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, June 17, 2025, 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 May 20, 2025, Board of Supervisors' Meeting

### **Business Matters**

- 2. Consideration of Responses to Requests for Proposals for Underwriting Services for Special Assessment Revenue and Refunding Bonds, Series 2025
- 3. Consideration of OUC Electrical Utility Easement Agreement for Laureate Park N2 Phase 1 (Alley Tracts)
- 4. Ratification of Operation and Maintenance Expenditures Paid in May 2025 in an amount totaling \$7,972.54
- 5. Ratification of Requisition Nos. 2020-402 2020-407 Paid in May 2025 in an amount totaling \$323,858.69
- 6. Recommendation of Work Authorization/Proposed Services (if applicable)
- 7. Review of District's Financial Position and Budget to Actual YTD

### **Other Business**

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

### **Adjournment**





Minutes of the May 20, 2025, 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, May 20, 2025, at 4:00 p.m. at 6900 Tavistock Lakes Blvd., Ste. 200, Orlando, FL 32827.

### Present:

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

### Also attending:

Jennifer Walden PFM Blake Firth PFM Lynne Mullins PFM (via phone) Amanda Lane PFM (via phone) Kevin Plenzler PFM (via phone) Michael Dennis PFM (via phone) Jeffrey Newton Donald W. McIntosh Associates Bob Schanck Donald W. McIntosh Associates Tucker Mackie Kutak Rock (via phone) Dan Young Tavistock

Grant Philbeck Berman (via phone)

DJ Batten Berman Michael Baldwin Jefferies

Misty Taylor BMO (via phone)

### SECOND ORDER OF BUSINESS

### **Public Comment Period**

Dr. Levey called for public comments. He noted there were no members of the public present.

### THIRD ORDER OF BUSINESS

Swearing in Newly Elected Board Member

Ms. Walden noted for the record that Mr. Ron Domingue was sworn in prior to the meeting.

### **FOURTH ORDER OF BUSINESS**

Consideration of the Minutes of the April 15, 2025, Board of Supervisors' Meeting

The Board reviewed the minutes of the April 15, 2025, Board of Supervisors' Meeting.

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 Minutes of the April 15, 2025, Board of Supervisors' Meeting.

### FIFTH ORDER OF BUSINESS

### Letter from Supervisor of Elections – Orange County

Ms. Walden noted that as April 15, 2025, there are 1,331 registered voters in the Poitras East Community Development District. No action is required.

Mr. Adams asked if the terms will time out in the next two years. Ms. Walden replied that two seats ran this past November, but no one ran so the seats have been carried over. She noted the next two seats will switch over in 2026 and then two years later, the last seat will switch over to a resident seat.

### SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-06, Election of Officers

Ms. Walden reviewed the current slate of officers and recommended replacing Julie Salvo with Ron Domingue as an Assistant Secretary.

On motion by Mr. Paris, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved Resolution 2025-06, Election of Officers with Richard Levey as Chair, Rob Adams as Vice Chair, Jennifer Walden as Secretary, Lynne Mullins, Frank Paris, Brent Schademan, and Ron Domingue as Assistant Secretaries, Jennifer Glasgow as Treasurer, Amanada Lane, Amy Champange, Rick Montejano, and Verona Griffith as Assistant Treasuers.

### **SEVENTH ORDER OF BUSINESS**

Consideration of Responses to Requests for Proposals for Underwriting Services for Special Assessment Revenue and Refunding Bonds, Series 2025

Ms. Walden stated more time is needed to review the proposals and recommends the Chair work with the Financial Advisors and come back with a recommendation for the June meeting.

Discussion ensued regarding delegating authority, subcommittees, and the procurement policies.

Dr. Levey recommended to defer this item for thirty days to allow for input from PFM and time to review the proposals.

On motion by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District deferred Responses to Requests for Proposals for Underwriting Services for Special Assessment Revenue and Refunding Bonds, Series 2025 for thirty days.

### **EIGHTH ORDER OF BUSINESS**

Consideration of Data Sharing and Usage Agreement with Orange County Property Appraiser's Office

Ms. Walden noted the Orange County Property Appraiser's Office is still working on the standard agreement for their services and have provided the District with their Data Sharing Usage Agreement in the meantime. She stated this Agreement notes that the District will not share any confidential information from the Property Appraiser's Office.

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 Data Sharing and Usage Agreement with Orange County Property Appraiser's Office.

### **NINTH ORDER OF BUSINESS**

Consideration of Resolution 2025-07, Approving a Preliminary Budget for Fiscal Year 2026 and Setting a Public Hearing Date

Ms. Walden reviewed the preliminary budget for Fiscal Year 2026, noting the District is slated to keep O&M assessments the same. She recommended Tuesday, August 19, 2025, at 4 p.m., which would be the regular scheduled Board meeting, for the public hearing date.

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 2025-07, Approving a Preliminary Budget for Fiscal Year 2026 and Setting a Public Hearing Date for Tuesday, August 19, 2025, at 4:00 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827.

### **TENTH ORDER OF BUSINESS**

Ratification of Operation and Maintenance Expenditures Paid in April 2025 in an amount totaling \$37,193.30

The Board reviewed the O&M expenditures paid in April 2025.

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 Operation and Maintenance Expenditures Paid in April 2025 in an amount totaling \$37,193.30.

### **ELEVENTH ORDER OF BUSINESS**

Ratification of Requisition Nos. 2020-396 – 2020-401 Paid in April 2025 in an amount totaling \$249,850.91

The Board reviewed Requisition Nos. 2020-396 – 2020-401 paid in April 2025.

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 Nos. 2020-396 – 2020-401 Paid in April 2025 in an amount totaling \$249,850.91.

### TWELFTH ORDER OF BUSINESS

Recommendation of Work Authorization/Proposed Services

Ms. Walden noted there are no Work Authorizations at this time.

### THIRTEENTH ORDER OF BUSINESS

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

Ms. Walden stated the financials have been updated through April. The District has spent approximately 33% of the adopted budget.

### **FOURTEENTH ORDER OF BUSINESS**

**Staff Reports** 

<u>District Counsel</u> – No report.

District Manager – Ms. Walden stated the next Board Meeting is scheduled for Tuesday, June

17, 2025.

<u>District Engineer</u> – Mr. Newton stated there is a Construction Contract Status Memo (Minutes

Exhibit A) for the Board's review. He noted that both Lift Station G and Centerline Drive Segment H1 are currently projected to be completed around the end of June, but are more likely to be completed sometime in

July.

Construction Supervisor – No report.

Landscape Supervisor – No report.

<u>Irrigation Supervisor</u> – Mr. Batten stated he has two updates. First, there will be a meeting with

the City tomorrow regarding the readings on the reclaimed water. Second, is that Toll Brothers stated they will put sleeves into their entrances so the

irrigation cable wiring can be repaired.

### FIFTEENTH ORDER OF BUSINESS

**Supervisor Requests** 

Mr. Adams stated there was a request by one of the builder partners for the District to look into adding a raised crosswalk on Pearson Ave. near the southernmost crosswalk heading toward Boggy Creek Rd. He noted as the traffic increases it gets busier in the area and lots of cars are going faster. There was brief discussion regarding the location, which was determined to be at Ballast Drive. Mr. Young stated he will raise this suggestion with the City.

SIXTEENTH ORDER OF BUSINESS	Adjournment
	y Mr. Adams, with all in favor, the May 20, 2025, Meeting of tho ommunity Development District was adjourned.
Secretary / Assistant Secretary	Chair / Vice Chair

### **EXHIBIT A**



407.644.4068 1950 Summit Park Drive, Suite 600 Orlando, FL 32810 www.dwma.com

### **MEMORANDUM**

DATE: May 20, 2025

TO: Poitras East Community Development District

**Board of Supervisors** 

FROM: McIntosh Associates, an LJA company

District Engineer

RE: Construction Contract Status

Dear Board Members,

Please accept this correspondence as a current summary of our construction contract status. Listed below by project is a brief summary of recent contract activity.

### <u>Lift Station G - Jr. Davis Construction Company</u>

**Construction Status:** Force main as-built drawings were received on 5/12/25, and record drawings are in process; anticipate submitting to OCU by 5/23/25. Lift station startup is currently targeted for mid-June.

Change Order (C.O.) Status: None.

Recommended Motion: None.

### Centerline Drive Segment H1 – Jr. Davis Construction Company

**Construction Status:** Roadway base and curb and gutter have been installed. Roundabout concrete paving, retaining wall, drainage system, and pavers are planned to commence in early-June. Asphalt paving is anticipated to be completed by late-June.

Change Order (C.O.) Status: None

Recommended Motion: None

Should there be any questions, please do not hesitate to call.

Thank you.

c: Dan Young
Drew Dawson
Chris Wilson
Hudson Larson
Will Stafford
Tarek Fahmy

# Poitras East Community Development District Poitras East - Parcel N-2 - Lift Station G Change Order Log Jr. Davis Construction Company

c.o.#	Date	Description of Revision	Additional Days	Amount	Status		New Intract Amount ginal Contract Date	To Board	Approval Date	Notes
						\$	2,275,140.00			C. Dollar C. American
1	8/19/2024	Gravity Sewer Improvements and Landscape/Irrigation for Luminary Boulevard to serve adjacent Toll Brothers residential community.		\$ 143,802.80	Approved	\$	2,418,942.80	8/20/2024	8/20/2024	
2	8/19/2024	Two Fire Hydrant Assemblies that were added to the plans in response to City comments.		\$ 21,850.00	Approved	\$	2,440,792.80	8/20/2024	8/20/2024	
				1						
		Days to Substantial Completion	330	Poviced Co.	ntract Amount	•	2,440,792.80			
		Days to Contract Completion		Revised Col	is act Amount	Ψ	2,440,132.00			
		NOC Date	5/30/2024							
		Substantial Completion Date	4/25/2025							
		Contract Completion Date	5/25/2025							

# Poitras East Community Development District Centerline Drive Sement H-1 Change Order Log Jr. Davis Construction Company

C.O.#	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date		To Board	Approval Date	Notes
		Society Company	180			\$	3,277,952.23			
1	10/22/2024	Revised Plans Not Included in Original Contract and Comparison	30	\$ 80,714.03		\$	3,358,666.26	11/19/2024	11/19/2024	
2	1/15/2025	Landscape & Irrigation	0	\$ 369,461.00		\$	3,728,127.26	1/21/2025	3/10/2025	
		Days to Substantial Completion  Days to Contract Completion		Revised Con	tract Amount	. 5	3,728,127.26			
		NOC Date								
		Substantial Completion Date								
		Contract Completion Date								



Responses to RFP for Underwriting Services for Special Assessment Revenue and Refunding Bonds, Series 2025

### Request for Proposals Summary - Organized Alphabetically

Proposal Re	quirements		FMS	Jefferies	MBS	
Contact Info	rmation		Jon Kessler Executive Director 20660 W. Dixie Highway North Miami Beach, Florida 33180 305-692-4124 jkessler@fmsbonds.com	Mike Baldwin Senior Vice President 200 S Orange Ave, Suite 1440 Orlando, Florida 32801 407-583-0874 michael.baldwin@jefferies.com	Brett Sealy Managing Partner 152 Lincoln Avenue Winter Park, Florida 32789 407-808-0685 brett@mbscapitalmarkets.com	
Credentials	2D. Special Assessment Transaction Experience Since 2022 (unless specified)	2022 2023 2024	504 total transactions (\$5.66 billion); does not specify which are Special Assessment transactions	22 Special District transactions (\$1.6 billion), 11 of which are Special Assessment transactions (\$588 million)	145 Special Assessment transactions (\$1.81 billion)	
1. Cred	Additional Informati	on	Detailed transaction list is provided	Has served as underwriter for 3 issuances for Boggy Creek ID, 1 for Greenaway ID & 1 for Myrtle Creek ID  Detailed transaction list is provided	Served as sole manager for 2 issuances at Sunridge & 1 issuance for Poitras East (inaugural issuance) Detailed transaction list is provided	
	Proposed Structur	e	4 term bonds	4 term bonds	4 term bonds	
	-	Term 2030	2030 + 140 bps	2030 + 137 bps	2030 + 140 bps	
		Term 2035	2035 + 140 bps	2035 + 131 bps	2035 + 139 bps	
	Terms/Spreads Term 2045 Term 2045 Reserve Fund  Call Provisions Potential Investors		2045 + 140 bps	2045 + 131 bps	2045 + 135 bps	
			2055 + 140 bps	2055 + 126 bps	2055 + 137 bps	
			50% MADS at issuance 25% MADS at development completion/platting 10% MADS once homes receive cert. of occupancy	50% MADS at issuance 10% MADS upon achieving 98% buildout	25% MADS at issuance 10% MADS once certain development thresholds are met	
Plan			Does not specify	Recommends exploring 8-year par call to match the District's existing \$19.6 million Series 2023 Bonds callable on 5/1/2033; has experience with 5-year call options beginning at 103% premium and declining to par at year 8  Detailed transaction list is provided		
			Nuveen, Goldman Sachs AM, First Eagle, Franklin Funds, First Trust, PIMCO, Invesco, Blackrock & MacKay Shields	- Generated orders from 55 investors (including 20 new investors) totaling \$2.5 billion for Village CDD No. 15, Series 2024 & order from 52 investors totaling \$1.5 billion for Sumter Landing CDD, Series 2025  Blackrock, Franklin, Nuveen, Clearwater Capital, Olive Street, SIT investments, GSAM, Lord Abbett, Invesco, T. Rowe Price, Fidelity, JPM AM, First Eagle, MacKay Shields, Amundi Pioneer, Manulife, Vanguard, PIMCO, Columbia, All spring, Putnam, Alliance Bernstein, MFS, Belle Haven, CapRe & Neuberger Berman	Has developed an alternate lender base primarily consisting of family offices, private funds, and ultra high net-worth individuals in addition to high-yield institutional investors;  Nuveen, Goldman Sachs AM, Franklin, Blackrock, Lord Abbett, Alliance Bernstein, Allspring, Putnam, PIMCO, First Eagle, MFS, SIT Investors, Capital Group, T. Rowe Price, Federated Investors, First Trust, MacKay Shields, Prudential, Eaton Vance, Invesco	
	Underwriter's Discount (witho	out Counsel)	\$15.00	\$10.59	\$15.00	
Fees	Underwriter's Discount (with	h Counsel)	\$18.21	\$13.88	\$18.50	
ы <u>Т</u>	Underwriter's Coun		Gray Robinson or Squire Patton Boggs	Nabors, Giblin & Nickerson	Nabors, Giblin & Nickerson	
	Underwriter's Couns	sei	\$35,000	\$35,000	\$35,000	
4. Additional Information		4. Additional Information  FMS is willing to provide a firm commitment to underwrite the bonds  at a spread of BVAL + 140		- References for Tavistock, The Villages, Babcock Ranch, MDC Holdings, Cabot & Celebration Pointe are provided - Ability to underwrite \$14.1 billion without pre-sale orders - Has traded over \$14 billion across Florida issuers & \$391 billion nationally since 2020	Specifics to the District's Inaugural 2023 Financing: - Evaluated contractual assessment cap limitations/contributions - Successful BAN renegotiation/amendment with the bank, reducing facility from a \$25 million line to \$13 million line - Elimination of CAPI thru shortfall funding agreement - DSRF structured at 50% MADS with a reduction down to 10% once thresholds are met	

Prepared by: PFM Financial Advisors LLC

June 17, 2025

Proposal Re	quirements		Truist	Wells Fargo	Ziegler	
Contact Information			Meg Boyles Director 3333 Peachtree Rd. Atlanta, Georgia 30305 404-210-4946 meg.boyles@truist.com	Tom Wynne Executive Director 100 S Ashely Dr, 10th Floor Tampa, Florida 33602	John Balzano Senior Vice President One North Wacker, Suite 2000 Chicago, Illinois 60606 312-596-1567 jbalzano@ziegler.com	
	2D. Special Assessment 2022 Transaction Experience 2022			14 (\$348.7 million)	-	
<u>s</u>			-	2 (\$33.5 million)	-	
entia	(unless specified)	2024		13 (\$1.07 billion)	1 (\$4.6 million)	
1. Credentials	Additional Informati	ion	New to special assessment transactions	Detailed transaction list for land secured deals included	-	
	Proposed Structur	re	3 term bonds	4 term bonds	3 term bonds	
		Term 2030	-	2030 + 149 bps	-	
	Terms/Spreads  Term 2035  Term 2045  Term 2055  Reserve Fund  Call Provisions  Potential Investors		2035 + 153 bps	2035 + 149 bps	2035 + 94 bps	
			2045 + 162 bps	2045 + 158 bps	2045 + 100 bps	
			2055 + 157 bps	2055 + 151 bps	2055 + 99.5 bps	
			50% of MADS	50% of MADS; with releases as the project matures	50% of MADS that steps down to 10% after substantial absorption	
Plan of			Does not specify	10 year par call	10 year par call or shorter	
			Goldman Sachs, Nuveen, Capital Group, Invesco, Frankin Resources, Blackrock, Freedom Fund Management, Vanguard, First Eagle, Betashares, Olive Street, PIMCO, Alliance Bernstein, Grace Partners, T. Rowe Price, Clearwater Management, SIT Investment;  Also has relationships with hedge funds, infrastructure funds, private credit providers and international buyers interested in US municipal investment	Goldman Sachs AM, Invesco, First Eagle, Betashares, Allianz SE, Blackrock, Franklin, Clearwater Management, Nuveen, Olive Street, SIT Investment Associates	Betashares Capital, Blackrock, Capital Group, Clearwater Management, Franklin Resources, Goldman Sachs, Invesco, Olive Street Investment, SIT Investment Associates, T Rowe Price Group, Nuveen	
	Underwriter's Discount (witho	out Counsel)	\$15.00	\$10.29	\$10.95	
Fees	Underwriter's Discount (with	h Counsel)	\$18.50	\$14.29	\$16.59	
ب ج	Underwriter's Coun:	o o l	Nabors, Giblin & Nickerson	Nabors, Giblin & Nickerson	Squire Patton Boggs	
	Underwriter's Count	əci	Consistent with 2023 Transaction	\$40,000	\$60,000	
4. Additional Information		Special assessment transactions are a new part of the firm's business. Tax Revenue bonds are a fast growing segment, guided by		- Total equity of \$166.2 billion - Distribution Network sales force: (13 institutional, 56 middle market, 11,500 retail) - 4 person high-yield trading team	References for Olympus CDD (Series 2024) & Hollywood Beach CDD (Series 2020)	

Prepared by: PFM Financial Advisors LLC June 17, 2025



OUC Electrical Utility Easement Agreement for Laureate Park N2 Phase 1 (Alley Tracts)



Prepared By and Return To Wayne Morris, Esquire Property and Right of Way, Orlando Utilities Commission P.O. Box 3193 Orlando, Florida 32802

### ORLANDO UTILITIES COMMISSION ELECTRICAL UTILITY EASEMENT AGREEMENT

(Work Order # 787337)

THIS ELECTRICAL UTILITY EASEMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2025, by and among POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (referred to herein as the "GRANTOR"), and the ORLANDO UTILITIES COMMISSION, of the City of Orlando, Florida, whose address is 100 West Anderson Street, Orlando, Florida 32801 ("OUC"), and the CITY OF ORLANDO, a municipal corporation, whose address is 400 S. Orange Avenue, Orlando, Florida 32801 ("CITY"), for the use and benefit of OUC (the CITY and OUC shall hereinafter collectively be referred to as the "GRANTEE").

WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to the GRANTOR by the GRANTEE, the receipt whereof is hereby acknowledged, GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE, its respective successors, agents and assigns, a non-exclusive easement (the "Easement") in perpetuity for the purpose of providing, conveying, distributing, carrying or transmitting electric power (or other power) and communication services (such communication services being expressly limited to the internal communications of GRANTEE relating to the provision of electrical power, chilled water services or other power), together with the right, privilege and authority to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, and rebuild pipes, poles, wires, cables, mains, conduits, equipment and all other facilities, improvements and/or accessories necessary and/or desirable in connection therewith (all of said items being hereinafter collectively referred to as the "Facilities"), which Facilities will be underground (except for above-ground transformer(s), box(es), switchgear and necessary equipment, wires, cables, facilities and accessories) and located on, through, over, across and/or under the following specific non-exclusive easement area within their respective premises, situated in the County of Orange and State of Florida, to-wit:

See Legal Description of the easement area attached hereto as **Exhibit "A"** and incorporated herein by this reference (the "**Easement Area**").

GRANTOR hereby covenants that no buildings, structures or other obstructions or obstacles shall be located, constructed, excavated or created within the Easement Area, except that GRANTOR reserves and retains for itself, its successors and assigns: (i) the right to curb, pave, stripe, fence, hardscape and landscape (with or without irrigation) and install directional signs and/or project identification monument signs within its respective portion of the Easement Area (excluding portions of the Easement Area containing above-ground Facilities) all in a manner not inconsistent with the rights herein granted to the GRANTEE, and (ii) the right to utilize its respective portion of the Easement Area as parking area, pedestrian trails, walkways or otherwise in any manner not inconsistent with the rights herein granted to the GRANTEE, and GRANTOR covenants not to unreasonably interfere with the Facilities. If fences, landscaping (with or without irrigation), hardscaping, directional signs and/or project identification monument signs, pedestrian trails and/or walkways are located within the Easement Area, they shall be placed so as to allow reasonable access to the Facilities and provide a working space of at least twelve feet (12') on the opening side and three feet (3') on the other sides of any above-ground Facilities, and provide a working space of a five foot (5') radius around any manholes. With respect to the underground Facilities, the parties hereto acknowledge and agree that GRANTOR does hereby reserve for itself, its successors and assigns, the right to

curb, pave, stripe, fence, hardscape, landscape (with or without irrigation) and install directional signs and/or project identification monument signs within its respective portion of the Easement Area so long as such rights shall not unreasonably interfere with GRANTEE'S rights to access the Facilities.

The rights herein granted to the GRANTEE by the GRANTOR specifically include: (a) the right to cut, clear and remove from the Easement Area, any trees, limbs, undergrowth or other physical object which, in the reasonable judgment of the GRANTEE, may endanger or unreasonably interfere with the installation, use, operation or maintenance of the Facilities (provided, however, that GRANTEE agrees to commence and diligently pursue the replacement or restoration of any trees, undergrowth or other physical objects that do not endanger or unreasonably interfere with the installation, use, operation or maintenance of the Facilities or that are not inconsistent with the rights herein granted to the GRANTEE in accordance with the procedures outlined below within thirty (30) days after receiving written notice from the applicable GRANTOR); (b) the right to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, and rebuild the Facilities; (c) the reasonable right of ingress and egress to, over, across and under the Easement Area for the purpose of exercising the rights herein granted; (d) the right to do anything reasonably necessary, useful or convenient for the full enjoyment of the rights herein granted, subject to the terms and provisions hereof; and (e) the right to remove at any time any of said Facilities erected upon, under or over the Easement Area.

If this Easement shall be abandoned by GRANTEE or terminated in any manner, GRANTEE shall be allowed a reasonable period of time thereafter for the purpose of removing any of the Facilities supplied by GRANTEE and thereafter all rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to the applicable GRANTOR.

GRANTOR covenants that it is the owner in fee simple of the Easement Area in which the Facilities are or will be located, and that GRANTOR has the right to grant the approvals, privileges and Easement stated herein and further covenants quiet and peaceful possession, use and enjoyment of the rights herein granted subject to all matters of record and any claims caused by, through, or under GRANTOR but not otherwise.

To the extent allowable by law and subject to the limitations in Section 768.28 Florida Statutes (2025), OUC shall indemnify and hold GRANTOR harmless against any claim of liability or loss from personal injury or property damage to the extent arising out of any negligence of OUC, its servants, employees, or agents, excepting, however, such claims or damages caused by the acts of third parties.

To the extent allowable by law and subject to the limitations in Section 768.28 Florida Statutes (2025), GRANTOR shall indemnify and hold GRANTEE harmless against any claim of liability or loss from personal injury or property damage to the extent arising out of any negligence of such GRANTOR, its servants, employees, or agents, excepting, however, such claims or damages caused by the acts of third parties.

Notwithstanding anything to the contrary elsewhere in this Agreement, in no event shall any party hereto be liable to any other party for indirect, incidental, special or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.

The Facilities constructed by GRANTEE within the Easement Area shall be solely and exclusively for the purpose of providing electric power (or other power) and such communication services expressly limited to the internal communications of GRANTEE relating to the provision of electrical power, chilled water services or other power, and shall be installed, repaired, replaced, and maintained by GRANTEE, at GRANTEE'S sole cost and expense, so as to provide such service.

In the event that GRANTEE, its respective employees, agents, or contractors cause damage to the Easement Area or any improvements located on said property, or cause damage to other property or other improvements, in the exercise of the rights and obligations set forth herein, GRANTEE, at GRANTEE'S sole cost and expense, agrees to commence and then diligently pursue, so long as said damaged property or improvements were erected or installed in accordance with the provisions of this Agreement, the restoration of the same and the improvements so damaged to as nearly as practical the original condition and grade, including, without limitation, repair and replacement of any hardscaping, landscaping, plantings, ground cover, roadways, driveways, sidewalks, signs, parking areas, fences, walkways, and utility lines, within thirty (30) days after receiving written notice of the occurrence of any such damage, and GRANTEE shall allow no lien to

attach to the Easement Area, other property, or other improvements arising out of work performed by, for, or on behalf of GRANTEE. In the event that GRANTEE fails to commence and then diligently pursue any such restoration, repair, or replacement as required hereunder within said thirty (30) day period after receipt by GRANTEE of written notice from GRANTOR therefor, GRANTOR shall have the right, but not the obligation, to cause any such restoration, repair, or replacement and to thereafter obtain a reimbursement from GRANTEE, or its successors or assigns, within thirty (30) days after receipt of detailed invoices and bills for the reasonable third-party out-of-pocket costs incurred thereby, together with interest at the maximum allowable rate pursuant to and in accordance with the Local Government Prompt Payment Act (including but not limited to Sections 218.70 – 218.74, Florida Statutes). For purposes of this paragraph, third-party out-of-pocket costs shall be deemed to be reasonable if such costs are consistent with costs paid by GRANTEE in the ordinary course of business.

GRANTOR reserves the right, subject to GRANTEE'S consent, not to be unreasonably withheld, conditioned or delayed, to relocate or reconfigure that portion of the Easement Area lying within its property to a mutually agreeable location, provided that such GRANTOR pays all costs of any such relocation or reconfiguration of the Facilities and provides a new easement whereupon the parties agree that this Agreement shall be terminated or amended; provided, however, any new easement executed pursuant to this paragraph, shall otherwise contain the same terms and conditions provided hereunder.

GRANTOR covenants that the Facilities were located or will be located within its respective portion of the Easement Area. In the event that the GRANTOR, its contractors, sub-contractors or any of their respective employees installed the Facilities outside its portion of the Easement Area, the applicable GRANTOR, its successors, agents, or assigns, upon notification of such an event: (i) shall be responsible for all costs associated with the relocation or reconfiguration of the Facilities to the Easement Area or (ii) shall provide to the GRANTEE a new easement in the location where the Facilities exist whereupon the parties agree that this Agreement shall be amended accordingly; provided, however, any new easement executed pursuant to this paragraph shall otherwise contain the same terms and conditions provided hereunder.

By GRANTEE'S use of the Easement Area or exercise of any rights granted herein, GRANTEE agrees to comply with all the covenants, terms, provisions and conditions herein contained; provided further that all covenants, terms, provisions and conditions herein contained shall inure to and be binding upon the heirs and/or legal representatives, successors and assigns of the parties hereto, respectively, and are intended as and shall be covenants running with the land with respect to the Easement Area. 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, and costs of collection all as reasonably incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation 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. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by any party hereto. 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.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused these presents to be executed in its name effective as of the day and year first written above.

	"GRANTOR"
Signed, sealed and delivered in the presence of:	POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes,
Print Name:Address:	By: Name: Title:
Print Name:Address:	
STATE OF FLORIDA ) COUNTY OF ORANGE )	
notarization, this day of of POITRAS	edged before me by means of [_] physical presence or [_] online
special-purpose government established pursuant provided as identific	to Chapter 190, Florida Statutes, who is personally known to me or has ation (if left blank, then personally known to me).
	(Signature of Notary Public)
	(Typed name of Notary Public) Notary Public, State of Florida Commission No.:  My Commission Expires:
	wy Commission Expires.

## 

Print Name: Notary Public, State of Florida

5

### EXHIBIT "A"

### **EASEMENT AREA**

Tracts A-1, A-2, A-3, A-4, A-5, A-6, A-7 and A-8, LAUREATE PARK PARCEL N-2 PHASE 1, according to the plat thereof, as recorded in Plat Book 111, Pages 53 through 76, of the Public Records of Orange County, Florida

6



Operation and Maintenance Expenditures Paid in May 2025 in an amount totaling \$7,972.54

## 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 May 1, 2025 through May 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:	\$7,972.54							
Approval of Expenditures:								
Chairman								
Vice Chairman								
Assistant Secretary								

### AP Check Register (Current by Bank)

Check Dates: 5/1/2025 to 5/31/2025

heck No.	ate	tatus*	Vendor ID	Payee Name		Amount
BANK ID: O	M1705 - CITY	NATIONAL B	ANK			001-101-0000-00-01
1833		Р	CEPRA	Cepra Landscape		\$839.50
1834		Р	ORLSEN	Orlando Sentinel		\$219.50
1835		Р	KUTAK	Kutak Rock		\$252.50
1836		Р	PFMGC	PFM Group Consulting		\$3,208.33
1837		Р	TRUSTE	US Bank as Trustee for Poitras		\$107,379.24
1838		Р	USIC	USIC Locating Services		\$43.00
1839		Р	VGLOBA	VGlobalTech		\$135.00
					BANK OM1705 REGISTER TOTAL:	\$112,077.07
BANK ID: O	M-ACH - CITY	NATIONAL B	ANK - ACH & WIRES	5		001-101-0000-00-01
70021		M	OUC	Orlando Utilities Commission		\$3,274.71
					BANK OM-ACH REGISTER TOTAL:	\$3,274.71
					GRAND TOTAL :	\$115,351.78

4,697.83	Checks 1833-1836, 1838-1839
107,379.24	Debt Service Check 1837
3,274.71	PA 286 - OUC paid online
115,351.78	Total cash spent
7,972.54	O&M cash spent

<sup>\*</sup> Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void ( Void Date ); "A" - Application; "E" - EFT

<sup>\*\*</sup> Denotes broken check seq ence.

### May 2025 AP Remittance Report

BANK:	OM1705	CHECK:	1833	AMOUNT:	\$839.50	DATE:	05/05/25	VEND ID:	CEPRA	
Date	Invoice N	Number		Invoice Description	1				Discount Taken	<b>Amount Paid</b>
02/28/25	O-S7620			PA 284 - Feb. Lumir	nary A irrig				\$0.00	\$585.50
02/28/25	O-S7621			PA 284 - Feb. Pears	on irrigati				\$0.00	\$254.00
				TOTALS:					\$0.00	\$839.50
BANK:	OM1705	CHECK:	1834	AMOUNT:	\$219.50	DATE:	05/05/25	VEND ID:	ORLSEN	
Date	Invoice N	Number		Invoice Description	1				Discount Taken	<b>Amount Paid</b>
04/13/25	OSC1149	948294		PA 284 - Ad: 778247	76 ; CU80003				\$0.00	\$219.50
				TOTALS:					\$0.00	\$219.50
BANK:	OM1705	CHECK:	1835	AMOUNT:	\$252.50	DATE:	05/20/25	VEND ID:	KUTAK	
Date	Invoice N	Number		Invoice Description	1				Discount Taken	<b>Amount Paid</b>
04/30/25	3555898			PA 286 - Gen. legal	thru 03/31				\$0.00	\$252.50
				TOTALS:					\$0.00	\$252.50
BANK:	OM1705	CHECK:	1836	AMOUNT:	\$3,208.33	DATE:	05/20/25	VEND ID:	PFMGC	
Date	Invoice N	Number		Invoice Description	1				Discount Taken	<b>Amount Paid</b>
04/15/25	DM-04-20	025-50		PA 285 - DM fee: Ap	or. 2025				\$0.00	\$3,208.33
				TOTALS:					\$0.00	\$3,208.33
BANK:	OM1705	CHECK:	1837	AMOUNT:	\$107,379.24	DATE:	05/20/25	VEND ID:	TRUSTE	
Date	Invoice N	Number		Invoice Description	1				Discount Taken	<b>Amount Paid</b>
05/16/25	2025.05.1	15		S2023 FY25 DS (23	9115000) Dist				\$0.00	\$107,379.24
				TOTALS:					\$0.00	\$107,379.24
BANK:	OM1705	CHECK:	1838	AMOUNT:	\$43.00	DATE:	05/20/25	VEND ID:	USIC	
Date	Invoice N	Number		Invoice Description	1				Discount Taken	<b>Amount Paid</b>
03/29/25	725815			PA 285 - Additional	project ti				\$0.00	\$43.00
				TOTALS:					\$0.00	\$43.00
BANK:	OM1705	CHECK:	1839	AMOUNT:	\$135.00	DATE:	05/20/25	VEND ID:	VGLOBA	
Date	Invoice N	Number		Invoice Description	1				Discount Taken	<b>Amount Paid</b>
05/01/25	7272			PA 286 - May websi	te maint.				\$0.00	\$135.00
				TOTALS:					\$0.00	\$135.00
BANK:	OM-ACH	CHECK:	70021	AMOUNT:	\$3,274.71	DATE:	05/23/25	VEND ID:	OUC	
Date	Invoice N	Number		Invoice Description	1				Discount Taken	<b>Amount Paid</b>
05/06/25	10986-05	50625		PA 286 - OUC 2025	.05.06 Electr				\$0.00	\$203.43
05/06/25	10986-05	50625		PA 286 - OUC 2025	.05.06 Water				\$0.00	\$1,438.62
05/06/25	10986-05	50625		PA 286 - OUC 2025	.05.06 Street				\$0.00	\$1,627.23
05/06/25	10986-05	50625		PA 286 - OUC 2025	.05.06 Taxes				\$0.00	\$5.43



Requisition Nos. 2020-402 – 2020-407 Paid in May 2025 in an amount totaling \$323,858.69

### 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 May 1, 2025 through May 31, 2025. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
S2020-402	Donald W McIntosh Associates	\$25,780.70
S2020-403	Ferguson Waterworks	\$24,152.00
S2020-404	Jr. Davis Construction Co.	\$239,230.70
S2020-405	Boggy Creek Improvement District	\$47.65
S2020-406	Donald W McIntosh Associates	\$12,635.08
S2020-407	Orange County Utilities	\$22,012.56
	TOTAL	\$323,858.69

DATE: e	April 18, 2025 e	REQUISITION NO: e	402 e						
PAYEE: e	Donald W McIntosh Associates Inc	e AMOUNT DUE: e	\$25,780.70						
ADDRESS: e	1950 Summit Park Drive, 6th Floor e	FUND: e	Acquisition/Construction e						
	Orlando, FL 32810 e								
ITEM: e	ITEM: e •c Invoice 47159 foe Project 18124 (Poitras East CDD) Engineering Services Throughe 03/28/2025 - 1.350.00e								
		Invoice 47164 foe Project 23524 (Poitras East – Lift Station G Evaluation) Engineering Services Through 03/28/2025 – \$1,963.35							
	•e Invoice 47165 foe Project \$13,237.35	invoice 17100 local logest 20001 (Centerine Dilive Debitem 211) Imough 00/20/2020							
	•e Invoice 47166 foe Project <b>\$2,918.00</b> e								
	•e Invoice 47167 foe Project <b>\$6,312.00</b> e	24613 (Poitras East – Lift Statio	on D) Through 03/28/2025 -e						

The undersignee hereby certifies that obligations in the stated amount set forth above have been incurred be the District, e that each disbursement set forth above is a proper charge against the 2020 Acquisition ane Construction Account, referenced above, e that each disbursement set forte above was incurred in connection with the acquisition ane 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. e

The undersignee hereby further certifies that there has not been filed with oe served upon the District notice of any eien, right to hien, oe attachment upon, oe claim affecting the right to receive payment of, any of the monies payable to the Payee set forth e above, which has not been released oe will not be released simultaneously with the payment error, e

The undersign hereby further ceetifies that such equisition contains no item expresenting payment on account of any e retained percentage, which the District is at the date of such certificate entitled to extain.

It is hereby represented be the undersigned that the Board of the District has approve this requisition or has approved e the specific contract with respect to which disbursements pursuant to this requisition are due ane 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 erreby eequested. e

POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT e

CHAIRMAN or VICE CHAIRMAN e

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES e

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

BY:

DISTRICT/ENGINEER Jeffrey J. Newton, PE

DATE:	April 18,	2025	REQUISITION NO:	403
PAYEE:	Ferguson	Waterworks	AMOUNT DUE:0	\$24,152.00
ADDRESS:	POdBox	100286	FUND:	Acquisition/Construction
	Atlanta,	GA 30384-0286		
ITEM:	•0	Invoice 2128486 for Con	nstruction Materials Through 03/3	31/2025 - <b>&amp;1,736.00</b> o
	•0	Invoice 2151922 for Cor	nstruction Materials Through 04/	01/2025 <b>-\$5,084.00</b> o
	•0	Invoice 2151286 for Co	nstruction Materials Through 04/0	04/2025 - <b>\$17,332.00</b> o

Theomedraigneo hereby certifies that obligations nothe stated amount set forth above have been neurred by the Dostrict, that each isbursement set forth above so proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred inconnection 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 indersigned 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 owill not becreleased simultaneously with the payment ereof.

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In shereby represented by the undersigned that the Board of the District has approved this requisition or chas approved the specific contract with respect towhoch disbursements pursuant of the property of the property of the specific contract with respect towhoch disbursements pursuant of the property of the property

All nvoice(s) are on file with the D strict from theorendor of the property acquired or services rendered w respect to which sbursement schereby requested.

POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

3Y:\_\_\_\_\_

CHAIRMAN ordVICE CHAIRMANO

### DISTRICTENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

Theondersigne District Engineer hereby certifies that this sbursement sofor accost of theoProject and scoonsistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of o e Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, assured report shall ave been amended or modified as of theolate hereof.

BY:

DISTRICT HNGINEER Jeffrey J. Newton, PE

DATE: May 2, 2025 REOUISITION NO: 404 PAYEE: Jr. Davis Construction Co. AMOUNT DUE: \$239,230,70 ADDRES: 210 Hangar Roa FUND. Acquisition/Construction Kissimmee, FL 34741 ITEM: Invoice 130804 (Pay Application #7) for Project 2206 (Centerline Dr Seg H-1) Through 04/25/2025 - \$177,003.52 Invoice 130805 (Pay Application #9) for Project 2196 (Poitras East N-2 Lift

Station G) Through 04/25/2025 - \$62.227.18

The undersigne hereby certifies that obligations n the stated amount set forth above have been incurred by the D strict, that each disbursement set forth above s a proper charge against the 2020 Acquisition an Construction Account, referenced above, that each disbursement set forth above was incurred n connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, an as not previously been aid.

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

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

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

BY.

CHAIRMAN or VICE CHAIRMAN

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:

DISTRICT/ENGINEER

Jeffrey J. Newton, PF

Poitras East S2020 Reg 404: Jr. Davis Co structio Co., Inc.

May, 025

Page 1 of 1

DATE:	May 16, 2025	REQUISITION NO:	405
PAYEE:	Boggy Creek Improvement District	AMOUNT DUE:	\$47.65
ADDRESS:	c/o PFM Group Consulting	UND:	Acquisition/Construction
	3501 Quadrangle Boulevard, Ste. 270		
	Orlando, FL 32817		
ITEM:	Reimbursement for Construction-Rela	ted Legal Advertising, S	plit Between Boggy Creek,
	Greeneway, Myrtle Creek, Poitras Eas	t, and Midtown, Paid to	Orlando Sentinel Out of
	Boggy Creek Series 2013 Construction	n Funds Requisition 483	(Reference OSC115776059;
39	Ad: 7781810		

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

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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

RV.

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 portion the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY:

DISTRICT ENGINEER

Jeffrey J. Newton

5/19/25

DATE:	May 16, 2025	REQUISITION NO:	406					
PAYEE:	Donald W McIntosh Associates Inc	AMOUNT DUE:	\$12,635.08					
ADDRESS:	1950 Summit Park Drive, 6th Floor	FUND:	Acquisition/Construction					
	Orlando, FL 32810							
ITEM:	<ul> <li>Invoice 47280 for Project 181 04/25/2025 - \$1,716.05</li> <li>Invoice 47285 for Project 235.</li> </ul>		gineering Services Through					
	Services Through 04/25/2025		, 6					
	<ul> <li>Invoice 47286 for Project 23584 (Centerline Drive Segment HI) Through 04/25/2025 –</li> <li>\$5,676.30</li> </ul>							
	<ul> <li>Invoice 47287 for Project 246</li> <li>\$3,408.73</li> </ul>	13 (Poitras East – Lift Stat	ion D) Through 04/25/2025 –					

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

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POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

BY:

CHAIRMAN or VICE CHAIRMAN

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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 a characteristic transfer and the project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as a characteristic transfer and the project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as a characteristic transfer and the project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as a characteristic transfer and the project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as a characteristic transfer and the project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as a characteristic transfer and the project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as a characteristic transfer and the project with respect to which such as a characteristic transfer and the project with respect to the project w

BY:

DISTRICTUNGENEER

Jeffrey Newton

5/19/25

DATE: May 23, 2025 REQUISITION NO: 407

PAYEE: Orange County Utilities AMOUNT DUE: \$22,012.56

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

1950 Summit Park Drive, 6th Floor

Orlando, FL 32810

ITEM: • Permit 24-U-108 Plan Review Fee – \$318.00

• Permit 24-U-108 Inspection Fee – \$21,694.56

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

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

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

O.V. (/

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 05/22/25



Work Authorization/Proposed Services (if applicable)



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



May 2025 Financial Package

May 31, 2025

PFM Group Consulting LLC 3501 Quadrangle Boulevard Suite 270 Orlando, FL 32817-8329 (407) 723-5900



### Statement of Financial Position As of 5/31/2025

	(	General Fund	Debt Service Fund		Сар	Capital Projects Fund		Long-Term Debt Fund		Total
			Asse	<u>ets</u>						
Current Assets										
General Checking Account	\$	895,727.88							\$	895,727.88
Alleyway & Infrastructure Capital Res.		160,304.96								160,304.96
Assessments Receivable		75,873.49								75,873.49
Prepaid Expenses		3,240.90								3,240.90
Assessments Receivable			\$	212,944.25						212,944.25
Due From Other Funds				107,379.24						107,379.24
Series 2020 Debt Service Reserve				612,140.50						612,140.50
Series 2023 Debt Service Reserve				814,046.25						814,046.25
Series 2023 Revenue				407,929.67						407,929.67
Series 2023 Prepayment				322.50						322.50
Series 2023 Acquisition/Construction					\$	24,245.50				24,245.50
Total Current Assets	\$	1,135,147.23	\$	2,154,762.41	\$	24,245.50	\$	-	\$	3,314,155.14
<u>Investments</u>										
Amount Available in Debt Service Funds							\$	1,834,438.92	\$	1,834,438.92
Amount To Be Provided								21,970,561.08		21,970,561.08
Total Investments	\$	-	\$	-	\$	-	\$	23,805,000.00	\$	23,805,000.00
Total Assets	\$	1,135,147.23	\$	2,154,762.41	\$	24,245.50	\$	23,805,000.00	\$	27,119,155.14



### Statement of Financial Position As of 5/31/2025

	General Fund		D	ebt Service Fund	Ca <sub>l</sub>	pital Projects Fund	Long-Term Debt Fund		Total
		<u>Liabilitie</u>	s and	Net Assets					
Current Liabilities  Accounts Payable  Deferred Revenue  Deferred Revenue  Retainage Payable  Total Current Liabilities	\$	23,236.47 75,873.49 99,109.96	\$	212,944.25	\$	215,371.67 215,371.67	<del>-</del>	\$ 	23,236.47 75,873.49 212,944.25 215,371.67 527,425.88
Long Term Liabilities  Revenue Bonds Payable - Long-Term  Total Long Term Liabilities	\$	-	\$		\$		\$ 23,805,000.00 \$ 23,805,000.00		23,805,000.00
Total Liabilities	\$	99,109.96	\$	212,944.25	\$	215,371.67	\$ 23,805,000.00	\$ 2	24,332,425.88
Net Assets  Net Assets, Unrestricted  Net Assets - General Government  Current Year Net Assets - General Government	\$	(63,275.11) 751,124.39 348,187.99						\$	(63,275.11) 751,124.39 348,187.99
Net Assets, Unrestricted Current Year Net Assets, Unrestricted			\$	1,827,599.59 114,218.57					1,827,599.59 114,218.57
Net Assets, Unrestricted Current Year Net Assets, Unrestricted					\$	(330,737.53) 139,611.36			(330,737.53) 139,611.36
Total Net Assets	\$	1,036,037.27	\$	1,941,818.16	\$	(191,126.17)	\$ -	\$	2,786,729.26
Total Liabilities and Net Assets	\$	1,135,147.23	\$	2,154,762.41	\$	24,245.50	\$ 23,805,000.00	\$ 2	27,119,155.14



### Statement of Activities As of 5/31/2025

	General Fund	General Fund Debt Service Fund		Long-Term Debt Fund	Total
Revenues					
On-Roll Assessments	\$ 501,963.03				\$ 501,963.03
Off-Roll Assessments	144,620.05				144,620.05
On-Roll Assessments		\$ 1,408,794.31			1,408,794.31
Debt Proceeds		481,234.02			481,234.02
Other Income & Other Financing Sources			\$ 10,250.00		10,250.00
Debt Proceeds			3,247,019.45		3,247,019.45
Total Revenues	\$ 646,583.08	\$ 1,890,028.33	\$ 3,257,269.45	\$ -	\$ 5,793,880.86
<u>Expenses</u>					
Supervisor Fees	\$ 1,000.00				\$ 1,000.00
D&O Insurance	2,983.00				2,983.00
Trustee Services	13,514.21				13,514.21
Management	25,666.64				25,666.64
Engineering	7,131.12				7,131.12
Disclosure	2,500.00				2,500.00
District Counsel	9,952.35				9,952.35
Assessment Administration	7,500.00				7,500.00
Audit	7,200.00				7,200.00
Travel and Per Diem	17.96				17.96
Postage & Shipping	85.29				85.29
Legal Advertising	2,151.45				2,151.45
Web Site Maintenance	1,680.00				1,680.00
Holiday Decorations	750.00				750.00
Dues, Licenses, and Fees	175.00				175.00
Electric	1,643.42				1,643.42
Water Reclaimed	7,044.22				7,044.22
General Insurance	3,648.00				3,648.00
Property & Casualty	15,099.00				15,099.00
Irrigation Parts	28,869.50				28,869.50
Landscaping Maintenance & Material	122,143.28				122,143.28
Contingency	11,960.23				11,960.23
Pest Control	1,190.00				1,190.00
Entry and Wall Maintenance	750.00				750.00



## Statement of Activities As of 5/31/2025

	General Fund		Debt Service Fund		Capital Projects Fund		Long-Term Debt Fund		Total	
Streetlights	\$	11,375.83							\$	11,375.83
Liftstation Maintenance		5,747.80								5,747.80
Personnel Leasing Agreement		8,000.00								8,000.00
Principal Payments (Series 2023)			\$	430,000.00						430,000.00
Interest Payments (Series 2020)				182,973.82						182,973.82
Interest Payments (Series 2023)				1,200,337.50						1,200,337.50
Engineering					\$	168,938.45				168,938.45
District Counsel						5,596.50				5,596.50
Legal Advertising						344.04				344.04
Property & Casualty						10,360.00				10,360.00
Contingency						2,933,515.43				2,933,515.43
Total Expenses	\$	299,778.30	\$	1,813,311.32	\$	3,118,754.42	\$	-	\$	5,231,844.04
Other Revenues (Expenses) & Gains (Losses)										
Interest Income	\$	1,383.21							\$	1,383.21
Dividend Income			\$	37,501.56						37,501.56
Dividend Income					\$	1,096.33				1,096.33
Total Other Revenues (Expenses) & Gains (Losses)	\$	1,383.21	\$	37,501.56	\$	1,096.33	\$	-	\$	39,981.10
Change In Net Assets	\$	348,187.99	\$	114,218.57	\$	139,611.36	\$	-	\$	602,017.92
Net Assets At Beginning Of Year	\$	687,849.28	\$	1,827,599.59	\$	(330,737.53)	\$		\$	2,184,711.34
Net Assets At End Of Year	\$	1,036,037.27	\$	1,941,818.16	\$	(191,126.17)	\$	-	\$	2,786,729.26



## Budget to Actual For the Month Ending 5/31/2025

	YTD Actual YTD Budget YTD Variand		D Variance	FY 2025 Adopted Budget		Percentage Spent		
Revenues								
Assessments	\$	646,583.08	\$ 481,633.33	\$	164,949.75	\$	722,450.00	97.15%
Carryforward Revenue		55,311.40	55,311.40		-		82,967.10	66.67%
Net Revenues	\$	701,894.48	\$ 536,944.73	\$	164,949.75	\$	805,417.10	87.15%
General & Administrative Expenses								
Supervisor Fees	\$	1,000.00	\$ 4,800.00	\$	(3,800.00)	\$	7,200.00	13.89%
D&O Insurance		2,983.00	2,137.47		845.53		3,206.20	93.04%
Trustee Services		13,514.21	8,967.76		4,546.45		13,451.64	100.47%
Management		25,666.64	25,666.67		(0.03)		38,500.00	66.67%
Engineering		7,131.12	13,000.00		(5,868.88)		19,500.00	36.57%
Disclosure		2,500.00	3,333.33		(833.33)		5,000.00	50.00%
Property Appraiser		-	1,333.33		(1,333.33)		2,000.00	0.00%
District Counsel		9,952.35	20,000.00		(10,047.65)		30,000.00	33.17%
Assessment Administration		7,500.00	5,000.00		2,500.00		7,500.00	100.00%
Reamortization Schedules		-	166.67		(166.67)		250.00	0.00%
Audit		7,200.00	4,800.00		2,400.00		7,200.00	100.00%
Arbitrage Calculation		-	666.67		(666.67)		1,000.00	0.00%
Travel and Per Diem		17.96	200.00		(182.04)		300.00	5.99%
Telephone		-	16.67		(16.67)		25.00	0.00%
Postage & Shipping		85.29	333.33		(248.04)		500.00	17.06%
Copies		-	666.64		(666.64)		1,000.00	0.00%
Legal Advertising		2,151.45	5,000.00		(2,848.55)		7,500.00	28.69%
Bank Fees		-	120.00		(120.00)		180.00	0.00%
Miscellaneous		-	4,666.67		(4,666.67)		7,000.00	0.00%
Meeting Room		-	166.67		(166.67)		250.00	0.00%
Office Supplies		-	166.67		(166.67)		250.00	0.00%
Web Site Maintenance		1,680.00	2,000.00		(320.00)		3,000.00	56.00%
Holiday Decorations		750.00	2,000.00		(1,250.00)		3,000.00	25.00%
Dues, Licenses, and Fees		175.00	116.67		58.33		175.00	100.00%
Total General & Administrative Expenses	\$	82,307.02	\$ 105,325.22	\$	(23,018.20)	\$	157,987.84	52.10%



### Budget to Actual For the Month Ending 5/31/2025

	Υ	TD Actual	Y	TD Budget	Y	TD Variance	FY 2025 Adopted Budget	Percentage Spent
Field Operations								
Electric Utility Services								
Electric	\$	1,643.42	\$	3,333.33	\$	(1,689.91)	\$ 5,000.00	32.87%
Water-Sewer Combination Services								
Water Reclaimed		7,044.22		20,000.00		(12,955.78)	30,000.00	23.48%
Other Physical Environment								
General Insurance		3,648.00		2,613.57		1,034.43	3,920.35	93.05%
Property & Casualty Insurance		15,099.00		11,237.03		3,861.97	16,855.55	89.58%
Other Insurance		-		66.67		(66.67)	100.00	0.00%
Irrigation Repairs		28,869.50		30,000.00		(1,130.50)	45,000.00	64.15%
Landscaping Maintenance & Material		122,143.28		193,333.33		(71,190.05)	290,000.00	42.12%
Tree Trimming		-		13,333.33		(13,333.33)	20,000.00	0.00%
Flower & Plant Replacement		-		16,666.67		(16,666.67)	25,000.00	0.00%
Contingency		11,960.23		23,972.24		(12,012.01)	35,958.36	33.26%
Pest Control		1,190.00		396.67		793.33	595.00	
Road & Street Facilities								
Entry and Wall Maintenance		750.00		4,000.00		(3,250.00)	6,000.00	12.50%
Hardscape Maintenance		-		6,666.67		(6,666.67)	10,000.00	0.00%
Alleyway Maintenance		-		6,666.67		(6,666.67)	10,000.00	0.00%
Streetlights		11,375.83		27,666.67		(16,290.84)	41,500.00	27.41%
Accent Lighting		-		333.33		(333.33)	500.00	0.00%
Liftstation Maintenance		5,747.80		13,333.33		(7,585.53)	20,000.00	28.74%
Parks & Recreation						,		
Personnel Leasing Agreement - Administrator		4,000.00		12,000.00		(8,000.00)	18,000.00	22.22%
Personnel Leasing Agreement - Irrigation Specialist		4,000.00		12,000.00		(8,000.00)	18,000.00	22.22%
Reserves						,		
Infrastructure Capital Reserve		-		26,666.67		(26,666.67)	40,000.00	0.00%
Alleyway Reserve		-		10,000.00		(10,000.00)	15,000.00	0.00%
Total Field Operations Expenses	\$	217,471.28	\$	434,286.18	\$	(216,814.90)	\$ 651,429.26	33.38%
Total Expenses	\$	299,778.30	\$	539,611.40	\$	(239,833.10)	\$ 809,417.10	37.04%
Other Revenues (Expenses) & Gains (Losses)								
Interest Income	\$	1,383.21	\$	2,666.67	\$	(1,283.46)	\$ 4,000.00	
Total Other Revenues (Expenses) & Gains (Losses)	\$	1,383.21	\$	2,666.67	\$	(1,283.46)	\$ 4,000.00	
Net Income (Loss)	\$	403,499.39	\$	-	\$	403,499.39	\$ -	



### Poitras East CDD Cash Flow

E	Beg. Cash	FY24 Inflows	FY24 Outflows	FY25 Inflows	FY25 Outflows	End. Cash
9/1/2024	678,798.78	22,432.45	(144,707.41)	-	(21,730.00)	534,793.82
10/1/2024	534,793.82	-	(20,847.34)	6.73	(30,760.67)	483,192.54
11/1/2024	483,192.54	-	-	91,433.20	(91,927.51)	482,698.23
12/1/2024	482,698.23	-	-	444,655.41	(263,829.67)	663,523.97
1/1/2025	663,523.97	-	-	140,016.74	(153,663.30)	649,877.41
2/1/2025	649,877.41	-	-	901,427.65	(679,940.64)	871,364.42
3/1/2025	871,364.42	-	-	203,091.25	(207,352.53)	867,103.14
4/1/2025	867,103.14	-	-	135,176.55	(136,850.43)	865,429.26
5/1/2025	865,429.26	-	-	145,650.40	(115,351.78)	895,727.88
6/1/2025	895,727.88	-	-	-	(30,967.16)	864,760.72 as of 06/16/2025
	Totals	22,432.45	(165,554.75)	2,061,457.93	(1,732,373.69)	