

Postras East Community Development District

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

<http://poitrastcdd.com/>

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Postras East Community Development District ("District"), scheduled to be held at **4:00 p.m. on Tuesday, July 15, 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: pfmccd.webex.com Participant Code: 2531 126 0013#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the June 17, 2025, Board of Supervisors' Meeting**
(provided under separate cover)

Financing Matters

- 2. **Consideration of Underwriting Engagement Letter with Jeffries**
- 3. **Presentation of Second Amended and Restated Engineer's Report** *(provided under separate cover)*
- 4. **Presentation of Preliminary Second Supplemental Assessment Methodology Report** *(provided under separate cover)*

Business Matters

- 5. **Consideration of Responses Received in Response to Request for Qualifications for Construction Services** *(provided under separate cover)*
 - a. **Construction Committee Recommendation**
- 6. **Consideration of Resolution 2025-08, Designating a Qualified Public Depository**
- 7. **Ratification of Promissory Note for Centerline Drive Segment H-2**
- 8. **Ratification of Operation and Maintenance Expenditures Paid in June 2025 in an amount totaling \$37,949.31** *(provided under separate cover)*
- 9. **Ratification of Requisition Nos. 2020-408 – 2020-410 Paid in June 2025 in an amount totaling \$332,898.58** *(provided under separate cover)*
- 10. **Recommendation of Work Authorization/Proposed Services** *(if applicable)*
- 11. **Review of District's Financial Position and Budget to Actual YTD** *(provided under separate cover)*

Other Business

- A. Staff Reports
 - 1. District Counsel



2. District Manager
 3. District Engineer
 4. Construction Supervisor
 5. Landscape Supervisor
 6. Irrigation Supervisor
- B. Supervisor Requests

Adjournment



Postras East Community Development District

**Minutes of the June 17, 2025,
Board of Supervisors' Meeting**
(provided under separate cover)



Postras East Community Development District

Underwriting Engagement Letter with Jeffries

July 15, 2025

Engagement Letter

Postras East Community Development District
611 Avalon Blvd
Orlando, FL 32827

Attention: Richard Levey, Chairman

Re: Financing Transaction

This agreement (this “Agreement”) will confirm the arrangements under which Jefferies LLC (“Jefferies”) has been engaged by Postras East Community Development District, a local unit of special-purpose government of the State of Florida, created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, by ordinance of City of Orlando, Florida, the District and its present and future affiliates and subsidiaries and any entity used thereby to facilitate the transaction contemplated hereby (collectively, the “District”), to act as set forth below in connection with a possible Transaction (as defined below).

1. Retention.

(a) The District hereby: (i) retains and authorizes Jefferies, during the term of this engagement, to act as senior managing underwriter in connection with its sale of Special Assessment Revenue Bonds, Series 2025 (the “Series 2025 Bonds”) in an approximate par amount of \$10,000,000 (the “Transaction”); and (ii) expects that Jefferies will provide advice to the District on the structure, timing, terms, and other matters concerning the Series 2025 Bonds.

(b) In connection with the Transaction, the District shall enter into such underwriting agreement, with Jefferies as Jefferies deems necessary and as acceptable to the District, which agreement will be based on Jefferies’ customary form for the applicable Transaction (a “Bond Purchase Agreement”). It is understood and agreed that the District’s engagement of Jefferies pursuant to this Agreement is not an express or implied commitment by, nor shall this Agreement otherwise create any obligation on, Jefferies to underwrite, place or purchase any Bonds or otherwise provide or arrange any financing, and that any such obligation shall only exist as set forth in, and subject to the provisions of, such negotiated Bond Purchase Agreement.

2. Compensation and Expenses. The underwriting fee for our services for the Transaction will not exceed 1.50% of the par amount of the Series 2025 Bonds and will be specified in the Bond Purchase Agreement. In addition, the allocation of expenses with respect to the Transaction will be specified in the Bond Purchase Agreement.

Jefferies

3. Disclaimer. (a) In connection with any Transaction involving the offer and sale by the District of any securities, (i) such sale, including the determination of the price of such securities, shall be an arm's-length commercial transaction between the District and the other parties to a Transaction (including Jefferies in the event that it acts as an underwriter or initial purchaser), (ii) Jefferies will not be the agent or fiduciary of the District or its securityholders, affiliates, creditors, employees or any other party, (iii) Jefferies shall not assume fiduciary responsibility in favor of the District (irrespective of whether Jefferies has advised or is currently advising the District on other matters) and Jefferies shall have no obligation to the District with respect to any Transaction except as may be set forth herein or in a Definitive Agreement (as applicable), and (iv) the District agrees that it will not hold Jefferies liable or responsible in the event that a Transaction is not successfully consummated, including but not limited to, as a result of an adverse change in the financial or securities markets, insufficient demand for instruments similar to the Instruments or lack of interest by investors in the Transaction.

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Florida.

5. Notices. Notice required to be given in writing pursuant to any of the provisions of this Agreement shall be mailed or delivered (a) if to the District, at the address set forth above, and (b) if to Jefferies, at 520 Madison Avenue, New York, New York 10022, Attention: General Counsel.

6. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by each party hereto. This Agreement may not be assigned by either party hereto without the prior written consent of the other, to be given in the sole discretion of the party from whom such consent is being requested. This Agreement is binding upon and inures to the benefit of each party's permitted successors and permitted assigns.

Jefferies

Please sign below and return to Jefferies to indicate your acceptance of the terms set forth herein, and once executed by each of Jefferies and the District, this Agreement shall constitute a binding agreement between the District and Jefferies as of the date first written above.

Sincerely,

JEFFERIES LLC



Name: Michael Baldwin

Title: Senior Vice President

Accepted and Agreed:

Poitras East Community Development District,

a local unit of special-purpose government of the State of Florida

On behalf of its present and future affiliates and subsidiaries and any entity used thereby to facilitate the transactions contemplated hereby

Name: Richard Levey

Title: Chairman



Postras East Community Development District

Second Amended and Restated Engineer's Report
(provided under separate cover)



Postras East Community Development District

**Preliminary Second Supplemental Assessment
Methodology Report**
(provided under separate cover)



Postras East Community Development District

**Responses Received in Response to Request for
Qualifications for Construction Services**
(provided under separate cover)



Poitras East Community Development District

**Resolution 2025-08,
Designating a Qualified Public Depository**

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors (“**Board**”) is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

WHEREAS, the Board desires to designate a public depository for the District funds.

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

1. DESIGNATION OF PUBLIC DEPOSITORY. _____ is hereby designated as the public depository for District funds. In accordance with Section 280.17(4), *Florida Statutes*, the District’s Secretary is directed to furnish to the State Treasurer prior to the deposit of any public funds, the District’s official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts. The District’s Treasurer, upon assuming responsibility for handling the District funds, is directed to furnish to the State Treasurer annually the information required in accordance with Section 280.17(3), *Florida Statutes*.

2. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of July 2025.

ATTEST:

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors



Postras East Community Development District

Promissory Note for Centerline Drive Segment H-2

**POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
PROMISSORY NOTE
(CENTERLINE DRIVE SEGMENT H-2)**

Owner: TDCP, LLC

Principal Amount: \$170,000.00

Date: July 1, 2025

Interest Rate: 0.00%

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**District**”), for value received, hereby promises to pay to the Owner set forth above, or its successors or assigns, the principal and interest as shown above, in a single installment, or multiple installments as may be designated by the Owner, which will be due and payable when and if the District, in its sole discretion, issues a future series of bonds or other indebtedness (the “**Pledged Revenues**”) the proceeds of which are legally available for the payment of such principal and interest under the terms of the indenture, loan agreement and other agreements applicable to the District’s receipt of such Pledged Revenues; provided however, that such payment is contingent upon a determination by the District’s bond counsel that the acquisition is properly compensable from the proceeds of the Pledged Revenues. This Note is given to finance the purchase price for certain real property as more particularly described in the *Acquisition and Advanced Funding Agreement* dated September 10, 2020, by and between the District and TDCP, LLC, and pursuant to section 6 of such agreement. The District is under no obligation to ensure the availability of such Pledged Revenues at any time and the Owner shall have no right to compel the District to pay such principal or interest from any other source of funds.

This Note is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, *Florida Statutes*. This Note is issued with the intent that the laws of the State of Florida shall govern its construction.

This Note shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida. This Note may be assigned by Owner without the consent of the District or any party.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Note have happened, exist and have been performed as so required.

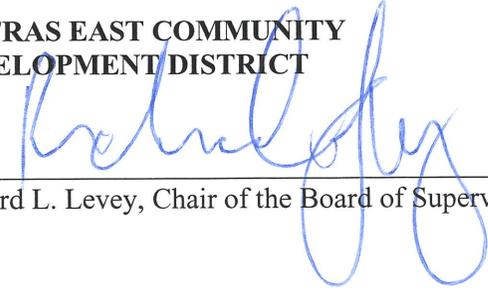
In the event a condition of default occurs under this Note, then in such event, this Note and all sums due hereunder shall thereafter without any further notice or action by the Owner bear interest at the highest lawful rate of interest per annum permitted under the laws of the State of Florida from the date of such default. Notwithstanding any term, condition, obligation or provision herein to the contrary, it is the express intent of the Owner that no interest, consideration or charge in excess of that permitted in the State of Florida may be accrued, charged or taken or become payable hereunder. In the event it is hereafter determined that the Owner has taken, charged or reserved interest in excess of that permitted under Florida law, whether due to prepayment, acceleration or otherwise, such excess shall be refunded to the District or credited against the sums due the Owner hereunder.

The District hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor, and expressly agrees jointly and severally to remain and continue bound for the payment of the principal and interest provided for by the terms of this Note, notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid under or by virtue of the obligation to pay provided for in the Note, or any change or changes by way of release or surrender or substitution of any real property and collateral or either, held as security for this Note, and the District waives all and every kind of notice of such extension or extensions change or changes, and agrees that the same may be made without the joinder of the District.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE DISTRICT, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST ON THIS NOTE.

IN WITNESS WHEREOF, the Poitras East Community Development District has caused this Note to bear the signature of its Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

**POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Richard L. Levey, Chair of the Board of Supervisors

Attest:

By: 
Jennifer L. Walden, Secretary



Poitras East Community Development District

**Operation and Maintenance Expenditures Paid in
June 2025 in an amount totaling \$37,949.31**
(provided under separate cover)



Postras East Community Development District

**Requisition Nos. 2020-408 – 2020-410 Paid in
June 2025 in an amount totaling \$332,898.85**
(provided under separate cover)



Postras East Community Development District

Work Authorizations/Proposed Services
(if applicable)



Postras East Community Development District

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