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, November 17, 2026, 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. **Swearing in Newly Elected Board Members**
2. **Consideration of the Minutes of the October 20, 2026, Board of Supervisors' Meeting**
3. **Consideration of Resolution 2027-01, Declaring Vacancies**
4. **Consideration of Resolution 2027-02, Election of Officers**

Business Matters

5. **Consideration of Assignment Agreement with LJA Engineering f/k/a McIntosh & Associates**
6. **Consideration of Tower Power Easement with OUC** *(provided under separate cover)*
7. **Consideration of Resolution 2027-03, Adopting an Amended Budget for Fiscal Year 2026**
8. **Consideration of Acquisition of Lift Station D Improvements and Real Property**
9. **Review and Acceptance of Fiscal Year 2026 Goals, Objectives, and Performance Measures and Standards Report**
10. **Ratification of Operation and Maintenance Expenditures Paid in October 2026 in an amount totaling $24,650.00**
11. **Recommendation of Work Authorizations/Proposed Services *(if applicable)***
12. **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

pfm

5. Landscape Supervisor – Monthly Landscape Report
6. Irrigation Supervisor

B. Supervisor Requests

Adjournment

Poitras East
Community Development District

Oath of Office

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE

I,_____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

_____
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2026, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Poitras East Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

_____
Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

Poitras East
Community Development District

Minutes of the October 20, 2026,
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, October 20, 2026, at 4:00 p.m. at 6900 Tavistock Lakes Blvd., Ste. 200, Orlando, FL 32827.

Present:

Brent Schademan	Assistant Secretary
Frank Paris	Assistant Secretary
Ron Domingue	Assistant Secretary

Also attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	(via phone)
Angeline Agoncillo	PFM	(via phone)
Blake Firth	PFM	(via phone)
Tucker Mackie	Kutak Rock	(via phone)
Carlos Negron	Berman	
Samantha Sharenow	Berman	(via phone)
Edgard Morales	Berman	
Pete Fussell	Berman	
Dan Young	Tavistock	
Will Stafford	Tavistock	

SECOND ORDER OF BUSINESS **Public Comment Period**

Ms. Walden called for public comments. She noted there were no members of the public present in person or on the phone line, and no public comments were received.

THIRD ORDER OF BUSINESS **Consideration of the Minutes of the August 18, 2026, Board of Supervisors' Meeting**

The Board reviewed the Minutes of the August 18, 2026, Board of Supervisors' Meeting.

On motion by Mr. Schademan, seconded by Mr. Domingue, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Minutes of the August 18, 2026, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS **Consideration of Assignment Agreement with LJA Engineering f/k/a McIntosh & Associates**

Ms. Walden noted this item needs to be continued to the next Board Meeting.

FIFTH ORDER OF BUSINESS **Review and Acceptance of Arbitrage Rebate Report for the Series 2023 Bonds**

Ms. Walden explained that the report notes that as of February 13, 2026, there has been no cumulative arbitrage rebate liability incurred.

> On motion by Mr. Paris, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Poitras East Community Development District accepted the Arbitrage Rebate Report for the Series 2023 Bonds.

SIXTH ORDER OF BUSINESS **Consideration of Arbitrage Rebate Proposal for Series 2023 Bonds from LLS Tax Solutions, Inc.**

Ms. Walden explained that the proposal is for the arbitrage rebate report for the next year in the amount of $500.00, which is the same cost as the previous report.

> On motion by Mr. Paris, seconded by Mr. Domingue, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Arbitrage Rebate Proposal for Series 2023 Bonds from LLS Tax Solutions, Inc.

SEVENTH ORDER OF BUSINESS **Ratification of Egis Insurance Package for FY 2027**

Ms. Walden explained that the Egis Insurance Package for FY 2027 was executed by the Chair outside of a meeting so that coverage would not lapse. She added that the total cost was $23,860.00, which was under the budgeted amount of $26,455.75.

> 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 Egis Insurance Package for FY 2027.

EIGHTH ORDER OF BUSINESS **Ratification of Operation and Maintenance Expenditures Paid in August 2026 in an amount totaling $29,379.79**

The Board reviewed O&M Expenditures paid in August 2026.

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 Operation and Maintenance Expenditures Paid in August 2026 in an amount totaling $29,379.79.

NINTH ORDER OF BUSINESS **Ratification of Operation and Maintenance Expenditures Paid in September 2026 in an amount totaling $103,030.19**

The Board reviewed O&M Expenditures paid in September 2026.

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 Operation and Maintenance Expenditures Paid in September 2026 in an amount totaling $103,030.19.

TENTH ORDER OF BUSINESS **Ratification of Series 2025 Requisition No. 16 Paid in August 2026 in an amount totaling $56.18**

The Board reviewed Series 2025 Requisition No. 16 paid in August 2026.

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 Series 2025 Requisition No. 16 Paid in August 2026 in an amount totaling $56.18.

ELEVENTH ORDER OF BUSINESS **Ratification of Series 2025 Requisition No. 17 Paid in September 2026 in an amount totaling $57.05**

The Board reviewed Series 2025 Requisition No. 17 paid in September 2026.

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 Series 2025 Requisition No. 17 Paid in September 2026 in an amount totaling $57.05.

TWELFTH ORDER OF BUSINESS **Recommendation of Work Authorization/Proposed Services**

Ms. Walden reviewed the Work Authorization from Berman in the amount of $1,250.00 for holiday decorations. She added that the scope includes installing the decorations, removing the decorations, and storing them until the following holiday season.

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 Work Authorization from Berman in the amount of $1,250.00 for holiday decorations.

THIRTEENTH ORDER OF BUSINESS **Review of District's Financial Position and Budget to Actual YTD**

Ms. Walden stated the financials are updated through September 30, 2026 (the end of Fiscal Year 2026). The District has spent approximately 67% of the adopted budget. No action is required.

FOURTEENTH ORDER OF BUSINESS **Staff Reports**

District Counsel – No report.

District Manager – Ms. Walden noted the next meeting is scheduled for November 17, 2026.

District Engineer – Not present.

Construction Supervisor – No report.

Landscape Supervisor – Mr. Fussell noted the monthly landscape report was included in the agenda and the vendor is completing services as required.

Irrigation Supervisor – No report.

FIFTEENTH ORDER OF BUSINESS **Supervisor Requests**

There were no Supervisor requests.

SIXTEENTH ORDER OF BUSINESS **Adjournment**

Ms. Walden requested a motion to adjourn.

On motion by Mr. Paris, seconded by Mr. Schademan, with all in favor, the October 20, 2026, Meeting of the Board of Supervisors for the Poitras East Community Development District was adjourned.

_____ _____

Secretary / Assistant Secretary Chair / Vice Chair

Poitras East
Community Development District

Resolution 2027-01,
Declaring Vacancies

RESOLUTION 2027-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT DECLARING VACANCIES IN CERTAIN SEATS ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), *FLORIDA STATUTES*; 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*; and

WHEREAS, on November 3, 2026, two (2) members of the Board of Supervisors (**"Board"**) were to be elected by the **"Qualified Electors"** of the District, as that term is defined in Section 190.003, *Florida Statutes*; and

WHEREAS, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

WHEREAS, at the close of the qualifying period there was one Qualified Elector who qualified to run for the two (2) seats available for election by the Qualified Electors of the District; and

WHEREAS, pursuant to Section 190.006(3)(b), *Florida Statutes*, the Board shall declare the one seat vacant, effective the second Tuesday following the general election; and

WHEREAS, Qualified Electors are to be appointed to the vacant seat within 90 days thereafter; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seat available for election as vacant.

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

1. DECLARATION OF VACANT BOARD SUPERVISOR SEATS. The following seat is hereby declared vacant effective as of November 17, 2026:

Seat #1 (currently held by Rob Adams)

2. INCUMBENT BOARD SUPERVISORS. Until such time as the Board nominates Qualified Electors to fill the vacancies declared in Section 1 above, the incumbent Board Supervisors of those respective seats shall remain in office.

3. 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.

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 17th day of November, 2026.

ATTEST:

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

_____
Print Name:_____

_____
Chairperson, Board of Supervisors

Poitras East
Community Development District

Resolution 2027-02,
Election of Officers

RESOLUTION 2027-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the **POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT** (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to elect the Officers of the District.

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

Section 1. _____ is elected Chair.

Section 2. _____ is elected Vice Chair.

Section 3. _____ is elected Secretary.

Section 4. _____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

Section 5. _____ is elected Treasurer.

Section 6. _____ is elected Assistant Treasurer.

_____ is elected Assistant Treasurer.

_____ is elected Assistant Treasurer.

_____ is elected Assistant Treasurer.

Section 7. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 17th DAY of November 2026.

ATTEST:

POITRAS EAST COMMUNITY DEVELOMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice-Chair

Poitras East
Community Development District

Assignment Agreement with LJA Engineering f/k/a McIntosh & Associates

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT BY AND AMONG POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, DONALD W. McINTOSH ASSOCIATES, INC., AND LJA, INC.

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT (this "**Assignment**") is made and entered into as of the ____ day of _____, 2026 (the "**Effective Date**"), by and among:

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

DONALD W. McINTOSH ASSOCIATES, INC., a Florida corporation, whose mailing address is 101 Southall Lane, Suite 100, Maitland, Florida 32751 ("**DWMA**" or "**Assignor**"), by and through **LJA, INC.**, as its successor by merger; and

LJA, INC., a Texas corporation registered to conduct business in the State of Florida as **LJA SERVICES, INC.**, whose local address is 1950 Summit Park Drive, Suite 600, Orlando, Florida 32810 ("**LJA**" or "**Assignee**").

The District, Assignor, and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and is authorized to plan, finance, construct, acquire, operate, and/or maintain improvements, facilities, and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms to provide professional engineering services to the District on a continuing basis, and the District's Board of Supervisors (the "**Board**") selected DWMA as the most qualified firm to provide such services; and

WHEREAS, the District and DWMA entered into that certain Agreement for Professional Engineering Services, dated November 20, 2018, as amended (together with all work authorizations issued and outstanding thereunder, the "**Agreement**"), under which DWMA serves as District Engineer; and

WHEREAS, LJA acquired DWMA as a wholly-owned subsidiary on or about August 24, 2023, and, effective as of June 27, 2026 (the "**Merger Effective Date**"), DWMA merged with and into LJA, with LJA being the surviving entity (the "**Merger**") and DWMA thereafter conducting business under the name LJA, Inc.; and

WHEREAS, as a result of the Merger, the personnel, assets, records, and engineering practice of DWMA, including the professional staff who provide services to the District, are now part of LJA; and

WHEREAS, Article 21 of the Agreement provides that neither party shall assign, sublet, or transfer any rights under or interest in the Agreement without the express written consent of the other party, and that any purported assignment without such consent is void; and

WHEREAS, Assignor and Assignee have requested that the District consent to the assignment of the Agreement to Assignee, and Assignee desires to assume all of Assignor's rights, duties, obligations, and liabilities under the Agreement; and

WHEREAS, the Board has determined that consenting to the assignment of the Agreement on the terms set forth herein is in the best interests of the District, will provide continuity of engineering services, and is consistent with the District's prior selection of DWMA.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals stated above are true and correct and are incorporated herein by reference as a material part of this Assignment.

2. **Assignment.** Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, title, interest, duties, obligations, and liabilities in, to, and under the Agreement, effective as of the Effective Date. To the extent any rights or obligations under the Agreement vested in Assignee by operation of law as of the Merger Effective Date, this Assignment confirms such vesting.

3. **Assumption.** Assignee hereby accepts the foregoing assignment and expressly assumes, and agrees to timely pay, perform, and discharge, all duties, obligations, and liabilities of Assignor under the Agreement, whether arising or accruing before, on, or after the Effective Date, including, without limitation, all obligations relating to (a) services performed by Assignor prior to the Merger Effective Date; (b) the standard of care, correction of errors, conflicts, and omissions, indemnification, and insurance; (c) the ownership and delivery of Work Product (as defined in the Agreement), plans, drawings, specifications, and certifications; and (d) the maintenance, retention, and production of books, records, and public records. Assignee shall be bound by all terms and conditions of the Agreement as though Assignee were the original contracting party.

4. **District Consent and Acknowledgment.** Subject to the terms and conditions of this Assignment, the District hereby consents to the assignment of the Agreement from Assignor to Assignee and acknowledges Assignee as the "Engineer" and District Engineer under the Agreement. The District's consent is expressly limited to the assignment described herein and shall not be deemed (a) a consent to any further assignment, subcontracting, or transfer of the Agreement, each of which shall remain subject to the District's prior written consent; (b) a waiver, release, or discharge of any claim, right, or remedy of the District arising under the Agreement or applicable law, whether known or unknown, including any claim relating to services performed before the Effective Date; (c) an acknowledgment by the District that Assignor is not in default

under the Agreement; or (d) an amendment of any term of the Agreement except as expressly provided in Section 6.

5. **Ratification of Interim Services.** The District ratifies the services rendered by Assignee under the Agreement from the Merger Effective Date through the Effective Date, provided that such services were rendered and invoiced in accordance with the terms of the Agreement and applicable work authorizations. Any payments made by the District to Assignor or Assignee for services under the Agreement prior to the Effective Date shall be credited against amounts owed under the Agreement, and Assignee shall not seek duplicate payment for any such services.

6. **Notice Address; No Other Amendment.** The notice provision of the Agreement is hereby amended to provide that notices to the Engineer shall be delivered to: LJA, Inc., 1950 Summit Park Drive, Suite 600, Orlando, Florida 32810, Attn: Robert A. Schanck, P.E. Except as expressly provided in this Section 6, the terms, conditions, compensation, and hourly rate schedule of the Agreement remain unchanged and in full force and effect. Any adjustment to compensation, rates, or staff classifications shall require a separate written amendment approved by the Board.

7. **Representations and Warranties of Assignor and Assignee.** Assignor and Assignee, jointly and severally, represent and warrant to the District, as of the Effective Date, that:

(a) the Merger was duly authorized and became effective as of the Merger Effective Date in accordance with applicable law, and Assignee is the surviving entity of the Merger and the successor to all rights and liabilities of Assignor;

(b) each of Assignor and Assignee has full power and authority to enter into and perform this Assignment, and the individuals executing this Assignment on their behalf are duly authorized to do so;

(c) Assignee is duly organized, validly existing, and in good standing under the laws of its state of organization, is authorized to transact business in the State of Florida, and holds all licenses, registrations, and certificates of authorization required to provide professional engineering services in the State of Florida, including under Chapter 471, Florida Statutes;

(d) Robert A. Schanck, P.E., or another Florida-licensed professional engineer acceptable to the District, will continue to serve as the District's primary engineering representative, and Assignee shall not change such representative without prior written notice to the District;

(e) to the knowledge of Assignor and Assignee, no event has occurred that constitutes, or with notice or the passage of time would constitute, a default by the Engineer under the Agreement, and there are no claims, demands, or disputes pending or threatened relating to the services performed under the Agreement, except as disclosed in writing to the District prior to the Effective Date; and

(f) all Work Product, records, and public records relating to the Agreement that were in Assignor's possession are in the possession or control of Assignee and will be maintained, retained, and made available to the District in accordance with the Agreement and Florida law.

8. **Insurance.** Within ten (10) days after the Effective Date, and as a condition to payment of any invoice submitted thereafter, Assignee shall deliver to the District certificates of insurance evidencing that Assignee maintains all insurance coverages required by the Agreement, issued in Assignee's name and naming the District and the District's officers, supervisors, agents, staff, and representatives as additional insureds to the extent required by the Agreement. Assignee shall ensure that professional liability coverage applicable to services performed by Assignor prior to the Merger Effective Date remains in effect, whether through continuation of prior acts coverage, tail coverage, or otherwise, for the period required by the Agreement or applicable law.

9. **Statutory Compliance.** Assignee shall comply with all statutory requirements applicable to the Agreement and, by its execution of this Assignment, makes each certification required of the Engineer under the Agreement as of the Effective Date. Without limiting the foregoing, Assignee: (a) shall comply with Section 448.095, *Florida Statutes*, including registration with and use of the E-Verify system, and represents that no public employer has terminated a contract with Assignee under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the Effective Date; (b) certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not on any list maintained pursuant to such section; (c) represents that it has not been placed on the convicted vendor list under Section 287.133, *Florida Statutes*; (d) shall comply with Section 20.055(5), *Florida Statutes*; (e) has executed and delivered to the District the affidavit required by Section 787.06(13), *Florida Statutes*; and (f) shall comply with Chapter 119, *Florida Statutes*, including Section 119.0701, *Florida Statutes*, with respect to all public records relating to the Agreement. IF ASSIGNEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE DISTRICT'S PUBLIC RECORDS CUSTODIAN, JENNIFER WALDEN, AT (407) 723-5900, RECORDREQUEST@PFM.COM, 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817.

10. **Indemnification.** To the fullest extent permitted by law, Assignee shall indemnify, defend, and hold harmless the District and its officers, supervisors, agents, staff, and representatives from and against any and all liabilities, damages, losses, and costs, including reasonable attorneys' fees, arising out of or relating to (a) any inaccuracy or breach of the representations and warranties in Section 7, or (b) any claim by Assignor, its former shareholders, creditors, or any other person relating to the Merger or the assignment of the Agreement. This Section is in addition to, and not in limitation of, the indemnification obligations of the Engineer under the Agreement.

11. **Sovereign Immunity.** Nothing in this Assignment shall be deemed a waiver of the District's sovereign immunity or of the limitations on liability set forth in Section 768.28, *Florida Statutes*, or other applicable law, and nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

12. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided, however, that neither Assignee nor any successor of Assignee may further assign, sublet, or transfer the Agreement or any interest therein, whether by merger, conversion, sale of assets, change of control, operation of law, or otherwise, without the prior written consent of the District, and any purported assignment in violation of this Section shall be void.

13. **No Third-Party Beneficiaries.** This Assignment is solely for the benefit of the Parties, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party, including any affiliate, shareholder, or creditor of Assignor or Assignee.

14. **Governing Law; Venue.** This Assignment shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising under this Assignment shall be in Orange County, Florida.

15. **Enforcement.** In the event any Party is required to enforce this Assignment by court proceedings or otherwise, the substantially prevailing party shall be entitled to recover from the non-prevailing party all costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs at all judicial levels.

16. **Conflict; Agreement in Full Force and Effect.** In the event of any conflict between the terms of this Assignment and the terms of the Agreement, the terms of this Assignment shall control. Except as expressly provided herein, the Agreement remains unmodified and in full force and effect, and the Agreement is hereby ratified and confirmed.

17. **Further Assurances.** Assignor and Assignee shall execute and deliver such further instruments, and take such further actions, as the District may reasonably request to evidence the Merger, the assignment, and the assumption contemplated hereby, including delivery of a copy of the certificate or articles of merger filed with the applicable state authorities.

18. **Severability; Amendments; Arm's Length.** The invalidity or unenforceability of any provision of this Assignment shall not affect the validity or enforceability of the remaining provisions. This Assignment may be amended only by a written instrument executed by all Parties. This Assignment reflects the negotiated agreement of the Parties, each represented by or having the opportunity to consult competent legal counsel, and shall be construed as if all Parties jointly prepared it.

19. **Counterparts; Electronic Signatures.** This Assignment may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, portable document format (PDF), or electronic signature in accordance with Chapter 668, *Florida Statutes*, shall be deemed original signatures for all purposes.

20. **Effectiveness.** This Assignment shall become effective upon the later of (a) approval by the Board and (b) execution by all Parties, and the Effective Date shall be the date first written above.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ATTEST:

_____
Secretary / Assistant Secretary
Print Name: _____

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson / Vice Chairperson,
Board of Supervisors
Print Name: _____
Date: _____

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

DONALD W. McINTOSH ASSOCIATES, INC., a Florida corporation

By: LJA, Inc., its successor by merger

By: _____
Name: Robert A. Schanck
Its: Representative
Date: _____

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

LJA, INC.,
a Texas corporation

By: _____
Name: Robert A. Schanck
Its: Senior Vice President
Date: _____

Poitras East
Community Development District

Tower Power Easement with OUC

(provided under separate cover)

Poitras East
Community Development District

Resolution 2027-03,
Adopting an Amended Budget for Fiscal Year 2026

RESOLUTION 2027-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2025/2026, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 19, 2025, the Board of Supervisors of Poitras East Community Development District ("**Board**"), adopted Resolution 2025-11 providing for the adoption of the District's Fiscal Year 2025/2026 annual budget ("**Budget**"); and

WHEREAS, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

WHEREAS, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2025-11 authorize the Board to amend the Budget during Fiscal Year 2025/2026 or within sixty (60) days following the end of the Fiscal Year 2025/2026; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations; and

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

1. BUDGET AMENDMENT.

a. The Board has reviewed the District Manager's proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of Sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2025/2026.

c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget for the Poitras East Community Development District for the fiscal year ending September 30, 2026, as amended and adopted by the Board of Supervisors effective November 17, 2026."

2. APPROPRIATIONS. There is hereby appropriated out of the revenues of Poitras East Community Development District, for the fiscal year beginning October 1, 2025, and ending September 30, 2026, the sums set forth in **Exhibit A**, to be raised by special assessments, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the amounts set forth in **Exhibit A**.

3. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2025-11, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2025-11 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

4. 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.

5. EFFECTIVE DATE. This Resolution shall take effect as of November 17, 2026.

Introduced, considered favorably, and adopted this 17th day of November 2026.

ATTEST:

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A
Amended Fiscal Year 2025/2026 Budget

Poitras East CDD

FY 2026 Proposed Revised O&M Budget

	Actual Through 9/30/2026	FY 2026 Adopted Budget	FY 2026 Proposed Revised Budget
Revenues			
On-Roll Assessments	$ 725,106.31	$ 722,450.00	$ 722,450.00
Carryforward Revenue	64,763.90	64,763.90	64,763.90
Net Revenues	**$ 789,870.21**	**$ 787,213.90**	**$ 787,213.90**
General & Administrative Expenses			
Supervisor Fees	$ 8,600.00	$ 12,000.00	$ 10,000.00
Directors' & Officers' (D&O) Insurance	3,162.00	3,430.45	3,162.00
Trustee Services	7,752.47	13,451.64	13,451.64
Management	38,500.00	38,500.00	38,500.00
Engineering	19,832.98	19,500.00	20,000.00
Disclosure	10,000.00	7,500.00	10,000.00
Property Appraiser	-	2,000.00	1,000.00
District Counsel	15,738.87	30,000.00	30,000.00
Assessment Administration	15,000.00	15,000.00	15,000.00
Reamortization Schedules	-	250.00	250.00
Audit	8,300.00	10,300.00	10,300.00
Arbitrage Calculation	-	1,000.00	1,000.00
Tax Preparation	25.68	26.40	26.40
Travel and Per Diem	17.96	300.00	300.00
Telephone	-	25.00	25.00
Postage & Shipping	105.94	750.00	750.00
Copies	-	1,250.00	1,250.00
Legal Advertising	5,589.31	7,500.00	7,500.00
Bank Fees	-	48.00	48.00
Miscellaneous	-	4,500.00	4,500.00
Meeting Room	-	250.00	250.00
Office Supplies	-	250.00	250.00
Web Site Maintenance	2,940.00	2,940.00	2,940.00
Holiday Decorations	2,950.00	1,250.00	2,950.00
Dues, Licenses, and Fees	175.00	175.00	175.00
Total General & Administrative Expenses	**$ 138,690.21**	**$ 172,196.49**	**$ 173,628.04**

Poitras East CDD

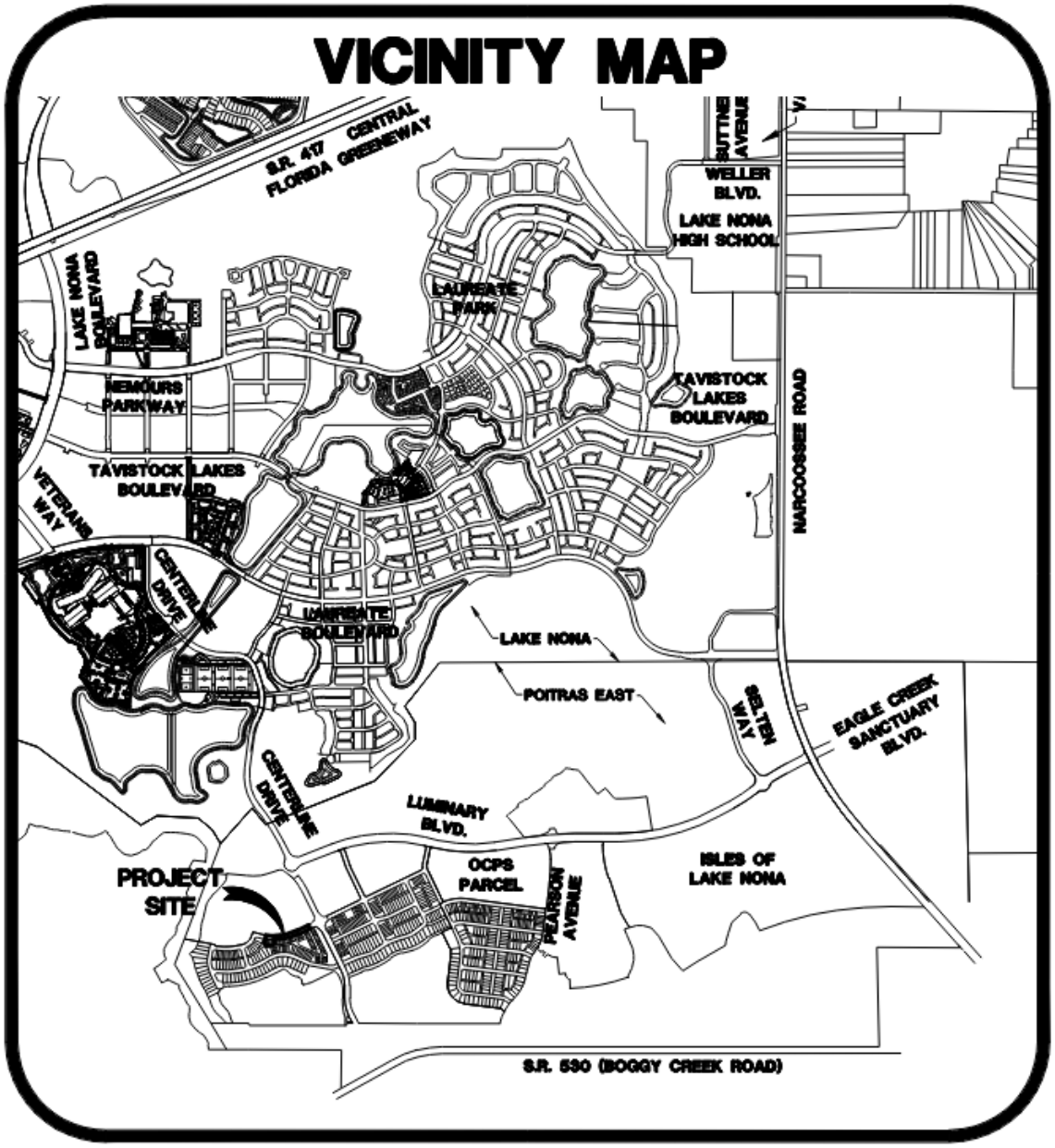
FY 2026 Proposed Revised O&M Budget

	Actual Through 9/30/2026	FY 2026 Adopted Budget	FY 2026 Proposed Revised Budget
Field Operations			
Electric Utility Services			
Electric	$ 3,206.57	$ 5,000.00	$ 5,000.00
Water-Sewer Combination Services			
Water Reclaimed	10,457.66	15,000.00	15,000.00
Other Physical Environment			
General Insurance	3,867.00	4,195.20	3,867.00
Property & Casualty Insurance	15,476.00	17,363.85	15,476.00
Other Insurance	500.00	1,500.00	500.00
Irrigation Repairs	31,308.13	51,000.00	51,000.00
Landscaping Maintenance & Material	226,203.96	290,000.00	290,000.00
Tree Trimming	-	20,000.00	10,000.00
Flower & Plant Replacement	16,890.00	25,000.00	25,000.00
Contingency	4,805.13	35,958.36	8,000.00
Pest Control	1,190.00	1,500.00	1,500.00
Road & Street Facilities			
Entry and Wall Maintenance	4,750.00	6,000.00	6,000.00
Hardscape Maintenance	-	10,000.00	10,000.00
Alleyway Maintenance	-	10,000.00	10,000.00
Streetlights	52,685.60	20,000.00	52,848.68
Accent Lighting	-	500.00	500.00
Liftstation Maintenance	21,894.18	15,000.00	21,894.18
Parks & Recreation			
Personnel Leasing Agreement - Administrator	6,000.00	18,000.00	18,000.00
Personnel Leasing Agreement - Irrigation Specialist	6,000.00	18,000.00	18,000.00
Reserves			
Infrastructure Capital Reserve	40,000.00	40,000.00	40,000.00
Alleyway Reserve	15,000.00	15,000.00	15,000.00
Total Field Operations Expenses	**$ 460,234.23**	**$ 619,017.41**	**$ 617,585.86**
Total Expenses	**$ 598,924.44**	**$ 791,213.90**	**$ 791,213.90**
Income (Loss) from Operations	**$ 190,945.77**	$ (4,000.00)	$ (4,000.00)
Other Income (Expense)			
Interest Income	$ 69,392.04	$ 4,000.00	$ 4,000.00
Total Other Income (Expense)	**$ 69,392.04**	**$ 4,000.00**	**$ 4,000.00**
Net Income (Loss)	**$ 260,337.81**	**$ -**	**$ -**

Poitras East
Community Development District

Acquisition of Lift Station D Improvements and Real Property

POITRAS EAST PARCEL N-1 LIFT STATION D
VICINITY MAP



SECTION 36, TOWNSHIP 24 S, RANGE 30 E
PROPERTY APPRAISER PARCEL ID # 31-24-31-0000-00-001

Poitras East
Community Development District

Fiscal Year 2026 Goals, Objectives, and Performance Measures and Standards Report

Poitras East CDD
Goals, Objectives and Annual Reporting Form

Performance Measures/Standards &
Annual Reporting Form

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.
Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.
Standard: A minimum of three board meetings were held during the Fiscal Year.
Achieved: Yes ✓ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.
Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.
Standard: 100% of meetings were advertised with 7 days notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).
Achieved: Yes ✓ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that public records are readily available and easily accessible to the public by completing monthly CDD website checks.
Measurement: Monthly website reviews will be completed to ensure public records are up to date as evidenced by District Management's records.
Standard: 100% of monthly website checks were completed by District Management.
Achieved: Yes ✓ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.
Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.
Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.
Achieved: Yes ✓ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ✓ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website. Publish approved budget amendments on the CDD's website within five days of Board approval.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ✓ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ✓ No ☐

Chair/Vice Chair:_____ Date:_____

Print Name:_____

District Manager:_____ Date:_____

Print Name:_____

Poitras East
Community Development District

Operation and Maintenance Expenditures Paid in October 2026 in an amount totaling $24,650.00

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 October 1, 2026 through October 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **$24,650.00**

Approval of Expenditures:

_____

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Poitras East CDD

AP Check Register (Current by Bank)

Check Dates: 10/1/2026 to 10/31/2026

Check No.	Date	Status*	Vendor ID	Payee Name		Amount
BANK ID: OM1705 - CITY NATIONAL BANK						**001-101-0000-00-01**
2059	10/19/26	P	EGIS	Egis Insurance Advisors		$23,860.00
2060	10/19/26	P	JRDAVI	Jr. Davis Construction Co.		$3,750.00
2061	10/19/26	P	LJA	LJA Engineering		$14,094.67
2062	10/19/26	P	VGLOBA	VGlobalTech		$590.00
					BANK OM1705 REGISTER TOTAL:	**$42,294.67**
BANK ID: OM-ACH - CITY NATIONAL BANK - ACH & WIRES						**001-101-0000-00-01**
70086	10/28/26	M	WRE	Wind River Environmental		$200.00
					BANK OM-ACH REGISTER TOTAL:	**$200.00**
					GRAND TOTAL :	**$42,494.67**

24,450.00	Checks 2059, 2062
3,750.00	FR 41 - Construction check 2060
14,094.67	FR 42 - Construction check 2061
200.00	PA 350 - Wind River Environmental paid online
42,494.67	Total cash spent
24,650.00	O&M cash spent

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

**** Denotes broken check sequence.**

Poitras East CDD

October 2026 AP Remittance Report

BANK:	OM1705	CHECK:	2059	AMOUNT:	$23,860.00	DATE:	10/19/26	VEND ID:	EGIS		
Date	**Invoice Number**			**Invoice Description**						**Discount Taken**	**Amount Paid**
09/30/26	35006			PA 351 - FY 2027 P&C insurance						$0.00	$15,804.00
09/30/26	35006			PA 351 - FY 2027 Crime insuran						$0.00	$500.00
09/30/26	35006			PA 351- FY 2027 GL insurance						$0.00	$4,157.00
09/30/26	35006			PA 351 - FY 2027 D&O insurance						$0.00	$3,399.00
								TOTALS:		**$0.00**	**$23,860.00**
BANK:	OM1705	CHECK:	2060	AMOUNT:	$3,750.00	DATE:	10/19/26	VEND ID:	JRDAVI		
Date	**Invoice Number**			**Invoice Description**						**Discount Taken**	**Amount Paid**
08/25/26	132004			FR 41 - Proj. 2206 - Centerlin						$0.00	$3,750.00
								TOTALS:		**$0.00**	**$3,750.00**
BANK:	OM1705	CHECK:	2061	AMOUNT:	$14,094.67	DATE:	10/19/26	VEND ID:	LJA		
Date	**Invoice Number**			**Invoice Description**						**Discount Taken**	**Amount Paid**
08/14/26	202637052			FR 42 - Centerline Drive Segme						$0.00	$2,655.00
08/14/26	202637053			FR 42 - Lift Station D eng. sr						$0.00	$3,356.97
08/14/26	202639602			FR 42 - Centerline Drive Segme						$0.00	$2,275.20
08/14/26	202639691			FR 42 - Luminary Boulevard Ext						$0.00	$5,050.00
08/14/26	202640708			FR 42 - Construction eng. srvs						$0.00	$757.50
								TOTALS:		**$0.00**	**$14,094.67**
BANK:	OM1705	CHECK:	2062	AMOUNT:	$590.00	DATE:	10/19/26	VEND ID:	VGLOBA		
Date	**Invoice Number**			**Invoice Description**						**Discount Taken**	**Amount Paid**
09/01/26	8854			PA 351 - Sept. website maint.						$0.00	$145.00
09/30/26	8947			PA 351 - Jul. - Sep. ADA audit						$0.00	$300.00
10/01/26	8993			PA 351 - Oct. website maint.						$0.00	$145.00
								TOTALS:		**$0.00**	**$590.00**
BANK:	OM-ACH	CHECK:	70086	AMOUNT:	$200.00	DATE:	10/28/26	VEND ID:	WRE		
Date	**Invoice Number**			**Invoice Description**						**Discount Taken**	**Amount Paid**
09/11/26	7494235			PA 350 - Lift station maint. o						$0.00	$200.00
								TOTALS:		**$0.00**	**$200.00**

Poitras East
Community Development District

Work Authorization/Proposed Services
(if applicable)

RECOMMENDATION FOR WORK AUTHORIZATION / PROPOSED SERVICES

DATE:
October 22nd, 2026

TO: Poitras East Community Development District

PROJECT NAME
Centerline Drive Segment H3 Additional Services
LJA

BY: Daniel J Young _____

Digitally signed by Daniel J Young
DN: C=US, E=dan.young@tavistock.com, O=Tavistock Development Company, CN=Daniel J Young
Date: 2026.10.22 14:13:24-04'00'

Dan Young, Chairman
Construction Committee

	DESCRIPTION	YES	NO
	Is work pursuant to an existing agreement?	X	
	Name of Agreement?		
	Project included in District Capital Improvement Plan?	X	
	Are services required contemplated in Capital Improvement Plan?	X	
	Is this a continuation of previously authorized work?	X	
	Proposal attached?	X	
	Form of Agreement Utilized? ***Proposal***		
	Amount of Services? ***$9,900***		
	Recommendation to Approve?	X	

CC: JENNIFER WALDEN, TUCKER MACKIE, ROBERT SCHANCK, LYNNE MULLINS

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

August 17, 2026

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

Re: Centerline Drive Segment H3 Additional Services
Osceola County, Florida
LJA Job No. 23586 (013-016)

LJA Engineering, Inc. ("LJA"), as successor by merger to Donald W. McIntosh Associates, Inc., is pleased to submit for your consideration this Additional Services Agreement to provide professional engineering services to Poitras East Community Development District ("CLIENT") for Centerline Drive Segment H3 Additional Services ("Project"). LJA agrees to provide the following Additional Services which supplements our work authorization for the referenced project dated July 12, 2023 ("Original Work Authorization").

PROJECT DESCRIPTION

This Proposal includes professional services related to CLIENT's southerly extension of Centerline Drive from the Orange County/Osceola County line ±300 feet to Boggy Creek Road in Osceola County, Florida.

SCOPE OF SERVICES

LJA agrees to provide the following Basic Services for the itemized fees and expenses set forth below, subject to this Proposal and its Attachments, which are incorporated herein by reference.

PART I – CIVIL ENGINEERING

A. CONSTRUCTION DRAWINGS – Update the Design, preparation, and submittal of construction drawings and technical specifications for the Project site for:
   - Stormwater management facilities;
   - Reclaimed water service for future connection and irrigation.

B. CONSTRUCTION PERMITTING – Preparation, submittal, and processing of the following permit applications through the appropriate regulatory agencies, including up to two (2) responses per permit to agency requests for additional information:
   - Toho Water Authority (Toho) construction permit application;
   - FDEP Permit applications/exemptions for water and wastewater;
   - South Florida Water Management District (SFWMD) permit application for a Modification to an existing Environmental Resource Permit (ERP).

   Permits not specifically listed above are not included in this scope of services.

C. ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS – Preparation of an estimate of probable construction costs for Project infrastructure construction for final engineering plan approval based on the pricing information contained in the contractor's sitework bid as provided to LJA by CLIENT.

D. FINAL ENGINEERING MEETINGS AND COORDINATION – Coordination with SFWMD staff, Toho staff, CLIENT's consultants, and CLIENT during the design phase of the Project and representation at up to four (4) meetings (in-person or virtual) or conference calls associated with final design and permitting of the Project. Meetings occurring on a more frequent basis or otherwise exceeding the number of meetings or allocated budget anticipated herein will be authorized under a separate agreement.

COMPENSATION SCHEDULE

Part I – Civil Engineering				
A.	013	Construction Drawings	Fixed	$1,100.00
B.	014	Construction Permitting	Fixed	6,800.00
C.	015	Engineer's Opinion of Probable Construction Costs	Fixed	600.00
D.	016	Final Engineering Meetings and Coordination	Fixed	1,400.00
		TOTAL		**$9,900.00**

CLIENT shall pay LJA for Services such fixed fees as are indicated above next to each specific item of Basic Services.

Progress payments shall be made based upon billings every four to five weeks, which shall be based upon the percentage of completion in each progress billing for fixed fees.

ADDITIONAL SERVICES

Compensation for any other Additional Services not listed herein will be billed on a time and materials basis in accordance with LJA Standard Rate Schedule or on a fixed fee basis agreed upon at the time the work is authorized.

REIMBURSABLE EXPENSES

In performance of the Scope of Services attached to the Project specific Proposal, the following types of expenses are not contemplated in the Total Proposal Fee. These are considered Reimbursable Expenses and LJA will be compensated for in accordance with the following:

1. Reproduction, shipping, out-of-town travel expenses, and other non-labor charges directly related to the Project will be billed at a multiplier of 1.0.
2. Vehicle mileage will be charged at the current IRS mileage rate per mile for all travel.

We are prepared to begin work on your Project as soon as we have received an executed copy of this Agreement (executed electronic scanned copies are acceptable).

We thank you for this opportunity and look forward to working with you on your project.

Sincerely,

LJA Engineering, Inc.

Tim VanWormer
Assistant Project Manager

John T. Townsend, PE
Vice President

TV/bd

ACCEPTANCE OF CONTRACT BY:

_____ _____
[Signature] [Date]

_____ _____
[Name and Title] [Company]

PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF LJA MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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RECOMMENDATION FOR WORK AUTHORIZATION / PROPOSED SERVICES

DATE:
October 22nd, 2026

TO: Poitras East Community Development District

PROJECT NAME
Centerline Drive Segment H3 Analysis - Amendment
Kittelson & Associates

BY: Daniel J Young _____

Digitally signed by Daniel J Young
DN: C=US, E=dan.young@tavistock.com, O=Tavistock Development Company, CN=Daniel J Young
Date: 2026.10.22 14:13:48-04'00'

Dan Young, Chairman
Construction Committee

	DESCRIPTION	YES	NO
	Is work pursuant to an existing agreement?	X	
	Name of Agreement?		
	Project included in District Capital Improvement Plan?	X	
	Are services required contemplated in Capital Improvement Plan?	X	
	Is this a continuation of previously authorized work?	X	
	Proposal attached?	X	
	Form of Agreement Utilized? ***Proposal***		
	Amount of Services? ***$9,900***		
	Recommendation to Approve?	X	

CC: JENNIFER WALDEN, TUCKER MACKIE, ROBERT SCHANCK, LYNNE MULLINS

KITTELSON & ASSOCIATES

August 18, 2026 Project #: 29435

Robert A. Schanck, PE
Poitras East Community Development District
12051 Corporate Boulevard
Orlando, Florida 32817

RE: Centerline Drive Segment H3 Analysis - Amendment

Dear Robert:

This letter formally requests your authorization of up to an additional $10,000 in fees for a signal warrant study associated with the Centerline Drive Segment H3 analysis. We are submitting this as an amendment to our existing Centerline Drive Segment H3 task. All work will be conducted on a lump sum basis.

Please review the attached amendment to the professional services agreement. If the agreement is satisfactory, please return both signed copies. One executed original will be returned for your records. If you have any comments or questions, please do not hesitate to call.

Sincerely,
KITTELSON & ASSOCIATES, INC.

Daniel Torre, PE
Senior Engineer

AUTHORIZATION FOR AMENDMENT TO PROFESSIONAL SERVICES

PROJECT #: *29435*

PROJECT NAME: *Centerline Drive Segment H3 Analysis*

PROJECT BUDGET: *As of August 18, 2026*

Project Phase	Task Authorization
Previous Authorized Budget (Tasks 1-4)	$15,500
Task 5 – Signal Warrant Analysis	$10,000
Total Authorized Budget	$25,500

AUTHORIZATION:

This amendment to professional services agreement, authorizes Kittelson & Associates, Inc. to perform services in addition to the original contract services described in **Part "A"** (See attached **Amendments to Part "A"**) and authorizes an increase in the **Current Authorized Budget** (shown above) to an amount not to exceed the **Total Authorized Budget** shown above. This contract extension is subject to all of the provisions described in **Part "B"** of the original contract.

Approved for:	Accepted for:
POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT	**KITTELSON & ASSOCIATES, INC.**
By _____	By _____
Title _____	Title _____
Date _____	Date _____

Project Manager: Daniel Torre, PE

AMENDMENTS TO EXHIBIT "A"
SCOPE OF WORK

Work specifically to be performed in addition to the original scope of work outlined in Exhibit "A" of the original contract consists of the following:

TASK 5 – SIGNAL WARRANT STUDY

Task 5.1 – Signal Warrant Analysis

Kittelson will prepare a formal signal warrant study for submittal to Osceola County. This study will include the following tasks:

- Collect the most recent five-years of available crash data within 300 feet of the Boggy Creek Road and Centerline Drive intersection.
- Evaluate the applicable warrants (warrants 1, 2, and 7) from the Manual on Uniform Traffic Control Devices, 11th Edition (MUTCD) for buildout of the Lake Nona PD.
- Estimate a target traffic volume threshold of when a signal will be warranted at this intersection.

Task 5.2 – Documentation and Meetings

The methodology and findings of the traffic signal warrant analyses will be documented in a DRAFT technical report, which will be submitted to the Client for review. Following Client review and resolution of any comments, Kittelson will submit the FINAL signal warrant study technical report to Osceola County.

Kittelson will prepare for and attend one meeting with Osceola County staff and one round of comments and responses for the technical report.

In the event that the Client's comments result in additional analyses above and beyond those noted in Task 5, then those out-of-scope analyses will be conducted as additional services.

Attachment A
Original Agreement

AGREEMENT FOR TRAFFIC ENGINEERING SERVICES

THIS AGREEMENT ("**Agreement**") is made and entered into this ___ day of _____ 2024, by and between:

Poitras East Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida, with a mailing address of 3501 Quadrangle Blvd., Suite 270, Orlando, Florida, 32817 ("**District**"); and

Kittelson & Associates, Inc., an Oregon corporation, with an address of 225 East Robinson Street, Suite 355, Orlando, Florida 32801 ("**Engineer**").

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance of the City Council for the City of Orlando, Florida; and

WHEREAS, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, the District desires Engineer to provide the District with certain traffic and roadway related engineering services ("**Project**"), as described in more detail in **Exhibit A** ("**Proposal**"); and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, it is mutually covenanted and agreed as follows:

1. RECITALS. The recitals set forth above are hereby incorporated into the terms of this Agreement.

2. SCOPE OF WORK. The Engineer will provide certain engineering services as described in the Proposal attached hereto.

3. REPRESENTATIONS. The Engineer hereby represents to the District that:

a. It has the experience and skill to perform the services required to be performed by this Agreement.
b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District,

provide certification of compliance with all registration and licensing requirements.

c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

4. COMPENSATION. As compensation for the services identified in **Exhibit A** and further described herein, District agrees to pay Engineer a sum not-to-exceed Fifteen Thousand Five Hundred Dollars **($15,500.00)**. Such Payment shall be due upon completion of the Project and submission of a final invoice as set forth herein. This Payment includes, but is not limited to, all permits, parts, materials and labor necessary to complete the Project as described herein. Engineer agrees to render a final invoice to the District, in writing, which shall be delivered or mailed to the District. The District shall pay the Engineer the Payment within twenty-five (25) business days of receipt of such an invoice. The Engineer shall maintain records conforming to usual accounting practices. If the District should desire additional work or services not provided in **Exhibit A**, the Engineer agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement. The Engineer shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. No additional services shall be provided by the Engineer unless done at the direction of the District.

5. TERM. The term of this Agreement will be from the time of execution of this Agreement by both parties until either (1) the Project is complete, or (2) such time as this Agreement is terminated pursuant to its terms.

6. OWNERSHIP & REUSE OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and paid for by the District and shall be considered work for hire.

The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project.

The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement

produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

7. INSURANCE. Subject to the provisions of this Article, the Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	$1,000,000/$2,000,000
Property Damage (including Contractual)	$1,000,000/$2,000,000
Automobile Liability Bodily Injury / Property Damage	Combined Single Limit $1,000,000
Professional Liability for Errors and Omissions	$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance for at least three years after the one year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

8. CONTINGENCY FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

9. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

10. INDEMNITY. The Engineer agrees to indemnify, defend and hold the District and its officers, supervisors, agents, staff, and representatives and any successors and assigns of the foregoing (together, "**Indemnitees**") harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and costs and all fees and costs of mediation or alternative dispute resolution, which may come against the Indemnitees to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by the Engineer or persons employed or utilized by Engineer in the course of any work done in connection with any of the matters set out in this Agreement.

11. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to section 768.28, *Florida Statutes*, or any other statute or law.

12. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Engineer shall: 1) keep and maintain public records required by the District to perform the services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer's possession or,

alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Engineer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Engineer acknowledges that the designated Public Records Custodian for the District is Jennifer Walden.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, recordrequest@pfm.com, OR 3501 QUADRANGLE BOULEVARD, SUITE 270, ORLANDO, FLORIDA 32817.

13. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

14. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

15. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

16. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

17. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Orange County, Florida.

18. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other, and any purported assignment without such written consent is void.

19. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

20. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

22. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

23. EXHIBITS. To the extent of any conflict between this Agreement and its **Exhibit A**, this Agreement shall control. Further, the "Terms and Conditions" referenced in the Proposal do not apply to this Agreement.

24. NOTICES. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

A. If to Engineer: Kittelson & Associates, Inc.
225 East Robinson Street, Suite 355
Orlando, Florida 32801
Attn: Daniel Torre, EI

B. If to District: Poitras East Community Development District
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

25. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Attest:

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

Assistant Secretary/Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

KITTELSON & ASSOCIATES, INC.

Witness

By: ADAM BURGHDOFF
Its: FL BUSINESS DEVELOPMENT LEADER

EXHIBIT A - Proposal dated February 12, 2024

EXHIBIT A

KITTELSON & ASSOCIATES
225 East Robinson Street, Suite 355
Orlando, FL 32801
P 407.540.0555 F 407.540.0550

February 12, 2024 Project #: 29435

Jeffrey J. Newton, PE
Poitras East Community Development District
12051 Corporate Boulevard
Orlando, Florida 32817

RE: Centerline Drive Segment H3 Analysis

Dear Jeffrey:

Attached is a proposal for traffic engineering and planning services associated with Centerline Drive Segment H. Part "A" identifies our proposed services for the project in accordance with the terms and conditions outlined in Part "B". This scope was developed based on our discussions with you, our review of the proposed development plan, and our familiarity with the Lake Nona region.

We propose to conduct the services (detailed in Part "A" herein) on a lump sum, as a percentage (%) complete, basis for $15,500 (detailed in Table 1 of the attached Part "B"). This proposal (scope of work, budget, and timeline) is effective for sixty days.

Daniel Torre, PE will serve as the Project Manager and Adam Burghdoff, PE will serve as the Project Principal providing senior review and quality assurance. Any questions of a technical or contractual nature can be directed to either of us.

Please review this proposal at your earliest convenience. If the attached Professional Services Agreement is satisfactory, please return a signed copy electronically. A fully executed copy will be returned for your records. Thank you for the opportunity to propose on this project. If you have any questions, please call us at 407.373.1121.

Sincerely,
KITTELSON & ASSOCIATES, INC.

Daniel Torre
Senior Engineer

Adam Burghdoff
Principal Engineer

PROFESSIONAL SERVICES AGREEMENT

February 12, 2024

Kittelson & Associates, Inc.
225 East Robinson Street, Suite 355
Orlando, FL 32801
407.540.0555 (P)
407.540.0550 (F)

Poitras East Community Development District with an office at 12051 Corporate Boulevard, Orlando Florida 32817 (the "CLIENT") hereby enters into this Professional Services Agreement (this "Agreement") with KITTELSON & ASSOCIATES, INC. to perform the services as described in this Agreement's Part "A" - Scope of Work (the "Services") for the Centerline Drive Segment M3 Analysis (the "Project"), subject to all of the provisions described in Part "B" Terms and Conditions.

PART A - SCOPE OF WORK

PROJECT UNDERSTANDING

The Poitras East Community Development District desires to extend Centerline Drive from Luminary Boulevard to Boggy Creek Road. This roadway falls within the Lake Nona PD. The latest transportation analysis within the Lake Nona PD was prepared in the 2022 *Lake Nona PD Network Analysis*. It is understood that the current plans for the Lake Nona PD may be refined as the Lake Nona area continues to develop. The magnitude and timing of the development program modifications are not yet known. Therefore, this scope of work is based upon the current approvals in place at the time of this document. Additional development program scenarios will be analyzed as additional services.

TASK 1 – DATA COLLECTION

Kittelson will retain a subconsultant to collect traffic counts at the study intersection. The traffic counts will include 12-hour manual turning movement counts at the intersection of Boggy Creek Road and the Renaissance Charter School driveway from 6:00 AM to 6:00 PM on a normal weekday (Tuesday, Wednesday, or Thursday) with Osceola County public schools in session.

TASK 2 – FUTURE VOLUME DEVELOPMENT

Kittelson will utilize the network analysis completed as part of the 2022 *Lake Nona PD Network Analysis* effort to prepare future buildout volumes for the proposed intersection of Centerline Drive and Boggy Creek Road. The project trip assignment determined in the *Lake Nona PD Network Analysis* will be utilized at the study intersection.

TASK 3 – INTERSECTION ANALYSIS

Kittelson will develop volume forecasts and future-year analyses for the intersection of Centerline Drive and Boggy Creek Road. Kittelson will assign estimated future traffic volume projections to the study intersections using the trip assignment established in Task 2. Recommended intersection geometrics will be determined based upon analysis software implementing the Highway Capacity Manual methodologies, FDOT Quality/Level of Service standards, and engineering judgment. AM and PM peak hour traffic forecasts will be completed as part of this task.

Based upon the results of the review, Kittelson will provide bubble diagrams indicating recommendations for intersection approach geometry including the number of lanes and turn lanes, required queue storage (based upon 95th percentile queues), and intersection control (i.e., signalized, stop-control).

TASK 4 – SUMMARY MEMORANDA AND MEETINGS

The results of the analyses in Tasks 1-3 will be summarized in a DRAFT summary memorandum and submitted to the Client for review. Subsequent to Client review, Kittelson will address any Client comments in a revised, FINAL report for Client use. In the event that the Client's comments result in additional analyses above and beyond those noted in Tasks 1 through 4, then those out-of-scope analyses will be conducted as additional services. Kittelson will prepare for up to and attend up to three (3) project related meetings to discuss the study results and conclusions.

This scope does not include preparatory time (graphics and handouts) or attendance time for any public hearings or meetings. All client requests for presentations and meetings of this nature will be accommodated on a time-and-materials basis and will be considered additional services.

PART B – TERMS AND CONDITIONS

I. **GENERAL:** The terms and conditions set forth herein shall govern all services subsequently performed on behalf of CLIENT unless changed by a written agreement signed by KITTELSON & ASSOCIATES, INC. In case any one or more of the provisions contained in this Agreement shall be held unenforceable, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

II. **LIMITATION OF LIABILITY:** CLIENT AGREES THAT IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT, KITTELSON & ASSOCIATES, INC.'S AGGREGATE JOINT, SEVERAL AND INDIVIDUAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PROFESSIONAL MALPRACTICE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY SHALL BE LIMITED TO AN AMOUNT NO GREATER THAN THREE TIMES THE TOTAL COMPENSATION RECEIVED BY KITTELSON & ASSOCIATES, INC. UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

III. **LIMITATION OF REMEDY:** CLIENT COVENANTS THAT IT WILL NOT, UNDER ANY CIRCUMSTANCES, BRING A LAWSUIT OR CLAIM AGAINST KITTELSON & ASSOCIATES, INC.'S INDIVIDUAL EMPLOYEES, OFFICERS, DIRECTORS OR SHAREHOLDERS AND THAT CLIENT'S SOLE REMEDY SHALL BE AGAINST KITTELSON & ASSOCIATES, INC.

IV. **WAIVER OF CONSEQUENTIAL DAMAGES:** NEITHER KITTELSON & ASSOCIATES, INC. NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO FINES, PENALTIES AND LOST PROFITS, WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY.

V. **INDEMNITY:** To the maximum extent allowed by law, CLIENT and KITTELSON & ASSOCIATES, INC. shall indemnify and hold harmless, but not defend, each other and the indemnified party's employees, officers, directors and agents from, for and against all claims, losses, legal costs and expenses resulting from any bodily injury or property damage, but only to the extent caused by the indemnifying party's negligence.

VI. **OWNERSHIP OF DOCUMENTS:** KITTELSON & ASSOCIATES, INC is deemed the author and owner of its documents and other instruments of service, and will retain all common law, statutory, and other reserved rights, including copyrights. So long as CLIENT complies with all terms of this Agreement, including but not limited to terms of payment, KITTELSON & ASSOCIATES, INC. grants CLIENT a nonexclusive license to use instruments of professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by CLIENT, without KITTELSON & ASSOCIATES, INC.'s written permission, shall be at CLIENT's own sole risk and CLIENT agrees to defend, indemnify, reimburse and hold harmless KITTELSON &

ASSOCIATES, INC. from all claims, liabilities, losses, costs, damages and expenses, including attorney's fees and expert's fees, related to the reuse by CLIENT or others acting through CLIENT.

VII. **ELECTRONIC DOCUMENTS:** If KITTELSON & ASSOCIATES, INC. provides CLIENT any documents or other instruments of service in electronic form ("Electronic Documents"), acceptance and use of the electronic documents by CLIENT shall be at CLIENT's sole risk and CLIENT shall:

a. Waive and covenant not to sue KITTELSON & ASSOCIATES, INC. or its employees alleging any inaccuracy or defect of the Electronic Documents.

b. Agree that KITTELSON & ASSOCIATES, INC. makes no representation with regard to the compatibility of the Electronic Documents with any software or hardware or that the data is fit for any specific use.

c. Indemnify, hold harmless, reimburse and defend KITTELSON & ASSOCIATES, INC. from, for and against any claim, damage, liability, loss, expense or cost, including attorneys' fees and expert's fees, that may arise from CLIENT'S use of the Electronic Documents or any subsequent modification of the Electronic Documents by any person or entity.

d. CLIENT agrees that prior to use of the Electronic Documents on any project other than the Project, CLIENT shall retain the services of a licensed professional as necessary to review and revise the Electronic Documents for compliance with the local laws, practices and standards of the place where the Project will be located.

VIII. **DISPUTE RESOLUTION:** In any dispute arising out of this Agreement or the Services, with the exception of disputes relating to CLIENT's non-payment, partial payment or late payment of any amount due under an invoice issued by KITTELSON & ASSOCIATES, INC. ("Payment Disputes"), for which the remedy will be in accordance with Article XVI of this Agreement, the Parties shall first attempt to resolve the dispute through good-faith negotiation. In the event that the Parties are unable to resolve the dispute through negotiation, CLIENT agrees that any claim or dispute arising out of this Agreement or the Services, with the exception of Payment Disputes, shall be submitted to non-binding mediation. If the dispute cannot be resolved by mediation, the parties agree to submit their dispute to binding arbitration before a single arbitrator. The arbitration shall be held in Multnomah County, Oregon and shall be conducted by and pursuant to the rules of Arbitration Service of Portland, Inc. (ASP), and the arbitrator shall be chosen in accordance with ASP rules. Except in the case of Payment Disputes, the parties agree that so long as they are making good-faith efforts to resolve the dispute pursuant to the terms of this Article, they shall continue to perform under this Agreement.

IX. **GOVERNING LAW:** Without regard to conflict of laws, the rights and liabilities of the parties under this Agreement shall be governed by the laws of the State of Oregon.

X. **TIME BAR TO LEGAL ACTION:** All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred

and under no circumstances shall any such legal action be initiated by either party after the earlier of three (3) years or the State's applicable statute of limitations, both of which shall commence to run on the last day Services are performed under this Agreement.

XI. **DIRECT EXPENSES:** KITTELSON & ASSOCIATES, INC.'s Direct Expenses shall be those costs incurred on or directly for the Project, including but not limited to necessary transportation costs including mileage at the current IRS-allowed rates, meals and lodging. Reimbursement for automobiles, meals and lodging, and any other expenses furnished by commercial sources shall be on the basis of actual charges plus a 10% markup.

All communication fees including, but not limited to computer services, telephone, faxes, postage, overnight deliveries, and in-house copies, printing, and binding charges shall be billed on the basis of a per direct labor hour fee when furnished by KITTELSON & ASSOCIATES, INC.

XII. **PROFESSIONAL SERVICES:** KITTELSON & ASSOCIATES, INC. staff is defined as all permanent and temporary employees, as well as any and all contract labor of KITTELSON & ASSOCIATES, INC. All KITTELSON & ASSOCIATES, INC., staff time spent working on the Project will be billed as applicable per Table 1.

XIII. **COST ESTIMATE:** Any cost estimates provided by KITTELSON & ASSOCIATES, INC. as part of the Services will be on a basis of experience and judgment, but because it has no control over market conditions or bidding procedures KITTELSON & ASSOCIATES, INC. cannot warrant that bids, construction or other Project costs will not vary from these cost estimates.

XIV. **PEER REVIEW:** Any peer review report prepared by KITTELSON & ASSOCIATES INC. as part of the Services herein merely represents its professional, unbiased opinion regarding the deliverable. This opinion is based solely on KITTELSON & ASSOCIATES, INC.'S evaluation of the information provided by CLIENT and should not be considered an exhaustive review, insurance against errors or omissions in the deliverable, or advocacy of the intended project. CLIENT agrees that the purpose and intent of KITTELSON & ASSOCIATES, INC.'S evaluation of the deliverable is to reduce the risk of errors or omissions only and not to eliminate such risk. KITTELSON & ASSOCIATES, INC. offers no warranty or guarantee with regard to any requested peer review performed under this AGREEMENT.

XV. **TERMINATION FOR CONVENIENCE:** In addition to other rights of termination, either CLIENT or KITTELSON & ASSOCIATES, INC. may terminate this Agreement for its convenience by giving 30 days' written notice to the other party. In such event, CLIENT shall forthwith pay KITTELSON & ASSOCIATES, INC. in full for all work previously authorized and performed prior to effective date of termination as well as all unavoidable expenses incurred prior to termination.

XVI. **PAYMENT TO KITTELSON & ASSOCIATES, INC./REMEDIES FOR PAYMENT DISPUTES:** Monthly invoices will be issued by KITTELSON & ASSOCIATES, INC. for all services performed under the terms of this Agreement, and reimbursement of direct expenses. A retainer, if applicable, will be required in advance of start of services and will be credited to the final invoice(s) of Project. Invoices are due

and payable within 30 days of receipt. The CLIENT must notify the KITTELSON & ASSOCIATES, INC.'s Project Manager or Project Accountant, in writing, within 30 days of receipt of any disputed charges in an invoice (the "Disputed Charges "). In the event CLIENT gives notice of any Disputed Charges in an invoice, the undisputed invoiced amounts are still due and owing under the terms of this Article. Interest at the rate of 1.5 percent per month, or alternatively at the highest monthly rate allowable in the jurisdiction where the Services are being provided, whichever is higher, will be charged on all past due amounts. Interest charges on past due amounts are in addition to the fixed ceiling for the contract and are not counted in determining whether the fixed ceiling has been reached. CLIENT'S failure to make payments to KITTELSON & ASSOCIATES, INC. within 90 days of the issuance of an invoice shall constitute a material breach of this Agreement and KITTELSON & ASSOCIATES, INC. shall have the option to withhold services until paid or terminate this Agreement. Payment Disputes, including but not limited to disputes over (a) CLIENT's non-payment or late payment of any charge on an invoice; and (b) any charge on an invoice identified by CLIENT as a Disputed Charge, are not subject to the Dispute Resolution and Arbitration provisions of Article VIII of this Agreement, and KITTELSON & ASSOCIATES, INC. may avail itself of any and all available legal and equitable remedies to address such Payment Disputes, including, but not limited, to asserting a lien against the real property where PROJECT is located. In the event KITTELSON & ASSOCIATES, INC. is required to undertake collection actions, or otherwise incur any costs in connection with the collection of amounts owing under a past-due invoice, all such costs shall be the responsibility of CLIENT. KITTELSON & ASSOCIATES, INC. prefers that all payments be made through the Automated Clearing House Network ("ACH"). The following bank account information is provided below for this purpose:

Account Name: Kittelson & Associates, Inc.
Bank Name: Chase Bank
Account Number: 179118350
ABA Number: 325070760
Remittance Advice: apinvoice@kittelson.com

XVII. **PREVAILING PARTY ATTORNEY FEES:** In the event of any litigation between the parties arising out of this Agreement, including mandatory arbitration under Article VIII of this Agreement, the prevailing party shall be entitled to recovery of its reasonable attorney's fees incurred in the litigation.

XVIII. **ADDITIONAL INSURED:** KITTELSON & ASSOCIATES, INC. shall cause its general liability insurers to name CLIENT as an additional insured.

XIX. **PROFESSIONAL STANDARDS:** KITTELSON & ASSOCIATES, INC. shall be responsible for performing the Services to the level of competency currently maintained by other practicing professional engineers performing the same type of services in CLIENT'S community. KITTELSON & ASSOCIATES, INC. makes no warranty, guarantee or assurance, express or implied, that the Services will yield or accomplish a perfect or particular outcome for the Project.

XX **ENTIRE AGREEMENT:** This Agreement constitutes the entire, legally-binding contract between the parties regarding its subject matter and supersede any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written. Amendments to this Agreement will be governed by this Agreement and must be in writing and signed by both the CLIENT and KITTELSON & ASSOCIATES, INC.

XXI **NO THIRD PARTY RIGHTS:** To the fullest extent permitted by law, no party has any third party beneficiary or other rights arising from or related to the Services.

AUTHORIZATION TO PROCEED: Signing this form shall constitute agreement with all terms and conditions of this AGREEMENT and authorization by CLIENT for KITTELSON & ASSOCIATES, INC. to proceed with performance of the Services as of the date first written above (the "EFFECTIVE DATE").

Table 1:

Project Phase Description	Billing Method	Authorized Amount
Tasks 1-4	Lump Sum	$15,500

Accepted for:

POINCIANA EAST COMMUNITY DEVELOPMENT DISTRICT

Signature

RICHARD LEVEY

Print Name

Chairman

Title

2/20/2024

Date

Approved for:

KITTELSON & ASSOCIATES, INC.

Signature

ADAM BURGHDOFF

Print Name

FL BUSINESS DEVELOPMENT LEADER

Title

2/22/24

Date

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Poitras Drive, Boggy Creek Road Segment (U.S. 441 to [illegible])

Brief Description: Transportation analysis - Time associated traffic flows to/from the Poitras East/U.S. intersection based upon Phase 2 build out as well as HCR future projects

Name of Consultant Vendor: Kimley-Horn & Associates

Is this work related to an existing Agreement? ___ Yes ✓ No

If yes, name and date of Agreement: ___

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

Are the services recommended included in the Capital Improvement Plan? ✓ Yes ___ No

Is this a continuation of previously authorized work? ___ Yes ✓ No

Proposal attached: ✓ Yes ___ No

Terms of Agreement: Unless Proposal

Amount of Services: $ 15,000

Recommendation: ✓ Approve ___ Deny

By: [signature] 2/13/2004
Dan Young, Chairman
Poitras East Community Development District

Financial Analysis
Budget Modified
Internal Services
Legal Review

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FRONT OF LUMINARY

FROM NARCOSSEE TO THE FIRST ROUNDABOUT



CEPRA LANDSCAPE

Proposal

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

ADDRESS
Poitras East CDD 10105 Selten Way Orlando, FL 32832

PROPOSAL #	DATE
61970 (v. 0)	11/13/2026

DESCRIPTION	
Luminary Blvd Front Poitras Proposal to replace remaining freeze damaged plants from Narcossee Rd to the first roundabout.	$6,109.00

				$6,109.00
Description	**Type**	**Qty**	**Unit $**	**Total $**
General Enhancement Labor	HR	20.00	$60.00	$1,200.00
Ixora 'Petite' 'Red Taiwan Dwarf Ixora' 3 Gal.	EA	20.00	$17.00	$340.00
Liriope 'Emerald Goddess' - 1 gal.	EA	25.00	$7.00	$175.00
Silver Buttonwood 3 gal (material only)	EA	14.00	$14.00	$196.00
Muhly Grass 'Red' - 3 gal.	EA	30.00	$17.00	$510.00
Oleander 'Dwarf' - 3 gal.	EA	22.00	$20.00	$440.00
Arboricola 'Dazzle' - 3 gal.	EA	95.00	$20.00	$1,900.00
Croton 'Mammy' - 3 gal.	EA	17.00	$19.00	$323.00
Dump Fees - General Debris	EA	1.00	$50.00	$50.00
Delivery Fee	EA	1.00	$75.00	$75.00
Natural Hardwood Mulch - Bulk Installed	YD	15.00	$60.00	$900.00

Total **$6,109.00**

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Terms and Conditions

1. **Scope of Work**. The scope of work to be performed by Contractor is set forth on attached Proposal. If work activity is not set forth in the Proposal, it is not included in the basic scope of work. All material shall conform to bid specifications unless expressly noted otherwise.

2. **Insurance, Licenses and Permits**. Contractor agrees to maintain General Liability insurance coverage, Workers Compensation insurance coverage, and Commercial Automobile insurance coverage as required by law. Contractor also shall comply with all licensing and permit requirements established by any State, County or municipal agency relating to the scope of work.

3. **Subcontractors**. Contractor reserves the right to hire qualified subcontractors to perform work under this Agreement.

4. **Access to Jobsite.** Owner shall ensure Contractor has access to all parts of the jobsite where the Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time. Owner will be responsible to furnish all utilities necessary to perform the work.

5. **Utilities.** Contractor will call Sunshine State One Call of Florida to locate utilities when applicable. Owner is responsible for location of private utilities and contractor cannot be held liable for damage to unmarked utilities.

6. **Compensation**. In exchange for Contractor performing the scope of work described in above, Owner shall pay Contractor in accordance with the pricing terms set forth. Contractor shall issue invoices upon completion of the work for amounts due in accordance with the pricing terms set forth. Amounts invoiced are due upon receipt and shall be considered past due after 15 days from the date of invoice. Past due amounts shall accrue interest at the annual rate of 12%. If Owner disputes or questions any invoice or portion of any invoice, Owner shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Owner. Work performed outside the scope of work described in attached Proposal shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Agreement. Owner agrees that if Owner fails to make payment for more than 60 days after the date of any work provided by Contractor arising out of or relating to this Agreement, then Contractor shall have the right to record a claim of lien against Owner's property to secure payment for labor, materials, equipment and supervision supplied by Contractor for the benefit of Owner's property.

7. **Termination**. This Agreement may be terminated with or without cause by the Owner upon seven (7) days written notice. Owner shall be required to pay for all materials and work completed to the date of termination

8. **Liability.** Contractor and Owner hereby waive any claims against each other for consequential damages or indirect damages of any kind. Contractor shall not be liable to Owner for any claim for property damage or bodily injury unless and to the extent caused by the negligence of Contractor or its employees or subcontractors.

9. **Disputes.** In the event of any litigation arising out of or relating to this Agreement or any related extra work, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party at both the trial court and appellate court levels. The county and circuit courts in Marion County, Florida shall have sole and exclusive jurisdiction to decide any dispute between the parties, whether sounding in contract or tort and whether legal or equitable in nature, arising out of or relating to this Agreement. The parties hereby waive the right to trial by jury on all claims, counterclaims and defenses otherwise triable to a jury.

10. **Warranty**. All work performed will be guaranteed for one (1) year after completion. In order for warranty to remain in effect, proper maintenance must be performed for the entire length of the warranty period.

11. **Complete Agreement**. This Agreement and attached Proposal represents the complete and integrated agreement of the parties with respect to the subject matter hereof. All prior verbal or written agreements, promises or representations relating to this Agreement and exhibits hereto are hereby merged into this Agreement and do not survive execution of this Agreement.

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_____ _____ _____

Customer Printed Name **Customer Signature** **Date**

Job ID: 61970

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CEPRA LANDSCAPE

Proposal

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

ADDRESS
Poitras East CDD 10105 Selten Way Orlando, FL 32832

PROPOSAL #	DATE
60641 (v. 0)	11/13/2026

DESCRIPTION	
Removal of Palm Braces and Tree Straps Poitras East CDD Proposal to remove all palm braces and straps throughout the district. Includes removal of steel wire braided straps from oak trees.	$7,000.00

				$7,000.00
Description	**Type**	**Qty**	**Unit $**	**Total $**
Dump Fees - General Debris	EA	1.00	$700.00	$700.00
General Enhancement Labor	HR	105.00	$60.00	$6,300.00

Total **$7,000.00**

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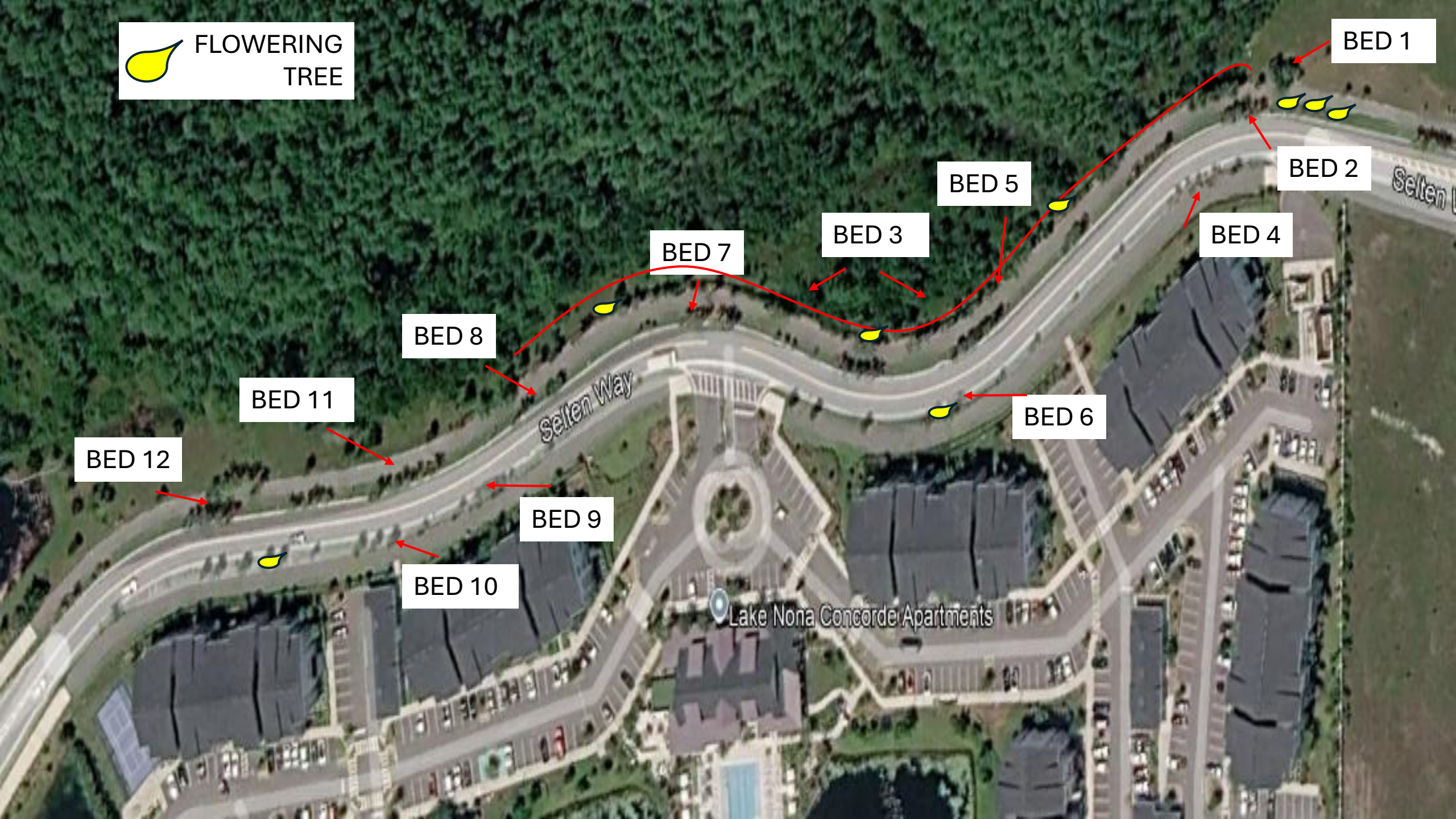
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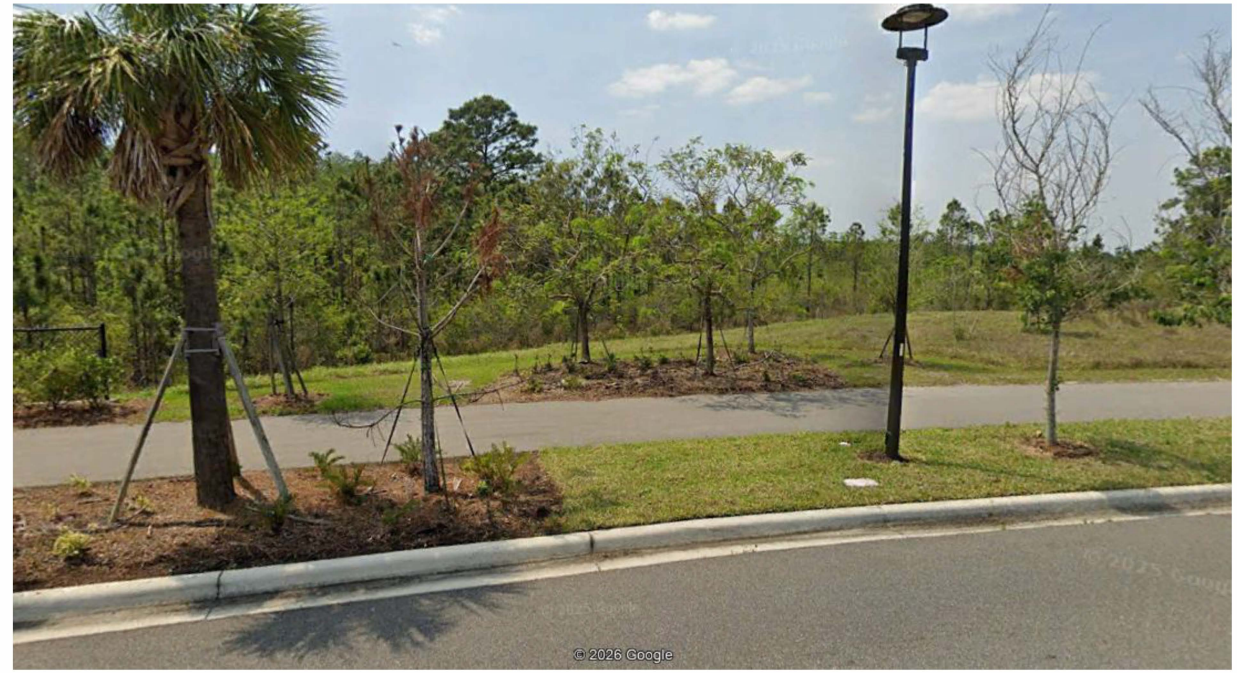
Customer Printed Name **Customer Signature** **Date**

Job ID: 60641

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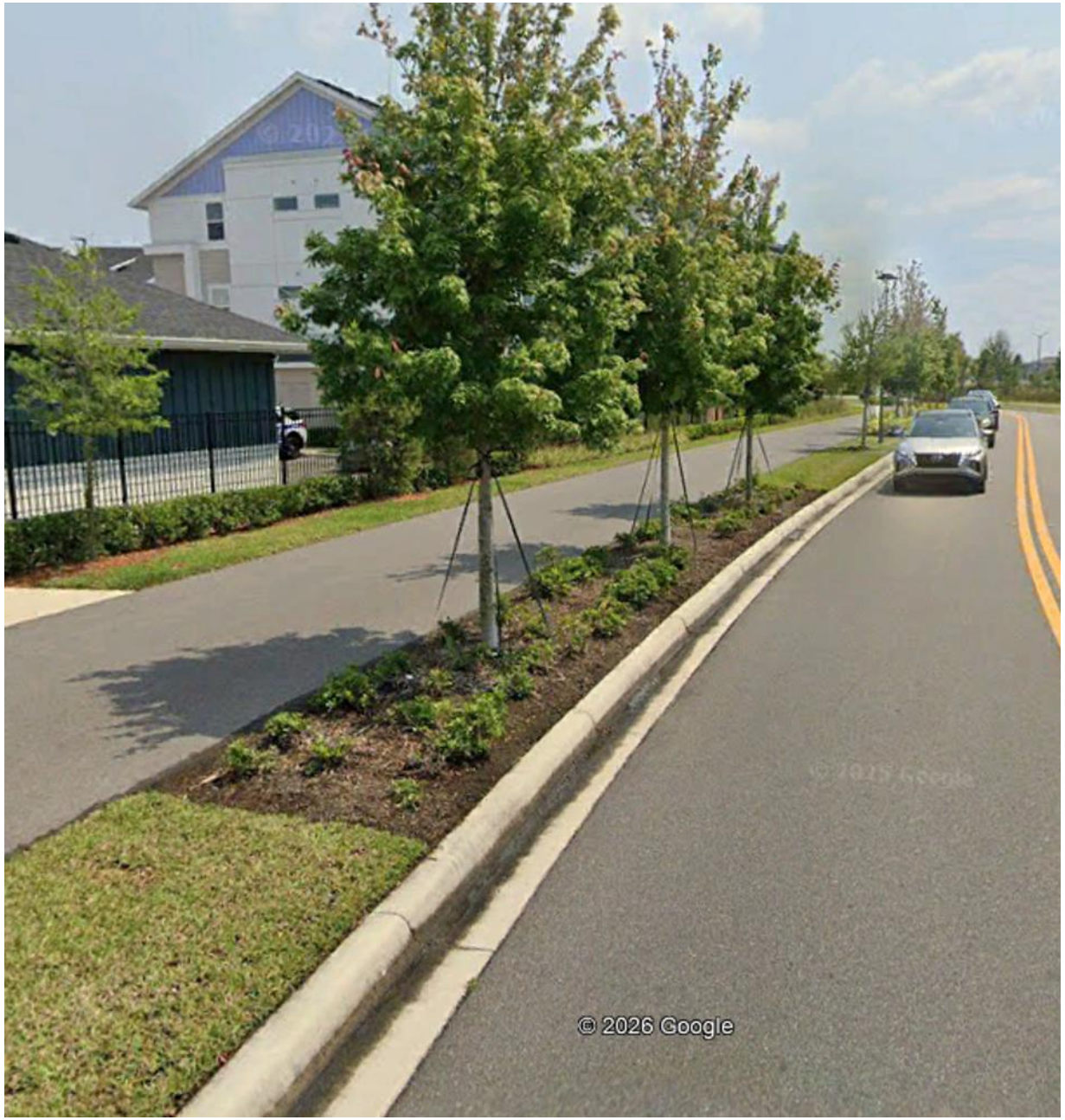

FLOWERING TREE
BED 1
BED 2
BED 3
BED 4
BED 5
BED 6
BED 7
BED 8
BED 9
BED 10
BED 11
BED 12
Selten Way
Lake Nona Concorde Apartments


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© 2026 Google



CEPRA LANDSCAPE

Proposal

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

ADDRESS
Poitras East CDD 10105 Selten Way Orlando, FL 32832

PROPOSAL #	DATE
61959 (v. 0)	11/13/2026

DESCRIPTION	
Selten Way Proposal Poitras CDD Proposal to remove and replace all freeze damaged trees and plant material. The Walters Viburnum and Indian Hawthorne also have had issues from wildlife and natural habits. Walters Viburnum, in general, is a pour plant and is known to die for no real reason.	$22,781.00

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				$22,781.00
Description	**Type**	**Qty**	**Unit $**	**Total $**
(Material Only) Orchid Tree 30 Gal.	EA	3.00	$350.00	$1,050.00
(Material Only) Tabebuia caraiba 'Silver Trumpet / Yellow Flower' 30 Gal.	EA	2.00	$300.00	$600.00
(Material Only) Tabebuia bahamensis x heterophylla 'Dwarf Pink Trumpet' 30 Gal.	EA	2.00	$300.00	$600.00
(Material Only) Jacaranda 45 gal.	EA	1.00	$600.00	$600.00
Tree Staking Pro 60 - Tree Frog	EA	8.00	$85.00	$680.00
Fire Bush 'Dwarf' - 3 gal.	EA	105.00	$17.00	$1,785.00
Arboricola 'DAZZLE' - 3 gal.	EA	170.00	$20.00	$3,400.00
Plumbago 'Blue' - 3 gal.	EA	40.00	$17.00	$680.00
Muhly Grass 'Red' - 3 gal.	EA	12.00	$17.00	$204.00
Viburnum 'Suspensum' - 3 gal.	EA	75.00	$17.00	$1,275.00
Thryallis - 3 gal.	EA	36.00	$17.00	$612.00
Podocarpus 'Pringle' - 3 gal.	EA	185.00	$17.00	$3,145.00
Palm 'Coontie' - 3 gal.	EA	6.00	$25.00	$150.00
Pinwheel Jasmine - 3 gal.	EA	80.00	$19.00	$1,520.00
General Enhancement Labor	HR	48.00	$60.00	$2,880.00
Natural Hardwood Mulch - Bulk Installed	YD	50.00	$60.00	$3,000.00
Dump Fees - General Debris	EA	1.00	$600.00	$600.00

Total **$22,781.00**

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Customer Printed Name **Customer Signature** **Date**

Job ID: 61959

Poitras East
Community Development District

District's Financial Position and Budget to Actual YTD

Poitras East
Community Development District

October 2026 Financial Package

October 31, 2026

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

Poitras East CDD

Statement of Financial Position

As of 10/31/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
		Assets			
Current Assets					
General Checking Account	$ 934,081.22				$ 934,081.22
Alleyway & Infrastructure Capital Res.	279,365.79				279,365.79
Assessments Receivable	722,456.16				722,456.16
Assessments Receivable		$ 2,269,390.13			2,269,390.13
Series 2023 Debt Service Reserve		814,046.25			814,046.25
Series 2025 Debt Service Reserve		325,198.75			325,198.75
Series 2023 Revenue		818,174.57			818,174.57
Series 2025 Revenue		285,827.42			285,827.42
Series 2023 Prepayment		322.50			322.50
Series 2025 Prepayment		76.88			76.88
Series 2023 Acquisition/Construction			$ 35.18		35.18
Series 2025 Acquisition/Construction			4.26		4.26
Total Current Assets	$ 1,935,903.17	$ 4,513,036.50	$ 39.44	$ -	$ 6,448,979.11
Investments					
Amount Available in Debt Service Funds				$ 2,243,646.37	$ 2,243,646.37
Amount To Be Provided				30,061,353.63	30,061,353.63
Total Investments	$ -	$ -	$ -	$ 32,305,000.00	$ 32,305,000.00
Total Assets	$ 1,935,903.17	$ 4,513,036.50	$ 39.44	$ 32,305,000.00	$ 38,753,979.11

Poitras East CDD
Statement of Financial Position
As of 10/31/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
Liabilities and Net Assets					
Current Liabilities					
Accounts Payable	$ 7,428.58		$ 3,482.00		$ 10,910.58
Deferred Revenue	722,456.16	$ 2,269,390.13			2,991,846.29
Total Current Liabilities	$ 729,884.74	$ 2,269,390.13	$ 3,482.00	$ -	$ 3,002,756.87
Long Term Liabilities					
Revenue Bonds Payable - Long-Term				$ 32,305,000.00	$ 32,305,000.00
Total Long Term Liabilities	$ -	$ -	$ -	$ 32,305,000.00	$ 32,305,000.00
Total Liabilities	$ 729,884.74	$ 2,269,390.13	$ 3,482.00	$ 32,305,000.00	$ 35,307,756.87
Net Assets					
Net Assets, Unrestricted	$ 1,234,277.89				$ 1,234,277.89
Current Year Net Assets - General Government	(28,259.46)				(28,259.46)
Net Assets, Unrestricted		$ 2,243,646.37			2,243,646.37
Current Year Net Assets, Unrestricted		-			-
Net Assets, Unrestricted			$ (3,442.56)		(3,442.56)
Current Year Net Assets, Unrestricted			-		-
Total Net Assets	$ 1,206,018.43	$ 2,243,646.37	$ (3,442.56)	$ -	$ 3,446,222.24
Total Liabilities and Net Assets	$ 1,935,903.17	$ 4,513,036.50	$ 39.44	$ 32,305,000.00	$ 38,753,979.11

Poitras East CDD
Statement of Activities
As of 10/31/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
Revenues					
	$ -	$ -	$ -		$ -
Total Revenues	$ -	$ -	$ -	$ -	$ -
Expenses					
Supervisor Fees	$ 600.00				$ 600.00
D&O Insurance	3,399.00				3,399.00
Trustee Services	3,183.40				3,183.40
Management	3,593.33				3,593.33
Web Site Maintenance	145.00				145.00
General Insurance	4,157.00				4,157.00
Property & Casualty	15,804.00				15,804.00
Other Insurance	500.00				500.00
Liftstation Maintenance	136.82				136.82
Total Expenses	$ 31,518.55	$ -	$ -	$ -	$ 31,518.55
Other Revenues (Expenses) & Gains (Losses)					
Interest Income	$ 3,259.09				$ 3,259.09
Total Other Revenues (Expenses) & Gains (Losses)	$ 3,259.09	$ -	$ -	$ -	$ 3,259.09
Change In Net Assets	$ (28,259.46)	$ -	$ -	$ -	$ (28,259.46)
Net Assets At Beginning Of Year	$ 1,234,277.89	$ 2,243,646.37	$ (3,442.56)	$ -	$ 3,474,481.70
Net Assets At End Of Year	$ 1,206,018.43	$ 2,243,646.37	$ (3,442.56)	$ -	$ 3,446,222.24

Poitras East CDD
Budget to Actual
For the Month Ending 10/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2027 Adopted Budget	Percentage Spent
Revenues					
Assessments	$ -	$ 60,204.17	$ (60,204.17)	$ 722,450.00	0.00%
Carryforward Revenue	11,282.81	11,282.81	-	135,393.75	8.33%
Net Revenues	**$ 11,282.81**	**$ 71,486.98**	**$ (60,204.17)**	**$ 857,843.75**	**1.32%**
General & Administrative Expenses					
Legislative					
Supervisor Fees	$ 600.00	$ 1,000.00	$ (400.00)	$ 12,000.00	5.00%
D&O Insurance	3,399.00	303.03	3,095.97	3,636.30	93.47%
Trustee Services	3,183.40	1,120.97	2,062.43	13,451.64	23.67%
Management	3,593.33	3,593.33	-	43,120.00	8.33%
Engineering	-	2,250.00	(2,250.00)	27,000.00	0.00%
Disclosure	-	625.00	(625.00)	7,500.00	0.00%
Property Appraiser	-	166.67	(166.67)	2,000.00	0.00%
District Counsel	-	2,500.00	(2,500.00)	30,000.00	0.00%
Assessment Administration	-	1,250.00	(1,250.00)	15,000.00	0.00%
Reamortization Schedules	-	20.83	(20.83)	250.00	0.00%
Audit	-	616.67	(616.67)	7,400.00	0.00%
Arbitrage Calculation	-	83.33	(83.33)	1,000.00	0.00%
Tax Preparation	-	2.50	(2.50)	30.00	0.00%
Travel and Per Diem	-	25.00	(25.00)	300.00	0.00%
Telephone	-	2.08	(2.08)	25.00	0.00%
Postage & Shipping	-	62.50	(62.50)	750.00	0.00%
Copies	-	104.17	(104.17)	1,250.00	0.00%
Legal Advertising	-	625.00	(625.00)	7,500.00	0.00%
Bank Fees	-	4.00	(4.00)	48.00	0.00%
Miscellaneous	-	375.00	(375.00)	4,500.00	0.00%
Meeting Room	-	20.83	(20.83)	250.00	0.00%
Office Supplies	-	20.83	(20.83)	250.00	0.00%
Web Site Maintenance	145.00	245.00	(100.00)	2,940.00	4.93%
Holiday Decorations	-	104.17	(104.17)	1,250.00	0.00%
Dues, Licenses, and Fees	-	14.58	(14.58)	175.00	0.00%
Total General & Administrative Expenses	**$ 10,920.73**	**$ 15,135.49**	**$ (4,214.76)**	**$ 181,625.94**	**6.01%**

Poitras East CDD
Budget to Actual
For the Month Ending 10/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2027 Adopted Budget	Percentage Spent
Field Operations Expenses					
Electric Utility Services					
Electric	$ -	$ 416.67	$ (416.67)	$ 5,000.00	0.00%
Water-Sewer Combination Services					
Water Reclaimed	-	1,250.00	(1,250.00)	15,000.00	0.00%
Other Physical Environment					
General Insurance	4,157.00	370.59	3,786.41	4,447.05	93.48%
Property & Casualty	15,804.00	1,483.12	14,320.88	17,797.40	88.80%
Other Insurance	500.00	47.92	452.08	575.00	86.96%
Irrigation Repairs	-	4,275.00	(4,275.00)	51,300.00	0.00%
Landscaping Maintenance & Material	-	29,166.67	(29,166.67)	350,000.00	0.00%
Tree Trimming	-	1,666.67	(1,666.67)	20,000.00	0.00%
Flower & Plant Replacement	-	2,141.67	(2,141.67)	25,700.00	0.00%
Contingency	-	2,996.53	(2,996.53)	35,958.36	0.00%
Pest Control	-	125.00	(125.00)	1,500.00	0.00%
Road & Street Facilities					
Entry and Wall Maintenance	-	500.00	(500.00)	6,000.00	0.00%
Hardscape Maintenance	-	833.33	(833.33)	10,000.00	0.00%
Alleyway Maintenance	-	833.33	(833.33)	10,000.00	0.00%
Streetlights	-	2,083.33	(2,083.33)	25,000.00	0.00%
Accent Lighting	-	41.66	(41.66)	500.00	0.00%
Liftstation Maintenance	136.82	1,250.00	(1,113.18)	15,000.00	0.91%
Parks & Recreation					
Personnel Leasing Agreement - Administrator	-	1,560.00	(1,560.00)	18,720.00	0.00%
Personnel Leasing Agreement - Irrigation Specialist	-	1,560.00	(1,560.00)	18,720.00	0.00%
Reserves					
Infrastructure Capital Reserve	-	3,333.33	(3,333.33)	40,000.00	0.00%
Alleyway Reserve	-	1,250.00	(1,250.00)	15,000.00	0.00%
Total Field Operations Expenses	**$ 20,597.82**	**$ 57,184.82**	**$ (36,587.00)**	**$ 686,217.81**	**3.00%**
Total Expenses	**$ 31,518.55**	**$ 72,320.31**	**$ (40,801.76)**	**$ 867,843.75**	**3.63%**
Income (Loss) from Operations	**$ (20,235.74)**	**$ (833.33)**	**$ (19,402.41)**	**$ (10,000.00)**	
Other Income (Expense)					
Interest Income	$ 3,259.09	$ 833.33	$ 2,425.76	$ 10,000.00	32.59%
Total Other Income (Expense)	**$ 3,259.09**	**$ 833.33**	**$ 2,425.76**	**$ 10,000.00**	**32.59%**
Net Income (Loss)	**$ (16,976.65)**	**$ -**	**$ (16,976.65)**	**$ -**	

Poitras East CDD
Cash Flow

	Beg. Cash	FY26 Inflows	FY26 Outflows	FY27 Inflows	FY27 Outflows	End. Cash	
9/1/2025	850,347.50	-	(23,005.00)	-	-	763,471.20	
10/1/2025	763,471.20	2,351.81	-	-	-	752,759.73	
11/1/2025	752,759.73	263,398.14	(33,319.33)	-	-	975,346.47	
12/1/2025	975,346.47	279,138.78	(494,755.97)	-	-	750,691.63	
1/1/2026	750,691.63	496,570.60	(462,883.02)	-	-	784,379.21	
2/1/2026	784,379.21	1,017,132.31	(828,448.34)	-	(75.00)	972,988.18	
3/1/2026	972,988.18	176,161.48	(199,557.58)	-	-	949,592.08	
4/1/2026	949,592.08	778,461.65	(621,165.00)	-	(3,183.40)	1,103,705.33	
5/1/2026	1,103,705.33	282,635.04	(259,235.82)	-	-	1,127,104.55	
6/1/2026	1,127,104.55	166,323.47	(195,658.72)	-	-	1,097,769.30	
7/1/2026	1,097,769.30	49,767.02	(96,245.31)	-	(61.82)	1,051,229.19	
8/1/2026	1,051,229.19	288,914.36	(290,664.97)	-	-	1,049,478.58	
9/1/2026	1,049,478.58	48,567.38	(92,789.20)	-	-	1,005,256.76	
10/1/2026	1,005,256.76	-	(54,559.03)	2,526.25	-	953,223.98	
11/1/2026	953,223.98	-	-	59,015.97	(24,035.00)	988,204.95	as of 11/12/2026
	Totals	3,849,422.04	(3,652,287.29)	61,542.22	(27,355.22)		

Poitras East
Community Development District

Monthly Landscape Report

TASK SERVICE REPORT

Poitras East CDD

United States

ASSET DETAILS

Asset

Asset Address

TASK NO. 95804

Service Date	10/20/2026
Service Time	8:00:00AM
Task Type	Site Walk
Technician	Pete Fussell
Actions Taken	

CUSTOMER SITE WALK REPORT

Inspection Summary

EXECUTIVE SUMMARY

Landscape maintenance operations throughout the Poitras East Community Development District during October focused on seasonal turf management, ornamental bed maintenance, landscape presentation, and preparation for the fall and winter growing season. The maintenance program transitioned to a biweekly mowing schedule consistent with reduced seasonal turf growth. During non-mowing weeks, maintenance resources were directed toward detailed landscape services, weed management, and seasonal improvement activities. Fall landscape enhancements included refreshing planting bed soil, installing seasonal annuals, and completing granular fertilizer applications across maintained turf areas. Continued attention will be directed toward ornamental grass maintenance, irrigation performance, plant health, and identifying opportunities to improve landscape uniformity throughout the District.

OBSERVATIONS / FINDINGS

Turfgrass Maintenance - The mowing schedule was adjusted to biweekly service intervals as turfgrass growth rates began to moderate. Routine edging, string trimming, and blowing remain important components of the maintenance program, particularly along sidewalks, curbs, roadway corridors, and landscaped common areas. Fall granular fertilizer applications were completed on maintained turf areas. The effectiveness of these applications will be evaluated during subsequent inspections, with attention to turf density, color, nutrient response, and localized stress. Ornamental Plants and Landscape Beds - Planting beds were refreshed with soil in preparation for seasonal annual installations. Fall and holiday annuals were installed to improve seasonal color and visual appeal. Ongoing maintenance priorities include selective pruning, weed removal, bed definition, and monitoring ornamental shrubs for nutrient deficiencies, insect activity, and declining plant material. Ornamental Grasses Maintenance activities were initiated on Fakahatchee grass, with additional attention recommended for removing accumulated dead foliage, maintaining plant separation, and preserving appropriate clearance along pedestrian and vehicular corridors. Irrigation Management - Irrigation system performance remains a priority as the District transitions into cooler weather and lower seasonal evapotranspiration rates. Irrigation inspections should evaluate controller programming, operating pressures, sprinkler coverage, clogged or damaged components, and potential overspray onto pavement. Any deficiencies identified in the October irrigation inspection reports should be incorporated into the corrective maintenance schedule.

AREAS OF CONCERN

Seasonal Turf Transition - Reduced turf growth during the fall season requires adjustments to mowing frequency and irrigation scheduling. Excessive irrigation or unnecessary mowing can contribute to turf stress, increased weed pressure, and declining turf quality. Landscape Bed Weed Control - Continued weed management is necessary to maintain the appearance of ornamental planting beds, especially following soil preparation and seasonal annual installations. Attention should be given to bed edges, plant bases, and open areas where weed establishment may occur. Ornamental Grass Maintenance - Fakahatchee grass maintenance should continue where necessary to address excessive growth, accumulated dead foliage, and potential

encroachment into sidewalks, curbs, or roadway sightlines. Irrigation System Performance - Irrigation deficiencies, including improper coverage, excessive watering, and damaged components, can negatively affect turf and ornamental plant health. Inspection findings and outstanding repairs will be reviewed to establish priorities and confirm corrective action.

RECOMMENDED ACTIONS

The following maintenance and improvement measures are recommended to preserve landscape quality and support the District's long-term landscape management objectives. Continue seasonal turf management: Maintain biweekly mowing where growth conditions warrant, with adjustments based on actual turf growth, rainfall, and landscape appearance. Complete ornamental grass maintenance: Continue Fakahatchee grass maintenance where required, using appropriate horticultural pruning practices to avoid unnecessary damage. Evaluate irrigation efficiency: Review irrigation inspection findings and adjust watering schedules according to seasonal plant requirements and observed soil moisture conditions. Identify landscape enhancement opportunities: Evaluate areas with declining shrubs, inconsistent plant coverage, or aging landscape material for potential renovation or replacement. Monitor fertilizer response: Evaluate turf color, density, and overall plant response following October's granular fertilizer applications.

ADDITIONAL NOTES

As the District moves into November, landscape maintenance efforts will continue to emphasize seasonal adjustments, detailed property presentation, and proactive management of turfgrass and ornamental plant material. Routine mowing, edging, trimming, pruning, and weed management will continue according to seasonal growth conditions and contractual requirements. Additional attention will be directed toward maintaining newly installed annuals, completing ornamental grass maintenance, and monitoring landscape conditions as temperatures decline. Irrigation scheduling will be reviewed to accommodate reduced water requirements, while identified system deficiencies will be prioritized for repair. Landscape enhancement opportunities, including plant replacements, landscape bed improvements, and other corrective measures, will be evaluated. Recommendations requiring additional expenditures will be prepared for District management review and Board approval as applicable.


35




YIELD




35



CEPRA LANDSCAPE

Irrigation Maintenance & Inspection

2026 Field Inspection Report

PROPERTY NAME / CONTROLLER NAME	INSPECTION DATE	TECHNICIAN NAME	CONTROLLER MAKE & MODEL
Poitras CDD (67)	Oct 26, 2026 3:32:00 PM EDT	Dino Porcella (dino.porcella)	Rainbird ESP-LXME2

SYSTEM STATUS

CLOCK STATUS

- ■ Operational
- ☐ Not Operational
- ☐ Screen is Bad
- ☐ Turn Dials Not Operational
- ☐ Buttons Not Operational
- ☐ Bug Infestation
- ☐ Door Does Not Lock
- ☐ Missing or Damaged Door

CLOCK COMMENTS

WEATHER SENSOR

- ■ Operational
- ☐ Not Operational
- ☐ Weather Station Controlled
- ☐ Installation is in an Incorrect Location
- ☐ Needs Wireless Rain Sensor Device
- ☐ Rain Sensor is ON
- ☐ Rain Sensor is OFF

POC INFORMATION

MAINLINE BREAK?

MAINLINE BREAK PHOTO

N/A

PUMP TYPE

- ■ Pressurized
- ☐ Pump Start
- ☐ Centrifugal
- ☐ Submersible
- ☐ VFD Drive

PUMP STATUS

- ■ Operational
- ☐ Not Operational
- ☐ Pressure Gauge Not Operational
- ☐ Bug Infestation of Control Box
- ☐ Bug Infestation of Pressure Switch
- ☐ Leaks or Drips in System
- ☐ Control Box is in Poor Condition
- ☐ Exposed Electrical Parts
- ☐ Pressure Tank Will Not Maintain Correct Pressure
- ☐ Bladder is Waterlogged
- ☐ Ohms are Not in Proper Range
- ☐ Amperage of Motor is Not in Range
- ☐ Pressure Relief Valve is Not Operational
- ☐ Pressure Switch is Not Operational

PROGRAM INFORMATION

	Program A	Program B	Program C	Program D	Program E	Program F
Start Time	9:00 PM					
Seasonal Adjust						
Run Days	Monday, Wednesday, Saturday					

ADDITIONAL COMMENTS

Repairs/Faults and Upgrades cells: **repaired** (left) / **not repaired** (right). – = none in that zone.

ZONE INFORMATION — ZONES 2 AND 3–NAN

Item / Zone →	2 and 3	1	5 to 8	9	10 to 12	13	14 to 22	18	19	20	21	22
Zone Type	Sprays	Sprays	Sprays	Drip	–	Rotors	Sprays	Rotors				
Prog A Run Time	20 min	15 min	20 min	15 min	20 min	10 min	20 min	20 min				
Prog B Run Time	–	–	–	–	–	–	–	–				
Prog C Run Time	–	–	–	–	–	–	–	–				
Prog D Run Time	–	–	–	–	–	–	–	–				
Prog E Run Time	–	–	–	–	–	–	–	–				
Prog F Run Time	–	–	–	–	–	–	–	–				
Primary Plant Material	–	–	–	–	–	–	–	–				
Secondary Plant Material	–	–	–	–	–	–	–	–				
Third Plant Material	–	–	–	–	–	–	–	–				
MAINTENANCE ITEMS												
Adjust Arc / Radius	–	–	–	–	–	–	–	–				
Unclog Nozzle	–	–	–	–	–	–	–	–				
Straighten Head	–	–	–	–	–	–	–	–				
Misc Repair	–	–	–	–	–	–	–	–				
REPAIRS & FAULTS												
Faults on Zone	–	–	–	–	–	–	–	–				
Rain Sensor	–	–	–	–	–	–	–	–				
Raise Head in Turf	–	–	–	–	–	–	–	–				
Lower Head in Turf	–	–	–	–	–	–	–	–				
Microjet Nozzle	–	–	–	–	–	–	–	–				
Broken Nozzle	–	–	–	–	–	–	–	–				
Broken MP Rotator	–	–	–	–	–	–	–	–				
Broken Riser	–	–	–	–	–	–	–	–				
Broken Tree Bubbler	–	–	–	–	–	–	–	–				
Broken SQQTR Nozzle	–	–	–	–	–	–	–	–				
Broken 6" Spray Head	–	–	–	–	–	–	–	–				
Broken 12" Spray Head	–	–	–	–	–	–	–	–				
Broken 6" Rotor	–	–	–	–	–	–	–	**2** | **0**				
Broken 12" Rotor	–	–	–	–	–	–	–	–				
Leaking 6" Spray Head	–	–	–	–	–	–	–	–				
Leaking 12" Spray Head	–	–	–	–	–	–	–	–				
Leaking 6" Rotor	–	–	–	–	–	–	–	–				
Leaking 12" Rotor	–	–	–	–	–	–	–	–				
Broken Drip Line	–	–	–	–	–	–	–	–				
Broken Lateral Line	–	–	–	–	–	–	–	–				
Solenoid	–	–	–	–	–	–	–	–				
Broken Valve	–	–	–	–	–	–	–	–				
Broken Valve Box	–	–	–	–	–	–	–	–				
UPGRADES												
Add 6" Spray Head <10'	–	–	–	–	–	–	–	–				
Add 12" Spray Head <10'	–	–	–	–	–	–	–	–				
Add 6" Rotor <10'	–	–	–	–	–	–	–	–				
Add 12" Rotor <10'	–	–	–	–	–	–	–	–				
Add Tree Bubbler	–	–	–	–	–	–	–	–				
Relocate Head	–	–	–	–	–	–	–	–				
Shrub Riser/Exist. Nozzle	–	–	–	–	–	–	–	–				
Shrub Riser/New Nozzle	–	–	–	–	–	–	–	–				
4" to 6" Spray Head	–	–	–	–	–	–	–	–				
6" to 12" Spray Head	–	–	–	–	–	–	–	–				
Battery Pack	–	–	–	–	–	–	–	–				
Battery Pack RSD	–	–	–	–	–	–	–	–				
Other	–	–	–	–	–	–	–	–				
ZONE COMMENTS												
Comments	–	–	–	–	–	–	–	–				

Left = repaired on-site **Right** = not repaired – = none in that zone

CEPRA LANDSCAPE

Irrigation Maintenance & Inspection

2026 Field Inspection Report

PROPERTY NAME / CONTROLLER NAME	INSPECTION DATE	TECHNICIAN NAME	CONTROLLER MAKE & MODEL
Poitras CDD (67)	Oct 26, 2026 3:32:00 PM EDT	Dino Porcella (dino.porcella)	Rainbird ESP-LXME2

INSPECTION SUMMARY — ALL ZONES

68
TOTAL BROKEN ITEMS

68
REPAIRED ON-SITE

0
STILL NEEDS REPAIR

REPAIRS & FAULTS

Item	Broken	Repaired	Needs Repair
Broken Nozzle	50	50	
Broken 6" Spray Head	10	10	
Broken 12" Spray Head	5	5	
Broken 6" Rotor	2	2	
Broken Lateral Line	1	1	

MAINTENANCE PERFORMED

No maintenance recorded.

UPGRADES

Item	Repaired	Not Repaired
No upgrades recorded.		

ZONE COMMENTS

No zone comments recorded.

DOCUMENTATION PHOTOS

No documentation photos submitted.

TECHNICIAN SIGNATURE



Dino Porcella (dino.porcella)

ACCOUNT MANAGER REVIEW

Date / Signature