

Postras East Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900

<http://poitrasedcdd.com/>

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Postras East Community Development District ("District"), scheduled to be held at **4:00 p.m. on Tuesday, November 16, 2021 at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

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

Phone: 1-844-621-3956

Computer: pfmgroup.webex.com

Participant Code: 796 580 192#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

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

Business Matters

2. **Consideration of Resolution 2022-01, Adopting an Amended Budget for FY 2021**
3. **Consideration of Kutak Rock Fee Agreement**
4. **Consideration of OUC Agreement for Luminary 1A**
5. **Discussion of Memo for Wastewater and Stormwater Needs Analysis**
6. **Consideration of Amendment to Easement Agreement**
7. **Ratification of Requisition Nos. 2020-84 – 2020-91 Paid in October 2021 in an amount totaling \$414,757.66**
8. **Ratification of Operation and Maintenance Expenditure Paid in October 2021 in an amount totaling \$9,235.13**
9. **Recommendation of Work Authorization/Proposed Services (if applicable)**
10. **Review of District's Financial Position and Budget to Actual YTD**

Other Business

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

Adjournment



Postras East Community Development District

**Minutes of the October 19, 2021
Board of Supervisors' Meeting**

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

FIRST ORDER OF BUSINESS

Roll Call to Confirm Quorum

The Board of Supervisors' Meeting for the Poitras East Community Development District was called to order on Tuesday, October 19, 2021, at 4:00 p.m. at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827.

Present:

Richard Levey	Chairperson
Rob Adams	Vice-Chairperson
Frank Paris	Assistant Secretary
Julie Salvo	Assistant Secretary
Brent Schademan	Assistant Secretary

Also, attending:

Lynne Mullins	PFM	
Jennifer Walden	PFM	(via phone)
Tucker Mackie	Hopping Green & Sams	
Jeff Newton	Donald W. McIntosh Associates, Inc.	
Larry Kaufmann	Construction Supervisor & Construction Committee Member	(via phone)
Scott Thacker	District Landscape Supervisor	(via phone)

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
September 21, 2021, Board
Supervisors' Meeting**

Board Members reviewed the minutes from the September 21, 2021, Board of Supervisors' Meeting.

On Motion by Mr. Schademan, second by Mr. Adams, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Minutes of the September 21, 2021, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Consideration of Award of Pearson
Avenue Phase 2 Project
a) Construction Committee
Recommendation**

Mr. Kaufmann directed the Board’s attention to the bid summary and noted there were three bids that were received on October 1, 2021. Jr. Davis Construction Company, Watson Civil Construction and Southern Development Construction were the three that provided bids. The low bid was Jr. Davis Construction Company in the amount of \$2,235,434.97, and they also bid with the quickest duration at 150 days. The Construction Committee recommended the Board award the Pearson Avenue Phase 2 Project to Jr. Davis Construction Company.

On Motion by Mr. Adams, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Poitras East Community Development District awarded the Pearson Avenue Phase 2 Project to Jr. Davis Construction Company.

FIFTH ORDER OF BUSINESS

- Consideration of Easement Agreements
- a) Landscape & Irrigation Maintenance Easement Agreement with Toll Brothers
- b) Landscape & Irrigation Maintenance Easement Agreement with Pulte

Ms. Mackie stated that included within the agenda package are two Landscape and Irrigation Maintenance Easement Agreements, one with Toll Brothers and one with Pulte. Along the frontage of their respective developments, they have constructed walls within certain tracts that are identified in the description. The District should only maintain the property between the wall and the right-of-way, which would expand what the District is obligated to maintain along the right-of-way. These easements would set forth the area for which the District would be responsible for maintaining. Ms. Mackie requested the Board approve the Landscape Irrigation Maintenance Easement Agreements in substantial form so District staff can finalize and circulate to Toll Brothers and Pulte for review and approval. She did note that the easements will allow the District to maintain those areas in perpetuity and the District is constructing the landscape improvements on those areas.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Landscape & Irrigation Easement Agreements with Toll Brothers and Pulte in substantial form.

SIXTH ORDER OF BUSINESS

Consideration of FY 2021 Audit Engagement Letter

Ms. Mullins presented the Audit Engagement Letter from Berger, Toombs, Elam, Gaines & Frank noting the fee is \$6,000.00, which is the budgeted amount for the year. Ms. Mackie stated that the form of the Engagement Letter already has the language District Counsel likes to see relative to a due date for the delivery of the draft audit, which would allow the District to review the same and provide comments and ensure the Board sees it in advance of its submittal to the Auditor General by June 30. She requested a motion from the Board to approve the FY 2021 Audit Engagement Letter.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the FY 2021 Audit Engagement Letter.

SEVENTH ORDER OF BUSINESS

Discussion Regarding Hopping Green & Sams and Kutak Rock Transition Letter

Ms. Mackie stated she and nine of her partners will be joining the law firm of Kutak Rock effective November 15, 2021, and is asking the Board to consider transitioning legal services to Kutak Rock at that time. Kutak Rock is a large nationwide law firm which practices in the area of public finance, but Ms. Mackie's team will be their first and only Florida office. The rates will be identical to the rates under the Hopping Green & Sams Agreement and the only change will be to the name on the letterhead on which the fee agreement is written.

On Motion by Ms. Salvo, second by Mr. Adams, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Hopping Green & Sams and Kutak Rock Transition Letter with Alternative 1.

EIGHTH ORDER OF BUSINESS

Ratification of Promissory Notes a) Luminary Boulevard Phase 1C b) Luminary Boulevard Phase 1D c) Pearson Avenue Phase 2

Ms. Mackie stated at a previous meeting this Board authorized the acquisition of real property associated with Luminary Blvd Phases 1C and 1D and Pearson Avenue Phase 2. Those real estate acquisitions closed, and an additional document was included evidencing the fact that the Developer is requesting that the District not draw down on its existing note to pay the Developer for the land acquisition cost at this point in time. These Promissory Notes recognize that is an obligation of the District to pay the Developer at some point in the future when the District obtains bond financing.

On Motion by Mr. Adams, second by Mr. Schademan, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified the Promissory Notes for Luminary Boulevard Phase 1C, Luminary Boulevard Phase 1D and Pearson Avenue Phase 2.

NINTH ORDER OF BUSINESS

Ratification of Payment Authorization Nos. 122 – 125

The Board reviewed Payment Authorizations 122 – 125. Dr. Levey noted these have been previously approved and need to be ratified by the Board.

On Motion by Mr. Schademan, second by Mr. Adams, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified Payment Authorizations 122 – 125.

TENTH ORDER OF BUSINESS

Ratification of Requisition Nos. 2020-001 – 2020-086

The Board reviewed Requisition Nos. 2020-001 – 2020-086. Dr. Levey noted these have been previously approved and need to be ratified by the Board.

On Motion by Mr. Adams, second by Mr. Schademan, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified Requisition Nos. 2020-001 – 2020-086.

ELEVENTH ORDER OF BUSINESS

Recommendation of Work Authorization/Proposed Services

Mr. Kauffman stated there were no Work Authorizations for this District.

TWELFTH ORDER OF BUSINESS

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

The Board reviewed the financials. Ms. Mullins reminded the Board that the District has until the end of November to receive invoices for Fiscal Year 2021.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Manager – Ms. Mullins noted the next meeting is scheduled for November 16, 2021.

District Engineer – Mr. Newton presented the Construction Contract Status Memorandum (Minutes Exhibit A).

For Master Infrastructure Phase 1A, the interim striping and signage and maintenance traffic issues with Orange County have been worked out. Jr. Davis is back out there working and their goal is to complete the road and have it open by the end of this month.

For Narcoossee/Luminary Traffic Signal, the contractor has encountered an issue relative to maintaining adequate clearance for their construction equipment

to the lowest overhead wires of the OUC transmission towers on the east side of Narccoossee Road. The contractor is working to come up with a solution.

For Master Infrastructure Phase 1B, the wastewater force main has been completed so the District is in a position to acquire it. This Board previously approved acquisition of the force main back in June at a cost not-to-exceed \$450,000.00, and the acquisition amount will be less than that. Additionally, the road is well under way and the first lift of asphalt is down.

For Master Infrastructure Phase 1C, which also includes Centerline Drive Segment F, it is nearing completion of rough grading and the underground work should start soon.

For Intrastructure Phase 1D, the rough grading on Selten Way is nearing completion along with the storm drain system. Jr. Davis came to the District asking to do a different maintenance and traffic plan for the round-about at Laureate Boulevard and Selten Way, but after discussion with the District, they have decided to stay with the initial plan that was provided. They are also working through interim truck rerouting through the Publix parking lot.

For the Off-Site Force Main to Tavistock Lakes Boulevard, it is under construction with JMHC. JMHC allowed work to extend beyond the limits of their temporary construction easement, encroached on private property, and caused damage. A meeting was held in the field and JHMC has been instructed not only to stay within their easement but also to repair any damages they caused to private property. The District Engineer's Construction Services Director confirmed that JMHC is back in their easement and working on repairing all damages.

For Street A Phase 1, Pearson Avenue is under construction by TDCP, and they are getting a partial clearance of the potable water main. The sanitary sewer the storm drain systems are nearly complete.

For Street A Phase 2, the District just awarded that contract and it is anticipated permits will be issued before the end of the year, but construction probably will not start until after the first of the year.

There are no change orders this month and no action is required by the Board.

Construction Supervisor – No Report

Landscape Supervisor- No Report

Irrigation Supervisor- No Report

FOURTEENTH ORDER OF BUSINESS

**Supervisor Requests &
Adjournment**

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

On Motion by Mr. Schademan, second by Ms. Salvo, with all in favor, the October 19, 2021, Meeting of the Board of Supervisors for the Poitras East Community Development District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

EXHIBIT A



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

MEMORANDUM

DATE: October 19, 2021

TO: Poitras East Community Development District
Board of Supervisors

FROM: Donald W. McIntosh Associates, Inc.
District Engineer

RE: Construction Contract Status

Dear Board Members,

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

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

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

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

Construction Status: Maintenance of Traffic and interim striping and signage issues have been addressed and approved by Orange County, allowing completion of Luminary Boulevard final lift of asphalt, the southbound auxiliary lane, and the left turn lane improvements on Narcoossee Road. Work has commenced and is anticipated to be completed by the end of October.

Recommended Motion: None.



Narcoossee/Luminary Traffic Signal – The New Florida Industrial Electric

Construction Status: The contractor has encountered an issue related to clearance from the overhead electric lines on the east side of Narcoossee Road. Due to limited clearance (<10'), the lines need to be deenergized during construction of the signal per OSHA requirements, but OUC does not currently have the redundant infrastructure in place that would allow the line to be deenergized. FIE, their drilled shaft subcontractor, and OUC continue to coordinate in order to find a workable solution.

Change Order (C.O.) Status: None

Recommended Motion: None.

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

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

Construction Status: The wastewater force main has been installed, tested, and field accepted by OCU. The District is now able to acquire the wastewater improvements at a cost of

F:\Proj2017\17170\ENGadmin\C\ec159 Construction Memo 10-19-21.docx



Memorandum

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

October 19, 2021

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\$369,669.61 (less 10% retainage pending release of retainage by developer) and issue a bill of sale to OCU so the engineer may continue the process of obtaining the signed FDEP clearance application. This Board had previously approved the acquisition at a not to exceed amount of \$450,000 at their 6/15/21 meeting. Curb, gutter, road base, and first lift of asphalt are installed on both the east and westbound lanes. Edge drains, final site grading, 2nd lift of asphalt, and sodding are on schedule.

Recommended Motion: None.

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

Construction Status: Contractor has mobilized, installed soil erosion controls, cleared and grubbed, and has almost completed rough road grading.

Change Order (C.O.) Status: None

Recommended Motion: None

Infrastructure Phase 1D – Jr. Davis Construction Company

Construction Status: Contractor has rough graded Selten Way south of Laureate Boulevard and is about 70% complete with the storm drainage system. Maintenance of Traffic (MOT) Phase 1 for the roundabout on Laureate Boulevard has commenced. Coordination is underway with landscaper and OUC to remove and relocate irrigation lines and valves as well as electric conduits under the median on Laureate Boulevard. Coordination is also underway with Publix to divert trucks and traffic heading southbound on Selten Way during the roundabout construction.

Change Order (C.O.) Status: None

Recommended Motion: None

Off-Site Force Main to Tavistock Lakes Boulevard – JMHC

Construction Status: A full notice to proceed was issued on 9/30/21. Contractor has exceeded the limits of the Temporary Construction Easement and encroached on private lands in several areas with materials and equipment, but has rectified the matter after a field meeting, including a commitment to repair any damages to private property.

Change Order (C.O.) Status: None

Recommended Motion: None



Memorandum

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

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

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

Construction Status: Contractor has completed construction of the gravity sanitary sewer system, force main, and lift station wet well. Installation of sanitary laterals is 95% complete. Storm sewer system has been completed except for inlet and manhole tops. The reclaim water system has been completed. A partial clearance of the potable water main, extending from Luminary Boulevard to the entrance of Parcel N-3 Phase 1, is expected to be submitted to FDEP by the end of October.

Recommended Motion: None.

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

Construction Status: Remaining permits anticipated to be issued within 30-60 days of contract award, pending receipt of bonds, MOT plans, and NPDES NOI from selected contractor.

Change Order (C.O.) Status: None

Recommended Motion: None

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

Thank you.

End of memorandum.

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

**Postras East Community Development District
Master Infrastructure Phase 1D
Change Order Log
Jr. Davis Construction, Inc.**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
						\$ 2,900,282.54			
1	7/19/2021	Material Price Escalations	0	\$ 154,671.13		\$ 3,054,953.67	7/20/2021	7/20/2021	
2	8/16/2021	Rerouting of existing mainline irrigation pipe around the work area	0	\$ 7,651.23		\$ 3,062,604.90	8/17/2021	8/17/2021	

**Postras East Community Development District
Off-Site Force Main Extension
Change Order Log
JMHC, Inc.**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
						\$ 1,057,724.00			
1	6/15/2021	Material Price Increase		\$ 26,179.99	Approved	\$ 1,083,903.99	6/15/2021	6/15/2021	

**Postras East
Community Development District**

**Resolution 2022-01,
Adopting an Amended Budget for FY 2021**

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2020/2021, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 18, 2020, the Board of Supervisors of Poitras East Community Development District ("**Board**"), adopted Resolution 2020-16 providing for the adoption of the District's Fiscal Year 2020/2021 annual budget ("**Budget**"); and

WHEREAS, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual and anticipated appropriations of the Budget; and

WHEREAS, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2020-16 authorize the Board to amend the Budget at any time within Fiscal Year 2020/2021 or within sixty (60) days following the end of the Fiscal Year 2020/2021; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations; and

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

1. BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager's proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be

further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2020/2021.

- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as “The Adopted Budget for Poitras East Community Development District for the fiscal year ending September 30, 2021, as amended and adopted by the Board of Supervisors effective November 16, 2021.”

2. APPROPRIATIONS. There is hereby appropriated out of the revenues of Poitras East Community Development District, the fiscal year beginning October 1, 2020, and ending September 30, 2021, the sums set forth below, to be raised by special assessments, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$
TOTAL ALL FUNDS	\$

3. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2020-16, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2020-16 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

4. 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.

- 5. EFFECTIVE DATE.** This Resolution shall take effect as of November 16, 2021.

Introduced, considered favorably, and adopted this 16th day of November, 2021.

ATTEST:

**POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A
Amended Fiscal Year 2020/2021 Budget

Poitras East CDD
FY 2021 Proposed Revised O&M Budget

	Actual Through 09/30/2021	FY 2021 Adopted Budget	FY 2021 Proposed Revised Budget
<u>Revenues</u>			
Developer Contributions	\$ 150,707.65	\$ 361,225.00	\$ 361,225.00
Other Income & Other Financing Sources	338.79	-	-
Net Revenues	\$ 151,046.44	\$ 361,225.00	\$ 361,225.00
<u>General & Administrative Expenses</u>			
Supervisor Fees	\$ 2,400.00	\$ 4,800.00	\$ 4,800.00
D&O Insurance	2,421.00	3,000.00	3,000.00
Trustee Services	-	6,000.00	6,000.00
Management	35,000.00	35,000.00	35,000.00
Engineering	10,384.52	12,000.00	12,000.00
Dissemination Agent	-	5,000.00	5,000.00
Property Appraiser	296.00	-	300.00
District Counsel	34,868.29	25,000.00	35,000.00
Assessment Administration	-	7,500.00	7,500.00
Reamortization Schedules	-	500.00	500.00
Audit	3,750.00	6,000.00	6,000.00
Travel and Per Diem	22.10	500.00	500.00
Telephone	-	100.00	100.00
Postage & Shipping	177.21	500.00	500.00
Copies	-	500.00	500.00
Legal Advertising	10,632.40	10,000.00	11,000.00
Miscellaneous	1,104.76	9,000.00	1,500.00
Web Site Maintenance	3,000.00	2,700.00	3,000.00
Dues, Licenses, and Fees	175.00	175.00	175.00
Total General & Administrative Expenses	\$ 104,231.28	\$ 128,275.00	\$ 132,375.00
<u>Field Operations</u>			
Electric Utility Services			
Electric	\$ -	\$ 2,500.00	\$ 2,500.00
Water-Sewer Combination Services			
Water Reclaimed	-	10,000.00	10,000.00
Other Physical Environment			
General Insurance	2,960.00	3,200.00	3,200.00
Property & Casualty Insurance	935.00	1,500.00	1,500.00
Other Insurance	-	250.00	250.00
Irrigation Repairs	-	10,000.00	10,000.00
Landscaping Maintenance & Material	-	75,000.00	75,000.00
Tree Trimming	-	5,000.00	5,000.00
Flower & Plant Replacement	-	10,000.00	10,000.00
Contingency	-	10,000.00	10,000.00
Hurricane Cleanup	-	20,000.00	15,900.00
Road & Street Facilities			
Entry and Wall Maintenance	-	3,000.00	3,000.00
Hardscape Maintenance	-	5,000.00	5,000.00
Streetlights	-	30,000.00	30,000.00
Accent Lighting	-	500.00	500.00
Alleyway Maintenance	-	10,000.00	10,000.00
Parks & Recreation			
Personnel Leasing Agreement	12,000.00	12,000.00	12,000.00
Reserves			
Infrastructure Capital Reserve	-	20,000.00	20,000.00
Alleyway Reserve	-	5,000.00	5,000.00
Total Field Operations Expenses	\$ 15,895.00	\$ 232,950.00	\$ 228,850.00
Total Expenses	\$ 120,126.28	\$ 361,225.00	\$ 361,225.00
Net Income (Loss)	\$ 30,920.16	\$ -	\$ -

Postras East Community Development District

Kutak Rock Fee Agreement

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Poitras East Community Development District (“**Client**”)
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
PO Box 10230
Tallahassee, FL 32302

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Tucker F. Mackie	\$290
Associates	\$235
Paralegals	\$130

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT**

KUTAK ROCK LLP

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

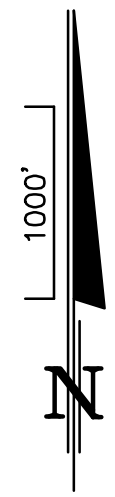
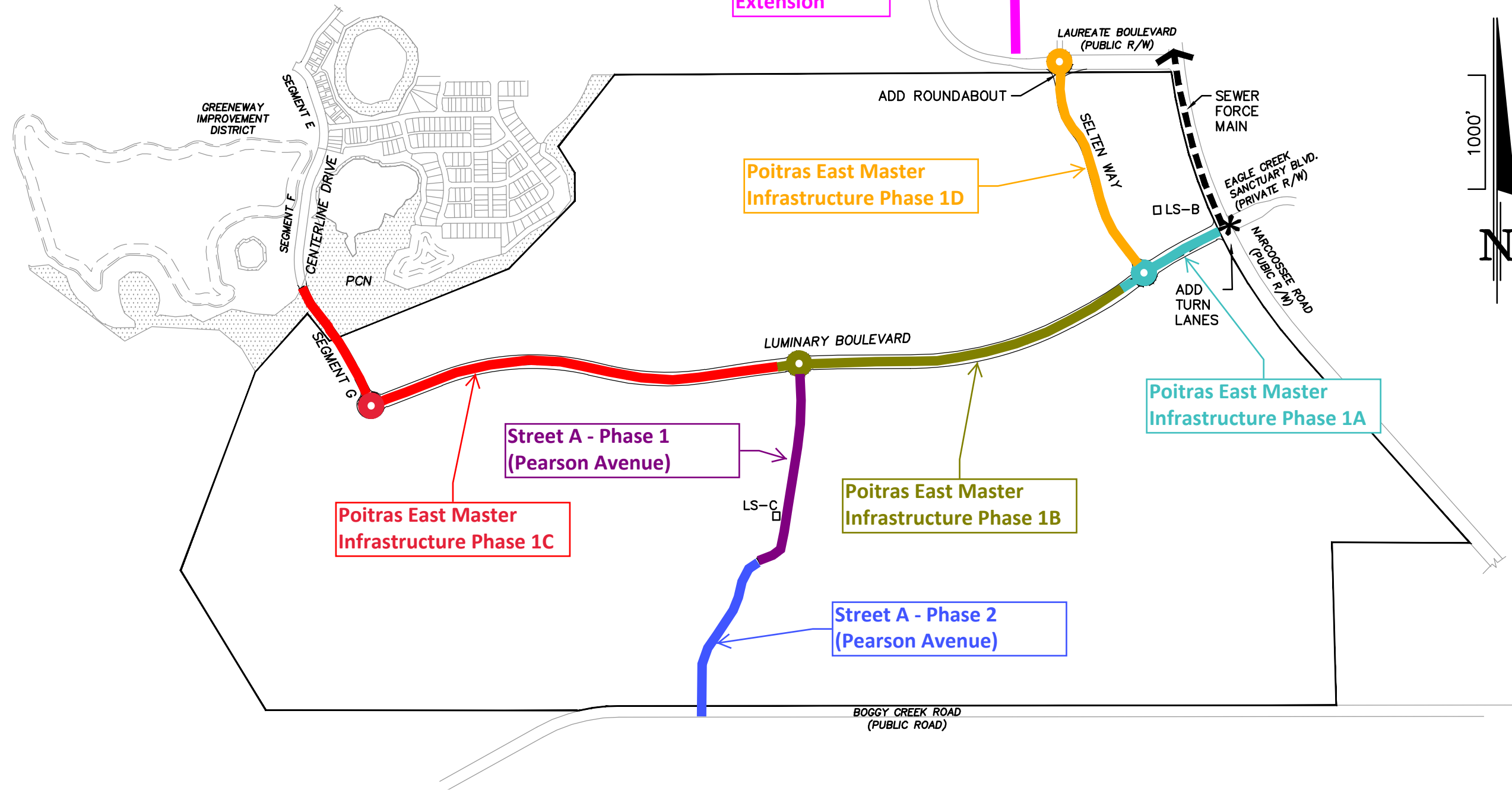
Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

Postras East Community Development District

OUC Agreement for Luminary 1A

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

- PHASE 1**
- POITRAS COMMUNITY DEVELOPMENT DISTRICT
 - = MASTER INFRASTRUCTURE IMPROVEMENTS
 - * = TRAFFIC SIGNAL
 - LS = LIFT STATION SITE



RESIDENTIAL ROADWAYS AND TRACTS ARE DIAGRAMMATIC AND SUBJECT TO CHANGE



**LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT**

Luminary

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

RECITALS

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

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

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

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

1. **RECITALS.**

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

2. OUC DUTIES.

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

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

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

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

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

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

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

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

3. **CUSTOMER DUTIES.**

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

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

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

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

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

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

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

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

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

4. **TERMS OF PAYMENT.**

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

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

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

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

5. MUTUAL AGREEMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

**POITRAS EAST
COMMUNITY
DEVELOPMENT DISTRICT**

a local unit of special-purpose

government

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF ORANGE

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

Notary Public

Printed Name Below Signature

My Commission Expires

Signed, sealed and delivered
in the presence of:

ORLANDO UTILITIES COMMISSION

Name: _____

Name: _____

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

Attorney for OUC

Date: _____

By: _____

Clint Bullock
General Manager & CEO

Attest: _____

Name: _____

Title: _____

STATE OF FLORIDA

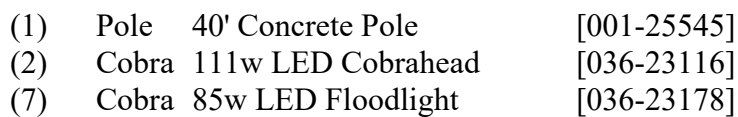
COUNTY OF ORANGE

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

Notary Public

Printed Name Below Signature

**All public roadways and easements within LUMINARY BOULEVARD PHASE 1 1A, according to the plat thereof,
as
recorded in Plat Book 104, Page 97, of the Public Records of Orange County, Florida.**



SCHEDULE 3

CURRENT PHASE UPGRADE COST PAYMENT TERMS

MONTHLY INSTALLMENT:

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

ADDITIONAL CHARGES:

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

Postras East Community Development District

Memo for Wastewater and Stormwater Needs Analysis

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

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

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

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

What constitutes “wastewater services”?

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

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

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

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

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

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

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

When must the needs analysis required be complete?

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

What happens to the needs analysis once it is complete?

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

Postras East Community Development District

Amendment to Easement Agreement

THIS IS A DONATION

Prepared by and Return to:

Tucker F. Mackie
Hopping, Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (the “**Agreement**”) made this _____ day of November, 2021 (the “**Effective Date**”), between **PR LAKE NONA PLAZA LLC**, a Delaware limited liability company, whose address is c/o Southeast Centers LLC, 1541 Sunset Drive, Suite 300, Miami, Florida 33143 (the “**Grantor**”), and **POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located within the City of Orlando, Florida, whose address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the “**Grantee**”).

WITNESSETH, that the Grantor, in consideration of the sum of \$1.00 and other valuable considerations paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to the Grantee and its assigns, a temporary, non-exclusive easement under, upon, across, above, and through the real property depicted on **Exhibit “A”** attached hereto and incorporated herein by this reference (collectively, the “**Easement Area**”) for the purposes of (i) constructing and installing a sidewalk and related facilities (e.g., curb ramp and truncated domes) to be owned and maintained by the City of Orlando (collectively, the “**Facilities**”) within the real property more specifically described on **Exhibit “B”** attached hereto and incorporated herein by this reference which also lies within the Easement Area (the “**Sidewalk Area**”) (which ownership and maintenance will be governed pursuant to a separate instrument to be executed by and between Grantor and the City of Orlando), and (ii) incidental construction activities (e.g., tie-back and grading of the road) in connection with the installation of a traffic roundabout (the “**Roundabout**”) at the intersection of Laureate Boulevard and Selten Way in Orange County, Florida, and with full authority to enter upon the Easement Area to excavate, construct and install the Facilities and the incidental construction activities for the Roundabout, as the Grantee and its assigns may deem necessary. Until such time that the Facilities are dedicated to and accepted by the City of Orlando, Grantee, at Grantee’s expense, shall maintain the Easement Area (including the Facilities). The initial construction of the Facilities and Roundabout shall be at the sole cost and expense of Grantee.

TO HAVE AND TO HOLD said easement unto said Grantee until terminated in accordance with other provisions of the Agreement..

THE GRANTEE shall make all commercially reasonable efforts to direct its employees, contractors, consultants and agents to undertake all work in the Easement Area in a safe and prudent manner, and in such manner that the normal, orderly construction and operation of any adjacent property is not unreasonably disturbed. Grantee, its successors, assigns, employees, contractors, subcontractors, laborers, consultants, agents, licensees, guests and invitees shall not make any use of the Easement Area which is or would be a nuisance or unreasonably detrimental to the construction, use or operation of any adjacent property, or that would weaken, diminish or impair the lateral or subjacent support to any improvement located or to be constructed on any adjacent property. Further, Grantee shall comply with all applicable federal, state, and county laws, regulations and ordinances, and such permits that the Grantee requires, with respect to the construction and installation of the Facilities within the Sidewalk Area and Grantee’s exercise of its rights hereunder within the Easement Area. Further, Grantee shall comply with

Grantor's policies that are applicable to Grantee's activities under this easement to the extent such policies do not unreasonably impair Grantee's right provided herein.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear, out of and away from the Easement Area, all trees, undergrowth and other obstructions that may interfere with the construction and installation of the Facilities placed within the Sidewalk Area by the Grantee and its assigns.

THE GRANTOR retains the right to use, access and enjoy and to permit others to use, access and enjoy the Easement Area for any purpose whatsoever that will not unreasonably interfere with the Grantee's rights provided herein.

THE GRANTOR, its successors and assigns, shall not build, construct, or create, nor permit others to build, construct, or create, any buildings or other structures on the Easement Area that may interfere with the normal operation or maintenance of the Facilities.

THE GRANTEE shall repair any damage to any property, facilities (including the Facilities), or improvements of the Grantor located in the Easement Area or adjacent thereto, including without limitation parking areas, driveways, walkways, recreational facilities and landscaping, if such damage is incident to Grantee's use of the Easement Area.

THE GRANTEE shall not knowingly discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

THE GRANTEE shall not permit any construction, mechanic's lien or encumbrance (a "**Construction Lien**") against the Easement Area or any other Grantor property in connection with the exercise of the Grantee's rights hereunder. In the event such a Construction Lien attaches, Grantee shall promptly upon becoming aware of such Construction Lien notify Grantor in writing thereof and pay (or bond off) said Construction Lien in order to remove same as an encumbrance against the Easement Area at Grantee's sole cost and expense within thirty (30) days after Grantee acquires knowledge of the existence of such Construction Lien.

THE GRANTEE shall exercise its rights and privileges hereunder at its own risk and expense. Throughout the term of this Agreement, Grantee, at its sole cost and expense, shall promptly repair any damage to the Easement Area or any other property of Grantor, to the extent such damage is caused by Grantee, its affiliates and designees. The parties hereby acknowledge that the Grantee, as a governmental entity, self-insures its general liability, automobile liability and worker's compensation exposure(s). Through the term of this Agreement, Grantee shall ensure that any contractors (and their subcontractors, employees and materialmen) performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming the Grantor as an additional insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by the Grantor. Nothing herein shall be construed as a waiver of Grantee's sovereign immunity beyond that provided under Section 768.28, Florida Statutes, as same may be amended from time to time. Furthermore, nothing in this Agreement operates to allow a claim otherwise barred by sovereign immunity or other operation of law. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by §768.28, Florida Statutes, and without waiving the limits of liability established under Florida law, each party hereby agrees to indemnify and hold harmless (the "**Indemnifying Party**") the other party, its officers, staff,

elected and appointed officials or employees from and against any and all actions, causes of action, claims, demands, liabilities, judgments, costs, expenses whatsoever (including, without limitation attorneys' fees at trial and appellate levels) to the extent arising out of the negligent acts or omissions or intentional misconduct of such Indemnifying Party's officers, staff, elected and appointed officials or employees or the exercise by such Indemnifying Party or its agents, employees, elected and appointed officials of the rights and obligations set forth herein. The terms of this paragraph shall survive any termination of this Agreement.

The easement set forth in this Agreement shall be solely for the benefit of Grantee, for the purpose expressly provided for herein and for no other purpose. Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.

The acceptance of this easement by Grantee, as evidenced by the recordation of same in the Public Records of Orange County, Florida, or the entry onto the easement area by Grantee, its agents or assigns, for the purposes of this easement shall constitute Grantee's agreement to be bound by the terms hereof.

Subject to the other provisions hereof, this Agreement may not be amended or modified except by written agreement executed by Grantor and Grantee, their respective successors and assigns.

Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes. Any judgment or decree rendered in any such actions or proceedings shall include the award of attorneys' fees, costs, and expenses, as just described. The terms of this paragraph shall survive the termination of this Agreement.

This Agreement shall be construed in accordance with the laws of the United States of America and the State of Florida. Venue for any proceeding brought hereunder shall be Orange, County, Florida.

This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantee, Grantor, and their respective successors and assigns. The rights, privileges and easements granted and conveyed hereunder shall be a burden upon the Easement Area and exist for the benefit of and shall run with title to the applicable property.

The Grantee may not assign its rights and obligations under this Agreement to any person or entity without the prior written consent of the Grantor, which may not be unreasonably withheld, conditioned or delayed. If the Easement Area or any portion thereof is conveyed, platted or otherwise dedicated to and accepted by the City of Orlando or Orange County, Florida preserving the easement rights created hereunder, this Agreement shall automatically terminate as to the Easement Area or any portion thereof being platted or otherwise dedicated.

This Agreement, and all easement rights hereunder, shall automatically terminate upon the earlier to occur of: (i) completion of construction of the Roundabout as evidenced by the issuance of a final certificate of completion or occupancy, or their equivalent, by the permitting authority(ies) and upon the dedication and acceptance of the Facilities by the City of Orlando, or (ii) a termination notice executed by the Grantee is recorded in the Public Records of Orange County, Florida, or (iii) two (2) years after the Effective Date, without any further action being required by any party, or (iii) if the easement shall be

abandoned by Grantee for a period of more than one (1) year. Upon any such termination event and receipt of a written request by one party to the other, the parties shall execute and record a release and termination of this Agreement in the public records within thirty (30) days after receipt of such written request. Upon any such termination all rights and privileges herein granted to Grantee shall cease and shall revert to Grantor.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be executed on the dates provided below.

Witnesses:

Signed, sealed and delivered in the presence of the following witnesses:

Print Name: _____

Print Name: _____

“GRANTOR”

PR LAKE NONA PLAZA LLC,
a Delaware limited liability company

By: PRISA LHC, LLC, its member

By: _____
Name: _____
Title: _____

STATE OF _____)
_____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of November, 2021 by _____, as _____ of PRISA LHC, LLC, member of **PR LAKE NONA PLAZA, LLC**, a Delaware limited liability company, on behalf of said companies, who is personally known to me or has produced _____ as identification (if left blank, then personally known to me).

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

“GRANTEE”

Signed, sealed and delivered in the
presence of the following witnesses:

**POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT,**
a local unit of special-purpose government
established pursuant to Chapter 190, Florida
Statutes, and located within the City of
Orlando, Florida

Print Name: _____

Print Name: _____

By: _____
Richard Levey, Chairperson

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

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of November, 2021, by Richard Levey, as Chairperson of the **POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located within the City of Orlando, Florida, on behalf of the district, who is personally known to me or has provided _____ as identification (if left blank, then personally known to me).

(Signature of Notary Public)

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

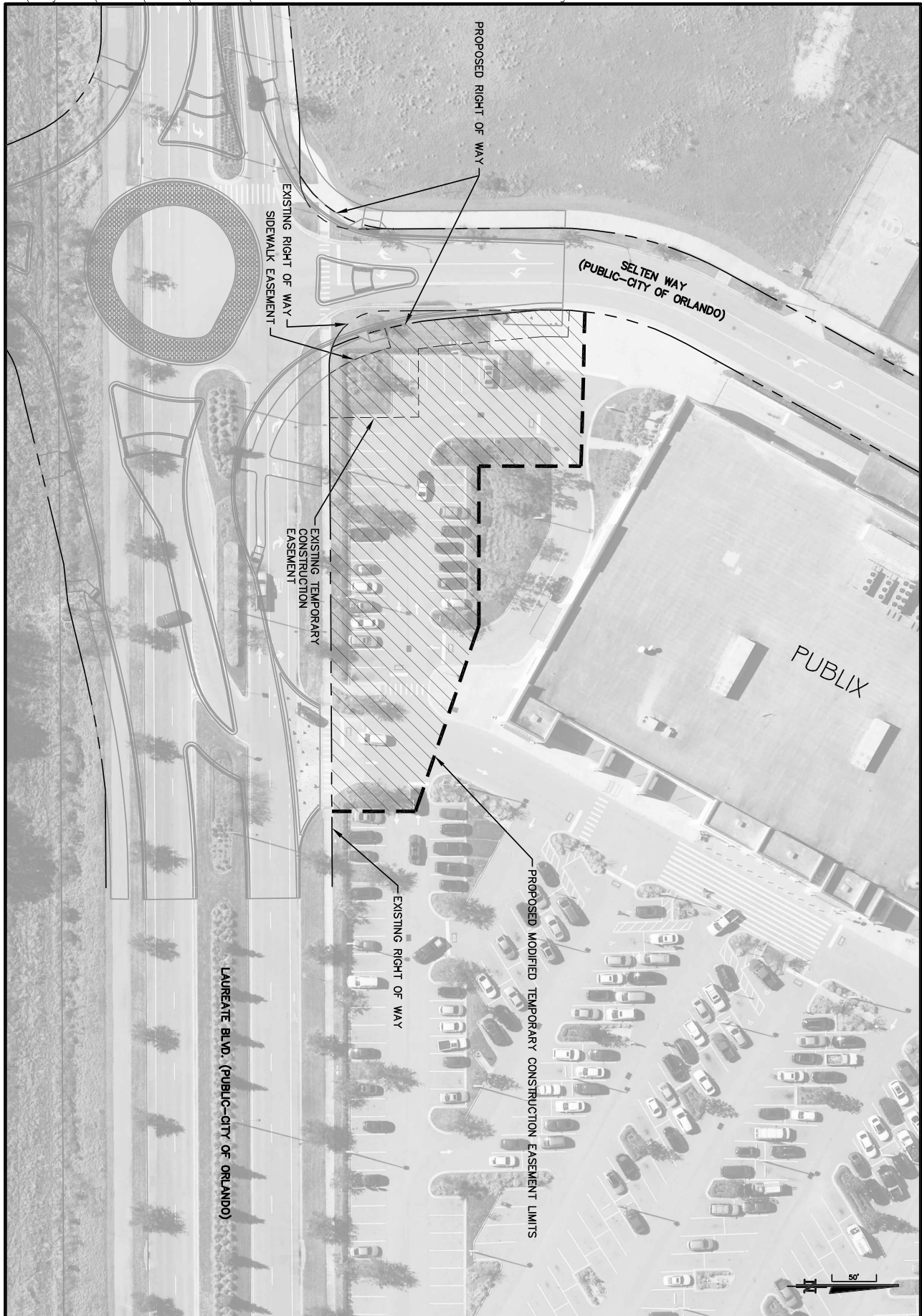


Exhibit A
Easement Area

TEMPORARY CONSTRUCTION
EASEMENT MODIFICATION

CITY OF ORLANDO, FLORIDA



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4068

DRAWN BY: <u>DAM</u>	JOB NO. <u>17137</u>	SCALE <u>1"=50'</u>	SHEET <u>1</u> OF <u>1</u>	DATE <u>11/09/2021</u>
CHECKED BY: <u>GRR</u>				

DATE	BY	DESCRIPTION			
		REVISIONS			

Exhibit B

Sidewalk Area

SKETCH OF DESCRIPTION

SEE SHEETS 1 FOR SKETCH

DESCRIPTION:

That part of Lot 1, LAKE NONA SOUTH PARCEL 30, according to the plat thereof, as recorded in Plat Book 76, Pages 93 and 94, of the Public Records of Orange County, Florida, described as follows:

Commence at the Southeast corner of said Lot 1; thence S89°41'29"W along the South line of said Lot 1, for a distance of 675.19 feet to the POINT OF BEGINNING; thence continue S89°41'29"W along said South line, 5.17 feet to the point of curvature of a curve concave Northerly having a radius of 30.00 feet and a chord bearing of N80°46'35"W; thence Westerly along said South line and the arc of said curve through a central angle of 19°03'52" for a distance of 9.98 feet to a non-tangent curve concave Easterly having a radius of 196.00 feet and a chord bearing of N18°59'53"W; thence departing said South line run Northerly along the arc of said curve through a central angle of 09°22'27" for a distance of 32.07 feet to a non-tangent line; thence N73°28'46"E, 11.01 feet to a non-tangent curve concave Easterly having a radius of 185.00 feet and a chord bearing of S16°03'48"E; thence Southerly along the arc of said curve through a central angle of 03°46'04" for a distance of 12.17 feet to the point of compound curvature of a curve concave Northeasterly having a radius of 90.00 feet and a chord bearing of S26°14'34"E; thence Southeasterly along the arc of said curve through a central angle of 16°35'29" for a distance of 26.06 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

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

NOTES:

- This is not a survey.
- Not valid without the original signature and seal of a Florida licensed surveyor and mapper.
- Bearings based on the South line of Lot 1, LAKE NONA SOUTH PARCEL 30, (Plat Book 76, Pages 93 & 94) as being S89°41'29"W, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, as established from National Geodetic Survey control points "Lance" (PID A02445), Northing 1477081.39, Easting 575759.46, and "GIS 0242 Burl" (PID AK7236), Northing 1467711.44, Easting 582877.80.
- The features and linework shown hereon are in grid position, relative to National Geodetic Survey control point "Lance" (PID A02445), Northing 1477081.39, Easting 575759.46 Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average combined scale factor: 0.99994883912 (1.00005116349757). All dimensions are Grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- The configuration of this sketch of description is based on information provided to DWMA.

PREPARED FOR:

TDCP, LLC

LAKE NONA SOUTH
PARCEL 30 LOT 1 - SIDEWALK EASEMENT



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. L368

DRAWN BY: PH	CHECKED BY: SG	JOB NO.	SCALE	SHEET 2
DATE: 8/2019	DATE: 8/2019	17137	N/A	OF 2

LEGEND

DWMA DONALD W. MCINTOSH ASSOCIATES, INC.
CS# SKETCH NUMBER
SECTION 30-24-31 SECTION 30- TOWNSHIP 24 SOUTH
- RANGE 31 EAST
L1 LINE NUMBER (SEE TABLE)
C1 CURVE NUMBER (SEE TABLE)
R/W RIGHT-OF-WAY
PB PLAT BOOK
PC POINT OF CURVATURE
PCC POINT OF COMPOUND CURVATURE
NT NON-TANGENT
PT POINT OF TANGENCY
PG(S) PAGE(S)
POB POINT OF BEGINNING

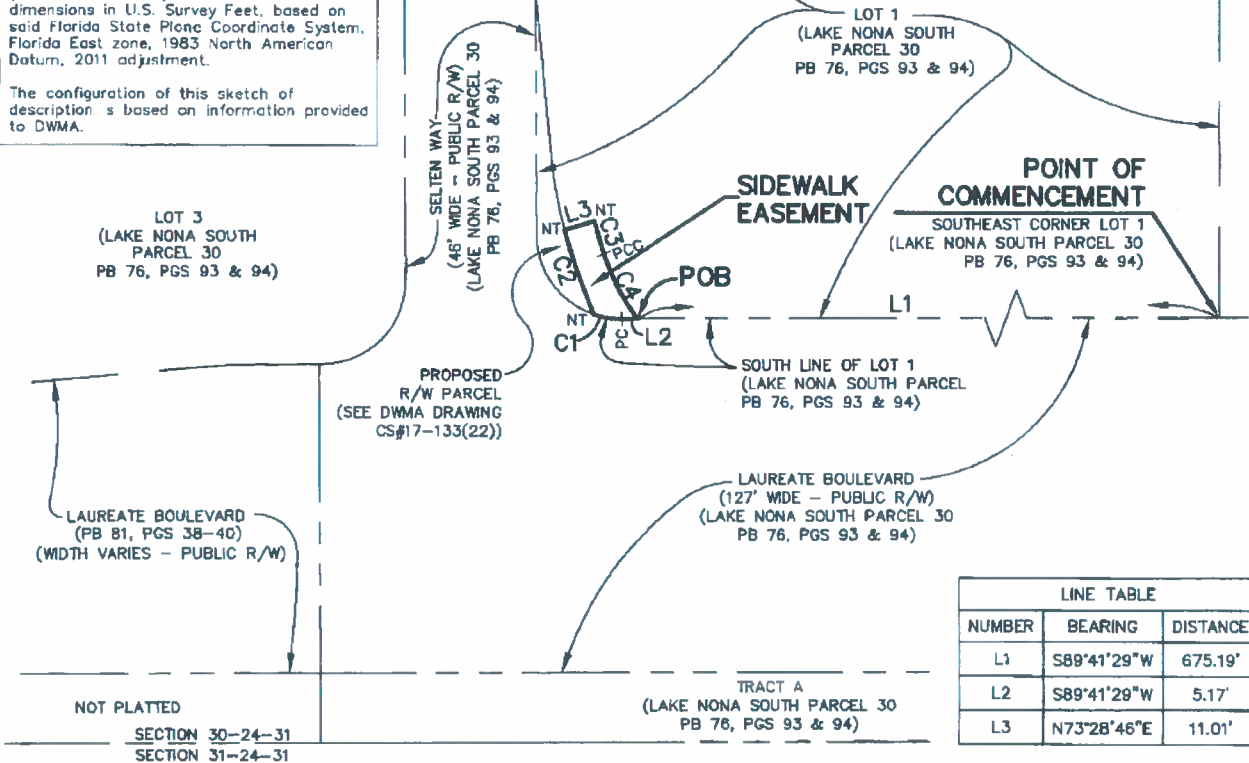
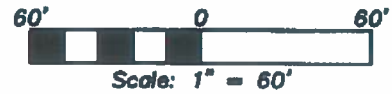
SKETCH OF DESCRIPTION

SEE SHEET 2 FOR NOTES, LEGEND AND LEGAL DESCRIPTION.

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

The features and linework shown hereon are relative to Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average combined scale factor: 0.99994883912 (1.00005116349757). All dimensions are Grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.

The configuration of this sketch of description is based on information provided to DWMA.



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S89°41'29"W	675.19'
L2	S89°41'29"W	5.17'
L3	N73°28'46"E	11.01'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	30.00'	19°03'52"	9.98'	9.94'	N80°46'35"W
C2	196.00'	9°22'27"	32.07'	32.03'	N18°59'53"W
C3	185.00'	3°46'04"	12.17'	12.16'	S16°03'48"E
C4	90.00'	16°35'29"	26.08'	25.97'	S26°14'34"E

PREPARED FOR:

TDCP, LLC

LAKE NONA SOUTH
PARCEL 30 LOT 1 - SIDEWALK EASEMENT

02/19/21

RIS

REVISED SKETCH AND LEGAL

DATE

BY

DESCRIPTION

REVISIONS



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Grossman February 19, 2021

Florida Registered Surveyor and Mapper

Certificate No. 5048

NOT VALID WITHOUT THE ORIGINAL SIGNATURE
AND SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

DRAWN BY: PH

DATE: 8/2019

CHECKED BY: SG

DATE: 8/2019

JOB NO.

17137

SCALE

1"=60'

SHEET 1

OF 2

Postras East Community Development District

**Requisition Nos. 2020-84 – 2020-91 Paid in
October 2021 in an amount totaling \$414,757.66**

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 October 1, 2021 through October 31, 2021. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
S2020-84	Donald W McIntosh Associates	\$34,934.34
S2020-85	Hopping Green & Sams	\$1,548.90
S2020-86	Florida Industrial Electric	\$18,902.22
S2020-87	Boggy Creek Improvement District	\$57.25
S2020-88	GAI Consultants	\$2,225.25
S2020-89	Jr. Davis Construction Co.	\$350,444.26
S2020-90	Forterra	\$4,895.44
S2020-91	Oldcastle	\$1,750.00
		\$414,757.66

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

DATE:	October 1, 2021	REQUISITION NO:	84
PAYEE:	Donald W McIntosh Associates Inc	AMOUNT DUE:	\$34,934.34
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none">• Invoice 41634 for Project 18124 (Poitras East CDD) Engineering Services Through 09/10/2021 – \$9,236.89• Invoice 41637 for Project 20695 (Pearson Avenue (Street A) – Phase 2) Engineering Services Through 09/10/2021 – \$17,462.10• Invoice 41640 for Project 21555 (Poitras East Master Infrastructure Phase 1C) Engineering Services Through 09/10/2021 – \$2,960.50• Invoice 41641 for Project 21556 (Poitras East Master Infrastructure Phase 1D) Engineering Services Through 09/10/2021 – \$3,675.35• Invoice 41642 for Project 21557 (Poitras East Off-Site Force Main) Engineering Services Through 09/10/2021 – \$1,599.50		

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

DATE:	October 1 2021	REQUISITION NO:	85
PAYEE:	Hopping Green & Sams	AMOUNT DUE:	\$1,548.90
ADDRESS:	119 S. Monroe Street, Ste. 300 PO Box 6526 Tallahassee, FL 32314	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 125218 for Project Construction Legal Services Through 08/31/2021		

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

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

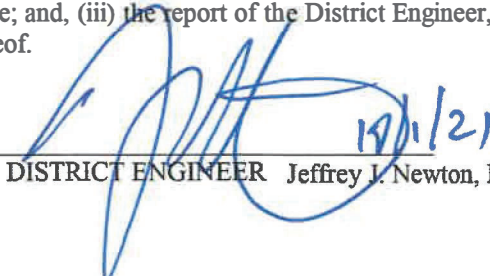


DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

DATE:	October 8, 2021	REQUISITION NO:	86
PAYEE:	Florida Industrial Electric	AMOUNT DUE:	\$18,902.22
ADDRESS:	104 Commerce Street Lake Mary, FL 32746	D:	<u>Acquisition/Construction</u>
ITEM:	Pay Application #3 for Project 13010 (Traffic Signal Improvements at Narcoossee Rd and Luminary Blvd) Through 09/25/2021		

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

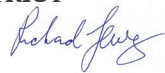
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will 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:  10/12/21
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 8:25 am, Oct 13, 2021

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

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

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

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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY: 
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

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

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

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

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

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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  10/20/21
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

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

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

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

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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

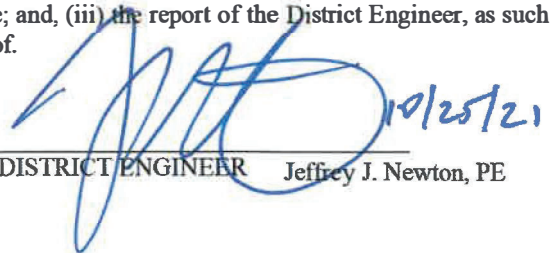
BY: _____
CHAIRMAN or VICE CHAIRMAN



DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: _____
DISTRICT ENGINEER Jeffrey J. Newton, PE



10/25/21

RECEIVED

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

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

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

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

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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

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

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

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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

RECEIVED

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

Postras East Community Development District

**Operation and Maintenance Expenditure Paid in
October 2021 in an amount totaling \$9,235.13**

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 October 1, 2021 through October 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$9,235.13**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Poitras East CDD
AP Check Register (Current by Bank)
Check Dates: 10/1/2021 to 10/31/2021

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: FCB - FLORIDA COMMUNITY BANK					001-101-0000-00-01
1215	10/06/21	M	DONMC	Donald W McIntosh Associates	\$631.50
1216	10/06/21	M	HGS	Hopping Green & Sams	\$1,725.63
1217	10/06/21	M	PFMGC	PFM Group Consulting	\$2,941.64
1218	10/15/21	M	DEO	Department of Economic Opportu	\$175.00
1219	10/15/21	M	ORLSEN	Orlando Sentinel	\$3,291.81
1220	10/15/21	M	S811	Sunshine 811	\$5.04
1221	10/21/21	M	USIC	USIC Locating Services	\$369.00
1222	10/26/21	M	PFMGC	PFM Group Consulting	\$95.51
BANK FCB REGISTER TOTAL:					<u>\$9,235.13</u>
GRAND TOTAL :					<u>\$9,235.13</u>

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date); "A" - Application; "E" - EFT

** Denotes broken check sequence.

Poitras East Community Development District

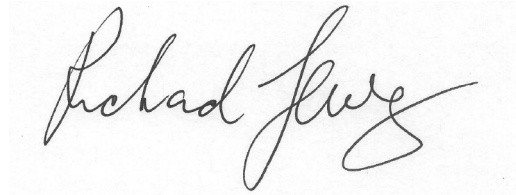
Payment Authorization #124

10/1/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Donald W McIntosh Associates Engineering Services Through 09/10/2021	41633	\$ 631.50	FY 2021
2	Hopping Green & Sams General Counsel Through 08/31/2021	125217	\$ 1,725.63	FY 2021
3	PFM Group Consulting DM Fee: September 2021 FY 2022 Tax Roll August Reimbursables	DM-09-2021-44 FY22-TR-0024 OE-EXP-09-34	\$ 2,916.63 \$ 7,500.00 \$ 25.01	FY 2021 FY 2022 FY 2021

TOTAL \$ 12,798.77

5,298.77	FY 2021
7,500.00	FY 2022



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

RECEIVED
By Amanda Lane at 1:07 pm, Oct 01, 2021

Postras East Community Development District

Payment Authorization #125

10/8/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Berman Construction October Administrator & Irrigation Specialist	15113	\$ 1,000.00	FY 2022
2	Department of Economic Opportunity FY 2022 Special District Fee	85433	\$ 175.00	FY 2022
3	Orlando Sentinel Legal Advertising on 08/03/2021 (Ad: 6992838) Legal Advertising on 08/27/2021 (Ad: 7025374)	OSC40504381 OSC41452622	\$ 2,851.80 \$ 440.01	FY 2021 FY 2021
4	Sunshine 811 September Tickets	PS-INV1003336	\$ 5.04	FY 2021

TOTAL

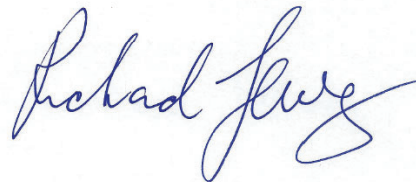
\$ 4,471.85

3,296.85

FY 2021

1,175.00

FY 2022



Chairperson

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

RECEIVED

By Amanda Lane at 9:25 am, Oct 09, 2021

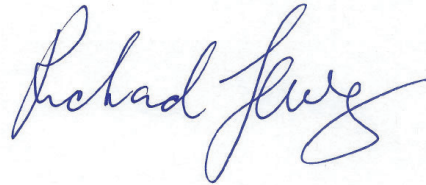
Postras East Community Development District

Payment Authorization #126

10/15/2021

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

369.00	FY 2021
-	FY 2022



Chairperson

RECEIVED

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

Postras East Community Development District

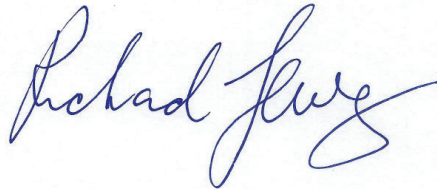
Payment Authorization #127

10/22/2021

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

TOTAL \$ 3,212.18

95.51	FY 2021
3,116.67	FY 2022



Chairperson

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

RECEIVED

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

Postras East Community Development District

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

Postras East Community Development District

District's Financial Position and Budget to Actual YTD

Poitras East CDD
Statement of Financial Position
As of 10/31/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>Assets</u>				
<u>Current Assets</u>				
General Checking Account	\$6,667.23			\$6,667.23
Alleyway & Infrastructure Capital Res.	24,978.84			24,978.84
Series 2020 Debt Service Reserve		\$332,826.14		332,826.14
Series 2020 Interest		19.94		19.94
Series 2020 Acquisition/Construction			\$0.01	0.01
Total Current Assets	<u>\$31,646.07</u>	<u>\$332,846.08</u>	<u>\$0.01</u>	<u>\$364,492.16</u>
Total Assets	<u><u>\$31,646.07</u></u>	<u><u>\$332,846.08</u></u>	<u><u>\$0.01</u></u>	<u><u>\$364,492.16</u></u>
<u>Liabilities and Net Assets</u>				
<u>Current Liabilities</u>				
Accounts Payable	\$19,793.05			\$19,793.05
Accounts Payable			\$120,257.37	120,257.37
Total Current Liabilities	<u>\$19,793.05</u>	<u>\$0.00</u>	<u>\$120,257.37</u>	<u>\$140,050.42</u>
Total Liabilities	<u><u>\$19,793.05</u></u>	<u><u>\$0.00</u></u>	<u><u>\$120,257.37</u></u>	<u><u>\$140,050.42</u></u>
<u>Net Assets</u>				
Net Assets, Unrestricted	\$35,556.02			\$35,556.02
Current Year Net Assets - General Government	(23,703.00)			(23,703.00)
Net Assets, Unrestricted		\$296,780.20		296,780.20
Current Year Net Assets, Unrestricted		36,065.88		36,065.88
Net Assets, Unrestricted			(\$410,147.14)	(410,147.14)
Current Year Net Assets, Unrestricted			289,889.78	289,889.78
Total Net Assets	<u><u>\$11,853.02</u></u>	<u><u>\$332,846.08</u></u>	<u><u>(\$120,257.36)</u></u>	<u><u>\$224,441.74</u></u>
Total Liabilities and Net Assets	<u><u>\$31,646.07</u></u>	<u><u>\$332,846.08</u></u>	<u><u>\$0.01</u></u>	<u><u>\$364,492.16</u></u>

Postras East CDD
Statement of Activities
As of 10/31/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>Revenues</u>				
Debt Proceeds		\$36,065.88		\$36,065.88
Debt Proceeds			\$414,757.66	414,757.66
Total Revenues	<u>\$0.00</u>	<u>\$36,065.88</u>	<u>\$414,757.66</u>	<u>\$450,823.54</u>
<u>Expenses</u>				
Supervisor Fees	\$200.00			\$200.00
D&O Insurance	2,506.00			2,506.00
Trustee Services	5,648.38			5,648.38
Management	2,916.67			2,916.67
Engineering	250.00			250.00
Assessment Administration	7,500.00			7,500.00
Bank Fees	25.00			25.00
Web Site Maintenance	125.00			125.00
Dues, Licenses, and Fees	175.00			175.00
General Insurance	3,064.00			3,064.00
Liftstation Maintenance	295.00			295.00
Personnel Leasing Agreement	1,000.00			1,000.00
Engineering			\$2,286.25	2,286.25
Legal Advertising			57.25	57.25
Property & Casualty			22,459.00	22,459.00
Contingency			100,065.38	100,065.38
Total Expenses	<u>\$23,705.05</u>	<u>\$0.00</u>	<u>\$124,867.88</u>	<u>\$148,572.93</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>				
Interest Income	\$2.05			\$2.05
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$2.05</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2.05</u>
Change In Net Assets	(\$23,703.00)	\$36,065.88	\$289,889.78	\$302,252.66
Net Assets At Beginning Of Year	<u>\$35,556.02</u>	<u>\$296,780.20</u>	<u>(\$410,147.14)</u>	<u>(\$77,810.92)</u>
Net Assets At End Of Year	<u><u>\$11,853.02</u></u>	<u><u>\$332,846.08</u></u>	<u><u>(\$120,257.36)</u></u>	<u><u>\$224,441.74</u></u>

Poitras East CDD
Budget to Actual
For the Month Ending 10/31/2021

	Year To Date			FY 2022	
	Actual	Budget	Variance	Adopted Budget	Percentage
<u>Revenues</u>					
On-Roll Assessments	\$ -	\$ 30,102.08	\$ (30,102.08)	\$ 361,225.00	0.00%
Net Revenues	\$ -	\$ 30,102.08	\$ (30,102.08)	\$ 361,225.00	0.00%
<u>General & Administrative Expenses</u>					
Supervisor Fees	\$ 200.00	\$ 400.00	\$ (200.00)	\$ 4,800.00	4.17%
D&O Insurance	2,506.00	250.00	2,256.00	3,000.00	83.53%
Trustee Services	5,648.38	500.00	5,148.38	6,000.00	94.14%
Management	2,916.67	2,916.67	-	35,000.00	8.33%
Engineering	250.00	1,000.00	(750.00)	12,000.00	2.08%
Dissemination Agent	-	416.67	(416.67)	5,000.00	0.00%
District Counsel	-	2,083.33	(2,083.33)	25,000.00	0.00%
Assessment Administration	7,500.00	625.00	6,875.00	7,500.00	100.00%
Reamortization Schedules	-	20.83	(20.83)	250.00	0.00%
Audit	-	500.00	(500.00)	6,000.00	0.00%
Travel and Per Diem	-	25.00	(25.00)	300.00	0.00%
Telephone	-	4.17	(4.17)	50.00	0.00%
Postage & Shipping	-	41.67	(41.67)	500.00	0.00%
Copies	-	83.33	(83.33)	1,000.00	0.00%
Legal Advertising	-	1,041.67	(1,041.67)	12,500.00	0.00%
Bank Fees	25.00	15.00	10.00	180.00	13.89%
Miscellaneous	-	843.33	(843.33)	10,120.00	0.00%
Office Supplies	-	20.83	(20.83)	250.00	0.00%
Web Site Maintenance	125.00	225.00	(100.00)	2,700.00	4.63%
Holiday Decorations	-	416.67	(416.67)	5,000.00	0.00%
Dues, Licenses, and Fees	175.00	14.58	160.42	175.00	100.00%
Total General & Administrative Expenses	\$ 19,346.05	\$ 11,443.75	\$ 7,902.30	\$ 137,325.00	14.09%
<u>Field Operations</u>					
Electric Utility Services					
Electric	\$ -	\$ 416.67	\$ (416.67)	\$ 5,000.00	0.00%
Water-Sewer Combination Services					
Water Reclaimed	-	833.33	(833.33)	10,000.00	0.00%
Other Physical Environment					
General Insurance	3,064.00	275.00	2,789.00	3,300.00	92.85%
Property & Casualty Insurance	-	208.33	(208.33)	2,500.00	0.00%
Other Insurance	-	8.33	(8.33)	100.00	0.00%
Irrigation Repairs	-	833.33	(833.33)	10,000.00	0.00%
Landscaping Maintenance & Material	-	6,250.00	(6,250.00)	75,000.00	0.00%
Tree Trimming	-	416.67	(416.67)	5,000.00	0.00%
Flower & Plant Replacement	-	833.33	(833.33)	10,000.00	0.00%
Contingency	-	2,500.00	(2,500.00)	30,000.00	0.00%
Road & Street Facilities					
Entry and Wall Maintenance	-	250.00	(250.00)	3,000.00	0.00%
Hardscape Maintenance	-	416.67	(416.67)	5,000.00	0.00%
Alleyway Maintenance	-	833.33	(833.33)	10,000.00	0.00%
Streetlights	-	1,250.00	(1,250.00)	15,000.00	0.00%
Accent Lighting	-	41.67	(41.67)	500.00	0.00%
Liftstation Maintenance	295.00	208.33	86.67	2,500.00	11.80%
Parks & Recreation					
Personnel Leasing Agreement	1,000.00	1,000.00	-	12,000.00	8.33%
Reserves					
Infrastructure Capital Reserve	-	1,666.67	(1,666.67)	20,000.00	0.00%
Alleyway Reserve	-	416.67	(416.67)	5,000.00	0.00%
Total Field Operations Expenses	\$ 4,359.00	\$ 18,658.33	\$ (14,299.33)	\$ 223,900.00	1.95%
Total Expenses	\$ 23,705.05	\$ 30,102.08	\$ (6,397.03)	\$ 361,225.00	6.56%
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$ 2.05	\$ -	\$ 2.05	\$ -	
Total Other Revenues (Expenses) & Gains (Losses)	\$ 2.05	\$ -	\$ 2.05	\$ -	
Net Income (Loss)	\$ (23,703.00)	\$ -	\$ (23,703.00)	\$ -	