

PTC

**COMMUNITY DEVELOPMENT
DISTRICT**

May 8, 2024

**BOARD OF SUPERVISORS
REGULAR 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

May 1, 2024

Board of Supervisors
PTC Community Development District

Dear Board Members:

The Board of Supervisors of the PTC Community Development District will hold a Regular Meeting on May 8, 2024 at 11:00 a.m., at the 30435 Commerce Dr., Unit 105, San Antonio, Florida 33576. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2024-03, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2024-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
5. Consider Award of Phase 1C (McKendree Rd) Construction Contract
6. Ratification Items
 - A. Withlacoochee River Electric Cooperative, Inc. Agreement for Electric Service
 - B. Phase 1 Acquisition Package - Requisition Number 5
 - C. Allen & Company, Inc. Proposal for Land Surveying Services
 - D. Hillsborough River Mitigation Bank Ph 1 – State Mitigation Credit Purchase and Deposit Agreement & Deposit Invoice
 - E. Mortensen Engineering, Inc. Work Authorization Number 8 [Geotechnical Engineering Services]
7. Acceptance of Unaudited Financial Statements as of March 31, 2024
8. Approval of February 12, 2024 Special Meeting Minutes

ATTENDEES:

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

NOTE: Meeting Time

9. 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*
 - 3 Registered Voters in District as of April 15, 2024
 - UPCOMING MEETINGS
 - May 24, 2024 at 11:00 AM
 - June 28, 2024 at 11:00 AM
 - QUORUM CHECK

SEAT 1	MICHAEL WOLF	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	JEFF PORTER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	BOB TANKEL	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	CLIFTON FISCHER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	JACOB ESSMAN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

10. Board Members' Comments/Requests

11. Public Comments

12. Adjournment

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

Sincerely,



Kristen Suit
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 943 865 3730

PTC

COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PTC COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the PTC Community Development District (“**District**”) prior to June 15, 2024, the proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

SECTION 1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A**, is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

SECTION 2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: _____
HOUR: 11:00 a.m.
LOCATION: 30435 Commerce Drive, Unit 105
San Antonio, Florida 33576

SECTION 3. TRANSMITTAL OF PROPOSED BUDGETS TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least (sixty) 60 days prior to the hearing set above.

SECTION 4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least (forty-five) 45 days.

SECTION 5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8th day of May, 2024.

ATTEST:

PTC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2024/2025 Proposed Budget

Exhibit A: Fiscal Year 2024/2025 Proposed Budget

**PTC
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**PTC
COMMUNITY DEVELOPMENT DISTRICT
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**PTC
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024			Total Actual & Projected	Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024		
REVENUES					
Landowner contribution	\$ 110,599	25,088	82,761	107,849	\$ 316,903
Total revenues	<u>110,599</u>	<u>25,088</u>	<u>82,761</u>	<u>107,849</u>	<u>316,903</u>
EXPENDITURES					
Professional & administrative					
Supervisors	6,459	1,292	5,167	6,459	6,459
Management/admin/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	5,384	19,616	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,000	-	5,000	5,000	5,000
Arbitrage rebate calculation	500	-	-	-	500
Dissemination agent	1,000	-	1,000	1,000	7,500
Trustee - 1st series	5,500	-	-	-	5,500
DSF accounting - 1st series	5,500	2,750	2,750	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	158	342	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,700	401	1,299	1,700	1,700
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,200	-	5,200	5,800
Meeting room rental	1,650	258	1,392	1,650	-
Contingencies/bank charges	500	8	492	500	500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	<u>110,599</u>	<u>39,976</u>	<u>64,323</u>	<u>104,299</u>	<u>115,749</u>

**PTC
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
Field operations (shared)					
Management	-	-	-	-	4,500
Landscape maint.					
Maintenance contract	-	-	-	-	100,000
Plant replacement	-	-	-	-	2,500
Annuals	-	-	-	-	2,000
Mulch	-	-	-	-	4,000
Irrigation repairs	-	-	-	-	1,500
Aquatic maintenance					
Maintenance contract	-	-	-	-	36,000
Lake/pond bank maintenance	-	-	-	-	2,500
Wetland mitigation buffer maintenance	-	-	-	-	5,000
Utility					
Reclaimed domestic irrigation	-	-	-	-	7,800
Electric service	-	-	-	-	4,200
Street lights- collector roads	-	-	-	-	12,434
Sidewalk repairs & maintenance	-	-	-	-	500
Street sign repair & replacement	-	-	-	-	1,200
Telephone fax & internet	-	-	-	-	1,020
Wildlife management services	-	-	-	-	2,500
Dog waste station supplies & service	-	-	-	-	2,250
Power washing	-	-	-	-	1,250
Miscellaneous	-	-	-	-	10,000
Total field operations	-	-	-	-	201,154
Total expenditures	110,599	39,976	64,323	104,299	316,903
Excess/(deficiency) of revenues over/(under) expenditures	-	(14,888)	18,438	3,550	-
Fund balance - beginning (unaudited)	-	(3,550)	(18,438)	(3,550)	-
Unassigned	-	(18,438)	-	-	-
Fund balance - ending (projected)	\$ -	\$ (18,438)	\$ -	\$ -	\$ -

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

Expenditures

Professional & administrative

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

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

Expenditures (continued)

Field operations (shared)

Management	4,500
Inspection & reporting	
Landscape maint.	
Maintenance contract	100,000
4 cuts for 8 months + 2 cuts for 4 months = 40 cuts \$2500 each	
Plant replacement	2,500
Annuals	2,000
Mulch	4,000
Irrigation repairs	1,500
Aquatic maintenance	36,000
10 times @ \$300 each month	
Lake/pond bank maintenance	2,500
Erosion repairs	
Wetland mitigation buffer maintenance	5,000
\$800 monthly	
Reclaimed domestic irrigation	7,800
Electric service	4,200
1 light signage, 1 irrigation	
Street lights- collector roads	12,434
30 @ \$28.85 + 17 @ 24.35 plus 10%	
Sidewalk repairs & maintenance	500
Street sign repair & replacement	1,200
Telephone fax & internet	1,020
Wildlife management services	2,500
Dog waste station supplies & service	2,250
Power washing	1,250
Miscellaneous	10,000
Total expenditures	<u><u>\$ 316,903</u></u>

**PTC
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023A
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 194,842
Interest	-	38,436	-	38,436	-
Total revenues	-	38,436	-	38,436	194,842
EXPENDITURES					
Debt service					
Interest	-	472,826	-	472,826	2,101,450
Cost of issuance	-	6,929	-	6,929	-
Total debt service	-	479,755	-	479,755	2,101,450
Excess/(deficiency) of revenues over/(under) expenditures	-	(441,319)	-	(441,319)	(1,906,608)
Fund balance:					
Beginning fund balance (unaudited)	-	6,864,179	6,422,860	6,864,179	6,422,860
Ending fund balance (projected)	\$ -	\$ 6,422,860	\$ 6,422,860	\$ 6,422,860	\$ 4,516,252
Use of fund balance:					
Debt service reserve account balance (required)					(2,452,188)
Interest expense - November 1, 2025					(1,050,725)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 1,013,339</u>

**PTC
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023A AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance	
11/01/24			1,050,725.00	1,050,725.00	32,330,000.00	CAPI
05/01/25		6.500%	1,050,725.00	1,050,725.00	32,330,000.00	CAPI
11/01/25			1,050,725.00	1,050,725.00	32,330,000.00	CAPI
05/01/26	360,000.00	6.500%	1,050,725.00	1,410,725.00	31,970,000.00	
11/01/26			1,039,025.00	1,039,025.00	31,970,000.00	
05/01/27	385,000.00	6.500%	1,039,025.00	1,424,025.00	31,585,000.00	
11/01/27			1,026,512.50	1,026,512.50	31,585,000.00	
05/01/28	410,000.00	6.500%	1,026,512.50	1,436,512.50	31,175,000.00	
11/01/28			1,013,187.50	1,013,187.50	31,175,000.00	
05/01/29	440,000.00	6.500%	1,013,187.50	1,453,187.50	30,735,000.00	
11/01/29			998,887.50	998,887.50	30,735,000.00	
05/01/30	465,000.00	6.500%	998,887.50	1,463,887.50	30,270,000.00	
11/01/30			983,775.00	983,775.00	30,270,000.00	
05/01/31	500,000.00	6.500%	983,775.00	1,483,775.00	29,770,000.00	
11/01/31			967,525.00	967,525.00	29,770,000.00	
05/01/32	530,000.00	6.500%	967,525.00	1,497,525.00	29,240,000.00	
11/01/32			950,300.00	950,300.00	29,240,000.00	
05/01/33	565,000.00	6.500%	950,300.00	1,515,300.00	28,675,000.00	
11/01/33			931,937.50	931,937.50	28,675,000.00	
05/01/34	605,000.00	6.500%	931,937.50	1,536,937.50	28,070,000.00	
11/01/34			912,275.00	912,275.00	28,070,000.00	
05/01/35	645,000.00	6.500%	912,275.00	1,557,275.00	27,425,000.00	
11/01/35			891,312.50	891,312.50	27,425,000.00	
05/01/36	690,000.00	6.500%	891,312.50	1,581,312.50	26,735,000.00	
11/01/36			868,887.50	868,887.50	26,735,000.00	
05/01/37	735,000.00	6.500%	868,887.50	1,603,887.50	26,000,000.00	
11/01/37			845,000.00	845,000.00	26,000,000.00	
05/01/38	785,000.00	6.500%	845,000.00	1,630,000.00	25,215,000.00	
11/01/38			819,487.50	819,487.50	25,215,000.00	
05/01/39	840,000.00	6.500%	819,487.50	1,659,487.50	24,375,000.00	
11/01/39			792,187.50	792,187.50	24,375,000.00	
05/01/40	895,000.00	6.500%	792,187.50	1,687,187.50	23,480,000.00	
11/01/40			763,100.00	763,100.00	23,480,000.00	
05/01/41	955,000.00	6.500%	763,100.00	1,718,100.00	22,525,000.00	
11/01/41			732,062.50	732,062.50	22,525,000.00	
05/01/42	1,020,000.00	6.500%	732,062.50	1,752,062.50	21,505,000.00	
11/01/42			698,912.50	698,912.50	21,505,000.00	
05/01/43	1,085,000.00	6.500%	698,912.50	1,783,912.50	20,420,000.00	
11/01/43			663,650.00	663,650.00	20,420,000.00	
05/01/44	1,160,000.00	6.500%	663,650.00	1,823,650.00	19,260,000.00	
11/01/44			625,950.00	625,950.00	19,260,000.00	
05/01/45	1,240,000.00	6.500%	625,950.00	1,865,950.00	18,020,000.00	
11/01/45			585,650.00	585,650.00	18,020,000.00	
05/01/46	1,320,000.00	6.500%	585,650.00	1,905,650.00	16,700,000.00	
11/01/46			542,750.00	542,750.00	16,700,000.00	
05/01/47	1,410,000.00	6.500%	542,750.00	1,952,750.00	15,290,000.00	
11/01/47			496,925.00	496,925.00	15,290,000.00	

**PTC
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023A AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
05/01/48	1,505,000.00	6.500%	496,925.00	2,001,925.00	13,785,000.00
11/01/48			448,012.50	448,012.50	13,785,000.00
05/01/49	1,605,000.00	6.500%	448,012.50	2,053,012.50	12,180,000.00
11/01/49			395,850.00	395,850.00	12,180,000.00
05/01/50	1,715,000.00	6.500%	395,850.00	2,110,850.00	10,465,000.00
11/01/50			340,112.50	340,112.50	10,465,000.00
05/01/51	1,830,000.00	6.500%	340,112.50	2,170,112.50	8,635,000.00
11/01/51			280,637.50	280,637.50	8,635,000.00
05/01/52	1,950,000.00	6.500%	280,637.50	2,230,637.50	6,685,000.00
11/01/52			217,262.50	217,262.50	6,685,000.00
05/01/53	2,085,000.00	6.500%	217,262.50	2,302,262.50	4,600,000.00
11/01/53			149,500.00	149,500.00	4,600,000.00
05/01/54	2,225,000.00	6.500%	149,500.00	2,374,500.00	2,375,000.00
11/01/54			77,187.50	77,187.50	2,375,000.00
05/01/55	2,375,000.00	6.500%	77,187.50	2,452,187.50	-
11/01/55			-	-	-
Total	32,330,000.00		44,318,625.00	76,648,625.00	

**PTC
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023B
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 262,926
Interest	-	59,663	-	59,663	-
Total revenues	-	59,663	-	59,663	262,926
EXPENDITURES					
Debt service					
Interest	-	677,953	-	677,953	3,013,125
Cost of issuance	-	6,671	-	6,671	-
Total debt service	-	684,624	-	684,624	3,013,125
Excess/(deficiency) of revenues over/(under) expenditures	-	(624,961)	-	(624,961)	(2,750,199)
Fund balance:					
Beginning fund balance (unaudited)	-	10,281,345	9,656,384	10,281,345	9,656,384
Ending fund balance (projected)	\$ -	\$ 9,656,384	\$ 9,656,384	\$ 9,656,384	\$ 6,906,185
Use of fund balance:					
Debt service reserve account balance (required)					(3,953,125)
Interest expense - November 1, 2025					(1,506,563)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 1,446,497</u>

**PTC
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023B AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance	
11/01/24			1,506,562.50	1,506,562.50	48,210,000.00	CAPI
05/01/25		6.250%	1,506,562.50	1,506,562.50	48,210,000.00	CAPI
11/01/25			1,506,562.50	1,506,562.50	48,210,000.00	CAPI
05/01/26		6.250%	1,506,562.50	1,506,562.50	48,210,000.00	
11/01/26			1,506,562.50	1,506,562.50	48,210,000.00	
05/01/27		6.250%	1,506,562.50	1,506,562.50	48,210,000.00	
11/01/27			1,506,562.50	1,506,562.50	48,210,000.00	
05/01/28		6.250%	1,506,562.50	1,506,562.50	48,210,000.00	
11/01/28			1,506,562.50	1,506,562.50	48,210,000.00	
05/01/29		6.250%	1,506,562.50	1,506,562.50	48,210,000.00	
11/01/29			1,506,562.50	1,506,562.50	48,210,000.00	
05/01/30		6.250%	1,506,562.50	1,506,562.50	48,210,000.00	
11/01/30			1,506,562.50	1,506,562.50	48,210,000.00	
05/01/31		6.250%	1,506,562.50	1,506,562.50	48,210,000.00	
11/01/31			1,506,562.50	1,506,562.50	48,210,000.00	
05/01/32		6.250%	1,506,562.50	1,506,562.50	48,210,000.00	
11/01/32			1,506,562.50	1,506,562.50	48,210,000.00	
05/01/33	970,000.00	6.250%	1,506,562.50	2,476,562.50	47,240,000.00	
11/01/33			1,476,250.00	1,476,250.00	47,240,000.00	
05/01/34	1,030,000.00	6.250%	1,476,250.00	2,506,250.00	46,210,000.00	
11/01/34			1,444,062.50	1,444,062.50	46,210,000.00	
05/01/35	1,095,000.00	6.250%	1,444,062.50	2,539,062.50	45,115,000.00	
11/01/35			1,409,843.75	1,409,843.75	45,115,000.00	
05/01/36	1,170,000.00	6.250%	1,409,843.75	2,579,843.75	43,945,000.00	
11/01/36			1,373,281.25	1,373,281.25	43,945,000.00	
05/01/37	1,245,000.00	6.250%	1,373,281.25	2,618,281.25	42,700,000.00	
11/01/37			1,334,375.00	1,334,375.00	42,700,000.00	
05/01/38	1,325,000.00	6.250%	1,334,375.00	2,659,375.00	41,375,000.00	
11/01/38			1,292,968.75	1,292,968.75	41,375,000.00	
05/01/39	1,410,000.00	6.250%	1,292,968.75	2,702,968.75	39,965,000.00	
11/01/39			1,248,906.25	1,248,906.25	39,965,000.00	
05/01/40	1,500,000.00	6.250%	1,248,906.25	2,748,906.25	38,465,000.00	
11/01/40			1,202,031.25	1,202,031.25	38,465,000.00	
05/01/41	1,595,000.00	6.250%	1,202,031.25	2,797,031.25	36,870,000.00	
11/01/41			1,152,187.50	1,152,187.50	36,870,000.00	
05/01/42	1,700,000.00	6.250%	1,152,187.50	2,852,187.50	35,170,000.00	
11/01/42			1,099,062.50	1,099,062.50	35,170,000.00	
05/01/43	1,810,000.00	6.250%	1,099,062.50	2,909,062.50	33,360,000.00	
11/01/43			1,042,500.00	1,042,500.00	33,360,000.00	
05/01/44	1,925,000.00	6.250%	1,042,500.00	2,967,500.00	31,435,000.00	
11/01/44			982,343.75	982,343.75	31,435,000.00	
05/01/45	2,050,000.00	6.250%	982,343.75	3,032,343.75	29,385,000.00	
11/01/45			918,281.25	918,281.25	29,385,000.00	
05/01/46	2,180,000.00	6.250%	918,281.25	3,098,281.25	27,205,000.00	
11/01/46			850,156.25	850,156.25	27,205,000.00	
05/01/47	2,325,000.00	6.250%	850,156.25	3,175,156.25	24,880,000.00	
11/01/47			777,500.00	777,500.00	24,880,000.00	

**PTC
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023B AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
05/01/48	2,475,000.00	6.250%	777,500.00	3,252,500.00	22,405,000.00
11/01/48			700,156.25	700,156.25	22,405,000.00
05/01/49	2,635,000.00	6.250%	700,156.25	3,335,156.25	19,770,000.00
11/01/49			617,812.50	617,812.50	19,770,000.00
05/01/50	2,800,000.00	6.250%	617,812.50	3,417,812.50	16,970,000.00
11/01/50			530,312.50	530,312.50	16,970,000.00
05/01/51	2,985,000.00	6.250%	530,312.50	3,515,312.50	13,985,000.00
11/01/51			437,031.25	437,031.25	13,985,000.00
05/01/52	3,175,000.00	6.250%	437,031.25	3,612,031.25	10,810,000.00
11/01/52			337,812.50	337,812.50	10,810,000.00
05/01/53	3,380,000.00	6.250%	337,812.50	3,717,812.50	7,430,000.00
11/01/53			232,187.50	232,187.50	7,430,000.00
05/01/54	3,600,000.00	6.250%	232,187.50	3,832,187.50	3,830,000.00
11/01/54			119,687.50	119,687.50	3,830,000.00
05/01/55	3,830,000.00	6.250%	119,687.50	3,949,687.50	-
11/01/55			-	-	-
Total	48,210,000.00		68,275,625.00	116,485,625.00	

PTC

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2024-04

A RESOLUTION OF THE PTC COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (“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 the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2024/2025 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Pasco County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8th day of May, 2024.

Attest:

PTC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

PTC COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>30435 Commerce Dr., Unit 105, San Antonio, Florida 33576</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 25, 2024	Regular Meeting	___:___ AM/PM
November 5, 2024	Landowners' Meeting	10:00 AM
November 22, 2024	Regular Meeting	___:___ AM/PM
December __, 2024*	Regular Meeting	___:___ AM/PM
January 24, 2025	Regular Meeting	___:___ AM/PM
February 28, 2025	Regular Meeting	___:___ AM/PM
March 28, 2025	Regular Meeting	___:___ AM/PM
April 25, 2025	Regular Meeting	___:___ AM/PM
May 23, 2025	Regular Meeting	___:___ AM/PM
June 27, 2025	Regular Meeting	___:___ AM/PM
July 25, 2025	Regular Meeting	___:___ AM/PM
August 22, 2025	Regular Meeting	___:___ AM/PM
September 26, 2025	Regular Meeting	___:___ AM/PM
<p><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></p>		

***Exception**

The December meeting date is two days following the Christmas Day holiday.

PTC

COMMUNITY DEVELOPMENT DISTRICT

5

CH II, Management, LLC

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

May 1, 2024

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

Attn: Kristen Suit, District Manager

Re: CH II Management, LLC Recommendation to PTC CDD for award of construction contract for
McKendree Rd Improvements including the SR 52 Intersection Improvements.

Dear Kristen,

Please accept this letter as a recommendation by CH II Management, LLC to the PTC CDD for award of a construction contract for the McKendree Rd. Improvements to include the SR 52 Intersection Improvements. This recommendation is provided pursuant to the direction provided by District Counsel in consultation with Pasco County to procure additional proposals after the statutorily required bid process resulted in only one proposal from Phillips & Jordan, Inc. that was subsequently deemed unresponsive. The statutorily required bid process was publicly advertised on November 5, 2023, and released at the pre-bid meeting on November 14, 2023, with proposal due date of January 18, 2024.

CH II Management, LLC solicited two additional proposals from two firms that did attend the mandatory pre-bid meeting but failed to provide a proposal on January 18, 2024. These two firms, Watson Civil Construction, Inc. and Ripa & Associates, LLC were selected as most likely to provide a competitive proposal and successfully complete the improvements due to past firsthand experience in the Tampa market with these firms.

Watson Civil Construction, Inc. and Ripa & Associates, LLC were instructed to provide a detailed proposal only, at this time, for consideration based on all the bid documents they previously received for the statutorily required bid process. In addition, the two firms were notified that after the initial proposal was received there would be a second opportunity to present a revised proposal that could include any value engineering deemed acceptable by the District Engineer including a potential phasing plan that would route traffic through Pasco Town Center at Setter Palm allowing a large section of McKendree Rd. to be closed off to traffic if allowed by authorities having jurisdiction. Phillips and Jordan, Inc. was also invited to participate in the second opportunity value engineering and/or phasing plan revised proposal process to procure three final competitive proposals for consideration. All final proposals have been received as of April 18, 2024.

The results of the three proposals based on all original bid documents are as follows including the McKendree Rd. Improvements, the SR 52 Intersection Improvements and Alternate # 2 – SR 52 Traffic Signal Improvements:

CH II, Management, LLC

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

1. \$ 14,246,743.53 – Phillips & Jordan, Inc. (proposal received on January 18, 2024).
2. \$ 13,775,406.35 – Watson Civil Construction, Inc.
3. \$ 11,574,202.00 – Ripa & Associates, LLC

Note there are some adjustments from the actual proposals in two of the above numbers to make comparison equal as follows:

- \$ 75K was added to Ripa & Associates, LLC to upgrade storm pipe material to RCP from HP.
- \$ 523K was added to Watson Civil Construction, Inc. to add landscape/irrigation, staking & layout, and performance bond. The numbers were added at comparative costs of other proposals as there was some unresponsiveness finalizing a complete comparative proposal. In addition, the Watson Civil Construction, Inc. Traffic Signal Improvements are approximately half the cost of the other two proposals based on 60% plans and it is reasonable to think at 100% plans an additional \$ 475K will need to be added making their final cost \$ 14,250,406.35. This assumption is further confirmed based on recent known costs of the SR 52 and Pasco Rd. Traffic Signal Improvements.

The second opportunity value engineering and/or phasing plan process produced the following results:

1. Phillips & Jordan, Inc. – deduct (\$ 500,000.00) for phasing plan construction. The following additional adjustments were also made:
 - a. Add \$ 46,000.00 for (4) light pole relocations excluded in final proposal.
 - b. Add \$ 100,000.00 for price escalation clause per e-mail estimate.
2. Watson Civil Construction, Inc. – deduct (\$ 741,978.00) for phasing plan construction.
3. Ripa & Associates, LLC – deduct (\$ 0.00) for phasing plan construction. The following additional adjustments were also made:
 - a. Add \$ 45,000.00 firm cap in proposal for price escalation.
 - b. Deduct (\$ 39,200.00) if SR 52 Intersection Improvements and Traffic Signal Improvements are contracted and constructed concurrently.

Based on all the above analysis, CH II Management, LLC believes a true comparative final cost for each proposal is as follows:

1. \$ 13,892,743.53 – Phillips & Jordan, Inc. (365 days substantial completion for roadway.)
2. \$ 13,508,428.39 – Watson Civil Construction, Inc.
3. \$ 11,580,002.00 – Ripa & Associates, LLC. (352 days substantial completion for roadway.)

CH II Management, LLC recommends contract award to Ripa & Associates, LLC pending submittals of all additional requested information recommended by District Counsel such as affidavits, schedules, qualification narratives and statements that were to be submitted with the statutorily required bid process. In addition, the above information was presented to the District Engineer on April 22, 2024, and the District Engineer concurs with the award recommendation.

Sincerely,
Doug South
VP Operations - Florida

Doug South
Digitally signed by Doug South
DN: cn=Doug South,
o=CH II Management, LLC,
ou=CH II Management,
llc, cn=Doug South,
Date: 2024.05.01
19:45:36 -04'00'

PTC CDD McKendree Rd Improvements Proposal Analysis

DESCRIPTION	P&J	WATSON	RIPA
MCKENDREE - TOTAL	\$ 10,569,267.33	\$ 11,444,964.51	\$ 8,400,064.00
General Conditions & EW	\$2,748,495.79	\$ 3,545,934.15	\$ 1,910,629.00
Storm Water	\$1,824,601.21	\$ 1,456,164.00	\$ 1,229,370.00
Water	\$811,505.77	\$ 1,013,564.00	\$ 843,494.00
Force Main Sewer	\$796,548.94	\$ 905,056.00	\$ 719,868.00
Reclaimed Water	\$525,977.43	\$ 810,000.00	\$ 509,600.00
Roadway	\$2,024,867.57	\$ 1,598,115.75	\$ 2,188,235.75
Paved Shoulder	\$1,575,647.41	\$ 2,116,130.61	\$ 998,867.25
Landscape	\$103,720.71	\$ -	\$ -
Irrigation	\$157,902.50	\$ -	\$ -
SR 52/MCKENDREE TOTAL	\$ 2,277,476.20	\$ 1,022,121.54	\$ 1,529,138.00
General Conditions & EW	\$621,753.84	\$ 182,512.59	\$ 533,600.00
Storm Water	\$181,737.04	\$ 72,882.00	\$ 121,370.00
Water	\$59,168.19	\$ -	\$ 20,000.00
Force Main Sewer	\$280,752.11	\$ -	\$ -
Paving, Curb & Sidewalk	\$1,134,065.02	\$ 766,726.95	\$ 854,168.00
SIGNALIZATION	\$ 1,400,000.00	\$ 784,913.95	\$ 1,260,000.00
TOTAL	\$ 14,246,743.53	\$ 13,252,000.00	\$ 11,189,202.00
ADJUSTMENTS			
Landscape & Irrigation	\$0.00	\$200,000.00	\$121,000.00
Layout & staking McKendree	\$0.00	\$125,000.00	\$0.00
Layout & staking SR 52	\$0.00	\$48,500.00	\$0.00
Traffic Signalization True Up		\$475,000.00	
Add RCP in lieu HDPE	\$0.00	\$0.00	\$75,000.00
P & P Bond	\$0.00	\$149,906.39	\$189,000.00
TOTALS with Adjustments	\$ 14,246,743.53	\$ 14,250,406.39	\$ 11,574,202.00
VE Deduct for Phasing Plan	-\$500,000.00	-\$741,978.00	\$0.00
VE - If Signal/Intersctn Concurnt	\$0.00	\$0.00	-\$39,200.00
Light Pole Relo Exclusion	\$46,000.00	\$0.00	\$0.00
Price Escalation Clauses ALLOW	\$100,000.00	\$0.00	\$45,000.00
CONTRACT TOTAL w VE & Adj	\$ 13,892,743.53	\$ 13,508,428.39	\$ 11,580,002.00

PTC

COMMUNITY DEVELOPMENT DISTRICT

6A

AGREEMENT FOR ELECTRIC SERVICE

WHEREAS, Withlacoochee River Electric Cooperative, Inc., (the Utility) owns and operates an electric distribution system in Pasco, Hernando, Citrus, Sumter and Polk Counties, Florida in which [PTC CDD c/o WHA] (the Applicant) owns a real property development to be known as [Double Branch (Pasco Town Center)] (the Development), on which the Applicant has constructed or proposes to construct certain improvements; and WHEREAS, the Utility desires to cooperate with the Applicant and to install an electric distribution system for the Development. NOW THEREFORE, in consideration of the premises and of the mutual agreement hereinafter set forth, the parties hereby agree as follows:

- 1. Upon compliance by the Applicant with all of the provisions of the CIAC Letter Of Agreement between the parties and any subsequent system designs, in a manner acceptable to the Utility, the Utility shall install, operate, and maintain an electric distribution system consisting of facilities and related equipment for providing electric service in accordance with the CIAC Letter Of Agreement between the parties and any subsequent utility system designs. Facilities will be provided for single phase service only, except as otherwise indicated. In the event a street lighting system is proposed, the applicant hereby agrees to comply with the applicable sections of the Utilities Service Rules and Regulations.
2. The Applicant agrees to pay to the Utility the charges set forth in the CIAC Letter of Agreement to aid in the construction of the distribution system, which amount is to be paid before construction by the Utility commences.
3. In the event the Applicant makes or causes to be made, any changes in the installed distribution system, the Applicant agrees to pay the Utility all additional costs incurred by it as a result of such changes. The Applicant further agrees to pay the Utility for any damages to its equipment or facilities caused by the Applicant, its employees, agents, or subcontractors.
4. The Applicant agrees to convey to the Utility, without cost, all easement rights, including ingress and egress, necessary and convenient to the Utility for the purpose of constructing, operating, maintaining, and removing the distribution system.
5. The Applicant shall provide service entrance facilities in accordance with the Utility's design and Service Rules and Regulations.
6. Nothing in this Agreement shall be construed to have the effect of vesting in the Applicant any right, title, or interest in or to any distribution facilities, all of which shall be and remain the exclusive property of the Utility.
7. Agreement is subject to the terms and charges set forth in the Utilities Service Rules and Regulations and contingent upon any applicable changes approved or directed by the Florida Public Service Commission to the Rules and Regulations or the Rate Schedules contained in the Utility's tariff. No other changes to this agreement shall be effective unless agreed to in writing.
8. This Agreement incorporates all prior agreements between the Applicant and the Utility concerning the subject development and all other representations or understandings not set forth herein are superseded and ineffective.

PTC CDD

Developer
A local unit of special-purpose government

Withlacoochee River Electric Cooperative, Inc

By: [Signature]

By: [Signature]

Title: CHAIRMAN

Title: Engineering Supervisor

Date: 2/12/2024

Date: 2-13-2024

PTC

COMMUNITY DEVELOPMENT DISTRICT

6B

**PTC COMMUNITY
DEVELOPMENT DISTRICT**

PHASE 1 PROJECT

**Work Product
Series 2023 Bonds
April 4, 2024**

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

STATE OF INDIANA
COUNTY OF VANDERBURGH

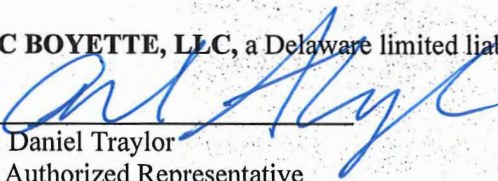
I, Daniel Traylor, of PTC Boyette, LLC (“**Landowner**”), being first duly sworn, do hereby state for my affidavit as follows:

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

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

Executed this 12th day of April 2024.

PTC BOYETTE, LLC, a Delaware limited liability company


By: Daniel Traylor
Its: Authorized Representative

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 12th day of April 2024, by Daniel Traylor, Authorized Representative of PTC Boyette, LLC, who is personally known to me ~~or~~ produced as identification.

(NOTARY SEAL)




Notary Public Signature

Ashley L. Shake
(Name typed, printed or stamped)
Notary Public, State of Indiana
Commission No. 735962
My Commission Expires: 09/02/2029

EXHIBIT A: Description of Work Product

PTC CDD consultant costs based on cost report dated 2024-02-29

Fees			
91923	Ph 1B Commitment Fee	\$ 2,836.00	PASCOCO
091923 A	Ph 1B FDEP Fee	\$ 1,150.00	PASCOCO
11724	McKendree Rd 1st Ext FDEP Fee	\$ 1,150.00	PASCOCO
11724 A	McKendree Rd 1st Ext Commitment Fee	\$ 1,185.00	PASCOCO
		\$ 6,321.00	
	Legal		
629/478080	McKendree infrastructure cost sharing agreement	\$ 1,827.50	Johnson & Pope
12608	Pasco County permitting assistance	\$ 1,800.00	Wilhite
629/480111	Phase 1 Plat	\$ 18,183.00	Johnson & Pope
629/480105	General Representation on EDA	\$ 545.00	Johnson & Pope
629/482400	Phase 1 Plat (50%)	\$ 899.25	Johnson & Pope
629/483865	Phase 1 Plat (50%)	\$ 463.25	Johnson & Pope
629/485237	Phase 1 Plat (50%)	\$ 3,205.75	Johnson & Pope
		\$ 26,923.75	
	Envlormental		
1992	McKendree permitting and mitigation	\$ 2,600.00	PACSCON
	<i>Subtotal</i>	\$ 2,600.00	
	Survey		
2021064231	McKendree Topo Survey	\$ 6,000.00	Allen
2021064232	McKendree topo cross sections	\$ 1,500.00	Allen
23299	boundary survey (50%)	\$ 6,250.00	Amerritt
23331	boundary survey (50%)	\$ 3,000.00	Amerritt
23332	legal SODs for Castro	\$ 4,065.00	Amerritt
23363	prepare plat (50%)	\$ 1,500.00	Amerritt
23364	legal SODs for Castro	\$ 1,150.00	Amerritt
23389	prepare plat (50%)	\$ 8,500.00	Amerritt
	<i>Subtotal</i>	\$ 31,965.00	
	Planning & Engineering		
11492	Master Planning	\$ 2,220.00	Catalyst
2305839	Tradeway/McKendree plans and gen consulting	\$ 23,447.22	Clearview
56146	PH 1 MG, McKendree, Tradeway and LA plans	\$ 12,500.00	Lincks
56148	Pasco County Application Fees	\$ 223.30	Lincks
56301	Access management analysis	\$ 10,000.00	Lincks
56303	Access management analysis	\$ 6,500.00	Lincks
56302	Project status meeting	\$ 220.00	Lincks
2306140	PH 1 MG, McKendree, Tradeway and LA plans	\$ 23,736.93	Clearview
11727	Master Planning	\$ 8,470.00	Catalyst
11967	Master Planning and base design	\$ 10,150.00	Catalyst
2306465	PH 1 MG, McKendree, Tradeway and LA plans	\$ 26,485.03	Clearview
12167	Master Planning	\$ 4,125.00	Catalyst
2410182	McKendree and LA plans	\$ 15,682.50	Clearview
56499	Roadway and signal plans and permitting	\$ 4,940.00	Lincks
	<i>Subtotal</i>	\$ 148,699.98	
	Total	\$ 216,509.73	

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

THIS LANDOWNER ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ___ day of April 2024, by Daniel Traylor of **PTC BOYETTE, LLC**, with offices located at 3879 Maple Avenue, Suite 300, Dallas, Texas 74219 (“Landowner”), in favor of the **PTC COMMUNITY DEVELOPMENT DISTRICT** (“District”), a local unit of special-purpose government situated in Pasco County, Florida, with offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES. Landowner has contracted for the development of certain plans, designs, permits and other work product (the “Work Product”) as more generally described in the attached **Exhibit A**.

SECTION 2. CONTRACT RIGHTS. Landowner hereby expressly acknowledges the District’s right to enforce the terms of all agreements under which Work Product was completed, including but not limited to any warranties, contract rights and remedies, standard of care provisions and other forms of indemnification provided therein and/or available under Florida law. Landowner agrees to cooperate in obtaining all releases, acknowledgments, and other documents the District requires from professionals who completed work necessary to produce the Work Product. In the event that such releases, acknowledgments, or other documents cannot be obtained, Landowner agrees to provide such additional warranties or assurances as the District may require.

SECTION 3. CERTIFICATE OF PAYMENT. Landowner hereby acknowledges that it has fully compensated all professionals or others performing work related to completion of the Work Product. Landowner further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product.

SECTION 4. PUBLIC RECORDS. Landowner acknowledges that all documents connected with the Work Product and acquisition thereof may be public records and treated as such in accordance with Florida law, and agrees to, upon request, produce such documentation, including but not limited to documentation of funds expended to complete the Work Product.

SECTION 5. EFFECTIVE DATE. This Landowner Acquisition and Warranty Acknowledgement shall take effect upon execution.

[Signature Page Follows]

ATTEST

PTC BOYETTE, LLC, a Delaware limited liability company

Ashley L. Shake

Ashley L. Shake
[print name]

Daniel Traylor
By: Daniel Traylor
Its: Authorized Representative

Annette M. Williams

Annette M. Williams
[print name]

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 12th day of April 2024, by Daniel Traylor, Authorized Representative of PTC Boyette, LLC who is personally known to me or who has produced as identification, and did or did not take the oath.

Ashley L. Shake

Notary Public, State of Indiana
Print Name: Ashley L. Shake
Commission No.: 735962
My Commission Expires: 09/02/2029

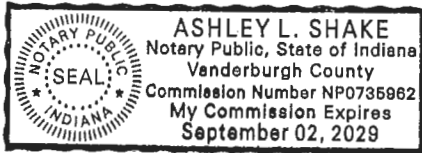


EXHIBIT A: Description of Work Product

PTC CDD consultant costs based on cost report dated 2024-02-29

Fees			
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		\$ 26,923.75	
	Enviornmental		
1992	McKendree permitting and mitigation	\$ 2,600.00	PACSCON
	<i>Subtotal</i>	\$ 2,600.00	
	Survey		
2021064231	McKendree Topo Survey	\$ 6,000.00	Allen
2021064232	McKendree topo cross sections	\$ 1,500.00	Allen
23299	boundary survey (50%)	\$ 6,250.00	Amerritt
23331	boundary survey (50%)	\$ 3,000.00	Amerritt
23332	legal SODs for Castro	\$ 4,065.00	Amerritt
23363	prepare plat (50%)	\$ 1,500.00	Amerritt
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23389	prepare plat (50%)	\$ 8,500.00	Amerritt
	<i>Subtotal</i>	\$ 31,965.00	
	Planning & Engineering		
11492	Master Planning	\$ 2,220.00	Catalyst
2305839	Tradeway/McKendree plans and gen consulting	\$ 23,447.22	Clearview
56146	PH 1 MG, McKendree, Tradeway and LA plans	\$ 12,500.00	Lincks
56148	Pasco County Application Fees	\$ 223.30	Lincks
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56302	Project status meeting	\$ 220.00	Lincks
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12167	Master Planning	\$ 4,125.00	Catalyst
2410182	McKendree and LA plans	\$ 15,682.50	Clearview
56499	Roadway and signal plans and permitting	\$ 4,940.00	Lincks
	<i>Subtotal</i>	\$ 148,699.98	
	Total	\$ 216,509.73	

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

This *Landowner Bill of Sale of Phase 1 Project Work Product* evidencing the conveyance of certain Work Product described herein is made to be effective the 12th day of April 2024, by **PTC Boyette, LLC** (“**Grantor**”), a Delaware limited liability company, whose address 3879 Maple Avenue, Suite 300, Dallas, Texas 74219, and to the **PTC Community Development District** (“**Grantee**”), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W Boca Raton, Florida 33431.

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

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

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

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

This instrument is subject to the following provisions:

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

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

b. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Work Product; (ii) the Work Product is free from any liens or encumbrances and Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Work Product; and (iv) Grantor will warrant and defend the sale of the Work Product hereby made unto Grantee against the lawful claims and demands of all persons whatsoever.

c. Grantor represents that, without independent investigation, it has no knowledge of any defects in the Work Product, and hereby assigns, transfers and conveys to Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification. That being the case, this conveyance is made on an "as is" basis, with no warranties whatsoever except as expressly stated herein, provided however, the Landowner shall provide any warranties required by Pasco County, Florida ("County"), but only to the extent that the Landowner is unable to transfer and/or assign sufficient warranties from applicable contractors.

d. By execution of this document, Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

e. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

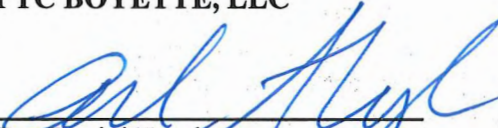
f. This instrument shall be governed by, and construed under, the laws of the State of Florida.

g. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

h. As consideration for the sale of the Work Product, and subject to (and without intending to alter) the provisions of that certain *Acquisition Agreement Between the PTC Community Development District and PTC Boyette LLC Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property*, among other applicable acquisition agreements related to future bond series, Grantee shall make payment for the cost of the Work Product up to the amounts set forth in **Exhibit A** from the proceeds of any applicable current or future series of bonds.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name this 12th day of April 2024.

PTC BOYETTE, LLC


By: Daniel Traylor
Its: Authorized Representative

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 12th day of April 2024, by Daniel Traylor, Authorized Representative of PTC Boyette, LLC, a Delaware limited liability company, on behalf of the company, (check one) who is personally known to me or who has produced a _____ as identification.

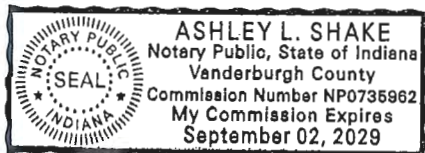




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	<i>Subtotal</i>	\$ 148,699.98	
	Total	\$ 216,509.73	

**DISTRICT ENGINEER’S CERTIFICATE OF
WORK PRODUCT ACQUISITION – PHASE 1 PROJECT
SERIES 2023 BONDS**

April __, 2024

Board of Supervisors
PTC Community Development District


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

Ladies and Gentlemen:

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

1. I have reviewed the Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Work Product is within the scope of the District’s Capital Improvement Plan as set forth in the District’s *Amended and Restated PTC Community Development District Master Engineer’s Report*, dated April 24, 2023, as supplemented by the *2023 Supplemental Engineer’s Report for the PTC Community Development District*, dated May 11, 2023, among other applicable reports related to the future bond series (together, the “**Engineer’s Report**”), and specially benefit property within the District.
3. Clearview further hereby acknowledges that the District is acquiring or has acquired the Work Product developed by Clearview and accordingly, the District has the unrestricted right to rely upon the work product for its intended use, including the right to rely on any and all warranties, defects, and claims related to said work product.
4. The total costs associated with the Work Product are **\$216,509.73** as set forth in the Bill of Sale. Such costs are equal to or less than what the Landowner actually paid to create and/or acquire such Work Product.
5. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product.

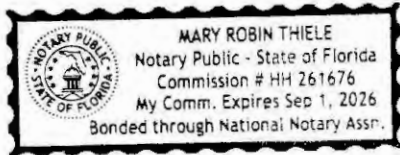
FURTHER AFFIANT SAYETH NOT.

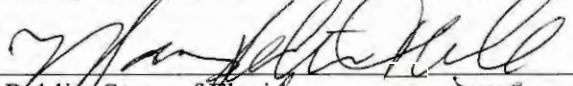


Jordan Schrader, P.E.
Clearview Land Design, P.L.
Florida Registration No. 74798
District Engineer

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 12th day of April 2024, by Jordan Schrader, P.E. of Clearview Land Design, P.L. who is personally known to me or who has produced _____ as identification, and did or did not take the oath?





Notary Public, State of Florida
Print Name: MARY ROBIN THIELE
Commission No.: _____
My Commission Expires: _____

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<i>Subtotal</i>	\$ 148,699.98	
Total	\$ 216,509.73	

**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: 5
- (2) Name of Payee pursuant to Acquisition Agreement: PTC Boyette, LLC
- (3) Amount Payable: \$216,509.73
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Soft costs related to the Series 2023 Project
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: acquisition and construction account
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:


1. obligations in the stated amount set forth above have been incurred by the District,
or
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

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

**PTC COMMUNITY DEVELOPMENT
DISTRICT**

By:  _____
Responsible Officer

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

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

CLEARVIEW LAND DESIGN, P.L.

Title: District Engineer

PTC

COMMUNITY DEVELOPMENT DISTRICT

6C



PROJECT PROPOSAL

Date: February 01, 2024
Client: PTC CDD
Project Type: Construction
Project Name: Pasco Town Center
Prepared By: James Rickman, P.S.M., Vice President /
Executive Director of Land
Phone: 407.654.5355. Ext. 102
Email: Jim@allen-company.com



February 01, 2024

PTC CDD

,
Attn: Sean Ells - sells@traylor.com

RE: Pasco Town Center - Additional Services - Exhibit A (20210642-26)

Sean Ells:

We appreciate your consideration of ALLEN & COMPANY, INC. to provide professional Land Surveying services for the above referenced project. These services will include items listed on Exhibit "A" to be billed Lump Sum as shown on Exhibit "A", attached, plus out-of-pocket expenses incurred on the client's behalf. Also, included in this contract are the attached "Standard Provisions of Agreement for Professional Services".

The survey will be prepared in accordance with the minimum technical standards for surveys as set forth in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

The following additional provisions are included in this contract:

1. The terms of this agreement shall be valid for client acceptance for a period of sixty (60) days from the date of execution by Allen & Company, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document).
2. This agreement may be terminated by either party within fifteen (15) days written notice. In the event of termination, Allen & Company, Inc. shall be compensated to the date of termination, including direct expenses then due.
3. All rates and fees quoted in this document shall be effective for a period of twelve (12) months, after which time they may be renegotiated with the client.



4. All original documents shall be retained by Allen & Company, Inc. and will remain their property. This information is proprietary and will not be shared with others without prior written consent. The client will be provided with reproducible copies of all original documents upon request, and at client expense.
5. The client will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance. Allen & Company, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Allen & Company, Inc. may be compensated for start-up costs when work resumes.
6. Upon client request, we will contract and/or coordinate with applicable transportation, environmental, geotechnical, and engineering consultants, and will rely upon their work; however, Allen & Company, Inc. assumes no liability for the accuracy of their work.

Thank you for this opportunity and we look forward to working with you on this exciting new project. Please sign, date and return a copy of this agreement as your authorization to proceed with these professional services. Should you have any questions, please do not hesitate to call.

Sincerely,

ALLEN & COMPANY, INC.

James Rickman

James L. Rickman P.S.M. Vice President


ACCEPTED BY (Sign & Print):  MICHAEL WOLF DATE: 2/6/2024
CHAIRMAN



EXHIBIT A

16 E. Plant Street
Winter Garden, FL 34787
Phone (407) 654-5355 · Fax: (407) 654-5356
Email: proposals@allen-company.com

DATE: February 01, 2024
PROPOSAL: 20210642-26 - Pasco Town Center
FOR: Sean Ells

Customer Information:

PTC CDD

Quote Description:

20210642-26 - Pasco Town Center

DESCRIPTION	CONTRACT AMOUNT
Stake out soil borings and record vertical data (see attached exhibit - boring locations - Dbl Branch Pkwy for the 8 borings to be set)	\$1000.00
	\$1,000.00

QUESTIONS OR COMMENTS?

If you have any questions or comments concerning this proposal exhibit, please email proposals@allen-company.com

Sign & Return





STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

Client and Surveyor (collectively, the "Parties"; individually, "Party") agree that the following Provisions shall be a part of their Agreement:

1. Neither Client nor Surveyor shall assign its interest in this Agreement without the express written consent of the other Party.
2. Surveyor's obligations in this Agreement are contingent upon, and Surveyor shall not be responsible for damages nor be deemed to be in default of this Agreement by reason of: delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond Surveyor's reasonable control, nor due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Surveyor's work promptly, nor due to late, slow, or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Surveyor's work, in the case of the happening of any such cause of delay, the time of completion of Surveyor's work shall be extended accordingly.
3. Client agrees to waive all Surveyor liability regarding any and all changes to plans and/or specifications affecting Surveyor's work, unless such changes were approved by Surveyor's express written consent.
4. Client expressly waives all liability against Surveyor for the Client's or any third party's use of unsigned Surveyor plans or drawings.
5. All tracings, survey notes, and other original documents prepared by Surveyor are instruments of service and shall remain the property of Surveyor, except and unless these documents become public property by operation of law.
6. Surveyor's liability to the Client is limited to Surveyor's general liability insurance coverage. Notwithstanding the foregoing, if any damages are caused by Surveyor on account of professional error, omission or negligence, Surveyor's liability to Client will be limited to a sum not to exceed Surveyor's fee.
7. Surveyor's fees and other charges will be billed to Client monthly. The net amount shall be due from Client to Surveyor at the time of billing.
8. Interest of one and one-half percent (1.5%) per month (or the maximum rate allowable by law, if applicable) will be added to amounts not paid within thirty (30) days of the billing date. Payments received thereafter will be applied first to accrued interest and then to any principal unpaid amounts. Attorneys' fees and other costs incurred by Surveyor in collecting delinquent amounts shall be paid by the Client.
9. If Client fails to pay Surveyor within sixty (60) days after invoices are rendered, then Client agrees Surveyor shall have the right to consider said failure to pay as a default and total breach of this agreement. Client expressly agrees to hold Surveyor harmless from any liability arising out of Surveyor's termination of its services hereunder due to Client's failure to pay.
10. Client shall pay the costs of checking inspection fees, zoning and annexation application fees, assessment fees, soils surveying fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the Provisions of this Agreement.
11. In the event any portion of the work prepared by Surveyor is suspended, abandoned, or terminated, the Client shall pay Surveyor for the work performed on an hourly basis, not to exceed any maximum amount specified in the "Schedule of Compensation" included with this Agreement.

INITIALS



STANDARD PROVISIONS OF AGREEMENT (CONTINUED)

12. Any opinion of construction cost prepared by Surveyor represents its judgment as a design professional and is supplied for the Client's general guidance. Surveyor has no control over the cost of labor and material, nor over competitive bidding or market conditions; therefore, Surveyor does not guarantee the accuracy of such opinions as compared to contractor bids or actual Client cost.

13. Client agrees that the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property at all times, not just during working hours.

14. Surveyor will use that degree of care and skill ordinarily exercised under similar conditions in similar localities to this Agreement. No other warranties, express or implied, are made nor intended by Surveyor proposals, contracts, reports, or any other documents arising from the Provisions of this Agreement.

15. Client agrees to defend, indemnify, and hold harmless Surveyor from all liability, real or alleged, in connection with the performance of work on this project, excepting liability directly arising from the sole gross negligence of Surveyor.

16. If there is a total breach of this Agreement, the duties of Surveyor under this Agreement may be terminated, at the sole election of the Surveyor, upon five (5) days written notice to Client.

17. In the event of substantial failure of either Party to perform in accordance with the Provisions of this Agreement, the Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party.

18. Client agrees not to solicit (nor respond to any solicitation from) any employee, former employee or subconsultant of Surveyor for employment for this project or any other Client's project until one year after completion and/or termination of Surveyor's services without the express written consent of Surveyor. In the event Client violates this Provision, Client will be immediately liable to Surveyor for one year's salary at the applicable employee(s) billable rate(s).

19. Should litigation be necessary to enforce any Provision of this Agreement, or to collect any portion of amounts payable under this Agreement, all litigation and collection expenses, witness' fees, court costs, and attorneys' fees shall be payable to the prevailing party.

20. Should any Provision of this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing such Provision(s) and all other Provisions which are otherwise lawful shall remain in full force and effect, and to this end the Provisions of this Agreement are declared to be severable.

21. Surveyor's services provided within this Agreement are for the exclusive use of the Client.

22. There are no understandings or agreements between the parties, oral, written, or otherwise, except those Provisions herein expressly stated in this Agreement.

23. All hourly rates listed in the "Schedule of Compensation" will be remain in effect for at least 60 days from the date this Agreement is executed.

INITIALS *AC*



ONBOARDING CLIENT INFORMATION

For project management and billing purposes.
Please fill out and return to payments@allen-company.com

Company Name: PTC CDD
 Address: 30435 Commerce Drive, Suite 105, San Antonio, FL. 33576
 Project #: _____
 Project Name: Pasco Town Center

<p>A/P Contact Person: Doug South _____</p> <p>A/P Contact Person Phone Number: 910-508-0482 _____</p> <p>A/P Contact Person Email Address: dsouth@columnarinvestments.com _____</p> <p>Special Invoicing Email Address: _____ _____</p>	<p>Project Manager: _____</p> <p>Project Manager's Phone Number: _____</p> <p>Project Manager's Email Address: _____</p> <p>Other Contact Info: _____ _____</p>
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<p>Invoicing Requirement, if any:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Contract number <input type="checkbox"/> Purchase order number <input type="checkbox"/> Proof of work <input type="checkbox"/> Signed contract <input type="checkbox"/> _____ 	<p>Pay Application, if any:</p> <ul style="list-style-type: none"> <input type="checkbox"/> SupplyPro <input type="checkbox"/> Textura <input type="checkbox"/> Procure <input type="checkbox"/> Paymode <input type="checkbox"/> Exhibit <input type="checkbox"/> _____
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<p>What is your method of payment?</p> <ul style="list-style-type: none"> <input type="checkbox"/> ACH <input type="checkbox"/> Bank wiring (fees will apply) <input type="checkbox"/> Check <input type="checkbox"/> _____ 	<p>Is there a deadline to send out monthly invoices?</p> <ul style="list-style-type: none"> <input type="checkbox"/> 5th <input type="checkbox"/> 15th <input type="checkbox"/> 25th <input type="checkbox"/> None/ Other _____
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Any additional information to facilitate the invoicing process:

PTC

COMMUNITY DEVELOPMENT DISTRICT

6D

MITIGATION CREDIT PURCHASE AND DEPOSIT AGREEMENT

Hillsborough River Mitigation Bank Ph 1 - State

THIS MITIGATION CREDIT PURCHASE AND DEPOSIT AGREEMENT (hereinafter "Agreement") is made this 29th day of March 2024, by and between **Hillsborough River Mitigation Bank Ph 1 – State** (hereinafter "Seller"), whose mailing address is PO Box 540285 Orlando, FL 32854 and **PTC Community Development District** (hereinafter "Buyer") whose mailing address is 2300 Glades Road Suite 410W Boca Raton, FL 33431 (hereinafter collectively the "Parties")

WITNESSETH:

WHEREAS, the Seller represents owners that maintain a ecological restoration projects located in **Pasco County**, Florida (hereinafter referred to as the "Mitigation Properties");

WHEREAS, Seller represents owners with mitigation banks with freshwater forested and herbaceous mitigation credits (hereinafter "Credits") available for transfer and sale under **Southwest Florida Water Management District** (hereinafter "SWFWMD") Permit No. **34658.000** and the **U.S Army Corps of Engineers** (hereinafter "USACOE") Permit No. **SAJ-2009-01194**; and

WHEREAS, as part of the environmental permitting process involving the **SWFWMD**, it is anticipated that Buyer's permit from the aforereferenced respective governmental agencies will be conditioned upon purchase of Credits as compensatory mitigation; and

WHEREAS, Seller agrees to sell and Buyer agrees to purchase Credits available from the Mitigation Properties on the terms and conditions below to be used to offset wetland impacts associated with the proposed development of project known as **Pasco Town Center McKendree Roadway Extension** (hereinafter "Project") **SWFWMD Permit No. 879923**; and

WHEREAS, the estimated number of Credits to be purchased by Buyer has been determined by Buyer after consultation with its advisors to be **1.25 Freshwater State Herbaceous (UMAM)** credits and;

WHEREAS, Seller requires as part of this Agreement for Buyer to remit this Agreement and funds in order to allow Seller to submit a minor permit modification (hereinafter "Minor Permit Modification") for a debit of credits from the **SWFWMD** ledger(s) so that the aforesaid respective Credits can be transferred to the Buyer.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

1. Terms of Purchase. The estimated purchase price (hereinafter "Estimated Purchase Price") of the 1.25 Credits is **\$218,750.00**. The Estimated Purchase price is based on the unit price of **\$175,000.00** per state herbaceous UMAM credit.

All payments shall be paid to the account of Hillsborough River Mitigation Bank, and submitted to PO Box 5402854 Orlando, FL 32854.

2. Deposit. A 10% payment of **Twenty One Thousand Eight Hundred Seventy Five (\$21,875.00) Dollars U.S.** (hereinafter "Deposit") shall accompany this signed agreement. **All payments shall be paid to the account of Hillsborough River Mitigation Bank Ph 1 - State and sent to 1091 W. Morse Blvd. Suite 101 Winter Park, FL 32789.** The Deposit shall be credited against the Purchase Price paid by Buyer for the Credits. The Deposit shall be deposited into a deposit account.
3. Reservation Period. This reservation shall commence upon the signing of this Agreement by all Parties and shall expire 90 days after the Effective Date (described in section 18 below). In the event Buyer has failed to fund the Estimated Purchase Price prior to the expiration of the Reservation Period, this Agreement becomes null and void, and the Buyer shall have no further obligations under this Agreement.
4. Adjustment of Credit Reservation. The Buyer shall only be required to purchase the actual number of credits required and approved by **SWFWMD** for the Project and nothing herein shall require the Buyer to purchase more credits than required and approved by **SWFWMD** for the Project. Seller agrees to reduce the number of credits reserved if the regulatory agency requirement is decreased at no penalty to the Buyer.
5. Covenants of Seller. Seller covenants and agrees that it shall comply with all conditions and continuing requirements set forth in Seller's permits from **SWFWMD** for the Mitigation Property. Responsibility for compliance with the Seller's permits as to mitigation on the Mitigation Property shall solely be the responsibility of Seller. The provisions of this paragraph 5 (Covenants of Seller) shall survive this Agreement and the transfer of the Credits to the Buyer.
6. Conditions of Transfer of Credit. Upon payment of the total Estimated Purchase Price and receipt of Buyer's permits, Seller shall provide to Buyer within ten (10) days thereafter documentation as required by **SWFWMD** to effectuate the transfer of Credits as per the conditions of the Buyer's permit (i.e. copy of signed minor permit modification request) for the Project. Buyer is hereby notified that the transfer of Credits generally takes approximately thirty (30) days to complete.
7. Debit of Credits and Transfer. Upon notification of the debit of the Credits by **SWFWMD**, the same shall be transferred to Buyer together with document(s) evidencing such transfer of Credits. The Parties hereby agree that evidence of the Credits being transferred shall be the receipt by Seller from **SWFWMD** of the Minor Permit Modification to its Environmental Resources Permit (hereinafter "ERP") and ledger deduction at USACE. Once transfer has been completed, it is acknowledged that seller's payment is fully earned.
8. Breach of Seller. If, for any reason, the Credits have not been conveyed to Buyer within ninety (90) days of the Buyer executing this Agreement, this Agreement becomes null and void unless cured by the Seller as provided in this Paragraph 8. Notwithstanding the foregoing, Seller shall have twenty (20) days to remedy said breach; and if not cured, the

Buyer shall have no further obligations under this Agreement.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
10. Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The Parties hereto hereby irrevocably (i) agree that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Pasco County, State of Florida; and (ii) waive any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.
11. Notices. All notices required by this Agreement shall be in writing and shall be sent by certified or registered mail or hand delivered to the addresses set out below. Notices shall be deemed delivered and given when mailed, if mailed, or when delivered by hand, upon receipt.

Notice to Seller: Hillsborough River Mitigation Bank Ph 1 - State
Attn: Alexis Preisser
1091 W. Morse Blvd. Suite 101
Winter Park, FL 32789
alex@mitigationmarketing.com

Notice to Buyer: PTC Community Development District
c/o Ms. Kristen Suit, CH II Management
2300 Glades Road Suite 410W
Boca Raton, FL 33431
suitk@whhassociates.com

Notice to Consultant: PACSCON
Leigh Ann Anderson
4517 George Rd Suite 220
Tampa, FL 33634
landerson@pacskon.com

Any notice or demand so given, delivered or made by United States mail shall be deemed so given, delivered or made on the third business day after the same is deposited in the United States Mail, registered or certified letter, addressed as above provided, with postage thereon fully prepaid. All Parties agree that any notice may be faxed to any of the above Parties or their attorneys. Buyer and Seller may from time to time notify the other of changes with respect to whom and where notice should be sent by sending notification of such changes pursuant to this paragraph.

12. Entire Agreement. This Agreement contains the entire understanding between the Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied

upon any representation not especially herein contained.

13. Amendments and Waivers. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the Parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
14. No Joint Venture or Partnership or Agency Relationship. Seller does not have any ownership interest in Buyer's business relationships or operations and Buyer does not have any interest in Seller's business relationships or operations. The relationship between Seller and Buyer is not in any manner whatsoever a joint venture or partnership and neither party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Neither party shall hold itself out as an agent, partner or joint venturer with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this paragraph.
15. Captions; Genders. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.
16. Partial Invalidity. In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of this Agreement shall in any way be affected thereby.
17. Calculation of Time. Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays, and any time period existing on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.
18. Effective Date. This Agreement is effective on the date on which the last of the Parties signs this Agreement ("Effective Date") and expires 90 days following that date.
19. Typewritten or Handwritten Provisions. Handwritten provisions and/or typewritten provisions inserted in this Agreement, which are initialed by both Parties, shall control over the printed provisions in conflict therewith.
20. Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the Parties and shall be deemed one original instrument.

21. Time is of the Essence. Time is of the essence under the terms of this Agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

SIGNATURE PAGE FOR MITIGATION CREDIT PURCHASE

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective as of the date and year first above written and in accordance with the terms of this Agreement.

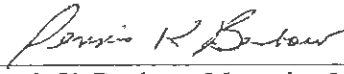
Signed, sealed and delivered in the presence of:

SELLER:

Hillsborough River Mitigation Bank



WITNESS SIGNATURE

BY: 

Dennis K. Benbow, Managing Member

Alexis M Preisser

WITNESS NAME

Dennis K Benbow 3/28/24

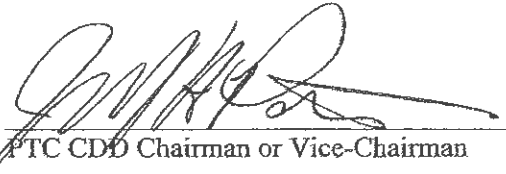
PRINT NAME DATE

BUYER:

PTC Community Development District



WITNESS SIGNATURE

BY: 

PTC CDD Chairman or Vice-Chairman

Jennifer Lamy

WITNESS NAME

JEFFREY H. PORTER 3/29/24

PRINT NAME DATE

ADDENDUM TO MITIGATION CREDIT PURCHASE AND DEPOSIT AGREEMENT

Agreement: Mitigation Credit Purchase and Deposit Agreement, attached as **Exhibit A**
Contractor: Hillsborough River Mitigation Bank Ph 1
District: PTC Community Development District

The following provisions govern, amend and supplement the Agreement referenced above:

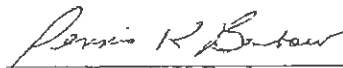
1. Effective Date. The agreement between the parties shall be deemed effective as of the date of the full execution of the Agreement attached hereto as **Exhibit A** and this Addendum, which together shall constitute the “Agreement.”
2. Compensation. The District agrees to pay the amount described in the Agreement. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render invoices to the District, in writing, which shall be delivered via electronic mail or mailed to the District’s office. These invoices are due and payable in accordance with Florida’s Prompt Payment Act, Section 218.70 et seq. of the Florida Statutes. Each invoice shall include such supporting information as the District may reasonably require the Contractor to provide.
3. Section 8 of the Agreement – Modification. To the extent the Contractor defaults or otherwise breaches the Agreement, the Contractor shall immediately, and in no event more than 72 hours after notice of the breach or default, return the Buyer’s deposit, and Contractor shall be responsible to pay to Buyer the additional costs incurred by Buyer directly caused by such breach, including but not limited to, the additional costs incurred by Buyer in the purchase of credits from another mitigation bank.
4. Insurance. The Contractor shall maintain throughout the term of this Agreement.
5. Limitations on Governmental Liability. The Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District’s sovereign immunity or limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.
6. Public Records. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. The Contractor acknowledges that the designated public records custodian for the District is **Wrathell Hunt & Associates, LLC** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement’s term and following the contract term if the Contractor does not transfer the records to the Public

Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

7. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the work being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of work, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination. The Contractor shall also comply with and perform all applicable provisions of section 448.095, Florida Statutes.

8. Addendum Controls. The Agreement, together with this Addendum, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of the Agreement. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

**HILLSBOROUGH RIVER
MITIGATION BANK – PH 1**


By: Dennis K Benbow
Its: Managing Member
Date: 3-28-24

**PTC COMMUNITY DEVELOPMENT
DISTRICT**

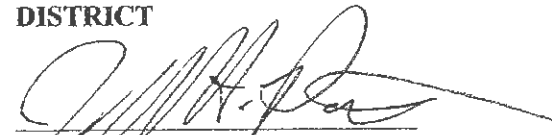

Vice Chairman, Board of Supervisors
Date: 3/29/2024

Exhibit A

DEPOSIT INVOICE

March 28, 2024

PTC Community Development District
c/o Ms. Kristen Suit, CH II Management
2300 Glades Road Suite 410W
Boca Raton, FL 33431

**Hillsborough River Mitigation Bank Ph 1 & II- State
Pasco Town Center McKendree Roadway Extension**
SWFWMD Permit No. 879923

Product	Quantity	Unit Price
Hillsborough River Mitigation Bank State		
Freshwater State Herbaceous (UMAM) (1.12 Phase I & 0.13 Phase II)	1.25	\$175,000000
Order Amount		\$218,750.00
Deposit Amount (10%) – Due upon Receipt		\$21,875.00

Please provide the deposit payment along with the signed purchase agreement.

Please call Alex Preisser at 407.481.0677 with any questions.

***Make check payable to:* Hillsborough River Mitigation Bank**

Send to Physical FedEx/UPS: 1091 W. Morse Blvd. Suite 101
Winter Park, FL 32789

cc:

Leigh Ann Anderson, PACSCON

PO Box 540285
Orlando, Florida 32854
Telephone 407.481.0677
Facsimile 407.648.3866

PTC

COMMUNITY DEVELOPMENT DISTRICT

6E

EXHIBIT B
Form of Work Authorization

PTC Community Development District
Pasco County, Florida

Subject: **Work Authorization Number #8**
PTC Community Development District

Dear Chairperson, Board of Supervisors:

Mortensen Engineering, Inc. (“**Engineer**”) is pleased to submit this work authorization to provide geotechnical engineering services for the PTC Community Development District (the “**District**”). We will provide these services pursuant to our current agreement dated March 7, ~~2023~~ (“**Engineering Agreement**”) as follows: 2024

I. Scope of Work

The District will engage Engineer to: [description of scope of work; or attach scope exhibit]

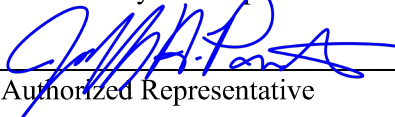
II. Fees

The District will [compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$12,210.00 The District will reimburse Engineer all 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 \$ 12,210.00, 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

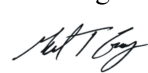
PTC Community Development District

By:  _____
Authorized Representative

Date: 3/29/2024

Sincerely,

Mortensen Engineering, Inc.

By:  _____
Authorized Representative

Date: 3/7/2024



TO: PTC CDD
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

March 7, 2024

SUBJECT: Geotechnical Engineering Services Proposal
Design Level Geotechnical Testing – Work Authorization #8
Proposed Intersection Improvements – Signalization
Double Branch (Pasco Town Center)
SR 52 and McKendree Road, Pasco County, Florida

As requested, Mortensen Engineering, Inc. (MEI) is submitting this proposal to provide design level geotechnical engineering services for the above referenced project. Based on the site plan prepared by Lincks and Associates, Inc. (LAI), four signal poles are planned for the intersection improvements to SR 52 and McKendree Road. The work herein is related to customary or normal geotechnical services for design and county permitting.

Objective of Geotechnical Testing

The objective of our geotechnical work herein will be to obtain information concerning the shallow subsurface soil and groundwater conditions in the proposed signal pole locations, to make geotechnical engineering estimates and recommendations in each of the following areas:

1. Soil stratigraphy at the boring locations and development of the soil profile within the depth of foundation influence in the proposed signal pole locations.
2. Provide a typical FDOT template boring sheet including typical soil parameters for signal pole design.
3. Discuss the general location and description of potentially deleterious materials or conditions which may interfere with construction progress or structure performance, including existing fills, muck/organics, shallow clays, etc., based solely on our test boring findings.
4. Provide geotechnical evaluations and recommendations associated with reuse of soil material types.

Scope of Geotechnical Services

We plan to provide the following services, based on the site plan provided and the request of LE, to achieve the proceeding objectives:

1. We will perform four Standard Penetration Test (SPT) borings (per ASTM D1586), each to a depth of 30 feet, one boring at each proposed signal pole location. In each SPT boring, samples will be collected, and Standard Penetration Test resistances will be measured on 5-foot intervals.
2. Review recovered soil samples in the laboratory and perform laboratory testing (physical testing per ASTM D2488 and fines content testing per ASTM D1140) on selected representative soil samples to develop soil classifications.
3. Perform geotechnical engineering analyses to develop geotechnical engineering recommendations in each of the pertinent areas previously discussed.

4. Prepare a geotechnical engineering report, which summarizes the course of the study pursued, the field and laboratory data generated, subsurface conditions encountered, and our geotechnical recommendations in each of the pertinent topic areas.

Survey Support/MOT/ROW Use Permit

We request that the project surveyor provide stakes/markings at test boring locations prior to drilling, so that our borings can be correctly positioned in the field. We will need to obtain an FDOT Right of Way (ROW) use/access permit for our fieldwork within the existing SR 52 ROW and provide the necessary Maintenance of Traffic (MOT). We will provide the necessary and required SUNSHINE clearing of test boring locations prior to drilling.

Estimated Total Cost

Our estimated total cost to perform the requested geotechnical services outlined herein is included in Attachment A. Our estimated total cost in Attachment A is based on an anticipated range of subsurface conditions at the site, which were assessed from the regional geology and our experience in the general area. The number of borings and field and laboratory tests are shown in the attachment. If other fieldwork or laboratory tests are determined to be necessary and are authorized, they could be performed at the unit rates shown in the attachment. Our estimated total cost does not include the cost of services required for evaluation of extensive unforeseen subsurface conditions. Should unforeseen conditions be encountered, and additional services are required for evaluation, you will be contacted.

Limitations

The work herein does not include an environmental site assessment, or any soil radon testing or soil arsenic testing. Depending upon the results of the test borings herein, some additional test borings may be necessary to further evaluate any significant geotechnical concerns. No deep SPT borings (to the limestone surface) or other geophysical site testing techniques were requested at this time to evaluate deeper subsurface conditions and assess site sinkhole potential. Only the shallow subsurface conditions (to the depths proposed herein) will be evaluated and reported for our work herein, unless otherwise requested, as these soils should be within the major influence zone of the proposed construction. No Limerock Bearing Ratio (LBR) testing work is included herein. We assume that all the test boring locations will be accessible with a 4-wheel drive drill rig. No significant clearing/access costs are included herein. No site restoration costs are included herein. If temporary borehole casing is needed, then casing unit rate of \$12.00/ft. will apply.

The discussions, evaluations, opinions, and recommendations to be submitted in our summary report (based on the data collected per this contract), will be based solely upon the location and type of construction, whatever information was presented or acquired from the site owner (or representative), and the limited subsurface data obtained from the limited amount of test borings performed at the approximate locations indicated, and at the times tested. The discussions, opinions, evaluations, and recommendations to be provided in our summary report will not reflect any variations or differing subsurface conditions which may occur or be present (left undetected), between test boring locations, or in areas not accessible to testing. Because the study area was previously impacted by various site activities at various times, unusual and significant variations in the subsurface conditions are possible between test locations, which could alter the provided discussions, opinions, evaluations and recommendations, and the level or cost of any corrective actions if appropriate.

It is important to note that test borings reveal the subsurface conditions just at the test location. For a natural site it is appropriate and accepted geotechnical practice to extrapolate subsurface conditions between reasonably spaced test boring locations. For a previously impacted, disturbed, or filled site, without adequate geotechnical quality control, such an extrapolation of subsurface conditions between test locations is likely not appropriate. If any subsurface variations (from the data provided in our summary report) become evident during subsequent geotechnical field testing in the future, a re-evaluation of the opinions, discussions and recommendations contained in our report (and any future reports) will be necessary.

Our summary report and the work and opinions therein will be exclusively and solely for the use and benefit of the client. No other entities, individuals or companies have the privilege to rely on our work product and opinions to be provided. In no event and under no circumstances shall MEI have any duty or obligation, or liability to any third party or site purchasing party. Our work, opinions, and report will be performed/prepared in accordance with generally accepted geotechnical engineering principles and practices, consistent with the community of geotechnical consultants performing similar type work, with the limitations noted therein. MEI will use that degree of normal care and skill ordinarily exercised under similar circumstances by members of its profession. No other warranties or representations are expressed or implied.

Closing

We appreciate this opportunity to submit this proposal for your review and consideration. For acceptance of this proposal and the attached Standard General Conditions, please sign below and return.

Sincerely,

MORTENSEN ENGINEERING INC



Kevin D. Mathewson, P.E.
Vice-President
Mainfile/proposals/10698.docx
Attachment A
Standard General Conditions



Michael T. Gagne, P.E.
President

Authorized by:

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A
 Geotechnical Engineering Services Proposal
 Design Level Geotechnical Testing
 Proposed Intersection Improvements
 Double Branch (Pasco Town Center) – Signalization

<u>Fieldwork</u>	
Mobilization and demobilization of drill rig Lump sum	\$ 1,350.00
ROW use permit, MOT and Sunshine clearing for utilities Lump sum	3,500.00
SPT borings (per ASTM D1586) 4 borings to 30 feet (signal pole locations) Total: 120 feet at \$13.00/ft.	1,560.00
Plug (grout/bentonite/backfill) SPT boreholes Total: 120 feet at \$5.00/ft.	600.00
Senior field geologist (Locate and log borings, collect soil samples and groundwater level data) Total: 3 days at \$650.00/day	1,950.00
<u>Laboratory Testing</u>	
Physical testing of soil samples for classification (per ASTM D2488) Lump sum	300.00
Fines content testing (per ASTM D1140) Total: 10 tests at \$65.00/test	650.00
<u>Professional Services</u>	
Project direction, coordination, evaluation of data and reporting Lump sum	2,300.00
Total Estimated Cost: \$ 12,210.00	

STANDARD GENERAL CONDITIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 60 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 90 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.
- (d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or

on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation (\$500,000), automobile (\$500,000), general liability (\$1,000,000), umbrella (\$5,000,000) and professional liability (\$1,000,000) insurance limits per claim. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for an additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant. THE CLIENT AGREES THAT PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OF OR AGENT FOR CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation and testing, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision.

PTC

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

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

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

	General Fund	Debt Service Fund Series 2023A	Debt Service Fund Series 2023B	Capital Projects Fund Series 2023A	Capital Projects Fund Series 2023B	Total Governmental Funds
ASSETS						
Cash	\$ 9,613	\$ -	\$ -	\$ -	\$ -	\$ 9,613
Investments						
Revenue	-	50,102	22	-	-	50,124
Reserve - encumbered	-	1,469,233	2,369,320	-	-	3,838,553
Reserve - available	-	950,956	1,636,067	-	-	2,587,023
Prepayment	-	14,342	-	-	-	14,342
Capitalized interest - encumbered	-	3,886,187	5,572,460	-	-	9,458,647
Capitalized interest - available	-	42,899	61,178	-	-	104,077
Construction - encumbered	-	-	-	6,593,013	12,934,895	19,527,908
Construction - available	-	-	-	1,813,241	3,790,378	5,603,619
Cost of issuance	-	9,141	17,337	-	-	26,478
Retainage	-	-	-	2,480,312	3,673,942	6,154,254
Due from Landowner	18,430	-	-	-	-	18,430
Due from capital projects fund 2023B	-	-	-	2,787,360	-	2,787,360
Total assets	<u>\$ 28,043</u>	<u>\$6,422,860</u>	<u>\$ 9,656,384</u>	<u>\$13,673,926</u>	<u>\$20,399,215</u>	<u>\$50,180,428</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 21,959	\$ -	\$ -	\$ -	\$ -	\$ 21,959
Contracts payable	-	-	-	267,167	-	267,167
Retainage payable	-	-	-	1,063,344	872,756	1,936,100
Due to capital projects fund 2023A	-	-	-	-	2,787,360	2,787,360
Accrued taxes payable	92	-	-	-	-	92
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>28,051</u>	<u>-</u>	<u>-</u>	<u>1,330,511</u>	<u>3,660,116</u>	<u>5,018,678</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	18,430	-	-	-	-	18,430
Total deferred inflows of resources	<u>18,430</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>18,430</u>
Fund balances:						
Restricted for:						
Debt service	-	6,422,860	9,656,384	-	-	16,079,244
Capital projects	-	-	-	12,343,415	16,739,099	29,082,514
Unassigned	(18,438)	-	-	-	-	(18,438)
Total fund balances	<u>(18,438)</u>	<u>6,422,860</u>	<u>9,656,384</u>	<u>12,343,415</u>	<u>16,739,099</u>	<u>45,143,320</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 28,043</u>	<u>\$6,422,860</u>	<u>\$ 9,656,384</u>	<u>\$13,673,926</u>	<u>\$20,399,215</u>	<u>\$50,180,428</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 25,088	\$ 110,599	23%
Total revenues	-	25,088	110,599	23%
EXPENDITURES				
Professional & administrative				
Supervisors	-	1,292	6,459	20%
Management/admin/recording	4,000	24,000	48,000	50%
Legal	834	5,384	25,000	22%
DSF accounting - 1st series	458	2,750	5,500	50%
Telephone	17	100	200	50%
Postage	-	158	500	32%
Printing & binding	42	250	500	50%
Legal advertising	128	401	1,700	24%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Meeting room rental	-	258	1,650	16%
Contingencies/bank charges	4	8	500	2%
Total expenditures	5,483	39,976	110,599	36%
Excess/(deficiency) of revenues over/(under) expenditures	(5,483)	(14,888)	-	
Fund balances - beginning	(12,955)	(3,550)	-	
Fund balances - ending	\$ (18,438)	\$ (18,438)	\$ -	

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

	Current Month	Year To Date
REVENUES		
Interest	\$ 4,154	\$ 38,436
Total revenues	4,154	38,436
EXPENDITURES		
Debt service		
Cost of issuance	-	6,929
Interest	-	472,826
Total debt service	-	479,755
Excess/(deficiency) of revenues over/(under) expenditures	4,154	(441,319)
Fund balances - beginning	6,418,706	6,864,179
Fund balances - ending	\$ 6,422,860	\$ 6,422,860

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

	Current Month	Year To Date
REVENUES		
Interest	\$ 6,674	\$ 59,663
Total revenues	6,674	59,663
EXPENDITURES		
Debt service		
Cost of issuance	-	6,671
Interest	-	677,953
Total debt service	-	684,624
Excess/(deficiency) of revenues over/(under) expenditures	6,674	(624,961)
Fund balances - beginning	9,649,710	10,281,345
Fund balances - ending	\$ 9,656,384	\$ 9,656,384

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

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 19,170	\$ 259,809
Total revenues	<u>19,170</u>	<u>259,809</u>
EXPENDITURES		
Construction costs	<u>1,536,295</u>	<u>7,791,379</u>
Total expenditures	<u>1,536,295</u>	<u>7,791,379</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,517,125)	(7,531,570)
Fund balances - beginning	<u>13,860,540</u>	<u>19,874,985</u>
Fund balances - ending	<u><u>\$ 12,343,415</u></u>	<u><u>\$ 12,343,415</u></u>

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

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 27,317	\$ 478,597
Total revenues	<u>27,317</u>	<u>478,597</u>
EXPENDITURES		
Construction costs	<u>2,020,838</u>	<u>10,248,761</u>
Total expenditures	<u>2,020,838</u>	<u>10,248,761</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,993,521)	(9,770,164)
Fund balances - beginning	<u>18,732,620</u>	<u>26,509,263</u>
Fund balances - ending	<u><u>\$ 16,739,099</u></u>	<u><u>\$ 16,739,099</u></u>

PTC

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
PTC COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the PTC Community Development District held a Special Meeting on February 12, 2024 at 10:00 a.m., at the 30435 Commerce Dr., Unit 105, San Antonio, Florida 33576.

Present were:

Michael Wolf	Chair
Jeff Porter	Vice Chair
Bob Tankel	Assistant Secretary

Also present:

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 10:00 a.m. Supervisors Porter, Wolf and Tankel were present. Supervisors Fischer and Essman were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Consideration of Single Response to RFP
for McKendree Road 1st Extension**

A. Phillips & Jordan, Incorporated

Ms. Kilinski stated Staff emailed the Board on Saturday, January 27, 2024 informing that this particular bid is unresponsive and over budget and Pasco County confirmed Staff's analysis and recommendation going forward, which is to reject the bid as non-responsive and allow Staff to seek other bids so long as it does not exceed the Phillips & Jordan bid.

39 Ms. Kilinski responded to questions regarding what would be deemed an acceptable
40 negotiated amount, what constitutes a public contract, the scope of work and reaching a not-
41 to-exceed amount.

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43 **On MOTION by Mr. Porter and seconded by Mr. Wolf, with all in favor,**
44 **rejecting the Phillips & Jordan, Inc., bid response to the Request for Proposals**
45 **for the McKendree Road 1st Extension Project as non-responsive, authorizing**
46 **transmittal of a notice of rejection to Phillips & Jordan, authorizing District**
47 **Staff and the Construction Manager to seek other bids and enter into a public**
48 **contract/private negotiation to determine the best responsive contract and**
49 **execute same up to a maximum amount under \$14,246,000, was approved.**

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52 **FOURTH ORDER OF BUSINESS**

Ratification Items

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54 Ms. Suit presented the following, including invoice amounts:

55 **A. Mortensen Engineering, Inc. Work Authorization Number 5: PTC Well Abandonment**

56 **B. Mortensen Engineering, Inc. Work Authorization Number 6: Double Branch Pkwy Pre-**
57 **Design Geotechnical Borings**

58 **C. Mortensen Engineering, Inc. Work Authorization Number 7: Tradeway Blvd CMT**

59 It was noted that Item D is related to Phillips & Jordan, Inc., not Clearview Land Design

60 P.L. The correction is noted below.

61 **D. Phillips & Jordan, Incorporated Change Order No. 1 [Mass Grading and Phase 1A**
62 **Project]**

63 **E. Century Link Special Construction Proposal [SR-52 and McKendree Road]**

64 **F. Charter Spectrum Invoice #BHNCNST-1821_rev2 [SR-52 and McKendree Road]**

65 **G. Withlacoochee River Electric Cooperative, Inc. (WRES) Invoice No. 9154770**

66 **H. Withlacoochee River Electric Cooperative, Inc. (WRES) Invoice No. 9154774**

67 **I. Withlacoochee River Electric Cooperative, Inc. (WRES) Invoice No. 9154776**

68 **J. Withlacoochee River Electric Cooperative, Inc. (WRES) Invoice No. 9171777**

69 **K. Withlacoochee River Electric Cooperative, Inc. (WRES) Invoice No. 9185847**

70 Discussion ensued regarding the invoices, potential scope changes, credits to be ratified
71 at a future meeting, cable customer bundling in relation to the telecom companies outlined in
72 Items E and F, relocating existing copper and fiberoptics outside of the new right-of-way (ROW)
73 and why Century Link costs more than the other telecom companies.

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On MOTION by Mr. Wolf and seconded by Mr. Tankel, with all in favor, the Mortensen Engineering, Inc. Work Authorization Number 5: PTC Well Abandonment for \$14,180; Mortensen Engineering, Inc. Work Authorization Number 6: Double Branch Pkwy Pre-Design Geotechnical Borings for \$5,530; Mortensen Engineering, Inc. Work Authorization Number 7: Tradeway Blvd CMT for \$64,064; Phillips & Jordan Inc., Change Order No. 1 [Mass Grading and Phase 1A Project]; Century Link Special Construction Proposal [SR-52 and McKendree Road] for \$199,684.21; Charter Spectrum Invoice #BHNCNST-1821_rev2 [SR-52 and McKendree Road] for \$67,637.37; Withlacoochee River Electric Cooperative, Inc. (WRES) Invoice No. 9154770 for \$673,577; Withlacoochee River Electric Cooperative, Inc. (WRES) Invoice No. 9154774 for \$240,660; Withlacoochee River Electric Cooperative, Inc. (WRES) Invoice No. 9154776 for \$188,851; Withlacoochee River Electric Cooperative, Inc. (WRES) Invoice No. 9171777 for \$49,398.46 and Withlacoochee River Electric Cooperative, Inc. (WRES) Invoice No. 9185847 for \$41,925.22, were ratified.

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FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-02, Designating a Date, Time and Location for Landowners’ Meeting of the District, and Providing for an Effective Date

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On MOTION by Mr. Porter and seconded by Mr. Wolf, with all in favor, Resolution 2024-02, Designating a Date, Time and Location of November 5, 2024 at 10:00 a.m., at the 30435 Commerce Dr., Unit 105, San Antonio, Florida 33576 for a Landowners’ Meeting of the District, and Providing for an Effective Date, was approved.

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SIXTH ORDER OF BUSINESS

Consideration of CH II Management, LLC Recommendation to Reject Phillips & Jordan, Inc., Change Order Request #9 (COR # 9) – Wetland Topo Discrepancy Additional Fill \$789,406.21

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Ms. Suit presented the CH II Management, LLC Recommendation to Reject Phillips & Jordan, Inc., Change Order Request #9 (COR # 9), She noted that this item was previously deferred and placed back on the agenda.

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On MOTION by Mr. Porter and seconded by Mr. Wolf, with all in favor, accepting the CH II Management, LLC Recommendation to Reject Phillips & Jordan, Inc., \$789,406.21 Change Order Request #9 (COR # 9) related to Wetland Topo Discrepancy Additional Fill, was approved.

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SEVENTH ORDER OF BUSINESS**Consideration of CH II Management, LLC
Second Addendum to the Agreement for
Construction Management and Consulting
Services**

Ms. Suit presented the CH II Management, LLC Second Addendum to the Agreement for Construction Management and Consulting Services.

Ms. Kilinski stated this extends Construction Management's role in helping the CDD oversee the McKendree Road 1st Extension project. Asked if the original scope covered 1A and 1B, Ms. Kilinski stated the scope only covers Phase 1A.

Discussion ensued regarding Item 6, fill, CH II Management, the mass grading work, Tradeway, Phase 1B and the First Addendum that was previously approved.

On MOTION by Mr. Wolf and seconded by Mr. Porter, with all in favor, the CH II Management, LLC Second Addendum to the Agreement for Construction Management and Consulting Services, was approved.

EIGHTH ORDER OF BUSINESS**Consideration of Reimbursement
Agreement with MCImetro Access
Transmission Services LLC**

Ms. Suit presented the Reimbursement Agreement with MCImetro Access Transmission Services LLC, which is Verizon. Mr. South stated the Addendum that was proposed was rejected and is not part of the Agreement.

On MOTION by Mr. Porter and seconded by Mr. Wolf, with all in favor, the Reimbursement Agreement with MCImetro Access Transmission Services LLC, was approved.

NINTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of December 31, 2023**

On MOTION by Mr. Wolf and seconded by Mr. Porter, with all in favor, the Unaudited Financial Statements as of December 31, 2023, were accepted.

158 TENTH ORDER OF BUSINESS

Approval of November 7, 2023 Special Meeting Minutes

161 On MOTION by Mr. Wolf and seconded by Mr. Tankel, with all in favor, the
162 November 7, 2023 Special Meeting Minutes, as presented, were approved.

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165 ELEVENTH ORDER OF BUSINESS

Staff Reports

167 A. District Counsel: Kilinski | Van Wyk

- 168 • Updates and Reminders: Ethics Training for Special District Supervisors and
169 Form 1

170 Ms. Kilinski stated the four-hour ethics training requirement must be completed by
171 December 31, 2024. She discussed online course options and filing Form 1 electronically.

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

173 There was no report.

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

- 175 • UPCOMING MEETINGS:
 - 176 ➤ February 23, 2024 at 11:00 AM
 - 177 ➤ March 22, 2024 at 11:00 AM
 - 178 ○ QUORUM CHECK

179 The February and March meetings will be canceled.

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181 TWELFTH ORDER OF BUSINESS

Board Members' Comments/Requests

182
183 Asked about the proposed Fiscal Year 2025 budget, Ms. Suit stated it will be presented
184 at the April 26, 2024 meeting and adopted at the June 28, 2024 meeting.

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186 THIRTEENTH ORDER OF BUSINESS

Public Comments

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188 There were no public comments.

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190 FOURTEENTH ORDER OF BUSINESS

Adjournment

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192 On MOTION by Mr. Wolf and seconded by Mr. Porter, with all in favor, the
193 meeting adjourned at 10:41 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

PTC

COMMUNITY DEVELOPMENT DISTRICT

**STAFF
REPORTS**



Brian E. Corley
Supervisor of Elections
PO Box 300
Dade City FL 33526-0300

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

April 22, 2024

Ms. Daphne Gillyard
Wrathell, Hunt and Associates, LLC
2300 Glades Rd, Suite 410W
Boca Raton FL 33431

Dear Ms. Gillyard:

Pursuant to your request, the following voter registration statistics are provided for their respective community development districts as of April 15, 2024.

• Avalon Park West Community Development District	544
• Heritage Pines West Community Development District	1,969
• Parkview at Long Lake Ranch Community Development District	337
• PTC Community Development District	3
• Riverwood Estates Community Development District	2
• Silverado Community Development District	803
• Summerstone Community Development District	529
• Towns at Woodsdale Community Development District	0
• TSR Community Development District	4,862
• Vida's Way Community Development District	0
• Westwood of Pasco Community Development District	4
• Whispering Pines Community Development District	104
• Woodcreek Community Development District	6

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

Sincerely,

Tiffannie A. Alligood
Chief Administrative Officer

PTC COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

30435 Commerce Dr., Unit 105, San Antonio, Florida 33576

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 27, 2023 CANCELED	Regular Meeting	5:00 PM
November 7, 2023	Special Meeting	11:00 AM
November 24, 2023 CANCELED	Regular Meeting	5:00 PM
December 22, 2023 CANCELED	Regular Meeting	5:00 PM
January 26, 2024 CANCELED	Regular Meeting	5:00 PM
January 29, 2024 CANCELED NO QUORUM	Special Meeting	10:00 AM
February 12, 2024	Special Meeting	10:00 AM
February 23, 2024 CANCELED	Regular Meeting	11:00 AM
March 22, 2024 CANCELED	Regular Meeting	11:00 AM
April 26, 2024 CANCELED	Regular Meeting	11:00 AM
May 8, 2024	Regular Meeting	11:00 AM
May 24, 2024	Regular Meeting	11:00 AM
June 28, 2024	Regular Meeting	11:00 AM
July 26, 2024	Regular Meeting	11:00 AM
August 23, 2024	Regular Meeting	11:00 AM
September 27, 2024	Regular Meeting	11:00 AM

Exception/Note

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.