

Postras East Community Development District

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

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Postras East Community Development District ("District"), scheduled to be held at **4:00 p.m. on Tuesday, May 21, 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

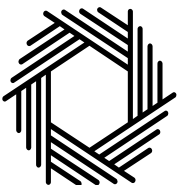
- Roll Call to Confirm Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the April 16, 2024, Board of Supervisors' Meeting** (*provided under separate cover*)
- 2. **Consideration of Resolution 2024-03, Underwriter Services Selection Policy**
- 3. **Letter from Supervisor of Elections – Orange County**

Business Matters

- 4. **Consideration of Prequalified Contractors Extension**
- 5. **Consideration of Award of Centerline Drive Segment H-1 Project**
 - a. **Construction Committee Recommendation** (*provided under separate cover*)
- 6. **Consideration of Resolution 2024-06, Approving a Preliminary Budget for Fiscal Year 2025 and Setting a Public Hearing Date** [*suggested date of August 20, 2024*] (*provided under separate cover*)
- 7. **Ratification of Operation and Maintenance Expenditures Paid in April 2024 in an amount totaling \$22,088.32** (*provided under separate cover*)
- 8. **Ratification of Requisition Nos. 2020-309 – 2020-314 Paid in April 2024 in an amount totaling \$127,576.41** (*provided under separate cover*)
- 9. **Recommendation of Work Authorization/Proposed Services** (*if applicable*)
- 10. **Review of District's Financial Position and Budget to Actual YTD** (*provided under separate cover*)

Other Business

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



pfm

B. Supervisor Requests

Adjournment



Postras East Community Development District

**Minutes of the April 16, 2024,
Board of Supervisors' Meeting**
(provided under separate cover)

**Postras East
Community Development District**

**Resolution 2024-03,
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 21st DAY OF MAY, 2024.

ATTEST:

**POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

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**

**Letter from Supervisor of Elections
– Orange County**

Glen Gilzean
Supervisor of Elections
Orange County, Florida



OUR MISSION IS TO:
*Ensure the integrity of the electoral process.
Enhance public confidence.
Encourage citizen participation.*

April 19, 2024

Jennifer Walden, District Manager
Poitras East CDD
PFM Group Consulting LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

To whom it may concern,

Per the requirements of Chapter 190.006, Florida Statutes, the Orange County Supervisor of Elections Office Mapping Department has determined the number of registered voters in the district as of April 15, 2024. Our research is based on the most recent legal description provided to us by the District Office.

As of **April 15, 2024** there are **732 registered voter(s)** in the **Poitras East CDD**.

A map and list of addresses can be provided upon request. Please contact the Mapping Department at 407-254-6554 with any questions.

Sincerely,

Mapping Department
Orange County Supervisor of Elections
Phone: 407-254-6554
119 W. Kaley Street
Orlando, FL 32806
soemapping@ocfelections.gov

Postras East Community Development District

Prequalified Contractors Extension

**POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT
PREQUALIFIED CONTRACTORS**

August 2021

- Garney Construction
- Hubbard Construction Company
- JMHC, Inc.
- Jon M. Hall Company
- Jr. Davis Construction Company
- The Middlesex Corporation
- Phillips & Jordan
- Prime Construction Group
- Southern Development & Construction
- Watson Civil Construction

Note:

Cathcart Construction still good through December 2021.

**Postras East
Community Development District**

Award of Centerline Drive Segment H-1 Project

Postras East Community Development District

Construction Committee Recommendation
(provided under separate cover)

**Postras East
Community Development District**

**Resolution 2024-06,
Approving a Preliminary Budget for Fiscal Year
2025 and Setting a Public Hearing Date**
(provided under separate cover)

**Postras East
Community Development District**

**Operation and Maintenance Expenditures Paid in
April 2024 in an amount totaling \$22,088.32**
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**Postras East
Community Development District**

**Requisition Nos. 2020-309 – 2020-314 Paid in
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**Postras East
Community Development District**

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

BOGGY CREEK IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Centerline Drive Segment H1 Additional Services

Brief Description: Design modifications to add a roundabout.

Name of Consultant /Vendor: McIntosh Associates

Is this work pursuant to an existing Agreement? Yes No

If so, name and date of Agreement: _____

Is this project included in the District Capital Improvement Plan? Yes No

Are the services required contemplated in the Capital Improvement Plan? Yes No


Is this a continuation of previously authorized work? Yes No

Proposal attached: Yes No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 34,390

Recommendation: Approve Deny

By:  _____
Daniel J. Young

Dan Young, Chairman
Boggy Creek Improvement District Construction Committee

- c: Jennifer Walden
- Tucker Mackie
- Jeffrey Newton
- Lynne Mullins

March 5, 2024
Revised May 9, 2024

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

Re: Centerline Drive Segment H1 Additional Services
Orlando, Florida
McIntosh Job No. 23584 (018-023)

McIntosh Associates (McIntosh) is pleased to submit for your consideration this Additional Services Agreement to provide professional surveying and engineering services to Poitras East Community Development District (“District” or “CLIENT”) for Centerline Drive Segment H1 (“Project”). The scope of this proposal includes Services related to CLIENT’s modification of the southerly extension of Centerline Drive to add a roundabout intersection configuration at the intersection of Centerline Drive and Hartline Way. The Attachments consist of the Basis of Proposal and Client Responsibilities. This Additional Services Agreement supplements our work authorization for the referenced project dated July 12, 2023 (“Original Work Authorization”) as follows:

I. Scope of Service

PART I - PROFESSIONAL SURVEYING & MAPPING

- A. **BOUNDARY AND TOPOGRAPHIC SURVEY FOR REVISED FINAL PLAT** – Preparation of an updated site boundary and topographic survey (NAVD88 Datum) of lands to be revised within the limits of the final plat that include the roundabout 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 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. If during the preparation process, additional phases or revisions are required due to CLIENT changes, any required Additional Services will be authorized under a separate agreement.
- B. **FINAL PLAT MODIFICATION** – Preparation of revised final plat to include the roundabout. Revision includes resubmittal to the City of Orlando of the record plat for the Project for recording complete with installation of additional PRM's (one time only) as required by state and local regulation(s); includes submittal of supporting documents prepared by others. If, during the preparation process, additional phases or revisions are required due to CLIENT changes, any required Additional Services will be authorized under a separate agreement.

- C. FINAL PLAT PROCESSING – Additional processing of final plat for changes to include the roundabout.
- D. BOUNDARY SURVEY (HOLD HARMLESS AGREEMENT) – Preparation of a site boundary survey of the property required for the hold harmless agreement that will be prepared 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 improvements will be limited to visible surface features only. Surveying of elevations and underground utilities within the property is not included and will be provided by the CLIENT from the site contractor. The signed and sealed surveys by others will be submitted to the City of Orlando to satisfy the as-built survey requirements for the project. The hold harmless survey will incorporate the horizontal location of the drainage pipes, sanitary sewer lines, reclaim water lines and potable water lines as provided by the contractor into the DWMA survey.

PART II - CIVIL ENGINEERING

- A. ENGINEERING PLAN MODIFICATION – Revise approved final engineering plans and calculations to incorporate a roundabout at the intersection of Hartline Way and Centerline Drive. The roundabout geometry will be provided by Kittelson & Associates, Inc.
- B. PROCESS PLANS – Process the revised plans through the City of Orlando, Orange County Utilities, Orlando Utilities Commission and FDEP (as necessary) as a revision to the approved plans.

FEE SCHEDULE

Contract Item	Billing Item	Description	Fee
		Part I - Professional Surveying & Mapping	
A.	018	Revised Plat Boundary and Topographic Survey	\$4,640.00
B.	019	Revised Final Plat	5,850.00
C.	020	Additional Final Plat Processing	1,000.00
D.	021	Hold Harmless Survey	13,800.00
		Subtotal	\$25,290.00
		Part II - Civil Engineering	
A.	022	Engineering Plan Modifications	\$5,600.00
B.	023	Process Plans (Hourly NTE)*	3,500.00
		Subtotal	\$9,100.00
		TOTAL	\$34,390.00

*Hourly NTE = to be billed on the hourly rate schedule not to exceed the listed amount without prior CLIENT authorization

II. Compensation

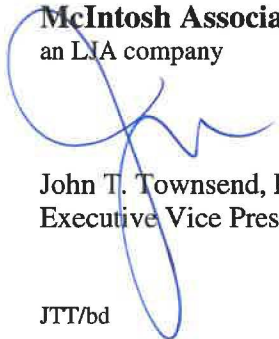
CLIENT will compensate McIntosh pursuant to the hourly rate schedule contained in the Engineering Agreement and/or the lump sums listed above. CLIENT will reimburse McIntosh all direct costs, which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Engineering Agreement.

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

We appreciate your continued confidence in McIntosh and look forward to continuing to serve you.

Sincerely,

McIntosh Associates
an LIA company



John T. Townsend, PE
Executive Vice President

JTT/bd

ACCEPTANCE OF CONTRACT BY:

[Signature]

[Date]

[Name and Title]

[Company]

PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MCINTOSH ASSOCIATES 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.

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. McIntosh presumes CLIENT is aware of the issues and resultant impacts described. McIntosh disclaims responsibility for delays that may be encountered due to failure on the part of CLIENT to address concurrency and consistency issues prior to initiation of Services proposed herein. McIntosh 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.

McIntosh 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 McIntosh, shall be retained separately by CLIENT. **No Services are included in this Agreement other than those specifically listed herein.**

McIntosh 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 McIntosh. In doing so, McIntosh 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.). McIntosh assumes no liability for damages to any design element caused by the improper design, construction, operation, or maintenance of improvements designed by others.

McIntosh, 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 McIntosh with permission to utilize and rely upon their work product as the basis of McIntosh's design. Certain elements designed by others may be shown in McIntosh construction plans for context only.

McIntosh'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 McIntosh.

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

Any opinion of construction cost prepared by McIntosh represents its judgment as a design professional and is supplied for the general guidance of CLIENT only since McIntosh has no control over the cost of labor and material or over competitive bidding or market conditions. McIntosh 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 McIntosh 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 McIntosh's engineering Services. McIntosh'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.

CLIENT's contractor and/or surveyor will provide certified as-built surveys prepared by a Florida-licensed surveyor for McIntosh's use and reliance in preparing project certifications and/or record drawings. Any as-built surveys required to be performed by McIntosh 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.

Postras East Community Development District
Centerline Drive Segment H1 Additional Services
BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES
DWMA Job No. 23584 (018-023)
March 5, 2024 – Revised May 9, 2024
Page 5 of 5

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

CLIENT RESPONSIBILITIES

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

CLIENT will provide McIntosh 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 McIntosh by CLIENT, which will be complete with final geometry, and will be relied upon by McIntosh.

When required for the Project, 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. McIntosh has CLIENT's authority to rely on this professional information as a basis for its design Services and certifications.

When required for the Project, CLIENT will engage a professional environmental consultant to provide jurisdictional determinations and necessary design and permitting support for wetland and special species issues.

When required for the Project, 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.

When required for the Project, CLIENT will engage a professional landscape architect to provide landscape and irrigation design related to the development of the property as intended by CLIENT.

When required for the Project, CLIENT will engage a professional architect to perform all architectural services including, without limitation, incorporation of the work product of McIntosh, and compliance with local, state, or federal laws, regulations, codes, and Americans with Disabilities Act ("ADA") requirements.

When required for the Project, 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.

When required for the Project, CLIENT will engage a professional legal counselor to provide legal services related to development of the property as intended by CLIENT.

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

When required for the Project, CLIENT will engage a professional archaeologist to provide archaeological analysis related to development of the property as intended by CLIENT.

CLIENT agrees that McIntosh shall have no responsibility for the accuracy of information provided by, or for any portion of the Project designed by CLIENT or CLIENT's other consultants, or for compliance with local, state, or federal ADA requirements. McIntosh shall not be required to check or verify 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. CLIENT also agrees to require all other consultants engaged by CLIENT to coordinate their design or construction documents or reports with the work product of McIntosh, to promptly report any conflicts or inconsistencies to McIntosh and to cooperate fully in the resolution of those conflicts or inconsistencies. CLIENT further agrees, to the fullest extent permitted by law, to indemnify and hold harmless McIntosh 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 CLIENT.

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

CLIENT will provide McIntosh 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.

Postras East Community Development District

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