

# Postras East Community Development District

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

<http://poitrasedcdd.com/>

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Postras East Community Development District ("District"), scheduled to be held at **4:00 p.m. on Tuesday, February 20, 2024, at 6900 Tavistock Lakes Blvd. Ste 200, 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: pfmccd.webex.com

Participant Code: 2531 126 0013#

## BOARD OF SUPERVISORS' MEETING AGENDA

### Organizational Matters

- Roll Call to Confirm Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the December 12, 2023, Board of Supervisors' Meeting**  
*(provided under separate cover)*
- 2. **Consideration of Resolution 2024-01, Designating Authorized Signatories for the District's Bank Account(s)**
- 3. **Consideration of Resolution 2024-02, Election of Officers**
- 4. **Consideration of Resolution 2024-03, Adopting Underwriter Services Selection Policy**

### Business Matters

- 5. **Consideration of Pest Control Proposals**
- 6. **Ratification of Operation and Maintenance Expenditures Paid in December 2023 in an amount totaling \$27,725.03**
- 7. **Ratification of Operation and Maintenance Expenditures Paid in January 2024 in an amount totaling \$42,374.85** *(provided under separate cover)*
- 8. **Ratification of Requisition Nos. 2020-283 – 2020-288 Paid in December 2023 in an amount totaling \$49,755.24**
- 9. **Ratification of Requisition Nos. 2020-289 – 2020-298 Paid in January 2024 in an amount totaling \$119,529.28** *(provided under separate cover)*
- 10. **Recommendation of Work Authorization/Proposed Services** *(if applicable)*
- 11. **Review of District's Financial Position and Budget to Actual YTD** *(provided under separate cover)*

### Other Business

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



6. Irrigation Supervisor
- B. Supervisor Requests

**Adjournment**



# **Postras East Community Development District**

**Minutes of the December 12, 2023,  
Board of Supervisors' Meeting**  
*(provided under separate cover)*

# **Postras East Community Development District**

**Resolution 2024-01,  
Designating Authorized Signatories for the  
District's Bank Account(s)**

## RESOLUTION 2024-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER TO DESIGNATE THE AUTHORIZED SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S); AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Poitras East Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and Situated entirely within Orange County, Florida; and

**WHEREAS**, the Board of Supervisors of the District ("Board") has selected a depository as defined in Section 280.02, Florida Statutes, which meets all the requirements of Chapter 280 and has been designated by the State Chief Financial Officer as a qualified public depository; and

**WHEREAS**, the Board desires now to authorize signatories for the operating bank accounts(s).

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

Section 1. The Chairperson, Vice Chairperson, Secretary, Assistant Secretaries, Treasurer and Assistant Treasurers are hereby designated as authorized signatories for the operating bank account(s) of the District.

Section 2. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED THIS 20th DAY of February 2024.**

<b>ATTEST:</b>	<b>POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT</b>
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\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice-Chair

# **Postras East Community Development District**

**Resolution 2024-02,  
Election of Officers**

## RESOLUTION 2024-02

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the **POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT** (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District desires to elect the Officers of the District.

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

- Section 1.      Richard Levey is elected Chair.
- Section 2.      Rob Adams is elected Vice Chair.
- Section 3.      Jennifer Walden is elected Secretary.
- Section 4.      Lynne Mullins is elected Assistant Secretary.
- Frank Paris is elected Assistant Secretary.
- Julie Salvo is elected Assistant Secretary.
- Brent Schademan is elected Assistant Secretary.
- Section 5.      Jennifer Glasgow is elected Treasurer.
- Section 6.      Amanda Lane is elected Assistant Treasurer.
- Amy Champagne is elected Assistant Treasurer.
- Rick Montejano is elected Assistant Treasurer.
- Verona Griffith is elected Assistant Treasurer.
- Section 7.      All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.
- Section 8.      This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 20<sup>th</sup> DAY of February 2024.**

**ATTEST:**

**POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice-Chair

**Postras East  
Community Development District**

**Resolution 2024-03,  
Adopting Underwriter Services Selection Policy**



## **RESOLUTION 2024-03**

### **A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN UNDERWRITING SERVICES SELECTION POLICY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Poitras East Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Florida; and

**WHEREAS**, Chapters 190 *Florida Statutes*, authorize the District to adopt rules and policies to govern the administration of the District; and

**WHEREAS**, the District was created for the purpose of financing and managing the acquisition, construction, installation, maintenance, and operation of community development facilities, services, and improvements within and without the boundaries of the District; and

**WHEREAS**, the District has previously indicated its intention to undertake, install, establish, construct, or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the issuance of bonds; and

**WHEREAS**, in connection with the sale and issuance of such bonds, the District may employ the services of firms providing underwriting services in structuring and delivering bonds; and

**WHEREAS**, pursuant to section 190.033(3), *Florida Statutes*, certain contractual services, including underwriting services, are not subject to competitive purchasing requirements; however, the District desires to adopt this Policy to support economical and efficient operations of the District; and

**WHEREAS**, the District desires to adopt by resolution the Underwriting Services Selection Policy attached hereto as **Exhibit A** and hereby determines that adoption of such is in the best interests of the District.

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

**SECTION 1.** The attached Underwriting Services Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF FEBRUARY, 2024.**

**ATTEST:**

**POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

## **EXHIBIT “A”**

### **POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT UNDERWRITING SERVICES SELECTION POLICY**

#### **A. Purpose.**

1. The purpose of this policy is to establish procedures for the selection of a firm to provide Underwriting Services in connection with the offering of Bonds for the Poitras East Community Development District as such terms are defined herein.
2. Pursuant to section 190.033(3), *Florida Statutes*, contractual services, including Underwriting Services, are not subject to competitive purchasing requirements. However, the District desires to adopt this Policy to support economical and efficient operations of the District. Regardless of the procedure used by the District under this Policy for selection of a firm to provide Underwriting Services, no rights or remedies under this Policy, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Underwriting Services to the District.

#### **B. Definitions.**

1. “Board” means the Board of Supervisors for the District.
2. “Bonds” means bonds issued by the District pursuant to Chapter 190, *Florida Statutes*, the maturity of which is greater than five (5) years.
3. “District” means the Poitras East Community Development District.
4. “District Management” means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.
5. “Sister Districts” means the Greenway Improvement District, the Midtown Improvement District, the Myrtle Creek Improvement District, and the Midtown Improvement District.
6. “Underwriting Services” means at a minimum, the following services to be provided to the District with respect to a specific Bond issuance and/or under a continuing basis:
  - (a) Advice to the District on the structure, timing and terms of the Bonds;
  - (b) Assistance with coordination of the financing process
  - (c) Performance of due diligence
  - (d) Assistance with the preparation of an offering memorandum
  - (e) Review of the District’s assessment and Bond documents
  - (f) Marking and offering of Bonds to investors

#### **C. Procedure Regarding Underwriting Services Selection.**

1. Request for Proposals.

- (a) When Underwriting Services are desired with respect to a specific Bond issuance and/or under a continuing basis, the Board may cause to be prepared a Request for Proposals (“RFP”).
- (b) District Management shall make a good faith effort to provide written notice, including by electronic mail, of the RFP to at least three (3) firms who provide Underwriting Services. The notice is not required to be published in a newspaper, a publicly accessible website, or by any other means. The RFP shall request written qualifications from firms interested in providing Underwriting Services to the District. The RFP shall state the time and place for submitting proposals.
- (c) The District will evaluate timely submitted proposals during a publicly held meeting. The Board may conduct discussions with, and may require public presentation by, firms regarding their Proposal. The District will select the firm that submitted a proposal that best meets the overall needs of the District. Factors and qualifications that may be considered by the Board in its evaluation include, but are not limited to, all or a portion of the following:
  - i. Compensation structures including: management fee, underwriting fee, expenses, and take-down (commission).
  - ii. Relevant experience and analytic capability of the firm and the individuals assigned to the issuer, and experience of the individual in charge of day-to-day management of the bond sale, including both the investment banker(s) and the underwriter(s).
  - iii. The firm's bond distribution capabilities and firm's ability to access both retail and institutional investors should be described.
  - iv. The firm's participation in the District's recent bond sales or the bond sales of other issuers in the same state, including any Sister District or other governmental entity in the state, if any.
  - v. Analytic capability of the firm and assigned investment banker(s).
  - vi. Access to sources of current market information to provide bond pricing data before, during and after the sale.
  - vii. The amount of uncommitted capital available and the ability and willingness of the firm to purchase the entire offering of the issuer, if necessary, in the case of a firm underwriting.
- (d) Simultaneously with the review of the submitted Proposals, the District may undertake negotiations with those firms that have submitted reasonable and timely Proposals and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements.
- (e) Notice of the intent to award, including rejection of some or all Proposals, shall be provided in writing to all proposers by United States Mail or via electronic mail.
- (f) The District may maintain a list of firms interested in receiving notices of Requests for Proposals for Underwriting Services. The District shall make reasonable efforts to provide copies of any notices to such firms, but the failure to do so shall not give such

firms any protest or other rights or otherwise disqualify any otherwise valid selection process.

- (g) If only one (1) Proposal is received in response to an RFP, the District may proceed with the Proposal. If no Proposals are received, the District may take whatever steps are reasonably necessary in order to proceed with the selection of a firm to provide Underwriting Services. Nothing in this Policy shall prevent the District from evaluating and eventually selecting a firm if less than three (3) Proposals are received.
  - (h) The Board has the right to reject any and all Proposals and such reservations shall be included in all Requests for Proposals and notices.
2. Exemptions. The selection of a firm to provide Underwriting Services to the District is exempt from this Policy when:
- (a) the District selects a firm that it has previously selected in a manner consistent with the procedures of this Policy and the Board determines it is in the best interests of the District to do so;
  - (b) the District selects a firm that any Sister District or other governmental entity has previously selected in a manner consistent with the procedures of this Policy and the Board determines it is in the best interests of the District to do so;
  - (c) the District selects a firm that it has previously selected to provide Underwriting Services and the Board determines it is in the best interests of the District to do so; or
  - (d) the District selects a firm in any other manner that the Board determines is in the best interest of the District, which may include a direct negotiation and selection without a competitive selection process.

**Specific Authority:** §§ 190.011(3), (5) and (9); 190.033(3), *Florida Statutes*

**Effective date:** \_\_\_\_\_, 2024

# **Postras East Community Development District**

## **Pest Control Proposals**

Fire Ant Treatment Quotes

	Current Cost/Budget	Fire Ant Control	Massey	BrightView
PECDD	\$0.00	\$595.00	\$0.00	\$0.00
Notes	Contingency	Sister District Vendor	Declined to bid	Declined to bid



## FIRE ANT CONTROL, LLC

6671 Juniper Lane

Bokeelia, FL 33922

[info@fireantcontrol.com](mailto:info@fireantcontrol.com)

239-321-8200

### FIRE ANT CONTROL PROPOSAL

#### Proposal Submitted to:

Contact Business  
Name: Samantha Sharenow Name: Poitras CDD  
Service  
Location: \_\_\_\_\_ Date: 8 January 2024

City, State, Zip: Lake Nona, FL Phone: 407-522-7140

#### We hereby submit specifications and estimates for:

The treatment for the control of fire ants the above described property. Cost below includes the amterials and applications.

Additional work to be done, comments or special instructions: Poitras area roadways

Fire Ant Control, LLC. guarantees to provide full coverage service to apply fire ant bait to the above named property with permission of the above named contact. Fire Ant Control, LLC. guarantees to control fire ant infestations, specifically to reduce the size and number of fire ant colonies/mounds on the property.

Customer patience is all that is needed with fire ant control. For optimal results, 2-3 applications per year are mandatory for year-round control. If prior to the next treatment (after allowing eight (8) weeks from application date), a fire ant infestation occurs on the treated area, Fire Ant Control, LLC. **will retreat the area of infestation** at no additional cost.

TERMS OF AGREEMENT: All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost , will be executed only upon written orders, and will become an extra charge over and above the estimate.

Fire Ant Control, LLC. reserves the right to adjust pricing prior to the next treatment and will advise customer of an adjustment in advance.

All agreements are contingent upon weather, accidents, and unforeseen delays, which are all beyond the control of and no liability will be assumed by Fire Ant Control, LLC. due to these conditions. Fire Ant Control, LLC. makes no expressed or implied warranties of products used other than that specified by the manufacturer. This proposal is subject to acceptance within 30 days and is void thereafter.

Fire Ant Control, LLC cannot guarantee fire ants will never be present on the property. At any time during or after treatment, it is possible for fire ant nests to exist on and around the property, even with regular treatments - for this reason, continue to monitor the property to protect people and animals from possible contact with fire ants.

Price per treatment \$595.00 Submitted for Fire Ant Control, LLC by: Pete Rials, Owner

**Acceptance of Proposal:** The above prices, specifiation and conditions are hereby accepted. Fire Ant Control, LLC. is authorized to do the work as specified.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Acceptance of this proposal, either by signature or by verbal agreement, makes the agreement the invoice for payment of service. **Payment is due upon completion of the services stated above.** After thirty days, accounts are considered to be in arrears and an interest charge of 1.5% monthly accrues until this invoice is paid in full. Customer is liable for all legal and collection fees.



# **Postras East Community Development District**

**Operation and Maintenance Expenditures Paid in  
December 2023 in an amount totaling \$27.725.03**

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

The total items being presented:      **\$27,725.03**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairman

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

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

**Poitras East CDD**  
AP Check Register (Current by Bank)  
Check Dates: 12/1/2023 to 12/31/2023

check No.	date	status*	Vendor ID	Payee Name	Amount
<b>BANK ID: CN1705 - FLORIDA COMMUNITY BANK</b>					<b>001-101-0000-00-01</b>
1489	12/22/23		DONMC	Donald W McIntosh Associates	\$312.50
1490	12/22/23		KUTAK	Kutak Rock	\$2,042.55
1491	12/22/23		ORLSEN	Orlando Sentinel	\$219.50
1492	12/22/23		PFMGC	PFM Group Consulting	\$4,459.68
1493	12/22/23		WRE	Wind River Environmental	\$150.00
1494	12/29/23		BERMAN	Berman Construction	\$1,200.00
1495	12/29/23		EPRA	epra Landscape	\$17,667.91
<b>BANK CN1705 REGISTER TOTAL:</b>					<b>\$26,052.14</b>
<b>GRAND TOTAL :</b>					<b>\$26,052.14</b>

26,052.14	Checks 1489-1495
1,672.89	PA 218 - OUC paid online
27,725.03	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 #217

11/30/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>Donald W McIntosh Associates</b> Engineering Services Through 3/2023	45011	\$ 312.50	FY 2024
2	<b>Kutak Rock</b> General Counsel Through 31/2023	3311487	\$ 2,042.55	FY 2024
3	<b>Orlando Sentinel</b> Legal Advertising on 11/06/2023 (Ad: 7524227)	OSC82786104	\$ 219.50	FY 2024

**TOTAL**

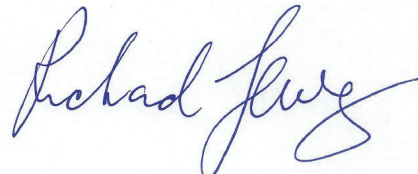
**\$ 2,574.55**

2,574.55

FY 2023

FY 2024

  
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

**RECEIVED**

By Amanda Lane at 11:06 am, Dec 11, 2023

Daniel J. Young

Digital  
Young  
DN, C=US,  
E=dan.young@tavistock.com,  
O=Tavistock Development  
Co., CN=Daniel J. Young  
Date 3 6  
13234-500

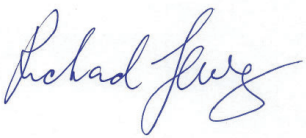
## Poitras East Community Development District

### Payment Authorization #218

12/8/2023

Item No.	Payee	Invoice Number	General Fund
1	<b>Berman Construction</b>		
	December Lift Station Maintenance	41414	\$ 200.00
	December Administrator & Irrigation Specialist	41415	\$ 1,000.00
2	<b>Ceptra Landscape</b>		
	December Landscaping	O-S5230	\$ 17,667.91
3	<b>OUC</b>		
	Acct: 2989510986 ; Service 11/01/2023 - 12/01/2023	--	\$ 1,672.89
	<b>PFM Group Consulting</b>		
	Series 2023 Quarterly Disclosures 10/01/2023 - 12/31/2023	128236	\$ 1,250.00
	December DM Fee	DM-12-2023-45	\$ 3,208.33
	October Postage	OE-EXP-11-2023-22	\$ 1.35
	<b>Wind River Environmental</b>		
	Lift Station Inspection	6138498	\$ 150.00
<b>TOTAL</b>			<b>\$ 25,150.48</b>

  
District Manager / Assistant DM

  
Chairperson

Poitras East Community Development District  
c/o PFM Group Consulting  
3501 Quadrangle Boulevard, Ste. 70  
Orlando, FL 32817  
LaneA@pfm.com // (407) 723-5925

**RECEIVED**  
By Amanda Lane at 11:18 am, Dec 21, 2023

Daniel J. Young  
Digitally signed by Daniel J. Young  
DN: cn=Dan Young, o=Poitras East Community Development District, email=Dan.Young@pfm.com, c=US  
Date: 2023.12.21 11:18:00 -0500

# **Postras East Community Development District**

**Operation and Maintenance Expenditures Paid in  
January 2024 in an amount totaling \$42,374.85**  
*(provided under separate cover)*

# **Postras East Community Development District**

**Requisition Nos. 2020-283 – 2020-288 Paid in  
December 2023 in an amount totaling \$49,755.24**

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

REQUISITION NO.	PAYEE	AMOUNT
S2020-283	Donald W McIntosh Associates	\$43,590.10
S2020-284	Kutak Rock	\$318.00
S2020-285	Orlando Sentinel	\$407.01
S2020-286	Yovaish Engineering Services	\$4,710.00
S2020-287	Boggy Creek Improvement District	\$47.63
S2020-288	Kittelson & Associates	\$682.50
		<b>\$49,755.24</b>



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

ATE:	November 30, 2023	REQUISITION NO:	283
PAYEE:	Donald W McIntosh Associates Inc	AMOUNT DUE:	\$43,590.10
ADRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none"><li>• Invoice 45012 for Project 18124 (Poitras East CDD) Engineering Services Through 11/03/2023 – <b>\$2,775.00</b></li><li>• Invoice 45015 for Project 23524 (Poitras East – Lift Station G Evaluation) Engineering Services Through 1/03/2023 <b>\$4,598.00</b></li><li>• Invoice 45016 for Project 23541 (Luminary Boulevard Extension &amp; Jim Branch Creek Crossing) Through 1/03/2023 <b>\$16,228.90</b></li><li>• Invoice 45017 for Project 23584 (Centerline Drive Segment H1) Through 11/03/2023 – <b>\$15,457.20</b></li><li>• Invoice 45018 for Project 23585 (Centerline Drive Segment H2) Through 11/03/2023 – <b>\$4,531.00</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:  12/16/23  
DISTRICT ENGINEER Jeffrey J. Newton, PE

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

DATE:	November 30, 2023	REQUISITION NO:	284
PAYEE:	Kutak Rock	AMOUNT DUE:	\$318.00
ADDRESS:	PO Box 30057 Omaha NE 68103-1157	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 3311488 for Project 15623-2 (Project Construction) Through 10/31/2023		

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.

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: \_\_\_\_\_ 12/6/23  
DISTRICT ENGINEER Jeffrey J. Newton, PE

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

DATE:	November 30, 2023	REQUISITION NO:	285
PAYEE:	Orlando Sentinel	AMOUNT DUE	\$407.01
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 081981585000 for Construction-Related Legal Advertising (Ad 7518470) on 10/25/2023		

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: \_\_\_\_\_  
DISTRICT ENGINEER Jeffrey J. Newton, PE

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

DATE:	November 30, 2023	REQUISITION NO:	286
PAYEE:	Yovaish Engineering Services	AMOUNT DUE:	\$4,710.00
ADDRESS:	953 Sunshine Lane Altamonte Springs, FL 32714	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none"><li>• Invoice 12981 for Contract PN 23-E2114.18A (Subsoil &amp; GWL Investigation H1) Services Through 11/13/2023 – <b>\$1,190.00</b></li><li>• Invoice 12982 for Contract PN 23-E2114.18B (Subsoil &amp; GWL Investigation H2) Services Through 11/13/2023 – <b>\$1,950.00</b></li><li>• Invoice 12983 for Contract PN 23-E2114.18C (Subsoil &amp; GWL Investigation H3) Services Through 11/13/2023 – <b>\$1,570.00</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.


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

POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT

BY:   
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable 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:  12/6/23  
DISTRICT ENGINEER Jeffrey J. Newton, PE

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

DATE:	December 8, 2023	REQUISITION NO:	287
PAYEE:	Boggy Creek Improvement District	AMOUNT DUE:	\$47.63
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 OSC83945445 ; Ad: 7534378), Req. 2013-434		

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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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.

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POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT



BY: \_\_\_\_\_  
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:  12/15/23  
DISTRICT ENGINEER Jeffrey J. Newton, PE

**RECEIVED**

By Amanda Lane at 9:40 am, Dec 15, 2023



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

DATE:	December 8, 2023	REQUISITION NO:	288
PAYEE:	Kittelson & Associates	AMOUNT DUE:	\$682.50
ADDRESS:	PO Box 40847 Portland, OR 97240	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 141281 for Project 262690 (Narcoossee & Luminary Post Design) Through 10/31/2023		

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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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:  12/15/23  
DISTRICT ENGINEER Jeffrey J. Newton, PE

**RECEIVED**

By Amanda Lane at 9:40 am, Dec 15, 2023

# **Postras East Community Development District**

**Requisition Nos. 2020-289 – 2020-298 Paid in  
January 2024 in an amount totaling \$119,529.28**  
*(provided under separate cover)*

# **Postras East Community Development District**

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



### Recommendation for Work Authorization / Proposed Services

Brief Description: Transportation analysis of the projected traffic flows to/from the future BCR intersection based upon future build-out as well as BCR improvements.

c: Jennifer Walden  
Tucker Mackie  
Jeffrey Newton  
Lynne Mullins

February 12, 2024

Project #: 29435

Jeffrey J. Newton, PE  
Poitras East Community Development District  
12051 Corporate Boulevard  
Orlando, Florida 32817

RE: Centerline Drive Segment H3 Analysis

Dear Jeffrey:

Attached is a proposal for traffic engineering and planning services associated with Centerline Drive Segment H. Part "A" identifies our proposed services for the project in accordance with the terms and conditions outlined in Part "B". This scope was developed based on our discussions with you, our review of the proposed development plan, and our familiarity with the Lake Nona region.

We propose to conduct the services (detailed in Part "A" herein) on a lump sum, as a percentage (%) complete, basis for \$15,500 (detailed in Table 1 of the attached Part "B"). This proposal (scope of work, budget, and timeline) is effective for sixty days.

Daniel Torre, PE will serve as the Project Manager and Adam Burghdoff, PE will serve as the Project Principal providing senior review and quality assurance. Any questions of a technical or contractual nature can be directed to either of us.

Please review this proposal at your earliest convenience. If the attached Professional Services Agreement is satisfactory, please return a signed copy electronically. A fully executed copy will be returned for your records. Thank you for the opportunity to propose on this project. If you have any questions, please call us at 407.373.1121.

Sincerely,  
**KITTELSON & ASSOCIATES, INC.**



Daniel Torre  
Senior Engineer



Adam Burghdoff  
Principal Engineer

## PROFESSIONAL SERVICES AGREEMENT

February 12, 2024

Kittelson & Associates, Inc.  
225 East Robinson Street, Suite 355  
Orlando, FL 32801  
407.540.0555 (P)  
407.540.0550 (F)

Postras East Community Development District with an office at 12051 Corporate Boulevard, Orlando Florida 32817 (the “CLIENT”) hereby enters into this Professional Services Agreement (this “Agreement”) with KITTELSON & ASSOCIATES, INC. to perform the services as described in this Agreement’s Part “A” - Scope of Work (the “Services”) for the Centerline Drive Segment H3 Analysis (the “Project”), subject to all of the provisions described in Part “B” Terms and Conditions.

### PART A - SCOPE OF WORK

#### PROJECT UNDERSTANDING

The Postras East Community Development District desires to extend Centerline Drive from Luminary Boulevard to Boggy Creek Road. This roadway falls within the Lake Nona PD. The latest transportation analysis within the Lake Nona PD was prepared in the 2022 *Lake Nona PD Network Analysis*. It is understood that the current plans for the Lake Nona PD may be refined as the Lake Nona area continues to develop. The magnitude and timing of the development program modifications are not yet known. Therefore, this scope of work is based upon the current approvals in place at the time of this document. Additional development program scenarios will be analyzed as additional services.

#### TASK 1 – DATA COLLECTION

Kittelson will retain a subconsultant to collect traffic counts at the study intersection. The traffic counts will include 12-hour manual turning movement counts at the intersection of Boggy Creek Road and the Renaissance Charter School driveway from 6:00 AM to 6:00 PM on a normal weekday (Tuesday, Wednesday, or Thursday) with Osceola County public schools in session.

#### TASK 2 – FUTURE VOLUME DEVELOPMENT

Kittelson will utilize the network analysis completed as part of the 2022 *Lake Nona PD Network Analysis* effort to prepare future buildout volumes for the proposed intersection of Centerline Drive and Boggy Creek Road. The project trip assignment determined in the *Lake Nona PD Network Analysis* will be utilized at the study intersection.

### TASK 3 – INTERSECTION ANALYSIS

Kittelson will develop volume forecasts and future-year analyses for the intersection of Centerline Drive and Boggy Creek Road. Kittelson will assign estimated future traffic volume projections to the study intersections using the trip assignment established in Task 2. Recommended intersection geometrics will be determined based upon analysis software implementing the Highway Capacity Manual methodologies, FDOT Quality/Level of Service standards, and engineering judgment. AM and PM peak hour traffic forecasts will be completed as part of this task.

Based upon the results of the review, Kittelson will provide bubble diagrams indicating recommendations for intersection approach geometry including the number of lanes and turn lanes, required queue storage (based upon 95<sup>th</sup> percentile queues), and intersection control (i.e., signalized, stop-control).

### TASK 4 – SUMMARY MEMORANDA AND MEETINGS

The results of the analyses in Tasks 1-3 will be summarized in a DRAFT summary memorandum and submitted to the Client for review. Subsequent to Client review, Kittelson will address any Client comments in a revised, FINAL report for Client use. In the event that the Client's comments result in additional analyses above and beyond those noted in Tasks 1 through 4, then those out-of-scope analyses will be conducted as additional services. Kittelson will prepare for up to and attend up to three (3) project related meetings to discuss the study results and conclusions.

**This scope does not include preparatory time (graphics and handouts) or attendance time for any public hearings or meetings. All client requests for presentations and meetings of this nature will be accommodated on a time-and-materials basis and will be considered additional services.**

## PART B – TERMS AND CONDITIONS

- I. **GENERAL:** The terms and conditions set forth herein shall govern all services subsequently performed on behalf of CLIENT unless changed by a written agreement signed by KITTELSON & ASSOCIATES, INC. In case any one or more of the provisions contained in this Agreement shall be held unenforceable, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
- II. **LIMITATION OF LIABILITY:** CLIENT AGREES THAT IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT, KITTELSON & ASSOCIATES, INC.'S AGGREGATE JOINT, SEVERAL AND INDIVIDUAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PROFESSIONAL MALPRACTICE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY SHALL BE LIMITED TO AN AMOUNT NO GREATER THAN THREE TIMES THE TOTAL COMPENSATION RECEIVED BY KITTELSON & ASSOCIATES, INC. UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.
- III. **LIMITATION OF REMEDY:** CLIENT COVENANTS THAT IT WILL NOT, UNDER ANY CIRCUMSTANCES, BRING A LAWSUIT OR CLAIM AGAINST KITTELSON & ASSOCIATES, INC.'S INDIVIDUAL EMPLOYEES, OFFICERS, DIRECTORS OR SHAREHOLDERS AND THAT CLIENT'S SOLE REMEDY SHALL BE AGAINST KITTELSON & ASSOCIATES, INC.
- IV. **WAIVER OF CONSEQUENTIAL DAMAGES:** NEITHER KITTELSON & ASSOCIATES, INC. NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO FINES, PENALTIES AND LOST PROFITS, WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY.
- V. **INDEMNITY:** To the maximum extent allowed by law, CLIENT and KITTELSON & ASSOCIATES, INC. shall indemnify and hold harmless, but not defend, each other and the indemnified party's employees, officers, directors and agents from, for and against all claims, losses, legal costs and expenses resulting from any bodily injury or property damage, but only to the extent caused by the indemnifying party's negligence.
- VI. **OWNERSHIP OF DOCUMENTS:** KITTELSON & ASSOCIATES, INC is deemed the author and owner of its documents and other instruments of service, and will retain all common law, statutory, and other reserved rights, including copyrights. So long as CLIENT complies with all terms of this Agreement, including but not limited to terms of payment, KITTELSON & ASSOCIATES, INC. grants CLIENT a nonexclusive license to use instruments of professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by CLIENT, without KITTELSON & ASSOCIATES, INC.'s written permission, shall be at CLIENT's own sole risk and CLIENT agrees to defend, indemnify, reimburse and hold harmless KITTELSON &

ASSOCIATES, INC. from all claims, liabilities, losses, costs, damages and expenses, including attorney's fees and expert's fees, related to the reuse by CLIENT or others acting through CLIENT.

VII. **ELECTRONIC DOCUMENTS:** If KITTELSON & ASSOCIATES, INC. provides CLIENT any documents or other instruments of service in electronic form ("Electronic Documents"), acceptance and use of the electronic documents by CLIENT shall be at CLIENT's sole risk and CLIENT shall:

- a. Waive and covenant not to sue KITTELSON & ASSOCIATES, INC. or its employees alleging any inaccuracy or defect of the Electronic Documents.
- b. Agree that KITTELSON & ASSOCIATES, INC. makes no representation with regard to the compatibility of the Electronic Documents with any software or hardware or that the data is fit for any specific use.
- c. Indemnify, hold harmless, reimburse and defend KITTELSON & ASSOCIATES, INC. from, for and against any claim, damage, liability, loss, expense or cost, including attorneys' fees and expert's fees, that may arise from CLIENT'S use of the Electronic Documents or any subsequent modification of the Electronic Documents by any person or entity.
- d. CLIENT agrees that prior to use of the Electronic Documents on any project other than the Project, CLIENT shall retain the services of a licensed professional as necessary to review and revise the Electronic Documents for compliance with the local laws, practices and standards of the place where the Project will be located.

VIII. **DISPUTE RESOLUTION:** In any dispute arising out of this Agreement or the Services, with the exception of disputes relating to CLIENT's non-payment, partial payment or late payment of any amount due under an invoice issued by KITTELSON & ASSOCIATES, INC. ("Payment Disputes"), for which the remedy will be in accordance with Article XVI of this Agreement, the Parties shall first attempt to resolve the dispute through good-faith negotiation. In the event that the Parties are unable to resolve the dispute through negotiation, CLIENT agrees that any claim or dispute arising out of this Agreement or the Services, with the exception of Payment Disputes, shall be submitted to non-binding mediation. If the dispute cannot be resolved by mediation, the parties agree to submit their dispute to binding arbitration before a single arbitrator. The arbitration shall be held in Multnomah County, Oregon and shall be conducted by and pursuant to the rules of Arbitration Service of Portland, Inc. (ASP), and the arbitrator shall be chosen in accordance with ASP rules. Except in the case of Payment Disputes, the parties agree that so long as they are making good-faith efforts to resolve the dispute pursuant to the terms of this Article, they shall continue to perform under this Agreement.

IX. **GOVERNING LAW:** Without regard to conflict of laws, the rights and liabilities of the parties under this Agreement shall be governed by the laws of the State of Oregon.

X. **TIME BAR TO LEGAL ACTION:** All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred

and under no circumstances shall any such legal action be initiated by either party after the earlier of three (3) years or the State's applicable statute of limitations, both of which shall commence to run on the last day Services are performed under this Agreement.

- XI. **DIRECT EXPENSES:** KITTELSON & ASSOCIATES, INC.'s Direct Expenses shall be those costs incurred on or directly for the Project, including but not limited to necessary transportation costs including mileage at the current IRS-allowed rates, meals and lodging. Reimbursement for automobiles, meals and lodging, and any other expenses furnished by commercial sources shall be on the basis of actual charges plus a 10% markup.

All communication fees including, but not limited to computer services, telephone, faxes, postage, overnight deliveries, and in-house copies, printing, and binding charges shall be billed on the basis of a per direct labor hour fee when furnished by KITTELSON & ASSOCIATES, INC.

- XII. **PROFESSIONAL SERVICES:** KITTELSON & ASSOCIATES, INC. staff is defined as all permanent and temporary employees, as well as any and all contract labor of KITTELSON & ASSOCIATES, INC. All KITTELSON & ASSOCIATES, INC., staff time spent working on the Project will be billed as applicable per Table 1.

- XIII. **COST ESTIMATE:** Any cost estimates provided by KITTELSON & ASSOCIATES, INC. as part of the Services will be on a basis of experience and judgment, but because it has no control over market conditions or bidding procedures KITTELSON & ASSOCIATES, INC. cannot warrant that bids, construction or other Project costs will not vary from these cost estimates.

- XIV. **PEER REVIEW:** Any peer review report prepared by KITTELSON & ASSOCIATES INC. as part of the Services herein merely represents its professional, unbiased opinion regarding the deliverable. This opinion is based solely on KITTELSON & ASSOCIATES, INC.'S evaluation of the information provided by CLIENT and should not be considered an exhaustive review, insurance against errors or omissions in the deliverable, or advocacy of the intended project. CLIENT agrees that the purpose and intent of KITTELSON & ASSOCIATES, INC.'S evaluation of the deliverable is to reduce the risk of errors or omissions only and not to eliminate such risk. KITTELSON & ASSOCIATES, INC. offers no warranty or guarantee with regard to any requested peer review performed under this AGREEMENT.

- XV. **TERMINATION FOR CONVENIENCE:** In addition to other rights of termination, either CLIENT or KITTELSON & ASSOCIATES, INC. may terminate this Agreement for its convenience by giving 30 days' written notice to the other party. In such event, CLIENT shall forthwith pay KITTELSON & ASSOCIATES, INC. in full for all work previously authorized and performed prior to effective date of termination as well as all unavoidable expenses incurred prior to termination.

- XVI. **PAYMENT TO KITTELSON & ASSOCIATES, INC./REMEDIES FOR PAYMENT DISPUTES:** Monthly invoices will be issued by KITTELSON & ASSOCIATES, INC. for all services performed under the terms of this Agreement, and reimbursement of direct expenses. A retainer, if applicable, will be required in advance of start of services and will be credited to the final invoice(s) of Project. Invoices are due

and payable within 30 days of receipt. The CLIENT must notify the KITTELSON & ASSOCIATES, INC.'s Project Manager or Project Accountant, in writing, within 30 days of receipt of any disputed charges in an invoice (the "Disputed Charges"). In the event CLIENT gives notice of any Disputed Charges in an invoice, the undisputed invoiced amounts are still due and owing under the terms of this Article. Interest at the rate of 1.5 percent per month, or alternatively at the highest monthly rate allowable in the jurisdiction where the Services are being provided, whichever is higher, will be charged on all past due amounts. Interest charges on past due amounts are in addition to the fixed ceiling for the contract and are not counted in determining whether the fixed ceiling has been reached. CLIENT'S failure to make payments to KITTELSON & ASSOCIATES, INC. within 90 days of the issuance of an invoice shall constitute a material breach of this Agreement and KITTELSON & ASSOCIATES, INC. shall have the option to withhold services until paid or terminate this Agreement. Payment Disputes, including but not limited to disputes over (a) CLIENT's non-payment or late payment of any charge on an invoice; and (b) any charge on an invoice identified by CLIENT as a Disputed Charge, are not subject to the Dispute Resolution and Arbitration provisions of Article VIII of this Agreement, and KITTELSON & ASSOCIATES, INC. may avail itself of any and all available legal and equitable remedies to address such Payment Disputes, including, but not limited, to asserting a lien against the real property where PROJECT is located. In the event KITTELSON & ASSOCIATES, INC. is required to undertake collection actions, or otherwise incur any costs in connection with the collection of amounts owing under a past-due invoice, all such costs shall be the responsibility of CLIENT. KITTELSON & ASSOCIATES, INC. prefers that all payments be made through the Automated Clearing House Network ("ACH"). The following bank account information is provided below for this purpose:

Account Name: Kittelson & Associates, Inc.  
Bank Name: Chase Bank  
Account Number: 179118350  
ABA Number: 325070760  
Remittance Advice: [apinvoice@kittelson.com](mailto:apinvoice@kittelson.com)

- XVII. **PREVAILING PARTY ATTORNEY FEES:** In the event of any litigation between the parties arising out of this Agreement, including mandatory arbitration under Article VIII of this Agreement, the prevailing party shall be entitled to recovery of its reasonable attorney's fees incurred in the litigation.
- XVIII. **ADDITIONAL INSURED:** KITTELSON & ASSOCIATES, INC. shall cause its general liability insurers to name CLIENT as an additional insured.
- XIX. **PROFESSIONAL STANDARDS:** KITTELSON & ASSOCIATES, INC. shall be responsible for performing the Services to the level of competency currently maintained by other practicing professional engineers performing the same type of services in CLIENT'S community. KITTELSON & ASSOCIATES, INC. makes no warranty, guarantee or assurance, express or implied, that the Services will yield or accomplish a perfect or particular outcome for the Project.



XX. **ENTIRE AGREEMENT:** This Agreement constitutes the entire, legally-binding contract between the parties regarding its subject matter and supersede any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written. Amendments to this Agreement will be governed by this Agreement and must be in writing and signed by both the CLIENT and KITTELSON & ASSOCIATES, INC.

XXI. **NO THIRD PARTY RIGHTS:** To the fullest extent permitted by law, no party has any third party beneficiary or other rights arising from or related to the Services.

**AUTHORIZATION TO PROCEED:** Signing this form shall constitute agreement with all terms and conditions of this AGREEMENT and authorization by CLIENT for KITTELSON & ASSOCIATES, INC. to proceed with performance of the Services as of the date first written above (the "EFFECTIVE DATE").

**Table 1:**

Project Phase Description	Billing Method	Authorized Amount
Tasks 1-4	Lump Sum	\$15,500

Accepted for:

**POITRAS EAST COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Approved for:

**KITTELSON & ASSOCIATES, INC.**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# **Postras East Community Development District**

**District's Financial Position  
and Budget to Actual YTD**  
*(provided under separate cover)*