

# Postras East Community Development District

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

<http://poitrastcdd.com/>

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The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Postras East Community Development District ("District"), scheduled to be held at **3:00 p.m. on Tuesday, September 19, 2023, 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 August 15, 2023, Board of Supervisors' Meeting**  
*(provided under separate cover)*

### Business Matters

- 2. **Consideration of Fiscal Year 2023 Audit Engagement Letter with Grau & Associates**
- 3. **Consideration of Agreement for Environmental Permitting Services with AECOM Technical Services, Inc. (Luminary Boulevard Extension and Jim Branch Creek Culvert Crossing)**
- 4. **Consideration of Agreement for Geotechnical Engineering Services with Yovaish Engineering Services, LLC (Luminary Boulevard Extension and Jim Branch Creek Culvert Crossing)**
- 5. **Ratification of Operation and Maintenance Expenditures Paid in August 2023 in an amount totaling \$22,396.62**
- 6. **Ratification of Requisition Nos. 2020-261 – 2020-267 Paid in August 2023 in an amount totaling \$42,102.35**
- 7. **Recommendation of Work Authorization/Proposed Services *(if applicable)***
- 8. **Review of District's Financial Position and Budget to Actual YTD**

### Other Business

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

### Adjournment



# **Postras East Community Development District**

**Minutes of the August 15, 2023,  
Board of Supervisors' Meeting**  
*(provided under separate cover)*

**Postras East  
Community Development District**

**Fiscal Year 2023 Audit Engagement Letter  
with Grau & Associates**



# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

August 29, 2023

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

We are pleased to confirm our understanding of the services we are to provide Poitras East Community Development District, Orange County, Florida ("the District") for the fiscal year ended September 30, 2023, with the option of three (3) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund (general, debt service, capital projects, and special revenue funds), including the related notes to the financial statements, which collectively comprise the basic financial statements of Poitras East Community Development District as of and for the fiscal year ended September 30, 2023, with the option of three (3) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2023 audit.

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

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

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

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

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

## Audit Objectives

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

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



**Examination Objective**

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

**Other Services**

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

**Management Responsibilities**

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

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

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

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

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

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

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

#### **Audit Procedures—General**

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

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

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

#### **Audit Procedures—Internal Control**

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

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

#### **Audit Procedures—Compliance**

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

#### **Engagement Administration, Fees, and Other**

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

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

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

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

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

This agreement provides for a contract period of one (1) year with the option of three (3) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$7,100 for the September 30, 2023. The fees for the fiscal years, 2024, 2025 and 2026 will not exceed \$7,200, \$7,300 and \$7,400, respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis. We acknowledge that the District must submit its annual Audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year. Accordingly, we will deliver a draft audit to the District no later than May 1, 2024. All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2023 must be provided to us no later than January 15, 2024, in order for us to deliver a draft audit to the District no later than May 1, 2024. If the draft is timely reviewed by management, the final audit will be provided no later than June 1, 2024.

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

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

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

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

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

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

Very truly yours,

Grau & Associates



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Antonio J. Grau

RESPONSE:

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**FICPA Peer Review Program**  
Administered in Florida  
by The Florida Institute of CPAs



Peer Review  
Program

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

**March 17, 2023**

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

**Dear Antonio Grau:**

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

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

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

**Peer Review Team**  
**FICPA Peer Review Committee**

**850.224.2727, x5957**

**cc: Daniel Hevia, Racquel McIntosh**

**Firm Number: 900004390114**

**Review Number: 594791**

# **Postras East Community Development District**

**Agreement for Environmental Permitting Services  
with AECOM Technical Services, Inc.  
(Luminary Boulevard Extension and  
Jim Branch Creek Culvert Crossing)**

**AGREEMENT BETWEEN THE POITRAS EAST COMMUNITY DEVELOPMENT  
DISTRICT AND AECOM TECHNICAL SERVICES, INC., FOR ENVIRONMENTAL  
PERMITTING SERVICES  
(LUMINARY BOULEVARD AND JIM BRANCH CREEK CROSSING)**

**THIS AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between:

**POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida, with a mailing address of 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida, 32817 (“**District**”); and

**AECOM TECHNICAL SERVICES, INC.**, a Florida corporation, with a mailing address of 150 N. Orange Avenue, Orlando, Florida, 32801 (the “**Contractor**”).

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure improvements and recreational facilities; and

**WHEREAS**, the District has a need to retain a professional to provide certain environmental permitting services, as described in more detail herein and in **Exhibit A**, which is attached hereto and incorporated herein by reference (the “**Services**”); and

**WHEREAS**, the Contractor represents that it is licensed, qualified and capable of providing the such services and has agreed to provide such services for the District in accordance with the terms of this Agreement; and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Contractor of the sums of money herein specified, it is mutually covenanted and agreed as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.** The duties, obligations, and responsibilities of the Contractor are to provide the Services and the labor and materials described in the proposal dated July 12, 2023, attached hereto as **Exhibit A**. Contractor shall coordinate the Services with other contractors performing work for the District. Should any

questions arise as to the coordination required, the Contractor shall consult with the District's engineer. Additionally:

- A. The Contractor shall report directly to the District's engineer. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth herein. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- B. This Agreement grants to Contractor the right to enter the District lands which are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- C. The District is relying on the Contractor as the expert in this field. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.

**SECTION 3. PAYMENT FOR SERVICES.** Contractor shall perform the Services identified in Section 2 herein in exchange for payment of the total sum of Sixteen Thousand Dollars (**\$16,000.00**) ("Payment"). Such Payment shall be due upon completion of the Services and submission of a final invoice as set forth herein. This Payment includes, but is not limited to, all permits, parts, materials and labor necessary to complete the Services as described herein. Contractor agrees to render a final invoice to the District, in writing, which shall be delivered or mailed to the District. The District shall pay the Contractor the Payment within twenty-five (25) days of receipt of such an invoice. The Contractor shall maintain records conforming to usual accounting practices. If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. No additional services shall be provided by the Contractor unless done at the direction of the District.

**SECTION 4. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability <i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000



<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide District with a certificate naming the District, its supervisors, officers, staff, representatives and agents as additional insureds. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this Section shall be sent to the District prior to the commencement of any performance under this Agreement.

**SECTION 5. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

**SECTION 6. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be

exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 7. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 8. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 9. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

**SECTION 10. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 11. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to Contractor:** AECOM Technical Services, Inc.  
150 N. Orange Avenue  
Orlando, Florida, 32801  
Attn: Randy Mejeur

**B. If to District:** Poitras East Community Development District  
3501 Quadrangle Boulevard, Suite 270  
Orlando, Florida 32817  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 12. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 13. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**SECTION 14. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval is void.

**SECTION 15. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Orange County, Florida.

**SECTION 16. INDEMNIFICATION.**

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees, expert witness fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

- B. To the extent of its negligence, for third party claims, Contractor agrees to indemnify, defend, and hold harmless the District and its supervisors, officers, staff, representatives, and agents from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage, or of any nature, arising out of, or in connection with the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.
- C. Contractor hereby acknowledges, agrees and covenants that nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law. This Section shall survive any termination of this Agreement.

**SECTION 17. TERM.** This Agreement shall become effective as of the date first above written, and shall terminate upon completion of the Services set forth herein and in any amendment hereto, unless cancelled earlier, pursuant to Section 18 below.

**SECTION 18. CANCELLATION.** The District shall have the right to cancel this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason. Contractor shall have the right to cancel this Agreement upon thirty (30) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement. The District's liability upon cancellation or termination of this Agreement shall be limited to paying for the reasonable value of labor and materials physically incorporated into the Services up to the effective date of cancellation, along with the value of materials specifically fabricated by Contractor for the Services up to the date the notice of cancellation or termination was given, though not incorporated in the Services, but not reasonably usable elsewhere, less payments already made to Contractor, as Contractor's sole means of recovery for cancellation.

**SECTION 19. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 20. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **PFM Group Consulting, LLC** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and

maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, RECORDREQUEST@PFM.COM, AND 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817.**

**SECTION 21. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 22. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 23. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 24. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

**SECTION 25. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 26. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Should there be any conflict between this Agreement and **Exhibit A**, the terms and conditions of this Agreement shall prevail.

**SECTION 27. WAIVER OF CONSEQUENTIAL DAMAGES.** Neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for loss of profit (whether direct or indirect) or for any indirect, consequential, punitive or special loss or damage, including without limitation loss of profits, revenue, business, or anticipated savings (even when advised of their possibility).

*[signatures follow on the next page]*

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year first written above.

**Witness:**

**POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Print Name

**Witness**

**AECOM TECHNICAL SERVICES, INC.**, a Florida corporation

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A:** Proposal dated July 12, 2023

## **Exhibit A**

### **Proposal AECOM-PECDD-071223-1**

<b>AECOM</b>		
<b>Project No:</b>	_____	<b>Work Order Date:</b> 7/12/23
<b>Project Name:</b>	PECDD/Luminary Boulevard – Jim Branch Crossing	
<b>Consultant:</b>	AECOM Technical Services, Inc.	<b>Client:</b> Poitras East Community Development District
<b>Address:</b>	150 N. Orange Avenue Orlando, Florida 32801	<b>Address:</b> 3501 Quadrangle Blvd., Suite 270, Orlando FL 32817

#### **Introduction**

AECOM Technical Services, Inc. (AECOM) is pleased to provide this proposal for environmental permitting services for the Luminary Boulevard/Jim Branch Crossing occurring in the Poitras parcel. AECOM assumes that AECOM and the Client will enter into a contract with mutually agreeable terms and conditions for the proposed scope of work below.

#### **Project Description**

The extension of Luminary Boulevard from the existing roundabout to immediately west of Jim Branch, including the culvert crossing for Jim Branch Creek.

#### **Scope of Services**

The Client desires to construct a four lane crossing of Jim Branch Creek for Luminary Boulevard extending from the existing roundabout to just west of the crossing. The majority of Jim Branch Creek and its adjacent wetlands were placed under conservation easement consistent with South Florida Water Management District (SFWMD) and Army Corps of Engineers (ACOE) Section 404 permits for the previous landowner (the Greater Orlando Aviation Authority). This conservation easement maintained a “gap” to accommodate a future four lane road crossing of Jim Branch Creek, which included an area that had historically had a haul road crossing of the creek. The haul road itself was removed prior to the conservation easement being recorded. However, the four lane future roadway was not permitted at the time the conservation easement was recorded.

AECOM has submitted an application to the Florida Department of Environmental Protection (FDEP) for a Section 404 permit for the Poitras West project site (the lands owned by TDCP, LLC west of Jim Branch Creek up to the Central Florida Expressway lands). This Section 404 permit application is under review by FDEP and includes the proposed culverted road crossing and its resulting wetland impact within that application.

The Poitras East and Poitras West sites have had Formal Wetland Determinations from the SFWMD and FDEP. However, the road crossing “gap” in the conservation easement does not appear to have been included in either of the two Formal Wetland Determinations on either side of Jim Branch.



AECOM will delineate the wetlands subject to the jurisdiction of SFWMD and FDEP within the project boundaries for those areas not included in the previous Formal Wetland Determinations. AECOM will perform the surveys for gopher tortoises consistent with the guidelines for the listed species noted above. It is assumed that the Client will pay for all permit application fees and mitigation bank credits. The following details the proposed scope of work to address these activities:

Task 1 – Wetland Delineation (\$4,000.00)

AECOM will conduct one site visit to delineate the extent of wetland jurisdiction within the project area that have not been included in previous Formal Wetland Determinations based on the soils and vegetation conditions on the site and consistent with State and Federal wetland delineation methodologies. AECOM assumes that the wetland delineation efforts will take approximately half a day to complete. AECOM assumes that all wetlands will be considered Waters Of the US (WOTUS) and the WOTUS forms will not need to be prepared for the Section 404 application. AECOM will demarcate the location of the wetland flags and provide a marked up map to the Client's surveyor to complete a survey of the delineated lines for the SFWMD permit application.

AECOM prepared an UMAM analysis of Jim Branch crossing for the FDEP Section 404 application. AECOM assumes that the UMAM datasheet for this area can be used for the SFWMD permit application and additional UMAM forms will not be required.

AECOM will meet with SFWMD one time for an up to half day long site visit to review the extent of the new wetland delineation. If FDEP or SFWMD requires additional site reviews, AECOM will perform those as an additional service.

Task 2 – SFWMD ERP Application (\$12,000.00)

AECOM will prepare the environmental portion of an Environmental Resource Permit (ERP) application to address wetland impacts required for the project. AECOM assumes that the work can occur within the area excluded from the conservation easement and will not require a partial release of conservation easement for the project. AECOM will address any requirements for a partial release of conservation easement, including coordination associated with defining or obtaining a partial release of conservation easement with GOAA, the City of Orlando, SFWMD, the ACOE, and/or FDEP as an Additional Service. AECOM will coordinate with the Project Engineer under separate contract to the Client to submit the ERP application to the SFWMD. AECOM assumes that mitigation to offset the proposed wetland impacts will consist of the purchase of mitigation credits from a mitigation bank. AECOM will participate in up to one pre-application meeting with the SFWMD for the ERP. AECOM will prepare and submit up to two (2) responses to a Request for Additional Information (RAI) from the SFWMD as part of this scope. Modifications to the wetland impacts and/or mitigation approach after the application submittal will be conducted as an Additional Service. AECOM will participate in additional meetings with the SFWMD as an Additional Service.

**Additional Assumptions**

AECOM assumes that no listed species surveys are required within the area due to lack of habitat for upland species and/or the previous permits obtained for Poitras East. AECOM will perform listed species surveys and/or permitting as an Additional Service.

If FDEP requires that the Jim Branch Crossing be permitted separately from the Poitras West application, AECOM will prepare the separate FDEP application as an additional service.

**Schedule**

AECOM will complete the applicable scope elements within the timeframes listed below. AECOM will not initiate work on a scope element without prior approval from the Client.

Estimated schedule of 4 to 6 months for the SFWMD Permit Application.

**Compensation**

All services shall be provided as a fixed fee basis for a lump sum fee of \$16,000.00, including direct expenses.

AECOM appreciates the opportunity to propose for this project.

By:   
Randy Méjeur

Its: Authorized Signatory/Vice President

Date: 07/12/23

# **Poitras East Community Development District**

**Agreement for Geotechnical Engineering Services  
with Yovaish Engineering Services, LLC  
(Luminary Boulevard Extension and  
Jim Branch Creek Culvert Crossing)**

**AGREEMENT BETWEEN THE POITRAS EAST COMMUNITY DEVELOPMENT  
DISTRICT AND YOVAISH ENGINEERING SERVICES, LLC FOR GEOTECHNICAL  
ENGINEERING SERVICES  
(LUMINARY BOULEVARD EXTENSION AND JIM BRANCH CREEK CULVERT CROSSING)**

**THIS AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between:

**POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida, with a mailing address of 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida, 32817 (“**District**”); and

**YOVAISH ENGINEERING SERVICES, LLC**, a Florida limited liability company, with a mailing address of 953 Sunshine Lane, Altamonte Springs, Florida, 32714 (the “**Contractor**”).

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure improvements and recreational facilities; and

**WHEREAS**, the District has a need to retain a professional engineer to provide certain geotechnical exploration and engineering services, as described in more detail herein and in **Exhibit A**, which is attached hereto and incorporated herein by reference (the “**Services**”); and

**WHEREAS**, the Contractor represents that it is licensed, qualified and capable of providing the Services and has agreed to provide such services for the District in accordance with the terms of this Agreement; and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Contractor of the sums of money herein specified, it is mutually covenanted and agreed as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.** The duties, obligations, and responsibilities of the Contractor are to provide the Services and the labor and materials described in the proposal dated July 24, 2023, attached hereto as **Exhibit A**. Contractor shall coordinate the Services with other contractors performing work for the District. Should any

questions arise as to the coordination required, the Contractor shall consult with the District's engineer. Additionally:

- A. The Contractor shall report directly to the District's engineer. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth herein. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- B. This Agreement grants to Contractor the right to enter the District lands which are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- C. The District is relying on the Contractor as the expert in this field. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.

**SECTION 3. PAYMENT FOR SERVICES.** Contractor shall perform the Services identified in Section 2 herein in exchange for payment of the total sum of Eight Thousand Three Hundred Forty-two Dollars and Fifty Cents (**\$8,342.50**) ("Payment"). Such Payment shall be due upon completion of the Services and submission of a final invoice as set forth herein. This Payment includes, but is not limited to, all permits, parts, materials and labor necessary to complete the Services as described herein. Contractor agrees to render a final invoice to the District, in writing, which shall be delivered or mailed to the District. The District shall pay the Contractor the Payment within twenty-five (25) days of receipt of such an invoice. The Contractor shall maintain records conforming to usual accounting practices. If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. No additional services shall be provided by the Contractor unless done at the direction of the District.

**SECTION 4. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation

statutory

General Liability

<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide District with a certificate naming the District, its supervisors, officers, staff, representatives and agents as additional insureds. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this Section shall be sent to the District prior to the commencement of any performance under this Agreement.

**SECTION 5. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

**SECTION 6. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor

may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 7. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 8. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 9. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

**SECTION 10. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 11. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to Contractor:** Yovaish Engineering Services, LLC  
953 Sunshine Lane  
Altamonte Springs, Florida, 32714  
Attn: Douglas J. Yovaish, PE

**B. If to District:** Poitras East Community Development District  
3501 Quadrangle Boulevard, Suite 270  
Orlando, Florida 32817  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301

Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 12. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 13. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**SECTION 14. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval is void.

**SECTION 15. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Orange County, Florida.

**SECTION 16. INDEMNIFICATION.**

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees,



expert witness fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

- B. To the extent of its negligence, recklessness, or intentional misconduct, for third party claims, Contractor agrees to indemnify, defend, and hold harmless the District and its supervisors, officers, staff, representatives, and agents from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage, or of any nature, arising out of, or in connection with the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.
- C. Contractor hereby acknowledges, agrees and covenants that nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law. This Section shall survive any termination of this Agreement.

**SECTION 17. TERM.** This Agreement shall become effective as of the date first above written, and shall terminate upon completion of the Services set forth herein and in any amendment hereto, unless cancelled earlier, pursuant to Section 18 below.

**SECTION 18. CANCELLATION.** The District shall have the right to cancel this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason. Contractor shall have the right to cancel this Agreement upon thirty (30) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement. The District's liability upon cancellation or termination of this Agreement shall be limited to paying for the reasonable value of labor and materials physically incorporated into the Services up to the effective date of cancellation, along with the value of materials specifically fabricated by Contractor for the Services up to the date the notice of cancellation or termination was given, though not incorporated in the Services, but not reasonably usable elsewhere, less payments already made to Contractor, as Contractor's sole means of recovery for cancellation.

**SECTION 19. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 20. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records

custodian for the District is **PFM Group Consulting, LLC** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, RECORDREQUEST@PFM.COM, AND 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817.**

**SECTION 21. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 22. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 23. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 24. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

**SECTION 25. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 26. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Should there be any conflict between this Agreement and **Exhibit A**, the terms and conditions of this Agreement shall prevail.

**SECTION 27. WAIVER OF CONSEQUENTIAL DAMAGES.** Neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for loss of profit (whether direct or indirect) or for any indirect, consequential, punitive or special loss or damage, including without limitation loss of profits, revenue, business, or anticipated savings (even when advised of their possibility).

*[signatures follow on the next page]*

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year first written above.

**Witness:**

**POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Print Name

**Witness**

**YOVAISH ENGINEERING SERVICES, LLC**, a Florida limited liability company

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A:** Proposal dated July 24, 2023

**Exhibit A**



Consulting Engineers in the Earth Sciences, Geotechnology,  
Hydrogeology and Construction Materials Testing

July 24, 2023

Poitras East Community Development District  
3501 Quadrangle Boulevard  
Suite 270  
Orlando, FL 32817

Attention: Mr. Jeffrey J. Newton, PE

Subject: **Proposal, Subsoil and Groundwater Level Investigation, Proposed Luminary  
Boulevard Extension and Jim Branch Creek Culvert Crossing, Poitras, City of  
Orlando, Florida (PN 23-E2114.17)**

Dear Mr. Newton:

As requested, we have prepared and are pleased to present this proposal for providing geotechnical engineering services for the roadway and culvert crossing referenced above.

Based upon information provided by you, we understand that the construction limits of proposed culvert crossing is approximately 120 by 150 feet. The adjoining roadway right-of-way extension is approximately 1300 feet in length.

Based upon our understanding of the proposed development, the work for our geotechnical investigation will include the following:

- Performing four (4) auger borings (with piezometers) within the proposed roadway right-of-way to an average depth of approximately 15 feet.
- Performing five (5) Standard Penetration Test (SPT) and/or Cone Penetrometer Test (CPT) boring within the construction limits of the proposed culvert crossing area (approximate 4 corners and center) to depths of approximately 30 feet.
- Muck probes within the limits of the proposed culvert crossing
- Performing laboratory soil classification testing to aid in our visual classifications and estimated engineering soils characteristics of the soil stratigraphy encountered.

The results of our investigation(s) will be summarized in an engineering reports. Our geotechnical evaluations will include:

- Establishing seasonal high groundwater elevations and generalized contours of the same
- Roadway Underdrain Review
- Preparation of a Geotechnical Details Sheet (to be included in the Construction Plans)

In order to provide vertical and horizontal control, the boring locations should be surveyed by the project surveyor. The cost of the survey work is not included in the costs presented herein.

953 Sunshine Lane • Altamonte Springs, FL 32714  
Phone: 407-774-9383 • Fax: 407-478-8978

Based upon review of aerial photographs, the proposed culvert crossing area features very dense vegetation. As such, we have included an allowance for a backhoe and operator to help in providing access for men and equipment through the dense vegetative cover. If the limited site clearing and/or backhoe and operator (presented in the cost of our scope presented herein) are to be provided by the owner, we can adjust our fee estimate accordingly.

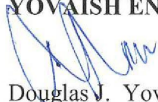
An outline of the proposed scope of work and related fees to complete the scope outlined herein, are presented on Attachment A. Our fee for performing the outlined scope is estimated to be **\$8,342.50**. Our fees for the proposed scope of services will not exceed these estimates without your prior authorization.

**CLOSURE**

We sincerely appreciate the opportunity of providing this proposal for your review and look forward to working with you on this portion of your project. If you agree with our proposed scope of work and wish to request we perform the noted services, please indicate your authorization in the space provided below and return to our office. Should there be any questions with regard to the scope of services, please do not hesitate to contact the undersigned.

Sincerely,

**YOVAISH ENGINEERING SERVICES, LLC.**



Douglas J. Yovaish, P.E.  
Principal  
Florida Registration No. 52247

Enclosure: Attachments A

**ACCEPTED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Attachment A: Proposal, Subsoil and Groundwater Level Investigation, Proposed Luminary Blvd Extension and Jim Branch Creek Culvert, Poitras, City of Orlando, Florida (PN 23-E2114.17)**

	DESCRIPTION	UNIT	RATE	QUANTITY	AMOUNT
<b>FIELD SERVICES</b>					
1.0	MOBILIZATION OF MEN AND EQUIPMENT	each	\$375.00	1	\$375.00
1.1	AUGER BORINGS (4 Locations to 15 ft)	lf	\$11.50	60	\$690.00
1.2	STANDARD PENETROMETER TEST (SPT) AND/OR CONE PENETROMETER TEST (CPT) BORINGS (5 Locations to 30 ft)	lf	\$14.75	150	\$2,212.50
1.3	MUCK PROBES (2-man crew - allowance)	day	\$800.00	0.5	\$400.00
1.4	DIFFICULT ACCESS/SITE CLEARING (allowance) - Backhoe with Operator	day	\$1,750.00	0.5	\$875.00
1.5	COORDINATE UTILITY LOCATES AND RECORD STABILIZED GROUNDWATER LEVELS (Sr. Engineering Technician)	hr	\$55.00	4	\$220.00
Subtotal Field Services					\$4,772.50
<b>LABORATORY SERVICES</b>					
2.0	-200 AND NATURAL MOISTURE CONTENT (allowance)	set	\$35.00	10	\$350.00
Subtotal Lab Services					\$350.00
<b>ENGINEERING SERVICES</b>					
3.0	PROJECT DIRECTION, DATA REDUCTION, ENGINEERING EVALUATIONS, AND REPORT PREPARATION				
3.0.1	Principal Engineer	hr	\$135.00	2	\$270.00
3.0.2	Project Engineer	hr	\$95.00	16	\$1,520.00
3.0.3	ACAD Technician	hr	\$55.00	6	\$330.00
3.0.4	Technical Secretary	hr	\$30.00	2	\$60.00
Subtotal Engineering Services					\$2,180.00
3.1	PREPARATION OF GEOTECHNICAL DETAILS SHEET				
3.1.1	Project Engineer	hr	\$95.00	4	\$380.00
3.1.2	ACAD Technician	hr	\$55.00	2	\$110.00
3.1.3	Technical Secretary	hr	\$30.00	1	\$30.00
Subtotal Engineering Services					\$520.00

**Attachment A: Proposal, Subsoil and Groundwater Level Investigation, Proposed Luminary Blvd Extension and Jim Branch Creek Culvert, Poitras, City of Orlando, Florida (PN 23-E2114.17)**

	DESCRIPTION	UNIT	RATE	QUANTITY	AMOUNT
<b>ENGINEERING SERVICES</b>					
3.2	ROADWAY UNDERDRAIN REVIEW				
3.2.1	Project Engineer	hr	\$95.00	4	\$380.00
3.2.2	ACAD Technician	hr	\$55.00	2	\$110.00
3.2.3	Technical Secretary	hr	\$30.00	1	\$30.00
Subtotal Engineering Services					\$520.00
<b>ESTIMATED PROJECT TOTAL</b>					<b>\$8,342.50</b>



# **Postras East Community Development District**

**Operation and Maintenance Expenditures Paid in  
August 2023 in an amount totaling \$22,396.62**

**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 August 1, 2023 through August 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$22,396.62**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairman

\_\_\_\_\_ Vice Chairman

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

**Postras East CDD**  
**AP Check Register (Current by Bank)**  
Check Dates: 8/1/2023 to 8/31/2023

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
<b>BANK ID: FCB - FLORIDA COMMUNITY BANK</b>					<b>001-101-0000-00-01</b>
1436	08/02/23	M	BROWNI	Brownies Septic and Plumbing	\$150.00
1437	08/02/23	M	PFMGC	PFM Group Consulting	\$1,250.00
1438	08/02/23	M	RLEVEY	Richard Levey	\$200.00
1439	08/02/23	M	S811	Sunshine 811	\$46.76
1440	08/03/23	M	KUTAK	Kutak Rock	\$3,160.64
1441	08/03/23	M	ORLSEN	Orlando Sentinel	\$227.00
1442	08/03/23	M	VGLOBA	VGlobalTech	\$135.00
1443	08/18/23	M	BROWNI	Brownies Septic and Plumbing	\$150.00
1444	08/18/23	M	DONMC	Donald W McIntosh Associates	\$571.02
1445	08/18/23	M	ORLSEN	Orlando Sentinel	\$2,081.00
1446	08/18/23	M	PFMGC	PFM Group Consulting	\$3,229.36
1447	08/24/23	M	BERMAN	Berman Construction	\$1,000.00
1448	08/28/23	M	KUTAK	Kutak Rock	\$2,977.66
1449	08/28/23	M	ORLSEN	Orlando Sentinel	\$2,081.00
1450	08/28/23	M	RLEVEY	Richard Levey	\$200.00
1451	08/30/23	M	PFMGC	PFM Group Consulting	\$3,271.73
<b>BANK FCB REGISTER TOTAL:</b>					<b>\$20,731.17</b>
<b>GRAND TOTAL :</b>					<b>\$20,731.17</b>

20,731.17	Checks 1436-1451
1,665.45	PA 202 - OUC paid online
22,396.62	O&M cash spent

\* 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 #198

7/14/2023

Item No.	Payee	Invoice Number	General Fund
1	<b>OUC</b> Acct: 2989510986 ; Service 06/01/2023 - 7/03/2023	--	\$ ,640.78
2	<b>PFM Group Consulting</b> Series 3 Quarterly Disclosure For 3.Q3	5984	\$ ,250.00
3	<b>Sunshine 11</b> Annual Assessment Billing: 06/01/2023 - 9/30/2023 Annual Assessment Billing: 10/01/2023 - 5/31/2024	PS-INV1025161 PS-INV1025161	\$ 5.59 \$ 31.17
<b>TOTAL</b>			<b>\$ 2,937.54</b>

  
District Manager / Assistant DM

  
Chairperson

Poitras East Community Development District  
c/o PFM Group Consulting  
3501 Quadrangle Boulevard, Ste. 70  
Orlando, FL 817  
LaneA@pfm.com // (407) 723-5925

**RECEIVED**

By Amanda Lane at 8:04 am, Jul 27, 2023

Daniel J. Young

Digitally signed by Daniel J. Young  
DN: C=US,  
E=dan.young@tavistock.com,  
O=Tavistock Development Co., CN=Daniel J. Young  
Date: 07.23  
07: 55:00

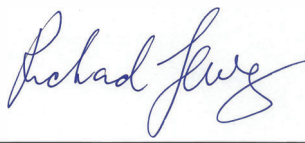
## Poitras East Community Development District

### Payment Authorization #199

7/21/2023

Item No.	Payee	Invoice Number	General Fund
1	<b>Brownies Septic and Plumbing</b> July Monthly Maintenance	i114947	\$ 150.00
2	<b>Supervisor Fees - 07/18/2023 Meeting</b> Richard Levey	--	\$ 200.00
<b>TOTAL</b>			<b>\$ 350.00</b>

  
District Manager / Assistant DM

  
Chairperson

Poitras East Community Development District  
c/o PFM Group Consulting  
3501 Quadrangle Boulevard, Ste. 70  
Orlando, FL 817  
LaneA@pfm.com // (407) 723-5925

**RECEIVED**

By Amanda Lane at 8:04 am, Jul 27, 2023

Daniel J. Young

Digitally signed by Daniel J. Young  
DN: C=US,  
E=dan.young@tavistock.com,  
O=Tavistock Development Co., CN=Daniel J. Young  
Date: 2023.07.24 19:25:18-04'00'

## Postras East Community Development District

### Payment Authorization #200

7/28/2023

Item No.	Payee	Invoice Number	General Fund
1	<b>Kutak Rock</b> General Counsel Through 06/30/2023	697	\$ ,160.64
	<b>Orlando Sentinel</b> Legal Advertising on 07/10/2023 (Ad: 7458986)	OSC76312753	\$ 7.00
	<b>VGlobalTech</b> July Website Maintenance	7	\$ .00

**TOTAL \$ 3,522.64**

  
District Manager / Assistant DM

  
Chairperson

Postras East Community Development District  
c/o PFM Group Consulting  
501 Quadrangle Boulevard, Ste. 70  
Orlando, FL 817  
LaneA@pfm.com // (407) 723-5925

**RECEIVED**

By Amanda Lane at 1:40 pm, Aug 02, 2023

Daniel J. Young

Digitally signed by Daniel J. Young  
DN: C=US,  
E=dan.young@tavistock.com,  
O=Tavistock Development  
Co., CN=Daniel J. Young  
Date: 2023.08.02  
8:08:00 AM

## Poitras East Community Development District

### Payment Authorization #201

8/4/2023

Item No.	Payee	Invoice Number	General Fund
1	erman onstruction August Administrator & Irrigation Specialist	8376	\$ ,000.00
2	Donald W McIntosh ssociates Engineering Services Through 07/14/2023	96	\$ 71.02
3	PFM Group onsulting June and July Billable Expenses June Reimbursables	6195 OE-EXP-07-2023-33	\$ 78.80 \$ .89
TOTAL			\$ 1,883.71

  
District Manager / Assistant DM

  
Chairperson

Poitras East Community Development District  
c/o PFM Group Consulting  
3501 Quadrangle Boulevard, Ste. 70  
Orlando, FL 817  
LaneA@pfm.com // (407) 723-5925

**RECEIVED**

By Amanda Lane at 10:23 am, Aug 11, 2023

Daniel J. Young

Digitally signed by Daniel J. Young  
DN: C=US,  
E=dan.young@tavistock.com,  
O=Tavistock Development  
Co., CN=Daniel J. Young  
Date: 08.09  
10:30-4'

## Postras East Community Development District

### Payment Authorization #202

8/11/2023

Item No.	Payee	Invoice Number	General Fund
1	<b>Brownies Septic and Plumbing</b> August Monthly Maintenance	i115927	\$ 150.00
2	<b>Orlando Sentinel</b> Legal Advertising on 07/24/2023 (Ad: 7465239-1-0, -2-0)	OSC756446	\$ 2,081.00
3	<b>OUC</b> Acct: 2989510986 ; Service 07/03/2023 - 8/03/2023	--	\$ 1,665.45
	<b>PFM Group Consulting</b> DM Fee: July 2023	DM-07-2023-44	\$ 2,916.67
<b>TOTAL</b>			<b>\$ ,813.12</b>

  
District Manager / Assistant DM



Chairperson

Postras East Community Development District  
c/o PFM Group Consulting  
3501 Quadrangle Boulevard, Ste. 70  
Orlando, FL 817  
LaneA@pfm.com // (407) 723-5925

**RECEIVED**

By Amanda Lane at 4:24 pm, Aug 17, 2023

Digitally signed by Daniel J. Young  
DN: cn=US, E=dan.young@tavisstock.com, O=Tavisstock Development Co., CN=Daniel J. Young  
Date: 2023.08.16 7:17:59-04'  
Daniel J. Young



## Poitras East Community Development District

### Payment Authorization #203

8/18/2023

Item No.	Payee	Invoice Number	General Fund
1	<b>Kutak Rock</b> General Counsel Through 7/31/2023	3266080	\$ 2,977.66
2	<b>Orlando Sentinel</b> Legal Advertising on 07/31/2023 (Ad: 7465244-1-0) Legal Advertising on 07/31/2023 (Ad: 7465244-2-0)	OSC756872 OSC756872	\$ 2,079.00 \$ 2.00
	<b>Supervisor Fees - 08/15/2023 Meeting</b> Richard Levey	--	\$ 200.00
<b>TOTAL</b>			<b>\$ ,258.66</b>

  
District Manager / Assistant DM



Chairperson

Poitras East Community Development District  
c/o PFM Group Consulting  
501 Quadrangle Boulevard, Ste. 70  
Orlando, FL 817  
LaneA@pfm.com // (407) 723-5925

Daniel J. Young

Digitally signed by Daniel J. Young  
W: C=US,  
E=dan.young@tavistock.com,  
O=Tavistock Development Co.,  
CN=Daniel J. Young  
Date: 2023.08.22 7:03:28-0400

Received on Thursday, August 24, 2023 - ALane

## Poitras East Community Development District

### Payment Authorization #204

8/25/2023

Item No.	Payee	Invoice Number	General Fund
1	PFM Group consulting		
	Mailed Assessment Notices	126571	\$ 355.06
	August DM Fee	DM-08-2023-44	\$ 2,916.67
TOTAL			\$3,271.73

  
District Manager / Assistant DM



Chairperson

Poitras East Community Development District  
c/o PFM Group Consulting  
3501 Quadrangle Boulevard, Ste. 70  
Orlando, FL 817  
LaneA@pfm.com // (407) 723-5925

**RECEIVED**

By Amanda Lane at 9:37 am, Aug 29, 2023

Daniel J. Young

Digitally signed by Daniel J. Young  
DN: C=US,  
E=dan\_young@tavistock.com,  
O=Tavistock Development Co.,  
CN=Daniel J. Young  
Date: 3.08.27  
9:54:40

# **Postras East Community Development District**

**Requisition Nos. 2020-261 – 2020-267 Paid in  
August 2023 in an amount totaling \$42,102.35**

**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 August 1, 2023 through August 31, 2023. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
S2020-261	Kutak Rock	\$2,345.00
S2020-262	Donald W McIntosh Associates	\$3,387.61
S2020-263	HTFL	\$16,800.00
S2020-264	Boggy Creek Improvement District	\$47.65
S2020-265	Kutak Rock	\$458.00
S2020-266	Cepira Landscape	\$5,246.09
S2020-267	United Land Services	\$13,818.00
		<b>\$42,102.35</b>

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

DATE:	July 28, 2023	REQUISITION NO:	261
PAYEE:	Kutak Rock	AMOUNT DUE:	\$2,345.00
ADDRESS:	PO Box 30057 Omaha, NE 68103-1157	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 3252698 for Project 15623-2 (Project Construction) Through 06/30/2023		

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.

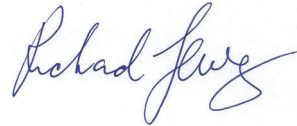
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will 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:  8/2/23  
DISTRICT ENGINEER Jeffrey J. Newton, PE

**RECEIVED**

By Amanda Lane at 1:32 pm, Aug 02, 2023

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

DATE:	August 4, 2023	REQUISITION NO:	262
PAYEE:	Donald W McIntosh Associates Inc	AMOUNT DUE:	\$3,387.61
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none"><li>• Invoice 44497 for Project 18124 (Poitras East CDD) Engineering Services Through 07/14/2023 <b>\$1,989.41</b></li><li>• Invoice 44504 for Project 23524 (Poitras East Lift Station G Evaluation) Engineering Services Through 07/14/2023 <b>\$1,398.20</b></li></ul>		

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:  8/9/23  
DISTRICT ENGINEER Jeffrey J. Newton, PE

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

DATE:	August 4 2023	REQUISITION NO:	263
PAYEE:	HTFL, Inc.	AMOUNT DUE:	\$16,800.00
ADDRESS:	70 Harrison Road Lake Placid, FL 33852	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 10699 for July Luminary 1-C Plan & Plant Schedule		

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:  8/9/23  
DISTRICT ENGINEER Jeffrey J. Newton, PE

**RECEIVED**

By Amanda Lane at 9:29 am, Aug 10, 2023

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

DATE:	August 18, 2023	REQUISITION NO:	264
PAYEE:	Boggy Creek Improvement District	AMOUNT DUE:	\$47.65
ADDRESS:	c/o PFM Group Consulting 3501 Quadrangle Boulevard, Ste. 270 Orlando, FL 32817	FUND:	<u>Acquisition/Construction</u>
ITEM:	Reimbursement for Construction-Related Legal Advertising, Split Between Boggy Creek, Greeneway, Myrtle Creek, Poitras East, and Midtown, Paid to Orlando Sentinel Out of Boggy Creek Series 2013 Construction Funds (Reference OSC77442539 ; Ad: 7471403), Req. 2013-423		

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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:  8/21/23  
DISTRICT ENGINEER Jeffrey J. Newton, PE

**RECEIVED**

By Amanda Lane at 1:52 pm, Aug 21, 2023



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

DATE:	August 18, 2023	REQUISITION NO:	265
PAYEE:	Kutak Rock	AMOUNT DUE:	\$458.00
ADDRESS:	PO Box 30057 Omaha NE 68103-1157	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 3266081 for Project 15623-2 (Project Construction) Through 07/31/2023		

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:   
DISTRICT ENGINEER Jeffrey J. Newton, PE

**RECEIVED**

By Amanda Lane at 1:52 pm, Aug 21, 2023

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

DATE:	August 25, 2023	REQUISITION NO:	266
PAYEE:	Ceptra Landscape	AMOUNT DUE:	\$5,246.09
ADDRESS:	PO Box 865 Oakland, FL 34760	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none"><li>• Invoice O-S4602 for Pearson South August Landscaping – <b>\$1,877.92</b></li><li>• Invoice O-S4603 for Selten Way August Landscaping – <b>\$3,368.17</b></li></ul>		

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POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT

BY:   
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL OR PROJECT EXPENDITURES

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BY:  8/29/23  
DISTRICT ENGINEER Jeffrey J. Newton, PE

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

DATE:	August 25, 2023	REQUISITION NO:	267
PAYEE:	United Land Services	AMOUNT DUE:	\$13,818.00
ADDRESS:	12276 San Jose Blvd Suite 747 Jacksonville, FL 32223	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none"><li>• Invoice 36480 for Luminary 1B Pearson July Landscaping Services – <b>\$6,909.00</b></li><li>• Invoice 39031 for Luminary 1B Pearson August Landscaping Services – <b>\$6 909.00</b></li></ul>		

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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:  8/29/23  
DISTRICT ENGINEER Jeffrey J. Newton, PE

# **Poitras East Community Development District**

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

## POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

### *Recommendation for Work Authorization / Proposed Services*

Project Name:

Description:

Consultant:

Is the work pursuant to an agreement? 

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Name:

Is the project included in the District Capital Improvement Plan? 

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Are the services required contemplated in the Capital Improvement Plan? 

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Is this a continuation of previously authorized work? 

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Proposal attached: 


YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Form of Agreement Utilized:

Amount of Services:

Recommendation: 

Approve	Deny
<input checked="" type="checkbox"/>	<input type="checkbox"/>

 9.8.2023

Daniel Young, Chairman  
Poitras East Community Development District  
Construction Committee

c: Jennifer Walden  
Tucker Mackie  
Jeffrey Newton  
Lynne Mullins

March 22, 2023  
Revised July 12, 2023  
Revised August 28, 2023

**Poitras East Community Development District**  
3501 Quadrangle Boulevard  
Suite 270  
Orlando, FL 32817

**Subject:** Luminary Boulevard Extension & Jim Branch Creek Crossing  
DWMA Job No. 23541 (001-016)

Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this Work Authorization to provide professional surveying and engineering services to the Poitras East Community Development District ("CLIENT") for the Luminary Boulevard Extension & Jim Branch Creek Crossing ("Project"). The scope of this proposal includes Services related to CLIENT's ±1,300-foot extension of Luminary Boulevard westbound from the existing roundabout located at Centerline Drive, crossing over Jim Branch Creek, terminating just west of the creek (see attached Exhibit-A). DWMA will provide these services pursuant to our current contract with Poitras East Community Development District dated August 21, 2018, and subsequent amendments ("Engineering Agreement") and the attached Basis of Proposal as follows:

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

## **I. Scope of Work**

### **PART I - PROFESSIONAL SURVEYING & MAPPING**

- A. **BOUNDARY AND TOPOGRAPHIC SURVEY FOR PRELIMINARY PLAT** - Preparation of the required site boundary and topographic survey for preliminary plat submittal and final engineering design (NAVD88 Datum) in accordance with applicable State of Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.05, Florida Administrative Code, per Section 472.027, Florida Statutes. Utility and site improvement locations will be limited to visible surface features only.
- B. **TREE SURVEY** - Provide tree survey for the Project (trees larger than 10 inches DBH) in accordance with local City of Orlando tree preservation ordinances.
- C. **STAKE BORINGS** - Stake out and obtain existing ground elevation for ±10 borings (location of borings furnished by CLIENT's geotechnical consultant).
- D. **STAKE CENTERLINE CONTROL POINTS** - Field stake (one time) the proposed right-of-way centerline control points. (i.e., PCs, PTs, etc.)
- E. **BOUNDARY AND TOPOGRAPHIC SURVEY FOR FINAL PLAT** - Preparation of an updated site boundary and topographic survey (NAVD88 Datum) of lands to be platted for purposes of submittal with the final plat as required by Chapter 177, Florida Statutes, prepared in accordance with applicable State of Florida Standards of

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

F:\Contract\Proposals\cp14824b.doc





**Poitras East Community Development District**

**Luminary Boulevard Extension & Jim Branch Creek Crossing**

**DWMA Job No. 23541 (001-016)**

**March 22, 2023, Revised July 12, 2023, Revised August 28, 2023**

**Page 2 of 7**

Practice as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.05, Florida Administrative Code, per Section 472.027, Florida Statutes. As required by the City of Orlando, the survey will be prepared to include the information within the title certificate provided to DWMA by CLIENT for the final plat submittal. The topographic information shown on this survey will not be updated to reflect site grading or improvements that may have occurred since preparation of the survey to accompany the Preliminary Plat submittal.

- F. FINAL PLAT PREPARATION – Preparation and submittal to City of Orlando of one (1) record plat for the entire roadway only for recording complete with installation of PRM's and PCPs (one time only) as required by state and local regulation(s); includes submittal of supporting documents prepared by others.
- G. FINAL PLAT PROCESSING - Process one (1) final plat through City of Orlando; includes the review of plat review comment letters from the jurisdictional agency and the preparation of letters in response to the reviews, coordinating the changes and requests for information with the CLIENT and CLIENT's attorney, the preparation and resubmittal of the revised plats and documents and attendance at meetings if requested by CLIENT.
- H. LEGAL DESCRIPTIONS AND SKETCHES - Preparation of up to two (2) miscellaneous legal descriptions.

**PART II – MASTER ENGINEERING**

- A. SPMP / PRELIMINARY PLAT PREPARATION - Preparation and submittal to the City of Orlando of one (1) Specific Parcel Master Plan / Preliminary Plat for the overall Project and providing for development in one construction phase.
- B. SPMP / PRELIMINARY PLAT PROCESSING - Process SPMP / Preliminary Plat through the City of Orlando, including preparation for and attendance at meetings associated with the SPMP / Preliminary Plat process.

**PART III – CIVIL ENGINEERING**

- A. CONSTRUCTION DRAWINGS - Design, preparation and submittal of construction drawings and technical specifications for the Project site for:
  - Luminary Boulevard roadway extension (paving, grading, geometry, striping, and signage)
  - Jim Branch Creek crossing utilizing box culverts, with provisions for wildlife corridor crossing based on recommendations from CLIENT's environmental consultant (structural design shall be provided by LJA Engineering, Inc as a subconsultant to DWMA as outlined in Exhibit A)
  - Stormwater management facilities
  - Secondary drainage facilities

**DONALD W. McINTOSH Associates, Inc.**

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789-2355 • (407) 644-4068 • FAX (407) 644-8318



**Poitras East Community Development District**

*Luminary Boulevard Extension & Jim Branch Creek Crossing*

*DWMA Job No. 23541 (001-016)*

*March 22, 2023, Revised July 12, 2023, Revised August 28, 2023*

*Page 3 of 7*

- Wastewater force main extension
  - Reclaimed water distribution extension
  - Potable water distribution extension
  - Sleeves for irrigation and low voltage electric (shown for reference only - size and location provided by CLIENT's irrigation and low voltage consultants)
  - OUC conduits for primary electric and street lighting (shown for reference only - size and location provided by OUC)
- B. SFWMD ERP APPLICATION - Preparation and submittal of South Florida Water Management District (SFWMD) permit application for an Individual Environmental Resource Permit (ERP).
- C. FDEP PERMIT APPLICATIONS - Preparation and submittal of Florida Department of Environmental Protection (FDEP) permit applications for potable water distribution and wastewater transmission facilities serving the Project.
- D. PLAN AND PERMIT PROCESSING - Processing of final engineering plans and associated permit applications for the Project through SFWMD, FDEP, and the City of Orlando, including responses to requests for additional information.
- E. ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS - Preparation of an estimate of probable construction costs for Project infrastructure construction for final engineering plan approval based on the pricing information contained in the contractor's sitework bid as provided to DWMA by CLIENT.
- F. FINAL ENGINEERING MEETINGS AND COORDINATION - Coordination with the City of Orlando staff; regulatory agencies; CLIENT's consultants; and CLIENT during the design phase of the Project and representation at meetings associated with final design and permitting of the Project.

**PART IV – CONSTRUCTION PHASE SERVICES**

Construction phase services are not included in this proposal but may be provided under separate contract. CLIENT shall understand that construction certifications are required by most regulatory agencies.





**Poitras East Community Development District**  
**Luminary Boulevard Extension & Jim Branch Creek Crossing**  
**DWMA Job No. 23541 (001-016)**  
**March 22, 2023, Revised July 12, 2023, Revised August 28, 2023**  
**Page 4 of 7**

**FEE SCHEDULE**

<b>Contract Item</b>	<b>Billing Item</b>	<b>Description</b>	<b>Fee</b>
		<b>Part I – Professional Surveying &amp; Mapping</b>	
A.	001	Boundary and Topographic Survey for Preliminary Plat	\$12,200.00
B.	002	Tree Survey	5,425.00
C.	003	Stake Borings	2,130.00
D.	004	Stake Centerline Control Points	1,630.00
E.	005	Boundary and Topographic Survey for Final Plat	3,460.00
F.	006	Final Plat Preparation	9,495.00
G.	007	Final Plat Processing	3,000.00
H.	008	Legal Descriptions and Sketches	2,000.00
		<b>Subtotal</b>	<b>\$39,340.00</b>
		<b>Part II – Master Engineering</b>	
A.	009	SPMP/Preliminary Plat Preparation	\$5,940.00
B.	010	SPMP/Preliminary Plat Processing	3,760.00
		<b>Subtotal</b>	<b>\$9,700.00</b>
		<b>Part III – Civil Engineering</b>	
A.	011	Construction Drawings	\$114,550.00
B.	012	SFWMD ERP Application	8,260.00
C.	013	FDEP Permit Applications	2,310.00
D.	014	Plan and Permit Processing	9,200.00
E.	015	Engineer's Opinion of Probable Construction Costs	2,890.00
F.	016	Final Engineering Meetings and Coordination	9,600.00
		<b>Subtotal</b>	<b>\$146,810.00</b>
		<b>Part IV – Construction Phase Services</b>	<b>TBD</b>
		<b>Total</b>	<b>\$195,850.00</b>

**II. Fees**

Poitras East Community Development District will compensate Donald W. McIntosh Associates, Inc., pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Donald W. McIntosh Associates, Inc., all direct costs, which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Poitras East Community Development District and Donald W. McIntosh Associates, Inc. with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.



**Poitras East Community Development District**  
**Luminary Boulevard Extension & Jim Branch Creek Crossing**  
**DWMA Job No. 23541 (001-016)**  
**March 22, 2023, Revised July 12, 2023, Revised August 28, 2023**  
**Page 5 of 7**

Thank you for considering Donald W. McIntosh Associates, Inc. We look forward to helping you create a quality project.

Sincerely,

DONALD W. MCINTOSH ASSOCIATES, INC.

John T. Townsend, PE  
Sr. Vice President

MCS/lr

Attachments: Exhibit A:  
LJA Engineering Proposal

APPROVED AND ACCEPTED

By: \_\_\_\_\_  
Authorized Representative of  
Poitras East Community Development District

Date: \_\_\_\_\_

PURSUANT TO FLORIDA STATUTE 558.0035, AN  
INDIVIDUAL EMPLOYEE OR AGENT OF DONALD W.  
MCINTOSH ASSOCIATES, INC. MAY NOT BE HELD  
INDIVIDUALLY LIABLE FOR NEGLIGENCE.



## **BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES**

Our Agreement is also based on the following conditions and limitations:

### **BASIS OF PROPOSAL**

CLIENT has performed the necessary due diligence research to confirm that the site is suitable for the intended purpose.

The CLIENT is advised that concurrency management and comprehensive plan consistency will impact the land development process. Regulations regarding concurrency and consistency vary according to governmental jurisdiction. The status of concurrency, consistency and, if applicable, vested rights must be addressed for all projects within the State of Florida. DWMA presumes the CLIENT is aware of the issues and resultant impacts described. DWMA disclaims responsibility for delays that may be encountered due to failure on the part of the CLIENT to address concurrency and consistency issues prior to initiation of Services proposed herein. DWMA is **not** responsible for changes to the approved plans that may alter the concurrency vesting status or for noncompliance on the part of the property owner with regard to the performance terms and conditions established in the vesting certificate.

DWMA will not be responsible for any circumstances, acts, errors, omissions or events, of any type, beyond its control including, without limitation, construction costs, the acts or failures to act of any governmental or judicial agency, or the existence of hazardous waste of any type associated with the Project. No Services associated with hazardous waste of any type are included in any way in this Agreement.

Without limitation, architectural, traffic engineering (e.g., studies, signalization), structural engineering (e.g., retaining walls, bridges, docks), mechanical engineering (e.g., fire pumps), fire protection engineering (e.g., dedicated fire lines beyond the point of service), electrical engineering, geotechnical engineering and testing, environmental assessment, landscape and irrigation design, non-civil utility engineering (e.g., power, gas, telephone, cable television, site lighting) and any other professional or consultant services required by CLIENT and not undertaken by DWMA, shall be retained separately by the CLIENT. **No Services are included in this Agreement other than those specifically listed herein.**

DWMA may be mandated by regulatory authorities to incorporate findings, requirements and details of design in their construction plans that are prepared by professional geotechnical engineers and not by DWMA. In doing so, DWMA assumes no responsibility or liability for the design, construction or operation of geotechnical engineering components which may include, but not be limited to, underdrains, ground stabilizers, backfills, embankments, etc. CLIENT must also recognize that some of these systems (i.e., underdrains, etc.) usually require extensive field supervision during construction and certification after construction. These systems are subject to damage by other activities during or after infrastructure

construction such as other utility installations (power, telephone, cable, gas, etc.). DWMA assumes no liability for damages to any design element caused by the improper design, construction, operation or maintenance of improvements designed by others.

DWMA, in and through its review and/or use of design and calculations prepared by others, is not responsible for or liable for error or omissions in the design and permitting services provided by others. CLIENT's consultants will provide DWMA with permission to utilize and rely upon their work product as the basis of DWMA's design. Certain elements designed by others may be shown in DWMA construction plans for context only.

DWMA's performance and work product quality is dependent upon the timely provision of services from CLIENT-selected and contracted third-party consultants, including but not limited to geotechnical engineer, environmental consultant, transportation engineer, landscape/hardscape/irrigation designer and/or legal consultant whose services, while coordinated to the extent possible, are beyond the scope of responsibility of DWMA.

If locating underground utilities is expressly included in the Services, DWMA will locate such underground utilities as may be marked by a utility locating service retained by CLIENT. DWMA shall not be liable for showing any utility lines not marked by the locating company. DWMA cannot and does not guarantee or warranty that unidentified utilities will not be encountered.

Any opinion of construction cost prepared by DWMA represents its judgment as a design professional and is supplied for the general guidance of the CLIENT only since DWMA has no control over the cost of labor and material or over competitive bidding or market conditions. DWMA does not warrant or guarantee the accuracy of such opinions.

No permit applications or negotiations with regulatory agencies or permitting authorities are included other than those specifically listed herein.

If construction services or observation of construction are included herein, the Services included by DWMA will be to conduct periodic visits and observations to determine that the Work generally conforms or will conform to the applicable contract documents in relation to DWMA's engineering Services. DWMA's Service shall not include determining, supervising, implementing, or undertaking the responsibilities of the contractor, subcontractors or others, regarding means, methods, techniques, sequences and procedures of construction, nor for job conditions, safety precautions or programs. Construction phase services for systems designed and permitted by others are not included.

Construction phase retesting resulting from failures or no-shows, and therefore requiring additional site visits, shall be additional services and is not included in the scope of this agreement. Such services will be invoiced separately on an hourly basis for back-charge to the contractor by CLIENT.





**Poitras East Community Development District**  
**BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES**  
**DWMA Job No. 23541 (001-016)**  
**March 22, 2023, Revised July 12, 2023, Revised August 28, 2023**  
**Page 7 of 7**

CLIENT's contractor and/or surveyor will provide certified as-built surveys prepared by a Florida-licensed surveyor for DWMA's use and reliance in preparing project certifications and/or record drawings. Any as-built surveys required to be performed by DWMA due to failure of contractor's surveyor to provide accurate and complete survey data will be invoiced separately on an hourly basis for back-charge to the contractor by CLIENT.

Federal Emergency Management Agency (FEMA) Map revisions or amendments which may be required by regulatory agencies or lenders are not included unless specifically listed in Basic Services.

Provision of customized digital data files to CLIENT, CLIENT's consultants and/or CLIENT's contractor is not included. DWMA work product will be prepared digitally in AutoCAD Civil3D® 2018 or later.

**CLIENT RESPONSIBILITIES**

The CLIENT, or his representative, shall be available to meet with DWMA and provide decisions in a timely manner throughout the course of the Project.

The CLIENT will provide DWMA with plans and other pertinent information which may be necessary to properly survey or engineer the Project.

Prior to initiation of preliminary or final design, an approved site plan and final dimensioned building footprint(s) will be provided to DWMA by CLIENT, which will be complete with final geometry, and will be relied upon by DWMA.

The CLIENT will engage a professional geotechnical engineer to provide necessary hydrogeologic design support, relevant construction specifications for earthwork items and required construction inspection and certification. CLIENT's geotechnical engineer shall be responsible for final certification of all flexible and rigid pavement. DWMA has the CLIENT's authority to rely on this professional information as a basis for its design Services and certifications.

The CLIENT will engage a professional environmental consultant to provide jurisdictional determinations and necessary design and permitting support for wetland and special species issues.

The CLIENT will engage a professional environmental firm or firms who specialize in all matters relating to "hazardous" or "special" materials wastes, deposits, soils, contamination, etc., as may be required to support permitting or construction of the Project.

The CLIENT will engage a professional landscape architect to provide landscape and irrigation design related to the development of the property as intended by CLIENT.

The CLIENT will engage a professional architect to perform all architectural services including, without

limitation, incorporation of the work product of DWMA, and compliance with local, state or federal laws, regulations, codes and Americans with Disabilities Act ("ADA") requirements.

The CLIENT will engage a professional transportation consultant to provide analysis related to development of the property as intended by CLIENT, including but not limited to traffic studies, determination of turn lane requirements, traffic signal design, Maintenance of Traffic (MOT) plans and roundabout geometry, striping and signage design.

The CLIENT will engage a professional legal counselor to provide legal services related to development of the property as intended by CLIENT.

The CLIENT will engage a professional state licensed hydrogeologist for completion of hydrologic data required in support of a Consumptive Use/Water Use Permit.

The CLIENT will engage a professional archaeologist to provide archaeological analysis related to development of the property as intended by CLIENT.

The CLIENT agrees that DWMA shall have no responsibility for the accuracy of information provided by, or for any portion of the Project designed by the CLIENT or CLIENT's other consultants, or for compliance with local, state or federal ADA requirements. DWMA shall not be required to check or verify the CLIENT's or other consultants' work product, information, or construction documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances, and regulations, including, without limitation, ADA requirements. The CLIENT also agrees to require all other consultants engaged by the CLIENT to coordinate their design or construction documents or reports with the work product of DWMA, to promptly report any conflicts or inconsistencies to DWMA and to cooperate fully in the resolution of those conflicts or inconsistencies. The CLIENT further agrees, to the fullest extent permitted by law, to indemnify and hold harmless DWMA from any claims, damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or relating to false, inaccurate, or non-compliant information provided by CLIENT or its other consultants, or the services performed by other consultants engaged by the CLIENT.

The CLIENT or CLIENT's contractor shall obtain the required National Pollutant Discharge Elimination System (NPDES) permit for the Project.

The CLIENT will provide DWMA with all applicable operation and maintenance budgets and budget reserve estimates for all gated communities prior to submittal of the final plat to satisfy local jurisdiction requirements.



August 18, 2023

## PROPOSAL

Jeffrey J. Newton, P.E.  
President  
Donald W. McIntosh & Associates, Inc.  
2200 Park Avenue North  
Winter Park, Florida 32789-2355

Re: Poitras West Luminary Boulevard Phase 2 Jim Branch Creek Culvert Crossing Structural Engineering Scope of Services and Fee Proposal

Dear Mr. Newton,

LJA Engineering, Inc. (LJA) is pleased to submit this proposal to provide engineering services for the structural design of a roadway culvert. The proposal is based on 150-foot-long cast-in-place concrete culvert with retaining headwalls and wingwalls and decorative retaining walls utilizing the FDOT Structures Manual, Standards Plans, Specifications and the AASHTO-LRFD Bridge Design Specifications to develop construction plans for a six (6) cell concrete culvert that is highway rated each containing a 12'x4' opening. We propose the following design services and corresponding fees.

### **SCOPE OF SERVICES**

The specific scope of design services is described as follows:

1. Plans will include:
  - a. Structural General Notes
  - b. Culvert Table of Variables
  - c. Wingwall Details
  - d. Decorative Retaining Wall Control Drawings
  - e. Retaining Wall Details
2. LJA will prepare the 90% and 100% Contract Documents in PDF format.
3. Respond to 90% submittal review comments.
4. Coordinate and prepare forms to submit to FDOT to request an NBI number for the culvert.

Construction phase services and certifications are not included in this scope.

### **Project Schedule**

LJA is prepared to begin work on this project within two weeks upon notice to proceed (NTP). This scope of structural services has been based on an assumed four-month design schedule.

### **COMPENSATION**

Compensation to LJA for these services will be on a lump sum basis.

Structural Design of Culvert	\$61,200.00
Total	\$61,200.00

If this proposal is acceptable to you, please sign in the space provided below and return one original to my attention. We appreciate the opportunity to provide these services for you. Should you have any questions or need any additional information, please feel free to call me at 512-517-8218.

Sincerely,



Dacio Marin III, P.E.

Vice-President, Transportation

**ACCEPTED BY DONALD W. McINTOSH & ASSOCIATES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **Postras East Community Development District**

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



**Poitras East CDD**  
Statement of Financial Position  
As of 8/31/2023

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$309,452.96				\$309,452.96
Alleyway & Infrastructure Capital Res.	105,091.64				105,091.64
Prepaid Expenses	31.17				31.17
Assessments Receivable		\$1,187,860.72			1,187,860.72
Series 2020 Debt Service Reserve		86,267.66			86,267.66
Series 2023 Debt Service Reserve		814,368.75			814,368.75
Series 2023 Revenue		457,980.66			457,980.66
Series 2023 Acquisition/Construction			\$22,238.23		22,238.23
Total Current Assets	<u>\$414,575.77</u>	<u>\$2,546,477.79</u>	<u>\$22,238.23</u>	<u>\$0.00</u>	<u>\$2,983,291.79</u>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$1,358,617.07	\$1,358,617.07
Amount To Be Provided				23,296,382.93	23,296,382.93
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$24,655,000.00</u>	<u>\$24,655,000.00</u>
<b>Total Assets</b>	<u><u>\$414,575.77</u></u>	<u><u>\$2,546,477.79</u></u>	<u><u>\$22,238.23</u></u>	<u><u>\$24,655,000.00</u></u>	<u><u>\$27,638,291.79</u></u>

**Poitras East CDD**  
Statement of Financial Position  
As of 8/31/2023

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Deferred Revenue		\$1,187,860.72			\$1,187,860.72
Retainage Payable			\$506,519.78		506,519.78
Total Current Liabilities	<u>\$0.00</u>	<u>\$1,187,860.72</u>	<u>\$506,519.78</u>	<u>\$0.00</u>	<u>\$1,694,380.50</u>
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$24,655,000.00	\$24,655,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$24,655,000.00</u>	<u>\$24,655,000.00</u>
<b>Total Liabilities</b>	<u>\$0.00</u>	<u>\$1,187,860.72</u>	<u>\$506,519.78</u>	<u>\$24,655,000.00</u>	<u>\$26,349,380.50</u>
<b><u>Net Assets</u></b>					
Net Assets, Unrestricted	(\$63,275.11)				(\$63,275.11)
Current Year Net Assets, Unrestricted	18,977.76				18,977.76
Net Assets - General Government	306,072.20				306,072.20
Current Year Net Assets - General Government	152,800.92				152,800.92
Net Assets, Unrestricted		\$1,238,693.26			1,238,693.26
Current Year Net Assets, Unrestricted		119,923.81			119,923.81
Net Assets, Unrestricted			(\$2,444,277.84)		(2,444,277.84)
Current Year Net Assets, Unrestricted			1,959,996.29		1,959,996.29
<b>Total Net Assets</b>	<u>\$414,575.77</u>	<u>\$1,358,617.07</u>	<u>(\$484,281.55)</u>	<u>\$0.00</u>	<u>\$1,288,911.29</u>
<b>Total Liabilities and Net Assets</b>	<u>\$414,575.77</u>	<u>\$2,546,477.79</u>	<u>\$22,238.23</u>	<u>\$24,655,000.00</u>	<u>\$27,638,291.79</u>

**Poitras East CDD**  
Statement of Activities  
As of 8/31/2023

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
<b><u>Revenues</u></b>					
On-Roll Assessments	\$311,694.36				\$311,694.36
Off-Roll Assessments	49,641.99				49,641.99
Other Income & Other Financing Sources	4,258.00				4,258.00
Inter-Fund Transfers In	18,977.76				18,977.76
Off-Roll Assessments		\$440,877.17			440,877.17
Inter-Fund Group Transfers In		14,656.51			14,656.51
Debt Proceeds		20,501,235.10			20,501,235.10
Other Income & Other Financing Sources			\$316,128.53		316,128.53
Inter-Fund Transfers In			(14,656.51)		(14,656.51)
Debt Proceeds			10,093,568.54		10,093,568.54
Total Revenues	<u>\$384,572.11</u>	<u>\$20,956,768.78</u>	<u>\$10,395,040.56</u>	<u>\$0.00</u>	<u>\$31,736,381.45</u>
<b><u>Expenses</u></b>					
Supervisor Fees	\$1,800.00				\$1,800.00
D&O Insurance	2,694.00				2,694.00
Trustee Services	5,648.38				5,648.38
Management	32,083.37				32,083.37
Engineering	13,894.58				13,894.58
Disclosure	2,500.00				2,500.00
District Counsel	28,464.22				28,464.22
Assessment Administration	15,000.00				15,000.00
Audit	5,000.00				5,000.00
Arbitrage Calculation	1,000.00				1,000.00
Travel and Per Diem	36.21				36.21
Postage & Shipping	598.92				598.92
Legal Advertising	8,520.29				8,520.29
Meeting Room	1,000.04				1,000.04
Office Supplies	125.00				125.00
Web Site Maintenance	2,250.00				2,250.00
Dues, Licenses, and Fees	175.00				175.00
Electric	2,192.18				2,192.18
Water Reclaimed	11,278.89				11,278.89
General Insurance	3,294.00				3,294.00
Property & Casualty	10,903.00				10,903.00
Irrigation Parts	2,976.00				2,976.00
Landscaping Maintenance & Material	39,938.76				39,938.76

**Poitras East CDD**  
Statement of Activities  
As of 8/31/2023

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
Flower & Plant Replacement	2,201.00				2,201.00
Contingency	1,364.18				1,364.18
Streetlights	2,220.04				2,220.04
Liftstation Maintenance	6,075.21				6,075.21
Personnel Leasing Agreement	11,550.00				11,550.00
Principal Payment (Series 2020)		\$20,344,279.48			20,344,279.48
Interest Payments (Series 2020)		509,702.05			509,702.05
Trustee Services			\$9,342.00		9,342.00
Engineering			73,455.37		73,455.37
District Counsel			55,139.50		55,139.50
Bond Counsel			70,000.00		70,000.00
District Counsel - Extraordinary			15,500.00		15,500.00
Assessment Administration			35,000.00		35,000.00
Copies			2,250.00		2,250.00
Legal Advertising			543.50		543.50
Miscellaneous			11,000.00		11,000.00
Contingency			69,655.00		69,655.00
Other Debt Service Costs			495,983.95		495,983.95
Capital Expenditures - Construction Cost			4,970,201.43		4,970,201.43
Landscaping Maintenance & Material			81,503.21		81,503.21
Contingency			2,558,132.38		2,558,132.38
Total Expenses	<u>\$214,783.27</u>	<u>\$20,853,981.53</u>	<u>\$8,447,706.34</u>	<u>\$0.00</u>	<u>\$29,516,471.14</u>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$1,989.84				\$1,989.84
Interest Income		\$17,136.56			17,136.56
Interest Income			\$12,662.07		12,662.07
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$1,989.84</u>	<u>\$17,136.56</u>	<u>\$12,662.07</u>	<u>\$0.00</u>	<u>\$31,788.47</u>
<b>Change In Net Assets</b>	<b>\$171,778.68</b>	<b>\$119,923.81</b>	<b>\$1,959,996.29</b>	<b>\$0.00</b>	<b>\$2,251,698.78</b>
<b>Net Assets At Beginning Of Year</b>	<u><b>\$242,797.09</b></u>	<u><b>\$1,238,693.26</b></u>	<u><b>(\$2,444,277.84)</b></u>	<u><b>\$0.00</b></u>	<u><b>(\$962,787.49)</b></u>
<b>Net Assets At End Of Year</b>	<u><u><b>\$414,575.77</b></u></u>	<u><u><b>\$1,358,617.07</b></u></u>	<u><u><b>(\$484,281.55)</b></u></u>	<u><u><b>\$0.00</b></u></u>	<u><u><b>\$1,288,911.29</b></u></u>

**Poitras East CDD**  
**Budget to Actual**  
**For the Month Ending 8/31/2023**

	Year To Date			FY 2023 Adopted Budget	Percentage Spent
	Actual	Budget	Variance		
<b><u>Revenues</u></b>					
On-Roll Assessments	\$ 311,694.36	\$ 331,122.92	\$ (19,428.56)	\$ 361,225.00	114.28%
Off-Roll Assessments	49,641.99	-	49,641.99	-	
Other Income & Other Financing Sources	4,258.00	-	4,258.00	-	
Carryforward Revenue	47,208.33	47,208.33	-	51,500.00	91.67%
<b>Net Revenues</b>	<b>\$ 412,802.68</b>	<b>\$ 378,331.25</b>	<b>\$ 34,471.43</b>	<b>\$ 412,725.00</b>	<b>100.02%</b>
<b><u>General &amp; Administrative Expenses</u></b>					
Supervisor Fees	\$ 1,800.00	\$ 4,400.00	\$ (2,600.00)	\$ 4,800.00	37.50%
D&O Insurance	2,694.00	2,772.92	(78.92)	3,025.00	89.06%
Trustee Services	5,648.38	5,500.00	148.38	6,000.00	94.14%
Management	32,083.37	32,083.33	0.04	35,000.00	91.67%
Engineering	13,894.58	11,000.00	2,894.58	12,000.00	115.79%
Disclosure	2,500.00	4,583.33	(2,083.33)	5,000.00	50.00%
Property Appraiser	-	183.33	(183.33)	200.00	
District Counsel	28,464.22	27,500.00	964.22	30,000.00	94.88%
Assessment Administration	15,000.00	6,875.00	8,125.00	7,500.00	200.00%
Reamortization Schedules	-	229.17	(229.17)	250.00	0.00%
Audit	5,000.00	5,500.00	(500.00)	6,000.00	83.33%
Arbitrage Calculation	1,000.00	458.33	541.67	500.00	200.00%
Travel and Per Diem	36.21	275.00	(238.79)	300.00	12.07%
Telephone	-	45.83	(45.83)	50.00	0.00%
Postage & Shipping	598.92	458.33	140.59	500.00	119.78%
Copies	-	916.66	(916.66)	1,000.00	0.00%
Legal Advertising	8,520.29	11,000.00	(2,479.71)	12,000.00	71.00%
Bank Fees	-	165.00	(165.00)	180.00	0.00%
Miscellaneous	-	5,972.08	(5,972.08)	6,515.00	0.00%
Meeting Room	1,000.04	366.67	633.37	400.00	250.01%
Office Supplies	125.00	229.17	(104.17)	250.00	50.00%
Web Site Maintenance	2,250.00	2,585.00	(335.00)	2,820.00	79.79%
Holiday Decorations	-	916.67	(916.67)	1,000.00	0.00%
Dues, Licenses, and Fees	175.00	160.42	14.58	175.00	100.00%
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 120,790.01</b>	<b>\$ 124,176.24</b>	<b>\$ (3,386.23)</b>	<b>\$ 135,465.00</b>	<b>89.17%</b>
<b><u>Field Operations</u></b>					
<b>Electric Utility Services</b>					
Electric	\$ 2,192.18	\$ 4,583.33	\$ (2,391.15)	\$ 5,000.00	43.84%
<b>Water-Sewer Combination Services</b>					
Water Reclaimed	11,278.89	27,500.00	(16,221.11)	30,000.00	37.60%
<b>Other Physical Environment</b>					
General Insurance	3,294.00	3,391.67	(97.67)	3,700.00	89.03%
Property & Casualty Insurance	10,903.00	8,066.67	2,836.33	8,800.00	123.90%
Other Insurance	-	91.67	(91.67)	100.00	0.00%
Irrigation Repairs	2,976.00	13,750.00	(10,774.00)	15,000.00	19.84%
Landscaping Maintenance & Material	39,938.76	48,730.00	(8,791.24)	53,160.00	75.13%
Tree Trimming	-	458.33	(458.33)	500.00	0.00%
Flower & Plant Replacement	2,201.00	6,875.00	(4,674.00)	7,500.00	29.35%
Contingency	1,364.18	25,666.67	(24,302.49)	28,000.00	4.87%
<b>Road &amp; Street Facilities</b>					
Entry and Wall Maintenance	-	2,750.00	(2,750.00)	3,000.00	0.00%
Hardscape Maintenance	-	4,583.33	(4,583.33)	5,000.00	0.00%
Alleyway Maintenance	-	9,166.67	(9,166.67)	10,000.00	0.00%
Streetlights	2,220.04	22,916.67	(20,696.63)	25,000.00	8.88%
Accent Lighting	-	458.33	(458.33)	500.00	0.00%
Liftstation Maintenance	6,075.21	13,750.00	(7,674.79)	15,000.00	40.50%
<b>Parks &amp; Recreation</b>					
Personnel Leasing Agreement	11,550.00	11,000.00	550.00	12,000.00	96.25%
<b>Reserves</b>					
Infrastructure Capital Reserve	40,000.00	36,666.67	3,333.33	40,000.00	100.00%
Alleyway Reserve	15,000.00	13,750.00	1,250.00	15,000.00	100.00%
<b>Total Field Operations Expenses</b>	<b>\$ 148,993.26</b>	<b>\$ 254,155.01</b>	<b>\$ (105,161.75)</b>	<b>\$ 277,260.00</b>	<b>53.74%</b>
<b>Total Expenses</b>	<b>\$ 269,783.27</b>	<b>\$ 378,331.25</b>	<b>\$ (108,547.98)</b>	<b>\$ 412,725.00</b>	<b>65.37%</b>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$ 1,989.84	\$ -	\$ 1,989.84	\$ -	
<b>Total Other Revenues (Expenses) &amp; Gains (Losses)</b>	<b>\$ 1,989.84</b>	<b>\$ -</b>	<b>\$ 1,989.84</b>	<b>\$ -</b>	
<b>Net Income (Loss)</b>	<b>\$ 145,009.25</b>	<b>\$ -</b>	<b>\$ 145,009.25</b>	<b>\$ -</b>	

Poitras East CDD  
Cash Flow

	Beg. Cash	FY22 Inflows	FY22 Outflows	FY23 Inflows	FY23 Outflows	End. Cash
10/1/2022	197,890.08	-	(10,742.01)	2.55	(10,591.67)	176,558.95
11/1/2022	176,558.95	-	(11,329.64)	2,872.00	(15,751.04)	152,350.27
12/1/2022	152,350.27	-	-	56,703.17	(39,151.87)	169,901.57
1/1/2023	169,901.57	-	-	56,982.23	(4,789.45)	222,094.35
2/1/2023	222,094.35	-	-	56,713.40	(8,682.15)	270,125.60
3/1/2023	270,125.60	-	-	135,035.26	(10,534.43)	394,626.43
4/1/2023	394,626.43	-	-	5,570.93	(66,369.10)	333,828.26
5/1/2023	333,828.26	-	-	2,052.73	(35,778.00)	300,102.99
6/1/2023	300,102.99	-	-	8,262.26	(16,702.52)	291,662.73
7/1/2023	291,662.73	-	-	3.63	(22,859.90)	268,806.46
8/1/2023	268,806.46	-	-	63,043.12	(22,396.62)	309,452.96
9/1/2023	309,452.96	-	-	-	(4,002.32)	305,450.64 as of 09/11/2023
	Totals	-	(22,071.65)	387,241.28	(257,609.07)	