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

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Poitras East Community Development District ("District"), scheduled to be held at **4:00 p.m. on Tuesday, 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: pfmcdd.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
- 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
- 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]
- 7. Ratification of First Amendment to Geotech Services Agreement with Yovaish
- 8. Ratification of Operation and Maintenance Expenditures Paid in April 2024 in an amount totaling \$4,070.22
- 9. Ratification of Requisition Nos. 2020-309 2020-314 Paid in April 2024 in an amount totaling \$127,576.41
- 10. Recommendation of Work Authorization/Proposed Services (if applicable)
- 11. Review of District's Financial Position and Budget to Actual YTD

Other Business

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

Adjournment



Minutes of the April 16, 2024, Board of Supervisors' Meeting

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES

FIRST ORDER OF BUSINESS

Roll Call to Confirm Quorum

The Board of Supervisors' Meeting for the Poitras East Community Development District was called to order on Tuesday, April 16, 2024, at 4:00 p.m. at 6900 Tavistock Lakes Blvd., Ste. 200, Orlando, FL 32827.

Present:

Rob Adams Vice Chairman
Frank Paris Assistant Secretary (joined @ 4:02pm)

Brent Schademan Assistant Secretary
Julie Salvo Assistant Secretary

Also attending:

Jennifer Walden PFM
Lynne Mullins PFM

Jorge JimenezPFM(via phone)Amanda LanePFM(via phone)

Jeffrey Newton Donald W. McIntosh Associates

Ryan Dugan Kutak Rock (via phone) Samantha Sharenow Berman (via phone)

Dan Young Tavistock
DJ Batten Berman

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Walden called for public comments. She noted there were no public comments.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the February 20, 2024, Board of Supervisors' Meeting

The Board reviewed the minutes of the February 20, 2024, Board of Supervisors' Meeting.

On motion by Mr. Schademan, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Minutes of the February 20, 2024, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-03, Underwriter Services Selection Policy

Mr. Dugan stated this policy is in the same form that was presented at the previous Board Meeting as no comments or concerns were brought to District staff. He noted the District has a Bond Anticipation Note

coming due in December and, if the Board would like to use this process for purposes of selecting an underwriter for bonds associated with the BAN, the Board should consider adopting this policy; however, adoption of this policy is not required for purposes of selecting an underwriter for such bonds. Mr. Schademan asked if the sister Districts have taken any action. Ms. Walden noted that the Boggy Creek Improvement District Board tabled the item so that Mr. Ventura had time to review and provide feedback. Mr. Dugan confirmed that this District has additional time to review before making a decision. The Board decided to table this item.

Ms. Walden noted that Mr. Paris has joined the meeting in progress at 4:02 p.m.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-04, Designating Date, Time, and Location for Landowners' Meeting

Ms. Walden explained this Resolution states that Seat 4, currently held by Mr. Rob Adams, is subject to election by the Landowners' in November. District staff is suggesting November 5, 2024, at 10:00 a.m. at this location.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved Resolution 2024-04, Designating Date, Time, and Location for Landowners' Meeting for November 5, 2024, at 10:00 a.m. at 6900 Tavistock Lakes Blvd., Ste. 200, Orlando, FL 32827.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-05, General Election

Ms. Walden explained there are two parts needed for a District to transition Board Member seats to the general election. She explained that the first threshold is when the District hits 250 registered voters, which the District did last year, with 309 voters. The second threshold is when the District has been in existence for six years, which is happening this year. This Resolution states that Seat 3, currently held by Ms. Julie Salvo, and Seat 5, currently held by Mr. Frank Paris, are scheduled for the general election in November. Ms. Walden noted the District Manager is authorized to notify the Orange County Supervisor of Elections and to publish notice of the qualifying period.

On motion by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved Resolution 2024-05, General Election, with Seat 3 and Seat 5 up for General Election.

SEVENTH ORDER OF BUSINESS

Review of Fiscal Year 2025 Operations & Maintenance Budget

Ms. Walden stated District staff, as well as the Construction Committee, is still in discussion on this item, but she wanted to check with the Board for any items of concern before the budget is presented at the next meeting. She noted the District is not projected to increase assessments at this time.

EIGHTH ORDER OF BUSINESS

Ratification of Landscape and Irrigation Easement Agreement (City of Orlando Community Park)

Mr. Dugan stated this property was turned over from TDCP to the City for ownership. There is a strip along Luminary Boulevard and the Orlando Community Park where there is landscaping and irrigation installed. He explained this is an easement agreement from the City to allow District maintenance of that area.

On motion by Mr. Schademan, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified the Landscape and Irrigation Easement Agreement (City of Orlando Community Park).

NINTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in February 2024 in an amount totaling \$444,515.84

The Board reviewed O&M Expenditures paid in February 2024. Ms. Walden noted these O&M Expenditures have been approved and need to be ratified.

On motion by Mr. Adams, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified the Operation and Maintenance Expenditures paid in February 2024 in an amount totaling \$444,515.84.

TENTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in March 2024 in an amount totaling \$32,925.48

The Board reviewed O&M Expenditures paid in March 2024. Ms. Walden noted these O&M Expenditures have been approved and need to be ratified.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified the Operation and Maintenance Expenditures paid in March 2024 in an amount totaling \$32,925.48.

ELEVENTH ORDER OF BUSINESS

Ratification of Requisition Nos. 2020-301 – 2020-307 Paid in February 2024 in an amount totaling \$408,482.57 The Board reviewed Requisition Nos. 2020-301 – 2020-307. Ms. Walden noted these Requisitions have been approved and need to be ratified.

On motion by Ms. Salvo, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified Requisition Nos. 2020-301 – 2020-307 paid in February 2024 in an amount totaling \$408,482.57.

TWELFTH ORDER OF BUSINESS

Ratification of Requisition No. 2020-308 Paid in March 2024 in an amount totaling \$47.65

The Board reviewed Requisition No. 2020-308. Ms. Walden noted this Requisition has been approved and needs to be ratified.

On motion by Mr. Paris, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified Requisition No. 2020-308 paid in March 2024 in an amount totaling \$47.65.

THIRTEENTH ORDER OF BUSINESS

Recommendation of Work Authorization/Proposed Services

Mr. Young stated there is a Work Authorization from Yovaish (Minutes Exhibit A) for the Luminary Boulevard extension to the west.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Work Authorization with Yovaish for the Luminary Boulevard extension to the west in a not-to-exceed amount of \$3,000.00.

FOURTEENTH ORDER OF BUSINESS

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

Ms. Walden stated through March, the District has expenses of just under \$215,000.00 versus an overall budget of \$797,000.00. So, the District has spent approximately 27% of the adopted budget.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

<u>District Counsel</u> –

No report. Mr. Adams asked for assistance on the Form 1 to ensure the disclosure is done accurately. Mr. Dugan responded that he is happy to meet with him to assist.

<u>District Manager</u> – Ms. Walden stated the next Board Meeting is May 21, 2024, where the

Board will be approving the preliminary budget for the upcoming Fiscal

Year.

District Engineer – Mr. Newton stated he has three items to update the Board on.

He and his team are still working with the signal Contractor on fixing the pedestrian push button at Narcoossee Road and Luminary Boulevard.

Lift Station G has one final item before the District receives the City permit to proceed and District staff is waiting for a bond addendum from the Contractor.

Centerline Drive Segment H1 bids are due on May 6, 2024. The recommendation will be brought next month to the Board.

Discussion ensued regarding the pedestrian push button process.

<u>Construction Supervisor</u> – No report.

<u>Landscape Supervisor</u> – No report.

Irrigation Supervisor – No report.

SIXTEENTH ORDER OF BUSINESS

Supervisor Requests

Mr. Schademan asked about irrigation. Mr. Batten explained that a meeting was held, and it appears that the valve blowouts were occurring on the HTFL installed system as well as systems installed by other Contractors. The City was contacted regarding getting a pressure relief valve on the system. He added that the system has gone from 60 psi and jumped to 120 psi. Mr. Schademan asked about the replacement of the valves. Mr. Batten responded that some have been replaced while others have been taken apart and put back together. As such, the pricing will be lower than originally anticipated. Mr. Schademan stated that maybe the team needs to look at using different material. Mr. Batten noted that HTFL was looking into if there were any defects in the material, but he hasn't received an update yet.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

On motion by Mr. Schademan, seconded by Mr. Paris, with all in favor, the April 16, 2024, Meeting	of
the Board of Supervisors for the Poitras East Community Development District was adjourned.	

Secretary / Assistant Secretary	Chair / Vice Chair

Minutes Exhibit A



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

April 15, 2024

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

Attention:

Mr. Jeffrey J. Newton, PE

Subject:

Proposal, Preparation of SFWMD Dewatering Permit Application, Proposed

Luminary Boulevard Extension and Jim Branch Creek Culvert Crossing,

Poitras, City of Orlando, Florida (PN 23-E2114.17A)

Dear Mr. Newton:

As requested by Mr. Mike Spurlock, P. E. of McIntosh & Associates (DWMA), we have prepared a cost estimate to compile and upload the required dewatering permit application for the subject project referenced above. The results of our geotechnical investigation for the site development and site development plans prepared by DWMA will provide input to our evaluations required as input to the preparation of the dewatering permit application.

Dewatering Permit Application Permit Preparation

Included in our dewatering evaluations will be a layout for the dewatering operations. In addition, groundwater modeling will be performed to estimate dewatering rates (volumes), groundwater drawdown and/or wetland impacts, and means to mitigate adverse impacts, if required. Based on our experience with similar projects, it may not be technically or economically feasible to retain all of the dewatering effluent on-site. A temporary holding area, followed by discharge by on-site surface sheet flow may be required for treatment and disposal of dewatering effluent.

The results of our evaluations will provide background information required for review and approval of the Dewatering Permit by the South Florida Water Management District staff. We propose to prepare and submit the permit application for the project on behalf of the owner/client. Please note that our proposed fees do not include the permit application fee, which will be the responsibility of the owner/client. Based on our experience with similar projects, the application fee will be approximately \$500.00.

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

Fees

An outline of the proposed scope of work and related fees to complete our dewatering plan evaluations is presented on Attachment A. Our fee for performing the above outlined scope of work is estimated to be \$2,560.00. Our fees for the proposed scope of services will not exceed this estimate without your prior authorization.

Closure

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

Sincerely,

YOVAISH ENGINEERING SERVICES, LL Douglas J. Yovaish, P.E. Principal	
Authorizing Signature	
Title	
Date	

Attachment A: Proposal, Preparation of SFWMD Dewatering Permit Application, Proposed Luminary Boulevard Extension and Jim Branch Creek Culvert Crossing, Poitras, City of Orlando, Florida (PN 23-E2114.17A)

	DESCRIPTION	UNIT	RATE	QUANTITY	AMOUNT
-	ENGINEERING SERVICES				
1.0	ENGINEERING EVALUATIONS, SEEPAGE ANALYSES, DEWATERING EVALUATIONS AND REPORT PREPARATION				
1.1	Principal Engineer	hr	\$135.00	4	\$540.00
1.2	Project Engineer	hr	\$95.00	16	\$1,520.00
1.3	ACAD Technician	hr	\$55.00	8	\$440.00
1.4	Technical Secretary	hr	\$30.00	2	\$60.00
	Subtotal Engineering Services	<u> </u>			\$2,560.00

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 Greeneway 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. <u>Exemptions</u>. 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) a	and (9); 190.033(3),	Florida Statutes
Effective date:	2024		

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

Prequalified Contractors Extension

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT PREQUALIFIED CONTRACTORS

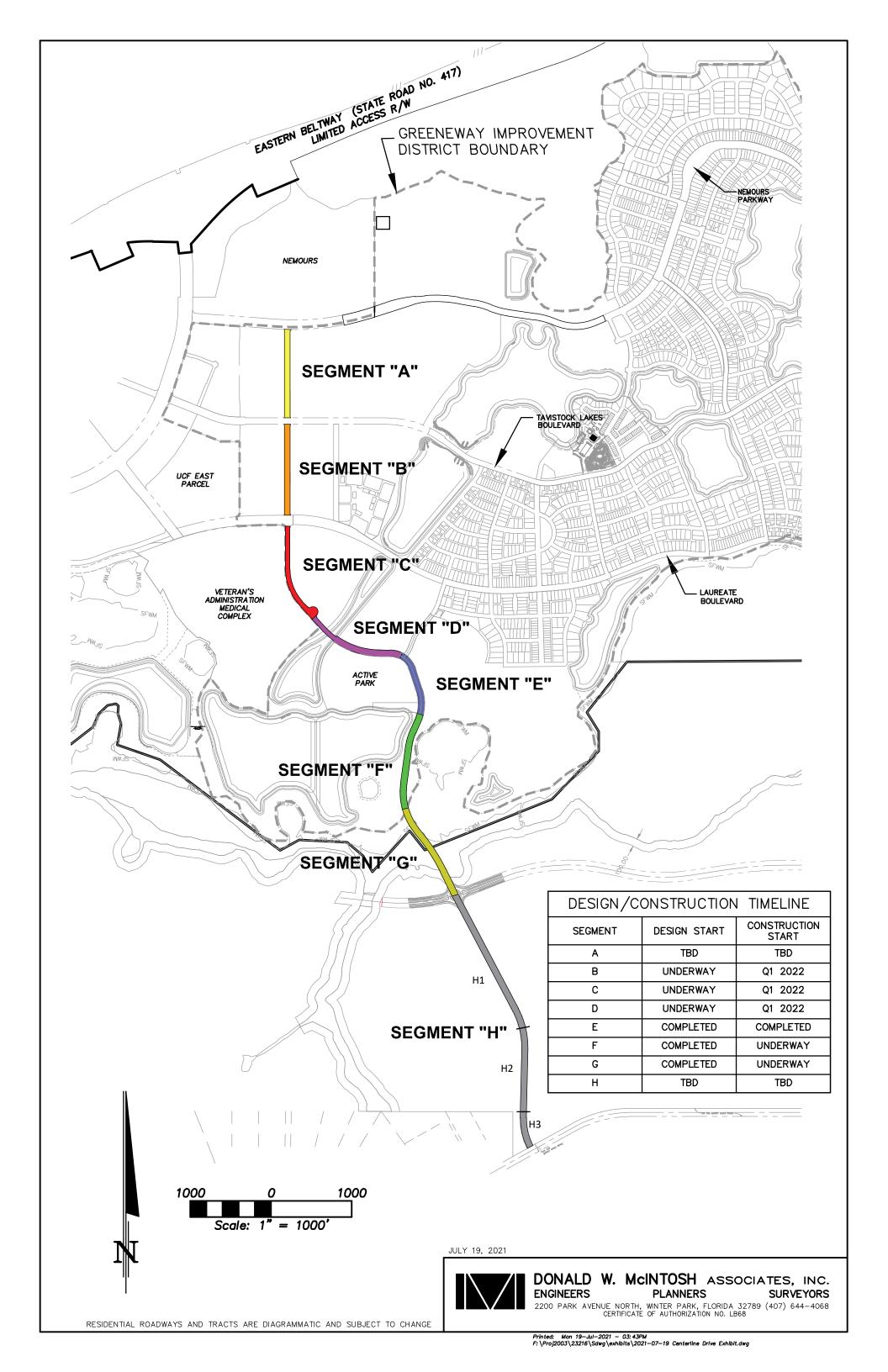
August 2021

- 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.

Award of Centerline Drive Segment H-1 Project



Construction Committee Recommendation

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT CENTERLINE DRIVE SEGMENT H-1

Bid Opening: Wednesday, May 8, 2024 @ 11:30 a.m.

Contractor	Calendar Days	Centerline Drive Segment H-1
Jr. Davis Construction	210	\$3,277,952.23
Southern Development Construction	197	\$3,840,700.00

Resolution 2024-06,
Approving a Preliminary Budget for Fiscal Year
2025 and Setting a Public Hearing Date

RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Poitras East Community Development District ("District") prior to June 15, 2024, proposed budget(s) ("Proposed Budget") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("Fiscal Year 2024/2025"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

, 2024
p.m.

- 3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to the local general-purpose governments at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.
- 5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.
 - 6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this

Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 21st DAY OF MAY 2024.

ATTEST:		POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT		
Secretary / As	ssistant Secretary	Chair/Vice Chair, Board of Supervisors		
Exhibit A:	Proposed Budget			

Exhibit A

Poitras East CDD

FY 2025 Proposed O&M Budget

	Actual Through 4/30/2024	Anticipated Anticipated FY 2024 5/2024 - 9/2024 FY 2024 Total Adopted Budget		FY 2025 Proposed Budget	
Revenues					
On-Roll Assessments	\$ 530,460.18	\$ 47,364.36	\$ 577,824.54	\$ 722,450.00	\$ 722,450.00
Off-Roll Assessments	144,625.46	Ψ 47,304.30	144,625.46	Ψ 722,430.00	Ψ 722,430.00
Other Income & Other Financing Sources	298.81		298.81		
Carryforward Revenue	43,750.00	31,250.00	75,000.00	75,000.00	82,967.10
Net Revenues	\$ 719,134.45	\$ 78,614.36	\$ 797,748.81	\$ 797,450.00	\$ 805,417.10
General & Administrative Expenses					
	\$ 600.00	f 4,000,00	f 4.600.00	\$ 4,800.00	\$ 7,200.00
Supervisor Fees		\$ 1,000.00	\$ 1,600.00		
D&O Insurance	2,788.00	-	2,788.00	3,100.00	3,206.20
Trustee Services	10,286.62	-	10,286.62	13,451.64	13,451.64
Management	22,458.31	16,041.69	38,500.00	38,500.00	38,500.00
Engineering	2,327.47	1,662.48	3,989.95	19,500.00	19,500.00
Disclosure	2,500.00	2,500.00	5,000.00	5,000.00	5,000.00
Property Appraiser	1,016.29		1,016.29	200.00	2,000.00
District Counsel Assessment Administration	9,787.49	6,991.06	16,778.55	30,000.00	30,000.00
	7,500.00	-	7,500.00	7,500.00	7,500.00
Reamortization Schedules	7 400 00	250.00	250.00	250.00	250.00
Addit	7,100.00	4 000 00	7,100.00	10,500.00	7,200.00
Arbitrage Calculation	- 11.67	1,000.00	1,000.00	1,000.00	1,000.00
Travel and Per Diem	11.67	8.34	20.01	300.00	300.00
Telephone	-	10.42	10.42	25.00	25.00
Postage & Shipping	33.34	23.81	57.15	500.00	500.00
Copies	-	416.67	416.67	1,000.00	1,000.00
Legal Advertising	1,131.18	807.99	1,939.17	12,000.00	7,500.00
Bank Fees	15.00	-	15.00	180.00	180.00
Miscellaneous	-	2,916.67	2,916.67	7,000.00	7,000.00
Meeting Room	-	333.33	333.33	800.00	250.00
Office Supplies	293.50	-	293.50	250.00	250.00
Web Site Maintenance	1,545.00	1,275.00	2,820.00	2,820.00	3,000.00
Holiday Decorations	1,250.00	-	1,250.00	5,000.00	3,000.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
Total General & Administrative Expenses	\$ 70,818.87	\$ 35,237.46	\$ 106,056.33	\$ 163,851.64	\$ 157,987.84
Field Operations					
Electric Utility Services					
Electric	\$ 1,369.39	\$ 978.14	\$ 2,347.53	\$ 5,000.00	\$ 5,000.00
Water-Sewer Combination Services					
Water Reclaimed	4,293.86	3,067.04	7,360.90	30,000.00	30,000.00
Other Physical Environment	4,200.00	0,007.04	7,000.00	00,000.00	00,000.00
General Insurance	3,409.00		3,409.00	2 700 00	2 020 25
Property & Casualty	14,657.00	-	14,657.00	3,700.00 15,000.00	3,920.35
Other Insurance	14,037.00	-	14,037.00	100.00	16,855.55 100.00
	25.004.20	- 05 400 70	- 60 452 00		
Irrigation Repairs	35,264.30 106,875.37	25,188.79	60,453.09	25,000.00	45,000.00
Landscaping Maintenance & Material	100,075.37	76,339.55	183,214.92	290,000.00 20,000.00	290,000.00
Tree Trimming	2 404 00	20,000.00	20,000.00		20,000.00
Flower & Plant Replacement	2,101.96	1,501.40	3,603.36	25,000.00	25,000.00
Contingency	422.24	301.60	723.84	30,798.36	35,958.36
Pest Control	595.00	-	595.00	-	595.00
Road & Street Facilities					
Entry and Wall Maintenance	650.00	2,500.00	3,150.00	6,000.00	6,000.00
Hardscape Maintenance	-	4,166.67	4,166.67	10,000.00	10,000.00
Alleyway Maintenance	-	4,166.67	4,166.67	10,000.00	10,000.00
Streetlights	2,659.26	1,899.47	4,558.73	41,500.00	41,500.00
Accent Lighting	-	208.33	208.33	500.00	500.00
Liftstation Maintenance	4,220.25	3,014.46	7,234.71	30,000.00	20,000.00
Parks & Recreation					
Personnel Leasing Agreement	7,000.00	29,000.00	36,000.00	36,000.00	36,000.00
Reserves					
Infrastructure Capital Reserve	-	40,000.00	40,000.00	40,000.00	40,000.00
Alleyway Reserve	-	15,000.00	15,000.00	15,000.00	15,000.00
Total Field Operations Expenses	\$ 183,517.63	\$ 227,332.12	\$ 410,849.75	\$ 633,598.36	\$ 651,429.26
Total Expenses	\$ 254,336.50	\$ 262,569.58	\$ 516,906.08	\$ 797,450.00	\$ 809,417.10
Income (Loss) from Operations	\$ 464,797.95	\$ (183,955.00)	\$ 280,842.73	\$ -	\$ (4,000.00)
Other Income (Expense)					
Interest Income	\$ 18,820.18	\$ 3,431.72	\$ 22,251.90	\$ -	\$ 4,000.00
Total Other Income (Expense)	\$ 18,820.18	\$ 3,431.72	\$ 22,251.90	\$ -	\$ 4,000.00
Net Income (Loss)	\$ 483,618.13	\$ (180,523.28)	\$ 303,094.63	<u> </u>	<u> </u>

Page 1 of 1

Poitras East CDD FY 2025 Proposed Debt Service Budget

		FY 2025 Proposed DS Budget
REVENUES:		
Series 2023	\$	2,221,906.25
TOTAL REVENUES	\$	2,221,906.25
EXPENDITURES: Series 2023 - Interest 11/1/2024	\$	600,168.75
Series 2023 - Interest 5/1/2025 Series 2023 - Principal 5/1/2025	Ψ	600,168.75 430,000.00
TOTAL EXPENDITURES	\$	1,630,337.50
EXCESS REVENUES (Series 2023 - Interest 11/1/2025)	\$	591,568.75

Revenues

On-Roll Assessments

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

Carryforward Revenue

Unused income from a prior year which is available as cash for the current year.

General & Administrative Expenses

Supervisor Fees

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

Directors' & Officers' (D&O) Insurance

Supervisors' and Officers' liability insurance.

Trustee Services

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

Management

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

Engineering

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

Disclosure

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

Property Appraiser

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

District Counsel

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

Assessment Administration

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

Reamortization Schedules

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

Audit

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

Arbitrage Calculation

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

Travel and Per Diem

Travel to and from meetings as related to the District.

Telephone

Telephone and fax machine services.

Postage & Shipping

Mail, overnight deliveries, correspondence, etc.

Copies

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

Legal Advertising

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

Bank Fees

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

Miscellaneous

Other general & administrative expenses incurred throughout the year.

Meeting Room

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

Office Supplies

General office supplies associated with the District.

Web Site Maintenance

Website maintenance fee.

Holiday Decorations

District decorations for the holidays.

Dues, Licenses & Fees

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

Field Operations

Electric Utility Services

Electric

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

Water-Sewer Combination Services

Water Reclaimed

Water used for irrigation.

Other Physical Environment

General Insurance

General liability insurance.

Property & Casualty Insurance

Insurance to protect property and cover casualty.

Other Insurance

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

Irrigation Repairs

Inspection and repair of irrigation system.

Landscaping Maintenance & Material

Contracted landscaping within the boundaries of the District.

Tree Trimming

Trimming of trees on District property.

Flower & Plant Replacement

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

Contingency

Other Field Operations expenses incurred throughout the year.

Road & Street Facilities

Entry and Wall Maintenance

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

Hardscape Maintenance

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

Alleyway Maintenance

Maintenance for alleyways within the District.

Streetlights

Streetlighting expenses within the District.

Accent Lighting

Accent lighting expenses within the District.

Lift station Maintenance

Lift station expenses within the District.

Parks & Recreation

Personnel Leasing Agreement

The lease of outside personnel per signed agreement.

Reserves

Infrastructure Capital Reserve

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

Alleyway Reserve

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

Other Revenue

Interest Income

Income from interest earnings.

First Amendment to Geotech Services Agreement with Yovaish

FIRST AMENDMENT TO GEOTECHNICAL ENGINEERING SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered into as of the 12 day of 1024, by and between:

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida, whose address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the "**Lessee**" or "**District**"), and

YOVAISH ENGINEERING SERVICES, LLC, a Florida limited liability company, with a mailing address of 953 Sunshine Lane, Altamonte Springs, Florida, 32714 (the "Contractor" and, together with the District, the "Parties").

RECITALS

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

WHEREAS, the District previously entered into that certain Agreement between the District and the Contractor for Geotechnical Engineering Services dated September 19, 2023 (the "Agreement");

WHEREAS, pursuant to the provisions of the Agreement, the parties desire to amend the Agreement through this First Amendment to the Agreement ("First Amendment") to expand the scope of services to include the additional services described in Exhibit A attached hereto and incorporated herein by this reference; and

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

NOW THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

- **SECTION 1.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this First Amendment.
- <u>Section 2.</u> The scope of services in the Agreement is hereby revised to include the additional services described in **Exhibit A**, which shall be performed by Contractor pursuant to the terms of the Agreement. The compensation for such additional services shall in the amount described in **Exhibit A**.

SECTION 3. Except as specifically amended herein, the Agreement shall remain in full force and effect, unaltered by this First Amendment.



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

Attest: Attest: Luallu Secretary Assistant Secretary	POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT Chairman, Board of Supervisors
	YOVAISH ENGINEERING SERVICES, LLC
Witness	By: Douglas Youaish
Print Name of Witness:	Its: Marager

EXHIBIT B

Additional Services



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

April 15, 2024

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

Attention:

Mr. Jeffrey J. Newton, PE

Subject:

Proposal, Preparation of SFWMD Dewatering Permit Application, Proposed

Luminary Boulevard Extension and Jim Branch Creek Culvert Crossing,

Poitras, City of Orlando, Florida (PN 23-E2114.17A)

Dear Mr. Newton:

As requested by Mr. Mike Spurlock, P. E. of McIntosh & Associates (DWMA), we have prepared a cost estimate to compile and upload the required dewatering permit application for the subject project referenced above. The results of our geotechnical investigation for the site development and site development plans prepared by DWMA will provide input to our evaluations required as input to the preparation of the dewatering permit application.

Dewatering Permit Application Permit Preparation

Included in our dewatering evaluations will be a layout for the dewatering operations. In addition, groundwater modeling will be performed to estimate dewatering rates (volumes), groundwater drawdown and/or wetland impacts, and means to mitigate adverse impacts, if required. Based on our experience with similar projects, it may not be technically or economically feasible to retain all of the dewatering effluent on-site. A temporary holding area, followed by discharge by on-site surface sheet flow may be required for treatment and disposal of dewatering effluent.

The results of our evaluations will provide background information required for review and approval of the Dewatering Permit by the South Florida Water Management District staff. We propose to prepare and submit the permit application for the project on behalf of the owner/client. Please note that our proposed fees do not include the permit application fee, which will be the responsibility of the owner/client. Based on our experience with similar projects, the application fee will be approximately \$500.00.

4057

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

Fees

An outline of the proposed scope of work and related fees to complete our dewatering plan evaluations is presented on Attachment A. Our fee for performing the above outlined scope of work is estimated to be \$2,560.00. Our fees for the proposed scope of services will not exceed this estimate without your prior authorization.

Closure

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

Sincerely,

Douglas J. Yovaish, P.E. Principal	C.
Authorizing Signature	
Title	
Date	

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Attachment A: Proposal, Preparation of SFWMD Dewatering Permit Application, Proposed Luminary Boulevard Extension and Jim Branch Creek Culvert Crossing, Poitras, City of Orlando, Florida (PN 23-E2114.17A)

	DESCRIPTION	ÜNIT	RATE	QUANTITY	AMOUNT
	ENGINEERING SERVICES				
1.0	ENGINEERING EVALUATIONS, SEEPAGE ANALYSES, DEWATERING EVALUATIONS AND REPORT PREPARATION		:		
1.1	Principal Engineer	hr	\$135.00	4	\$540.00
1.2	Project Engineer	hr	\$95.00	16	\$1,520.00
1.3	ACAD Technician	hr	\$55.00	8	\$440.00
1.4	Technical Secretary	hr	\$30.00	2	\$60.00
	Subtotal Engineering Services				\$2,560.00

Operation and Maintenance Expenditures Paid in April 2024 in an amount totaling \$4,070.22

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 April 1, 2024 through April 30, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:	\$4,070.22	
Approval of Expenditures:		
Chairman		
Vice Chairman		
Assistant Secretary		

AP Check Register (Current by Bank)

heck Dates: 4/1/2024 to 4/30/2024

heck No.	ate	tatus*	Vendor ID	Payee Name		Amount
BANK ID: C	OM1705 - CITY I	NATIONAL BANI	<			001-101-0000-00-01
1662 1663	04/10/24 04/26/24		DONMC SFWMD	Donald W McIntosh Associates South FL Water Mgmt District		\$821.21 \$2,000.00
					BANK OM1705 REGISTER TOTAL:	\$2,821.21
BANK ID: C	OM-ACH - CITY	NATIONAL BAN	K - ACH & WIRE	S		001-101-0000-00-01
70003 70004	04/12/24 04/15/24		TRUSTE OUC	US Bank as Trustee for Poitras Orlando Utilities Commission		\$550,334.73 \$1,234.01
					BANK OM-ACH REGISTER TOTAL:	\$551,568.74
					GRAND TOTAL :	\$554,389.95

2,821.21	Checks 1662-1663
550,334.73	Debt Service wire
15.00	Debt Service wire fee
1,234.01	PA 233 - OUC paid online
554,404.95	Total cash spent
4,070.22	O&M cash spent

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

^{**} Denotes broken check seq ence.

Payment Authorization #232 (revised)

3/29/2024

tem No.	Payee	Invoice Number		
1	Donald W McIntosh ssociates Engineering Services Through 03/01/2024		\$	21.21
		TOTAL	\$	21.21

District Manager / Assistant DM

Chairperson

Requisition Nos. 2020-309 – 2020-314 Paid in April 2024 in an amount totaling \$127,576.41

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 April 1, 2024 through April 30, 2024. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
S2020-309	Donald W McIntosh Associates	\$118,236.67
S2020-310	Kutak Rock	\$947.50
S2020-311	Orlando Sentinel	\$414.51
S2020-312	Orlando Utilities Commission	\$5,041.73
S2020-313	Orlando Utilities Commission	\$2,116.00
S2020-314	Yovaish Engineering Services	\$820.00
		\$127,576.41

DATE:	March 29, 2024	REQUISITION NO:	309
PAYEE:	Donald W McIntosh Associates Inc	AMOUNT DUE:	\$118,236.67
ADDRESS:	1950 Summit Park Drive, 6th Floor Orlando, FL 32810	FUND:	Acquisition/Construction
ITEM:	 Services Through 03/01/2024 Invoice 45493 for Project 235 Services Through 03/01/2024 	55 (Poitras East Master Int - \$210.00 24 (Poitras East – Lift Stat \$7,204.75	gineering Services Through frastructure Phase 1C) Engineering ion G Evaluation) Engineering extension & Jim Branch Creek
	-		nent H1) Through 03/01/2024 –
	\$21,000.03 • Invoice 45496 for Project 23585 (Centerline Drive Segment H2) Through 03/01/2024 \$13,496.70		
	• Invoice 45497 for Project 235 \$3,554.00	86 (Centerline Drive Segm	nent H3) Through 03/01/2024

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:

STRICT EXCLUSION ER Jeffrey Joewton, PE

March 29, 2024

Poitras East S2020 Req 309: Donald W McIntosh Associates

age 1 of 1

DATE: April 16, 2024 **REQUISITION NO:** 310 PAYEE: Kutak Rock AMOUNT DUE: \$947.50

ADDRESS: PO Box 30057 FUND: Acquisition/Construction

Omaha, NE 68103-1157

ITEM: Invoice 3377814 for Project 15623-2 (Project Construction) Through 02/29/2024

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.

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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

CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

DISTRICT ENGINEER

DATE: April 16, 2024 REQUISITION NO: 311
PAYEE: Orlando Sentinel AMOUNT DUE: \$414.51

ADDRESS: PO Box 100608 FUND: Acquisition/Construction

Atlanta, GA 30384-0608

ITEM: Invoice 090951679000 for Construction-Related Legal Advertising (Ad 7610685) on

04/01/2024

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, PF

DATE: April 16, 2024 **REQUISITION NO:** 312 \$5,041.73 PAYEE: Orlando Utilities Commission AMOUNT DUE: ADDRESS: c/o Donald W McIntosh Associates FUND: Acquisition/Construction 1950 Summit Park Drive, Suite 600 Orlando, FL 32810 ITEM: Work Order 863518 for the "Poitras E Parcel N-2, Lift Station" Inspection Fee

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

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

DATE: April 16, 2024 **REQUISITION NO:** 313 PAYEE: Orlando Utilities Commission AMOUNT DUE: \$2,116.00

ADDRESS: c/o Donald W McIntosh Associates FUND: Acquisition/Construction

1950 Summit Park Drive, Suite 600

Orlando, FL 32810

ITEM: Work Order 863519 for the "Poitras E Parcel N-2, Lift Station" Water Meter

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**

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

DATE: April 16, 2024 **REQUISITION NO:** PAYEE: Yovaish Engineering Services AMOUNT DUE: \$820.00

ADDRESS: 953 Sunshine Lane FUND: Acquisition/Construction

Altamonte Springs, FL 32714

ITEM: Invoice 13167 for Contract PN 23-E2114.18D (Pavement Design Recommendations)

Services Through 03/26/2024

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.

> POITRASEAST COMMUNITY DEVELOPMENT DISTRICT

CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

DISTRICT ENGINEER Jeffrey J. Newton, PE

Work Authorizations/Proposed Services (if applicable)

BOGGY CREEK IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Centerline	e Drive Segment H1 Additional Services		
Brief Description: <u>Desig</u>	n modifications to add a roundabout.		
Name of Consultant /Ven	dor: McIntosh Associates		
Is this work pursuant to a	n existing Agreement?	X Y	/esNo
If so, name and date of A	greement:		
		Χ	
Is this project included in	the District Capital Improvement Plan?	Y	YesNo
Are the services required	contemplated in the Capital Improvement Plan?	X Y	YesNo
Is this a continuation of p	reviously authorized work?	X Y	/esNo
Proposal attached:	X YesNo		
Form of Agreement Utiliz	zed: Proposal		
Amount of Services:	\$ 34,390		
Recommendation:	X Deny Approve		
By: Daniel J. Young Edd O=Tal	young@lavistock.com, istock Development Co., ainel J. Young 2024 105 13 08:13:46-04'00'		
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.

Centerline Drive Segment H1 Additional Services McIntosh Job No. 23584 (018-023) March 5, 2024 – Revised May 9, 2024 Page 2 of 5

- 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	Billing		
Item	Item	Description	Fee
		Part I - Professional Surveying & Mapping	
A.	018	Revised Plat Boundary and Topographic Survey	\$4,640.00
В.	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
В.	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

Centerline Drive Segment H1 Additional Services McIntosh Job No. 23584 (018-023) March 5, 2024 – Revised May 9, 2024 Page 3 of 5

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.

Poitras East Community Development District Centerline Drive Segment H1 Additional Services BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES McIntosh Job No. 23584 (018-023) March 5, 2024 – Revised May 9, 2024 Page 4 of 5

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. Poitras 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.



POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Centerl	ine H1 CA Services		
Brief Description: Con	struction Administration of the Centerline H1 constru	action.	
Name of Consultant /V	endor: McIntosh Associates		
Is this work pursuant to	an existing Agreement?	X Yes	No
If so, name and date of	Agreement:		
Is this project included	in the District Capital Improvement Plan?	X Yes	No
Are the services require	ed contemplated in the Capital Improvement Plan?	XYes	No
Is this a continuation of	X Yes	No	
Proposal attached:	X YesNo		
Form of Agreement Uti	lized: Proposal		
Amount of Services:	\$ 40,405		
Recommendation:	X Deny Approve		
By: Dan Young, Cl Boggy Creek In	nairman mprovement District Construction Committee		
c: Jennifer Walden Tucker Mackie Jeffrey Newton Lynne Mullins			



May 20, 2024

via email Dan. Young@Tavistock.com

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

Re: Centerline Drive Segment H1 McIntosh Job No. 23584 (024-034)

McIntosh Associates (McIntosh) is pleased to submit for your consideration this Additional Services Agreement to provide professional construction phase services to Poitras East Community Development District ("CLIENT" or "DISTRICT") for Centerline Drive Segment H1 ("Project"). The scope of this proposal includes Services related to CLIENT's construction of ±1,620 lf of 2-lane roadway with on-street parking. This Additional Services Agreement supplements our work authorization for the referenced Project dated July 12, 2023. McIntosh will provide these services pursuant to our current contract with Poitras East Community Development District dated August 21, 2018, ("Engineering Agreement") as follows:

I. Scope of Work

CONSTRUCTION PHASE SERVICES

The following scope of Construction Phase Services includes primarily those services necessary for final project certification(s). Services beyond those listed may be provided as Additional Services under a separate Agreement. The scope of construction phase services listed below assumes a construction schedule of seven (7) months. Should the construction schedule exceed the assumed duration or should the construction project or required certifications be phased, Additional Services may be required for certain items within the scope of services. This scope specifically excludes as-built surveys of constructed improvements (e.g., roads, utilities, stormwater facilities, grading, etc.). It is assumed that CLIENT's contractor will provide certified as-built surveys prepared by a Florida-licensed surveyor for McIntosh's use and reliance in preparing project certifications and record drawings.

- A. PRECONSTRUCTION CONFERENCE(S) Coordination and attendance of project preconstruction conference(s) with the City of Orlando, Orlando Utilities Commission (OUC), and Orange County Utilities (OCU).
- B. SHOP DRAWING REVIEW Review (one time) shop drawing information (limited to review for general conformance with the design intent and with information given in construction documents prepared by McIntosh). Detailed geometric review along with means, methods, techniques, sequences or procedures of construction and all safety precautions is not included and remains Contractor's responsibility.

Centerline Drive Segment H1 McIntosh Job No. 23584 (024-034) May 20, 2024 Page 2 of 4

- C. CONTRACTOR PAYMENT REQUESTS Contractor payment requests, review, and approvals (for construction related to McIntosh designs) and pertinent site observation with one visit per month for the assumed Project duration (7 field verifications of pay requests).
- D. SITE VISITS Make site visits for periodic observation of water, sanitary sewer and drainage system materials and construction for the specific purpose of providing certifications listed below. Visits are to be at the sole discretion of McIntosh based on contractor's submitted construction schedule for various elements. Schedule to be required and kept current by contractor. Visits exceeding fourteen (14) visits (independent of those associated with contractor pay requests) shall be considered Additional Services under a separate Work Authorization.
- E. CDD MATERIALS MANAGEMENT Assistance with tracking and management of District-purchased construction materials, including preparation and processing of materials requisitions and purchase orders.
- F. CONTRACTOR ASSISTANCE Review and assistance with Contractor Requests for Change Order (RCO) and/or Requests for Information (RFI) related to McIntosh designs. RCOs and/or RFIs related to the designs of other consultants shall be routed by McIntosh to the appropriate consultant for review and response.
- G. PROGRESS MEETINGS AND CONSTRUCTION ISSUES ASSISTANCE Participate in construction progress meetings with contractor and owner to review construction activity and assist with construction issues. Fee estimate based on an average of one (1) site meeting and one (1) telephone conference per month for the duration of construction.
- H. CONTRACTOR AS-BUILT REVIEW/RECORD DRAWINGS Review of contractor as-built surveys, asset tables and deflection tables for compliance with City of Orlando and OCU criteria and preparation of "Record Drawings" from contractor furnished data.
- I. FDEP CERTIFICATIONS Provide FDEP standard form certification of completion/substantial compliance for potable water and sanitary sewer permits (one certification each). Contractor to provide information and testing as follows:
 - Water system pressure test
 - Water system bacteriological testing and reports
 - Sanitary sewer system leakage testing/lamping/ televising
 - As-built surveys (and related as-built utility asset and pipe deflection tables) signed and sealed by registered surveyor retained by CLIENT's contractor.
- J. SFWMD CERTIFICATION Provide certification as required by the South Florida Water Management District permit conditions. Contractor's as-built surveys must be furnished to McIntosh. If a substantial deviation exists between approved plans and Contractor's as-built surveys, an additional as-built survey by McIntosh may be required (which would be Additional Services).
- K. FINAL PROJECT CERTIFICATION Provide final project certification to the City of Orlando.

Centerline Drive Segment H1 McIntosh Job No. 23584 (024-034) May 20, 2024 Page 3 of 4

FEE SCHEDULE

Contract Item	Billing Item	Description	Fee
		Part I - Construction Phase Services	
A.	024	Preconstruction Conference(s)	\$1,665.00
В.	025	Shop Drawings	2,180.00
C.	026	Contractor Payment Requests	4,585.00
D.	027	Site Visits	8,190.00
E.	028	CDD Materials Management	7,020.00
F.	029	Contractor Assistance	2,580.00
G.	030	Progress Meetings and Construction Issues Assistance	4,025.00
H.	031	Contractor As-Built Review / Record Drawings	4,730.00
I.	032	FDEP Certifications	1,420.00
J.	033	SFWMD Certification	1,420.00
K.	034	Final Project Certification	2,590.00
		TOTAL	\$40,405.00

II. Compensation

Poitras East Community Development District will compensate McIntosh Associates, pursuant to the hourly rate schedule contained in the Engineering Agreement and/or the lump sums listed above. The DISTRICT will reimburse McIntosh Associates, all direct costs, which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Poitras East Community Development District and McIntosh Associates (Engineer) with regard to the referenced work authorization.

If you wish to accept this Work Authorization, please sign where indicated and return a complete copy to our office (executed electronic scanned copies are acceptable). Upon receipt, we will promptly schedule our services.

Sincerely,

McIntosh Associates

an LJA company

John T. Townsend, PE Executive Vice President

JTT//lt

Centerline Drive Segment H1 McIntosh Job No. 23584 (024-034) May 20, 2024 Page 4 of 4

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.





Proposal

PO Box 865 Oakland, FL 34760 407-287-5622 CepraLandscape.com

PROPERTY

Poitras East CDD 10105 Selten Way Orlando, FL 32832

PROPOSAL#	DATE	
39553	04/25/2024	

DESCRIPTION	
This proposal is for replacing Battery's on Luminary B Solar irrigation controller.	\$2,837.14

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
IRRIGATION REPAIRS	1	\$2,837.14	\$2,837.14	\$2,837.14
TOTAL:			\$2,837.14	\$2,837.14

Terms and Conditions

- 1. **Scope of Work**. The scope of work to be performed by Contractor is set forth on attached Proposal. If work activity is not set forth in the Proposal, it is not included in the basic scope of work. All material shall conform to bid specifications unless expressly noted otherwise.
- Insurance, Licenses and Permits. Contractor agrees to maintain General Liability insurance coverage, Workers
 Compensation insurance coverage, and Commercial Automobile insurance coverage as required by law. Contractor also shall comply with all licensing and permit requirements established by any State, County or municipal agency relating to the scope of work.
- 3. Subcontractors. Contractor reserves the right to hire qualified subcontractors to perform work under this Agreement.
- 4. Access to Jobsite. Owner shall ensure Contractor has access to all parts of the jobsite where the Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time. Owner will be responsible to furnish all utilities necessary to perform the work.
- 5. **Utilities.** Contractor will call Sunshine State One Call of Florida to locate utilities when applicable. Owner is responsible for location of private utilities and contractor cannot be held liable for damage to unmarked utilities.
- 6. Compensation. In exchange for Contractor performing the scope of work described in above, Owner shall pay Contractor in accordance with the pricing terms set forth. Contractor shall issue invoices upon completion of the work for amounts due in accordance with the pricing terms set forth. Amounts invoiced are due upon receipt and shall be considered past due after 15 days from the date of invoice. Past due amounts shall accrue interest at the annual rate of 12%. If Owner disputes or questions any invoice or portion of any invoice, Owner shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Owner. Work performed outside the scope of work described in attached Proposal shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Agreement. Owner agrees that if Owner fails to make payment for more than 60 days after the date of any work provided by Contractor arising out of or relating to this Agreement, then Contractor shall have the right to record a claim of lien against Owner's property to secure payment for labor, materials, equipment and supervision supplied by Contractor for the benefit of Owner's property.
- 7. **Termination**. This Agreement may be terminated with or without cause by the Owner upon seven (7) days written notice. Owner shall be required to pay for all materials and work completed to the date of termination
- 8. **Liability.** Contractor and Owner hereby waive any claims against each other for consequential damages or indirect damages of any kind. Contractor shall not be liable to Owner for any claim for property damage or bodily injury unless and to the extent caused by the negligence of Contractor or its employees or subcontractors.
- 9. **Disputes.** In the event of any litigation arising out of or relating to this Agreement or any related extra work, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party at both the trial court and appellate court levels. The county and circuit courts in Marion County, Florida shall have sole and exclusive jurisdiction to decide any dispute between the parties, whether sounding in contract or tort and whether legal or equitable in nature, arising out of or relating to this Agreement. The parties hereby waive the right to trial by jury on all claims, counterclaims and defenses otherwise triable to a jury.
- 10. Warranty. All work performed will be guaranteed for one (1) year after completion. In order for warranty to remain in effect, proper maintenance must be performed for the entire length of the warranty period.

parties with respect to the subject ma		
to this Agreement and exhibits hereto	are hereby merged into this Agreement and do	ents, promises or representations relating not survive execution of this Agreemen
to this Agreement and exhibits hereto	are hereby inerged into this Agreement and do	not survive execution of this Agreemen
		
Customer Printed Name	Customer Signature	 Date

WORK ORDER #39553





Proposal

PO Box 865 Oakland, FL 34760 407-287-5622 CepraLandscape.com

PROPERTY

Poitras East CDD 10105 Selten Way Orlando, FL 32832

PROPOSAL#	DATE	
38841	03/27/2024	

DESCRIPTION	
Sod Repairs	
Poitras East CDD	
Replace turf grass from irrigation blow out at the intersection of Luminary and Centerline and	
second mainline blow out on Luminary in front of Novita Way.	\$1,845.00
Floratam St. Augustine 1500 sq ft @ \$0.80 = \$1200	, , ,
Delivery 1 @ \$150 = \$150	
Labor 9 @ \$495	
Total = \$1845.00	

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
ENHANCEMENT	1	\$1,845.00	\$1,845.00	\$1,845.00
TOTAL:			\$1.845.00	\$1.845.00

Terms and Conditions

- 1. **Scope of Work**. The scope of work to be performed by Contractor is set forth on attached Proposal. If work activity is not set forth in the Proposal, it is not included in the basic scope of work. All material shall conform to bid specifications unless expressly noted otherwise.
- Insurance, Licenses and Permits. Contractor agrees to maintain General Liability insurance coverage, Workers
 Compensation insurance coverage, and Commercial Automobile insurance coverage as required by law. Contractor also shall comply with all licensing and permit requirements established by any State, County or municipal agency relating to the scope of work.
- 3. Subcontractors. Contractor reserves the right to hire qualified subcontractors to perform work under this Agreement.
- 4. Access to Jobsite. Owner shall ensure Contractor has access to all parts of the jobsite where the Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time. Owner will be responsible to furnish all utilities necessary to perform the work.
- 5. **Utilities.** Contractor will call Sunshine State One Call of Florida to locate utilities when applicable. Owner is responsible for location of private utilities and contractor cannot be held liable for damage to unmarked utilities.
- 6. Compensation. In exchange for Contractor performing the scope of work described in above, Owner shall pay Contractor in accordance with the pricing terms set forth. Contractor shall issue invoices upon completion of the work for amounts due in accordance with the pricing terms set forth. Amounts invoiced are due upon receipt and shall be considered past due after 15 days from the date of invoice. Past due amounts shall accrue interest at the annual rate of 12%. If Owner disputes or questions any invoice or portion of any invoice, Owner shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Owner. Work performed outside the scope of work described in attached Proposal shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Agreement. Owner agrees that if Owner fails to make payment for more than 60 days after the date of any work provided by Contractor arising out of or relating to this Agreement, then Contractor shall have the right to record a claim of lien against Owner's property to secure payment for labor, materials, equipment and supervision supplied by Contractor for the benefit of Owner's property.
- 7. **Termination**. This Agreement may be terminated with or without cause by the Owner upon seven (7) days written notice. Owner shall be required to pay for all materials and work completed to the date of termination
- 8. **Liability.** Contractor and Owner hereby waive any claims against each other for consequential damages or indirect damages of any kind. Contractor shall not be liable to Owner for any claim for property damage or bodily injury unless and to the extent caused by the negligence of Contractor or its employees or subcontractors.
- 9. **Disputes.** In the event of any litigation arising out of or relating to this Agreement or any related extra work, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party at both the trial court and appellate court levels. The county and circuit courts in Marion County, Florida shall have sole and exclusive jurisdiction to decide any dispute between the parties, whether sounding in contract or tort and whether legal or equitable in nature, arising out of or relating to this Agreement. The parties hereby waive the right to trial by jury on all claims, counterclaims and defenses otherwise triable to a jury.
- 10. Warranty. All work performed will be guaranteed for one (1) year after completion. In order for warranty to remain in effect, proper maintenance must be performed for the entire length of the warranty period.

parties with respect to the subject ma		
to this Agreement and exhibits hereto	are hereby merged into this Agreement and do	ents, promises or representations relating not survive execution of this Agreemen
to this Agreement and exhibits hereto	are hereby inerged into this Agreement and do	not survive execution of this Agreemen
		
Customer Printed Name	Customer Signature	 Date

WORK ORDER #38841

District's Financial Position and Budget to Actual YTD

Statement of Financial Position As of 4/30/2024

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
		<u>Assets</u>			
Current Assets					
General Checking Account	\$1,185,355.54				\$1,185,355.54
Alleyway & Infrastructure Capital Res.	105,158.13				105,158.13
Assessments Receivable	47,364.36				47,364.36
Due From Other Funds	2,000.00				2,000.00
Prepaid Expenses	3,272.77				3,272.77
Assessments Receivable		\$172,286.68			172,286.68
Due From Other Funds		428,994.45			428,994.45
Series 2020 Debt Service Reserve		164,144.86			164,144.86
Series 2023 Debt Service Reserve		814,368.75			814,368.75
Series 2023 Revenue		1,087,236.31			1,087,236.31
Series 2020 Interest		19.43			19.43
Series 2023 Acquisition/Construction			\$23,030.75		23,030.75
Total Current Assets	\$1,343,150.80	\$2,667,050.48	\$23,030.75	\$0.00	\$4,033,232.03
<u>Investments</u>					
Amount Available in Debt Service Funds				\$2,065,769.35	\$2,065,769.35
Amount To Be Provided				22,589,230.65	22,589,230.65
Total Investments	\$0.00	\$0.00	\$0.00	\$24,655,000.00	\$24,655,000.00
Total Assets	\$1,343,150.80	\$2,667,050.48	\$23,030.75	\$24,655,000.00	\$28,688,232.03

Statement of Financial Position As of 4/30/2024

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
	Liabilities	and Net Assets			
Current Liabilities					
Accounts Payable	\$470,678.52				\$470,678.52
Deferred Revenue	47,364.36				47,364.36
Deferred Revenue		\$172,286.68			172,286.68
Retainage Payable			\$21,948.41		21,948.41
Due To Other Funds			2,000.00		2,000.00
Total Current Liabilities	\$518,042.88	\$172,286.68	\$23,948.41	\$0.00	\$714,277.97
Long Term Liabilities					
Revenue Bonds Payable - Long-Term				\$24,655,000.00	\$24,655,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$24,655,000.00	\$24,655,000.00
Total Liabilities	\$518,042.88	\$172,286.68	\$23,948.41	\$24,655,000.00	\$25,369,277.97
Net Assets					
Net Assets, Unrestricted	(\$44,297.35)				(\$44,297.35)
Net Assets - General Government	429,537.14				429,537.14
Current Year Net Assets - General Government	439,868.13				439,868.13
Net Assets, Unrestricted		\$1,390,032.67			1,390,032.67
Current Year Net Assets, Unrestricted		1,104,731.13			1,104,731.13
,		1,101,101.10			• •
Net Assets, Unrestricted			(\$588,504.47)		(588,504.47)
Current Year Net Assets, Unrestricted			587,586.81		587,586.81
Total Net Assets	\$825,107.92	\$2,494,763.80	(\$917.66)	\$0.00	\$3,318,954.06
Total Liabilities and Net Assets	\$1,343,150.80	\$2,667,050.48	\$23,030.75	\$24,655,000.00	\$28,688,232.03

Statement of Activities As of 4/30/2024

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
Revenues					
On-Roll Assessments	\$530,460.18				\$530,460.18
Off-Roll Assessments	144,625.46				144,625.46
Other Income & Other Financing Sources	298.81				298.81
On-Roll Assessments		\$1,306,212.70			1,306,212.70
Off-Roll Assessments		148,893.51			148,893.51
Other Assessments		412,253.09			412,253.09
Debt Proceeds		95,122.47			95,122.47
Other Income & Other Financing Sources			\$61,774.24		61,774.24
Debt Proceeds			832,215.56		832,215.56
Total Revenues	\$675,384.45	\$1,962,481.77	\$893,989.80	\$0.00	\$3,531,856.02
<u>Expenses</u>					
Supervisor Fees	\$600.00				\$600.00
D&O Insurance	2,788.00				2,788.00
Trustee Services	10,286.62				10,286.62
Management	22,458.31				22,458.31
Engineering	2,327.47				2,327.47
Disclosure	2,500.00				2,500.00
Property Appraiser	1,016.29				1,016.29
District Counsel	9,787.49				9,787.49
Assessment Administration	7,500.00				7,500.00
Audit	7,100.00				7,100.00
Travel and Per Diem	11.67				11.67
Postage & Shipping	33.34				33.34
Legal Advertising	1,131.18				1,131.18
Bank Fees	15.00				15.00
Office Supplies	293.50				293.50
Web Site Maintenance	1,545.00				1,545.00
Holiday Decorations	1,250.00				1,250.00
Dues, Licenses, and Fees	175.00				175.00
Electric	1,369.39				1,369.39
Water Reclaimed	4,293.86				4,293.86
General Insurance	3,409.00				3,409.00
Property & Casualty	14,657.00				14,657.00
Irrigation Parts	35,264.30				35,264.30

Statement of Activities As of 4/30/2024

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
Landscaping Maintenance & Material	106,875.37				106,875.37
Flower & Plant Replacement	2,101.96				2,101.96
Contingency	422.24				422.24
Pest Control	595.00				595.00
Entry and Wall Maintenance	650.00				650.00
Streetlights	2,659.26				2,659.26
Liftstation Maintenance	4,220.25				4,220.25
Personnel Leasing Agreement	7,000.00				7,000.00
Interest Payments (Series 2020)		\$20,935.43			20,935.43
Interest Payments (Series 2023)		868,900.94			868,900.94
Engineering			\$294,985.12		294,985.12
District Counsel			1,851.00		1,851.00
Legal Advertising			1,070.98		1,070.98
Contingency			9,157.73		9,157.73
Total Expenses	\$254,336.50	\$889,836.37	\$307,064.83	\$0.00	\$1,451,237.70
Other Revenues (Expenses) & Gains (Losses)					
Interest Income	\$18,820.18				\$18,820.18
Dividend Income		\$32,085.73			32,085.73
Dividend Income			\$661.84		661.84
Total Other Revenues (Expenses) & Gains (Losses)	\$18,820.18	\$32,085.73	\$661.84	\$0.00	\$51,567.75
Change In Net Assets	\$439,868.13	\$1,104,731.13	\$587,586.81	\$0.00	\$2,132,186.07
Net Assets At Beginning Of Year	\$385,239.79	\$1,390,032.67	(\$588,504.47)	\$0.00	\$1,186,767.99
Net Assets At End Of Year	\$825,107.92	\$2,494,763.80	(\$917.66)	\$0.00	\$3,318,954.06

Budget to Actual For the Month Ending 4/30/2024

Year	Tο	Date

	Year To Date								
		Actual		Budget		Variance		FY 2024 Adopted Budget	Percentage Spent
Revenues									
On-Roll Assessments	\$	530,460.18	\$	421,429.17	\$	109,031.01	\$	722,450.00	99.54%
Off-Roll Assessments	Ψ	144,625.46	Ψ	421,425.17	Ψ	144,625.46	Ψ	722,430.00	33.3470
Other Income & Other Financing Sources		298.81				298.81		_	
Carryforward Revenue		43,750.00		43,750.00		230.01		75,000.00	58.33%
·	_		_		_		_		
Net Revenues	\$	719,134.45	\$	465,179.17	\$	253,955.28	\$	797,450.00	90.18%
General & Administrative Expenses									
Supervisor Fees	\$	600.00	\$	2,800.00	\$	(2,200.00)	\$	4,800.00	12.50%
D&O Insurance		2,788.00		1,808.33		979.67		3,100.00	89.94%
Trustee Services		10,286.62		7,846.79		2,439.83		13,451.64	76.47%
Management		22,458.31		22,458.33		(0.02)		38,500.00	58.33%
Engineering		2,327.47		11,375.00		(9,047.53)		19,500.00	11.94%
Disclosure		2,500.00		2,916.67		(416.67)		5,000.00	50.00%
Property Appraiser		1,016.29		116.67		899.62		200.00	508.15%
District Counsel		9,787.49		17,500.00		(7,712.51)		30,000.00	32.62%
Assessment Administration		7,500.00		4.375.00		3,125.00		7,500.00	100.00%
Reamortization Schedules		-		145.83		(145.83)		250.00	0.00%
Audit		7,100.00		6,125.00		975.00		10,500.00	67.62%
Arbitrage Calculation		7,100.00		583.33		(583.33)		1,000.00	0.00%
Travel and Per Diem		11.67		175.00		(163.33)		300.00	3.89%
		11.07				, ,			
Telephone		-		14.61		(14.61)		25.00	0.00%
Postage & Shipping		33.34		291.67		(258.33)		500.00	6.67%
Copies		-		583.33		(583.33)		1,000.00	0.00%
Legal Advertising		1,131.18		7,000.00		(5,868.82)		12,000.00	9.43%
Bank Fees		15.00		105.00		(90.00)		180.00	8.33%
Miscellaneous		-		4,083.33		(4,083.33)		7,000.00	0.00%
Meeting Room		-		466.67		(466.67)		800.00	0.00%
Office Supplies		293.50		145.83		147.67		250.00	117.40%
Web Site Maintenance		1,545.00		1,645.00		(100.00)		2,820.00	54.79%
Holiday Decorations		1,250.00		2,916.67		(1,666.67)		5,000.00	25.00%
Dues, Licenses, and Fees		175.00		102.08		72.92		175.00	100.00%
Total General & Administrative Expenses	\$	70,818.87	\$	95,580.14	\$	(24,761.27)	\$	163,851.64	43.22%
Field Operations Electric Utility Services Electric	\$	1,369.39	\$	2,916.67	\$	(1,547.28)	\$	5,000.00	27.39%
Water-Sewer Combination Services									
Water Reclaimed		4,293.86		17,500.00		(13,206.14)		30,000.00	14.31%
Other Physical Environment		0.400.00		0.450.00		4.050.07		0.700.00	00.440/
General Insurance		3,409.00		2,158.33		1,250.67		3,700.00	92.14%
Property & Casualty Insurance		14,657.00		8,750.00		5,907.00		15,000.00	97.71%
Other Insurance		-		58.33		(58.33)		100.00	0.00%
Irrigation Repairs		35,264.30		14,583.33		20,680.97		25,000.00	141.06%
Landscaping Maintenance & Material		106,875.37		169,166.67		(62,291.30)		290,000.00	36.85%
Tree Trimming		-		11,666.67		(11,666.67)		20,000.00	0.00%
Flower & Plant Replacement		2,101.96		14,583.33		(12,481.37)		25,000.00	8.41%
Contingency		422.24		17,965.71		(17,543.47)		30,798.36	1.37%
Pest Control		595.00		-		595.00		-	
Road & Street Facilities									
Entry and Wall Maintenance		650.00		3,500.00		(2,850.00)		6,000.00	10.83%
Hardscape Maintenance		-		5,833.33		(5,833.33)		10,000.00	0.00%
Alleyway Maintenance		-		5,833.33		(5,833.33)		10,000.00	0.00%
Streetlights		2,659.26		24,208.33		(21,549.07)		41,500.00	6.41%
Accent Lighting		-		291.67		(291.67)		500.00	0.00%
Liftstation Maintenance		4,220.25		17,500.00		(13,279.75)		30,000.00	14.07%
Parks & Recreation									
Personnel Leasing Agreement		7,000.00		21,000.00		(14,000.00)		36,000.00	19.44%
Reserves									
Infrastructure Capital Reserve		-		23,333.33		(23,333.33)		40,000.00	0.00%
Alleyway Reserve		-		8,750.00		(8,750.00)		15,000.00	0.00%
Total Field Operations Expenses	\$	183,517.63	\$	369,599.03	\$	(186,081.40)	\$	633,598.36	28.96%
Total Expenses	\$	254,336.50	\$	465,179.17	\$	(210,842.67)	\$	797,450.00	31.89%
Other Revenues (Expenses) & Gains (Losses)									
Interest Income	\$	18,820.18	\$		\$	18,820.18	\$		
Total Other Revenues (Expenses) & Gains (Losses)	\$	18,820.18	\$	-	\$	18,820.18	\$	-	
Net Income (Loss)	\$	483,618.13	\$	<u> </u>	\$	483,618.13	\$	<u> </u>	
Other Revenues (Expenses) & Gains (Losses) Interest Income Total Other Revenues (Expenses) & Gains (Losses)	\$	18,820.18 18,820.18	\$	- -	\$	18,820.18 18,820.18	\$	- - -	

Poitras East CDD Cash Flow

	Beg. Cash	FY23 Inflows	FY23 Outflows	FY24 Inflows	FY24 Outflows	End. Cash	
10/1/2023	300,584.53	10,514.53	(27,801.73)	3.94	(22,716.50)	260,584.77	
11/1/2023	260,584.77	-	(3,188.28)	72,374.27	(54,504.60)	275,266.16	
12/1/2023	275,266.16	-	-	569,265.18	(27,725.03)	816,806.31	
1/1/2024	816,806.31	-	-	571,494.54	(992,581.75)	395,719.10	
2/1/2024	395,719.10	-	-	1,558,072.65	(444,515.84)	1,509,275.91	
3/1/2024	1,509,275.91	-	-	76,425.44	(392,888.78)	1,192,812.57	
4/1/2024	1,192,812.57	-	-	546,947.92	(554,404.95)	1,185,355.54	
5/1/2024	1,185,355.54	-	-	2,000.00	(470,678.52)	716,677.02 as of 05/15/2024	
	Totals	10,514.53	(30,990.01)	3,396,583.94	(2,960,015.97)		

Staff Reports

DESIGNATIONS BY SECRETARY RELATED TO PUBLIC RECORDS

I, JENNIFER WALDEN, as Secretary of the Poitras East Community Development District ("District") Board of Supervisors, hereby make the following designation and/or appointment:
TENNIFER WALDEN is designated as a custodian of public records for the District under section 119.011(5), Florida Statutes. Any prior designation of a designee by a Secretary is hereby rescinded.
AND/OR
TENNIFER WALDEN is appointed as the District's Records Management Liaison Officer under section 257.36(5)(a), Florida Statutes. Any prior appointment of a Records Management Liaison Officer by a Secretary is hereby rescinded.
Printed Name: JENNIFER L. WALDEN Secretary, District Board of Supervisors
Date: May 20, 2024