

# **PANTHER TRAILS COMMUNITY DEVELOPMENT DISTRICT**

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District Office · 9428 Camden Field Parkway · Riverview, Florida 33569

**PANTHER TRAILS  
COMMUNITY DEVELOPMENT DISTRICT  
SEPTEMBER 27, 2016**

# PANTHER TRAILS COMMUNITY DEVELOPMENT DISTRICT AGENDA

**September 27, 2016 at 5:30 p.m.**

To be held at the Carriage Pointe Clubhouse, 11796 Ekker Road, Gibsonton, FL 33534

<b>District Board of Supervisors</b>	Carrie Macsuga Jennifer Murray Yudelkis Mitchell Patrick Maher Dean Grable	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Sandy Oram	Rizzetta & Company, Inc.
<b>District Attorney</b>	Scott Steady	Burr Forman, LLP
<b>District Engineer</b>	Tonja Stewart	Stantec, Inc.

**All cellular phones and pagers must be turned off during the meeting.**

### **The District Agenda is comprised of five different sections:**

The meeting will begin promptly at **5:30 p.m.** with the first section which is called **Audience Comments**. The Audience Comments portion of the agenda is when individuals may comment on matters that concern the District. Each individual is limited to three **(3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Items**. The Business Items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 933-5571 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshop sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 933-5571, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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 the appeal is to be based.

**PANTHER TRAILS COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 3434 COLWELL AVENUE• SUITE 200 • TAMPA, FL 33614**  
**www.panthertrailscdd.org**

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September 19, 2016

**Board of Supervisors**  
**Panther Trails Community**  
**Development District**

Dear Board Members:

The **special** meeting of the Board of Supervisors of Panther Trails Community Development District will be held on **Tuesday, September 27, 2016 at 5:30 p.m.** at the Carriage Pointe Clubhouse, located at 11796 Ekker Road, Gibsonton, FL 33534. The following is the tentative agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**  
None
- 4. BUSINESS ITEMS**
  - A.** Consideration of Second Amendment to the Funding and Acquisition Agreement with Lennar (under separate cover)
  - B.** Consideration of Resolution 2016-08, Delegation Resolution
    - a. Escrow Deposit Agreement
    - b. Second Supplemental Trust Indenture (under separate cover)
  - C.** Public Hearing on Imposition of Special Assessments for 2016 Bonds
    1. Presentation of Final Supplemental Special Assessment Allocation Report (under separate cover)
  - D.** Public Hearing on Adoption of Assessment Roll for 2016 Bonds
    1. Consideration of Resolution 2016-09, Approving Series 2016 Special Assessments
  - E.** Consideration of a Board Supervisor Resignation (Dean Grable).....Tab 1
  - F.** Consideration of a Board Supervisor Replacement
    1. Review of Sunshine Law
    2. Administer Oath of Office.....Tab 2
  - G.** Consideration of Cost Share Agreement for Golf Car.....Tab 3
- 5. STAFF REPORTS**
  - A.** District Counsel
  - B.** District Engineer
  - C.** Clubhouse Manager
  - D.** District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,

*Sandy Oram*

Sandy Oram  
District Manager

cc: Carrie Macsuga, Chairman  
Scott Steady, District Counsel

# Tab 1

2 SEP 16

To Whom It May Concern:

I, DEAN GRABLE, hereby submit my resignation from the  
PANTHER TRAILS Community Development District Board of Supervisors effective  
2 SEP 16.

DHG  
Signature

2 SEP 16  
Date

## **Tab 2**

**PANTHER TRAILS  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISOR  
OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF PANTHER TRAILS COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA.

\_\_\_\_\_  
Signature

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

On this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, before me, personally appeared \_\_\_\_\_ to me well known and known to me to be the person described in and who took the aforementioned oath as a Board Member of the Board of Supervisors of Panther Trails Community Development District and acknowledged to and before me that they took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_  
Notary Public  
STATE OF FLORIDA

My commission expires on: \_\_\_\_\_

## **Tab 3**

## **GOLF CAR AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of September, 2016, by and between the **PANTHER TRAILS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes (the “District”) and the **CARRIAGE POINTE HOMEOWNERS ASSOCIATION, INC.** (the “Association”).

### **RECITALS**

**WHEREAS**, the District has entered into a Lease-Purchase Agreement with PNC Equipment Finance, LLC to obtain a golf car for use by the District’s staff to support services provided to the residential community; and

**WHEREAS**, it is in the best interest of the District and its residents to share the use and cost of the golf car with the Association and their staff. The costs to be shared include the cost of the shed to store the golf car.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and other good and valuable consideration between the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereof, the parties agree as follows:

1. **Recital.** The recitals above are incorporated herein.
2. **Fee.** Beginning on January 1, 2017, and for each succeeding month for 36 months, the Association shall remit a monthly payment of \$290.00 to the District’s management company for the use of the golf car as outlined herein. Each monthly payment shall be due on the 1<sup>st</sup> day of the month. Subsequent payments shall be increased to reflect any repair or maintenance costs associated with the golf car or shed, which shall be split 50/50 between the District and the Association.
3. **Authorized Person.** Only those individuals authorized by the Association shall utilize the golf car.
4. **Insurance.** The Association shall maintain liability insurance covering any losses for personal injury or property damage, resulting from the use of the golf car by the Association.
5. **Indemnity.** The Association hereby indemnifies, defends and holds the District harmless, from and against any claims arising out of or resulting from the use by the Association of the golf car. Claims mean any and all claims, losses, costs, injuries, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, law or equity, or otherwise), charges, assessments, fines, penalties of any kind (including court costs and attorneys’ fees).
6. **Cancellation.** Either party may cancel this Agreement with 30 days’ written notice, with no funds returned to the Association regardless of which party cancels this Agreement.

7. **Term.** The term of this Agreement shall be through December 31, 2019. The provisions of Paragraphs 4 and 5 herein shall survive the termination of this Agreement.

8. **Applicable Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Hillsborough County, Florida.

9. **Effective Date.** This Agreement shall be effective after execution by both the District and the Landowners.

10. **Public Records.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

11. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

12. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

14. **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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the Parties execute this Agreement the day and year first written above.

Attest:

**PANTHER TRAILS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

Witness:

**CARRIAGE POINTE HOMEOWNERS  
ASSOCIATION, INC.**  
a Florida corporation

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_