

# Postras East Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900  
<http://poitrastccdd.com/>

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The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Postras East Community Development District ("District"), scheduled to be held at **4:00 p.m. on Tuesday, August 17, 2021 at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

District Staff, please use the following information to join via the computer or the conference line:

Phone: 1-844-621-3956

Computer: pfmgroup.webex.com

Participant Code: 796 580 192#

## BOARD OF SUPERVISORS' MEETING AGENDA

### Organizational Matters

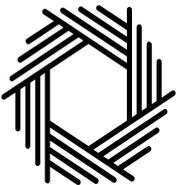
- Roll Call to Confirm Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the July 7, 2021 Special Board of Supervisors' Meeting**  
*(provided under separate cover)*
- 2. **Consideration of the Minutes of the July 20, 2021 Board of Supervisors' Meeting** *(provided under separate cover)*
- 3. **Consideration of Resolution 2021-05, Approving an Annual Meeting Schedule for Fiscal Year 2022**

### Business Matters

- 4. **Consideration of Resolution 2021-06, Authorizing the District to Purchase Construction Materials**
- 5. **Public Hearing on the Adoption of the District's Annual Budget**
  - a. **Public Comments and Testimony**
  - b. **Board Comments**
  - c. **Consideration of Resolution 2021-07, Adopting the Fiscal Year 2022 Budget and Appropriating Funds** *(provided under separate cover)*
- 6. **Public Hearing on the Imposition of Special Assessments**
  - a. **Public Comments and Testimony**
  - b. **Board Comments**
  - c. **Consideration of Resolution 2021-08, Imposing Special Assessments and Certifying an Assessment Roll** *(provided under separate cover)*
- 7. **Ratification of Payment Authorization Nos. 115 – 116**
- 8. **Recommendation of Work Authorization/Proposed Services (if applicable)**
- 9. **Review of District's Financial Position and Budget to Actual YTD**

### Other Business

- A. **Staff Reports**



pfm

1. District Counsel
  2. District Manager
  3. District Engineer
  4. Construction Supervisor
  5. Landscape Supervisor
  6. Irrigation Supervisor
- B. Supervisor Requests

**Adjournment**



**Postras East  
Community Development District**

**Minutes of the July 7, 2021  
Special Board of Supervisors' Meeting**  
*(provided under separate cover)*

# **Postras East Community Development District**

**Minutes of the July 20, 2021  
Board of Supervisors' Meeting**  
*(provided under separate cover)*

**Postras East  
Community Development District**

**Resolution 2021-05,  
Approving an Annual Meeting Schedule  
for Fiscal Year 2022**

**RESOLUTION 2021-05**

**A RESOLUTION OF THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in City of Orlando, Florida; and

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

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

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

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

1. Regular meetings of the District's Board shall be held as provided on the schedule attached hereto as **Exhibit A**.
2. In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file annually with Orange County a schedule of the District's regular meetings.
3. This Resolution shall take effect immediately upon adoption.

**Adopted this 17th day of August, 2021.**

**ATTEST:**

**POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman

## **EXHIBIT A**

### **Poitras East Community Development District Fiscal Year 2021-2022**

The Board of Supervisors of the Poitras East Community Development District will hold its meetings for the Fiscal Year 2022 at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, Florida 32827 at \_\_\_\_\_ p.m. on the third Tuesday of each month unless otherwise noted below.

October 19, 2021  
November 16, 2021  
December 14, 2021  
January 18, 2022  
February 15, 2022  
March 15, 2022  
April 19, 2022  
May 17, 2022  
June 21, 2022  
July 19, 2022  
August 16, 2022  
September 20, 2022

### **Construction Committee of the Boggy Creek, Greenway, Midtown & Myrtle Creek Improvement Districts and the Poitras East Community Development District Fiscal Year 2020-2021**

The Construction Committee of the Boggy Creek, Greenway, Midtown and Myrtle Creek Improvement Districts and the Poitras East Community Development District will be meeting for the Fiscal Year 2022 in the office of Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789 at 3:30 p.m. every other week as follows:

October 7 & 21, 2021  
November 4 & 18, 2021  
December 2, 16 & 30, 2021  
January 13 & 27, 2022  
February 10 & 24, 2022  
March 10 & 24, 2022  
April 7 & 21, 2022  
May 5 & 19, 2022  
June 2, 16 & 30, 2022  
July 14 & 28, 2022  
August 11 & 25, 2022  
September 8 & 22, 2022

**Postras East  
Community Development District**

**Resolution 2021-06,  
Authorizing the District to Purchase  
Construction Material**

**RESOLUTION 2021-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AN INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

**WHEREAS**, the District's Board of Supervisors ("Board"), upon recommendation of the District Engineer, has adopted an improvement plan for the construction and installation of certain infrastructure improvements within the District ("Improvements"); and

**WHEREAS**, the District has or will enter into various construction contracts for the construction and installation of the Improvements ("Construction Contract(s)"); and

**WHEREAS**, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

**WHEREAS**, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

**WHEREAS**, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

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

**SECTION 1.** The District Engineer, the District Manager or another individual as shall be appointed by the Board (“Purchasing Agent”) shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

**SECTION 2.** The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed 10% above the cost amount contained therein.

**SECTION 3.** The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

**SECTION 4.** Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District’s Purchasing Agent as provided for in the District Engineer’s agreement with the District.

**SECTION 5.** The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

**SECTION 6.** The District Manager is hereby directed to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

**SECTION 7.** Unless otherwise provided in a written contract between the District and a particular contractor, the procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District.

**SECTION 8.** The actions of current and prior members of the Board and District staff in effectuating the District’s direct purchase of materials relative to the Construction Contracts, including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District’s Chairperson and/or the Board, and are hereby ratified, approved and confirmed all respects.

**SECTION 9.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 10.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 17th day of August, 2021.

ATTEST:

**POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson / Vice Chairperson

Exhibit A: Form of Work Authorization

Exhibit B: Procurement Procedures for Owner Purchased Material

**EXHIBIT A**

**Work Authorization**

\_\_\_\_\_, 20\_\_

Board of Supervisors  
Poitras East Community Development District  
3501 Quadrangle Boulevard, Suite 270  
Orlando, Florida 32817

Subject: **Work Authorization Number** \_\_\_\_  
**Poitras East Community Development District**

Dear Chairperson, Board of Supervisors:

**Donald W. McIntosh Associates, Inc.** (“Engineer”) is pleased to submit this work authorization to provide engineering services for the Poitras East Community Development District (“District”). We will provide these services pursuant to our current agreement dated \_\_\_\_\_ (“Engineering Agreement”) as follows:

**I. Scope of Work**

The Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District’s Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

**II. Compensation**

The Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

**III. Other Direct Costs**

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

**APPROVED AND ACCEPTED**

Sincerely,

By: \_\_\_\_\_  
Authorized Representative of District  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Donald W. McIntosh Associates, Inc.  
Date: \_\_\_\_\_

## COMPOSITE EXHIBIT B

### **PROCUREMENT PROCEDURES FOR OWNER PURCHASED MATERIAL**

1. Purchase Requisition Request Forms. Prior to CONTRACTOR ordering construction materials, OWNER's Purchasing Agent shall prepare and forward to CONTRACTOR a list of materials that the OWNER intends to purchase directly. CONTRACTOR prepares separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier.

2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER's Purchasing Agent shall prepare Purchase Orders in the form attached hereto as **Attachment 2**, for construction materials which the OWNER, in its sole discretion, wishes to purchase directly. Purchase Orders shall require that the supplier provide required shipping and handling insurance. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.

3. Certificate of Entitlement. The OWNER's Purchasing Agent shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3** and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. OWNER's Purchasing Agent shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Owner Purchased Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Owner Purchased Materials in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Owner Purchased Materials.

5. Reduction in Contract Price. The materials portion for any pay item containing Owner Purchased Materials will be held in abeyance until all Owner Purchased Materials have been delivered and installed. Once all Owner Purchased Materials have been delivered and installed,

and the CONTRACTOR has received an approved pay application for one hundred percent (100%) of the installation cost for these materials, a deductive change order will be processed in the actual amount of the materials purchased directly by the OWNER, plus any sales taxes that would have been charged had the CONTRACTOR purchased the materials.

Upon approval of the deductive change order by the OWNER, the CONTRACTOR may include the cost of materials and the amount of the deductive change order in the next pay application.

The intent of this provision is to cause the contract price to be reduced by the amount OWNER pays for Owner Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Owner Purchased Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER's Purchasing agent the bills of lading for delivered materials within fifteen (15) calendar days of receipt of said Owner Purchased Materials. Upon request, CONTRACTOR shall provide a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER's Purchasing Agent. Upon receipt of the appropriate documentation, the OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Owner Purchased Materials and shall not be entitled to retain the standard five percent (5%) amount of the progress payment.

CONTRACTOR shall affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials. CONTRACTOR shall further affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Owner Purchased Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Owner Purchased Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Owner Purchased Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Owner Purchased Materials. The CONTRACTOR agrees to indemnify

and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Owner Purchased Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Owner Purchased Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket, bill of lading, and/or an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER's Purchasing Agent may require. All invoices for Owner Purchase Materials shall include the Owner's consumer certificate of exemption number. The OWNER's Purchasing Agent will forward all invoices to the CONTRACTOR. Within 10 days (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site(s) and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Owner Purchased Materials delivered to the site and whether any defects or non-conformities exist in such Owner Purchased Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Owner Purchased Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER's Purchasing Agent for any Owner Purchased Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Owner Purchased Materials conform to specifications, and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered, and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Owner Purchased Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER's Purchasing Agent of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR

shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the Project, including any available liquidated or delay damages.

8. Title. Notwithstanding the transfer of Owner Purchased Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Owner Purchased Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Owner Purchased Materials. Owner shall be the named insured and such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Owner Purchased Materials and the time when the last of such Owner Purchased Materials is incorporated into the Project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Owner Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Owner Purchased Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Owner Purchased Materials.

Attachment 1

**PURCHASE REQUISITION REQUEST FORM**

1. Contact Person for the material supplier.  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_
2. Manufacturer or brand, model or specification number of the item.  
\_\_\_\_\_  
\_\_\_\_\_
3. Quantity needed as estimated by CONTRACTOR. \_\_\_\_\_
4. The price quoted by the supplier for the construction materials identified above.  
\$ \_\_\_\_\_
5. The sales tax associated with the price quote. \$ \_\_\_\_\_
6. Shipping and handling insurance cost. \$ \_\_\_\_\_
7. Delivery dates as established by CONTRACTOR. \_\_\_\_\_

**OWNER: Poitras East Community Development District**

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

Attachment 2

**PURCHASE ORDER**

1. **SEE ATTACHED PURCHASE REQUISITION REQUEST FORM DATED**  
\_\_\_\_\_.

2. Poitras East Community Development District State of Florida sales tax exemption certificate number: \_\_\_\_\_.

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (“**Goods**”) listed in the proposal attached as **Exhibit A**.

**Price** – \$\_\_\_\_\_

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

_____	_____
Owner	Seller
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Executed: _____	Date Executed: _____

**EXHIBIT A:** Proposal  
**EXHIBIT B:** Terms and Conditions

**PURCHASE ORDER EXHIBIT A**

[attach proposal]

## PURCHASE ORDER EXHIBIT B

### TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point designated by Owner's contractor. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use for the Owner's purposes. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if

such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.

13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or **Exhibit A**, this document shall control.



**Postras East  
Community Development District**

**Resolution 2021-07,  
Adopting the Fiscal Year 2022 Budget  
and Appropriating Funds**  
*(provided under separate cover)*

**Postras East  
Community Development District**

**Resolution 2021-08,  
Imposing Special Assessments  
and Certifying an Assessment Roll**  
*(provided under separate cover)*

**Postras East  
Community Development District**

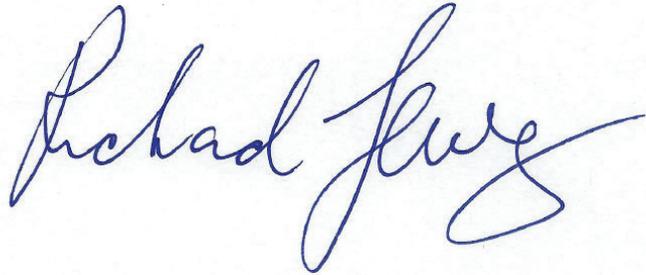
**Payment Authorization  
Nos. 115 – 116**

# Postras East Community Development District

## Payment Authorization #115

7/16/2021

Item No.	Payee	Invoice Number	General Fund
1	<b>Egis Insurance Advisors</b> FY 2021 Insurance - Policy Change	13680	\$ 935.00
2	<b>Orlando Sentinel</b> Legal Ad on 06/30/2021	OSC38857394	\$ 241.25
<b>TOTAL</b>			<b>\$ 1,176.25</b>



Chairperson

**RECEIVED**

By Amanda Lane at 11:28 am, Jul 19, 2021

# Postras East Community Development District

## Payment Authorization #116

7/30/2021

Item No.	Payee	Invoice Number	General Fund
1	<b>PFM Group Consulting</b>		
	DM Fee: July 2021	DM-07-2021-43	\$ 2,916.67
	June Reimbursables	OE-EXP-07-38	\$ 16.87
2	<b>Supervisor Fees - 07/20/2021 Meeting</b>		
	Richard Levey	--	\$ 200.00
3	<b>VGlobalTech</b>		
	Quarter 2 ADA Audit	2844	\$ 300.00
	July Website Maintenance	2876	\$ 125.00
<b>TOTAL</b>			<b>\$ 3,558.54</b>



Chairperson

Postras East Community Development District  
c/o PFM Group Consulting  
3501 Quadrangle Boulevard, Ste. 270  
Orlando, FL 32817  
LaneA@pfm.com // 407-723-5925

**RECEIVED**

By Amanda Lane at 8:36 am, Aug 02, 2021

**Postras East  
Community Development District**

**Work Authorization/Proposed Services  
*(if applicable)***

**Postras East  
Community Development District**

**District's Financial Position and  
Budget to Actual YTD**

**Poitras East CDD**  
Statement of Financial Position  
As of 7/31/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<b><u>Assets</u></b>				
<b><u>Current Assets</u></b>				
General Checking Account	\$71,505.45			\$71,505.45
Series 2020 Debt Service Reserve		\$243,602.66		243,602.66
Series 2020 Interest		8.47		8.47
Total Current Assets	<u>\$71,505.45</u>	<u>\$243,611.13</u>	<u>\$0.00</u>	<u>\$315,116.58</u>
<b>Total Assets</b>	<u><u>\$71,505.45</u></u>	<u><u>\$243,611.13</u></u>	<u><u>\$0.00</u></u>	<u><u>\$315,116.58</u></u>
<b><u>Liabilities and Net Assets</u></b>				
<b><u>Current Liabilities</u></b>				
Accounts Payable	\$5,734.79			\$5,734.79
Accounts Payable			\$3,550.50	3,550.50
Total Current Liabilities	<u>\$5,734.79</u>	<u>\$0.00</u>	<u>\$3,550.50</u>	<u>\$9,285.29</u>
<b>Total Liabilities</b>	<u><u>\$5,734.79</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,550.50</u></u>	<u><u>\$9,285.29</u></u>
<b><u>Net Assets</u></b>				
Net Assets, Unrestricted	(\$63,275.11)			(\$63,275.11)
Net Assets - General Government	67,906.97			67,906.97
Current Year Net Assets - General Government	61,138.80			61,138.80
Net Assets, Unrestricted		\$33,175.73		33,175.73
Current Year Net Assets, Unrestricted		210,435.40		210,435.40
Net Assets, Unrestricted			(\$11,586.21)	(11,586.21)
Current Year Net Assets, Unrestricted			8,035.71	8,035.71
<b>Total Net Assets</b>	<u><u>\$65,770.66</u></u>	<u><u>\$243,611.13</u></u>	<u><u>(\$3,550.50)</u></u>	<u><u>\$305,831.29</u></u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$71,505.45</u></u>	<u><u>\$243,611.13</u></u>	<u><u>\$0.00</u></u>	<u><u>\$315,116.58</u></u>

**Postras East CDD**  
**Statement of Activities**  
As of 7/31/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<b><u>Revenues</u></b>				
Developer Contributions	\$150,707.65			\$150,707.65
Other Income & Other Financing Sources	338.79			338.79
Inter-Fund Group Transfers In		\$0.29		0.29
Debt Proceeds		229,235.78		229,235.78
Inter-Fund Transfers In			(\$0.29)	(0.29)
Debt Proceeds			2,401,102.89	2,401,102.89
<b>Total Revenues</b>	<b>\$151,046.44</b>	<b>\$229,236.07</b>	<b>\$2,401,102.60</b>	<b>\$2,781,385.11</b>
<b><u>Expenses</u></b>				
Supervisor Fees	\$2,000.00			\$2,000.00
D&O Insurance	2,421.00			2,421.00
Management	29,166.70			29,166.70
Engineering	6,129.11			6,129.11
Property Appraiser	296.00			296.00
District Counsel	25,730.87			25,730.87
Audit	3,250.00			3,250.00
Postage & Shipping	105.96			105.96
Legal Advertising	3,950.04			3,950.04
Miscellaneous	338.84			338.84
Web Site Maintenance	2,450.00			2,450.00
Dues, Licenses, and Fees	175.00			175.00
General Insurance	2,960.00			2,960.00
Property & Casualty	935.00			935.00
Personnel Leasing Agreement	10,000.00			10,000.00
Interest Payments (Series 2020)		\$18,808.67		18,808.67
Engineering			\$184,289.74	184,289.74
District Counsel			17,222.50	17,222.50
Legal Advertising			1,885.69	1,885.69
Contingency			2,189,668.97	2,189,668.97
<b>Total Expenses</b>	<b>\$89,908.52</b>	<b>\$18,808.67</b>	<b>\$2,393,066.90</b>	<b>\$2,501,784.09</b>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>				
Interest Income	\$0.88			\$0.88
Interest Income		\$8.00		8.00
Interest Income			\$0.01	0.01
<b>Total Other Revenues (Expenses) &amp; Gains (Losses)</b>	<b>\$0.88</b>	<b>\$8.00</b>	<b>\$0.01</b>	<b>\$8.89</b>
<b>Change In Net Assets</b>	<b>\$61,138.80</b>	<b>\$210,435.40</b>	<b>\$8,035.71</b>	<b>\$279,609.91</b>
<b>Net Assets At Beginning Of Year</b>	<b>\$4,631.86</b>	<b>\$33,175.73</b>	<b>(\$11,586.21)</b>	<b>\$26,221.38</b>
<b>Net Assets At End Of Year</b>	<b>\$65,770.66</b>	<b>\$243,611.13</b>	<b>(\$3,550.50)</b>	<b>\$305,831.29</b>

**Poitras East CDD**  
**Budget to Actual**  
**For the Month Ending 07/31/2021**

	Year To Date			FY 2021 Adopted Budget	Percentage
	Actual	Budget	Variance		
<b>Revenues</b>					
Developer Contributions	\$ 150,707.65	\$ 301,020.83	\$ (150,313.18)	\$ 361,225.00	41.72%
Other Income & Other Financing Sources	338.79	-	338.79	-	
<b>Net Revenues</b>	<b>\$ 151,046.44</b>	<b>\$ 301,020.83</b>	<b>\$ (149,974.39)</b>	<b>\$ 361,225.00</b>	<b>41.82%</b>
<b>General &amp; Administrative Expenses</b>					
Supervisor Fees	\$ 2,000.00	\$ 4,000.00	\$ (2,000.00)	\$ 4,800.00	41.67%
D&O Insurance	2,421.00	2,500.00	(79.00)	3,000.00	80.70%
Trustee Services	-	5,000.00	(5,000.00)	6,000.00	0.00%
Management	29,166.70	29,166.67	0.03	35,000.00	83.33%
Engineering	6,129.11	10,000.00	(3,870.89)	12,000.00	51.08%
Dissemination Agent	-	4,166.67	(4,166.67)	5,000.00	0.00%
Property Appraiser	296.00	-	296.00	-	
District Counsel	25,730.87	20,833.33	4,897.54	25,000.00	102.92%
Assessment Administration	-	6,250.00	(6,250.00)	7,500.00	0.00%
Reamortization Schedules	-	416.67	(416.67)	500.00	0.00%
Audit	3,250.00	5,000.00	(1,750.00)	6,000.00	54.17%
Travel and Per Diem	-	416.67	(416.67)	500.00	0.00%
Telephone	-	83.33	(83.33)	100.00	0.00%
Postage & Shipping	105.96	416.67	(310.71)	500.00	21.19%
Copies	-	416.67	(416.67)	500.00	0.00%
Legal Advertising	3,950.04	8,333.32	(4,383.28)	10,000.00	39.50%
Miscellaneous	338.84	7,500.00	(7,161.16)	9,000.00	3.76%
Web Site Maintenance	2,450.00	2,250.00	200.00	2,700.00	90.74%
Dues, Licenses, and Fees	175.00	145.83	29.17	175.00	100.00%
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 76,013.52</b>	<b>\$ 106,895.83</b>	<b>\$ (30,882.31)</b>	<b>\$ 128,275.00</b>	<b>59.26%</b>
<b>Field Operations</b>					
<b>Electric Utility Services</b>					
Electric	\$ -	\$ 2,083.33	\$ (2,083.33)	\$ 2,500.00	0.00%
<b>Water-Sewer Combination Services</b>					
Water Reclaimed	-	8,333.33	(8,333.33)	10,000.00	0.00%
<b>Other Physical Environment</b>					
General Insurance	2,960.00	2,666.67	293.33	3,200.00	92.50%
Property & Casualty Insurance	935.00	1,250.00	(315.00)	1,500.00	62.33%
Other Insurance	-	208.33	(208.33)	250.00	0.00%
Irrigation Repairs	-	8,333.33	(8,333.33)	10,000.00	0.00%
Landscaping Maintenance & Material	-	62,500.00	(62,500.00)	75,000.00	0.00%
Tree Trimming	-	4,166.67	(4,166.67)	5,000.00	0.00%
Flower & Plant Replacement	-	8,333.33	(8,333.33)	10,000.00	0.00%
Contingency	-	8,333.33	(8,333.33)	10,000.00	0.00%
Hurricane Cleanup	-	16,666.67	(16,666.67)	20,000.00	0.00%
<b>Road &amp; Street Facilities</b>					
Entry and Wall Maintenance	-	2,500.00	(2,500.00)	3,000.00	0.00%
Hardscape Maintenance	-	4,166.67	(4,166.67)	5,000.00	0.00%
Streetlights	-	25,000.00	(25,000.00)	30,000.00	0.00%
Accent Lighting	-	416.67	(416.67)	500.00	0.00%
Alleyway Maintenance	-	8,333.33	(8,333.33)	10,000.00	0.00%
<b>Parks &amp; Recreation</b>					
Personnel Leasing Agreement	10,000.00	10,000.00	-	12,000.00	83.33%
<b>Reserves</b>					
Infrastructure Capital Reserve	-	16,666.67	(16,666.67)	20,000.00	0.00%
Alleyway Reserve	-	4,166.67	(4,166.67)	5,000.00	0.00%
<b>Total Field Operations Expenses</b>	<b>\$ 13,895.00</b>	<b>\$ 194,125.00</b>	<b>\$ (180,230.00)</b>	<b>\$ 232,950.00</b>	<b>5.96%</b>
<b>Total Expenses</b>	<b>\$ 89,908.52</b>	<b>\$ 301,020.83</b>	<b>\$ (211,112.31)</b>	<b>\$ 361,225.00</b>	<b>24.89%</b>
<b>Other Revenues (Expenses) &amp; Gains (Losses)</b>					
Interest Income	\$ 0.88	\$ -	\$ 0.88	\$ -	
<b>Total Other Revenues (Expenses) &amp; Gains (Losses)</b>	<b>\$ 0.88</b>	<b>\$ -</b>	<b>\$ 0.88</b>	<b>\$ -</b>	
<b>Net Income (Loss)</b>	<b>\$ 61,138.80</b>	<b>\$ -</b>	<b>\$ 61,138.80</b>	<b>\$ -</b>	