

**PTC**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**November 21, 2025**

**BOARD OF SUPERVISORS**

**SPECIAL MEETING  
AGENDA**

**PTC**

**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

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

November 14, 2025

Board of Supervisors  
PTC Community Development District

Dear Board Members:

The Board of Supervisors of the PTC Community Development District will hold a Special Meeting on November 21, 2025 at 11:00 a.m., at 12724 Smith Road, Dade City, Florida 33525. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Review of Proposals for Pasco Town Center Double Branch Parkway RFP
  - A. Respondents
    - I. Burgess Civil, LLC
    - II. Hughes Brothers Construction, Inc.
    - III. Phillips Heavy, Inc.
    - IV. Ripa & Associates, LLC
  - B. Ranking/Evaluation
  - C. Authorization to Negotiate and Finalize Contract(s)
    - Consideration of Resolution 2026-02, Regarding the Award of a Construction Services Contract for the Pasco Town Center Double Branch Parkway Project; Providing a Severability Clause; and Providing an Effective Date
4. Consideration of Resolution 2026-03, Designating a Date, Time and Location for Landowners' Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date
5. Ratification Items
  - A. Ripa & Associates, LLC Change Order No. 3 McKendree Road First Extension

**ATTENDEES:**

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

- B. Lincks & Associates, LLC Professional Traffic Engineering Services Agreement
  - C. Steadfast Contractors Alliance, LLC Addendum to Landscape and Irrigation Maintenance Services Agreement
  - D. Water Resource Associates, LLC Continuing Professional Engineering Services Agreement
6. Acceptance of Unaudited Financial Statements as of September 30, 2025
7. Approval of Minutes
- A. August 22, 2025 Public Hearings and Regular Meeting
  - B. October 3, 2025 Special Meeting
8. 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*
    - NEXT MEETING DATE: December 26, 2025 at 5:00 PM
      - QUORUM CHECK

|        |                |                                    |                                |                             |
|--------|----------------|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 | MICHAEL WOLF   | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 2 | CHASE COLLIER  | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 3 | KELLY SINN     | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 4 | THATCHER BROWN | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 5 | JOHN MCKAY     | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |

9. Board Members' Comments/Requests
10. Public Comments
11. Adjournment

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

Sincerely,  
*Jordan Lansford*  
Jordan Lansford  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 236 6447**



# **PTC**

**COMMUNITY DEVELOPMENT DISTRICT**

# **3**

**PTC**

**COMMUNITY DEVELOPMENT DISTRICT**

**3B**

**PTC COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS  
PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT  
PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA**

**1. PRELIMINARY REQUIREMENTS**

**(Pass / Fail)**

An interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in Pasco County and the State of Florida. An interested firm must demonstrate a minimum of \$5 million in bonding capacity and have successfully completed at least five similar public infrastructure projects in the last three years exceeding two million dollars each, with at least two projects in Florida.

**2. EXPERIENCE**

**(20 Points Possible)**

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; claims history; etc.

**3. PERSONNEL & EQUIPMENT**

**(15 Points Possible)**

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; proposed staffing levels; capability of performing the work; consider whether the firm is a Pasco County local business or proposes to utilize Pasco County local business(es) to perform the work; availability of equipment and personnel, etc.

**4. FINANCIAL CAPACITY**

**(10 Points Possible)**

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Also, this category includes an evaluation of the Proposer's insurance and warranties offered, above and beyond what is required under the contract documents. The Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or other similar information.

**5. PRICE**

**(35 Points Possible)**

This category addresses overall pricing for the construction work, as well as consideration of unit prices and the overall reasonableness of the pricing. This category will be a combination of the combined analyses of actual price and reasonableness.

**6. SCHEDULE**

**(20 Points Possible)**

This category addresses the timeliness of the construction schedule, as well as the Proposer's ability to credibly complete the Project within the Proposer's schedule. Time is of the essence of this Project.

**100 Total Points Possible**

# PTC COMMUNITY DEVELOPMENT DISTRICT

## REQUEST FOR PROPOSALS PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT

### EVALUATION MATRIX

|                                    | PRELIMINARY<br>REQUIREMENTS | EXPERIENCE | PERSONNEL &<br>EQUIPMENT | FINANCIAL<br>CAPACITY | PRICE     | SCHEDULE  | TOTAL<br>POINTS |
|------------------------------------|-----------------------------|------------|--------------------------|-----------------------|-----------|-----------|-----------------|
| PROPOSER                           | PASS/FAIL                   | 20 POINTS  | 15 POINTS                | 10 POINTS             | 35 POINTS | 20 POINTS | 100 POINTS      |
|                                    |                             |            |                          |                       |           |           |                 |
| Burgess Civil, LLC                 |                             |            |                          |                       |           |           |                 |
|                                    |                             |            |                          |                       |           |           |                 |
| Hughes Brothers Construction, Inc. |                             |            |                          |                       |           |           |                 |
|                                    |                             |            |                          |                       |           |           |                 |
| Phillips Heavy, Inc.               |                             |            |                          |                       |           |           |                 |
|                                    |                             |            |                          |                       |           |           |                 |
| RIPA & Associates, LLC             |                             |            |                          |                       |           |           |                 |
|                                    |                             |            |                          |                       |           |           |                 |

NOTES:

Completed by: \_\_\_\_\_

Board Member's Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Board Member

**PTC**

**COMMUNITY DEVELOPMENT DISTRICT**

**3C**

**RESOLUTION 2026-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PTC COMMUNITY DEVELOPMENT DISTRICT REGARDING THE AWARD OF A CONSTRUCTION SERVICES CONTRACT FOR THE PASCO TOWN CENTER DOUBLE BRANCH PARKWAY PROJECT; 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 has competitively solicited proposals for its Double Branch Parkway Project (the “Project”); and

**WHEREAS**, the District’s Board of Supervisors (the “Board”) previously elected in the best interests of the District to competitively solicit proposals for the Project in accordance with Chapter 255, *Florida Statutes* and the District’s Rules of Procedure using a request for proposal format (the “RFP”) to allow the District to make an award to the most responsive and responsible contractor based upon the evaluation criteria contained in the RFP; and

**WHEREAS**, the District has received and opened proposals from four (4) contractors interested in providing construction services for the Project; and

**WHEREAS**, after review and consideration of the proposals received by the District, the Board determined to award the following points based upon the evaluation criteria found in the RFP:

\_\_\_ points to Burgess Civil, LLC;  
\_\_\_ points to Hughes Brothers Construction, Inc.;  
\_\_\_ points to Phillips Heavy, Inc.;  
\_\_\_ points to RIPA & Associates, LLC; and

**WHEREAS**, the Board hereby determines its intent to award the contract for the Project to \_\_\_\_\_ (“Awardee”) as the most responsive, responsible proposer in accordance with the terms of the RFP.

**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 response of Awardee is the response which is the most responsive and responsible and which best serves the interests of the District.

**SECTION 3.** It is the intent of the District's Board to award Awardee a contract for the Project in accordance with the terms and conditions of the RFP and contract included therein.

**SECTION 4.** Notice of this award shall be given to all proposers in accordance with the District's Rules of Procedure and the Project Manual. The District's Chairperson and Vice Chairperson, members of the Board and staff of the District are hereby authorized to take such further actions as are necessary to ensure the expeditious execution of a contract for the Project.

**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 21st day of November, 2025.

ATTEST:

**PTC COMMUNITY DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**PTC**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**



**RESOLUTION 2026-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF PTC COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

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

**WHEREAS**, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

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

**WHEREAS**, the effective date of Pasco County Ordinance No. 22-18 creating the District (the "Ordinance") is April 11, 2022; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

**SECTION 1.** In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the \_\_\_\_ day of November, 2026 at \_\_\_\_:\_\_\_\_ \_\_.m., at the

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**SECTION 2.** The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

**SECTION 3.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's Regular Meeting held on the 21st day of November, 2025. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of November, 2025.

Attest:

**PTC COMMUNITY DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

## Exhibit A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF  
SUPERVISORS OF THE PTC COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within PTC Community Development District (the "District") in Pasco County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

**DATE:** November \_\_\_, 2026

**TIME:** \_\_\_:\_\_\_ .m.

**PLACE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, by emailing wrathellc@whhassociates.com or calling (561) 571-0010. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District Manager

Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

**PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT**

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
PTC COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November** \_\_, **2026**

TIME: \_\_: \_\_ .m.

LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**PTC COMMUNITY DEVELOPMENT DISTRICT  
PASCO COUNTY, FLORIDA  
LANDOWNERS' MEETING – November \_\_\_\_, 2026**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the PTC Community Development District to be held at \_\_:\_\_ \_\_.m., on November \_\_\_\_, 2026 at \_\_\_\_\_, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the proxy holder's exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

**Parcel Description**

**Acreage**

**Authorized Votes**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**

**PTC COMMUNITY DEVELOPMENT DISTRICT  
PASCO COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER \_\_, 2026**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the PTC Community Development District and described as follows:

| <b><u>Description</u></b> | <b><u>Acreage</u></b> |
|---------------------------|-----------------------|
| _____                     | _____                 |
| _____                     | _____                 |
| _____                     | _____                 |

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

| <b>SEAT</b> | <b>NAME OF CANDIDATE</b> | <b>NUMBER OF VOTES</b> |
|-------------|--------------------------|------------------------|
| 1.          | _____                    | _____                  |
| 2.          | _____                    | _____                  |
| 5.          | _____                    | _____                  |

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**PTC**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION  
ITEMS**



**PTC**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION  
ITEMS A**

CHANGE ORDER NO.: 3

|                               |                                                                                                                                                                               |                                        |     |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-----|
| <b>Owner:</b>                 | PTC CDD                                                                                                                                                                       | <b>Owner's Project No.:</b>            | N/A |
| <b>Engineer:</b>              | Clearview Land Design, P.L.                                                                                                                                                   | <b>Engineer's Project No.:</b>         | N/A |
| <b>Contractor:</b>            | Ripa & Associates, LLC                                                                                                                                                        | <b>Contractor's Project No.:</b>       | N/A |
| <b>Project/Contract Name:</b> | McKendree Road First Extension<br>Agreement between Owner and Contractor for Construction Contract (Stipulated Price), dated on or about June 21, 2024 (" <b>Agreement</b> ") |                                        |     |
|                               |                                                                                                                                                                               | <b>Effective Date of Change Order:</b> |     |
| <b>Date Issued:</b>           | October 28, 2025                                                                                                                                                              | October 28, 2025                       |     |

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:

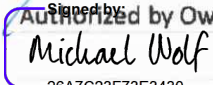
| PCO #   | AMOUNT       | DESCRIPTION                                                         |
|---------|--------------|---------------------------------------------------------------------|
| PCO # 3 | \$ 50,983.57 | Clearview Plan Changes McKendree Rd – Existing Force Main Reloc     |
| PCO # 3 | \$ 88,007.19 | Links Bid Set Plan Changes SR 52 – Signalization & Lighting Changes |

Attachments set forth in Composite Exhibit A:

Ripa COR # 3 – Plan Changes McKendree & SR 52 (1-1 of 9) w Lincks Mark Up  
Clearview Land Design & Links Approval Emails (2-4 of 9)  
CH II & Ripa Scope Back Up E-Mails (5-9 of 9)

| Change in Contract Price                                        |               | Change in Contract Times                                                    |                    |
|-----------------------------------------------------------------|---------------|-----------------------------------------------------------------------------|--------------------|
| Original Contract Price:                                        |               | Original Contract Times:                                                    |                    |
| \$                                                              | 11,580,002.00 | Substantial Completion:                                                     | 352/400 SR52 days  |
|                                                                 |               | Ready for final payment:                                                    | 382/429 SR52 days  |
| Increase from previously approved Change Orders No. 1 to No. 2: |               | [Increase] [Decrease] from previously approved Change Orders No.1 to No. 2: |                    |
| \$                                                              | 150,429.84    | Substantial Completion:                                                     | 0 days             |
|                                                                 |               | Ready for final payment:                                                    | 0 days             |
| Contract Price prior to this Change Order:                      |               | Contract Times prior to this Change Order:                                  |                    |
| \$                                                              | 11,730,431.84 | Substantial Completion:                                                     | 352/400 SR52 days  |
|                                                                 |               | Ready for final payment:                                                    | 382/429 SR 52 days |
| Increase this Change Order:                                     |               | [Increase] [Decrease] this Change Order:                                    |                    |
| \$                                                              | 138,990.76    | Substantial Completion:                                                     | 0 days             |
|                                                                 |               | Ready for final payment:                                                    | 0 days             |
| Contract Price incorporating this Change Order:                 |               | Contract Times with all approved Change Orders:                             |                    |
| \$                                                              | 11,869,422.60 | Substantial Completion:                                                     | 352/400 SR52 days  |
|                                                                 |               | Ready for final payment:                                                    | 382/429 SR52 days  |

Recommended by Engineer  
By:   
Title: Vice President  
Date: 10/31/2025

Signed by  
Authorized by Owner  
By:   
26A7C23F73E3430...  
Title: Chairperson  
Date: 11/3/2025

Accepted by Contractor

  
October 31, 2025

Approved by Funding Agency (if applicable)

N/A

Composite Exhibit A



|                          |                                                          |                    |              |
|--------------------------|----------------------------------------------------------|--------------------|--------------|
| <b>To:</b>               | CH II Management, LLC                                    | <b>Contact:</b>    | Doug South   |
| <b>Address:</b>          | 30435 Commerce Drive, Suite 105<br>San Antonio, FL 78256 | <b>Phone:</b>      | 910-508-0482 |
| <b>Project Name:</b>     | PTC - McKendree Road / SR 52 Improvements - CO#3         | <b>Fax:</b>        |              |
| <b>Project Location:</b> | SR 52 / McKendree Road, San Antonio, FL                  | <b>Bid Number:</b> | 23-332       |
|                          |                                                          | <b>Bid Date:</b>   | 10/6/2025    |

| Line #                              | Item Description          | Estimated Quantity | Unit | Unit Price | Total Price |
|-------------------------------------|---------------------------|--------------------|------|------------|-------------|
| <b>104 - FORCEMAIN MCKENDREE RD</b> |                           |                    |      |            |             |
| 001                                 | 12" WATERMAIN CUT / CAP   | 1.00               | LS   | \$8,739.39 | \$8,739.39  |
| 002                                 | 12" PVC FORCEMAIN (DR 18) | 100.00             | LF   | \$134.39   | \$13,439.00 |
| 003                                 | 12" MJ BEND               | 3.00               | EACH | \$2,592.19 | \$7,776.57  |
| 004                                 | 12" PLUG VALVE ASSEMBLY   | 1.00               | EACH | \$5,905.92 | \$5,905.92  |
| 005                                 | MAINTENANCE OF TRAFFIC    | 1.00               | LS   | \$3,113.03 | \$3,113.03  |
| 006                                 | VAC TRUCKS                | 3.00               | EACH | \$4,003.22 | \$12,009.66 |

Total Price for above 104 - FORCEMAIN MCKENDREE RD Items: **\$50,983.57**

**108 - SIGNALIZATION IMPROVEMENTS**

|     |                                    |      |      |             |               |
|-----|------------------------------------|------|------|-------------|---------------|
| 007 | POWER SERVICE LOCATION CHANGE BORE | 1.00 | LS   | \$6,248.54  | \$6,248.54 ✓  |
| 008 | LIGHT POLE RELOCATES               | 3    | EACH | \$9,433.13  | \$28,298.89 ✓ |
| 009 | TMS RELOCATE                       | 1.00 | LS   | \$53,459.26 | \$53,459.26 ✓ |

Total Price for above 108 - SIGNALIZATION IMPROVEMENTS Items: **\$125,306.56**

**\$88,007.19**

Total Bid Price: **~~\$167,290.15~~**

**\$ 138,990.76**

Reviewed by:  
Roz L. Top 10/27/25  
Linda's Assoc.

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer:

Signature: Michael Wolf

Date of Acceptance:

**CONFIRMED:**

Ripa & Associates

Authorized Signature: [Signature]

Estimator: Ryan Craft

813-623-6777 rcraft@ripaconstruction.com

## South, Douglas

---

**From:** Robert Fulp <RobertF@trafficmobility.com>  
**Sent:** Monday, October 27, 2025 4:51 PM  
**To:** South, Douglas; Nick Perillo  
**Cc:** Dave Desilet; Steven Henry; Jordan Schrader; Heather Meyer; Ells, Sean; Robert Fulp  
**Subject:** RE: Ripa - McKendree Rd CO # 3 - EOR Approval  
**Attachments:** CO#3 Reviewed by RWF 102725.pdf



Doug.....I finally got a minute to check out CO #3. Yes, the contractor needed to relocate the PTMS and also revise the location of the power service. Those fees look reasonable. My only comment deals with the number of relocated light poles. I believe only three (3) light poles west of McKendree Rd. needed to be relocated. The three (3) light poles east of McKendree Rd. didn't require relocation based on field measurements by RIPA. Thus, I revised CO #3 to reflect this difference.

Let me know if you have any questions.  
ROB

**Robert W. Fulp, PE**  
Senior Project Manager



**Formerly Lincks & Associates, LLC**

5023 West Laurel Street  
Tampa, FL 33607  
Office: (813) 289-0039  
Direct: (813) 559-9593  
Cell: (813) 361-4558  
Email: [robertf@trafficmobility.com](mailto:robertf@trafficmobility.com) **(PLEASE NOTE MY NEW EMAIL ADDRESS)**  
Please visit us at: <https://www.trafficmobility.com/>



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**From:** South, Douglas <[dsouth@columnarinvestments.com](mailto:dsouth@columnarinvestments.com)>  
**Sent:** Monday, October 27, 2025 8:20 AM  
**To:** Nick Perillo <[Nick.Perillo@clearviewland.com](mailto:Nick.Perillo@clearviewland.com)>; Robert Fulp <[RobertF@trafficmobility.com](mailto:RobertF@trafficmobility.com)>  
**Cc:** Dave Desilet <[DaveD@trafficmobility.com](mailto:DaveD@trafficmobility.com)>; Steven Henry <[StevenH@trafficmobility.com](mailto:StevenH@trafficmobility.com)>; Jordan Schrader <[JordanS@clearviewland.com](mailto:JordanS@clearviewland.com)>; Heather Meyer <[Heather.Meyer@clearviewland.com](mailto:Heather.Meyer@clearviewland.com)>; Ells, Sean <[sells@columnarinvestments.com](mailto:sells@columnarinvestments.com)>  
**Subject:** RE: Ripa - McKendree Rd CO # 3 - EOR Approval

Rob,  
Checking in on status of your approval of Lincks CO # 3 items?

**Doug South**  
VP Operations - FL

**CH II Management, LLC**  
30435 Commerce Drive  
Suite 105  
San Antonio, FL 33576  
910.508.0482  
[dsouth@columnarinvestments.com](mailto:dsouth@columnarinvestments.com)

**From:** Nick Perillo <[Nick.Perillo@clearviewland.com](mailto:Nick.Perillo@clearviewland.com)>  
**Sent:** Wednesday, October 15, 2025 8:20 AM  
**To:** South, Douglas <[dsouth@columnarinvestments.com](mailto:dsouth@columnarinvestments.com)>; Robert Fulp <[robertf@trafficmobility.com](mailto:robertf@trafficmobility.com)>  
**Cc:** Dave Desilet <[dadesilet@lincks.com](mailto:dadesilet@lincks.com)>; Steven Henry <[stevenh@trafficmobility.com](mailto:stevenh@trafficmobility.com)>; Jordan Schrader <[JordanS@clearviewland.com](mailto:JordanS@clearviewland.com)>; Heather Meyer <[Heather.Meyer@clearviewland.com](mailto:Heather.Meyer@clearviewland.com)>; Ells, Sean <[sells@columnarinvestments.com](mailto:sells@columnarinvestments.com)>  
**Subject:** RE: Ripa - McKendree Rd CO # 3 - EOR Approval

Doug,

CO #3 is approved by Clearview.

**Nick Perillo, P.E.**  
*Design Engineer*  
**Clearview Land Design, P.L.**  
3010 W Azele Street, Suite 150, Tampa, FL 33609  
O: [813\) 223-3919 ext.205](tel:8132233919) | C: [813\) 244-9069](tel:8132449069)  
W: <https://clearviewland.com>

**From:** South, Douglas <[dsouth@columnarinvestments.com](mailto:dsouth@columnarinvestments.com)>  
**Sent:** Thursday, October 9, 2025 10:31 AM  
**To:** Nick Perillo <[Nick.Perillo@clearviewland.com](mailto:Nick.Perillo@clearviewland.com)>; Robert Fulp <[robertf@trafficmobility.com](mailto:robertf@trafficmobility.com)>  
**Cc:** Dave Desilet <[dadesilet@lincks.com](mailto:dadesilet@lincks.com)>; Steven Henry <[stevenh@trafficmobility.com](mailto:stevenh@trafficmobility.com)>; Jordan Schrader <[JordanS@clearviewland.com](mailto:JordanS@clearviewland.com)>; Heather Meyer <[Heather.Meyer@clearviewland.com](mailto:Heather.Meyer@clearviewland.com)>; Ells, Sean

2

<cellis@columbarinvestments.com>

**Subject: Ripa - McKendree Rd CO # 3 - EOR Approval**

Nick & Robert,

Please find attached Ripa McKendree Rd. proposed CO #3. Nick, please approve via reply to this email the force main CO & Robert please approve via reply to this email the 3 signal change CO items. There is an email string attached behind the proposal with Ripa & Lincks that describes the reasons & details of the costs and changes. I am ok with the CO with your approval.

**Doug South**

VP Operations - FL

**CH II Management, LLC**

30435 Commerce Drive

Sulte 105

San Antonio, FL 33576

910.508.0482

[dsouth@columbarinvestments.com](mailto:dsouth@columbarinvestments.com)

This

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CLEARVIEW LAND DESIGN, P.L.

This communication may come from Clearview Land Design, P.L.

## South, Douglas

---

**From:** Ryan Craft <rcraft@ripaconstruction.com>  
**Sent:** Tuesday, October 7, 2025 10:28 AM  
**To:** South, Douglas  
**Cc:** Zachary Hillier  
**Subject:** RE: SR 52 @ McKendree Rd - Signal Plan Revision #3 - Added Directional Bore Conduit  
**Attachments:** 24-2221 McKendree Rd - CO#3 FM & Signal Changes.pdf



Doug,

See attached and below.

1. Corrected.
2. Yes, this has been added.
3. We have a total of 7 Existing Light Poles that need relocation. However, three of those have already been relocated, but the new location of the pole conflicts with existing power lines so those three will need to be relocated again. *Only three (3) light poles were impacted west of McKendree Rd.*
4. Yes, Statewide is purchasing a new system. New PTMS inductive loops (8), PTMS vehicle sensors (4), Loop / Sensor Windows (6), Pull & Splice Box 13"x24" (2), and 95 LF or additional directional bore.

Please let me know if the above and attached will suffice.

Thanks,

**Ryan Craft**  
Project Manager



**RIPA & Associates** 1409 Tech Boulevard Suite 1 - Tampa, FL 33619  
Cell (813) 678-7002 . Fax (813) 663-6772  
Email: [rcraft@ripaconstruction.com](mailto:rcraft@ripaconstruction.com) . Web Site: [www.ripaconstruction.com](http://www.ripaconstruction.com)

**From:** South, Douglas <dsouth@columinarinvestments.com>  
**Sent:** Monday, October 6, 2025 4:29 PM  
**To:** Ryan Craft <rcraft@ripaconstruction.com>  
**Cc:** Zachary Hillier <zhillier@ripaconstruction.com>  
**Subject:** RE: SR 52 @ McKendree Rd - Signal Plan Revision #3 - Added Directional Bore Conduit

Thanks Ryan,

A few things:

1. This would be CO # 3.
2. Can you add the word "bore" into the power relocate description
3. The contract included 4 light pole relocations. Please confirm it was a total of 10.



4. Probably going to need more description or more detail on TMS to get this through everyone. IE – did you have to buy new systems or equipment or was this just relocation. That is a lot more expensive than I thought it would be.

Thanks for your help.

**Doug South**  
VP Operations - FL

**CH II Management, LLC**  
30435 Commerce Drive  
Suite 105  
San Antonio, FL 33576  
910.508.0482  
[dsouth@columnarinvestments.com](mailto:dsouth@columnarinvestments.com)

**From:** Ryan Craft <[rcraft@ripaconstruction.com](mailto:rcraft@ripaconstruction.com)>  
**Sent:** Monday, October 6, 2025 3:49 PM  
**To:** South, Douglas <[dsouth@columnarinvestments.com](mailto:dsouth@columnarinvestments.com)>  
**Cc:** Zachary Hillier <[zhillier@ripaconstruction.com](mailto:zhillier@ripaconstruction.com)>  
**Subject:** RE: SR 52 @ McKendree Rd - Signal Plan Revision #3 - Added Directional Bore Conduit

Doug,

Attached is the CO for the Forcemain & Water shut down / re-route, and signalization revisions (Updated service location, additional light pole relocates, and TMS relocation) from Lincks. Please review / approve.

Let me know if you have any questions.

Thanks,

**Ryan Craft**  
Project Manager



**RIPA & Associates** 1409 Tech Boulevard, Suite 1, Tampa, FL 33619  
Cell (813) 678-7002, Fax (813) 663-6772  
Email: [rcraft@ripaconstruction.com](mailto:rcraft@ripaconstruction.com) . Web Site: [www.ripaconstruction.com](http://www.ripaconstruction.com)

**From:** South, Douglas <[dsouth@columnarinvestments.com](mailto:dsouth@columnarinvestments.com)>  
**Sent:** Friday, October 3, 2025 4:09 PM  
**To:** Robert Fulp <[RobertF@trafficmobility.com](mailto:RobertF@trafficmobility.com)>; David Worley <[dworley@statewidesafety.net](mailto:dworley@statewidesafety.net)>  
**Cc:** Ryan Craft <[rcraft@ripaconstruction.com](mailto:rcraft@ripaconstruction.com)>; Steven Henry <[StevenH@trafficmobility.com](mailto:StevenH@trafficmobility.com)>  
**Subject:** RE: SR 52 @ McKendree Rd - Signal Plan Revision #3 - Added Directional Bore Conduit

Thanks you all have a great weekend.

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:** Friday, October 3, 2025 3:39 PM

**To:** South, Douglas <dsouth@columnarinvestments.com>; David Worley <dworley@statewidesafety.net>

**Cc:** Ryan Craft <rcraft@ripaconstruction.com>; Robert Fulp <RobertF@trafficmobility.com>; Steven Henry <StevenH@trafficmobility.com>

**Subject:** RE: SR 52 @ McKendree Rd - Signal Plan Revision #3 - Added Directional Bore Conduit

Doug....here you go.

- ✓ (1) WREC didn't want us to use the power service (pad transformer) located approximately 250 ft. north along the north leg of the intersection. So, we had to use the pad mounted transformer located in the SW quadrant and run conductor wire to the NE quadrant where the controller is located. This revision required the additional directional bore conduit.
- ✓ (2) The FDOT has a Traffic Monitoring Station just west of the intersection. With the lengthening of the EB right turn lane, it impacted the TMS. We are not allowed to have TMS loops in turn lanes. Thus, we had to move the TMS location a sufficient distance past the beginning of the EB right turn lane.
- (3) There were a total of six (6) street lights that needed to be relocated due to roadway widening along the south side of SR 52. It became somewhat tricky because these are 50 ft. tall street light poles. We must maintain a required minimum distance of 10 ft. from the overhead powerlines. Eventually, FDOT is allowing us to move the light poles closer to the curb and gutter. I want to at least provide 4 ft. minimum lateral clearance. *Only three (3) light poles required relocation. They were west of McKendree Rd.*

Let me know if you have any other questions.

ROB

**Robert W. Fulp, PE**  
Senior Project Manager



**Formerly Lincks & Associates, LLC**

5023 West Laurel Street  
Tampa, FL 33607  
Office: (813) 289-0039  
Direct: (813) 559-9593  
Cell: (813) 361-4558  
Email: robertf@trafficmobility.com (PLEASE NOTE MY NEW EMAIL ADDRESS)

Please visit us at: <https://www.trafficmobility.com/>



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**From:** South, Douglas <[dsouth@columnarinvestments.com](mailto:dsouth@columnarinvestments.com)>  
**Sent:** Friday, October 3, 2025 3:04 PM  
**To:** Robert Fulp <[RobertF@trafficmobility.com](mailto:RobertF@trafficmobility.com)>; David Worley <[dworley@statewidesafety.net](mailto:dworley@statewidesafety.net)>  
**Cc:** Ryan Craft <[rcraft@ripaconstruction.com](mailto:rcraft@ripaconstruction.com)>  
**Subject:** RE: SR 52 @ McKendree Rd - Signal Plan Revision #3 - Added Directional Bore Conduit

Thanks Robert,

Copying Ryan on this. Can you please give me some brief narrative on each of the 3 pending items (an if there are more?) next week:

1. Power source conduit & bore
2. Count station conflict
3. Additional streetlight relocations & how many

I would like to get this pricing submitted asap to include with Ryans FM pending CO # 3.

**Doug South**  
VP Operations - FL

**CH II Management, LLC**  
30435 Commerce Drive  
Suite 105  
San Antonio, FL 78236  
910.508.0482  
[dsouth@columnarinvestments.com](mailto:dsouth@columnarinvestments.com)

**From:** Robert Fulp <[RobertF@trafficmobility.com](mailto:RobertF@trafficmobility.com)>  
**Sent:** Friday, October 3, 2025 2:09 PM  
**To:** David Worley <[dworley@statewidesafety.net](mailto:dworley@statewidesafety.net)>  
**Cc:** South, Douglas <[dsouth@columnarinvestments.com](mailto:dsouth@columnarinvestments.com)>; Robert Fulp <[RobertF@trafficmobility.com](mailto:RobertF@trafficmobility.com)>  
**Subject:** SR 52 @ McKendree Rd - Signal Plan Revision #3 - Added Directional Bore Conduit

Dave.....attached is the revised signal plan in which I have added the additional directional bored conduit crossing the west leg of the intersection. I understand that we didn't have enough spare conduit to use for the power service.

Let me know if you have any questions.  
ROB

**Robert W. Fulp, PE**  
Senior Project Manager



**Formerly Lincks & Associates, LLC**

5023 West Laurel Street  
Tampa, FL 33607  
Office: (813) 289-0039  
Direct: (813) 559-9593  
Cell: (813) 361-4558  
Email: [robertf@trafficmobility.com](mailto:robertf@trafficmobility.com) (PLEASE NOTE MY NEW EMAIL ADDRESS)  
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**PTC**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**  
**ITEMS B**

## PROFESSIONAL TRAFFIC ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this 17 day of October 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 ("**District**"); and

**LINCKS & ASSOCIATES, LLC**, a Florida limited liability company, with a mailing address of ~~988 Woodcock Road, Suite 200, Orlando, Florida 32803~~ ("**Engineer**" and, together with the District, the "**Parties**").

### RECITALS

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

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

**WHEREAS**, the District has a need to retain an independent contractor to provide traffic engineering services related to drainage structures at the intersection of State Road 52 and Tradeway Boulevard, as more particularly described in Engineer's proposal attached hereto as **Exhibit A**; and

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

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

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

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

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

5023 W. LAUREL ST  
TAMPA, FL 33607.

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

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

**4. COMPENSATION.**

- a. The District will compensate Engineer for the Services pursuant to the hourly rate schedule contained in **Exhibit A** in an amount not to exceed **Fifteen Thousand Dollars (\$15,000.00)**. Engineer shall invoice the District upon completion of the Services and acceptance by the District, and the invoices shall be due and payable consistent with Florida's Prompt Payment Act, Section 218.70 et seq. of the Florida Statutes.
- b. If the District should desire additional services, Engineer agrees to negotiate in good faith to undertake such additional work or services, but neither party shall be obligated to reach agreement on additional services. However, no additional services shall be provided by Engineer prior to the Parties' successful negotiations of the additional terms and compensation. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Engineer shall be compensated for such agreed upon additional services upon mutual terms agreeable to the Parties and agreed to in writing. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Engineer.

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

**6. OWNERSHIP OF DOCUMENTS.**

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

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

**8. REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which



they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

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

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

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.

**10. CONTINGENT FEE.** Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

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

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

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

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

**15. PUBLIC RECORDS.** Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District

and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Engineer or keep and maintain public records required by the District to perform the service. If Engineer transfers all public records to the District upon completion of this Agreement, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

**17. E-VERIFY.** Engineer 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.

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

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

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

**21. ASSIGNMENT.** Neither the District nor Engineer 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.

**22. THIRD PARTIES.** Nothing in this Agreement shall be construed to create any rights or benefits in any third party, and no third party shall have any right to enforce any provision of this Agreement.

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

**24. TERMINATION.** The District may terminate this Agreement for cause immediately upon written notice to Engineer. "Cause" shall include, but not be limited to: (i) Engineer's material breach of any provision of this Agreement; (ii) Engineer's failure to perform services in accordance with applicable professional standards; (iii) Engineer's insolvency or bankruptcy; or (iv) Engineer's violation of any applicable law or regulation. 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 shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to recover payment for services actually rendered and accepted by the District to the date of the notice of termination, subject to any offsets and the District's right to withhold payment for defective or non-conforming work.

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

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

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

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

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

[suitk@whhassociates.com](mailto:suitk@whhassociates.com)

**With a copy to:**

Kilinski | Van Wyk PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel  
[jennifer@cddlawyers.com](mailto:jennifer@cddlawyers.com)



**B. If to Engineer:**

Lincks & Associates, LLC  
~~988 Woodcock Road, Suite 200~~  
~~Orlando, Florida 32803~~  
Attn: STEVEN HENRY

5023 W. LAMAR ST  
TAMPA, FL  
33607

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Engineer may deliver Notice on behalf of the District and Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**29. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures and electronically transmitted signatures (including PDF and facsimile) shall have the same force and effect as original signatures.

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

**31. 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**

Signed by:

*Michael Wolf*

26A7C23F73E3430

Chairperson, Board of Supervisors

**LINCKS & ASSOCIATES, LLC**

By: *STEWART J HENRY*

Its: *PRESIDENT.*

**Exhibit A: Proposal**

**EXHIBIT A**  
**Proposal**



October 13, 2025

**PTC CDD c/o:**  
Mr. Douglas South  
CH II Management, LLC  
30435 Commerce Park  
Suite 105  
San Antonio, FL 33576

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

Dear Mr. South,

We are pleased to provide you with this addendum to the proposal for the engineering services for the above referenced project. This addendum is based on the following:

- A. This addendum is for to prepare the plans to update the drainage structures within the intersection of SR 52 and Tradeway Boulevard.

**PROPOSED SCOPE OF SERVICES**

Based on our understanding of the project, we propose the following scope of services.

**Task I – Roadway Plans**

This task will include the following scope of services to design and permit the proposed improvements at the intersection of SR 52 at Tradeway Boulevard. The specific items are as follows:

**A. Roadway/Intersection Construction Plans**

Lincks & Associates, LLC will prepare the construction plans for the roadway/intersection improvements. The plans will include the following:

1. Cover Sheet
2. Drainage Basin Map
3. Project Layout
4. Roadway Plans
5. Proposed Stormwater Pipes and Ditches.

5023 West Laurel Street  
Tampa, FL 33607  
813 289 0039 Telephone  
8133 287 0674 Telefax  
[www.Lincks.com](http://www.Lincks.com) Website



Mr. Douglas South  
October 13, 2025  
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Task II – Permitting

Lincks & Associates, LLC will submit the final roadway plans for the following permit applications:

- 1) FDOT Access Connection Permit-Amendment
- 2) FDOT Construction Agreement-Amendment

Task III – Construction Phase Services

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

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

- 1. Site Construction Coordination Meetings, if requested.
- 2. Review of shop drawings of roadway construction items.
- 3. Review of pay requests, as requested.
- 4. Review of record drawings prepared by a registered land surveyor and provided by the client.
- 5. Submittal of certification documents to Pasco County , FDOT and SWFWMD.
- 6. Review of geotechnical testing results provided by others.

**BASIS OF PAYMENT**

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

|          |                                   |                        |
|----------|-----------------------------------|------------------------|
| Task I   | Roadway Plans .....               | Fixed Fee of \$5,000   |
| Task II  | Permitting .....                  | Fixed Fee of \$5,000   |
| Task III | Construction Phase Services ..... | Upset Limit of \$5,000 |

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

|                     |            |
|---------------------|------------|
| Expert Witness      | \$550/hour |
| Principal-in-Charge | \$325/hour |
| Principal Engineer  | \$270/hour |
| Senior Engineer     | \$230/hour |

Mr. Douglas South  
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|                              |            |
|------------------------------|------------|
| Engineer                     | \$165/hour |
| Traffic Analyst/Sr. Designer | \$135/hour |
| CADD/Technician              | \$110/hour |
| Administrative               | \$95/hour  |

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

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

**PTC**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION  
ITEMS C**

## **ADDENDUM TO LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT**

**THIS ADDENDUM** (the “**Addendum**”) is made and entered into effective this 1st day of October 2025 (“**Effective Date**”), 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, whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”), and

**STEADFAST CONTRACTORS ALLIANCE, LLC**, a Florida limited liability company, whose mailing address is 30435 Commerce Drive, Unit 102, San Antonio, Florida 33576 (“**Contractor**” and, together with the District, the “**Parties**”).

### **RECITALS**

**WHEREAS**, the District and Contractor previously entered into that certain *Landscape and Irrigation Maintenance Services Agreement*, dated January 1, 2025 (the “**Agreement**”), incorporated herein by this reference; and

**WHEREAS**, Section 6 of the Agreement provides that at the end of the Initial Term, as defined in the Agreement, the Agreement may be eligible for four (4) additional one-year terms with the same terms as set forth in the Agreement, in the District’s sole discretion; and

**WHEREAS**, the Parties now desire to renew the Agreement for an additional one (1) year term beginning October 1, 2025, as set forth in this Addendum; and

**WHEREAS**, the Parties each represent that it has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Addendum.

**2. RENEWAL OF AGREEMENT.** The Agreement is hereby renewed for an additional one (1) year term beginning on October 1, 2025, in accordance with the terms of the Agreement.

**3. AFFIRMATION OF THE AGREEMENT.** The Agreement, including all previous Amendments and Addendums thereto, is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in this Addendum, nothing herein

shall modify the rights and obligations of the Parties under the Agreement. All provisions of the Agreement not modified by this Addendum shall remain in full effect and be fully enforceable.

**4. AUTHORIZATION.** The execution of this Addendum has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Addendum.

**5. EXECUTION IN COUNTERPARTS.** This Addendum may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

**IN WITNESS WHEREOF,** the Parties execute this Addendum to be effective as of the Effective Date.

**PTC COMMUNITY DEVELOPMENT DISTRICT**

Signed by:  
  
20ATC23F73E3430...  
Chairperson, Board of Supervisors

**STEADFAST CONTRACTORS ALLIANCE, LLC**

  
By: Chris Wallen  
Its: Director of Maintenance

**PTC**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION  
ITEMS D**

## CONTINUING PROFESSIONAL ENGINEERING SERVICES AGREEMENT

DATE

THIS AGREEMENT (“Agreement”) is made and entered into this SIXTH 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

**WATER RESOURCE ASSOCIATES, LLC**, a Florida limited liability company, with a mailing address of 12363 Hampton Park Boulevard, Tampa, Florida 33624 (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 pre-authorized 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 being 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<br>(including Contractual) | \$1,000,000/\$2,000,000 |
| Property Damage                          | \$1,000,000/\$2,000,000 |

|                                                    |                                                                      |
|----------------------------------------------------|----------------------------------------------------------------------|
| (including Contractual)<br>Automobile Liability    | Combined Single Limit \$1,000,000<br>Bodily Injury / Property Damage |
| Professional Liability for<br>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@cddlwyers.com

**B. If to Engineer:** Water Resource Associates, LLC  
12363 Hampton Park Boulevard  
Tampa, Florida 33624  
Attn: Joseph Cimino, P.E.  
jcimino@wraengineering.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:



26A7C23F73E3430

Chairperson / Vice Chairperson,  
Board of Supervisors

**WATER RESOURCE ASSOCIATES, LLC**

DocuSigned by:



9B191706E97D491

By: Joseph Cimino

Its: 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 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 \_\_\_\_\_, 2025 (“**Engineering 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 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.

APPROVED AND ACCEPTED

Sincerely,

PTC  
Community Development District

Water Resource Associates, LLC

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**  
**Hourly Fee Schedule**  
 (Effective through December 31, 2025)

**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**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**PTC  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
SEPTEMBER 30, 2025**

**PTC  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2025**

|                                                                       | General<br>Fund  | Debt<br>Service<br>Fund Series<br>2023A | Debt<br>Service<br>Fund Series<br>2023B | Capital<br>Projects<br>Fund<br>Series 2023A | Capital<br>Projects<br>Fund<br>Series 2023B | Total<br>Governmental<br>Funds |
|-----------------------------------------------------------------------|------------------|-----------------------------------------|-----------------------------------------|---------------------------------------------|---------------------------------------------|--------------------------------|
| <b>ASSETS</b>                                                         |                  |                                         |                                         |                                             |                                             |                                |
| Cash                                                                  | \$ 3,709         | \$ -                                    | \$ -                                    | \$ -                                        | \$ -                                        | \$ 3,709                       |
| Investments                                                           |                  |                                         |                                         |                                             |                                             |                                |
| Revenue                                                               | -                | 49,873                                  | 389,316                                 | -                                           | -                                           | 439,189                        |
| Reserve - encumbered                                                  | -                | 1,610,893                               | 2,597,765                               | -                                           | -                                           | 4,208,658                      |
| Reserve - available                                                   | -                | 842,684                                 | 1,175,569                               | -                                           | -                                           | 2,018,253                      |
| Prepayment                                                            | -                | 54,856                                  | 1,569,689                               | -                                           | -                                           | 1,624,545                      |
| Capitalized interest - encumbered                                     | -                | 897,425                                 | 1,343,496                               | -                                           | -                                           | 2,240,921                      |
| Capitalized interest - available                                      | -                | 233,139                                 | 250,971                                 | -                                           | -                                           | 484,110                        |
| Construction - available                                              | -                | -                                       | -                                       | 4,199,043                                   | 2,795,123                                   | 6,994,166                      |
| Cost of issuance                                                      | -                | 9,797                                   | 18,579                                  | -                                           | -                                           | 28,376                         |
| Retainage                                                             | -                | 16                                      | 24                                      | 4,475                                       | 6,629                                       | 11,144                         |
| Due from Landowner                                                    | 41,837           | -                                       | -                                       | -                                           | -                                           | 41,837                         |
| Due from capital projects fund 2023B                                  | -                | -                                       | -                                       | 339,458                                     | -                                           | 339,458                        |
| Utility deposit                                                       | 37,192           | -                                       | -                                       | -                                           | -                                           | 37,192                         |
| Total assets                                                          | <u>\$ 82,738</u> | <u>\$3,698,683</u>                      | <u>\$ 7,345,409</u>                     | <u>\$ 4,542,976</u>                         | <u>\$ 2,801,752</u>                         | <u>\$18,471,558</u>            |
| <b>LIABILITIES AND FUND BALANCES</b>                                  |                  |                                         |                                         |                                             |                                             |                                |
| Liabilities:                                                          |                  |                                         |                                         |                                             |                                             |                                |
| Accounts payable                                                      | \$ 39,214        | \$ -                                    | \$ -                                    | \$ -                                        | \$ -                                        | \$ 39,214                      |
| Contracts payable                                                     | -                | -                                       | -                                       | 599,628                                     | -                                           | 599,628                        |
| Retainage payable                                                     | -                | -                                       | -                                       | 193,474                                     | 254,495                                     | 447,969                        |
| Tax payable                                                           | 306              | -                                       | -                                       | -                                           | -                                           | 306                            |
| Due to capital projects fund 2023A                                    | -                | -                                       | -                                       | -                                           | 339,458                                     | 339,458                        |
| Landowner advance                                                     | 6,000            | -                                       | -                                       | -                                           | -                                           | 6,000                          |
| Total liabilities                                                     | <u>45,520</u>    | <u>-</u>                                | <u>-</u>                                | <u>793,102</u>                              | <u>593,953</u>                              | <u>1,432,575</u>               |
| <b>DEFERRED INFLOWS OF RESOURCES</b>                                  |                  |                                         |                                         |                                             |                                             |                                |
| Deferred receipts                                                     | 12,118           | -                                       | -                                       | -                                           | -                                           | 12,118                         |
| Total deferred inflows of resources                                   | <u>12,118</u>    | <u>-</u>                                | <u>-</u>                                | <u>-</u>                                    | <u>-</u>                                    | <u>12,118</u>                  |
| Fund balances:                                                        |                  |                                         |                                         |                                             |                                             |                                |
| Restricted for:                                                       |                  |                                         |                                         |                                             |                                             |                                |
| Debt service                                                          | -                | 3,698,683                               | 7,345,409                               | -                                           | -                                           | 11,044,092                     |
| Capital projects                                                      | -                | -                                       | -                                       | 3,749,874                                   | 2,207,799                                   | 5,957,673                      |
| Unassigned                                                            | 25,100           | -                                       | -                                       | -                                           | -                                           | 25,100                         |
| Total fund balances                                                   | <u>25,100</u>    | <u>3,698,683</u>                        | <u>7,345,409</u>                        | <u>3,749,874</u>                            | <u>2,207,799</u>                            | <u>17,026,865</u>              |
| Total liabilities, deferred inflows of resources<br>and fund balances | <u>\$ 82,738</u> | <u>\$3,698,683</u>                      | <u>\$ 7,345,409</u>                     | <u>\$ 4,542,976</u>                         | <u>\$ 2,801,752</u>                         | <u>\$18,471,558</u>            |

**PTC  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2025**

|                                          | Current<br>Month | Year to<br>Date | Budget         | % of<br>Budget |
|------------------------------------------|------------------|-----------------|----------------|----------------|
| <b>REVENUES</b>                          |                  |                 |                |                |
| Landowner contribution                   | \$ 69,028        | \$ 231,624      | \$ 316,903     | 73%            |
| Total revenues                           | <u>69,028</u>    | <u>231,624</u>  | <u>316,903</u> |                |
| <b>EXPENDITURES</b>                      |                  |                 |                |                |
| <b>Professional &amp; administrative</b> |                  |                 |                |                |
| Supervisors                              | -                | 4,952           | 6,459          | 77%            |
| Management/admin/recording               | 4,000            | 48,000          | 48,000         | 100%           |
| Legal                                    | 10,070           | 38,670          | 25,000         | 155%           |
| Engineering                              | 197              | 1,746           | 2,000          | 87%            |
| Audit                                    | -                | 3,905           | 5,000          | 78%            |
| Arbitrage rebate calculation             | -                | -               | 500            | 0%             |
| Dissemination agent                      | 625              | 7,500           | 7,500          | 100%           |
| Trustee - 1st series                     | 9,353            | 9,353           | 5,500          | 170%           |
| DSF accounting - 1st series              | 458              | 5,500           | 5,500          | 100%           |
| Telephone                                | 17               | 200             | 200            | 100%           |
| Postage                                  | 26               | 360             | 500            | 72%            |
| Printing & binding                       | 42               | 500             | 500            | 100%           |
| Legal advertising                        | -                | 1,796           | 1,700          | 106%           |
| Annual special district fee              | 175              | 175             | 175            | 100%           |
| Insurance                                | -                | 5,408           | 5,800          | 93%            |
| Contingencies/bank charges               | 80               | 1,294           | 500            | 259%           |
| Website                                  |                  |                 |                |                |
| Hosting & maintenance                    | -                | 705             | 705            | 100%           |
| ADA compliance                           | -                | -               | 210            | 0%             |
| Total professional & administrative      | <u>25,043</u>    | <u>130,064</u>  | <u>115,749</u> |                |
| <b>Field Operations</b>                  |                  |                 |                |                |
| Management                               | -                | -               | 4,500          | 0%             |
| Landscape Maint.                         |                  |                 |                |                |
| Maintenance contract                     | 10,982           | 87,856          | 100,000        | 88%            |
| Plant replacement                        | -                | -               | 2,500          | 0%             |
| Annuals                                  | -                | -               | 2,000          | 0%             |
| Mulch                                    | -                | -               | 4,000          | 0%             |
| Irrigation repairs                       | -                | -               | 1,500          | 0%             |
| Aquatic maintenance:                     |                  |                 |                |                |
| Maintenance contract                     | 1,700            | 15,300          | 36,000         | 43%            |
| Lake/pond bank maintenance               | -                | -               | 2,500          | 0%             |
| Wetland mitigation buffer maintenance    | -                | -               | 5,000          | 0%             |
| Utility:                                 |                  |                 |                |                |
| Reclaimed domestic irrigation            | -                | -               | 7,800          | 0%             |
| Electric service                         | 2,771            | 8,674           | 4,200          | 207%           |
| Connection Fee                           | -                | 65              |                |                |
| Street lights - collector roads          | -                | -               | 12,434         | 0%             |
| Sidewalk repairs and maintenance         | -                | -               | 500            | 0%             |

**PTC  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2025**

|                                                              | Current<br>Month | Year to<br>Date  | Budget         | % of<br>Budget |
|--------------------------------------------------------------|------------------|------------------|----------------|----------------|
| Street sign repair & replacement                             | -                | -                | 1,200          | 0%             |
| Telephone fax & internet                                     | -                | -                | 1,020          | 0%             |
| Wildlife management services                                 | -                | -                | 2,500          | 0%             |
| Dog waste station supplies & service                         | -                | -                | 2,250          | 0%             |
| Power washing                                                | -                | -                | 1,250          | 0%             |
| Miscellaneous                                                | 360              | 360              | 10,000         | 4%             |
| Total field operations                                       | <u>15,813</u>    | <u>112,255</u>   | <u>201,154</u> |                |
| <b>Other fees &amp; charges</b>                              |                  |                  |                |                |
| Property appraiser/tax collector                             | -                | 150              | -              | N/A            |
| Total other fees & charges                                   | <u>-</u>         | <u>150</u>       | <u>-</u>       | N/A            |
| Total expenditures                                           | <u>40,856</u>    | <u>242,469</u>   | <u>316,903</u> |                |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 28,172           | (10,845)         | -              |                |
| Fund balances - beginning                                    | <u>(3,072)</u>   | <u>35,945</u>    | <u>-</u>       |                |
| Fund balances - ending                                       | <u>\$ 25,100</u> | <u>\$ 25,100</u> | <u>\$ -</u>    |                |



**PTC**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**STATEMENT OF REVENUES, EXPENDITURES,**  
**AND CHANGES IN FUND BALANCES**  
**DEBT SERVICE FUND SERIES 2023A**  
**FOR THE PERIOD ENDED SEPTEMBER 30, 2025**

|                                                              | Current<br>Month    | Year To<br>Date     | Budget              | % of<br>Budget |
|--------------------------------------------------------------|---------------------|---------------------|---------------------|----------------|
| <b>REVENUES</b>                                              |                     |                     |                     |                |
| Assessment levy: off-roll                                    | \$ -                | \$ -                | \$ 194,842          | 0%             |
| Interest                                                     | 12,543              | 138,307             | -                   | N/A            |
| Unrealized gain/(loss)                                       | -                   | 47,470              | -                   | N/A            |
| Total revenues                                               | <u>12,543</u>       | <u>185,777</u>      | <u>194,842</u>      |                |
| <b>EXPENDITURES</b>                                          |                     |                     |                     |                |
| <b>Debt service</b>                                          |                     |                     |                     |                |
| Prepayment                                                   | -                   | 60,000              | -                   | N/A            |
| Interest                                                     | -                   | 2,099,500           | 2,101,450           | 100%           |
| Total debt service                                           | <u>-</u>            | <u>2,159,500</u>    | <u>2,101,450</u>    |                |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 12,543              | (1,973,723)         | (1,906,608)         | 104%           |
| Fund balances - beginning                                    | <u>3,686,140</u>    | <u>5,672,406</u>    | <u>6,422,860</u>    |                |
| Fund balances - ending                                       | <u>\$ 3,698,683</u> | <u>\$ 3,698,683</u> | <u>\$ 4,516,252</u> |                |

**PTC  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2023B  
FOR THE PERIOD ENDED SEPTEMBER 30, 2025**

|                                                              | Current<br>Month    | Year To<br>Date     | Budget              | % of<br>Budget |
|--------------------------------------------------------------|---------------------|---------------------|---------------------|----------------|
| <b>REVENUES</b>                                              |                     |                     |                     |                |
| Assessment levy: off-roll                                    | \$ -                | \$ -                | \$ 262,926          | 0%             |
| Assessment prepayments                                       | -                   | 1,557,267           | -                   | N/A            |
| Interest                                                     | 23,355              | 215,973             | -                   | N/A            |
| Unrealized gain/(loss)                                       | -                   | 88,880              | -                   | N/A            |
| Total revenues                                               | <u>23,355</u>       | <u>1,862,120</u>    | <u>262,926</u>      |                |
| <b>EXPENDITURES</b>                                          |                     |                     |                     |                |
| <b>Debt service</b>                                          |                     |                     |                     |                |
| Prepayment                                                   | -                   | 2,225,000           | -                   | N/A            |
| Interest                                                     | -                   | 2,943,594           | 3,013,125           | 98%            |
| Total debt service                                           | <u>-</u>            | <u>5,168,594</u>    | <u>3,013,125</u>    |                |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 23,355              | (3,306,474)         | (2,750,199)         | 120%           |
| Fund balances - beginning                                    | 7,322,054           | 10,651,883          | 9,656,384           |                |
| Fund balances - ending                                       | <u>\$ 7,345,409</u> | <u>\$ 7,345,409</u> | <u>\$ 6,906,185</u> |                |

**PTC  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023A  
FOR THE PERIOD ENDED SEPTEMBER 30, 2025**

|                                                              | Current<br>Month           | Year To<br>Date            |
|--------------------------------------------------------------|----------------------------|----------------------------|
| <b>REVENUES</b>                                              |                            |                            |
| Interest                                                     | \$ 6,770                   | \$ 114,848                 |
| Misc. income                                                 | -                          | 1,949,152                  |
| Total revenues                                               | <u>6,770</u>               | <u>2,064,000</u>           |
| <b>EXPENDITURES</b>                                          |                            |                            |
| Construction costs                                           | <u>(232,909)</u>           | <u>4,151,484</u>           |
| Total expenditures                                           | <u>(232,909)</u>           | <u>4,151,484</u>           |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 239,679                    | (2,087,484)                |
| Fund balances - beginning                                    | 3,510,195                  | 5,837,358                  |
| Fund balances - ending                                       | <u><u>\$ 3,749,874</u></u> | <u><u>\$ 3,749,874</u></u> |

**PTC  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023B  
FOR THE PERIOD ENDED SEPTEMBER 30, 2025**

|                                                              | Current<br>Month    | Year To<br>Date     |
|--------------------------------------------------------------|---------------------|---------------------|
| <b>REVENUES</b>                                              |                     |                     |
| Interest                                                     | \$ 15,483           | \$ 408,120          |
| Total revenues                                               | <u>15,483</u>       | <u>408,120</u>      |
| <b>EXPENDITURES</b>                                          |                     |                     |
| Construction costs                                           | <u>972,493</u>      | <u>6,739,711</u>    |
| Total expenditures                                           | <u>972,493</u>      | <u>6,739,711</u>    |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | (957,010)           | (6,331,591)         |
| Fund balances - beginning                                    | <u>3,164,809</u>    | <u>8,539,390</u>    |
| Fund balances - ending                                       | <u>\$ 2,207,799</u> | <u>\$ 2,207,799</u> |

# **PTC**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**

**PTC**

**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**A**

**DRAFT**

**MINUTES OF MEETING  
PTC COMMUNITY DEVELOPMENT DISTRICT**

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.

**Present:**

|                               |                     |
|-------------------------------|---------------------|
| Michael Wolf                  | Chair               |
| Thatcher Brown                | Vice Chair          |
| Chase Collier (via telephone) | Assistant Secretary |
| Kelly Sinn                    | Assistant Secretary |
| John McKay                    | Assistant Secretary |

**Also present:**

|                 |                                    |
|-----------------|------------------------------------|
| Jordan Lansford | District Manager                   |
| Kristen Suit    | Wrathell, Hunt and Associates, LLC |
| Grace Rinaldi   | District Counsel                   |
| Doug South      | CH II Management, LLC              |

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Lansford called the meeting to order at 11:00 a.m. Supervisors Wolf, McKay, Brown and Sinn were present. Supervisor Collier was not present at roll call.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year  
2025/2026 Budget**

**A. Proof/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**

**On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, the Public Hearing was opened.**

Ms. Lansford presented Resolution 2025-11. She and Ms. Suit reviewed the Fiscal Year 2026 Assessment Summary Table and noted the Fiscal Year 2026 revenue figures are the same figures presented when setting the public hearing. There are no landowner contributions. The intent next fiscal year is to transfer the commercial platted off-roll assessments to on-roll assessments, once the vertical assets are constructed on the property.

No affected property owners or members of the public spoke.

**On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, the Public Hearing was closed.**

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

#### **FOURTH ORDER OF BUSINESS**

**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**

Ms. Lansford stated the Resolution in the electronic agenda is an updated version with the payment terms.

**On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, the Public Hearing was opened.**



Ms. Rinaldi presented Resolution 2025-12. Section 3B depicts the updated direct bill Assessment Schedule in relation to the Operations and Maintenance (O&M) Special Assessments and the Series 2023A and 2023B Debt Assessments.

Ms. Lansford stated Resolution 2025-12 was inclusive of the updated payment dates for the Debt Service assessments, being modified to "03/15/2026" for the bond payment due May 1 and "09/15/2026" for the bond payment due November 1. For O&M special assessments, 50% is due no later than December 1, 2025; with 25% due no later than February 1, 2026; and 25% due no later than May 1, 2026. For previously levied debt service special assessments, 57.59% of Series 2023A and 50% of Series 2023B are due no later than March 15, 2026 and 42.41% of Series 2023A and 50% of Series 2023B are due no later than September 15, 2026.

No affected property owners or members of the public spoke.

**On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, the Public Hearing was closed.**

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

#### **FIFTH ORDER OF BUSINESS**

#### **Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2024, Prepared by Berger, Toombs, Elam, Gaines & Frank**

Ms. Lansford presented the Audited Financial Report for the Fiscal Year Ended September 30, 2024 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

#### **A. Consideration of Resolution 2025-13, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024**

**On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, Resolution 2025-13, Hereby Accepting the Audited Annual Financial Report for Fiscal Year Ended September 30, 2024, was adopted.**

**SIXTH ORDER OF BUSINESS**

**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**

Ms. Rinaldo presented Resolution 2025-14, which amends Resolution 2025-10. This Resolution allows District Staff to enter into contract negotiations with additional firms, including Poulos & Bennett, LLC and NV5, Inc., related to Request for Qualifications (RFQ) and awarding the contract for Engineering Services to the other top rated firms that were determined at the last meeting. Mr. Wolf stated this action allows the Operations Team flexibility to obtain services deemed urgent, if one firm is unable to respond timely. Both firms were the next highest scored and ranked respondents for the RFQ. Water Resources Associates, LLC, the #1 ranked respondent, will be working on the retail portion of the development.

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

**SEVENTH ORDER OF BUSINESS**

**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**

Ms. Lansford stated that it will be necessary to authorize the Chair to approve the findings related to the 2025 Special Districts Goals and Objectives Performance Measures and Standards Reporting.

**On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, authorizing the Chair to approve the findings related to the 2025 Special Districts Goals and Objectives Performance Measures and Standards Reporting, was approved.**

Mr. Collier joined the meeting at 11:10 a.m., via telephone.

Mr. Collier stated the passcode to join the meeting via telephone is incorrect.

Ms. Lansford presented the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards.

**On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards, were approved.**

#### **EIGHTH ORDER OF BUSINESS**

**Discussion/Consideration: WREC  
Transmission Lines Through PTC CDD  
Conservation Easement**

#### **A. PTC CDD join or be Applicant of a SWFWMD Environmental Resource permit or Modifications**

Mr. South stated that the CDD will need to participate in the permit application with the Southwest Florida Water Management District (SWFWMD) to request vacating a portion of the conservation easement and approve a permit to allow WREC to encroach the easement to connect the powers lines needed to install the substation on Tract U that will provide power for the entire project. This is necessary since the Florida Department of Transportation (FDOT) denied all other requests. He is not sure if the SWFWMD will issue a new permit or modify the existing permit, since the original permit holders are no longer in business. WREC will pay all fees associated with this action, such as consultant fees, permit fees, mitigation fees, etc.

**On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, the authorizing the Chair to execute the SWFWMD Environmental Resource Permit or modification application, was approved.**

#### **B. WREC to Contract and Pay for Consultant Fees, Permit Fees, Mitigation Fees and any Loss of Land Use Fees to SWFWMD**

This item was discussed during item 8A.

#### **C. Reimbursement Agreement between PTC CDD & WREC (should it become necessary)**

Mr. South stated it appears that this Agreement is not necessary at this time, but he would like it to be available as an as needed item, should it become necessary.

**On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, the Reimbursement Agreement between the PTC CDD and WREC and authorizing the Chair to execute the Agreement, if it becomes necessary, was approved.**

## NINTH ORDER OF BUSINESS

## Ratification Items

- A. Phase 1 Work Product Acquisition #6
- B. Ardurra Grup, 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
- I. 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
- Universal Trax of South Florida, LLC Agreement for Construction Services for Hurricane Milton Lake Bank Erosion Repairs and Change order No. 1

On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, Ratification Items, Items 9A through 9F, as listed, were ratified.

## TENTH ORDER OF BUSINESS

## Acceptance of Unaudited Financial Statements as of July 31, 2025

On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, the Unaudited Financial Statements as of July 31, 2025, were accepted.

## ELEVENTH ORDER OF BUSINESS

## Approval of Minutes

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

On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, the November 5, 2024 Landowners' Meeting Minutes, March 28, 2025 Regular Meeting Minutes and the June 13, 2025 Special Meeting Minutes, all as presented, were approved.

- D. July 10, 2025 Continued Special Board Meeting

The following change was made:

Line 14: Insert "John McKay" and "Assistant Secretary"

**On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, the July 10, 2025 Continued Special Board Meeting Minutes, as amended, were approved.**

## **TWELFTH ORDER OF BUSINESS**

### **Staff Reports**

**A. District Counsel: Kilinski / Van Wyk PLLC**

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

There were no District Counsel or District Engineer reports.

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

Discussion ensued regarding distribution of the FY26 Property Insurance schedule, which is currently blank, and a request to notify Ms. Lansford and Ms. Suit of any infrastructure expected to come online so they can update the schedule and secure property insurance.

- **2 Registered Voters in District as of April 15, 2025**
- **NEXT MEETING DATE: September 26, 2025 at 5:00 PM**
- **QUORUM CHECK**

The September 26, 2025 meeting will be cancelled. Future meetings will be held as needed, at Sunrise of Pasco County, Inc., 12724 Smith Road, Dade City, Florida 33525.

## **THIRTEENTH ORDER OF BUSINESS**

### **Board Members' Comments/Requests**

There were no Board Members' comments or requests.

## **FOURTEENTH ORDER OF BUSINESS**

### **Public Comments**

No members of the public spoke.

## **FIFTEENTH ORDER OF BUSINESS**

### **Adjournment**

**On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, the meeting adjourned at 11:24 a.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

**PTC**

**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**B**

**DRAFT**

**MINUTES OF MEETING  
PTC COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the PTC Community Development District held a Special Meeting on October 3, 2025 at 11:00 a.m., at 12724 Smith Road, Dade City, Florida 33525.

**Present:**

|                               |                     |
|-------------------------------|---------------------|
| Thatcher Brown                | Vice Chair          |
| Chase Collier (via telephone) | Assistant Secretary |
| Kelly Sinn                    | Assistant Secretary |
| John McKay                    | Assistant Secretary |

**Also present:**

|                 |                             |
|-----------------|-----------------------------|
| Jordan Lansford | District Manager            |
| Grace Rinaldi   | District Counsel            |
| Doug South      | CH II Management, LLC       |
| Heather Meyer   | Clearview Land Design, P.L. |

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

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

Supervisors Sinn, Brown and McKay were present. Supervisor Collier attended via telephone. Mr. Wolf was absent.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Authorization of RFP for Paso Town Center  
Double Branch Parkway**

- **Project Manual**
- **Approval of Evaluation Criteria**

Ms. Rinaldi stated that the Project Manual is tailored to this specific project and similar to those in the past. The Request for Proposals (RFP) includes key dates, such as when the RFP



will be issued, when the Project Manual will be available, and the deadline to submit questions and a proposal.

Ms. Rinaldi discussed Resolution 2026-01, which approves the RFP, accompanying exhibits, RFP Notice, Instructions to the Proposers and the Evaluation Criteria.

Ms. Lansford listed the following key dates outlined in the RFP:

October 10, 2025 RFP Notice is issued.

October 14, 2025 at 2:30 PM RFP Project Manual available and Pre-Bid Meeting

November 12, 2025 at 5:00 PM Deadline for questions

November 18, 2025 at 2:00 PM Proposal submittal deadline and Public Bid Opening

Discussion ensued regarding the project location.

#### FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2026-01, Approving Request for Proposals Documents for the Pasco Town Center Double Branch Parkway Project; Providing a Severability Clause; and Providing an Effective Date**

Resolution 2026-01 was discussed during the Third Order of Business.

**On MOTION by Mr. Brown and seconded by Mr. McKay, with all in favor, Resolution 2026-01, Approving Request for Proposals Documents for the Pasco Town Center Double Branch Parkway Project; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

#### FIFTH ORDER OF BUSINESS

##### Ratification Items

**A. NVS, Inc. Continuing Professional Engineering Services Agreement**

**B. Poulos & Bennett, LLC Continuing Professional Engineering Services Agreement**

**C. PTC Boyette, LLC [McKendree Road Phase 1]**

**I. Acknowledgement of Assignment of Reimbursement Proceeds**

**II. Addendum to Acknowledgement of Assignment of Reimbursement Proceeds**

**On MOTION by Mr. Brown and seconded by Mr. McKay, with all in favor, Ratification Items 5A through 5C, as listed, were ratified.**

**SIXTH ORDER OF BUSINESS****Acceptance of Unaudited Financial  
Statements as of August 31, 2025**

**On MOTION by Mr. Brown and seconded by Ms. Sinn, with all in favor, the  
Unaudited Financial Statements as of August 31, 2025, were accepted.**

**SEVENTH ORDER OF BUSINESS****NEXT MEETING DATE: October 24, 2025 at  
11:00 AM****○ QUORUM CHECK**

Ms. Lansford stated that the October 24, 2025 and November 28, 2025 regular meetings will be cancelled, but a meeting will be held on November 21, 2025 at 11:00 a.m.

Mr. South will provide all RFP responses to District Management, via email. The deadline to submit is November 18, 2025. Ms. Lansford advised Mr. South that the RFP will be advertised in the Business Observer for the purposes of relaying that information to contractors.

**EIGHTH ORDER OF BUSINESS****Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**NINTH ORDER OF BUSINESS****Public Comments**

No members of the public spoke.

**TENTH ORDER OF BUSINESS****Adjournment**

**On MOTION by Mr. Brown and seconded by Ms. Sinn, with all in favor, the  
meeting adjourned at 11:10 a.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**PTC**

**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

| PTC COMMUNITY DEVELOPMENT DISTRICT                                                                                                                                                                                                                                  |                            |                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------|
|                                                                                                                                                                                                                                                                     |                            |                     |
| BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE                                                                                                                                                                                                         |                            |                     |
|                                                                                                                                                                                                                                                                     |                            |                     |
| LOCATION                                                                                                                                                                                                                                                            |                            |                     |
| 12724 Smith Road, Dade City, Florida 33525                                                                                                                                                                                                                          |                            |                     |
|                                                                                                                                                                                                                                                                     |                            |                     |
| DATE                                                                                                                                                                                                                                                                | POTENTIAL DISCUSSION/FOCUS | TIME                |
|                                                                                                                                                                                                                                                                     |                            |                     |
| October 3, 2025                                                                                                                                                                                                                                                     | Special Meeting            | 11:00 AM            |
|                                                                                                                                                                                                                                                                     |                            |                     |
| October 24, 2025 <b>CANCELED</b>                                                                                                                                                                                                                                    | <del>Regular Meeting</del> | <del>11:00 AM</del> |
|                                                                                                                                                                                                                                                                     |                            |                     |
| November 21, 2025                                                                                                                                                                                                                                                   | Special Meeting            | 11:00 AM            |
|                                                                                                                                                                                                                                                                     |                            |                     |
| November 28, 2025 <b>CANCELED</b>                                                                                                                                                                                                                                   | <del>Regular Meeting</del> | <del>5:00 PM</del>  |
|                                                                                                                                                                                                                                                                     |                            |                     |
| December 26, 2025                                                                                                                                                                                                                                                   | Regular Meeting            | 5:00 PM             |
|                                                                                                                                                                                                                                                                     |                            |                     |
| January 23, 2026                                                                                                                                                                                                                                                    | Regular Meeting            | 11:00 AM            |
|                                                                                                                                                                                                                                                                     |                            |                     |
| February 27, 2026                                                                                                                                                                                                                                                   | Regular Meeting            | 11:00 AM            |
|                                                                                                                                                                                                                                                                     |                            |                     |
| March 27, 2026                                                                                                                                                                                                                                                      | Regular Meeting            | 11:00 AM            |
|                                                                                                                                                                                                                                                                     |                            |                     |
| April 24, 2026                                                                                                                                                                                                                                                      | Regular Meeting            | 11:00 AM            |
|                                                                                                                                                                                                                                                                     |                            |                     |
| May 22, 2026                                                                                                                                                                                                                                                        | Regular Meeting            | 11:00 AM            |
|                                                                                                                                                                                                                                                                     |                            |                     |
| June 26, 2026                                                                                                                                                                                                                                                       | Regular Meeting            | 5:00 PM             |
|                                                                                                                                                                                                                                                                     |                            |                     |
| July 24, 2026                                                                                                                                                                                                                                                       | Regular Meeting            | 5:00 PM             |
|                                                                                                                                                                                                                                                                     |                            |                     |
| August 28, 2026                                                                                                                                                                                                                                                     | Regular Meeting            | 11:00 AM            |
|                                                                                                                                                                                                                                                                     |                            |                     |
| September 25, 2026                                                                                                                                                                                                                                                  | Regular Meeting            | 11:00 AM            |
|                                                                                                                                                                                                                                                                     |                            |                     |
| <i>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.</i> |                            |                     |