BAY TIMES	PROVIDE PUBLIC NOTICE	\$ 1,000.00	ESTIMATED NON-CONTRACTUAL AGREEMENT. AMOUNT VARIES (3X PUBLIC HEARINGS, 1X YEARLY MEETING SCHEDULE)

**PANTHER TRACE II CDD  
CONTRACTS AND EXPENDITURES SUMMARY  
STATEMENT 3**

FINANCIAL STATEMENT CATEGORY	VENDOR	SERVICE PROVIDED	ANNUAL	COMMENTS/SCOPE OF SERVICE
ENGINEERING SERVICES	STANTEC CONSULTING (FORMERLY WILSON MILLER)	DISTRICT ENGINEER	\$ 6,000.00	ESTIMATED; VARIABLE/DISCRETIONARY; SEE STANTEC AGREEMENT
LEGAL SERVICES	STRALEY & ROBIN	DISTRICT COUNSEL	\$ 20,000.00	ESTIMATED; VARIABLE/DISCRETIONARY
SALES TAX	FLA. DEPT. OF REVENUE	SALES AND USE TAX	\$ -	ESTIMATED; DEPENDS ON MISCELLANEOUS REVENUE (7% OF REVENUE)
PROPERTY TAX			\$ -	LEASE EXPIRED
WEBSITE HOSTING	CAMPUS SUITE	WEBSITE ADMINISTRATION	\$ 2,265.00	CAMPUS SUITE - \$1,515 FOR WEBSITE COMPLIANCE & REMEDIATION OF 750 DOCUMENTS AS WELL AS DPGF REMEDIATION MITIGATION OF \$500. ADDITIONAL \$250 FOR ANY UNKNOWN REMEDIATION OF DOCUMENTS

**INSURANCE:**

INSURANCE (Public Officials)	EGIS INSURANCE	DISTRICT INSURANCE (Public Officials)	\$ -	
INSURANCE (POL, Liability, Property & Casualty)	EGIS INSURANCE	DISTRICT INSURANCE (GENERAL LIABILITY)	\$ 17,675.00	CONFIRMED WITH AGENT

**DEBT SERVICE ADMINISTRATION:**

DISSEMINATING AGENT - BONDS	PRAGER SEALY	DISSEMINATION OF BOND INFORMATION	\$ 2,000.00	SERIES 2005
ARBITRAGE REBATE	LLS TAX SOLUTIONS	ARBITRAGE REBATE CALCULATION	\$ 650.00	FIXED FOR SERIES 2014
TRUSTEE FEES	US BANK	TRUSTEE	\$ 5,592.00	TRUSTEE FEE

**SECURITY:**

**PANTHER TRACE II CDD  
CONTRACTS AND EXPENDITURES SUMMARY  
STATEMENT 3**

FINANCIAL STATEMENT CATEGORY	VENDOR	SERVICE PROVIDED	ANNUAL	COMMENTS/SCOPE OF SERVICE
SECURITY SYSTEM - CONTRACT (ENVERA)	ENVERA	POOL ALARM MONITORING	\$ 6,168.00	PAYMENTS PAID QUARTERLY IN THE AMOUNT OF \$1,542. YEARLY AUTO RENEWAL. INCREASE IN CONTRACT EFFECTIVE NOV. 2016
SECURITY SYSTEM-CONTRACT (EMP)	ALERT 360	SECURITY SYSTEM	\$ 440.00	APPROXIMATELY \$110 QUARTERLYLY FOR OPEN/CLOSE REPORTS
SECURITY PATROL - PRIVATE	CBM SERVICES	SECURITY PATROL	\$ 34,200.00	RATE FOR SECURITY GUARD IS \$15.50; SECURITY CLUBHOUSE IS \$13.50 PER HOUR
SECURITY SYSTEM -MAINTENANCE & IMPROVEMENT	VARIOUS	MAINTENANCE OF SECURITY SYSTEM	\$ 1,200.00	ESTIMATED, BASED ON NEED
ELECTRICITY	TAMPA ELECTRIC COMPANY (TECO)	GENERAL ELECTRICITY	\$ 171,150.00	ESTIMATED; USAGE VARIES. AVERAGE BILLS ARE \$14,200 MONTHLY & UTILITY BOND OF \$705. REFELCTS SLIGHT INCREASE
STREETLIGHTING LEASE	TAMPA ELECTRIC COMPANY (TECO)	71 LIGHTS & 71 POLES MONTHLY LEASE	\$ 25,000.00	FIXED RATE AT \$2,030 MONTHLY
WATER	HILLSBOROUGH COUNTY (B.O.C.C.)	WATER/SEWER UTILITY	\$ 15,000.00	ESTIMATED; USAGE VARIES,ROUNDED
SOLID WASTE DISPOSAL	REPUBLIC SERVICES	SOLID WASTE DISPOSAL	\$ 1,750.00	\$110 MONTHLY FOR ONE PICKUP PER WEEK. ADDITIONAL \$100 PER ANY NECESSARY PICKUPS. BUDGETED FOR 4. CONTRACT FOR 36 MONTH BEGAN 6/4/14; ENDED 6/4/17
PET WASTE REMOVAL	JAYMAN ENTERPRISE	PET WASTE REMOVAL STATIONS	\$ 7,020.00	BASED ON 104 DAYS OF SERVICE PER YEAR. \$12 PER STATION (10 STATIONS) PER WEEK. AVERAGE BILL IS \$540 MONTHLY. BUDGETED EXTRA \$540 FOR ADDITIONAL PICKUP
PEST CONTROL	HOME TEAM PEST DEFENSE	PEST CONTROL	\$ 420.00	FIXED AT APPROX \$105 PER QUARTER.
COMMUNICATIONS (TEL, INTERNET, TECH, ETC)	VERIZON	PHONE & INTERNET	\$ 2,376.00	ESTIMATED; USAGE VARIES. APPROXIMATELY \$198 MONTHLY
FACILITY MAINTENANCE	VARIOUS	FIELD MAINTENANCE	\$ 3,000.00	ESTIMATED; VARIABLE/DISCRETIONARY
WATERWAY MANAGEMENT PROGRAM - CONTRACT	REMSON AQUATICS	LAKE MAINTENANCE	\$ 19,020.00	FIXED AT \$1,585 MONTHLY

**PANTHER TRACE II CDD  
CONTRACTS AND EXPENDITURES SUMMARY  
STATEMENT 3**

FINANCIAL STATEMENT CATEGORY	VENDOR	SERVICE PROVIDED	ANNUAL	COMMENTS/SCOPE OF SERVICE
WATERWAY MANAGEMENT PROGRAM - OTHER	REMSON AQUATICS	NONROUTINE SERVICES	\$ 2,000.00	MISC POND MAINTENANCE ITEMS
ENTRY & WALLS MAINTENANCE	VARIOUS	ENTRY AND WALL MAINTENANCE	\$ 1,200.00	ESTIMATED; VARIABLE/DISCRETIONARY
LANDSCAPE MAINTENANCE - CONTRACT	LMP	MOWING, DETAILING, FERTILIZATION & PEST CONTROL, IRRIGATION, ANNUALS	\$ 220,212.00	FIXED;MONTHLY SERVICE FOR CORE MAINTENANCE, IRRIGATION INSPECTION, TURF & ORNAMENTAL FERT/CHEM
LANDSCAPE MAINTENANCE - OTHER	LMP	ADDITIONAL SERVICES	\$ 47,740.00	MULCH IS \$27,000 ANNUALLY, ANNUAL PALM TREE PRUNING IS \$14,240. ADDITIONAL REPLACEMENT OF \$6,500. CONTRACT DOES NOT CITE ANNUALS IN EXHIBIT B
IRRIGATION MAINTENANCE	LMP	IRRIGATION REPAIRS	\$ 3,600.00	ESTIMATED AT \$300 MONTHLY
IRRIGATION COMPLIANCE REPORTING	GHS	SWFMWD COMPLIANCE REPORTING	\$ 2,700.00	MONTHLY READINGS ARE \$225
DECORATIVE LIGHT MAINTENANCE	S.F.C.G. CONTRACTING AND CONSTRUCTION	DECORATIVE LIGHT MAINTENANCE	\$ 7,500.00	ESTIMATED
SIGNAGE REPAIRS	VARIOUS	SIGNAGE REPAIRS	\$ 1,200.00	ESTIMATED; VARIABLE/DISCRETIONARY - AMTS IN FY 2014 WERE RELATED TO THE RAISING OF THE ENTRY SIGN
FIELD MISCELLANEOUS	N/A	FIELD SERVICES MISCELLANEOUS	\$ 2,500.00	ESTIMATED; VARIABLE/DISCRETIONARY
AMENITY MANAGEMENT		AMENITY MANAGEMENT	\$ 46,000.00	CLUBHOUSE MANAGER. HOURLY AGE IS \$21 PER HOUR FOR 2,080 HOURS PLUS ADDITIONAL INCENTIVE OF \$2,320
AMENITY MANAGEMENT - (cell phone & reimb expenses)			\$ 600.00	CELL PHONE REIMBURSEMENT
AMENITY MAINTENANCE & IMPROVEMENT	VARIOUS	MAINTENANCE AND IMPROVEMEN	\$ 1,500.00	ESTIMATED, VARIABLE/DISCRETIONARY



PANTHER TRACE II CDD  
CONTRACTS AND EXPENDITURES SUMMARY  
STATEMENT 3

FINANCIAL STATEMENT CATEGORY	VENDOR	SERVICE PROVIDED	ANNUAL	COMMENTS/SCOPE OF SERVICE
AMENITY CENTER EMPLOYEE FICA TAXES	DISTRICT	FICA & WITHHOLDINGS	\$ 3,519.00	
AMENITY CENTER EMPLOYEE PAYROLL SERVICE FEE	INNOVATIVE	PAYROLL PROCESSING	\$ 1,300.00	APPROXIMATELY \$50 PER PAYROLL AND \$50 YEAR END PROCESSING
CLUB FACILITY MAINTENANCE (CLEANING)	VANGUARD	CLUB FACILITY CLEANING	\$ 4,500.00	\$325 PER MONTH. 2X WEEKLY. ADDITIONAL CLEANING OF \$600 BUDGETED
CLUB FACILITY MAINTENANCE -OTHER	VARIOUS	MAINTENANCE	\$ 12,000.00	ESTIMATED, VARIABLE/DISCRETIONARY
POOL MAINTENANCE - CONTRACT	ZEBRA POOL SERVICE	POOL SERVICE FOR 3 TIMES A WEEK	\$ 23,900.00	BASE ON CONTRACT, \$1600 PER MONTH IN OCT.-MAY., \$1,775 FOR JUNE THRU SEPTEMBER. ADDITIONAL \$4,000 FOR EXTRA CHEMICALS, ETC
POOL PERMITS - ANNUAL	HILLSBOROUGH COUNTY PUBLIC HEALTH	ANNUAL POOL PERMITS	\$ 425.00	MAIN POOL (\$275) AND INTERACTIVE WATER FEATURE (\$150) - SEE POOL PERMIT INVOICES
POOL MAINTENANCE - OTHER	VARIOUS	POOL MAINTENANCE	\$ 9,500.00	ESTIMATED. INCLUDES POOL MONITORS.
CLUBHOUSE MISCELLANEOUS SUPPLIES	VARIOUS	MISCELLANEOUS SUPPLIES	\$ 3,000.00	ESTIMATED, VARIABLE/DISCRETIONARY
SPECIAL EVENTS	VARIOUS	VARIOUS	\$ 10,000.00	ESTIMATED, VARIABLE/DISCRETIONARY
PLAYGROUND MAINTENANCE			\$ 3,000.00	ESTIMATED
CAPITAL OUTLAY	VARIOUS		\$ 151,165.00	ESTIMATED
INCREASE IN CAPITAL RESERVES			\$ 41,800.00	
			<b>\$ 1,010,730.00</b>	

**STATEMENT 4  
PANTHER TRACE II CDD  
PROPOSED BUDGET FY 2020  
\$11,775,000 SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2014**

	<b>PROPOSED BUDGET</b>
<b>REVENUE</b>	
SPECIAL ASSESSMENTS - ON-ROLL (GROSS)	\$ 870,858
INTEREST - INVESTMENT	-
MISCELLANEOUS	-
LESS: DISCOUNT ASSESSMENTS	(34,834)
<b>TOTAL REVENUE</b>	<b>836,023</b>
<b>EXPENDITURES</b>	
COUNTY - ASSESSMENT COLLECTION FEES	17,417
INTEREST EXPENSE	
May 1, 2020	182,768
November 1, 2020	177,308
PRINCIPAL RETIREMENT	
May 1, 2020	455,000
<b>TOTAL EXPENDITURES</b>	<b>832,493</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>3,530</b>
FUND BALANCE FORWARD	-
<b>FUND BALANCE - ENDING</b>	<b>\$ 3,530</b>

**On-Roll Gross Debt Service Assessment Table**

<b>CDD Land Use</b>	<b>ERU</b>	<b>Units (a)</b>	<b>Total ERU</b>	<b>% ERU</b>	<b>Total Assmnt</b>	<b>GROSS Assmt/Unit</b>
Villas 33.5'	0.75	110	82.50	5.36%	\$ 46,677	\$ 424
Single Family 40'	1.00	318	318.00	20.66%	\$ 179,920	\$ 566
Single Family 50'	1.25	199	248.75	16.16%	\$ 140,739	\$ 707
Single Family 60'	1.50	173	259.50	16.86%	\$ 146,821	\$ 849
Single Family 70'	1.75	129	225.75	14.67%	\$ 127,726	\$ 990
Single Family 85'	2.13	190	404.70	26.29%	\$ 228,974	\$ 1,205
<b>Total</b>		<b>1119</b>	<b>1539.20</b>	<b>100%</b>	<b>\$ 870,858</b>	

<b>maximum annual debt service</b>	<b>818,606</b>	refer to STMT 5
<b>Gross Assessment Amount (On Roll)</b>	<b>\$ 870,858</b>	by 6%
Net Assessment Amount to pay debt service (Collected from Tax collector)	\$ 818,606	minimum
Gross Assessment Amount/ERU	\$ 565.79	

**STATEMENT 5**  
**PANTHER TRACE II CDD**  
**\$11,775,000 SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2014**  
**DEBT SERVICE REQUIREMENT**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bonds Outstanding
11/1/2016						10,965,000
5/1/2017	430,000	1.200%	193,318	623,318		10,535,000
11/1/2017			190,738	190,738	814,056	10,535,000
5/1/2018	440,000	1.600%	190,738	630,738		10,095,000
11/1/2018			187,218	187,218	817,956	10,095,000
5/1/2019	445,000	2.000%	187,218	632,218		9,650,000
11/1/2019			182,768	182,768	814,986	9,650,000
5/1/2020	455,000	2.400%	182,768	637,768		9,195,000
11/1/2020			177,308	177,308	815,076	9,195,000
5/1/2021	470,000	2.750%	177,308	647,308		8,725,000
11/1/2021			170,846	170,846	818,154	8,725,000
5/1/2022	480,000	3.125%	170,846	650,846		8,245,000
11/1/2022			163,346	163,346	814,191	8,245,000
5/1/2023	500,000	3.400%	163,346	663,346		7,745,000
11/1/2023			154,846	154,846	818,191	7,745,000
5/1/2024	515,000	3.500%	154,846	669,846		7,230,000
11/1/2024			145,833	145,833	815,679	7,230,000
5/1/2025	535,000	3.600%	145,833	680,833		6,695,000
11/1/2025			136,203	136,203	817,036	6,695,000
5/1/2026	555,000	4.000%	136,203	691,203		6,140,000
11/1/2026			125,103	125,103	816,306	6,140,000
5/1/2027	580,000	4.000%	125,103	705,103		5,560,000
11/1/2027			113,503	113,503	818,606	5,560,000
5/1/2028	600,000	4.000%	113,503	713,503		4,960,000
11/1/2028			101,503	101,503	815,006	4,960,000
5/1/2029	625,000	4.000%	101,503	726,503		4,335,000
11/1/2029			89,003	89,003	815,506	4,335,000
5/1/2030	650,000	4.000%	89,003	739,003		3,685,000
11/1/2030			76,003	76,003	815,006	3,685,000
5/1/2031	680,000	4.125%	76,003	756,003		3,005,000
11/1/2031			61,978	61,978	817,981	3,005,000
5/1/2032	705,000	4.125%	61,978	766,978		2,300,000
11/1/2032			47,438	47,438	814,416	2,300,000
5/1/2033	735,000	4.125%	47,438	782,438		1,565,000
11/1/2033			32,278	32,278	814,716	1,565,000
5/1/2034	765,000	4.125%	32,278	797,278		800,000
11/1/2034			16,500	16,500	813,778	800,000
5/1/2035	800,000	4.125%	16,500	816,500		-
11/1/2035					816,500	-
<b>Total</b>	<b>\$ 10,965,000</b>		<b>\$ 4,538,148</b>	<b>\$ 15,503,148</b>	<b>\$ 15,503,148</b>	

max. annual debt service: 818,606

**Footnote:**

(a) Data herein for budgetary purposes only.

**EXHIBIT 10.**

## **RESOLUTION 2019-06**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE PANTHER TRACE II COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2019, submitted to the Board of Supervisors (the “**Board**”) a proposed budget for the next ensuing budget year (the “**Proposed Budget**”), along with an explanatory and complete financial plan for each fund of the Panther Trace II Community Development District (the “**District**”), pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

**WHEREAS**, the Board set August 26, 2019 at 6:30 p.m. as the date and time for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PANTHER TRACE II COMMUNITY DEVELOPMENT DISTRICT:**

#### **Section 1. Budget**

- a. That the Board has reviewed the District Manager’s Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown below.

- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2018/2019 and/or revised projections for fiscal year 2019/2020.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for the Panther Trace II Community Development District for the Fiscal Year Beginning October 1, 2019, and Ending September 30, 2020," as adopted by the Board on August 26, 2019.
- d. The final adopted budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption.

## **Section 2. Appropriations**

There is hereby appropriated out of the revenues of the District, for the fiscal year beginning October 1, 2019, and ending September 30, 2020, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

Total General Fund	\$_____
Total Debt Service Funds	\$_____
Total All Funds*	\$_____

\*Not inclusive of any collection costs.

## **Section 3. Budget Amendments**

Pursuant to Section 189.016, Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption.

**Section 4. Effective Date.**

This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED THIS 26TH DAY OF AUGUST, 2019.**

**ATTEST:**

**PANTHER TRACE II COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Raymond Lotito  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Jeff Spiess  
Chair of the Board of Supervisors

Exhibit A: 2019/2020 Budget

**EXHIBIT 11.**



## RESOLUTION 2019-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PANTHER TRACE II COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Panther Trace II Community Development District (the “**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in Hillsborough County, Florida (the “**County**”); and

**WHEREAS**, the District owns and operates various infrastructure improvements and provides certain services in accordance with Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors (the “**Board**”) of the District hereby determines to undertake various operations and maintenance activities described in the District’s budget for fiscal year 2019/2020 (“**Operations and Maintenance Budget**”), attached hereto as **Exhibit A** and incorporated as a material part of this Resolution by this reference; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operations and maintenance services and facilities provided by the District as described in the Operations and Maintenance Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the County tax roll and collected by the County Tax Collector (“**Uniform Method**”); and

**WHEREAS**, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method; and

**WHEREAS**, the District has approved an agreement with the Hillsborough County Property Appraiser (the “**Property Appraiser**”) and Hillsborough County Tax Collector (the

“**Tax Collector**”) to provide for the collection of special assessments under the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments on all assessable lands for operations and maintenance in the amount contained in the Operations and Maintenance Budget; and

**WHEREAS**, the District desires to levy and collect special assessments reflecting each parcel’s portion of the District’s Operations and Maintenance Budget; and

**WHEREAS**, it is in the best interests of the District to certify the adopted assessment roll of the District as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference (the “**Assessment Roll**”), to the Tax Collector pursuant to the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, including the property certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PANTHER TRACE II COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. BENEFIT.** The provision of the services, facilities and operations as described in **Exhibit A** confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefited lands is shown in **Exhibit A** and in the Assessment Roll.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapter 190 of the Florida Statutes, and using procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operations and maintenance is hereby imposed and levied on benefited lands within the District in accordance with **Exhibit A** and in the Assessment Roll. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**SECTION 3. COLLECTION AND DUE DATE.** The collection of the previously levied debt service assessments and operations and maintenance special assessments on all assessable lands shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibit A** and in the Assessment Roll. The District certifies all assessments for debt service and operations and maintenance for collection pursuant to Chapters 190 and 197, Florida Statutes. All assessments collected by the Tax Collector shall be due and payable as provided in Chapter 197, Florida Statutes.

**SECTION 4. ASSESSMENT ROLL.** The District's Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the property roll by the Property Appraiser after the date of this Resolution, and shall amend the District's Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED THIS 26<sup>TH</sup> DAY OF AUGUST, 2019.**

**ATTEST:**

**PANTHER TRACE II COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Raymond Lotito  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Jeff Spiess  
Chair of the Board of Supervisors

**Exhibit A – Fiscal Year 2019/2020 Operations and Maintenance Budget**

**EXHIBIT 12.**

**RESOLUTION 2019-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
PANTHER TRACE II COMMUNITY DEVELOPMENT DISTRICT  
DESIGNATING DATES, TIME AND LOCATION FOR REGULAR  
MEETINGS OF THE BOARD OF SUPERVISORS AND PROVIDING  
FOR AN EFFECTIVE DATE**

**WHEREAS**, Panther Trace II Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the Hillsborough County, Florida; and

**WHEREAS**, the District’s Board of Supervisors (hereinafter the “Board”), is statutorily authorized to exercise the powers granted to the District, but has not heretofore met; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

**WHEREAS**, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District’s meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PANTHER TRACE II COMMUNITY DEVELOPMENT DISTRICT THAT:**

**Section 1.** The annual public meeting schedule of the Board of Supervisors for the Fiscal Year 2019/2020 attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published and filed in accordance with the requirements of Florida law.

**Section 2.** The District Manager is hereby directed to submit a copy of the Fiscal Year 2019/2020 annual public meeting schedule to Hillsborough County.

**Section 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF AUGUST, 2019.**

**ATTEST:**

**PANTHER TRACE II  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary  
Print Name: Ray Lotito

\_\_\_\_\_  
Chair/ Vice Chair  
Print Name: \_\_\_\_\_

# **EXHIBIT A**

**Notice of Meeting  
Fiscal Year 2020  
Panther Trace II  
Community Development District**

As required by Chapters 189 and 190 of Florida Statutes, notice is hereby given that the Fiscal Year 2020 regular meetings of the Board of Supervisors of the Panther Trace II Community Development District are scheduled to be held on the fourth Monday of the month at 6:30p.m. at the Panther Trace II Clubhouse, 11518 Newgate Crest Drive, Riverview, Florida. The meeting dates are as follows (exceptions noted below):

October 28, 2019

November 25, 2019 **THANKSGIVING IS 11/28/2019**

December 23, 2019 **CHRISTMAS EVE & CHRISTMAS THIS WEEK**

January 27, 2020

February 24, 2020

March 23, 2020

April 27, 2020

May 25, 2020 **MEMORIAL DAY**

June 22, 2020

July 27, 2020

August 24, 2020

September 28, 2020

The meeting is open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for the meetings listed above, may be obtained from Development Planning and Financing Group [DPFG], 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 at (813) 374-9105, one week prior to the meeting.

There may be occasions when one or more Supervisors will participate by telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District's Management Company, DPFG at 813-374-9105. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office at least two (2) business days prior to the date of the hearing and meeting.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the 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.

DPFG, District Management

**EXHIBIT 13.**





PO Box 267  
Seffner, FL 33583  
O: 813-757-6500  
F: 813-757-6501

## Estimate

**Submitted To:**

Panther Trace II  
c/o DPFG  
250 International Parkway, Suite 280  
Lake Mary, FL 32746

Date	8/1/2019
Estimate #	61153
LMP REPRESENTATIVE	
PG	
PO #	
Work Order #	

ITEM	DESCRIPTION	QTY	COST	TOTAL
	Proposal provides for the removal of existing plant material located at the end of the median(s) along Panther Trace Blvd. at Evington Point Dr., Sifton Peace Dr., Balintore Dr., and Belcroft Dr. Existing material interferes with clear sight lines for existing traffic patterns. Removal and replacement with sod as recommended eliminates any sight line interference.			
	All work includes, clean-up, removal, and disposal of debris generated during the course of work.			
	Note: Irrigation modifications necessary will be be separately as 'time and materials'			
Sod	Sod Prep (St. Augustine) sf	7,400	1.00	7,400.00

**TERMS AND CONDITIONS:**

<b>TOTAL</b>	<b>\$7,400.00</b>
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LMP reserves the right to withdraw this proposal if not accepted within 30 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. Any work performed requiring more than 5 days to complete is subject to progressive payments as portions of the work are completed. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material.

OWNER / AGENT

**EXHIBIT 14.**



PO Box 267  
Seffner, FL 33583  
O: 813-757-6500  
F: 813-757-6501

## Estimate

**Submitted To:**

Panther Trace II  
c/o DPFG  
250 International Parkway, Suite 280  
Lake Mary, FL 32746

Date	8/1/2019
Estimate #	61154
LMP REPRESENTATIVE	
PG	
PO #	
Work Order #	

ITEM	DESCRIPTION	QTY	COST	TOTAL
	Proposal provides for the removal of existing plant material located at the end of the median along Panther Trace Blvd. and Evington Point Dr. Existing material interferes with clear sight lines for existing traffic patterns. Material specified has lower growth characteristic and will not impede sight lines at maturity. Plant counts based on 18" o.c. (on center) spacing.  All work includes, clean-up, removal, and disposal of debris generated during the course of work.  Note: Irrigation modifications necessary will be be separately as 'time and materials'			
Enhancements	Jasmine - Confederate (Variegated) 1g	761	5.50	4,185.50
Mulch	Mulch - Pine Bark/ Mini CY	7	45.00	315.00

**TERMS AND CONDITIONS:**

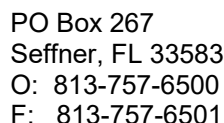
<b>TOTAL</b>	<b>\$4,500.50</b>
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LMP reserves the right to withdraw this proposal if not accepted within 30 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. Any work performed requiring more than 5 days to complete is subject to progressive payments as portions of the work are completed. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material.

OWNER / AGENT

**EXHIBIT 15.**



Submitted To:
Panther Trace II c/o DPFG 250 International Parkway, Suite 280 Lake Mary, FL 32746

Date	8/15/2019
Estimate #	61394
LMP REPRESENTATIVE	
PG	
PO #	
Work Order #	

TERMS AND CONDITIONS:	TOTAL	\$2,465.00
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LMP reserves the right to withdraw this proposal if not accepted within 30 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. Any work performed requiring more than 5 days to complete is subject to progressive payments as portions of the work are completed. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material.

OWNER / AGENT

DATE \_\_\_\_\_

**EXHIBIT 16.**

**BRB Construction and Consulting, LLC.**

**July 31,2019**

**Re: Proposal of Services and Fees  
Panther Trace PT II CDD**

**Stormwater Structure Remediation**

Dear Ms. Stewart,

Pursuant to your request, BRB Constructionn and Consulting,LLC. Provides the following proposal for stormwater structure remediation for Panther Trace development located in Hillsborough County.BRB will clear vegetation ,debris and accumulated soils from stormwater management structures outfalls in Phase II Village 6.

The cost to perform the proposed work is \$ 13,120.00

Thank you for this opportunity to be of service to you.

Robert Bishop

**EXHIBIT 17.**



## **Water Meter Reading Agreement**

This Water Meter Reading Agreement (this “**Agreement**”) is entered into as of the 26<sup>th</sup> day of August, 2019, between the **Panther Trace II Community Development District**, whose mailing address is 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 (the “**District**”) and **GHS Environmental, LLC**, whose mailing address is 9011 Oak St. NE, St. Petersburg, Florida 33702 (the “**Contractor**”).

### **Background Information:**

WHEREAS, the District desires for the Contractor to provide monthly water meter readings in accordance with its Water Use Permit (“**WUP**”) issued by the Southwest Florida Water Management District (“**SWFWMD**”);

WHEREAS, Contractor desires to provide such services for the WUP, and represents that it is qualified to do so in accordance with its proposal submitted to the District;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Scope of Services and Warranties.** The Contractor shall perform the following scope of work (the “**Work**”):
  - a. Submit an annual crop report to SWFWMD using the WMIS system on or before March 1 of each year which shall include notations of the total number of acres, type of crop, soil type, irrigation method, and quantities used for the previous year;
  - b. Monitor all withdrawals of water for the District’s three water meters on a monthly basis;
  - c. Submit all monthly reports prior to the tenth (10<sup>th</sup>) of each month to SWFWMD in the WMIS system;
  - d. Note any maintenance issues such as leaks or malfunctions for the water meters and notify the District Manager;
  - e. Correspond with SWFWMD and the District as necessary regarding the water meter readings;
  - f. Create a spreadsheet and monitor the District’s water usage for the three water meters;
  - g. Notify the District in the event the monthly water meter usage nears the permitted amount prior to exceeding the permitted amount, including notation of all potential SWFWMD compliance issues.
3. **Commencement of the Work and Term.** The Work to be performed under this Agreement shall commence after providing District the requisite insurance referenced

herein and shall continue until terminated by either party pursuant to the terms of this Agreement. The initial term shall be for one year from the effective date of this Agreement, so long as Contractor has provided the requisite insurance prior to the effective date, and shall autorenew in one year terms at the rate of \$2,700 per year.

4. **Compensation.** The District agrees to compensate the Contractor for the Work described above in the amount of \$225 per month. Contractor shall invoice the District monthly for services performed in the previous month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, non-disputed amounts of these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

5. **Termination.**

- a. Contractor's Termination. Contractor may terminate this Agreement with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
- b. District's Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the District's convenience, the Contractor shall be entitled to receive payment for Work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- c. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor.

6. **Responsibilities of the Contractor.**

- a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required Work.
- b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work to be performed pursuant to this Agreement.

- c. The Work to be performed shall include all labor, materials, equipment, and transportation necessary to perform the services described above.
- a. Contractor represents it is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work to be performed pursuant to this Agreement. The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by Federal, State, County, Municipal or regulatory bodies, relating to the contemplated operations and services under this Agreement.
- d. The Contractor shall be responsible for any damage caused by Contractor's negligence.
- e. The Contractor warrants that the Work (a) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, building codes, and applicable regulations, (b) will be performed without defects in materials to the extent the materials were provided by Contractor, and workmanship, (c) consists of new unused materials to the extent the materials are provided by Contractor, (d) is fit for the particular purposes or uses contemplated by this Agreement, (e) conforms to all accepted models and samples and all affirmations of fact, promises, descriptions or specifications agreed upon by the District and Contractor.
- f. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- g. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices.

## **7. Insurance**

- a. The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

## **8. Indemnification**

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but

not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.

- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
  - c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
  - d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.
9. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
10. **Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT RAYMOND.LOTITO@DPFG.COM, OR BY REGULAR MAIL AT 15310 AMBERLY DRIVE, SUITE 175, TAMPA, FLORIDA 33647.**

**11. Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**12. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**13. Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in Hillsborough County, Florida.

**14. Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

**15. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

16. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
17. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
19. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
20. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

**GHS Environmental, LLC**

**Panther Trace II  
Community Development District**

By: \_\_\_\_\_  
Dana J. Gaydos  
Principal

\_\_\_\_\_  
Jeff Spiess  
Chair of the Board of Supervisors

**EXHIBIT 18.**

**Remson Aquatics**

11207 Remson Lane  
Riverview, FL 33579 US  
(813) 671-2851  
kar@remsonaquatics.com  
www.remsonaquatics.com

## Estimate

**ADDRESS**

Panther Trace II CDD  
c/o DPFG  
250 International Parkway,  
Suite 280  
Lake Mary, FL 32746

**ESTIMATE # 1218****DATE 08/15/2019**

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ACTIVITY	AMOUNT
<b>Fish Stocking</b>	640.00
Fish Stocking for Mosquito control Ponds 31,32,33,34,35,& 36 a total of 8,000 Gambusia	
<hr/>	
TOTAL	<b>\$640.00</b>

Accepted By

Accepted Date



**EXHIBIT 19.**

# Panther Trace

## **Panther Trace II Community Development District (CDD)**

**Monday, August 26, 2019**

### **Clubhouse Operations:**

1. Normal Operations
2. Revised Pool Policies and Rules
3. New Trash Receptacles Installed
4. Access Cards Ordered

### **LMP Reports:**

- Detailed Weekly Landscape Report
- Landscape Proposals
- Monthly Irrigation Report

### **Deposit:**

**Total Deposit: \$695.35**

### **Maintenance / Grounds:**

- General Clubhouse duties
- Reported Landscape Issues to LMP
- Reported Pond Issues to Remson Aquatics
- Reported non-working lights to TECO
- Reported Clogged Storm Drain to Hillsborough County
- Pool Motor and Pump Installed
- Pool Lifts Serviced and Repaired

### **Programs Update:**

- Yoga: Every Monday Night
- Girl Scouts: Every other Tuesday and Wednesday at 6:30pm

### **Repairs or Replacements Pending:**

### **Playground Improvements**

# LMP Weekly Maintenance Worksheet

Date: 7-31-2019 Property Panther Trace II

Foreman: Jimmy & Vivian

Mgr: Paul Gomez

Category		Comments
X	Mow	We are on week blue for ponds mowed.
X	Edge	
X	Monofilament Trim	
X	Shrub/Groundcover Trim	We are in week 2 for trimming. Police all monument for weeds. Work in progress trimming back Muhly grass along Blvd.
X	Blow	
X	Debris Disposal	Changed out trash bags at the clubhouse & blow off around the pool. Police for weeds, debris & trash throughout property.
X	Bed Weed Control for R-UP	Round-up was applied on 7-31-2019, 8-1-2019 & 8-2-2019
<input type="checkbox"/>	Tree Pruner Palm pruner	
<input type="checkbox"/>	Insect/Disease Control	
<input type="checkbox"/>	Irrigation Inspection	
<input type="checkbox"/>	Tree Fertilization	
<input type="checkbox"/>	Shrub Fertilization	
<input type="checkbox"/>	Turf Fertilization	
<input type="checkbox"/>	Turf Weed Control	
<input type="checkbox"/>	Fire Ant Control	
X	Seasonal Color Maintenance Annuals	Pinch back Coleus as needed.
<input type="checkbox"/>	Perennials Maintenance	
<input type="checkbox"/>	Mulching	

Extra Work Needed

Additional Comments

# LMP Weekly Maintenance Worksheet

Date: 8-7-2019 Property Panther Trace II

Foreman: Jimmy & Vivian

Mgr: Paul Gomez

	Category	Comments
X	Mow	We are on week pink for ponds mowed.
X	Edge	
X	Monofilament Trim	
X	Shrub/Groundcover Trim	We are in week 3 for trimming. Muhly grasses have been completed along the Blvd.
X	Blow	
X	Debris Disposal	Changed out trash bags at the clubhouse & blow off around the pool. Police for weeds, debris & trash throughout property.
<input type="checkbox"/>	Bed Weed Control for R-UP	
<input type="checkbox"/>	Tree Pruner Palm pruner	
<input type="checkbox"/>	Insect/Disease Control	
<input type="checkbox"/>	Irrigation Inspection	
<input type="checkbox"/>	Tree Fertilization	
<input type="checkbox"/>	Shrub Fertilization	
<input type="checkbox"/>	Turf Fertilization	
<input type="checkbox"/>	Turf Weed Control	
<input type="checkbox"/>	Fire Ant Control	
X	Seasonal Color Maintenance Annuals	Pinch back Coleus as needed.
<input type="checkbox"/>	Perennials Maintenance	
<input type="checkbox"/>	Mulching	

## Extra Work Needed


## Additional Comments




# LMP Weekly Maintenance Worksheet

Date 7-17-2019 Property Panther Trace II

Foreman Jimmy & Vivian

Mgr: Paul Gomez

X	Mow	We are on week blue for ponds mowed.
X	Edge	
X	Monofilament Trim	
X	Shrub/Groundcover Trim	We are in week 4 for trimming. Police all monument for weeds.
X	Blow	
X	Debris Disposal	Changed out trash bags at the clubhouse & blow off around the pool. Police for weeds, debris & trash throughout property.
X	Bed Weed Control for R-UP	Fertilize turf 7-17-2019 Fertilize turf completed, Treated for turf weeds, Roundup 7-18-2019 Round-up completed 7-19-2019
	Tree Pruner Palm pruner	
	Insect/Disease Control	
	Irrigation Inspection	
	Tree Fertilization	
	Shrub Fertilization	
	Turf Fertilization	
	Turf Weed Control	
	Fire Ant Control	
X	Seasonal Color Maintenance Annuals	Pinch back Coleus as needed.
	Perennials Maintenance	
	Mulching	



# LMP Weekly Maintenance Worksheet

Date: 7-24-2019 Property Panther Trace II

Foreman: Jimmy & Vivian

Mgr: Paul Gomez

	Category	Comments
X	Mow	We are on week pink for ponds mowed.
X	Edge	
X	Monofilament Trim	
X	Shrub/Groundcover Trim	We are in week 1 for trimming. Police all monument for weeds. Work in progress trimming back Muhly grass along the Blvd.
X	Blow	
X	Debris Disposal	Changed out trash bags at the clubhouse & blow off around the pool. Police for weeds, debris & trash throughout property.
<input type="checkbox"/>	Bed Weed Control for R-UP	
<input type="checkbox"/>	Tree Pruner Palm pruner	
<input type="checkbox"/>	Insect/Disease Control	
<input type="checkbox"/>	Irrigation Inspection	
<input type="checkbox"/>	Tree Fertilization	
<input type="checkbox"/>	Shrub Fertilization	
<input type="checkbox"/>	Turf Fertilization	
<input type="checkbox"/>	Turf Weed Control	
<input type="checkbox"/>	Fire Ant Control	
X	Seasonal Color Maintenance Annuals	Pinch back Coleus as needed.
<input type="checkbox"/>	Perennials Maintenance	
<input type="checkbox"/>	Mulching	

## Extra Work Needed

## Additional Comments