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

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Poitras East Community Development District ("District"), scheduled to be held at **4:00 p.m. on Tuesday, August 16, 2022, at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

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

Phone: 1-844-621-3956 Computer: pfmgroup.webex.com Participant Code: 796 580 192#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm Quorum
- Public Comment Period
- 1. Consideration of the Minutes of the July 19, 2022, Auditor Selection Committee Meeting
- 2. Consideration of the Minutes of the July 19, 2022, Board of Supervisors' Meeting
- 3. Consideration of Resolution 2022-04, Approving an Annual Meeting Schedule for Fiscal Year 2023

Business Matters

- 4. Consideration of Fiscal Year 2022 Audit Engagement Letter with Grau
- 5. Consideration of Interlocal Agreement (provided under separate cover)
- 6. Consideration of OUC Agreement for Poitras Pearson Ave Ph. 1 & 2
- 7. Ratification of Promissory Note for Pearson Avenue Phase 1 Wastewater Acquisition
- 8. Ratification of Partial Releases of Property from Imposition of Special Assessments
- 9. Ratification of 42nd Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc.
- 10. Public Hearing on the Adoption of the District's Annual Budget
 - a. Public Comments and Testimony
 - b. Board Comments
 - c. Consideration of Resolution 2022-05, Adopting the Fiscal Year 2023 Budget and Appropriating Funds
- 11. Consideration of Resolution 2022-06, Adopting an Assessment Roll for Fiscal Year 2023 and Certifying Special Assessments for Collection
- 12. Ratification of Operation and Maintenance Expenditures Paid in July 2022 in an amount totaling \$10,882.80
- 13. Ratification of Requisition Nos. 2020-169 2020-177 Paid in July 2022 in an amount totaling \$1,229,258.92
- 14. Recommendation of Work Authorization/Proposed Services (if applicable)
- 15. 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



Minutes of the July 19, 2022, Auditor Selection Committee Meeting

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION COMMITEE MEETING MINUTES

FIRST ORDER OF BUSINESS

Roll Call to Confirm Quorum

The Auditor Selection Committee Meeting for the Poitras East Community Development District was called to order on Tuesday, July 19, 2022, at 4:00 p.m. at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827.

Present:

Rob Adams Brent Schademan Frank Paris	Committee Member Committee Member Committee Member	
Also attending:		
Jennifer Walden Lynne Mullins Amanda Lane Jorge Jimenez Tucker Mackie Ryan Dugan Jeffrey Newton	PFM PFM PFM FM Kutak Rock Kutak Rock Donald W. McIntosh Associates	(via phone) (via phone)
Larry Kaufmann Aaron Wilbanks Chris Dennison	Construction Supervisor Berman Cepra	(via phone)

SECOND ORDER OF BUSINESS

Matt McCollum

Ms. Walden called for public comments. There were no public comments.

Cepra

THIRD ORDER OF BUSINESS

Public Comment Period

Review of Auditing Services Proposals

- a) Carr Riggs & Ingram
- b) Grau & Associates
- c) James Moore

Ms. Walden explained that three proposals have been received for auditing services and they Carr Riggs & Ingram, Grau & Associates and James Moore. She noted that all the proposers are capable and that the District Management team has worked with all proposers previously. As for pricing, the proposers had the following five-year amounts - James Moore had an overall amount of \$26,250.00, Grau & Associates had an overall amount of \$26,000.00 and Carr Riggs & Ingram had an overall amount of \$57,500.00.

FOURTH ORDER OF BUSINESS	Ranking	of	Auditing	Services
	Proposals			

Ms. Walden noted that the District Management team provided their rankings and felt that the first four categories were equal, so the decision really came down to price. So, Grau and Associates was ranked as

#1, with 100 points, James Moore was ranked as #2, with 99.8 points, and Carr Riggs & Ingram was ranked #3, with 75.8 points. The Committee is free to accept these rankings or make the rankings themselves.

On motion by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the recommended rankings, ranking Grau and Associates as #1, James Moore as #2, and Carr Riggs & Ingram as #3.

FIFTH ORDER OF BUSINESS

Adjournment

On motion by Mr. Adams, seconded by Mr. Schademan, with all in favor, the July 19, 2022, Meeting of the Auditor Selection Committee for the Poitras East Community Development District was adjourned.

Secretary / Assistant Secretary

Chair / Vice Chair

Minutes of the July 19, 2022, 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, July 19, 2022, at 4:02 p.m. at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827.

Present:

Rob Adams Brent Schademan Frank Paris	Vice Chair Assistant Secretary Assistant Secretary	
Also attending:		
Jennifer Walden Lynne Mullins Amanda Lane Jorge Jimenez Tucker Mackie Ryan Dugan	PFM PFM PFM Kutak Rock Kutak Rock	(via phone) (via phone)

Donald W. McIntosh Associates

Construction Supervisor

Berman

Cepra

Cepra

(via phone)

SECOND ORDER OF BUSINESS

Jeffrev Newton

Larry Kaufmann

Aaron Wilbanks

Chris Dennison

Matt McCollum

Ms. Walden called for public comments. There were no public comments.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the June 21, 2022, Board of Supervisors' Meeting

The Board reviewed the minutes of the June 21, 2022, Board of Supervisors' Meeting.

On motion by Mr. Schademan, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Minutes of the June 21, 2022, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Review of Auditor Selection Committee Rankings & Selection of Auditor

Ms. Walden noted that the Auditor Selection Committee ranked Grau & Associates as No. 1, with 100 points, James Moore as No. 2, with 99.8 points, and Carr Riggs & Ingram as No. 3, with 75.8 points.

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Public Comment Period

On motion by Mr. Paris, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Poitras East Community Development District accepted the rankings of the Auditor Selection Committee and the recommendation to move forward with the No. 1 proposer, Grau & Associates.

FIFTH ORDER OF BUSINESS

Consideration of OUC Streetlight Agreements

- a) Luminary 1C
- b) Centerline G
- c) Selten Way

Mr. Kaufmann noted that the Streetlight Agreements were received earlier in the day and have not yet been reviewed by District Counsel. He stated that the pricing is equivalent to previous Streetlight Agreements with OUC. Mr. Kaufmann requested that the Board authorize the Chair to execute the OUC Streetlight Agreements, as a standard form agreement, pending review by District Counsel. He explained that the roads are in the position that streetlights need to be ordered for installation for when they start seeing residential traffic.

On motion by Mr. Schademan, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Poitras East Community Development District authorized the Chair to execute the OUC Streetlight Agreements for Luminary 1C, Centerline G, and Selten Way pending review by District Counsel.

SIXTH ORDER OF BUSINESS

Consideration of Notice of Modification to Original Contract Design for Luminary Blvd Phase 1A

Mr. Kaufmann explained that the District had entered an agreement with OUC to place lighting on Luminary Blvd Phase 1A. The agreement included concrete poles for the median and cobra head fixtures. This modification is labeled (Exhibit 2) and would add aluminum poles and post top fixtures.

On motion by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Certificate of Completion (Exhibit 2) of Notice of Modification to Original Contract Design for Luminary Blvd Phase 1A.

SEVENTH ORDER OF BUSINESS

Consideration of N-3 Lift Station Maintenance Items

a) Consideration of Lift Station Maintenance Services Agreement with Brownie's Septic & Plumbing for N-3 Lift Station

b) Consideration of Proposal from Eyecomm for Lift Station Monitoring Service

Mr. Newton noted that the Poitras East CDD is in the City of Orlando but is serviced by Orange County Utilities, and the County takes about six months to accept a lift station tract. As such, the District needs to operate and maintain the lift station until it can be turned over to the County. The agreement with Brownie's, who maintains the N-5 Lift Station, would have them performing maintenance on the N-3 Lift Station. The second agreement, with Eyecomm, would provide a cellular monitoring system for the lift station, which would notify Brownie's and the District Manager if there were an issue.

On motion by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Lift Station Maintenance Services Agreement with Brownie's Septic & Plumbing for N-3 Lift Station and the Proposal from Eyecomm for Lift Station Monitoring Service.

EIGHTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in June 2022 in an amount totaling \$15,971.96

Ms. Walden noted that these expenditures have been approved and need to be ratified by the Board.

On motion by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified the Operation and Maintenance Expenditures Paid in June 2022 in an amount totaling \$15,971.96.

NINTH ORDER OF BUSINESS

Ratification of Requisition Nos. 2020-155 – 2020-168 Paid in June 2022 in an amount totaling \$1,211,174.88

Ms. Walden noted that these requisitions have been approved and need to be ratified by the Board.

On motion by Mr. Schademan, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified Requisition Nos. 2020-155 – 2020-168 paid in June 2022 in an amount totaling \$1,211,174.88.

TENTH ORDER OF BUSINESS

Recommendation of Work Authorization/Proposed Services

Mr. Kaufmann stated that there were no Work Authorizations.

ELEVENTH ORDER OF BUSINESS

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

The Board reviewed the District's Financial Statements through June 30, 2022. Ms. Walden noted that the District has expenses of \$100,000.00 vs. a budget of \$361,000.00 which is approximately 27% of the budget.

TWELFTH ORDER OF BUSINESS

Staff Reports

<u>District Counsel</u> – Ms. Mackie noted that she was contacted by Toll Brothers, who is also in the process of turning over a lift station to the County. Orange County would like certain releases from the District stating that it is not subject to current and future District Assessments. She noted that staff has prepared a form of the release to be executed (Minutes Exhibit A). Counsel will be working with District Management regarding an estoppel to the effect of future assessments. Ms. Mackie noted that the Lift Station was never anticipated to be assessed by the District. She requested that the Vice Chair be authorized to sign the release of assessments.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District authorized the Vice Chair to sign the release of assessments to Orange County.

<u> District Manager</u> –	Ms. Walden noted that the next meeting is scheduled for Tuesday, August 16, 2022, where the budget will be adopted.
<u> District Engineer</u> –	Mr. Newton reviewed the Construction Status Memorandum (Minutes Exhibit B).
	For Master Infrastructure Phase 1A, close-out is pending resolution of the roundabout truck apron issue, which is anticipated to be finished by the end of July. Mr. Newton is putting together the package to acquire improvements from the Developer.
	For the Narcoossee/Luminary Traffic Signal, the Contractor is evaluating corrective action for the pedestrian button issue. Mr. Newton noted that he told the Contractor that the District would not release their retainage until the problem is resolved. Mr. Adams requested an explanation of the issue. Mr. Newton explained that the pedestrian push buttons are currently located adjacent to curb ramps, but the ADA requires them to be adjacent to a flat landing area.
	For Master Infrastructure Phase 1B, the roundabout truck apron still needs to be fixed. The roadway still needs the second lift of asphalt, north trail landscaping, and permanent thermoplastic striping.

For Master Infrastructure Phase 1C and Centerline Drive Segment F, the underground work is almost complete. Infrastructure Phase 1C underground utilities are 90% complete and Centerline Drive Segment F is almost complete, except for two backordered manholes. There is a Change Order No. 5 in the additive amount of \$1,368,270.25 for plan revisions. Over \$1,000,000.00 is associated with upgrades to the OUC electrical conduit system. Instead of a standard conduit and pull box system, it's a very large duct bank and manhole system, which is significantly more expensive. The Change Order will be apportioned between the two projects, one which is a Poitras East CDD project, and one which is a Midtown ID project. Poitras East CDD will be allocated \$847,663.64 and Midtown ID will be allocated \$520,606.61. Mr. Newton noted that he is still evaluating the Change Order and sees some issues with it, including some issues with materials that were purchased outside of the ODP process. He also noted that the change order requests a 90day extension to construction duration. He recommended approval of Change Order No. 5 in an additive amount not to exceed \$1,368,270.25 and adding a 90-day extension to the construction duration pending an extensive review by the District Engineer and authorization for the Chair or Vice Chair to sign it outside of a meeting.

For Master Infrastructure Phase 1D, the roundabout truck apron issue continues, and the Contractor is finishing up their work on Laureate Blvd.

For the Off-Site Force Main to Tavistock Lakes Blvd, the Contractor addressed all their punch list items, but damaged some sidewalks in the process and are now in the process of repairing them.

For Street A Phase 1 (Pearson Avenue), the first lift of asphalt and the west side trail have been installed, and lift station startup is being arranged, as previously discussed.

For Street A Phase 2 (Pearson Avenue), the Contractor is 80% complete with underground utilities and started work on the Boggy Creek Road connection. They encountered some Sprint fiber optic lines and are working with Sprint to resolve it.

Mr. Schademan asked if any systems, other than the Master Infrastructure Phase 1C and Centerline Drive Segment F electrical system, need to be upgraded. Mr. Newton responded that OUC has two systems, a 12kV and 25kV. Master Infrastructure 1C would be the limit of the 25kV duct bank system. In the future, it will extend down Centerline Drive Segment Hto Boggy Creek Road. He explained that it's been priced out based on a revised letter of responsibility from OUC.

On motion by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Poitras East Community Development District, approved Change Order No. 5 in the additive amount not to exceed \$1,368,270.25, with a 90-day construction duration extension, subject to review by the District Engineer, and authorized the Chair or Vice Chair to sign the Change Order outside of a meeting.

Construction Supervisor –	No report.
Landscape Supervisor –	No report.
Irrigation Supervisor –	No report.

THIRTEENTH ORDER OF BUSINESS

There were no supervisor requests.

FOURTEENTH ORDER OF BUSINESS

Supervisor Requests

Adjournment

On motion by Mr. Schademan, seconded by Mr. Paris, with all in favor, the July 19, 2022, Meeting of the Board of Supervisors for the Poitras East Community Development District was adjourned.

Secretary / Assistant Secretary

Chair / Vice Chair

This Instrument Prepared by and Return to:

Tucker F. Mackie 107 W College Avenue Tallahassee, Florida 32301

PARTIAL RELEASE OF PROPERTY FROM IMPOSITION OF SPECIAL ASSESSMENTS

WHEREAS, on August 31, 2020, the Poitras East Community Development District (the "<u>District</u>") filed a Notice of Imposition of Special Assessments (the "<u>Notice</u>"), Instrument No. 20200456279, Public Records of Orange County, Florida, which imposed special assessments on certain real property described therein (the "<u>Land</u>").

WHEREAS, the District desires to release a portion of the Land more particularly described as TRACT LS-1, LAUREL POINTE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGE 79, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (the "<u>Released Land</u>") from all obligation of paying any assessment as set forth in the Notice as well as from any other obligations under the Notice as such Released Land will be owned by Orange County, Florida, and used for a governmental purpose.

NOW, THEREFORE, the District does hereby release and discharge from the Notice, encumbrance, and operation of the Notice, the Released Land.

By virtue of the District's execution of this Partial Release of Property from Imposition of Special Assessments, the Released Land shall be forever, freed, exonerated, and discharged from the Notice, encumbrance, and operation of the Notice, provided always, nevertheless, that nothing herein contained shall in anywise impair, alter, or diminish the effect, encumbrance, or operation of the Notice on the remaining part of the Land not hereby released therefrom.

[SIGNATURE AND ACKNOWLEDGMENT ON NEXT PAGE]

IN WITNESS WHEREOF, the District has caused this Partial Release of Property from Imposition of Special Assessments to be executed this _____ day of ______, 2022.

Signed, sealed and delivered in the presence of:

Poitras East Community Development District

By:		
Name:		
Title:		

Print Name: _____

Print Name:

STATE OF _____) COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of ______, 2022, by ______, ______ as _____ of the Poitras East Community Development District. He/She (check appropriate box) [___] is personally known to me or [___] has produced his/her State of ______ driver's license as identification.

(NOTARY SEAL OR STAMP)

Name: ______ Title: Notary Public My Commission Expires: _____

		MEMORANDUM		
	DATE:	July 19, 2022		
Donald W. McIntosh Associates, Inc.	TO:	Poitras East Community Development District Board of Supervisors		
	FROM:	Donald W. McIntosh Associates, Inc. District Engineer		
	RE:	Construction Contract Status		
	Dear Board	Members,		
		pt this correspondence as a current summary of our construction contract status. w by project is a brief summary of recent contract activity.		
Civil Engineers		rastructure Phase 1A – Jr. Davis Construction Company, Inc. construction contract is between TDCP and JDC)		
LAND PLANNERS	Constructi	on Status: Phase 1A is in the process of close-out pending resolution of the truck apron issue. It is anticipated that the truck apron will be reconstructed by the		
Surveyors	end of July, and final inspection can be called in to close out the project.			
	Recommen	ided Motion: None		
	Narcoossee	e/Luminary Traffic Signal – The New Florida Industrial Electric		
	pedestrian p	on Status: Contractor and signal consultant are coordinating on a resolution to the bush button matter. Contractor has been informed that retainage will not be released ue is resolved.		
•	Change Or	der (C.O.) Status: None		
	Recommen	nded Motion: None		
		Trastructure Phase 1B – Jr. Davis Construction Company, Inc. construction contract is between TDCP and JDC)		
2200 Park Ave. North	Constructi			
Winter Park, FL		of the roundabout truck apron issue continues. The second lift of asphalt, north trail, g, and permanent thermoplastic striping remain to be installed.		
32789-2355	Recommen	ided Motion: None		
Fax 407-644-8318				
407-644-4068	F:\Proj2017\1717	0\ENGadmin\C\ec250 Construction Memo 07-19-22.docx		



Memorandum Re: Poitras East Community Development District Construction Contract Status July 19, 2022 Page 2

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

Construction Status: Underground utilities on Phase 1C are 90% complete and roadway grading and construction continues. Contractor has completed installation of the storm and sanitary sewer systems on Centerline Segment F and is awaiting videotaping and as built drawings. Contractor has completed installation of electrical conduits and pull boxes/manholes with the exception of two back ordered manholes and has completed installation of pressure pipes (reclaimed and potable water mains).

Change Order (C.O.) Status: Change Order No. 5 in the additive amount of \$1,368,270.25 for plan revisions, over \$1,000,000 of which is associated with upgrades to the electrical conduit system as required by OUC. This change order will be apportioned between the two projects, with \$847,663.64 being allocated to Master Infrastructure Phase 1C and \$520,606.61 being allocated to Centerline Drive Segment F. The District Engineer is still discussing this change order request with the Contractor, reviewing for consistency with the contract, and evaluating the financial impact of certain materials that were purchased outside of the ODP process (therefore requiring payment of sales tax). Work is ongoing and materials must be ordered to maintain schedule, so time is of the essence in approving this change order. The change order also includes an extension in construction duration of 90 days.

Recommended Motion: Approval of Change Order No. 5 in an additive amount not to exceed \$1,368,270.25 and an extension in construction duration of 90 days, subject to a detailed review of the request by the District Engineer.

Master Infrastructure Phase 1D – Jr. Davis Construction Company

Construction Status: Resolution of the roundabout truck apron issue continues. Contractor has commenced wall construction within the roundabout and construction of the south side of Laureate Blvd (eastbound lane).

Change Order (C.O.) Status: None

Recommended Motion: None

Off-Site Force Main to Tavistock Lakes Boulevard – JMHC

Construction Status: Contractor has addressed all punch list items and is repairing minor sidewalk damages resulting from their work. Final close-out documentation is in process.

Change Order (C.O.) Status: None

Recommended Motion: None

F:\Proj2017\17170\ENGadmin\C\ec250 Construction Memo 07-19-22.docx



Memorandum Re: Poitras East Community Development District Construction Contract Status July 19, 2022 Page 3

<u>Street A Phase 1 (aka Pearson Avenue) – Jr. Davis Construction Company</u> (Note: this construction contract is between TDCP and JDC)

Construction Status: The road's first lift of asphalt and the west side trail have been installed. Lift station startup is anticipated by the beginning of August.

Recommended Motion: None

Street A Phase 2 (aka Pearson Avenue) - Jr. Davis Construction Company

Construction Status: Contractor is 80% complete with underground utilities and has commenced work on the Boggy Creek Road connection. It is anticipated that curb and base will be installed by the middle of August.

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

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Poitras East Community Development District Master Infrastructure Phase 1C and Centerline Drive Segment F Change Order Log Jr. Davis Construction, Inc.

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	-	New ntract Amount ginal Contract Date	To Board	Approval Date	Notes
			300			\$	8,105,537.19			
1	4/6/2022	Hardscape - Roundabouts and Retaining Wall	0	\$ 133,966.67	Approved	\$	8,239,503.86	4/19/2022	4/19/2022	Tavistock approved 5/4/22
2	4/13/2022	Increase in Cost to Procure 16" PVC Force Main from FEI	0	\$ 69,162.54	Approved	\$	8,308,666.40	4/19/2022	4/19/2022	Tavistock approved 5/4/22
<u>3</u>	5/16/2022	Landscaping & Irrigigation for Phase 1C (incluidng 12 months of maintenance)	120	\$ 2,348,776.51	Approved	\$	10,657,442.91	5/17/2022	5/17/2022	
<u>4</u>	6/20/2022	Diesel Fuel Price Adjustment through May 2022		\$ 19,807.62	Approved	\$	10,677,250.53	6/21/2022	6/21/2022	
<u>5</u>	7/15/2022	Master Infrastructure Phase 1C and Segment F Plan Changes	90	\$ 1,368,270.25	Pending	\$	12,045,520.78	7/19/2022		
		Days to Substantial Completion	510	Revised Co	ntract Amount	\$	12,045,520.78			
		Days to Contract Completion NOC Date	540 7/19/2021		1	1				
		Substantial Completion Date	12/11/2022							
		Contract Completion Date	1/10/2023							
		Developer Portion								
		District Portion								

CONTRACT CHANGE ORDER

Change Order No. 5

Master Infrastructure Phase 1C and Centerline Drive

Project: Segment F

Date 7/15/2022

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Master Infrastructure Phase 1C and Segment F Plan Changes and Add 90 Days	ADD	\$ 1,368,270.25

Net Change Order Amount \$ 1,368,270.25

Contract Amount Prior to Change Order \$ 10,677,250.53

Revised Contract Amount \$ 12,045,520.78

COMMENTS:

See attached backup.

Acceptable To:

Jr. Davis Construction Company, Inc.

Date:

Approved By:

Date:

Poitras East Community Development District

POITRAS EAST MASTER INFRASTRUCTURE PHASE 1C & SEGMENT F PLAN CHANGES



JR. DAVIS CONSTRUCTION

210 Hangar Road Kissimmee, FL, 34741 **Contact:** Mike Heim 407-870-0066 **Phone:** Email: Mike.Heim@Jr-Davis.com

Jr. Davis Construction Company, Inc.

Quote To: Company: Phone: Email:

Jeffrey Newton DWMA

Proposal Date: Date of Plans: Revision Date: Addendums: HCSS:

7.15, 2022 See Notes

2089RCO04

Revised to Show Install/ Materials/ Tax

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	***POITRAS EAST PHASE 1C PLAN				
	CHANGES***				
	PRELIMINARIES				
1030	Performance & Payment Bond (115% of all constructi	1.00	LS	4,985.17	4,985.17
1040	Construction Stakeout	1.00	LS	10,853.58	10,853.58
1050	Geotechnical Testing (Contractor pre-test, utility	1.00	LS	5,273.01	5,273.01
1060	Add Survey and City ESM Compliant As-Builts	1.00	LS	6,122.99	6,122.99
	*** Preliminaries Subtotal				27,234.75
	** STORM DRAINAGE **				
3020	Add Type 5 Curb Inlet I-18A & I-19A L&E	1.00	EA	2,732.12	2,732.12
3022	Add Type 5 Curb Inlet I-18A & I-19A Mat'l	1.00	EA	1,974.13	1,974.13
3024	Add Type 5 Curb Inlet I-18A & I-19A Tax	1.00	EA	88.80	88.80
3040	Add Manhole Type 8 DM-18A L&E	1.00	EA	3,964.66	3,964.66
3042	Add Manhole Type 8 DM-18A Mat'l	1.00	EA	3,160.96	3,160.96
3044	Add Manhole Type 8 DM-18A Tax	1.00	EA	221.27	221.27
3060	Add 15" RCP III (C-76) 0'-6' Deep L&E	90.00	LF	32.99	2,969.10
3062	Add 15" RCP III (C-76) 0'-6' Deep Mat'l	90.00	LF	14.25	1,282.50
3064	Add 15" RCP III (C-76) 0'-6' Deep Tax	90.00	LF	0.93	83.70
3070	Add 18" RCP III (C-76) 0'-6' Deep L&E	117.00	LF	20.79	2,432.43
3072	Add 18" RCP III (C-76) 0'-6' Deep Mat'l	117.00	LF	19.30	2,258.10
3074	Add 18" RCP III (C-76) 0'-6' Deep Tax	117.00	LF	1.35	157.95
3080	Add 24" RCP III (C-76) 8'-10' Deep L&E	250.00	LF	69.05	17,262.50
3082	Add 24" RCP III (C-76) 8'-10' Deep Mat'l	250.00	LF	30.00	7,500.00
3084	Add 24" RCP III (C-76) 8'-10' Deep Tax	250.00	LF	1.95	487.50
3100	Testing per City's Requirements	1.00	LS	6,646.21	6,646.21
	*** Storm Drainage Subtotal				53,221.93
	WATER DISTRIBUTION				
4020	Add 8" DIP Class 350 (w/Fittings) L&E	11.00	LF	261.46	2,876.06

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4022	Add 8" DIP Class 350 (w/Fittings) Mat'l	11.00	LF	11.92	131.12
	Add 8" DIP Class 350 (w/Fittings) Tax	11.00	LF	0.83	9.13
4030	Add 12" DIP class 350 (W/ Fittings) L&E	120.00	LF	49.85	5,982.00
4035	Add 12" DIP Class 350 (W/ Fittings) Mat'l	120.00	LF	76.33	9,159.60
4040	Add 12" DIP Class 350 (w/Fittings) Tax	120.00	LF	5.34	640.80
4060	Add 8" Gate Valve L&E	2.00	EA	1,495.85	2,991.70
4062	Add 8" Gate Valve Mat'l	2.00	EA	1,601.36	3,202.72
4064	Add 8" Gate Valve Tax	2.00	EA	126.23	252.46
4080	Add 12" Gate Valve L&E	6.00	EA	1,652.11	9,912.66
4082	Add 12" Gate Valve Mat'l	6.00	EA	2,952.56	17,715.36
4084	Add 12" Gate Valve Tax	6.00	EA	220.13	1,320.78
	SUBTOTAL				54,194.39
	WASTEWATER				
5120	Add 8" SDR 35 PVC Gravity Sewer 8-10' Deep L&E	139.00	LF	63.19	8,783.41
5122	Add 8" SDR 35 PVC Gravity Sewer 8-10' Deep Mat'l	139.00	LF	22.67	3,151.13
5124	Add 8" SDR 35 PVC Gravity Sewer 8-10' Deep Tax	139.00	LF	1.45	201.55
	Add San. Manhole 8-10' Deep SM-11A & SM-17 L&E	2.00	EA	6,765.14	13,530.28
5142	Add San. Manhole 8-10' Deep SM-11A & SM-17 Mat'l	2.00	EA	2,360.95	4,721.90
5144	Add San. Manhole 8-10' Deep SM-11A & SM-17 Tax	2.00	EA	177.07	354.14
5160	Deduct 8" SDR 35 PVC Gravity Sewer 0-6' Deep L&E	-51.00	LF	23.00	-1,173.00
5162	Deduct 8" SDR 35 PVC Gravity Sewer 0-6' Deep Mat'l	-51.00	LF	6.53	-333.03
5164	Deduct 8" SDR 35 PVC Gravity Sewer 0-6' Deep Tax	-51.00	LF	0.49	-24.99
5180	Deduct 8" SDR 35 PVC Gravity Sewer 6-8' Deep L&E	-428.00	LF	35.00	-14,980.00
5182	Deduct 8" SDR 35 PVC Gravity Sewer 6-8' Deep Mat'l	-428.00	LF	8.11	-3,471.08
5184	Deduct 8" SDR 35 PVC Gravity Sewer 6-8' Deep Tax	-428.00	LF	0.61	-261.08
5200	Deduct Sanitary Sewer Manhole 0-6' Deep SM-17 L&E	-1.00	EA	4,546.00	-4,546.00
5202	Deduct San. Sewer Manhole 0-6' Deep SM-17 Mat'l	-1.00	EA	1,475.00	-1,475.00
5204	Deduct Sanitary Sewer Manhole 0-6' Deep SM-17 Tax	-1.00	EA	110.63	-110.63
5220	Deduct San. Manhole 6-8' Deep SM-14 & SM-15 L&E	-2.00	EA	4,815.00	-9,630.00
5222	Deduct San. Manhole 6-8' Deep SM-14 & SM-15 Mat'l	-2.00	EA	1,680.00	-3,360.00
5224	Deduct San. Manhole 6-8' Deep SM-14 & SM-15 Tax	-2.00	EA	126.00	-252.00
	SUBTOTAL				-8,874.40
	***RECLAIM WATER				
	DISTRIBUTION***				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6020	Add 6" PVC C900 DR18 PC150 (w/Fittings) L&E	123.00	LF	93.83	11,541.09
6022	Add 6" PVC C900 DR18 PC150 (w/Fittings) Mat'l	123.00	LF	24.43	3,004.89
6024	Add 6" PVC C900 DR18 PC150 (w/Fittings) Tax	123.00	LF	1.67	205.41
6040	Add 8" DIP PC150 (w/Fittings) L&E	15.00	LF	32.71	490.65
6042	Add 8" DIP PC150 (w/Fittings) Mat'l	15.00	LF	64.36	965.40
6044	Add 8" DIP PC150 (w/Fittings) Tax	15.00	LF	4.83	72.45
6100	Add 6" Gate Valve L&E	2.00	EA	1,272.46	2,544.92
6102	Add 6" Gate Valve Mat'l	2.00	EA	1,062.00	2,124.00
6104	Add 6" Gate Valve Tax	2.00	EA	79.65	159.30
6120	Add 8" Gate Valve L&E	1.00	EA	1,065.62	1,065.62
6122	Add 8" Gate Valve Mat'l	1.00	EA	1,702.00	1,702.00
6124	Add 8" Gate Valve Tax	1.00	EA	127.65	127.65
6140	Add 16" Gate Valve L&E	2.00	EA	1,284.47	2,568.94
6142	Add 16" Gate Valve Mat'l	2.00	EA	5,475.00	10,950.00
6144	Add 16" Gate Valve Tax	2.00	EA	410.63	821.26
6200	Add Blow Off Assembly L&E	1.00	EA	1,834.52	1,834.52
6202	Add Blow Off Assembly Mat'l	1.00	EA	558.00	558.00
6204	Add Blow Off Assembly Tax	1.00	EA	41.85	41.85
6300	Add Testing Per City Standards	1.00	LS	406.17	406.17
	SUBTOTAL				41,184.12
	** PAVING **				
7010	Add 1" Asphalt FC 9.5	867.00	SY	13.83	11,990.61
7020	Add 3" Asphalt SP 12.5	867.00	SY	28.28	24,518.76
7040	Add 12" Crushed Concrete Base	867.00	SY	40.18	34,836.06
7050	Add 12" Stabilized Subgrade	867.00	SY	12.64	10,958.88
7100	Deduct 2.33' FDOT Type "E" Curb	-141.00	LF	14.65	-2,065.65
7200	Add Pavement Markings per Sheets C212	1.00	LS	15,596.46	15,596.46
7220	Regulatory Signs per Sheets C212	1.00	LS	2,566.77	2,566.77
	*** Paving Subtotal***				98,401.89
	** SLEEVES **				
8010	Add Type I1 Sleeve L&E	4.00	EA	950.00	3,800.00
8012	Add Type I1 Sleeve Mat'l	4.00	EA	150.00	600.00
8014	Add Type I1 Sleeve Tax	4.00	EA	42.36	169.44
8020	Add Type I2 Sleeve L&E	2.00	EA	1,050.00	2,100.00
8022	Add Type I2 Sleeve Mat'l	2.00	EA	150.00	300.00
8024	Add Type I2 Sleeve Tax	2.00	EA	21.18	42.36
	*** Sleeves Subtotal				7,011.80
	** OUC ELECTRIC CONDUIT **				
9020	Deduct 3" - 2 Way Primary Conduit L&E	-194.00	LF	6.95	-1,348.30
9022		-194.00	LF	8.25	-1,600.50
9024		-194.00	LF	0.62	-120.28
9030	Deduct 3" - 4 Way Primary Conduit L&E	-19.00	LF	12.75	-242.25
9032		-19.00	LF	16.25	-308.75
	Deduct 3" - 4 Way Primary Conduit Tax	-19.00	LF	1.22	-23.18
	Add 4" - 2 Way Primary Conduit L&E	741.00	LF	7.00	5,187.00
	Add 4" - 2 Way Primary Conduit Mat'l	741.00	LF	23.11	17,124.51

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9044	Add 4" - 2 Way Primary Conduit Tax	741.00	LF	1.73	1,281.93
9050	Deduct 6" - 2 Way Primary Conduit L&E	-1,528.00	LF	11.80	-18,030.40
9052	Deduct 6" - 2 Way Primary Conduit Mat'l	-1,528.00	LF	24.20	-36,977.60
9054	Deduct 6" - 2 Way Primary Conduit Tax	-1,528.00	LF	1.82	-2,780.96
9080	Add 6"- 4 Way Primary Conduit L&E		LF LF LF	48.46 77.63 5.82	45,843.16 73,437.98 5,505.72
9082	Add 6"- 4 Way Primary Conduit Mat'l				
9084	Add 6"- 4 Way Primary Conduit Tax	946.00			
9100	Add 6"- 6 Way Primary Conduit L&E	431.00	LF	48.43	20,873.33
9102	Add 6"- 6 Way Primary Conduit Mat'l	431.00	LF	116.40	50,168.40
9104	Add 6"- 6 Way Primary Conduit Tax	431.00	LF	8.73	3,762.63
9120	Add 6"- 8 Way Primary Conduit L&E	677.00	LF	61.60	41,703.20
9122	Add 6"- 8 Way Primary Conduit Mat'l	677.00	LF	155.20	105,070.40
9124	Add 6"- 8 Way Primary Conduit Tax	677.00	LF	11.64	7,880.28
9140	Deduct Manhole 6 X 15 L&E	-4.00	EA	24,500.00	-98,000.00
9142	Deduct Manhole 6 X 15 Mat'l	-4.00	EA	11,900.00	-47,600.00
9144	Deduct Manhole 6 X 15 Tax	-4.00	EA	892.00	-3,568.00
9160	Add Manhole 10 X 16 L&E	8.00	EA	34,208.25	273,666.00
9162	Add Manhole 10 X 16 Mat'l	8.00	EA	13,693.00	109,544.00
9164	Add Manhole 10 X 16 Tax	8.00	EA	1,026.98	8,215.84
9180	Deduct Pullbox 5 X 7 L&E	-1.00	EA	7,000.00	-7,000.00
9182	Deduct Pullbox 5 X 7 Mat'l	-1.00	EA	6,000.00	-6,000.00
9184	Deduct Pullbox 5 X 7 Tax	-1.00	EA	450.00	-450.00
9190	Add Street Light Junction Boxes	33.00	EA	534.13	17,626.29
9195	Add Street Light Secondary Boxes	4.00	EA	534.13	2,136.52
9200	Add Miscellaneous Fittings	1.00	LS	10,312.19	10,312.19
	OUC ELECTRIC CONDUIT TOTAL				575,289.16
	POITRAS EAST PHASE 1C PLAN CHANGES TOTAL				847,663.64
	***POITRAS EAST SEGMENT F				
	PLAN CHANGES***				
	** PRELIMINARIES **				
11030	Performance & Payment Bond (115% of all constructi	1.00	LS	2,492.58	2,492.58
11040	Construction Stakeout	1.00	LS	10,080.51	10,080.51
11050	Geotechnical Testing (Contractor pre-test, utility	1.00	LS	5,273.01	5,273.01
11060	Add Survey and City ESM Compliant As-Builts	1.00	LS	2,280.76	2,280.76
	PRELIMINARIES TOTAL				20,126.86
	***SITE PREPARATION/EARTHWORK				
	SITE PREPARATION /EARTHWORK TOTAL				
	** STORM DRAINAGE **				
13040	Add Manhole Type 8 L&E	2.00	EA	5,082.00	10,164.00
	Add Manhole Type 8 Mat'l	2.00	EA	1,100.00	2,200.00
	Add Manhole Type 8 Tax	2.00	EA	8.25	16.50
13044					•
	Add 15" RCP III (C-76) 0'-6' Deep L&E	92.00	LF	32.94	3,030.48

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
13064	Add 15" RCP III (C-76) 0'-6' Deep Tax	92.00	LF	2.12	195.04
13100	Testing per City's Requirements	1.00	LS	2,523.49	2,523.49
	*** Storm Drainage Subtotal				19,440.51
	WATER DISTRIBUTION				
14020	Add 2" Service (OUC POS) L&E	1.00	EA	2,783.47	2,783.47
14022	Add 2" Service (OUC POS) Mat'l	1.00	EA	1,802.51	1,802.51
14024	Add 2" Service (OUC POS) Tax	1.00	EA	225.19	225.19
14040	Add 1" Service L&E	5.00	EA	2,271.02	11,355.10
14042	Add 1" Service Mat'l	5.00	EA	680.99	3,404.95
14044	Add 1" Service Tax	5.00	EA	45.72	228.60
	WATER DISTRIBUTION TOTAL				19,799.82
	WASTEWATER				
15020	Add Single Sanitary Service (On Proposed 8") L&E	2.00	EA	3,556.89	7,113.78
15022	Add Single Sanitary Service (On Proposed 8") Mat'l	2.00	EA	1,035.86	2,071.72
15024	Add Single Sanitary Service (On Proposed 8") Tax	2.00	EA	126.18	252.36
15040	Add Single Sanitary Service (On Existing 8") L&E	3.00	EA	3,660.82	10,982.46
	Add Single Sanitary Service (On Existing 8") Mat'l	3.00	EA	1,226.10	3,678.30
	Add Single Sanitary Service (On Existing 8") Tax	3.00	EA	128.75	386.25
15060	Dewater Existing Sanitary	1.00	LS	9,307.07	9,307.07
15100	Retest Existing Sanitary Sewer	1.00	LS	1,927.78	1,927.78
	WASTEWATER TOTAL				35,719.72
	RECLAIM				
16020	Add 2" Reclaim Sevice L&E	1.00	EA	2,500.00	2,500.00
16022	Add 2" Reclaim Sevice Mat'l	1.00	EA	1,667.00	1,667.00
16024	Add 2" Reclaim Sevice Tax	1.00	EA	165.43	165.43
	RECLAIM TOTAL				4,332.43
	** PAVING **				
17010	Deduct 1.25" Asphalt FC 9.5	-488.00	SY	9.45	-4,611.60
17020	Deduct 2.5" Asphalt SP 12.5	-488.00	SY	15.00	-7,320.00
17040	Deduct 12" Crushed Concrete Base	-488.00	SY	24.61	-12,009.68
17050	Deduct 12" Stabilized Subgrade	-488.00	SY	7.86	-3,835.68
17100	Add 3' Valley Gutter	51.00	LF	63.44	3,235.44
	Add 15' FAC/ADA Compliant Handicap Ramp	2.00	EA	3,844.83	7,689.66
	Add Pavement Markings	1.00	LS	2,278.94	2,278.94
	Add Street Signs	1.00	LS	2,284.87	2,284.87
17340	Add Regulatory Signs	1.00	LS	2,848.67	2,848.67
	PAVING TOTAL				-9,439.38
	OUC ELECTRICAL CONDUIT				
	Deduct 6" - 2 Way Primary Conduit L&E	-1,254.00	LF	11.30	-14,170.20
	Deduct 6" - 2 Way Primary Conduit Mat'l	-1,254.00	LF	24.20	-30,346.80
	Deduct 6" - 2 Way Primary Conduit Tax	-1,254.00	LF	1.82	-2,282.28
	Add 6"- 8 Way Primary Conduit L&E	1,050.00	LF	100.36	105,378.00
	Add 6"- 8 Way Primary Conduit Mat'l	1,050.00	LF	159.54	167,517.00
18044		1,050.00	LF	11.97	12,568.50
	Add 6"- 4 Way Primary Conduit L&E	258.00	LF	48.46	12,502.68
18062	Add 6"- 4 Way Primary Conduit Mat'l	258.00	LF	78.98	20,376.84

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
18064	Add 6"- 4 Way Primary Conduit Tax	258.00	LF	5.92	1,527.36
18080	Add 6"- 6 Way Primary Conduit L&E	93.00	LF	81.24	7,555.32
18082	Add 6"- 6 Way Primary Conduit Mat'l	93.00	LF	116.96	10,877.28
18084	Add 6"- 6 Way Primary Conduit Tax	93.00	LF	8.77	815.61
18100	Add 4 O/T Ground L&E	1,864.00	LF	9.97	18,584.08
18102	Add 4 O/T Ground Mat'l	1,864.00	LF	3.50	6,524.00
18104	Add 4 O/T Ground Tax	1,864.00	LF	0.26	484.64
18120	Add Street Light Junction Boxes	31.00	EA	534.13	16,558.03
18140	Add Street Light Secondary Boxes	4.00	EA	534.13	2,136.52
18160	Add Miscellaneous Fittings	1.00	LS	10,682.51	10,682.51
18180	Add 6' X 15' Manhole L&E	3.00	EA	19,303.54	57,910.62
18182	Add 6' X 15' Manhole Mat'l	3.00	EA	11,915.33	35,745.99
18184	Add 6' X 15' Manhole Tax	3.00	EA	893.65	2,680.95
18200	Deduct Pull Box	-1.00	EA	13,000.00	-13,000.00
	OUC ELECTRICAL CONDUIT TOTAL				430,626.65
	SEGMENT F PLAN CHANGES TOTAL				520,606.61

GRAND TOTAL

\$1,368,270.25

NOTES:

1.) Proposal is based on all dewatering being discharged offsite.

GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY

Phase 1C changes are based on plans dated 11/19/2019 with revisions dated 1/28/2022 and 4/6/2022, and OUC LOR dated 2/10/2022

Segment F changes are based on plans dated 4/24/2020 with revisions dated 1/19/2022 and OUC LOR dated 3/25/2022

Change Order ODP Materials are included for electrical scopes only (conduit from world electric and vaults from Lindsey Precast) and will be deducted from bid line items included in this proposal for Segment C and F electrical work

Contract Time request for additional work : 90 Days

Resolution 2022-04, Approving an Annual Meeting Schedule for Fiscal Year 2023

RESOLUTION 2022-04

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

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

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

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

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

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

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

Adopted this 16th day of August, 2022.

ATTEST:

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman

EXHIBIT A

Poitras East Community Development District Fiscal Year 2022-2023

The Board of Supervisors of the Poitras East Community Development District will hold its meetings for the Fiscal Year 2023 at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, Florida 32827 at 4:00 p.m. on the third Tuesday of each month unless otherwise noted below.

October 18, 2022 November 15, 2022 December 13, 2022 January 17, 2023 February 21, 2023 March 21, 2023 April 18, 2023 June 20, 2023 July 18, 2023 August 15, 2023 September 19, 2023

Construction Committee of the Boggy Creek, Greeneway, Midtown & Myrtle Creek Improvement Districts and the Poitras East Community Development District Fiscal Year 2022-2023

The Construction Committee of the Boggy Creek, Greeneway, Midtown and Myrtle Creek Improvement Districts and the Poitras East Community Development District will be meeting for the Fiscal Year 2023 in the office of Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789 at 3:30 p.m. every other week as follows:

October 6 & 20, 2022 November 3 & 17, 2022 December 1, 15 & 29, 2022 January 12 & 26, 2023 February 9 & 23, 2023 March 9 & 23, 2023 April 6 & 20, 2023 May 4 & 18, 2023 June 1, 15 & 29, 2023 July 13 & 27, 2023 August 10 & 24, 2023 September 7 & 21, 2023

Fiscal Year 2022 Audit Engagement Letter with Grau



951 Yamato Road • Suite 280 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

July 28, 2022

To Board of Supervisors Poitras East Community Development District 3501 Quadrangle Blvd., Ste. 270 Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Poitras East Community Development District, Orange County, Florida ("the District") for the fiscal year ended September 30, 2022, with the option of four (4) additional oneyear renewals. We will audit the financial statements of the governmental activities and each major fund (general. debt service, capital projects, and special revenue funds), including the related notes to the financial statements, which collectively comprise the basic financial statements of Poitras East Community Development District as of and for the fiscal year ended September 30, 2022, with the option of four (4) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. The District will provide a statement describing corrective actions to be taken in response to each of our recommendations included in the audit report, if any, and relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

The auditor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, the auditor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the auditor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PFM GROUP CONSULTING, LLC., 3501 QUADRANGLE BLVD., STE. 270, ORLANDO, FL 32817, 407-723-5900.

This agreement provides for a contract period of one (1) year with the option of one (1) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$5,000 for the September 30, 2022. The fees for the fiscal years, 2023, 2024, 2025 and 2026 will not exceed \$5,100, \$5,200, \$5,300 and \$5,400, respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis. We acknowledge that the District must submit its annual Audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year. Accordingly, we will deliver a draft audit to the District no later than May 1, 2023. All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2022 must be provided to us no later than March 15, 2023, in order for us to deliver a draft audit to the District no later than May 1, 2023. If the draft is timely reviewed by management, the final audit will be provided no later than June 1, 2023.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Poitras East Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter, with any addendum if applicable, constitutes the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties.

Very truly yours,

Grau & Associates

an La

Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Poitras East Community Development District.

Ву:			
Title:			
muo.			

Date: _____







Peer Review Program

AICPA Peer Review Program Administered in Florida by the Florida Institute of CPAs

February 20, 2020

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely, FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee paul@ficpa.org 800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

3800 Esplanade Way, Suite 210 | Tallahassee, FL 32311| 800.342.3197, in Florida | 850.224.2727 | Fax: 850.222.8190 | www.ficpa.org

Interlocal Agreement (provided under separate cover)

Poitras East Community Development District

OUC Agreement for Poitras Pearson Ave Ph. 1 & 2



LIGHTING INSTALLATION, <u>UPGRADE AND SERVICE AGREEMENT</u> Poitras Pearson Ave Ph. 1 & 2

THIS LIGHTING INSTALLATION, UPGRADE AND SERVICE AGREEMENT ("Agreement") is made effective as of this ______ day of ______, 2022, 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, an independent special district, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes, 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 <u>Schedule 1</u> 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 pubic 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: POITRAS)** 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 <u>Schedule 2</u> attached hereto and incorporated herein by this reference (the **"Lighting Plan"**).

2.4. 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.

The Customer shall grant OUC, or shall cause the granting of, all easements or 3.2. 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 <u>Schedule 2</u> 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 <u>Schedule 3</u> in accordance with Section 4 below. The parties agree that the Upgrade Costs as set forth in <u>Schedule 3</u> 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 <u>Schedule 3</u> 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.

The parties agree that the Customer shall be responsible for the payment of any 4.3. 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, 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.

The "Effective Date" of this Agreement shall be the date on which the last of 5.12. 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 complement 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 complement 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:	POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
Namo:	a local unit of special-purpose
Name:	government
	Federal ID# 36-4910399
Name:	By:
	Name:
	Title:

Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificates are sufficient for an acknowledgment in a representative capacity:

 STATE OF ______)

 COUNTY OF ______)

The for	egoing instru	ment wa	s acknowledged	before me	by mean	ns of [] physi	ical prese	ence or []
online	notarization	this	day	of				_, 20_	, by
		(na	ame of person)	as			(typ	pe of au	thority, e.g.
officer,	trustee, attorn	ey in fac	t) and who ackne	owledge tha	t she/he	executed	l the for	egoing in	strument on
behalf c	of			(name	of party	on beh	alf of w	hom inst	trument was
execute	d). She/h	e is	personally	known	to	me	or	had	produced
				as identif	ication.				

(Notary Seal)

Notary Public	
Print Name:	
My Commission Evaluate	

My Commission Expires:

Signed, sealed and delivered in the presence of:

ORLANDO UTILITIES COMMISSION

Name:_____

Name:_____

FOR THE USE AND RELIANCE OF OUC ONLY: APPROVED AS TO FORM AND LEGALITY By: Clint Bullock General Manager & CEO

Attest:_____

Title:_____

Name:_____

Attorney for OUC

Date:_____

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ______ day of ______, 20____, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a Florida statutory commission, on behalf said Commission. He is personally known to me or has produced ______ as identification.

(Notarial Seal)

Notary Public, State of Florida Print Name:

SCHEDULE 1 THE PROPERTY

LAUREATE PARK PARCEL N-3 PEARSON AVENUE PHASE 1 Property Record ID # 31-24-31-4849-18-000, LAUREATE PARK PARCEL N-3 PEARSON AVENUE PHASE 1 107/46 TRACT R (PUBLIC RIGHT-OF-WAY)

LAUREATE PARK PARCEL N-3 PEARSON AVENUE PHASE 2 PLATT BOOK 108, Page 53-55, Commence at the Southwest corner of said Section 31; thence S89"55'11"E along the South line of the Southwest 1/4 of said Section 31, for a distance of 1153.99 feet; thence departing said South line run N00'04'49"E, 44.63 feet to the Northerly right-of-way line of Boggy Creek Road, as described in Deed Book 803, Page 550, of the Public Records of Orange County, Florida, the POINT OF BEGINNING and a non-tangent curve concave Northwesterly having a radius of 25.00 feet and a chord bearing of N44"56'29"E; thence departing said Northerly right-of-way line run Northeasterly along the arc of said curve through a central angle of 90"00'00" for a distance of 39.27 feet to the point of tangency; thence N00"03'31"W, 144.21 feet to the point of curvature of a curve concave Easterly having a radius of 737.00 feet and a chord bearing of N21"12'15"E; thence Northerly along the arc of said curve through a central angle of 42"31'32" for a distance of 547.01 feet to the point of tangency; thence N42"28'01"E, 138.67 feet to the point of curvature of a curve concave Northwesterly having a radius of 298.00 feet and a chord bearing of N28'42'24"E; thence Northeasterly along the arc of said curve through a central angle of 27'31'13" for a distance of 143.13 feet to the point of tangency; thence N14"56'48"E, 345.53 feet to the point of curvature of a curve concave Southeasterly having a radius of 372.00 feet and o chord bearing of N26'06'05"E; thence Northeasterly along the arc of said curve through a central angle of 22"18'34" for a distance of 144.85 feet to the point of tangency; thence N3T15'22"E, 73.33 feet; thence S52"44'38"E, 72.00 feet; thence S3T15'22"W,73.33 feet to the point of curvature of a curve concave Southeasterly having a radius of 300.00 feet and a chord bearing of S26"06'05"W; thence Southwesterly along the arc of said curve through a central angle of 22'18'34" for a distance of 116.81 feet to the point of tangency; thence S14"56' 48"W, 345.53 feet to the point of curvature of a curve concave Northwesterly having a radius of 370.00 feet and a chord bearing of S28"42'24"W; thence Southwesterly along the arc of said curve through a central angle of 27'31'13" for o distance of 177.72 feet to the point of tangency; thence S42"28'01"W, 138.67 feet to the point of curvature of a curve concave Southeasterly having a radius of 665.00 feet and a chord bearing of S29"34'02"W; thence Southwesterly along the arc of said curve through a central angle of 25'47'58" for a distance of 299.44 feet to the point of compound curvature of a curve concave Easterly having a radius of 275.00 feet and a chord bearing of S08"18'16"W; thence Southerly along the arc of said curve through a central angle of 15.43'33" for a distance of 80.28 feet to the point of tangency; thence S00'03'31"E, 251.45 feet to the point of curvature of a curve concave Northeasterly having a radius of 30.00 feet and a chord bearing of S45"03'31"E; thence Southeasterly along the arc of said curve through a central angle of 90"00'00" for a distance of 47.12 feet to the aforesaid Northerly right-of-way line of Boggy Creek Road and the point of cusp; thence S89'56'29"W along said Northerly right-of-way line, 143.50 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, NAO 83 Datum (2011 adjustment) and all distances are grid dimensions.

(See attached lighting layout)



	OUCRONCERER 2 70603 OUCRONCERER 2 7060 OUCRONCER 2 7060 OUCRONCER OUCRONCER 2 7060 OUCRONCER OUCRON
Schedule Symbol Label Quantity Wanufacturer Catalog Number Description Lamens Light Lass Per Lamp Wattage Image: Ima	00.Convenient Lighting UCOATION PEARSON AVE. OR.NADO. IT. 282877 00.Convenient Lighting Indexerro.use see Leadeno JOB TYPE. LCONTRACT 0.U.C. LCONTROL SEE LEADEN JOB TYPE. LCONTRACT 0.U.C. PARLMETCU. SEE LEADEN JOB TYPE. LCONTRACT 0.01 TYPE. PARLMETCU. SEE LEADEN JON REVES 0.02 TYPE. PARLMETCU. SEE LEADEN SOUTE SOUTE 0.03 Preshing Ave. JURSECTIVE. OF LOONTE SOUTE SOUTE SOUTE 0.01 TYPE. JURSECTIVE. OF LOONTE OF SOUTE S

SCHEDULE 2

CURRENT PHASE LIGHTING PLAN

(33) 20' bronze alum poles [03627508]

(18) 65w bronze GE post top type 3 fixtures [03623120]

(15) 65w bronze GE post top type 5 fixtures [03623132]

Customer installs conduit with pull string and junction boxes per OUC specifications

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 \$ 1,158.60. 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.

Poitras East Community Development District

Promissory Note for Pearson Avenue Phase 1 Wastewater Acquisition

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT PROMISSORY NOTE (PARCEL N-3 STREET A AND LS-C WASTEWATER)

Owner:TDCP, LLCPrincipal Amount:\$656,466.18

Date: July 5, 2022

Interest Rate: 0.00%

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the "**District**"), for value received, hereby promises to pay to the Owner set forth above, or its successors or assigns, the principal and interest as shown above, in a single installment, or multiple installments as may be designated by the Owner, which will be due and payable when and if the District, in its sole discretion, issues a future series of bonds or other indebtedness (the "**Pledged Revenues**") the proceeds of which are legally available for the payment of such principal and interest under the terms of the indenture, loan agreement and other agreements applicable to the District's receipt of such Pledged Revenues; provided however, that such payment is contingent upon a determination by the District's bond counsel that the acquisition is properly compensable from the proceeds of the Pledged Revenues. This Note is given to finance the purchase price for certain real property as more particularly described in the *Acquisition and Advanced Funding Agreement* dated September 10, 2020, by and between the District and TDCP, LLC, and pursuant to section 6 of such agreement. The District is under no obligation to ensure the availability of such Pledged Revenues at any time and the Owner shall have no right to compel the District to pay such principal or interest from any other source of funds.

This Note is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, *Florida Statutes*. This Note is issued with the intent that the laws of the State of Florida shall govern its construction.

This Note shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida. This Note may be assigned by Owner without the consent of the District or any party.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Note have happened, exist and have been performed as so required.

In the event a condition of default occurs under this Note, then in such event, this Note and all sums due hereunder shall thereafter without any further notice or action by the Owner bear interest at the highest lawful rate of interest per annum permitted under the laws of the State of Florida from the date of such default. Notwithstanding any term, condition, obligation or provision herein to the contrary, it is the express intent of the Owner that no interest, consideration or charge in excess of that permitted in the State of Florida may be accrued, charged or taken or become payable hereunder. In the event it is hereafter determined that the Owner has taken, charged or reserved interest in excess of that permitted under Florida law, whether due to prepayment, acceleration or otherwise, such excess shall be refunded to the District or credited against the sums due the Owner hereunder.

The District hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor, and expressly agrees jointly and severally to remain and continue bound for the payment of the principal and interest provided for by the terms of this Note, notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid under or by virtue of the obligation to pay provided for in the Note, or any change or changes by way of release or surrender or substitution of any real property and collateral or either, held as security for this Note, and the District waives all and every kind of notice of such extension or extensions change or changes, and agrees that the same may be made without the joinder of the District.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE DISTRICT, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST ON THIS NOTE.

IN WITNESS WHEREOF, the Poitras East Community Development District has caused this Note to bear the signature of its Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT Attest:

By:

Print Name: <u>Richard Levey</u>

Title: Chair of the Board of Supervisors

Bv: Print

Title: Secretary/Assistant Secretary

Poitras East Community Development District

Partial Releases of Property from Imposition of Special Assessments

DOC # 20220491126 08/11/2022 09:54 AM Page 1 of 2 Rec Fee: \$18.50 Deed Doc Tax: \$0.00 Mortgage Doc Tax: \$0.00 Intangible Tax: \$0.00 Phil Diamond, Comptroller Orange County, FL Ret To: CSC INC

This Instrument Prepared by and Return to:

Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301

Parcel Identification No.: 31-24-31-4849-12-001

PARTIAL RELEASE OF PROPERTY FROM IMPOSITION OF SPECIAL ASSESSMENTS

WHEREAS, on August 31, 2020, the Poitras East Community Development District (the "District") filed a Notice of Imposition of Special Assessments (the "Notice"), Instrument No. 20200456279, Public Records of Orange County, Florida, which imposed special assessments on certain real property described therein (the "Land").

WHEREAS, the District desires to release a portion of the Land more particularly described as TRACT LS-1, LAUREATE PARK PARCEL N-3 PEARSON AVENUE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGES 46 THROUGH 49, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (the "Released Land") from all obligation of paying any assessment as set forth in the Notice as well as from any other obligations under the Notice as such Released Land will be owned by Orange County, Florida, and used for a governmental purpose.

NOW, THEREFORE, the District does hereby release and discharge from the Notice, encumbrance, and operation of the Notice, the Released Land.

By virtue of the District's execution of this Partial Release of Property from Imposition of Special Assessments, the Released Land shall be forever, freed, exonerated, and discharged from the Notice, encumbrance, and operation of the Notice, provided always, nevertheless, that nothing herein contained shall in anywise impair, alter, or diminish the effect, encumbrance, or operation of the Notice on the remaining part of the Land not hereby released therefrom.

[SIGNATURE AND ACKNOWLEDGMENT ON NEXT PAGE]

IN WITNESS WHEREOF, the District has caused this Partial Release of Property from Imposition of Special Assessments to be executed this 10th day of August, 2022.

Signed, sealed and delivered in the presence of:

Print Name:

Hasenbank Donald

Relly a. Milaree Print Name: Kelley Milaree

Poitras East Community Development District

By: Name: SECRETARY Title:

STATE OF FLORIDA) COUNTY OF OR PROCE)

The foregoing instrument was acknowledged before me by means of [v] physical presence or [] online notarization on this 10th day of <u>August</u>, 2022, by <u>Confer L. Walde</u>, as <u>Secretary</u> of the Poitras East Community Development District. He/She (check appropriate box) [V] is personally known to me or [___] has produced his/her State of driver's license as identification.

JANE GAARLANDT MY COMMISSION #GG283112 EXPIRES: DEC 14, 2022 Bonded through 1st State Insurance

) SADE GADILANIST

ame: Title: Notary Public My Commission Expires:

(NOTARY SEAL OR STAMP)

DOC # 20220491127 08/11/2022 09:54 AM Page 1 of 2 Rec Fee: \$18.50 Deed Doc Tax: \$0.00 Mortgage Doc Tax: \$0.00 Intangible Tax: \$0.00 Phil Diamond, Comptroller Orange County, FL Ret To: CSC INC

This Instrument Prepared by and Return to:

Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301

Parcel Identification No.: 31-24-31-7793-12-001

PARTIAL RELEASE OF PROPERTY FROM IMPOSITION OF SPECIAL ASSESSMENTS

WHEREAS, on August 31, 2020, the Poitras East Community Development District (the "District") filed a Notice of Imposition of Special Assessments (the "Notice"), Instrument No. 20200456279, Public Records of Orange County, Florida, which imposed special assessments on certain real property described therein (the "Land").

WHEREAS, the District desires to release a portion of the Land more particularly described as TRACT LS-1, POITRAS EAST N-7, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 106, PAGES 148 THROUGH 175, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (the "Released Land") from all obligation of paying any assessment as set forth in the Notice as well as from any other obligations under the Notice as such Released Land will be owned by Orange County, Florida, and used for a governmental purpose.

NOW, THEREFORE, the District does hereby release and discharge from the Notice, encumbrance, and operation of the Notice, the Released Land.

By virtue of the District's execution of this Partial Release of Property from Imposition of Special Assessments, the Released Land shall be forever, freed, exonerated, and discharged from the Notice, encumbrance, and operation of the Notice, provided always, nevertheless, that nothing herein contained shall in anywise impair, alter, or diminish the effect, encumbrance, or operation of the Notice on the remaining part of the Land not hereby released therefrom.

[SIGNATURE AND ACKNOWLEDGMENT ON NEXT PAGE]

IN WITNESS WHEREOF, the District has caused this Partial Release of Property from Imposition of Special Assessments to be executed this 107^* day of _______, 2022.

Signed, sealed and delivered in the presence of:

)onald Hasenbank Print Name:

Rolley a. Mulance Print Names Kelley Milavec

Poitras East Community Development District

By: Name Title: SECRETARY

STATE OF <u>FLORIDA</u>) COUNTY OF <u>DEMIGE</u>)

The foregoing instrument was acknowledged before me by means of [/] physical presence or [] online notarization on this 10th day of ______, 2022, by ______, 2022, by ______, was development District. He/She as _______ of the Poitras East Community Development District. He/She (check appropriate box) [V] is personally known to me or [___] has produced his/her State of _______ driver's license as identification.



(NOTARY SEAL OR STAMP)

Name: JANE CAARLANDT

Title: Notary Public My Commission Expires: _____

Poitras East Community Development District

42nd Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc.

DOC # 20220493830 08/12/2022 09:17 AM Page 1 of 7 Rec Fee: \$61.00 Deed Doc Tax: \$0.00 Mortgage Doc Tax: \$0.00 Intangible Tax: \$0.00 Phil Diamond, Comptroller Orange County, FL Ret To: SIMPLIFILE LC

Prepared By and Return To:

Sara W. Bernard, Esq. Holland & Knight LLP 200 S. Orange Avenue, Suite 2600 Orlando, Florida 32801

FORTY-SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAUREATE PARK MASTER ASSOCIATION, INC.

THIS FORTY-SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAUREATE PARK MASTER ASSOCIATION, INC. (the "Forty-Second Amendment") is made effective as of the <u>10th</u> day of <u>August</u>, 2022 (the "Effective Date") by LAKE NONA LAUREATE PARK, LLC, a Florida limited liability company, with a mailing address of 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (the "Declarant"), as joined in and consented to by POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, with a mailing address of c/o Kutak Rock, LLP, PO Box 10230, Tallahassee, Florida 32302 (the "CDD").

WITNESSETH:

WHEREAS, the Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. was recorded June 24, 2011 in Official Records Book 10231, Page 7500, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded January 24, 2012 in Official Records Book 10322, Page 2438, as further amended by that certain Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded February 8, 2012 in Official Records Book 10329, Page 6391, as further amended by that certain Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded March 23, 2012 in Official Records Book 10351, Page 3994, as further amended by that certain Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded May 14, 2012 in Official Records Book 10376, Page 2401, as further amended by that certain Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded July 27, 2012 in Official Records Book 10416, Page 5412, as re-recorded August 10, 2012 in Official Records Book 10424, Page 4646, as further amended by that certain Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded October 12, 2012 in Official Records Book 10457, Page 2669, as further amended by that certain Seventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded February 5, 2013 in Official Records Book 10516, Page 6233, as further amended by that certain Eighth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded February 5, 2013 in Official Records Book 10516, Page 6243, as further amended by that certain Ninth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded February 22, 2013 in Official Records Book 10526, Page 6555, as further amended by that certain Tenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded March 7, 2013 in Official Records Book 10533, Page 6217, as further amended by that certain Eleventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded April 25, 2013 in Official Records Book 10560, Page 1356, as further amended by that certain Twelfth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded June 18, 2013 in Official Records Book 10587, Page 3122, as further amended by that certain Thirteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded June 25, 2013 in Official Records Book 10590, Page 6844, as further amended by that certain Fourteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded May 21, 2014 in Official Records Book 10747, Page 7247, as further amended by that certain Fifteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded September 17, 2014 in Official Records Book 10806, Page 2499, as further amended by that certain Sixteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded January 16, 2015 in Official Records Book 10863, Page 116, as further amended by that certain Seventeenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded January 16, 2015 in Official Records Book 10863, Page 123, as further amended by that certain Eighteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded March 17, 2015 in Official Records Book 10890, Page 4594, as further amended by that certain Nineteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded April 6, 2015 in Official Records Book 10899, Page 4464, as further amended by that certain Twentieth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded June 30, 2015 in Official Records Book 10944, Page 4015, as further amended by that certain Twenty-First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded August 25, 2015 in Official Records Book 10972, Page 8664, as further amended by that certain Twenty-Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded March 24, 2016 under Document Number 20160150505, as further amended by that certain Twenty-Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded May 6, 2016 under Document Number 20160231969, as further amended by that certain Twenty-Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded June 7, 2016 under Document Number 20160292862, as further amended by that certain Twenty-Fifth

Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded December 29, 2016 under Document Number 20160673047, as further amended by that certain Twenty-Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded February 3, 2017 under Document Number 20170067116, as further amended by that certain Twenty-Seventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded April 3, 2017 under Document Number 20170178913, as further amended by that certain Twenty-Eighth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded April 11, 2017 under Document Number 20170196806, as further amended by that certain Twenty-Ninth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded September 15, 2017 under Document Number 20170508687, as further amended by that certain Thirtieth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded March 27, 2018 under Document Number 20180179430, as further amended by that certain Thirty-First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded August 20, 2018 under Document Number 20180495409, as further amended by that certain Thirty-Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded March 12, 2019 under Document Number 20190148734, as further amended by that certain Thirty-Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded August 13, 2019 under Document Number 20190502227, as further amended by that certain Corrective Thirty-Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded September 13, 2019 under Document Number 20190569964, as further amended by that certain Thirty-Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded December 17, 2019 under Document Number 20190787146, as further amended by that certain Thirty-Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded August 14, 2020 under Document Number 20200429980, as further amended by that certain Thirty-Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. June 1, 2021 under Document Number 20210325119, as further amended by that certain Thirty-Seventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded July 22, 2021 under Document Number 20210442148, as further amended by that certain Thirty-Eighth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded September 24, 2021 under Document Number 20210583150, as further amended by that certain Thirty-Ninth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded October 8, 2021 under Document Number 20210616405, as further amended by that certain Fortieth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc. recorded May 16, 2022 under Document Number 20220312360, all in the Public Records of Orange County, Florida, and as further amended by that certain Forty-First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Laureate Park Master Association, Inc., recorded May 17, 2022 under Document Number 20220313183 (collectively, the "Master Declaration"); and

WHEREAS, pursuant to Section 2.3 of the Master Declaration, the Declarant, in its sole and absolute discretion, shall have the right, but not the obligation to remove or to cause to be removed, other real property included in the Property; and

WHEREAS, the CDD is the owner of that certain real property being more particularly described in <u>Schedule "A"</u> attached hereto and made a part hereof (the "**Release Property**"); and

WHEREAS, the CDD has requested and the Declarant has agreed to release the Release Property from all rights and obligations under the Master Declaration; and

WHEREAS, any capitalized term not otherwise defined herein shall have the meaning ascribed to it under the Master Declaration.

NOW, **THEREFORE**, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby amends the Master Declaration, and the CDD consents to such amendment, as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Property**. Declarant hereby withdraws the Release Property from the operation and effect of the Master Declaration. From and after the Effective Date, the Master Declaration shall be of no further force or effect with respect to the Release Property.

3. Effect on Master Declaration. Except as specifically amended herein, the Master Declaration shall in all other respects remain in full force and effect. In the event of any conflict or ambiguity between the Master Declaration and this Forty-Second Amendment, this Forty-Second Amendment shall control.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Declarant and CDD have executed this Forty-Second Amendment effective as of the Effective Date.

"DECLARANT"

Signed, sealed and delivered in the presence of:

Name:

LAKE NONA LAUREATE PARK, LLC, a Florida limited liability company

By: Cajamin A - Weaver

STATE OF FLORIDA CITY OF ORANGE

The foregoing instrument was acknowledged before me by means of [X physical presence or [] online notarization this <u>free</u> day of <u>free us</u>, 2022, by <u>benevice</u> A. Weaver as Vice President of LAKE NONA LAUREATE PARK, LLC, a Florida limited liability company, on behalf of the company. <u>He is personally known to me or has produced</u> as identification.

Robyn Noren NOTARY PUBLIC TATE OF FLORIDA Comm# GG291226 Expires 4/5/2023

(Signature of Notary Public)

(Typed name of Notary Public) Notary Public, State of Florida Commission No.:_____ My Commission Expires:_____ Signed, sealed and delivered in the presence of:

"CDD"

POITRAS EAST COMMUNITY **DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

Print Name: Jonald Hasenburk

Print Name: Kelley Milavec

Bv Title

STATE OF FLORIDA)) ss: **COUNTY OF ORANGE**)

The foregoing instrument was acknowledged before me by means of [V] physical presence or [] online notarization, this 10th day of <u>August</u>, 2022, by Toiland, Wieldon as Secretary of **POITRAS EAST** Jamilar L. Welden as Secretary COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the district, who is personally known to me or has produced as identification (if left blank, then personally known to me).



Gignature of Notary Public)

JANE GAARLANDT

(Typed Name of Notary Public) Notary Public, State of Florida Commission No.: My Commission Expires:

SCHEDULE "A"

RELEASE PROPERTY

(N3 Lift Station)

Tract LS-1, Laureate Park Parcel N-3 Pearson Avenue Phase 1, according to the plat thereof, as recorded in Plat Book 107, Pages 46 through 49, of the Public Records of Orange County, Florida.

Poitras East Community Development District

Resolution 2022-05, Adopting the Fiscal Year 2023 Budget and Appropriating Funds

RESOLUTION 2022-05

THE ANNUAL APPROPRIATION RESOLUTION OF THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2022, submitted to the Board of Supervisors ("**Board**") of the Poitras East Community Development District ("**District**") proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (**"Adopted Budget"**), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Poitras East Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

TOTAL GENERAL FUND	\$
DEBT SERVICE FUND(S)	\$
TOTAL ALL FUNDS	\$

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023, or within 60 days following the end of the Fiscal Year 2022/2023, may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 16TH DAY OF AUGUST 2022.

ATTEST:

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Ву:_____

lts:_____

Exhibit A: Fiscal Year 2022/2023 Budget

EXHIBIT A

Poitras East CDD FY 2023 Proposed O&M Budget

	Actual Through 07/31/2022		Anticipated 08/2022 - 09/2022		Anticipated FY 2022 Total		FY 2022 Adopted Budget		FY 2023 Proposed Budget
Revenues									
On-Roll Assessments	\$	129,440.46	\$	-	\$	129,440.46	\$	361,225.00	\$ 361,225.00
Off-Roll Assessments		235,251.29		-		235,251.29		-	-
Other Income & Other Financing Sources		8,962.00		-		8,962.00		-	-
Carryforward		-		-		-		-	51,500.00
Net Revenues	\$	373,653.75	\$	-	\$	373,653.75	\$	361,225.00	\$ 412,725.00
General & Administrative Expenses									
Supervisor Fees	\$	1,200.00	\$	400.00	\$	1,600.00	\$	4,800.00	\$ 4,800.00
D&O Insurance		2,506.00		-		2,506.00		3,000.00	3,025.00
Trustee Services		5,648.38		-		5,648.38		6,000.00	6,000.00
Management		29,166.70		5,833.30		35,000.00		35,000.00	35,000.00
Engineering		16,018.00		3,203.60		19,221.60		12,000.00	12,000.00
Dissemination Agent		-		5,000.00		5,000.00		5,000.00	5,000.00
Property Appraiser		192.88		-		192.88		-	200.00
District Counsel		16,779.05		8,220.95		25,000.00		25,000.00	30,000.00
Assessment Administration		7,500.00		-		7,500.00		7,500.00	7,500.00
Reamortization Schedules		-		250.00		250.00		250.00	250.00
Audit		3,500.00		2,500.00		6,000.00		6,000.00	6,000.00
Arbitrage Calculation		-		-		-		-	500.00
Travel and Per Diem		97.80		202.20		300.00		300.00	300.00
Telephone		-		50.00		50.00		50.00	50.00
Postage & Shipping		43.12		456.88		500.00		500.00	500.00
Copies		-		1,000.00		1,000.00		1,000.00	1,000.00
Legal Advertising		2,053.68		10,446.32		12,500.00		12,500.00	12,000.00
Bank Fees		_,		180.00		180.00		180.00	180.00
Miscellaneous		201.88		4,263.47		4,465.35		10,120.00	6,515.00
Meeting Room		-		-		-			400.00
Office Supplies		125.00		125.00		250.00		250.00	250.00
Web Site Maintenance		2,200.00		570.00		2,770.00		2,700.00	2,820.00
		2,200.00		5,000.00		5,000.00		5,000.00	1,000.00
Holiday Decorations		175.00		5,000.00					
Dues, Licenses, and Fees Total General & Administrative Expenses	\$	175.00 87,407.49	\$	47,701.72	\$	175.00 135,109.21	\$	175.00 137,325.00	175.00 \$ 135,465.00
Electric Utility Services Electric	\$	1,034.79	\$	3,965.21	\$	5,000.00	\$	5,000.00	\$ 5,000.00
Water-Sewer Combination Services									
Water Reclaimed		9,597.51		1,919.50		11,517.01		10,000.00	30,000.00
Other Physical Environment									
General Insurance		3,064.00		-		3,064.00		3,300.00	3,700.00
Property & Casualty Insurance		-		-		-		2,500.00	8,800.00
Other Insurance		-		-		-		100.00	100.00
Irrigation Repairs		-		10,000.00		10,000.00		10,000.00	15,000.00
Landscaping Maintenance & Material		2,329.00		43,500.00		45,829.00		75,000.00	53,160.00
Tree Trimming		-		5,000.00		5,000.00		5,000.00	500.00
Flower & Plant Replacement		-		10,000.00		10,000.00		10,000.00	7,500.00
Contingency		410.84		21,123.76		21,534.60		30,000.00	28,000.00
Road & Street Facilities									
Entry and Wall Maintenance		-		3,000.00		3,000.00		3,000.00	3,000.00
Hardscape Maintenance		-		5,000.00		5,000.00		5,000.00	5,000.00
Alleyway Maintenance		-		10,000.00		10,000.00		10,000.00	10,000.00
Streetlights		-		15,000.00		15,000.00		15,000.00	25,000.00
Accent Lighting		-		500.00		500.00		500.00	500.00
Liftstation Maintenance		3,882.20		776.44		4,658.64		2,500.00	15,000.00
Parks & Recreation									
Personnel Leasing Agreement		10,000.00		2,000.00		12,000.00		12,000.00	12,000.00
Reserves									
Infrastructure Capital Reserve		-		20,000.00		20,000.00		20,000.00	40,000.00
Alleyway Reserve		-		5,000.00		5,000.00		5,000.00	15,000.00
Total Field Operations Expenses	\$	30,318.34	\$	156,784.91	\$	187,103.25	\$	223,900.00	\$ 277,260.00
Total Expenses	\$	117,725.83	\$	204,486.63	\$	322,212.46	\$	361,225.00	\$ 412,725.00
Other Revenues (Expenses) & Gains (Losses) Interest Income	\$	48.93	\$	9.78	\$	58.71	\$		2
			_				_		\$ - \$ -
Total Other Revenues (Expenses) & Gains (Losses)	\$	48.93	\$	9.78	\$	58.71	\$	-	ۍ د ډ
Net Income (Loss)	\$	255,976.85	\$	(204,476.85)	\$	51,500.00	\$	-	\$ -

Revenues

On-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected via the tax collector are referred to as "On-Roll Assessments."

General & Administrative Expenses

Supervisor Fees

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated for meeting attendance and to receive up to \$200.00 per meeting plus payroll taxes. The amount for the Fiscal Year is based upon all supervisors attending the meetings.

Directors' & Officers' (D&O) Insurance

Supervisors' and Officers' liability insurance.

Trustee Services

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the district trust accounts.

<u>Management</u>

The District receives Management and Administrative services as part of a Management Agreement with PFM Group Consulting, LLC. These services are further outlined in Exhibit "A" of the Management Agreement.

Engineering

The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of invoices, and all other engineering services as requested by the district throughout the year.

Dissemination Agent

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the dissemination agent provides to the trustee and bond holders.

Property Appraiser

The cost incurred for a copy of the annual parcel listing for parcels within the District from the county.

District Counsel

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

Assessment Administration

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector. The District Manager submits an Assessment Roll to the Tax Collector annually by the deadline set by the Tax Collector or Property Appraiser.

Reamortization Schedules

When debt is paid on a bond series, a new amortization schedule must be recalculated. This can occur up to four times per year per bond issue.

<u>Audit</u>

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

Arbitrage Calculation

Annual computations are necessary to calculate arbitrage rebate liability to ensure the District's compliance with all tax regulations.

Travel and Per Diem

Travel to and from meetings as related to the District.

Telephone

Telephone and fax machine services.

Postage & Shipping

Mail, overnight deliveries, correspondence, etc.

Copies

Printing and binding Board agenda packages, letterhead, envelopes, and copies.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to, monthly meetings, special meetings, and public hearings for the District.

Bank Fees

Bank fees associated with the services the District uses with the bank (e.g. remote deposit capture, positive pay, wire transfers, ACH payments, monthly maintenance, etc.).

Miscellaneous

Other general & administrative expenses incurred throughout the year.

Meeting Room

Fee charged for renting a room for the monthly advertised meeting.

Office Supplies

General office supplies associated with the District.

Web Site Maintenance

Website maintenance fee.

Holiday Decorations

District decorations for the holidays.

Dues, Licenses & Fees

The District is required to pay an annual fee to the Department of Economic Opportunity.

Field Operations

Electric Utility Services

Electric

The District pays for electric meters used on District-owned roads.

Water-Sewer Combination Services

Water Reclaimed

Water used for irrigation.

Other Physical Environment

General Insurance

General liability insurance.

Property & Casualty Insurance

Insurance to protect property and cover casualty.

Other Insurance

Insurance to protect the District not otherwise covered under D&O, General, or Property & Casualty.

Irrigation Repairs

Inspection and repair of irrigation system.

Landscaping Maintenance & Material

Contracted landscaping within the boundaries of the District.

Tree Trimming

Trimming of trees on District property.

Flower & Plant Replacement

Purchase of materials and labor to replace flowers and plants within the District.

Contingency

Other Field Operations expenses incurred throughout the year.

Road & Street Facilities

Entry and Wall Maintenance

Maintenance of entrance(s) and walls within the District.

Hardscape Maintenance

Purchase or maintenance of hard, yet "movable," parts of landscape, such gravel, paving, and stones.

Alleyway Maintenance

Maintenance for alleyways within the District.

Streetlights

Streetlighting expenses within the District.

Accent Lighting

Accent lighting expenses within the District.

Liftstation Maintenance

Liftstation expenses within the District.

Parks & Recreation

Personnel Leasing Agreement

The lease of outside personnel per signed agreement.

Reserves

Infrastructure Capital Reserve

Funds reserved for infrastructure capital repairs/maintenance/replacement. These funds are kept in a separate bank account.

Alleyway Reserve

Funds reserved for alleyway repairs. These funds are kept in a separate bank account.

Other Revenue

Interest Income

Income from interest earnings.

Poitras East Community Development District

Resolution 2022-06, Adopting an Assessment Roll for Fiscal Year 2023 and Certifying Special Assessments for Collection

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Poitras East Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes,* for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in the City of Orlando, Orange County, Florida ("County"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("Board") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("Adopted Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"), attached hereto as Exhibit "A;" and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes,* provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2022/2023; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("Assessment Roll") attached to this Resolution as Exhibit "B," and to certify the portion of the Assessment Roll related to certain developed property ("Tax Roll Property") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("Direct Collect Property"), all as set forth in Exhibit "B;" and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits "A" and "B**," and is hereby found to be fair and reasonable.

SECTION 2. Assessment IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**

- B. Direct Bill Assessments. The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in Exhibits "A" and "B." Assessments directly collected by the District are due in full on December 1, 2022; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2022, 25% due no later than February 1, 2023 and 25% due no later than May 1, 2023. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment - including any remaining partial, deferred payments for Fiscal Year 2022/2023, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinguent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special assessments by any particular method e.g., on the tax roll or by direct bill does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 16th day of August 2022.

ATTEST:

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method) Assessment Roll (Direct Collect) EXHIBIT A

Poitras East CDD FY 2023 Proposed O&M Budget

	ual Through)7/31/2022		nticipated 08/2022 - 09/2022	ticipated FY 2022 Total		FY 2022 Adopted Budget	FY 2023 Proposed Budget
Revenues							
On-Roll Assessments	\$ 129,440.46	\$	-	\$ 129,440.46	\$	361,225.00	\$ 361,225.00
Off-Roll Assessments	235,251.29		-	235,251.29		-	-
Other Income & Other Financing Sources	8,962.00		-	8,962.00		-	-
Carryforward	-		-	-		-	51,500.00
Net Revenues	\$ 373,653.75	\$	-	\$ 373,653.75	\$	361,225.00	\$ 412,725.00
General & Administrative Expenses							
Supervisor Fees	\$ 1,200.00	\$	400.00	\$ 1,600.00	\$	4,800.00	\$ 4,800.00
D&O Insurance	2,506.00		-	2,506.00		3,000.00	3,025.00
Trustee Services	5,648.38		-	5,648.38		6,000.00	6,000.00
Management	29,166.70		5,833.30	35,000.00		35,000.00	35,000.00
Engineering	16,018.00		3,203.60	19,221.60		12,000.00	12,000.00
Dissemination Agent	-		5,000.00	5,000.00		5,000.00	5,000.00
Property Appraiser	192.88		-	192.88		-	200.00
District Counsel	16,779.05		8,220.95	25,000.00		25,000.00	30,000.00
Assessment Administration	7,500.00		-	7,500.00		7,500.00	7,500.00
Reamortization Schedules	-		250.00	250.00		250.00	250.00
Audit	3,500.00		2,500.00	6,000.00		6,000.00	6,000.00
Arbitrage Calculation	-		-	-		-	500.00
Travel and Per Diem	97.80		202.20	300.00		300.00	300.00
Telephone	-		50.00	50.00		50.00	50.00
Postage & Shipping	43.12		456.88	500.00		500.00	500.00
Copies	-		1,000.00	1,000.00		1,000.00	1,000.00
Legal Advertising	2,053.68		10,446.32	12,500.00		12,500.00	12,000.00
Bank Fees	_,		180.00	180.00		180.00	180.00
Miscellaneous	201.88		4,263.47	4,465.35		10,120.00	6,515.00
Meeting Room	-		-,200111	-			400.00
Office Supplies	125.00		125.00	250.00		250.00	250.00
Web Site Maintenance	2,200.00		570.00	2,770.00		2,700.00	2,820.00
	2,200.00		5,000.00	5,000.00		5,000.00	1,000.00
Holiday Decorations	175.00		5,000.00				
Dues, Licenses, and Fees Total General & Administrative Expenses	\$ 175.00 87,407.49	\$	47,701.72	\$ 175.00 135,109.21	\$	175.00 137,325.00	175.00 \$ 135,465.00
Electric Utility Services Electric	\$ 1,034.79	\$	3,965.21	\$ 5,000.00	\$	5,000.00	\$ 5,000.00
Water-Sewer Combination Services							
Water Reclaimed	9,597.51		1,919.50	11,517.01		10,000.00	30,000.00
Other Physical Environment							
General Insurance	3,064.00		-	3,064.00		3,300.00	3,700.00
Property & Casualty Insurance	-		-	-		2,500.00	8,800.00
Other Insurance	-		-	-		100.00	100.00
Irrigation Repairs	-		10,000.00	10,000.00		10,000.00	15,000.00
Landscaping Maintenance & Material	2,329.00		43,500.00	45,829.00		75,000.00	53,160.00
Tree Trimming	-		5,000.00	5,000.00		5,000.00	500.00
Flower & Plant Replacement	-		10,000.00	10,000.00		10,000.00	7,500.00
Contingency	410.84		21,123.76	21,534.60		30,000.00	28,000.00
Road & Street Facilities							
Entry and Wall Maintenance	-		3,000.00	3,000.00		3,000.00	3,000.00
Hardscape Maintenance	-		5,000.00	5,000.00		5,000.00	5,000.00
Alleyway Maintenance	-		10,000.00	10,000.00		10,000.00	10,000.00
Streetlights	-		15,000.00	15,000.00		15,000.00	25,000.00
Accent Lighting	-		500.00	500.00		500.00	500.00
Liftstation Maintenance	3,882.20		776.44	4,658.64		2,500.00	15,000.00
Parks & Recreation							
Personnel Leasing Agreement	10,000.00		2,000.00	12,000.00		12,000.00	12,000.00
Reserves							
Infrastructure Capital Reserve	-		20,000.00	20,000.00		20,000.00	40,000.00
Alleyway Reserve	-		5,000.00	5,000.00		5,000.00	15,000.00
Total Field Operations Expenses	\$ 30,318.34	\$	156,784.91	\$ 187,103.25	\$	223,900.00	\$ 277,260.00
Total Expenses	\$ 117,725.83	\$	204,486.63	\$ 322,212.46	\$	361,225.00	\$ 412,725.00
Other Revenues (Expenses) & Gains (Losses) Interest Income	\$ 48.93	\$	9.78	\$ 58.71	\$		2
	 	_		 	_		\$ - \$ -
Total Other Revenues (Expenses) & Gains (Losses)	\$ 48.93	\$	9.78	\$ 58.71	\$	-	ۍ د ډ
Net Income (Loss)	\$ 255,976.85	\$	(204,476.85)	\$ 51,500.00	\$	-	\$ -

EXHIBIT B

Parcel Number	O&M	Parcel Number	0&M
31-24-31-3891-00-930	175.75	31-24-31-4846-01-100	369.91
31-24-31-3891-00-940	175.75	31-24-31-4846-01-520	369.91
31-24-31-3891-00-950	175.75	31-24-31-4846-01-630	369.91
31-24-31-3891-00-960	175.75	31-24-31-4846-01-320	369.91
31-24-31-3891-00-970	175.75	31-24-31-4846-01-300	369.91
31-24-31-3891-00-980	175.75	31-24-31-7793-01-020	315.91
31-24-31-3891-00-990	175.75	31-24-31-7793-00-840	315.91
31-24-31-3891-01-000	175.75	31-24-31-7793-02-010	315.91
31-24-31-3891-01-010	175.75	31-24-31-7793-01-950	315.91
31-24-31-3891-01-020	175.75	31-24-31-7793-00-830	315.91
31-24-31-3891-01-030	175.75	31-24-31-7793-00-940	315.91
31-24-31-3891-01-040	175.75	31-24-31-7793-01-080	315.91
31-24-31-3891-01-050	175.75	31-24-31-7793-01-180	315.91
31-24-31-3891-01-060	175.75	31-24-31-7793-01-720	315.91
31-24-31-3891-01-070	175.75	31-24-31-7793-00-900	315.91
31-24-31-3891-01-080	175.75	31-24-31-7793-00-690	315.91
31-24-31-3891-01-090	292.92	31-24-31-7793-00-870	315.91
31-24-31-3891-01-100	292.92	31-24-31-7793-01-780	315.91
31-24-31-3891-01-110	292.92	31-24-31-7793-00-730	315.91
31-24-31-3891-01-120	292.92	31-24-31-7793-01-820	315.91
31-24-31-3891-01-130	292.92	31-24-31-7793-01-840	315.91
31-24-31-3891-01-140	292.92	31-24-31-7793-01-040	315.91
31-24-31-3891-01-150	292.92	31-24-31-7793-02-040	315.91
31-24-31-3892-01-550	366.14	31-24-31-7793-01-140	315.91
31-24-31-3892-01-560	366.14	31-24-31-7793-01-010	315.91
31-24-31-3892-01-570	366.14	31-24-31-7793-01-800	315.91
31-24-31-3892-01-580	366.14	31-24-31-7793-01-210	315.91
31-24-31-3892-01-590	366.14	31-24-31-7793-01-810	315.91
31-24-31-3892-01-600	366.14	31-24-31-7793-01-510	315.91
31-24-31-3892-01-610	366.14	31-24-31-7793-00-860	315.91
31-24-31-3892-01-620	366.14	31-24-31-7793-02-020	315.91
31-24-31-3892-01-630	366.14	31-24-31-7793-00-960	315.91
31-24-31-3892-01-640	366.14	31-24-31-7793-01-980	315.91
31-24-31-3892-01-650	366.14	31-24-31-7793-00-790	315.91
31-24-31-3892-01-660	366.14	31-24-31-7793-00-760	315.91
31-24-31-3892-01-670	366.14	31-24-31-7793-01-150	315.91
31-24-31-3892-01-680 31-24-31-3892-01-690	366.14	31-24-31-7793-00-850	315.91
	366.14	31-24-31-7793-01-050	315.91
31-24-31-3892-01-700	366.14	31-24-31-7793-00-680	315.91
31-24-31-3892-01-710	366.14	31-24-31-7793-01-700	315.91
31-24-31-3892-01-720 31-24-31-3892-01-730	366.14 366.14	31-24-31-7793-01-190 31-24-31-7793-01-590	315.91 315.91
31-24-31-3892-01-730	366.14	31-24-31-7793-01-920	315.91
31-24-31-3892-01-740	366.14	31-24-31-7793-01-920	315.91
31-24-31-3892-01-750	366.14	31-24-31-7793-00-750	315.91
31-24-31-3892-01-760	366.14	31-24-31-7793-01-580	
21-24-21-2022-01-110	500.14	51-24-51-7793-01-580	315.91

Parcel Number	O&M	Parcel Number	O&M
31-24-31-3892-01-780	366.14	31-24-31-7793-00-810	315.91
31-24-31-3892-01-790	366.14	31-24-31-7793-00-820	315.91
31-24-31-3892-01-800	366.14	31-24-31-7793-01-170	315.91
31-24-31-3892-01-810	366.14	31-24-31-7793-00-920	315.91
31-24-31-3892-01-820	366.14	31-24-31-7793-00-910	315.91
31-24-31-3892-01-830	366.14	31-24-31-7793-01-890	315.91
31-24-31-3892-01-840	366.14	31-24-31-7793-00-800	315.91
31-24-31-3892-01-850	292.92	31-24-31-7793-01-680	315.91
31-24-31-3892-01-860	292.92	31-24-31-7793-00-970	315.91
31-24-31-3892-01-870	292.92	31-24-31-7793-01-850	315.91
31-24-31-3892-01-880	292.92	31-24-31-7793-00-980	315.91
31-24-31-3892-01-890	292.92	31-24-31-7793-01-940	315.91
31-24-31-3892-01-900	292.92	31-24-31-7793-01-930	315.91
31-24-31-3892-01-910	292.92	31-24-31-7793-01-880	315.91
31-24-31-3892-01-920	292.92	31-24-31-7793-01-860	315.91
31-24-31-3892-01-930	292.92	31-24-31-7793-02-000	315.91
31-24-31-3892-01-940	292.92	31-24-31-7793-00-950	315.91
31-24-31-3892-01-950	292.92	31-24-31-7793-01-690	315.91
31-24-31-3892-01-960	292.92	31-24-31-7793-01-910	315.91
31-24-31-3892-01-970	292.92	31-24-31-7793-00-930	315.91
31-24-31-3892-01-980	292.92	31-24-31-7793-01-830	315.91
31-24-31-3892-01-990	292.92	31-24-31-7793-01-160	315.91
31-24-31-3892-02-000	292.92	31-24-31-7793-02-030	315.91
31-24-31-3892-02-010	292.92	31-24-31-7793-01-870	315.91
31-24-31-3892-02-020	292.92	31-24-31-7793-01-660	315.91
31-24-31-3892-02-030	292.92	31-24-31-7793-01-060	315.91
31-24-31-3892-02-040	292.92	31-24-31-7793-00-740	315.91
31-24-31-3892-02-050	292.92	31-24-31-7793-01-070	315.91
31-24-31-3892-02-060	292.92	31-24-31-7793-01-790	315.91
31-24-31-3892-02-070	292.92	31-24-31-7793-01-900	315.91
31-24-31-3892-02-080	366.14	31-24-31-7793-01-220	315.91
31-24-31-3892-02-090	366.14	31-24-31-7793-02-050	315.91
31-24-31-3892-02-100	366.14	31-24-31-7793-01-990	315.91
31-24-31-3892-02-110	366.14	31-24-31-7793-01-030	315.91
31-24-31-3892-02-120	366.14	31-24-31-4845-00-150	396.33
31-24-31-3892-02-130	366.14	31-24-31-4845-00-090	396.33
31-24-31-3892-02-140	366.14	31-24-31-4845-00-100	396.33
31-24-31-3892-02-150	366.14	31-24-31-4845-00-130	396.33
31-24-31-3892-02-160	366.14	31-24-31-4845-00-060	396.33
31-24-31-3892-02-170	366.14	31-24-31-4845-00-020	396.33
31-24-31-3892-02-180	366.14	31-24-31-4845-00-010	396.33
31-24-31-3892-02-190	366.14	31-24-31-4845-00-140	396.33
31-24-31-3892-02-200	366.14	31-24-31-4845-00-080	396.33
31-24-31-3892-02-210	366.14	31-24-31-4845-00-070	396.33
31-24-31-3892-02-220	366.14	31-24-31-4845-00-120	396.33
31-24-31-3892-02-230	366.14	31-24-31-4845-00-110	396.33

Parcel Number	0&M	Parcel Number	O&M
31-24-31-3892-02-240	366.14	31-24-31-4845-00-050	396.33
31-24-31-3892-02-250	366.14	31-24-31-4845-00-040	396.33
31-24-31-3892-02-260	366.14	31-24-31-4845-00-030	396.33
31-24-31-3892-02-270	366.14	31-24-31-4846-01-740	396.33
31-24-31-3892-02-280	366.14	31-24-31-4846-01-780	396.33
31-24-31-3892-02-290	366.14	31-24-31-4846-01-940	396.33
31-24-31-3892-02-300	366.14	31-24-31-4846-01-950	396.33
31-24-31-3892-02-310	366.14	31-24-31-4846-01-760	396.33
31-24-31-3892-02-320	366.14	31-24-31-4846-01-770	396.33
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31-24-31-3892-02-390	292.92	31-24-31-4846-01-820	396.33
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31-24-31-3892-02-420	292.92	31-24-31-4846-01-790	396.33
31-24-31-3892-02-430	292.92	31-24-31-4846-02-050	396.33
31-24-31-3892-02-440	292.92	31-24-31-4846-01-830	396.33
31-24-31-3892-02-450	292.92	31-24-31-4846-02-030	396.33
31-24-31-3892-02-460	292.92	31-24-31-4846-01-810	396.33
31-24-31-3892-02-470	292.92	31-24-31-4846-02-040	396.33
31-24-31-3892-02-480	292.92	31-24-31-4846-02-010	396.33
31-24-31-3892-02-490	292.92	31-24-31-4846-01-840	396.33
31-24-31-3892-02-500	292.92	31-24-31-4846-01-730	396.33
31-24-31-3892-02-510	292.92	31-24-31-4846-01-850	396.33
31-24-31-3892-02-520	292.92	31-24-31-4846-02-060	396.33
31-24-31-3892-02-530	292.92	31-24-31-4846-02-070	396.33
31-24-31-3892-02-540	292.92	31-24-31-4846-02-020	396.33
31-24-31-3892-02-550	292.92	31-24-31-4846-01-980	396.33
31-24-31-3892-02-560	292.92	31-24-31-3895-04-690	366.14
31-24-31-3892-02-570	292.92	31-24-31-3895-04-590	366.14
31-24-31-3892-02-580	292.92	31-24-31-3895-04-600	366.14
31-24-31-3892-02-590	292.92	31-24-31-3895-04-660	366.14
31-24-31-3892-02-600	292.92	31-24-31-3895-04-680	366.14
32-24-31-3890-00-010	366.14	31-24-31-3895-04-650	366.14
32-24-31-3890-00-020	366.14	31-24-31-3895-04-640	366.14
32-24-31-3890-00-030	292.92	31-24-31-3895-04-730	366.14
32-24-31-3890-00-040	292.92	31-24-31-3895-04-670	366.14
32-24-31-3890-00-050	292.92	31-24-31-3895-04-620	366.14
32-24-31-3890-00-060	175.75	31-24-31-3895-04-700	366.14
32-24-31-3890-00-070	175.75	31-24-31-3895-04-710	366.14
32-24-31-3890-00-080	175.75	31-24-31-3895-04-610	366.14
32-24-31-3890-00-090	175.75	31-24-31-3895-04-740	366.14

Parcel Number	O&M	Parcel Number	O&M
32-24-31-3890-00-100	175.75	31-24-31-3895-04-720	366.14
32-24-31-3890-00-110	175.75	31-24-31-3895-04-630	366.14
32-24-31-3890-00-120	146.46	31-24-31-7793-00-630	330.27
32-24-31-3890-00-130	146.46	31-24-31-7793-01-640	330.27
32-24-31-3890-00-140	146.46	31-24-31-7793-01-650	330.27
32-24-31-3890-00-150	146.46	31-24-31-7793-01-610	330.27
32-24-31-3890-00-160	146.46	31-24-31-7793-01-520	330.27
32-24-31-3890-00-170	146.46	31-24-31-7793-00-650	330.27
32-24-31-3890-00-180	146.46	31-24-31-7793-00-260	330.27
32-24-31-3890-00-190	146.46	31-24-31-7793-00-480	330.27
32-24-31-3890-00-200	146.46	31-24-31-7793-00-220	330.27
32-24-31-3890-00-210	146.46	31-24-31-7793-00-420	330.27
32-24-31-3890-00-230	146.46	31-24-31-7793-00-710	330.27
32-24-31-3890-00-240	146.46	31-24-31-7793-01-270	330.27
32-24-31-3890-00-250	146.46	31-24-31-7793-01-670	330.27
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32-24-31-3890-00-280	146.46	31-24-31-7793-00-020	330.27
32-24-31-3890-00-290	146.46	31-24-31-7793-01-490	330.27
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32-24-31-3890-00-320	146.46	31-24-31-7793-00-490	330.27
32-24-31-3890-00-330	146.46	31-24-31-7793-01-250	330.27
32-24-31-3890-00-340	146.46	31-24-31-7793-00-170	330.27
32-24-31-3890-00-350	146.46	31-24-31-7793-01-550	330.27
32-24-31-3890-00-360	146.46	31-24-31-7793-01-260	330.27
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32-24-31-3890-00-380	146.46	31-24-31-7793-01-410	330.27
32-24-31-3890-00-390	146.46	31-24-31-7793-01-620	330.27
32-24-31-3890-00-400	146.46	31-24-31-7793-00-460	330.27
32-24-31-3890-00-410	146.46	31-24-31-7793-00-090	330.27
32-24-31-3890-00-420	146.46	31-24-31-7793-00-500	330.27
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32-24-31-3890-00-440	146.46	31-24-31-7793-00-570	330.27
32-24-31-3890-00-450	146.46	31-24-31-7793-01-200	330.27
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32-24-31-3890-00-480	146.46	31-24-31-7793-00-050	330.27
32-24-31-3890-00-490	146.46	31-24-31-7793-00-530	330.27
32-24-31-3890-00-500	146.46	31-24-31-7793-00-080	330.27
32-24-31-3890-00-510	146.46	31-24-31-7793-01-570	330.27
32-24-31-3890-00-520	146.46	31-24-31-7793-01-400	330.27
32-24-31-3890-00-530	146.46	31-24-31-7793-00-620	330.27
32-24-31-3890-00-540	146.46	31-24-31-7793-01-240	330.27
32-24-31-3890-00-550	146.46	31-24-31-7793-00-300	330.27
32-24-31-3890-00-560	146.46	31-24-31-7793-01-730	330.27

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32-24-31-3890-00-610	146.46	31-24-31-7793-01-970	330.27
32-24-31-3890-00-620	146.46	31-24-31-7793-00-430	330.27
32-24-31-3890-00-630	146.46	31-24-31-7793-02-080	330.27
32-24-31-3890-00-640	175.75	31-24-31-7793-00-880	330.27
32-24-31-3890-00-650	175.75	31-24-31-7793-01-380	330.27
32-24-31-3890-00-660	175.75	31-24-31-7793-01-500	330.27
32-24-31-3890-00-670	175.75	31-24-31-7793-01-390	330.27
32-24-31-3890-00-680	175.75	31-24-31-7793-00-390	330.27
32-24-31-3890-00-690	175.75	31-24-31-7793-01-360	330.27
32-24-31-3890-00-700	175.75	31-24-31-7793-00-370	330.27
32-24-31-3890-00-710	175.75	31-24-31-7793-00-410	330.27
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32-24-31-3890-00-740	146.46	31-24-31-7793-00-030	330.27
32-24-31-3890-00-750	146.46	31-24-31-7793-00-110	330.27
32-24-31-3890-00-760	146.46	31-24-31-7793-01-750	330.27
32-24-31-3890-00-770	146.46	31-24-31-7793-01-300	330.27
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32-24-31-3890-00-790	146.46	31-24-31-7793-00-540	330.27
32-24-31-3890-00-800	146.46	31-24-31-7793-00-100	330.27
32-24-31-3890-00-810	146.46	31-24-31-7793-00-210	330.27
32-24-31-3890-00-820	175.75	31-24-31-7793-00-550	330.27
32-24-31-3890-00-830	175.75	31-24-31-7793-00-010	330.27
32-24-31-3890-00-840	175.75	31-24-31-7793-00-600	330.27
32-24-31-3890-00-850	175.75	31-24-31-7793-01-600	330.27
32-24-31-3890-00-860	175.75	31-24-31-7793-00-240	330.27
32-24-31-3890-00-870	175.75	31-24-31-7793-00-670	330.27
32-24-31-3890-00-880	175.75	31-24-31-7793-00-610	330.27
32-24-31-3890-00-890	175.75	31-24-31-7793-00-320	330.27
32-24-31-3890-00-900	175.75	31-24-31-7793-00-440	330.27
32-24-31-3890-00-910	175.75	31-24-31-7793-00-200	330.27
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32-24-31-3890-01-160	292.92	31-24-31-7793-00-160	330.27
32-24-31-3890-01-170	292.92	31-24-31-7793-01-100	330.27
32-24-31-3890-01-180	292.92	31-24-31-7793-00-310	330.27
32-24-31-3890-01-190	292.92	31-24-31-7793-00-580	330.27
32-24-31-3890-01-200	292.92	31-24-31-7793-01-310	330.27
32-24-31-3890-01-210	292.92	31-24-31-7793-00-400	330.27
32-24-31-3890-01-220	292.92	31-24-31-7793-00-280	330.27
32-24-31-3890-01-230	292.92	31-24-31-7793-02-060	330.27
32-24-31-3890-01-240	292.92	31-24-31-7793-01-450	330.27
32-24-31-3890-01-250	292.92	31-24-31-7793-00-130	330.27

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32-24-31-3890-01-270	292.92	31-24-31-7793-01-630	330.27
32-24-31-3890-01-280	292.92	31-24-31-7793-00-270	330.27
32-24-31-3890-01-290	292.92	31-24-31-7793-00-520	330.27
32-24-31-3890-01-300	292.92	31-24-31-7793-01-440	330.27
32-24-31-3890-01-310	292.92	31-24-31-7793-01-290	330.27
32-24-31-3890-01-320	292.92	31-24-31-7793-00-720	330.27
32-24-31-3890-01-330	292.92	31-24-31-7793-01-960	330.27
32-24-31-3890-01-340	292.92	31-24-31-7793-01-330	330.27
32-24-31-3890-01-350	146.46	31-24-31-7793-01-420	330.27
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32-24-31-3890-01-370	146.46	31-24-31-7793-01-540	330.27
32-24-31-3890-01-380	146.46	31-24-31-7793-01-430	330.27
32-24-31-3890-01-390	146.46	31-24-31-7793-01-280	330.27
32-24-31-3890-01-400	146.46	31-24-31-7793-00-780	330.27
32-24-31-3890-01-410	146.46	31-24-31-7793-01-350	330.27
32-24-31-3890-01-420	146.46	31-24-31-7793-02-070	330.27
32-24-31-3890-01-430	146.46	31-24-31-7793-01-530	330.27
32-24-31-3890-01-440	146.46	31-24-31-7793-00-290	330.27
32-24-31-3890-01-450	146.46	31-24-31-7793-00-120	330.27
32-24-31-3890-01-460	146.46	31-24-31-7793-00-190	330.27
32-24-31-3890-01-470	146.46	31-24-31-7793-00-770	330.27
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32-24-31-3890-01-490	146.46	31-24-31-7793-00-450	330.27
32-24-31-3890-01-500	146.46	31-24-31-7793-00-590	330.27
32-24-31-3890-01-510 32-24-31-3890-01-520	146.46 146.46	31-24-31-7793-01-000 31-24-31-7793-00-660	330.27 330.27
32-24-31-3890-01-520	146.46	31-24-31-7793-00-510	330.27
32-24-31-3890-01-540	146.46	31-24-31-7793-00-250	330.27
32-24-31-3890-01-940	491.45	31-24-31-7793-00-640	330.27
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31-24-31-4845-00-340	303.85	31-24-31-7793-01-090	330.27
31-24-31-4845-00-360	303.85	31-24-31-7793-01-110	330.27
31-24-31-4845-00-330	303.85	31-24-31-7793-01-120	330.27
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31-24-31-4846-00-830	303.85	31-24-31-7793-00-150	330.27
31-24-31-4846-00-750	303.85	31-24-31-7793-01-230	330.27
31-24-31-4846-01-050	303.85	31-24-31-7793-00-380	330.27
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31-24-31-4846-00-530	303.85	31-24-31-4846-01-930	435.96
31-24-31-4846-00-540	303.85	31-24-31-4846-01-910	435.96
31-24-31-4846-00-460	303.85	31-24-31-4846-02-100	435.96

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31-24-31-4846-00-760	303.85	31-24-31-4846-01-880	435.96
31-24-31-4846-00-700	303.85	31-24-31-4846-01-920	435.96
31-24-31-4846-00-710	303.85	31-24-31-4846-02-080	435.96
31-24-31-4846-00-510	303.85	31-24-31-4846-01-900	435.96
31-24-31-4846-00-690	303.85	31-24-31-4846-02-090	435.96
31-24-31-4846-00-470	303.85	31-24-31-4846-01-860	435.96
31-24-31-4846-00-730	303.85	31-24-31-4846-01-870	435.96
31-24-31-4846-01-030	303.85	31-24-31-4876-00-540	435.96
31-24-31-4846-00-840	303.85	31-24-31-4876-00-340	435.96
31-24-31-4846-01-020	303.85	31-24-31-4876-00-380	435.96
31-24-31-4846-01-040	303.85	31-24-31-4876-00-130	435.96
31-24-31-4846-01-470	303.85	31-24-31-4876-00-400	435.96
31-24-31-4846-00-450	303.85	31-24-31-4876-00-480	435.96
31-24-31-4846-00-990	303.85	31-24-31-4876-00-170	435.96
31-24-31-4846-00-810	303.85	31-24-31-4876-00-510	435.96
31-24-31-4846-01-060	303.85	31-24-31-4876-00-160	435.96
31-24-31-4846-01-480	303.85	31-24-31-4876-00-470	435.96
31-24-31-4846-00-480	303.85	31-24-31-4876-00-120	435.96
31-24-31-4846-00-440	303.85	31-24-31-4876-00-370	435.96
31-24-31-4846-00-500	303.85	31-24-31-4876-00-550	435.96
31-24-31-4846-00-800	303.85	31-24-31-4876-00-010	435.96
31-24-31-4846-00-720	303.85	31-24-31-4876-00-150	435.96
31-24-31-4846-00-790	303.85	31-24-31-4876-00-040	435.96
31-24-31-4846-01-500	303.85	31-24-31-4876-00-450	435.96
31-24-31-4846-00-980	303.85	31-24-31-4876-00-350	435.96
31-24-31-4846-00-520	303.85	31-24-31-4876-00-430	435.96
31-24-31-4846-00-740	303.85	31-24-31-4876-00-520	435.96
31-24-31-4846-00-430	303.85	31-24-31-4876-00-410	435.96
31-24-31-4846-01-490	303.85	31-24-31-4876-00-570	435.96
31-24-31-4846-00-780	303.85	31-24-31-4876-00-140	435.96
31-24-31-4846-00-770	303.85	31-24-31-4876-00-560	435.96
31-24-31-3893-04-120	175.75	31-24-31-4876-00-110	435.96
31-24-31-3893-03-920	175.75	31-24-31-4876-00-360	435.96
31-24-31-3893-04-040	175.75	31-24-31-4876-00-330	435.96
31-24-31-3893-04-100	175.75	31-24-31-4876-00-530	435.96
31-24-31-3893-04-280	175.75	31-24-31-4876-00-180	435.96
31-24-31-3893-04-260	175.75	31-24-31-4876-00-460	435.96
31-24-31-3893-03-950	175.75	31-24-31-4876-00-580	435.96
31-24-31-3893-04-210	175.75	31-24-31-4876-00-080	435.96
31-24-31-3893-04-220	175.75	31-24-31-4876-00-440	435.96
31-24-31-3893-04-320	175.75	31-24-31-4876-00-020	435.96
31-24-31-3893-04-250	175.75	31-24-31-4876-00-420	435.96
31-24-31-3893-04-130	175.75	31-24-31-4876-00-030	435.96
31-24-31-3893-03-940	175.75	31-24-31-4876-00-100	435.96
31-24-31-3893-04-090	175.75	31-24-31-4876-00-090	435.96

Parcel Number	O&M	Parcel Number	O&M
31-24-31-3893-04-270	175.75	31-24-31-4876-00-390	435.96
31-24-31-3893-04-330	175.75	31-24-31-4876-00-310	502.02
31-24-31-3893-04-000	175.75	31-24-31-4876-00-260	502.02
31-24-31-3893-04-290	175.75	31-24-31-4876-00-300	502.02
31-24-31-3893-03-910	175.75	31-24-31-4876-00-210	502.02
31-24-31-3893-04-080	175.75	31-24-31-4876-00-050	502.02
31-24-31-3893-04-240	175.75	31-24-31-4876-00-500	502.02
31-24-31-3893-04-020	175.75	31-24-31-4876-00-230	502.02
31-24-31-3893-04-050	175.75	31-24-31-4876-00-060	502.02
31-24-31-3893-04-310	175.75	31-24-31-4876-00-250	502.02
31-24-31-3893-04-060	175.75	31-24-31-4876-00-270	502.02
31-24-31-3893-04-070	175.75	31-24-31-4876-00-200	502.02
31-24-31-3893-04-030	175.75	31-24-31-4876-00-190	502.02
31-24-31-3893-04-300	175.75	31-24-31-4876-00-320	502.02
31-24-31-3893-04-150	175.75	31-24-31-4876-00-280	502.02
31-24-31-3893-04-170	175.75	31-24-31-4876-00-220	502.02
31-24-31-3893-04-230	175.75	31-24-31-4876-00-070	502.02
31-24-31-3893-03-930	175.75	31-24-31-4876-00-240	502.02
31-24-31-3893-04-010	175.75	31-24-31-4876-00-290	502.02
31-24-31-3893-04-110	175.75	31-24-31-4876-00-490	502.02
31-24-31-3893-04-140	175.75	31-24-31-4846-01-193	290.64
31-24-31-3893-03-980	175.75	31-24-31-4846-01-192	290.64
31-24-31-3893-03-970	175.75	31-24-31-4846-01-191	290.64
31-24-31-3893-04-160	175.75	31-24-31-4846-01-463	290.64
31-24-31-3893-04-190	175.75	31-24-31-4846-01-461	290.64
31-24-31-3893-04-200	175.75	31-24-31-4846-01-462	290.64
31-24-31-3893-04-180	175.75	32-24-31-3894-03-520	146.46
31-24-31-3893-03-960	175.75	32-24-31-3894-03-640	146.46
31-24-31-3893-03-990	175.75	32-24-31-3894-03-350	146.46
31-24-31-4845-00-300	317.06	32-24-31-3894-03-680	146.46
31-24-31-4845-00-290	317.06	32-24-31-3894-03-080	146.46
31-24-31-4845-00-310	317.06	32-24-31-3894-03-600	146.46
31-24-31-4845-00-270	317.06	32-24-31-3894-02-650	146.46
31-24-31-4845-00-280	317.06	32-24-31-3894-03-280	146.46
31-24-31-4846-00-910	317.06	32-24-31-3894-03-390	146.46
31-24-31-4846-01-420	317.06	32-24-31-3894-03-510	146.46
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31-24-31-4846-01-360	317.06	32-24-31-3894-02-890	146.46
31-24-31-4846-00-630	317.06	32-24-31-3894-03-860	146.46
31-24-31-4846-00-620	317.06	32-24-31-3894-03-090	146.46
31-24-31-4846-01-430	317.06	32-24-31-3894-02-640	146.46
31-24-31-4846-01-370	317.06	32-24-31-3894-03-670	146.46
31-24-31-4846-01-650	317.06	32-24-31-3894-03-650	146.46
31-24-31-4846-00-850	317.06	32-24-31-3894-03-140	146.46
31-24-31-4846-00-490	317.06	32-24-31-3894-02-670	146.46
31-24-31-4846-00-860	317.06	32-24-31-3894-02-680	146.46

Parcel Number	O&M	Parcel Number	O&M
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31-24-31-4846-01-350	317.06	32-24-31-3894-02-910	146.46
31-24-31-4846-01-240	317.06	32-24-31-3894-02-800	146.46
31-24-31-4846-01-170	317.06	32-24-31-3894-03-740	146.46
31-24-31-4846-00-890	317.06	32-24-31-3894-02-730	146.46
31-24-31-4846-00-920	317.06	32-24-31-3894-03-710	146.46
31-24-31-4846-01-230	317.06	32-24-31-3894-03-130	146.46
31-24-31-4846-00-600	317.06	32-24-31-3894-02-940	146.46
31-24-31-4846-00-650	317.06	32-24-31-3894-03-570	146.46
31-24-31-4846-01-450	317.06	32-24-31-3894-03-200	146.46
31-24-31-4846-00-900	317.06	32-24-31-3894-03-540	146.46
31-24-31-4846-00-610	317.06	32-24-31-3894-02-720	146.46
31-24-31-4846-00-640	317.06	32-24-31-3894-02-830	146.46
31-24-31-4846-00-880	317.06	32-24-31-3894-03-500	146.46
31-24-31-4846-01-410	317.06	32-24-31-3894-03-880	146.46
31-24-31-4846-01-380	317.06	32-24-31-3894-03-470	146.46
31-24-31-4846-00-870	317.06	32-24-31-3894-02-930	146.46
31-24-31-4846-00-660	317.06	32-24-31-3894-03-110	146.46
31-24-31-4846-01-390	317.06	32-24-31-3894-03-850	146.46
31-24-31-4846-01-080	317.06	32-24-31-3894-02-710	146.46
31-24-31-4845-00-230	343.49	32-24-31-3894-03-120	146.46
31-24-31-4845-00-160	343.49	32-24-31-3894-03-370	146.46
31-24-31-4845-00-220	343.49	32-24-31-3894-03-790	146.46
31-24-31-4845-00-210	343.49	32-24-31-3894-03-210	146.46
31-24-31-4845-00-170	343.49	32-24-31-3894-02-660	146.46
31-24-31-4845-00-200	343.49	32-24-31-3894-03-620	146.46
31-24-31-4845-00-190	343.49	32-24-31-3894-02-700	146.46
31-24-31-4845-00-180	343.49	32-24-31-3894-03-240	146.46
31-24-31-4846-01-220	343.49	32-24-31-3894-02-770	146.46
31-24-31-4846-01-210	343.49	32-24-31-3894-03-580	146.46
31-24-31-4846-01-090	343.49	32-24-31-3894-02-900	146.46
31-24-31-4846-01-180	343.49	32-24-31-3894-03-260	146.46
31-24-31-4846-01-580	343.49	32-24-31-3894-03-700	146.46
31-24-31-4846-01-670	343.49	32-24-31-3894-03-020	146.46
31-24-31-4846-01-250	343.49	32-24-31-3894-03-360	146.46
31-24-31-4846-00-680	343.49	32-24-31-3894-03-770	146.46
31-24-31-4846-00-940	343.49	32-24-31-3894-03-690	146.46
31-24-31-4846-01-280	343.49	32-24-31-3894-03-270	146.46
31-24-31-4846-01-150	343.49	32-24-31-3894-03-530	146.46
31-24-31-4846-00-960	343.49	32-24-31-3894-03-490	146.46
31-24-31-4846-00-930	343.49	32-24-31-3894-03-100	146.46
31-24-31-4846-00-970	343.49	32-24-31-3894-02-980	146.46
31-24-31-4846-00-670	343.49	32-24-31-3894-02-960	146.46
31-24-31-4846-01-340	343.49	32-24-31-3894-03-900	146.46
31-24-31-4846-01-270	343.49	32-24-31-3894-02-790	146.46
31-24-31-4846-01-260	343.49	32-24-31-3894-03-060	146.46

Parcel Number	O&M	Parcel Number	O&M
31-24-31-4846-01-530	343.49	32-24-31-3894-03-800	146.46
31-24-31-4846-01-660	343.49	32-24-31-3894-03-820	146.46
31-24-31-4846-01-140	343.49	32-24-31-3894-03-840	146.46
31-24-31-4846-01-540	343.49	32-24-31-3894-02-840	146.46
31-24-31-4846-00-950	343.49	32-24-31-3894-03-420	146.46
31-24-31-3893-04-490	292.92	32-24-31-3894-02-950	146.46
31-24-31-3893-04-530	292.92	32-24-31-3894-03-230	146.46
31-24-31-3893-04-430	292.92	32-24-31-3894-03-250	146.46
31-24-31-3893-04-350	292.92	32-24-31-3894-03-760	146.46
31-24-31-3893-04-390	292.92	32-24-31-3894-02-760	146.46
31-24-31-3893-04-380	292.92	32-24-31-3894-02-970	146.46
31-24-31-3893-04-560	292.92	32-24-31-3894-02-860	146.46
31-24-31-3893-04-400	292.92	32-24-31-3894-02-630	146.46
31-24-31-3893-04-540	292.92	32-24-31-3894-03-550	146.46
31-24-31-3893-04-410	292.92	32-24-31-3894-03-440	146.46
31-24-31-3893-04-440	292.92	32-24-31-3894-02-780	146.46
31-24-31-3893-04-340	292.92	32-24-31-3894-03-160	146.46
31-24-31-3893-04-580	292.92	32-24-31-3894-03-040	146.46
31-24-31-3893-04-460	292.92	32-24-31-3894-02-750	146.46
31-24-31-3893-04-360	292.92	32-24-31-3894-03-380	146.46
31-24-31-3893-04-470	292.92	32-24-31-3894-02-690	146.46
31-24-31-3893-04-570	292.92	32-24-31-3894-03-220	146.46
31-24-31-3893-04-420	292.92	32-24-31-3894-03-590	146.46
31-24-31-3893-04-520	292.92	32-24-31-3894-03-750	146.46
31-24-31-3893-04-370	292.92	32-24-31-3894-03-560	146.46
31-24-31-3893-04-450	292.92	32-24-31-3894-02-850	146.46
31-24-31-3893-04-500	292.92	32-24-31-3894-03-330	146.46
31-24-31-3893-04-510	292.92	32-24-31-3894-03-050	146.46
31-24-31-3893-04-480	292.92	32-24-31-3894-03-310	146.46
31-24-31-3893-04-550	292.92	32-24-31-3894-02-620	146.46
31-24-31-3895-04-840	292.92	32-24-31-3894-02-740	146.46
31-24-31-3895-05-060	292.92	32-24-31-3894-03-630	146.46
31-24-31-3895-04-930	292.92	32-24-31-3894-03-410	146.46
31-24-31-3895-05-050	292.92	32-24-31-3894-03-070	146.46
31-24-31-3895-04-800	292.92	32-24-31-3894-03-000	146.46
31-24-31-3895-04-820	292.92	32-24-31-3894-03-430	146.46
31-24-31-3895-04-950	292.92	32-24-31-3894-03-170	146.46
31-24-31-3895-04-980	292.92	32-24-31-3894-02-880	146.46
31-24-31-3895-04-870	292.92	32-24-31-3894-02-870	146.46
31-24-31-3895-04-750	292.92	32-24-31-3894-02-990	146.46
31-24-31-3895-04-900	292.92	32-24-31-3894-02-920	146.46
31-24-31-3895-04-850	292.92	32-24-31-3894-03-780	146.46
31-24-31-3895-05-000	292.92	32-24-31-3894-03-660	146.46
31-24-31-3895-04-810	292.92	32-24-31-3894-03-340	146.46
31-24-31-3895-04-970	292.92	32-24-31-3894-02-820	146.46
31-24-31-3895-05-040	292.92	32-24-31-3894-03-830	146.46

Parcel Number	O&M	Parcel Number	O&M
31-24-31-3895-04-910	292.92	32-24-31-3894-03-290	146.46
31-24-31-3895-04-780	292.92	32-24-31-3894-03-010	146.46
31-24-31-3895-04-770	292.92	32-24-31-3894-03-400	146.46
31-24-31-3895-05-030	292.92	32-24-31-3894-03-300	146.46
31-24-31-3895-04-890	292.92	32-24-31-3894-03-870	146.46
31-24-31-3895-04-920	292.92	32-24-31-3894-03-190	146.46
31-24-31-3895-05-080	292.92	32-24-31-3894-03-720	146.46
31-24-31-3895-04-940	292.92	32-24-31-3894-03-030	146.46
31-24-31-3895-05-070	292.92	32-24-31-3894-03-450	146.46
31-24-31-3895-05-020	292.92	32-24-31-3894-03-320	146.46
31-24-31-3895-04-860	292.92	32-24-31-3894-03-460	146.46
31-24-31-3895-04-830	292.92	32-24-31-3894-03-480	146.46
31-24-31-3895-04-990	292.92	32-24-31-3894-03-730	146.46
31-24-31-3895-04-960	292.92	32-24-31-3894-03-150	146.46
31-24-31-3895-04-880	292.92	32-24-31-3894-02-810	146.46
31-24-31-3895-05-010	292.92	32-24-31-3894-03-610	146.46
31-24-31-3895-04-790	292.92	32-24-31-3894-03-180	146.46
31-24-31-3895-04-760	292.92	32-24-31-3894-02-610	146.46
31-24-31-4845-00-240	369.91	31-24-31-4846-00-425	264.22
31-24-31-4845-00-260	369.91	31-24-31-4846-00-416	264.22
31-24-31-4845-00-250	369.91	31-24-31-4846-00-424	264.22
31-24-31-4846-01-330	369.91	31-24-31-4846-00-422	264.22
31-24-31-4846-01-290	369.91	31-24-31-4846-00-423	264.22
31-24-31-4846-01-130	369.91	31-24-31-4846-00-421	264.22
31-24-31-4846-00-550	369.91	31-24-31-4846-00-411	264.22
31-24-31-4846-01-160	369.91	31-24-31-4846-00-405	264.22
31-24-31-4846-00-580	369.91	31-24-31-4846-00-402	264.22
31-24-31-4846-01-510	369.91	31-24-31-4846-00-401	264.22
31-24-31-4846-00-570	369.91	31-24-31-4846-00-414	264.22
31-24-31-4846-01-110	369.91	31-24-31-4846-00-415	264.22
31-24-31-4846-01-120	369.91	31-24-31-4846-00-404	264.22
31-24-31-4846-01-310	369.91	31-24-31-4846-00-403	264.22
31-24-31-4846-01-600	369.91	31-24-31-4846-00-412	264.22
31-24-31-4846-01-610	369.91	31-24-31-4846-00-413	264.22
31-24-31-4846-01-680	369.91	31-24-31-4876-06-001	6,396.49
31-24-31-4846-01-070	369.91	31-24-31-7790-02-000	312.57
31-24-31-4846-01-690	369.91	31-24-31-7790-01-002	3,144.21
31-24-31-4846-00-560	369.91	32-24-31-7791-01-000	558.09
31-24-31-4846-01-550	369.91	32-24-31-7791-02-000	1,170.76
31-24-31-4846-01-200	369.91	31-24-31-7790-02-001	833.74
31-24-31-4846-01-640	369.91	31-24-31-7792-03-000	454.99
31-24-31-4846-01-620	369.91	31-24-31-7792-02-000	476.12
31-24-31-4846-01-700	369.91	31-24-31-7790-01-001	594.49
31-24-31-4846-01-590	369.91	31-24-31-7790-01-000	216.00
31-24-31-4846-01-560	369.91	31-24-31-7792-01-000	24,255.36
31-24-31-4846-01-570	369.91	31-24-31-0000-00-001	51,710.41

Parcel Number	O&M	Parcel Number	0&M
31-24-31-4846-00-590	369.91		146.46
Total			376,275.77

Poitras East Community Development District

Operation and Maintenance Expenditures Paid in July 2022 in an amount totaling \$10,882.80

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817 PHONE: (407) 723-5900 • FAX: (407) 723-5901

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from July 1, 2022 through July 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: \$10,882.80

Approval of Expenditures:

Chairman

_____Vice Chairman

____ Assistant Secretary

Poitras East CDD

AP Check Register (Current by Bank)

Check Dates: 7/1/2022 to 7/31/2022

Check No.	Date	Status*	Vendor ID	Payee Name		Amount
BANK ID: FO	B - FLORIDA		ANK			001-101-0000-00-01
1299	07/05/22	М	BROWNI	Brownies Septic and Plumbing		\$150.00
1300	07/05/22	М	KUTAK	Kutak Rock		\$1,839.94
1301	07/05/22	М	ORLSEN	Orlando Sentinel		\$237.50
1302	07/05/22	М	PFMGC	PFM Group Consulting		\$10.87
1303	07/13/22	М	BERMAN	Berman Construction		\$1,000.00
1304	07/13/22	М	DONMC	Donald W McIntosh Associates		\$2,647.00
1305	07/13/22	Μ	S811	Sunshine 811		\$97.92
1306	07/25/22	М	PFMGC	PFM Group Consulting		\$2,948.80
1307	07/25/22	М	VGLOBA	VGlobalTech		\$570.00
					BANK FCB REGISTER TOTAL:	\$9,502.03

GRAND TOTAL :

\$9,502.03

9,502.03	Checks 1299-1307
1,380.77	PA 158 - OUC paid online
10 882 80	O&M cash spent

Poitras East Community Development District

Payment Authorization #157

7/1/2022

ltem No.	Payee	Invoice Number	General Fund
1	Brownies Septic and Plumbing Quarterly Lift Station Maintenance	i91171	\$ 150.00
2	Kutak Rock General Counsel Through 05/31/2022	3067842	\$ 1,839.94
3	Orlando Sentinel Legal Advertising on 06/14/2022 (Ad: 7227048)	OSC55860906	\$ 237.50
4	PFM Group Consulting May Reimbursables	OE-EXP-06-0039	\$ 10.87

TOTAL \$ 2,238.31

Chairperson

Poitras East Community Development District

Payment Authorization #158

7/8/2022

ltem No.	Payee	Invoice Number	•	eneral ⁻ und
1	Berman Construction			
	June Administrator & Irrigation Specialist	19899	\$1	,000.00
	July Administrator & Irrigation Specialist	20541	\$1	,000.00
2	Donald W McIntosh Associates			
	Engineering Services Through 06/17/2022	42827	\$	875.00
	Wastewater System Needs Analysis Through 06/24/2022	42835	\$ 1	,772.00
3	OUC			
	Acct: 2989510986 ; Service 06/02/2022 - 07/01/2022		\$1	,380.77
4	Sunshine 811			
	Annual Assessment 06/01/2022 - 09/30/2022 + June Tickets	PS-INV1012898	\$	37.92
	Annual Assessment 10/01/2022 - 05/31/2023	PS-INV1012898	\$	60.00
	Annual Assessment 10/01/2022 - 00/01/2023	10-111012030	Ψ	00.00

TOTAL

\$ 6,125.69

Chairperson

Poitras East Community Development District

Payment Authorization #159

7/15/2022

ltem No.	Payee	Invoice Number	General Fund
1	PFM Group Consulting		
	Billable Expenses	120905	\$ 32.13
	DM Fee: July 2022	DM-07-2022-39	\$ 2,916.67

TOTAL \$ 2,948.80

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Chairperson

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

Payment Authorization #160

7/22/2022

ltem No.	Payee	Invoice Number	C	General Fund
1	United Land Services July Monthly Landscaping	ULS-32971	\$	2,329.00
2	VGIobalTech June Website Maintenance Quarter 2 ADA Audit July Website Maintenance	3945 4045 4078	\$ \$ \$	135.00 300.00 135.00

TOTAL

\$ 2,899.00

Chairperson

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

Poitras East Community Development District

Requisition Nos. 2020-169 – 2020-177 Paid in July 2022 in an amount totaling \$1,229,258.92

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817 PHONE: (407) 723-5900 • FAX: (407) 723-5901

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from July 1, 2022 through July 31, 2022. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
S2020-169	Jr. Davis Construction Co.	\$154,850.10
S2020-170	Kutak Rock	\$856.00
S2020-171	Donald W McIntosh Associates	\$19,863.71
S2020-172	Core & Main	\$171,395.58
S2020-173	Atlantic TNG	\$6,460.00
S2020-174	Boggy Creek Improvement District	\$46.00
S2020-175	Core & Main	\$21,423.41
S2020-176	Jr. Davis Construction Co.	\$853,928.12
S2020-177	Kittelson & Associates	\$436.00
		\$1,229,258.92

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

DATE: PAYEE: ADDRESS:	July 1, 2022 Jr. Davis Construction Co. 210 Hangar Road Kissimmee, FL 34741	REQUISITION NO: AMOUNT DUE: FUND:	169 \$154,850.10 <u>Acquisition/Construction</u>		
ITEM:	Invoice 128111 (Pay Application #1) for Project 2107 (Pearson Ave PH2) Through 05/25/2022				

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.

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

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

It is hereby represented by the undersigned that the Board of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

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 Achad flurg

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.

DISTRICT ENGINEER Jeffrey J. Newton, PE

Poitras East S2020 Req 169: Jr. Davis Construction Co.

July 1, 2022

Received Monday, July 4, 2022 - ALane

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

DATE: PAYEE: ADDRESS:	July 1, 2022 Kutak Rock PO Box 30057 Omaha, NE 68103-1157	REQUISITION NO: AMOUNT DUE: FUND:	170 \$856.00 <u>Acquisition/Construction</u>
ITEM:	Invoice 3067843 for Project 15	623-2 (Project Construction) Th	hrough 05/31/2022

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.

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

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

It is hereby represented by the undersigned that the Board of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

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 Achad fling 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.

22/1/22 BY: DISTRICT/ENGINEER Jeffrey J. Newton, PE

July 1, 2022

DATE: PAYEE: ADDRESS:	July 8, 2022 Donald W McIntosh Associates Inc 2200 Park Avenue North Winter Park, FL 32789	REQUISITION NO: AMOUNT DUE: FUND:	171 \$19,863.71 <u>Acquisition/Construction</u>
ITEM:	 Invoice 42828 for Project 18 06/17/2022 - \$8,185.00 Invoice 42829 for Project 20 Engineering Services Throug Invoice 42832 for Project 21 Engineering Services Throug Invoice 42833 for Project 21 Engineering Services Throug 	1695 (Pearson Avenue (gh 06/17/2022 – \$2,861 555 (Poitras East Maste gh 06/17/2022 – \$7,036 556 (Poitras East Maste	.20 er Infrastructure Phase 1C) .07 er Infrastructure Phase 1D)

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.

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

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

It is hereby represented by the undersigned that the Board of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

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

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CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

BY:

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

Poitras East S2020 Req 171: Donald W McIntosh Associates July 8, 2022



DATE: PAYEE: ADDRESS:	July 15, 2021 Core & Main PO Box 28330 St. Louis, MO 63146	REQUISITION NO: AMOUNT DUE: FUND:	172 \$171,395.58 Acquisition/Construction
ITEM:	See Summary for Eastmas Ph 1 Cons	struction 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.

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

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

It is hereby represented by the undersigned that the Board of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

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 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

Poitras East S2020 Req 172: Core & Main

July 15, 2021



DATE:	July 22, 2022	REQUISITION NO:	
PAYEE:	Atlantic TNG, LLC	AMOUNT DUE:	\$6,460.00
ADDRESS:	PO Box 729	FUND:	Acquisition/Construction
	Sarasota, FL 34230		
ITEM:	Invoice 143167 for Centerline Dr Segment F 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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POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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DISTRICT ENGINEER Jeffrey L Newton, PE

July 22, 2022



DATE: PAYEE: ADDRESS:	July 22, 2022 Boggy Creek Improvement District c/o PFM Group Consulting 3501 Quadrangle Boulevard, Ste. 270 Orlando, FL 32817	REQUISITION NO: AMOUNT DUE: FUND:	174 \$46.00 <u>Acquisition/Construction</u>
ITEM:	Reimbursement for Construction-Relat Greeneway, Myrtle Creek, Poitras Eas Boggy Creek Series 2018 Construction Req. 2018-255	t, and Midtown, Paid to	Orlando Sentinel Out of

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

CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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Jeffrey J. Newton, PE DISTRICT ENGINEER

Poitras East S2020 Reg 174: Boggy Creek ID

July 22, 2022



July 22, 2021	REQUISITION NO:	175
Core & Main	AMOUNT DUE:	\$21,423.41
PO Box 28330	FUND:	Acquisition/Construction
St. Louis, MO 63146		
Invoice Q388710 for Centerline Dr. Seg F Construction Materials		
	Core & Main PO Box 28330 St. Louis, MO 63146	Core & MainAMOUNT DUE:PO Box 28330FUND:St. Louis, MO 63146

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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: DISTRICVENGINEER Jeffrey J. Newton, PE

Poitras East S2020 Reg 175: Core & Main

July 22, 2021



DATE:	July 22, 2022	REQUISITION NO:	176
PAYEE:	Jr. Davis Construction Co.	AMOUNT DUE:	\$853,928.12
ADDRESS:	210 Hangar Road	FUND:	Acquisition/Construction
	Kissimmee, FL 34741		
ITEM:	06/25/2022 - \$314,803.8 Invoice 128183 (Pay App 1D) Through 06/25/2022 Invoice 128196 (Pay App PH1C) Through 06/25/2	7 plication #9) for Project 208 2 - \$149,949.41 plication #9) for Project 208 022 - \$332,723.54	
		Invoice 128197 (Pay Application #5) for Project 2089 (Poitras East Master Infrs & Centerline Dr Seg F) Through 06/25/2022 (to be reimbursed by Midtown	
			mbursed by Midtown
	Improvement District) –	330,431.30	

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POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

BY:

CHAIRMAN or VICE CHAIRMAN

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DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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DISTRICT ENGINEER Jeffrey J. Newton, PE July 22, 2022 Page 1 of 1

RECEIVED By Amanda Lane at 10:51 am, Jul 25, 2022

Poitras East S2020 Req 176: Jr. Davis Construction Co.

DATE: PAYEE: ADDRESS:	July 22, 2022 Kittelson & Associates PO Box 40847 Portland, OR 97240	REQUISITION NO: AMOUNT DUE: FUND:	177 \$436.00 <u>Acquisition/Construction</u>
ITEM:	Invoice 128303 for Project 262 06/30/2022	2690 (Narcoossee & Luminary	Post Design) Through

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	Achad flure
BY	10

CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

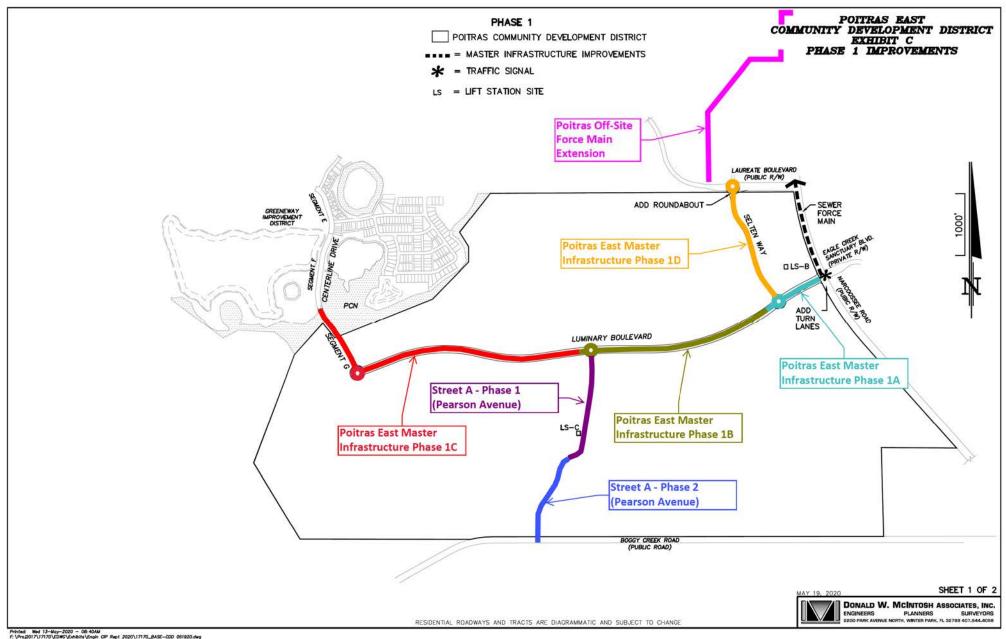
The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii)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



Poitras East Community Development District

Work Authorization/Proposed Services (if applicable)



POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: <u>Second Addendum to Agreement for Traffic Engineering S</u>	ervices	
Brief Description: Additional Services to accommodate possible changes	s to the as-built c	ondition of
the Ped Poles that do not conform to accessibility access regulation	ns.	
Name of Consultant /Vendor: Kittelson & Associates, Inc.		
Is this work pursuant to an existing Agreement?	Yes	No
If so, name and date of Agreement:		
Is this project included in the District Capital Improvement Plan?	Yes	No
Are the services required contemplated in the Capital Improvement Plan?	Yes	No
Is this a continuation of previously authorized work?	Yes	No
Proposal attached:YesNo		
Form of Agreement Utilized: Proposal		
Amount of Services: \$ 10,000.00		
Recommendation: Approve Deny		
By: Larry Kaufmann, Chairman POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, CO COMMITTEE	ONSRTUCTION	
c: Jennifer Walden		

Tucker Mackie Jeffrey Newton Lynne Mullins

SECOND ADDENDUM TO AGREEMENT FOR TRAFFIC ENGINEERING SERVICES (NARCOOSSEE & LUMINARY SIGNAL POST DESIGN)

THIS SECOND ADDENDUM ("*Second Addendum*") is made and entered into this ____ day of _____ 2022, by and between:

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida, whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32801 ("*District*"), and

KITTELSON & ASSOCIATES, INC., a Oregon corporation, with a mailing address of 225 East Robinson Street, Suite 355, Orlando, Florida 32801 ("*Engineer*," and together with the District, the "*Parties*").

RECITALS

WHEREAS, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, Florida Statutes.

WHEREAS, because the District had a need to retain an engineer to provide traffic engineering services for the Narcoossee & Luminary Signal Post Design project within the District, the District and Engineer entered into the Agreement for Traffic Engineering and Construction Administration Services, as amended by that certain First Addendum to Agreement for Traffic Engineering Services (Narcoossee & Luminary Signal Post Design) (together, the "Agreement"); and

WHEREAS, Section 21 of the Agreement provides that the Agreement may be amended by an instrument in writing executed by both Parties; and

WHEREAS, the Parties desire to amend Section 4 and Exhibit A of the Agreement to include additional coordination and analysis services, and compensation for said services, as identified and described in the Engineer's proposal dated July 26, 2022, attached hereto and incorporated herein by reference as **Attachment A**; and

WHEREAS, each of the Parties has the authority to execute this Second Addendum and to perform its obligations and duties hereunder, and each of the Parties has satisfied all conditions precedent to the execution of this Second Addendum so that this Second Addendum constitutes a legal and binding obligation of each of the Parties hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Second Addendum.

2. The District and Engineer agree that nothing contained herein shall alter or amend the Parties' rights and obligations under the Agreement, except to the extent set forth in this Second Addendum. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties.

3. Section 4 of the Agreement is hereby amended to read as set forth below. Text indicated in strikethrough type is deleted and text indicated by bold-face type is added.

COMPENSATION. As compensation for the services identified in Exhibit A and further described herein, District agrees to pay Engineer a sum not-to-exceed Seventeen Twenty-Seven Thousand Dollars (\$1727,000.00). Such Payment shall be due upon completion of the Services and submission of a final invoice as set forth herein. This Payment includes, but is not limited to, all permits, parts, materials and labor necessary to complete the Services as described herein. Engineer agrees to render a final invoice to the District, in writing, which shall be delivered or mailed to the District. The District shall pay the Engineer the Payment within twenty-five (25) days of receipt of such an invoice. The Engineer shall maintain records conforming to usual accounting practices. If the District should desire additional work or services not provided in Exhibit A, the Engineer agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement. The Engineer shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. No additional services shall be provided by the Engineer unless done at the direction of the District.

4. The Parties hereby update the Proposal attached to the Agreement as Exhibit A to include and incorporate as a material part of the Agreement the proposal attached hereto as **Attachment A**.

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

6. This Second Addendum shall be effective on the day and year first written above.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties execute this Second Addendum the day and year first written above.

ATTEST:

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

WITNESS:

Chairperson, Board of Supervisors

KITTELSON & ASSOCIATES, INC.

			-
Name:			

By:	
lts:	

Attachment A: Proposal dated July 26, 2022

Attachment A:



225 East Robinson Street, Suite 355 Orlando, FL 32801 P 407.540.0555 F 407.540.0550

July 26, 2022

Project #: 262690

Poitras East CDD Board of Supervisors Poitras East Community Development District 12051 Corporate Boulevard Orlando, Florida 32817

RE: Narcoossee & Luminary Signal Post Design Services Amendment #2 - Revised

Dear Board of Supervisors:

This letter formally requests your authorization of an additional \$10,000 in fees for additional coordination and analysis with CDD, contractor team, and Orange County. We are submitting this as an amendment to our existing Narcoossee & Luminary Signal Post Design Services. All work will be conducted on a time and materials basis.

Please review the attached amendment to the professional services agreement. If the agreement is satisfactory, please return a signed copy. One executed original will be returned for your records. If you have any comments or questions, please do not hesitate to call.

Sincerely, KITTELSON & ASSOCIATES, INC.

pertel

Adam Burghdoff Principal Engineer

FILENAME: H:126126269 - NARCOOSSEE & LUMINARY POST DESIGN/ADMIN/P/08_FINAL FILES/AMENDMENT 21/2022-7-26_POST DESIGN SERVICES_NARCOOSSEE LUMINARY - AMENDMENT 2.DOCK

TASK 1 - POST DESIGN SERVICES AMENDMENT #2

In support of the proposed signalization of the intersection of Narcoossee Road & Luminary Boulevard, Kittelson will provide the following additional services:

- · Additional on-site meetings with the contractor and CDD
- · Coordination on alternative ped push button locations with CDD and contractor
- Coordination with Orange County regarding potential equipment relocations based upon as-built conditions

AUTHORIZATION FOR AMENDMENT TO PROFESSIONAL SERVICES

PROJECT #: PROJECT NAME: PROJECT BUDGET: 262690

Narcoossee & Luminary Signal Post Design Services As of July 26, 2022

Task 1	Project Phase Description	Billing Method	Authorized Amount
Post Design Services	Previous Authorized Budget	Time & Materials	\$17,000
	Amendment Request	Time & Materials	\$10,000.00
Services	Total Authorized Budget	Time & Materials	\$27,000.00

AUTHORIZATION:

This amendment to professional services agreement, authorizes Kittelson & Associates, Inc. to perform services in addition to the original contract services and authorizes an increase in the **Previous Authorized Budget** (shown above) to an amount not to exceed the **Total Authorized Budget** shown above.

Accepted for:	Approved for:			
Poitras East Community Development District	KITTELSON & ASSOCIATES, INC.			
	Adam M Burghdoff			
Signature	Signature Adam Burghdoff			
Print Name	Print Name			
	FL Business Development Leader			
Title	Title			
	7/26/2022			
Date	Date			

Kittelson & Associates, Inc.

Orlando, Florida

Poitras East Community Development District

District's Financial Position and Budget to Actual YTD

Poitras East CDD

Statement of Financial Position

As of 7/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Total
	<u>Assets</u>			
Current Assets				
General Checking Account	\$273,076.55			\$273,076.55
Alleyway & Infrastructure Capital Res.	25,021.60			25,021.60
Prepaid Expenses	60.00			60.00
Series 2020 Debt Service Reserve		\$1,095,458.67		1,095,458.67
Series 2020 Interest		89.70		89.70
Total Current Assets	\$298,158.15	\$1,095,548.37	\$0.00	\$1,393,706.52
Total Assets	\$298,158.15	\$1,095,548.37	\$0.00	\$1,393,706.52
	Liabilities and Net As	<u>sets</u>		
Current Liabilities				
Accounts Payable	\$6,625.28			\$6,625.28
Accounts Payable			\$1,645.00	1,645.00
Retainage Payable			385,829.61	385,829.61
Total Current Liabilities	\$6,625.28	\$0.00	\$387,474.61	\$394,099.89
Total Liabilities	\$6,625.28	\$0.00	\$387,474.61	\$394,099.89
Net Assets				
Net Assets, Unrestricted	(\$63,275.11)			(\$63,275.11)
Net Assets - General Government	98,831.13			98,831.13
Current Year Net Assets - General Government	255,976.85			255,976.85
Net Assets, Unrestricted		\$296,780.20		296,780.20
Current Year Net Assets, Unrestricted		798,768.17		798,768.17
Net Assets, Unrestricted			(\$707,171.88)	(707,171.88)
Current Year Net Assets, Unrestricted			319,697.27	319,697.27
Total Net Assets	\$291,532.87	\$1,095,548.37	(\$387,474.61)	\$999,606.63
Total Liabilities and Net Assets	\$298,158.15	\$1,095,548.37	\$0.00	\$1,393,706.52

Poitras East CDD

Statement of Activities

As of 7/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Total
Revenues				
On-Roll Assessments	\$129,440.46			\$129,440.46
Off-Roll Assessments	235,251.29			235,251.29
Other Income & Other Financing Sources	8,962.00			8,962.00
Other Income & Other Financing Sources	-,	\$0.01		0.01
Debt Proceeds		1,018,601.31		1,018,601.31
Other Income & Other Financing Sources			\$65,674.68	65,674.68
Debt Proceeds			8,965,128.78	8,965,128.78
Total Revenues	\$373,653.75	\$1,018,601.32	\$9,030,803.46	\$10,423,058.53
Expenses				
Supervisor Fees	\$1,200.00			\$1,200.00
D&O Insurance	2,506.00			2,506.00
Trustee Services	5,648.38			5,648.38
Management	29,166.70			29,166.70
Engineering	16,018.00			16,018.00
Property Appraiser	192.88			192.88
District Counsel	16,779.05			16,779.05
Assessment Administration	7,500.00			7,500.00
Audit	3,500.00			3,500.00
Travel and Per Diem	97.80			97.80
Postage & Shipping	43.12			43.12
Legal Advertising	2,053.68			2,053.68
Miscellaneous	201.88			201.88
Office Supplies	125.00			125.00
Web Site Maintenance	2,200.00			2,200.00
Dues, Licenses, and Fees	175.00			175.00
	1,034.79			1,034.79
Water Reclaimed	9,597.51			9,597.51
General Insurance	3,064.00			3,064.00
Landscaping Maintenance & Material	2,329.00			2,329.00
Contingency	410.84			410.84
Liftstation Maintenance	3,882.20			3,882.20
Personnel Leasing Agreement Interest Payments (Series 2020)	10,000.00	¢210,002,25		10,000.00
Engineering		\$219,903.25	\$182,613.84	219,903.25 182,613.84
District Counsel			7,714.00	7,714.00
Legal Advertising			469.75	469.75
Property & Casualty			22,459.00	22,459.00
Contingency			8,497,850.42	8,497,850.42
Total Expenses	\$117,725.83	\$219,903.25	\$8,711,107.01	\$9,048,736.09
Other Revenues (Expenses) & Gains (Losses)				
Interest Income	\$48.93			\$48.93
Interest Income		\$70.10		70.10
Interest Income		•	\$0.82	0.82
Total Other Revenues (Expenses) & Gains (Losses)	\$48.93	\$70.10	\$0.82	\$119.85
Change In Net Assets	\$255,976.85	\$798,768.17	\$319,697.27	\$1,374,442.29
Net Assets At Beginning Of Year	\$35,556.02	\$296,780.20	(\$707,171.88)	(\$374,835.66)
Net Assets At End Of Year	\$291,532.87	\$1,095,548.37	(\$387,474.61)	\$999,606.63
	Page 1 of 1			
	5			

Poitras East CDD Budget to Actual For the Month Ending 07/31/2022

Year To Date

	fear to Date								
		Actual		Budget		Variance	Ad	r 2022 lopted udget	Percentage Spent
Revenues									
On-Roll Assessments	\$	129,440.46	\$	301,020.83	\$	(171,580.37)	\$ 3	61,225.00	100.96%
Off-Roll Assessments		235,251.29		-		235,251.29		-	
Other Income & Other Financing Sources		8,962.00		-		8,962.00		-	
Net Revenues	\$	373,653.75	\$	301,020.83	\$	72,632.92	\$ 3	61,225.00	103.44%
General & Administrative Expenses									
Supervisor Fees	\$	1,200.00	\$	4,000.00	\$	(2,800.00)	\$	4,800.00	25.00%
D&O Insurance	ψ	2,506.00	Ψ	2,500.00	Ψ	(2,000.00)	ψ	3,000.00	83.53%
Trustee Services		5,648.38		5,000.00		648.38		6,000.00	94.14%
Management		29,166.70		29,166.67		0.03		35,000.00	83.33%
Engineering		16,018.00		10,000.00		6,018.00		12,000.00	133.48%
Dissemination Agent		-		4,166.67		(4,166.67)		5,000.00	0.00%
Property Appraiser		192.88		-		192.88		-	
District Counsel		16,779.05		20,833.33		(4,054.28)		25,000.00	67.12%
Assessment Administration		7,500.00		6,250.00		1,250.00		7,500.00	100.00%
Reamortization Schedules		-		208.33		(208.33)		250.00	0.00%
Audit		3,500.00		5,000.00		(1,500.00)		6,000.00	58.33%
Travel and Per Diem		97.80		250.00		(152.20)		300.00	32.60%
Telephone		-		41.67		(41.67)		50.00	0.00%
Postage & Shipping		43.12		416.67		(373.55)		500.00	8.62%
Copies		-		833.33		(833.33)		1,000.00	0.00%
Legal Advertising		2,053.68		10,416.67		(8,362.99)		12,500.00	16.43%
Bank Fees		-		150.00		(150.00)		180.00	0.00%
Miscellaneous		201.88		8,433.33		(8,231.45)		10,120.00	1.99%
Office Supplies		125.00		208.33		(83.33)		250.00	50.00%
Web Site Maintenance		2,200.00		2,250.00		(50.00)		2,700.00	81.48%
Holiday Decorations		-		4,166.67		(4,166.67)		5,000.00	0.00%
Dues, Licenses, and Fees		175.00		145.83		29.17		175.00	100.00%
Total General & Administrative Expenses	\$	87,407.49	\$	114,437.50	\$	(27,030.01)	\$ 1	37,325.00	63.65%
Electric Utility Services Electric Water-Sewer Combination Services	\$	1,034.79	\$	4,166.67	\$	(3,131.88)	\$	5,000.00	20.70%
Water Reclaimed		9,597.51		8,333.33		1,264.18		10,000.00	95.98%
Other Physical Environment				·		·			
General Insurance		3,064.00		2,750.00		314.00		3,300.00	92.85%
Property & Casualty Insurance		-		2,083.33		(2,083.33)		2,500.00	0.00%
Other Insurance		-		83.33		(83.33)		100.00	0.00%
Irrigation Repairs		-		8,333.33		(8,333.33)		10,000.00	0.00%
Landscaping Maintenance & Material		2,329.00		62,500.00		(60,171.00)		75,000.00	3.11%
Tree Trimming		-		4,166.67		(4,166.67)		5,000.00	0.00%
Flower & Plant Replacement		-		8,333.33		(8,333.33)		10,000.00	0.00%
Contingency		410.84		25,000.00		(24,589.16)		30,000.00	1.37%
Road & Street Facilities									
Entry and Wall Maintenance		-		2,500.00		(2,500.00)		3,000.00	0.00%
Hardscape Maintenance		-		4,166.67		(4,166.67)		5,000.00	0.00%
Alleyway Maintenance		-		8,333.33		(8,333.33)		10,000.00	0.00%
Streetlights		-		12,500.00		(12,500.00)		15,000.00	0.00%
Accent Lighting		-		416.67		(416.67)		500.00	0.00%
Liftstation Maintenance		3,882.20		2,083.33		1,798.87		2,500.00	155.29%
Parks & Recreation									
Personnel Leasing Agreement		10,000.00		10,000.00		-		12,000.00	83.33%
Reserves				40,000,07		(40,000,07)		~ ~ ~ ~ ~ ~	0.000/
Infrastructure Capital Reserve		-		16,666.67		(16,666.67)		20,000.00	0.00%
Alleyway Reserve				4,166.67		(4,166.67)		5,000.00	0.00%
Total Field Operations Expenses	\$	30,318.34	\$	186,583.33	\$	(156,264.99)	\$ 2	23,900.00	13.54%
Total Expenses	\$	117,725.83	\$	301,020.83	\$	(183,295.00)	\$ 3	61,225.00	32.59%
Other Revenues (Expenses) & Gains (Losses)									
Interest Income	\$	48.93	\$	-	\$	48.93	\$	-	
Total Other Revenues (Expenses) & Gains (Losses)	\$	48.93	\$	-	\$	48.93	\$	-	
Net Income (Loss)	\$	255,976.85	\$	-	\$	255,976.85	\$	-	

Poitras East CDD Cash Flow

	Beg. Cash	FY21 Inflows	FY21 Outflows	FY22 Inflows	FY22 Outflows	End. Cash	
10/1/2021	15,902.20	0.16	(9,060.13)	-	(175.00)	6,667.23	
11/1/2021	6,667.23	-	(1,858.00)	234,738.59	(22,019.87)	217,527.95	
12/1/2021	217,527.95	-	-	25,997.11	(17,413.74)	226,111.32	
1/1/2022	226,111.32	-	-	31,563.90	(3,946.31)	253,728.91	
2/1/2022	253,728.91	-	-	1,819.39	(7,722.54)	247,825.76	
3/1/2022	247,825.76	-	-	76,935.85	(15,641.93)	309,119.68	
4/1/2022	309,119.68	-	-	14,219.44	(36,002.99)	287,336.13	
5/1/2022	287,336.13	-	-	21,687.04	(10,146.33)	298,876.84	
6/1/2022	298,876.84	-	-	1,051.12	(15,971.96)	283,956.00	
7/1/2022	283,956.00	-	-	3.35	(10,882.80)	273,076.55	
8/1/2022	273,076.55	-	-	-	(6,625.28)	266,451.27 as of 08/08/2022	
		203,728.27	(187,445.40)	408,015.79	(147,483.75)		