

PTC

**COMMUNITY DEVELOPMENT
DISTRICT**

June 13, 2025

**BOARD OF SUPERVISORS
SPECIAL MEETING
AGENDA**

PTC

COMMUNITY DEVELOPMENT DISTRICT

**AGENDA
LETTER**

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

June 6, 2025

Board of Supervisors
PTC Community Development District

ATTENDEES:

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

Dear Board Members:

The Board of Supervisors of the PTC Community Development District will hold a Special Meeting on June 13, 2025 at 11:00 a.m., at the 30435 Commerce Dr., Unit 105, San Antonio, Florida 33576. The agenda is as follows:

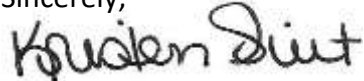
1. Call to Order/Roll Call
2. Public Comments
3. Consider Appointment to Fill Unexpired Term of Seat 5; *Term Expires November 2026*
 - Administration of Oath of Office (*the following to be provided under separate cover*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Acceptance of Resignation of Lee Thompson [Seat 3]
5. Consider Appointment to Fill Unexpired Term of Seat 3; *Term Expires November 2028*
 - Administration of Oath of Office
6. Consideration of Resolution 2025-08, Electing and Removing Officers of the District and Providing for an Effective Date
7. Consider Rejection of Response(s) to Request for Qualifications (RFQ) for Engineering Services

8. Consideration of Resolution 2025-09, Authorizing a Request for Qualifications for District Engineering Services; Providing a Severability Clause; and Providing an Effective Date
 9. Ratification Items
 - A. Busch Junction Enterprises LLP Utility Easement Agreement
 - B. Mortensen Engineering Inc. Work Authorization No. 12 [Double Branch – Double Branch Parkway and Boardwalk Way – Lot A]
 - C. Phillips and Jordan, Inc., Agreement for Lift Station Path Access Installation Services
 - D. Steadfast Contractors Alliance, LLC Additional Services Order for Landscape and Irrigation Maintenance Services
 10. Acceptance of Unaudited Financial Statements as of April 30, 2025
 11. Approval of March 28, 2025 Regular Meeting Minutes
 12. Staff Reports
 - A. District Counsel: *Kilinski | Van Wyk PLLC*
 - B. District Engineer: *Clearview Land Design, P.L.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - July 25, 2025 at 11:00 AM
 - August 22, 2025 at 11:00 AM [Adoption of FY2026 Budget & O&M Assessments – First Time Levy]
 - September 26, 2025 at 5:00 PM
 - QUORUM CHECK
- | | | | | |
|--------|----------------|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 | MICHAEL WOLF | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 2 | CHASE COLLIER | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 3 | | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 4 | THATCHER BROWN | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 5 | | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
13. Board Members’ Comments/Requests
 14. Public Comments

15. Adjournment

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

Sincerely,



Kristen Suit
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 943 865 3730

PTC

COMMUNITY DEVELOPMENT DISTRICT

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**PTC COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

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

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA

COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of PTC Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home

☐ Office

County of Residence _____

Street

Phone

Fax

City, State, Zip

Email Address

PTC

COMMUNITY DEVELOPMENT DISTRICT

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
PTC Community Development District
Attn: District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: LEE R. THOMPSON
Printed Name

Date: MARCH 28, 2025
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *PTC Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors. **NOTE :**

I certify that this Notice of Tender of Resignation has been executed by me and ☐ personally presented at a duly noticed meeting of the Board of Supervisors, ☐ scanned and electronically transmitted to gillyardd@whhassociates.com or ☐ faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

Lee R. Thompson
Signature

NOTE: My intent is for this resignation to be effective immediately as the Board of Supervisors may not meet each and every month and there could be considerable delay before it is effective. Thank you for deeming it effective immediately.
Lee R. Thompson

PTC

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-08

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

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

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

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

SECTION 1. The following is/are elected as Officer(s) of the District effective June 13, 2025:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
Jordan Lansford is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of June 13, 2025:

Lee Thompson Assistant Secretary

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

Craig Wrathell is Secretary

Kristen Suit is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 13TH DAY OF JUNE, 2025.

ATTEST:

PTC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PTC

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PTC COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING A REQUEST FOR QUALIFICATIONS FOR DISTRICT ENGINEERING SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the provisions of Sections 190.033 and 287.055, *Florida Statutes*, the District’s Board of Supervisors (“Board”) may contract for the services of consultants to perform planning, engineering, architectural or other professional services; and

WHEREAS, the Board previously authorized a request for qualifications (“RFQ”) for District Engineering Services; and

WHEREAS, the Board hereby finds it to be in the District’s best interest to reject the proposal(s) received and authorize a new RFQ for District Engineering Services.

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

SECTION 1. The District hereby rejects all proposals received in response to the original RFQ.

SECTION 2. The form of “RFQ Advertisement” attached hereto as **Exhibit A**, including the notice and evaluation criteria, is hereby approved in substantial form. District Staff is hereby directed to publish the RFQ Advertisement and provide any responses to the Board for consideration.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of June, 2025.

ATTEST:

PTC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: RFQ Advertisement

Exhibit A

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR PTC COMMUNITY DEVELOPMENT DISTRICT

The PTC Community Development District (“**District**”), located in Pasco County, Florida, announces that professional engineering services will be required on a continuing basis for the District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general engineering services as well as engineering services on an ongoing basis and for the design and construction administration associated with the District’s capital improvement plan. The District may select one or more engineering firms to provide engineering services on an ongoing basis.

Any firm or individual (“**Applicant**”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in Pasco County, Florida; e) the geographic location of the Applicant’s headquarters and offices; f) and the current and projected workloads of the Applicant. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, Florida Statutes (“CCNA”). **All Applicants must submit one (1) electronic copy of Standard Form No. 330 and Qualification Statement by 5:00 p.m. on July 7, 2025,** to the District Manager, Kristen Suit, at suitk@whhassociates.com, with a copy to gillyardd@whhassociates.com (“**District Manager’s Office**”). Any and all questions relative to this project shall be directed in writing by e-mail only to the District Manager at suitk@whhassociates.com with a copy to District Counsel, Jennifer Kilinski, at jennifer@cddlawyers.com.

The Board of Supervisors shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager’s Office, and the highest-ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest-ranked Applicant, negotiations will cease and begin with the next-highest-ranked Applicant, and if those negotiations are unsuccessful, will continue to the third-highest-ranked Applicant. The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager’s Office, must be filed in writing with the District Manager’s Office, Wrathell, Hunt, & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33481, suitk@whhassociates.com, and gillyardd@whhassociates.com, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneously with the filing of the notice, a protest bond with a reasonable surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000).

Kristen Suit
District Manager

PTC COMMUNITY DEVELOPMENT DISTRICT
DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS
COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

PTC

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS A**

Prepared by and
when recorded return to:
Leonard H. Johnson, Esquire
Johnson Pope Bokor Ruppel & Burns, LLP
400 N. Ashley Drive, Suite 3100
Tampa, Florida 33602

Consideration: \$10.00
Documentary Stamp Tax: \$0.70

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (the "**Agreement**") is made as of the 17th day of April, 2025, by **BUSCH JUNCTION ENTERPRISES LLP**, a Florida limited liability partnership ("**Grantor**") whose mailing address is Post Office Box 17072, Tampa, Florida 33682, and **PTC COMMUNITY DEVELOPMENT DISTRICT** ("**Grantee**"), whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

A. Grantor is a party to that certain Joint Development Agreement dated February 27, 2024, recorded March 13, 2024, as Document Number 2024043301, Public Records of Pasco County, Florida (the "**JDA**").

B. This Agreement is being entered into as a requirement of, and on the terms specified in the JDA.

C. Grantee desires, and Grantor is willing to grant to Grantee, in accordance with the JDA, a perpetual, non-exclusive easement for public and private underground utility purposes (the "**Easement**") over, across, upon, through and under that certain property of Grantor, which is more particularly described and depicted on **Exhibit "A"**, attached hereto and made a part hereof by reference (the "**Easement Area**").

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Recitals; Exhibits.** The above recitals are true and correct and, together with all Exhibits attached hereto, are incorporated herein by this reference.

2. **Grant of Utility Easement.** Grantor does hereby grant to Grantee, its successors and assigns (as applicable, a "**Provider**" and collectively, the "**Providers**"), the Easement, in, on, over, across, upon, through and under the Easement Area. The Easement includes the right for all Providers to construct, install, operate, maintain, repair and replace, at each such Provider's sole

Prepared by and
when recorded return to:
Leonard H. Johnson, Esquire
Johnson Pope Bokor Ruppel & Burns, LLP
400 N. Ashley Drive, Suite 3100
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Consideration: \$10.00
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cost, underground public and/or private utility, water, sewer, and appurtenant facilities, and related fixtures and/or equipment thereto (collectively, and as applicable, the **“Utility Facilities”**) in a good and workmanlike manner, and in accordance with Pasco County, Florida, specifications and all approved plans, permits, approvals and authorizations (as required) applicable to the Utility Facilities, including the right of pedestrian access over the Easement Area to the extent necessary, from time to time, to exercise the easement rights granted herein. Each Provider, by the exercise of the Easement granted herein, shall be solely responsible for the cost of installing, operating, maintaining, repairing and replacing such Provider’s Utility Facilities within the Easement Area and shall promptly repair any damage to the Easement Area caused by such Provider’s exercise of the rights granted herein. Grantee agrees that no vertical construction shall be permitted within the Easement Area. Grantor shall have no obligation (a) whatsoever pursuant to any warranty or other third party agreement to which Grantor is not a party, related to the Easement; and (b) to facilitate or pay for any design, engineering, construction, or other work required to complete the construction or installation within the Easement Area or any element(s) of the Utility Easement, but shall reasonably cooperate with each Provider in good faith to the extent required in order for each Provider to construct and complete any installation within the Easement Area as set forth herein, including, without limitation, the execution of any permit, application, or other document reasonably necessary for approval of the Easement, subject to Grantor’s approval, which approval may not be unreasonably delayed or withheld.

3. **Grantor’s Use of the Easement Area.** Subject to the express terms and conditions of this Agreement, Grantor reserves the right to use the Easement Area for to plant trees, shrubs, and other landscaping reasonably necessary to create its required landscape buffer for Grantor’s development of its own adjacent property. Grantor and Grantee each acknowledge and agree that the other party’s improvement of the Easement Area may require such party to temporarily close portions of the Easement Area, provided adequate ingress and egress over the Easement Area remains available or alternative temporary ingress and egress is provided by the party making the improvements. Grantor shall obtain all permits required from any governmental agency, which are necessary to make any landscape improvements to the Easement Area undertaken by Grantor.

4. **Compliance with Laws.** Grantor and Grantee shall observe and comply with all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances.

5. **Construction Liens.** Grantee shall allow no casualty or construction claims or liens to be created upon the Easement Area by reason of, or with respect to, Grantee’s construction of the Utility Easement. If any such lien shall at any time be filed, Grantee shall, within thirty (30) days after the filing thereof, cause such lien to be released of record by payment, bond, order of court, or otherwise.

6. Indemnification. Grantee shall indemnify, defend, and hold harmless Grantor, and Grantor's partners, affiliates, employees, contractors, agents, successors and assigns, from and against any and all claims, actions, suits, liability, damages, penalties, fines, costs and expenses, whether personal injury, property damage, liens arising as a result of the Easement, Grantee's or any Provider's construction or installation within the Easement Area, any other easement rights granted hereby, and/or the negligent acts or omissions of Grantee or any Provider. Grantor shall notify the Grantee within twenty (20) days of receipt of notice of a claim or potential claim for which it is seeking indemnification. Grantee's indemnification, defense, and hold harmless obligations shall apply only up to, and without waiving, the monetary limitations of liability and sovereign immunity protections set forth in Section 768.28, *Florida Statutes*, or other statute or law.

7. "As Is" Grant. The Easement Area is delivered to and accepted by Grantee in its "AS IS" condition and without any warranty or representation, express or implied by Grantor, as to the condition or suitability for Grantee's purposes whatsoever, and subject to all pre-existing easements, covenants, restrictions and other matters of record. Grantor hereby covenants with Grantee and warrants that it owns the Easement Area, subject to all pre-existing easements, covenants, restrictions and other matters of record, and has good, right and lawful authority to grant the Easement.

8. Covenants Running With the Land; Binding Effect. The Easement and the other covenants of the parties set forth in this Agreement shall be deemed and shall constitute covenants running with the land, binding upon, and inuring to the benefit of the respective successors and assigns of the parties.

9. Assignment, Dedication, or Conveyance of Easement by Grantee. Grantee may freely assign or convey its rights hereunder, in whole or in part, without the prior written consent, or approval, and/or joinder of Grantor, in favor of Pasco County, Florida, and/or turned over for maintenance and repair to any third-party property owners' association. Should all, or any portion of the Easement Area be dedicated to Pasco County, Florida, by plat, the Easement and this Agreement shall terminate as to such portion, or all, of the Easement Area upon such dedication.

10. No Waiver. No waiver of any provision hereof, obligation of any party hereto, or breach or default of any party hereto, shall be implied or deemed effective against the party entitled to the benefit of such provision, satisfaction of such obligation, or performance, unless such waiver is specifically set forth in writing signed by the party benefited thereby, or entitled thereto or the enforcement thereof. No single waiver shall constitute a continuing waiver or a waiver of any subsequent or differing obligation, performance, breach, default, right of enforcement, or otherwise.

11. Entire Agreement; Amendment. This Agreement sets forth the entire agreement of the parties with respect to the specific subject matter hereof, and supersedes all prior agreements

as to the Easement, and may not be modified, except in writing, executed by both parties hereto, or their respective successors or assigns, and recorded in the Public Records of Pasco County, Florida.

12. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Attorneys' Fees. In the event of any litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including without limitation reasonable attorneys' and paralegals' fees and costs, whether such fees and costs are incurred at trial, on appeal or in any bankruptcy or post-judgment proceeding.

14. Notices. All notices, requests, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by overnight delivery services, to the parties at the address listed above. Either party may notify the other party of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees listed above.


15. Governing Law; Venue. This Agreement shall be governed in accordance with Florida law. Venue for any dispute arising under this Agreement shall lie exclusively in the courts located in Pasco County, Florida.

(SIGNATURES ON FOLLOWING TWO (2) PAGES)

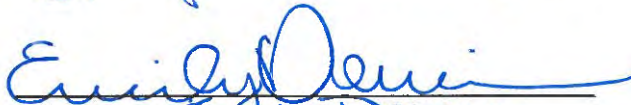
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

GRANTOR:

**BUSCH JUNCTION ENTERPRISES
LLP, a Florida limited liability
partnership**

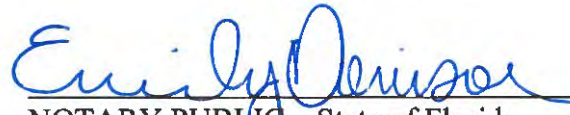

Print Name: Jeffrey C. Shuman
Print Address: 2025 E. 7th Ave
Tampa FL 33605

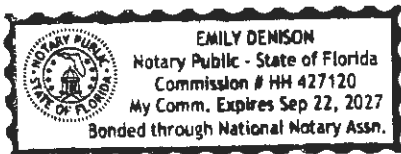

By: Mary Josephine Castro
Its: Managing Partner

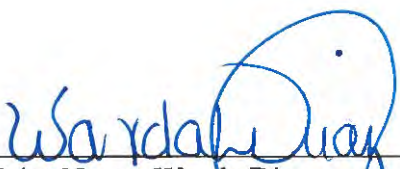

Print Name: Emily Denison
Print Address: 4509 S. Broadway Ave
Tampa, FL 33601

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of April, 2025, by Mary Josephine Castro, as Managing Partner of BUSCH JUNCTION ENTERPRISES LLP, a Florida limited liability partnership. She is personally known to me or has produced _____ as identification.


NOTARY PUBLIC – State of Florida
Print Name: Emily Denison
My Commission Expires: _____





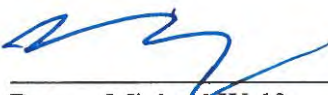
Print Name: Wanda Diaz
Print Address: 911 W. Kentucky Avenue
Tampa, Florida 33603



Print Name: Sara Enwright
Print Address: 7001 Interbay Blvd., Unit 187
Tampa, Florida 33616

GRANTEE:

PTC COMMUNITY DEVELOPMENT DISTRICT



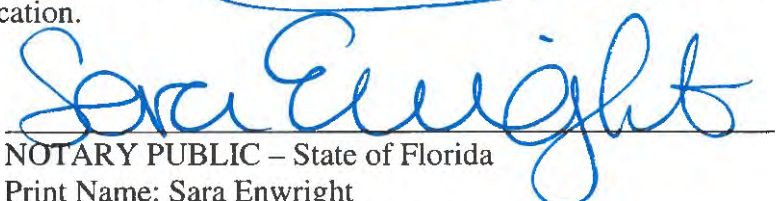
By: Michael Wolf
Its: Chairperson, Board of Supervisors

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of April, 2025, by Michael Wolf, as Chairperson of PTC COMMUNITY DEVELOPMENT DISTRICT. He is personally known to me or has produced _____ as identification.



SARA ENWRIGHT
Notary Public
State of Florida
Comm# HH228703
Expires 2/14/2026



NOTARY PUBLIC – State of Florida
Print Name: Sara Enwright
My Commission Expires: 2/14/2026

Exhibit "A"

**PASCO TOWN CENTER
UTILITY EASEMENT**

DESCRIPTION: That part of the property described in Warranty Deed, as recorded in Official Records Book 3387, Page 1182, of the Public Records of Pasco County, Florida, lying in Section 8, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of State of Florida Department of Transportation Parcel 106 – Part "B", according to Stipulated Order and Taking and Final Judgement as recorded in Official Records Book 9007, Page 1618, of the Public Records of Pasco County, Florida, run thence along the Southerly boundary of said State of Florida Department of Transportation Parcel 106 – Part "B", S.84°22'01"W., 78.43 feet to a point of cusp; thence Easterly, 11.25 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 25°46'50" (chord bearing S.82°44'34"E., 11.15 feet) to the **POINT OF BEGINNING**; thence continue Southeasterly, 28.98 feet along the arc of said curve to the right having the same radius of 25.00 feet and a central angle of 66°25'19" (chord bearing S.36°38'30"E., 27.39 feet) to a point of tangency; thence S.03°25'51"E., 53.37 feet to a point on a curve; thence Southerly, 354.76 feet along the arc of a curve to the left having a radius of 1671.00 feet and a central angle of 12°09'51" (chord bearing S.04°53'52"E., 354.10 feet) to a point on the Easterly boundary of the aforesaid Warranty Deed, as recorded in Official Records Book 3387, Page 1182; thence along said Easterly boundary of Warranty Deed, as recorded in Official Records Book 3387, Page 1182, S.02°05'59"W., 61.57 feet to a point on a curve; thence Northerly, 417.32 feet along the arc of said curve to the right having a radius of 1686.00 feet and a central angle of 14°10'55" (chord bearing N.05°55'38"W., 416.26 feet); thence N.03°25'51"W., 75.68 feet to the **POINT OF BEGINNING**.

Containing 0.157 acres, more or less.

**PASCO TOWN CENTER
UTILITY EASEMENT**

DESCRIPTION: That part of the property described in Warranty Deed, as recorded in Official Records Book 3387, Page 1182, of the Public Records of Pasco County, Florida, lying in Section 8, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of State of Florida Department of Transportation Parcel 106 - Part "B", according to Stipulated Order and Taking and Final Judgement as recorded in Official Records Book 9007, Page 1618, of the Public Records of Pasco County, Florida, run thence along the Southerly boundary of said State of Florida Department of Transportation Parcel 106 - Part "B", S.84°22'01"W., 78.43 feet to a point of cusp; thence Easterly, 11.25 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 25°46'50" (chord bearing S.82°44'34"E., 11.15 feet) to the **POINT OF BEGINNING**; thence continue Southeasterly, 28.98 feet along the arc of said curve to the right having the same radius of 25.00 feet and a central angle of 66°25'19" (chord bearing S.36°38'30"E., 27.39 feet) to a point of tangency; thence S.03°25'51"E., 53.37 feet to a point on a curve; thence Southerly, 354.76 feet along the arc of a curve to the left having a radius of 1671.00 feet and a central angle of 12°09'51" (chord bearing S.04°53'52"E., 354.10 feet) to a point on the Easterly boundary of the aforesaid Warranty Deed, as recorded in Official Records Book 3387, Page 1182; thence along said Easterly boundary of Warranty Deed, as recorded in Official Records Book 3387, Page 1182, S.02°05'59"W., 61.57 feet to a point on a curve; thence Northerly, 417.32 feet along the arc of said curve to the right having a radius of 1686.00 feet and a central angle of 14°10'55" (chord bearing N.05°55'38"W., 416.26 feet); thence N.03°25'51"W., 75.68 feet to the **POINT OF BEGINNING**.

Containing 0.157 acres, more or less.

BASIS OF BEARINGS

The Southerly boundary of F.D.O.T. Parcel 106 Part "B", as recorded in Official Records Book 9007, Page 1618, of the Public Records of Pasco County, Florida, has a Grid bearing of N.84°22'01"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the West Zone of Florida.

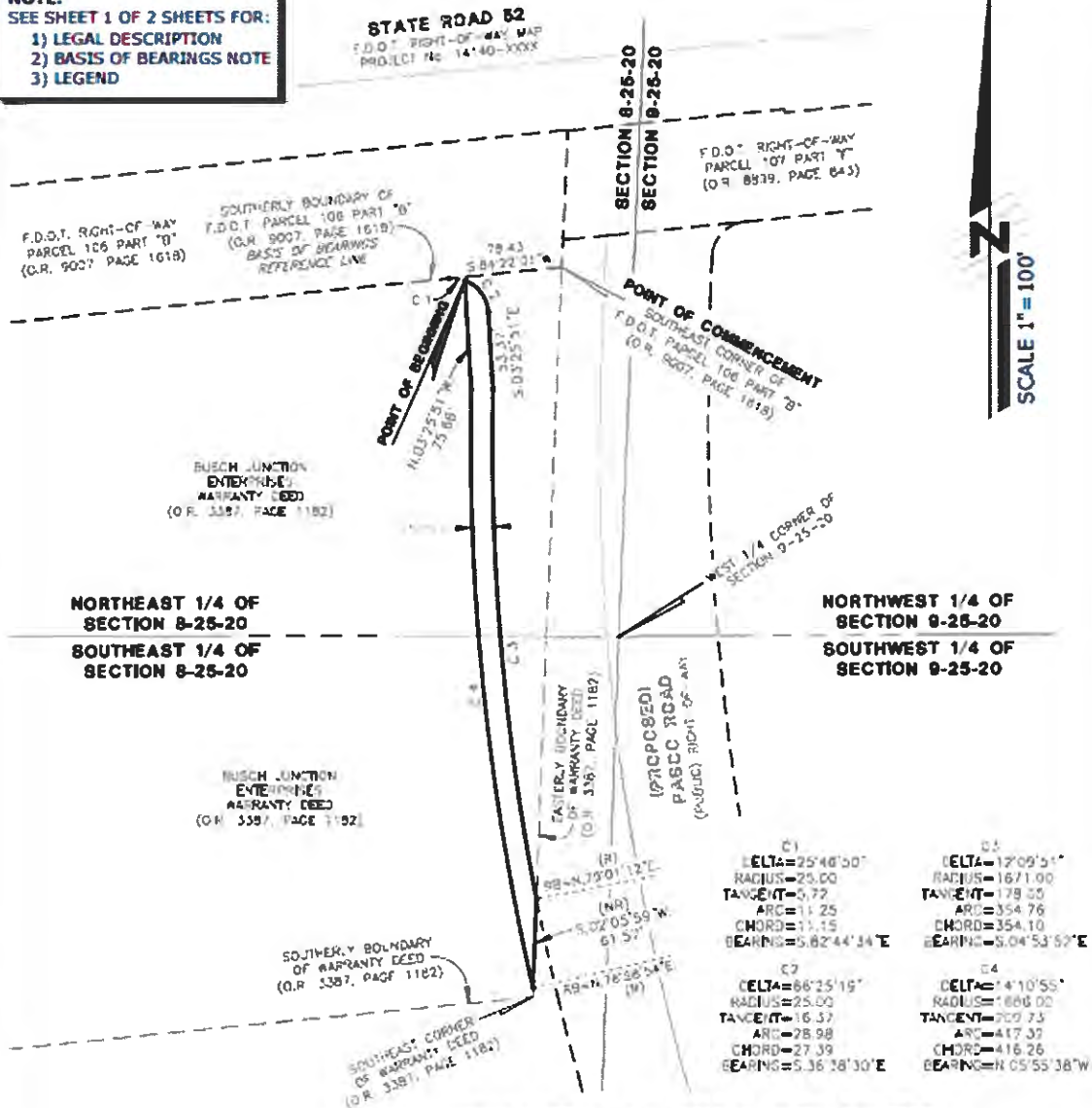
LEGEND:

1. (R) indicates radial line
2. (NR) indicates non-radial line
3. RB - Reference Bearing
4. O.R. - Official Records Book
5. F.D.O.T. - Florida Department of Transportation

**PASCO TOWN CENTER
UTILITY EASEMENT**

				<div style="border: 1px solid black; padding: 5px;"><div style="display: flex; justify-content: space-between;"><div>Prepared For: DOUBLE BRANCH DEV INC.</div><div>DESCRIPTION SKETCH (Not a Survey)</div></div><div style="display: flex; justify-content: space-between; align-items: center;"><div style="text-align: center;">Arthur W Merritt</div><div>Digitally signed by Arthur W Merritt Date: 2023.10.16 16:24:53 -0400</div></div><div style="display: flex; justify-content: space-between; align-items: center;"><div>Arthur W Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498</div><div style="text-align: center;"></div></div><div style="text-align: center; font-size: small;">NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL NAMED IDOL OF A RUBEN LICENSED SURVEYOR AND MAPPER</div></div>	<div style="border: 1px solid black; padding: 5px;"><div style="text-align: center;">AMERRITT, INC.</div><div style="text-align: center; font-size: small;">LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Azalea Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200</div><div style="display: flex; justify-content: space-between; align-items: center;"><div></div><div>Checked: AMM Date: 10-16-23 Draw: PTC-UTILITY-ESMT-DS.dwg</div></div><div style="text-align: center; font-size: x-small;">Please Refer to Plans for: Centerline, Right-of-Way, Easement, etc. SECTION 8, TOWNSHIP 25 SOUTH, RANGE 20 EAST</div></div>
No.	Date	Description	Dep.		
REVISIONS					
SHEET NO. 1 OF 2 SHEETS					

NOTE:
SEE SHEET 1 OF 2 SHEETS FOR:
1) LEGAL DESCRIPTION
2) BASIS OF BEARINGS NOTE
3) LEGEND



N
SCALE 1"=100'

PASCO TOWN CENTER UTILITY EASEMENT

Prepared For: **DOUBLE BRANCH DEV INC.**

DESCRIPTION SKETCH
(Not a Survey)

**SEE SHEET 1 FOR ELECTRONIC
SIGNATURE AND SEAL**

Arthur W. Morris
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF THE SURVEYOR

AMERRITT, INC.

LAND SURVEYING AND MAPPING
LICENSED BUSINESS NUMBER LB7778
3010 W. Arcadia Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

Drawn: WFS Checked: JAM Order No. AM-PTC-PTC-003
Date: 10-13-21 Desg: PTC-UTILITY-EASMT-00.dwg
File Path: \\P:\Data\Projects\2021\10-13-21\PTC-UTILITY-EASMT-00.dwg
SECTION 8, TOWNSHIP 25 SOUTH, RANGE 20 EAST

No.	Date	Description	By
REVISIONS			
SHEET NO. 2 OF 2 SHEETS			

PTC

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS B

EXHIBIT B
Form of Work Authorization

PTC Community Development District
Pasco County, Florida

Subject: **Work Authorization Number 12**
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 4/24/2025, 2023 (“**Engineering Agreement**”) as follows:

I. Scope of Work

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

II. Fees

The District will [compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$6,280.00 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 \$ 6,280.00 , 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: 4/25/2025

Sincerely,

Mortensen Engineering, Inc.

By: 
Authorized Representative

Date: 4/24/2025



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

April 23, 2025

SUBJECT: Geotechnical Engineering Services Proposal
Design Level Geotechnical Testing
Double Branch – Double Branch Parkway and Boardwalk Way – Lot A
Setter Palm Road, San Antonio, Pasco County, Florida

As requested, Mortensen Engineering, Inc. (MEI) is submitting this proposal to provide design level geotechnical engineering services for the above referenced roadway, associated with the Double Branch project. Based on your request, we understand a two-lane access/collector roadway is planned for the subject project. The work herein is related to customary or normal geotechnical services for civil design and county permitting.

Objective of Geotechnical Testing

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

1. Soil stratigraphy/development of the soil profile at the test boring locations to the depths performed.
2. Determine the location and description of potentially deleterious subsurface materials or conditions which may interfere with construction progress, based on our test boring findings.
3. Provide engineering criteria for the placement and compaction of approved fill materials in the lane addition/widening areas.
4. Identify and evaluate the shallow subgrade soil materials and groundwater conditions encountered in the proposed roadway area, at the auger boring locations, for suitability regarding support for various type pavement sections.
5. Evaluate the reuse suitability of the shallow soil materials encountered in the roadway area.
6. Provide pavement material type design and construction recommendations.
7. Determine the current shallow groundwater levels and estimate seasonal high groundwater levels at our test boring locations.

Scope of Geotechnical Services

We plan to provide the following services, per the site plan provided by Clearview Land Design, P.L., to achieve the proceeding objectives:

1. Perform 13 auger borings (per ASTM D1452), each to a depth of 10 feet below the ground surface, along the subject roadway.
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.

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 would 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 SPT borings (to the limestone surface) or other geophysical site testing techniques were requested at this time to assess 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. No significant clearing/access cost are included herein. No site restorations 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/11022.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
Double Branch – Double Branch Parkway and Boardwalk Way

Fieldwork	
Mobilization and demobilization of equipment Lump sum	\$ 1,350.00
Auger borings (per ASTM D1452) 13 borings to 10 feet deep (lane addition/widening areas) Total: 130 feet at \$11.00/ft.	1,430.00
Senior field geologist (Locate and log borings, pavement cores, collect soil samples and groundwater level data) Total: 1 day at \$650.00/day	650.00
Laboratory Testing	
Soil sample classification (per ASTM D2488) Lump sum	300.00
Fines content testing (per ASTM D1140) Total: 10 tests at \$65.00/test	650.00
Professional Services	
Project direction, coordination, evaluation of data and reporting Lump sum	<u>1,900.00</u>
Total Estimated Cost: \$ 6,280.00	

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

**RATIFICATION
ITEMS C**

**AGREEMENT BY AND BETWEEN PTC COMMUNITY DEVELOPMENT DISTRICT
AND PHILLIPS AND JORDAN, INC. FOR LIFT STATION PATH ACCESS
INSTALLATION SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 29th day of April 2025, by and between:

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

PHILLIPS AND JORDAN, INC., a foreign corporation authorized to do business in Florida, whose mailing address is 10142 Parkside Drive, Suite 500, Knoxville, Tennessee 37922 (the “Contractor” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining public infrastructure supporting community development within the District; and

WHEREAS, the District has a need to retain an independent contractor for lift station path access installation services within Pasco Town Center Phase 1A, as more particularly described in the Contractor’s Proposal attached hereto as **Exhibit A** (the “Project”); and

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

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

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. DUTIES.

A. The duties, obligations, and responsibilities of the Contractor are to provide the construction materials, labor, experience and services for lift station access as described in **Exhibit A**, attached hereto and incorporated herein.

- B.** The Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities in connection with completion of the Project are met to the satisfaction of the District. The Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. The Contractor agrees to repair any damage resulting from the Contractor's activities and work within three (3) business days and shall notify the District immediately of any such impairments provided that such repairs must be completed immediately if the damages create safety hazards or impair essential operations. The Contractor shall ensure that all equipment is operated only by individuals holding the proper licenses for such operation.
- C.** At all times the Contractor agrees to coordinate its activities at and around the District through the District's designee, **Doug South** (the "Designee"). The Project provided hereunder must be coordinated with the District's Designee. Such coordinated requests include, but are not limited to, commencement and completion of the Project, scheduling deliveries of materials, start and end of the workday, clean-up, inspections, and other reasonable requests. The Contractor shall notify the District's Designee in writing immediately upon recognizing any potential for a delay delivering the Project caused by itself or another contractor. The Contractor must coordinate the Project with others performing work for the District as may be necessary to successfully and safely complete the Project or as the District directs.
- D.** Should any error or inconsistency appear in the plans and/or construction specifications, the Contractor, before proceeding with the Project, must notify the District for the proper adjustment, and in no case proceed with the Project in uncertainty.
- E.** This Agreement grants to the Contractor the right to enter the District property that is subject to this Agreement, for those purposes described in this Agreement, and the Contractor hereby agrees to comply with all applicable laws, rules, and regulations. To the extent the Contractor needs to use or access non-District property while providing the services described herein, the Contractor shall coordinate such use in advance with the District's Designee.
- F.** Changes in the Project, labor, or materials for the Project may be accomplished by change order that demonstrates the written agreement of the District and the Contractor upon the change in the Project, the amount of adjustment in compensation, and the extent of adjustment to the date of completion. Any additional compensation for additional duties shall be paid only upon the written authorization of the District's Designee or his designee.
- G.** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. Additionally, the Contractor must clean mud and debris from and repair any damage to the District streets used as access to and from the building site. At completion of the Project, the Contractor shall remove from the site all waste

materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in this Agreement, the District may do so and the cost thereof, if any, shall be reimbursable by the Contractor.

SECTION 3. COMPENSATION.

- A.** The District shall pay the Contractor a total amount not to exceed **Fourteen Thousand, Four Hundred Ninety-Six Dollars and Twenty-Four Cents (\$14,496.24)** for the Project identified in **Exhibit A**, payable upon final completion, inspection, and written acceptance by the District's Designee. Such amounts include all equipment, materials, permits and labor for full execution of the Project. The Contractor shall maintain records conforming to usual accounting practices.
- B.** All payments and invoices shall be subject to Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*, and the District's adopted *Prompt Payment Policies and Procedures*. The invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the services were provided, and the address or bank information to which payment is to be remitted.
- C.** If the District should desire additional services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. However, no additional services shall be provided by the Contractor prior to the Parties' successful negotiations of the additional terms and compensation. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed upon additional services upon mutual terms agreeable to the Parties and agreed to in writing.
- D.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. DATE OF COMMENCEMENT. The Contractor shall commence the Project as expeditiously as possible and in no event later than 10 business days of contract execution, provided however that such commencement date may be adjusted in writing to address any delays

caused by the District or otherwise agreed to in writing by the Parties.

SECTION 5. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide fifteen (15) days' written notice of termination without cause. Upon any termination of this Agreement, and as the Contractor's sole and exclusive remedy for any termination hereunder, the Contractor shall be entitled to payment for all services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor.

SECTION 6. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services, including specifically all construction and installation services contemplated and/or provided hereunder, and all materials shall be of good quality and free from faults and defects. The Contractor hereby warrants all materials, services and workmanship for one (1) year from the date of final acceptance by the District and explicitly includes labor costs for warranty repairs. Contractor agrees to assign any and all of the materials and manufacturers' warranties to the District. Neither final acceptance of the Project, nor final payment therefore, nor any provisions of this Agreement shall relieve the Contractor of responsibility for defective or deficient materials or services. If any of the services provided under this Agreement are found to be defective, deficient or not in accordance with the Agreement, the Contractor shall correct, remove and/or replace such services and/or materials promptly after receipt of a written notice from the District and to correct and pay for any other damage resulting therefrom to the District property or the property of landowner's within the District such that the District receives the maximum benefit of the completed Project contemplated by this Agreement.

The Contractor hereby covenants to the District that it shall perform the services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. The Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use of, nor infringe, any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 7. INSURANCE.

- A.** The Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement and for a period of two (2) years

following completion of the Project, with limits of liability not less than the following:

Workers' Compensation

Statutory

General Liability

Bodily Injury

\$1,000,000/\$2,000,000

(including Contractual)

Property Damage

\$1,000,000/\$2,000,000

(including Contractual)

Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation, if any.

Automobile Liability

Combined Single Limit \$1,000,000

Bodily Injury / Property Damage

- B.** The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "Additional Insureds") shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. The Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Project. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 8. INDEMNIFICATION.

- A.** To the fullest extent permitted by law, and in addition to any other obligations of the Contractor under this Agreement or otherwise, the Contractor shall indemnify, hold harmless, and defend the District and its respective officers, supervisors, employees, professional staff, managers, attorneys, engineers, consultants, agents, contractors and subcontractors, of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful

misconduct of the Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) the Contractor's performance of, or failure to perform, the Contractor's obligations pursuant to this Agreement or any services or the Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by the Contractor in this Agreement or any services.

- B.** To the extent a limitation is required by law, the obligations under this Section shall be limited to no more than Two Million Dollars (\$2,000,000.00), which amount the District and the Contractor agree bears a reasonable commercial relationship to this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
- C.** Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in this Agreement is intended to waive or alter any other remedies that the District may have as against the Contractor. The provisions of this Section 8 are independent of, and will not be limited by, any insurance required to be obtained by the Contractor pursuant to this Agreement or otherwise obtained by the Contractor, and the provisions of this Section 8 survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, the Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. The Contractor shall ensure that all of the Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor observe the Contractor's rules and regulations of safety and conduct, as well as all applicable OSHA requirements and local safety regulations. The Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. The Contractor shall remedy all damage or loss to any property caused in whole or in part by the Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor, or by anyone for whose acts the Contractor may be liable. The Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of the Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly

employed by the Contractor's failure to comply with the provisions contained herein.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 12. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

SECTION 13. INDEPENDENT CONTRACTOR STATUS. It is understood and agreed that at all times the relationship of the Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and the Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor. The Parties acknowledge that the Contractor is not an employee for state or federal tax purposes. The Contractor shall hire and pay all of the Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor, all of whom shall be employees of the Contractor and not employees of District and at all times entirely under the Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from the Contractor's payments; ii) make state or federal unemployment insurance contributions on the Contractor's behalf; iii) withhold state or federal income tax from payment to the Contractor; iv) make disability insurance contributions on behalf of the Contractor; or v) obtain workers' compensation insurance on behalf of the Contractor.

SECTION 14. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. Except as otherwise provided herein and to the extent that any provisions of **Exhibit A** conflict with provisions of this Agreement, this Agreement shall control.

SECTION 15. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 16. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 17. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the Parties, as follows:

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

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

B. If to the Contractor: Phillips and Jordan, Inc.
10142 Parkside Drive, Suite 500
Knoxville, Tennessee 37922
Attn: Contract Management

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

SECTION 18. ENFORCEMENT OF AGREEMENT. If either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in Pasco County, Florida.

SECTION 20. 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*. Contractor acknowledges that the designated public records custodian for the District is **Wrathell, Hunt and 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 the contract 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 this Agreement, 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.

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

SECTION 21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 24. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 25. ASSIGNMENT. The Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by the Contractor without the prior written approval of the District are void.

SECTION 26. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Notwithstanding anything contained herein to the contrary, the Parties agree that neither party shall be entitled to consequential or special damages arising out of or relating to this Agreement or termination of this Agreement in accordance with the terms hereof. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

SECTION 27. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 28. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if the Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

SECTION 29. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, the Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately (and in no event later than three business days) notify the District. If the Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Contract.

SECTION 30. FOREIGN INFLUENCE. The Contractor understands that under Section 286.101, *Florida Statutes*, that the Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

SECTION 31. PUBLIC ENTITY CRIMES. The Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

SECTION 32. CONSTRUCTION DEFECTS. CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

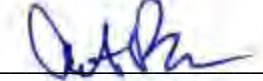
IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and year first written above.

**PTC
COMMUNITY DEVELOPMENT DISTRICT**



Chairperson, Board of Supervisors

PHILLIPS AND JORDAN, INC.



By: Art Phelps
Its: Senior Vice President

Exhibit A: Contractor's Proposal

EXHIBIT A
Contractor's Proposal



CONTRACT PROPOSAL

April 16th, 2025

PTC CDD C/O CH II Management
PTC CDD
340 Crown Oak Centre Dr
Longwood, FL 32750

RE: LIFT STATION PATH

Furnish labor, equipment, and supervision to install 6" crushed concrete road base along lift station path at Pasco Town Center Phase 1A. The total area that will be covered is 969 SY from Setter Palm road to the Phase 1A lift station drive.

1. Crushed Concrete Road Base @ 6" Depth: $\$14.96 \times 969 \text{ SY} = \$14,496.24$

TOTAL CONTRACT PROPOSAL: \$14,496.24

Accepted By:

PTC CDD

Proposed By:

Art Phelps, Sr. Vice President

Phillips & Jordan, Inc.

PTC

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS D**

ADDITIONAL SERVICES ORDER FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS ADDITIONAL SERVICES ORDER (the “**ASO**”), dated April 18, 2025, is presented according to the requirements within the executed *Landscape and Irrigation Maintenance Services Agreement*, dated January 1, 2025 (the “**Agreement**”), by and between:

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

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

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any and all Exhibits and Amendments thereto, Contractor will provide the work described in the proposal attached as **Exhibit A** to this ASO, consisting of labor and materials required for slope grading and landscape planting behind the Withlacoochee River Electric Cooperative substation (the “**Additional Work**”).

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Work specified in **Exhibit A** to this ASO shall be **Thirteen Thousand, Three Hundred Eighty Dollars (\$13,380)**, in accordance with the unit prices provided in **Exhibit A**. Contractor shall invoice the District for the Additional Work actually performed in accordance with the pricing provided at **Exhibit A**, and the District shall remit payment for such Additional Work pursuant to the terms of the Agreement. Such amount includes all materials and labor necessary to complete the Additional Work and all items, labor, materials, or otherwise, to provide the District the maximum benefit of the Additional Work.

SECTION 3. EFFECTIVE DATE. This ASO shall be effective as of the date of the last signature of the Parties hereto.

SECTION 4. ACCEPTANCE. Execution of this ASO will authorize Contractor to complete the Additional Work as outlined above in addition to the Services set forth in the Agreement. Contractor shall commence the aforesaid authorized Additional Work as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this ASO, remain in full force and effect, including applicable warranties on plant material. To the extent that any other terms provided in **Exhibit A** conflict with the terms of the executed Agreement, the terms of the Agreement shall control.

[signatures on following page]

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

**PTC
COMMUNITY DEVELOPMENT DISTRICT**



Chairperson/Vice Chairperson, Board of Supervisors
Date: 4/18/2025

STEADFAST CONTRACTORS ALLIANCE, LLC,
a Florida limited liability company



By: John M Faulkner
Its: CEO
Date: April 14, 2025

Exhibit A: Proposal for Additional Services

EXHIBIT A



30435 Commerce Drive Unit 102 • San Antonio, FL 33576 • Phone: 844-347-0702 • Fax: 813-501-1432

Phillips & Jordan, Inc.
30115 SR 52, Suite 301
San Antonio, FL 33576

Job Address:
San Antonio, FL 33576

Print Date: 4-3-2025

Proposal for PTC CDD Planting

Thank you for considering Steadfast for your project needs. We are pleased to present our proposal, which reflects our commitment to delivering high-quality results tailored to your requirements.

Steadfast proposes to furnish all labor, materials, equipment, and supervision necessary to construct, as an independent contractor, the following described work:

Landscape planting on berm near WREC Substation

Hand grade slope and then plant 800 1 gal Muhly Grass.

Items	Description	Qty/Unit	Unit Price	Price
Grading		1 EA	\$2,500.00	\$2,500.00
Grading				
Muhly Grass		800 EA	\$7.00	\$5,600.00
Muhly Grass 1 Gal.				
Pine Straw		120 EA	\$9.00	\$1,080.00
Pine Straw Bales				
Water Truck	Per Visit	12 EA	\$350.00	\$4,200.00
Water Truck				

Landscape planting on berm near WREC Substation Total: **\$13,380.00**

Total Price: \$13,380.00

Our team is dedicated to ensuring this project is completed efficiently, safely, and to the highest standard of quality. We look forward to collaborating with you to bring your vision to life.

Client/Owner Certification and Authorization

PTC

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

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

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

	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	\$ 7,531	\$ -	\$ -	\$ -	\$ -	\$ 7,531
Investments						
Revenue	-	49,005	259,011	-	-	308,016
Reserve - encumbered	-	1,584,925	2,555,887	-	-	4,140,812
Reserve - available	-	880,224	1,277,716	-	-	2,157,940
Prepayment	-	1,701	8,535	-	-	10,236
Capitalized interest - encumbered	-	1,932,958	2,772,383	-	-	4,705,341
Capitalized interest - available	-	227,923	233,345	-	-	461,268
Construction - available	-	-	-	653,980	7,689,266	8,343,246
Cost of issuance	-	9,626	18,255	-	-	27,881
Retainage	-	-	-	4,413	6,536	10,949
Due from Landowner	37,135	-	-	-	-	37,135
Due from capital projects fund 2023B	-	-	-	2,780,898	-	2,780,898
Utility deposit	37,192	-	-	-	-	37,192
Total assets	<u>\$ 81,858</u>	<u>\$4,686,362</u>	<u>\$ 7,125,132</u>	<u>\$ 3,439,291</u>	<u>\$ 7,695,802</u>	<u>\$23,028,445</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 37,874	\$ -	\$ -	\$ -	\$ -	\$ 37,874
Contracts payable	-	-	-	9,095	-	9,095
Retainage payable	-	-	-	87,661	115,309	202,970
Due to capital projects fund 2023A	-	-	-	-	2,780,898	2,780,898
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>43,874</u>	<u>-</u>	<u>-</u>	<u>96,756</u>	<u>2,896,207</u>	<u>3,036,837</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	37,135	-	-	-	-	37,135
Total deferred inflows of resources	<u>37,135</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>37,135</u>
Fund balances:						
Restricted for:						
Debt service	-	4,686,362	7,125,132	-	-	11,811,494
Capital projects	-	-	-	3,342,535	4,799,595	8,142,130
Unassigned	849	-	-	-	-	849
Total fund balances	<u>849</u>	<u>4,686,362</u>	<u>7,125,132</u>	<u>3,342,535</u>	<u>4,799,595</u>	<u>19,954,473</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 81,858</u>	<u>\$4,686,362</u>	<u>\$ 7,125,132</u>	<u>\$ 3,439,291</u>	<u>\$ 7,695,802</u>	<u>\$23,028,445</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 19,378	\$ 58,034	\$ 316,903	18%
Total revenues	<u>19,378</u>	<u>58,034</u>	<u>316,903</u>	18%
EXPENDITURES				
Professional & administrative				
Supervisors	-	1,722	6,459	27%
Management/admin/recording	4,000	28,000	48,000	58%
Legal	-	7,781	25,000	31%
Engineering	177	301	2,000	15%
Audit	-	-	5,000	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	625	4,375	7,500	58%
Trustee - 1st series	-	-	5,500	0%
DSF accounting - 1st series	458	3,208	5,500	58%
Telephone	17	117	200	59%
Postage	161	234	500	47%
Printing & binding	42	292	500	58%
Legal advertising	-	212	1,700	12%
Annual special district fee	-	-	175	0%
Insurance	-	5,408	5,800	93%
Contingencies/bank charges	80	498	500	100%
Website				
Hosting & maintenance	705	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>6,265</u>	<u>52,853</u>	<u>115,749</u>	46%
Field Operations				
Management	-	-	4,500	0%
Landscape Maint.				
Maintenance contract	10,982	32,946	100,000	33%
Plant replacement	-	-	2,500	0%
Annuals	-	-	2,000	0%
Mulch	-	-	4,000	0%
Irrigation repairs	-	-	1,500	0%
Aquatic maintenance:				
Maintenance contract	1,700	6,800	36,000	19%
Lake/pond bank maintenance	-	-	2,500	0%
Wetland mitigation buffer maintenance	-	-	5,000	0%
Utility:				
Reclaimed domestic irrigation	-	-	7,800	0%
Electric service	61	316	4,200	8%
Connection Fee	-	65		
Street lights - collector roads	-	-	12,434	0%
Sidewalk repairs and maintenance	-	-	500	0%

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

:

	Current Month	Year to Date	Budget	% of Budget
Street sign repair & replacement	-	-	1,200	0%
Telephone fax & internet	-	-	1,020	0%
Wildlife management services	-	-	2,500	0%
Dog waste station supplies & service	-	-	2,250	0%
Power washing	-	-	1,250	0%
Miscellaneous	-	-	10,000	0%
Total field operations	<u>12,743</u>	<u>40,127</u>	<u>201,154</u>	20%
Other fees & charges				
Property appraiser/tax collector	<u>150</u>	<u>150</u>	<u>-</u>	N/A
Total other fees & charges	<u>150</u>	<u>150</u>	<u>-</u>	N/A
Total expenditures	<u>19,158</u>	<u>93,130</u>	<u>316,903</u>	29%
Excess/(deficiency) of revenues over/(under) expenditures	220	(35,096)	-	
Fund balances - beginning	<u>629</u>	<u>35,945</u>	<u>-</u>	
Fund balances - ending	<u>\$ 849</u>	<u>\$ 849</u>	<u>\$ -</u>	

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

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 194,842	0%
Interest	20,685	77,211	-	N/A
Unrealized gain/(loss)	-	47,470		
Total revenues	<u>20,685</u>	<u>124,681</u>	<u>194,842</u>	64%
EXPENDITURES				
Debt service				
Prepayment	-	60,000		
Interest	-	1,050,725	2,101,450	50%
Total debt service	<u>-</u>	<u>1,110,725</u>	<u>2,101,450</u>	53%
Excess/(deficiency) of revenues over/(under) expenditures	20,685	(986,044)	(1,906,608)	52%
Fund balances - beginning	<u>4,665,677</u>	<u>5,672,406</u>	<u>6,422,860</u>	
Fund balances - ending	<u>\$ 4,686,362</u>	<u>\$ 4,686,362</u>	<u>\$ 4,516,252</u>	

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

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 262,926	0%
Interest	15,670	115,932	-	N/A
Unrealized gain/(loss)	8,365	88,880	-	N/A
Total revenues	<u>24,035</u>	<u>204,812</u>	<u>262,926</u>	78%
EXPENDITURES				
Debt service				
Prepayment	-	2,225,000		
Interest	-	1,506,563	3,013,125	50%
Total debt service	<u>-</u>	<u>3,731,563</u>	<u>3,013,125</u>	124%
Excess/(deficiency) of revenues over/(under) expenditures	24,035	(3,526,751)	(2,750,199)	128%
Fund balances - beginning	7,101,097	10,651,883	9,656,384	
Fund balances - ending	<u>\$ 7,125,132</u>	<u>\$ 7,125,132</u>	<u>\$ 6,906,185</u>	

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

	Current Month	Year To Date
REVENUES		
Interest	\$ 7,639	\$ 96,886
Total revenues	<u>7,639</u>	<u>96,886</u>
EXPENDITURES		
Construction costs	<u>10,558</u>	<u>2,861,406</u>
Total expenditures	<u>10,558</u>	<u>2,861,406</u>
Excess/(deficiency) of revenues over/(under) expenditures	(2,919)	(2,764,520)
Fund balances - beginning	<u>3,345,454</u>	<u>6,107,055</u>
Fund balances - ending	<u><u>\$ 3,342,535</u></u>	<u><u>\$ 3,342,535</u></u>

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

	Current Month	Year To Date
REVENUES		
Interest	\$ 37,595	\$ 299,423
Total revenues	<u>37,595</u>	<u>299,423</u>
EXPENDITURES		
Construction costs	<u>19,524</u>	<u>3,769,521</u>
Total expenditures	<u>19,524</u>	<u>3,769,521</u>
Excess/(deficiency) of revenues over/(under) expenditures	18,071	(3,470,098)
Fund balances - beginning	<u>4,781,524</u>	<u>8,269,693</u>
Fund balances - ending	<u><u>\$ 4,799,595</u></u>	<u><u>\$ 4,799,595</u></u>

PTC

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
PTC COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the PTC Community Development District held a Regular Meeting on March 28, 2025 at 11:00 a.m., at the 30435 Commerce Dr., Unit 105, San Antonio, Florida 33576.

Present:

Michael Wolf	Chair
Thatcher Brown	Vice Chair
Chase Collier	Assistant Secretary

Also present:

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 11:02 a.m.

Supervisors Wolf, Brown and Collier were present. Supervisors Essman and Thompson were absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Acceptance of Resignation of Jake Essman
[Seat 5]**

Ms. Suit presented the Resignation of Jake Essman from Seat 5.

<p>On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, the resignation of Jake Essman, was accepted.</p>

FOURTH ORDER OF BUSINESS

**Consider Appointment to Fill Unexpired
Term of Seat 5; Term Expires November
2026**

This item was deferred.

- **Administration of Oath of Office (the following to be provided in a separate package)**

- A. Required Ethics Training and Disclosure Filing**

- **Sample Form 1 2023/Instructions**

- B. Membership, Obligation and Responsibilities**

- C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and
Employees**

- D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local
Public Officers**

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2025-03,
Electing and Removing Officers of the
District and Providing for an Effective Date**

Ms. Suit presented Resolution 2025-03. Mr. Wolf nominated the following slate:

Michael Wolf	Chair
Thatcher Brown	Vice Chair
Lee Thompson	Assistant Secretary
Chase Collier	Assistant Secretary

No other nominations were made.

This Resolution removes the following from the Board:

Jacob Essman	Assistant Secretary
Clifton Fischer	Assistant Secretary

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

Craig Wrathell	Secretary
Kristen Suit	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

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

SIXTH ORDER OF BUSINESS

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

A. Affidavit of Publication**B. RFQ Package****C. Respondents****I. NV5, Inc.****II. Poulos & Bennett, LLC****III. Heidt Design, LLC****D. Competitive Selection Criteria/Ranking****E. Award of Contract**

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

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

SEVENTH ORDER OF BUSINESS

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

Ms. Suit presented Resolution 2025-04. She reviewed the proposed Fiscal Year 2026 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025 budget, and explained the reasons for any changes. Ms. Suit stated she coordinated with Mr. South on the Field Ops portion of the budget.

On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, Resolution 2025-04, Approving a Proposed Budget for Fiscal Year 2026; Declaring Special Assessments to Fund the Proposed Budget Pursuant to Chapters 170, 190 and 197, Florida Statutes; Setting Public Hearings for August 22, 2025 at 11:00 a.m., at the 30435 Commerce Dr., Unit 105, San Antonio, Florida 33576; Addressing Publication; Addressing Severability; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2025-05 Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date

Ms. Suit presented Resolution 2025-05. The following will be inserted into the Fiscal Year 2026 Meeting Schedule:

DATES: Insert November 28, 2025 and December 26, 2025

TIME, 5:00 PM: November 28, 2025; December 26, 2025; June 26, 2026 and July 24, 2026

TIME, 11:00 AM: October 2025 and January, February, March, April, May August and September 2026

A Board Member noted there will be a new meeting location after September. The location information will be provided to the District Manager upon confirmation.

On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, Resolution 2025-05 Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026, as amended, and Providing for an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

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

Budget for the Fiscal Year Beginning
October 1, 2023, and Ending September
30, 2024; and Providing for an Effective
Date

Ms. Suit presented Resolution 2025-06. This is necessary to help avoid a finding in the
audit.

On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor,
Resolution 2025-06, Relating to the Amendment of the Annual Budget for the
Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; and
Providing for an Effective Date, was adopted.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2025-07,
Authorizing a Request for Qualifications for
District Engineering Services; Ratifying
Notice of the Request for Qualifications;
Providing a Severability Clause; and
Providing an Effective Date

Ms. Suit presented Resolution 2025-07.

Ms. Rinaldi stated this ratifies Staff's actions in preparing and publishing the RFQ, that
was previously discussed.

On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor,
Resolution 2025-07, Authorizing a Request for Qualifications for District
Engineering Services; Ratifying Notice of the Request for Qualifications;
Providing a Severability Clause; and Providing an Effective Date, was adopted.

ELEVENTH ORDER OF BUSINESS

Ratification Items

Ms. Suit presented the following:

A. GeoPoint Surveying, Inc. Work Authorizations

I. Number 3 [Misc Staking & Survey Services]

II. Number 4 [Misc Staking]

III. Number 5 [SR 52 Signalization SW Corner]

B. Phillips and Jordan, Incorporated, Change Orders

I. No. 3 [Pasco Town Center Mass Grading and Phase 1A Project]

- 193 II. No. 4 [Pasco Town Center Mass Grading and Phase 1A Project]
- 194 C. Mortensen Engineering Inc. Work Authorization No. 11 [State Road 52 and McKendree
- 195 Road]
- 196 D. Phase 1 Project Work Product Acquisition
- 197 E. FDOT Construction Agreement [McKendree/SR 52 Intersection]
- 198 F. Steadfast Environmental, LLC Pond Maintenance Services Agreement
- 199 G. Steadfast Contractors Alliance, LLC Landscape and Irrigation Maintenance Services
- 200 Agreement
- 201 H. Ripa & Associates, LLC Changed Order No. 1 [McKendree Road First Extension]
- 202 I. Withlacoochee River Electric Cooperative, Inc., Contribution in Aid of Construction
- 203 Agreement
- 204 J. Integra Realty Resources Appraisal of Real Property/Invoice
- 205 K. Acquisition Package for Phase 1 Project Work Product Series 2023 Bonds
- 206

207 On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor,
208 GeoPoint Surveying, Inc. Work Authorizations Number 3 for Misc Staking &
209 Survey Services, Number 4 for Misc Staking and Number 5 for SR 52
210 Signalization SW Corner; Phillips and Jordan, Incorporated, Change Orders No.
211 3 for Pasco Town Center Mass Grading and Phase 1A Project No. 4 for Pasco
212 Town Center Mass Grading and Phase 1A Project; Mortensen Engineering Inc.
213 Work Authorization No. 11 for State Road 52 and McKendree Road; the Phase
214 1 Project Work Product Acquisition; the FDOT Construction Agreement for
215 McKendree/SR 52 Intersection; the Steadfast Environmental, LLC Pond
216 Maintenance Services Agreement; the Steadfast Contractors Alliance, LLC
217 Landscape and Irrigation Maintenance Services Agreement; Ripa & Associates,
218 LLC Change Order No. 1 for McKendree Road First Extension; the
219 Withlacoochee River Electric Cooperative, Inc., Contribution in Aid of
220 Construction Agreement; the Integra Realty Resources Appraisal of Real
221 Property/Invoice and the Acquisition Package for Phase 1 Project Work Product
222 Series 2023 Bonds, were ratified.

TWELFTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of February 28, 2025

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

THIRTEENTH ORDER OF BUSINESS

Approval of Minutes

- A. November 7, 2024 Continued Landowners' Meeting
- B. November 7, 2024 Special Meeting

On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, the November 7, 2024 Continued Landowners' Meeting Minutes and November 7, 2024 Special Meeting Minutes, both as presented, were approved.

FOURTEENTH ORDER OF BUSINESS**Staff Reports**

- A. District Counsel: Kilinski | Van Wyk
- B. District Engineer: Clearview Land Design, P.L.

There were no reports from District Counsel or the District Engineer.

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

- NEXT MEETING DATE: April 25, 2025 at 11:00 AM

- QUORUM CHECK

The April 25, 2025 meeting will be canceled. The next meeting date will be determined.

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

A Board Member asked about amending the Engineering Services scoring criteria if it is determined that additional engineers must be engaged. Ms. Rinaldi stated the Board could bring it up for discussion if there are amendments. Since the current RFQ was just deferred, Staff would need to come back and restart the process and, at that time, discuss new evaluation criteria. Asked if the current evaluation criteria is the same as the one used to evaluate Clearview, Ms. Rinaldi replied affirmatively.

SIXTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

SEVENTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Wolf and seconded by Mr. Brown, with all in favor, the meeting adjourned at 11:20 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

PTC

COMMUNITY DEVELOPMENT DISTRICT

**STAFF
REPORTS**

PTC COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
30435 Commerce Dr., Unit 105, San Antonio, Florida 33576		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 25, 2024 CANCELED	Regular Meeting	11:00 AM
November 5, 2024	Landowners' Meeting	10:00 AM
November 7, 2024	Continued Landowners' Meeting	10:30 AM
November 7, 2024	Special Meeting	10:30 AM
November 22, 2024 CANCELED	Regular Meeting	5:00 PM
December 27, 2024 CANCELED	Regular Meeting	5:00 PM
January 24, 2025 CANCELED	Regular Meeting	11:00 AM
February 28, 2025 CANCELED	Regular Meeting	11:00 AM
March 28, 2025	Regular Meeting <i>Award of Engineering Services Contract Presentation of FY2026 Budget</i>	11:00 AM
April 25, 2025 CANCELED	Regular Meeting	11:00 AM
May 23, 2025 CANCELED	Regular Meeting	11:00 AM
June 13, 2025	Special Meeting	11:00 AM
June 27, 2025	Regular Meeting	5:00 PM
July 25, 2025	Regular Meeting	11:00 AM
August 22, 2025	Public Hearings and Regular Meeting <i>Adoption of FY2026 Budget & O&M Assessment Levy (First Time)</i>	11:00 AM

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
September 26, 2025	Regular Meeting	5:00 PM
<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>		