## PTC

**COMMUNITY DEVELOPMENT** DISTRICT August 22, 2025 **BOARD OF SUPERVISORS PUBLIC HEARINGS AND** REGULAR MEETING **AGENDA** 

# 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 15, 2025

**ATTENDEES:** 

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

Board of Supervisors PTC Community Development District

#### Dear Board Members:

The Board of Supervisors of the PTC Community Development District will hold Public Hearings and a Regular Meeting on August 22, 2025 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. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
  - A. Affidavit of Publication
  - B. Consideration of Resolution 2025-11, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date
- 4. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2025/2026, Pursuant to Florida Law
  - A. Proof/Affidavit of Publication
  - B. Mailed Notice(s) to Property Owners
  - C. Consideration of Resolution 2025-12, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2026; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
- 5. Presentation of Audited Annual Financial Report for Fiscal Year Ended September 30, 2024, Prepared by Berger, Toombs, Elam, Gaines & Frank

- A. Consideration of Resolution 2025-13, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024
- 6. Consideration of Resolution 2025-14, Amending Resolution 2025-10 Regarding the Selection of Additional Firms for Competitive Negotiations for Continuing Engineering Services; Providing a Severability Clause; and Providing an Effective Date
- 7. Consideration of Special Districts Performance Measures and Standards Reporting FY2026
  - Authorization of Chair to Approve Findings Related to 2025 Special Districts
     Performance Measures and Standards Reporting
- 8. Discussion/Consideration: WREC Transmission Lines Through PTC CDD Conservation Easement
  - A. PTC CDD join or be Applicant of a SWFWMD Environmental Resources Permit or Modification
  - B. WREC to Contract and Pay for Consultant Fees, Permit Fees, Mitigation Fees and any Loss of Land Use Fees to SWFWMD
  - C. Reimbursement Agreement between PTC CDD & WREC (should it become necessary)
- 9. Ratification Items
  - A. Phase 1 Work Product Acquisition #6
  - B. Ardurra Group, Inc., Continuing Professional Engineering Services Agreement
  - C. Heidt Design, LLC, Continuing Professional Engineering Services Agreement
  - D. Clearview Land Design, P.L. Change Order No. 2 [McKendree Road First Extension]
  - E. Water Resource Associates, LLC Work Authorizations
    - Number 1 [Engineering, Design, Permitting and Construction Support for 2,300 LF +/- Roadway from State Road 52 to Setter Palm Road]
    - II. Number 2 [Engineering, Design, Permitting and Construction Support for 750 LF +/- Roadway from McKendree Road to Double Branch Parkway]
  - F. Florida Design Consultants, Inc. Continuing Professional Engineering Services Agreement
- 10. Acceptance of Unaudited Financial Statements as of July 31, 2025

#### 11. Approval of Minutes

- A. November 5, 2024 Landowners' Meeting
- B. March 28, 2025 Regular Meeting
- C. June 13, 2025 Special Meeting
- D. July 10, 2025 Continued Special Meeting

#### 12. 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
  - 2 Registered Voters in District as of April 15, 2025
  - NEXT MEETING DATE: September 26, 2025 at 5:00 PM

#### QUORUM CHECK

SEAT 1	MICHAEL WOLF	In Person	PHONE	☐ <b>N</b> o
SEAT 2	CHASE COLLIER	In Person	PHONE	☐ No
SEAT 3	KELLY SINN	In Person	PHONE	☐ <b>N</b> o
SEAT 4	THATCHER BROWN	IN PERSON	PHONE	□No
SEAT 5	JOHN McKay	IN PERSON	PHONE	☐ No

- 13. Board Members' Comments/Requests
- 14. Public Comments

#### 15. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (410) 207-1802 or Jordan Lansford at (813) 728-6062.

Sincerely,

Kristen Suit District Manager FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 236 6447

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Serial Number 25-01562P



Published Weekly New Port Richey, Pasco County, Florida

COUNTY OF PASCO

#### STATE OF FLORIDA

Before the undersigned authority personally appeared <u>Lindsev Padgett</u> who on oath says that hc/she is Publisher's Representative of the Business Observer a weekly newspaper published at New Port Richey , Pasco County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of PTC Board of Supervisors Meeting on August 22, 2025

in the Court, was published in said newspaper by print in the

issues of 7/25/2025, 8/1/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

\*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

See Attached

Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

1st day of August, 2025 A.D.

by Lindsey Padgett who is personally known to me.

Notary Public, State of Florida

KIMBERLY S. MARTIN MY COMMISSION # HH 282034 EXPIRES: July 25, 2026

#### PER CESSMONELY DESCRIPTION ON THE BLCC.

NOMER OF PUBLIC HEARING TO CONSIDER THE ADDRIXON OF THE PISCAL YEAR 2018 BEINGET, NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERALI ONG AND MAINTENANI KEPPCIAL ANSESS. MENTS, APOPTION OF AN ASSESSMENT RULL, AND THE LEVY,
COLLECTION, AND PROPRIESSON OF THE SAME, AND NOTICE OF REGULAR BOARD OF SUPERVISHES MEETING.

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#### **RESOLUTION 2025-11**

THE ANNUAL APPROPRIATION RESOLUTION OF THE PTC COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2025, submitted to the Board of Supervisors ("Board") of the PTC Community Development District ("District") proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Fiscal Year 2026"), along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

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

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

**WHEREAS,** the District Manager posted the Proposed Budget on the District's website at least two (2) days before the public hearing; and

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

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

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

#### SECTION 1. BUDGET

a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the PTC Community Development District for the Fiscal Year Ending September 30, 2026."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least two (2) years.

#### **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2026, the sum of \$5,707,304 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$369,032
DEBT SERVICE FUND (SERIES 2023A)	\$2,464,209
DEBT SERVICE FUND (SERIES 2023B)	\$2,874,063
TOTAL ALL FUNDS	\$5,707,304

#### **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2026 or within sixty (60) days following the end of the Fiscal Year 2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate

change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within five (5) days after adoption and remain on the website for at least two (2) years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 22nd day of August, 2025.

ATTEST:	PTC COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Adopted Budget for Fiscal Year 2026

**Exhibit A:** Adopted Budget for Fiscal Year 2026

## PTC COMMUNITY DEVELOPMENT DISTRICT PROPOSED BUDGET FISCAL YEAR 2026

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PTC
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026

	Fiscal Year 2025				
	Proposed	Actual	Projected	Total	Proposed
	Budget	through	through	Actual &	Budget
	FY 2025	2/28/2025	9/30/2025	Projected	FY 2026
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 31,443
Allowable discounts (4%)			_	_	(1,258)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	30,185
Assessment levy: off-roll	-	-	-	-	338,847
Landowner contribution	316,903	38,656	243,112	281,768	-
Total revenues	316,903	38,656	243,112	281,768	369,032
EXPENDITURES					
Professional & administrative					
Supervisors	6,459	1,077	5,382	6,459	6,459
Management/admin/recording	48,000	20,000	28,000	48,000	48,000
Legal	25,000	6,846	18,154	25,000	25,000
Engineering	2,000	2,810	-	2,810	2,000
Audit	5,000	-	5,000	5,000	5,000
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	7,500	3,125	4,375	7,500	7,500
Trustee - 1st series	5,500	-	5,500	5,500	5,500
DSF accounting - 1st series	5,500	2,292	3,208	5,500	5,500
Telephone	200	83	117	200	200
Postage	500	72	428	500	500
Printing & binding	500	208	292	500	500
Legal advertising	1,700	88	1,612	1,700	1,700
Annual special district fee	175	-	175	175	175
Insurance	5,800	5,408	392	5,800	5,800
Contingencies/bank charges	500	338	162	500	500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Tax collector		<u> </u>			629
Total professional & administrative	115,749	42,347	74,212	116,559	116,378

PTC
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026

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FIG CO	l Year	・ソハ・ソム

		1 10001 1	Cai 2025		
	Proposed	Actual	Projected	Total	Proposed
	Budget	through	through	Actual &	Budget
	FY 2025	2/28/2025	9/30/2025	Projected	FY 2026
Field operations (shared)					
Management	4,500	-	4,500	4,500	4,500
Landscape maint.					
Maintenance contract	100,000	10,982	89,018	100,000	140,000
Plant replacement	2,500	-	2,500	2,500	2,500
Annuals	2,000	-	2,000	2,000	2,000
Mulch	4,000	-	4,000	4,000	4,000
Irrigation repairs	1,500	-	1,500	1,500	1,500
Aquatic maintenance					
Maintenance contract	36,000	3,400	32,600	36,000	28,000
Lake/pond bank maintenance	2,500	-	2,500	2,500	6,000
Wetland mitigation buffer maintenance	5,000	-	5,000	5,000	5,000
Utility					
Reclaimed domestic irrigation	7,800	-	7,800	7,800	7,800
Electric service	4,200	212	3,988	4,200	4,200
Street lights- collector roads	12,434	-	12,434	12,434	12,434
Sidewalk repairs & maintenance	500	-	500	500	1,500
Street sign repair & replacement	1,200	-	1,200	1,200	1,200
Telephone fax & internet	1,020	-	1,020	1,020	1,020
Wildlife management services	2,500	-	2,500	2,500	2,500
Dog waste station supllies & service	2,250	-	2,250	2,250	2,250
Power washing	1,250	-	1,250	1,250	1,250
Miscellanous	10,000	-	10,000	10,000	25,000
Total field operations	201,154	14,594	186,560	201,154	252,654
Total expenditures	316,903	56,941	260,772	317,713	369,032
Excess/(deficiency) of revenues					
over/(under) expenditures	_	(18,285)	(17,660)	(35,945)	_
over/(under) expenditures	_	(10,203)	(17,000)	(33,943)	-
Fund balance - beginning (unaudited)	-	35,945	17,660	35,945	-
Unassigned	-	17,660	-	-	-
Fund balance - ending (projected)	\$ -	\$ 17,660	\$ -	\$ -	\$ -

#### PTC

#### **COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF GENERAL FUND EXPENDITURES**

Expenditures Professional & administrative		
Supervisors	\$	6,459
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800	Ψ	0,400
Management/admin/recording		48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community		
development districts by combining the knowledge, skills and experience of a team of		
professionals to ensure compliance with all of the District's governmental requirements.		
WHA develops financing programs, administers the issuance of tax exempt bond		
financings, operates and maintains the assets of the community.		25 000
Legal  General counsel and legal representation, which includes issues relating to public		25,000
finance, public bidding, rulemaking, open meetings, public records, real property		
dedications, conveyances and contracts.		
Engineering		2,000
The District's Engineer will provide construction and consulting services, to assist the		
District in crafting sustainable solutions to address the long term interests of the		
community while recognizing the needs of government, the environment and		
maintenance of the District's facilities.		E 000
Audit  Statutorily required for the District to undertake an independent examination of its books,		5,000
records and accounting procedures.		
Arbitrage rebate calculation		500
To ensure the District's compliance with all tax regulations, annual computations are		
necessary to calculate the arbitrage rebate liability.		
Dissemination agent		7,500
The District must annually disseminate financial information in order to comply with the		
requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt		
& Associates serves as dissemination agent.		F F00
Trustee - 1st series		5,500
Annual fee for the service provided by trustee, paying agent and registrar.  DSF accounting - 1st series		5,500
Telephone		200
Telephone and fax machine.		
Postage		500
Mailing of agenda packages, overnight deliveries, correspondence, etc.		
Printing & binding		500
Letterhead, envelopes, copies, agenda packages, etc.		
Legal advertising		1,700
The District advertises for monthly meetings, special meetings, public hearings, public		
bids, etc.		175
Annual special district fee Annual fee paid to the Florida Department of Economic Opportunity.		175
Insurance		5,800
The District will obtain public officials and general liability insurance.		3,000
Contingencies/bank charges		500
Bank charges and other miscellaneous expenses incurred during the year.		230
Website hosting & maintenance		705
Website ADA compliance		210
Tax collector		629

#### PTC

### COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF GENERAL FUND EXPENDITURES

### Expeditures (continued) Field operations (shared)

Field operations (shared)	
Management	4,500
Inpsection & reporting	
Landscape maint.	
Maintenance contract	140,000
4 cuts for 8 months + 2 cuts for 4 months = 40 cuts \$2500 each	
Plant replacement	2,500
Annuals	2,000
Mulch	4,000
Irrigation repairs	1,500
Aquatic maintenance	28,000
10 times @ \$300 each month	
Lake/pond bank maintenance	6,000
Errosion repairs	
Wetland mitigation buffer maintenance	5,000
\$800 monthly	
Reclaimed domestic irrigation	7,800
Electric service	4,200
1 light signage, 1 irrigation	
Street lights- collector roads	12,434
30 @ \$28.85 + 17 @ 24.35 plus 10%	
Sidewalk repairs & maintenance	1,500
Street sign repair & replacement	1,200
Telephone fax & internet	1,020
Wildlife management services	2,500
Dog waste station supllies & service	2,250
Power washing	1,250
Miscellanous	25,000
Total expenditures	\$ 369,032

### PTC COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND BUDGET - SERIES 2023A FISCAL YEAR 2026

		Fiscal Year 2024				
	Proposed	Actual	Projected	Total	Proposed	
	Budget	through	through	Actual &	Budget	
	FY 2025	2/28/2025	9/30/2025	Projected	FY 2025	
REVENUES						
Assessment levy: on-roll	\$ -				\$ 332,962	
Allowable discounts (4%)					(13,318)	
Net assessment levy - on-roll	-	-	-	-	319,644	
Assessment levy: off-roll	194,842	-	194,842	194,842	2,138,542	
Interest	-	41,016	-	41,016	-	
Unrealized gain/loss		47,470		47,470		
Total revenues	194,842	88,486	194,842	235,858	2,458,186	
EXPENDITURES						
Debt service						
Principal	-	-	-	-	360,000	
Principal prepayment		60,000	-	60,000	-	
Interest	2,101,450	1,050,725	1,048,775	2,099,500	2,097,550	
Tax collector				-	6,659	
Total debt service	2,101,450	1,110,725	1,048,775	2,159,500	2,464,209	
Excess/(deficiency) of revenues	(4.000.000)	(4,000,000)	(050,000)	(4.000.040)	(0.000)	
over/(under) expenditures	(1,906,608)	(1,022,239)	(853,933)	(1,923,642)	(6,023)	
Fund balance:						
Beginning fund balance (unaudited)	6,422,860	5,672,406	4,650,167	5,672,406	3,748,764	
Ending fund balance (projected)	\$ 4,516,252	\$ 4,650,167	\$ 3,796,234	\$ 3,748,764	\$ 3,742,741	
Enaing fails balance (projected)	Ψ 1,010,202	Ψ 1,000,101	Ψ 0,7 00,20 1	Ψ 0,7 10,701	Ψ 0,7 12,7 11	
Use of fund balance:						
Debt service reserve account balance (re	equired)				(2,452,188)	
Interest expense - November 1, 2026	oquilou,				(1,037,075)	
Projected fund balance surplus/(deficit) a	as of September 30	. 2026			\$ 253,478	
	p.ooi 00	,			<del>+</del> <del>-</del>	

PTC
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023A AMORTIZATION SCHEDULE

	Balana langal	0	Bond Polytonia		
08/10/23	Principal	Coupon	Interest	Debt Service	Balance
11/01/23			472,826.25	472,826.25	32,330,000.00 CAPI
05/01/24		6.500%	1,050,725.00	1,050,725.00	32,330,000.00 CAPI
11/01/24	60,000.00	0.50070	1,050,725.00	1,110,725.00	32,270,000.00 CAPI
05/01/25	00,000.00	6.500%	1,048,775.00	1,048,775.00	32,270,000.00 CAPI
11/01/25		0.00070	1,048,775.00	1,048,775.00	32,270,000.00 CAPI
05/01/26	360,000.00	6.500%	1,048,775.00	1,408,775.00	31,910,000.00
11/01/26	,		1,037,075.00	1,037,075.00	31,910,000.00
05/01/27	385,000.00	6.500%	1,037,075.00	1,422,075.00	31,525,000.00
11/01/27	,		1,024,562.50	1,024,562.50	31,525,000.00
05/01/28	410,000.00	6.500%	1,024,562.50	1,434,562.50	31,115,000.00
11/01/28			1,011,237.50	1,011,237.50	31,115,000.00
05/01/29	440,000.00	6.500%	1,011,237.50	1,451,237.50	30,675,000.00
11/01/29			996,937.50	996,937.50	30,675,000.00
05/01/30	465,000.00	6.500%	996,937.50	1,461,937.50	30,210,000.00
11/01/30			981,825.00	981,825.00	30,210,000.00
05/01/31	500,000.00	6.500%	981,825.00	1,481,825.00	29,710,000.00
11/01/31			965,575.00	965,575.00	29,710,000.00
05/01/32	530,000.00	6.500%	965,575.00	1,495,575.00	29,180,000.00
11/01/32			948,350.00	948,350.00	29,180,000.00
05/01/33	565,000.00	6.500%	948,350.00	1,513,350.00	28,615,000.00
11/01/33	-		929,987.50	929,987.50	28,615,000.00
05/01/34	605,000.00	6.500%	929,987.50	1,534,987.50	28,010,000.00
11/01/34	-		910,325.00	910,325.00	28,010,000.00
05/01/35	645,000.00	6.500%	910,325.00	1,555,325.00	27,365,000.00
11/01/35	-		889,362.50	889,362.50	27,365,000.00
05/01/36	690,000.00	6.500%	889,362.50	1,579,362.50	26,675,000.00
11/01/36	-		866,937.50	866,937.50	26,675,000.00
05/01/37	735,000.00	6.500%	866,937.50	1,601,937.50	25,940,000.00
11/01/37	-	/	843,050.00	843,050.00	25,940,000.00
05/01/38	785,000.00	6.500%	843,050.00	1,628,050.00	25,155,000.00
11/01/38	-	0.5000/	817,537.50	817,537.50	25,155,000.00
05/01/39	835,000.00	6.500%	817,537.50	1,652,537.50	24,320,000.00
11/01/39	-	C 5000/	790,400.00	790,400.00	24,320,000.00
05/01/40	890,000.00	6.500%	790,400.00	1,680,400.00	23,430,000.00
11/01/40	-	C F000/	761,475.00	761,475.00	23,430,000.00
05/01/41 11/01/41	955,000.00	6.500%	761,475.00 730,437.50	1,716,475.00	22,475,000.00 22,475,000.00
05/01/42	1,015,000.00	6.500%	730,437.50	730,437.50 1,745,437.50	21,460,000.00
11/01/42	1,013,000.00	0.500 /0	697,450.00	697,450.00	21,460,000.00
05/01/43	1,085,000.00	6.500%	697,450.00	1,782,450.00	20,375,000.00
11/01/43	1,000,000.00	0.30070	662,187.50	662,187.50	20,375,000.00
05/01/44	1,160,000.00	6.500%	662,187.50	1,822,187.50	19,215,000.00
11/01/44	-, 100,000.00	0.00070	624,487.50	624,487.50	19,215,000.00
05/01/45	1,235,000.00	6.500%	624,487.50	1,859,487.50	17,980,000.00
11/01/45	-,200,000.00	3.00070	584,350.00	584,350.00	17,980,000.00
05/01/46	1,320,000.00	6.500%	584,350.00	1,904,350.00	16,660,000.00
11/01/46	-		541,450.00	541,450.00	16,660,000.00
05/01/47	1,405,000.00	6.500%	541,450.00	1,946,450.00	15,255,000.00
11/01/47	-		495,787.50	495,787.50	15,255,000.00

PTC
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023A AMORTIZATION SCHEDULE

					Bond
	Principal	Coupon	Interest	Debt Service	Balance
05/01/48	1,500,000.00	6.500%	495,787.50	1,995,787.50	13,755,000.00
11/01/48	-		447,037.50	447,037.50	13,755,000.00
05/01/49	1,600,000.00	6.500%	447,037.50	2,047,037.50	12,155,000.00
11/01/49	-		395,037.50	395,037.50	12,155,000.00
05/01/50	1,710,000.00	6.500%	395,037.50	2,105,037.50	10,445,000.00
11/01/50	-		339,462.50	339,462.50	10,445,000.00
05/01/51	1,825,000.00	6.500%	339,462.50	2,164,462.50	8,620,000.00
11/01/51	-		280,150.00	280,150.00	8,620,000.00
05/01/52	1,950,000.00	6.500%	280,150.00	2,230,150.00	6,670,000.00
11/01/52	-		216,775.00	216,775.00	6,670,000.00
05/01/53	2,080,000.00	6.500%	216,775.00	2,296,775.00	4,590,000.00
11/01/53	-		149,175.00	149,175.00	4,590,000.00
05/01/54	2,220,000.00	6.500%	149,175.00	2,369,175.00	2,370,000.00
11/01/54	-		77,025.00	77,025.00	2,370,000.00
05/01/55	2,370,000.00	6.500%	77,025.00	2,447,025.00	-
11/01/55			-	-	-
Total	32,330,000.00		44,227,950.00	76,557,950.00	

## PTC COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND BUDGET - SERIES 2023B FISCAL YEAR 2026

		Fiscal Y	ear 2024		
	Proposed	Actual	Projected	Total	Proposed
	Budget	through	through	Actual &	Budget
	FY 2025	2/28/2025	9/30/2025	Projected	FY 2025
REVENUES					
Assessment levy: on-roll	\$ -				\$ -
Allowable discounts (4%)					
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	-
Assessment levy: off-roll	262,926	-	262,926	262,926	2,874,052
Developer contribution	-	-	-	-	-
Interest	-	85,361	-	85,361	-
Unrealized gain/loss	-	71,811	-	71,811	-
Total revenues	262,926	157,172	262,926	420,098	2,874,052
EXPENDITURES					
Debt service					
Principal prepayment	_	2,225,000	_	2,225,000	_
Interest	3,013,125	1,506,563	1,437,031	2,943,594	2,874,063
Tax collector	-	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-, ,	_,0 .0,00 .	_,0: :,000
Total debt service	3,013,125	3,731,563	1,437,031	5,168,594	2,874,063
Excess/(deficiency) of revenues					
over/(under) expenditures	(2,750,199)	(3,574,391)	(1,174,105)	(4,748,496)	(11)
over/(under) experiorares	(2,730,199)	(3,374,391)	(1,174,103)	(4,740,430)	(11)
Fund balance:					
Beginning fund balance (unaudited)	9,656,384	10,651,883	7,077,492	10,651,883	5,903,387
Ending fund balance (projected)	\$ 6,906,185	\$ 7,077,492	\$ 5,903,387	\$ 5,903,387	\$ 5,903,376
lles of found below as					
Use of fund balance:					(0.774.004)
Debt service reserve account balance (re	equirea)				(3,771,094)
Interest expense - November 1, 2026					(1,437,031)
Projected fund balance surplus/(deficit) a	as of September 30	1, 2026			\$ 695,251

PTC
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023B AMORTIZATION SCHEDULE

					Bond
	Principal	Coupon	Interest	Debt Service	Balance
08/10/23					
11/01/23			677,953.13	677,953.13	48,210,000.00 CAPI
05/01/24		6.250%	1,506,562.50	1,506,562.50	48,210,000.00 CAPI
11/01/24	2,225,000.00		1,506,562.50	3,731,562.50	45,985,000.00 CAPI
05/01/25		6.250%	1,437,031.25	1,437,031.25	45,985,000.00 CAPI
11/01/25			1,437,031.25	1,437,031.25	45,985,000.00 CAPI
05/01/26		6.250%	1,437,031.25	1,437,031.25	45,985,000.00
11/01/26			1,437,031.25	1,437,031.25	45,985,000.00
05/01/27		6.250%	1,437,031.25	1,437,031.25	45,985,000.00
11/01/27			1,437,031.25	1,437,031.25	45,985,000.00
05/01/28		6.250%	1,437,031.25	1,437,031.25	45,985,000.00
11/01/28			1,437,031.25	1,437,031.25	45,985,000.00
05/01/29		6.250%	1,437,031.25	1,437,031.25	45,985,000.00
11/01/29			1,437,031.25	1,437,031.25	45,985,000.00
05/01/30		6.250%	1,437,031.25	1,437,031.25	45,985,000.00
11/01/30		/	1,437,031.25	1,437,031.25	45,985,000.00
05/01/31		6.250%	1,437,031.25	1,437,031.25	45,985,000.00
11/01/31		/	1,437,031.25	1,437,031.25	45,985,000.00
05/01/32		6.250%	1,437,031.25	1,437,031.25	45,985,000.00
11/01/32		0.0500/	1,437,031.25	1,437,031.25	45,985,000.00
05/01/33	925,000.00	6.250%	1,437,031.25	2,362,031.25	45,060,000.00
11/01/33		/	1,408,125.00	1,408,125.00	45,060,000.00
05/01/34	985,000.00	6.250%	1,408,125.00	2,393,125.00	44,075,000.00
11/01/34	4 0 4 5 0 0 0 0 0	0.0500/	1,377,343.75	1,377,343.75	44,075,000.00
05/01/35	1,045,000.00	6.250%	1,377,343.75	2,422,343.75	43,030,000.00
11/01/35	4 4 4 5 000 00	0.0500/	1,344,687.50	1,344,687.50	43,030,000.00
05/01/36	1,115,000.00	6.250%	1,344,687.50	2,459,687.50	41,915,000.00
11/01/36	4 405 000 00	0.0500/	1,309,843.75	1,309,843.75	41,915,000.00
05/01/37	1,185,000.00	6.250%	1,309,843.75	2,494,843.75	40,730,000.00
11/01/37	4 005 000 00	C 0500/	1,272,812.50	1,272,812.50	40,730,000.00
05/01/38	1,265,000.00	6.250%	1,272,812.50	2,537,812.50 1,233,281.25	39,465,000.00
11/01/38	1 245 000 00	6.2500/	1,233,281.25	, ,	39,465,000.00
05/01/39	1,345,000.00	6.250%	1,233,281.25 1,191,250.00	2,578,281.25	38,120,000.00
11/01/39	1 120 000 00	6.250%		1,191,250.00	38,120,000.00
05/01/40 11/01/40	1,430,000.00	0.230%	1,191,250.00 1,146,562.50	2,621,250.00 1,146,562.50	36,690,000.00 36,690,000.00
05/01/41	1,525,000.00	6.250%	1,146,562.50	2,671,562.50	35,165,000.00
11/01/41	1,323,000.00	0.230 /0	1,098,906.25	1,098,906.25	35,165,000.00
05/01/42	1,620,000.00	6.250%	1,098,906.25	2,718,906.25	33,545,000.00
11/01/42	1,020,000.00	0.23070	1,048,281.25	1,048,281.25	33,545,000.00
05/01/43	1,725,000.00	6.250%	1,048,281.25	2,773,281.25	31,820,000.00
11/01/43	1,720,000.00	0.23070	994,375.00	994,375.00	31,820,000.00
05/01/44	1,835,000.00	6.250%	994,375.00	2,829,375.00	29,985,000.00
11/01/44	1,000,000.00	0.20070	937,031.25	937,031.25	29,985,000.00
05/01/45	1,955,000.00	6.250%	937,031.25	2,892,031.25	28,030,000.00
11/01/45	.,000,000.00	3.20070	875,937.50	875,937.50	28,030,000.00
05/01/46	2,080,000.00	6.250%	875,937.50	2,955,937.50	25,950,000.00
11/01/46	., ,	3.200.0	810,937.50	810,937.50	25,950,000.00
05/01/47	2,215,000.00	6.250%	810,937.50	3,025,937.50	23,735,000.00
11/01/47	_, 5,555.65	5.20070	741,718.75	741,718.75	23,735,000.00
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PTC **COMMUNITY DEVELOPMENT DISTRICT SERIES 2023B AMORTIZATION SCHEDULE** 

					Bond
	Principal	Coupon	Interest	<b>Debt Service</b>	Balance
05/01/48	2,360,000.00	6.250%	741,718.75	3,101,718.75	21,375,000.00
11/01/48			667,968.75	667,968.75	21,375,000.00
05/01/49	2,510,000.00	6.250%	667,968.75	3,177,968.75	18,865,000.00
11/01/49			589,531.25	589,531.25	18,865,000.00
05/01/50	2,675,000.00	6.250%	589,531.25	3,264,531.25	16,190,000.00
11/01/50			505,937.50	505,937.50	16,190,000.00
05/01/51	2,845,000.00	6.250%	505,937.50	3,350,937.50	13,345,000.00
11/01/51			417,031.25	417,031.25	13,345,000.00
05/01/52	3,030,000.00	6.250%	417,031.25	3,447,031.25	10,315,000.00
11/01/52			322,343.75	322,343.75	10,315,000.00
05/01/53	3,225,000.00	6.250%	322,343.75	3,547,343.75	7,090,000.00
11/01/53			221,562.50	221,562.50	7,090,000.00
05/01/54	3,435,000.00	6.250%	221,562.50	3,656,562.50	3,655,000.00
11/01/54			114,218.75	114,218.75	3,655,000.00
05/01/55	3,655,000.00	6.250%	114,218.75	3,769,218.75	-
11/01/55			-	-	-
Total	48,210,000.00		65,195,468.75	113,405,468.75	

PTC
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND AND DEBT SERVICE FUND
ASSESSMENT SUMMARY
FISCAL YEAR 2026

Phase 1 - On-Roll Assessments										
Number of		Assessment		Proje	ected	Fiscal Year	202	6		FY 25
Units	Unit Type	Unit		GF		DSF		Total	Ass	sessment
0	Townhomes	Res Unit	\$	130.33	\$	1,414.15	\$	1,544.48	\$	672.80
0	Multifamily	Res Unit		130.33		962.46		1,092.79		327.61
0	Retail	1,000 Sq Ft		117.30		1,627.74		1,745.04		704.28
0	Office	1,000 Sq Ft		117.30		1,265.52		1,382.82		534.80
0	Hotel	Hotel Room		65 16		719 37		784 53		245 34

65.16

65.16

998.05

690.00

1,063.21

755.16

448.95

403.77

1,000 Sq Ft

0

482,553

Industrial

Industrial-Reduced 1,000 Sq Ft

	Phase 1 - Off-Roll Assessments									
Number of	Number of Assessment Projected Fiscal Year 2026									
Units	Unit Type	Unit		GF		DSF		Total	Ass	essment
150	Townhomes	Res Unit	\$	122.51	\$	1,329.30	\$	1,451.81	\$	672.80
600	Multifamily	Res Unit		122.51		904.71		1,027.22		327.61
343,000	Retail	1,000 Sq Ft		110.26		1,530.07		1,640.33		704.28
100,000	Office	1,000 Sq Ft		110.26		1,189.59		1,299.85		534.80
120	Hotel	Hotel Room		61.26		676.20		737.46		245.34
1,991,745	Industrial	1,000 Sq Ft		61.26		938.17		999.43		448.95
0	Industrial-Reduced	1,000 Sq Ft		61.26		650.00		711.26		403.77

Phase 2 - Off-Roll Assessments										
Number of		Assessment		Proje	ected I	Fiscal Year	2026	;	F	FY 25
Units	Unit Type	Unit		GF		DSF		Total	Ass	essment
560	Townhomes	Res Unit	\$	19.21	\$	329.35	\$	348.56	\$	51.64
650	Multifamily	Res Unit		19.21		504.73		523.94		79.14
0	Retail	1,000 Sq Ft		17.29		-		17.29		-
0	Office	1,000 Sq Ft		17.29		-		17.29		-
0	Hotel	Hotel Room		9.61		-		9.61		-
2,099,850	Industrial	1,000 Sq Ft		9.61		288.19		297.80		45.19

	Phase 3 - Off-Roll Assessments									
Number of		Assessment		Proje	ected	Fiscal Year	2026	;	F	Y 25
Units	Unit Type	Unit		GF		DSF		Total	Ass	essment
730	Townhomes	Res Unit	\$	19.21	\$	329.35	\$	348.56	\$	51.64
350	Multifamily	Res Unit		19.21		504.73		523.94		79.14
100,000	Retail	1,000 Sq Ft		17.29		530.11		547.40		83.12
100,000	Office	1,000 Sq Ft		17.29		439.62		456.91		68.93
120	Hotel	Hotel Room		9.61		376.22		385.83		58.99
0	Industrial	1,000 Sq Ft		9.61		-		9.61		-

4-4

Serial Number 25-01562P



Published Weekly New Port Richey, Pasco County, Florida

COUNTY OF PASCO

#### STATE OF FLORIDA

Before the undersigned authority personally appeared <u>Lindsev Padgett</u> who on oath says that hc/she is Publisher's Representative of the Business Observer a weekly newspaper published at New Port Richey , Pasco County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of PTC Board of Supervisors Meeting on August 22, 2025

in the Court, was published in said newspaper by print in the

issues of 7/25/2025, 8/1/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

\*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

See Attached

Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

1st day of August, 2025 A.D.

by Lindsey Padgett who is personally known to me.

Notary Public, State of Florida

KIMBERLY S. MARTIN MY COMMISSION # HH 282034 EXPIRES: July 25, 2026

#### PER CESSMONELY DESCRIPTION ON THE BLCC.

NOMER OF PUBLIC HEARING TO CONSIDER THE ADDRIXON OF THE PISCAL YEAR 2018 BEINGET, NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERALI ONG AND MAINTENANI KEPPCIAL ANSESS. MENTS, APOPTION OF AN ASSESSMENT RULL, AND THE LEVY,
COLLECTION, AND PROPRIESSON OF THE SAME, AND NOTICE OF REGULAR BOARD OF SUPERVISHES MEETING.

#### Describer Parklis Meuricus and Revolus Meeting

s (Board for the FIC Community Prochamment Learnin state that fould not less public bearings and another aveilable attending on the following drive since and branking the following drive since and branking the following drive since and branking the following drive since and t al ni hepon

III.A Hater: Service communications: Test data Test of the Test of

Lot lype	Total 4 of Units/Ames	k.XL=Pactor	Corrent Annual Oddil Amestreent (Oc- toler 1, 2024 - Suptimber Jo., 2025)	Proposed Acumal Circle A session of (October 8, 2025 Suprember 29, 2024)	Change in Demai Dullar Artoma
Тотавение	150	10	Landowner's Controloution	5130,33**	\$190m3
Mulsifamily	Heri	1.0	Landowner's Consellution.	erannes.	£100.4a
Retu A	34KJ0/00	บด	ा हीग्रावीलकार्या के प्रयासकार्याताल्य	RP123/414	₹117 8H
Office	610,000	0.9	Lambon iser's Contributions	5857-30**	au y
Pine el	120	0.5	Landowner's Contribution	\$65.16°°	\$45 1R
Marin warful	A474 EIR	114	Landowner's Contribution	#65 16**	\$65 lo
Undered spot facual	512.77	Per Aure	Landower's Contribution	BEJ\$201	\$4J4.29

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A REGULTION OF THE BOARD OF SUPERVISORS OF THE PTC COMMUNITY DEVELOPMENT DISTRICT ASPROVAND A PROPOSED GUIDGET HAR VISLAL YEAR 2006. INCLUDING AND AND AS THE BOARD OF SUPERVISORS OF SUPE

WHEREAS, the Descrit better by decreation that Proposed Student is a bit proposed in which the Proposed Student is a bit proposed and the second student is a bit proposed and the second student is a bit proposed student in the proposed Student is a bit proposed Student is a Proposed Student is a Proposed Student in the Proposed Student is a Proposed Student in the Proposed Student in the

A PASTERN OF PRINTING IN NUMBER 1. It is available to a contract of contract the first in the contract of the

Behilds A: Proposed Deligns for Floral Venezativa 6 July 26; August 1, 2023

4B

#### **AFFIDAVIT OF MAILING**

**BEFORE ME,** the undersigned authority, this day personally appeared Curtis Marcoux, who by me first being duly sworn and deposed says:

- 1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
- 2. I, Curtis Marcoux, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as Financial Analyst for the PTC Community Development District.
- 3. Among other things, my duties include preparing and transmitting correspondence relating to the PTC Community Development District.
- 4. I do hereby certify that on July 23, 2025, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the PTC Community Development District of their rights under Chapters 190, 197, and/or 170, *Florida Statutes*, with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in **Exhibit B** and in the manner identified in **Exhibit A**.
- 5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.

By: Curtis Marcoux

**SWORN AND SUBSCRIBED** before me by means of [] physical presence or [] online notarization this 23<sup>rd</sup> day of July 2025, by Curtis Marcoux, for Wrathell, Hunt and Associates, LLC, who is [] personally known to me or [] has provided \_\_\_\_\_\_ as identification, and who [] did /[] did not take an oath.

DAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

Print Name: Daphne Crity and
Notary Public, State of Florida
Commission No.: HH390392
My Commission Expires: 8 20 2027

**EXHIBIT A:** Copies of Forms of Mailed Notices

**EXHIBIT B:** List of Addressees

### **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 THIS IS NOT A BILL - DO NOT PAY

July 23, 2025

#### **VIA FIRST CLASS MAIL**

DB LOG 1A PROPERTY OWNER LLC 4215 W Lovers Ln Ste 150 Dallas, TX 75209

PARCEL ID'S: 16-25-20-0220-00000-C1B0, 16-25-20-0220-00000-C1C0

RE: PTC Community Development District

Fiscal Year 2026 Budget and O&M Assessments

Dear Property Owner:

You are receiving this notice because you own property within the PTC Community Development District ("District"). The District is in the process of adopting its proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Fiscal Year 2026"). Florida law requires the District to hold public hearings on the Proposed Budget and the operations and maintenance assessments ("O&M Assessments") that will fund it. These public hearings are open to the public and will take place during the meeting of the District's Board of Supervisors at the following date, time, and location:

> DATE: August 22, 2025 TIME: 11:00 a.m.

LOCATION: 30435 Commerce Drive

Unit 105

San Antonio, Florida 33576

The hearings will be conducted pursuant to Chapters 190, 197, and/or 170, Florida Statutes, for the purposes of (1) adopting the District's Proposed Budget for Fiscal Year 2026, and (2) levying O&M Assessments to fund the Proposed Budget for Fiscal Year 2026. The District is a special purpose unit of local government established under Chapter 190, Florida Statutes, for the purpose of providing infrastructure and services to your community, and these O&M Assessments help us fulfill those purposes. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget, assessment roll, and the agenda for the hearings and meeting may be obtained by contacting the District Manager by mail at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton 33431, or by phone at (561) 571-0010 ("District Manager's Office"), or by visiting the District's website at https://ptccdd.net/. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

District Manager

Krusten Dint

PTC Community Development District

**Enclosure** 

### EXHIBIT A Summary of O&M Assessments

- 1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2026, the District expects to collect no more than \$387,538 in gross revenue.
- 2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and an Equivalent Residential Unit ("ERU") basis for platted lots.

#### 3. Schedule of O&M Assessments:

Lot Type	Total # of Units/Acres	ERU Factor	Current Annual O&M Assessment (October 1, 2024 – September 30, 2025)	Proposed Annual O&M Assessment (October 1, 2025 – September 30, 2026)	Change in Annual Dollar Amount
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Multifamily	600	1.0	Landowner's Contribution	\$130.33**	\$130.33
Retail	343,000	0.9	Landowner's Contribution	\$117.30**	\$117.30
Office	100,000	0.9	Landowner's Contribution	\$117.30**	\$117.30
Hotel	120	0.5	Landowner's Contribution	\$65.16**	\$65.16
Industrial	2,474,298	0.5	Landowner's Contribution	\$65.16**	\$65.16
Undeveloped Land	512.17	Per Acre	Landowner's Contribution	\$134.29	\$134.29

<sup>\*\*</sup>Including collection costs and early payment discounts

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2026. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held, or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met.

4. Collection. By operation of law, the District's assessments each year constitute a lien against benefitted property located within the District just as do each year's property taxes. For Fiscal Year 2026, the District intends to have the County Tax Collector collect the assessments on the tax roll. Alternatively, the District may choose to directly collect and enforce the assessments on certain benefitted property. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

### PTC Community Development District

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July 23, 2025

#### **VIA FIRST CLASS MAIL**

DOUBLE BRANCH DEV INC

2424 Ridge Rd

Rockwall, TX 75087

PARCEL ID'S: 09-25-20-0220-00000-0A50, 09-25-20-0220-00000-0A20, 09-25-20-0220-00000-0A60,

09-25-20-0220-00000-0A40, 09-25-20-0220-00000-0A70, 09-25-20-0220-00000-0A10,

09-25-20-0220-00000-C1A0, 09-25-20-0220-00000-00D0, 09-25-20-0220-00000-0A30,

17-25-20-0220-00000-B1B0, 17-25-20-0220-00000-B1C0, 16-25-20-0000-00400-0030

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DATE: August 22, 2025 TIME: 11:00 a.m.

LOCATION: 30435 Commerce Drive

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San Antonio, Florida 33576

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District Manager

PTC Community Development District

Enclosure

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July 23, 2025

#### **VIA FIRST CLASS MAIL**

PTC Boyette LLC 2424 Ridge Rd Rockwall, TX 75087

PARCEL ID'S: 16-25-20-0000-00400-0010, 17-25-20-0000-00100-0010, 21-25-20-0000-00200-0000,

21-25-20-0000-00600-0090, 16-25-20-0000-00200-0000, 21-25-20-0000-00600-0110, 21-25-20-0000-00600-0070, 20-25-20-0000-00100-0000, 21-25-20-0000-00600-0100,

21-25-20-0000-00200-0010, 16-25-20-0000-00400-0000, 16-25-20-0000-00700-0000

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DATE: August 22, 2025 TIME: 11:00 a.m.

LOCATION: 30435 Commerce Drive

**Unit 105** 

San Antonio, Florida 33576

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July 23, 2025

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Town Park Communities FL LLC 4215 W Lovers Ln Ste 150 Dallas, TX 75209

PARCEL ID'S: 16-25-20-0220-00000-00E0

RE: PTC Community Development District

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Krusten Dint

PTC Community Development District

**Enclosure** 

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July 23, 2025

#### **VIA FIRST CLASS MAIL**

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE INC PO BOX 278

Dade City, FL 33526-0278

PARCEL ID'S: 08-25-20-0220-00U00-0000

RE: PTC Community Development District

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Retail	343,000	0.9	Landowner's Contribution	\$117.30**	\$117.30
Office	100,000	0.9	Landowner's Contribution	\$117.30**	\$117.30
Hotel	120	0.5	Landowner's Contribution	\$65.16**	\$65.16
Industrial	2,474,298	0.5	Landowner's Contribution	\$65.16**	\$65.16
Undeveloped Land	512.17	Per Acre	Landowner's Contribution	\$134.29	\$134.29

<sup>\*\*</sup>Including collection costs and early payment discounts

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2026. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held, or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met.

4. Collection. By operation of law, the District's assessments each year constitute a lien against benefitted property located within the District just as do each year's property taxes. For Fiscal Year 2026, the District intends to have the County Tax Collector collect the assessments on the tax roll. Alternatively, the District may choose to directly collect and enforce the assessments on certain benefitted property. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

# PTC COMMUNITY DEVELOPMENT DISTRICT

4-0

#### **RESOLUTION 2025-12**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PTC COMMUNITY DEVELOPMENT **DISTRICT** MAKING DETERMINATION OF BENEFIT AND IMPOSING **SPECIAL** ASSESSMENTS FOR FISCAL YEAR 2026; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is located in Pasco County, Florida ("County"); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("Board") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("Adopted Budget") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Fiscal Year 2026"), attached hereto as Exhibit A; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

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

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

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2026; and

WHEREAS, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("Uniform Method"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("Assessment Roll") attached to this Resolution as Exhibit B, and to certify the portion of the Assessment Roll related to certain developed property ("Tax Roll Property") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("Direct Collect Property"), all as set forth in Exhibit B; and

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

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A** and **B** and is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A** and **B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

#### SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits A** and **B**.
- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect

Property, including debt service special assessments imposed for the Series 2023A Special Assessment Revenue Bonds ("Series 2023A Debt Assessments") and Series 2023B Special Assessment Revenue Bonds ("Series 2023B Debt Assessments"), shall be collected directly by the District in accordance with Florida law, as set forth in Exhibits A and B. Assessments directly collected by the District are due in full on December 1, 2025; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: for operations and maintenance special assessments, 50% due no later than December 1, 2025, 25% due no later than February 1, 2026 and 25% due no later than May 1, 2026, and for previously levied debt service special assessments, 57.59% of the Series 2023A Debt Assessments and 50% of the Series 2023B Debt Assessments due no later than March 15, 2026 and 42.41% of the Series 2023A Debt Assessments and 50% of the Series 2023B Debt Assessments due no later than September 15, 2026. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2026, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes, or other applicable law to collect and enforce the whole assessment, as set forth herein.

C. Future Collection Methods. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit B**, is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

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

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

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

#### PASSED AND ADOPTED THIS 22ND DAY OF AUGUST, 2025.

ATTEST:		PTC COMMUNITY DEVELOPMENT DISTRICT
		By:
Secretary/As	sistant Secretary	
		Its:
Ewhihit A.	A domand Daydoot for Figure	Voor 2026
Exhibit A:	Adopted Budget for Fiscal	
Exhibit B:	Assessment Roll (Uniform	,
	Assessment Roll (Direct C	Collect)

# PTC COMMUNITY DEVELOPMENT DISTRICT

5

## PTC Community Development District ANNUAL FINANCIAL REPORT September 30, 2024

#### **PTC Community Development District**

#### **ANNUAL FINANCIAL REPORT**

#### **September 30, 2024**

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Certified Public Accountants PL

600 Citrus Avenue Suite 200 Fort Pierce, Florida 34950

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#### 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, 2024, 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, 2024, 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 (*Government Auditing Standards*). 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.

Private Companies practice Section



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 10, 2025 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 Certified Public Accountants PL

Fort Pierce, Florida

July 10, 2025

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 and special assessments.

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, physical environment, 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.

#### **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 special assessment 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, 2024.

- ◆ The District's liabilities exceeded assets by \$(2,828,177) (net position). Restricted net position was \$2,429,547, and unrestricted net position was \$(5,257,724).
- ♦ Governmental activities revenues totaled \$4,816,250, while governmental activities expenses totaled \$5,760,295.

#### **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				
	2024	2023			
Current assets	\$ 125,434	\$ 179,752			
Restricted assets	34,463,805	67,293,844			
Capital assets	45,342,651	11,437,157			
Total Assets	79,931,890	78,910,753			
Current liabilities	5,982,706	4,139,556			
Non-current liabilities	76,777,361	76,655,329			
Total Liabilities	82,760,067	80,794,885			
Net Position					
Restricted	2,429,547	-			
Unrestricted	(5,257,724)	(1,184,132)			
Total Net Position	\$ (2,828,177)	\$ (1,184,132)			

The decrease in restricted assets and increase in capital assets is related to the ongoing capital project activity in the current year.

The increase in current liabilities is primarily related to the increase in retainage payable and accrued interest in the current year.

#### **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**

	Government	al Ac	ctivities
	2024		2023
Program Revenues			
Charges for services	\$ 148,166	\$	92,127
Contributions	2,042,645		-
General Revenues			
Investment income	2,625,439		328,687
Total Revenues	4,816,250		420,814
Expenses General government	111,464		92,147
Physical environment	113		-
Interest and other charges	5,648,718		2,200,509
Total Expenses	5,760,295		2,292,656
Change in Net Position	(944,045)		(1,871,842)
Net Position - Beginning of Year	 (1,884,132)		(12,290)
Net Position - End of Year	\$ (2,828,177)	\$	(1,884,132)

The increase in contributions and general government is related to the increasing operations of the District.

The increase in investment income is related to a full year of interest earned on investments.

The increase in interest and other charges is related to interest due on long-term debt in the current year.

#### **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, 2024 and 2023.

	Governmental Activities					
Description	2024	2023				
Construction in progress	\$ 45,342,651	\$ 11,437,157				

The activity for the year consisted of additions to construction in progress of \$33,905,494.

#### **General Fund Budgetary Highlights**

Actual expenditures were less than the final budget because there were less contingency expenditures than anticipated.

The September 30, 2024 budget was amended primarily to increase legal advertising that was more than originally anticipated.

#### **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, 2024 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, 2024 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 2025.

#### **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, 2024

		vernmental Activities
ASSETS		
Current Assets		
Cash	\$	47,020
Due from developer		41,570
Deposits		36,844
Total Current Assets		125,434
Non-current Assets		
Restricted Assets		
Investments		34,463,805
Capital Assets, not being depreciated		
Construction in progress		45,342,651
Total Non-current Assets		79,806,456
Total Assets		79,931,890
LIABILITIES Current Liabilities		
Accounts payable and accrued expenses		82,865
Contracts/retainage payable		3,762,768
Due to developer		6,000
Accrued interest		2,131,073
Total Current Liabilities		5,982,706
Non-current Liabilities	-	
Bonds payable, net		76,777,361
Total Liabilities		82,760,067
NET POSITION		
Restricted for debt service		2,429,547
Unrestricted		(5,257,724)
Total Net Position	\$	(2,828,177)

#### PTC Community Development District STATEMENT OF ACTIVITIES For the Fiscal Year Ended September 30, 2024

		Program	Rever	nues	Reve Ch	Expenses) enues and anges in Position
Functions/Programs	 Expenses	Charges for Services	Gr	perating ants and ntributions		ernmental ctivities
Governmental Activities General government Physical environment Interest and other charges Total Governmental Activities	\$ (111,464) (113) (5,648,718) (5,760,295)	\$ 2,042,645 2,042,645	\$	148,016 150 - 148,166		36,552 37 3,606,073) 3,569,484)
		General Rev Investme		_		2,625,439
		Change in Position - Oc Position - Se	tober	1, 2023		(944,045) (1,884,132) (2,828,177)

## PTC Community Development District BALANCE SHEET – GOVERNMENTAL FUNDS September 30, 2024

	(	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS		_			
Cash	\$	47,020	\$ -	\$ -	\$ 47,020
Due from developer		41,570	-	-	41,570
Deposits		36,844	-	-	36,844
Restricted Assets					
Investments		-	16,324,288	18,139,517	34,463,805
Total Assets	\$	125,434	\$ 16,324,288	\$ 18,139,517	\$34,589,239
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES LIABILITIES					
Accounts payable and accrued expenses	\$	82,865	\$ -	\$ -	\$ 82,865
Contracts/retainage payable		-	-	3,762,768	3,762,768
Due to developer		6,000	-	-	6,000
Total Liabilities		88,865	-	3,762,768	3,851,633
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenues		625			625
FUND BALANCES					
Nonspendable-deposits		36,844	-	-	36,844
Restricted for debt service		-	16,324,288	-	16,324,288
Restricted for capital projects		-	-	14,376,749	14,376,749
Unassigned		(900)	-	-	(900)
Total Fund Balances		35,944	16,324,288	14,376,749	30,736,981
Total Liabilities, Deferred Inflows of					
Resources, and Fund Balances	\$	125,434	\$ 16,324,288	\$ 18,139,517	\$ 34,589,239

## PTC Community Development District RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITION OF GOVERNMENTAL ACTIVITIES September 30, 2024

Total Governmental Fund Balances	\$	30,736,981
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.		45,342,651
Long-term liabilities, including bonds payable, \$(80,540,000), net of bond discount, net, \$3,762,639, are not due and payable in the current period and therefore, are not reported at the fund level.		(76,777,361)
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the fund level.		(2,131,073)
Unavailable revenues are recognized as deferred inflows of resources at the fund level, but this amount is recognized as revenues when earned at the government-wide level.	_	625
Net Position of Governmental Activities	\$	(2,828,177)

### PTC Community Development District STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS For the Fiscal Year Ended September 30, 2024

				Total
		Debt	Capital	Governmental
	General	Service	Projects	Funds
Revenues				
Developer contributions	\$ 151,070	\$ -	\$ -	\$ 151,070
Special assessments	-	2,042,645	-	2,042,645
Investment income	-	864,190	1,761,249	2,625,439
Total Revenues	151,070	2,906,835	1,761,249	4,819,154
Expenditures				
Current				
General government	111,464	-	-	111,464
Physical environment	113	-	-	113
Capital outlay	-	-	33,905,494	33,905,494
Debt service				
Interest	-	3,708,067	-	3,708,067
Other	-	13,600	-	13,600
Total Expenditures	111,577	3,721,667	33,905,494	37,738,738
Net change in fund balances	39,493	(814,832)	(32,144,245)	(32,919,584)
Fund Balances - October 1, 2023	(3,549)	17,139,120	46,520,994	63,656,565
Fund Balances - September 30, 2024	\$ 35,944	\$ 16,324,288	\$ 14,376,749	\$ 30,736,981

# 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, 2024

Net Change in Fund Balances - Total Governmental Funds	\$ (32,919,584)
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.	33,905,494
Bond discounts are amortized over the life of the debt as interest expense at the government-wide level. This is the current year amortization.	(122,032)
In the Statement of Activities, interest is accrued on outstanding bonds; whereas at the governmental fund level, interest expenditures are reported when due. This is the net amount between the prior year and current year accruals.	(1,805,019)
Unavailable revenues are recognized as deferred inflows of resources at the fund level; however, revenue is recognized when earned at the government-wide level. This is the amount of the current year change in unavailable revenues.	(2,904)
Change in Net Position of Governmental Activities	\$ (944,045)

## 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, 2024

	Original Budget	Final Budget	Actual	Variand Final B Posi (Nega	udget tive
Revenues					
Developer contributions	\$ 110,599	\$ 151,070	\$ 151,070	\$	_
Expenditures Current General government Physical environment Total Expenditures	110,599 - 110,599	112,463 113 112,576	111,464 113 111,577		999 - 999
Net Change in Fund Balances	-	38,494	39,493		999
Fund Balances - October 1, 2023		(3,549)	(3,549)		
Fund Balances - September 30, 2024	<u>\$</u>	\$ 34,945	\$ 35,944	\$	999

See accompanying notes to financial statements.

#### 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. 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

#### 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 and special assessments. 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.

#### 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.

#### 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

<u>General Fund</u> – 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.

#### NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### 3. Basis of Presentation (Continued)

#### a. Governmental Major Funds (Continued)

<u>Debt Service Fund</u> – The Debt Service Funds account for debt service requirements to retire the special assessment bonds which were used to finance the construction of District infrastructure improvements.

<u>Capital Projects Fund</u> – 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 capital assets, and non-current governmental liabilities, such as special assessment bonds be reported in the governmental activities column in the government-wide Statement of Net Position.

#### 4. Assets, Liabilities, 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.

#### NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### 4. Assets, Liabilities, 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.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

#### c. Budgets

Budgets are prepared and adopted after a public hearing 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. 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.

#### 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, 2024, the District's bank balance was \$48,129 and the carrying value were \$47,020. 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, 2024, the District had the following investments and maturities:

Investment	Maturities	Fair Value
Goldman Sachs Financial Square Government Obligations	39 days*	\$ 23,140,016
US Treasury Notes	10/2025	11,323,789
Total Investments		\$ 34,463,805

<sup>\*</sup>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.

#### 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, 2024, the District's investments in Goldman Sachs Financial Square Government Obligations are rated AAAm by Standard & Poor's. The District's investments in 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, 67% are invested in Goldman Sachs Financial Square Government Obligations, and 33% are invested in US Treasury Notes.

The types of deposits and investments and their level of risk exposure as of September 30, 2024 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary. In addition, the District has the ability to hold investments to maturity that have fair values less than cost. The District's investments are recorded at fair value.

#### **NOTE C - CAPITAL ASSETS**

Capital asset activity for the fiscal year ended September 30, 2024 was as follows:

	Balance October 1, 2023	Additions	Deletions	Balance September 30, 2024
Governmental Activities: Capital assets, not being depreciated: Construction in progress	\$ 11,437,157	\$ 33,905,494	\$ -	\$ 45,342,651

#### **NOTE D - LONG-TERM DEBT**

The following is a summary of activity for long-term debt of the District for the year ended September 30, 2024:

Long-term debt at October 1, 2023	\$ 80,540,000
Principal payments	 <u>-</u>
Long-term debt at September 30, 2024	\$ 80,540,000
Bond discount, net	(3,762,639)
Bonds Payable, Net at September 30, 2024	\$ 76,777,361

District debt is comprised of the following at September 30, 2024:

#### **Special Assessment Revenue Bonds**

\$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

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2024 are as follows:

Year Ending September 30,	Principal	Interest	Total
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	440,000	5,039,500	5,479,500
2030-2034	4,665,000	24,669,850	29,334,850
2035-2039	9,940,000	22,382,988	32,322,988
2040-2044	13,645,000	18,789,200	32,434,200
2045-2049	18,745,000	13,855,450	32,600,450
2050-2054	25,745,000	7,077,038	32,822,038
2055	6,205,000	393,749	6,598,749
Totals	\$ 80,540,000	\$ 112,594,250	\$ 193,134,250

#### NOTE D - 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, 2024:

	Reserve	Reserve
	Balance	Requirement
Special Assessment Revenue Bonds, Series 2023A	\$ 2,454,143	\$ 2,452,188
Special Assessment Revenue Bonds, Series 2023B	\$ 3,956,279	\$ 3,953,125

#### **NOTE E - RELATED PARTY TRANSACTIONS**

All voting members of the Board of Supervisors are affiliated with the Developer. The District recognized \$2,190,811 in contributions and assessments from the Developer for the year ended September 30, 2024. Additionally, the District has a balance due to the Developer of \$6,000 and a balance due from the Developer of \$41,570 at September 30, 2024.

#### NOTE F - 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 G - 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.

#### **NOTE H - SUBSEQUENT EVENT**

In November 2024, the District made prepayments of \$60,000 and \$2,225,000 on the Series 2023A and 2023B Bonds, respectively.

In November 2024, the District accepted the conveyance of certain property.



Certified Public Accountants PL

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### 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, 2024, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated July 10, 2025.

#### 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.



#### **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 10, 2025



Certified Public Accountants PL

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#### 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, 2024, and have issued our report thereon dated July 10, 2025.

#### **Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; 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 Reports and Schedule

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 10, 2025, 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. There were no findings or recommendations in the preceding 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 has not met one of the conditions described in Section 218.503(1), Florida Statutes.

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, 2024 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 below was provided by management and has not been audited by us; 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)7, Rules of the Auditor General, PTC Community Development District reported:

- 1) The total number of District elected officials receiving statutory compensation, reported as employees for the purposes of the audit: 0
- 2) The total number of independent contractors, defined as individuals or entities that receive 1099s, to whom nonemployee compensation was paid in the last month of the District's fiscal year: 0
- 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: \$60,709.91
- 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, 2023, together with the total expenditures for such project: N/A
- 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 Board amended the budget, see below.



	Original Budget	Actual	O E P	ance with Original Budget ositive egative)
Revenues				
Developer contributions	\$ 110,599	\$ 151,070	\$	40,471
Expenditures Current General government Physical environment Total Expenditures	110,599	111,464 113 111,577		(865) (113) (978)
Net change in fund balances	 	39,493		39,493
Fund Balances - October 1, 2023	· <u>-</u>	 (3,549)		(3,549)
Fund Balances - September 30, 2024	\$ 	\$ 35,944	\$	35,944

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)9, 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: N/A
- 2) Total special assessments collected was: N/A
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds as: The bonds outstanding are \$32,330,000 Series 2023A due on May 1, 2055 at an interest rate of 6.50%, and \$48,210,000 Series 2023B due on May 1, 2055 at an interest rate of 6.25%.



#### **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 fraud, waste, or abuse, that has occurred, or are likely to have occurred, that has 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 did not note any such findings.

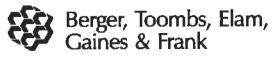
#### **Purpose of this Letter**

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 Certified Public Accountants PL

July 10, 2025

Fort Pierce, Florida



Certified Public Accountants PL

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#### 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 year ended September 30, 2024. 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 complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2024.

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

Fort Pierce, Florida

July 10, 2025

Private Companies practice Section

# PTC COMMUNITY DEVELOPMENT DISTRICT

54

#### **RESOLUTION 2025-13**

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, 2024

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 2024;

#### 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 2024, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2024, for the period ending September 30, 2024; and
- 2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2024 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 22nd day of August, 2025.

PTC COMMUNITY DEVELOPMENT DISTRICT
Chair/Vice Chair, Board of Supervisors

# PTC COMMUNITY DEVELOPMENT DISTRICT

6

#### **RESOLUTION 2025-14**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PTC COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2025-10 REGARDING THE SELECTION OF ADDITIONAL FIRMS FOR COMPETITIVE NEGOTIATIONS FOR CONTINUING ENGINEERING SERVICES; 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 established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District previously solicited qualifications from firms interested in providing engineering services related to the District's Capital Improvement Plan (the "Project") using a request for qualifications format (the "RFQ"); and

WHEREAS, on July 10, 2025, at a duly noticed public meeting, the District's Board of Supervisors (the "Board") reviewed and evaluated qualification responses from seven (7) firms interested in providing continuing engineering services related to the Project; and

WHEREAS, the Board adopted Resolution 2025-10 ranking the qualification responses and determining that it is in the best interests of the District and its landowners to negotiate contracts for engineering services for the Project with Water Resource Associates, LLC ("WRA"); Ardurra Group, Inc.; Florida Design Consultants, Inc.; and Heidt Design, LLC, based on the following point allocations:

90 points to WRA
85 points to Ardurra Group, Inc.
78 points to Florida Design Consultants, Inc.
78 points to Heidt Design, LLC
75 points to Poulos & Bennett, LLC
70 points to NV5, Inc.

60 points to Alliant Engineering, Inc.; and

**WHEREAS**, the Board has now determined it is in the best interests of the District and its landowners to select two (2) additional firms that submitted qualification responses to the RFQ for competitive negotiations pursuant to Section 287.055(5), *Florida Statutes*: Poulos & Bennett, LLC and NV5, Inc.; and

**WHEREAS**, the Board desires to amend Resolution 2025-10, authorizing District staff to also negotiate contracts with Poulos & Bennett, LLC and NV5, Inc.

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

**SECTION 1.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2.** The Board hereby determines that, in accordance with Section 287.055, *Florida Statutes*, and the Evaluation Criteria articulated in the RFQ, and based on the qualifications submitted in response to the RFQ, the following additional firms are deemed qualified and selected for competitive negotiation to provide engineering services for the District's Project. In addition to the firms the Board previously authorized staff to negotiate contracts with pursuant to Resolution 2025-10, the Board hereby authorizes staff to also negotiate a contract with the following firms in order of preference:

Poulos & Bennett, LLC NV5, Inc.

- **SECTION 3.** Resolution 2025-10 is hereby amended to reflect the additional firms the Board authorizes staff to negotiate a contract with for engineering services for the Project as declared in this Resolution.
- **SECTION 4.** The Chairperson and District Staff are hereby authorized and directed to: (a) provide written notice of this amended authorization and the Board's intended action to all respondents to the RFQ in accordance with Section 287.055, *Florida Statutes*; and (b) proceed with competitive negotiations with the authorized firms in accordance with Section 287.055, *Florida Statutes*, and other applicable law.
- **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 22nd day of August, 2025.

ATTEST:	PTC COMMUNITY
	DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

# PTC COMMUNITY DEVELOPMENT DISTRICT

### PTC Community Development District Performance Measures/Standards & Annual Reporting Form October 1, 2025 – September 30, 2026

#### 1. Community Communication and Engagement

#### **Goal 1.1: Public Meetings Compliance**

**Objective:** Hold regular Board of Supervisor meetings to conduct CDD-related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

**Achieved:** Yes □ No □

#### **Goal 1.2: Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), *Florida Statues*, using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications, annual meeting schedule).

**Achieved:** Yes  $\square$  No  $\square$ 

#### **Goal 1.3: Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

**Achieved:** Yes □ No □

#### 2. Infrastructure and Facilities Maintenance

#### **Goal 2.1: Engineer or Field Management Site Inspections**

**Objective:** Engineer or Field Manager will conduct inspections to ensure safety and proper functioning of the District's infrastructure.

**Measurement:** Field Manager and/or District Engineer visits were successfully completed per agreement as evidenced by Field Manager and/or District Engineer's reports, notes or other record keeping method.

**Standard:** 100% of site visits were successfully completed as described within the applicable services agreement

**Achieved:** Yes □ No □

#### **Goal 2.2: District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

**Achieved:** Yes  $\square$  No  $\square$ 

#### 3. Financial Transparency and Accountability

#### **Goal 3.1: Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes  $\square$  No  $\square$ 

#### **Goal 3.2: Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

**Measurement:** Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

<b>Standard:</b> CDD website contains 100% of the annual audit, most recently adopted/amended package with updated financials.	E
Achieved: Yes □ No □	
Goal 3.3: Annual Financial Audit	
<b>Objective:</b> Conduct an annual independent fir publish the results to the CDD website for published.	
<b>Measurement:</b> Timeliness of audit completio minutes showing board approval and annual a transmitted to the State of Florida.	•
<b>Standard:</b> Audit was completed by an indeperequirements and results were posted to the Cl Florida.	
Achieved: Yes □ No □	
Chair/Vice Chair:	Date:
Print Name:	-
PTC Community Development District	
District Manager:	Date:
Print Name: Kristen Suit	
PTC Community Development District	

# PTC COMMUNITY DEVELOPMENT DISTRICT

# RATIFICATION ITEMS

# PTC COMMUNITY DEVELOPMENT DISTRICT

# RATIFICATION ITEMS A

### PTC COMMUNITY DEVELOPMENT DISTRICT

#### **PHASE 1 PROJECT**

Work Product Series 2023 Bonds June 20, 2025

### AFFIDAVIT REGARDING COSTS PAID PHASE 1 PROJECT IMPROVEMENTS AND WORK PRODUCT SERIES 2023 BONDS

#### STATE OF INDIANA COUNTY OF VANDERBURGH

- I, Daniel Traylor, of PTC Boyette, LLC ("Landowner"), being first duly sworn, do hereby state for my affidavit as follows:
  - 1. I have personal knowledge of the matters set forth in this affidavit.
- 2. My name is Daniel Traylor and I am an Authorized Signatory and Representative of the Landowner. I have authority to make this affidavit on behalf of the Landowner.
- 3. Landowner is the primary owner of certain lands within the PTC Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
- 4. The Amended and Restated PTC Community Development District Master Engineer's Report, dated April 24, 2023, amended November 7, 2024, as supplemented by the 2023 Supplemental Engineer's Report for the PTC Community Development District, dated May 11, 2023, amended November 7, 2024, among other applicable reports related to the future bond series ("Engineer's Report"), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, Florida Statutes.
- 5. Landowner has engaged one or more professionals to perform services in conjunction with the construction of improvements set forth in the Engineer's Report and has expended funds to developer certain work product, permits and related documents and environmental opinions as described in the Engineer's Report. The attached **Exhibit A** accurately identifies the work product completed to date and states the amounts that Landowner has spent on such work product. Notwithstanding anything to the contrary herein, Landowner agrees to timely make payment for any remaining amounts due to contractors or professionals. Evidence of costs paid, including payment applications, invoices, and other documentation are complete and on file with Landowner, and are capable of being produced upon request.
- 6. Landowner has obtained releases from all professionals relative to all work product produced and listed on **Exhibit A**, such that said work product can be used by, transferred to and relied upon by the District the purposes for which it was intended.
- 7. In making this affidavit, I understand that the District intends to rely on this affidavit for the purpose of accepting an acquisition of the work product described in **Exhibit A**.

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 23rd day of June 2025.

PTC BOYETTE, LLC, a Delaware limited liability company

By: Daniel Traylor

Its: Authorized Representative

#### STATE OF INDIANA COUNTY OF VANDERBURGH

The foregoing instrument was sworn and subscribed before me by means of ⋈ physical presence or □ online notarization this 23rd day of June 2025, by Daniel Traylor, Authorized Representative of PTC Boyette, LLC, who ⋈ is personally known to me or □ produced as identification.

(NOTARY SEAL)

AKE f Indiana

ASHLEY L. SHAKE
Notary Public, State of Indiana
Vanderburgh County
Commission Number NP0735962
My Commission Expires
September 02, 2029

Ashley L. Shake

(Name typed, printed or stamped) Notary Public, State of Indiana

Commission No. 735962

My Commission Expires: 09/02/2029

### **EXHIBIT A: Description of Work Product**

PTC CDD consultant costs based on cost report dated April 30, 2025

PTC CDD reimbursement - sixth wave based on April 30, 2025 cash report

F.333		
Fees	COD investigation for	1 500 00
	S&D inspection Fee	\$ 1,500.00
	Subtotal	\$ 1,500.00
Legal		
629/508211	. Castro Utility and Tech Easements	\$ 977.50
629/510245	Castro Utility and Tech Easements	\$ 3,267.50
629/511974	Castro Utility and Tech Easements	\$ 1,547.50
	Subtotal	\$ 5,792.50
Environmental		
2195	PACSCON: Ph 1C GT Permitting	\$ 910.00
	Subtotal	\$ 910.00
Survey		
25-106	Pedestrian access easement SODs	\$ 4,695.00
	Subtotal	\$ 4,695.00
Planning & Engine	ering	
14947	Catalyst Ph 1A Irrigation and Sign Desgin	\$ 9,279.66
15029	Catalyst Sign Desgin	\$ 5,995.00
25-20518	McKendree Correspondence and plan revisions	\$ 612.50
15297	Master Plan Pattern Book Planting Palette	\$ 295.00
15256	McKendree Monument Sign Coordination	\$ 470.00
25-20830	Double Branch Parkway Engineering Design	\$ 3,000.00
25-21107	Double Branch Parkway Engineering Design	\$ 9,000.00
15923	Ph 1A Enh. LA punch walk, observation report, sign permitting	\$ 2,459.00
	Subtotal	\$ 31,111.16
	Total	\$ 44,008.66

# LANDOWNER ACKNOWLEDGMENT OF ACQUISITION-OF WORK PRODUCT AND THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE COMPLETION OF SAME

THIS LANDOWNER ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the <u>23rd</u> day of June 2025, by Daniel Traylor of PTC BOYETTE, LLC, with offices located at 3879 Maple Avenue, Suite 300, Dallas, Texas 74219 ("Landowner"), in favor of the PTC COMMUNITY DEVELOPMENT DISTRICT ("District"), a local unit of special-purpose government situated in Pasco County, Florida, with offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W Boca Raton, Florida 33431.

- SECTION 1. DESCRIPTION OF CONTRACTOR'S SERVICES. Landowner has contracted for the development of certain plans, designs, permits and other work product (the "Work Product") as more generally described in the attached Exhibit A.
- SECTION 2. CONTRACT RIGHTS. Landowner hereby expressly acknowledges the District's right to enforce the terms of all agreements under which Work Product was completed, including but not limited to any warranties, contract rights and remedies, standard of care provisions and other forms of indemnification provided therein and/or available under Florida law. Landowner agrees to cooperate in obtaining all releases, acknowledgments, and other documents the District requires from professionals who completed work necessary to produce the Work Product. In the event that such releases, acknowledgments, or other documents cannot be obtained, Landowner agrees to provide such additional warranties or assurances as the District may require.
- SECTION 3. CERTIFICATE OF PAYMENT. Landowner hereby acknowledges that it has fully compensated all professionals or others performing work related to completion of the Work Product. Landowner further certifies that no outstanding requests for payment exist related to the Work Product identified in Exhibit A and that there is no disagreement as to the appropriateness of payment made for the Work Product.
- SECTION 4. PUBLIC RECORDS. Landowner acknowledges that all documents connected with the Work Product and acquisition thereof may be public records and treated as such in accordance with Florida law, and agrees to, upon request, produce such documentation, including but not limited to documentation of funds expended to complete the Work Product.
- **SECTION 5. EFFECTIVE DATE.** This Landowner Acquisition and Warranty Acknowledgement shall take effect upon execution.

[Signature Page Follows]

**ATTEST** 

PTC BOYETTE, LLC, a Delaware limited liability

company

By: Daniel Traylor

Its: Authorized Representative

Annette M. Williams

[print name]

Ashley L. Shake

[print name]

STATE OF INDIANA COUNTY OF VANDERBURGH

The foregoing instrument was sworn and subscribed before me by means of X physical presence or  $\Box$  online notarization this  $\underline{23rd}$  day of June 2025, by Daniel Traylor, Authorized Representative of PTC Boyette, LLC who X is personally known to me or  $\Box$  who has produced as identification, and  $\Box$  did or  $\Box$  did not take the oath.

Notary Public, State of Indiana
Print Name: Ashley L. Shake

Commission No.: 735962

ASHLEY L. SHAKE
Notary Public, State of Indiana
Vanderburgh County
Vanderburgh County
Commission Number NP0735962
My Commission Expires
September 02, 2029

### **EXHIBIT A: Description of Work Product**

PTC CDD consultant costs based on cost report dated April 30, 2025

PTC CDD reimbursement - sixth wave based on April 30, 2025 cash report

Fees		
1003	S&D inspection Fee	\$ 1,500.00
	Subtotal	\$ 1,500.00
Legal		
	Castro Utility and Tech Easements	\$ 977.50
	Castro Utility and Tech Easements	\$ 3,267.50
	Castro Utility and Tech Easements	\$ 1,547.50
	Subtotal	\$ 5,792.50
Environmental		
2195	PACSCON: Ph 1C GT Permitting	\$ 910.00
	Subtotal	\$ 910.00
Survey		
25-106	Pedestrian access easement SODs	\$ 4,695.00
	Subtotal	\$ 4,695.00
Planning & Engine	eering	
14947	Catalyst Ph 1A Irrigation and Sign Desgin	\$ 9,279.66
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25-20830	Double Branch Parkway Engineering Design	\$ 3,000.00
25-21107	Double Branch Parkway Engineering Design	\$ 9,000.00
15923	Ph 1A Enh. LA punch walk, observation report, sign permitting	\$ 2,459.00
	Subtotal	\$ 31,111.16
	Total	\$ 44,008.66

### LANDOWNER BILL OF SALE OF PHASE 1 PROJECT WORK PRODUCT

This Landowner Bill of Sale of Phase 1 Project Work Product evidencing the conveyance of certain Work Product described herein is made to be effective the 23rd day of June 2025, by PTC Boyette, LLC ("Grantor"), a Delaware limited liability company, whose address 3879 Maple Avenue, Suite 300, Dallas, Texas 74219, and to the PTC Community Development District ("Grantee"), a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W Boca Raton, Florida 33431.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and the successors and assigns of corporations or governmental entities.)

WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does grant, bargain, sell, transfer, and deliver unto Grantee, its successors and assigns, the following described property, assets and rights, towit:

- 1. All of the right, title, interest and benefit of Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership related to the improvements that make up the Phase 1 Project, as specified in that certain Master Engineer's Report as adopted by the District and amended from time to time, as more specifically described at Exhibit A (together, "Work Product").
- 2. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Work Product ("Warranty and Indemnity Rights"), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that Grantor and Grantee may independently exercise such rights);

to have and to hold all of the foregoing unto Grantee, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

This instrument is subject to the following provisions:

a. In furtherance of the foregoing, Grantor hereby acknowledges that from this date Grantee has succeeded, on a non-exclusive basis jointly with Grantor (provided however that the

Grantor and Grantee may independently exercise such rights), to all of its right, title, and standing to: (i) receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby; (ii) institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.

- b. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Work Product; (ii) the Work Product is free from any liens or encumbrances and Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Work Product; and (iv) Grantor will warrant and defend the sale of the Work Product hereby made unto Grantee against the lawful claims and demands of all persons whosoever.
- c. Grantor represents that, without independent investigation, it has no knowledge of any defects in the Work Product, and hereby assigns, transfers and conveys to Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification. That being the case, this conveyance is made on an "as is" basis, with no warranties whatsoever except as expressly stated herein, provided however, Grantor shall provide any warranties required by Pasco County, Florida ("County"), but only to the extent that Grantor is unable to transfer and/or assign sufficient warranties from applicable contractors.
- d. By execution of this document, Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.
- e. Nothing herein shall be construed as a waiver of Grantee's sovereign immunity or limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.
- f. This instrument shall be governed by, and construed under, the laws of the State of Florida.
- g. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.
- h. As consideration for the sale of the Work Product, and subject to (and without intending to alter) the provisions of that certain Acquisition Agreement Between the PTC Community Development District and PTC Boyette LLC Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property, among other applicable acquisition agreements related to future bond series, Grantee shall make payment for the cost of the Work Product up to the amounts set forth in **Exhibit A** from the proceeds of any applicable current or future series of bonds.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name this 23 day of June 2025.

PTC BOYETTE, LLC

By: Daniel Traylor

Its: Authorized Representative

STATE OF <u>INDIANA</u> COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me by means of  $\mathbb{N}$  physical presence or  $\square$  online notarization this <u>23rd</u> day of June 2025, by Daniel Traylor, Authorized Representative of PTC Boyette, LLC, a Delaware limited liability company, on behalf of the company, *(check one)*  $\mathbb{N}$  who is personally known to me or  $\square$  who has produced a as identification.

ASHLEY L. SHAKE
Notary Public, State of Indiana
Venderburgh County
Venderburgh County
My Commission Number NP0735962
My Commission Expires
September 02, 2029

abhley Lshaka

### **EXHIBIT A: Description of Work Product**

PTC CDD consultant costs based on cost report dated April 30, 2025

PTC CDD reimbursement - sixth wave based on April 30, 2025 cash report

Fees		
	S&D inspection Fee	\$ 1,500.00
	Subtotal	\$ 1,500.00
Legal		
	Castro Utility and Tech Easements	\$ 977.50
	Castro Utility and Tech Easements	\$ 3,267.50
629/511974	Castro Utility and Tech Easements	\$ 1,547.50
	Subtotal	\$ 5,792.50
Environmental		
2195	PACSCON: Ph 1C GT Permitting	\$ 910.00
	Subtotal	\$ 910.00
Survey		
25-106	Pedestrian access easement SODs	\$ 4,695.00
	Subtotal	\$ 4,695.00
Planning & Engine	ering	
14947	Catalyst Ph 1A Irrigation and Sign Desgin	\$ 9,279.66
15029	Catalyst Sign Desgin	\$ 5,995.00
25-20518	McKendree Correspondence and plan revisions	\$ 612.50
15297	Master Plan Pattern Book Planting Palette	\$ 295.00
15256	McKendree Monument Sign Coordination	\$ 470.00
25-20830	Double Branch Parkway Engineering Design	\$ 3,000.00
25-21107	Double Branch Parkway Engineering Design	\$ 9,000.00
15923	Ph 1A Enh. LA punch walk, observation report, sign permitting	\$ 2,459.00
	Subtotal	\$ 31,111.16
	Total	\$ 44,008.66

### DISTRICT ENGINEER'S CERTIFICATE OF WORK PRODUCT ACQUISITION – PHASE 1 PROJECT SERIES 2023 BONDS

June <u>30</u>, 2025

Board of Supervisors
PTC Community Development District

Re: PTC Community Development District (Pasco County, Florida)
Phase 1 Project Acquisition of Work Product – Series 2023 Bonds

### Ladies and Gentlemen:

The undersigned, a representative of Clearview Land Design, P.L. ("Clearview" or "District Engineer"), as District Engineer for the PTC Community Development District ("District"), hereby makes the following certifications in connection with the District's acquisition from PTC Boyette, LLC ("Landowner") of certain work product ("Work Product"), all as more fully described in Exhibit A attached hereto, and in that certain Landowner Bill of Sale & Assignment of Work Product – Series 2023 Bonds ("Bill of Sale") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

- 1. I have reviewed the Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
- 2. The Work Product is within the scope of the District's Capital Improvement Plan as set forth in the District's Amended and Restated PTC Community Development District Master Engineer's Report, dated April 24, 2023, amended November 7, 2024, as supplemented by the 2023 Supplemental Engineer's Report for the PTC Community Development District, dated May 11, 2023, amended November 7, 2024, among other applicable reports related to the future bond series (together, the "Engineer's Report"), and specially benefit property within the District.
- 3. Clearview further hereby acknowledges that the District is acquiring or has acquired the Work Product developed by Clearview and accordingly, the District has the unrestricted right to rely upon the work product for its intended use, including the right to rely on any and all warranties, defects, and claims related to said work product.
- 4. The total costs associated with the Work Product are \$44,008.66 as set forth in the Bill of Sale. Such costs are equal to or less than what the Landowner actually paid to create and/or acquire such Work Product.
- 5. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product.

### FURTHER AFFIANT SAYETH NOT.

Jordan Schrader, P.E.

Clearview Land Design, P.L. Florida Registration No. 74798

District Engineer

## COUNTY OF Hillsborough

The foregoing instrument was sworn and subscribed before me by means of X physical presence or 1 online notarization this 30 day of June 2025, by Jordan Schrader, P.E. of Clearview Land Design, P.L. who X is personally known to me or who has produced as identification, and 11 did or 11 did not take the oath.

Notary Public State of Florida Peyton Ryan My Commission HH 511334 Expires 4/3/2028 Notary Public, State of Florida

Print Name: PEYTON RYAN

Commission No.: HH 511334

My Commission Expires: 4/3/28

### **EXHIBIT A: Description of Work Product**

PTC CDD consultant costs based on cost report dated April 30, 2025

PTC CDD reimbursement - sixth wave based on April 30, 2025 cash report

Fees		
	S&D inspection Fee	\$ 1,500.00
	Subtotal	\$ 1,500.00
Legal		
629/508211	Castro Utility and Tech Easements	\$ 977.50
629/510245	Castro Utility and Tech Easements	\$ 3,267.50
629/511974	Castro Utility and Tech Easements	\$ 1,547.50
	Subtotal	\$ 5,792.50
Environmental		
2195	PACSCON: Ph 1C GT Permitting	\$ 910.00
	Subtotal	\$ 910.00
Survey		
25-106	Pedestrian access easement SODs	\$ 4,695.00
	Subtotal	\$ 4,695.00
Planning & Engine	eering	
	Catalyst Ph 1A Irrigation and Sign Desgin	\$ 9,279.66
15029	Catalyst Sign Desgin	\$ 5,995.00
25-20518	McKendree Correspondence and plan revisions	\$ 612.50
15297	Master Plan Pattern Book Planting Palette	\$ 295.00
15256	McKendree Monument Sign Coordination	\$ 470.00
25-20830	Double Branch Parkway Engineering Design	\$ 3,000.00
25-21107	Double Branch Parkway Engineering Design	\$ 9,000.00
15923	Ph 1A Enh. LA punch walk, observation report, sign permitting	\$ 2,459.00
	Subtotal	\$ 31,111.16
	Total	\$ 44,008.66

### **2023 ACQUISITION AND CONSTRUCTION** REQUISITION

### PTC COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023

The undersigned, a Responsible Officer of the PTC Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of June 1, 2023, as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2023 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: 8
- Name of Payee pursuant to Acquisition Agreement: PTC Boyette, LLC (2)
- (3) Amount Payable: \$44,008.66
- **(4)** Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Soft costs related to the Series 2023 Project
- Fund or Account and subaccount, if any, from which disbursement to be made: (5) acquisition and construction account
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1

1.	$\Xi$ obligations in the stated amount set forth above have been incurred by the
	District,
or	
	this requisition is for Costs of Issueros revents from the Association and
	☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

### PTC COMMUNITY DEVELOPMENT DISTRICT

By:	
-	Responsible Officer

## CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

CLEARVIEW LAND DESIGN, P.L.

Jordan A. Schrader, P.E.

# PTC COMMUNITY DEVELOPMENT DISTRICT

# RATIFICATION ITEMS B

### CONTINUING PROFESSIONAL ENGINEERING SERVICES AGREEMENT

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of August 2025, 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 (the "District"); and

**ARDURRA GROUP, INC.**, a Florida corporation, with offices at 4921 Memorial Highway, Suite 300, Tampa, Florida 33634 (the "Engineer").

### **RECITALS**

WHEREAS, the District is a local unit of special purpose government established 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; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional continuing engineering services on an as-needed basis to support ongoing and upcoming projects; and

WHEREAS, the Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ("Board") determined the Engineer as one of the most qualified firms to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ the Engineer to perform engineering services, including but not limited to, construction administration, environmental management and permitting, as defined by a separate work authorization or work authorizations; and

WHEREAS, upon authorization, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

**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. SCOPE OF SERVICES.

- a. Engineer will provide general engineering services, including the following, subject to work authorizations with hourly or not to exceed amounts preauthorized by the Board in writing:
  - i. Preparation of any necessary reports and attendance at meetings of the Board, only as requested in writing.
  - ii. Providing professional engineering services as authorized by the Board through written work authorizations, which may include monitoring and contract administration associated with District projects, as well as performance of other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
  - iii. Any other items requested by the Board.
- b. Engineer will, when authorized by the Board by written work authorization, provide general services related to construction of any District projects and will provide such recommendations for such services as deemed appropriate in his or her professional experience, including, but not limited to:
  - i. Periodic visits to the site, part-time or full-time construction management of District projects, as may be recommended by Engineer and authorized by the District.
  - ii. Processing of contractor's pay estimates.
  - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, direct purchase orders, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
  - iv. Final inspection and requested certificates for construction including the final certificate of construction.
  - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance recommendations of the site infrastructure facilities, Engineer will render such services as authorized by the Board. Engineer will not provide physical maintenance of said facilities.
- d. For authorized engineering services provided pursuant to this Agreement that require geotechnical engineering services, such services will be provided by the District's geotechnical engineer and any geotechnical deliverables required will be provided to Engineer.
- **2. 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 will 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 will, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- c. It will perform said services in accordance with generally accepted professional standards of care in an expeditious and economical manner, and to the extent consistent with the best interests of the District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.
- 3. METHOD OF AUTHORIZATION. Each service or project will be authorized in writing by the District. Engineer will request such work authorizations in their professional capacity as Engineer when it is deemed desirable or necessary and the District is relying on Engineer to make such recommendations when Engineer deems professional engineering services appropriate for the facts and circumstances of any project. The written authorization will be incorporated in a work authorization which will include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project bring authorized, in substantially the form attached hereto as **Exhibit A** ("Work Authorization"). Authorization of services or projects under the contract will be the sole option of the District but with advice and recommendations by Engineer.
- **4. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement will be stipulated in each Work Authorization. One of the following methods will be utilized:
  - a. Lump Sum Amount The District and Engineer will mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District will require Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the completion of the work contemplated by the lump sum Work Authorization.

- b. Hourly Personnel Rates For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.
- **5. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:
  - a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over an authorized project. All expenditures will be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
  - b. Expense of reproduction, postage and handling of drawings and specifications.
- **6. TERM OF CONTRACT.** It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.
- 7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis with no markup.
- 8. BOOKS AND RECORDS. Engineer will maintain comprehensive books and records relating to any services performed under this Agreement, which will 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, will have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

### 9. 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") will be and remain the sole and exclusive property of the District when developed and will be considered work for hire. Engineer hereby irrevocably assigns, transfers, and conveys to the District all rights, title, and interest in and to such Work Product, including all intellectual property rights therein.
- b. Engineer will 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 will deliver all such Work Product whether complete or not. The District will have all rights to use any and all Work Product. Engineer will 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 will 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 will 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. 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.
- 10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder will be kept on a basis of generally accepted accounting principles and will be available to the District or its authorized representative for observation or audit at mutually agreeable times.
- 11. 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*.
- 12. INSURANCE. Engineer will, 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 \$1,000,000/\$2,000,000
(including Contractual)

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

\$3,000,000

Engineer shall provide evidence of such continued coverage annually and upon request of the District. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Engineer will, 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 will be named as additional insured parties on a primary and non-contributory basis, 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 will be provided. Engineer will furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate will be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, will not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage will 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 will pay the cost for that required insurance plus a 15% administrative fee and will furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. Additionally, the District may immediately terminate this Agreement or suspend services until proper insurance is obtained.

- 13. 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.
- 14. AUDIT. Engineer agrees that the District or any of its duly authorized representatives will, until the expiration of four years after expenditure of funds under this Agreement or such longer period as required by law, have access to and the right to examine, audit, and copy any books, documents, papers, electronic data, and records of Engineer involving transactions related to the Agreement. Engineer agrees that payment made under the Agreement will 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 will 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.

15. INDEMNIFICATION. Engineer agrees to indemnify 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 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 that 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 Three Million Dollars (\$3,000,000) and Engineer will 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.

The District and Engineer mutually waive any claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes, but is not limited to, damages incurred by the District for loss of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or the services of such persons; and damages incurred by Engineer for principal office expenses, including the compensation of personnel stationed there, for losses of financing, business, and reputation, and loss of profit, except anticipated profit arising directly from the work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions of this Agreement.

- 16. 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, PROVIDED THAT THE REQUIREMENTS OF SECTION 558.0035 ARE FULLY SATISFIED AND MAINTAINED THROUGHOUT THE TERM OF THIS AGREEMENT.
- 17. SOVEREIGN IMMUNITY. Engineer agrees and covenants that nothing in this Agreement will 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.
- 18. 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 will 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 will 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.

- 19. EMPLOYMENT VERIFICATION. Engineer agrees that it will 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.
- **20. E-VERIFY.** Engineer will comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer will 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 will 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 will 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*, will 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(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

- 21. CONFLICTS OF INTEREST. Engineer will bear the responsibility for acting in the District's best interests, will avoid any conflicts of interest and will abide by all applicable ethical canons and professional standards relating to conflicts of interest.
- 22. 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 in the District's sole and absolute discretion. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer will be deemed to have made all of the representations and warranties of Engineer set forth herein and will be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer will obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer will be responsible for all acts or omissions of any subcontractors.
- 23. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer will serve as an independent contractor of the District. Neither 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 will not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer will 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.
- **24. ASSIGNMENT.** Neither the District nor Engineer will assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other, which consent may be withheld by the District in its sole discretion. Any attempted assignment without such consent shall be void. Nothing in this paragraph will prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.
- **25. THIRD PARTIES.** Nothing in the Agreement will inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.
- **26. CONTROLLING LAW.** Engineer and the District agree that this Agreement will be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement will be in the State Courts located in Pasco County, Florida.

- 27. **TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or 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 will 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, Engineer will 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.
- 28. 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 will be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.
- 29. 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.
- **30.** AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement will be construed as if both parties jointly prepared it, and no presumption against one party or the other will govern the interpretation or construction of any of the provisions of this Agreement.
- NOTICES. All notices, requests, consents and other communications hereunder 31. ("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:

If to the District: PTC Community Development District Α.

c/o Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager

suitk@whhassociates.com

With a copy to: Kilinski | Van Wyk PLLC

517 E. College Avenue Tallahassee, Florida 32301 Attn: District Counsel jennifer@cddlawyers.com

В. If to Engineer: Ardurra Group, Inc.

4921 Memorial Highway, Suite 300

Tampa, Florida 33634 Attn: Michael Ross, P.E. mross@ardurra.com

Except as otherwise provided in this Agreement, any Notice will 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, will 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 will be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government will 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 will be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

- **32.** 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 will constitute but one and the same instrument constituting this Agreement.
- **33.** ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and Engineer in the spaces provided below.
- **34. ANTI-HUMAN TRAFFICKING.** Engineer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Engineer agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Engineer refuses to sign said affidavit, the District may terminate this Agreement immediately.

[signatures on following page]

**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 / Vice Chairperson,

Board of Supervisors

ARDURRA GROUP, INC.

8/14/25

By: Michael E. Ross

Its: Managing Principal

**Exhibit A:** Form of Work Authorization

**Exhibit B:** Hourly Fee Schedule

# EXHIBIT A Form of Work Authorization

PTC Community Development District Pasco County, Florida

Subject:	Work Authorization Number PTC Community Developme		
Dear Chair	person, Board of Supervisors:		
engineering	g services for PTC Community Dev	s pleased to submit this work authorization to provide relopment District (the " <b>District</b> "). We will provide these ed, 2025 (" <b>Engineering Agreement</b> ") as	
I.	Scope of Work		
Th	The District will engage Engineer to: [description of scope of work; or attach scope exhibit]		
II.	Fees		
The District will [compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$ The District will reimburse Engineer all reasonable and documented direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.] OR [will compensate Engineer in a flat fee amount of \$, inclusive of all effort, expenses, and costs to complete the work described herein].  This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer 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.			
APPROV	ED AND ACCEPTED	Sincerely,	
PTC Communi	ity Development District	Ardurra Group, Inc.	
By:Author	orized Representative	By:Authorized Representative	
Date:		Date:	

# EXHIBIT B Hourly Fee Schedule

# PTC COMMUNITY DEVELOPMENT DISTRICT

# RATIFICATION ITEMS C

### CONTINUING PROFESSIONAL ENGINEERING SERVICES AGREEMENT

**THIS AGREEMENT** ("Agreement") is made and entered into this 28 day of July 2025, 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 (the "District"); and

**HEIDT DESIGN, LLC**, a Florida limited liability company, with a mailing address of 5904-A Hampton Oaks Parkway, Tampa, Florida 33610 (the "Engineer").

### **RECITALS**

WHEREAS, the District is a local unit of special purpose government established 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; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, the Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ("Board") determined the Engineer as one of the most qualified firms to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ the Engineer to perform engineering services, including but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, upon authorization, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

**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. SCOPE OF SERVICES.

- a. Engineer will provide general engineering services, including the following, subject to work authorizations with hourly or not to exceed amounts preauthorized by the Board in writing:
  - i. Preparation of any necessary reports and attendance at meetings of the Board, only as requested in writing.
  - ii. Providing professional engineering services as authorized by the Board through written work authorizations, which may include review of documents under the District's Trust Indentures and monitoring and contract administration associated with District projects, as well as performance of other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
  - iii. Any other items requested by the Board.
- b. Engineer will, when authorized by the Board by written work authorization, provide general services related to construction of any District projects and will provide such recommendations for such services as deemed appropriate in his or her professional experience, including, but not limited to:
  - i. Periodic visits to the site, part-time or full-time construction management of District projects, as may be recommended by Engineer and authorized by the District.
  - ii. Processing of contractor's pay estimates.
  - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, direct purchase orders, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
  - iv. Final inspection and requested certificates for construction including the final certificate of construction.
  - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer will render such services as authorized by the Board.
- d. For authorized engineering services provided pursuant to this Agreement that require geotechnical engineering services, Engineer agrees to utilize the District's geotechnical engineer for such services at no additional markup or fee to the District.
- **2. 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 will 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 will, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- c. It will 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.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.
- 3. METHOD OF AUTHORIZATION. Each service or project will be authorized in writing by the District. Engineer will request such work authorizations in their professional capacity as Engineer when it is deemed desirable or necessary and the District is relying on Engineer to make such recommendations when Engineer deems professional engineering services appropriate for the facts and circumstances of any project. The written authorization will be incorporated in a work authorization which will include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project bring authorized, in substantially the form attached hereto as Exhibit A ("Work Authorization"). Authorization of services or projects under the contract will be the sole option of the District but with advice and recommendations by Engineer.
- **4. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement will be stipulated in each Work Authorization. One of the following methods will be utilized:
  - a. Lump Sum Amount The District and Engineer will mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District will require Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the completion of the work contemplated by the lump sum Work Authorization.

- b. Hourly Personnel Rates For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.
- **5. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:
  - a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over an authorized project. All expenditures will be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
  - b. Expense of reproduction, postage and handling of drawings and specifications.
- 6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.
- 7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis with no markup.
- 8. BOOKS AND RECORDS. Engineer will maintain comprehensive books and records relating to any services performed under this Agreement, which will 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, will have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

### 9. 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") will be and remain the sole and exclusive property of the District when developed and will be considered work for hire. Engineer hereby irrevocably assigns, transfers, and conveys to the District all rights, title, and interest in and to such Work Product, including all intellectual property rights therein.
- b. Engineer will 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 will deliver all such Work Product whether complete or not. The District will have all rights to use any and all Work Product. Engineer will 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 will 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 will 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. 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.
- 10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder will be kept on a basis of generally accepted accounting principles and will be available to the District or its authorized representative for observation or audit at mutually agreeable times.
- 11. 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*.
- 12. INSURANCE. Engineer will, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Statutory

Workers' Compensation

General Liability
Bodily Injury \$1,000,000/\$2,000,000
(including Contractual)

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

\$3,000,000

Engineer shall provide evidence of such continued coverage annually and upon request of the District. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Engineer will, 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 will be named as additional insured parties on a primary and non-contributory basis, 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 will be provided. Engineer will furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate will be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, will not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage will 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 will pay the cost for that required insurance plus a 15% administrative fee and will furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. Additionally, the District may immediately terminate this Agreement or suspend services until proper insurance is obtained.

- 13. 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.
- 14. AUDIT. Engineer agrees that the District or any of its duly authorized representatives will, until the expiration of four years after expenditure of funds under this Agreement or such longer period as required by law, have access to and the right to examine, audit, and copy any books, documents, papers, electronic data, and records of Engineer involving transactions related to the Agreement. Engineer agrees that payment made under the Agreement will 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 will 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.

- 15. 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 that 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 Three Million Dollars (\$3,000,000) and Engineer will 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.
- 16. 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, PROVIDED THAT THE REQUIREMENTS OF SECTION 558.0035 ARE FULLY SATISFIED AND MAINTAINED THROUGHOUT THE TERM OF THIS AGREEMENT.
- 17. SOVEREIGN IMMUNITY. Engineer agrees and covenants that nothing in this Agreement will 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.
- 18. 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 will 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 will 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.

- 19. EMPLOYMENT VERIFICATION. Engineer agrees that it will 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.
- **20. E-VERIFY.** Engineer will comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer will 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 will 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 will 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*, will 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(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

- 21. CONFLICTS OF INTEREST. Engineer will bear the responsibility for acting in the District's best interests, will avoid any conflicts of interest and will abide by all applicable ethical canons and professional standards relating to conflicts of interest.
- 22. 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 in the District's sole and absolute discretion. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer will be deemed to have made all of the representations and warranties of Engineer set forth herein and will be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer will obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer will be responsible for all acts or omissions of any subcontractors.
- 23. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer will serve as an independent contractor of the District. Neither 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 will not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer will 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.
- **24. ASSIGNMENT.** Neither the District nor Engineer will assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other, which consent may be withheld by the District in its sole discretion. Any attempted assignment without such consent shall be void. Nothing in this paragraph will prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.
- **25. THIRD PARTIES.** Nothing in the Agreement will inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.
- 26. CONTROLLING LAW. Engineer and the District agree that this Agreement will be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement will be in the State Courts located in Pasco County, Florida.
- 27. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or 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 will 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, Engineer will 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.

- 28. 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 will be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.
- **29. 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.
- **30. AGREEMENT.** This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement will be construed as if both parties jointly prepared it, and no presumption against one party or the other will govern the interpretation or construction of any of the provisions of this Agreement.
- 31. 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 and Associates, LLC

2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager suitk@whhassociates.com

With a copy to: Kilinski | Van Wyk PLLC

517 E. College Avenue Tallahassee, Florida 32301 Attn: District Counsel jennifer@cddlawyers.com

**B. If to Engineer:** Heidt Design, LLC

5904-A Hampton Oaks Parkway

Tampa, Florida 33610 Attn: Boyan Pargov, P.E. boyanp@heidtdesign.com

Except as otherwise provided in this Agreement, any Notice will 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, will 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 will be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government will 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 will be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

- **32.** 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 will constitute but one and the same instrument constituting this Agreement.
- **33.** ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and Engineer in the spaces provided below.
- **34. ANTI-HUMAN TRAFFICKING.** Engineer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Engineer agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Engineer refuses to sign said affidavit, the District may terminate this Agreement immediately.

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

Signed by:

Michael Wolf

26A7C23F73E3430...

Chairperson / Vice Chairperson, Board of Supervisors

HFIDT DESIGN, LLC

Boyan Pargon 88AGEQBD8410493...

Its: Vice president

**Exhibit A:** Form of Work Authorization

**Exhibit B:** Hourly Fee Schedule

### EXHIBIT A Form of Work Authorization

PTC Community Development District Pasco County, Florida

<b>J</b>	,	
Subject:	Work Authorization Numb PTC Community Developm	
Dear Chairper	rson, Board of Supervisors:	
engineering so	ervices for PTC Community D	is pleased to submit this work authorization to provide Development District (the "District"). We will provide these ated, 2025 ("Engineering Agreement") as
I.	Scope of Work	
The D	District will engage Engineer to	: [description of scope of work; or attach scope exhibit]
II.	Fees	
Engineering A documented of pursuant to the of all effort, entry and the first pursuant to the of the first pursuant to the first pu	Agreement, not to exceed \$	neer pursuant to the hourly rate schedule contained in the The District will reimburse Engineer all reasonable and ms such as printing, drawings, travel, deliveries, et cetera, sate Engineer in a flat fee amount of \$, inclusive the work described herein].  Ingineering Agreement, represents the entire understanding d to the referenced work authorization. If you wish to accept secuted copy to our office. Upon receipt, we will promptly
APPROVED	AND ACCEPTED	Sincerely,
PTC	Davelammant District	Haidt Design II C
-	Development District	Heidt Design, LLC
By:Authoriz	zed Representative	By: Authorized Representative
Date:		Date:

### EXHIBIT B Hourly Fee Schedule



## Attachment B FEE SCHEDULE

(Effective April 7, 2023)

<u>DESCRIPTION</u>	HOURLY RATE
Administrative Assistant	\$105.00
Project Coordinator	\$115.00
Permit Coordinator	\$115.00
Sr. Permit Coordinator	\$140.00
Designer	\$125.00
Sr. Designer	\$145.00
GIS Analyst	\$135.00
Sr. GIS Analyst	\$155.00
Construction Inspector	\$140.00
Sr. Construction Inspector	\$165.00
Ecologist	\$150.00
Sr. Ecologist	\$175.00
Community Planner	\$145.00
Sr. Community Planner	\$170.00
Land Planner	\$145.00
Sr. Land Planner	\$170.00
Landscape Architect	\$150.00
Sr. Landscape Architect	\$175.00
Engineer	\$160.00
Sr. Engineer	\$185.00
Project Manager	\$170.00
Sr. Project Manager	\$200.00
Principal	\$255.00
District Engineer	\$260.00

Initial \_\_\_\_\_

FEE SCHEDULE HEIDT DESIGN, LLC

# PTC COMMUNITY DEVELOPMENT DISTRICT

# RATIFICATION ITEMS D

#### CHANGE ORDER NO.: 2

Owner's Project No.: Owner: PTC CDD Engineer's Project No.: Clearview Land Design, P.L. Engineer:

N/A Ripa & Associates, LLC Contractor's Project No.: N/A Contractor:

Project/Contract

McKendree Road First Extension Name:

> Agreement between Owner and Contractor for Construction Contract (Stipulated Price), dated on or about June 21, 2024 ("Agreement")

> > **Effective Date of Change Order:**

N/A

July 10, 2025 July 10, 2025 Date Issued:

The Agreement is modified only to the extent below and as follows upon execution of this Change Order:

#### Description:

The Agreement is modified to revise the scope of work and modify the plans for the Pasco Town Center McKendree Road First Extension Project, with any change orders or additional work to be determined according to the unit prices set forth at Composite Exhibit A. In summary:

PCO#	AMOUNT	DESCRIPTION	
PCO # 2	\$ 23,298.25	Clearview Plan Changes McKendree Rd - Water/Meander Sidewalk	
PCO # 2	\$ 53,462.80	Links Bid Set Plan Changes SR 52 – Roadway/Signage/Striping	

#### Attachments set forth in Composite Exhibit A:

Ripa COR # 2 - Plan Changes McKendree & SR 52 w Exhibit Pages 5 of 5

Clearview Land Design Plan Chages EOR Approval Pages 2 of 2

Lincks & Associates SR 52 Roadway Plan Changes EOR Approval Pages 4 of 4

Change in Contract Price	Change in Cont	ract Times	
Original Contract Price:		352/400 SR52 days	
\$ 11,580,002.00	Ready for final payment:	382/429 SR52 days	
Increase from previously approved Change Orders	[Increase] [Decrease] from previo	ously approved Change	
No. 1 to No. 1:	Orders No.1 to No. 1: Substantial Completion:	days	
\$ 73,668.79		days	
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:		
	Substantial Completion:	S2/400 SR52 days	
\$ 11,653,670.79	Ready for final payment:	382/429 SR 52 days	
Increase this Change Order:	[Increase] [Decrease] this Change Order:		
	Substantial Completion:	) days	
\$ 76,761.05	Ready for final payment:	) days	
Contract Price incorporating this Change Order:	Contract Times with all approved	Change Orders:	
	Substantial Completion:	352/400 SR52 days	
\$ 11.730.431.84	Ready for final payment: 3	182/429 SR52 days	

Recommended by Engineer	Accepted by Contractor
Ву:	10//
Title: VP	
Date: 67 25 25	
Authorized by Owner	Approved by Funding Agency (if applicable)
Ву:	N/A
Title: Chairman	
Date: 7/28/2025	

#### Composite Exhibit A



#### CIVIL | UTILITY CONSTRUCTORS

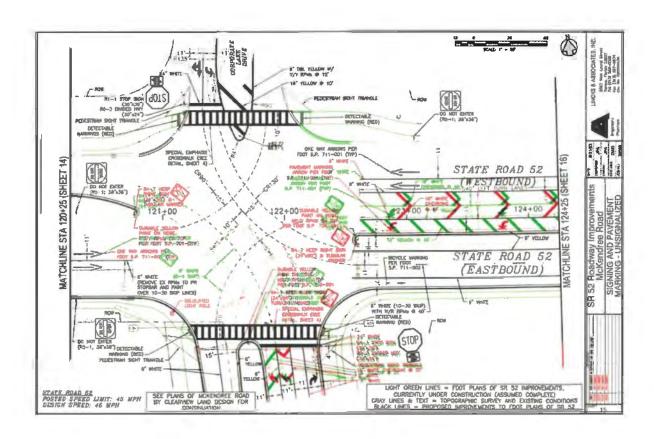
To:	CH IT Management, LLC	Contact: Doug South
Address:	30435 Commerce Drive, Suite 105	Phone: 910-508-0482
	San Antonio, FL 33576	Fax:
Project Name:	PTC - McKendree Road / SR 52 Improvements - CO#2	Bid Number: 23-332
Project Location:	SR 52 / McKendree Road, San Antonio, FL	Bid Date: 6/16/2025

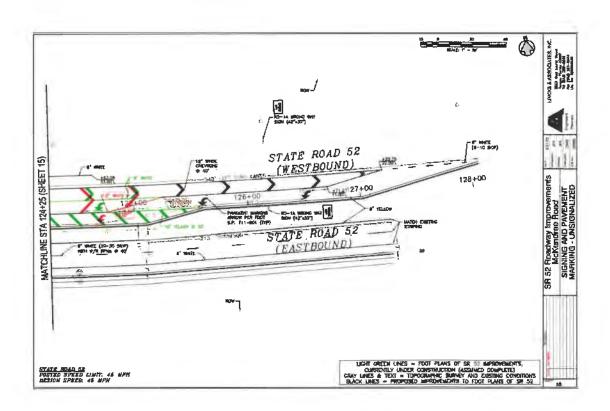
∐ne #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
00#00	2 - Clearview Plans				
QD1	16" PVC WATER MAIN (DR 18)	20.00	LF	\$135.00	\$2,700.00
002	16" MJ BEND	5.00	EACH	\$2,250.00	\$11,250,00
003	AS-BUILT 10' UE & 5' TE	1.00	LS	\$3,000.00	\$3,000.00
004	4" CONCRETE SIDEWALK W/ FIBER (MEANDERING)	355.00	SF	\$9.15	\$3,248.25
005	5' ADA HANDICAPPED RAMP [MEANDERING]	2.00	EACH	\$1,550.00	\$3,100.00
	Total	al Price for above CO#00:	2 - Clearvie	w Plans Items:	\$23,299.25
00#00	2 - Lindia Plans				
006	SUE SURVEY FOR DRILLSHAFTS	1.00	iS	\$3,640.00	\$3,640.00
007	TYPE "E" CURB W\ STABILIZATION	102.00	UF .	\$50.25	\$5,125.50
008	TYPE "F" CURB W\ STABILIZATION	-102.00	LF	\$46.35	(\$4,727.70)
009	SIGNAGE & STRIPING INCLUDES ADDED ADVANCED STRI SIGNS	ET ).00	LS	\$42,000.00	\$42,000.00
010	REMOBILIZATION FOR ORBLISHIFTS DUE TO EXISTING UTILITY CONFLICTS	1.00	LS	\$7,425.00	\$7,425.00
		Total Price for above COA	1002 - Linc	ks Plans Items:	\$\$3,462.80

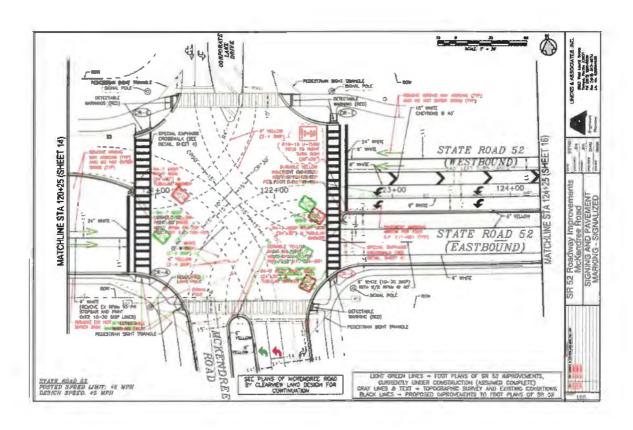
Total Bid Price: \$76,761.05

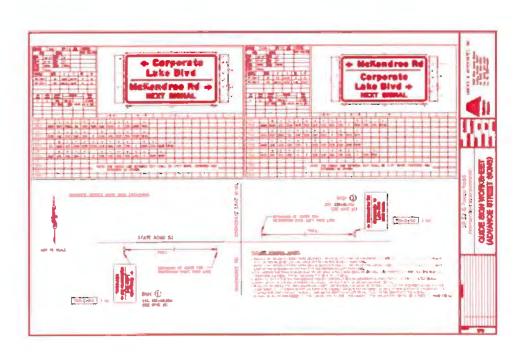
ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	Ripa & Associates
Suyer:	
Signature:	Authorized Signature:
Date of Acceptance:	Estimator: Ryan Craft 813-623-6777 rcraft@ripaconstruction.com

Page 1 of 1









#### South, Douglas

From: Nick Perillo < Nick Perillo@clearviewland.com>

Sent: Monday, July 7, 2025 1:40 PM
To: South, Douglas; Jordan Schrader

Cc: Heather Meyer

Subject: RE: 24-2221 McKendree RD & SR52 - CO#2 Plan Rev - REVISED\_Combined3.pdf



#### Doug.

I reviewed CO#2 and agree with the scope of changes on the Clearview plans.

Sincerely, Nick Perillo, P.E. Design Engineer Clearview Land Design, P.L. 3010 W. Azeele Street, Suite 150 Tampa, PL 33609 Office: 813-223-3919 ext. 205







From: South, Douglas <dsouth@columnarinvestments.com>

Sent: Monday, July 7, 2025 1:29 PM

To: Nick Perillo < Nick.Perillo@clearviewland.com>; Jordan Schrader < JordanS@clearviewland.com>

Cc: Heather Meyer < Heather. Meyer@clearviewland.com>

Subject: FW: 24-2221 McKendree RD & SR52 - CO#2 Plan Rev - REVISED\_Combined3.pdf

Nick/Jordan,

Heminder to review and send me an e-mail approval of CO #2. Thanks,

Doug South
VP Operations - FL

CH II Management, LLC 30435 Commerce Drive Sulte 105 San Antonio, FL 33576

910.508.0482

dsouth@columnariavestments.com

From: South, Douglas <dsouth | columnariavestments.com>

Sent: Tuesday, June 24, 2025 8:20 AM

To: Dave Desilet <a href="mailto:com">desilet lincks.com</a>; Robert Fulp <a href="mailto:com">nick.perilio@classpic.wiand.com</a>; Iordan Schrader <a href="mailto:com">nick.perilio@classpic.wiand.com</a>; Iordan Schrader <a href="mailto:com">nick.perilio@classpic.wiand.com</a>; Iordan Schrader <a href="mailto:com">nick.perilio@classpic.com</a>; Iordan Schrader <a href="mailto:com">nick.perilio@classpic.com</a>

Cc: 'shenry@lincks.com' <shenry@lincks.com>; Ells, Sean <sells \_ columnarinvcstroonts.com>; Brown, Thatcher

<tbrown@columnarinvestments.com>

Subject: FW: 24-2221 McKendree RD & SR52 - CO#2 Plan Rev - REVISED\_Combined3.pdf

Team Lincks & Clearview,

Please provide an e-mail approval for your portion of attached CO # 2 from Ripa for McKendree Rd. for plan changes. I am ok with the scope & pricing.

Doug South

VP Operations - FL

CH II Management, LLC 30435 Commerce Drive Suite 105 San Antonio, FL 33576 910.508.0482

dsouth@columnarinvestments.com

From: Zachary Hillier <zhillier@ripaconstruction.com>

Sent: Monday, June 23, 2025 12:36 PM

To: South, Douglas <dsouth@columnarinvestments.com>

Cc: Ryan Craft < rcraft@ripaconstruction.com>

Subject: 24-2221 McKendree RD & SR52 - CO#2 Plan Rev - REVISED\_Combined3.pdf

Doug,

Please see attached revised CO with Bluebeam overlay (red is new, green is old). Let me know if you need anything else.

Thank you,

#### Zach Hillier

Resource Planning & Systems Engineer



RIPA & Associates 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619

Cell (813) 295-4593 . Main (813) 623-6777 . Fax (813) 663-6772

Email: zhillier@ripaconstruction.com . Web Site: www.ripaconstruction.com

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#### South, Douglas

From: Robert Fulp <RobertF@trafficmobility.com>

Sent: Tuesday, June 24, 2025 4:49 PM

South, Douglas To:

Dave Desilet; Steven Henry; Robert Fulp Cc:

Subject: RE: 24-2221 McKendree RD & SR52 - CO#2 Plan Rev - REVISED\_Combined3.pdf



Doug....those advance street name signs are expensive. FDOT has them estimated at approximately \$17.5K a piece. I think they CO is good. ROB

Robert W. Fulp, PE

Senior Project Manager



Lincks & Associates, LLC 5023 W. Laurel Street Tampa, FL 33607 (813) 559-9593 Direct (813) 289-0039 Office (813) 361-4558 Cell

Please note my email address has changed to RobertF@trafficmobility.com

From: South, Douglas <dsouth@columnarinvestments.com>

Sent: Tuesday, June 24, 2025 4:34 PM

To: Robert Fulp <RobertF@trafficmobility.com>

Cc: Dave Desilet <DaveD@trafficmobility.com>; Steven Henry <StevenH@trafficmobility.com> Subject: RE: 24-2221 McKendree RD & SR52 - CO#2 Plan Rev - REVISED\_Combined3.pdf

This should be the bid set, and I do not see advanced road name signage. Not sure its worth \$ 42K but with the other changes who knows. They saved us 2.5M so do not want to nitpick.

#### **Doug South**

VP Operations - FL

#### CH II Management, LLC

30435 Commerce Drive Suite 105 San Antonio, FL 33576 910.508.0482

dsouth@columnarinvestments.com

From: South, Douglas

Sent: Tuesday, June 24, 2025 4:23 PM

To: 'Robert Fulp' <RobertF@trafficmobility.com>

Cc: Dave Desilet < Dave D@trafficmobility.com>; Steven Henry < Steven H@trafficmobility.com>
Subject: RE: 24-2221 McKendree RD & SR52 - CO#2 Plan Rev - REVISED\_Combined3.pdf

They are saying advanced signs were not on bid set. They bid 90% plans, and first CO covered 100% signal but I do not think roadway. If they were not on bid set, I do not think they should have anticipated it in the bid.

Doug South

VP Operations - FL

CH II Management, LLC 30435 Commerce Drive Suite 105 San Antonio, FL 33576 910.508.0482

dsouth@columnarinvestments.com

From: Robert Fulp <RobertF@trafficmobility.com>

Sent: Tuesday, June 24, 2025 4:19 PM

To: South, Douglas <dsouth@columnarinvestments.com>

Co: Dave Desilet < Dave O@trafficmobility.com>; Steven Henry < Steventl@trafficmobility.com>; Robert Fulp 
<RobertF@trafficmobility.com>

Subject: RE: 24-2221 McKendree RD & SR52 - CO#2 Plan Rev - REVISED\_Combined3.pdf

You don't often get email from probability of illinguage, I samuely this is important

Doug.....! looked the exhibits over and now understand what's going on. My biggest question is this – Didn't RIPA or sub-consider the cost for the advanced street name signs in the original bid? This plan sheet was a part of the roadway plans. Other than that, I don't have any issues with the CO#2 for Lincks.

Sincerely,

Robert W. Fulp, PE



Lincks & Associates, LLC 5023 W. Laurel Street Tampa, FL 33607 (813) 559-9593 Direct (813) 289-0039 Office (813) 361-4558 Cell

Please note my email address has changed to RobertF@trafficmobility.com

From: South, Douglas <dsouth@columnarinvestments.com>

Sent: Tuesday, June 24, 2025 3:36 PM

To: Robert Fulp <RobertF@trafficmobility.com>

Cc: Dave Desilet < DaveD@trafficm.chjlity.com >; Steven Henry < Steven H@trafficm.ebility.com >

Subject: RE: 24-2221 McKendree RD & SRS2 - CO#2 Plan Rev - REVISED\_Combined3.pdf

#### Thanks Rob,

Did you see the pdf overlay of original bid plans vs now on signage & striping? It does appear there are some changes (especially advance signs) but that is significant \$ which is why I asked for the exhibit. Please verify you saw exhibit and still have questions, and I will hit them up for enswers.

#### **Doug South**

VP Operations - FL

#### CH II Management, LLC

30435 Commerce Drive Suite 105 San Antonio, FL 33576 910,508,0482

dsouth@columnarinvestments.com

From: Robert Fulp <RobertF@trafficmobility.com>

Sent: Tuesday, June 24, 2025 3:09 PM

To: South, Douglas <dsouth@columnarinvestments.com>

Cc: Dave Desilet <DaveD@trafficmobility.com>; Robert Fulp <RobertF@trafficmobility.com>; Steven Henry

<StevenH@trafficmobility.com>

Subject: RE: 24-2221 McKendree RD & SR52 - CO#2 Plan Rev - REVISED\_Combined3.pdf

You don't aften get email from robe of Dignific mobility corp. Logra why this is important

Doug....I've reviewed the Change Order #2 as requested and have some questions (see attached).

Sincerely, ROB

Robert W. Fulp, PE



Lincks & Associates, LLC 5023 W. Laurel Street Tampa, FL 33607 (813) 559-9593 Direct (813) 289-0039 Office (813) 361-4558 Cell

Piesse note my email address has changed to RobertF@trafficmobility.com

From: South, Douglas <dsouth@columnarinvestments.com>

Sent: Tuesday, June 24, 2025 8:20 AM

To: Dave Desilet < Dave D@trafficmobility.com>; Robert Fulp < Robert F@trafficmobility.com>; Nick Perillo

<nick.perilio@clearviewland.com>; Jordan Schrader < jordans@clearviewland.com>

Cc: Steven Henry <Steventt@trafficmobility.com>; Ells, Sean <sells@columnarinvextments.com>; Brown, Thatcher

<tbrown@columnarinvestments.com>

Subject: FW: 24-2221 McKendree RD & SR52 - CO#2 Plan Rev - REVISED\_Combined3.pdf

Team Lincks & Clearview,

Please provide an e-mail approval for your portion of attached CD # 2 from Ripa for McKendree Rd. for plan changes. I am ok with the scope & pricing.

#### **Doug South**

VP Operations - FL

CH II Management, LLC 30435 Commerce Drive Suite 105 San Antonio, FL 33576 910.508.0482

dsouth@columnarinvestments.com

From: Zachary Hillier <zhillier@ripaconstruction.com>

Sent: Monday, June 23, 2025 12:36 PM

To: South, Douglas <dsouth@columnarinyestments.com>

Cc: Ryan Craft < rcraft @ripaconstruction.com>

Subject: 24-2221 McKendree RD & SR52 - CD#2 Plan Rev - REVISED\_Combined3.pdf

Doug,

Please see attached revised CO with Bluebeam overlay (red is new, green is old). Let me know if you need anything else.

Thank you,

#### Zach Hillier

Resource Planning & Systems Engineer



RIPA & Associates 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619

Cell (813) 295-4593 . Main (813) 623-6777 . Fax (813) 663-6772

Email: zhilliar@ripaconstruction.com . Web Site: www.ripaconstruction.com

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# PTC COMMUNITY DEVELOPMENT DISTRICT

# RATIFICATION ITEMS EI

#### Work Authorization #1

PTC Community Development District Pasco County, Florida

Subject: Work Authorization Number 1

**PTC Community Development District** 

Dear Chairperson, Board of Supervisors:

Water Resource Associates, LLC ("Engineer") is pleased to submit this work authorization to provide engineering services for PTC Community Development District (the "District"). We will provide these services pursuant to our current agreement dated July 24, 2025 ("Engineering Agreement") as follows:

#### I. Scope of Work

The District will engage Engineer for engineering, design, permitting and construction support for a 2,300 LF +/- roadway from State Road 52 to Setter Palm Road, as described in **Exhibit A** attached hereto.

#### II. Fees

The District will compensate Engineer in a lump sum amount of \$112,750, as described in **Exhibit A**. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer 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	Sincerely,
PTC Community Development District	Water Resource Associates, LLC
By: Authorized Representative	By: Authorized Representative
Date: 8/11/2025	Date: 07/29/2025

#### Exhibit A

[Attached beginning at following page]



#### **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

Between

**WRA** and PTC Community Development District (CDD)
Proposal #25-140 July 11, 2025

#### **DESIGN PROFESSIONAL:**

Water Resource Associates, LLC (WRA) 12363 Hampton Park Blvd Tampa, FL 33624

#### **CLIENT:**

OLIENT.

PTC CDD 2300 Glades Road, Suite 410W Boca Raton, FL 33431

#### **Project Name/Description:**

**Pasco TC – Double Branch Parkway**: This proposal includes engineering, design, permitting and construction support for a 2,300 LF +/- roadway from SR52 to Setter Palm Road located within the Double Branch Master Planned Community in Pasco County. Specific tasks are included in Attachment A.

#### **Scope/Intent and Extent of Services:**

See Attachment A

#### Fee Arrangement:

DECICAL DECECCIONIAL.

Lump sum **\$112,750** as itemized in Attachment B, plus reimbursables as described in "Other Direct Charges" in Attachment C. Terms and conditions are provided in Attachment D. No retainer required.

DESIGN PROFESSIONAL.	CLIENT.	
Joseph A. Cimino P.E., Vice President (Printed Name/Title)	(Printed Name/Title)	
07/11/2025 (/Signature) (Date)	(Signature)	(Date)
WRA, LLC		
(Name of DESIGN PROFESSIONAL)	(Name of CLIENT)	



#### ATTACHMENT A - SCOPE OF SERVICES

PTC – Double Branch Parkway

#### TASK A – CONCEPTUAL SITE PLANNING & COORDINATION

WRA will coordinate with the CLIENT and other consultants as needed to develop a permittable and constructible roadway alignment complete with allowable access connections, conceptual stormwater management design, and other engineering and planning considerations.

#### TASK B - ENGINEERING DESIGN AND CONSTRUCTION PLAN PREPARATION

WRA will perform engineering design and construction plan development for the following components of the project:

- 1. Horizontal control, signage and striping design
- 2. Roadway and parking design including pavement section and vertical profile alignment
- 3. Stormwater system including review and design of storm sewer
- 4. Detailed grading and surface drainage design
- 5. Potable water and fire distribution and connection design
- 6. Sanitary sewer distribution and connection design (Including a private pump station)
- 7. Reclaimed water connection design if available
- 8. Stormwater Pollution Prevention Plan (SWPPP)
- 9. Code compliant landscape plan coordination (Design by Others)
- 10. Construction details for the above referenced components
- 11. General construction notes and specifications

#### TASK C – LANDSCAPE AND HARDSCAPE COORDINATION

WRA will coordinate with CLIENT'S landscape and hardscape designer throughout the planning and design process to assist with code compliance and interconnection to water, sewer, reclaimed, storm and grade elevations.

#### TASK D - PASCO COUNTY PRELIMINARY PLAN AND SITE CONSTRUCTION PERMIT

WRA will prepare submittal applications and associated documentation, and coordinate with regulatory staff through review comments and resubmittals as necessary to obtain a Pasco County Site Construction Permit simultaneous with a Pasco County Preliminary Plan.

#### TASK E – SWFWMD ENVIRONMENTAL RESOURCE PERMIT

WRA will prepare submittal applications and associated documentation, and coordinate with regulatory staff through review comments and resubmittals as necessary to obtain a SWFWMD ERP.



#### TASK F - FDEP AND PASCO COUNTY UTILITY PERMITS

WRA will prepare submittal applications and associated documentation, and coordinate with Pasco County Utility staff as necessary to obtain FDEP water, sewer and reclaimed Connection Permits. This includes design and permitting of new Pump Station.

#### TASK G - FDEP NPDES NOTICE OF INTENT

WRA will prepare a Notice of Intent for Storm Water Discharges under the NPDES General Permit" application package, including erosion and sediment control plan and submit to FDEP prior to commencement of construction.

#### TASK H - CONSTRUCTION SUPPORT SERVICES

WRA will provide the following support services during construction to assist the contractor and CLIENT, and to ensure that the work is in substantial conformance with the permitted construction plans for the purpose of completion certification and agency acceptance. Specific tasks include the following:

- 1. Bid package compilation and support, including pre bid meeting coordination, bid RFI responses and assistance with contractor pricing analysis upon request by the cleint.
- 2. Schedule and attend a preconstruction meeting if requested with Client's contractor, Agency inspection personnel, and appropriate private utility representatives.
- 3. Respond to contractor RFI's as necessary.
- 4. Review Shop Drawings (SD) subsequent to an antecedent review and approval by the site contractor.
- 5. Coordinate and observe performance tests as required by inspecting agencies.
- 6. WRA will visit the site at a minimum once per month to assure conformance with plans and coordinate with site contractor.
- 7. WRA will review contractors pay applications if requested by CLIENT.
- 8. Subsequent to the site contractor's completion of work in substantial compliance with the construction plans, WRA will schedule and attend final inspection of the project.
- 9. Provide certifications, record drawings, etc. to the applicable governmental regulatory agencies as required for project acceptance.
- 10. WRA will prepare Record drawings for agency review based on field survey provided by a licensed surveyor contracted either by the contractor or CLIENT.

#### ITEMS TO BE PROVIDED BY THE CLIENT

- 1. Boundary, topo, tree and utility surveys (in electronic CAD format)
- 2. Geotechnical report
- 3. Permit review fees and Impact Fees
- 4. Title documents and other proof of ownership and/or interest



#### SERVICES NOT INCLUDED IN THIS CONTRACT

Services not specifically identified in the above Scope of Services and performed at CLIENT's request will be considered additional services. If any of the following services are required, WRA will either provide these services in accordance with the hourly rate schedule provided in Attachment B, or, if requested, will prepare a separate proposal for the work. Examples of services that are not included in the scope of this contract include, but are not limited to the following:

- Design and permitting for the intersection connections to SR52 and Setter Palm Road. It is assumed those intersection improvements are being designed and coordinated by Lincks and Associates WRA will ensure the roadway deign connects the Lincks Plans appropriately.
- 2. Platting
- 3. Geotechnical engineering and testing services
- 4. Dry utility design/permitting (electric, communications, gas, etc.)
- 5. Surveying services
- 6. Hardscape Design
- 7. Irrigation Design
- 8. Permitting Fees
- 9. Traffic studies and Access Management Applications
- 10. Phase 1 and Phase 2 environmental services
- 11. Any other items not specifically described in this proposal



#### ATTACHMENT B - COST SUMMARY

PTC - Double Branch Parkway

TASK A. Conceptual Site Planning and Coordination	\$3,750
TASK B. Engineering Design and Construction Plan Preparation	\$48,000
TASK C. Landscape and Hardscape Coordination	\$3,500
TASK D. Pasco County Preliminary Plan and Construction Permit	\$12,750
TASK E. SWFWMD Environmental Resource Permit	\$4,500
TASK F. FDEP and Pasco County Utility Permits	\$7,000
TASH G. FDEP NPDES Notice of Intent	\$750
TASK H. Construction Support Services	\$32,500
TOTAL LUMP SUM FEES	<u>\$112,750</u>

#### NOTES:

- (1) Services not specifically identified in the above Scope of Services that are performed at Client's request will be considered additional services. WRA will perform additional services either in accordance with the hourly rate schedule provided in Attachment C, or, if requested, will prepare a separate proposal for the work.
- (2) Reimbursables are not included in the above lump sum fees and will invoice monthly in accordance with "Other Direct Charges" in Attachment C.



#### ATTACHMENT C 2025 FEE SCHEDULE

Charges for work performed by **WRA** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

#### PROFESSIONAL SERVICES RATES (per hour)

	,	
Engineering	Principal	\$250.00
	Senior Professional Engineer	\$195.00
	Senior Construction Engineer	\$195.00
	Project Manager	\$180.00
	Senior Facilitator	\$170.00
	Professional Engineer	\$175.00
	Construction Engineer	\$165.00
	Civil Engineer	\$150.00
Environmental	Environmental Manager	\$200.00
	Senior Environmental Scientist	\$150.00
	Staff Environmental Scientist	\$125.00
	Environmental Scientist	\$100.00
	Environmental Field Technician	\$75.00
GIS	Senior GIS Analyst	\$150.00
	GIS Analyst	\$125.00
Design and Planning	Sr. Landscape Architect	\$180.00
	Senior Planner	\$180.00
	Landscape Architect/Designer	\$140.00
	CADD Designer	\$120.00
	Technician	\$85.00
Survey	Professional Surveyor	\$190.00
	Survey Crew (2 person)	\$165.00
	Survey CADD Technician	\$135.00
Administrative	Permit Coordinator	\$100.00
	Administrative Assistant	\$80.00

#### **OTHER DIRECT CHARGES**

Copying (B/W Prints)	\$0.25 per page
Copying (Color Prints)	\$0.50 per page
Drawings (B/W & Color Prints)	\$3.50 per sheet
Mylars	\$10.00 per sheet
Mileage	\$0.67 per mile
Postage/Courier/Overnight Delivery	Actual Cost + 15%
Subcontractors	Actual Cost + 15%



# PTC COMMUNITY DEVELOPMENT DISTRICT

# RATIFICATION ITEMS EII

#### **Work Authorization #2**

PTC Community Development District Pasco County, Florida

Subject: Work Authorization Number 2

**PTC Community Development District** 

Dear Chairperson, Board of Supervisors:

Water Resource Associates, LLC ("Engineer") is pleased to submit this work authorization to provide engineering services for PTC Community Development District (the "District"). We will provide these services pursuant to our current agreement dated July 24, 2025 ("Engineering Agreement") as follows:

#### I. Scope of Work

The District will engage Engineer for engineering, design, permitting and construction support for a 750 LF +/- roadway from McKendree Road to Double Branch Parkway, as described in **Exhibit A** attached hereto.

#### II. Fees

The District will compensate Engineer in a lump sum amount of \$71,750, as described in **Exhibit A**. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer 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	Sincerely,
PTC Community Development District By:	Water Resource Associates, LLC By:
Authorized Representative	Authorized Representative
Date: 8/11/2025	Date: 07/29/2025

#### Exhibit A

[Attached beginning at following page]



#### MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Between

**WRA** and PTC Community Development (CDD) Proposal #25-141 July 11, 2025

#### **DESIGN PROFESSIONAL:**

Water Resource Associates, LLC (WRA) 12363 Hampton Park Blvd Tampa, FL 33624

#### **CLIENT:**

PTC CDD 2300 Glades Road, Suite 410W Boca Raton, FL 33431

#### **Project Name/Description:**

**Pasco TC – Boardwalk Way**: This proposal includes engineering, design, permitting and construction support for a 750 LF +/- roadway from McKendree Road to Double Branch Parkway located within the Double Branch Master Planned Community in Pasco County. Specific tasks are included in Attachment A.

#### Scope/Intent and Extent of Services:

See Attachment A

#### **Fee Arrangement:**

Lump sum **\$71,750** as itemized in Attachment B, plus reimbursables as described in "Other Direct Charges" in Attachment C. Terms and conditions are provided in Attachment D. No retainer required.

DESIGN PROFESSIONAL:	CLIENT:	
Joseph A. Cimino P.E., Vice President		
(Printed Name/Title)	(Printed Name/Title)	
07/11/2025		
(/Signature) (Date)	(Signature)	(Date)
WRA, LLC		
(Name of DESIGN PROFESSIONAL)	(Name of CLIENT)	



#### ATTACHMENT A - SCOPE OF SERVICES

PTC - Boardwalk Way

#### TASK A – CONCEPTUAL SITE PLANNING & COORDINATION

WRA will coordinate with the CLIENT and other consultants as needed to develop a permittable and constructible roadway alignment complete with allowable access connections, conceptual stormwater management design, and other engineering and planning considerations.

#### TASK B - ENGINEERING DESIGN AND CONSTRUCTION PLAN PREPARATION

WRA will perform engineering design and construction plan development for the following components of the project:

- 1. Horizontal control, signage and striping design
- 2. Roadway and parking design including pavement section and vertical profile alignment
- 3. Stormwater system including review and design of storm sewer
- 4. Detailed grading and surface drainage design
- 5. Potable water and fire distribution and connection design
- 6. Sanitary sewer distribution and connection design (Including a private pump station)
- 7. Reclaimed water connection design if available
- 8. Stormwater Pollution Prevention Plan (SWPPP)
- 9. Code compliant landscape plan coordination (Design by Others)
- 10. Construction details for the above referenced components
- 11. General construction notes and specifications

#### TASK C – LANDSCAPE AND HARDSCAPE COORDINATION

WRA will coordinate with CLIENT'S landscape and hardscape designer throughout the planning and design process to assist with code compliance and interconnection to water, sewer, reclaimed, storm and grade elevations.

#### TASK D - PASCO COUNTY PRELIMINARY PLAN AND SITE CONSTRUCTION PERMIT

WRA will prepare submittal applications and associated documentation, and coordinate with regulatory staff through review comments and resubmittals as necessary to obtain a Pasco County Site Construction Permit simultaneous with a Pasco County Preliminary Plan.

#### TASK E – SWFWMD ENVIRONMENTAL RESOURCE PERMIT

WRA will prepare submittal applications and associated documentation, and coordinate with regulatory staff through review comments and resubmittals as necessary to obtain a SWFWMD ERP.



## TASK F - FDEP AND PASCO COUNTY UTILITY PERMITS

WRA will prepare submittal applications and associated documentation, and coordinate with Pasco County Utility staff as necessary to obtain FDEP water, sewer and reclaimed Connection Permits. This includes design and permitting of new Pump Station.

## TASK G – FDEP NPDES NOTICE OF INTENT

WRA will prepare a Notice of Intent for Storm Water Discharges under the NPDES General Permit" application package, including erosion and sediment control plan and submit to FDEP prior to commencement of construction.

## TASK H – CONSTRUCTION SUPPORT SERVICES

WRA will provide the following support services during construction to assist the contractor and CLIENT, and to ensure that the work is in substantial conformance with the permitted construction plans for the purpose of completion certification and agency acceptance. The lump sum fee associated with this Task covers up to the first building CO. Any additional construction support will be billed as Time and Materials in accordance with Attachment C. Specific tasks include the following:

- 1. Bid package compilation and support, including pre bid meeting coordination, bid RFI responses and assistance with contractor pricing analysis upon request by the cleint.
- 2. Schedule and attend a preconstruction meeting if requested with Client's contractor, Agency inspection personnel, and appropriate private utility representatives.
- 3. Respond to contractor RFI's as necessary.
- 4. Review Shop Drawings (SD) subsequent to an antecedent review and approval by the site contractor.
- 5. Coordinate and observe performance tests as required by inspecting agencies.
- 6. WRA will visit the site at a minimum once per month to assure conformance with plans and coordinate with site contractor.
- 7. WRA will review contractors pay applications if requested by CLIENT.
- 8. Subsequent to the site contractor's completion of work in substantial compliance with the construction plans, WRA will schedule and attend final inspection of the project.
- 9. Provide certifications, record drawings, etc. to the applicable governmental regulatory agencies as required for project acceptance.
- 10. WRA will prepare Record drawings for agency review based on field survey provided by a licensed surveyor contracted either by the contractor or CLIENT.

## ITEMS TO BE PROVIDED BY THE CLIENT

- 1. Boundary, topo, tree and utility surveys (in electronic CAD format)
- 2. Geotechnical report
- 3. Permit review fees and Impact Fees
- 4. Title documents and other proof of ownership and/or interest



## SERVICES NOT INCLUDED IN THIS CONTRACT

Services not specifically identified in the above Scope of Services and performed at CLIENT's request will be considered additional services. If any of the following services are required, WRA will either provide these services in accordance with the hourly rate schedule provided in Attachment B, or, if requested, will prepare a separate proposal for the work. Examples of services that are not included in the scope of this contract include, but are not limited to the following:

- 1. Platting
- 2. Geotechnical engineering and testing services
- 3. Dry utility design/permitting (electric, communications, gas, etc.)
- 4. Surveying services
- 5. Hardscape Design
- 6. Irrigation Design
- 7. Permitting Fees
- 8. Traffic studies and Access Management Applications
- 9. Phase 1 and Phase 2 environmental services
- 10. Any other items not specifically described in this proposal



## ATTACHMENT B - COST SUMMARY

PC – Boardwalk Way

TASK A. Conceptual Site Planning and Coordination	\$3,750
TASK B. Engineering Design and Construction Plan Preparation	\$19,750
TASK C. Landscape and Hardscape Coordination	\$2,750
TASK D. Pasco County Preliminary Plan and Construction Permit	\$10,000
TASK E. SWFWMD Environmental Resource Permit	\$3,500
TASK F. FDEP & Pasco Utility Permits	\$6,500
TASK G. FDEP NPDES Notice of Intent	\$500
TASK H. Construction Support Services	\$25,000
TOTAL LUMP SUM FEES	<u>\$71,750</u>

## NOTES:

- (1) Services not specifically identified in the above Scope of Services that are performed at Client's request will be considered additional services. WRA will perform additional services either in accordance with the hourly rate schedule provided in Attachment C, or, if requested, will prepare a separate proposal for the work.
- (2) Reimbursables are not included in the above lump sum fees and will invoice monthly in accordance with "Other Direct Charges" in Attachment C.



## ATTACHMENT C 2025 FEE SCHEDULE

Charges for work performed by **WRA** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

## PROFESSIONAL SERVICES RATES (per hour)

	\(\frac{1}{2}\)	
Engineering	Principal	\$250.00
	Senior Professional Engineer	\$195.00
	Senior Construction Engineer	\$195.00
	Project Manager	\$180.00
	Senior Facilitator	\$170.00
	Professional Engineer	\$175.00
	Construction Engineer	\$165.00
	Civil Engineer	\$150.00
Environmental	Environmental Manager	\$200.00
	Senior Environmental Scientist	\$150.00
	Staff Environmental Scientist	\$125.00
	Environmental Scientist	\$100.00
	Environmental Field Technician	\$75.00
GIS	Senior GIS Analyst	\$150.00
	GIS Analyst	\$125.00
Design and Planning	Sr. Landscape Architect	\$180.00
	Senior Planner	\$180.00
	Landscape Architect/Designer	\$140.00
	CADD Designer	\$120.00
	Technician	\$85.00
Survey	Professional Surveyor	\$190.00
	Survey Crew (2 person)	\$165.00
	Survey CADD Technician	\$135.00
Administrative	Permit Coordinator	\$100.00
	Administrative Assistant	\$80.00

## **OTHER DIRECT CHARGES**

Copying (B/W Prints)	\$0.25 per page
Copying (Color Prints)	\$0.50 per page
Drawings (B/W & Color Prints)	\$3.50 per sheet
Mylars	\$10.00 per sheet
Mileage	\$0.67 per mile
Postage/Courier/Overnight Delivery	Actual Cost + 15%
Subcontractors	Actual Cost + 15%



# PTC COMMUNITY DEVELOPMENT DISTRICT

# RATIFICATION ITEMS F

### CONTINUING PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 31 day of July 2025, 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 (the "District"); and

**FLORIDA DESIGN CONSULTANTS, INC.**, a Florida corporation, with a mailing address of 17907 Aprile Drive, Suite 150, Land O' Lakes, Florida 34638 (the "Engineer").

## **RECITALS**

WHEREAS, the District is a local unit of special purpose government established 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; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, the Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ("Board") determined the Engineer as one of the most qualified firms to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ the Engineer to perform engineering services, including but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, upon authorization, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

**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. SCOPE OF SERVICES.

- a. Engineer will provide general engineering services, including the following, subject to work authorizations with hourly or not to exceed amounts preauthorized by the Board in writing:
  - i. Preparation of any necessary reports and attendance at meetings of the Board, only as requested in writing.
  - ii. Providing professional engineering services as authorized by the Board through written work authorizations, which may include review of documents under the District's Trust Indentures and monitoring and contract administration associated with District projects, as well as performance of other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
  - iii. Any other items requested by the Board.
- b. Engineer will, when authorized by the Board by written work authorization, provide general services related to construction of any District projects and will provide such recommendations for such services as deemed appropriate in his or her professional experience, including, but not limited to:
  - i. Periodic visits to the site, part-time or full-time construction management of District projects, as may be recommended by Engineer and authorized by the District.
  - ii. Processing of contractor's pay estimates.
  - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, direct purchase orders, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
  - iv. Final inspection and requested certificates for construction including the final certificate of construction.
  - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer will render such services as authorized by the Board.
- d. For authorized engineering services provided pursuant to this Agreement that require geotechnical engineering services, Engineer agrees to utilize the District's geotechnical engineer for such services at no additional markup or fee to the District.
- **2. 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 will 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 will, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- c. It will 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.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.
- 3. METHOD OF AUTHORIZATION. Each service or project will be authorized in writing by the District. Engineer will request such work authorizations in their professional capacity as Engineer when it is deemed desirable or necessary and the District is relying on Engineer to make such recommendations when Engineer deems professional engineering services appropriate for the facts and circumstances of any project. The written authorization will be incorporated in a work authorization which will include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project bring authorized, in substantially the form attached hereto as **Exhibit A** ("Work Authorization"). Authorization of services or projects under the contract will be the sole option of the District but with advice and recommendations by Engineer.
- **4. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement will be stipulated in each Work Authorization. One of the following methods will be utilized:
  - a. Lump Sum Amount The District and Engineer will mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District will require Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the completion of the work contemplated by the lump sum Work Authorization.

- b. Hourly Personnel Rates For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.
- **5. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:
  - a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over an authorized project. All expenditures will be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
  - b. Expense of reproduction, postage and handling of drawings and specifications.
- **6. TERM OF CONTRACT.** It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.
- 7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis with no markup.
- 8. BOOKS AND RECORDS. Engineer will maintain comprehensive books and records relating to any services performed under this Agreement, which will 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, will have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

## 9. 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") will be and remain the sole and exclusive property of the District when developed and will be considered work for hire. Engineer hereby irrevocably assigns, transfers, and conveys to the District all rights, title, and interest in and to such Work Product, including all intellectual property rights therein.
- b. Engineer will 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 will deliver all such Work Product whether complete or not. The District will have all rights to use any and all Work Product. Engineer will 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 will 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 will 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. 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.
- 10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder will be kept on a basis of generally accepted accounting principles and will be available to the District or its authorized representative for observation or audit at mutually agreeable times.
- 11. 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*.
- 12. INSURANCE. Engineer will, 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 \$1,000,000/\$2,000,000
(including Contractual)

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

\$3,000,000

Engineer shall provide evidence of such continued coverage annually and upon request of the District. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Engineer will, 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 will be named as additional insured parties on a primary and non-contributory basis, 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 will be provided. Engineer will furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate will be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, will not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage will 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 will pay the cost for that required insurance plus a 15% administrative fee and will furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. Additionally, the District may immediately terminate this Agreement or suspend services until proper insurance is obtained.

- 13. 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.
- 14. AUDIT. Engineer agrees that the District or any of its duly authorized representatives will, until the expiration of four years after expenditure of funds under this Agreement or such longer period as required by law, have access to and the right to examine, audit, and copy any books, documents, papers, electronic data, and records of Engineer involving transactions related to the Agreement. Engineer agrees that payment made under the Agreement will 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 will 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.

- 15. 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 that 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 Three Million Dollars (\$3,000,000) and Engineer will 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.
- 16. 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, PROVIDED THAT THE REQUIREMENTS OF SECTION 558.0035 ARE FULLY SATISFIED AND MAINTAINED THROUGHOUT THE TERM OF THIS AGREEMENT.
- 17. SOVEREIGN IMMUNITY. Engineer agrees and covenants that nothing in this Agreement will 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.
- 18. 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 will 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 will 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.

- 19. EMPLOYMENT VERIFICATION. Engineer agrees that it will 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.
- **20. E-VERIFY.** Engineer will comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer will 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 will 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 will 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*, will 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(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

- 21. CONFLICTS OF INTEREST. Engineer will bear the responsibility for acting in the District's best interests, will avoid any conflicts of interest and will abide by all applicable ethical canons and professional standards relating to conflicts of interest.
- 22. 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 in the District's sole and absolute discretion. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer will be deemed to have made all of the representations and warranties of Engineer set forth herein and will be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer will obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer will be responsible for all acts or omissions of any subcontractors.
- 23. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer will serve as an independent contractor of the District. Neither 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 will not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer will 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.
- **24. ASSIGNMENT.** Neither the District nor Engineer will assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other, which consent may be withheld by the District in its sole discretion. Any attempted assignment without such consent shall be void. Nothing in this paragraph will prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.
- **25. THIRD PARTIES.** Nothing in the Agreement will inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.
- 26. CONTROLLING LAW. Engineer and the District agree that this Agreement will be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement will be in the State Courts located in Pasco County, Florida.
- 27. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or 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 will 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, Engineer will 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.

- 28. 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 will be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.
- **29. 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.
- **30. AGREEMENT.** This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement will be construed as if both parties jointly prepared it, and no presumption against one party or the other will govern the interpretation or construction of any of the provisions of this Agreement.
- 31. 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 and Associates, LLC

2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager suitk@whhassociates.com

With a copy to: Kilinski | Van Wyk PLLC

517 E. College Avenue Tallahassee, Florida 32301 Attn: District Counsel jennifer@cddlawyers.com

**B. If to Engineer:** Florida Design Consultants, Inc.

17907 Aprile Drive, Suite 150 Land O' Lakes, Florida 34638 Attn: Edwin Rogers, P.E. erogers@fldesign.com

Except as otherwise provided in this Agreement, any Notice will 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, will 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 will be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government will 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 will be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

- **32.** 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 will constitute but one and the same instrument constituting this Agreement.
- **33.** ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and Engineer in the spaces provided below.
- **34. ANTI-HUMAN TRAFFICKING.** Engineer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Engineer agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Engineer refuses to sign said affidavit, the District may terminate this Agreement immediately.

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

Its: President

PTC COMMUNITY	<b>DEVELOPMENT</b>
DISTRICT	

Chairperson, Vice Chairperson,
Board of Supervisors

ELORIDA, DESIGN CONSULTANTS, INC.

EL Royurs

ADE 1987/1758944CE...

By: Ed Rogers

**Exhibit A:** Form of Work Authorization

**Exhibit B:** Hourly Fee Schedule

## EXHIBIT A Form of Work Authorization

PTC Community Development District Pasco County, Florida

documented direct costs which include items such as printing, drawings, travel, deliveries, et cet pursuant to the Agreement.] OR [will compensate Engineer in a flat fee amount of \$	i asco County,	Fiorida	
Florida Design Consultants, Inc. ("Engineer") is pleased to submit this work authorization provide engineering services for PTC Community Development District (the "District"). We will prove these services pursuant to our current agreement dated, 2025 ("Engineer Agreement") as follows:  I. Scope of Work  The District will engage Engineer to: [description of scope of work; or attach scope exhibit]  II. Fees  The District will [compensate Engineer pursuant to the hourly rate schedule contained in Engineering Agreement, not to exceed \$ The District will reimburse Engineer all reasonable documented direct costs which include items such as printing, drawings, travel, deliveries, et cet pursuant to the Agreement.] OR [will compensate Engineer in a flat fee amount of \$, include of all effort, expenses, and costs to complete the work described herein].  This proposal, together with the Engineering Agreement, represents the entire understand between the District and Engineer with regard to the referenced work authorization. If you wish to accume the District and Engineer with regard to the referenced work authorization. Schedule our services.  APPROVED AND ACCEPTED  Sincerely,  PTC  Community Development District  Florida Design Consultants, Inc.  By:	Subject:		trict
provide engineering services for PTC Community Development District (the "District"). We will provide services pursuant to our current agreement dated, 2025 ("Engineer Agreement") as follows:  I. Scope of Work  The District will engage Engineer to: [description of scope of work; or attach scope exhibit]  II. Fees  The District will [compensate Engineer pursuant to the hourly rate schedule contained in Engineering Agreement, not to exceed \$ The District will reimburse Engineer all reasonable documented direct costs which include items such as printing, drawings, travel, deliveries, et cet pursuant to the Agreement.] OR [will compensate Engineer in a flat fee amount of \$, inclusof all effort, expenses, and costs to complete the work described herein].  This proposal, together with the Engineering Agreement, represents the entire understand between the District and Engineer with regard to the referenced work authorization. If you wish to act this work authorization, please return an executed copy to our office. Upon receipt, we will prom schedule our services.  APPROVED AND ACCEPTED  Sincerely,  PTC  Community Development District  Florida Design Consultants, Inc.  By:	Dear Chairpers	on, Board of Supervisors:	
The District will engage Engineer to: [description of scope of work; or attach scope exhibit]  II. Fees  The District will [compensate Engineer pursuant to the hourly rate schedule contained in Engineering Agreement, not to exceed \$ The District will reimburse Engineer all reasonable documented direct costs which include items such as printing, drawings, travel, deliveries, et cet pursuant to the Agreement.] OR [will compensate Engineer in a flat fee amount of \$, inclusof all effort, expenses, and costs to complete the work described herein].  This proposal, together with the Engineering Agreement, represents the entire understand between the District and Engineer with regard to the referenced work authorization. If you wish to act this work authorization, please return an executed copy to our office. Upon receipt, we will prom schedule our services.  APPROVED AND ACCEPTED  Sincerely,  PTC  Community Development District  Florida Design Consultants, Inc.  By:	provide engined these services	ering services for PTC Community De pursuant to our current agreement	velopment District (the "District"). We will provide
The District will [compensate Engineer pursuant to the hourly rate schedule contained in Engineering Agreement, not to exceed \$ The District will reimburse Engineer all reasonable documented direct costs which include items such as printing, drawings, travel, deliveries, et cet pursuant to the Agreement.] OR [will compensate Engineer in a flat fee amount of \$, inclusof all effort, expenses, and costs to complete the work described herein].  This proposal, together with the Engineering Agreement, represents the entire understand between the District and Engineer with regard to the referenced work authorization. If you wish to act this work authorization, please return an executed copy to our office. Upon receipt, we will promischedule our services.  APPROVED AND ACCEPTED  Sincerely,  PTC  Community Development District  Florida Design Consultants, Inc.  By:	I.	Scope of Work	
The District will [compensate Engineer pursuant to the hourly rate schedule contained in Engineering Agreement, not to exceed \$ The District will reimburse Engineer all reasonable documented direct costs which include items such as printing, drawings, travel, deliveries, et cet pursuant to the Agreement.] OR [will compensate Engineer in a flat fee amount of \$, inclusof all effort, expenses, and costs to complete the work described herein].  This proposal, together with the Engineering Agreement, represents the entire understand between the District and Engineer with regard to the referenced work authorization. If you wish to act this work authorization, please return an executed copy to our office. Upon receipt, we will promischedule our services.  APPROVED AND ACCEPTED  Sincerely,  PTC  Community Development District  Florida Design Consultants, Inc.  By:  By:	The Di	strict will engage Engineer to: [descrip	tion of scope of work; or attach scope exhibit]
Engineering Agreement, not to exceed \$ The District will reimburse Engineer all reasonable documented direct costs which include items such as printing, drawings, travel, deliveries, et cet pursuant to the Agreement.] OR [will compensate Engineer in a flat fee amount of \$, inclusor all effort, expenses, and costs to complete the work described herein].  This proposal, together with the Engineering Agreement, represents the entire understand between the District and Engineer 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 promischedule our services.  APPROVED AND ACCEPTED  Sincerely,  PTC  Community Development District  Florida Design Consultants, Inc.  By:	II.	Fees	
PTC Community Development District  By:  By:  By:	Engineering Ag documented di pursuant to the of all effort, exp This probetween the Di- this work author	greement, not to exceed \$ The rect costs which include items such Agreement.] OR [will compensate Eng penses, and costs to complete the work roposal, together with the Engineerin strict and Engineer with regard to the provization, please return an executed content.	e District will reimburse Engineer all reasonable and as printing, drawings, travel, deliveries, et cetera, ineer in a flat fee amount of \$
Community Development District Florida Design Consultants, Inc.  By:  By:	APPROVED .	AND ACCEPTED	Sincerely,
By: By: Authorized Representative Authorized Representative		Development District	Florida Design Consultants, Inc.
	By:Authorize	ed Representative	By:Authorized Representative
Date: Date:	Date:		Date:

## EXHIBIT B Hourly Fee Schedule



## **PROJECT HOURLY RATES**

CLASSIFICATION	BILLABLE RATE
Principal	\$295.00
V.P. of Engineering	\$265.00
Sr. Project Manager	\$220.00
Project Manager 2	\$190.00
Project Manager 1	\$165.00
Sr. Project Engineer	\$185.00
Project Engineer 2	\$165.00
Project Engineer 1	\$150.00
Graduate Engineer	\$115.00
Engineering Technician	\$75.00
Sr. Field Representative	\$130.00
Field Representative 2	\$115.00
Field Representative 1	\$100.00
Sr. Designer	\$135.00
Designer 2	\$120.00
Designer 1	\$105.00
Sr. GIS Technician	\$140.00
GIS Technician 2	\$120.00
GIS Technician 1	\$105.00
V.P. of Planning	\$265.00
Sr. Planner	\$185.00
Planner 2	\$155.00
Planner 1	\$120.00
V.P. of Landscape Architecture	\$265.00
Sr. Landscape Architect	\$185.00
Landscape Architect 2	\$155.00
Landscape Architect 1	\$120.00
Development Strategist	\$260.00
V.P. of Surveying	\$265.00
Survey Project Manager	\$175.00
Project Surveyor	\$135.00
Survey Technician	\$110.00
Specialty Surveyor (Drone, 3D Scan Services)	\$175.00
Field Crew Supervisor	\$140.00
Field Crew – 4 Person	\$225.00
Field Crew – 3 Person	\$190.00
Field Crew – 2 Person	\$160.00
Field Crew – 1 Person	\$130.00
Clerical	\$75.00

## **EXPERT WITNESS HOURLY RATES**

CLASSIFICATION	BILLABLE RATE
Engineer	\$360.00
Surveyor	\$360.00
Landscape Architect	\$360.00
Planner	\$360.00

<sup>\*\*</sup> Rates in effect through 12/31/2025 \*\*

# PTC COMMUNITY DEVELOPMENT DISTRICT

# UNAUDITED FINANCIAL STATEMENTS

PTC
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2025

## PTC COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS JULY 31, 2025

ASSETS	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
Cash	\$ 1,190	\$ -	\$ -	\$ -	\$ -	\$ 1,190
Investments	Ψ 1,190	Ψ -	Ψ -	Ψ -	Ψ -	ψ 1,190
Revenue		49,520	349,908			399,428
Reserve - encumbered	_	1,599,759	2,579,810		_	4,179,569
Reserve - available	_	860,566	1,203,917		_	2,064,483
Prepayment	_	30.629	8.625	_	-	39,254
Capitalized interest - encumbered	-	891,747	1,335,352	-	-	2,227,099
Capitalized interest - encumbered  Capitalized interest - available	-	,	248,029	-	-	478,983
Capitalized interest - available  Construction - available	-	230,954	240,029	1,945,860	3,659,164	5,605,024
Cost of issuance	-	9,728		1,945,000	3,039,104	, ,
•	-	9,728	18,447	4 450	6.605	28,175
Retainage	- 45 557	-	-	4,459	6,605	11,064
Due from Landowner	45,557	-	-	-	-	45,557
Utility deposit	37,192	<u>+0.070.000</u>	<u>+ 5 744 000</u>			37,192
Total assets	\$ 83,939	\$3,672,903	\$ 5,744,088	\$ 1,950,319	\$ 3,665,769	\$15,117,018
LIABILITIES AND FUND BALANCES Liabilities:						
Accounts payable	\$ 40,472	\$ -	\$ -	\$ -	\$ -	\$ 40,472
Contracts payable	· · · ·	· <u>-</u>	_	2,104	· _	2.104
Retainage payable	-	_	_	145,707	191,662	337,369
Tax payable	153	_	_	-	-	153
Landowner advance	6,000	_	_	_	_	6,000
Total liabilities	46,625			147,811	191,662	386,098
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	45,557	_	_	_	_	45,557
Total deferred inflows of resources	45.557					45,557
Fund balances: Restricted for:						
Debt service	-	3,672,903	5,744,088	-	-	9,416,991
Capital projects	-	-	-	1,802,508	3,474,107	5,276,615
Unassigned	(8,243)	-	-	-	-	(8,243)
Total fund balances	(8,243)	3,672,903	5,744,088	1,802,508	3,474,107	14,685,363
Total liabilities, deferred inflows of resources						
and fund balances	\$ 83,939	\$3,672,903	\$ 5.744.088	\$ 1.950.319	\$ 3.665.769	\$15,117,018
	<del>+ 55,550</del>	+5,5.2,550		+ 1,000,010		+ , ,

## PTC COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

## STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED JULY 31, 2025

[

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 117,040	\$316,903	37%
Total revenues		117,040	316,903	37%
EXPENDITURES				
Professional & administrative				
Supervisors	1,076	3,875	6,459	60%
Management/admin/recording	4,000	40,000	48,000	83%
Legal	-	13,940	25,000	56%
Engineering	922	1,425	2,000	71%
Audit	-	-	5,000	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	625	6,250	7,500	83%
Trustee - 1st series	-	-	5,500	0%
DSF accounting - 1st series	458	4,583	5,500	83%
Telephone	17	167	200	84%
Postage	69	323	500	65%
Printing & binding	42	417	500	83%
Legal advertising	206	479	1,700	28%
Annual special district fee	-	-	175	0%
Insurance	-	5,408	5,800	93%
Contingencies/bank charges	474	1,133	500	227%
Website		,		
Hosting & maintenance	-	705	705	100%
ADA compliance	_	_	210	0%
Total professional & administrative	7,889	78,705	115,749	68%
Field Operations				
Management	-	-	4,500	0%
Landscape Maint.				
Maintenance contract	10,982	65,892	100,000	66%
Plant replacement	· -	· -	2,500	0%
Annuals	-	-	2,000	0%
Mulch	-	-	4,000	0%
Irrigation repairs	_	_	1,500	0%
Aquatic maintenance:			,	
Maintenance contract	1,700	11,900	36,000	33%
Lake/pond bank maintenance	-	-	2,500	0%
Wetland mitigation buffer maintenance	_	_	5,000	0%
Utility:			0,000	• 70
Reclaimed domestic irrigation	_	_	7,800	0%
Electric service	1,384	4,516	4,200	108%
Connection Fee	-	65	1,200	. 30 / 3
Street lights - collector roads	<u>-</u>	-	12,434	0%
Sidewalk repairs and maintenance	- -	-	500	0% 2

## PTC COMMUNITY DEVELOPMENT DISTRICT

## **GENERAL FUND**

## STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED JULY 31, 2025

	Current Month	Year to Date	Budget	% of Budget
Street sign repair & replacement	_		1,200	0%
Telephone fax & internet	-	-	1,020	0%
Wildlife management services	-	-	2,500	0%
Dog waste station suplies & service	-	-	2,250	0%
Power washing	-	-	1,250	0%
Miscellanous	-	-	10,000	0%
Total field operations	14,066	82,373	201,154	41%
Other fees & charges				
Property appraiser/tax collector	-	150	-	N/A
Total other fees & charges		150		N/A
Total expenditures	21,955	161,228	316,903	51%
Excess/(deficiency) of revenues				
over/(under) expenditures	(21,955)	(44,188)	-	
Fund balances - beginning	13,712	35,945	_	
Fund balances - ending	\$ (8,243)	\$ (8,243)	\$ -	

PTC
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023A
FOR THE PERIOD ENDED JULY 31, 2025

	Current Month	Year To Date	Budget	% of Budget	
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ 194,842	0%	
Interest	12,360	112,527	-	N/A	
Unrealized gain/(loss)		47,470			
Total revenues	12,360	159,997	194,842	82%	
EXPENDITURES					
Debt service					
Prepayment	-	60,000			
Interest	-	2,099,500	2,101,450	100%	
Total debt service		2,159,500	2,101,450	103%	
Excess/(deficiency) of revenues					
over/(under) expenditures	12,360	(1,999,503)	(1,906,608)	105%	
Fund balances - beginning	3,660,543	5,672,406	6,422,860		
Fund balances - ending	\$ 3,672,903	\$ 3,672,903	\$ 4,516,252		

PTC
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023B
FOR THE PERIOD ENDED JULY 31, 2025

	Current Month		Year To Date		Budget		% of Budget	
REVENUES	<u> </u>							
Assessment levy: off-roll	\$	-	\$	-	\$	262,926	0%	
Interest		19,333		171,919		-	N/A	
Unrealized gain/(loss)		-		88,880		-	N/A	
Total revenues		19,333		260,799		262,926	99%	
EXPENDITURES								
Debt service								
Prepayment		-		2,225,000				
Interest		-		2,943,594	;	3,013,125	98%	
Total debt service		-		5,168,594		3,013,125	172%	
Excess/(deficiency) of revenues								
over/(under) expenditures		19,333		(4,907,795)	(2	2,750,199)	178%	
Fund balances - beginning	5	,724,755		10,651,883	!	9,656,384_		
Fund balances - ending	\$ 5	,744,088	\$	5,744,088	\$ (	6,906,185		

## PTC

## COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2023A FOR THE PERIOD ENDED JULY 31, 2025

	Current Month		Year To Date	
REVENUES				
Interest	\$	1,017	\$	102,352
Total revenues		1,017		102,352
EXPENDITURES Construction costs Total expenditures		441,899 441,899		4,137,202 4,137,202
Excess/(deficiency) of revenues over/(under) expenditures		(440,882)		(4,034,850)
Fund balances - beginning Fund balances - ending		2,243,390 1,802,508	\$	5,837,358 1,802,508

## PTC COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2023B

FOR THE PERIOD ENDED JULY 31, 2025

	Current Month	Year To Date
REVENUES		
Interest	\$ 23,7	75 \$ 376,782
Total revenues	23,7	75 376,782
EXPENDITURES Construction costs Total expenditures	581,2 581,2	
Excess/(deficiency) of revenues over/(under) expenditures	(557,4	98) (5,065,283)
Fund balances - beginning	4,031,6	
Fund balances - ending	\$ 3,474,1	07 \$ 3,474,107

# PTC COMMUNITY DEVELOPMENT DISTRICT

## **MINUTES**

# PTC COMMUNITY DEVELOPMENT DISTRICT

# MINUTES A

## **DRAFT**

1 2	MINUTES OF MEETING PTC COMMUNITY DEVELOPMENT DISTRICT						
3 4		A Landowners' Meeting of	A Landowners' Meeting of the PTC Community Development District was held on				
5	Nove	ember 5, 2024 at 10:00 a.m., at 3	2024 at 10:00 a.m., at 30435 Commerce Dr., Unit 105, San Antonio, Florida 33576.				
6							
7 8		Present:					
9 10		Grace Kobitter	District Counsel				
11 12 13			DUE TO TECHNICAL DIFFICULTIES, AUDIO WAS NOT AVAILABLE - MINUTES TRANSCRIBED FROM THE MEETING NOTES				
14 15	FIRS	T ORDER OF BUSINESS	Call to Order/Roll Call				
16	Ms. Kobitter called the meeting to order at 10:00 a.m. She stated that the Landov						
17	Mee	ting will be continued to Thursda	Il be continued to Thursday, November 7, 2024, at 10:30 a.m., at this location.				
18		There were no objections to o	ontinuing the Landowners' Meeting date.				
19							
20 21 22	SECC	OND ORDER OF BUSINESS  This item was not addressed.	Affidavit/Proof of Publication				
23							
24 25 26 27	THIR	D ORDER OF BUSINESS  This item was deferred.	Election of Chair to Conduct Landowners' Meeting				
28							
29 30	FOU	RTH ORDER OF BUSINESS	Election of Supervisors [Seats 3, 4, 5]				
31	A.	Nominations					
32	В.	Casting of Ballots					
33		Determine Number of	Voting Units Represented				
34		Determine Number of	Voting Units Assigned by Proxy				
35	C.	<b>Ballot Tabulation and Results</b>					
36		These items were deferred.					

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**DRAFT** 

November 5, 2024

PTC CDD

48

DRAFT

November 5, 2024

PTC CDD

# PTC COMMUNITY DEVELOPMENT DISTRICT

# MINUTES B

## DRAFT

	•				
1 2 3		MINUTES OF MEETING PTC COMMUNITY DEVELOPMENT DISTRICT			
4	The Board of Supervisors of the PTC	The Board of Supervisors of the PTC Community Development District held a Regular			
5	Meeting on March 28, 2025 at 11:00 a.m., at	Meeting on March 28, 2025 at 11:00 a.m., at the 30435 Commerce Dr., Unit 105, San Antonio,			
6	Florida 33576.				
7					
8 9	Present:				
10	Michael Wolf	Chair			
11	Thatcher Brown	Vice Chair			
12	Chase Collier				
13	Chase Comer	Assistant Secretary			
14	Also present:				
15	Also present.				
16	Kristen Suit	District Manager			
10 17	Grace Rinaldi	District Manager District Counsel			
18					
19	Jordan Schrader (via telephone)	District Engineer			
20	Doug South	CH II Management, LLC			
21					
22	FIRST ORDER OF BUSINESS	Call to Order/Roll Call			
23	TINST ORDER OF DOSINESS	Can to Order/Non Can			
24	Ms. Suit called the meeting to order a	t 11:02 a.m.			
25	Supervisors Wolf, Brown and Collier	were present. Supervisors Essman and Thompson			
26	were absent.				
27					
28 29	SECOND ORDER OF BUSINESS	Public Comments			
30	No members of the public spoke.				
30	No members of the public spoke.				
31					
32	THIRD ORDER OF BUSINESS	Acceptance of Resignation of Jake Essman			
33		[Seat 5]			
34					
35	Ms. Suit presented the Resignation of	Jake Essman from Seat 5.			
36					
	On MOTION by Mr. Welf and accord	ded by Mr. Brown, with all in favor, the			
37	Un MOLION DV Mr. Wolf and Secon				
37 38		•			
38	resignation of Jake Essman, was acce	•			
		•			

	PTC C	DD	DRAFT	March 28, 2025
41 42 43 44	FOUR	TH ORDER OF BUSINESS	• •	ntment to Fill Unexpired ; Term Expires November
45		This item was deferred.		
46	•	Administration of Oath of Office (the	e following to be provid	ed in a separate package)
47	A.	Required Ethics Training and Disclos	ure Filing	
48		Sample Form 1 2023/Instruct	ions	
49	В.	Membership, Obligation and Respon	sibilities	
50	C.	Guide to Sunshine Amendment	and Code of Ethics	for Public Officers and
51		Employees		
52	D.	Form 8B: Memorandum of Voting	Conflict for County, I	Municipal and other Local
53		Public Officers		
54				
55 56 57 58	FIFTH	ORDER OF BUSINESS	<del>-</del>	of Resolution 2025-03, emoving Officers of the riding for an Effective Date
59		Ms. Suit presented Resolution 2025-0	3. Mr. Wolf nominated	the following slate:
60		Michael Wolf	Chair	
61		Thatcher Brown	Vice Chair	
62		Lee Thompson	Assistant Secreta	ary
63		Chase Collier	Assistant Secreta	ary
64		No other nominations were made.		
65		This Resolution removes the followin	g from the Board:	
66		Jacob Essman	Assistant Secreta	ary
67		Clifton Fischer	Assistant Secreta	ary
68		The following prior appointments by	the Board remain unaffe	ected by this Resolution:
69		Craig Wrathell	Secretary	
70		Kristen Suit	Assistant Secreta	ary
71		Craig Wrathell	Treasurer	
72		Jeff Pinder	Assistant Treasu	rer

On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, Resolution 2025-03, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

### SIXTH ORDER OF BUSINESS

Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services

- A. Affidavit of Publication
- 84 B. RFQ Package
- 85 C. Respondents
- 86 I. NV5, Inc.
- 87 II. Poulos & Bennett, LLC
- 88 III. Heidt Design, LLC
- 89 D. Competitive Selection Criteria/Ranking
- 90 E. Award of Contract

Ms. Rinaldi stated Staff issued an RFQ for Engineering Services and the responses are included in the agenda package. The CDD has a great District Engineer in Clearview; however, the Board can decide to enter into a continuing services agreement with one of the other engineering firms but the CDD would not be obligated to use them; the District could have them under contract but not utilize their services. This item is on the agenda for consideration and discussion but the Board can choose to defer it.

On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, electing deferring consideration of the responses to the RFQ for Engineering Services, was approved.

### **SEVENTH ORDER OF BUSINESS**

Consideration of Resolution 2025-04, Approving a Proposed Budget for Fiscal Year 2026; Declaring Special Assessments to Fund the Proposed Budget Pursuant to Chapters 170, 190 and 197, Florida Statutes; Setting Public Hearings; Addressing Publication; Addressing Severability; and Providing an Effective Date

149 150

151

NINTH ORDER OF BUSINESS

Consideration of Resolution 2025-06, Relating to the Amendment of the Annual

	РТС С	DD DF	AFT March 28, 2025
152 153 154 155 156			Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; and Providing for an Effective Date
157		Ms. Suit presented Resolution 2025-06	This is necessary to help avoid a finding in the
158	audit.		
159			
160 161 162 163 164		Resolution 2025-06, Relating to the Ar	ded by Mr. Brown, with all in favor, nendment of the Annual Budget for the , and Ending September 30, 2024; and opted.
165			
166 167 168 169 170 171 172	TENTI	H ORDER OF BUSINESS	Consideration of Resolution 2025-07, Authorizing a Request for Qualifications for District Engineering Services; Ratifying Notice of the Request for Qualifications; Providing a Severability Clause; and Providing an Effective Date
173		Ms. Suit presented Resolution 2025-07.	
174		Ms. Rinaldi stated this ratifies Staff's a	ctions in preparing and publishing the RFQ, that
175	was p	reviously discussed.	
176			
177 178 179 180 181		Resolution 2025-07, Authorizing a	ded by Mr. Brown, with all in favor, Request for Qualifications for District se of the Request for Qualifications; oviding an Effective Date, was adopted.
182 183 184	ELEVE	ENTH ORDER OF BUSINESS	Ratification Items
185 186		Ms. Suit presented the following:	
187	A.	GeoPoint Surveying, Inc. Work Authori	rations
188		I. Number 3 [Misc Staking & Surve	y Services]
189		II. Number 4 [Misc Staking]	
190		III. Number 5 [SR 52 Signalization S	W Corner]
191	В.	Phillips and Jordan, Incorporated, Char	ge Orders
192		I. No. 3 [Pasco Town Center Mass	Grading and Phase 1A Project]

- 193 II. No. 4 [Pasco Town Center Mass Grading and Phase 1A Project]
- 194 C. Mortensen Engineering Inc. Work Authorization No. 11 [State Road 52 and McKendree
- 195 **Road**]
- 196 D. Phase 1 Project Work Product Acquisition
- 197 E. FDOT Construction Agreement [McKendree/SR 52 Intersection]
- 198 F. Steadfast Environmental, LLC Pond Maintenance Services Agreement
- 199 G. Steadfast Contractors Alliance, LLC Landscape and Irrigation Maintenance Services
- 200 Agreement
- 201 H. Ripa & Associates, LLC Changed Order No. 1 [McKendree Road First Extension]
- 202 I. Withlacoochee River Electric Cooperative, Inc., Contribution in Aid of Construction

On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor,

GeoPoint Surveying, Inc. Work Authorizations Number 3 for Misc Staking &

Survey Services, Number 4 for Misc Staking and Number 5 for SR 52 Signalization SW Corner; Phillips and Jordan, Incorporated, Change Orders No.

3 for Pasco Town Center Mass Grading and Phase 1A Project No. 4 for Pasco

Town Center Mass Grading and Phase 1A Project; Mortensen Engineering Inc.

Work Authorization No. 11 for State Road 52 and McKendree Road; the Phase

1 Project Work Product Acquisition; the FDOT Construction Agreement for McKendree/SR 52 Intersection; the Steadfast Environmental, LLC Pond

Maintenance Services Agreement; the Steadfast Contractors Alliance, LLC

Landscape and Irrigation Maintenance Services Agreement; Ripa & Associates,

LLC Change Order No. 1 for McKendree Road First Extension; the Withlacoochee River Electric Cooperative, Inc., Contribution in Aid of

Construction Agreement; the Integra Realty Resources Appraisal of Real

Property/Invoice and the Acquisition Package for Phase 1 Project Work Product

- 203 Agreement
- 204 J. Integra Realty Resources Appraisal of Real Property/Invoice
- 205 K. Acquisition Package for Phase 1 Project Work Product Series 2023 Bonds

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207208

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TWELFTH ORDER OF BUSINESS

Series 2023 Bonds, were ratified.

Acceptance of Unaudited Financial Statements as of February 28, 2025

227228

On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, the Unaudited Financial Statements as of February 28, 2025, were accepted.

230231

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229

THIRTEENTH ORDER OF BUSINESS

**Approval of Minutes** 

PT	C CDD	DRAFT	March 28, 202
Α.	November 7, 2024 Continued	Landowners' Meeting	
В.	November 7, 2024 Special Me	· ·	
	, ,	5	
	November 7, 2024 Continued	d seconded by Mr. Brown, wit Landowners' Meeting Minutes s, both as presented, were appr	and November 7,
FO	OURTEENTH ORDER OF BUSINESS	Staff Reports	
A.	District Counsel: Kilinski   Van	Wyk	
В.	District Engineer: Clearview La	and Design, P.L.	
	There were no reports from Di	strict Counsel or the District Eng	ineer.
C.	District Manager: Wrathell, H	unt and Associates, LLC	
	• NEXT MEETING DATE:	April 25, 2025 at 11:00 AM	
	O QUORUM CHEC	CK	
	The April 25, 2025 meeting wil	l be canceled. The next meeting	date will be determined
FIF	TEENTH ORDER OF BUSINESS	Board Members'	Comments/Requests
	A Board Member asked about	amending the Engineering Serv	vices scoring criteria if it
de	termined that additional engineer	s must be engaged. Ms. Rinald	di stated the Board cou
bri	ing it up for discussion if there are	e amendments. Since the curre	nt RFQ was just deferre
Sta	aff would need to come back ar	nd restart the process and, a	t that time, discuss ne
ev	aluation criteria. Asked if the curi	rent evaluation criteria is the s	same as the one used
ev	aluate Clearview, Ms. Rinaldi replied	d affirmatively.	
SIX	CTEENTH ORDER OF BUSINESS	Public Comments	
	No members of the public spo	ke.	
SE'	VENTEENTH ORDER OF BUSINESS	Adjournment	

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

	PTC CDD	DRAFT	March 28, 2025
271			
272			
273			
274			
275	Secretary/Assistant Secretary	Chair/Vice Chair	

## PTC COMMUNITY DEVELOPMENT DISTRICT

# MINUTES C

### **DRAFT**

		ZIVAL I
1	MINUTE	S OF MEETING
2	PTC COMMUNITY I	DEVELOPMENT DISTRICT
3		
4	The Board of Supervisors of the PTC	Community Development District held a Special
5	Meeting on June 13, 2025 at 11:00 a.m., at	the 30435 Commerce Dr., Unit 105, San Antonio,
6	Florida 33576.	
7		
8 9	Present:	
10	Michael Wolf	Chair
11	Thatcher Brown	Vice Chair
12 13	Chase Collier	Assistant Secretary
14		
15	Also present:	
16	Vaiata a Cuit	District Manager
17 18	Kristen Suit Jordan Lansford	District Manager
19	Grace Rinaldi	Wrathell, Hunt and Associates, LLC District Counsel
20	Jordan Schrader (via telephone)	District Counsel  District Engineer
21	Doug South	CH II Management, LLC
22	John McKay	Cit ii Management, LLC
23	Kelly Sinn	
24	Keny Shiri	
25		
26 27	FIRST ORDER OF BUSINESS	Call to Order/Roll Call
28	Ms. Suit called the meeting to order	at 11:00 a.m. Supervisors Wolf, Brown and Collier
29	were present. Supervisor Thompson was abso	ent. One Seat was vacant.
30		
31 32	SECOND ORDER OF BUSINESS	Public Comments
33	No members of the public spoke.	
34		
35 36 37 38	THIRD ORDER OF BUSINESS	Consider Appointment to Fill Unexpired Term of Seat 5; Term Expires November 2026
39	Mr. Wolf nominated John McKay to fi	ll Seat 5. No other nominations were made.
40		

Office to Kelly Sinn. She provided and explained the items listed in the Third Order of Business.

78		
79 80 81 82	SIXTH ORDER OF BUSINESS	Consideration of Resolution 2025-08, Electing and Removing Officers of the District and Providing for an Effective Date
83	Ms. Suit presented Resolution 2025-08. M	r. Wolf nominated the following slate:
84	Michael Wolf	Chair
85	Thatcher Brown	Vice Chair
86	Chase Collier	Assistant Secretary
87	John McKay	Assistant Secretary
88	Kelly Sinn	Assistant Secretary
89	Jordan Lansford	Assistant Secretary
90	No other nominations were made.	
91	This Resolution removes the following from	n the Board:
92	Lee Thompson	Assistant Secretary
93	The following prior appointments by the B	oard remain unaffected by this Resolution:
94	Craig Wrathell	Secretary
95	Kristen Suit	Assistant Secretary
96	Craig Wrathell	Treasurer
97	Jeff Pinder	Assistant Treasurer
98		
99 100 101	On MOTION by Mr. Wolf and seconder Resolution 2025-08, Electing, as nomin District and Providing for an Effective Date	ated, and Removing Officers of the
102 103 104 105 106 107	SEVENTH ORDER OF BUSINESS	Consider Rejection of Response(s) to Request for Qualifications (RFQ) for Engineering Services
108 109 110 111	On MOTION by Mr. Wolf and seconded by rejection of the responses to the RFQ for	·
112 113 114	EIGHTH ORDER OF BUSINESS	Consideration of Resolution 2025-09, Authorizing a Request for Qualifications for District Engineering Services; Providing a

	PTC CI	DD DRAFT June 13, 2025
115 116 117		Severability Clause; and Providing an Effective Date
118		Ms. Rinaldi recalled stated Staff advertised an RFQ for Engineering Services and the
119	respoi	nses were received. The Board decision was to reject all the responses and authorize a
120	new f	RFQ for Engineering Services and readvertise. The reason for doing this again is to
121	hopef	fully receive more responses. This process is not to replace Clearview as the District
122	Engine	eer; rather, the plan is to have other Engineering firms available in case there are other
123	projec	cts that others might be called upon to provide services.
124		
125 126 127 128		On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, Resolution 2025-09, Authorizing a Request for Qualifications for District Engineering Services; Providing a Severability Clause; and Providing an Effective Date, was adopted.
129 130		
131	NINTH	H ORDER OF BUSINESS Ratification Items
132 133	A.	Busch Junction Enterprises LLP Utility Easement Agreement
134	В.	Mortensen Engineering Inc. Work Authorization No. 12 [Double Branch - Double
135		Branch Parkway and Boardwalk Way – Lot A]
136	C.	Phillips and Jordan, Inc., Agreement for Lift Station Path Access Installation Services
137	D.	Steadfast Contractors Alliance, LLC Additional Services Order for Landscape and
138		Irrigation Maintenance Services
139 140 141 142 143 144 145		On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, the Busch Junction Enterprises LLP Utility Easement Agreement; Mortensen Engineering Inc. Work Authorization No. 12 [Double Branch – Double Branch Parkway and Boardwalk Way – Lot A]; Phillips and Jordan, Inc., Agreement for Lift Station Path Access Installation Services; and Steadfast Contractors Alliance, LLC Additional Services Order for Landscape and Irrigation Maintenance Services, were ratified.
146 147 148 149 150 151	TENTH	H ORDER OF BUSINESS  Acceptance of Unaudited Financial Statements as of April 30, 2025  On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, the
152		Unaudited Financial Statements as of April 30, 2025, were accepted.

	PTC CDD		DRAFT June 13, 202	
155 156 157	ELEVENTH ORDER OF BUSINESS		Approval of March 28, 2025 Regular Meeting Minutes	
158 159 160			nded by Mr. Brown, with all in favor, the nutes, as presented, were approved.	
161 162 163	TWEL	FTH ORDER OF BUSINESS	Staff Reports	
164	A.	District Counsel: Kilinski   Van Wyk		
165		Ms. Rinaldi reminded the Board Me	embers to file Form 1 by July 1, 2025; new Board	
166	Mem	bers have 30 days from today to submi	t it.	
167	В.	District Engineer: Clearview Land De	sign, P.L.	
168		There was no report.		
169	C.	District Manager: Wrathell, Hunt and	d Associates, LLC	
170		• July 25, 2025 at 11:00 AM		
171		• August 22, 2025 at 11:00 AM	[Adoption of FY2026 Budget & O&M Assessments	
172		<ul><li>First Time Levy]</li></ul>		
173		• September 26, 2025 at 5:00 F	PM	
174		O QUORUM CHECK		
175		This meeting will be continued to July	y 10, 2025 at 11:30 a.m.	
176				
177	THIR	FEENTH ORDER OF BUSINESS	<b>Board Members' Comments/Requests</b>	
178 179		There were no Board Members' com	ments or requests.	
180 181 182	FOUR	RTEENTH ORDER OF BUSINESS	Public Comments	
183		No members of the public spoke.		
184				
185 186	FIFTE	ENTH ORDER OF BUSINESS	Adjournment	
187 188 189		-	nded by Mr. Brown, with all in favor, the d was continued to July 10, 2025 at 11:30	
190 191 192		[SIGNATURES APPEAI	R ON THE FOLLOWING PAGE]	

	PTC CDD	DRAFT	June 13, 2025
193			
194			
195			
196		<u></u>	
197	Secretary/Assistant Secretary	Chair/Vice Chair	

## PTC COMMUNITY DEVELOPMENT DISTRICT

# MINUTES D

### DRAFT

1 2		S OF MEETING DEVELOPMENT DISTRICT
3 4	The Board of Supervisors of the PTC (	Community Development District held a Continued
5	Special Meeting on July 10, 2025 at 11:30	a.m., at the 30435 Commerce Dr., Unit 105, San
6	Antonio, Florida 33576.	
7		
8 9	Present:	
10	Michael Wolf	Chair
11	Thatcher Brown	Vice Chair
12	Chase Collier	Assistant Secretary
13	Kelly Sinn	Assistant Secretary
14		
15	Also present:	
16		
17	Kristen Suit	District Manager
18	Jordan Lansford	Wrathell, Hunt and Associates, LLC
19	Grace Rinaldi	District Counsel
20	Jordan Schrader (via telephone)	District Engineer
21	Doug South	CH II Management, LLC
22	Boyan Pargov (via telephone)	Heidt Design
23 24		
2 <del>4</del> 25	FIRST ORDER OF BUSINESS	Call to Order/Roll Call
26	THIST GREEK OF BOSINESS	can to order, non can
27	Ms. Suit called the meeting to order a	t 11:31 a.m.
28	All Supervisors were present.	
29		
30 31	SECOND ORDER OF BUSINESS	Public Comments
32	No members of the public spoke.	
33		
34 35 36 37	THIRD ORDER OF BUSINESS	Consideration of Responses to Request for Qualifications (RFQ) for Engineering Services
38	Ms. Rinaldi recalled that, at the last r	meeting, the Board rejected the prior responses to
39	the RFQ for Engineering Services and authori	zed advertising a new RFQ. She discussed a change

in the submittal deadline and the possibility that some firms might not have received a prior version of the RFQ with a different deadline; therefore, she recommended waiving the irregularity for any responses received on July 7, 2025. As the RFQ process is not cost-based; rather, it is based on qualifications so there is no competitive advantage or disadvantage to the Board waiving that irregularity for the "late" submittals.

Ms. Rinaldi stated that a Board Member asked how to review the entire packages as it relates to subconsultants. She stated that it is part of the evaluation criteria as the Board reviews and scores the respondents.

Ms. Rinaldi stated, a Board Member completed the Competitive Selection Criteria form and the other Board Members are in agreement, the Board can choose to adopt that single Board Member's scores and ranking; otherwise, the Board Members can complete the Selection Criteria individually.

Ms. Rinaldi stated that the Board can authorize Staff to negotiate a contract with multiple respondents.

A Board Member questioned if the Board can approve a particular firm but have Staff negotiate changes with the respondent, such as having them change subcontractors in certain categories. Ms. Rinaldi stated it can be included as part of the negotiations but the respondent will be evaluated on the information provided in their response.

### 58 A. Affidavit of Publication

### **B. RFQ Package**

These items were included for informational purposes.

### C. Respondents

Mr. Wolf reviewed his scores for the respondents, and discussed his reasoning in the points awarded in the categories of Ability and Adequacy of Professional Personnel, Consultant's Past Performance, Geographic Location, Willingness to Meet Time and Budget Requirements, Certified Minority Business Enterprise, Recent, Current and Projected Workloads and Volume of Work Previously Awarded to Consultant by District, as follows:

### I. Alliant Engineering, Inc.

68 Total Score: 60 points

- 69 II. Ardurra Group, Inc.
- 70 Total Score: 85 points
- 71 III. Florida Design Consultants, Inc.
- 72 Total Score: 78 points
- 73 **IV. NV5, Inc.**
- 74 Total Score: 70 points
- 75 V. Poulos & Bennett, LLC
- 76 Total Score: 75 points
- 77 VI. Water Resource Associates, LLC
- 78 Total Score: 90 points
- 79 VII. Heidt Design, LLC
- 80 Total Score: 78 points
- A Board Member stated he had Heidt Design, LLC (Heidt) as the highest ranked, with a score of 90, based on his experience with them and confidence that they understand CDDs and the difference between District Engineer and Project Engineer. His next highest were Alliant Engineering, Inc. (Alliant), Florida Design Consultants, Inc. (FDC), and Water Resource
- Associates, LLC (WRA), which all tied with scores of 89.
- 86 D. Competitive Selection Criteria/Ranking
- The Board agreed to the following scores and ranking:
- 88 #1 Water Resource Associates, LLC 90 points
- 89 #2 Ardurra Group, Inc. 85 points
- 90 #3 Florida Design Consultants, Inc. 78 points (tie)
- 91 #3 Heidt Design, LLC 78 points (tie)
- 92 #4 Poulos & Bennett, LLC 75 points
- 93 #5 NV5, Inc. 70 points
- 94 #6 Alliant Engineering, Inc. 60 points
- 95 Ms. Rinaldi stated that the CDD can have a Continuing Engineering Services Agreements 96 in place with the selected respondents, essentially having them on standby until a work
- authorization is put in place between them and the CDD for a specific project or assignment.

98

On MOTION by Mr. Wolf and seconded by Mr. Collier, with all in favor, accepting the scores based on the Competitive Selection Criteria, scoring Alliant Engineering, Inc. 60 points; Ardurra Group, Inc. 85 points; NV5, Inc. 70 points; Poulos & Bennett, LLC 75 points; Water Resource Associates, LLC 90 points; and Heidt Design, LLC 78 points, was approved.

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### Ε. **Award of Contract**

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113 114 On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, awarding Engineering Services contracts to Water Resource Associates, LLC, the #1 ranked respondent to the RFQ for Engineering Services, with 90 points; Ardurra Group, Inc., the #2 ranked respondent, with 85 points; and Florida Design Consultants, Inc. and Heidt Design, LLC, tied as the #3 ranked respondents, both with 78 points; and authorizing Staff to negotiate Agreements for Continuing Engineering Services, was approved.

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### FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-10, Regarding the Intent to Award Contract(s) for Engineering Services; Providing a Severability Clause; and Providing an **Effective Date** 

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Ms. Suit distributed and presented Resolution 2025-10. Information for each respondent will be inserted on Pages 1 and on Page 2 based on the Board's scores, ranking and selections listed above.

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On MOTION by Mr. McKay and seconded by Mr. Brown, with all in favor, Resolution 2025-10, as amended to insert the relevant information, Regarding the Intent to Award Contract(s) for Engineering Services; Providing a Severability Clause; and Providing an Effective Date, was adopted.

131

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### 133 FIFTH ORDER OF BUSINESS

Ratification of Phase 1 Work Product Acquisition #6

134 135 136

Ms. Suit presented documentation related to Phase 1 Work Product Acquisition #6.

137			
138 139		On MOTION by Mr. Wolf and seconded by Work Product Acquisition #6, was ratified.	Mr. McKay, with all in favor, Phase 1
<ul><li>140</li><li>141</li><li>142</li><li>143</li></ul>	SIXTH	ORDER OF BUSINESS	UPCOMING MEETINGS
144	•	July 25, 2025 at 11:00 AM	
145	•	August 22, 2025 at 11:00 AM [Adoption of	FY2026 Budget & O&M Assessments – First
146		Time Levy]	
147	•	September 26, 2025 at 5:00 PM	
148		O QUORUM CHECK	
149		The July 25, 2025 meeting will be canceled.	
150			
151 152	SEVEN	ITH ORDER OF BUSINESS	<b>Board Members' Comments/Requests</b>
153		There were no Board Member comments of	r requests.
154			
155 156	EIGHT	H ORDER OF BUSINESS	Adjournment
156 157 158 159		On MOTION by Mr. Wolf and seconded be meeting adjourned at 12:01 a.m.	by Mr. Brown, with all in favor, the
160 161 162 163			
164		[SIGNATURES APPEAR ON TI	HE FOLLOWING PAGE]

**DRAFT** 

July 10, 2025

PTC CDD

## PTC COMMUNITY DEVELOPMENT DISTRICT

### STAFF REPORTS



1-800-851-8754 www.PascoVotes.gov

April 23, 2025

Daphne Gillyard
Director of Administrative Services
2300 Glades Rd Suite 410W
Boca Raton FL 33431

Dear Daphne Gillyard:

Pursuant to your request, the following voter registration statistics are provided for their respective community development districts as of April 15, 2025.

•	Avalon Park West Community Development District	988
•	Del Webb River Reserve Community Development District	0
•	Harvest Hills Community Development District	0
•	Heritage Pines Community Development District	1,943
•	KD52 Community Development District No. 1	0
•	KD52 Community Development District No. 2	0
•	Kenton Community Development District	1
•	Magnolia Island Community Development District	0
•	Parkview at Long Lake Ranch Community Development District	390
•	Pasadena Ridge Community Development District	0
•	Preserve at Legends Pointe Community Development District	0
•	PTC Community Development District	2
•	Riverwood Estates Community Development District	19
•	Silverado Community Development District	752
•	Summerstone Community Development District	601
•	Towns at Woodsdale Community Development District	70
•	TSR Community Development District	4,873
•	Vidas Way Community Development District	11
•	Westwood of Pasco Community Development District	76
•	Whispering Pines Community Development District	285
•	Woodcreek Community Development District	133

As always, please call me if you have any questions or need additional information.

Sincerely,

Tiffannie A. Alligood Chief Administrative Officer

### 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 CANCELED	Regular Meeting	11:00 AM
November 5, 2024	Landowners' Meeting	10:00 AM
November 7, 2024	Continued Landowners' Meeting	10:30 AM
November 7, 2024	Special Meeting	10:30 AM
November 22, 2024 CANCELED	Regular Meeting	5:00 PM
December 27, 2024 CANCELED	Regular Meeting	5:00 PM
January 24, 2025 CANCELED	Regular Meeting	11:00 AM
February 28, 2025 CANCELED	Regular Meeting	11:00 AM
March 28, 2025	Regular Meeting  Award of Engineering Services Contract  Presentation of FY2026 Budget	11:00 AM
April 25, 2025 CANCELED	Regular Meeting	11:00 AM
May 23, 2025 CANCELED	Regular Meeting	11:00 AM
June 13, 2025	Special Meeting	11:00 AM
June 27, 2025 CANCELED	Regular Meeting	5:00 PM
July 10, 2025	Continued Special Meeting Award of Engineering Services Contract	11:30 AM
July 25, 2025 CANCELED	Regular Meeting	11:00 AM

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
August 22, 2025	Public Hearings and Regular Meeting Adoption of FY2026 Budget & O&M Assessment Levy (First Time)	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.