Poitras East Community Development District

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

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Poitras East Community Development District ("District"), scheduled to be held at **4:00 p.m. on Tuesday**, **April 16, 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 February 20, 2024, Board of Supervisors' Meeting
- 2. Consideration of Resolution 2024-03, Underwriter Services Selection Policy (provided under separate cover)
- 3. Consideration of Resolution 2024-04, Designating Date, Time, and Location for Landowners' Meeting [suggested date of November 5, 2024]
- 4. Consideration of Resolution 2024-05, General Election

Business Matters

- 5. Review of Trail Maintenance Inspection Report (provided under separate cover)
- 6. Review of Fiscal Year 2025 Operations & Maintenance Budget (provided under separate cover)
- 7. Ratification of Landscape and Irrigation Easement Agreement (City of Orlando Community Park)
- 8. Ratification of Operation and Maintenance Expenditures Paid in February 2024 in an amount totaling \$444,515.84
- 9. Ratification of Operation and Maintenance Expenditures Paid in March 2024 in an amount totaling \$29,790.48 (provided under separate cover)
- 10. Ratification of Requisition Nos. 2020-301 2020-307 Paid in February 2024 in an amount totaling \$408.482.57
- 11. Ratification of Requisition No. 2020-308 Paid in March 2024 in an amount totaling \$47.65 (provided under separate cover)
- 12. Recommendation of Work Authorization/Proposed Services (if applicable)
- 13. 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 Supervisor5. Landscape Supervisor6. Irrigation SupervisorB. Supervisor Requests

Adjournment



Poitras East Community Development District

Minutes of the February 20, 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, February 20, 2024, at 4:00 p.m. at 6900 Tavistock Lakes Blvd., Ste. 200, Orlando, FL 32827.

Present:

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

Also attending:

Jennifer Walden PFM
Lynne Mullins PFM
Jorge Jimenez PFM
Amanda Lane PFM

Tucker Mackie Kutak Rock

Jeffrey Newton Donald W. McIntosh Associates
Greg Platt Donald W. McIntosh Associates

Samantha Sharenow Berman
Katie Harmer Berman
Dan Young Tavistock
DJ Batten Berman

SECOND ORDER OF BUSINESS

Public Comment Period

Dr. Levey called for public comments. He noted there were no public comments.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the December 12, 2023, Board of Supervisors' Meeting

(via phone)

(via phone)

The Board reviewed the minutes of the December 12, 2023, Board of Supervisors' Meeting.

On motion by Mr. Schademan, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Minutes of the December 12, 2023, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-01, Designating Authorized Signatories for the District's Bank Account(s) Ms. Walden noted that the District currently has this Resolution, but this is an updated one to include other officers to be able to handle District business.

On motion by Ms. Salvo, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved Resolution 2024-01, Designating Authorized Signatories for the District's Bank Account(s).

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-02, Election of Officers

Ms. Walden explained that District staff is recommending keeping the officers in their current positions and adding additional Assistant Treasurers to handle items on the back end.

On motion by Mr. Schademan, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved Resolution 2024-02, Election of Officers with Dr. Richard Levey as Chair, Mr. Rob Adams as Vice Chair, Ms. Jennifer Walden as Secretary, Ms. Lynne Mullins, Mr. Frank Paris, Ms. Julie Salvo and Mr. Brent Schademan as Assistant Secretaries, Ms. Jennifer Glasgow as Treasurer, and Ms. Amanda Lane, Ms. Amy Champagne, Mr. Rick Montejano and Ms. Verona Griffith as Assistant Treasurers.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-03, Underwriter Services Selection Policy

Ms. Mackie explained that the Chairman requested that District staff develop an underwriter services policy with respect to procurement for underwriting services. While such services are not required to be competitively procured under Florida law, the policy would assist with the marketing and sale of future bond issuances. Included in the agenda is the draft policy for the Board's review. Several sister Districts are reviewing this item as well, but they decided to table this item at their meetings, so the Boards had time to review and then bring back questions and comments for discussion at the next meeting. This District does have a future issuance on the horizon as a BAN will be maturing in December. While action on this policy is not a prerequisite to issuance of bonds, the Board has the option to request District staff bring back three proposals at a future meeting in a manner consistent with the policy while the policy is still being considered.

The Board decided to table this item.

SEVENTH ORDER OF BUSINESS

Consideration of Pest Control Proposals

Ms. Walden noted that Berman reached out to four vendors asking for proposals. One vendor hasn't responded, two declined to bid and the last one, Fire Ant Control, provided a proposal. Fire Ant Control is the current vendor for the sister Districts, and they are quoting an amount of \$595.00 for their services. She added that currently there is no budgeted amount for these services, but the District does have enough funds in contingency to cover the cost.

On motion by Mr. Schademan, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the proposal from Fire Ant Control for yearly service is the amount of \$595.00.

EIGHTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in December 2023 in an amount totaling \$27,725.03

Ms. Walden stated these O&M Expenditures have been approved and need to be ratified.

On motion by Mr. Schademan, 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 December 2023 in an amount totaling \$27,725.03.

NINTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in January 2024 in an amount totaling \$42,374.85

Ms. Walden stated these O&M Expenditures have been approved and need to be ratified.

On motion by Mr. Paris, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified the Operation and Maintenance Expenditures paid in January 2024 in an amount totaling \$42,374.85.

TENTH ORDER OF BUSINESS

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

Ms. Walden stated these Requisitions have been approved and need to be ratified.

On motion by Mr. Schademan, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified Requisition Nos. 2020-283 – 2020-288 paid in December 2023 in an amount totaling \$49,755.24.

ELEVENTH ORDER OF BUSINESS

Ratification of Requisition Nos. 2020-289 – 2020-300 Paid in January 2024 in an amount totaling \$141,941.19

Ms. Walden stated these Requisitions have been approved and need to be ratified.

On motion by Ms. Salvo, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified Requisition Nos. 2020-289 – 2020-300 paid in January 2024 in an amount totaling \$141,941.19.

TWELFTH ORDER OF BUSINESS

Recommendation of Work Authorization/Proposed Services

Ms. Walden stated there are two items. The first one is a Work Authorization with Kittelson & Associates in the amount of \$15,500.00. Mr. Young explained this item is an update to the traffic study and traffic counts for the Centerline Drive Segment H3 and Boggy Creek Road.

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 Work Authorization with Kittelson & Associates in the amount of \$15,500.00 for the Centerline Drive Segment H3 and Boggy Creek Road analysis.

Ms. Walden noted the next item is with Cepra. There are two proposals for Luminary B. The first one is for a not-to-exceed amount of \$9,410.00 and the second one is for \$2,866.00. Mr. Batten explained that there have been main line blowouts and leaks which appear to be related to the install. Mr. Young asked about the warranty walk through. Mr. Batten responded that Mr. McDermott did that walkthrough. Dr. Levey added that valves and those types of issues wouldn't be seen on a walk through.

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 the Luminary B proposals with Cepra in a not-to-exceed amount of \$12,276.00.

THIRTEENTH ORDER OF BUSINESS

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

Ms. Walden stated through January, the District has expenses of just over \$149,000.00 versus an overall budget of \$797,000.00. So, the District has spent approximately 19% of the adopted budget.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

<u>District Counsel</u> –	Ms. Mackie reminded the Board that the ethics training has gone into effect and the District Manager has sent out an email with details. The Form 1 will now be filed electronically.		
<u> District Manager</u> –	Ms. Walden stated the next Board meeting is March 12, 2024, which is the second Tuesday of the month. Additionally, the time has been moved up to earlier in the day and a calendar invite will be circulated after the meeting.		
<u> District Engineer</u> –	Mr. Newton stated construction will begin soon on Lift Station G as final permits are being wrapped up. Additionally, Centerline Drive Segment H1 will be ready to bid in a couple of weeks.		
Construction Supervisor –	No report.		
Landscape Supervisor –	Ms. Sharenow noted that the fir couple of weeks.	e ant treatment will be handled in the next	
Irrigation Supervisor –	No report.		
FIFTEENTH ORDER OF BUSIN	NESS	Supervisor Requests	
There were no Supervisor reque	ests.		
SIXTEENTH ORDER OF BUSIN	NESS	Adjournment	
On motion by Ms. Schademan, seconded by Mr. Paris, with all in favor, the February 20, 2024, Meeting of the Board of Supervisors for the Poitras East Community Development District was adjourned.			
Secretary / Assistant S	Secretary	Chair / Vice Chair	

Poitras East Community Development District

Resolution 2024-03, Underwriter Services Selection Policy

(provided under separate cover)

Poitras East Community Development District

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

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Poitras East Community Development District ("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, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("Board") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	Term Expiration Date
1	Richard Levey	11/2026
2	Brent Schademan	11/2026
3	Julie Salvo	11/2024
4	Rob Adams	11/2024
5	Frank Paris	11/2024

This year, Seat 4, currently held by Rob Adams is subject to election by landowners in November 2024. The candidate receiving the highest number of votes shall be elected for a term of four (4) years. The term of office for each successful candidate shall commence upon election.

- 3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.
- 4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its **April 16, 2024**, meeting. A sample notice of

landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, PFM Group Consulting, LLC, located at 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817.

- 5. **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.
 - 6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 16th DAY OF APRIL 2024.

	POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
ATTEST:	CHAIRMAN / VICE CHAIRMAN
SECRETARY / ASST. SECRETARY	<u></u>

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Poitras East Community Development District ("District") the location of which is generally described as comprising a parcel or parcels of land containing approximately 1,060 acres, located west of Narcoossee Road, north and east of Boggy Creek Road, and south of the Central Florida Greeneway and the Lake Nona property, in the City of Orlando, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District's Board of Supervisors ("Board", and individually, "Supervisor"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE:	<u>November 5, 2024</u>
TIME:	
PLACE:	6900 Tavistock Lakes, Ste 200,
	Orlando, FL, 32828

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817, Ph: (407) 723-5900 ("District Manager's Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Jennifer Walden		
District Manager		
Run Date(s):	&	

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT FOR THE ELECTION OF SUPERVISORS

DATE OF LANDO	WNERS MEETIN	ig: Tuesday, No	vember 5, 2024
TIME:	.М.		

LOCATION: 6900 Tavistock Lakes, Ste 200, Orlando, FL 32827

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("Board") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, one (1) seat on the Board will be up for election by landowners. The candidate receiving the highest number of votes shall be elected for a term of four (4) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by <u>one</u> of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT ORANGE COUNTY, FLORIDA LANDOWNERS' MEETING – NOVEMBER 5, 2024

herein, hereby constitutes and appoints	•	e owner of the lands described ("Proxy Holder") for and on
behalf of the undersigned, to vote as proxy at the meeting	of the landowners	(Froxy Holder) for and on
Development District to be held at		
adjournments thereof, according to the number of acres o		
undersigned landowner that the undersigned would be en	•	•
question, proposition, or resolution or any other matter or thi		
but not limited to, the election of members of the Board of Su	-	
with his or her discretion on all matters not known or deterr	-	
may legally be considered at said meeting.		, ,,
Any proxy heretofore given by the undersigned for continue in full force and effect from the date hereof until adjournment or adjournments thereof, but may be revoked	the conclusion of the	landowners' meeting and any
presented at the landowners' meeting prior to the Proxy Hold	·	
Printed Name of Legal Owner		
Signature of Legal Owner	Date	
Parcel Description	<u>Acreage</u>	Authorized Votes
[Insert above the street address of each parcel, the legal of number of each parcel. If more space is needed, identification to an attachment hereto.]	•	
Total Number of Authorized Votes:		

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT ORANGE COUNTY, FLORIDA

LANDOWNERS' MEETING - NOVEMBER 5, 2024

For Election (1 Supervisor): The one (1) candidate receiving the highest number of votes will receive a four (4) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Poitras East Community Development District and described as follows:

<u>Description</u>		Acreage
identification num	street address of each parcel, the legal describer of each parcel.] [If more space is needed, identifier ference to an attachment hereto.]	•
or		
Attach Proxy.		
votes as follows:	, as Landowner, o, as Landowner, o, as Landowner's	
SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
4		
Date:		

Poitras East Community Development District

Resolution 2024-05, General Election

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE ORANGE COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("Board") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Orange County Supervisor of Elections ("Supervisor") to conduct the District's elections by the qualified electors of the District at the general election ("General Election").

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

- 1. **GENERAL ELECTION SEATS.** Seat 3, currently held by Julie Salvo, and Seat 5, currently held by Frank Paris are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.
- 2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Orange County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.
- 3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.
- 4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

- 5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.
- 6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.
- 7. **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.
 - 8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 16th day of April, 2024.

	POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
ATTEST:	CHAIRPERSON/VICE CHAIRPERSON
SECRETARY/ASSISTANT SECRETARY	_

EXHIBIT A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Poitras East Community Development District ("District") will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Orange County Supervisor of Elections located at 119 W. Kaley Street, Orlando, Florida 32806; Ph: (407) 836-2070. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District, as defined in Section 190.003, *Florida Statutes*. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Orange County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Poitras East Community Development District has two (2) seats up for election, specifically seats 3 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the Orange County Supervisor of Elections.

Publish on or before May 26, 2024.

Poitras East Community Development District

Trail Maintenance Inspection Report

(provided under separate cover)

Poitras East Community Development District

Fiscal Year 2025 Operations & Maintenance Budget

(provided under separate cover)

Poitras East Community Development District

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

DOC # 20240162142

03/19/2024 15:24 PM Page 1 of 16

Rec Fee: \$137.50
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

Prepared By and Return To: Tucker F. Mackie, Esq. Kutak Rock LLP 107 West College Avenue Tallahassee, FL 32301

LANDSCAPE AND IRRIGATION EASEMENT AGREEMENT [City of Orlando Community Park]

THIS LANDSCAPE AND IRRIGATION EASEMENT AGREEMENT (the "Agreement") is made effective as of this who day of which will be compared and existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 (the "Grantor"), to and in favor of and POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o PFM Group Consulting, 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817 (the "Grantee") (Grantor and Grantee are sometimes together referred to herein as the "Parties", and separately as the "Party").

WITNESSETH:

WHEREAS, Grantor and TDCP, LLC, ("TDCP") are parties to that certain unrecorded Agreement Regarding Community Park with an effective date of December 6, 2021 as was amended by that certain First Amendment with an effective date of February 19, 2024 collectively, the "Purchase Agreement");

WHEREAS, in accordance with and pursuant to the Purchase Agreement, TDCP has by special warranty deed of even date herewith, conveyed fee simple title to Grantor of that certain real property being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**City Park Property**");

WHEREAS, Grantor desires to give, grant and convey in favor of Grantee a perpetual, non-exclusive easement on, upon, over, under, across and through that certain portion of the City Park Property being more particularly described on <u>Exhibit "B"</u> attached hereto and incorporated herein by this reference (the "Easement Area") for the purpose of construction, installation, repair, maintenance, use and replacement of the Improvements (as defined herein), subject to the provisions set forth herein.

NOW, **THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

- 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. Grant of Landscape and Irrigation Easement. Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and/or assigns, a perpetual, non-exclusive easement (the

"Easement") on, upon, over, under, across and through the Easement Area for the purpose of the construction, installation, operation, repair, maintenance, use and replacement of landscaping and irrigation(including, without limitation, grass, sodding, shrubbery, plants, flowers, bushes, trees and mulch), all as may be constructed and/or installed by Grantee form time to time (with all of the foregoing being hereinafter referred to collectively as the "Improvements"), subject to the restrictions set forth herein. Prior to constructing any Improvements, Grantee shall deliver to Grantor copies of Grantee's conceptual plans for same, and Grantor shall have a period of thirty (30) days to review (in Grantor's capacity as fee simple owner) and deliver written approval or objection of same to Grantee. In the event Grantor does not respond within the thirty (30) day period, Grantee's conceptual plans shall be automatically deemed approved. In the event Grantor delivers objections to Grantee's conceptual plans, the parties shall work together in good faith to resolve same to their mutual satisfaction.

3. Repair and Maintenance.

- (a) Grantee, at Grantee's sole cost and expense, shall maintain, repair and replace all Improvements within the Easement Area in good condition and state of repair. Prior to Grantee exercising its rights granted hereunder, Grantee shall obtain and maintain all necessary or required approvals, permits and / or licenses for the installation, construction, operation and maintenance of the Improvements, including but not limited to any governmental approval or approval required under agreements and easements of record.
- (b) Grantee shall be responsible for all work performed in the Easement Area by Grantee and its employees, contractors, subcontractors, laborers, consultants and agents, and such work shall be undertaken in a safe and prudent manner and in accordance with all applicable laws, rules and regulations.
- (c) In the event any required repair and/or maintenance hereunder is not performed by Grantee in accordance with the foregoing standards, Grantor may deliver a notice to Grantee setting forth the maintenance deficiencies, whereupon Grantee shall have a period of thirty (30) days to remedy the deficiencies. In the event the deficiencies are not remedied in a commercially reasonable fashion within such thirty (30) day period, Grantor shall have the right to undertake all reasonably necessary maintenance and repair itself and recover from Grantee the reasonable and actual out-of-pocket fees, costs and expenses incurred in connection therewith.

4. Damage.

(a) In the event that Grantee, its respective employees, agents, assignees, or contractors cause damage to the Easement Area or any of Grantor's improvements located within the Easement Area, or causes damage to Grantor's other City Park Property or any improvements located thereon, Grantee, at Grantee's sole cost and expense, agrees to commence (within thirty (30) days after receiving written notice of the occurrence of such damage) and diligently pursue the restoration of the same to the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines and other structures or improvements. In the event Grantee fails to repair such damage as required herein, Grantor shall be entitled to repair such damage in a manner Grantor reasonably deems appropriate at Grantee's expense, and recover Grantor's reasonable and actual out-of-pocket

fees, costs and expenses incurred in connection therewith, which shall be due and payable by Grantee within thirty (30) days after Grantee's receipt of Grantor's demand therefor.

- (b) In the event that Grantor, its respective employees, agents or contractors, cause damage to the Improvements located within the Easement Area, Grantor, at Grantor's sole cost and expense, agrees to commence (within thirty (30) days after receiving written notice of the occurrence of any such damage) and diligently pursue the restoration such damage to as nearly as practical to the original condition. In the event Grantor fails to repair such damage as required herein, Grantee shall be entitled to repair such damage in a manner Grantee reasonably deems appropriate at Grantor's expense, and recover Grantee's reasonable and actual out-of-pocket fees, costs and expenses incurred in connection therewith, which shall be due and payable by Grantor within thirty (30) days after Grantor's receipt of Grantee's demand therefor.
- 5. Insurance. Grantee shall exercise its rights and privileges hereunder at its own risk and expense. Throughout the term of this Agreement, Grantee, its agents, employees, consultants, representatives, contractors (and their subcontractors, employees, and materialmen) performing work on the Easement Area shall at all times maintain commercial general liability insurance to afford protection against any and all claims for bodily injury, death or property damage arising directly or indirectly out of such work. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantor as an additional insured, in an occurrence limit of not less than \$1,000,000.00 and in the aggregate of not less than \$2,000,000.00. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained or self-insured by Grantor. Upon receipt of written request from Grantor, Grantee shall furnish evidence of such insurance to Grantor. The name of the project and the type and amount of coverage provided shall be clearly stated on the face of each certificate of liability insurance. The insurance coverage shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to Grantee and Grantor.

6. Indemnity.

- (a) To the extent allowed by law, and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, Grantee hereby agrees to indemnify, defend, and hold harmless Grantor from and against any and all actions, causes of action, claims, demands, liabilities, judgments, costs, expenses whatsoever (including, attorneys' fees at trial and appellate levels) arising out of the exercise by Grantee or its agents, employees, consultants, representatives, and contractors (and their subcontractors, employees, and materialmen) of the rights and obligations of Grantee set forth herein. Nothing herein shall inure to the benefit of any third party to allow a claim otherwise barred by sovereign immunity or other operation of law. Grantee's indemnity obligations are limited to the financial limitations provided in FS 768.28, whether said loss, cost, damage, claim or expense arises from tort, contract, or any other theory of law, and shall not extend to any loss, cost, damage, claim or expense resulting from the acts of negligence of Grantor or its agents or employees, but shall survive termination of, this Agreement.
- (b) To the extent allowed by law, and without waiving sovereign immunity and any of the protections afforded by Section 768.28, *Florida Statutes*, Grantor hereby agrees to indemnify, defend, and hold harmless Grantee from and against any and all actions, causes of action, claims, demands, liabilities, judgments, costs, expenses whatsoever (including, attorneys'

fees at trial and appellate levels) arising out of the exercise by Grantor or its agents, employees, consultants, representatives, and contractors (and their subcontractors, employees, and materialmen) of the rights and obligations of Grantor set forth herein. Nothing herein shall inure to the benefit of any third party to allow a claim otherwise barred by sovereign immunity or other operation of law. Grantor's indemnity obligations are limited to the financial limitations provided in FS 768.28, whether said loss, cost, damage, claim or expense arises from tort, contract, or any other theory of law, and shall not extend to any loss, cost, damage, claim or expense resulting from the acts of negligence of Grantee or its agents or employees, but shall survive termination of, this Agreement.

- 7. Compliance with Laws. Any rights granted hereunder shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals.
- 8. Obligations. The Parties covenant and agree that neither Party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.
- 9. Beneficiaries of Easement Rights/Binding Effect. The Easement set forth in this Agreement shall be for the benefit and use of Grantee and its successors and assigns, and their agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), and shall be binding upon the Easement Area and shall be a covenant running with the title to the Easement Area. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purpose, including, specifically, the right of entry to the Easement Area for purposes of maintenance, operation, repair and construction within the Easement Area of any Improvements now or hereafter located therein, subject to the limitations set forth herein.
- 10. Assignment and Termination. Subject to the written consent of the Grantor, with said consent not being unreasonably withheld, Grantee may assign any or all of its rights and obligations under this Agreement at any time to any affiliated entity, association or community development district-that agrees to construct and/or maintain the Improvements in accordance with the terms of this Agreement, whereupon Grantee shall be released from all obligations and liabilities except for any obligation or liabilities arising prior to the effective date of such assignment.
- 11. Amendments and Waivers. This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Orange County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

12. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, or (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Orlando, Florida time), to the address listed below or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph:

If to Grantee: Poitras East Community Development District

3501 Quadrangle Boulevard, Suite 270

Orlando, Florida 32817 Attn: District Manager

With a copy to: Kutak Rock LLP

107 W. College Avenue Tallahassee, Florida 32301 Attn: District Counsel

If to Grantor: City of Orlando

400 South Orange Avenue

P.O. Box 4990

Orlando, Florida 32802-3370

Attn: Laurie Botts, Real Estate Manager

Email: realestatea orlando.gov

- under this Agreement is not an exclusive easement. Grantor reserves until itself, its successors, assigns, grantees and invitees, the right, in its sole discretion, to use the Easement Area for any purpose not inconsistent with the rights granted herein to Grantee. By way of example but not of limitation, Grantor and its successors and assigns reserve the right from time to time to grant additional easements and licenses for access, utilities or any other purpose as it may reasonably deem necessary, under, over, across and upon the Easement Area, provided such easements and licenses do not unreasonably interfere with Grantee's use of the Easement Area pursuant to the terms hereof.
- 14. No Warranty. The easement granted herein is granted subject to all matters of record and without representation or warranty as to the suitability or use of the Easement Area for the easement granted herein
- 15. Liens. Grantee shall not permit (and shall promptly satisfy or transfer the lien to other security in accordance with applicable law) any construction, mechanic's lien or encumbrance against the Easement Area or any other property not owned by Grantee in connection with the exercise of Grantee's rights hereunder.
- 16. Attorneys' Fees. Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, all as actually incurred, including, attorneys' fees, costs, and expenses of investigation and collection incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes. Any judgment or decree rendered in

any such actions or proceedings shall include the award of attorneys' fees, costs, and expenses, as just described. The terms of this section shall survive the termination of this Agreement.

Miscellaneous. This Agreement contains the entire understanding of the Parties with 17. respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the United States of America and the State of Florida. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Grantee, Grantor, and their respective successors and assigns. The rights, privileges and easements granted and conveyed hereunder shall be a burden upon the Easement Area and exist for the benefit of and shall run with title to the applicable property.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the day and year first set forth above.

"GRANTOR" CITY OF ORLANDO, FLORIDA Witnesses: Tile: Printed Name: STATE OF FLORIDA COUNTY OF ORANGE The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 19 day of February 2024, by Buddy Over as Manager and existing under the laws of the State of Florida, on behalf of the Grantor. He is personally known to me or has produced (type of identification) as identification. (Notary Seal) Notary Public Print Name: Chery Serial Number: My Commission Expires: <u>0น- 18-วู</u>024 CHERYLL, ANDERSON Commission # HH 015272

Expires June 28, 2024 Anded Thru Budget Natary Services

Signed, sealed and delivered in the presence of:	"GRANTEE"
Print Name: About Noven Print Name: Shamira M. Bartley	POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes By: Print Name: Title: Chapter weight
[] online notarization, this	e District. He is personally known to me or has
ROBYN NOREN Notary Public State of Fiorida Comm# HH357488 Expires 4/5/2027	(Signature of Notary Public) (Typed name of Notary Public) Notary Public, State of Florida Commission No.: My Commission Expires:

EXHIBIT "A"

CITY PARK PROPERTY

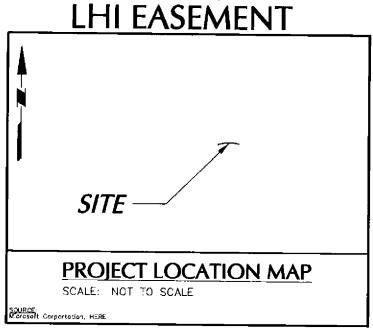
Tract P-1, CITY OF ORLANDO COMMUNITY PARK, according to the Plat thereof, as recorded in Plat Book 112, Pages 90-91, inclusive, Public Records of Orange County, Florida.

EXHIBIT "B"

EASEMENT AREA

See attached Drawing No. VB001 – LHI Easement – prepared by Langan Engineering and Environmental Sciences, Inc. – 6 pages





LEGEND AND ABBREVIATIONS (NOT SHOWN, TO SCALE)

P.O.B. — POINT OF BEGINNING P.O.C. — POINT OF COMMENCEMENT BOULEVARD ARC LENGTH € - CENTER LINE R - RADIUS - SECTION CORNER A - DELTA O.R.B. - OFFICIAL RECORD BOOK - QUARTER CORNER CB - CHCRD BEARING LHI — \angle ANDSCAPE HARDSCAPE IRRIGATION R/W - RIGHT-CF-WAY CL — CHORD _ENGTH SEC — SECTION PC — POINT OF CURVATURE
PT — POINT OF TANGENCY
PCC — POINT OF COMPCUND CURVATURE S.F. - SQUARE FEET P.B. — PLAT BOOK PG — PAGE - NUMBER

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE SURVEY MAP SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALSO, THIS SURVEY MAP COMPLIES WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORICA STATUTES.

Digitaly stored by Bryan A Marett Bryan A Merrith assets or spending this occurrent Discounted to 120 do 12 10 46 (8-2502)

DOC - DOCUMENT

BRYAN A. MERRITT PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER LS6558

LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. LICENSED BUSINESS NUMBER LB8172, STATE OF FLORIDA.

STATE OF STATE OF ALORIDA and Surveyor and THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE NAMED PROFESSIONAL SURVEYOR AND MAPPER USING A CRYPTOAPI PRIVATE KEY IGO DIGITAL CERTIFICATE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE AUTHENTICATION CODE MUST BE VERIFIED ON ALL ELECTRONIC COPIES.

FLORIDA

THIS IS NOT A SURVEY.



POITRAS EAST -COMMUNITY PARK **PLAT** ORLANDO ORANGE COUNTY

COVER

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LHI EASEMENT

LEGAL DESCRIPTION

ALL THAT PIECE AND PARCEL OF LAND LYING IN SECTION 31. TOWNSHIP 24 SOUTH, RANGE 31 EAST AND SECTION 36, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

AN EASEMENT FOR LANDSCAPE, HARDSCAPE, IRRIGATION PURPOSES COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31;

THENCE NORTH 00°05'27" EAST ALONG THE WEST LINE OF SAID SOUTHWEST ¼ OF SECTION 31 A DISTANCE OF 2,920.75 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST ¼ OF SECTION 31;

THENCE DEPARTING SAID WEST LINE NORTH 79°59'36" EAST A DISTANCE OF 115.48 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF LUMINARY BOULEVARD, BEING TRACT R OF THE PLAT LUMINARY BOULEVARD PHASE 1C AS DESCRIBED IN PLAT BOOK 109 PAGES 14 THROUGH 19 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, AND THE POINT OF BEGINNING:

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 39.27 FEET, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 32°12'15" EAST A DISTANCE OF 35.36 FEET TO A POINT;

THENCE NORTH 77°12'15" WEST A DISTANCE OF 10.00 FEET TO A POINT;

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING AN ARC LENGTH OF 23.56 FEET, A RADIUS OF 15.00 FEET, AND A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 32°12'15" WEST A DISTANCE OF 21.21 FEET TO A POINT OF TANGENCY;

THENCE NORTH 77°12'15" WEST A DISTANCE OF 24.81 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 1,123.05 FEET, A RADIUS OF 2,180.00 FEET, A CENTRAL ANGLE OF 29°30'59", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 88°02'16" WEST A DISTANCE OF 1,110.67 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 24.37 FEET. A RADIUS OF 15.00 FEET, AND A CENTRAL ANGLE OF 93°05'12" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 26°44'11" WEST A DISTANCE OF 21.78 FEET TO A POINT;

THENCE SOUTH 70°11'35" WEST A DISTANCE OF 10.00 FEET TO A POINT;

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 40.62 FEET, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°05'12", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 26°44'11" EAST A DISTANCE OF 36.29 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID LUMINARY BOULEVARD AND ALSO BEING A POINT OF COMPOUND CURVATURE;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 1,128.20 FEET, A RADIUS OF 2,190.00 FEET, A CENTRAL ANGLE OF 29°30'59", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 88°02'16" EAST A DISTANCE OF 1,115.76 FEET TO A POINT OF TANGENCY;

rawing

THIS IS NOT A SURVEY.

LANGAN

Cangan Engineering and
Environmental Services, Inc.

13155 Veterans Way Surte 120
Ottamon, FL 32527

407.974.2900 F 407.974.2901 www.liangan.com FL Conficate of Autronization No. 00006604/LB81721.58198 POITRAS EAST -COMMUNITY PARK PLAT

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© 2023 I angan

LHI EASEMENT

LEGAL DESCRIPTION

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 77°12'15" EAST A DISTANCE OF 24.81 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINING 12,143 SQUARE FEET OR 0.279 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

- 1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
- 2. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"≃60' OR SMALLER, UNLESS OTHERWISE NOTED, LINEAR UNITS SHOWN ARE U.S. SURVEY FEET.
- 3. ALL ADJOINING RIGHTS-OF-WAY, SUBDIVISIONS AND INFORMATION ON ADJOINING PROPERTIES SHOWN HEREON ARE FROM INFORMATION SHOWN ON COUNTY PROPERTY APPRAISER'S WEBSITE. USERS OF THIS SURVEY ARE PLACED ON NOTICE THAT RELIANCE ON SUCH INFORMATION IS AT THEIR OWN PERIL, IN THIS REGARD.
- 4. THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED HEREON, MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
- 5. THIS SKETCH OF SURVEY AND DESCRIPTION IS NEITHER FULL NOR COMPLETE WITHOUT ALL SHEETS OF THIS SET
- THE BEARINGS SHOWN HEREON ARE REFERENCED TO GRID NORTH BASED UPON THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) REFERENCED TO THE FLORIDA PERMANENT REFERENCE NETWORK.
- 7. THIS SKETCH OF SURVEY MAP AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR A CRYPTOAPI PRIVATE KEY IGC DIGITAL CERTIFICATE.

THIS IS NOT A SURVEY.

LANGAN

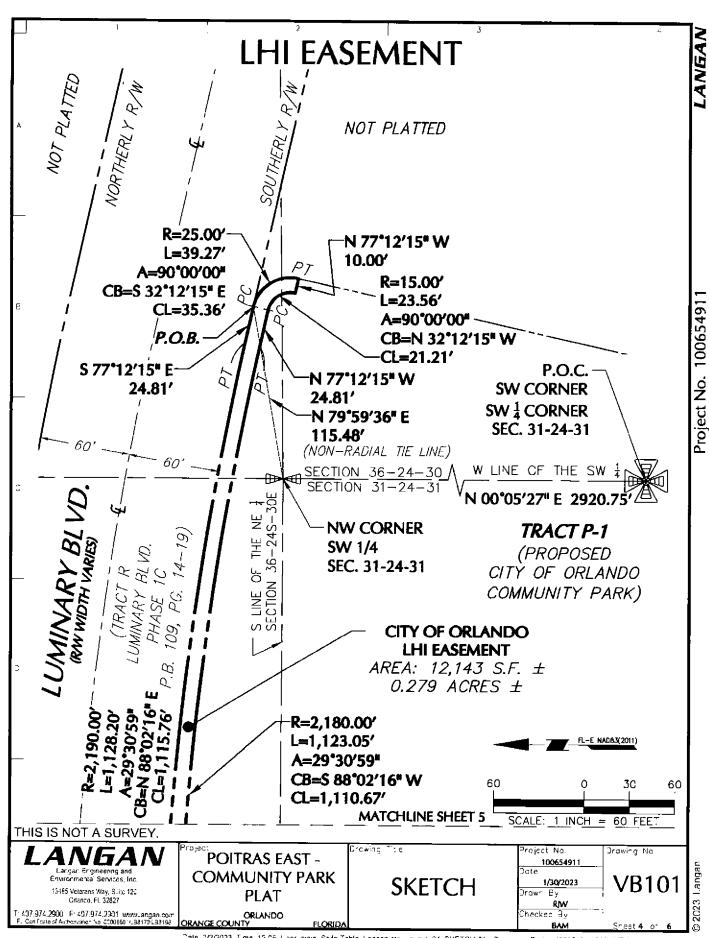
Langan Engineering and Environmental Services, Inc. 13485 Veterans Way, Suite 120 Orlando, F., 32827

T 407.974.2900 F 407.974.2901 www.langari.com FI Cert totle of Authorization No. 000056014.581724.58198 POITRAS EAST -COMMUNITY PARK PLAT

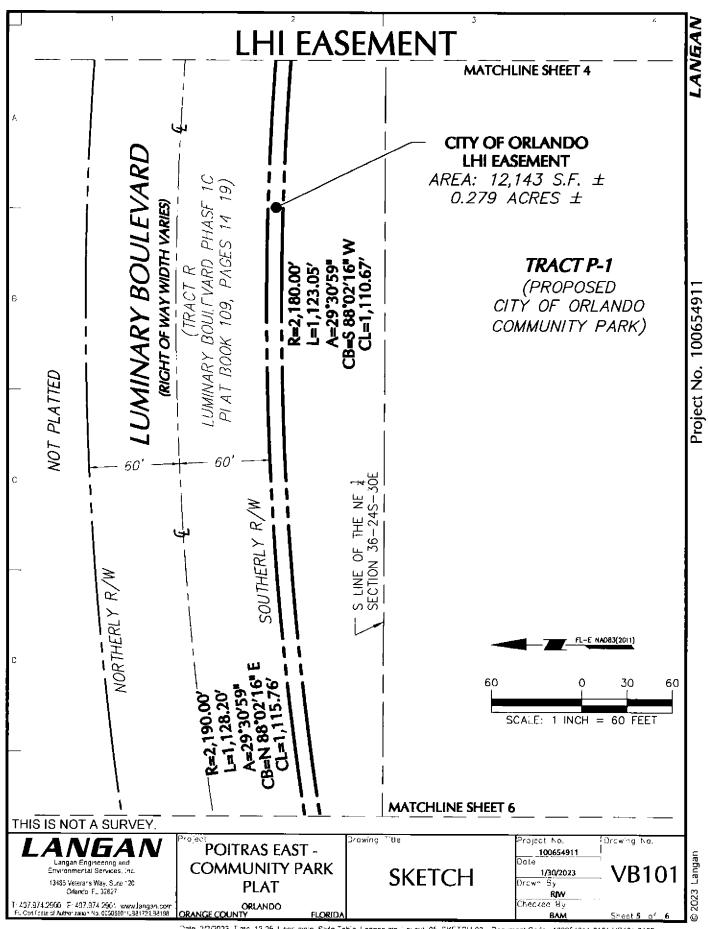
ORLANDO
ORANCE COUNTY FLORIO

DESCRIPTION & NOTES

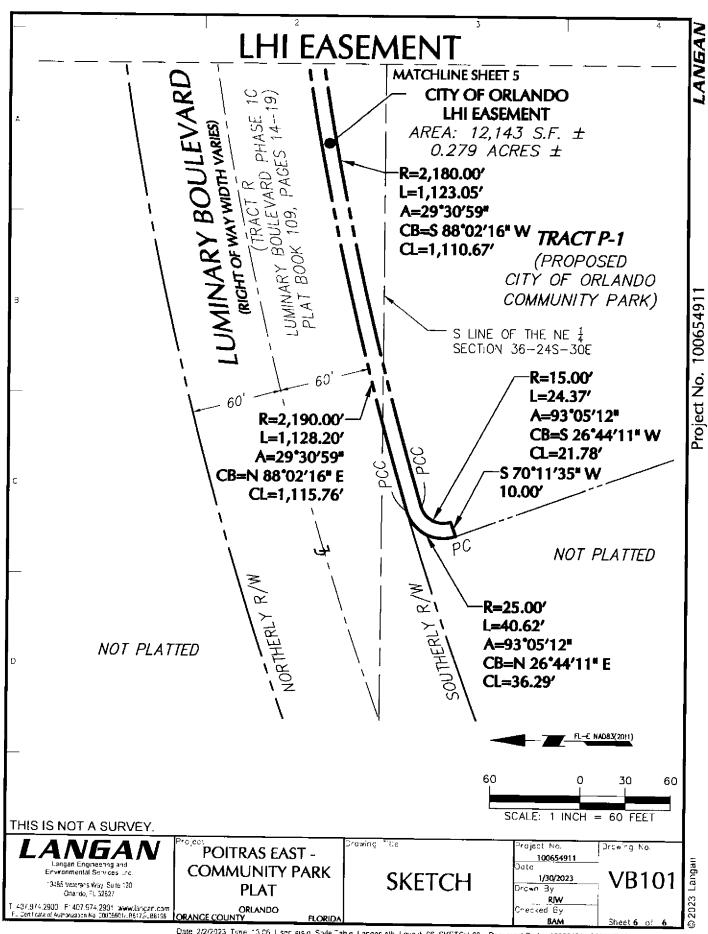
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Operation and Maintenance Expenditures Paid in February 2024 in an amount totaling \$444,515.84

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 February 1, 2024 through February 29, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:	\$444,515.84	
Approval of Expenditures:		
Chairman		
Vice Chairman		
Assistant Secretary		

AP Check Register (Current by Bank)

Check Dates: 2/1/2024 to 2/29/2024

heck No.	ate	tatus*	Vendor ID	Payee Name		Amount
BANK ID: ON	/1705 - CITY N	NATIONAL BA	ANK			001-101-0000-00-01
1514	02/01/24	M	KUTAK	Kutak Rock		\$1,800.96
1515	02/12/24	М	CEPRA	Cepra Landscape		\$5,595.00
1516	02/12/24	M	GRAUAS	Grau and Associates		\$1,000.00
1517	02/12/24	M	USIC	USIC Locating Services		\$289.18
1518	02/12/24	M	WRE	Wind River Environmental		\$150.00
1519	02/23/24	Р	BERMAN	Berman Construction		\$1,200.00
1520	02/23/24	Р	CEPRA	Cepra Landscape		\$17,667.91
1521	02/26/24	Р	DONMC	Donald W McIntosh Associates		\$125.00
1522	02/26/24	Р	PFMGC	PFM Group Consulting		\$3,208.33
1523	02/27/24	М	RLEVEY	Richard Levey		\$200.00
1524	02/27/24	M	TDCP	TDCP, LLC		\$412,253.59
					BANK OM1705 REGISTER TOTAL:	\$443,489.97
BANK ID: ON	M-ACH - CITY	NATIONAL B	ANK - ACH & WIRE	S		001-101-0000-00-01
70000	02/14/24	М	OUC	Orlando Utilities Commission		\$1,025.87
					BANK OM-ACH REGISTER TOTAL:	\$1,025.87
					GRAND TOTAL :	\$444,515.84

443,489.9	97	Checks 1514-1524
1,025.8	37	PA 226 - OUC paid online
444,515.8	34	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 #224

1/26/2024

tem No.	Payee	Invoice Number	General Fund
1	Kutak Rock General Counsel Through 12/31/2023	0806	\$ 1,800.96
		TOTAL	\$ 1,800.96

District/Manager / Assistant DM

Chairperson

Poitras East Community Development District c/o PFM Group Consulting 50 Quadrangle Boulevard, Ste. 70 Orlando, FL 32817 LaneA@pfm.com // (407) 723-5925



Payment Authorization #225

2/2/2024

Item No.	Payee	voice Number	eneral und
1	Berman Construction		
	February Lift Station Landscaping	42828	\$.00
	February Irrigation and Admin Staffing Management	42829	\$,000.00
2	Cepra Landscape		
	February Landscape Maintenance	O-S5505	\$ 7,667.91
9		TOTAL	\$ 18,867.91

District Manager / Assistant DM

hairperson

Payment Authorization #226

2/9/2024

Item No.	Payee	Invoice Number	General Fund	
	Cepra Landscape 3" Mainline Repair	-S5546	\$ 5,595.00	
2	Grau and ssociates FY 2023 Audit	25152	\$,000.00	
3	OUC Utility Service 2/2024 - 2/01/2024	Acct: 2989510986	\$,025.87	
4	USIC Locating Services Ticket and Service Fees Through 31/2024	639980	\$ 289.18	
5	Wind River nvironmental February Lift Station Inspection	6221567	\$ 50.00	
		TOTAL	\$,060.05	

District Manager / Assistant DM

Chairperson

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



Payment Authorization #227

2/16/2024

tem No.	Payee	Invoice Number		General Fund	
1	Donald W McIntosh Associates Engineering Services Through /26/2024	5362	\$	5.00	
2	PFM roup onsulting February DM Fee	DM-02-2024-44		,208.33	
		TOTAL	\$	3,333.33	

District Manager / Assistant DM

Chairperson

Payment Authorization #228

2/23/2024

Item No.	Payee	Invoice Number	General Fund	
1	Supervisor Fee - 02/20/2024 Meeting Richard Levey		\$ 200.00	
		TOTAL	\$ 200.00	

<u>Jennifer L. Walden</u> Di rict Man

Chairperson

Operation and Maintenance Expenditures Paid in March 2024 in an amount totaling \$29,790.48

(provided under separate cover)

Requisition Nos. 2020-301 – 2020-307 Paid in February 2024 in an amount totaling \$408,482.57

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 February 1, 2024 through February 29, 2024. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
S2020-301	Jr. Davis Construction Co.	\$346,636.94
S2020-302	FL Department of Environmental Protection (voided)	\$0.00
S2020-303	Boggy Creek Improvement District	\$95.28
S2020-304	Donald W McIntosh Associates	\$30,852.03
S2020-305	Orange County Utilities	\$18,847.32
S2020-306	City of Orlando	\$10,000.00
S2020-307	Kittelson & Associates	\$2,051.00
		\$408,482.57

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

DATE: February 2, 2024 REQUISITION NO: 301

PAYEE: Jr. Davis Construction Co., Inc. AMOUNT DUE: \$346,636.94

ADDRESS: 210 Hangar Road FUND: Acquisition/Construction

Kissimmee, FL 34741

ITEM: Invoice 129649 for Project 2089 (Poitras East Master Infrs PH1C) Through 12/31/2023

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

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Board of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

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

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

BY:

CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:

DISTRICT ENGINEER Jeffrey J. Newton, PE

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

ATE: February 16, 2024 **REQUISITION NO:** PAYEE: Boggy Creek Improvement District AMOUNT DUE: \$95.28 c/o PFM Group Consulting Acquisition/Construction ADDRESS: FUND: 3501 Quadrangle Boulevard, Ste. 270 Orlando, FL 32817 ITEM: Reimbursement for Construction-Related Legal Advertising, Split Between Boggy Creek, Greeneway, Myrtle Creek, Poitras East, and Midtown, Paid to Orlando Sentinel Out of Boggy Creek Series 2013 Construction Funds (Reference OSC87032206; Ads: 7551696, 7571419), Req. 2013-440

The undersigned reby rtifies that obligations in the stated amount set forth above have been incurred by he 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 t e onstruction 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 wit 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 o the Payee set fort above, which as not been released or will not be released simultaneously with he payment hereof.

The undersigned hereby further ertifies that such requisition contains no item representing payment on account of any retained percentage, which the District is a the date of such er ificate entitled to retain.

It is hereby represented by the un ersigned that the Board of he 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 he District from the vendor of the property acquired or services rendered with respect o 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 ereby certifies that t is disbursement is for a cost of the Project and is consistent with: (i) the applicable or onstruction contract; (ii) the plans and sp ifications for t e portion of Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report s all av been amended or modified as of the ate ereof

BY:

DISTRICT ENGINEER

Jeffrey J. Newton. PE

oitras East S2020 Req 303: Boggy reek mprovement istrict

February 16, 2024

Page 1 of 1

RECEIVED

By Amanda Lane at 2:20 pm, Feb 20, 2024

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT e REQUISITION FOR PAYMENT e 2020 NOTE ACQUISITION AND CONSTRUCTION ACCOE T e

DATE: e	Febreary 16, 2024 e	REQUISITION NO: e	304 e			
PAYEE: e	Donald W McIntosh Associates Inc e	AMOUNT DUE: e	\$30,852.03 e			
ADDRESS: e	1950 Semmit ₱ark Drive, 6 th Floor e Orlando, FL 32810 e	FUND: e	Acquisition/Construction e			
ITEM: e	•e Invoice 45363 for Project 1 01/26/2024 - \$1,689.67	8124 (Poitras East CDD) Engi	ineering Services Through			
	.,	 Invoice 45365 for Project 23524 (Poitras East –d_ift Station G Eval Services Through 01/26/2024 –&7,271.20e 				
	•e Invoice 45366 for Project 2 Crossing) Through 01/26/20	3541 (Luminary Boulevard Ex 024 – \$8,188.00	stension & Jim Branch Creek			
	ent III) Theough 01/26/2024 e					
	•e Invoice 45368 for Project 2 \$2,749.50	3585 (Centerline Drive Segme	ent H2) Through 01/26/2024 e			
	ent II3) Through 01/26/2024 -e					

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

The endersigned thereby further certifies that there has not been filed with or served upon the District notice of any lien, e right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payabee to the Payee set forth e above, which has not been released or will not be released simultaneously with the payment ereof. e

The eneersigned acreby further certifies that such requisition contains no item representing payment on account of any e retained percentage, which the District is at the date of such certificate entitled to retain, e

It is hereby represented be e e endersigned that tee Board of the District has approved this requisition or that 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 e which disbursement is bereby requested, e

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT e

D. . .

CHAIRMAN or VICE CHAIRMAN e

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES e

The undersigned District Engineer thereby certifies that this disbursement is for a cost of the eProject and is consistent e with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the eProjece with respece which e such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified e as of the eate eereof. e

BY:

DISTRICT ENGINEER LOCKER

leffrey J. Newton, PE

Poitras East S2020 Req 304: Donald W McIntosh Associates e

February 16, 2024 e

Page 1 of 1 e

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

DATE: t February 16, 2024 t REQUISITION NO: t 305 t PAYEE: t Orange County Utilities t \$18,847.32 t AMOUNT DUE: t ADDRESS: t c/o Donald W McIntosh Associates t FUND: t Acquisition/Construction t 1950 Summit Park Drive, 6th Floor t Orlando, FL 32810 t ITEM: t Plan Review and Insp tion Fees for the Parcel N-2 Lift Station G Project (23-U-093)t

The undersigned tereby teertifies tt at obligations in the stated amount set forth above have been incurred by t the District, that each disbursement set forth above is a troper tcharge against the 2020 Acquisition and Construction t Account, referenced above, tt at tach t isbursement set forth above was incurred in connection with the acquisition t and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been taid. t

The undersigned hereby further certifies that there has not been filed with or served upon the District notice t of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of tht monies t payable to the Payee set forth above, which has not been released or will not be released simultaneously with the t payment hereof. t

The undersigned hereby further tertifies that sut requisition tontains no item representing to the tontains and item representing to the tontains are the tontains and the tontains are the tontains and the tontains are the tonta account of any retained percentage, which the District is at the tlate of such certificate entitled to retain. t

It is hereby represented by the undersigned tt at the Board of the District has approved this requisition or tas t approved the specific tontract with respect to which tlisbursements pursuant to this requisition are t ue and tayable. t

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

> POITRAS EAST COMMUNITY t DEVELOPMENT DISTRICT t

CHAIRMAN or VICE CHAIRMAN t

DISTRICT ENGINEER'S APPROVAL FOR PROJECT XPENDITURES

The undersigned District Engineer tereby tcertifies that this tlisbursement is for a tost of the tProject and is t consistent with: t(i) the applicable or tonstruction tcontract; (ii) the plans and specifications for tt e portion of the t Project with respect to which such tlisbursement is being made; and, (iii) the report of the District Engineer, as such t report shall have been amended tr intodified as tf the tlate hereof. t

DISTRICT/ENGINEER

2/20/24

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

DATE: e	February 23, 2024 e	REQUISITION NO: e	306 e
PAYEE: e	City of Orlando e	AMOUNT DUE: e	\$10,000.00 e
ADDRESS: e	c/o Donald W McIntosh Associates e	FUND: e	Acquisition&Construction e
	1950 Summit Park Drive, 6è Floore Orlando, FL 32810 e		
ITEM: e	Centerline Drive Segment H1 Hold Ha	armless Agreement Fee	2

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

The undersigned hereby further certifiee that there has not been filed with or envee upon the District eotice e of aey lien, right to lien, or attachment upon, or elaim affecting the right to receive payment of, any of the monies e payable to the Payee set forth above, which has not been released or will not be released simultaneously with the e payment hereof.

The undersigned hereby further certifies that such requisition contains e o item representing payment oe e account of any retained percentage, which the District ie 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 e approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable. e

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

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT e

BY.

CHAIRMAN or CE CHAIT IAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:

DISTRICT ENGIN

Jeffrey J. Newton, PI

2/26/24

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT REQUISITION FOR PAYMENT

2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT t

DATE: t February 23, 2024 t REQUISITION NO: t 307

PAYEE: t Kittelson & Associates t AMOUNT DUE: t \$2,051.00

ADDRESS: t PO Box 40847 t FUND: t Acquisition Construction t

Portland, OR 97240 t

ITEM: t Invoice 143494 fot Project 262690 (Narcoossee & Luminary Post Design) Through 01/31/2024 t

The undersigned hereby certifies that obligations in the stated amount set forth above have been inturred by t 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 t and the tonstruction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has t not previously been paid. t

The undersigned hereby further certifies that there has not been filt d with or served upon the District notice t of any lien, tight to lien, or attachment upon, or claim affecting the tight to receive payment of, any of the monies t payable to the Payee set forth above, which has not been released or will not be released simultaneously with the t payment hereof, t

The undersigned hereby further certifies that such requisition contains no item representing payment on t account of any retained percentage, which the District is at the tlate of such certificate entitled to tetain. t

It is ht eby represented by the undersigned that tht Board of the District has approved this requisition or has t approved the specific contract with respect to which disbursements pursuant to this requisition at due and payable. t

All invoice(s) are on file with the District from the vendor of the property acquiret or services rendered witht respect to which tisbutsement is hereby tequested. t

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT t

BY: t

CHAIRMAN of VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this tilsbursement is fot a tost of the tProject and is t consistent with: t (i) the applicable o tonstruction tcontract; (ii) the plans and specifications for the portion of the t Project with respect to which such tilsbursement is being made; and, (iii) the report of the District Engineer, as such t report shall have been amended of modified as of the tlate hereof, t

BY:

DISTRICT ENGINEER

Jeffrey J. Newton, PE

2/26/24

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

(provided under separate cover)

Work Authorizations/Proposed Services (if applicable)

District's Financial Position and Budget to Actual YTD

Statement of Financial Position As of 2/29/2024

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
		<u>Assets</u>			
Current Assets					
General Checking Account	\$1,509,275.91				\$1,509,275.91
Alleyway & Infrastructure Capital Res.	105,141.43				105,141.43
Assessments Receivable	178,109.55				178,109.55
Assessments Receivable		\$647,869.17			647,869.17
Due From Other Funds		652,640.20			652,640.20
Series 2020 Debt Service Reserve		152,539.92			152,539.92
Series 2023 Debt Service Reserve		814,368.75			814,368.75
Series 2023 Revenue		375,767.25			375,767.25
Series 2020 Interest		19.26			19.26
Series 2023 Acquisition/Construction			\$22,833.80		22,833.80
Total Current Assets	\$1,792,526.89	\$2,643,204.55	\$22,833.80	\$0.00	\$4,458,565.24
<u>Investments</u>					
Amount Available in Debt Service Funds				\$1,342,695.18	\$1,342,695.18
Amount To Be Provided				23,312,304.82	23,312,304.82
Total Investments	\$0.00	\$0.00	\$0.00	\$24,655,000.00	\$24,655,000.00
Total Assets	\$1,792,526.89	\$2,643,204.55	\$22,833.80	\$24,655,000.00	\$29,113,565.24

Statement of Financial Position As of 2/29/2024

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total						
	<u>Liabilities and Net Assets</u>										
Current Liabilities											
Accounts Payable	\$148,893.51				\$148,893.51						
Notes and Loans Payable - Current	211,069.79				211,069.79						
Due To Other Funds	503,746.69				503,746.69						
Deferred Revenue	178,109.55				178,109.55						
Deferred Revenue		\$647,869.17			647,869.17						
Retainage Payable			\$21,948.41		21,948.41						
Total Current Liabilities	\$1,041,819.54	\$647,869.17	\$21,948.41	\$0.00	\$1,711,637.12						
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	\$1,041,819.54	\$647,869.17	\$21,948.41	\$24,655,000.00	\$26,366,637.12						
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	365,467.56				365,467.56						
Net Assets, Unrestricted		\$1,390,032.67			1,390,032.67						
Current Year Net Assets, Unrestricted		605,302.71			605,302.71						
Not Assets University of			(\$ 500 504 4 7)								
Net Assets, Unrestricted			(\$588,504.47)		(588,504.47)						
Current Year Net Assets, Unrestricted			589,389.86		589,389.86						
Total Net Assets	\$750,707.35	\$1,995,335.38	\$885.39	\$0.00	\$2,746,928.12						
Total Liabilities and Net Assets	\$1,792,526.89	\$2,643,204.55	\$22,833.80	\$24,655,000.00	\$29,113,565.24						

Statement of Activities As of 2/29/2024

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
Revenues					
On-Roll Assessments	\$399,714.99				\$399,714.99
Off-Roll Assessments	144,625.46				144,625.46
Other Income & Other Financing Sources	311.23				311.23
On-Roll Assessments		\$830,630.21			830,630.21
Off-Roll Assessments		148,893.51			148,893.51
Other Assessments		412,253.09			412,253.09
Debt Proceeds		84,025.53			84,025.53
Other Income & Other Financing Sources			\$61,774.24		61,774.24
Debt Proceeds			704,600.74		704,600.74
Total Revenues	\$544,651.68	\$1,475,802.34	\$766,374.98	\$0.00	\$2,786,829.00
<u>Expenses</u>					
Supervisor Fees	\$600.00				\$600.00
D&O Insurance	2,788.00				2,788.00
Trustee Services	5,648.38				5,648.38
Management	16,041.65				16,041.65
Engineering	1,131.26				1,131.26
Disclosure	1,250.00				1,250.00
Property Appraiser	1,016.29				1,016.29
District Counsel	4,694.71				4,694.71
Assessment Administration	7,500.00				7,500.00
Audit	1,000.00				1,000.00
Travel and Per Diem	11.67				11.67
Postage & Shipping	1.98				1.98
Legal Advertising	911.68				911.68
Office Supplies	137.50				137.50
Web Site Maintenance	840.00				840.00
Holiday Decorations	1,250.00				1,250.00
Dues, Licenses, and Fees	175.00				175.00
Electric	904.46				904.46
Water Reclaimed	3,265.51				3,265.51
General Insurance	3,409.00				3,409.00
Property & Casualty	14,657.00				14,657.00
Irrigation Parts	24,647.80				24,647.80
Landscaping Maintenance & Material	76,339.55				76,339.55

Statement of Activities As of 2/29/2024

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
Flower & Plant Replacement	2,101.96				2,101.96
Contingency	172.24				172.24
Entry and Wall Maintenance	650.00				650.00
Streetlights	1,771.89				1,771.89
Liftstation Maintenance	3,024.39				3,024.39
Personnel Leasing Agreement	5,000.00				5,000.00
Interest Payments (Series 2020)		\$20,935.43			20,935.43
Interest Payments (Series 2023)		868,900.94			868,900.94
Engineering			\$175,928.45		175,928.45
District Counsel			903.50		903.50
Legal Advertising			608.82		608.82
Total Expenses	\$180,941.92	\$889,836.37	\$177,440.77	\$0.00	\$1,248,219.06
Other Revenues (Expenses) & Gains (Losses)					
Interest Income	\$1,757.80				\$1,757.80
Dividend Income		\$19,336.74			19,336.74
Dividend Income			\$455.65		455.65
Total Other Revenues (Expenses) & Gains (Losses)	\$1,757.80	\$19,336.74	\$455.65	\$0.00	\$21,550.19
Change In Net Assets	\$365,467.56	\$605,302.71	\$589,389.86	\$0.00	\$1,560,160.13
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	\$750,707.35	\$1,995,335.38	\$885.39	\$0.00	\$2,746,928.12

Budget to Actual For the Month Ending 2/29/2024

Year	Tο	Date

	Year To Date								
		Actual		Budget		Variance		FY 2024 Adopted Budget	Percentage Spent
Revenues .									
On-Roll Assessments	\$	399,714.99	\$	301,020.83	\$	98,694.16	\$	722,450.00	79.72%
Off-Roll Assessments	•	144,625.46	•	-	•	144,625.46	•	-	
Other Income & Other Financing Sources		311.23		-		311.23		-	
Carryforward Revenue		31,250.00		31,250.00		-		75,000.00	41.67%
Net Revenues	\$	575,901.68	\$	332,270.83	\$	243,630.85	\$	797,450.00	72.22%
General & Administrative Expenses									
Supervisor Fees	\$	600.00	\$	2,000.00	\$	(1,400.00)	\$	4,800.00	12.50%
D&O Insurance	•	2,788.00	•	1,291.67	•	1,496.33	•	3,100.00	89.94%
Trustee Services		5,648.38		5,604.85		43.53		13,451.64	41.99%
Management		16,041.65		16,041.67		(0.02)		38,500.00	41.67%
Engineering		1,131.26		8,125.00		(6,993.74)		19,500.00	5.80%
Disclosure		1,250.00		2,083.33		(833.33)		5,000.00	25.00%
Property Appraiser		1,016.29		83.33		932.96		200.00	508.15%
District Counsel		4,694.71		12,500.00		(7,805.29)		30,000.00	15.65%
Assessment Administration		7,500.00		3,125.00		4,375.00		7,500.00	100.00%
Reamortization Schedules		-		104.17		(104.17)		250.00	0.00%
Audit		1,000.00		4,375.00		(3,375.00)		10,500.00	9.52%
Arbitrage Calculation		-		416.67		(416.67)		1,000.00	0.00%
Travel and Per Diem		11.67		125.00		(113.33)		300.00	3.89%
Telephone		-		10.42		(10.42)		25.00	0.00%
Postage & Shipping		1.98		208.33		(206.35)		500.00	0.40%
Copies		-		416.67		(416.67)		1,000.00	0.00%
Legal Advertising		911.68		5,000.00		(4,088.32)		12,000.00	7.60%
Bank Fees Miscellaneous		-		75.00 2,916.64		(75.00)		180.00 7,000.00	0.00% 0.00%
Meeting Room		-		333.33		(2,916.64) (333.33)		800.00	0.00%
Office Supplies		137.50		104.17		33.33		250.00	55.00%
Web Site Maintenance		840.00		1,175.00		(335.00)		2,820.00	29.79%
Holiday Decorations		1,250.00		2,083.33		(833.33)		5,000.00	25.00%
Dues, Licenses, and Fees		175.00		72.92		102.08		175.00	100.00%
Total General & Administrative Expenses	\$	44,998.12	\$	68,271.50	\$	(23,273.38)	\$	163,851.64	27.46%
Electric Water-Sewer Combination Services Water Reclaimed Other Physical Environment General Insurance Property & Casualty Insurance Other Insurance Irrigation Repairs Landscaping Maintenance & Material Tree Trimming Flower & Plant Replacement Contingency Road & Street Facilities Entry and Wall Maintenance Hardscape Maintenance Alleyway Maintenance Streetlights Accent Lighting Liftstation Maintenance Parks & Recreation	\$	904.46 3,265.51 3,409.00 14,657.00 - 24,647.80 76,339.55 - 2,101.96 172.24 650.00 - 1,771.89 - 3,024.39	\$	2,083.33 12,500.00 1,541.67 6,250.00 41.67 120,833.33 10,416.67 12,832.65 2,500.00 4,166.67 4,166.67 17,291.67 208.33 12,500.00	\$	(1,178.87) (9,234.49) 1,867.33 8,407.00 (41.67) 14,231.13 (44,493.78) (8,333.33) (8,314.71) (12,660.41) (1,850.00) (4,166.67) (4,166.67) (15,519.78) (208.33) (9,475.61)	\$	5,000.00 30,000.00 15,000.00 15,000.00 25,000.00 290,000.00 25,000.00 30,798.36 6,000.00 10,000.00 41,500.00 500.00 30,000.00	18.09% 10.89% 92.14% 97.71% 0.00% 98.59% 26.32% 0.00% 8.41% 0.56% 10.83% 0.00% 4.27% 0.00% 10.08%
Personnel Leasing Agreement		5,000.00		15,000.00		(10,000.00)		36,000.00	13.89%
Reserves Infrastructure Capital Reserve		_		16,666.67		(16,666.67)		40,000.00	0.00%
Alleyway Reserve		_		6,250.00		(6,250.00)		15,000.00	0.00%
Total Field Operations Expenses	\$	135,943.80	\$	263,999.33	\$	(128,055.53)	\$	633,598.36	21.46%
Total Expenses	\$	180,941.92	\$	332,270.83	\$	(151,328.91)	\$	797,450.00	22.69%
Other Revenues (Expenses) & Gains (Losses)									
Interest Income	\$	1,757.80	\$	-	\$	1,757.80	\$	-	
Total Other Revenues (Expenses) & Gains (Losses)	\$	1,757.80	\$	-	\$	1,757.80	\$		
Net Income (Loss)	\$	396,717.56	\$	<u> </u>	\$	396,717.56	\$	-	

Poitras East CDD Cash Flow

		Beg. Cash	FY23 Inflows	FY23 Outflows	FY24 Inflows	FY24 Outflows	End. Cash		
10	0/1/2023	300,584.53	10,514.53	(27,801.73)	3.94	(22,716.50)	260,584.77		
13	1/1/2023	260,584.77	-	(3,188.28)	72,374.27	(54,504.60)	275,266.16		
12	2/1/2023	275,266.16	-	-	569,265.18	(27,725.03)	816,806.31		
1	1/1/2024	816,806.31	-	-	571,494.54	(992,581.75)	395,719.10		
2	2/1/2024	395,719.10	-	-	1,558,072.65	(444,515.84)	1,509,275.91		
3	3/1/2024	1,509,275.91	-	-	76,405.78	(388,273.78)	1,197,407.91	as of 03/25/2024	
		Totals	10,514.53	(30,990.01)	2,847,616.36	(1,930,317.50)			