

PTC

**COMMUNITY DEVELOPMENT
DISTRICT**

August 29, 2024

**BOARD OF SUPERVISORS
SPECIAL MEETING
AGENDA**

PTC

COMMUNITY DEVELOPMENT DISTRICT

**AGENDA
LETTER**

PTC Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

August 22, 2024

Board of Supervisors
PTC Community Development District

ATTENDEES:

Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Dear Board Members:

The Board of Supervisors of the PTC Community Development District will hold a Special Meeting on August 29, 2024 at 11:00 a.m., at the 30435 Commerce Dr., Unit 105, San Antonio, Florida 33576. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Bob Tankel [Seat 3]
4. Consider Appointment of Lee Thompson to Fill Unexpired Term of Seat 3; *Term Expires November 2024*
 - Administration of Oath of Office (*the following will also be provided in a separate package*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligation and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
5. Acceptance of Resignation of Clif Fischer [Seat 4]
6. Consider Appointment of Thatcher Brown to Fill Unexpired Term of Seat 4; *Term Expires November 2024*
 - Administration of Oath of Office
7. Consideration of Resolution 2024-06, Electing and Removing Officers of the District and Providing for an Effective Date

8. Consideration of CH II Management, LLC Recommendation Letters
 - A. Phillips & Jordan, Inc. Revised Change Order Request #9, dated July 2, 2024
 - B. Phillips and Jordan, Inc. Change Order Request #27, dated August 26, 2024 [Addition of Meandering Sidewalks, Landscape and Irrigation to the PTC Phase 1A Scope]
9. Presentation of Audited Annual Financial Report for Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank
10. Consideration of Resolution 2024-07, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023
11. Ratification Items
 - A. Integra Realty Resources – Southwest Florida Proposal/Authorization for Valuation and Consulting Services Tracts W1, W2, W3 and W4
 - B. Mortensen Engineering, Inc. Items
 - I. Invoice 2731 [\$10,000.00 Pasco Town Center WA No. 2]
 - II. Invoice 2732 [\$8,000.00 Pasco Town Center WA No. 7]
 - C. GeoPoint Surveying, Inc. Items
 - I. Work Authorization 2 [Miscellaneous Staking and Survey Services for SR 52 and McKendree Road Project]
 - D. Lincks & Associates, LLC Professional Traffic Engineering Services Agreements
 - I. Signal Improvements
 - II. Roadway Improvements
12. Consideration of Resolution 2024-08, Acknowledging That Certain Proceeds of the PTC Community Development District Series 2023 Bonds Shall be Allocated Towards and Reserved for a Portion of the Costs of the McKendree Road 1st Extension Project Relating to the State of Florida Department of Transportation Improvements; Providing a Severability Clause; and Providing an Effective Date
13. Acceptance of Unaudited Financial Statements as of July 31, 2024
14. Approval of July 26, 2024 Public Hearing and Regular Meeting Minutes
15. Staff Reports
 - A. District Counsel: *Kilinski / Van Wyk PLLC*

B. District Engineer: *Clearview Land Design, P.L.*

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- UPCOMING MEETINGS

- October 25, 2024 at 11:00 AM [Regular Meeting]

- November 5, 2024 at 10:00 AM [Landowners' Meeting; *Board is Not Required to Attend*]

- QUORUM CHECK

SEAT 1	MICHAEL WOLF	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JEFF PORTER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	LEE THOMPSON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	THATCHER BROWN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JACOB ESSMAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

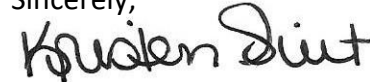
16. Board Members' Comments/Requests

17. Public Comments

18. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (410) 207-1802.

Sincerely,



Kristen Suit
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 943 865 3730

PTC

COMMUNITY DEVELOPMENT DISTRICT

3

From: [Kristen Suit](#)
To: [Daphne Gillyard](#)
Cc: [Gianna Denofrio](#); [Clif Fischer](#)
Subject: Fw: PTC CDD - Resignation
Date: Wednesday, August 7, 2024 2:55:16 PM

Daphne,

Please see Bob Tankel's resignation email below. Please add acceptance of resignation on the next agenda.

Thank you,
Kristen Suit

Kristen Suit
District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Email: suitk@whhassociates.com
Cell: 410-207-1802
Office: 561-571-0010
Fax: 561-571-0013
www.whhassociates.com

Mailing Address (for all payments and correspondence sent via US Mail):
P.O. Box 810036
Boca Raton, FL 33481

Physical Address (for all payments sent via express services):
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this office. Instead, contact this office by phone or in writing.

FRAUD ALERT ----- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.

From: Wolf, Michael <mwolf@columnarinvestments.com>
Sent: Wednesday, August 7, 2024 2:46 PM
To: Kristen Suit <suitk@whhassociates.com>; Jennifer Kilinski <jennifer@cddl原因.com>
Subject: Fw: PTC CDD - Resignation

See below. Thanks!

From: Bob Tankel <bob@tankellawgroup.com>

Sent: Wednesday, August 7, 2024 2:19 PM
To: lagof@whhassociates.com <lagof@whhassociates.com>
Subject: PTC CDD - Resignation

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Mr. Lago;

I am resigning as a member of the referenced CDD. It's been a pleasure to serve, but I have other issues I need to address. Let me know if you need anything more formal.

Best, Bob Tankel

Robert L. Tankel
For the Firm

THIS COMMUNICATION IS FROM A DEBT COLLECTOR, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

Articles, video updates, and my Blog is on our website, www.TankelLawGroup.com.

Like us on Facebook for updates and comments:
<https://www.facebook.com/TankelLawGroup/>

INFORMATION CONTAINED IN THIS TRANSMISSION IS ATTORNEY PRIVILEGED AND CONFIDENTIAL. IT IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE. THANK YOU.

We have implemented a sustainability initiative throughout the firm; as a result, this may be the only means by which the material contained herein is provided to the recipient.

TANKEL LAW GROUP.
1022 MAIN ST. SUITE D
DUNEDIN FL 34698
727.239.0295 V
727.736.2305 F
888.266.3652 Toll-Free

PTC

COMMUNITY DEVELOPMENT DISTRICT

4A



KILINSKI | VAN WYK

MEMORANDUM

To: Board of Supervisors

From: Kilinski | Van Wyk PLLC

Date: January 5, 2024

Re: Updates and Reminders: Ethics Training for Special District Supervisors and Form 1

As a follow up to our communication in July of 2023, the purpose of this memorandum is to remind our clients of new ethics training requirements applicable to Special District Supervisors. This requirement is the result of changes to Section 112.3142, *Florida Statutes*, which were passed during the 2023 Legislative Session. **The new requirements will apply in 2024.**

What is required and when is the deadline?

Supervisors will be required to complete four (4) hours of training each calendar year. For those Supervisors seated on or before March 31, 2024, the four hours of training must be completed by December 31, 2024. For new Supervisors seated after March 31, 2024, training must be completed by December 31, 2025. The training must address, at a minimum, Article II of the State Constitution, the Code of Ethics for Public Officers and Employees, and Florida's public records and open meetings laws. It may be completed by taking a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required information is covered. Compliance will be reported on Form 1 each year.

Where can I find training materials?

The Florida Commission on Ethics has provided links to on-demand courses on their Ethics Training web page: <https://ethics.state.fl.us/Training/Training.aspx>. There are also many courses – both free and for a charge – available online and in-person. Kilinski | Van Wyk will be offering customized training sessions for existing clients upon request. If you have questions about whether a particular course meets the requirements, or if you would like to request a customized training session, please consult your Kilinski | Van Wyk attorney. There may also be the ability to include training within your existing Board meeting schedule.

Form 1 Submittal Changes.

Beginning January 1, 2024, Form 1 will no longer be filed with your local Supervisor of Elections office. Instead, all Form 1s will be filed electronically with the Commission on Ethics. Please see detailed directions on filing here: <https://ethics.state.fl.us/>. Please note that Special District Supervisors are not required to file Form 6.

2023 Form 1 - Statement of Financial Interests

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write "none" or "n/a")

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000)
(If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

Liabilities

LIABILITIES (Major debts valued over \$10,000):
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Filer

Digitally signed:

Filed with COE:

E-FILING SAMPLE

2023 Form 1 Instructions

Statement of Financial Interests

Notice

The annual Statement of Financial Interest is due July 1, 2024. If the annual form is not submitted via the electronic filing system created and maintained by the Commission September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

When To File:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2023.

Who Must File Form 1

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
9. Members of governing boards of charter schools operated by a city or other public entity.
10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

ATTACHMENTS: A filer may include and submit attachments or other supporting documentation when filing disclosure.

PUBLIC RECORD: The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

QUESTIONS about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

Instructions for Completing Form 1

Primary Sources of Income

[Required by s. 112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**
2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

Interests in Specified Businesses

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

Training Certification

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

PTC

COMMUNITY DEVELOPMENT DISTRICT

4B

BOARD OF SUPERVISORS

MEMBERSHIP, OBLIGATIONS AND RESPONSIBILITIES

A Community Development District ("District") is a special-purpose unit of local government which is established pursuant to and governed by Chapter 190, Florida Statutes.

The Board

The Community Development District ("District") is governed by a five (5)-member Board of Supervisors ("Board"). Member of the Board "Supervisor(s)" are elected in accordance with Section 190.006, F.S., either upon a one (1)-vote per one (1)-acre basis ("landowner voting") or through traditional elections ("resident voting"), depending upon the number of registered voters in the District and the length of time which has passed since the establishment of the District.

A CDD Board typically meets once per month, but may meet more often if necessary. Board meetings typically last from one (1) to three (3) hours, depending upon the business to be conducted by the Board. Prior to the meeting, each Supervisor is supplied with an agenda package which will contain the documents pertaining to the business to be considered by the Board at a particular meeting. A Supervisor should be willing to spend time reviewing these packages prior to each meeting, and may consult with District Staff (General Counsel, Management, Engineering, etc.) concerning the business to be addressed.

Qualifications of Supervisors

Each Supervisor must be a resident of the state of Florida and a citizen of the United States. Once a District has transitioned to resident voting, Supervisors must also be residents of the District.

Compensation

By statute, Board Members are entitled to be paid \$200 per meeting for their service, up to an annual cap of \$4,800 per year. To achieve the statutory cap, the District would have to meet twice each month, which is rare.

Sometimes Supervisors who are employees of the primary landowner waive their right to compensation, although this is not always the case.

Responsibilities of Supervisors

The position of Supervisor is that of an elected local public official. It is important to always remember that serving as an elected public official of a District carries with it certain restrictions and obligations. Each Supervisor, upon taking office, must subscribe to an oath of office acknowledging that he/she is a public officer, and as a recipient of public funds, a supporter of the constitutions of the State of Florida and of the United States of America.

Each Supervisor is subject to the same financial disclosure requirements as any other local elected official and must file a Statement of Financial Interests disclosing

sources of income, assets, debts, and other financial data, with the Supervisor of Elections in the County where he/she resides.

A Supervisor must act in accordance with the Code of Ethics for Public Officers and Employees, codified at Part III, Chapter 112, F.S., which addresses acceptance of gifts, conflicts of interest, etc. By law, it is not a conflict of interest for an employee of the developer to serve on a CDD Board of Supervisors.

Since a District is a unit of local government, the Sunshine Law (Chapter 286, F.S.) applies to Districts and to the Supervisors who govern them. In brief, the Sunshine Law states that two(2) or more Supervisors may never meet outside of a publicly noticed meeting of the Board and/to discuss District business.

Florida's Public Records Law (Chapter 119, F.S.) also applies to Districts and Supervisors. All records of the District, and the records of each individual Supervisor relating to the District, are public records. As such, any member of the public may inspect them upon request. Supervisors are therefore urged to keep any District records or documents in a separate file to allow ease of access by the public or press.

Conclusion

The position of Supervisor of a Community Development District is an important one, requiring both the time and the dedication to fulfill the responsibilities of a position of public trust. It should not be undertaken lightly. Each new Supervisor should enter office fully cognizant of the ethical, legal, and time requirements which are incumbent upon those who serve as Supervisors.

PTC

COMMUNITY DEVELOPMENT DISTRICT

4C

FLORIDA COMMISSION ON ETHICS



GUIDE to the SUNSHINE AMENDMENT and CODE of ETHICS for Public Officers and Employees

2024

State of Florida

COMMISSION ON ETHICS

Ashley Lukis, *Chair*
Tallahassee

Michelle Anchors, *Vice Chair*
Fort Walton Beach

William P. Cervone
Gainesville

Tina Descovich
Indialantic

Freddie Figgers
Fort Lauderdale

Luis M. Fusté
Coral Gables

Wengay M. Newton, Sr.
St. Petersburg

Kerrie Stillman
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

TABLE OF CONTENTS

I. HISTORY OF FLORIDA'S ETHICS LAWS.....	1
II. ROLE OF THE COMMISSION ON ETHICS.....	2
III. THE ETHICS LAWS.....	2
A. PROHIBITED ACTIONS OR CONDUCT	3
1. Solicitation or Acceptance of Gifts	3
2. Unauthorized Compensation	4
3. Misuse of Public Position	4
4. Abuse of Public Position	4
5. Disclosure or Use of Certain Information.....	4
6. Solicitation or Acceptance of Honoraria	5
B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS	5
1. Doing Business With One's Agency	5
2. Conflicting Employment or Contractual Relationship.....	6
3. Exemptions	6
4. Additional Exemption	8
5. Lobbying State Agencies by Legislators.....	8
6. Additional Lobbying Restrictions for Certain Public Officers and Employees	8
7. Employees Holding Office	8
8. Professional & Occupational Licensing Board Members	9
9. Contractual Services: Prohibited Employment	9
10. Local Government Attorneys	9
11. Dual Public Employment	9
C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES.....	10
1. Anti-Nepotism Law	10
2. Additional Restrictions	10
D. POST OFFICEHOLDING & EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS	10
1. Lobbying By Former Legislators, Statewide Elected Officers, and Appointed State Officers	10
2. Lobbying By Former State Employees.....	11
3. 6-Year Lobbying Ban	12
4. Additional Restrictions on Former State Employees	12
5. Lobbying By Former Local Government Officers and Employees.....	13

E. VOTING CONFLICTS OF INTEREST	13
F. DISCLOSURES	14
1. Form 1 - Limited Financial Disclosure	15
2. Form 1F - Final Form 1.....	19
3. Form 2 - Quarterly Client Disclosure	19
4. Form 6 - Full and Public Disclosure	20
5. Form 6F - Final Form 6.....	21
6. Form 9 - Quarterly Gift Disclosure	21
7. Form 10 - Annual Disclosure of Gifts from Governmental Entities and Direct Support Organizations and Honorarium Event-Related Expenses	22
8. Form 30 - Donor's Quarterly Gift Disclosure.....	23
9. Forms 1X and 6X – Amendments	24
IV. AVAILABILITY OF FORMS	24
V. PENALTIES	25
A. For Violations of the Code of Ethics	25
B. For Violations by Candidates	25
C. For Violations by Former Officers and Employees	25
D. For Lobbyists and Others.....	26
E. Felony Convictions: Forfeiture of Retirement Benefits	26
F. Automatic Penalties for Failure to File Annual Disclosure.....	26
VI. ADVISORY OPINIONS	27
A. Who Can Request an Opinion.....	27
B. How to Request an Opinion.....	27
C. How to Obtain Published Opinions.....	27
VII. COMPLAINTS.....	28
A. Citizen Involvement	28
B. Referrals.....	28
C. Confidentiality.....	28
D. How the Complaint Process Works	29
E. Dismissal of Complaint at Any Stage of Disposition	30
F. Statute of Limitations.....	30
VIII. EXECUTIVE BRANCH LOBBYING	30
IX. WHISTLE-BLOWER'S ACT	31
X. ADDITIONAL INFORMATION	32
XI. TRAINING	32

I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. PROHIBITED ACTIONS OR CONDUCT

1. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec. 112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly

were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. Unauthorized Compensation

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. Misuse of Public Position

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. Abuse of Public Position

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. Disclosure or Use of Certain Information

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. **PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

1. *Doing Business With One's Agency*

- a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or

services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

- b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

- a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions*—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- a) When the business is rotated among all qualified suppliers in a city or county.
- b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter

the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of

the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. *Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. *Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. *Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- b) serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. *FORM 1 - Limited Financial Disclosure*

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is

for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other

political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name or organization on the Commission's website.

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the

issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name and organization on the Commission's website.

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other

than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000*, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

*Conduct occurring after May 11, 2023, will be subject to a recommended civil penalty of up to \$20,000. [Ch. 2023-49, Laws of Florida.]

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. *Who Can Request an Opinion*

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. *How to Request an Opinion*

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. *How to Obtain Published Opinions*

All of the Commission's opinions are available for viewing or download at its website:
www.ethics.state.fl.us.

VII. COMPLAINTS

A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4990

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), and commissioners of community development districts are required to receive a total of four hours training, per calendar year, in the area of ethics, public

records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

PTC

COMMUNITY DEVELOPMENT DISTRICT

4D

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED	NAME OF POLITICAL SUBDIVISION:
	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by
whom I am retained; or
- ☐ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

PTC

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2024-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PTC
COMMUNITY DEVELOPMENT DISTRICT ELECTING AND
REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the PTC Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective August 29, 2024:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of August 29, 2024:

<u>Bob Tankel</u>	<u>Assistant Secretary</u>
<u>Clifton Fischer</u>	<u>Assistant Secretary</u>

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Kristen Suit is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 29TH DAY OF AUGUST, 2024.

ATTEST:

PTC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PTC

COMMUNITY DEVELOPMENT DISTRICT

8A

CH II Management, LLC

Florida Office: 400 Crown Oak Centre Drive, Longwood, FL 32750. Sean Ellis 321.960.2343. Doug South 910.508.0482
Corporate Office: 3879 Maple Avenue, Suite 300, Dallas, TX 75219

August 9, 2024

PTC Community Development District
C/O Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Attn: Kristen Suit, District Manager

Re: Phillips & Jordan, Inc REVISED Change Order Request #9, dated July 2, 2024
CH II Management, LLC Recommendation to PTC CDD Board

Dear Kristen,

Please accept this letter to present to the PTC CDD Board as recommendation to accept the enclosed Phillips & Jordan, Inc.'s (P&J) Revised Change Order Request # 9 (COR # 9), labeled "Wetland Topo Discrepancy Additional Fill" in the amount of \$ 491,941.47. This recommendation is to resolve a claim made by P&J in September 2023 that there was not sufficient topographical information provided on the Mass Grading Bid Set Construction Plans within the wetland limits to calculate the amount of fill required in those wetland areas, and that the elevation in these areas could not be verified at time of bid (or at time that the topographic survey was conducted) due to standing water and heavy vegetation within the wetland limits. As a result, the contour lines of the outer perimeter of the wetlands were the only information available which was the elevation assumed for bid purposes.

After dewatering and clearing operations were complete it became evident that the average interior depth of the wetlands was approximately 1.36' below the outer perimeter contour lines. The soil required to fill this additional depth of the 39 acres of the removed wetlands was estimated to be 85,721 cubic yards (cy). This would have resulted in a cost increase of \$1,722,134.80, using the import fill rate of \$20.99 per cy. COR #9, as originally submitted, reflected these numbers. CH II Management, LLC (CH II) recommended at the time that the Board not approve the change order as presented. Since that recommendation CH II held discussions with P&J, during which we sought creative measures to deliver the grading plan while reducing the change order amount.

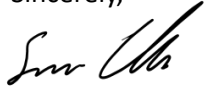
P&J devised a plan and, after discussing the plan with CH II, proceeded to take extraordinary measures to find veins of suitable fill material below the pond bottoms to generate additional on-site fill. This exercise resulted in harvesting 19,456 cy of soil. In tandem to this effort, P&J strategically swapped 54,188 cy of pond bank material suitable for structural fill with other on-site soils that were suitable for pond banks, but not necessarily suitable for structural fill. Both efforts were monitored and approved by the District's material testing engineer and provided enough material to eliminate the need to import additional fill. It should be noted that the actual additional fill required was 73,644 cy, lower than the previously estimated 85,271 cy.

CH II Management, LLC

Florida Office: 400 Crown Oak Centre Drive. Longwood, FL 32750. Sean Ells 321.960.2343. Doug South 910.508.0482
Corporate Office: 3879 Maple Avenue, Suite 300. Dallas, TX 75219

The result of the efforts made by P&J reduced the change order amount to \$ 491,941.47, a reduction of \$1,230,193.33. Considering the above, and P&J's ability to reduce the change order to less than 30% of the original request, it is CH II's recommendation to accept COR # 9 at a cost of \$ 491,941.47.

Sincerely,



Sean Ells

Director of Operations - Florida
CH II Management, LLC

Enclosure

cc: Doug South



PTC CDD C/O
Mr. Doug South
CH II Management, LLC
400 Crown Oak Centre Drive
Longwood, FL 32750

July 2, 2024

**RE: Pasco Town Center
Request for Change Order-Wetland Topo Verification**

Dear Doug,

Please find below the additional cost associated with the inaccurate topographic information provided within the wetland boundaries. We brought this to your attention and subsequently we met with Jeff Porter and Sean Ells at our office on October 25, 2023 to discuss the potential implications of this shortfall. The topographic information provided during the project procurement process, excluded the areas within the wetlands. With the site being short of fill material, this meant that the additional material required to make up this shortfall would need to be imported. At the time of meeting, we hadn't fully investigated all the wetland elevations and estimated roughly an additional 75,000 CY neat was needed to balance the site. During the meeting we discussed ways to mitigate the cost of importing the fill material. We had mentioned that after we completed the pond excavation, we could search for additional suitable excavation within the ponds to lessen the cost.

We are very pleased that we were able to find sufficient fill material by over-excavating the pond bottoms and side slopes to overcome the topo elevation discrepancy. We completed our survey and found that there was approximately 73,644 cubic yards. Since no import fill material was required, a savings of approx. \$1M was realized. Below is the additional cost associated with over-excavating and burying the muck material.

PASCO TOWN CENTER - WETLAND TOPO VERIFICATION				
DESCRIPTION	QUANTITY	UNIT MEASURE	UNIT PRICE	TOTAL
OVER-EXCAVATION - POND 500A	19,456	CY	\$ 4.00	\$ 77,824.00
OVER-EXCAVATION - POND SLOPES	54,188	CY	\$ 4.00	\$ 216,752.00
BURY MUCK - POND SLOPES & 500A BACKFILL	54,188	CY	\$ 3.50	\$ 189,658.00
CAP BURIED MUCK IN POND SLOPE - 1' FILL	1,315	CY	\$ 4.00	\$ 5,260.00
P&P BOND	1	LS	\$ 2,447.47	\$ 2,447.47
TOTAL				\$ 491,941.47

Phillips & Jordan, Inc.

Request for Change Order-Wetland Topo Verification

Please issue Phillips and Jordan a change order for \$491,941.47.

In closing, we hope the effort that Phillips & Jordan has provided in mitigating costs can be appreciated in our continued partnership.

If you have any questions or comments, please feel free to give me a call.

Respectfully,

PHILLIPS & JORDAN, INC.

A handwritten signature in black ink, appearing to read "Zach Garner", followed by a horizontal line.

Zach Garner
Project Manager

PTC

COMMUNITY DEVELOPMENT DISTRICT

8B

CH II Management, LLC

Florida Office: 400 Crown Oak Centre Drive, Longwood, FL 32750. Sean Ellis 321.960.2343. Doug South 910.508.0482
Corporate Office: 3879 Maple Avenue, Suite 300, Dallas, TX 75219

August 26, 2024

PTC Community Development District
C/O Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Attn: Kristen Suit, District Manager

Re: Phillips & Jordan, Inc Change Order Request #27, dated August 21, 2024
CH II Management, LLC Recommendation to PTC CDD Board

Dear Kristen,

Please accept this letter to present to the PTC CDD Board as recommendation to accept the enclosed Phillips & Jordan, Inc.'s (P&J) Change Order Request # 27 (COR # 27), labeled "Pasco Town Center – Landscaping Phase 1A, Irrigation Phase 1A, Landscaping Phase 1B, Sidewalk and Grading COR # 27" in the amount of \$ 1,480,767.00. This recommendation is primarily based on the need for expert management and coordination to execute a comprehensive landscape and irrigation plan that incorporates a major site plan modification to change both the 12' sidewalk "trail" on the east and north sides of Phase 1A and the 5' sidewalk on the west and south sides of Phase 1A from a linear design as originally permitted to a meandering design to fulfill the vision of the master plan.

The sidewalk construction scope is currently in the P&J Agreement with PTC CDD and is a requirement to be completed to pass final inspections and acceptance of the infrastructure by Pasco County. The landscape and irrigation plans are integral to the sidewalk plan and requires expert management and coordination to not only properly lay out the design but also to incorporate final finished grading and drainage, irrigation sleeving, power meter and final land disturbance stabilization. The landscape and irrigation plans are included in the meandering sidewalk plan that will be a modification to the existing permit set plans. This permit set plan modification will require that the full scope of the modification be completed prior to any final inspections and acceptance of the Phase 1A infrastructure. The Phase 1B landscape scope is very minimal (code minimum) in cost and scope including only 19 trees to be installed around a pond bank and it makes sense to include this scope to also coordinate the final inspections and acceptance of Phase 1B along with Phase 1A.

CH II Management, LLC (CH II) coordinated and cooperated with P&J to solicit competitive landscape & irrigation proposals from six local qualified landscape & irrigation sub-contractors. Five of the six sub-contractors that were solicited provided proposals for consideration. CH II coordinated with P&J to fully analyze the proposals for scope, quantity, unit rate and schedule and participated in the interview process with the two lowest bidders. P&J has selected the lowest bidder, Steadfast Contractors Alliance, to include in the full scope of COR # 27.

CH II Management, LLC

Florida Office: 400 Crown Oak Centre Drive. Longwood, FL 32750. Sean Ells 321.960.2343. Doug South 910.508.0482
Corporate Office: 3879 Maple Avenue, Suite 300. Dallas, TX 75219

In addition to the explanations provided above, CH II's recommendation to accept COR # 27 at a cost of \$ 1,480,767.00 is also in consideration of the need for expert field management to protect existing underground water and sewer utilities, power and streetlight infrastructure as well as existing finished above grade surfaces such as sidewalks, curbs and paving. Approval of the recommendation will place the burden of protection and any cost for damages caused by the landscape and irrigation installation on P&J and release the PTC CDD from claims and liability. If approved, COR # 27 will include a three-month time extension to the Agreement in the associated Change Order and reduce retainage from 5% to 1% after the original Agreement scope is complete.

Sincerely,



Sean Ells
Director of Operations - Florida
CH II Management, LLC

Enclosure

cc: Doug South



August 21, 2024

Mr. Doug South
CH II Management, LLC
400 Crown Oak Centre Drive
Longwood, FL 32750

**RE: PASCO TOWN CENTER – LANDSCAPING PHASE 1A, IRRIGATION PHASE 1A,
LANDSCAPING PHASE 1B, SIDEWALK, AND GRADING COR #27**

Gentlemen:

We are pleased to offer our Proposal for the above referenced project for your consideration. Phillips & Jordan, Inc. proposes to furnish all necessary labor, materials, tools and equipment required for the items of work shown in the Bid Summary.

Our proposal is based on the information contained in the bid documents by Catalyst Design Group as defined by the following:

DRAWINGS:

<u>SHEET NO.</u>	<u>DESCRIPTION</u>	<u>DATE</u>
L000	COVER SHEET	6/28/2024
L100	LANDSCAPE SHEET INDEX	6/26/2024
L101	LANDSCAPE PLAN	6/26/2024
L102	LANDSCAPE PLAN	6/26/2024
L103	LANDSCAPE PLAN	6/26/2024
L104	LANDSCAPE PLAN	6/26/2024
L105	LANDSCAPE PLAN	6/26/2024
L106	LANDSCAPE PLAN	6/26/2024
L107	LANDSCAPE PLAN	6/26/2024
L108	LANDSCAPE PLAN	6/26/2024
L109	LANDSCAPE PLAN	6/26/2024
L110	LANDSCAPE PLAN	6/26/2024
L111	LANDSCAPE PLAN	6/26/2024
L112	PLANT SCHEDULE AND NOTES	6/26/2024
L113	LANDSCAPE DETAILS	6/26/2024
L114	LANDSCAPE SPECIFICATIONS	6/26/2024
L115	LANDSCAPE SPECIFICATIONS	6/26/2024
IR100	IRRIGATION PLAN (EXCEPT TREE IRR. AND SLEEVING)	6/26/2024
IR101	IRRIGATION PLAN (EXCEPT TREE IRR. AND SLEEVING)	6/26/2024
IR102	IRRIGATION PLAN (EXCEPT TREE IRR. AND SLEEVING)	6/26/2024
IR103	IRRIGATION PLAN (EXCEPT TREE IRR. AND SLEEVING)	6/26/2024
IR104	IRRIGATION PLAN (EXCEPT TREE IRR. AND SLEEVING)	6/26/2024

IR105	IRRIGATION PLAN (EXCEPT TREE IRR. AND SLEEVING)	6/26/2024
IR106	IRRIGATION PLAN (EXCEPT TREE IRR. AND SLEEVING)	6/26/2024
IR107	IRRIGATION PLAN (EXCEPT TREE IRR. AND SLEEVING)	6/26/2024
IR108	IRRIGATION PLAN (EXCEPT TREE IRR. AND SLEEVING)	6/26/2024
IR109	IRRIGATION PLAN (EXCEPT TREE IRR. AND SLEEVING)	6/26/2024
IR110	IRRIGATION PLAN (EXCEPT TREE IRR. AND SLEEVING)	6/26/2024
IR111	TREE IRRIGATION AND SLEEVE PLAN	6/26/2024
IR112	TREE IRRIGATION AND SLEEVE PLAN	6/26/2024
IR113	TREE IRRIGATION AND SLEEVE PLAN	6/26/2024
IR114	TREE IRRIGATION AND SLEEVE PLAN	6/26/2024
IR115	TREE IRRIGATION AND SLEEVE PLAN	6/26/2024
IR116	TREE IRRIGATION AND SLEEVE PLAN	6/26/2024
IR117	TREE IRRIGATION AND SLEEVE PLAN	6/26/2024
IR118	TREE IRRIGATION AND SLEEVE PLAN	6/26/2024
IR119	TREE IRRIGATION AND SLEEVE PLAN	6/26/2024
IR120	TREE IRRIGATION AND SLEEVE PLAN	6/26/2024
IR121	TREE IRRIGATION AND SLEEVE PLAN	6/26/2024
IR122	IRRIGATION DETAILS	6/26/2024
IR123	IRRIGATION DETAILS	6/26/2024
IR124	IRRIGATION DETAILS	6/26/2024
IR125	IRRIGATION DETAILS	6/26/2024
IR126	IRRIGATION DETAILS	6/26/2024
IR127	IRRIGATION DETAILS	6/26/2024
IR128	IRRIGATION SPECIFICATIONS	6/26/2024

SCOPE OF WORK

We have included in this proposal a detailed Bid Summary to define our scope of work and to help you in evaluating our proposal. Only the items listed in the Bid Summary are to be considered as included in our scope of work. No cost allowance has been made for any items of work not contained in the Bid Summary, and are specifically excluded from this proposal.

PROPOSAL

This is a firm, fixed price, lump sum Proposal for the Items of Work shown in the Bid Summary. The quantities shown in the Bid Summary are those generated by Phillips & Jordan, Inc., and are intended for comparison purposes with others offering similar proposals.

LUMP SUM PROPOSAL: \$1,480,767.00

BID SUMMARY

<u>DESCRIPTION</u>	<u>QUANTITIES</u>	<u>U.O.M</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
GENERAL CONDITIONS	3.00	MO	\$40,000.00	\$120,000.00
LAYOUT/ STAKING	1.00	LS	\$15,000.00	\$15,000.00
SITE PREP-STRIP GRASS/GRADE	763.00	CY	\$30.00	\$22,890.00
IMPORT TOPSOIL-MATERIAL ONLY	108.00	CY	\$22.00	\$2,376.00
IMPORT FILL-ROUND-ABOUT	907.00	CY	\$24.00	\$21,768.00

LANDSCAPING & IRRIGATION (PH1A LS, PH1A IRR, PH1B LS)	1.00	LS	\$1,241,417.00	\$1,241,417.00
4" CONCRETE SIDEWALKS (FIBER REINFORCED)	1,844.00	SF	\$5.50	\$10,142.00
WATER USAGE	3.00	MO	\$3,800.00	\$11,400.00
8" & 2" SLEEVE DIRECTIONAL DRILL	95.00	LF	\$85.00	\$8,075.00
2" PVC SLEEVES SCH. 40	283.00	LF	\$20.00	\$5,660.00
3" PVC SLEEVES SCH.40	129.00	LF	\$25.00	\$3,225.00
4" PVC SLEEVE SCH. 40	36.00	LF	\$29.00	\$1,044.00
6" PVC SLEEVE SCH. 40	42.00	LF	\$37.00	\$1,554.00
8" PVC SLEEVES SCH. 40	176.00	LF	\$41.00	\$7,216.00
PAYMENT AND PERFORMANCE BOND	1.00	LS	\$9,000.00	\$9,000.00
GRAND TOTAL				\$1,480,767.00

Insurance, taxes, supervision, overhead and profit margins are included in our Proposal. Bond premiums have been included in this proposal.

SPECIFIC EXCLUSIONS AND/OR CONDITIONS TO OUR PROPOSAL

1. We specifically exclude the following items of work from our proposal: Construction testing, permits/fees.
2. This proposal also excludes all earthwork outside of the site preparation for stripping vegetation behind curbs and inside islands.
3. This proposal excludes all earthwork outside of the roundabout at Setter Palm and Tradeway Blvd and only includes the specific amount of fill noted in the proposal.
4. This proposal is valid for 30 days.
5. This proposal does not include any fees or assessments made by any government or organization because of the work, such as impact fees, inspection fees, permit fees, duties, special taxes, and all other forms of assessments occasioned by the work.
6. This proposal includes Alternate 1 Power Meter
7. This proposal includes a request for a 3 month contract time extension. This 3 month duration will only start after the formal execution of this change order.
8. This proposal is based on a reduction in the original contract value retainage to 1% from 5% once the original contract scope of work is complete. During this added scope, 1% retainage will be held until completion.

In thanking you for this opportunity to offer our services, we remain

Respectfully,
PHILLIPS & JORDAN, INC.

Zach Garner

Zach Garner
Project Manager

PTC

COMMUNITY DEVELOPMENT DISTRICT

9

PTC Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2023

PTC Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2023

TABLE OF CONTENTS

	<u>Page Number</u>
REPORT OF INDEPENDENT AUDITOR'S	1-3
MANAGEMENT'S DISCUSSION AND ANALYSIS	4-8
BASIC FINANCIAL STATEMENTS:	
Government-wide Financial Statements:	
Statement of Net Position	9
Statement of Activities	10
Fund Financial Statements:	
Balance Sheet – Governmental Funds	11
Reconciliation of Total Governmental Fund Balances to Net Position of Governmental Activities	12
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	13
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	14
Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund	15
Notes to Financial Statements	16-26
INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	27-28
MANAGEMENT LETTER	29-31
INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES	32



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
PTC Community Development District
Pasco County, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of PTC Community Development District (the "District"), as of and for the year ended September 30, 2023, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of PTC Community Development District as of September 30, 2023, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



To the Board of Supervisors
PTC Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



To the Board of Supervisors
PTC Community Development District

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated July 24, 2024 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering PTC Community Development District's internal control over financial reporting and compliance.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

July 24, 2024

**PTC Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2023**

Management's discussion and analysis of PTC Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by developer contributions.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**PTC Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the fiscal year ended September 30, 2023.

- ◆ The District's liabilities exceeded assets by \$(1,884,132) (net position).
- ◆ Governmental activities revenues totaled \$420,814, while governmental activities expenses totaled \$2,292,656.

**PTC Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2023	2022*
Current assets	\$ 179,752	\$ 54,933
Restricted assets	67,293,844	
Capital assets	11,437,157	-
Total Assets	<u>78,910,753</u>	<u>54,933</u>
Current liabilities	4,139,556	67,223
Noncurrent liabilities	76,655,329	-
Total Liabilities	<u>80,794,885</u>	<u>67,223</u>
Net Position		
Unrestricted	<u>\$ (1,884,132)</u>	<u>\$ (12,290)</u>

*Unaudited

This is the initial full year.

**PTC Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	2023	2022*
Program Revenues		
Contributions	\$ 92,127	\$ 36,644
General Revenues		
Investment income	328,687	-
Total Revenues	<u>420,814</u>	<u>36,644</u>
Expenses		
General government	92,147	36,644
Interest and other charges	<u>2,200,509</u>	<u>12,290</u>
Total Expenses	<u>2,292,656</u>	<u>48,934</u>
Change in Net Position	(1,871,842)	(12,290)
Net Position - Beginning of Year	<u>(12,290)</u>	<u>-</u>
Net Position - End of Year	<u>\$ (1,884,132)</u>	<u>\$ (12,290)</u>

*Unaudited

This is the initial full year.

**PTC Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2023 and 2022.

<u>Description</u>	Governmental Governmental Activities	
	<u>2023</u>	<u>2022</u>
Construction in progress	<u>\$ 11,437,157</u>	<u>\$ -</u>

The activity for the year consisted of additions to construction in progress of \$11,437,157.

General Fund Budgetary Highlights

Actual expenditures were less than the final budget because there were less accounting and audit expenditures than were anticipated.

The September 30, 2023 budget was not amended.

Debt Management

Governmental Activities debt includes the following:

- In July 2023, the District issued \$32,330,000 Series 2023A Special Assessment Revenue Bonds. The bonds were issued to finance a portion of the cost of acquisition and construction of the Phase 1 Project. The balance outstanding at September 30, 2023 was \$32,330,000.
- In July 2023, the District issued \$48,210,000 Series 2023B Special Assessment Revenue Bonds. The bonds were issued to finance a portion of the cost of acquisition and construction of the Phase 1 Project. The balance outstanding at September 30, 2023 was \$48,210,000.

Economic Factors and Next Year's Budget

PTC Community Development District's construction is ongoing; however, the District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2024.

Request for Information

The financial report is designed to provide a general overview of PTC Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the PTC Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

PTC Community Development District
STATEMENT OF NET POSITION
September 30, 2023

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 11,527
Accrued interest receivable	159,496
Due from developer	3,529
Prepaid expenses	5,200
Total Current Assets	<u>179,752</u>
Non-current Assets	
Restricted Assets	
Investments	67,293,844
Capital Assets, not being depreciated	
Construction in progress	11,437,157
Total Assets	<u>78,910,753</u>
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	9,076
Contracts/retainage payable	3,793,226
Due to developer	6,000
Unearned revenues	5,200
Accrued interest	326,054
Total Current Liabilities	<u>4,139,556</u>
Noncurrent Liabilities	
Bonds payable, net	76,655,329
Total Liabilities	<u>80,794,885</u>
NET POSITION	
Unrestricted	<u>\$ (1,884,132)</u>

See accompanying notes to financial statements.

PTC Community Development District
STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenues Operating Grants and Contributions	Net (Expenses) Revenues and Changes in Net Position
			Governmental Activities
Governmental Activities			
General government	\$ (92,147)	\$ 92,127	\$ (20)
Interest and other charges	(2,200,509)	-	(2,200,509)
Total Governmental Activities	<u>\$ (2,292,656)</u>	<u>\$ 92,127</u>	<u>(2,200,529)</u>
	General Revenues		
	Investment income		<u>328,687</u>
	Change in Net Position		(1,871,842)
	Net Position - October 1, 2022		<u>(12,290)</u>
	Net Position - September 30, 2023		<u><u>\$ (1,884,132)</u></u>

See accompanying notes to financial statements.

PTC Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2023

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	\$ 11,527	\$ -	\$ -	\$ 11,527
Accrued interest receivable	-	41,426	118,070	159,496
Due from developer	3,529	-	-	3,529
Prepaid expenses	5,200	-	-	5,200
Restricted Assets				
Investments	-	17,097,694	50,196,150	67,293,844
Total Assets	<u>\$ 20,256</u>	<u>\$17,139,120</u>	<u>\$50,314,220</u>	<u>\$67,473,596</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
LIABILITIES				
Accounts payable and accrued expenses	\$ 9,076	\$ -	\$ -	\$ 9,076
Contracts/retainage payable	-	-	3,793,226	3,793,226
Due to developer	6,000	-	-	6,000
Unearned revenues	5,200	-	-	5,200
Total Liabilities	<u>20,276</u>	<u>-</u>	<u>3,793,226</u>	<u>3,813,502</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues	<u>3,529</u>	<u>-</u>	<u>-</u>	<u>3,529</u>
FUND BALANCES				
Nonspendable-prepays	5,200	-	-	5,200
Restricted for debt service	-	17,139,120	-	17,139,120
Restricted for capital projects	-	-	46,520,994	46,520,994
Unassigned	(8,749)	-	-	(8,749)
Total Fund Balances	<u>(3,549)</u>	<u>17,139,120</u>	<u>46,520,994</u>	<u>63,656,565</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 20,256</u>	<u>\$17,139,120</u>	<u>\$50,314,220</u>	<u>\$67,473,596</u>

See accompanying notes to financial statements.

PTC Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2023

Total Governmental Fund Balances	\$ 63,656,565
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, construction in progress, used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	11,437,157
Long-term liabilities, including bonds payable, \$(80,540,000), net of bond discount, net, \$3,884,671, are not due and payable in the current period and therefore, are not reported at the fund level.	(76,655,329)
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the fund level.	(326,054)
Unavailable revenues are recognized as deferred inflows of resources at the fund level, however, revenues are recognized when earned at the government-wide level.	<u>3,529</u>
Net Position of Governmental Activities	<u><u>\$ (1,884,132)</u></u>

See accompanying notes to financial statements.

PTC Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Fiscal Year Ended September 30, 2023

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Developer contributions	\$ 90,140	\$ -	\$ -	\$ 90,140
Investment income	-	42,453	286,234	328,687
Total Revenues	<u>90,140</u>	<u>42,453</u>	<u>286,234</u>	<u>418,827</u>
Expenditures				
Current				
General government	92,147	-	-	92,147
Capital outlay	-	-	11,437,157	11,437,157
Debt service				
Other	-	1,854,116	-	1,854,116
Total Expenditures	<u>92,147</u>	<u>1,854,116</u>	<u>11,437,157</u>	<u>13,383,420</u>
Excess Revenues Over/(Under) Expenditures	<u>(2,007)</u>	<u>(1,811,663)</u>	<u>(11,150,923)</u>	<u>(12,964,593)</u>
Other Financing Sources/(Uses)				
Issuance of long-term debt	-	22,841,977	57,698,023	80,540,000
Bond discount	-	(3,905,010)	-	(3,905,010)
Transfers in	-	26,106	-	26,106
Transfers out	-	-	(26,106)	(26,106)
Total Other Financing Sources/(Uses)	<u>-</u>	<u>18,963,073</u>	<u>57,671,917</u>	<u>76,634,990</u>
Net change in fund balances	(2,007)	17,151,410	46,520,994	63,670,397
Fund Balances - October 1, 2022	<u>(1,542)</u>	<u>(12,290)</u>	<u>-</u>	<u>(13,832)</u>
Fund Balances - September 30, 2023	<u>\$ (3,549)</u>	<u>\$ 17,139,120</u>	<u>\$ 46,520,994</u>	<u>\$ 63,656,565</u>

See accompanying notes to financial statements.

**PTC Community Development District
RECONCILIATION OF THE STATEMENT
OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2023**

Net Change in Fund Balances - Total Governmental Funds	\$ 63,670,397
--	---------------

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of capital outlay in the current year.	11,437,157
The issuance of long-term debt, \$(80,540,000), net of bond discount, \$3,905,010, are recognized as other financing sources/(uses) at the fund level, however, they increase liabilities at the government-wide level.	(76,634,990)
Bond discounts are amortized over the life of the debt as interest expense at the government-wide level. This is the current year amortization.	(20,339)
In the Statement of Activities, interest is accrued on outstanding bonds; whereas in governmental funds, interest expenditures are reported when due. This is the net amount between the prior year and current year accruals.	(326,054)
Unavailable revenues are recognized as deferred inflows of resources at the fund level. This is the amount of the current year change in unavailable revenues.	<u>1,987</u>
Change in Net Position of Governmental Activities	<u><u>\$ (1,871,842)</u></u>

See accompanying notes to financial statements.

PTC Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Fiscal Year Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Developer contributions	<u>\$ 110,599</u>	<u>\$ 110,599</u>	<u>\$ 90,140</u>	<u>\$ (20,459)</u>
Expenditures				
Current				
General government	<u>110,599</u>	<u>110,599</u>	<u>92,147</u>	<u>18,452</u>
Net Change in Fund Balances	-	-	(2,007)	(2,007)
Fund Balances - October 1, 2022	<u>-</u>	<u>-</u>	<u>(1,542)</u>	<u>(1,542)</u>
Fund Balances - September 30, 2023	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ (3,549)</u></u>	<u><u>\$ (3,549)</u></u>

See accompanying notes to financial statements.

PTC Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on April 5, 2022, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance 22-18 of the Board of County Commissioners of Pasco County, Florida, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the PTC Community Development District. The District is governed by a five member Board of Supervisors. All the Supervisors are employed by the Developer. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the PTC Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards Board, The Financial Reporting Entity, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

**PTC Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by developer contributions. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

PTC Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

**PTC Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter, to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 90 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

PTC Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – The Debt Service Fund accounts for debt service requirements to retire the Bonds, which were used to finance the construction of certain improvements within the District.

Capital Projects Fund – The Capital Projects Fund accounts for the construction of infrastructure improvements within the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and improvements, and non-current governmental liabilities, such as general obligation bonds and due to developer be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

**PTC Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity
(Continued)**

a. Cash and Investments (Continued)

Cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

b. Capital Assets

Capital assets, which include construction in progress, are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

c. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. A formal budget is adopted for the general fund. As a result, deficits in the budget columns of the accompanying financial statements may occur.

d. Deferred Inflows of Resources

Deferred inflows of resources represent an acquisition of net position that applies to a future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until then. The District only has one time that qualifies for reporting in the category. Unavailable revenues are reported only in the governmental funds balance sheet. This amount is deferred and recognized as an inflow of resources in the period that amounts become available.

e. Unamortized Bond Discount

Bond discount associated with the issuance of revenue bonds are amortized according to the straight-line method of accounting over the life of the bonds. For financial reporting, unamortized bond discount is netted with the applicable long-term debt.

PTC Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2023, the District's bank balance was \$14,467 and the carrying value were \$11,527. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Investments

As of September 30, 2023, the District had the following investments and maturities:

Investment	Maturities	Fair Value
First American Government Obligations Fund	24 days*	\$ 6,127,853
US Treasury Bills	10/2023 - 2/2024	22,488,727
US Treasury Notes	10/2023 - 10/2025	38,677,264
Total Investments		<u>\$ 67,293,844</u>

*Weighted Average Maturity

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investments listed above are Level 1 assets.

**PTC Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE B – CASH AND INVESTMENTS (CONTINUED)

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. As of September 30, 2023, the District's investments in First American Government Obligations Fund are rated AAAM by Standard & Poor's. The District's investments in US Treasury Bills and US Treasury Notes were not rated by Standard & Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. Of the District's total investments, 9% are invested in First American Government Obligations Fund, 33% are invested in US Treasury Bills, and approximately 58% are invested in US Treasury Notes.

The types of deposits and investments and their level of risk exposure as of September 30, 2023 were typical. The District considers any decline in fair value for certain investments to be temporary.

NOTE C – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2023 was as follows:

	Balance October 1, 2022	Additions	Deletions	Balance September 30, 2023
<u>Governmental Activities:</u>				
Capital assets, not being depreciated:				
Construction in progress	\$ -	\$ 11,437,157	\$ -	\$ 11,437,157

NOTE D – INTERFUND BALANCES

Interfund balances for the year ended September 30, 2023, consisted of the following:

<u>Transfers In</u>	<u>Transfers Out</u>
Debt Service Fund	Capital Projects Fund
	\$ 26,106

Amounts transferred from the Capital Projects Fund to the Debt Service Fund are related to payments made by one fund on behalf of another fund.

PTC Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE E – LONG-TERM DEBT

The following is a summary of activity for long-term debt of the District for the year ended September 30, 2023:

Long-term debt at October 1, 2022	\$ -
Bond issuance	<u>80,540,000</u>
Long-term debt at September 30, 2023	\$ 80,540,000
Bond discount, net	<u>(3,884,671)</u>
Bonds Payable, Net at September 30, 2023	<u>\$ 76,655,329</u>

District debt is comprised of the following at September 30, 2023:

\$32,330,000 Series 2023A Special Assessment Revenue Bonds due in annual principal installments beginning May 1, 2026 and maturing May 1, 2055. Interest at a fixed rate of 6.50% is due each May and November beginning November 2023.

\$ 32,330,000

\$48,210,000 Series 2023B Special Assessment Revenue Bonds due in annual principal installments beginning May 1, 2033 and maturing May 1, 2055. Interest at a fixed rate of 6.25% is due each May and November beginning November 2023.

\$ 48,210,000

Special Assessment Revenue Bonds

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2023 are as follows:

Year Ending September 30,	Principal	Interest	Total
2024	\$ -	\$ 3,708,067	\$ 3,708,067
2025	-	5,114,575	5,114,575
2026	360,000	5,114,575	5,474,575
2027	385,000	5,091,175	5,476,175
2028	410,000	5,066,150	5,476,150
2029-2033	3,470,000	24,892,975	28,362,975
2034-2038	9,325,000	22,974,450	32,299,450
2039-2043	12,810,000	19,601,813	32,411,813
2044-2048	17,590,000	14,971,413	32,561,413
2049-2053	24,160,000	8,610,000	32,770,000
2054-2055	12,030,000	1,157,124	13,187,124
Totals	<u>\$ 80,540,000</u>	<u>\$ 116,302,317</u>	<u>\$ 196,842,317</u>

**PTC Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE E – LONG-TERM DEBT (CONTINUED)

Summary of Significant Bond Resolution Terms and Covenants

The Series 2023A Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date on or after May 1, 2038, at a price equal to the principal amount of the outstanding Series 2023A Bonds to be redeemed, together with accrued interest to the date of redemption. The Series 2023B Bonds are not subject to redemption at the option of the District prior to maturity. The Series 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture establishes certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

Depository Funds

The bond resolutions establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

Reserve Funds – The Series 2023A Reserve Account was funded from the proceeds of the Series 2023A Bonds in an amount equal to the maximum annual debt service for the outstanding Series 2023A Bonds. The Series 2023B Reserve Account was funded from the proceeds of the Series 2023B Bonds in an amount equal to the maximum annual debt service for the outstanding Series 2023B Bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

The following is a schedule of required reserve balances as of September 30, 2023:

	Reserve Balance	Reserve Requirement
Special Assessment Revenue Bonds, Series 2023A	\$ 2,453,206	\$ 2,452,188
Special Assessment Revenue Bonds, Series 2023B	\$ 3,956,073	\$ 3,953,125

NOTE F – RELATED PARTY TRANSACTIONS

All voting members of the Board of Supervisors are affiliated with the Developer. The District received \$90,140 in contributions from the Developer for the year ended September 30, 2023. Additionally, the District has a balance due to the Developer of \$6,000 and a balance due from the Developer of \$3,529 for the year ended September 30, 2023.

**PTC Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE G – ECONOMIC DEPENDENCY

The Developer owns a significant portion of land within the District. The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE H – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District has not filed any claims since inception.



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
PTC Community Development District
Pasco County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of PTC Community Development District, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated July 24, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered PTC Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of PTC Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of PTC Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.



To the Board of Supervisors
PTC Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether PTC Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

July 24, 2024



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

MANAGEMENT LETTER

To the Board of Supervisors
PTC Community Development District
Pasco County, Florida

Report on the Financial Statements

We have audited the financial statements of the PTC Community Development District as of and for the year ended September 30, 2023, and have issued our report thereon dated July 24, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with AICPA Professionals Standards, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated July 24, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. This is the initial financial audit report.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not PTC Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the PTC Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.



To the Board of Supervisors
PTC Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2023 for the PTC Community Development District. It is management's responsibility to monitor the PTC Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the PTC Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 2
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$134,957
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2022, together with the total expenditures for such project: Series 2023 Projects, \$11,437,157
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was not amended.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the PTC Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District. The District was funded by developer contributions in the current year.
- 2) The amount of special assessments collected by or on behalf of the District: Total special assessments collected was \$0.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds. Series 2023A, \$32,330,000 and Series 2023B, \$48,210,000 as of September 30, 2023, maturing May 2055.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
PTC Community Development District

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we noted no such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

July 24, 2024



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE
WITH SECTION 218.415 FLORIDA STATUTES**

To the Board of Supervisors
PTC Community Development District
Pasco County, Florida

We have examined PTC Community Development District's compliance with Section 218.415, Florida Statutes during the fiscal year ended September 30, 2023. Management is responsible for PTC Community Development District's compliance with those requirements. Our responsibility is to express an opinion on PTC Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about PTC Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on PTC Community Development District's compliance with the specified requirements.

In our opinion, PTC Community Development District's complied, in all material respects, with the aforementioned requirements during the fiscal year ended September 30, 2023.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

July 24, 2024

PTC

COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2024-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PTC
COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE
AUDITED ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023**

WHEREAS, the District's Auditor, Berger, Toombs, Elam, Gaines & Frank, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Annual Financial Report for Fiscal Year 2023;

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

1. The Audited Annual Financial Report for Fiscal Year 2023, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2023, for the period ending September 30, 2023; and

2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2023 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 29th day of August, 2024.

ATTEST:

PTC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PTC

COMMUNITY DEVELOPMENT DISTRICT

11A



PROPOSAL/ENGAGEMENT LETTER

August 20, 2024

PTC Community Development District
c/o Jeff Porter
Board Chair
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Phone: (561)571-0010
jporter@columnarinvestments.com

SUBJECT: Proposal/Authorization for Valuation and Consulting Services
PTC Community Development District Tracts W1, W2, W3 and W4
Lying In Sections 8, 9, 16 And 17, Township 25 South, Range 20 East
Pasco County Florida (the "Subject Property")

Dear Mr. Porter:

Upon your acceptance of this letter agreement, Integra Realty Resources –Southwest Florida ("IRR – Southwest Florida"), will prepare an appraisal of the Subject Property.

The purpose of the appraisal is to estimate the market value of the fee simple estate in the subject property development land in its as is condition, unimproved land which consists of man made drainage and landscape areas and, and wetlands conservation areas within the PTC Community Development District parent tract.

The intended use of the appraisal is to assist the client with a transfer to the CDD. The report may not be used for any other purpose. The appraisal will be prepared in conformance with and subject to, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. The Ethics Rule of USPAP requires us to disclose to you any prior services we have performed regarding the Subject Property within a three year period immediately preceding the acceptance of this assignment, either as an appraiser or in any

other capacity. We represent that we have not analyzed the property within the past three years.

In accordance with our correspondence, the scope of this assignment will require IRR – Southwest Florida consider all relevant and applicable approaches to value as determined during the course of our research, Subject Property analysis and preparation of the report.

The appraisal will be communicated in a summary report. All work will be performed under the direct supervision of the undersigned, together with other staff members. The appraisal and this letter agreement will be subject to our standard assumptions and limiting conditions a copy of which is attached as Attachment I.

The fee for this assignment will be \$6,500 with delivery within three weeks. If the assignment is cancelled by either party prior to completion, you agree to pay us for all our expenses and our time to date based upon the percentage of work completed.

If required, post analysis services which include testimony at any court hearings, additional valuation scenarios, review of the opposition expert's report(s), additional research and conference calls or meetings with any party which exceed the time allotted for an assignment of this nature. Court appearances, expert witness testimony, etc., will be billed at an hourly rate of \$300.00/hour plus travel expenses for MAI's and principal appraisers and \$90-\$250/hour for associate appraisers depending on their background and experience.

Please be advised that we are not experts in the areas of building inspection (including mold), environmental hazards, ADA compliance or wetlands. Therefore, unless we have been provided with appropriate third party expert reports, the appraisals will assume that there are no environmental, wetlands, or ADA compliance problems. The agreed upon fees for our services assume the absence of such issues inasmuch as additional research and analysis may be required. If an expert is required, you are responsible for their selection, payment and actions.

In the event that we receive a subpoena or are called to testify in any litigation, arbitration or administrative hearing of any nature whatsoever or as a result of this engagement or the related report, to which we are not a party, you agree to pay our then current hourly rates for such preparation and presentation of testimony. You agree that: (i) the data collected by us in this assignment will remain our property; and (ii) with respect to any data provided by you, Integra City and its partner companies may utilize, sell and include such data (either in the aggregate or individually), in our marketing materials, database and derivative products so long as your identity is kept confidential. You agree that all data already in the public domain may be utilized on an unrestricted basis.

Mr. Porter
August 20, 2024
Page 3

If you are in agreement with the terms set forth in this letter and wish us to proceed with the engagement, please sign below and return one copy to us. Thank you for this opportunity to be of service and we look forward to working with you.

Sincerely,

INTEGRA REALTY RESOURCES – SOUTHWEST FLORIDA

Carlton J Lloyd, MAI
Florida State-Certified General Real Estate Appraiser RZ#2618
Senior Managing Director-Southwest Florida

Attachments

AGREED & ACCEPTED THIS 20th day of August, 2024.

BY:



AUTHORIZED SIGNATURE

Jeffrey H. Porter

NAME (PRINT)

ATTACHMENT I

ASSUMPTIONS & LIMITING CONDITIONS

This appraisal is based on the following assumptions, except as otherwise noted in the report.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal is subject to the following limiting conditions, except as otherwise noted in the report.

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
11. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
12. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
13. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
14. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
15. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
16. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
17. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial

ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

18. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
19. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
20. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
21. Integra – Southwest Florida is not a building or environmental inspector. Integra - Southwest Florida does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
22. The appraisal report and value conclusion for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
23. It is expressly acknowledged that in any action which may be brought against Integra Realty Resources – Southwest Florida, Integra Realty Resources, Inc. or their respective officers, owners, managers, directors, agents, subcontractors or employees (the “Integra Parties”), arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.
24. Integra – Southwest Florida, an independently owned and operated company, has prepared the appraisal for the specific purpose stated elsewhere in the report. The intended use of the appraisal is stated in the General Information section of the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided.

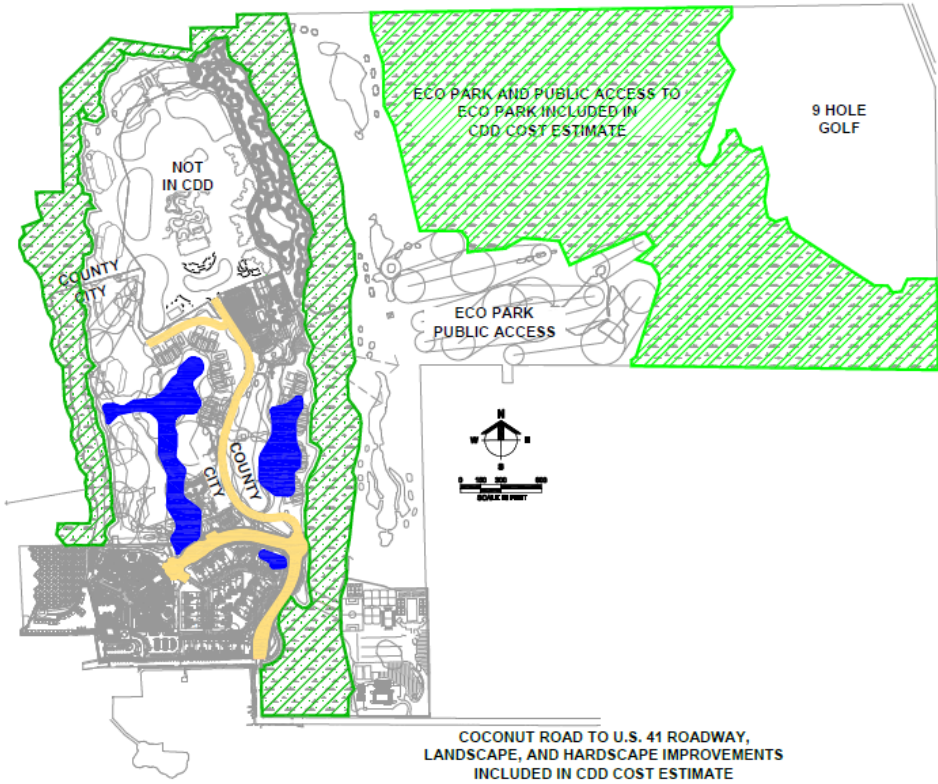
Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

25. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. Integra Realty Resources, Inc. and the undersigned are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
26. All prospective value estimates presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future. As will be determined during the course of the assignment, additional extraordinary or hypothetical conditions may be required in order to complete the assignment. The appraisal shall also be subject to those assumptions.

As will be determined during the course of the assignment, additional extraordinary or hypothetical conditions may be required in order to complete the assignment. The appraisal shall also be subject to those assumptions.

ATTACHMENT II

PROPERTY IDENTIFICATION



CDD LAND APPRAISAL EXHIBIT

PTC

COMMUNITY DEVELOPMENT DISTRICT

11BI

Mortensen Engineering Inc.

6408 W Linebaugh Ave, Suite 111
Tampa, FL 33625-4909 US
soconnell@meitampa.com



INVOICE

BILL TO
PTC CDD
2300 Glades Rd, Ste 410W
Boca Raton, Florida 33431

INVOICE 2731
DATE 07/22/2024
TERMS Net 30
DUE DATE 08/21/2024

ORDER NO. PROJECT NO. PROJECT NAME
WANo. 2 10455.1 Pasco Town Center

ACTIVITY	QTY	DUE	RATE	AMOUNT
Major Roadways CMT Services Phase 1A, Collector Roadways and Utilities	0.10426 44	10,000.00 of 95,910.00	95,910.00	10,000.00

BALANCE DUE \$10,000.00

Estimate Summary	
Estimate 10455.1	95,910.00
Invoice 2169	5,000.00
Invoice 2354	8,000.00
Invoice 2267	5,000.00
Invoice 2630	15,000.00
Invoice 2435	10,000.00
Invoice 1987	5,000.00
Invoice 1911	5,000.00
Invoice 2073	5,000.00
Invoice 2530	15,000.00
This invoice 2731	\$10,000.00
Total invoiced	83,000.00

PTC

COMMUNITY DEVELOPMENT DISTRICT

11BII

Mortensen Engineering Inc.

6408 W Linebaugh Ave, Suite 111
Tampa, FL 33625-4909 US
soconnell@meitampa.com



INVOICE

BILL TO
PTC CDD
2300 Glades Rd, Ste 410W
Boca Raton, Florida 33431

INVOICE 2732
DATE 07/22/2024
TERMS Due on receipt
DUE DATE 07/22/2024

ORDER NO. PROJECT NO. PROJECT NAME
WANo. 7 10455.3 Pasco Town Center

ACTIVITY	QTY	DUE	RATE	AMOUNT
Major Roadways CMT Services Tradeway Blvd. 1st Extension, Collector Roadway and Utilities	0.12487 51	8,000.00 of 64,064.00	64,064.00	8,000.00

BALANCE DUE \$8,000.00

Estimate Summary	
Estimate 10455.3	64,064.00
Invoice 2356	2,000.00
Invoice 2632	8,000.00
Invoice 2437	4,000.00
Invoice 2532	6,000.00
This invoice 2732	\$8,000.00
Total invoiced	28,000.00

PTC

COMMUNITY DEVELOPMENT DISTRICT

11CI

Work Authorization 2

PTC Community Development District
Pasco County, Florida

Subject: **Work Authorization Number 2**
PTC Community Development District

Dear Chairperson, Board of Supervisors:

GeoPoint Surveying, Inc. ("Surveyor") is pleased to submit this work authorization to provide professional surveying services for the PTC Community Development District (the "District"). We will provide these services pursuant to our current agreement dated June 2024 ("Surveying Agreement") as follows:

I. Scope of Work

The District will engage Surveyor to conduct Misc Staking & Survey Services for the SR 52 and McKendree Road Project and other Misc. Survey Services as requested by PTC CDD as more fully described in the Proposal attached hereto as "**Exhibit A.**"

II. Fees

The District will compensate Surveyor in an hourly fee, not to exceed amount of **Eight Thousand Dollars and 00/100 Cents (\$8,000.00)** inclusive of all effort, expenses, and costs to complete the work described herein.

This proposal, together with the Surveying Agreement, represents the entire understanding between the District and Surveyor with regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

PTC Community Development District

By: 

Authorized Representative

Date: 8/21/2024

Sincerely,

GeoPoint Surveying, Inc.

By: 

Authorized Representative

Date: 8-6-2024



PROPOSAL/AUTHORIZATION FOR WORK

To: PTC CDD C/O CH II Management, LLC
30435 Commerce Drive, Suite 105
San Antonio, FL 33576

Date: August 5th, 2024

Attn: Douglas South

Re: Pasco Town Center, McKendree Road

We hereby propose to do the following work:

Task	Description:	Hourly Budget Not To Exceed
1	<p>Miscellaneous Staking & Additional Surveying Services</p> <p><u>NOTE: GeoPoint will perform Miscellaneous Staking & Additional Surveying Services on an Hourly Basis with an approximate Budget number. Should the Budget number be reached, GeoPoint will send an additional Lump Sum work order for the remaining balance.</u></p>	\$8,000

All work herein is subject to the conditions described in Exhibit "A" attached herewith and made a part of this "Authorization for Work". This proposal is valid for 30 days from today, August 5th, 2024.

GeoPoint Surveying, Inc.

By: _____

Justin Brantley P.S.M.
Vice President, Owner

ACCEPTANCE: PTC CDD C/O CH II
Management, LLC

By: _____

(Authorized Signature)

Date: _____

(Print Name & Title)

Please return one signed copy to: proposals@geopointsurvey.com

File Name: J:\Pasco Town Center\Contracts\CH II Management\McKendree Road Miscellaneous Staking & Additional Surveying Services aw.JOB 08.05.2024

Attachment "A"

Terms and Conditions

All fees stated in this Contract shall be payable in full, in monthly installments, based on the percentage of work completed in that month, as mutually agreed upon, or, if appropriate, on an hourly basis at GeoPoint Surveying, Inc.'s prevailing hourly rates, subject to any agreed upon limits.

In addition to the fees in this Contract, we charge all out-of-pocket expenses such as photocopying, long distance telephone calls, postage, etc. These expenses will be charged to the Client at GeoPoint Surveying, Inc.'s cost.

Work will be billed on the 20th of each month under the terms of this Contract or upon completion, and GeoPoint Surveying, Inc. shall expect payment by the tenth of the following month. Client shall pay the invoice and statement in accordance with the terms of this Contract and the terms of said statement and invoice. If Client fails to make any payment due GeoPoint Surveying, Inc. for services within 30 days of the invoice date, the amount(s) due shall accrue interest at the rate of 1 ½ percent per annum, and shall be calculated from the first day that the payment is deemed late pursuant to this Section.

In the event this Contract is terminated prior to completion, GeoPoint Surveying, Inc. shall be entitled to payment for services performed as of the date of termination, plus all out-of-pocket expenses.

Client shall indemnify, defend and hold harmless GeoPoint Surveying, Inc., from and against any claims, liabilities, damages, penalties and/or costs (including, without limitation, reasonable attorney's fees and expenses) GeoPoint Surveying, Inc., may incur as a result of claims in any form by third parties (including, without limitation, governmental agencies and departments) relating to or arising out of this Contract, except to the extent such claims arise from the gross negligence or intentional misconduct of GeoPoint Surveying, Inc.

The prevailing party in any litigation between the parties relating to or arising out of this Contract (including, without limitation, trial, appellate and bankruptcy proceedings) shall recover its reasonable attorney's fees and costs from the non-prevailing party.

The Client, upon executing this Contract authorizes the work described within the Scope of Services Section of this Contract and does so on behalf of the owner of the subject property, and warrants that the Client has authority to sign the Contract.

All documents, including but not limited to drawings, reports, and electronic data which have been or will be prepared, designed, written or developed by GeoPoint Surveying, Inc., in any form or fashion while rendering services to Client or that pertain to the work performed under this Contract (the "**Documents**") are the sole property of GeoPoint Surveying, Inc. Client may not use or modify such Documents on other projects or extensions of this project without the prior written approval of GeoPoint Surveying, Inc. Client agrees that GeoPoint Surveying, Inc. shall be considered the author of the Documents for all purposes and the owner of all the rights comprised in the undivided copyright (and all reissues, renewals and extensions thereof) in and to the Documents and of any and all corresponding intellectual property rights. Notwithstanding any provision in this Contract to the contrary, in the event of a default by Client including, without limitation, any failure to pay amounts due within 30 days of invoice date, GeoPoint Surveying, Inc., shall be entitled to exclusive possession of any and all of the Documents prepared pursuant to this Contract and Client shall have no rights in the Documents.

Attachment "A"

Terms and Conditions

This Contract and the rights of the signers under this Contract shall be governed by the laws of the State of Florida, without reference to the choice of law principles thereof. The exclusive venue for all actions to enforce or interpret the provisions of this Contract will be courts of the State of Florida or of the United States having jurisdiction over Hillsborough County, Florida. All parties irrevocably waive any objection they may have to the laying of venue of any suit, action or proceeding arising out of or relating hereto brought in any such court, irrevocably waives any claim that any such suit, action or proceeding so brought has been brought in an inconvenient forum, and further waives the right to object that such court does not have jurisdiction over such party.

Your acceptance of this proposal shall constitute a Contract between the Client and GeoPoint Surveying, Inc.

Client agrees not to assign this Contract or any part hereof without the prior written consent of GeoPoint Surveying, Inc. which consent may be withheld by GeoPoint Surveying, Inc. for any reason it deems appropriate in its sole discretion. GeoPoint Surveying, Inc. may assign or transfer this Contract or any of its rights or obligations hereunder without the prior written consent of Client. This Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

Each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Contract.

GeoPoint Surveying, Inc., in furnishing the services under this Contract, is acting only as an independent contractor and shall have the exclusive control of the manner and means of performing the work contracted for hereunder. GeoPoint Surveying, Inc. does not undertake by this Contract or otherwise to perform any obligations of Client, whether regulatory or contractual, or to assume any responsibility for Client's business or operations. Nothing contained in this Contract shall be construed to create a joint venture or partnership between the parties.

The exhibits and other attachments to this Contract are hereby incorporated by reference and made part hereof. This Contract constitutes the entire understanding of the parties with respect to the subject matter hereof and there are no restrictions, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Contract may not be modified or amended except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought.

The waiver by either of the parties of breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.



Attachment "B" Hourly Rates Schedule (Affective January 2022)

Personnel Hourly Rates:

Surveying & Mapping

Project Manager, P.S.M.	-----	\$ 190 / hour
Project Surveyor, S.I.T.	-----	\$ 150 / hour
Project Surveyor	-----	\$ 140 / hour
Chief of Field Crews	-----	\$ 135 / hour
Sr. Survey Technician	-----	\$ 130 / hour
Survey Technician	-----	\$ 100 / hour
Sr. Survey Crew Chief	-----	\$ 110 / hour
Survey Crew Chief	-----	\$ 95 / hour
Survey Jr. Crew Chief	-----	\$ 75 / hour
Survey Instrument Operator	-----	\$ 65 / hour
Survey Crew Member	-----	\$ 55 / hour

Remote Sensing

Project Lead Analyst	-----	\$ 185 / hour
Sr. Remote Sensing Analyst	-----	\$ 150 / hour
Remote Sensing Analyst	-----	\$ 110 / hour

Subsurface Utility Exploration

S.U.E. Project Manager	-----	\$ 180 / hour
S.U.E. Manager	-----	\$ 150 / hour
S.U.E. Technician (Office)	-----	\$ 120 / hour
Sr. S.U.E. Designator	-----	\$ 95 / hour
S.U.E. Designator	-----	\$ 85 / hour
Jr. S.U.E. Designator	-----	\$ 75 / hour
S.U.E. Crew Member	-----	\$ 70 / hour

Equipment Hourly Rates:

Remote Sensing

UAS – LiDAR & Photogrammetry	-----	\$ 300 / hour
Mobile LiDAR	-----	\$ 275 / hour
Terrestrial LiDAR	-----	\$ 250 / hour
USV – Hydrographic Echo Sounder	-----	\$ 200 / hour

Subsurface Utility Exploration

Vacuum Excavation Truck	-----	\$ 150 / hour
Pipe/Conduit Video Camera	-----	\$ 100 / hour

Expenses – Including Consultants: ----- Cost Plus 15%

PTC

COMMUNITY DEVELOPMENT DISTRICT

11DI

PROFESSIONAL TRAFFIC ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made and entered into as of this 23 day of August 2024, by and between:

PTC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Pasco County, Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

LINCKS & ASSOCIATES, LLC, a Florida limited liability company, with a mailing address of 5023 West Laurel Street, Tampa, Florida 33607 (“**Engineer**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*, as amended; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District, including among other things, roadway improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide traffic engineering services for the signal improvements at the intersection of State Road 52 and McKendree Road, as more particularly described in Engineer’s proposal attached hereto as **Exhibit A**; and

WHEREAS, Engineer represents and warrants to the District that it is qualified, capable and willing to provide such services and the District desires to enter into this Agreement with Engineer for the same; and

WHEREAS, the District and Engineer warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. SCOPE OF SERVICES. Engineer will provide the professional traffic engineering services as described in **Exhibit A**, attached hereto and incorporated herein (the “**Services**”).

3. REPRESENTATIONS. Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the Services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- c. It shall perform said Services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.

4. COMPENSATION.

- a. The District will compensate Engineer for the Services pursuant to the hourly rate schedule contained in **Exhibit A** in an amount not to exceed **Thirty Thousand Dollars (\$30,000)**. Engineer shall invoice the District upon completion of the Services and acceptance by the District, and the invoices shall be due and payable consistent with Florida's Prompt Payment Act, Section 218.70 et seq. of the Florida Statutes.
- b. If the District should desire additional services, Engineer agrees to negotiate in good faith to undertake such additional work or services. However, no additional services shall be provided by Engineer prior to the Parties' successful negotiations of the additional terms and compensation. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Engineer shall be compensated for such agreed upon additional services upon mutual terms agreeable to the Parties and agreed to in writing. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Engineer.

5. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

6. OWNERSHIP OF DOCUMENTS.

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (“**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer’s services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

7. ACCOUNTING RECORDS. Records of Engineer pertaining to the Services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

8. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District’s sole risk and without liability or legal exposure to Engineer. All documents

including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

9. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000 Bodily Injury / Property Damage
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Engineer shall, without interruption, and at the District's option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, professional staff, employees and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

10. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee,

commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11. AUDIT. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four years after completion of all work under the Agreement.

12. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers, supervisors, professional staff, representatives and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. Only to the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section will not exceed the sum of One Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

13. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

14. SOVEREIGN IMMUNITY. Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

15. PUBLIC RECORDS. Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected

or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Engineer or keep and maintain public records required by the District to perform the service. If Engineer transfers all public records to the District upon completion of this Agreement, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT GILLYARDD@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT C/O WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

16. EMPLOYMENT VERIFICATION. Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

17. E-VERIFY. Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that Engineer has knowingly violated Section 448.091, *Florida Statutes*. If Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Engineer has otherwise complied with its

obligations hereunder, the District shall promptly notify Engineer. Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, Engineer represents that no public employer has terminated a contract with Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

18. CONFLICTS OF INTEREST. Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

19. SUBCONTRACTORS. Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

20. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

21. ASSIGNMENT. Neither the District nor Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

22. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

23. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Pasco County, Florida.

24. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as Engineer receives notification of the intent

of the District to terminate the contract, Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

25. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

26. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto and formally approved by the Board.

27. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

28. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or sent via electronic mail with read receipt to the Parties, as follows:

A. If to the District: PTC Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Engineer: Lincks & Associates, LLC
5023 West Laurel Street
Tampa, Florida 33607
Attn: Steven J Henry - President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days.

Counsel for the District and counsel for Engineer may deliver Notice on behalf of the District and Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute but one and the same instrument constituting this Agreement.

30. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and Engineer in the spaces provided below.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

**PTC COMMUNITY
DEVELOPMENT DISTRICT**



Chairperson, Board of Supervisors

LINCKS & ASSOCIATES, LLC



By: Steven J Henry

Its: President

Exhibit A: Proposal

EXHIBIT A
Proposal



LINCKS & ASSOCIATES, LLC

July 11, 2024

Mr. Doug South
PTC CDD
c/o
CH II Management, LLC
30435 Commerce Drive
Suite 105
San Antonio, FL 33576

Re: Proposal for Professional Traffic Engineering Services for the Pasco Town Center Development Located South of SR 52 and East of I-75 in Pasco County, Florida.

Dear Mr. South,

At your request, we are pleased to provide you with this proposal for the above referenced project. This proposal is based on the following:

- A. This proposal is for the construction phase services for the signal improvements at the intersection of SR 52 and McKendree Road.

PROPOSED SCOPE OF SERVICES

Based on our understanding of the project, we propose the following scope of services to assist the project team with the development of this project. The specific tasks are as follows:

Task I – Construction Phase Services

In order for Lincks & Associates, LLC, as Engineer-of-Record, to verify that the roadway and signal improvements have been constructed in substantial compliance with the plans and specifications approved by the governmental agencies having jurisdiction, we are required to perform periodic visits during the construction phase to observe the work of the contractor.

In addition to the site visits, other basic services provided during the construction phase include the following:

1. Site Construction Coordination Meetings, if requested.
2. Review of shop drawings for the signal construction items.
3. Review of pay requests, as requested.

Mr. Doug South
July 11, 2024
Page 2

4. Review of record drawings prepared by a registered land surveyor and provided by the client.
5. Submittal of certification documents to Pasco County and FDOT.
6. Review of geotechnical testing results provided by others.

BASIS OF PAYMENT

We are willing to perform the above described services based upon the following:

Task I Construction Phase Services Upset Limit of \$30,000

The work effort for Tasks I will be based on the following hourly rates (current calendar year) plus direct and reimbursable expenses:

Principal	\$220/hour
Professional Engineer	\$195/hour
Engineer/Planner	\$160/hour
Senior Designer	\$110/hour
Technical/Cadd Operator	\$95/hour
Clerical	\$70/hour

Reimbursable expenses include reproduction costs, express postage, travel, long distance telephone calls, and any other expenses required by you, and shall be equal to the amount billed Lincks & Associates, LLC plus ten percent for administration and handling.

Invoices for services rendered, including reimbursable expenses, will be submitted on a monthly basis during the course of the work.

PTC

COMMUNITY DEVELOPMENT DISTRICT

11DII

PROFESSIONAL TRAFFIC ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made and entered into as of this 23 day of August 2024, by and between:

PTC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Pasco County, Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

LINCKS & ASSOCIATES, LLC, a Florida limited liability company, with a mailing address of 5023 West Laurel Street, Tampa, Florida 33607 (“**Engineer**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*, as amended; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District, including among other things, roadway improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide traffic engineering services for the roadway improvements at the intersection of State Road 52 and McKendree Road, as more particularly described in Engineer’s proposal attached hereto as **Exhibit A**; and

WHEREAS, Engineer represents and warrants to the District that it is qualified, capable and willing to provide such services and the District desires to enter into this Agreement with Engineer for the same; and

WHEREAS, the District and Engineer warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. SCOPE OF SERVICES. Engineer will provide the professional traffic engineering services as described in **Exhibit A**, attached hereto and incorporated herein (the “**Services**”).

3. REPRESENTATIONS. Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the Services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- c. It shall perform said Services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.

4. COMPENSATION.

- a. The District will compensate Engineer for the Services pursuant to the hourly rate schedule contained in **Exhibit A** in an amount not to exceed **Thirty-Five Thousand Dollars (\$35,000)**. Engineer shall invoice the District upon completion of the Services and acceptance by the District, and the invoices shall be due and payable consistent with Florida's Prompt Payment Act, Section 218.70 et seq. of the Florida Statutes.
- b. If the District should desire additional services, Engineer agrees to negotiate in good faith to undertake such additional work or services. However, no additional services shall be provided by Engineer prior to the Parties' successful negotiations of the additional terms and compensation. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Engineer shall be compensated for such agreed upon additional services upon mutual terms agreeable to the Parties and agreed to in writing. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Engineer.

5. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

6. OWNERSHIP OF DOCUMENTS.

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (“**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer’s services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

7. ACCOUNTING RECORDS. Records of Engineer pertaining to the Services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

8. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District’s sole risk and without liability or legal exposure to Engineer. All documents

including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

9. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000 Bodily Injury / Property Damage
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Engineer shall, without interruption, and at the District's option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, professional staff, employees and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

10. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee,

commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11. AUDIT. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four years after completion of all work under the Agreement.

12. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers, supervisors, professional staff, representatives and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. Only to the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section will not exceed the sum of One Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

13. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

14. SOVEREIGN IMMUNITY. Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

15. PUBLIC RECORDS. Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected

or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Engineer or keep and maintain public records required by the District to perform the service. If Engineer transfers all public records to the District upon completion of this Agreement, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT GILLYARDD@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT C/O WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

16. EMPLOYMENT VERIFICATION. Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

17. E-VERIFY. Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that Engineer has knowingly violated Section 448.091, *Florida Statutes*. If Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Engineer has otherwise complied with its

obligations hereunder, the District shall promptly notify Engineer. Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, Engineer represents that no public employer has terminated a contract with Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

18. CONFLICTS OF INTEREST. Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

19. SUBCONTRACTORS. Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

20. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

21. ASSIGNMENT. Neither the District nor Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

22. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

23. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Pasco County, Florida.

24. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as Engineer receives notification of the intent of the District to terminate the contract, Engineer shall not perform any further services unless

directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

25. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

26. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto and formally approved by the Board.

27. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

28. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or sent via electronic mail with read receipt to the Parties, as follows:

A. If to the District: PTC Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Engineer: Lincks & Associates, LLC
5023 West Laurel Street
Tampa, Florida 33607
Attn: Steven J Henry - President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Engineer may deliver Notice on behalf of the District and

Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute but one and the same instrument constituting this Agreement.

30. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and Engineer in the spaces provided below.

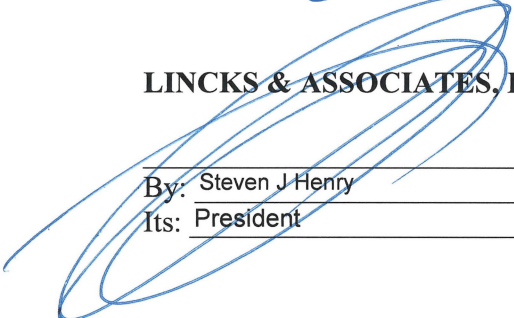
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

**PTC COMMUNITY
DEVELOPMENT DISTRICT**



Chairperson, Board of Supervisors

LINCKS & ASSOCIATES, LLC



By: Steven J Henry

Its: President

Exhibit A: Proposal

EXHIBIT A

Proposal



LINCKS & ASSOCIATES, LLC

July 11, 2024

Mr. Doug South
PTC CDD
c/o
CH II Management, LLC
30435 Commerce Drive
Suite 105
San Antonio, FL 33576

Re: Proposal for Professional Traffic Engineering Services for the Pasco Town Center Development Located South of SR 52 and East of I-75 in Pasco County, Florida.

Dear Mr. South,

At your request, we are pleased to provide you with this proposal for the above referenced project. This proposal is based on the following:

- A. This proposal is for the construction phase services for the roadway improvements at the intersection of SR 52 and McKendree Road.

PROPOSED SCOPE OF SERVICES

Based on our understanding of the project, we propose the following scope of services to assist the project team with the development of this project. The specific tasks are as follows:

Task I – Construction Phase Services

In order for Lincks & Associates, LLC, as Engineer-of-Record, to verify that the roadway and signal improvements have been constructed in substantial compliance with the plans and specifications approved by the governmental agencies having jurisdiction, we are required to perform periodic visits during the construction phase to observe the work of the contractor.

In addition to the site visits, other basic services provided during the construction phase include the following:

1. Site Construction Coordination Meetings, if requested.
2. Review of shop drawings for the signal construction items.
3. Review of pay requests, as requested.

Mr. Doug South
July 11, 2024
Page 2

4. Review of record drawings prepared by a registered land surveyor and provided by the client.
5. Submittal of certification documents to Pasco County and FDOT.
6. Review of geotechnical testing results provided by others.

BASIS OF PAYMENT

We are willing to perform the above described services based upon the following:

Task I Construction Phase Services Upset Limit of \$35,000

The work effort for Tasks I will be based on the following hourly rates (current calendar year) plus direct and reimbursable expenses:

Principal	\$220/hour
Professional Engineer	\$195/hour
Engineer/Planner	\$160/hour
Senior Designer	\$110/hour
Technical/Cadd Operator	\$95/hour
Clerical	\$70/hour

Reimbursable expenses include reproduction costs, express postage, travel, long distance telephone calls, and any other expenses required by you, and shall be equal to the amount billed Lincks & Associates, LLC plus ten percent for administration and handling.

Invoices for services rendered, including reimbursable expenses, will be submitted on a monthly basis during the course of the work.

PTC

COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PTC COMMUNITY DEVELOPMENT DISTRICT ACKNOWLEDGING THAT CERTAIN PROCEEDS OF THE PTC COMMUNITY DEVELOPMENT DISTRICT SERIES 2023 BONDS SHALL BE ALLOCATED TOWARDS AND RESERVED FOR A PORTION OF THE COSTS OF THE MCKENDREE ROAD 1ST EXTENSION PROJECT RELATING TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION IMPROVEMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as described in the *Amended and Restated PTC Community Development District Master Engineer’s Report*, dated April 24, 2023 (the “**Master Engineer’s Report**” and the improvements therein, the “**Capital Improvement Plan**”), as supplemented by the *2023 Supplemental Engineer’s Report for the PTC Community Development District*, dated May 11, 2023 (the “**Supplemental Engineer’s Report**” and together with the Master Engineer’s Report, the “**Engineer’s Report**” and the plan described in the Supplemental Engineer’s Report, the “**Phase 1 Project**”), attached hereto at **Composite Exhibit A**; and

WHEREAS, on or around August 10, 2023, the District issued its PTC Community Development District \$32,330,000 Special Assessment Revenue Bonds, Series 2023A (the “**Series 2023A Bonds**”) and its \$48,210,000 Special Assessment Revenue Bonds, Series 2023B (the “**Series 2023B Bonds**” and, together with the Series 2023A Bonds, the “**Series 2023 Bonds**”), for the purpose of financing the Phase 1 Project; and

WHEREAS, included within the scope of the Phase 1 Project are onsite and offsite roadway and signalization improvements, a portion of which will be conveyed for ownership and maintenance to the State of Florida Department of Transportation (“**FDOT**”) after final completion and acceptance (those improvements to be conveyed to FDOT being the “**FDOT Improvements**”); and

WHEREAS, the District’s engineer has estimated that the FDOT Improvements included within the scope of the Project will cost \$2,849,138.00 (the “**Engineer’s Estimate**”), as evidenced by the certificate attached hereto at **Composite Exhibit A**; and

WHEREAS, the District, PTC Boyette, LLC, and Double Branch Dev Inc. have entered into a Tri-Party Agreement Regarding the Completion of Certain Improvements, dated August 10, 2023 (the “**Completion Agreement**”), and the District and Double Branch Dev Inc. entered into a Collateral Assignment and Assumption of Development Rights, dated August 10, 2023 (the

“**Collateral Assignment**”), which Completion Agreement and Collateral Assignment require Double Branch Dev Inc. complete the Phase 1 Project, including the FDOT Improvements; and

WHEREAS, PTC Boyette, LLC, and Pasco County, Florida (the “**County**”), entered into an Economic Development Agreement regarding Pasco Town Centre (the “**EDA**”), which requires completion of certain improvements, including the FDOT Improvements; and

WHEREAS, as part of the Phase 1 Project, the District competitively solicited proposals for the McKendree Road 1st Extension Project (the “**Project**”), which includes the FDOT Improvements, in accordance with Chapter 255, *Florida Statutes*, the District’s Rules of Procedure, and the EDA, and awarded the contract to RIPA & Associates, L.L.C. (“**RIPA**”) as the most responsive, responsible proposer; and

WHEREAS, pursuant to Chapter 255, *Florida Statutes*, the District’s Rules of Procedure, and the EDA, RIPA will post a payment and performance bond in favor of the District and County in the amount of 125% of the contract amount for the Project; and

WHEREAS, in addition to the aforementioned bond requirement, the District, through its District Manager, desires to monitor requisitions submitted for the use of proceeds of the Series 2023 Bonds in order to reserve \$2,849,138.00 to fund the Project’s FDOT Improvements until final completion and acceptance of the Project’s FDOT Improvements by FDOT.

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

SECTION 1. The foregoing recitals are true and correct and are hereby confirmed by the District’s Board of Supervisors.

SECTION 2. The District, through its District Manager, agrees to monitor requisitions submitted for the use of proceeds of the Series 2023 Bonds in order to reserve \$2,849,138.00 to fund the Project’s FDOT Improvements until final completion and acceptance of the Project’s FDOT Improvements by FDOT and conveyance of the same.

SECTION 3. Nothing herein shall be construed as a waiver or release of PTC Boyette, LLC, Double Branch Dev Inc., or their successors, successors-in-title, and assigns, of the obligations imposed upon any party pursuant to the Completion Agreement, Collateral Assignment, EDA, or any other documents executed in connection with the issuance of the Series 2023 Bonds.

SECTION 4. The proper District officials are hereby authorized and directed to take all steps necessary to effectuate the intent of this Resolution.

SECTION 5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 29th day of August 2024.

**PTC COMMUNITY DEVELOPMENT
DISTRICT**

Chairperson / Vice Chairperson,
Board of Supervisors

Composite Exhibit A: Supplemental Engineer's Report
Engineer's Estimate

COMPOSITE EXHIBIT A

***2023 Supplemental Engineer's Report for the PTC Community Development District, dated
May 11, 2023, and Engineer's Estimate***

[attached beginning at following page]

**2023 SUPPLEMENTAL ENGINEER'S REPORT FOR THE
PTC COMMUNITY DEVELOPMENT DISTRICT**

Prepared for:

**Board of Supervisors
PTC Community Development District**

Prepared by:

**Clearview Land Design, PL
3010 W. Azeele Street, Suite 150
Tampa, Florida 33609
(813) 223-3919**

May 11, 2023

**2023 SUPPLEMENTAL ENGINEER'S REPORT FOR THE
PTC COMMUNITY DEVELOPMENT DISTRICT**

May 11, 2023

This **"2023 Supplemental Report"** supplements the *Amended and Restated PTC Community Development Master Engineer's Report*, dated March 24, 2023 (**"Master Report"**), which may be supplemented from time to time. The purpose of this 2023 Supplemental Report is to address the portion of the District's Capital Improvement Plan to be known as the **"Phase 1 Project"**. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report.

The Phase 1 Project includes the public infrastructure (e.g., site preparation, mass grading, demolition, earthwork, roadway construction, storm drainage, underdrain, water distribution system, utilities, including but not limited to water, sewer, potable water, pump station and related utility improvements, stormwater improvements, earthwork and grading, landscape and irrigation and other improvements necessary for the planned community development) and professional services needed for the development of Phase 1 of the Pasco Town Center Development (**"Development"**). Phase 1 of the Development is planned for approximately 2.5 million square feet of industrial use, 363,000 square feet of retail use, 100,000 square feet of office space, 150 townhome units, 600 multi-family units and 120 hotel rooms. The status of the applicable permits for the Phase 1 Project is shown in **Exhibit A** attached hereto. Development is underway and as of the date of this report, Phase 1A roadways which consists of \pm 4,000 LF of roadway with utilities (Pasco Road from SR 52 to Roundabout and Setter Palm from Roundabout to Double Branch Parkway) and Phase 1 mass grading, which is \pm 453.9 acres, are anticipated to be complete in 2nd quarter of 2024, and these projects were publicly bid by the District and are under contract. Phase 1B roadways which consists of \pm 3,000 LF of roadway with utilities (Tradeway Boulevard south beyond the Roundabout), which falls within the Phase 1 mass grade area, is anticipated to be complete in 3rd quarter of 2024, and is a bid alternative without final pricing to the current District contract for Phase 1A. Phase 1C, comprised primarily of offsite roadway improvements including \pm 2,800 LF of roadway with utilities (McKendree Road from SR 52 to Setter Palm), is in design at this time and will be the final phase of public infrastructure for Phase 1 of the Development. The improvements that make up the Phase 1 Project are within the scope of the Master Report authorized under the judgment of the Circuit Court of the Sixth Judicial Circuit Court of Florida in and for Pasco County, Florida, rendered on August 25, 2022.

The table below presents the Opinion of Probable Cost for the Phase 1 Project:

FACILITY DESCRIPTION	PHASE 1 MASS GRADING	PHASE 1A	PHASE 1B	PHASE 1C	PHASE 1 PROJECT*
Stormwater Management/Drainage	24,120,810	-	-	-	24,120,810
Offsite and Onsite Roadway	-	3,392,333	2,945,974	2,588,886	8,927,193
Trails	-	431,478	-	299,842	731,320
Intersection Improvements (Offsite Signalization)	-	1,500,000	-	1,500,000	3,000,000
Water Distribution	-	552,507	479,808	421,650	1,453,965
Sanitary Sewer Collection and Transmission		1,213,704	1,129,027	479,837	2,822,568
Reclaimed Water Distribution		461,631	334,682	357,764	1,154,077
Underground Electric		448,400	389,400	342,200	1,180,000
Wetland Mitigation	6,125,000	-	-	-	6,125,000
Entry Features, Landscaping, Hardscape, and Irrigation	-	1,155,000	96,250	673,750	1,925,000
Professional Consultant Fees	411,520	823,039	642,999	694,439	2,571,997
Subtotal:	30,657,330	9,978,092	6,018,140	7,358,368	54,011,930
Contingency (10%)	3,065,733	997,809	601,814	735,837	5,401,193
TOTAL	33,723,063	10,975,901	6,619,954	8,094,205	59,413,123

*The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred. Phase 1A and mass grading are based on the contract between the District and Phillips & Jordan Incorporated, entered into on or around May of 2023.

The tables below present the unit types in Phase 1 of the Development:

<u>Phase</u>	<u>Multifamily</u>	<u>Townhomes</u>	<u>Retail</u>	<u>Office</u>	<u>Hotel</u>	<u>Industrial</u>
Phase 1	600 Units	150 Units	343,000 SF	100,000 SF	120 Rooms	2,474,298 SF

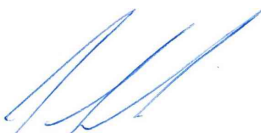
The Phase 1 Project will be designed in accordance with current governmental regulations and requirements. The Phase 1 Project will serve its intended function so long as the construction is in substantial compliance with the design. It is further our opinion that:

- The estimated cost of the Phase 1 Project as set forth herein is reasonable based on prices currently being experienced in Pasco County, Florida, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the Phase 1 Project are required by applicable development approvals;
- The Phase 1 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the Phase 1 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course;
- The reasonably expected economic life of the Phase 1 Project is anticipated to be at least 20+ years; and
- The assessable property within the District will receive a special benefit from the Phase 1 Project that is at least equal to such costs.

The professional service for establishing the construction cost estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

The Phase 1 Project will be owned by the District or other governmental units. The Phase 1 Project is or will be located on lands owned or to be owned by the District or another governmental entity or on public easements in favor of the District or other governmental entity or is constructed pursuant to a government issued permit requirement. The Phase 1 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the Phase 1 Project, and that is not used as part of the Phase 1 Project, such fill will only be placed on-site where the cost of doing so is less expensive than hauling such fill off-site.

Please note that the Phase 1 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the Phase 1 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein to support the development and sale of the planned units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.



Clearview Land Design, P.L.
Jordan Schrader, P.E.

Exhibit A

All necessary permits for the construction of the Phase 1 Project have either been obtained or are reasonably expected to be obtained in due course, and include the following:

Agency	Permit Description	Permit Status
Phase 1 Mass Grading	Clearing, Grading and Master Stormwater Improvements for the Entire Phase 1 Area	Staff Approval Issued. Pending Final Permit Issuance
Phase 1A Roadways	±3,400 LF Collector Roadway and Utility Infrastructure	In Agency Review
Phase 1 Mass Grade Modification	Site Plan Modifications to Phase 1 Mass Grading	To Be Submitted for Permit Review Following Phase 1 Mass Grading Approval
Phase 1B Roadways (aka Tradeway Blvd 1 st Extension)	±3,000 LF Collector Roadway and Utility Infrastructure	In Design

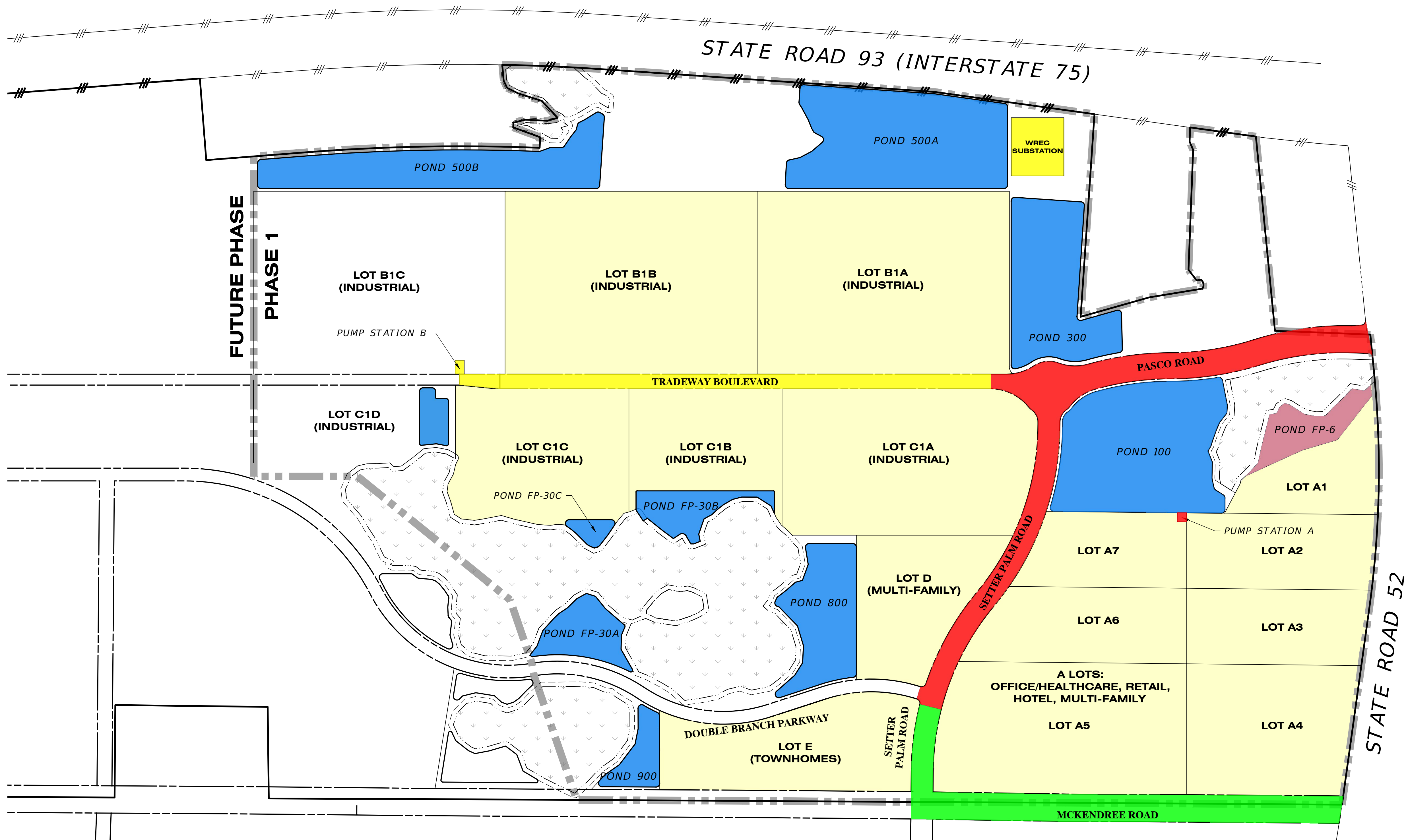
Notes:

Application for permits for the construction of Pasco Road extending south from State Road 52 to a roundabout connecting to the future Setter Palm Road and Setter Palm Road from the noted roundabout east to within 500 feet of McKendree Road has been made and is anticipated to be obtained 3rd quarter of 2023. The intersection improvements at Pasco Road and SR 52 are under review with the Florida Department of Transportation ("FDOT").

The construction plans for the extension of Tradeway, south of the roundabout and through the first phase of the business park, have been prepared and will be submitted in May 2023. Approval of such plan is anticipated in the 4th quarter of 2023.

The construction plans for the widening of McKendree road, along with the intersection improvements at SR 52 and connection to Setter Palm Road will be complete and submitted to the County and SWFWMD in Summer 2023 for permitting. Approval of such plans is anticipated in 4th quarter of 2023.

A preliminary development plan, the pre-cursor to any commercial subdivision plans and the final plat, was submitted with the 1A plans noted above and will be approved along with the roadway plans in the 3rd quarter of 2023.



Parcel ID	Land Use	Units/SF	Lot ID
IN1	Industrial	924,299	C1A, C1B, C1C
IN2	Industrial	1,549,999	B1A, B1B
RE1	Retail	80,000	A1, A2, A3, A4, A5
RE2	Retail	33,000	
RE3	Retail	28,000	
RE4	Retail	22,000	
RE5	Retail	100,000	
RE6	Retail	80,000	
OF1	Office	100,000	
HT1	Hotel	120	D
MF1	Multifamily	275	
MF2	Multifamily	325	A6,A7
TH1	Townhomes	150	E

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SECURITY INSTRUMENT RECEIPT

FORM 850-040-20
SYSTEMS PLANNING
04/93

APPLICATION NUMBER: 2023-C-798-00016 & 2024-A-798-00017

PART 1: PERMITTEE INFORMATION

Name of Applicant: Columnar Holdings

Name of Authorized Agent: Sean Ells

Name of Organization: Columnar Holdings

Mailing Address: 400 Crown Oak Center Drive, Longwood Florida 32750

Telephone: (361) 960-2343

Consultant/Engineer/or Project Manager: David W. Desilet , P.E.

Address: 5023 W. Laurel Street, Tampa Florida, 33607

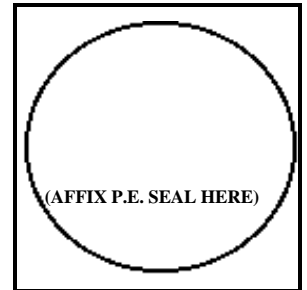
Telephone: (813) 289-0039 Mobile or FAX Phone (813) 841-3050
(CIRCLE ONE)

PART 2: ESTIMATED COST OF CONSTRUCTION ON RIGHT-OF-WAY

COST ESTIMATES \$ 2,849,138.00
PLEASE ATTACH ALL CALCULATIONS

Estimated by: David W. Desilet
NAME (Printed or Typed)

NOTE: Must be estimated by a Professional Engineer registered in the State of Florida



Signature

Date

PART 3: SECURITY INSTRUMENT RECEIPT CERTIFICATION

Received by Florida Department of Transportation:

Date Person Accepting Signature

Performance Bond returned by Certified Mail (Receipt of Certified Mail Attached):

Date Person Processing Signature

PART 4: INSPECTION VERIFICATION

Signature of Staff _____ Date _____

ATTACH INSPECTION DOCUMENTATION

SR 52 @ MCKENDREE 2023-C-798-00016**11-Jul-24**

SR 52 IMPROVEMENTS				
Description	Qty.	UM	Unit Price	Total Price
MOBILIZATION	1	LS	\$22,500.00	\$22,500.00
NPDES COMPLIANCE	1	LS	\$26,500.00	\$26,500.00
MAINTENANCE OF TRAFFIC	1	LS	\$120,000.00	\$120,000.00
CONST. STAKEOUT / RECORD SURVEY	1	LS	\$48,500.00	\$48,500.00
ENGINEERS INSPECTIONS & CERTIFICATIONS	1	LS	\$60,000.00	\$60,000.00
SILT FENCE	1400	LF	\$1.95	\$2,730.00
INLET PROTECTION	1	LS	\$1,400.00	\$1,400.00
DEMO EXISTING ASPHALT	210	SY	\$18.50	\$3,885.00
DEMO EXISTING CURB & GUTTER	1990	LF	\$8.00	\$15,920.00
DEMO EXISTING SIDEWALK	550	SY	\$12.00	\$6,600.00
DEMO EXISTING STORM SEWER	175	LF	\$87.00	\$15,225.00
EXCAVATE / PREP RIGHT OF WAY	1	LS	\$130,000.00	\$130,000.00
SWALE GRADING	660	LF	\$20.00	\$13,200.00
SOD RIGHT OF WAY - BAHIA	4900	SY	\$3.60	\$17,640.00
FINAL GRADING	1	LS	\$63,500.00	\$63,500.00
SAWCUT & MATCH EXISTING ASPHALT	1990	LF	\$2.00	\$3,980.00
1.5" TYPE FC 12.5 FRICTION COURSE	8520	SY	\$25.90	\$220,668.00
2" TYPE SP 12.5 ASPHALT PG 76-22	2355	SY	\$35.00	\$82,425.00
2" TYPE SP 12.5 ASPHALT	2355	SY	\$40.00	\$94,200.00
MILL EXISTING ASPHALT 1.5"	6165	SY	\$7.40	\$45,621.00
OPT. BASE GROUP 9 - 6" ASPHALT BASE	200	SY	\$105.00	\$21,000.00
OPT. BASE GROUP 9 - 10" LIMEROCK	2155	SY	\$31.00	\$66,805.00
12" STABILIZED SUBGRADE	2155	SY	\$22.75	\$49,026.25
STABILIZED SUBGRADE (2.5" B-12.5 ASPHALT)	200	SY	\$67.00	\$13,400.00
TYPE "E" CURB W/ STABILIZATION	645	LF	\$50.25	\$32,411.25
TYPE "F" CURB W/ STABILIZATION	1320	LF	\$46.35	\$61,182.00
4" CONCRETE SIDEWALK	8790	SF	\$9.05	\$79,549.50
5' ADA HANDICAPPED RAMP	2	EACH	\$1,550.00	\$3,100.00
10' ADA HANDICAPPED RAMP	2	EACH	\$2,250.00	\$4,500.00
SIGNAGE & STRIPING	1	LS	\$65,500.00	\$65,500.00
CONNECT TO EXISTING STORM STRUCTURE	3	EACH	\$5,550.00	\$16,650.00
18" HP STORM	208	LF	\$115.00	\$23,920.00
24" HP STORM	20	LF	\$245.00	\$4,900.00
FDOT TYPE P-3 CURB INLET	1	EACH	\$12,500.00	\$12,500.00
FDOT TYPE P-5 CURB INLET	3	EACH	\$11,500.00	\$34,500.00
18" MES	2	EACH	\$4,100.00	\$8,200.00
CONVERT CURB INLET TO MANHOLE	3	EACH	\$5,400.00	\$16,200.00
DEWATERING	1	LS	\$1,850.00	\$1,850.00
STORM SEWER TESTING	1	LS	\$2,650.00	\$2,650.00

ASPHALT RESTORATION	60	SY	\$180.00	\$10,800.00
ADJUST EXISTING GATE VALVE BOX	5	EACH	\$540.00	\$2,700.00
RELOCATE FIRE HYDRANT ASSEMBLY	2	EACH	\$8,650.00	\$17,300.00
RELOCATE LIGHT POLE	4	EACH	\$11,500.00	\$46,000.00
			SUB TOTAL	\$1,589,138.00

SIGNALIZATION IMPROVEMENTS				
Description	Qty.	UM	Unit Price	Total Price
MOBILIZATION	1	LS	\$12,000.00	\$12,000.00
NPDES COMPLIANCE	1	LS	\$2,350.00	\$2,350.00
MAINTENANCE OF TRAFFIC	1	LS	\$43,000.00	\$43,000.00
CONST. STAKEOUT / RECORD SURVEY	1	LS	\$7,100.00	\$7,100.00
SIGNALIZATION (60% Plans; Allowance)	1	LS	\$1,091,000.00	\$1,091,000.00
REMOVE / REPLACE F CURB	150	LF	\$120.00	\$18,000.00
5' ADA HANDICAPPED RAMP	2	EACH	\$1,900.00	\$3,800.00
10' ADA HANDICAPPED RAMP	2	EACH	\$3,250.00	\$6,500.00
MILL EXISTING ASPHALT 1.5"	340	SY	\$45.00	\$15,300.00
1.5" TYPE FC 12.5 FRICTION COURSE	340	SY	\$65.00	\$22,100.00
STRIPING	1	LS	\$27,500.00	\$27,500.00
SOD RIGHT OF WAY - BAHIA	500	SY	\$3.60	\$1,800.00
FINAL GRADING / CLEANUP	1	LS	\$9,550.00	\$9,550.00
			SUB TOTAL	\$1,260,000.00
			TOTAL	\$2,849,138.00

PTC

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**PTC
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2024**

**PTC
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2024**

	General Fund	Debt Service Fund Series 2023A	Debt Service Fund Series 2023B	Capital Projects Fund Series 2023A	Capital Projects Fund Series 2023B	Total Governmental Funds
ASSETS						
Cash	\$ 8,339	\$ -	\$ -	\$ -	\$ -	\$ 8,339
Investments						
Revenue	-	80,834	22	-	-	80,856
Reserve - encumbered	-	1,531,661	2,469,993	-	-	4,001,654
Reserve - available	-	938,963	1,666,650	-	-	2,605,613
Prepayment	-	14,581	-	-	-	14,581
Capitalized interest - encumbered	-	2,966,329	4,236,996	-	-	7,203,325
Capitalized interest - available	-	68,670	114,681	-	-	183,351
Construction - encumbered	-	-	-	273,236	538,493	811,729
Construction - available	-	-	-	4,698,655	12,122,163	16,820,818
Cost of issuance	-	9,294	17,626	-	-	26,920
Retainage	-	-	-	2,521,696	3,735,241	6,256,937
Due from Landowner	85,037	-	-	-	-	85,037
Due from capital projects fund 2023B	-	-	-	4,257,746	-	4,257,746
Utility deposit	36,844	-	-	-	-	36,844
Total assets	<u>\$ 130,220</u>	<u>\$5,610,332</u>	<u>\$ 8,505,968</u>	<u>\$11,751,333</u>	<u>\$16,395,897</u>	<u>\$42,393,750</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 87,952	\$ -	\$ -	\$ -	\$ -	\$ 87,952
Contracts payable	-	-	-	2,661,055	-	2,661,055
Retainage payable	-	-	-	809,476	538,819	1,348,295
Due to capital projects fund 2023A	-	-	-	-	4,257,746	4,257,746
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>93,952</u>	<u>-</u>	<u>-</u>	<u>3,470,531</u>	<u>4,796,565</u>	<u>8,361,048</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	85,037	-	-	-	-	85,037
Total deferred inflows of resources	<u>85,037</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>85,037</u>
Fund balances:						
Restricted for:						
Debt service	-	5,610,332	8,505,968	-	-	14,116,300
Capital projects	-	-	-	8,280,802	11,599,332	19,880,134
Unassigned	(48,769)	-	-	-	-	(48,769)
Total fund balances	<u>(48,769)</u>	<u>5,610,332</u>	<u>8,505,968</u>	<u>8,280,802</u>	<u>11,599,332</u>	<u>33,947,665</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 130,220</u>	<u>\$5,610,332</u>	<u>\$ 8,505,968</u>	<u>\$11,751,333</u>	<u>\$16,395,897</u>	<u>\$42,393,750</u>

PTC
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2024

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 25,088	\$ 110,599	23%
Total revenues	-	25,088	110,599	23%
EXPENDITURES				
Professional & administrative				
Supervisors	-	1,938	6,459	30%
Management/admin/recording	4,000	40,000	48,000	83%
Legal	5,496	13,769	25,000	55%
Engineering	-	-	2,000	0%
Audit	-	-	5,000	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	-	750	1,000	75%
Trustee - 1st series	-	-	5,500	0%
DSF accounting - 1st series	458	4,583	5,500	83%
Telephone	17	167	200	84%
Postage	-	207	500	41%
Printing & binding	42	417	500	83%
Legal advertising	218	751	1,700	44%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Meeting room rental	655	913	1,650	55%
Contingencies/bank charges	5	512	500	102%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Connection fee	70	70	-	N/A
Total professional & administrative	10,961	70,157	110,599	63%
Other fees & charges				
Property appraiser initial fee	-	150	-	N/A
Total other fees & charges	-	150	-	N/A
Total expenditures	10,961	70,307	110,599	64%
Excess/(deficiency) of revenues over/(under) expenditures	(10,961)	(45,219)	-	
Fund balances - beginning	(37,808)	(3,550)	-	
Fund balances - ending	\$ (48,769)	\$ (48,769)	\$ -	

PTC
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023A
FOR THE PERIOD ENDED JULY 31, 2024

	Current Month	Year To Date
REVENUES		
Interest	\$ 4,693	\$ 103,161
Unrealized gain/(loss)	175,812	175,812
Total revenues	<u>180,505</u>	<u>278,973</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	6,929
Interest	-	1,523,551
Total debt service	<u>-</u>	<u>1,530,480</u>
Excess/(deficiency) of revenues over/(under) expenditures	180,505	(1,251,507)
Fund balances - beginning	5,429,827	6,861,839
Fund balances - ending	<u><u>\$ 5,610,332</u></u>	<u><u>\$ 5,610,332</u></u>

**PTC
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023B
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 7,510	\$ 155,881
Unrealized gain/(loss)	263,991	263,991
Total revenues	<u>271,501</u>	<u>419,872</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	6,671
Interest	-	2,184,516
Total debt service	<u>-</u>	<u>2,191,187</u>
Excess/(deficiency) of revenues over/(under) expenditures	271,501	(1,771,315)
Fund balances - beginning	8,234,467	10,277,283
Fund balances - ending	<u><u>\$ 8,505,968</u></u>	<u><u>\$ 8,505,968</u></u>

**PTC
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023A
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 90,207	\$ 536,646
Total revenues	<u>90,207</u>	<u>536,646</u>
EXPENDITURES		
Construction costs	<u>1,004,458</u>	<u>12,178,699</u>
Total expenditures	<u>1,004,458</u>	<u>12,178,699</u>
Excess/(deficiency) of revenues over/(under) expenditures	(914,251)	(11,642,053)
Fund balances - beginning	<u>9,195,053</u>	<u>19,922,855</u>
Fund balances - ending	<u><u>\$ 8,280,802</u></u>	<u><u>\$ 8,280,802</u></u>

PTC
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023B
FOR THE PERIOD ENDED JULY 31, 2024

	Current Month	Year To Date
REVENUES		
Interest	\$ 180,860	\$ 1,021,023
Total revenues	<u>180,860</u>	<u>1,021,023</u>
EXPENDITURES		
Construction costs	<u>1,321,263</u>	<u>16,019,831</u>
Total expenditures	<u>1,321,263</u>	<u>16,019,831</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,140,403)	(14,998,808)
Fund balances - beginning	<u>12,739,735</u>	<u>26,598,140</u>
Fund balances - ending	<u><u>\$ 11,599,332</u></u>	<u><u>\$ 11,599,332</u></u>

PTC

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
PTC COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the PTC Community Development District held a Public Hearing and Regular Meeting on July 26, 2024 at 11:00 a.m., at the 30435 Commerce Dr., Unit 105, San Antonio, Florida 33576.

Present were:

Michael Wolf	Chair
Clifton Fischer	Assistant Secretary
Jacob Essman	Assistant Secretary
Bob Tankel	Assistant Secretary

Also present:

Kristen Suit	District Manager
Grace Kobitter	District Counsel
Jordan Schrader (via telephone)	District Engineer
Doug South	CH II Management, LLC

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 11:00 a.m.

Supervisors Wolf, Fischer, Tankel and Essman were present. Supervisor Porter was absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

A. Affidavit of Publication

- 37 **B. Resolution 2024-05, Relating to the Annual Appropriations and Adopting the Budget**
38 **for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025;**
39 **Authorizing Budget Amendments; and Providing an Effective Date**

40
41 **On MOTION by Mr. Tankel and seconded by Mr. Wolf, with all in favor, the**
42 **Public Hearing was opened.**

43
44
45 Ms. Suit stated that the proposed Fiscal Year 2025 budget is the same as the previously
46 approved version. It is a Landowner-funded budget, with expenses being funded as they are
47 incurred.

48 No affected property owners or members of the public spoke.

49
50 **On MOTION by Mr. Wolf and seconded by Mr. Tankel, with all in favor, the**
51 **Public Hearing was closed.**

52
53 **On MOTION by Mr. Wolf and seconded by Mr. Tankel, with all in favor,**
54 **Resolution 2024-05, Relating to the Annual Appropriations and Adopting the**
55 **Budget for the Fiscal Year Beginning October 1, 2024, and Ending September**
56 **30, 2025; Authorizing Budget Amendments; and Providing an Effective Date,**
57 **was adopted.**

58
59
60 **FOURTH ORDER OF BUSINESS**

61 **Consideration of Fiscal Year 2025 Budget**
62 **Funding Agreement**

63 **On MOTION by Mr. Wolf and seconded by Mr. Tankel, with all in favor, the**
64 **Fiscal Year 2025 Budget Funding Agreement with PTC Boyette, LLC, was**
65 **approved.**

66
67
68 **FIFTH ORDER OF BUSINESS**

69 **Ratification Items**

70 Ms. Suit presented the following:

- 71 **A. Withlacoochee River Electric Cooperative, Inc. Street/Outdoor Lighting Agreement**
72 **(New Lighting) and Invoice**

On MOTION by Mr. Wolf and seconded by Mr. Tankel, with all in favor, the Withlacoochee River Electric Cooperative, Inc., Street/Outdoor Lighting Agreement for New Lighting and Invoice, in a not-to-exceed amount of \$36,543.92, were ratified.

B. Mortensen Engineering, Inc. Items

- I. Invoice 2435 [\$10,000.00 Paco Town Center WA No. 2]
- II. Invoice 2436 [\$10,000.00 Paco Town Center WA No. 3]
- III. Invoice 2437 [\$4,000.00 Paco Town Center WA No. 7]
- IV. Invoice 2471 [\$12,210.00 Double Branch WA#8]
- V. Invoice 2530 [\$15,000.00 Paco Town Center WA No. 2]
- VI. Invoice 2531 [\$10,000.00 Paco Town Center WA No. 3]
- VII. Invoice 2532 [\$6,000.00 Paco Town Center WA No. 7]

On MOTION by Mr. Wolf and seconded by Mr. Tankel, with all in favor, Mortensen Engineering, Inc., Invoices 2435, 2436, 2437, 2471, 2530, 2531 and 2532, were ratified.

VIII. Construction Materials Testing Services Proposal and Work Authorization Number 9

On MOTION by Mr. Wolf and seconded by Mr. Tankel, with all in favor, Mortensen Engineering, Inc. Construction Materials Testing Services Proposal and Work Authorization Number 9, in a not-to-exceed amount of \$96,708, were ratified.

C. Clearview Land Design, P.L. Items

- I. Work Authorization Number 4 [Construction Inspection and Certification Services]

On MOTION by Mr. Wolf and seconded by Mr. Tankel, with all in favor, Clearview Land Design, P.L. Work Authorization Number 4 for Construction Inspection and Certification Services, in a not-to-exceed amount of \$107,500, was ratified.

II. Change Order No. 2 [Pasco Town Center Mass Grading and Phase 1A Project]

On MOTION by Mr. Wolf and seconded by Mr. Tankel, with all in favor, Phillips & Jordan Change Order No. 2 for the Pasco Town Center Mass Grading and Phase 1A Project, was ratified.

D. RIPA & Associates, L.L.C. Agreement for Construction Contract (Stipulated Price) McKendree Road 1st Extension

On MOTION by Mr. Wolf and seconded by Mr. Tankel, with all in favor, the RIPA & Associates, L.L.C. Agreement for Construction Contract (Stipulated Price) McKendree Road 1st Extension, was ratified.

E. GeoPoint Surveying, Inc. Items

I. Agreement for Professional Surveying Services

II. Work Authorization 1 [Subsurface Utility Exploration for SR 52 and McKendree Road Intersection Traffic Signal Design]

On MOTION by Mr. Wolf and seconded by Mr. Tankel, with all in favor, the GeoPoint Surveying, Inc. Agreement for Professional Surveying Services and Work Authorization 1 for Subsurface Utility Exploration for SR 52 and McKendree Road Intersection Traffic Signal Design, in a not-to-exceed amount of \$8,000, were ratified.

F. Mitigation Marketing Balance Invoice [Hillsboro River Mitigation Bank Ph 2 – State, Pasco Town Center McKendree Roadway Extension, SWFWMD Permit No 879923]

On MOTION by Mr. Wolf and seconded by Mr. Tankel, with all in favor, Mitigation Marketing Balance Invoice [Hillsboro River Mitigation Bank Ph 2 – State, Pasco Town Center McKendree Roadway Extension, SWFWMD Permit No 879923], in the amount of \$196,875, was ratified.

SIXTH ORDER OF BUSINESS**Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]**

Ms. Suit stated, to comply with the new state requirement for CDDs to provide annual goals and objectives, District Management and District Counsel collaborated on developing a general performance measures and standards document for use throughout all CDDs, which is outlined in the memorandum.

Ms. Kobitter stated that this new legislation went into effect July 1, 2024; the CDD is required to adopt this by October 1, 2024 and then annually. The goals primarily consist of what the CDD is already required to do statutorily and can be modified to tailor it to the CDD, as needed.

On MOTION Mr. Wolf and seconded by Mr. Tankel, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

SEVENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of June 30, 2024**

On MOTION by Mr. Wolf and seconded by Mr. Tankel, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.

EIGHTH ORDER OF BUSINESS**Approval of May 8, 2024 Regular Meeting Minutes**

On MOTION by Mr. Wolf and seconded by Mr. Tankel, with all in favor, the May 8, 2024 Regular Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kilinski | Van Wyk**

Ms. Kobitter reminded the Board Members that they must complete four hours of ethics training by December 31, 2024. Form 1 should have been filed by July 1, 2024.

B. District Engineer: Clearview Land Design, P.L.

There was no report.

C. District Manager: Wrathell, Hunt and Associates, LLC**• UPCOMING MEETINGS:**

- **August 23, 2024 at 11:00 AM**
- **September 27, 2024 at 11:00 AM**
- **QUORUM CHECK**

The August 23, 2024 and September 27, 2024 meetings will be cancelled. The next scheduled meeting is October 25, 2024.

TENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

ELEVENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

TWELFTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Wolf and seconded by Mr. Tankel, with all in favor, the meeting adjourned at 11:13 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

214
215
216
217
218

Secretary/Assistant Secretary

Chair/Vice Chair

PTC

COMMUNITY DEVELOPMENT DISTRICT

**STAFF
REPORTS**

PTC COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
30435 Commerce Dr., Unit 105, San Antonio, Florida 33576		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 25, 2024	Regular Meeting	11:00 AM
November 5, 2024	Landowners' Meeting	10:00 AM
November 22, 2024	Regular Meeting	5:00 PM
December 27, 2024*	Regular Meeting	5:00 PM
January 24, 2025	Regular Meeting	11:00 AM
February 28, 2025	Regular Meeting	11:00 AM
March 28, 2025	Regular Meeting	11:00 AM
April 25, 2025	Regular Meeting	11:00 AM
May 23, 2025	Regular Meeting	11:00 AM
June 27, 2025	Regular Meeting	5:00 PM
July 25, 2025	Regular Meeting	11:00 AM
August 22, 2025	Regular Meeting	11:00 AM
September 26, 2025	Regular Meeting	5:00 PM
All meetings of the District's Board of Supervisors, which shall include a minimum of four (4) times per year during evening hours, must be open to the public and governed by the Government-in-the-Sunshine requirements of Chapter 286, Florida Statutes.		

***Exception**

The December meeting date is two days following the Christmas Day holiday.