

Postras East Community Development District

3501 Quadrangle Boulevard, Suite 270, 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, November 16, 2021 at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

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

Phone: 1-844-621-3956

Computer: pfmgroup.webex.com

Participant Code: 796 580 192#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the October 19, 2021 Board of Supervisors' Meeting**
(provided under separate cover)

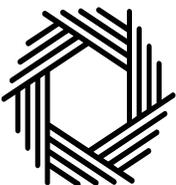
Business Matters

2. **Consideration of Resolution 2022-01, Adopting an Amended Budget for FY 2021** *(provided under separate cover)*
3. **Consideration of Kutak Rock Fee Agreement** *(provided under separate cover)*
4. **Consideration of OUC Agreement for Luminary 1A**
5. **Discussion of Memo for Wastewater and Stormwater Needs Analysis**
6. **Consideration of Amendment to Easement Agreement** *(provided under separate cover)*
7. **Ratification of Payment Authorization Nos. 126 – 129**
8. **Ratification of Requisition Nos. 2020-087 – 2020-096**
9. **Recommendation of Work Authorization/Proposed Services** (if applicable)
10. **Review of District's Financial Position and Budget to Actual YTD** *(provided under separate cover)*

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



pfm

Postras East Community Development District

**Minutes of the October 19, 2021
Board of Supervisors' Meeting**
(provided under separate cover)

**Postras East
Community Development District**

**Resolution 2022-01,
Adopting an Amended Budget for FY 2021**
(provided under separate cover)

**Postras East
Community Development District**

Kutak Rock Fee Agreement
(provided under separate cover)

**Postras East
Community Development District**

OUC Agreement for Luminary 1A



**LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT**

Luminary

THIS LIGHTING INSTALLATION, UPGRADE AND SERVICE AGREEMENT (“**Agreement**”) is made effective as of this ___ day of _____, 2021, by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“**OUC**”), and **POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT** a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and whose address is 12051 Corporate Boulevard Orlando, FL 32817, or its assigns (the “**Customer**”).

RECITALS

A. The Customer is an individual, business entity, association or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in **Schedule 1** attached hereto and incorporated herein by this reference (the “**Property**”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the “**City**”) certain costs associated with lighting service for portions of the Property that have been or will be dedicated public roadways (the “**Dedicated Roadways**”) and to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services within Dedicated Roadways by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, and form a material part of this Agreement.

2. OUC DUTIES.

2.1. OUC shall provide lighting for Dedicated Roadways within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "**Upgraded Lighting Facilities**"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits installed by Customer or its agents; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for Dedicated Roadways within the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "**Lighting Facilities**".

2.1.2. OUC shall maintain and operate the Lighting Facilities within Dedicated Roadways (the "**Maintenance Service**") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "**Electrical Service**") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer within the Dedicated Roadways and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "**Lighting Service**".

2.3. The Customer and OUC hereby acknowledge that the Property is part of an overall residential subdivision known as (Subdivision Name) which will be platted and developed in more than one phase (each referenced individually as a "**Phase**" and collectively as the "**Phases**"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for Dedicated Roadways within the Phase covered by this Agreement (the "**Current Phase**"). Lighting Facilities for the Current Phase shall be located and installed as more particularly depicted in the lighting construction plans set forth in **Schedule 2** attached hereto and incorporated herein by this reference (the "**Lighting Plan**").

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to the Current Phase is that all of the following shall have occurred (i) Customer must complete installation of Customer Lighting Facilities in compliance with the applicable Lighting Plan and OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (ii) Customer must convey to OUC, or arrange for the

conveyance by the party with authority to do so, any easements or right-of-way (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the “**Service Conditions**”).

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits and junction boxes which may be required for the provision of the Lighting Service (collectively, the “**Customer Lighting Facilities**”), in such locations as more particularly set forth in the Lighting Plan for the Current Phase. For purposes of the ongoing duties and rights of the parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer for the Current Phase and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for the Current Phase.

3.2. The Customer shall grant OUC, or shall cause the granting of, all easements or provide for right-of-way dedications (not otherwise included in the Dedicated Roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities that are not located within Dedicated Roadways, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects located outside of the Dedicated Roadways and which are obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plan and shall be located either (a) in Dedicated Roadways, which have been dedicated to the public pursuant to a plat, or (b) to the extent necessary, in easements granted in favor of OUC lying in areas adjacent to the roadways and streets which are granted pursuant to a separate instrument for the Current Phase.

3.3. The specifications for the Upgraded Lighting Facilities are more particularly described on **Schedule 2** attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Costs associated with the Current Phase in the amount set forth in **Schedule 3** in accordance with Section 4 below. The parties agree that the Upgrade Costs as set forth in **Schedule 3** is comprised of the following costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, during the Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City, absent the Customer’s upgrade request (the “**Facilities Upgrade Cost**”).

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the Maintenance Service for the

customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "**Maintenance Upgrade Cost**").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "**Electrical Upgrade Cost**").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "**Upgrade Costs**").

4. **TERMS OF PAYMENT.**

4.1. Customer shall make payment of the Upgrade Costs in accordance with the **Schedule 3** to this Agreement. If the Customer fails to pay any installment(s) of the Upgrade Costs by the due date of such payment or otherwise makes payment in a manner inconsistent with the OUC's Administrative Policy Manual, as amended from time to time (the "**Manual**"), OUC shall provide the Customer with written notice of such failure, whereupon the Customer shall have ten (10) days within which to remedy such failure by making the required payment. In the event the Customer fails to make any payment within said ten-day period, OUC may suspend the provision of Electrical Service to the Current Phase until such time as the Upgrade Costs have been paid. If Customer's failure to pay continues for a period of ninety (90) days after the expiration of the ten-day grace period, then OUC may resort to any available remedy at law or equity, including the partial termination of this Agreement.

4.2. OUC shall be entitled to make an annual adjustment to the Maintenance Upgrade Cost of up to three (3%) percent per year. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC as contemplated under this subparagraph 4.2 shall be made by written notice to Customer setting forth the new rates and associated revisions to the applicable Upgrade Costs (the "**Increase Notice**"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or

diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything herein to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under the Florida law.

5. MUTUAL AGREEMENTS.

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility and shall indemnify OUC for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or negligence of an employee, agent, licensee or contractor of the Customer, and (ii) damaged for any reason by the Customer's employees, agents, licensees or contractors during the time period when active construction by Customer is ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. In the event Customer is responsible for any required repair or replacement as described in the preceding sentence for which Customer has failed to cause such repair and replacement within fifteen (15) days after receipt of written notice of such damage from OUC, then OUC shall have the right to cause such repair and/or replacement whereupon Customer shall reimburse OUC for the actual, reasonable expenses incurred thereby within thirty (30) days of receipt of an invoice therefor. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting

Equipment shall be vested exclusively with OUC; however, OUC shall not, unless required by applicable laws, regulations or ordinances, permit third parties to install or affix, any telecommunications-related devices, antenna or related equipment on or to the Lighting Facilities for the first ten (10) years of the initial Term as to the Current Phase, unless used for, and limited to, the internal communications of OUC associated with OUC's operations or that of the City of Orlando. Notwithstanding anything herein to the contrary, OUC shall be entitled to any sovereign immunity defenses to which it may be entitled, and OUC does not in any way expand or waive limitations of liability afforded to OUC by virtue of its sovereign immunity.

5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder, other than as provided in Section 4.1 above, which shall remain uncured sixty (60) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to remove the Lighting Facilities in the Current Phase so long as such Lighting Facilities are simultaneously replaced with the City's standard lighting facilities (within Dedicated Roadways). In the event OUC elects to pursue its remedies as described in the preceding sentence, OUC shall be entitled to take possession of any or all items of the Lighting Facilities in the Current Phase and the Customer shall be responsible for the cost of removing such Lighting Facilities, with such work to be done by OUC and billed to the Customer; provided, further, that to the extent other services are being provided by OUC to Customer and are billed along with Lighting Services on a combined service bill, then the payment shortfall may cause such other services to be terminated or suspended as well in accordance with OUC's Administrative Policy Manual.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities

and shall not, without OUC's permission, permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "**Effective Date**" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have an initial term of twenty (20) years (the "**Initial Term**"). The Term for the Current Phase shall begin on the date which is the earlier of (a) the date on which Customer elects to have OUC energize earlier Lighting Equipment installed prior to completion of installation of the final Lighting Facilities for the Current Phase, or (b) the date on which the final Lighting Equipment for the Current Phase is energized (the "**Commencement Date**"). The Term for the Current Phase shall end twenty (20) years after the Commencement Date. At Customer's election, upon written notice to OUC prior to the expiration of the Initial Term, may be renewed up to two (2) times for a period not to exceed five (5) years for each renewal period ("Subsequent Terms"). For purposes hereof, the Initial Term and each Subsequent Term, if any, shall be referred herein collectively as the "**Term**". During any Subsequent Term, Customer shall only be required to pay for the Maintenance Upgrade Cost for the Lighting Facilities. OUC agrees that after the Initial Term and any renewal period exercised by Customer, Customer may let the then current term expire in which case OUC may install standard street lighting and Customer shall not be required to pay for the cost of the Electrical Service (including fuel and energy charges) associated with the Lighting Facilities remaining within Dedicated Roadways at the end of the Initial Term or expiration of the Subsequent Term, whichever is applicable. If Customer chooses not to extend the use of the Upgraded Lighting Facilities, the Customer shall be responsible for the cost of removing the Upgraded Lighting Facilities, with such work to be done by OUC and billed to the Customer.

Prior to the installation of full compliment of Lighting Equipment for the Current Phase, the Customer may request in writing to OUC that those Lighting Facilities then installed be energized for operation as completed by OUC rather than waiting for the full compliment of Lighting Equipment to be energized. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement based on the Commencement Date. Such billing shall be based on an adjusted Upgrade Cost for each billing period, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("**Proportional Upgrade Cost**").

5.13. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "**Banners**") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "**Banner Arms**"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms.

Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from disease or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

**POITRAS EAST
COMMUNITY
DEVELOPMENT DISTRICT**

a local unit of special-purpose

government

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____, as _____ of (Entity Name), a Florida not-for-profit corporation, who is [] personally known to me or [] produced the following identification: _____, and who did not take an oath.

Notary Public

Printed Name Below Signature

My Commission Expires

Signed, sealed and delivered
in the presence of:

ORLANDO UTILITIES COMMISSION

Name: _____

Name: _____

By: _____

Clint Bullock
General Manager & CEO

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

Attest: _____

Name: _____

Title: _____

Attorney for OUC

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Clint Bullock, as General Manager and CEO of **ORLANDO UTILITIES COMMISSION**, who is personally known to me or he has produced the following identification: _____, and who did not take an oath.

Notary Public

Printed Name Below Signature

SCHEDULE 3

CURRENT PHASE UPGRADE COST PAYMENT TERMS

MONTHLY INSTALLMENT:

During the Term of the Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of \$71.96. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.

Postras East Community Development District

Memo for Wastewater and Stormwater Needs Analysis

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

Which special districts are required to complete a needs analysis under section 403.9301 and 403.9302, Florida Statutes?

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.¹

What constitutes “wastewater services”?

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

¹ Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

What constitutes “stormwater management program or stormwater management system”?

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural, and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

What must the needs analysis for these services or systems include?

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.
- The Office of Economic and Demographic Research has [templates and other resources and guidance](#) under development on its website to assist in completion of this required analysis.

When must the needs analysis required be complete?

The 20-year needs analysis must be completed by June 30, 2022.

What happens to the needs analysis once it is complete?

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

**Postras East
Community Development District**

Amendment to Easement Agreement
(provided under separate cover)

**Postras East
Community Development District**

**Payment Authorization
Nos. 126-129**

Postras East Community Development District

Payment Authorization #126

10/15/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	USIC Locating Services Locating Services Through 09/30/2021	467952	\$ 369.00	FY 2021

TOTAL \$ 369.00

369.00	FY 2021
-	FY 2022



Chairperson

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

RECEIVED

By Amanda Lane at 9:01 am, Oct 19, 2021

Postras East Community Development District

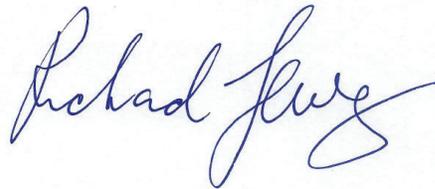
Payment Authorization #127

10/22/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	PFM Group Consulting			
	Billable Expenses	117025	\$ 32.13	FY 2021
	Billable Expenses	117481	\$ 32.13	FY 2021
	DM Fee: October 2021	DM-10-2021-43	\$ 2,916.67	FY 2022
	September Reimbursables	OE-EXP-10-34	\$ 31.25	FY 2021
2	Supervisor Fees - 10/19/2021 Meeting			
	Richard Levey	--	\$ 200.00	FY 2022

TOTAL \$ 3,212.18

95.51	FY 2021
3,116.67	FY 2022



Chairperson

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

RECEIVED

By Amanda Lane at 10:32 am, Oct 24, 2021

Postras East Community Development District

Payment Authorization #128

10/29/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Brownies Septic and Plumbing Lift Station Repair	i74679	\$ 295.00	FY 2022
2	Donald W McIntosh Associates Engineering Services Through 10/08/2021	41755	\$ 356.50	FY 2021
	Engineering Services Through 10/08/2021	41755	\$ 250.00	FY 2022
3	Hopping Green & Sams General Counsel Through 09/30/2021	125656	\$ 1,201.50	FY 2021
4	US Bank Trustee Fees for 2020 Series: 10/01/2021 - 09/30/2022	6307824	\$ 5,648.38	FY 2022
5	VGlobalTech Quarter 3 ADA Audit	3147	\$ 300.00	FY 2021
	October Website Maintenance	3177	\$ 125.00	FY 2022

TOTAL \$ 8,176.38

1,858.00	FY 2021
6,318.38	FY 2022



Chairperson

RECEIVED
 By Amanda Lane at 11:05 am, Nov 01, 2021

Postras East Community Development District

Payment Authorization #129

11/5/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Berman Construction November Administrator & Irrigation Specialist	15699	\$ 1,000.00	FY 2022
2	OUC Services 10/21/2021 - 11/01/2021	Acct: 2989510986	\$ 3,951.18	FY 2022
3	Sunshine 811 October Tickets	PS-INV1004779	\$ 8.64	FY 2022
TOTAL			\$ 4,959.82	
				-
				FY 2021
				4,959.82
				FY 2022



Chairperson

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

RECEIVED
 By Amanda Lane at 8:35 am, Nov 08, 2021

**Postras East
Community Development District**

Requisition Nos. 2020-87 -2020-96

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	October 15, 2021	REQUISITION NO:	87
PAYEE:	Boggy Creek Improvement District	AMOUNT DUE:	\$57.25
ADDRESS:	c/o PFM Group Consulting 3501 Quadrangle Boulevard, Ste. 270 Orlando, FL 32817	FUND:	<u>Acquisition/Construction</u>
ITEM:	Reimbursement for Construction-Related Legal Advertising, Split Between Boggy Creek, Greeneway, Myrtle Creek, Poitras East, and Midtown, Paid to Orlando Sentinel Out of Boggy Creek Series 2018 Construction Funds (Reference OSC43168163; Ad: 7049341), Req. 2018-212		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and as not previously been paid.

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All invoice(s) are on file with the District from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

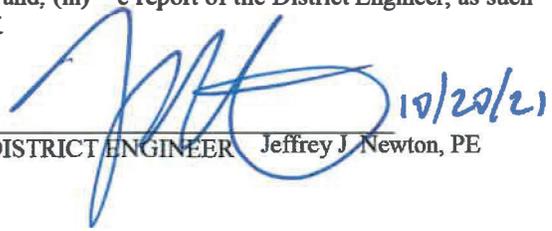


BY: _____
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY: _____
DISTRICT ENGINEER Jeffrey J. Newton, PE



RECEIVED

By Amanda Lane at 1:28 pm, Oct 20, 2021

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	October 15, 2021	REQUISITION NO:	88
PAYEE:	GAI Consultants Inc	AMOUNT DUE:	\$2,225.25
ADDRESS:	618 E. South Street, Suite 700 Orlando, FL 32801	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 2167439 for Project R201019.00 (Pearson Avenue (Street A) Phase 2) Services Through 09/25/2021		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

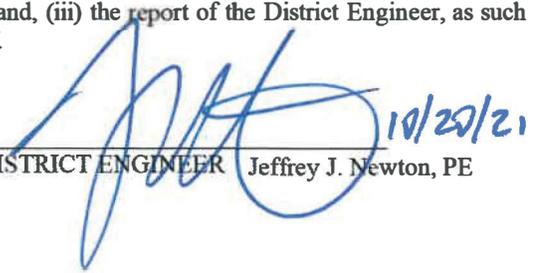


BY: _____
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY: _____
DISTRICT ENGINEER Jeffrey J. Newton, PE



RECEIVED

By Amanda Lane at 1:28 pm, Oct 20, 2021

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	October 15, 2021	REQUISITION NO:	89
PAYEE:	Jr. Davis Construction Co.	AMOUNT DUE:	\$350,444.26
ADDRESS:	210 Harbor Road Kissimmee, FL 34741	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none">• Invoice 127324 (Pay Application #1) for Project 2082 (Poitras East Master Infrst ID) Through 08/25/2021 – \$83,688.82• Invoice 127410 (Pay Application #2) for Project 2082 (Poitras East Master Infrst ID) Through 09/25/2021 – \$233,585.72• Invoice 127407 (Pay Application #2) for Project 2089 (Poitras East Centerline Dr Seg F) Through 09/25/2021 – \$33,169.72		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and as not previously been paid.

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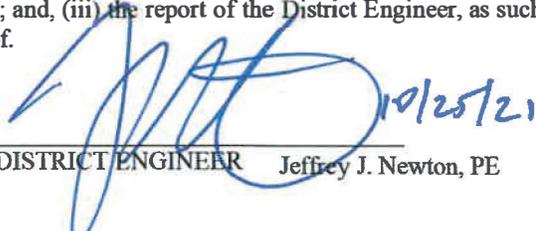
POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT



BY: _____
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  10/25/21
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 1:24 pm, Oct 26, 2021

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	October 22, 2021	REQUISITION NO:	90
PAYEE:	Forterra Pipe & Precast	AMOUNT DUE:	\$4,895.44
ADDRESS:	PO Box 842481 Dallas, TX 75284-2481	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 11812810 for Construction Materials		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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All invoice(s) are on file with the District from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  10/25/21
DISTRICT ENGINEER Jeffrey J. Newton, PE



POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	October 22, 2021	REQUISITION NO:	91
PAYEE:	Oldcastle Infrastructure	AMOUNT DUE:	\$1,750.00
ADDRESS:	PO Box 402721 Atlanta, GA 30384-2721	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none">• Invoice 374163466 for Phase 1-D Construction Materials – \$2,470.00• Credit Memo 374C08028 for Phase 1-D Construction Materials – (\$720.00)		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  10/25/21
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 10:13 am, Oct 26, 2021

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
 REQUISITION FOR PAYMENT
 2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	October 29, 2021	REQUISITION NO:	92
PAYEE:	Donald W McIntosh Associates Inc	AMOUNT DUE:	\$13,006.55
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none"> • Invoice 41756 for Project 18124 (Poitras East CDD) Engineering Services Through 10/08/2021 – \$7,097.00 • Invoice 41759 for Project 20695 (Pearson Avenue (Street A) – Phase 2) Engineering Services Through 10/08/2021 – \$2,231.00 • Invoice 41762 for Project 21555 (Poitras East Master Infrastructure Phase 1C) Engineering Services Through 10/08/2021 – \$800.60 • Invoice 41763 for Project 21556 (Poitras East Master Infrastructure Phase 1D) Engineering Services Through 10/08/2021 – \$1,577.65 • Invoice 41764 for Project 21557 (Poitras East Off-Site Force Main) Engineering Services Through 10/08/2021 – \$1,300.30 		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and as not previously been paid.

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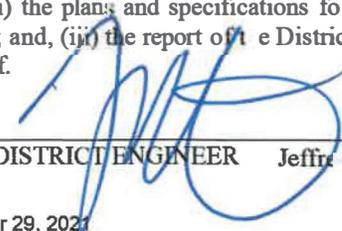
POITRAS EAST COMMUNITY
 DEVELOPMENT DISTRICT



 CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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 11/1/21

 DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED
 By Amanda Lane at 8:34 am, Nov 02, 2021

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	October 29, 2021	REQUISITION NO:	93
PAYEE:	Florida Industrial Electric	AMOUNT DUE:	\$100,065.38
ADDRESS:	104 Commerce Street Lake Mary, FL 32746	FUND:	<u>Acquisition/Construction</u>
ITEM:	Pay Application #4 for Project 13010 (Traffic Signal Improvements at Narcoossee Rd and Luminary Blvd) Through 10/25/2021		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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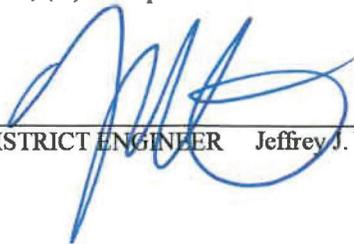
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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  11/1/21
DISTRICT ENGINEER Jeffrey J. Newton, PE

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	October 29, 2021	REQUISITION NO:	94
PAYEE:	Forterra Pipe & Precast	AMOUNT DUE:	\$4,895.44
ADDRESS:	PO Box 842481 Dallas, TX 75284-2481	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 11810378 for Construction Materials		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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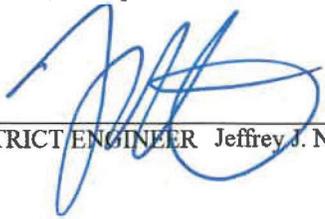
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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  11/1/21
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 8:34 am, Nov 02, 2021

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	October 29, 2021	REQUISITION NO:	95
PAYEE:	Hopping Green & Sams	AMOUNT DUE:	\$1,096.00
ADDRESS:	119 S. Monroe Street, Ste. 300 PO Box 6526 Tallahassee, FL 32314	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 125657 for Project Construction Legal Services Through 09/30/2021		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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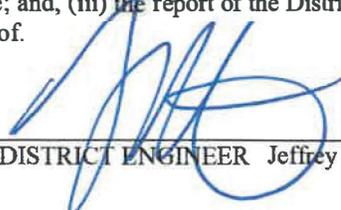
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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  11/1/21
DISTRICT ENGINEER Jeffrey J. Newton, PE

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	October 29, 2021	REQUISITION NO:	96
PAYEE:	Kittelson & Associates	AMOUNT DUE:	\$1,194.00
ADDRESS:	PO Box 40847 Portland, OR 97240	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 121590 for Project 262690 (Narcoossee & Luminary Post Design) Through 09/30/2021		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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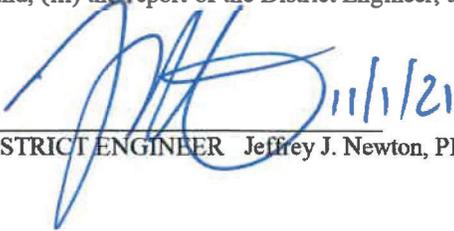
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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: 
DISTRICT ENGINEER Jeffrey J. Newton, PE

**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**
(provided under separate cover)