

***PANTHER TRACE I
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

***Board of Supervisors
Regular Meeting***

***Tuesday
January 26, 2021
7:30 p.m.***

***Location:
Panther Trace I Clubhouse
12515 Bramfield 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 I Community Development District

DPFG Management & Consulting, LLC
1020 E. Brandon Blvd., Suite 207, Brandon, Florida 33511
Phone: 321-263-0132 x747

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

Dear Board Members:

A Regular Meeting of the Board of Supervisors of the Panther Trace I Community Development District is scheduled for **Tuesday, January 26, 2021 at 7:30 p.m.** at the **Panther Trace I Clubhouse, 12515 Bramfield Drive, Riverview, Florida.**

Residents have the option of calling into the meeting via Zoom, with the following dial-in info:

Call-in Number: (929) 205-6099

Meeting ID: 872 1895 2028

Passcode: 055606

Link: <https://us02web.zoom.us/j/87218952028?pwd=TzF3cUIMdHoyYnl0Wlk5NzIzcXQ2QT09>

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,

Raymond J. Lotito
District Manager

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

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

Date of Meeting: Tuesday, January 26, 2021

Time: 7:30 PM

Location: Panther Trace I Clubhouse
12515 Bramfield Drive
Riverview, FL

Agenda

I. Roll Call

II. Pledge of Allegiance

III. Audience Comments – *(limited to 3 minutes per individual)*

IV. Administration Items

- | | |
|--|-----------|
| A. Consideration and Approval of Minutes of the December 7, 2020 Meeting | Exhibit 1 |
| B. Acceptance of the December 2020 Financial Statements | Exhibit 2 |
| C. Ratification of the LMP Irrigation Well #4 Pump Replacement – Estimate No. 69031 - \$4,801.08 | Exhibit 3 |

V. Business Matters

- | | |
|---|-----------|
| A. Presentation & Consideration of E-Verify Memorandum of Understanding for Employers | Exhibit 4 |
|---|-----------|

VI. Old Business Matters

- | | |
|---|-----------|
| A. Consideration & Approval of Final Estimated Monthly Cost and Location of TECO Clubhouse Parking Lot Lighting | Exhibit 5 |
|---|-----------|

VII. Staff Reports

A. District Manager

B. District Counsel

C. District Engineer

D. Facilities Director

1. Facilities Director's Report January 2021

Exhibit 6

2. Review of the OLM Inspection Report, Grade Sheet and LMP
Weekly Summary Report

Exhibit 7

3. Presentation of Sample Survey on Proposed Amenities
Upgrades

*To be
Distributed*

VIII. Supervisors Requests

IX. Audience Comments – New Business – *(limited to 3 minutes per individual for non-agenda items)*

X. Adjournment

EXHIBIT 1

1 **MINUTES OF MEETING**

2 **PANTHER TRACE I**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Panther Trace I Community Development
5 District was held on Monday, December 7, 2020 at 7:30 p.m. at Panther Trace I Clubhouse, 12515
6 Bramfield Drive, Riverview, Florida 33579.

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

8 Ms. Jones called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10 Megan Jones	Board Supervisor, Chairwoman
11 Mike Staubitz	Board Supervisor, Vice Chairman
12 Dan O'Neill	Board Supervisor, Assistant Secretary

13 Also present were:

14 Raymond Lotito	District Manager, DPGF Management & Consulting
15 Monica Vitale	Facilities Director

16 *The following is a summary of the discussions and actions taken at the December 7, 2020 Panther Trace I*
17 *CDD Board of Supervisors Regular Meeting.*

18 **SECOND ORDER OF BUSINESS – Audience Comments**

19 There being none, the next item followed.

20 **THIRD ORDER OF BUSINESS – Organizational Matters**

21 A. Newly Elected Board Supervisors

22 Mr. Lotito stated that he had checked with the Supervisor of Elections, and that no one had ran for
23 election for seats in the CDD. Mr. O'Neill stated that he had run unopposed, and Mr. Staubitz stated
24 that he had gone to the Supervisor of Elections and had been told that he did not need to fill any
25 form out as no other candidate was running. Mr. Lotito stated that Mr. Staubitz would be considered
26 a hold-over Supervisor for 90 days, and that the Board could swear him into the position.

27 On a MOTION by Mr. Staubitz, SECONDED by Ms. Jones, WITH ALL IN FAVOR, the Board approved
28 appointing Mr. O'Neill to the Board of Supervisors, for the Panther Trace I Community Development
29 District.

31 On a MOTION by Mr. O'Neill, SECONDED by Ms. Jones, WITH ALL IN FAVOR, the Board approved
32 appointing Mr. Staubitz to the Board of Supervisors, for the Panther Trace I Community Development
33 District.

- 34 1. Exhibit 1: Oath of Office of Elected Board Supervisor
- 35 2. Review of the Sunshine Law and Supervisor Duties
- 36 3. Acceptance or Waiver of Compensation
- 37 Mr. O'Neill opted to accept compensation.
- 38 Mr. Staubitz opted to accept compensation.
- 39 4. Exhibit 2: Form 1

5. Supervisor Information Sheet

FOURTH ORDER OF BUSINESS – Administration Items

A. Exhibit 3: Consideration and Approval of Minutes of the October 27, 2020 Meeting

On a MOTION by Mr. O'Neill, SECONDED by Mr. Staubitz, WITH ALL IN FAVOR, the Board approved the Minutes of the Board of Supervisors Regular Meeting held on October 27, 2020, for the Panther Trace I Community Development District.

B. Exhibit 4: Acceptance of the November 2020 Unaudited Financial Statements

Mr. Lotito indicated an excess of revenue over expenditures in the amount of \$126,920, carrying over to a fund balance of \$1,756,538.

On a MOTION by Mr. O'Neill, SECONDED by Mr. Staubitz, WITH ALL IN FAVOR, the Board accepted the November 2020 Unaudited Financial Statements as presented for the Panther Trace I Community Development District.

C. Exhibit 5: Consideration and Acceptance of the LLS Tax Solutions Arbitrage Report dated November 30, 2020

On a MOTION by Mr. O'Neill, SECONDED by Mr. Staubitz, WITH ALL IN FAVOR, the Board accepted the LLS Tax Solutions Arbitrage Report dated November 30, 2020, as presented, for the Panther Trace I Community Development District.

FOURTH ORDER OF BUSINESS – Business Matters

A. Exhibit 6: Consideration and Adoption of **Resolution 2021-01**, Designating Local Records Office

Mr. Lotito clarified that the office location change was due to DPFG's acquisition by Vesta.

On a MOTION by Mr. O'Neill, SECONDED by Mr. Staubitz, WITH ALL IN FAVOR, the Board adopted **Resolution 2021-01**, Designating Local Records Office and providing an effective date, for the Panther Trace I Community Development District.

FIFTH ORDER OF BUSINESS – Old Business Matters

There being none, the next item followed.

SIXTH ORDER OF BUSINESS – Staff Reports

A. District Manager

Mr. Lotito requested formal motions to appoint Supervisors to the Board

B. District Counsel

There being none, the next item followed.

C. District Engineer

There being none, the next item followed.

D. Facilities Director

➤ Exhibit 5: Facilities Director's Report October 2020

Ms. Vitale gave an overview of the report, noting positive comments and cooperation from residents for the Holiday Party. Ms. Vitale additionally noted a request from a resident to

remove spike-rush from Pond 2, indicating that the pond maintenance manager considered it beneficial to the pond's health. The Board agreed to deny the resident's request, deferring to the advice of the pond maintenance professional.

Ms. Jones asked about the status of the playground, and Ms. Vitale stated that new equipment would likely be received the following week. Ms. Vitale asked for direction if the equipment ended up being delivered during the winter break, and the Board discussed concerns regarding the permit and potentially leaving equipment out in the parking lot.

- Exhibit 6: Review of the OLM Inspection Report, Grade Sheet, and LMP Weekly Summary Report

SEVENTH ORDER OF BUSINESS – Supervisors Requests

Ms. Jones asked whether the Board would be able to make it to the January meeting, to which the other Supervisors stated that they would be available.

Mr. Staubitz indicated that he was underwhelmed with the holiday lighting, and requested that Ms. Vitale take an inventory to potentially purchase for the District. Discussion ensued regarding decorations. Mr. Staubitz additionally indicated a large amount of trash around ponds, which Ms. Vitale stated she had notified the landscaping company to address.

EIGHTH ORDER OF BUSINESS – Audience Comments – New Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS – Adjournment

Ms. Jones asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. O'Neill made a motion to adjourn the meeting.

On a MOTION by Mr. O'Neill, SECONDED by Mr. Staubitz, WITH ALL IN FAVOR, the Board adjourned the meeting for the Panther Trace I 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

Printed Name

Signature

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 2

Panther Trace Community Development District

**Financial Statements
(Unaudited)**

**Period Ending
December 31, 2020**

Panther Trace CDD
Balance Sheet
December 31, 2020

	<u>GENERAL FUND</u>	<u>DS2020 FUND</u>	<u>CONSOLIDATED TOTAL</u>
1 <u>ASSETS:</u>			
2			
3 CASH	\$ 53,888	\$ -	\$ 53,888
4 CASH - DEBIT CARD	1,588	-	1,588
5			
6 INVESTMENTS:			
7 MONEY MARKET ACCOUNT - BU	2,431,894	-	2,431,894
8 TRUST - REVENUE ACCT	-	4,951	4,951
9 TRUST - RESERVE ACCT	-	-	-
10 TRUST - ESCROW ACCT	-	-	-
11 TRUST - INTEREST ACCT	-	-	-
12 ACCOUNTS RECEIVABLE	-	-	-
13 ON ROLL ASSESSMENTS RECEIVABLE - CY	108,985	39,010	147,995
14 DUE FROM OTHER FUNDS	-	250,327	250,327
15 PREPAID EXPENSES	1,757	-	1,757
16 DEPOSITS	16,860	-	16,860
17 TOTAL ASSETS	<u><u>\$ 2,614,972</u></u>	<u><u>\$ 294,288</u></u>	<u><u>\$ 2,909,260</u></u>
18			
19			
20 <u>LIABILITIES:</u>			
21			
22 ACCOUNTS PAYABLE	\$ 9,336	\$ -	\$ 9,336
24 ACCRUED EXPENSES	-	-	-
25 DEFERRED REVENUE (ON-ROLL)	108,985	39,010	147,995
26 DUE TO DS FUND	250,327	-	250,327
27			
28 <u>FUND BALANCE:</u>			
29			
30 NONSPENDABLE:			
31 PREPAID AND DEPOSITS	18,617	-	18,617
33 ASSIGNED: ONE QUARTER OPERATING CAPITAL	228,911	-	228,911
34 ASSIGNED: RENEWAL & REPLACEMENT	295,923	-	295,923
35 ASSIGNED: FY 2017 INC. IN RESERVES	115,806	-	115,806
36 ASSIGNED: FY 2018 INC. IN RESERVES	100,615	-	100,615
37 ASSIGNED: FY 2019 INC. IN RESERVES	70,900	-	70,900
38 ASSIGNED: FY 2020 INC. IN RESERVES	79,495	-	79,495
39 RESTRICTED:			
40 DEBT SERVICE	-	255,278	255,278
41 UNASSIGNED	1,336,058	-	1,336,058
42 TOTAL LIABILITIES & FUND BALANCE	<u><u>\$ 2,614,972</u></u>	<u><u>\$ 294,288</u></u>	<u><u>\$ 2,909,260</u></u>

Panther Trace CDD
General Fund
Statement of Revenue, Expenses and Changes in Fund Balance
For the Period From October 1, 2020 through December 31, 2020

	FY2021 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
1 REVENUE				
2 SPECIAL ASSESSMENTS - ON ROLL (NET)	\$ 787,745	\$ 196,936	\$ 685,348	\$ 488,412
3 INTEREST REVENUE	2,000	500	486	(14)
4 MISCELLANEOUS REVENUE (FIELD USE, ACCESS CARDS, ETC)	300	75	110	35
5 CH SECURITY OFFICER FEE	-	-	-	-
6 CLUBHOUSE RENTALS	2,500	625	200	(425)
7 FUND BALANCE FORWARD	123,099	30,775	-	(30,775)
8 TOTAL REVENUE	915,644	228,911	686,145	457,234
9				
10 EXPENDITURES				
11 FINANCIAL AND ADMINISTRATIVE:				
12 BOARD OF SUPERVISORS SALARIES	12,000	3,000	1,400	1,600
13 PAYROLL TAXES (BOS STAFF)	919	230	107	123
14 PAYROLL SERVICE FEES	650	163	98	65
15 MANAGEMENT CONSULTING SERVICES	45,000	11,250	11,250	-
16 SALES TAX	-	-	-	-
17 OFFICE SUPPLIES	500	125	3,170	(3,045)
18 BANK FEES	200	50	47,666	(47,616)
19 MISCELLANEOUS - (POSTAGE, COPIES, PHONE, ETC)	-	-	-	-
20 MAILING	50	13	-	13
21 SCHOOL SPONSORSHIP	200	50	-	50
22 OTHER MISCELLANEOUS	250	63	600	(538)
23 AUDITING	3,450	863	-	863
24 REGULATORY AND PERMIT FEES	175	44	175	(131)
25 LEGAL ADVERTISEMENTS	700	175	-	175
26 ENGINEERING SERVICES	5,000	1,250	-	1,250
27 TECHNOLOGY SERVICES & WEBSITE ADMIN	1,650	413	2,049	(1,636)
28 LEGAL SERVICES	7,500	1,875	380	1,495
29 TOTAL FINANCIAL & ADMINISTRATIVE	78,244	19,561	66,895	(47,334)
30				
31 INSURANCE:				
32 INSURANCE (PUBLIC OFFICIALS & PROPERTY & CASUALTY)	14,131	14,131	15,535	(1,404)
33 TOTAL INSURANCE	14,131	14,131	15,535	(1,404)
34				
35 DEBT SERVICE ADMINISTRATION:				
36 DISCLOSURE REPORT	1,000	250	-	250
37 ARBITRAGE REBATE	650	163	650	(488)
38 TRUSTEE FEES	4,041	1,010	-	1,010
39 TOTAL DEBT SERVICE ADMINISTRATION	5,691	1,423	650	773
40				
41 UTILITIES:				
42 UTILITIES - ELECTRICITY	123,600	30,900	14,061	16,839
43 UTILITIES - WATER	12,000	3,000	2,338	662
44 UTILITIES - SOLID WASTE DISPOSAL	2,720	680	625	55
45 UTILITY IMPACT FEE	650	163	-	163
46 TOTAL UTILITIES	138,970	34,743	17,023	17,719
47				
48 SECURITY:				
49 SECURITY SYSTEM - CONTRACT	120	30	44	(14)
50 SECURITY PATROL	25,000	6,250	2,429	3,821
51 SECURITY MISCELLANEOUS EXPENSE (EQUIPMENT REPAIRS & MAINT)	500	125	-	125
52 TOTAL SECURITY	25,620	6,405	2,473	3,932
53				

Panther Trace CDD
General Fund
Statement of Revenue, Expenses and Changes in Fund Balance
For the Period From October 1, 2020 through December 31, 2020

	FY2021 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
54 PHYSICAL ENVIRONMENT:				
55 LAKE & POND MAINTENANCE	20,964	5,241	5,241	-
56 LAKE & POND MAINTENANCE - OTHER	5,500	1,375	-	1,375
57 ENTRY & WALLS MAINTENANCE	7,500	1,875	2,675	(800)
58 LANDSCAPE MAINTENANCE - CONTRACT	161,065	40,266	39,666	600
59 LANDSCAPE CONSULTING (INSPECTION)	15,120	3,780	3,780	-
60 LANDSCAPE - MISCELLANEOUS				
61 LANDSCAPE REPLACEMENT (PLANTS, SOD, MULCH, FERTILIZER)	40,000	10,000	6,067	3,933
62 TREE MAINTENANCE/REMOVAL	5,000	1,250	960	290
63 OTHER LANDSCAPE MISCELLANEOUS	5,000	1,250	1,702	(452)
64 IRRIGATION REPAIRS & MAINTENANCE	7,500	1,875	4,935	(3,060)
65 IRRIGATION USAGE REPORTING	2,400	600	200	400
66 DECORATIVE LIGHT MAINTENANCE	1,200	300	-	300
67 PAVEMENT REPAIRS	1,000	250	-	250
68 PEST CONTROL	960	240	240	-
69 FIELD CONTINGENCY	10,000	2,500	-	2,500
70 TOTAL PHYSICAL ENVIRONMENT	283,209	70,802	65,466	5,337
71				
72 PARKS AND RECREATION:				
73 COMMUNICATIONS (TEL, CELL, INT)	2,640	660	404	256
74 CLUBHOUSE STAFF	70,103	17,526	19,367	(1,842)
75 CLUBHOUSE STAFF TAXES	5,363	1,341	1,329	12
76 UNEMPLOYMENT INSURANCE	1,200	300	-	300
77 CLUBHOUSE WORKMANS COMP INSURANCE	1,250	313	304	9
78 CLUBHOUSE STAFF PAYROLL FEES	3,000	750	716	34
79 CLUBHOUSE INTERIOR FURNISHINGS	1,500	375	-	375
80 CLUB FACILITY MAINTENANCE	18,000	4,500	2,956	1,544
81 POOL MAINTENANCE - CONTRACT	11,200	2,800	2,675	125
82 POOL MAINTENANCE - OTHER	6,000	1,500	1,786	(286)
83 POOL PERMIT	275	69	-	69
84 CLUBHOUSE SUPPLIES	2,500	625	-	625
85 PARK FACILITY MAINTENANCE	4,163	1,041	-	1,041
86 CAPITAL IMPROVEMENTS	135,000	33,750	58,597	(24,847)
87 SPECIAL EVENTS	25,000	6,250	7,438	(1,188)
88 DECORATIVE LIGHT/HOLIDAY	2,000	500	-	500
89 MISCELLANEOUS	-	-	-	-
90 STORAGE	984	246	-	246
91 SIGNS	-	-	-	-
OTHER AMENITY CENTER REPAIRS & MAINTENANCE (PATIO FURNITURE & CLUBHOUSE LIGHTING)	6,600	1,650	-	1,650
92 TOTAL PARKS AND RECREATION	296,778	74,195	95,571	(21,376)
93				
94				
95 TOTAL EXPENDITURES BEFORE CAPITAL RESERVES	842,644	221,260	263,613	(42,353)
96				
97 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES BEFORE CAPITAL RESERVES	73,000	7,651	422,531	414,881
98				
99 CAPITAL RESERVES:				
100 CAPITAL ASSET RESERVES	73,000	-	-	-
101 TOTAL CAPITAL RESERVES	73,000	-	-	-
102				
103 TOTAL EXPENDITURES	915,644	221,260	263,613	(42,353)
104				
105 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	7,651	422,531	414,881
106				
107 FUND BALANCE - BEGINNING	1,431,572	357,893	1,823,793	1,823,793
108 INCREASE IN RESERVES FOR RENEWAL	73,000	-	-	-
109				
110 FUND BALANCE - ENDING	\$ 1,504,572	\$ 365,544	\$ 2,246,325	\$ 2,238,674

112 a) Assessment budget, year-to-date budget and actual collections reported at net.

113

114

115

116

117

118

119

Renewal & Replacement (Reserve)

Panther Trace CDD
General Fund
Statement of Revenue, Expenses and Changes in Fund Balance
For the Period From October 1, 2020 through December 31, 2020

	FY2021 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
120			Reserve for Renewal & Replacement	\$ 431,808
121			FY 2017	\$ 115,806
122			FY 2018	\$ 100,615
123			FY 2019	\$ 70,900
124			FY 2020	\$ 73,000
125			Solar & Heat Pump	\$ (98,803)
126			Bathroom Renovation	\$ (27,357)
127			Split System (A/C) & Compressor	\$ (9,725)
128			Total	\$ 656,244

Panther Trace CDD
Debt Service Fund- Series 2020
Statement of Revenue, Expenses and Changes in Fund Balance
For the Period From October 1, 2020 through December 31, 2020

	<u>ACTUAL</u> <u>YEAR-TO-DATE</u>
1 REVENUE	
2 SPECIAL ASSESSMENTS - ON ROLL (NET)	\$ 245,315
3 DISCOUNT (ASSESSMENTS)	-
4 INTEREST REVENUE	1
5 TOTAL REVENUE	<u>245,315</u>
6	
7	
8	
9 EXPENDITURES	
10 INTEREST EXPENSE	47,508
11 PRINCIPAL RETIREMENT	-
12 COST OF ISSUANCE	-
13 TOTAL EXPENDITURES	<u>47,508</u>
14	
15 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	197,807
16	
17 OTHER FINANCING SOURCES (USES)	
18 BOND PROCEEDS	-
19 TRANSFER IN (OUT)	-
20 TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>
21	
22 FUND BALANCE - BEGINNING	57,471
23	
24 FUND BALANCE - ENDING	<u><u>\$ 255,278</u></u>
25	

26 a) Assessment budget reported at gross and year-to-date budget and actual collections
adjusted for net tax collections.

Panther Trace CDD
Cash Reconciliation (GF)
December 31, 2020

	BankUnited (Operating Acct)
Balance Per Bank Statement	\$ 65,188.83
Add: Deposits in Transit	
Less: Outstanding Checks	(11,300.93)
<i>Adjusted Bank Balance</i>	<u>\$ 53,887.90</u>
Beginning Bank Balance Per Books	\$ 54,236.34
Cash Receipts	50,106.53
Cash Disbursements	(50,454.97)
<i>Cash Balance Per Books</i>	<u>\$ 53,887.90</u>

CHECK REGISTER
FY 2021

DATE	REF#	PAYEE	TRANSACTION	DEPOSITS	PAYMENTS	CASH BALANCE
BOY BALANCE						30,224.83
10/01/2020	2334	LANDSCAPE MAINTENANCE PROFESSIONALS, INC			14,382.00	15,842.83
10/01/2020	2335	REPUBLIC SERVICES	10/1-10/31 - Solid Waste		146.95	15,695.88
10/01/2020	2336	SUZANNE KIMBALL	CH Cleaning - 10/07		125.00	15,570.88
10/01/2020	2337	SUZANNE KIMBALL	CH Cleaning - 10/14		125.00	15,445.88
10/01/2020	2338	SUZANNE KIMBALL	CH Cleaning - 10/21		125.00	15,320.88
10/01/2020	2339	SUZANNE KIMBALL	CH Cleaning - 10/28		125.00	15,195.88
10/02/2020			Funds Transfer	50,000.00		65,195.88
10/02/2020	2340	CBM SERVICES GROUP	Security		175.50	65,020.38
10/02/2020	2341	Innersync	ADA Website Services		1,515.00	63,505.38
10/02/2020	2342	MHD COMMUNICATIONS	Tech Support 09/25/20 - AxTraax panel damaged by lighting		1,888.75	61,616.63
10/02/2020	2343	MONICA VITALE	9/1-9/30- Cell Phone		75.00	61,541.63
10/02/2020	2344	Top Line Recreation	Install Play Structure - 50% Deposit		58,596.99	2,944.64
10/02/2020	28	Megan Jones	BOS Mtg. - 9/22/20		184.70	2,759.94
10/02/2020	792738DD	Daniel J O'Neill	BOS Mtg. - 9/22/20		184.70	2,575.24
10/02/2020	ACH100220	Innovatige Employer Solutions	BOS Mto. - 9/22/20		171.40	2,403.84
10/02/2020	29	Michael J. Staubitz	BOS Mto. - 9/22/20		184.70	2,219.14
10/02/2020	792739DD	Michael A. Themar	BOS Mto. - 9/22/20		184.70	2,034.44
10/05/2020			Funds Transfer	50,000.00		52,034.44
10/05/2020	2345	Alba Hoekstra	Pool Monitor -7.5 hrs - 10/3		75.00	51,959.44
10/05/2020	2346	CBM SERVICES GROUP	Security		175.50	51,783.94
10/05/2020	2347	Sadie Ann Vitale	Pool Monitor - 11.5 hrs - 10/2-10/4		115.00	51,668.94
10/07/2020	2348	CBM SERVICES GROUP	Security		249.75	51,419.19
10/08/2020	2349	Solitude Lake Management	Monthly Lake & Wetland Svc - October		1,747.00	49,672.19
10/08/2020	2350	Egis Insurance & Risk Advisors	Insurance FY 20/21 10/1/20-10/1/21		15,535.00	34,137.19
10/09/2020	ACH100920	Decision HR	9/20-10/3 P/R		2,998.89	31,138.30
10/09/2020			Funds Transfer		700.00	30,438.30
10/13/2020	ACH101320	BRIGHT HOUSE NETWORKS	9/26-10/25 - Internet		129.47	30,308.83
10/16/2020	ACH101620	ADT SECURITY SERVICES	10/14-11/13 - Monitoring		9.95	30,298.88
10/19/2020	ACH101920	TECO	Summary Bill - 8/15-9/15		9,445.07	20,853.81
10/20/2020	2351	Alba Hoekstra	Pool Monitor -8 hrs. - 10/10		80.00	20,773.81
10/20/2020	2352	CBM SERVICES GROUP	Security		391.50	20,382.31
10/20/2020	2353	DPFG M&C	CDD Mgmt - October		3,750.00	16,632.31
10/20/2020	2354	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual Filing - FY 20/21		175.00	16,457.31
10/20/2020	2356	Sadie Ann Vitale			250.00	16,207.31
10/20/2020	2357	ZEBRA CLEANING TEAM, INC			1,950.00	14,257.31
10/20/2020	2358	SUZANNE KIMBALL	CH Cleaning - 11/4/20		125.00	14,132.31
10/20/2020	2359	SUZANNE KIMBALL	CH Cleaning - 11/11/20		125.00	14,007.31
10/20/2020	2360	SUZANNE KIMBALL	CH Cleaning - 11/18/20		125.00	13,882.31
10/20/2020	2361	SUZANNE KIMBALL	CH Cleaning - 11/25/20		125.00	13,757.31
10/20/2020	2362	J & A Lawn Services LLC	Repair/Replace Berkshire fence		787.00	12,970.31
10/23/2020	ACH102320	Decision HR	10/4-10/17 P/R		3,106.75	9,863.56
10/26/2020	2363	LANDSCAPE MAINTENANCE PROFESSIONALS, INC	Remove dead pine tree		275.00	9,588.56
10/26/2020	2364	Sadie Ann Vitale	Pool Monitor - 17.5 hrs. 10/20-10/25		175.00	9,413.56
10/26/2020	2365	Alba Hoekstra	Pool Monitor -8 hrs. - 10/24		80.00	9,333.56
10/29/2020			Funds Transfer		1,000.00	8,333.56
10/30/2020			Interest	3.93		8,337.49
10/31/20				100,003.93	121,891.27	8,337.49
11/03/2020	ACH93020	FLORIDA DEPARTMENT OF REVENUE	3rd Qtr 2020 Sales Tax		26.35	8,311.14
11/03/2020	2366	Alba Hoekstra	Pool Monitor -6.5 hrs - 10/31		65.00	8,246.14
11/03/2020	2367	BRIGHT HOUSE NETWORKS	10/26-11/25 - Internet		126.97	8,119.17
11/03/2020	2368	JIM VITALE	Equipment Rental - Fall Festival		300.00	7,819.17
11/03/2020	2369	LANDSCAPE MAINTENANCE PROFESSIONALS, INC			14,649.00	-6,829.83
11/03/2020	2370	MONICA VITALE	10/1-10/31 - Cell Phone		75.00	-6,904.83
11/03/2020	2371	NVIROTECT PEST CONTROL SERVICES	Pest Control - October		80.00	-6,984.83
11/03/2020	2372	OLM, INC	Landscape Insp - October		1,260.00	-8,244.83
11/03/2020	2373	REPUBLIC SERVICES	11/1-11/31 - Solid Waste		146.95	-8,391.78
11/03/2020	2374	Sadie Ann Vitale	Pool Monitor - 20 hrs - 10/26-11/01		200.00	-8,591.78
11/03/2020	2375	STRALEY ROBIN VERICKER	Legal Svcs thru 10/15/20		311.30	-8,903.08
11/03/2020	2376	Thomas Watson	bike rack repair, sick faucet,clean dumpster, patio area		800.00	-9,703.08
11/03/2020	2377	WAGNER EVENTS	Stilt Walker, Balloon Twisting for Fall Event		1,070.00	-10,773.08
11/03/2020	2378	ZEBRA CLEANING TEAM, INC	Pump tank body, pvc pipe and plumbing parts		385.45	-11,158.53
11/03/2020			Funds Transfer	50,000.00		38,841.47
11/03/2020			Funds Transfer		2,000.00	36,841.47
11/03/2020			Funds Transfer	50,000.00		86,841.47
11/04/2020			Commerical Loan #8676		47,508.00	39,333.47
11/05/2020			Deposit	100.00		39,433.47
11/06/2020	ACH110620.1	Innovatige Employer Solutions	BOS Mtg. - 10/27/20		171.40	39,262.07
11/06/2020	30	Megan Jones	BOS Mtg. - 10/27/20		184.70	39,077.37
11/06/2020	804007DD	Daniel J O'Neill	BOS Mtg. - 10/27/20		184.70	38,892.67
11/06/2020	31	Michael J. Staubitz	BOS Mtg. - 10/27/20		184.70	38,707.97
11/06/2020	804008DD	Michael A. Themar	BOS Mtg. - 10/27/20		184.70	38,523.27
11/06/2020	ACH110620	DELUXE BUSINESS CHECKS AND SOLUTION	Checks		157.98	38,365.29
11/06/2020	ACH110620	Decision HR	10/18-10/31 P/R		3,089.43	35,275.86
11/11/2020	2380	ADVANCED ENERGY SOLUTIONS OF AMERICA, LLC	Repair heat pump tripping breaker		425.17	34,850.69
11/11/2020	2381	CBM SERVICES GROUP	Security		182.25	34,668.44
11/11/2020	2382	Riverview Pressure Cleaning	Pressure wash monuments, sidewalks, entry , curbs and parking spaces		2,675.00	31,993.44
11/11/2020	2383	Sadie Ann Vitale	Pool Monitor - 22 hrs - 11-3-11/8		220.00	31,773.44
11/16/2020	ACH111620	ADT SECURITY SERVICES	11/13-12/14 - Monitoring		9.95	31,763.49
11/17/2020	ACH111720	TECO			9,255.62	22,507.87
11/17/2020	2384	Alba Hoekstra	Pool Monitor -5 hrs - 11/14		50.00	22,457.87
11/17/2020	2385	BOCC	Folio # 077452.5028 - Water/Sewer Impact Fee		624.72	21,833.15
11/17/2020	2386	CBM SERVICES GROUP	Security		175.50	21,657.65
11/17/2020	2387	Illuminations Holiday Lighting	Deposit - Holiday Lights		2,625.00	19,032.65
11/17/2020	2388	LANDSCAPE MAINTENANCE PROFESSIONALS, INC	Weil Meter Reading - November		200.00	18,832.65
11/17/2020	2389	MONICA VITALE	Petty Cash for Panther Trace Office		600.00	18,232.65
11/17/2020	2390	Sadie Ann Vitale	Pool Monitor - 11 hrs - 11/13-11/15		110.00	18,122.65
11/17/2020	2391	Solitude Lake Management	Monthly Lake & Wetland Svc - November		1,747.00	16,375.65
11/18/2020	ACH111820	BRIGHT HOUSE NETWORKS	10/26-11/25 - Internet - paid twice; one with check; one with ACH		126.97	16,248.68
11/20/2020	ACH112020	Decision HR	11/1-11/14 P/R		3,656.41	12,592.27
11/23/2020	2392	ADVANCED ENERGY SOLUTIONS OF AMERICA, LLC	repair cut cord and replace bad cell		248.82	12,343.45
11/23/2020	2393	Alba Hoekstra	Pool Monitor -4 hrs - 11/21		40.00	12,303.45
11/23/2020	2394	CBM SERVICES GROUP	Security		141.75	12,161.70
11/23/2020	2395	DPFG M&C	CDD Mgmt - November		3,750.00	8,411.70
11/23/2020	2396	JIM VITALE	Equipment Rental - Holiday Party		400.00	8,011.70
11/23/2020	2397	MHD COMMUNICATIONS	Camera Replacement		585.00	7,426.70
11/23/2020	2398	NVIROTECT PEST CONTROL SERVICES	Pest Control - November		80.00	7,346.70
11/23/2020	2399	Sadie Ann Vitale	Pool Monitor - 14.5 hrs - 11/19-11/22		145.00	7,201.70
11/23/2020	2400	WAGNER EVENTS	Airbrush tattoos artist, balloon artist		1,320.00	5,881.70
11/23/2020	2401	ZEBRA CLEANING TEAM, INC	Pool Maint - November		850.00	5,031.70
11/23/2020			Funds Transfer	50,000.00		55,031.70
11/23/2020			Funds Transfer		800.00	54,231.70
11/30/2020			Interest	4.64		54,236.34
11/30/20				150,104.64	104,205.79	54,236.34
12/01/2020	2402	LANDSCAPE MAINTENANCE PROFESSIONALS, INC			13,422.00	40,814.34
12/04/2020	2410	CBM SERVICES GROUP	Security		351.00	40,463.34
12/04/2020	2412	LLS Tax Solutions Inc.	Arbitrage - Series 2007		650.00	39,813.34
12/04/2020	2413	MONICA VITALE	11/1-11/30 - Cell Phone		75.00	39,738.34
12/04/2020	2414	OLM, INC	Landscape Insp - November		1,260.00	38,478.34
12/04/2020	2415	REPUBLIC SERVICES	12/1-12/31 - Solid Waste		146.95	38,331.39
12/04/2020	2416	Sadie Ann Vitale	11/23-11/29 Security Guard		40.00	38,291.39
12/04/2020	2417	STRALEY ROBIN VERICKER	Legal Svcs thru 11/15/20		258.50	38,032.89
12/04/2020	2418	SUZANNE KIMBALL	CH Cleaning - 12/2		125.00	37,907.89
12/04/2020	2419	SUZANNE KIMBALL	CH Cleaning - 12/6 - clean after Holiday party		125.00	37,782.89
12/04/2020	2420	Thomas Watson	Install and clean holiday set		207.60	37,575.29
12/04/2020	2421	SUZANNE KIMBALL	CH Cleaning - 12/9		125.00	37,450.29
12/04/2020	2422	SUZANNE KIMBALL	CH Cleaning - 12/16		125.00	37,325.29
12/04/2020	2423	SUZANNE KIMBALL	CH Cleaning - 12/23		125.00	37,200.29
12/04/2020	2424	SUZANNE KIMBALL	CH Cleaning - 12/30		125.00	37,075.29
12/04/2020	ACH120420	Decision HR	11/15-11/26 P/R		3,089.43	33,985.86
12/04/2020			Funds Transfer	50,000.00		83,985.86

CHECK REGISTER
FY 2021

DATE	REF#	PAYEE	TRANSACTION	DEPOSITS	PAYMENTS	CASH BALANCE
12/13/2020	2425	ADVANCED ENERGY SOLUTIONS OF AMERICA, LLC	Electric repairs 12/4		199.20	83,786.66
12/13/2020	2426	Alba Hoekstra	Pool Monitor -4.5 hrs - 12/5		45.00	83,741.66
12/13/2020	2427	CBM SERVICES GROUP	Security		141.75	83,599.91
12/13/2020	2428	Sadie Ann Vitale	Pool Monitor and Office Assistance - 18.5 hrs. - 11/30-12/5		145.00	83,454.91
12/13/2020	2429	Solitude Lake Management	Monthly Lake & Wetland Svc - December		1,747.00	81,707.91
12/14/2020	2430	Sadie Ann Vitale	Office Assistance -12 hrs. - 12/8-12/10		120.00	81,587.91
12/16/2020	ACH121620	BOCC	11/13-12/14 - 13151 Waterleaf Vista Blvd		309.21	81,278.70
12/17/2020	ACH121720	ADT SECURITY SERVICES	12/15 - 1/14- Monitoring		9.95	81,268.75
12/18/2020	ACH21820	TECO	Summary Bill - 10/15-11/12		9,592.39	71,676.36
12/18/2020	32	Megan Jones	BOS Mtg. - 12/07/20		184.70	71,491.66
12/18/2020	817149DD	Daniel J O'Neill	BOS Mtg. - 12/07/20		184.70	71,306.96
12/18/2020	33	Michael J. Staubitz	BOS Mtg. - 12/07/20		184.70	71,122.26
12/18/2020	ACH12182020	Innovatqge Employer Solutions	BOS Mtg. - 12/07/20		140.80	70,981.46
12/18/2020	12/18/20	Decision HR	11/15-11/26 P/R		3,089.43	67,892.03
12/22/2020			Deposit	100.00		67,992.03
12/28/2020	2431	CBM SERVICES GROUP	Security		405.00	67,587.03
12/28/2020	2432	DPFG M&C			4,250.00	63,337.03
12/28/2020	2433	LANDSCAPE MAINTENANCE PROFESSIONALS, INC	Replace pump system in well 4		4,801.08	58,535.95
12/28/2020	2434	REPUBLIC SERVICES	01/01-01/31- Solid Waste		175.15	58,360.80
12/28/2020	2435	Sadie Ann Vitale	Pool Monitor and Office Assistance - 18.5 hrs. - 11/30-12/5		40.00	58,320.80
12/28/2020	2436	SUZANNE KIMBALL	CH Cleaning - 1/27/21		125.00	58,195.80
12/28/2020	2437	ZEBRA CLEANING TEAM, INC	Pool Maint - December		850.00	57,345.80
12/28/2020	2438	SUZANNE KIMBALL	CH Cleaning - 01/20/20		125.00	57,220.80
12/28/2020	2439	SUZANNE KIMBALL	CH Cleaning -1 /13/21		125.00	57,095.80
12/28/2020	2440	SUZANNE KIMBALL	CH Cleaning - 01/06/21		125.00	56,970.80
12/31/2020	12/31/20	Decision HR	11/15-11/26 P/R		3,089.43	53,881.37
12/31/2020			Interest	6.53		53,887.90
12/31/2020				50,106.53	50,454.97	53,887.90

EXHIBIT 3



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

Estimate

Submitted To:

Panther Trace CDD 1
c/o DPFG
250 International Parkway, Suite 280
Lake Mary, FL 32746

Date	12/8/2020
Estimate #	69031
LMP REPRESENTATIVE	
DM-TI	
PO #	
Work Order #	

Well # 4

DESCRIPTION	QTY	COST	TOTAL
5 HP - Grundfos 230V 1 PH Submersible Motor	1	1,563.18	1,563.18
5 HP - Grundfos 77S50-10 SS Submersible Pump	1	1,658.36	1,658.36
Pump Installation Fee	1	672.00	672.00
Misc Plumbing & Electrical Fittings to Complete Installation	1	65.00	65.00
Well Seal 5"x2"	1	56.00	56.00
10-3 W/G - DJ Submersible Pump Wire W/ Ground (Per Ft)	90	2.15	193.50
2" - Galvanized TNC	84	7.06	593.04
Pump system is not running due to a dead short in the submersible motor. This is a worst case scenario on parts and we may not need all the drop pipe or wire.			

TERMS AND CONDITIONS:

TOTAL	\$4,801.08
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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 4

STRALEY ROBIN VERICKER

1510 W. Cleveland Street

Tampa, FL 33606

Phone: 813-223-9400

Website: www.srvlegal.com

M E M O R A N D U M

TO: Community Development District Supervisors and District Managers

FROM: Straley Robin Vericker

RE: 2020 Legislative Update

DATE: April 21, 2020

During the 2020 Florida legislative session, our firm monitored several bills that could have impacted community development districts (“CDDs”) and we have prepared this memorandum to focus on the bills that passed in the legislature that will have the most impact on CDDs. Copies of any bill may be viewed online at the Florida legislature’s website: <http://www.leg.state.fl.us>.

A. The number of documents a CDD is required to post on its website by law has been reduced.

Senate Bill 1466 reduces what is required to be posted on CDD websites by amending Section 189.069, Florida Statutes. These changes include the following:

- 1) Each CDD now has the option to post a link to the Auditor General’s website for the final audit report rather than posting the actual document on its own website, so long as the CDD sends the report to the Office of the Auditor General.
- 2) A CDD is no longer required to post a public facilities report on its website.
- 3) A CDD are no longer required to post meeting materials on its website. Agendas must still be posted on its website 7 days in advance of a publicly noticed meeting or workshop and must remain on the website for at least 1 year.

Unless vetoed by Governor DeSantis, these changes will take effect on July 1, 2020.

B. The percentage a CDD may retain from progress payments to contractors for certain public construction services contracts and contracts for construction of public buildings has been reduced.

House Bill 101 amends Section 218.735, Florida Statutes to reduce the percentage retained or withheld by a CDD from 10 percent to 5 percent of each progress payment for construction services contracts and contracts for construction of public buildings having a total contract amount of \$200,000 or greater.

Unless vetoed by Governor DeSantis, these changes will become effective on October 1, 2020.

C. Public employers, contractors and subcontractors must register with and use the E-Verify system when hiring new employees and entering into certain contracts.

Senate Bill 664 requires public employers, contractors and subcontractors to register with and use the E-Verify system to verify the work authorization status of all newly hired employees in order to enter into a contract beginning on January 1, 2021. The definition of public employers includes local governments. This requirement includes those contractual relationships between contractors and subcontractors and requires subcontractors to complete an affidavit stating that the subcontractor does not employ, contract with, or subcontract with unauthorized workers.

If a public employer, contractor, or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated the requirement to register with and use E-Verify, it must terminate the contract with that person or entity. If a public employer has a good faith belief that the contractor followed the requirements of the E-Verify law, but the subcontractor has not done so, it must notify the contractor and order the contractor to terminate the subcontractor. Termination of contracts in this manner may be challenged within 20 calendar days. If a contractor is terminated for failure to follow the requirements of E-Verify law, it may not be awarded a public contract for at least 1 year from the date the contract was terminated and is liable for any additional costs incurred by the public employer as a result of the termination of the contract.

Unless vetoed by Governor DeSantis, this bill will become effective on July 1, 2020.

If you have questions about the above-mentioned anticipated changes to Florida law, please contact us at your convenience.

Panther Trace Community Development District

Development Planning and Financing Group
250 International Parkway Suite 280
Lake Mary, FL 32746
Phone: 321-263-0132

January 13, 2021



Company ID Number:

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

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

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

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3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

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

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

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

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

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

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

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

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

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

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

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

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to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

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

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

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

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

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

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

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

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not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

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

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

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

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

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Phone: 321-263-0132

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

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

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility

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

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

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

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

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- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

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

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

ARTICLE III

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REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

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

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

B. REFERRAL TO DHS

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

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2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

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

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

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

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

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

ARTICLE VI PARTIES

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

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

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

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

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

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

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

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888- 464-4218.

Approved by:

E-Verify Employer

Name (Please Type or Print) Title

Signature Date

Department of Homeland Security – Verification Division

Name (Please Type or Print) Title

Signature Date

Information Required for E-Verify

Information relating to your Company:

Company Name:

Company Facility Address:

Company Alternate Address:

County or Parish:

Employer Identification Number:

North American Industry

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Lake Mary, FL 32746
Phone: 321-263-0132

Classification Systems Code:

Parent Company:

Number of Employees:

Number of Sites Verified for:

Are you verifying for more than one site?

If yes, please provide the number of sites verified for in each State:

State	Number of	Site(s) sites
-------	-----------	---------------

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:

Telephone Number:

Fax Number:

E-mail Address:

Name:

Telephone Number:

Fax Number:

E-mail Address:

EXHIBIT 5



**PANTHER TRACE
COMMUNITY DEVELOPMENT DISTRICT**

◆ 12515 Bramfield Drive ◆ Riverview, Florida 33579 ◆ (813) 671-8023

To: Board of Supervisors
From: Monica Vitale
Date: January 26, 2021
Re: Approved TECO Lighting for Parking Lot

Dear Board,


Please see attached form for location of lights approved by TECO for our clubhouse parking lot. The lights will be installed at no cost but will appear on our TECCO bill. Also attached is an estimated monthly cost for these lights. The Board will need to make a final approval for me to move forward. Thank you.

Monica Vitale
Facilities Director

Write a description for your map.

Legend

12515 Bramfield Dr

Schedule											
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
	971	13	Holophane	PTUE2 P20 30K XX GL3	55W Pos Top Utility, Type 3, 3000K	LED Array	1	TSN 2126420.ies	5240	0.9	55

Statistics						
Description	Symbol	Avg	Min	Max/Min	Max	Avg/Min
Basic Parking Lot	+	1.0 fc	0.2 fc	12.5:1	2.5 fc	5.0:1

GENERAL LIGHTING NOTES:

1. INSTALL (13) 55W UTILITY LIGHTS ON 16 FT ALUMINUM POLES, INSTALLED PER SPEC 17-60 (SIM).
2. LIGHTING LAYOUT DOES MEET IES (ILLUMINATING ENGINEERING SOCIETY) CRITERIA FOR BASIC PARKING LOT.
3. THESE PHOTOMETRICS ARE INTENDED FOR DESIGN AND EVALUATION PURPOSES ONLY. THE NUMERIC SUMMATION SHOWN IS BASED ON A COMPUTER LIGHTING PROGRAM WITH APPROXIMATED PARAMETERS. THEREFORE, THE PHOTOMETRICS MAY VARY FROM ACTUAL FIELD CONDITIONS.
4. LIGHTS DESIGNED FOR MOUNTING HEIGHT = 13FT ABOVE GROUND.
5. NOTE ON PLANS: PLANS DESIGNED FOR CODE COMPLIANCE WITH LDC PART 6.10.00 AND IESNA OUTDOOR LIGHTING.
6. ADD TO PLANS THAT: THE REQUIREMENT OF A CERTIFICATION OF OCCUPANCY FOR THE PROJECT, THE OUTDOOR LIGHTING UTILITY OF RECORD SHALL PROVIDE CERTIFICATION TO THE BUILDING SERVICES THAT THE LIGHTING SYSTEM IS INSTALLED COMPLIES WITH THE PROVISIONS OF THE HC LDC 6.10.01.G.

****STAKING REQUIREMENTS:**

LIGHT POLE SET-BACKS IN PARKING LOTS ARE DESIGNED
IN GREEN AREAS AT 6FT BOC. (MIN 4FT BOC), UNLESS NOTED OTHERWISE.

LIGHT POLE CLEARANCE FROM ANY FIRE HYDRANT IS MIN. 4 FT.
POLES TO BE INSTALLED BEHIND 5' SIDEWALK IN CUL-DE-SAC'S
OR OTHER AREAS WHERE ADEQUATE GREEN SPACE @ MIN 4' BOC
IS NOT AVAILABLE.

SPECIAL ATTENTION TO BE PAID TO TREE & OTHER LANDSCAPE PLACEMENT. TREES SHALL NOT BE PLANTED WITHIN 10 FT OR WITHIN THE VICINITY OF A LIGHT &/OR POLE WHICH WOULD INTERFERE WITH ILLUMINATION OR FUNCTIONALITY OF THE LIGHT &/OR POLE.

IT IS THE DEVELOPER'S RESPONSIBILITY FOR STAKING EACH LIGHT POLE LOCATION TO MAINTAIN SET-BACKS AND AVOID CONFLICTS WITH OTHER EQUIPMENT/SIDEWALKS/DRIVES, UTILITIES, ETC.
ONCE CONDUIT IS INSTALLED, CHARGES WOULD APPLY TO RELOCATE ANY LIGHTING EQUIPMENT.

DEVELOPERS SIGNATURE: _____
DATE: _____

NOTE: NO CUSTOMER-OWNED ATTACHMENTS ARE PERMITTED ON ANY TECO EQUIPMENT (POLES, LIGHTS, SERVICES, ETC.). THIS IS A 10 YEAR SYSTEM LIGHTING SYSTEM WITH A 10 YEAR ANNUAL RENEWAL PROCEEDING THE 10 YEAR COMMITMENT (CUSTOMERS ARE NOT ALLOWED TO PURCHASE TECO LIGHTING SYSTEMS). CUSTOMER TO GET DARK SKY DESIGNS APPROVED BY HILLSBOROUGH COUNTY, IF APPLICABLE. FOR USE BY AUTHORIZED REPRESENTATIVES OF TAMPA ELECTRIC COMPANY ONLY. CUSTOMER'S SIGNATURE ON THIS DESIGN ACKNOWLEDGES THE ACCEPTANCE OF SAID DESIGN.

CUSTOMERS SIGNATURE: _____
DATE: _____

Google Earth

© 2020 Google

Plan View
Scale - 1" = 30ft

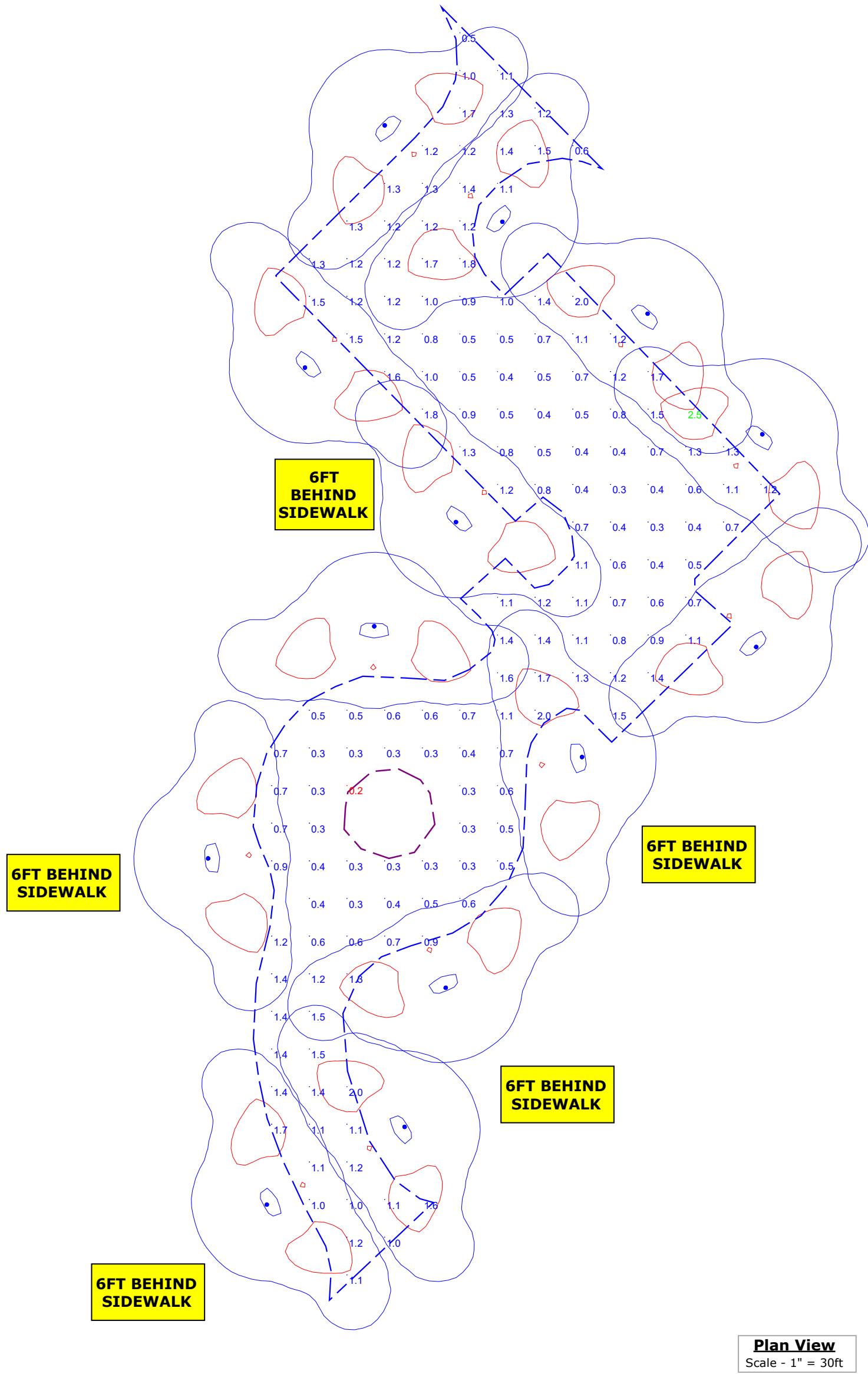
200 ft



Designer
da Castro
Rev #1
7/2020
R 2231331
Scale: 1"= 30FT
Sheet Size: 24x36
Sheets IES: YES
Public Parking Lot

Schedule											
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
	971	13	Holophane	PTUE2 P20 30K XX GL3	55W Post Top Utility, Type 3, 3000K	LED Array	1	TSN 2126420.ies	5240	0.9	55

Statistics						
Description	Symbol	Avg	Min	Max/Min	Max	Avg/Min
Basic Parking Lot		1.0 fc	0.2 fc	12.5:1	2.5 fc	5.0:1



GENERAL LIGHTING NOTES:
1. INSTALL (13) 55W UTILITY LIGHTS ON 16 FT ALUMINUM POLES.
INSTALLED PER SPEC 17-60 (SIM).
2. LIGHTING LAYOUT DOES MEET IES (ILLUMINATING ENGINEERING SOCIETY) CRITERIA FOR BASIC PARKING LOT.
3. THESE PHOTOMETRICS ARE INTENDED FOR DESIGN AND EVALUATION PURPOSES ONLY. THE NUMERIC SUMMARY SHOWN IS BASED ON A COMPUTER LIGHTING PROGRAM WITH APPROXIMATED PARAMETERS. THEREFORE, THE PHOTOMETRICS MAY VARY FROM ACTUAL FIELD CONDITIONS.
4. LIGHTS DESIGNED FOR MOUNTING HEIGHT = 13FT ABOVE GROUND.
5. NOTE ON PLANS: PLANS DESIGNED FOR CODE COMPLIANCE WITH LDC PART 6.10.00 AND IESNA OUTDOOR LIGHTING.
6. NOTE ON PLANS THAT: PRIOR TO THE ISSURANCE OF A CERTIFICATION OF OCCUPANCY FOR THE PROJECT, THE OUTDOOR LIGHTING UTILITY OF RECORD SHALL PROVIDE CERTIFICATION TO THE BUILDING SERVICES THAT THE LIGHTING SYSTEM AS INSTALLED COMPLIES WITH THE PROVISIONS OF THE HC LDC 6.10.01.G.

**STAKING REQUIREMENTS:
LIGHT POLE SET-BACKS IN PARKING LOTS ARE DESIGNED IN GREEN AREAS AT 6FT BOC. (MIN 4FT BOC), UNLESS NOTED OTHERWISE.

LIGHT POLE CLEARANCE FROM ANY FIRE HYDRANT IS MIN. 4 FT. POLES TO BE INSTALLED BEHIND 5' SIDEWALK IN CUL-DE-SAC'S OR OTHER AREAS WHERE ADEQUATE GREEN SPACE @ MIN 4' BOC IS NOT AVAILABLE.

SPECIAL ATTENTION TO BE PAID TO TREE & OTHER LANDSCAPE PLACEMENT. TREES SHALL NOT BE PLANTED WITHIN 10 FT OR WITHIN THE VICINITY OF A LIGHT &/OR POLE WHICH WOULD INTERFERE WITH ILLUMINATION OR FUNCTIONALITY OF THE LIGHT &/OR POLE.

IT IS THE DEVELOPER'S RESPONSIBILITY FOR STAKING EACH LIGHT POLE LOCATION TO MAINTAIN SET-BACKS AND AVOID CONFLICTS WITH OTHER EQUIPMENT/SIDEWALKS/DRIVES, UTILITIES, ETC.
ONCE CONDUIT IS INSTALLED, CHARGES WOULD APPLY TO RELOCATE ANY LIGHTING EQUIPMENT.

DEVELOPERS SIGNATURE: _____
DATE: _____

NOTE: NO CUSTOMER OWNED ATTACHMENTS ARE PERMITTED ON ANY TECO EQUIPMENT (POLES, LIGHTS, SERVICES, ETC.). THIS IS 10 YEAR LEASED LIGHTING SYSTEM WITH A 1 YEAR AUTOMATIC RENEWAL PROCEEDING THE 10 YEAR COMMITMENT (CUSTOMERS ARE NOT ALLOWED TO PURCHASE TECO LIGHTING SYSTEMS). CUSTOMER TO GET DARK SKY DESIGNS APPROVED BY HILLSBOROUGH COUNTY, IF APPLICABLE. FOR USE BY AUTHORIZED REPRESENTATIVES OF TAMPA ELECTRIC COMPANY ONLY.
CUSTOMER'S SIGNATURE ON THIS DESIGN
ACKNOWLEDGES THE ACCEPTANCE OF SAID DESIGN.

CUSTOMERS SIGNATURE: _____
DATE: _____



Tampa Electric Company

LIGHTING SERVICES PROPOSAL

Proposal ID: 12009

Contact Name: MONICA VITALE

Work Request Number: 2231331

Billing Name: PANTHER TRACE CDD

TECO Rep: Stephanie Paul

Billing Address: BRAMFIELD DRIVE RIVERVIEW, FL 33579-0000

Business Partner #

Site Address: BRAMFIELD DRIVE RIVERVIEW, FL 33579-0000

Description	Qty	Rate	TSN
Utility PT III - 3K 55 Watts LED Black	13	971	2129330
Tenon - DB Aluminum 16 Ft Black	13	586	2005654

Light & Pole Charge: 442.26**Detailed Billing Items:****Energy Charge:** + 6.76**Clauses Total****Base Charges for Facilities** = 449.02**Power Relay:** + 0.00**Conservation:** 0.26**Refund Credit:** - 0.00**Capacity Recovery** 0.00**Fuel Charge:** + 7.67**Environ. Cost Recovery:** 0.78**Energy Mgmt Credit:** - 0.00**Fuel Charge Subject to City tax:** 0.00**Gross Receipts:** + 0.39**Franchise Fee:** + 0.00**City Tax:** + 0.00**Light & Pole & Area Taxes:** + 0.00**Fuel/Clauses/Fees&Taxes:** = 9.10**Total Bill** = 458.12**Total Deposit** = 900.00**Contribution-in-Aid-of-Construction****Amount**

No CIAC - The Lighting Engineer has determined that there is no contribution-in-aid-of-construction (CIAC) for this job. \$0.00

EXHIBIT 6

January 26, 2021

PANTHER TRACE CDD-PHASE I FACILITIES DIRECTOR REPORT

AQUATICS REPORTS

Reports will be available to Supervisors upon request.

Maintenance

- i. Monthly maintenance is ongoing per contract.

LANDSCAPE

- The well usage reports are available upon request.
- Inspection Report and Grade sheet included in this report.

CLUBHOUSE POOL PLAYGROUND

Maintenance

- Demo and installation of the new playground has begun (as the time of this report I do not have a completion date, however I hope to have a better idea at the meeting)
- Pressure washing of the sidewalks, retaining wall and cabana will be scheduled for completion after the playground installation has been finalized.

AMENITIES UPGRADES

- Survey Preview Under Separate Cover

Events

- Blood Drive January 25, 2021
- Request from Spurlino Y for Swim lessons
- Discussions on how to safely handle upcoming events is being discussed.
- Ideas are welcome and encouraged.

EXHIBIT 7



PANTHER TRACE CDD

LANDSCAPE INSPECTION

December 22, 2020

ATTENDING:

MONICA VITALE – PANTHER TRACE CDD

GARTH RINARD – LMP

PAUL WOODS – OLM, INC.

SCORE: 93.5%

NEXT INSPECTION

JANUARY 22ND, 2021 AT 1:30 PM

PLEASE MAKE NOTE OF CHANGE IN JANUARY INSPECTION

CATEGORY I: MAINTENANCE CARRYOVER ITEMS

NONE

CATEGORY II: MAINTENANCE ITEMS

CLUBHOUSE

1. **Control disease in Flax Lilies grooming out spent foliage.**
2. Monitor insect pressure on Eugenia Topiary treating systemically.
3. Control bed weeds in Indian Hawthorn plantings, removing volunteer Elms as weeds.
4. Around the tennis and volleyball courts: Prune suckering growth in Oaks and Sycamores up to 15 feet.
5. Between the basketball court and tennis court: During periods of dormancy, I recommend tip pruning Crape Myrtles up to 15 feet.

COMMONS

6. Bramfield / Panther Trace intersection: Prune the stub on the Oak tree at the northeast corner.
7. Monitor King Sago palm confirming Cycad Scale is in decline.

PANTHER TRACE BLVD.

8. Repair under warranty areas of failed St. Augustine turf due to fungal pressure.
9. On the west bound lane near Barkwind at the Huntington berm: Tamp the ruts in the right of way.
10. Use liquid fertilizers and fungicides to improve Ligustrums.
11. Barkwind entrance: Prune deadwood from the Pine tree.

12. Remove any stubs and weak attachments from roadside Oaks up to 15 feet.

301 FRONTAGE BERM

13. Collect fallen pine straw to use as mulch across the Oleander hedgerows.
14. Thoroughly detail the frontage strip removing trash in conjunction with mowing services.
15. Along the large conservation easement at the Navigation and Stand Bridge intersection: Prune back Brazilian Pepper overgrowing mowables.
16. Center median island at Greystone: Verify irrigation coverage confirming there is not a weeping valve.
17. Remove crack weeds in sidewalks.

BERKSHIRE

18. Along the frontage berm between the well and the entrance: Repair St. Augustine turf under warranty.
19. **Along the frontage: Improve nutrition and control Asiatic Cycad Scale on King Sagos.**
20. Rodeo ponds: Remove litter around the ponds.
21. Hawthorn entrance: Remove the Ligustrum leaf litter in the island.
22. Prune any Oak limbs obstructing streetlamps up to 15 feet. If branches exceed contract limits provide a proposal for arbor care services.

CATEGORY III: IMPROVEMENTS – PRICING

1. Provide a price for top fill to level and reestablish uniform grade in areas of the park that have been eroded or compacted to a point where the mowables are unlevel.
2. Stratford entrance: Provide a price to supplement Society Garlic, these perennial beds were a substitute for previous seasonal color and would benefit from replacements periodically.

CATEGORY IV: NOTES TO OWNER

1. Attention Monica- The cap of the light bollard at the clubhouse central column sidewalk is damaged and missing.
2. Attention Monica- There is graffiti at the picnic pavilion near the west entrance to the tennis courts.
3. The contractor will mow the week between Christmas and New Years.

4. The street sign to the west of the Greystone entrance at Grace Hill Place has been damaged.
5. Merry Christmas and Happy New Year from OLM!

CATEGORY V: NOTES TO CONTRACTOR

1. For scheduling purposes, I recommend seasonal reductive pruning in Loropetalum and Snow on the Mountain at the beginning of the year.
2. Merry Christmas and Happy New Year from OLM!

PGW:kn

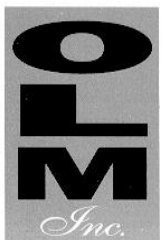
cc: Monica Vitale ptreccentermanager@verizon.net
Scott Carlson scott.carlson@lmppro.com
Garth Rinard garth.rinard@lmppro.com
Barbara Gonzalez ARpayments@lmppro.com

PANTHER TRACE

MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET

A. LANDSCAPE MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
TURF	5		
TURF FERTILITY	15		
TURF EDGING	5		
WEED CONTROL – TURF AREAS	10		
TURF INSECT/DISEASE MANAGEMENT	10	-4	Repair fungal damage und warranty
PLANT FERTILITY	5	-1	Ligustrum
WEED CONTROL – BED AREAS	10		
PLANT INSECT/DISEASE CONTROL	10	-2	Ligustrum
PRUNING	10		
CLEANLINESS	10	-2	Improve leaf removal
MULCHING	5		
WATER/IRRIGATION MANAGEMENT	15		Reduce to zero until drying occurs.
CARRYOVERS	5		

B. SEASONAL COLOR/PERENNIAL MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
VIGOR/APPEARANCE	10		
INSECT/DISEASE CONTROL	10		
DEADHEADING/PRUNING	10		
MAXIMUM VALUE	145		



Date: 12-22-20 Score: 93.5 Performance Payment™ 100%

Contractor Signature: _____

Inspector Signature: _____

Property Representative Signature: _____

January 18, 2021

Monica Vitale, LCAM, Facilities Director
Panther Trace CDD – Phase I
12515 Bramfield Dr.
Riverview, Florida 33579

Re: Landscape Maintenance – Weekly update

Monica,

For your review, below are landscape maintenance related items completed for the week of 01/11/21:

1. Mow, edge, line trim, blow common area St. Augustine, Sports field, and ponds – Bye week
 - a. Note: Bahia pond mowing cycles shift to a bi-weekly schedule the week of 9/28 and continue bi-weekly through mid-April 2021.
2. Removal of trash, litter, debris, and signage along Panther Trace Blvd. and entrances – including pond shorelines.
3. General trimming/ pruning shrub/ hedges along Panther Trace Blvd.
4. Round-up weed control.
5. Turf application(s) for turf weed and fungal control.
6. Water schedules set in accordance with new restrictions.
7. Note: Water restriction changes: Effective 1/4/21 per Hillsborough County, residents and properties located south of the Alafia River (South County) are required to adjust to new watering restrictions. The new restrictions allow for watering only one day per week and change the watering window hours and duration.

Watering can occur between the hours of 8:30 am – 12:00 pm and 6:00 pm – 11:59 pm. This amounts to a 9.5 hour watering window versus the current 13 hour window. Restrictions remain in effect until the end of 2022.

Some links for additional information:

[Hillsborough County - Watering Restrictions Set to Improve Water Pressure in South County](#)

[Hillsborough County - Find My Watering Days](#)

[Proposed Ordinance for Water Use Restrictions Effective as of Jan. 4, 2020
\(hillsboroughcounty.org\)](#)

8. Note: Florida Automated Weather Network (FAWN) – Balm/ Riverview Station reports rainfall measurements for the week of 01/11/21 – 01/18/21 was a total of 0.11" with a maximum rainfall amount of 0.03" on Friday 01/15/21. Soil temperatures reported as 62.96 degrees.

9. Panther Trace Weather Station (KFLRIVER99) reporting for Monday 01/18/21 – maximum rainfall of .16” with a cumulative total for the week of 0.17”.

Should you have any questions or need further information please do not hesitate to contact me at your convenience.

Thank you,

Garth Rinard

Garth Rinard, Account Manager

O: 813.757.6500

C: 813.478.9678

garth.rinard@lmppro.com

cc: Paul Woods, OLM, Inc.