

Postras East Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; Phone: 407-723-5900
<http://poitrastccdd.com/>

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, June 15, 2021 at Courtyard Orlando Lake Nona, 6955 Tavistock Lakes Blvd, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

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 May 18, 2021 Board of Supervisors' Meeting**

Business Matters

2. **Review and Acceptance of Fiscal Year 2020 Audit (*provided under separate cover*)**
3. **Request to Advertise for RFQ to Prequalified Contractors for District Infrastructure Projects**
4. **Consideration of Sunshine 911 Marking Agreement**
5. **Consideration of the Acquisition of Postras East Master Infrastructure Phase 1B Wastewater Force Main Improvements at a NTE amount of \$450,000**
6. **Ratification of Payment Authorization Nos. 108 – 111**
7. **Recommendation of Work Authorization/Proposed Services (if applicable)**
8. **Review of District's Financial Position and Budget to Actual YTD**

Other Business

- A. Staff Reports
 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 May 18, 2021
Board of Supervisors' Meeting**

**POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES**

FIRST ORDER OF BUSINESS

Roll Call to Confirm Quorum

The Board of Supervisors' Meeting for the Poitras East Community Development District was called to order on Tuesday, May 18, 2021, at 4:00 p.m. at Courtyard Orlando Lake Nona, 6955 Tavistock Lakes Blvd, Orlando, FL 32827.

Present:

Richard Levey	Chairperson	
Julie Salvo	Assistant Secretary	(via phone at 4:01 p.m.)
Brent Schademan	Assistant Secretary	
Frank Paris	Assistant Secretary	

Also, attending:

Jennifer Walden	PFM	(via phone)
Lynne Mullins	PFM	
Amanda Lane	PFM	(via phone)
Kevin Plenzler	PFM	(via phone)
Tucker Mackie	Hopping Green & Sams	
Deborah Sier	Hopping Green & Sams	(via phone)
Jeff Newton	Donald W. McIntosh Associates, Inc.	
Larry Kaufmann	Construction Supervisor & Construction Committee Member	(via phone)
Matt McDermott	Construction Committee Member	
Chris Wilson	Construction Committee Member	
Scott Thacker	District Landscape Supervisor	

SECOND ORDER OF BUSINESS

Public Comment Period

Dr. Levey asked for any public comments. There were no comments at this time.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
April 20, 2021, Board of
Supervisors' Meeting**

Board Members reviewed the minutes from the April 20, 2021, Board of Supervisors' Meeting. Ms. Mullins noted that a change will be made to indicate that Mr. Thacker attended the meeting in person.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Minutes of the April 20, 2021, Board of Supervisors Meeting, as amended.

FOURTH ORDER OF BUSINESS

**Letter from Supervisor of Elections
– Orange County**

Ms. Mullins noted that the District is required to state on the record the number of registered voters within the District. As of April 15, 2021, the District has ten registered voters. No action is required.

FIFTH ORDER OF BUSINESS

**Consideration of Temporary
Construction Easement Agreements**

Ms. Mackie explained that the Temporary Construction Easements are being granted to the District by two separate entities – PR Lake Nona Plaza LLC and Alabama Girl Enterprises, LLC. The receipt of these construction easements is necessary for the District to construct the round-about on Selten Way. Dr. Levey asked if there are any considerations for these easements. Ms. Mackie replied no, not in this case.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Temporary Construction Easement Agreements.

SIXTH ORDER OF BUSINESS

**Consideration of Acquisition of
Luminary Phase 1B**

Ms. Mackie explained that the District Engineer learned that Jr. Davis was well underway with construction of Phase 1B such that the project may be completed sooner than anticipated. The Board is being asked to approve the acquisition of Luminary Phase 1B today so that District staff can begin to prepare closing documentation with the Developer. The amount of the acreage is 10.064 acres. At \$85,000 an acre, that would be an acquisition value of \$855,440.00. She added that this approval would be subject to receipt of all the required documentation pursuant to the District’s Acquisition Agreement with Tavistock.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Acquisition of Luminary Phase 1B subject to receipt of all of the required documentation pursuant to the District’s Acquisition Agreement with Tavistock.

SEVENTH ORDER OF BUSINESS

**Consideration of Utility Easement
Agreement with School Board of
Orange County**

Ms. Mackie explained that the District needs two separate easements for construction of a force main along the outer boundary of property owned by the School Board where the middle school is located. The District needs both a temporary construction easement and a permanent easement that would ultimately be granted to the County for operation of the force main. An appraisal was secured as it was anticipated that value would be paid for these easements. The permanent easement value assigned by the appraiser was \$125,167.00, the temporary construction easement was \$88,670.00, and the total value was \$213,837.00. The District approved the form of the easements at its last meeting. Today the Board is being presented with a Utility Easement Agreement with

the School Board that obligates the District to pay those funds to the School Board for the temporary and permanent construction easements. She added that there will be payment for both easements even though the permanent easement ultimately will be going to the County. Dr. Levey asked what was the consideration for the temporary construction easement as it seems high. Ms. Mackie responded that she believes it had to do with the amount of space needed. According to the appraiser, the value for the temporary construction easement was calculated at 25% of the overall permanent easement value. She agreed that she thought it was a substantial fee as well. Mr. Schademan asked if this was a one-time fee. Ms. Mackie responded that it is. She added that the District's CIP did not identify or anticipate this acquisition cost. Anything over and above the CIP and anything not funded with bonds is being funded by the Developer. The District does have funds in the issuance of the BAN to pay this today.

Dr. Levey asked who negotiated this and if anyone pushed back. Ms. Mackie responded that she believes that Tavistock negotiated this. Dr. Levey asked if the District has already agreed to the acquisition and this is just a valuation. Ms. Mackie stated that the District has not agreed to the acquisition; that is what is being presented for consideration today. She noted that the force main was included in the District's construction project but the District did not anticipate paying value for this type of easement. Discussion ensued about the location of the easement. Dr. Levey stated this is something we need to move forward with but it seems like a discussion needs to be had with the School Board regarding the cost for the TCE. Ms. Mackie replied that she can speak to Ms. Bernard, who did not negotiate the easements, to relay the displeasure of the Board and request an explanation of the TCE cost.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Utility Easement Agreement with School Board of Orange County in substantial form and directed District Counsel to reach out to Ms. Bernard to get an explanation on the TCE cost with Chair given the ability to approve.

EIGHTH ORDER OF BUSINESS

**Consideration of Non-Ad Valorem
Assessment Administration
Agreement**

Ms. Mullins explained that this agreement is with the Orange County Property Appraiser in order for the assessments to be on the tax roll. There will be an administrative fee in the amount of \$1 per parcel assessed with a non-ad valorem tax. This agreement comes before the Board each year and is the same agreement Poitras East's sister Districts have entered into.

On Motion by Mr. Paris, second by Mr. Schademan, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Non-Ad Valorem Assessment Administration Agreement.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2021-
03, Approving a Preliminary Budget
for Fiscal Year 2022, Declaring
Special Assessments and Setting a
Date for Public Hearings**

Ms. Mullins noted that the preliminary budget is attached as an exhibit to the Resolution and is the same amount as last year. As the District would be switching over to assessments for the O&M budget, the public hearing for declaring special assessments would also be at the same time as the adoption of the final budget. District staff will be sending out the appropriate mailed and published notices and suggests both public hearings be held on August 17, 2021, at 4:00 p.m. at this location. As a reminder, today we are just setting the overall budget ceiling that we cannot go above. We can always reduce the budget if need be.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved Resolution 2021-03, Approving a Preliminary Budget for Fiscal Year 2022, Declaring Special Assessments and Setting a Date for Public Hearings for August 17, 2021, at 4:00 p.m. at the Courtyard by Marriott Orlando Lake Nona, 6955 Tavistock Lakes Blvd., Orlando, FL 32827.

TENTH ORDER OF BUSINESS

**Ratification of Payment
Authorization Nos. 104-107**

The Board reviewed Payment Authorization Nos. 104-107.

On Motion by Mr. Paris, second by Mr. Schademan, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified Payment Authorization Nos. 104-107.

ELEVENTH ORDER OF BUSINESS

**Recommendation of Work
Authorization/Proposed Services**

There were no Work Authorizations for this District at this time.

TWELFTH ORDER OF BUSINESS

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

The Board reviewed the financials through the end of April. The District has expenses of \$60,000.00 vs. a budget of \$361,000.00. The District is under budget and no action is required by the Board.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Manager – Ms. Mullins noted the next meeting will be Tuesday, June 15, 2021, at the Courtyard Orlando Lake Nona.

District Engineer – Mr. Newton reviewed the Construction Contract Status Memorandum (Minutes Exhibit A) with the Board. He explained that Luminary Phase 1A hasn't changed a lot since last month as the project is still in a holding pattern due to the traffic signal situation. The consultants are working on the interim striping and signage

plan in an attempt to get Orange County to allow the District to open Luminary Blvd. Phase 1A. It's probably going to take two to three months to get through that. Dr. Levey asked if there was a delay in delivering the signal. Mr. Newton responded that the signal was delayed in design and permitting, and because signals have a long lead time on mast arms, currently around 6 months, it is probably going to be the first quarter of next year before we have an operational signal. He added that he has talked with Orange County and they are entertaining an interim striping and channelization of the intersection to allow for temporary operation without a traffic signal. There is a traffic consultant working on that plan right now, and once that is submitted and approved, the interim measures will be implemented with the goal of getting that roadway opened. He noted that it will probably be July or August before that can be put in place. For Master Infrastructure Phase 1B, the Developer's contractor is ahead of schedule. For the traffic signal at Narcoossee Road and Luminary Boulevard, and the construction of Phase 1C and Segment F, both projects were awarded last month and are in the process of contract execution. For Phase 1D and the Off-Site Force Main, construction commencement for both projects is pending issuance of final permits. For Phase 1D, easements and right-of-way dedications for the Laureate Boulevard roundabout need to be finalized. For Pearson Avenue Phase 2, the project is in the permitting process.

Construction Supervisor – No Report

Landscape Supervisor- No Report

Irrigation Supervisor- No Report

FOURTEENTH ORDER OF BUSINESS

Supervisor Requests & Adjournment

There were no Supervisor requests or audience comments. Dr. Levey requested a motion to adjourn.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the May 18, 2021, meeting of the Board of Supervisors for the Poitras East Community Development District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

EXHIBIT A



**DONALD W. MCINTOSH
ASSOCIATES, INC.**

MEMORANDUM

DATE: May 18, 2021
TO: Poitras East Community Development District
Board of Supervisors
FROM: Donald W. McIntosh Associates, Inc.
District Engineer
RE: Construction Contract Status

Dear Board Members,

CIVIL ENGINEERS

Please accept this correspondence as a current summary of our construction contract status. Listed below by project is a brief summary of recent contract activity.

LAND PLANNERS

Master Infrastructure Phase 1A – Jr. Davis Construction Company, Inc.

SURVEYORS

(Note: this construction contract is between TDCP and JDC)

Construction Status: Road, utility improvements and landscape (except for sod) are complete. Luminary Boulevard final lift of asphalt, the southbound auxiliary lane and the left turn lane improvements on Narcoossee Road are delayed until an interim Maintenance of Traffic (MOT) plan is approved by Orange County. This interim MOT plan is currently being prepared and is scheduled for submittal in June. Once approved, the interim MOT plan will allow traffic to enter/exit Luminary Blvd until the new traffic signal is constructed and placed into operation.



Recommended Motion: None.

Narcoossee/Luminary Traffic Signal – The New Florida Industrial Electric

Construction Status: District staff is working with the contractor on contract documents.

Change Order (C.O.) Status: None

Recommended Motion: None

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

F:\Proj2017\17170\ENGGadmin\C\ec092 Construction Memo 5-18-21.docx



Memorandum

*Re: Poitras East Community Development District
Construction Contract Status*

May 18, 2021

Page 2

Master Infrastructure Phase 1B – Jr. Davis Construction Company, Inc.

(Note: this construction contract is between TDCP and JDC)

Construction Status: Contractor has finished 90% of site grading, potable water, sanitary sewer, reclaimed water and storm sewer systems construction as well as OUC electrical conduits and vaults. Curb, gutter and base material are installed on the westbound lanes while work is in underway to do the same on the eastbound lanes.

Recommended Motion: None.

Master Infrastructure Phase 1C & Centerline Drive Segment F – Jr. Davis Construction Company

Construction Status: District staff is working with the contractor on contract documents.

Change Order (C.O.) Status: None

Recommended Motion: None

Infrastructure Phase 1D – Jr. Davis Construction Company

Construction Status: Notice to Proceed is pending issuance of all required permits and acquisition of required off-site right-of-way and easements.

Change Order (C.O.) Status: None

Recommended Motion: None.

Off-Site Force Main to Tavistock Lakes Boulevard – JMHC

Construction Status: Notice to Proceed is pending issuance of all required permits and acquisition of required off-site easements.

Change Order (C.O.) Status: None

Recommended Motion: None.



Memorandum

*Re: Poitras East Community Development District
Construction Contract Status*

May 18, 2021

Page 3

Street A Phase 1 (aka Pearson Avenue) – Jr. Davis Construction Company

Construction Status: This project is in permitting and is intended to be constructed by the master developer due to its close association with Master infrastructure Phase 1B and the adjacent subdivision construction in Parcel N-3, both of which are being constructed by the master developer.

Recommended Motion: None.

Street A Phase 2 (aka Pearson Avenue) – Contractor TBD

Construction Status: This project is in the design and permitting stage and is intended to be constructed by the District. Bidding is likely to occur in the late-summer.

Change Order (C.O.) Status: None

Recommended Motion: None.

Should there be any questions, please do not hesitate to call.

Thank you.

End of memorandum.

c: Larry Kaufmann
Matt McDermott
Chris Wilson
Dan Young
Tarek Fahmy

**Postras East
Community Development District**

Fiscal Year 2020 Audit
(provided under separate cover)

**Postras East
Community Development District**

**Advertise for RFQ to Prequalified Contractors for
District Infrastructure Projects**

**REQUEST FOR QUALIFICATIONS
FOR CONSTRUCTION SERVICES
BOGGY CREEK IMPROVEMENT DISTRICT
GREENEWAY IMPROVEMENT DISTRICT
MIDTOWN IMPROVEMENT DISTRICT
MYRTLE CREEK IMPROVEMENT DISTRICT
POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA**

The Boggy Creek Improvement District, Greeneway Improvement District, Midtown Improvement District, Myrtle Creek Improvement District, and Poitras East Community Development District (“Districts”) request Applications for Qualification from firms interested in providing construction services for master infrastructure improvements. Upcoming projects may include the construction of various infrastructure improvements in and around the Districts including roadways, stormwater drainage facilities, utility facilities, and other public improvements.

To be eligible to submit qualifications, firms must hold all required applicable licenses in good standing and be authorized to do business in the City of Orlando, Orange County, and the State of Florida.

Applicants may request an Application for Qualification from Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park Florida 32789, beginning, _____, 2021, after 1:00 p.m. Applicants must submit one original and two copies of the Application for Qualification, along with one (1) electronic copy (PDF format on a USB flash drive), by 11:30 a.m. on _____, 2021. Address responses to: Mr. Jeffrey Newton, District Engineer, 2200 Park Avenue North, Winter Park, Florida 32789.

Qualified firms will be selected based on experience, qualifications of personnel, and ability to perform construction services. Packages will be reviewed and rated by a committee appointed by the Districts’ respective Board of Supervisors, with final selection expected to be made at a publicly noticed Board of Supervisors meeting as soon as practicable after receipt of the recommendations of the Committee appointed by the Board to evaluate the submitted packages. At that time, all qualified firms may be assigned a project qualification and aggregate dollar limit for work under District contracts. All applicants will be promptly notified after the construction firms are selected. The pre-qualification decisions of the Board of Supervisors shall be valid for a period of two (2) years, after which the Board of Supervisors may either extend the prequalification period for an additional two (2) years or open the prequalification process again, at its sole discretion. The Districts reserve the right to waive any informality in the qualifications submitted, to reject any and all qualifications submitted and to advertise for the services.

Pre-qualified firms will be eligible to bid on construction projects subject to the applicant’s approved project and aggregate limit. Failure to pre-qualify may preclude the Districts from awarding contracts for construction services to non-qualified firms.

Applicants may contact the District Engineer, at Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, Florida 32789, until the qualifications submittal deadline for further information. All requests for information shall be in writing.

Jennifer Walden, District Manager

Publication Dates: _____, 2021

DETERMINATION OF QUALIFIED PROSPECTIVE CONTRACTOR

The Poitras East Community Development District ("District") is authorized to maintain a list of qualified contractors ("Qualified Prospective Contractors") to submit bids for the procurement of District Master Infrastructure projects. Any contractor desiring to submit a bid to provide work for the District must submit a properly completed Contractor's Prequalification Statement to the District Engineer for review and evaluation.

The District shall evaluate the Contractor's Prequalification Statement and based on the District's judgment of the information provided, shall issue in writing to the contractor, the District's rating as to the classification(s) of the Work and the maximum Bid dollar amount for which the Qualified Prospective Contractor can submit a Bid to the District.

A Qualified Prospective Contractor shall mean a prospective contractor which in the sole judgment of the District has the capability, in all respects, to perform fully the contract requirements, and the business integrity and reliability which will assure good faith performance. In determining the Qualified Prospective Contractor's qualifications, the following criteria will be considered:

- The ability, capacity, and skill of the contractor to perform the contract or provide the work required;
- Whether the contractor can perform the contract or provide the work promptly, or within the time specified, without delay or interference;
- The character, integrity, reputation, judgment, experience, and efficiency of the contractor;
- The quality of performance of previous contract or work. For example, the following information will be considered:
 - o The cost overrun incurred by owners on previous contracts with contractor;
 - o The contractor's compliance record with contract general conditions on other projects;
 - o The contractor's record for completion of the work within the Contract Time or within Contract Milestones and contractor's compliance with scheduling and coordination requirements on other projects;
 - o The quality, availability, and adaptability of the goods or work to the particular use required;
 - o The contractor's demonstrated cooperation with owners, architects, engineers, and others on previous contracts; and,
 - o Whether the work performed and materials furnished on other contracts were in accordance with the Contract Documents.
- The previous and existing compliance by the contractor with laws and ordinances relating to contracts or work;
- The sufficiency of the financial resources and ability of the contractor to perform the contract or provide the work;
- The ability of the contractor to fulfill its guarantee and warranty period;
- Such other information as may be secured by the Board having a bearing on the decision to award a contract to include, but not be limited to:

- o The ability, experience, and commitment of the contractor to properly and reasonably plan, schedule, coordinate, and execute the work; and,
- o Whether the contractor has ever been debarred from bidding or found ineligible for bidding on any other projects.
- The District will make such inquiries and investigations as deemed necessary to verify and evaluate the applicant's statements regarding:
 - o The necessary organization and management including experience possessed by the applicant's employees;
 - o Adequate equipment, as shown on the equipment list, to perform normal operations for each class of work in the industry such as that called for in the Contract Documents in force at the time of application;

If herein required, or if requested by the District at any time after the conclusion of the initial pre-qualification process, the Qualified Prospective Contractor shall submit a certified financial statement(s) in a form acceptable to the District, prepared no later than the past 180 days, indicating current financial resources, current bonding capacity, liabilities, capital equipment, and past financial history performance. Based on this updated financial information, the District, in its sole discretion, may adjust the Qualified Prospective Contractor's Prequalification contract limits or deem the Qualified Prospective Contractor no longer qualified with respect to future District Master Infrastructure projects. In this instance, the Qualified Prospective Contractor acknowledges the right of the District to refuse acceptance of a bid from any Qualified Prospective Contractor who fails to submit to the District documentation that may be required by the District. In such a case, such bid shall be rejected as non-responsive.

Furthermore, a Qualified Prospective Contractor acknowledges the right of the District to determine a Qualified Prospective Contractor to be not qualified to submit a Bid in response to the District's Advertisement for Bids at the sole determination of the District for, but not necessarily limited to, any of the following specific reasons:

- Failure to submit a properly completed Contractor's Prequalification Statement in accordance with the above requirements;
- Failure of the Qualified Prospective Contractor's rating by the District as to classification of the Work and the maximum Bid dollar amount to meet the requirements of the Bid;
- Reason to believe that collusion exists among Bidders;
- Determination of lack of competency as may be revealed by qualification statements, financial statements, experience records, or other sources;
- The Qualified Prospective Contractor's uncompleted work load which, in the judgment of the Board, may cause detrimental impact on timely completion of the project being bid;
- The Qualified Prospective Contractor's Surety is unacceptable to District.
- Submission of excessive or unreasonable suggested modifications to the District's Standard Form of Construction Contract, attached/included.

Any contractor submitting a Contractor's Prequalification Statement, which in its judgment is adversely affected by the District's rating as to the contractor's qualifications and wishes to protest such decision

must file with the District a notice of protest in writing within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after receipt of the notice of the District's ranking, and shall file a formal written protest within seven (7) days (including Saturdays, Sundays and state holidays) after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. **Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings under Florida law and the District's Rules of Procedure.** You may obtain a copy of the District's Rules of Procedure by contacting the District Manager's Office at 12051 Corporate Blvd., Orlando, Florida 32817.

**Postras East
Community Development District**

Sunshine 911 Marking Agreement

FACILITIES LOCATING AND MARKING
SERVICE CONTRACT

THIS CONTRACT is entered into as of June 11, 2021, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and Poitras East Community Development District (**Customer**), each individually a party, and collectively, the parties.

BACKGROUND

- A. Customer owns and operates Facilities in the geographic area described on Exhibit A to this Contract (**Excavation Notification Area**).
- B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's Facilities in the Contract Service Area.

CONTRACT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

- 1. Definitions. In addition to the terms defined above the following capitalized terms when used in this Contract shall have the following meanings:
 - 1.1 **Advance Locate Service** means conductive, inductive, and map based measurement locating methods which may include hand digging and/or vacuum excavation to accurately complete a Locate which may include hand digging and/or vacuum excavation.
 - 1.2 **Annual Contract Value** means the aggregate of the last twelve months' Contract revenue.
 - 1.3 **APWA** means the American Public Works Association and its Underground Utility Location and Coordination Council.

- 1.4 **Atypical Condition (AC)** means any unusual condition, exigency, or occurrence at a given worksite that requires USIC's use of extra resources (including but not limited to manhole or vault entry, Unlocatable Facilities, labor, time, and equipment) outside of those routinely expended by USIC to accurately and safely complete a Locate.
- 1.5 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this Contract begins and the anniversary date each year after.
- 1.6 **Custom Reporting** means any reporting request from customer to USIC that cannot be accomplished by customer via USIC customer portal.
- 1.7 **Customer's Facilities** means any Facilities owned or operated by Customer.
- 1.8 **Damage Investigation Fee** means the fee charged to Customer for any damage investigation performed by USIC (to include Site photographs, measurements and/or other applicable forensic data) from which it is determined USIC is not at fault.
- 1.9 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 1.10 **Emergency Normal Hours Locate** means a request for a Locate that arises from a condition that threatens life, health or property as defined by applicable state law and are transmitted during USIC's normal, non-holiday business hours Monday through Friday (7:00 am – 5:00 pm).
- 1.11 **Emergency After Hours Locate** means a request for a Locate that arises from a condition that threatens life, health or property as defined by applicable state law and is transmitted on weekends or on weekdays outside of the USIC's normal business hours (7:00 am – 5:00 pm).

- 1.12 **Emergency Holiday Locate** means a request for a Locate that arises from a condition that threatens life, health or property as defined by applicable state law and/or is transmitted on any Federally observed holiday (New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Days, Thanksgiving Day, Christmas Day) or any state One-Call holiday.
- 1.13 **Environmental Handling Fee** means a fee imposed to cover USIC's cost and labor associated with proper use, disposal, and storage or recycling of any hazardous or harmful material to the environment.
- 1.14 **Excavator** means any person or entity which engages directly in excavation.
- 1.15 **Facilities** means any item used in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors, either above or below ground.
- 1.16 **Gridding (also known as "Excavation Notification Area")** means the geographic boundary area identified by Customer and provided to the applicable state One-Call center which is used to determine whether a request for Locate will generate a ticket for Customer after receipt of an Excavator's notification of intent to excavate (i.e., receipt of a locate ticket).
- 1.17 **Hazardous Materials** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

- 1.18 **High Profile Facilities** means non-residential fiber cables, telecom cables 1200 pair or greater, electrical switchgears, 1000MCM(Mill) cable, 6" or greater gas mains, and 10" or greater water mains.
- 1.19 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.20 **Locatable Facilities** means Customer's Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.
- 1.21 **Locate** means the process of providing Locate Services in response to an Excavator's notice of intent to excavate in accordance with this Contract.
- 1.22 **Locate Service** means using Standard Locate Services or Advance Locate Services to determine: 1) the presence or absence of Customer's Facilities; 2) whether Customer's Facilities conflict with proposed excavations; and 3) where appropriate, the Marking of the proper path or routes of Customer's Facilities with Reasonable Accuracy.
- 1.23 **Locator At Fault Damage** means Damage to Customer's Facilities caused by an Excavator that occurs as a direct result of USIC not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to Customer's Facilities arising from USIC's late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.
- 1.24 **Locator Not At Fault Damage** means Damage to Customer's Facilities caused by an Excavator or other third party that occurs for any other reason other than USIC not performing the Locate with Reasonable Accuracy.

- 1.25 **Marking** means the use of stakes and flags, paint or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the APWA.
- 1.26 **Project Locate** is a ticket type designated by the state one call center or is any Locate that involves multiple addresses or requires more than 30 minutes to Locate Facilities at the excavation Site. Project Locate time is tracked using system time thresholds and may include any ticket type (including but not limited to tickets designated as routine, normal, and/or emergency).
- 1.27 **Reasonable Accuracy** means the placement of appropriate Markings within the applicable state's tolerance zone.
- 1.28 **Repair Costs** means the reasonable and customary, actual costs incurred by Customer to repair Damage to Customer's Facilities arising from Locator At Fault Damages, but shall specifically exclude any Third Party Administrator fees. "Repair Costs" is equal to only the actual labor, equipment, and material costs incurred by Customer to repair the Damage to Customer's Facilities as supported by actual invoice and/or receipts for work completed by each repair contractor. This shall include reasonable and customary costs incurred by Customer's in-house labor and 3rd party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. "Repair Costs" specifically excludes, except where prohibited by law: the costs and expenses listed in paragraph 7.2; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of Customer's Facilities); administrative charges including third party administrator fees; and costs arising out of collection actions, whether incurred by the Customer or collection agencies.
- 1.29 **Services** means the services to be provided by USIC under this Contract.

- 1.30 **Site** means the premises where Services are performed and Customer has ownership or exercises control.
- 1.31 **Site Visit** means to visit the Site of a request for a Locate, but there are no Locatable Facilities to be marked.
- 1.32 **Standard Locate Service** means 1) determining whether the Customer's Facilities are in conflict with proposed excavations when employing one conductive hook-up point on either side of a Locate target that is Identifiable, and 2) Marking, where appropriate, the proper path or routes of Customer's Facilities with Reasonable Accuracy.
- 1.33 **Telecommunications Vault or Manhole Entry** as stated 29 CFR 1910.269(x) is defined as an "enclosed space" or as a working space, such as a manhole, vault, tunnel, or shaft, that has limited means of egress or entry, that is designed for periodic employee entry under normal conditions, and that does not contain a hazardous atmosphere, but that may contain a hazardous atmosphere under abnormal conditions. "Manhole vaults" are confined spaces where a person's entire body can enter as opposed to "handhole vaults" where a person can reach in only. USIC personnel are authorized to only enter telecommunications manhole vaults when a second person is onsite, but not inside the manhole vault, in a supporting safety role.
- 1.34 **Third Party Claims** means any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person not a party to this Contract arising from or related to Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) losses identified in Section 7.2.
- 1.35 **Ticket** means the document generated at and transmitted by the One-Call center to USIC containing each request for Locate.

- 1.36 **Unidentifiable Facilities** means Customer's Facilities that are neither apparent on the records, facility prints, drawings, or maps provided by Customer or from a Visual Examination.
- 1.37 **Unlocatable Facilities, including untonable facilities,** means Customer's Facilities whose presence is known either from records provided by Customer or a Visual Examination, but which cannot be Marked with Reasonable Accuracy using Standard Locate Service procedures employed by USIC.
- 1.38 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from Customer's maps and records.
- 1.39 **Watch and Protect** means to oversee Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing appropriate Locate Services as may be dictated by the nature and scope of the excavations. Service requires preauthorization or prior agreement by the parties regarding criteria to be applied.
- 1.40 **White-Lining** means the Excavator designates the route and/or area to be excavated using white premarking either onsite or electronically (when available through the One-Call center), prior to or during the request for the Locate. The route of the excavation is marked with white paint, flags, stakes, lines, polygons, or a combination of these to outline the dig site prior to or during notification to the One-Call center and before the locator arrives on the job.

2. Responsibilities of USIC

- 2.1 USIC shall furnish all labor, materials, and equipment necessary to perform Locate Services for Customer within the Contract Service Area, except for the maps and records to be provided by Customer under Section 3.1. All Ticket transmittals to USIC shall come directly from the One-Call center for the Contract Service Area.

- 2.2 Upon receipt of a request for a Locate, USIC will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the Customer's Facilities and the proposed excavation. If USIC determines that no field visit or Visual Examination is necessary, USIC will proceed under section 2.4 below.
- 2.3 If USIC determines that there are underground Locatable Facilities present at the excavation site, USIC will indicate the presence of those Facilities with appropriate Markings.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation site, USIC will either notify Excavator prior to the proposed excavation that Customer's Facilities are not present or mark the excavation site in a manner to indicate that Customer's Facilities are not present at the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen tickets via prints and other technology which eliminates the requirement for an in person visit to the Site. Customer also agrees that, notwithstanding anything to the contrary contained in this Contract, USIC will not be liable for any damages that occur because of incorrect prints.
- 2.6 If USIC determines that there are Unlocatable Facilities at the excavation site, it will notify Customer and Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator. USIC will not be liable for any damages associated with an Unlocatable Facility.
- 2.7 Any maps and records furnished by Customer pursuant to section 3.1 shall remain the property of Customer. USIC agrees to return all copies of such maps and records to Customer upon Customer's written consent or at the termination of this Contract. This obligation of confidentiality shall survive the termination of this Contract. All customers maps and records shall be kept confidential by USIC unless 1) such maps and records were previously known to USIC free of any obligation to keep them confidential; 2) such

maps and records are given to USIC by a third party not obligated to keep them confidential; 3) such maps and records become public without any act or omission of USIC; or 4) otherwise, as required by law.

2.8 Subject to the terms of section 3.2, USIC shall perform the Services as an independent contractor and as such, USIC has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services. Further, USIC agrees that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto.

2.9 USIC shall comply with the provisions of all applicable permits and licenses relative to the Services to be performed hereunder.

3. Responsibilities of Customer

3.1 Customer agrees not to suppress or screen any tickets in the Excavation Notification Area that would otherwise come to USIC from the state One-Call center. All Customer tickets shall be transmitted directly to USIC from the state One-Call center.

3.2 Customer shall not change existing Gridding such that the volume of tickets received by USIC is reduced with the applicable state One-Call center on or after the Contract Effective Date except as provided in Section 5.4.

3.3 Customer agrees to provide USIC with the maps and prints in a GIS format (.shp, .mdb, or .gdb) and One-Call ticket information (One-Call format for the applicable state) via e-mail or web services to USIC's Ticket Management System, so as to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, and prints up to date and provide them to USIC in a timely manner via Secure File Transfer Protocol (SFTP.) USIC bears no liability for Customer's failure to provide accurate maps, records, and/or prints, or any damage which arises from inaccurate maps, records, and/or prints.

- 3.4 Customer agrees that it will reasonably cooperate with USIC regarding receipt and resolution of Third Party Claims, which cooperation shall include but not be limited to reasonable information sharing.
- 3.5 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A. USIC shall bill for all tickets received from the State One-Call center, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Contract Service Area that Customer has provided to the State One-Call center.
- 3.6 Customer agrees to provide USIC with all state-issued 811 codes and a comprehensive Customer Point of Contact list within twenty-four (24) hours of Contract execution.
- 3.7 Customer recognizes White-Lining as a best practice for safe excavations. Customer agrees to use its best efforts to promote proper "White-Lining" by Excavators.
- 3.8 For Locates involving subsurface electric transmission of voltages greater than 33kV: (1) Customer will provide a qualified electric worker to identify the utility locating equipment connection point(s), via Customer's transmission engineering and system expertise; (2) Customer will make the connection(s) safely without requiring entry inside the Minimum Approach Distance for such hazards; (3) Markings will be provided outside the Minimum Approach Distance. The Locate may require the Customer to make multiple connections to safely reach the full scope of the Ticket. Customer will be notified via email of any Locates with an electric transmission line on the Site and once the Marking is complete.

4. Invoicing and Payment Terms

- 4.1 USIC will remit monthly invoices to Customer via Customer specified email address.

- 4.2 All amounts payable under this Contract shall be paid on a net thirty (30) days basis, following the date of invoice.
- 4.3 A 3% late payment fee will be assessed for any invoice past due.
- 4.4 If Customer fails to pay any invoice pursuant to the payment terms set out in this section, then USIC may give written notice describing such breach (“Notice of Default”). If such material breach is not curable or the Customer fails to pay USIC’s invoices within ten (10) days following receipt of the Notice of Default then, at the option of USIC, this Agreement shall terminate, in addition to all the other rights and remedies available to the non-breaching party under this Agreement and at law and in equity.
- 4.5 If Customer fails to pay any Invoice according to the provisions of this Agreement and (a) such failure continues for a period of five Business Days after written Notice of such failure is provided to Customer or (b) USIC has reasonable grounds for insecurity regarding the performance by Customer of any obligation under this Agreement, then USIC, by delivery of written Notice to Customer, may demand Adequate Assurance by Customer. “Adequate Assurance” means, at the option of Customer, (i) the advance payment in cash by Customer to USIC for Work or (ii) delivery to USIC by Customer of a letter of credit in an amount equal to not less than the aggregate amounts owed from Customer to USIC hereunder for the prior two month period. If Customer fails to provide Adequate Assurance to USIC within 72 hours of USIC’s request, USIC shall have the right to, at its sole option, (i) renegotiate payment terms under the Agreement; (ii) terminate this Agreement upon written Notice to Customer, or (iii) suspend or reduce all services under this Agreement without prior Notice to Customer, in each case, without limiting any other rights or remedies available to USIC under this Agreement or otherwise. If USIC exercises the right to terminate this Agreement or suspend or reduce any services, then Customer shall not be entitled to take, or cause to be taken, any action hereunder or otherwise against USIC for such termination, suspension, or reduction.

5. Term, Termination, Changes and Exclusive Nature of Contract

- 5.1 This Contract shall be effective as of June 21, 2021, and continue for one (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to Section 5.3.
- 5.2 Customer shall use USIC as its exclusive provider of Locate Services within the Excavation Notification Area as identified in Exhibit A.
- 5.3 Either party to this Contract can terminate this Contract upon sixty (60) days' prior written notice to the other. Upon such termination Customer shall only be liable for payment for any Services performed by USIC prior to the effective date of termination. Failure by Customer to provide proper notice under this provision will result in a penalty equal to 60 days average billing over the prior twelve-month period.
- 5.4 Either party may at any time propose changes in the schedule or scope of this Contract. USIC is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in the scope and schedule, and the resulting changes in price and other provisions, as agreed.
- 5.5 The scope, pricing, schedule and other provisions may, as appropriate, be equitably adjusted by USIC within 30 days of written notification to reflect additional costs or obligations incurred by USIC resulting from a change in Customer's requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations.
- 5.6 Without prejudice to any other right or remedy USIC may have under the Agreement, at law and/or in equity and upon providing written notice of such termination to Customer, USIC may terminate the Agreement without any liability being owed thereby by Customer to Contractor, in the event of the occurrence of any of the following:
- 5.6.1. insolvency of Customer;

- 5.6.2. filing of a voluntary petition in bankruptcy by Customer;
- 5.6.3. filing of an involuntary petition in bankruptcy against Customer;
- 5.6.4. appointment of a receiver or trustee for Customer;
- 5.6.5. execution by Customer of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
- 5.6.6. commencement of any legal proceeding against Customer that, in USIC's opinion, may interfere with USIC's ability to perform in accordance with the Contract;
- 5.6.7. or Customer consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Contract; in each case without USIC's advance written consent.

6. Investigations of Damage to Customer's Facilities

- 6.1 Should Customer become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate for Customer, the Customer shall promptly, and not later than twelve (12) hours from becoming aware of the Damage, notify USIC. This notification may be made by calling USIC at 1-800-778-9140 or by sending an email to USICDispatch@usicllc.com and should include the street address of the damage location, damage date and size/type of facility. Both parties to this Contract reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities.
- 6.2 USIC will investigate incidents of Damage to Customer's Facilities and provide, upon request, a written report of its findings to Customer. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes a Locator At Fault Damage. Customer shall have thirty (30) days after notification of USIC's completion of the investigation to contest USIC's conclusion. Unless Customer notifies USIC in writing within such time period that it disputes USIC's conclusion as to a Locator At Fault Damage, USIC's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract. If Customer

disputes USIC's conclusion, the parties will seek to mutually resolve such dispute and if they cannot, such dispute will be resolved in accordance with section 12.

6.3 USIC shall be entitled to collect a Damage Investigation Fee for each investigation, performed by USIC relating to a potential or alleged Damage to Customer's Facilities, unless such investigation concludes or the parties ultimately agree that the damage was Locator At Fault.

6.4 Customer agrees that should it fail to notify USIC as provided in section 6.1 of any Damage to Customer's Facilities within twelve (12) hours after Customer receives notice of the damage, then USIC shall not be liable to Customer for Repair Costs arising from that Damage to Customers' Facilities and Customer shall indemnify USIC against Third Party Claims as applicable, in accordance with Section 7, even if it is later determined that such damage constitutes a Locator At Fault Damage.

6.5 When damages are determined to be Locator at Fault Damage, Customer agrees that USIC will be invoiced for repair costs only with supporting documentation provided with the invoice. Customer agrees not to invoice USIC for third party claims administrator fees.

6.6 Customer agrees to submit all supporting documents and detail for any claims related to USIC's failure to perform within 6 months of date of claims invoice. If USIC does not receive supporting detail to justify the invoice, Customer shall waive the ability to further request payment or withhold payment for USIC due to any contested invoices. This provision does not preclude Customer from seeking remedies in a court of competent jurisdiction.

7. Limitation of Liability and Indemnification

7.1 USIC will be responsible for paying Customer's Repair Costs only if: a) USIC receives a request to provide Locate Services with respect to Customer's Facilities at the location of the Damage, and b) the Damage to Customer's Facilities constitutes a Locator At Fault Damage. Repair Costs payable by

USIC shall at no time collectively exceed \$0.00 per incident. If the Damage to Customer's Facilities is not At Fault Damages or if Customer's Facilities are Unidentifiable Facilities or Unlocatable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. The total liability of USIC for all claims of any kind arising from or related to the formation, performance or breach of this Contract or any products or Services shall not exceed one times the annual collected contract value determined by trailing twelve month period, to the extent compliant with applicable law.

- 7.2 To the fullest extent compliant with applicable law, USIC shall not be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime costs, increased operating costs, administrative costs including third party administrator fees, and any special, consequential, incidental, indirect or punitive damages, or claims of any customers of Customer for any of the foregoing types of damages. Nothing in Sections 7.1 or 7.2 shall be interpreted to limit liability on the part of USIC for wanton, willful, reckless, or grossly negligent conduct on the part of USIC.
- 7.3 Each Customer and USIC (as an "Indemnifying Party") shall defend and indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Customer and USIC, the loss or expense shall be borne by each party in proportion to its degree of negligence. The Indemnifying Party may retain counsel of its choosing, at its own expense. The Indemnified Party may retain separate or additional counsel as well, but cost of such counsel shall be borne by the Indemnified Party. USIC shall not indemnify Customer for claims resulting from Damages that are not caused by USIC's negligence or for damages to Unidentifiable Facilities, Unlocatable Facilities or Third Party Claims that

arise from the sole negligence or willful misconduct of Customer, its agents or employees.

8. Price Revisions

8.1 At the beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services set forth on Exhibit A shall be increased annually by 4%.

8.2 Notwithstanding Section 8.3, USIC may, following the first contract year, adjust the prices for Locate Services set forth on Exhibit A upon reasonable justification and thirty (30) days' notice to Customer. Unless Customer contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 12.1.

8.3 USIC may on a semiannual basis adjust fees based upon fluctuation in fuel prices. The adjustment will be based on "U.S. Regular Conventional Retail Gas Prices" from the US Department of Energy site: http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrqp/mo_gas_history.html.

9. Environmental Health and Safety Matters

9.1 Customer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

9.2 Customer shall timely advise USIC, in writing, of all applicable Site-specific health, safety, security, and environmental requirements and procedures,

which shall include any instructions to USIC's personnel regarding Customer's safety practices. Without limiting Customer's obligations pursuant to Article 3 USIC may, from time-to-time, review and inspect applicable health, safety, security and environmental documentation, requirements and/or procedures at the Site.

- 9.3 If, in USIC's reasonable opinion, the health, safety, or security of personnel at a Site may be imperiled by security risks, terrorist threats/acts, potential exposure to Hazardous Materials, or unsafe working conditions; USIC may: (1) evacuate some or all of its personnel from Site; (2) suspend performance of all or any part of the Contract; (3) remotely perform or supervise work; and/or (4) take any other action necessary to protect such personnel. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.
- 9.4 Operation of Customer's equipment is the responsibility of Customer. Customer shall not require or permit USIC's personnel to operate Customer's equipment at Site.
- 9.5 Customer will make its Site medical facilities and resources available to USIC personnel who need medical attention.
- 9.6 USIC has no responsibility or liability for the pre-existing condition of Customer's equipment or the Site. Prior to USIC starting any work at Site, Customer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Customer's equipment or the Site that USIC may encounter while performing under this Contract. Customer shall disclose to USIC industrial hygiene and environmental monitoring data regarding conditions that may affect USIC's work or personnel at the Site. Customer shall keep USIC informed of changes in any such conditions.

- 9.7 USIC shall notify Customer if USIC becomes aware of: (i) conditions at the Site differing materially from those disclosed by Customer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in USIC's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.
- 9.8 Information Transfer: As referenced in OSHA 1910.269(a)(3) and (a)(4), before work begins, the appropriate Customer's Representative shall provide USIC access to the following information:
- a. Existing characteristics and conditions of the Customer's installations that are related to the safety of the work to be performed;
 - b. Information about the design and operation of the Customer's installations that USIC needs;
 - c. Arc flash studies;
 - d. Ground fault studies;
 - e. Hand hole, manhole, and utility vault details; and
 - f. Danger poles tagging
- 9.9 As referenced in OSHA 1910.269(a)(3), USIC shall ensure that each of its employees is instructed in hazardous conditions relevant to the work, and USIC shall advise the Customer of any hazardous conditions found before and during the work.
- 9.10 If USIC encounters Hazardous Materials in Customer's equipment or at the Site that require special handling or disposal, USIC is not obligated to continue work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that USIC's work under the Contract may safely proceed, and USIC shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in USIC's cost of, or time

required for, performance of any part of the work. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of USIC's work at the Site.

9.11 Customer shall indemnify USIC for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Customer's equipment or the Site prior to the commencement of USIC's work, (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than USIC.

10. Equal Employment

10.1 USIC is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and do not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, genetic information, or veteran status, or any other basis protected by federal, state or local law.

11. Insurance

11.1 USIC provides the following insurance coverage:

INSURANCE COVERAGE:	LIMITS:
Workers Compensation	Statutory Limit
Employers' Liability	
Each Accident	\$1,000,000
Disease, Policy Limit	\$1,000,000
Disease, Each Employee	\$1,000,000
Comprehensive General Liability (contractual liability limited to terms and conditions of the insurance policy)	
Each Occurrence	\$2,000,000

(bodily injury, advertising injury, personal injury and advertising injury)

General Aggregate	\$8,000,000
Products Completed Operations Aggregate	\$8,000,000
Medical Limits	Not Covered
Damages to Premises Rented to You Limit	\$1,000,000

Automobile Liability CSL \$5,000,000

Cyber \$10,000,000

12. Dispute Resolution

12.1 The parties agree that any dispute, controversy, or claim arising out of or related to this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Section 12.

12.2 Prior to seeking third party adjudication relating to a dispute under the terms of this Contract, the party will first informally attempt to resolve the dispute with the other party by seeking a meeting with the appropriate higher management representative(s) of the other party via written notice. Such meeting shall be held within twenty (20) business days after the giving of notice. All negotiations and resolutions pursuant to this Section 12.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may pursue formal resolution in accordance with the below Section 12.3.

12.3 The Parties shall attempt to resolve any claims, disputes and other controversies arising out of or relating to this Agreement (collectively, "Disputes") promptly by negotiation between individuals who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All negotiations pursuant to this Section are to be deemed confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

If the Dispute has not been resolved by negotiation within sixty (60) Days of the disputing Party's initial notice, or if the Parties failed to meet for the first time within ten (10) Days of the initial notice, then either Party may initiate arbitration or litigation for matters in dispute of \$250,000 or less. For all matters in dispute over \$250,000, either party may initiate litigation in a court of competent jurisdiction. Either Party shall have the right, in its discretion, to include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in any litigation.

13. Non Solicitation

13.1 Customer agrees that during the Term of this Contract and for a period of twelve (12) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been used by USIC within the last six months for the purpose of providing the Services to Customer.

14. Force Majeure

14.1 Neither party shall be deemed to be in default of this Contract to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes. If USIC claims that it is delayed by such a cause, it shall notify Customer immediately and Customer shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.

15. Contract Modification and Assignment

15.1 This Contract may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Contract" shall include any such future amendments or modifications.

15.2 Customer may not assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, affiliation, operation of law, or any other manner, without at least 60 days' advance notice and the prior written consent of USIC.

16. Contract Entirety

16.1 This Contract shall constitute the entire contract between the parties with respect to the subject matter of this Contract. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Contract, and acknowledge receipt of a signed, true exact copy of this Contract.

17. Severability Clause

17.1 The parties expressly agree that if any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

18. Contract Notification

18.1 Any notice, consent or other communication given under this Contract shall be in writing (unless otherwise specified in this Contract as permitting oral or verbal communication) and delivered to the below authorized representative of each party, specifying the subject matter and any other persons at USIC or Customer who should be notified of the notice, consent, or other communication. Notice shall be effective on the date when sent via email or, if delivered via certified mail, such notice shall be effective five (5) days after the date of mailing thereof.

18.1.1 USIC authorized representative:

Attn: Contracts
9045 River Road, Suite 300
Indianapolis, IN 46240,
contracts@usicllc.com
kerrykiefner@usicllc.com

18.1.2 Customer authorized representative:

Attn: Jeffrey J. Newton
2200 Park Avenue North
Winter Park, FL. 32789
jjnewton@dwma.com

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

Postras East Community Development District

USIC Locating Services, LLC

By: _____
(Signature)

By: _____
(Signature)

(Please print)

(Please print)

Title: _____

Title: _____

Date 6/11/2021

Exhibit A

USIC Locating Services, LLC shall provide Services:

In the State of Florida.

Member Codes (state One-Call CDC or Customer Description Codes): PE2348

USIC Locating Services, LLC Pricing:

Per Normal Ticket received from 811	\$ 20.00
Per Daytime Emergency Ticket received from 811	\$ 30.00
Per After Hour Ticket received from 811	\$ 60.00
Project pricing after first 30 minutes for normal ticket	\$ 20.00 per QH
Annual Service Fee (billed monthly)	\$ 209.00
Damage Investigations (billed if USIC is not at fault)	\$ 275.00
Storm (If requested and mutually agreed to)	\$ 90.00 per hour
Watch and Protect (if requested)	\$ 20.00 per QH

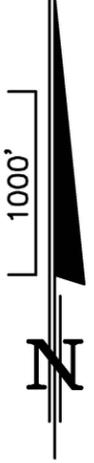
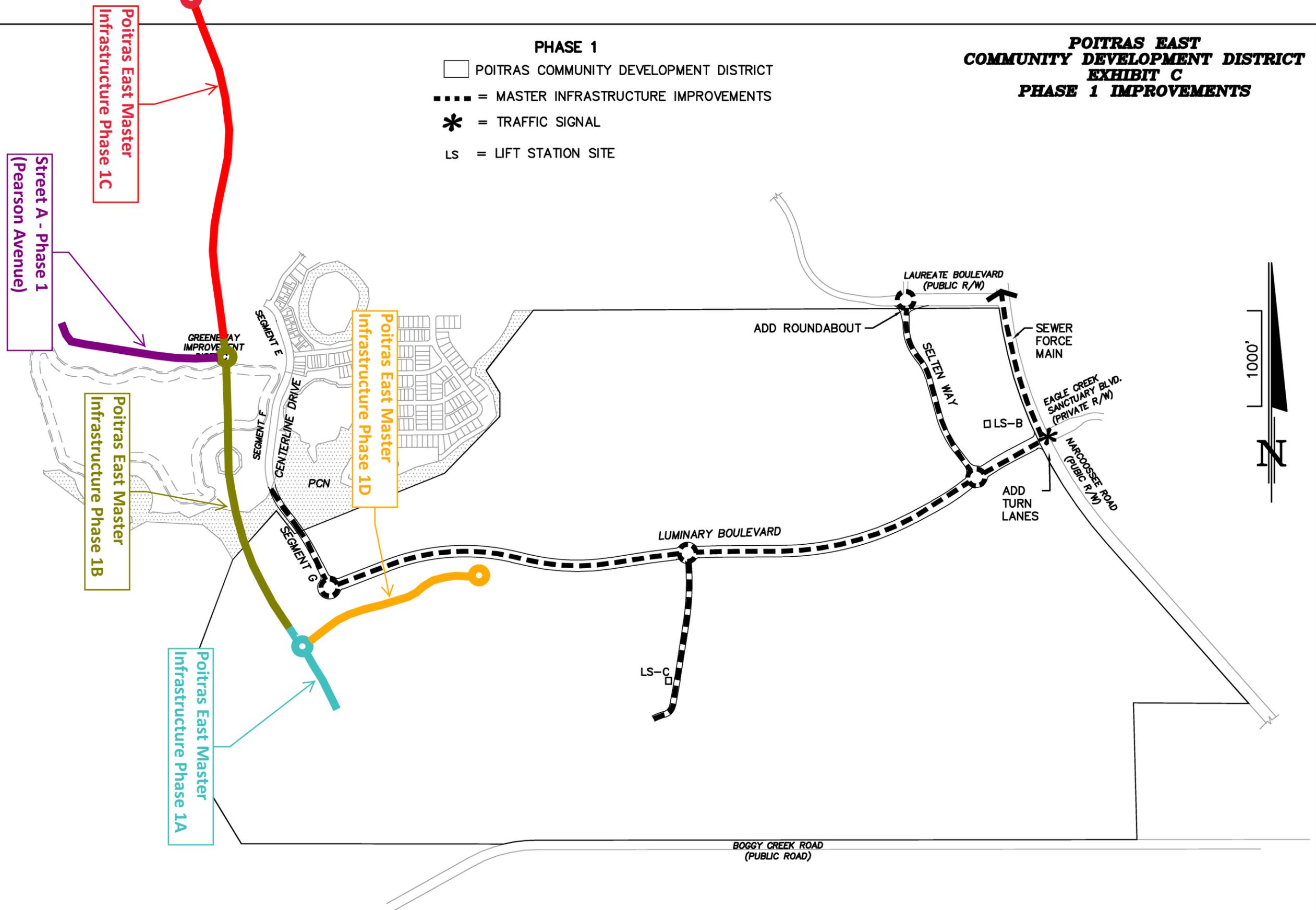
Postras East Community Development District

**Acquisition of Postras East Master Infrastructure
Phase 1B Wastewater Force Main Improvements at
a NTE amount of \$450,000**

**POITRAS EAST
COMMUNITY DEVELOPMENT DISTRICT
EXHIBIT C
PHASE 1 IMPROVEMENTS**

PHASE 1

- POITRAS COMMUNITY DEVELOPMENT DISTRICT
- = MASTER INFRASTRUCTURE IMPROVEMENTS
- * = TRAFFIC SIGNAL
- LS = LIFT STATION SITE



MAY 19, 2020

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.844.4088

RESIDENTIAL ROADWAYS AND TRACTS ARE DIAGRAMMATIC AND SUBJECT TO CHANGE

Printed: Wed 13-May-2020 - 08:40AM
F:\Proj\2017\17170\EDWG\Exhibits\Engh CIP Rept 2020\17170_BASE-CDD 051920.dwg

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **TDCP, LLC**, a Florida limited liability company, whose address for purposes hereof is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Poitras East Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 12051 Corporate Boulevard., Orlando, Florida 32817, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

Those components of the Poitras East Master Infrastructure Phase 1B project lying within that certain tract of land more particularly described in Exhibit ‘A,’ specifically consisting of wastewater pipes and attendant fittings, improvements and appurtenances constructed in connection therewith.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the District has caused this instrument to be executed in its name this ____ day of _____, 2021.

Signed, sealed and delivered in the presence of:

TDCP, LLC,
a Florida limited liability company

Witnessed:

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

STATE OF FLORIDA
COUNTY OF _____

I hereby certify that on this day, by means of physical presence or online notarization, an officer duly authorized to take acknowledgments, personally appeared _____ as _____ of TDCP, LLC, a Florida limited liability company, on behalf of the company, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this ____ day of _____, 2021.

Notary Public

Personally known: _____

Produced Identification: _____

Type of Identification: _____

POITRAS PROPERTY
LUMINARY BOULEVARD PHASE 1B PLAT

Revised 3/9/2020
Revised 3/10/2020
Revised 09/24/20
Revised 1/20/2021
Revised 5/17/2021

DESCRIPTION:

That part of Section 31, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Westernmost corner of Luminary Boulevard, according to the plat of LUMINARY BOULEVARD PHASE 1A, as recorded in Plat Book 104, Pages 97 through 100, of the Public Records of Orange County, Florida; thence S38°14'17"E along the Westerly line of said Luminary Boulevard, 120.00 feet to the Northerly line of the plat of ISLES OF LAKE NONA PHASE 3A, according to the plat thereof, as recorded in Plat Book 105, Pages 54 through 63, of the Public Records of Orange County, Florida, and a non-tangent curve concave Northwesterly having a radius of 2310.00 feet and a chord bearing of S56°48'32"W, thence departing said Westerly line run, Southwesterly along said Northerly line and the arc of said curve through a central angle of 10°05'40" for a distance of 406.97 feet to the point of tangency; thence S61°51'22"W along said Northerly line, 246.53 feet to the point of curvature of a curve concave Northerly having a radius of 3060.00 feet and a chord bearing of S74°10'39"W; thence Westerly along said Northerly line and the arc of said curve through a central angle of 24°38'33" for a distance of 1316.09 feet to the Northeast corner of Tract OS-2I, according to the plat of ISLES OF LAKE NONA PHASE 2, as recorded in Plat Book 102, Pages 88 through 100, of the Public Records of Orange County, Florida; thence departing said Northerly line, run Westerly along the Northerly line of said plat of ISLES OF LAKE NONA PHASE 2 and the arc of said curve concave Northerly having a radius of 3060.00 feet, a chord bearing of S88°03'26"W, through a central angle of 03°07'01" for a distance of 166.47 feet to the point of tangency; thence S89°36'57"W along said Northerly line and the Westerly prolongation thereof, for a distance of 639.95 feet to the point of curvature of a curve concave Southerly having a radius of 4940.00 feet and a chord bearing of S88°43'28"W; thence departing said Westerly prolongation, run Westerly along the arc of said curve through a central angle of 01°46'57" for a distance of 153.68 feet to a non-tangent curve concave Southerly having a radius of 479.00 feet and a chord bearing of S72°17'09"W; thence Westerly along the arc of said curve through a central angle of 14°30'17" for a distance of 121.26 feet to the point of compound curvature of a curve concave Southeasterly having a radius of 44.00 feet and a chord bearing of S30°37'03"W; thence Southwesterly along the arc of said curve through a central angle of 68°49'55" for a distance of 52.86 feet to the point of reverse curvature of a curve concave Westerly having a radius of 2782.00 feet and a chord bearing of S03°38'00"E; thence Southerly along the arc of said curve through a central angle of 00°19'49" for a distance of 16.03 feet to a non-tangent line; thence S84°24'01"W, 80.73 feet to a non-tangent curve concave Westerly having a radius of 554.00 feet and a chord bearing of N18°02'12"W; thence Northerly along the arc of said curve through a central angle of 04°05'57" for a distance of 39.64 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 94.00 feet and a chord bearing of N33°39'37"W; thence Northwesterly along the arc of said curve through a central angle of 27°08'53" for a distance of 44.54 feet to the point of compound curvature of a curve concave Southerly having a radius of 38.00 feet and a chord bearing of N71°21'47"W; thence Westerly along the arc of said curve through a central angle

of 48°15'28" for a distance of 32.01 feet to the point of compound curvature of a curve concave Southerly having a radius of 4940.00 feet and a chord bearing of S82°53'04"W; thence Westerly along the arc of said curve through a central angle of 03°14'49" for a distance of 279.95 feet to a non-tangent line; thence N08°44'20"W, 120.00 feet to a non-tangent curve concave Southerly having a radius of 5060.00 feet and a chord bearing of N81°18'48"E; thence Easterly along the arc of said curve through a central angle of 00°06'16" for a distance of 9.23 feet to the Southwest corner of lands described in Official Records Document Number 20200636428, of the Public Records of Orange County, Florida; thence run the following courses and distances along the Southerly line of said lands described in Official Records Document Number 20200636428: continue Easterly along the arc of said curve concave Southerly having a radius of 5060.00 feet, a chord bearing of N82°30'30"E, through a central angle of 02°17'08" for a distance of 201.84 feet to a non-tangent curve concave Northerly having a radius of 479.00 feet and a chord bearing of N70°19'53"E; thence Easterly along the arc of said curve through a central angle of 16°07'54" for a distance of 134.86 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 44.00 feet and a chord bearing of N29°58'36"E; thence Northeasterly along the arc of said curve through a central angle of 64°34'41" for a distance of 49.59 feet to the point of tangency; N02°18'44"W, 14.87 feet; N85°41'06"E, 81.36 feet to a non-tangent curve concave Easterly having a radius of 594.19 feet and a chord bearing of S18°45'06"E; thence Southerly along the arc of said curve through a central angle of 04°01'02" for a distance of 41.66 feet to the point of compound curvature of a curve concave Northeasterly having a radius of 94.00 feet and a chord bearing of S32°20'10"E; thence Southeasterly along the arc of said curve through a central angle of 23°09'05" for a distance of 37.98 feet to the point of compound curvature of a curve concave Northerly having a radius of 38.00 feet and a chord bearing of S68°27'46"E; thence Easterly along the arc of said curve through a central angle of 49°06'06" for a distance of 32.57 feet to the point of reverse curvature of a curve concave Southerly having a radius of 5060.00 feet and a chord bearing of N88°18'04"E; thence Easterly along the arc of said curve through a central angle of 02°37'46" for a distance of 232.20 feet to the point of tangency; N89°36'57"E, 639.95 feet to the point of curvature of a curve concave Northerly having a radius of 2940.00 feet and a chord bearing of N75°44'09"E; thence Easterly along the arc of said curve through a central angle of 27°45'34" for a distance of 1424.42 feet to the point of tangency; N61°51'22"E, 204.37 feet to the Southeast corner of said lands described in Official Records Document Number 20200636428; thence departing said Southerly line, run N61°51'22"E, 42.16 feet to the point of curvature of a curve concave Northwesterly having a radius of 2190.00 feet and a chord bearing of N56°48'32"E; thence Northeasterly along the arc of said curve through a central angle of 10°05'40" for a distance of 385.83 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

Being subject to any rights-of-way, restrictions and easements of record.

The above described parcel of land contains 10.064 acres more or less when measured in ground dimensions.

**Postras East
Community Development District**

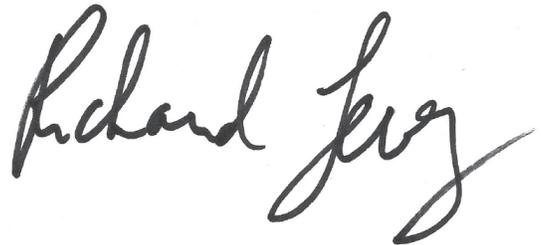
**Payment Authorization
Nos. 108-111**

Postras East Community Development District

Payment Authorization #108

5/14/2021

Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates Engineering Services Through 04/23/2021	41075	\$ 475.61
2	Hopping Green & Sams General Counsel Through 03/31/2021	122197	\$ 3,059.24
3	PFM Group Consulting April Billable Expenses	115011	\$ 40.15
	April Reimbursables	OE-EXP-05-44	\$ 13.82
4	VGlobalTech May Website Maintenance	2657	\$ 125.00
TOTAL			\$ 3,713.82



Chairperson

RECEIVED

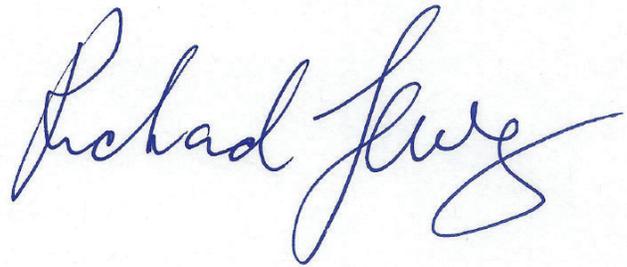
By Amanda Lane at 1:42 pm, May 17, 2021

Postras East Community Development District

Payment Authorization #109

5/21/2021

Item No.	Payee	Invoice Number	General Fund
1	PFM Group Consulting DM Fee: May 2021	DM-05-2021-0041	\$ 2,916.67
2	Supervisor Fees - 05/18/2021 Meeting Richard Levey	--	\$ 200.00
TOTAL			\$ 3,116.67



Chairperson

RECEIVED

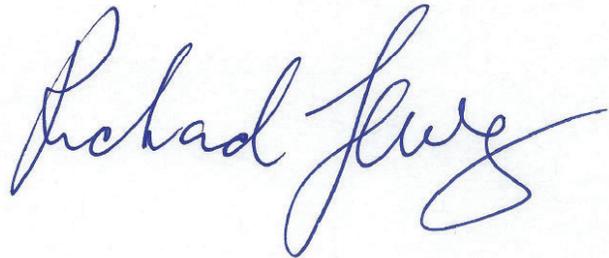
By Amanda Lane at 8:54 am, May 24, 2021

Postras East Community Development District

Payment Authorization #110

5/28/2021

Item No.	Payee	Invoice Number	General Fund
1	Carr Riggs & Ingram FY 2020 Audit	17149695	\$ 1,500.00
2	Deluxe Payment Exchange Print+Mail Check Order	373480	\$ 125.00
3	Hopping Green & Sams General Counsel Through 04/30/2021	122564	\$ 1,690.00
4	Orlando Sentinel Legal Ad on 04/20/2021	OSC36549612	\$ 338.75
	Legal Ad on 05/18/2021	OSC36549612	\$ 297.50
TOTAL			\$ 3,951.25



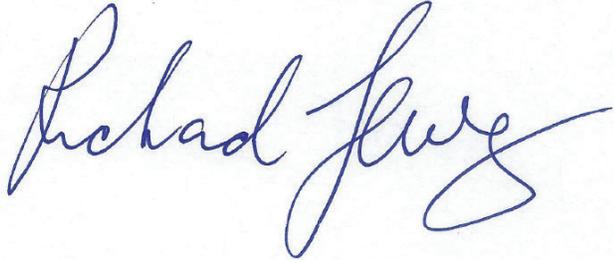
Chairperson

Postras East Community Development District

Payment Authorization #111

6/4/2021

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction June Administrator & Irrigation Specialist	12736	\$ 1,000.00
2	Orange County Property Appraiser FY 2021 Non-Ad Valorem Assessment Administration Fee	1496	\$ 296.00
3	Sunshine State One Call of Florida May Tickets	202769	\$ 6.84
TOTAL			\$ 1,302.84



Chairperson

RECEIVED

By Amanda Lane at 11:07 am, Jun 07, 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 5/31/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>Assets</u>				
<u>Current Assets</u>				
General Checking Account	\$33,063.11			\$33,063.11
Series 2020 Debt Service Reserve		\$209,059.38		209,059.38
Series 2020 Interest		4.36		4.36
Total Current Assets	<u>\$33,063.11</u>	<u>\$209,063.74</u>	<u>\$0.00</u>	<u>\$242,126.85</u>
Total Assets	<u><u>\$33,063.11</u></u>	<u><u>\$209,063.74</u></u>	<u><u>\$0.00</u></u>	<u><u>\$242,126.85</u></u>
<u>Liabilities and Net Assets</u>				
<u>Current Liabilities</u>				
Accounts Payable	\$3,826.25			\$3,826.25
Accounts Payable			\$2,598.00	2,598.00
Total Current Liabilities	<u>\$3,826.25</u>	<u>\$0.00</u>	<u>\$2,598.00</u>	<u>\$6,424.25</u>
Total Liabilities	<u><u>\$3,826.25</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,598.00</u></u>	<u><u>\$6,424.25</u></u>
<u>Net Assets</u>				
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	24,605.00			24,605.00
Net Assets, Unrestricted		\$33,175.73		33,175.73
Current Year Net Assets, Unrestricted		175,888.01		175,888.01
Net Assets, Unrestricted			(\$11,586.21)	(11,586.21)
Current Year Net Assets, Unrestricted			8,988.21	8,988.21
Total Net Assets	<u><u>\$29,236.86</u></u>	<u><u>\$209,063.74</u></u>	<u><u>(\$2,598.00)</u></u>	<u><u>\$235,702.60</u></u>
Total Liabilities and Net Assets	<u><u>\$33,063.11</u></u>	<u><u>\$209,063.74</u></u>	<u><u>\$0.00</u></u>	<u><u>\$242,126.85</u></u>

Poitras East CDD
Statement of Activities
As of 5/31/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>Revenues</u>				
Developer Contributions	\$96,523.90			\$96,523.90
Other Income & Other Financing Sources	0.04			0.04
Inter-Fund Group Transfers In		\$0.29		0.29
Debt Proceeds		194,692.50		194,692.50
Inter-Fund Transfers In			(\$0.29)	(0.29)
Debt Proceeds			2,003,855.18	2,003,855.18
Total Revenues	\$96,523.94	\$194,692.79	\$2,003,854.89	\$2,295,071.62
<u>Expenses</u>				
Supervisor Fees	\$1,400.00			\$1,400.00
D&O Insurance	2,421.00			2,421.00
Management	23,333.36			23,333.36
Engineering	3,038.11			3,038.11
District Counsel	22,085.86			22,085.86
Audit	2,500.00			2,500.00
Postage & Shipping	72.14			72.14
Legal Advertising	3,708.79			3,708.79
Miscellaneous	324.80			324.80
Web Site Maintenance	1,900.00			1,900.00
Dues, Licenses, and Fees	175.00			175.00
General Insurance	2,960.00			2,960.00
Personnel Leasing Agreement	8,000.00			8,000.00
Interest Payments (Series 2020)		\$18,808.67		18,808.67
Engineering			\$147,519.50	147,519.50
District Counsel			13,142.50	13,142.50
Legal Advertising			1,750.05	1,750.05
Contingency			1,832,454.64	1,832,454.64
Total Expenses	\$71,919.06	\$18,808.67	\$1,994,866.69	\$2,085,594.42
<u>Other Revenues (Expenses) & Gains (Losses)</u>				
Interest Income	\$0.12			\$0.12
Interest Income		\$3.89		3.89
Interest Income			\$0.01	0.01
Total Other Revenues (Expenses) & Gains (Losses)	\$0.12	\$3.89	\$0.01	\$4.02
Change In Net Assets	\$24,605.00	\$175,888.01	\$8,988.21	\$209,481.22
Net Assets At Beginning Of Year	\$4,631.86	\$33,175.73	(\$11,586.21)	\$26,221.38
Net Assets At End Of Year	\$29,236.86	\$209,063.74	(\$2,598.00)	\$235,702.60

Poitras East CDD
Budget to Actual
For the Month Ending 05/31/2021

	Year To Date			FY 2021 Adopted Budget	Percentage
	Actual	Budget	Variance		
Revenues					
Developer Contributions	\$ 96,523.90	\$ 240,816.67	\$ (144,292.77)	\$ 361,225.00	26.72%
Other Income & Other Financing Sources	0.04	-	0.04	-	
Net Revenues	\$ 96,523.94	\$ 240,816.67	\$ (144,292.73)	\$ 361,225.00	26.72%
General & Administrative Expenses					
Supervisor Fees	\$ 1,400.00	\$ 3,200.00	\$ (1,800.00)	\$ 4,800.00	29.17%
D&O Insurance	2,421.00	2,000.00	421.00	3,000.00	80.70%
Trustee Services	-	4,000.00	(4,000.00)	6,000.00	0.00%
Management	23,333.36	23,333.33	0.03	35,000.00	66.67%
Engineering	3,038.11	8,000.00	(4,961.89)	12,000.00	25.32%
Dissemination Agent	-	3,333.33	(3,333.33)	5,000.00	0.00%
District Counsel	22,085.86	16,666.67	5,419.19	25,000.00	88.34%
Assessment Administration	-	5,000.00	(5,000.00)	7,500.00	0.00%
Reamortization Schedules	-	333.33	(333.33)	500.00	0.00%
Audit	2,500.00	4,000.00	(1,500.00)	6,000.00	41.67%
Travel and Per Diem	-	333.33	(333.33)	500.00	0.00%
Telephone	-	66.67	(66.67)	100.00	0.00%
Postage & Shipping	72.14	333.33	(261.19)	500.00	14.43%
Copies	-	333.33	(333.33)	500.00	0.00%
Legal Advertising	3,708.79	6,666.68	(2,957.89)	10,000.00	37.09%
Miscellaneous	324.80	6,000.00	(5,675.20)	9,000.00	3.61%
Web Site Maintenance	1,900.00	1,800.00	100.00	2,700.00	70.37%
Dues, Licenses, and Fees	175.00	116.67	58.33	175.00	100.00%
Total General & Administrative Expenses	\$ 60,959.06	\$ 85,516.67	\$ (24,557.61)	\$ 128,275.00	47.52%
Field Operations					
Electric Utility Services					
Electric	\$ -	\$ 1,666.67	\$ (1,666.67)	\$ 2,500.00	0.00%
Water-Sewer Combination Services					
Water Reclaimed	-	6,666.67	(6,666.67)	10,000.00	0.00%
Other Physical Environment					
General Insurance	2,960.00	2,133.33	826.67	3,200.00	92.50%
Property & Casualty Insurance	-	1,000.00	(1,000.00)	1,500.00	0.00%
Other Insurance	-	166.67	(166.67)	250.00	0.00%
Irrigation Repairs	-	6,666.67	(6,666.67)	10,000.00	0.00%
Landscaping Maintenance & Material	-	50,000.00	(50,000.00)	75,000.00	0.00%
Tree Trimming	-	3,333.33	(3,333.33)	5,000.00	0.00%
Flower & Plant Replacement	-	6,666.67	(6,666.67)	10,000.00	0.00%
Contingency	-	6,666.67	(6,666.67)	10,000.00	0.00%
Hurricane Cleanup	-	13,333.33	(13,333.33)	20,000.00	0.00%
Road & Street Facilities					
Entry and Wall Maintenance	-	2,000.00	(2,000.00)	3,000.00	0.00%
Hardscape Maintenance	-	3,333.33	(3,333.33)	5,000.00	0.00%
Streetlights	-	20,000.00	(20,000.00)	30,000.00	0.00%
Accent Lighting	-	333.33	(333.33)	500.00	0.00%
Alleyway Maintenance	-	6,666.67	(6,666.67)	10,000.00	0.00%
Parks & Recreation					
Personnel Leasing Agreement	8,000.00	8,000.00	-	12,000.00	66.67%
Reserves					
Infrastructure Capital Reserve	-	13,333.33	(13,333.33)	20,000.00	0.00%
Alleyway Reserve	-	3,333.33	(3,333.33)	5,000.00	0.00%
Total Field Operations Expenses	\$ 10,960.00	\$ 155,300.00	\$ (144,340.00)	\$ 232,950.00	4.70%
Total Expenses	\$ 71,919.06	\$ 240,816.67	\$ (168,897.61)	\$ 361,225.00	19.91%
Other Revenues (Expenses) & Gains (Losses)					
Interest Income	\$ 0.12	\$ -	\$ 0.12	\$ -	
Total Other Revenues (Expenses) & Gains (Losses)	\$ 0.12	\$ -	\$ 0.12	\$ -	
Net Income (Loss)	\$ 24,605.00	\$ -	\$ 24,605.00	\$ -	