



UNION PARK EAST

COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Date/Time:
Wednesday
June 25, 2025
6:30 p.m.

Location:
Fairfield Inn & Suites
2650 Lajuana Blvd.,
Wesley Chapel, FL 33543

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.



COMMUNITY DEVELOPMENT DISTRICT

c/o Vesta District Services

250 International Parkway, Suite 208

Lake Mary, FL 32746

321-263-0132

Board of Supervisors

Union Park East Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Union Park East Community Development District is scheduled for **Wednesday, June 25, 2025 at 6:30 p.m.** at **Fairfield Inn & Suites – 2650 Lajuana Blvd., Wesley Chapel, FL 33543.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact the District Manager at (321) 263-0132 X 536 or hbeckett@vestapropertyservices.com. We look forward to seeing you at the meeting.

Sincerely,

Heath Beckett

Heath Beckett
District Manager

Cc: Attorney
Engineer
District Records



UNION PARK EAST

COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Wednesday, June 25, 2025

Time: 6:30 p.m.

Location: Fairfield Inn & Suites

2650 Lajuana Blvd.

Wesley Chapel, FL 33543

[Join via Computer or Mobile App](#)

Dial-in Number: 1-904-348-0776

Phone Conference ID: 684 257 747#

(Mute/Unmute: *6)

(Raise/Lower Hand: *5)

Regular Meeting Agenda

The full draft agenda packet will be posted to the CDD website under [District Documents](#) when it becomes available, or it may be requested no earlier than 7 days prior to the meeting date by emailing sconley@vestapropertyservices.com

I. Roll Call

Wendy Perez (1)

Vincent Pacifico (2-C)

Michelle Diman (3)

Richard Ramirez (4)

Gerard Bianchi (5-VC)

II. Audience Comments – Agenda Items (Limited to 3 Minutes Per Person)

III. Reports

A. District Engineer - [Stantec](#)

B. Aquatic Maintenance – [Blue Water Aquatics](#)

[Exhibit 1](#)

C. Landscape Maintenance – [Floralawn](#)

[Exhibit 2](#)

1. Consideration of Floralawn Proposals

D. District Counsel – [Kilinski Van Wyk](#)

E. District Manager – [Vesta District Services](#)

1. Consideration of Catherine ProCleaners LLC Proposal for Amenity Center Janitorial Services - \$20,800.00/yr

[Exhibit 3](#)

2. Update on Pool Monitor Recruitment

3. Update on Street Sign Replacements



IV. Consent Agenda

- A. Acceptance of the Minutes of the Board of Supervisors Budget Workshop Held May 28, 2025 *As Amended (See Lines 31-35 and 47-53)* [Exhibit 4](#)
- B. Approval of the Minutes of the Board of Supervisors Regular Meeting Held May 28, 2025 *As Amended (See Lines 75 and 79)* [Exhibit 5](#)
- C. Acceptance of the May 2025 Unaudited Financial Report [Exhibit 6](#)
- D. Ratification of Vesta District Services District Management Services Agreement [Exhibit 7](#)
- E. Ratification of **Amended Resolution 2025-13, Designating Signatories** [Exhibit 8](#)

V. Security Matters

- A. **Closed Session** *(No Action Will Be Taken During the Closed Session)*
 - 1. Discussion on District's Security Matters *Under Separate Cover*
- B. Consideration of Action Relating to Security Matters
 - 1. Consideration of FTI Monitoring & Patrol Proposal

VI. Supervisor Requests

VII. Audience Comments – *Non-Agenda Items/New Business (Limited to 3 Minutes Per Person)*

VIII. Next Meeting Quorum Check

**Wednesday, July 23, 2025
at 6:30 p.m.**

Fairfield Inn & Suites Tampa Wesley Chapel
2650 Lajuana Boulevard
Wesley Chapel, FL 33543

	In Person	Virtually	Not
Wendy Perez			
Vincent Pacifico			
Michelle Diman			
Richard Ramirez			
Gerard Bianchi			

IX. Action Items Summary *(To be Included in the Meeting Minutes)*

X. Adjournment



UNION PARK EAST
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 1



Chris Thompson

Blue Water Aquatics, Inc.

Jun 18, 2025 | 31 Photos



Union Park East CDD

Monthly Aquatics Report

June

June's frequent storms and rising rainfall totals are exactly why stormwater ponds exist—to protect against flooding and filter runoff. These interconnected systems require significant ongoing maintenance: vegetation management, clearing debris, managing sedimentation/erosion, and inspecting control structures. Staying proactive now keeps stormwater systems resilient throughout the rainy season.

Rainfall Summary

- So far in June (through June 8): Only about 0.57 inches, which is approximately 8% of the historical average (~7.5 inches) www5.swfwmd.state.fl.us+1easeweather.com+1.
- Year-to-date (Tampa ZIP): Around 15.52 inches, slightly below the typical 16.29 inches by this time raindrop.farm.

Temperatures & Weather Patterns

- Early to mid-June: Daily highs have consistently ranged from 93–95 °F, with lows between 75–78 °F, aligning with the start of Florida's wet season .
- Rainy season onset: June marks the beginning of the summer rainy pattern—afternoon thunderstorms driven by heat and sea breeze convergence .

Recent Trends & Forecast

- Although rainfall has been unusually sparse early in the month, forecast models indicate increasing chances of scattered afternoon storms, likely boosting rainfall totals as June progresses .
- Weather is trending toward the traditional pattern: hot, humid days punctuated by brief, heavy showers in the afternoons .





Pond Map

Project: Union Park East CDD
Date: Aug 22, 2024, 7:16 PM
Creator: Chris Thompson



O-P1

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD
Date: Jun 16, 2025, 4:41 PM
Creator: Chris Thompson



O

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD
Date: Jun 16, 2025, 4:41 PM
Creator: Chris Thompson



4



P1

Excessive grass clipping may lead to algae blooms.

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:42 PM

Creator: Chris Thompson

5



P1

Excessive grass clippings may lead to algae.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:42 PM

Creator: Chris Thompson

6



P2

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:43 PM

Creator: Chris Thompson



N

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD
Date: Jun 16, 2025, 4:44 PM
Creator: Chris Thompson



SP10

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD
Date: Jun 16, 2025, 4:45 PM
Creator: Chris Thompson



M

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD
Date: Jun 16, 2025, 4:46 PM
Creator: Chris Thompson



10



Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD
Date: Jun 16, 2025, 4:46 PM
Creator: Chris Thompson

L

11



Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD
Date: Jun 16, 2025, 4:47 PM
Creator: Chris Thompson

I

12



Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD
Date: Jun 16, 2025, 4:47 PM
Creator: Chris Thompson

J





K

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD
Date: Jun 16, 2025, 4:48 PM
Creator: Chris Thompson



H

Treated:

- Grasses
- Brush
- Trash

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD
Date: Jun 16, 2025, 4:49 PM
Creator: Chris Thompson



G

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD
Date: Jun 16, 2025, 4:49 PM
Creator: Chris Thompson



16



Walk Bridge

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:50 PM

Creator: Chris Thompson

17



E1

Treated:

- Grasses
- Brush
- Trash

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:50 PM

Creator: Chris Thompson

18



E

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:51 PM

Creator: Chris Thompson

19



D

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:53 PM

Creator: Chris Thompson

20



SP1

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:53 PM

Creator: Chris Thompson

21



C2

Treated:

- Grasses
- Brush
- Algae
- Floating

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:54 PM

Creator: Chris Thompson

22



D1-7F

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:55 PM

Creator: Chris Thompson

23



D1

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:55 PM

Creator: Chris Thompson

24



7F

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:55 PM

Creator: Chris Thompson

25



Q

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:56 PM

Creator: Chris Thompson

26



C1

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:57 PM

Creator: Chris Thompson

27



Q1

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:58 PM

Creator: Chris Thompson

28



B

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:58 PM

Creator: Chris Thompson

29



SP1A-SP1B

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:59 PM

Creator: Chris Thompson

30



C

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD

Date: Jun 16, 2025, 4:59 PM

Creator: Chris Thompson



C

Project: Union Park East CDD
Date: Jun 16, 2025, 5:00 PM
Creator: Chris Thompson





Aquatic Services Report

Technician

Randy Mitchell

Job Details

Service Date	6/2/2025
Customer	Union Park East CDD
Weather Conditions	Partly Cloudy
Wind	ESE 6mph
Temperature	89
Multiple Sites Treated	Yes



Ponds Treated Information

Repeatable - 1 Count

1 of 1

Pond Numbers	SP1 A, SP1 B, C, C1, E1, G, H, I, J, K, L, M, SP10
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Grasses
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Extremely Low
Restrictions	None
Observations/Recommendations	Treated sites for invasive vegetation growth as needed to





Aquatic Services Report

Technician

Doug Fitzhenry

Job Details

Service Date	6/2/2025
Customer	Union Park East CDD
Weather Conditions	Sunny
Wind	2sw
Temperature	87
Multiple Sites Treated	Yes



Ponds Treated Information

Repeatable - 2 Count

1 of 2

Pond Numbers	Sp1b c b q1 q c2 d1 7f d sp1 l jm ssp10. l g n o p1 p2
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Grasses
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Low
Restrictions	None
Observations/Recommendations	Sites treated for invasive growth

2 of 2

Pond Numbers	Q1 7f
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Algae <input checked="" type="checkbox"/> Submersed
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Low





Aquatic Services Report

Restrictions

None

Observations/Recommendations

Sites treated for algae and niad





Aquatic Services Report

Technician

Randy Mitchell

Job Details

Service Date	6/16/2025
Customer	Union Park East CDD
Weather Conditions	Cloudy
Wind	SSE 6mph
Temperature	83
Multiple Sites Treated	Yes



Ponds Treated Information

Repeatable - 1 Count

1 of 1

Pond Numbers	C, C1, E1, H, K, L
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Grasses
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Normal
Restrictions	None
Observations/Recommendations	Treated sites for invasive vegetation growth as needed





Aquatic Services Report

Technician

Doug Fitzhenry

Job Details

Service Date	6/16/2025
Customer	Union Park East CDD
Weather Conditions	Partly Cloudy
Wind	1se
Temperature	80
Multiple Sites Treated	Yes



Ponds Treated Information

Repeatable - 2 Count

1 of 2

Pond Numbers	Sp1b c b q1 q c2 d1 7f d sp1 l jm ssp10. l g n o p1 p2
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Grasses
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Low
Restrictions	None
Observations/Recommendations	Sites treated for invasive growth

2 of 2

Pond Numbers	Q1 c2 7f
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Algae
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Low
Restrictions	None





Blue Water Aquatics, Inc.

Aquatic & Environmental Services

5119 State Road 54 New Port Richey, FL 34652
(727)842-2100 www.BluewaterAquaticsinc.com

Page 2 of 2

Wednesday, June 18, 2025

1:44:10 PM

Aquatic Services Report

Observations/Recommendations

Sites treated for algae





UNION PARK EAST
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 2





Casey Hellman
Floralawn

FIELD REPORT

Thursday, 12 June 2025

Prepared For Union Park East



REPORT

1. General Site Condition

Following recent rainfall, it has improved the overall landscape appearance. Conditions have shown notable improvement. The green coloration has begun to return across affected areas, and the trees are visibly healthier, closely resembling their pre-drought state. There are still some areas of turf that need attention. We are treating you accordingly.

2. Current Observations

The turf and foliage across the property are responding positively to the combined impact of natural rainfall.

3. Weed & Turf Coverage

Some invasive grass species have been observed in the area. We have since sent out a team to do a weed retreat. However, the weeds appear to fall outside the scope of the current maintenance program and may not be controlled by standard service applications. But we are trying to find something that works.

Action Taken: A weed-specific treatment will be scheduled as a complimentary service, at no additional charge.

This has been done, we will have to wait and see if the invasive grasses will be affected by what was applied.





UNION PARK EAST
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 3



Catherinne ProCleaners

... Residential-Commercial!



CLEANING AMENITY CENTER PROPOSAL

Prepared for

UNION PARK EAST CDD

Prepared by

Catherinne Bustamante

Owner-Manager

813.838.7423

Catherinneprocleaners@gmail.com

June 07, 2025

Your Satisfaction is Guaranteed!



Service Proposal

Catherinne ProCleaners LLC *Commercial & Residential Cleaning Services*

ABOUT US

Catherinne ProCleaners LLC is a trusted provider of high-quality commercial and residential cleaning services in Tampa Bay, Florida. We specialize in servicing small to mid-sized offices and facilities throughout the area. Our team is thoroughly trained and committed to delivering exceptional results tailored to each client's unique cleaning needs.

JANITORIAL SERVICES

At Catherinne ProCleaners LLC, our experienced cleaning team offers high-quality janitorial services customized to meet your business needs. The following services are included:

RESTROOMS

- • Toilets and Urinals: Clean and sanitize
- • Sinks, Counters, and Mirrors: Clean and sanitize
- • Floors and Drains: Sweep, mop, and clean
- • Walls, Partitions, and Doors: Dust, clean, and sanitize
- • Trash Bins: Empty, clean, and reline
- • Supplies: Refill and restock
- • Additional Services: Upon request



POOL AREA

- • Trash Bins: Empty, clean, and reline
- • Doors and Door Handles: Clean and sanitize
- • Pool Deck/Surrounding Area: Pick up trash and sweep
- • Pool Furniture: Clean and return to proper placement
- • Fans and Lights: Dust and clean
- • Additional Services: Upon request

PRICING

Season	Frequency	Daily Rate	Days	Total
SUMMER (May – Nov)	7 days/week	\$65	210	\$13,650
WINTER (Dec – April)	5 days/week	\$65	110	\$7,150
				\$20,800

ADDITIONAL SERVICE

- Pressure Washing Service
- Grout Cleaning Service
- Upholstery Cleaning Service
- Interior and Exterior Window Cleaning Service
- Shampoo Carpet Cleaning
- Steam Cleaning Service



TERMS AND CONDITIONS

1. Payment

Service costs will be calculated on a weekly basis and must be paid by check, made payable to **Catherinne ProCleaners LLC**. An invoice will be issued monthly for the services rendered.

2. Term & Termination

Catherinne ProCleaners LLC agrees to provide the agreed-upon services for a duration of one (1) year, starting from the designated commencement date. The client may terminate this agreement at any time by providing written notice at least thirty (30) days in advance.

3. Damage & Loss

Catherinne ProCleaners LLC shall be held liable for any damages or losses sustained by the client, only if a formal investigation determines that such damages were caused by the company's negligence or misconduct.

4. Confidentiality

This proposal and all related documents are considered confidential and may not be disclosed to unauthorized third parties without prior written consent from **Catherinne ProCleaners LLC**.

Catherinne Bustamante
Owner - Catherinne ProCleaners





UNION PARK EAST
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 4



1 MINUTES OF MEETING

2 UNION PARK EAST

3 COMMUNITY DEVELOPMENT DISTRICT

4 The Budget Workshop of the Board of Supervisors of the Union Park East Community
5 Development District was held on Wednesday, May 28, 2025 at 5:30 p.m. at Fairfield Inn & Suites 2650
6 Lajuana Boulevard, Wesley Chapel, FL 33543.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Present were:

9 Vincent Pacifico	Board Supervisor, Chairman
10 Gerard Bianchi (<i>via zoom</i>)	Board Supervisor, Vice Chairman
11 Wendy Perez	Board Supervisor, Assistant Secretary
12 Richard Ramirez	Board Supervisor, Assistant Secretary
13 Michelle Diman	Board Supervisor, Assistant Secretary
14 Andy Mendenhall	Kai, District Manager
15 Michael Sakellaride	Kai, Field Manager
16 Meredith Hammock (<i>via zoom</i>)	Kilinski Van Wyk, District Counsel
17 Savannah Hancock	Kilinski Van Wyk, District Counsel
18 Brandy Marshal	JCS Security
19 Phil Chang	BGE Inc.
20 Brad Foran	Lighthouse Engineering

21 *The following is a summary of the discussions at the May 28, 2025 Union Park East CDD Board of*
22 *Supervisors Budget Workshop.*

23 **SECOND ORDER OF BUSINESS – Audience Comments–** (*limited to 3 minutes per individual on*
24 *agenda items*)

25 There being none, the next item followed.

26 **THIRD ORDER OF BUSINESS – Business Items**

27 A. Exhibit 1: Presentation of Preliminary Proposed FY 2026 Budget

28 Mr. Mendenhall noted a budget increase, requiring a resident notification letter with clear
29 explanations. The budget was reviewed line by line, welcomed feedback, and would
30 share notes with the accountant, and assessments department. The board needed to
31 approve ~~the a~~ preliminary budget by June 15 and adopt a resolution to set a public
32 hearing, ~~with no increase allowed to the total budget afterward~~ after which the total
33 budget cannot be increased.

34 No changes were ~~needed in~~ made to the presented FY 2026 proposed budget for the
35 following line items: supervisors compensation, payroll taxes, payroll processing, bank
36 fees, auditing services, insurance, regulatory and permit fees, legal advertisements,
37 engineering services, legal services (general), legal services (litigation), website hosting,
38 administrative contingency, trustee fees, arbitrage, streetpole lighting, electricity
39 (irrigation and pond pumps), landscaping maintenance, landscaping maintenance –
40 phases 7 & 8 which was reclassified as landscape enhancement, irrigation maintenance,
41 rust control, physical environment contingency, increase in operating reserves, increase
42 in asset reserves, pool service contract, pool permit, amenity center cleaning and
43 maintenance, amenity center internet, amenity center electricity, amenity center water,
44 amenity center pest control, refuse service, landscape maintenance – infill, security
45 monitoring, community events and decorations, and miscellaneous amenity center repairs
46 and contingency.

The following line item revisions were made to the presented FY 2026 proposed budget ~~included changes to the following items~~: management consulting services ~~that~~ was reduced to \$42,000.00, dissemination agent was reduced to \$5,000.00, comprehensive field tech services was reduced to \$16,000.00, fountain maintenance was raised to \$9,400.00, pet waste removal was raised to \$14,000.00, pool maintenance & repairs was reduced to \$5,000.00, amenity management was reduced to \$7,000.00, and pool monitors was were raised to \$45,760. Pond Maintenance was divided into two separate budget lines. The first line remained labeled as Pond Maintenance, retaining the amount of \$23,580.00 in accordance with the Blue Aquatics contract. The remaining balance of \$16,420.00 was reallocated to a new line item titled Stormwater Maintenance.

FOURTH ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual)

There being none, the next item followed.

FIFTH ORDER OF BUSINESS – Adjournment

Mr. Mendenhall asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. Pacifico made a motion to adjourn the meeting.

On a MOTION by Mr. Pacifico, SECONDED by Ms. Diman, WITH ALL IN FAVOR, the Board **adjourned the meeting**, for the Union Park East Community Development District.

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

Meeting minutes were accepted at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on June 25, 2025.

Signature

Signature

Printed Name

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman



UNION PARK EAST
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 5



i. Exhibit 1: Field Report dated May 2025

There being no questions, the next item followed.

D. Aquatics Report – *Blue Water Aquatics*

i. Exhibit 2: Blue Water Aquatics Monthly Report Dated April 25, 2025

1. Service Report conducted on April 2, 2025

2. Service Report conducted on April 11, 2025

3. Service Report conducted on April 14, 2025

There being no questions, the next item followed.

E. District Manager

i. Consideration for Adoption

1. Exhibit 3: Resolution 2025-10, Appointing District Manager and
Fixing Compensation

➤ Exhibit A: District Management Fee Agreement

On a MOTION by Mr. Pacifico, SECONDED by Mr. Ramirez , WITH ALL IN FAVOR, the Board **adopted Resolution 2025-10 Appointing District Manager and Fixing Compensation**, for the Union Park East Community Development District.

2. Exhibit 4: Resolution 2025-11, Designating a Registered Agent
and Office

On a MOTION by Ms. Diman, SECONDED by Ms. Perez, WITH ALL IN FAVOR, the Board **adopted Resolution 2025-11 Designating a Registered Agent and Office**, for the Union Park East Community Development District.

3. Exhibit 5: Resolution 2025-12, Designating Officers

On a MOTION by Mr. Pacifico, SECONDED by Mr. Ramirez, WITH ALL IN FAVOR, the Board **adopted Resolution 2025-12 Designating Officer**, for the Union Park East Community Development District.

4. Exhibit 6: Resolution 2025-13, Designating Bank Signatories

On a MOTION by Mr. Pacifico, SECONDED by Mr. Ramirez, WITH ALL IN FAVOR, the Board **adopted Resolution 2025-13 Designating Bank Signatories**, for the Union Park East Community Development District.

5. Resolution 2025-14, Approving FY 2026 Budget and Setting
Public Hearing

➤ Exhibit 7: *No assessment increase*

➤ Exhibit 8: *With assessment increase*



On a MOTION by Mr. Pacifico, SECONDED by Ms. Diman, WITH ALL IN FAVOR, the Board **adopted Resolution 2025-14 Approving FY 2026 Budget with assessment increase and Setting Public Hearing**, for the Union Park East Community Development District.

ii. Exhibit 9: Ratification for Approval - Cooper Pools Estimate - \$3,850.00

On a MOTION by Mr. Pacifico, SECONDED by Ms. Ramirez, WITH ALL IN FAVOR, the Board **approved ratified Cooper Pools Estimate in the amount of \$3,850.00**, for the Union Park East Community Development District.

iii. Discussion of Request for Qualifications for District Engineering Services

1. Exhibit 10: Affidavit of Publication - April 18, 2025

2. Consideration of Proposals

➤ Exhibit 11: BGE Inc.

➤ Exhibit 12: Lighthouse Engineering

➤ Walk-on Item: Alliant Engineering

Three companies provided background presentations to the Board. Each company outlined its core business operations, key achievements, and strategic objectives. The Board of Supervisors held a discussion regarding the selection of an engineering firm. After reviewing options and deliberating, the Board made a motion to terminate the existing agreement with Stantec.

On a MOTION by Mr. Pacifico, SECONDED by Ms. Perez, WITH ALL IN FAVOR, the Board **approved the Termination of Agreement with Stantec Engineering**, for the Union Park East Community Development District.

A motion was made to rank the proposers as follows: 1) Lighthouse Engineering, 2) BGE Inc., 3) Alliance Engineering, and to begin negotiations with Lighthouse Engineering.

On a MOTION by Mr. Pacifico, SECONDED by Ms. Diman, WITH ALL IN FAVOR, the Board **approved the Ranking of Proposers as follows: 1) Lighthouse Engineering, 2) BGE Inc., 3) Alliant Engineering, and to begin negotiations with Lighthouse Engineering and if unsuccessful proceed in order of ranking**, for the Union Park East Community Development District.

FOURTH ORDER OF BUSINESS – Consent Agenda

A. Exhibit 13: Acceptance of the April 2025 Unaudited Financial Statement

B. Exhibit 14: Acceptance of Annual Arbitrage Report

C. Exhibit 15: Consideration for Approval - The Minutes of the Board of Supervisors Regular Meeting Held on April 23, 2025

- 108 D. Exhibit 16: Consideration for Approval - The Minutes of the Board of Supervisors
109 Continued Regular Meeting Held on May 1, 2025

110 On a MOTION by Mr. Pacifico, SECONDED by Mr. Ramirez, WITH ALL IN FAVOR, the Board
111 **approved Items A-D of the Consent Agenda**, for the Union Park East Community Development
112 District.

113 **FIFTH ORDER OF BUSINESS – Audience Comments - – (limited to 3 minutes per individual)**

114 A resident expressed frustration over the ongoing delay in installing street signs,
115 questioning why it has been so difficult. They contacted Pasco County, who said the county
116 has no authority over the streets, yet a new “No Outlet” sign recently appeared on CDD
117 property, the resident asked who installed it and why other needed signs haven’t been
118 addressed, also noting a lack of response to their emails.

119 A resident asked about the sign behind the gate, referencing it as part of the previously
120 discussed 14 signs. Mr. Pacifico clarified that the sign had to be fixed because it is one of
121 the CDD’s white signs.

122 A resident raised concern about street signs lying on the ground, noting that children have
123 been seen playing with them in the mornings. They suggested collecting and storing the
124 signs to prevent potential injuries and liability for the district.

125 **SIXTH ORDER OF BUSINESS – Staff Reports**

- 126 A. District Manager

127 Mr. Mendenhall agreed to send a letter to the county for clarity on street sign
128 responsibilities, requesting a summary from Mr. Sakellarides of areas believed to
129 be under. Also Bridge installer will come by Friday to review the problem.

- 130 B. District Attorney

131 There being no questions, the next item followed.

- 132 C. District Engineer

133 There being no questions, the next item followed.

134 **SEVENTH ORDER OF BUSINESS – Supervisors Requests**

135 Ms. Perez requested that the list of problematic vendors be shared with the new
136 management company to avoid future issues. The supervisor also asked about the internet
137 issue at the clubhouse. Mr. Sakellarides responded that, despite the provider claiming
138 everything looks fine on their end, the internet is still not working. He has requested a
139 different technician to come back out and investigate further.

140 Ms. Perez raised multiple maintenance issues: the pool gate still hadn’t been fixed, the
141 patio exit button was malfunctioning, and the clubhouse entrance arm was broken again.
142 They noted the front doors don’t close properly due to overextension during events. Mr.
143 Sakellarides said he submitted a new request for the gate picket, will follow up on the exit
144 button with a full replacement, and is adding the door and arm issues to the maintenance
145 list.

EIGHTH ORDER OF BUSINESS – Close Regular Meeting

A motion was made to close the regular meeting.

On a MOTION by Mr. Pacifico, SECONDED by Mr. Ramirez, WITH ALL IN FAVOR, the Board **approved to close the regular meeting**, for the Union Park East Community Development District.

A motion was made to open Private Discussion.

On a MOTION by Mr. Pacifico, SECONDED by Mr. Ramirez, WITH ALL IN FAVOR, the Board **approved to open the Private Discussion of Security system**, for the Union Park East Community Development District.

NINTH ORDER OF BUSINESS – Private Discussion of Security System (*Exempt from sunshine and Public Records Law*)

A motion was made to close the Private Discussion.

On a MOTION by Mr. Pacifico, SECONDED by Ms. Diman, WITH ALL IN FAVOR, the Board **approved to close the Private Discussion of Security system**, for the Union Park East Community Development District.

TENTH ORDER OF BUSINESS – Open Regular Meeting

A motion was made to re-open regular meeting.

On a MOTION by Mr. Pacifico, SECONDED by Mr. Ramirez, WITH ALL IN FAVOR, the Board **approved to re-open the regular meeting**, for the Union Park East Community Development District.

ELEVENTH ORDER OF BUSINESS – Adjournment

Mr. Mendenhall called for the meeting to be adjourned.

On a MOTION by Mr. Pacifico, SECONDED by Mr. Ramirez, WITH ALL IN FAVOR, the Board **adjourned the meeting**, for the Union Park East Community Development District.

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

173 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly**
174 **noticed meeting held on June 25, 2025.**

175 _____
Signature

Signature

176 _____
Printed Name

Printed Name

177 **Title: ☐ Secretary ☐ Assistant Secretary**

Title: ☐ Chairman ☐ Vice Chairman





UNION PARK EAST
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 6



Union Park East Community Development District

Financial Statements
(Unaudited)

Period Ending
May 31, 2025



Union Park East CDD
Balance Sheet
May 31, 2025

8

	General Fund	Debt Service 2017 A1	Debt Service 2019 A1	Debt Service 2019A2	Debt Service 2021	Construction Funds	TOTAL
1 ASSETS:							
2 CASH - OPERATING ACCTS	\$ 565,110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 565,110
3 CASH - RESTRICTED	13,763	-	-	-	-	46,262	60,025
4 MONEY MARKET ACCOUNT-OPERATING	292,795	-	-	-	-	-	292,795
5 MONEY MARKET ACCOUNT-RESERVED	135,228	-	-	-	-	-	135,228
6 INVESTMENTS:							
7 REVENUE TRUST FUND	-	394,789	304,896	35,149	79,062	-	813,895
8 INTEREST FUND	-	-	-	-	1	-	1
9 RESERVE FUND	-	411,200	343,119	53,550	43,493	-	851,362
10 PREPAYMENT FUND	-	275	250	263	100	-	888
11 ACCOUNTS RECEIVABLE	5,008	-	-	-	-	-	5,008
12 ASSESSMENTS RECEIVABLE - ON ROLL	72,557	25,777	21,884	4,660	9,984	-	134,862
13 ASSESSMENTS RECEIVABLE - OFF ROLL	-	-	-	-	-	-	-
14 DUE FROM OTHER FUNDS	-	6,105	5,141	1,107	1,410	-	13,763
15 DEPOSITS	3,360	-	-	-	-	-	3,360
16 PREPAID ITEMS	2,038	-	-	-	-	-	2,038
17 TOTAL ASSETS	\$ 1,089,859	\$ 838,146	\$ 675,290	\$ 94,728	\$ 134,049	\$ 46,262	\$ 2,878,335
18 LIABILITIES:							
19 ACCOUNTS PAYABLE	\$ 40,888	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,888
20 DUE TO OTHER FUNDS	13,763	-	-	-	-	-	13,763
21 ACCRUED EXPENSES	3,900	-	-	-	-	-	3,900
22 DEFERRED REVENUE ON-ROLL	72,557	25,777	21,884	4,660	9,984	-	134,862
							-
23 FUND BALANCE:							
24 NON SPENDABLE	5,398	-	-	-	-	-	5,398
25 ASSIGNED-ASSET RESERVES	178,500	-	-	-	-	-	178,500
26 ASSIGNED-OPERATING RESERVES	100,000	-	-	-	-	-	100,000
27 RESTRICTED	-	812,369	653,406	90,068	124,066	46,262	1,726,171
28 UNASSIGNED	674,853	-	-	-	-	-	674,853
29 TOTAL FUND BALANCE	958,751	812,369	653,406	90,068	124,066	46,262	2,684,922
30 TOTAL LIABILITIES & FUND BALANCE	\$ 1,089,859	\$ 838,146	\$ 675,290	\$ 94,728	\$ 134,049	\$ 46,262	\$ 2,878,335



Union Park East CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 through May 31, 2025

	FY 2025 Adopted Budget	FY 2025 Budget Year-to-Date	FY 2025 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
1 REVENUE				
2 GENERAL FUND REVENUE	\$ 1,163,925	\$ 1,047,533	\$ 1,165,330	\$ 117,797
3 DEVELOPER FUNDING	-	-	-	-
4 LOT CLOSINGS	-	-	-	-
5 INTEREST	-	-	9,758	9,758
6 MISCELLANEOUS REVENUE	-	-	-	-
7 TOTAL REVENUE	\$ 1,163,925	\$ 1,047,533	\$ 1,175,088	\$ 127,555
8 EXPENDITURES				
9 GENERAL ADMINISTRATIVE				
10 SUPERVISORS COMPENSATION	\$ 14,000	\$ 8,167	\$ 6,600	\$ 1,567
11 PAYROLL TAXES	1,071	625	512	113
12 PAYROLL PROCESSING	770	449	400	49
13 MANAGEMENT CONSULTING SERVICES	48,000	28,000	32,000	(4,000)
14 BANK FEES	300	175	-	175
15 AUDITING SERVICES	4,200	2,450	-	2,450
16 TRAVEL PER DIEM	100	58	-	58
17 INSURANCE	33,193	19,363	22,009	(2,646)
18 REGULATORY AND PERMIT FEES	175	175	200	(25)
19 LEGAL ADVERTISEMENTS	2,500	1,458	245	1,213
20 ENGINEERING SERVICES	25,000	14,583	46,055	(31,472)
21 LEGAL SERVICES	50,000	29,167	53,706	(24,539)
26 WEBSITE HOSTING	2,015	1,807	1,848	(42)
27 ADMINISTRATIVE CONTINGENCY (<i>meeting room rental</i>)	5,000	2,917	1,200	1,717
28 TOTAL GENERAL ADMINISTRATIVE	\$ 186,324	109,393	164,775	(55,382)
29 DEBT ADMINISTRATION				
30 DISSEMINATION AGENT	6,500	6,500	6,500	-
31 TRUSTEE FEES	15,085	8,800	10,452	(1,653)
32 ARBITRAGE	1,900	1,108	950	158
33 TOTAL DEBT ADMINISTRATION	\$ 23,485	\$ 16,408	\$ 17,902	\$ (1,494)



Union Park East CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 through May 31, 2025

	FY 2025 Adopted	FY 2025 Budget	FY 2025 Actual	VARIANCE Favorable
34 PHYSICAL ENVIRONMENT				
35 SECURITY	-	-	-	-
36 COMPREHENSIVE FIELD TECH SERVICES	18,000	10,500	12,000	(1,500)
37 FIELD TRAVEL	-	-	-	-
38 STREETPOLE LIGHTING	102,000	59,500	66,530	(7,030)
39 ELECTRICITY (IRRIGATION & POND PUMPS)	32,000	18,667	15,009	3,658
40 LANDSCAPING MAINTENANCE	186,974	109,068	109,945	(877)
41 LANDSCAPING MAINTENANCE - Phases 7 & 8	40,272	23,492	-	23,492
42 IRRIGATION MAINTENANCE	18,000	10,500	8,797	1,703
43 RUST CONTROL	19,200	11,200	12,600	(1,400)
44 PET WASTE REMOVAL	10,000	5,833	6,704	(871)
43 FOUNTAIN MAINTENANCE	9,400	5,483	3,987	1,497
44 POND MAINTENANCE	34,526	20,140	15,720	4,420
45 PHYSICAL ENVIRONMENT CONTINGENCY	50,000	50,000	152,767	(102,767)
44 INCREASE IN OPERATING RESERVES	50,000	50,000	50,000	-
45 INCREASE IN ASSET RESERVES	103,500	103,500	103,500	-
46 TOTAL PHYSICAL ENVIRONMENT	673,872	477,884	557,558	(79,675)
47 AMENITY OPERATIONS				
48 POOL SERVICE CONTRACT	48,000	28,000	31,200	(3,200)
49 POOL MAINTENANCE & REPAIRS	5,000	2,917	8,430	(5,513)
50 POOL PERMIT	275	160	280	(120)
51 AMENITY MANAGEMENT	8,000	4,667	5,333	(667)
52 AMENITY CENTER CLEANING & MAINTENANCE	18,000	10,500	12,420	(1,920)
53 AMENITY CENTER INTERNET	4,224	2,464	2,872	(408)
54 AMENITY CENTER ELECTRICITY	19,200	11,200	11,266	(66)
55 AMENITY CENTER WATER	10,000	5,833	4,106	1,728
56 AMENITY CENTER PEST CONTROL	975	569	600	(31)
57 AMENITY CENTER RUST REMOVAL	-	-	-	-
58 REFUSE SERVICE	2,950	1,721	1,853	(132)
59 LANDSCAPE MAINTENANCE - INFILL	4,000	2,333	-	2,333
60 SECURITY MONITORING	54,434	31,753	34,611	(2,858)
61 POOL MONITORS	35,000	20,417	8,083	12,333
62 COMMUNITY EVENTS & DECORATIONS	25,000	25,000	-	25,000
63 MISC AMENITY CENTER REPAIRS AND CONTINGENCY	45,186	26,359	3,079	23,279
64 TOTAL AMENITY OPERATIONS	280,244	173,892	124,133	49,760
65 OTHER FINANCING SOURCES AND (USES)				
66 TRANSFER IN	-	-	-	-
67 TOTAL OTHER FINANANCING SOURSES AND (USES)	-	-	-	-
68 TOTAL EXPENDITURES	1,163,925	777,577	864,368	(86,791)
69 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	269,955	310,720	
70 FUND BALANCE - BEGINNING			494,531	
71 INCREASE IN RESERVES			153,500	
72 FUND BALANCE - ENDING			\$ 958,751	



Union Park East CDD
Construction Funds
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 through May 31, 2025

	<u>Construction Funds</u>
1 REVENUE	
2 DEVELOPER FUNDING	\$ -
3 INTEREST	1,263
4 MISC. REVENUE	-
5 TOTAL REVENUE	<u>1,263</u>
6 EXPENDITURES	
7 REQUISITION EXPENSE	-
8 TOTAL EXPENDITURES	<u>-</u>
9 OTHER REVENUES/EXPENDITURES	
10 TRANSFERS IN	-
11 TRANSFERS OUT	-
12 TOTAL OTHER REVENUES/EXPENDITURES	<u>-</u>
13 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>1,263</u>
14 FUND BALANCE - BEGINNING	<u>44,999</u>
15 FUND BALANCE - ENDING	<u>\$ 46,262</u>

Union Park East CDD
Cash Reconciliation
May 31, 2025

Book beginning balance	628,279.25
Deposits	3,958.93
Checks	<u>(53,364.93)</u>
Bank ending balance	<u><u>\$ 578,873.25</u></u>

Bank beginning balance	587,257.18
less outstanding checks	<u>(8,383.93)</u>
Deposits in transit	<u>-</u>
Book ending balance	<u><u>\$ 578,873.25</u></u>



UNION PARK EAST
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 7



AGREEMENT FOR DISTRICT MANAGEMENT SERVICES

This Agreement (the “**Agreement**”) is made effective the 23rd day of June 2025 (the “**Effective Date**”), by and between:

UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Pasco County, Florida, with a mailing address of c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the “**District**”); and

VESTA DISTRICT SERVICES with an address of 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the “**Manager**” and, together with the District, 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 (“the “**Act**”), by ordinance adopted in Pasco County, Florida, for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure; and

WHEREAS, the District desires to enter into an agreement with the Manager to provide district management services all as further set forth in **Exhibit A** attached hereto (the “**Services**” or “**District Management Services**”) and Manager has agreed to provide such Services; and

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

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

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. ENGAGEMENT OF SERVICES. The District agrees to engage Manager to provide the Services. This Agreement grants to Manager the right to enter and use District property for the purposes and uses described in this Agreement, and Manager hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

3. PURPOSE; SCOPE OF SERVICES.

a. GENERAL SCOPE OF SERVICES. Manager agrees to provide the Services as set forth in **Exhibit A**, attached hereto and incorporated by

reference herein. The purpose of Agreement for professional district management services is for the Manager to provide professional district management services to the District pursuant to Chapter 190, *Florida Statutes*, as more particularly described herein and in **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the “Services”).

- b. **ADDITIONAL SERVICES.** In addition to the Services described in the Agreement, or in any addendum executed between the parties, the District may, from time to time, require additional services from the Manager. Any services not specifically provided for in the Agreement, or necessary to carry out the Services as described herein, as well as any changes in the scope requested by the District, will be considered “**Additional Services.**” If any Additional Services are required or requested, the Parties will agree on a detailed description of these services and fees for such services to the District. The Manager shall undertake the Additional Services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the Manager.

4. **TERM.** The Manager’s Services as provided in this Agreement shall commence and be effective as of **June 23, 2025**, and this Agreement shall remain in effect until such time as the Agreement has been terminated in accordance with this Agreement. The Manager acknowledges that the prices of this Agreement are firm and that the Manager may change the prices only with the District’s written consent as evidenced by a vote of the Board of Supervisors.

5. **FEES AND EXPENSES; PAYMENT TERMS.**

a. **FEES AND EXPENSES.**

- i. A schedule of fees for the Services described in this Agreement is shown in **Exhibit B** to this Agreement, which is attached hereto and incorporated herein (“**Fee Schedule**”). The District shall pay the Manager for the Services provided under the terms of this Agreement in accordance with the Fee Schedule. For purposes of the Manager’s compensation for Services provided pursuant to this Agreement, the District shall compensate the Manager only for those Services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Manager will invoice the District for the Manager’s Services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.

- ii. Fees for the Services in this Agreement may be negotiated annually by the Parties. Any amendment to Services fees must comply with the provisions of this Agreement and be evidenced in a writing executed by the Parties. Any change in fees must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any such fees or expenses. In no event shall the fees be increased to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.
- iii. In the event the District authorizes a change in the scope of services requested, Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the provisions of this Agreement. Such amendment must be validly executed by the Parties before Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Manager or one of its subcontractors, if applicable, incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit A**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

b. PAYMENT TERMS.

- i. **Services.** Services will be billed monthly as a fixed fee pursuant to the Fee Schedule attached for the Fiscal Years ending September 30, 2026 ("Fiscal Year 2026") and thereafter as applicable. For Fiscal Year 2025, the annual fee shall be prorated in accordance with the Services commencement date beginning June 23, 2025. Compensation for Fiscal Years after Fiscal Year 2026 shall be as mutually agreed upon in writing between the Parties. All payments shall be subject to the Prompt Payment Act, Chapter 218.70, et seq., Florida Statutes. Pursuant to Section 218.74(2), *Florida Statutes*, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, *Florida Statutes*.

- ii. **Additional Services.** Unless otherwise stated in a separate amendment for Additional Services, Additional Services authorized under Section 1 will be billed monthly on an hourly basis for the hours incurred at the Manager's then-current hourly rate.
- iii. **Out-of-Pocket Expenses.** Out-of-pocket expenses of the Manager will be billed monthly as incurred.
- iv. The Manager shall have the right to suspend services being provided as outlined in this Agreement if the District fails to pay Manager's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 *Florida Statutes*. Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.
- v. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

6. DISTRICT RESPONSIBILITIES. The District shall provide for the timely services of its legal counsel, engineer, and any other managers, contractors, or employees, as required, for the Manager to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

7. TERMINATION.

- a. This Agreement may be terminated as follows:
 - i. By the Manager or District for "good cause", which shall include misfeasance, malfeasance, or nonfeasance by either party or any material breach of this Agreement by either party; or
 - ii. Upon the dissolution or court-declared invalidity of the District; or
 - iii. By the Manager or District, for any reason, upon provision of a minimum of sixty (60) days' written notice of termination to the address noted herein.
- b. Upon the termination of this Agreement, the Manager agrees to take all reasonable and necessary actions to transfer to the District, or to such other party as directed by the District, all the books and records of the District in the Manager's possession in an orderly fashion. The portion of the fees and any other amounts due and owing to the Manager under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement, subject to any

offsets due District may have for services not performed or not performed in accordance with the Agreement. The District's obligation to make payment to the Manager of the portion of the fees and any other amounts due and owing to Manager under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

8. REPRESENTATIONS AND ACKNOWLEDGEMENTS.

- a.** The Manager shall devote such time as is reasonably necessary to perform the Services.
- b.** The Manager agrees that all Services shall be performed by skilled and competent personnel.
- c.** The Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Manager agrees to take steps to repair any damage resulting from the Manager's activities and work pursuant to the Agreement within twenty-four hours (24) hours.
- d.** The Manager represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, *Florida Statutes*. The Manager further represents that no person having any such interest shall be employed by the Manager to perform the Services or any portion thereof.
- e.** The District acknowledges that the Manager is not an attorney and may not render legal advice or opinions. Although the Manager may participate in the accumulation of information necessary for use in documents required by the District in order to finalize any particular matters, such information shall be verified by the District as to its correctness; provided, however, that the District shall not be required to verify the correctness of any information originated by the Manager in connection with the Services.

9. INDEMNIFICATION; SOVEREIGN IMMUNITY.

- a. MANAGER INDEMNIFICATION.** To the extent allowable under applicable law and except and to the extent caused by the gross negligence or willful misconduct of the District, the Manager agrees to indemnify and hold the District and its respective officers, directors, employees, agents, successors and assigns (District and each such person being an "**Indemnified Party**") harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses, including without limitation, attorney's fees suffered, sustained, incurred or required to be paid by any Indemnified Party related to or arising out of the

negligent, reckless, and/or intentionally wrongful acts or omissions of the Manager pursuant to this Agreement. In the event that the Manager receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with Manager's indemnity obligations hereunder, the Manager shall give the District prompt notice of such proceedings and shall inform the District in advance of all hearings regarding such action, claim, suit, proceeding, or investigation.

- b. DISTRICT INDEMNIFICATION.** The District agrees to indemnify, defend, and hold harmless the Manager from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to this Agreement that are caused by the wrongful acts or omissions of the District, although nothing in this subsection is intended in any way to waive the limitations of liability set forth in Section 768.28, *Florida Statutes*.
- c. INDEMNIFICATION OBLIGATIONS.** Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- d. SOVEREIGN IMMUNITY.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law, including to the extent that the Manager may be deemed to be an agent of the District.

10. INSURANCE.

- a.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.
- b.** The Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:

 - i.** Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.

- iii. Employment Practices Liability Insurance with limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv. Comprehensive Automobile Liability Insurance for all vehicles used by the Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
 - v. Professional Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - vi. Commercial Crime/Fidelity Insurance with limit of One Million Dollars (\$1,000,000.00) per each occurrence.
- c. For the General Liability Insurance policy and Comprehensive Automobile Liability Insurance policy, the District and its officers, supervisors, staff, and employees will be listed as additional insureds. Such insurance shall be considered primary and non-contributory with respect to the additional insureds, and all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds. None of the policies listed in section 10.b., above, may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days' written notice to the District. Manager will furnish the District with a Certificate of Insurance evidencing compliance with this section prior to the commencement of any performance under this Agreement. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

11. COMPLIANCE WITH PUBLIC RECORDS LAWS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Manager acknowledges that the designated public records custodian for the District is **Vesta District Services** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Manager shall 1) keep and maintain public records required by the District to perform the service; 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 the Manager 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 Manager'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 the Manager, the Manager 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.

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, OR BY REGULAR MAIL AT C/O VESTA DISTRICT SERVICES 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746, OR BY EMAIL AT PUBLICRECORDS@VESTAPROPERTYSERVICES.COM.

12. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties as follows:

If to the District: Union Park East Community Development District
c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: Union Park East CDD, District Counsel

If to the Manager: Vesta District Services
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: Kyle Darin

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 Manager may deliver Notice on behalf of the District and the Manager, respectively. 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) days' written notice to the Parties and addressees set forth herein.

13. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Manager.

14. ASSIGNMENT. Except as provided in this section, neither the District nor the Manager may assign this Agreement or any monies to become due hereunder without the prior written approval of the other; provided however that the Parties acknowledge that the Manager intends to assign this Agreement to Vesta Property Services, Inc., and the District agrees not to unreasonably withhold consent to such assignment. Any assignment attempted to be made by the Manager or the District without the prior written approval of the other party is void.

15. CONTROLLING LAW. The Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. The Venue for all proceedings shall be in the County in which the District is located.

16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

17. MERGER PROVISION. This instrument, together with its exhibits, contains the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, between the Parties, with respect thereto. This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

18. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either the District or the Manager under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

19. ENFORCEMENT OF AGREEMENT; ATTORNEY'S FEES. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the Manager is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

20. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of

the District and the Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Manager and their respective representatives, successors, and assigns.

21. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Manager fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Manager or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

22. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Manager as an arm's length transaction. The District and the Manager participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

24. E-VERIFY. The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Manager shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Manager has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Manager represents that no public employer has terminated a contract with the Manager under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

25. SEVERABILITY. In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

26. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Manager agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

27. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, Manager represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Manager shall immediately notify the District. If Manager is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

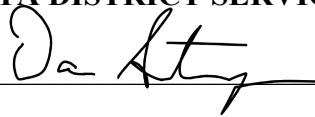
28. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Manager certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Manager shall execute an affidavit, in an acceptable form to the District, in compliance with Section 787.06(13), *Florida Statutes*.

29. NO CONSTRUCTION AGAINST DRAFTING PARTY. Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

(Remainder of this page is left blank intentionally)

THEREFORE, the Manager and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

VESTA DISTRICT SERVICES



By: Daniel Armstrong 05/30/25

Its:
CFO

**UNION PARK EAST
COMMUNITY DEVELOPMENT DISTRICT**



By: Vincent Pacifico 05/30/2025

Its:
Chairman

Exhibit A: Services

Exhibit B: Fee Schedule



Exhibit A
Scope of Services

STANDARD ON-GOING SERVICES: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Assist in compliance with all statutes affecting the district which include but are not limited to:
 - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
 - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
 - 4. Provide Form 1 Financial Disclosure documents for Board Members
 - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
 - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
 - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
 - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
 - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 - 12. Provide written notice to owners of public hearing on the budget and its related assessments.
 - 13. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
 - 14. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
 - 15. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.
 - 16. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
 - 17. Provide for submitting the regular meeting schedule of the Board to County. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
 - 18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 - 19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
 - 20. Provide for public records announcement and file document of registered voter data each June.
 - 21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
 - 22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
 - 23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes,

including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.

- a. Provide for the appropriate ad templates and language for each of the above.
24. Provide for instruction to Landowners on the Election Process and forms, etc.
25. Respond to Bond Holders Requests for Information.
26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

ADMINISTRATIVE:

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.
- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
- D. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

- A. Financial Statements
 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
 5. Manage banking relations with the District's Depository and Trustee.
 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
 7. Account for assets constructed by or donated to the District for maintenance.

8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
 9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.
 - c) Prepare all supporting accounting reports and documents as requested by the auditors
 - d) Respond to auditor questions
 - e) Review and edit draft report
 - f) Prepare year-end adjusting journal entries as required
 10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.
- B. Budgeting
1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
 2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
 3. Prepare and cause to be published notices of all budget hearings and workshops.
 4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.
- C. Accounts Payable/Receivable
1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports
 2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
 3. Maintain checking accounts with qualified public depository including:
 - a) Reconciliation to reported bank statements for all accounts and funds.
 4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 5. File reports with IRS.
- D. Capital Program Administration
1. Maintain proper capital fund and project fund accounting procedures and records.
 2. Process Construction requisitions including:
 - a) Vendor Contract completion status
 - b) Verify Change Orders for materials
 - c) Check for duplicate submittals
 - d) Verify allowable expenses per Bond Indenture Agreements such as:
 - (1) Contract Assignment
 - (2) Acquisition Agreement
 - (3) Project Construction and Completion Agreement
 3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
 4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.



5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- E. Purchasing
1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
 2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
 3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.
- F. Risk Management
1. Prepare and follow risk management policies and procedures.
 2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring insurance as directed.
 3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
 4. Review insurance policies and coverage amounts of District vendors.
 5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
 6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

- A. Administer Prepayment Collection:
1. Provide payoff information and pre-payment amounts as requested by property owners.
 2. Monitor, collect and maintain records of prepayment of assessments.
 3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
 4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.
- B. Administer Assessment Roll Process:
1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
 2. Verify assessments on platted lots, commercial properties or other assessable lands.
 3. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
 4. Execute and issue Certificate of Non-Ad Valorem Assessments to County.
- C. Administer Assessments for Off Tax Roll parcels/lots:
1. Maintain and update current list of owners of property not assessed via the tax roll.
 2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
 3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.
- D. True-Up Analysis:
1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
 2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

AMENITY MANAGEMENT

- A. Oversight of the District's recreation facilities, issuance of access cards, providing at least two (2) pool monitors at the District's recreation facilities, monitoring the use and condition of the facility, responding to and reporting rules violations, and attempting to resolve issues on behalf of the



residents, as appropriate.

FIELD MANAGEMENT

- A. For the first three (3) months following the commencement of services under the Agreement, Consultant shall conduct two (2) site visits per month to inspect the District's public improvements and field and maintenance services, to establish an understanding of such improvements and services, and to develop a strategic plan for ongoing services;
- B. Consultant shall provide at least one (1) landscape maintenance inspection site visit per month to ensure oversight of onsite landscape maintenance contractor(s) and compliance with the District's landscape maintenance and irrigation contracts, as applicable, and one (1) monthly landscape maintenance inspection report, which shall be provided in the District's agenda package and include, among other things, a list of deficiencies, recommended action items and photographs of pertinent landscaping conditions;
- C. Oversee the District's landscape maintenance vendor(s), including approving contractor service plans, validating work performed meets contract requirements, approving invoices from the vendor(s) after determining that the goods or services were received in good condition, and coordinate with District so that all landscaping meets the District's landscape standards including, as applicable, ensuring that trees remain healthy and pruned/trimmed, dead trees are replaced quickly, all shrubs and flowers are kept healthy and replaced as needed, all sod remains healthy and is replaced quickly when needed, all mulched areas are kept clean of debris and trash and irrigation systems are fully functional;
- D. Manage the District's Landscape Maintenance RFP, as often as needed;
- E. Oversee field services maintenance, including managing vendor contracts relating to the common areas or other District property;
- F. Negotiate purchasing and potential bidding of contracted services, process and manage work orders, as needed, and review all invoices;
- G. Evaluate outside vendors' performance and ensure outside vendors meet all contract terms and conditions as outlined and provide quality services;
- H. Supervise any staff hired by Consultant and/or contractors necessary to perform the maintenance management duties;
- I. Oversee the District's aquatic maintenance vendor(s), including approving any invoices from the vendor(s) after determining that the goods or services were received in good condition, and consistently monitor all stormwater ponds to identify any need for additional maintenance;
- J. Oversee the District's contractors performing emergency repairs and other services, including approving any invoices from the vendors after determining that the goods or services were received in good condition and coordinate emergency repairs;
- K. Report professionally at each District Board meeting with monthly management report and with status of all repairs completed, and provide periodic suggestions of key items needed to enhance the community and preserve District infrastructure;
- L. Provide input related to field and maintenance services for the District's annual budget;
- M. Monitor all roads for potholes or drainage issues; monitor sidewalks, curbs, and hardscaping, if any, and report to the appropriate groups for repair as needed;
- N. Maintain and assess all other District assets for safety issues and maintenance needs on a regular basis;
- O. Assess and advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear and tear," "acts of God," or vandalism, and secure cost estimates for same.

ADDITIONAL SERVICES:

- A. Meetings
 - 1. Extended meetings (beyond four (4) hours in length)



2. Additional or continued meetings (not including the fifteen (13) contracted combination of board meetings or workshops);
- B. Financial Reports
 1. Modifications and Certification of Special Assessment Allocation Report
 2. True-Up Analysis:
 - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
 - b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary.
- C. Bond Issuance Services
 1. Special Assessment Allocation Report;
 - a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
 - b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
 2. Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments Bond Validation
 - a) Coordinate the preparation of a Bond Validation Report which states the “Not-to-exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
 - b) Provide expert testimony at bond validation hearing in circuit court.
 3. Certifications and Closing Documents;
 - a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.
- D. Electronic communications/e-blasts outside of the Lodge communication/e-blast system;
- E. Special requests;
- F. Amendment to District boundary;
- G. Grant Applications;
- H. Escrow Agent;
- I. Continuing Disclosure/Representative/Agent;
- J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.

LITIGATION SUPPORT SERVICES:

- A. Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues. To the extent such services are outside the parameters of this Agreement, negotiate in good faith with the District to determine an hourly cost of such services.

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

- A. Issue estoppel letters as needed for property transfers
 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
 2. Maintain collection log showing all parcels that have pre-paid assessments.
 3. Prepare, execute and issue release of lien to be recorded in public records.



**Exhibit B
Fee Schedule**

District Management	\$42,000
Dissemination Agent	\$5,000
Field Services	\$16,000
Annual Total	\$63,000

Amenity Management	\$7,000 annually
Pool Monitoring	\$22 /hour





UNION PARK EAST
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 8



RESOLUTION 2025-13 - AMENDED

A RESOLUTION OF THE BOARD OF SUPERVISORS OF UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT DIRECTING DPGF MANAGEMENT & CONSULTING LLC D/B/A VESTA DISTRICT SERVICES, TO MAINTAIN A LOCAL BANK ACCOUNT AT BANK UNITED FOR THE DISTRICT AND APPOINTING VESTA DISTRICT SERVICES AS SIGNORS ON THE ACCOUNT; AUTHORIZING CLOSURE OF OTHER CHECKING ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Union Park East Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Pasco County, Florida; and

WHEREAS, the District's Board of Supervisors ("Board") previously adopted a resolution appointing certain employees of the District's previous management company as officers of the District to perform services on behalf of the District, including as authorized signatories on the District's bank accounts; and

WHEREAS, the District has engaged the services of Vesta District Services as the District's management company effective June 23, 2025, pursuant to a District Management Agreement; and

WHEREAS, the Board desires to establish a local bank account for the District and appoint Johanna "Skye" Lee (Treasurer), Scott Smith (Assistant Treasurer), and Patricia Kehr (Assistant Treasurer) as signors on the District's accounts, effective as of June 23, 2025.

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

SECTION 1. Vesta District Services is directed to maintain the existing local bank account for the District at Bank United.

SECTION 2. Johanna "Skye" Lee (Treasurer), Scott Smith (Assistant Treasurer), and Patricia Kehr (Assistant Treasurer) shall be appointed as signors on the District's accounts and are authorized to administer the District's accounts.

SECTION 3. All previous signers on the District's accounts shall be automatically removed effective as of June 22, 2025.

SECTION 4. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 28TH DAY OF MAY 2025.

ATTEST:

**UNION PARK EAST COMMUNITY
DEVELOPMENT DISTRICT**

Andy Mendenhall
Andy Mendenhall (Jun 19, 2025 09:10 EDT)

Secretary/Assistant Secretary

Vincent Pacifico

Chairperson, Board of Supervisors

