

**PARK EAST
COMMUNITY DEVELOPMENT
DISTRICT**

JULY 11, 2024

**CONTINUED REGULAR MEETING
AGENDA PACKAGE**

[Join the meeting now](#)

Meeting ID: 215 817 490 035 Passcode: 45UmMF

Dial-in by phone +1 646-838-1601 Pin: 227 773 399#



2005 PAN AM CIRLE SUITE 300
TAMPA FL, 33607

Park East Community Development District

Board of Supervisors

Carlos de la Ossa, Chairman
Nick Dister, Vice Chairperson
Kyle Smith, Assistant Secretary
Alberto Viera, Assistant Secretary
Ryan Motko, Assistant Secretary

District Staff

Bryan Radcliff, District Manager
John Vericker, District Counsel
Tonja Stewart, District Engineer

Regular Meeting Agenda

Thursday, July 11, 2024, at 2:00 p.m.

The Public Hearing & Regular Meeting of the **Park East Community Development District** will be held on July 11, 2024 at **2:00 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607.**

THE PUBLIC HEARING & REGULAR MEETING OF BOARD OF SUPERVISORS

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENTS ON AGENDA ITEMS**
3. **RECESS TO PUBLIC HEARINGS**
4. **PUBLIC HEARING ON ADOPTING FISCAL YEAR 2025 FINAL BUDGET**
 - A. Open Public Hearing on Adopting Fiscal Year 2025 Final Budget
 - B. Staff Presentations
 - C. Public Comments
 - D. Consideration of Resolution 2024-09; Adopting Final Fiscal Year 2025 Budget
 - i. Consideration of Developer Funding Agreement
 - E. Close Public Hearing on Adopting Fiscal Year 2025 Final Budget
5. **PUBLIC HEARING ON LEVYING O&M ASSESSMENTS**
 - A. Open Public Hearing on Levying O&M Assessments
 - B. Staff Presentations
 - C. Public Comment
 - D. Consideration of Resolution 2024-10; Levying O&M Assessments
 - E. Close Public Hearing on Levying O&M Assessments
6. **PUBLIC HEARING ON ADOPTING AMENITY RULES & PROCEDURES**
 - A. Open Public Hearing on Adopting Amenity Rules & Procedures
 - B. Staff Presentations
 - C. Public Comment
 - D. Consideration of Resolution 2024-11; on Adopting Amenity Rules & Procedures
 - E. Close Public Hearing on Levying O&M Assessments
7. **PUBLIC HEARING ON ADOPTING PARKING & TOWING POLICY**
 - A. Open Public Hearing on Adopting Amenity Rules & Procedures
 - B. Staff Presentations
 - C. Public Comment
 - D. Consideration of Resolution 2024-12; on Adopting Parking & Towing Policy
 - E. Close Public Hearing on Levying O&M Assessments
8. **RETURN TO REGULAR MEETING**
9. **BUSINESS ITEMS**
10. **CONSENT AGENDA**
 - A. Approval of Minutes of the June 06, 2024 Regular Meeting
 - B. Consideration of Operation and Maintenance May 2024
 - C. Acceptance of the Financials and Approval of the Check Register for May 2024
11. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - i. Field Inspections Report
12. **BOARD OF SUPERVISORS REQUESTS AND COMMENTS**
13. **PUBLIC COMMENTS**
14. **ADJOURNMENT**

*Next regularly scheduled meeting is **August 01, 2024 at 2:00 p.m.**

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PARK EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, prior to June 15th, to the Board of Supervisors (“**Board**”) of the Park East Community Development District (“**District**”) a proposed budget for the next ensuing budget year (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

WHEREAS, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District at least 60 days prior to the adoption of the Proposed Budget pursuant to the provisions of Section 190.008(2)(b), Florida Statutes;

WHEREAS, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

WHEREAS, the Board is required to adopt a resolution approving a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2023-2024 and/or revised projections for fiscal year 2024-2025.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District’s records office and identified as “The Budget for the Park

East Community Development District for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025.”

- d. The final adopted budget shall be posted by the District Manager on the District’s website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2024, and ending September 30, 2025, the sum of \$2,012,483, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

Total General Fund	<u>\$740,058.00</u>
Total Debt Service Funds	<u>\$1,272,425</u>
Total All Funds*	<u>\$2,012,483</u>

*Not inclusive of any collection costs or early payment discounts.

Section 3. Budget Amendments. Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District’s website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

Section 4. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on July 11, 2024.

Attested By:

**Park East Community
Development District**

Print Name:_____

☐Secretary/☐Assistant Secretary

Print Name:_____

☐Chair/☐Vice Chair of the Board of Supervisors

Exhibit A: FY 2024-2025 Adopted Budget

Park East
Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2025

Preliminary Budget

Prepared by:



Park East

Community Development District

Budget Overview

Fiscal Year 2025

Park East
Community Development District

Table of Contents

	<u>Page #</u>
<u>OPERATING BUDGET</u>	
General Fund	
Summary of Revenues, Expenditures and Changes in Fund Balances	1
Exhibit A - Allocation of Fund Balances	2
Budget Narrative	3 - 5
<u>DEBT SERVICE BUDGETS</u>	
Series 2021	
Summary of Revenues, Expenditures and Changes in Fund Balances	6
Amortization Schedule	7 - 8
Budget Narrative	9
<u>SUPPORTING BUDGET SCHEDULES</u>	
Non-Ad Valorem Assessment Summary	10

Park East

Community Development District

Operating Budget

Fiscal Year 2025

Park East

Community Development District

General Fund

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2025 Budget

ACCOUNT DESCRIPTION	ADOPTED		TOTAL		ANNUAL	
	BUDGET		PROJECTED		BUDGET	
	FY 2024		FY 2024		FY 2025	
REVENUES						
Interest - Investments	\$	-	\$	-	\$	-
Operations & Maintenance Assmts - On Roll		-		-		-
Special Assmnts- CDD Collected		201,125		201,125		383,725
Developer Contributions		-		35,600		-
Other Miscellaneous Revenues		-		-		-
TOTAL REVENUES	\$	201,125	\$	236,725	\$	383,725
EXPENDITURES						
Financial and Administrative						
Supervisor Fees	\$	3,000	\$	3,000	\$	12,000
District Management		25,000		25,000		25,000
Administration		4,500		4,500		4,500
Recording Secretary		2,400		2,400		2,400
Construction Accounting		9,000		9,000		9,000
Financial/Revenue Collections		-		-		1,200
Rental and Leases		600		600		600
Accounting Services		9,000		9,000		9,000
Dissemination Agent/Reporting		4,200		4,200		5,000
Website Admin Services		1,200		1,200		1,200
District Engineer		9,500		9,500		9,500
District Counsel		9,500		9,500		9,500
Trustees Fees		6,500		6,500		6,500
Auditing Services		6,000		6,000		6,000
Postage, Phone, Faxes, Copies		500		500		500
Legal Advertising		3,500		4,596		3,500
Bank Fees		200		200		200
Dues, Licenses & Fees		175		175		175
Onsite Office Supplies		100		100		100
Website ADA Compliance		1,800		1,800		1,800
Misc Admin		250		250		250
Total Financial and Administrative	\$	102,725	\$	103,821	\$	112,525
Insurance						
General Liability	\$	5,000	\$	5,000	\$	5,000
Public Officials Insurance		5,000		5,000		5,000
Total Insurance	\$	10,000	\$	10,000	\$	10,000
Utility Services						
Electric Utility Services	\$	-	\$	6,527	\$	10,000
Amenity Internet		-		-		1,800
Water/Waste		-		-		10,000
Total Utility Services	\$	-	\$	6,527	\$	21,800

Park East

Community Development District

General Fund

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2025 Budget

ACCOUNT DESCRIPTION	ADOPTED		TOTAL		ANNUAL	
	BUDGET		PROJECTED		BUDGET	
	FY 2024		FY 2024		FY 2025	
<i>Amenity</i>						
Field Services	\$	-	\$	-	\$	27,000
Janitorial - Contract		-		-		9,000
Janitorial - Supplies/Other		-		-		1,000
Amenity Pest Control		-		-		1,000
Amenity R&M		-		-		10,000
Amenity Furniture R&M		-		-		1,000
Access Control R&M		-		-		6,000
Key Card Distribution		-		-		2,500
Dog Waste Station Service and Supplies		-		-		4,000
Pool Maintenance - Contract		-		-		20,000
Pool Treatments & Other R&M		-		-		2,000
Pool Permits						500
Community Events						10,000
Miscellaneous Maintenance		-		-		10,000
<i>Total Amenity</i>	\$	-	\$	-	\$	104,000
<i>Landscape and Pond Maintenance</i>						
Landscape Maintenance - Contract	\$	25,000	\$	25,000	\$	52,000
Landscaping - Plant Replacement Program		-		-		5,000
Pond Bank Maintenance		-		-		5,000
Irrigation Maintenance		-		-		5,000
Aquatics - Contract		38,000		38,000		38,000
Aquatics - Other		-		-		5,000
Debris Cleanup		9,000		9,000		9,000
Wildlife Control		6,400		6,400		6,400
<i>Total Landscape and Pond Maintenance</i>	\$	78,400	\$	78,400	\$	125,400
<i>Contingency</i>						
Contingency Fund		10,000		10,000		10,000
<i>Total Contingency</i>	\$	10,000	\$	10,000	\$	10,000
TOTAL EXPENDITURES	\$	201,125	\$	208,748	\$	383,725

Park East

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2025**REVENUES****Interest-Investments**

The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Developer Contributions

The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

Other Miscellaneous Revenues

Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES**Financial and Administrative****Supervisor Fees**

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 14 meetings.

Onsite Staff

The district may incur expenses for employees or other staff members needed for recreational facilities such as clubhouse staff.

District Management

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

Field Management

The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

Administration

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services.

Park East

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2025**EXPENDITURES****Financial and Administrative** (continued)**Recording Secretary**

Inframark provides recording services with near verbatim minutes.

Construction Accounting

Accounting services as described within the Accounting Services but specifically regarding construction.

Financial/Revenue Collections

Service includes all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a collection agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Rentals and Leases

The anticipated cost of rental expenses including but not limited to renting meeting room space for district board meetings.

Data Storage

Cost of server maintenance and technical support for CDD related IT needs.

Accounting Services

Services including the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Dissemination Agent/Reporting

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Website Administration Services

The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

District Engineer

The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

District Counsel

The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

Trustee Fees

The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Park East

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2025**EXPENDITURES****Financial and Administrative** (continued)**Auditing Services**

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Postage, Phone, Faxes, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Mailings

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Professional Services – Arbitrage Rebate

The District is required to annually calculate the arbitrage rebate liability on its Series 2013A and 2020 bonds.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Bank Fees

This represents the cost of bank charges and other related expenses that are incurred during the year.

Dues, Licenses and Fees

This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Onsite Office Supplies

This represents the cost of supplies used to prepare agenda packages, create required mailings, and perform other special projects. The budget for this line item also includes the cost for supplies in the District office.

Website ADA Compliance

Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990.

Disclosure Report

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Annual Stormwater Report

Cost to produce annual report on CDD stormwater infrastructure.

Miscellaneous Administrative

All other administrative costs not otherwise specified above.

Park East

Community Development District

General Fund

Budget Narrative
Fiscal Year 2025**EXPENDITURES****Insurance****Insurance-General Liability**

The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Public Officials Insurance

The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Property & Casualty Insurance

The District will incur fees to insure items owned by the district for its property needs.

Deductible

District's share of expenses for insured property when a claim is filed.

EXPENDITURES**Utility Services****Electric Utility Services**

Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Streetlights

Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Lighting Replacement

Cost of replacing defective lights and bulbs in CDD facilities.

Decorative Light Maintenance

Cost of replacement and repair of decorative lighting fixtures.

Amenity Internet

Internet service for clubhouse and other amenity locations.

Water/Waste

The District charges each new water/sewer system customer an Accrued Guaranteed Revenue Fee (AGRF) for wastewater service in accordance with the adopted rate schedule.

Gas

Cost of natural gas for CDD facilities. Regular fuel costs (automobile etc.)

Facility A/C & Heating R&M

Cost of repairs and regular maintenance of Air Conditioning and central heating of CDD facilities.

Utilities – Other

Utility expenses not otherwise specified in above categories.

Park East

Community Development District

General Fund

Budget Narrative
Fiscal Year 2025**EXPENDITURES****Amenity****Pool Monitor**

Cost of staff members to facilitate pool safety services.

Janitorial – Contract

Cost of janitorial labor for CDD Facilities.

Janitorial Supplies/Other

Cost of janitorial supplies for CDD Facilities.

Garbage Dumpster – Rental and Collection

Cost of dumpster rental and trash collection at CDD facilities.

Amenity Pest Control

Cost of exterminator and pesticides at CDD amenities and facilities.

Amenity R&M

Cost of repairs and regular maintenance of CDD amenities.

Amenity Furniture R&M

Cost of repairs and maintenance to amenity furniture.

Access Control R&M

Cost of repairs and maintenance to electronic locks, gates, and other security fixtures.

Key Card Distribution

Cost of providing keycards to residents to access CDD Facilities.

Recreation/Park Facility Maintenance

Cost of upkeep and repairs to all parks and recreation facilities in the CDD

Athletic Courts and Field Maintenance

Cost of upkeep and repairs for athletic fields and courts (ex. Basketball Courts) on CDD property.

Park Restroom Maintenance

Upkeep and cleaning of park restrooms on CDD property.

Playground Equipment and Maintenance

Cost of acquisition and upkeep of playground equipment for CDD parks.

Clubhouse Office Supplies

Cost of supplies for clubhouse clerical duties (pens, paper, ink, etc.)

Clubhouse IT Support

Cost of IT services and for clubhouse operational needs.

Dog Waste Station Service & Supplies

Cost of cleaning and resupplying dog waste stations.

Park East

Community Development District

General Fund

Budget Narrative
Fiscal Year 2025**EXPENDITURES****Amenity (Continued)****Entrance Monuments, Gates, Walls R&M**

Cost of repairs and regular maintenance for entryways, walls, and gates.

Sidewalk, Pavement, Signage R&M

Cost of repairs and regular maintenance to sidewalks, pavements, and signs.

Trail/Bike Path Maintenance

Cost of upkeep to bike paths and trails on CDD property.

Boardwalk and Bridge Maintenance

Cost of upkeep for boardwalks and bridges on CDD property.

Pool and Spa Permits

Cost of permits required for CDD pool and spa operation as required by law.

Pool Maintenance – Contract

Cost of Maintenance for CDD pool facilities.

Pool Treatments & Other R&M

Cost of chemical pool treatments and similar such maintenance.

Security Monitoring Services

Cost of CDD security personnel and equipment.

Special Events

Cost of holiday celebrations and events hosted on CDD property.

Community Activities

Cost of recreational events hosted on CDD property.

Holiday Decorations

Cost of decorations for major holidays (i.e., Christmas)

Miscellaneous Amenity

Amenity Expenses not otherwise specified.

EXPENDITURES**Landscape and Pond Maintenance****R&M – Stormwater System**

Cost of repairs and regular maintenance to the CDD's stormwater and drainage infrastructure.

Landscape Maintenance - Contract

Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

Landscaping - R&M

Cost of repairs and regular maintenance to landscaping equipment.

Park East

Community Development District

General Fund

Budget Narrative
Fiscal Year 2025**EXPENDITURES****Landscape and Pond Maintenance (Continued)****Landscaping – Plant Replacement Program**

Cost of replacing dead or damaged plants throughout the district.

Irrigation Maintenance

Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

Aquatics – Contract

Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Wetlands Maintenance and Monitoring

Cost of upkeep and protection of wetlands on CDD property.

Aquatics – Plant Replacement

The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

Waterway Management Program

Cost of maintaining waterways and rivers on district property.

Debris Cleanup

Cost of cleaning up debris on district property.

Wildlife Control

Management of wildlife on district property.

EXPENDITURES**Contingency/Reserves****Contingency**

Funds set aside for projects, as determined by the district's board.

Capital Improvements

Funding of major projects and building improvements to CDD property.

R&M Other Reserves

The board may set aside monetary reserves for necessary for maintenance projects as needed.

Park East

Community Development District

Debt Service Budgets

Fiscal Year 2025

Park East

Community Development District

Series 2021 Debt Service

Series 2021 Bonds
Fiscal Year 2025 Budget

REVENUES		
CDD Debt Service Assessments	\$	572,524
TOTAL REVENUES	\$	572,524
EXPENDITURES		
Series 2021 May Bond Interest Payment	\$	168,762
Series 2021 November Bond Principal Payment	\$	235,000
Series 2021 November Bond Interest Payment	\$	168,762
TOTAL EXPENDITURES	\$	572,524
EXCESS OF REVENUES OVER EXPENDITURES	\$	-
ANALYSIS OF BONDS OUTSTANDING		
Bonds Outstanding - Period Ending 11/1/2024	\$	9,690,000
Principal Payment Applied Toward Series 2021 Bonds	\$	235,000
Bonds Outstanding - Period Ending 11/1/2025	\$	9,455,000

Park East

Community Development District

*Series 2021 Debt Service***Park East Community Development District
Special Assessment Bonds, Series 2021**

Period Ending	Outstanding Balance	Principal	Coupon	Interest	Debt Service
5/1/2024	\$ 9,920,000			\$ 171,522	\$ 171,522
11/1/2024	\$ 9,920,000	\$ 230,000	2.400%	\$ 171,522	\$ 401,522
5/1/2025	\$ 9,690,000			\$ 168,762	\$ 168,762
11/1/2025	\$ 9,690,000	\$ 235,000	2.400%	\$ 168,762	\$ 403,762
5/1/2026	\$ 9,455,000			\$ 165,942	\$ 165,942
11/1/2026	\$ 9,455,000	\$ 240,000	2.400%	\$ 165,942	\$ 405,942
5/1/2027	\$ 9,215,000			\$ 163,062	\$ 163,062
11/1/2027	\$ 9,215,000	\$ 245,000	2.875%	\$ 163,062	\$ 408,062
5/1/2028	\$ 8,970,000			\$ 159,540	\$ 159,540
11/1/2028	\$ 8,970,000	\$ 255,000	2.875%	\$ 159,540	\$ 414,540
5/1/2029	\$ 8,715,000			\$ 155,874	\$ 155,874
11/1/2029	\$ 8,715,000	\$ 260,000	2.875%	\$ 155,874	\$ 415,874
5/1/2030	\$ 8,455,000			\$ 152,137	\$ 152,137
11/1/2030	\$ 8,455,000	\$ 270,000	2.875%	\$ 152,137	\$ 422,137
5/1/2031	\$ 8,185,000			\$ 148,256	\$ 148,256
11/1/2031	\$ 8,185,000	\$ 275,000	2.875%	\$ 148,256	\$ 423,256
5/1/2032	\$ 7,910,000			\$ 144,303	\$ 144,303
11/1/2032	\$ 7,910,000	\$ 285,000	3.150%	\$ 144,303	\$ 429,303
5/1/2033	\$ 7,625,000			\$ 139,814	\$ 139,814
11/1/2033	\$ 7,625,000	\$ 295,000	3.150%	\$ 139,814	\$ 434,814
5/1/2034	\$ 7,330,000			\$ 135,168	\$ 135,168
11/1/2034	\$ 7,330,000	\$ 300,000	3.150%	\$ 135,168	\$ 435,168
5/1/2035	\$ 7,030,000			\$ 130,443	\$ 130,443
11/1/2035	\$ 7,030,000	\$ 310,000	3.150%	\$ 130,443	\$ 440,443
5/1/2036	\$ 6,720,000			\$ 125,560	\$ 125,560
11/1/2036	\$ 6,720,000	\$ 320,000	3.150%	\$ 125,560	\$ 445,560
5/1/2037	\$ 6,400,000			\$ 120,520	\$ 120,520
11/1/2037	\$ 6,400,000	\$ 330,000	3.150%	\$ 120,520	\$ 450,520
5/1/2038	\$ 6,070,000			\$ 115,323	\$ 115,323
11/1/2038	\$ 6,070,000	\$ 340,000	3.150%	\$ 115,323	\$ 455,323
5/1/2039	\$ 5,730,000			\$ 109,968	\$ 109,968
11/1/2039	\$ 5,730,000	\$ 350,000	3.150%	\$ 109,968	\$ 459,968
5/1/2040	\$ 5,380,000			\$ 104,455	\$ 104,455
11/1/2040	\$ 5,380,000	\$ 365,000	3.150%	\$ 104,455	\$ 469,455
5/1/2041	\$ 5,015,000			\$ 98,706	\$ 98,706
11/1/2041	\$ 5,015,000	\$ 375,000	3.150%	\$ 98,706	\$ 473,706
5/1/2042	\$ 4,640,000			\$ 92,800	\$ 92,800
11/1/2042	\$ 4,640,000	\$ 385,000	4.000%	\$ 92,800	\$ 477,800
5/1/2043	\$ 4,255,000			\$ 85,100	\$ 85,100
11/1/2043	\$ 4,255,000	\$ 400,000	4.000%	\$ 85,100	\$ 485,100
5/1/2044	\$ 3,855,000			\$ 77,100	\$ 77,100
11/1/2044	\$ 3,855,000	\$ 420,000	4.000%	\$ 77,100	\$ 497,100
5/1/2045	\$ 3,435,000			\$ 68,700	\$ 68,700
11/1/2045	\$ 3,435,000	\$ 435,000	4.000%	\$ 68,700	\$ 503,700
5/1/2046	\$ 3,000,000			\$ 60,000	\$ 60,000

Park East

Community Development District

Series 2021 Debt Service

Continued

Period Ending	Oustatnding Balance	Principal	Coupon	Interest	Debt Service
11/1/2046	\$ 3,000,000	\$ 450,000	4.000%	\$ 60,000	\$ 510,000
5/1/2047	\$ 2,550,000			\$ 51,000	\$ 51,000
11/1/2047	\$ 2,550,000	\$ 470,000	4.000%	\$ 51,000	\$ 521,000
5/1/2048	\$ 2,080,000			\$ 41,600	\$ 41,600
11/1/2048	\$ 2,080,000	\$ 490,000	4.000%	\$ 41,600	\$ 531,600
5/1/2049	\$ 1,590,000			\$ 31,800	\$ 31,800
11/1/2049	\$ 1,590,000	\$ 510,000	4.000%	\$ 31,800	\$ 541,800
5/1/2050	\$ 1,080,000			\$ 21,600	\$ 21,600
11/1/2050	\$ 1,080,000	\$ 530,000	4.000%	\$ 21,600	\$ 551,600
5/1/2051	\$ 550,000			\$ 11,000	\$ 11,000
11/1/2051	\$ 550,000	\$ 550,000	4.000%	\$ 11,000	\$ 561,000
		\$ 9,690,000		\$ 5,757,060	\$ 15,447,060

Park East

Community Development District

Debt Service Fund

Budget Narrative
Fiscal Year 2025**REVENUES****Interest-Investments**

The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Developer Contributions

The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

Other Miscellaneous Revenues

Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES**Debt Service****Principal Debt Retirement**

The district pays regular principal payments to annually to pay down/retire the debt.

Interest Expense

The District Pays interest Expenses on the debt twice a year.

Park East

Community Development District

Supporting Budget Schedules

Fiscal Year 2025

Park East

Community Development District

All Funds

Assessment Summary
Fiscal Year 2025 vs. Fiscal Year 2024

ASSESSMENT ALLOCATION

Series 2021										
Product	Units	O&M Assessment			Debt Service Series 2021			Total Assessments per Unit		
		FY 2025	FY 2024	Dollar Change	FY 2025	FY 2024		FY 2025	FY 2024	Dollar Change
Single Family 40'	496	\$ 767.69	\$ 355.57	\$ 412.12	\$ 1,276.60	\$ 1,276.60	\$ -	\$ 2,044.29	\$ 1,632.17	\$ 412.12
Single Family 50'	25	\$ 959.61	\$ 444.46	\$ 515.15	\$ 1,595.74	\$ 1,595.74	\$ -	\$ 2,555.35	\$ 2,040.20	\$ 515.15
Single Family 60'	3	\$ 1,151.53	\$ 533.35	\$ 618.18	\$ 1,913.83	\$ 1,913.83	\$ -	\$ 3,065.36	\$ 2,447.18	\$ 618.18
	524									

**FY 2024-2025 Operations and Maintenance
Budget Funding Agreement
(Park East Community Development District)**

This FY 2024-2025 Operations and Maintenance Budget Funding Agreement (this “**Agreement**”) is made and entered into as of July 11, 2024, between the **Park East Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the “**District**”), whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 and **Park East Holdings, LLC**, a Florida limited liability company, whose mailing address is 111 S. Armenia Avenue, Tampa, Florida 33609, and **North Park Isle Development, LLC**, a Florida limited liability company, whose mailing address is 111 S. Armenia Avenue, Tampa, Florida 33609 (collectively, the “**Developer**”).

Recitals

WHEREAS, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is adopting its budget for fiscal year 2024-2025 as attached hereto as **Exhibit A** (the “**FY 2024-2025 Budget**”), which commences on October 1, 2024, and concludes on September 30, 2025;

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2024-2025 Budget, and/or utilizing such other revenue sources as may be available to it;

WHEREAS, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2024-2025 Budget so long as payment is timely provided;

WHEREAS, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the “**Property**”);

WHEREAS, the Developer agrees that the activities of the District described in the FY 2024-2025 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2024-2025 Budget; and

WHEREAS, the Developer has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2024-2025 Budget.

Operative Provisions

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Funding Obligations.** From time to time during the 2024-2025 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$ [REDACTED] in accordance with the FY 2024-2025 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.
2. **FY 2024-2025 Operations and Maintenance Reports, Budget Reports and Budget Amendments.** Each month during FY 2024-2025, the Developer shall provide the District Manager with a written report on the projected additions to the completed and developed phases within the District during FY 2024-2025. The District Manager shall provide the Developer with a monthly written report with the actual expenses for the previous month and anticipated expenses and operational activities for the remainder of the year based on current District operations and additional maintenance responsibilities which may be added during FY 2024-2025. The District and Developer agree that the FY 2024-2025 Budget shall be revised at the end of the 2024-2025 fiscal year to reflect the actual expenditures of the District for the period beginning on October 1, 2024 and ending on September 30, 2025. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2024-2025 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2024-2025 Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.
3. **Right to Lien Property.**
 - a. The District shall have the right to file a continuing lien ("**Lien**") upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.
 - b. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2024-2025 Budget" in the public records of the county, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
 - c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.

4. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.
5. **Enforcement and Attorney Fees.** In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.
6. **Governing Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.
7. **Interpretation.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties 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 each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
8. **Termination of Agreement.** The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2024-2025 fiscal year on September 30, 2025. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.
9. **Third Parties.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
10. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
11. **Assignment.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
12. **Authority.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

13. Entire Agreement. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Park East Holdings, LLC
a Florida limited liability company

By: Eisenhower Management, Inc.
a Florida corporation,
as its Manager

Nicholas Dister
Vice President

**Park East Community
Development District**

Carlos de la Ossa
Chair of the Board of Supervisors

North Park Isle Development, LLC
a Florida limited liability company

By: Eisenhower Management, Inc.
a Florida corporation,
as its Manager

Nicholas Dister
Vice President

Exhibit A: FY 2024-2025 Budget

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PARK EAST COMMUNITY DEVELOPMENT DISTRICT IMPOSING ANNUALLY RECURRING OPERATIONS AND MAINTENANCE NON-AD VALOREM SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF ALL DISTRICT SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Park East Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is located in Hillsborough County, Florida (“**County**”);

WHEREAS, the Board of Supervisors of the District (“**Board**”) hereby determines to undertake various activities described in the District’s adopted budget for fiscal year 2024-2025 attached hereto as **Exhibit A (“FY 2024-2025 Budget”)** and incorporated as a material part of this Resolution by this reference;

WHEREAS, the District must obtain sufficient funds to provide for the activities described in the FY 2024-2025 Budget;

WHEREAS, the provision of the activities described in the FY 2024-2025 Budget is a benefit to lands within the District;

WHEREAS, the District may impose non-ad valorem special assessments on benefited lands within the District pursuant to Chapter 190, Florida Statutes;

WHEREAS, such special assessments may be placed on the County tax roll and collected by the local Tax Collector (“**Uniform Method**”) pursuant to Chapters 190 and 197, Florida Statutes;

WHEREAS, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method;

WHEREAS, the District has approved an agreement with the County Property Appraiser (“**Property Appraiser**”) and County Tax Collector (“**Tax Collector**”) to provide for the collection of special assessments under the Uniform Method;

WHEREAS, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel’s portion of the FY 2024-2025 Budget (“**O&M Assessments**”);

WHEREAS, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments (“**Debt Assessments**”) in the amounts shown in the FY 2024-2025 Budget;

WHEREAS, the District adopted an assessment roll as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference (“**Assessment Roll**”);

WHEREAS, it is in the best interests of the District to certify a portion of the Assessment Roll on the parcels designated in the Assessment Roll to the Tax Collector pursuant to the Uniform Method and to directly collect a portion of the Assessment Roll on the parcels designated in the Assessment Roll through the direct collection method pursuant to Chapter 190, Florida Statutes; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, including the property certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Benefit from Activities and O&M Assessments. The provision of the activities described in the FY 2024-2025 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2024-2025 Budget and in the Assessment Roll.

Section 2. O&M Assessments Imposition. Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2024-2025 Budget and Assessment Roll. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

Section 3. Collection and Enforcement of District Assessments.

- a. **Uniform Method for all Debt Assessments and all O&M Assessments.** The collection of all Debt Assessments and all O&M Assessments for all lands within the District, shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in the Assessment Roll. All assessments collected by the Tax Collector shall be due, payable, and enforced pursuant to Chapter 197, Florida Statutes.
- b. **Direct Bill for Certain Debt Assessments.**
 - i. The Debt Assessments on undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
 - ii. Debt Assessments directly collected by the District are due in full on December 1, 2024; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule:

1. 50% due no later than October 1, 2024
 2. 25% due no later than February 1, 2025
 3. 25% due no later than April 1, 2025
- iii. In the event that a Debt Assessment payment is not made in accordance with the schedule stated above, the whole Debt Assessment – including any remaining partial or deferred payments for Fiscal Year 2024-2025 as well as any future installments of the Debt Assessment – shall immediately become due and payable. Such Debt Assessment shall accrue interest (at the applicable rate of any bonds or other debt instruments secured by the Debt Assessment), statutory penalties in the amount of 1% per month, and all costs of collection and enforcement. Such Debt Assessment shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement.
 - iv. In the event a Debt Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.
- c. **Direct Bill for Certain O&M Assessments.**
- i. The O&M Assessments on certain lands (as designated for direct collection in the Assessment Roll) will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
 - ii. O&M Assessments directly collected by the District are due in full on December 1, 2024; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule:
 1. 50% due no later than October 1, 2024
 2. 25% due no later than February 1, 2025
 3. 25% due no later than April 1, 2025
 - iii. In the event that an O&M Assessment payment is not made in accordance with the schedule stated above, the whole O&M Assessment may immediately become due and payable. Such O&M Assessment shall accrue statutory penalties in the amount of 1% per month and all costs of collection and enforcement. Such O&M Assessment shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties and costs of collection and enforcement.
- d. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

Section 4. Certification of Assessment Roll. The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.

Section 5. Assessment Roll Amendment. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

Section 6. Assessment Challenges. The adoption of this Resolution shall be the final determination of all issues related to the O&M Assessments as it relates to property owners whose benefited property is subject to the O&M Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the O&M Assessments, and the levy, collection, and lien of the O&M Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

Section 7. Procedural Irregularities. Any informality or irregularity in the proceedings in connection with the levy of the O&M Assessments shall not affect the validity of the same after the adoption of this Resolution, and any O&M Assessments as finally approved shall be competent and sufficient evidence that such O&M Assessment was duly levied, that the O&M Assessment was duly made and adopted, and that all other proceedings adequate to such O&M Assessment were duly had, taken, and performed as required.

Section 8. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

Section 9. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on July 11, 2024.

Attested By:

**Park East Community
Development District**

Print Name:

☐ Secretary/☐ Assistant Secretary

Print Name:

☐ Chair/☐ Vice Chair of the Board of Supervisors

Exhibit A: FY 2024-2025 Budget

RESOLUTION 2024-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PARK EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY RULES AND PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District owns, maintains, and operates certain recreational facilities;

WHEREAS, the Board of Supervisors of the District (the “**Board**”) is authorized by Sections 190.011(15) and 190.035, Florida Statutes, to establish rules and regulations for its amenity facilities;

WHEREAS, the Board held a noticed public hearing on July 11, 2024, to receive public comment on the proposed Amenity Rules and Procedures (the “**Rules and Procedures**”);

WHEREAS, the proposed rules and procedures are meant to provide for efficient and effective District operations, and for the safety and security of the District and its members; and

WHEREAS, after hearing and considering public comment, the Board has determined that the proposed Amenity Rules and Procedures should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. **Adoption**. The Board hereby adopts the Amenity Rules and Procedures for the Recreational Facilities and specifically the rules, regulations, code of conduct, and other rules included therein, as finalized in the form attached hereto as **Exhibit A**.
2. **Conflicts**. All District resolutions or parts thereof or other adopted policies in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
3. **Severability**. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

4. **Effective Date.** This Resolution shall become effective upon adoption.

Passed and adopted on July 11, 2024.

Attest:

**Park East
Community Development District**

Name: _____
Secretary/Assistant Secretary

Name: Carlos de la Ossa
Title: Chair of the Board of Supervisors

Park East

Community Development District

Recreational Facilities

Rules & Regulations

Proposed July, 2024

Recreational Facilities Rules & Regulations

Table of Contents

General	3
Definitions	3
Conduct Code	4
Lease Procedures and Transfer of Privileges.....	5
Use of Community Facilities.....	6
Community Facility Reservation Policies.....	8
Community Ponds	8
Dog Park Rules.....	8
Playground Rules.....	9
Swimming Pool Facility.....	.10
Violation of Rules and Regulations.....	11

Recreational Facilities Rules & Regulations

General

The Park East Community Development District (the “District”) has adopted these Rules and Regulations for the safety and security of the District and its Members (as defined herein). The Board of Supervisors may modify these Rules and Regulations from time to time as needed.

Violations of the Rules and Regulations are subject to verbal warnings, written warnings, suspension, and further actions taken as outlined in the Rules and Regulations and deemed appropriate by the Board of Supervisors and its duly authorized representatives.

Definitions

All capitalized terms shall have the meanings as defined herein.

1. Adult – An individual eighteen (18) years of age, or older.
2. Amenity Access Cards (also referred to as “Fobs”) – Amenity Access Cards or Fobs are issued to eligible Members who meet the requirements contained in these Rules and Regulations strictly for the use of the Member to access the Recreational Facilities in accordance with these Rules and Regulations.
3. Annual Pass; Annual Passholders – An Annual Pass may be purchased by a non-resident of the District at a cost of \$ each per household. Annual Passholders have the right to use the Community Facilities and will be subject to the same Rules and Regulations and Penalties as Residents within the District.
4. Board of Supervisors – The Board of Supervisors of the Park East Community Development District.
5. Common Areas – All real property (including the improvements thereto) now or hereafter owned by the District for the common use.
6. Community Facilities – All areas included in the Recreational Facilities and Common Areas.
7. District Management; District Manager – Those agents and representatives of the management firm hired by the District.

8. Guest(s) – A Member who is 18 years or older shall be responsible for all Guests within the Community Facilities. All Members shall remain with their Guests at all times. The District Manager may make accommodations as necessary for unaccompanied Guests. Approvals for unaccompanied Guests must be received in advance and are at the discretion of the District Manager.
9. Household – A house and its occupants regarded as a unit.
10. Member – A Resident, Annual Passholder or Tenant.
11. Pool Cabana – Covered area near the pool.
12. Properties – Shall mean and refer to that certain real property located within the District boundaries, and such additions thereto as may hereafter be brought within the boundaries of the District.
13. Recreational Facilities – Includes the swimming pool facilities, picnic area, basketball court, playground, restrooms, and dog park.
14. Staff – Those individuals employed by the District such as the field services manager and maintenance personnel.
15. Resident – A homeowner living within the District's boundaries.
16. Rules and Regulations – Any written rules or regulations adopted, implemented or published by the District or its Board of Supervisors, at any time and from time to time amended, with respect to the conduct and security of the Members and their Guests, invitees, agents and contractors within the Properties.
17. Tenant – A lessee of a dwelling within the District who has had privileges for use transferred pursuant to these Rules and Regulations.

Conduct Code

Improper conduct, obscenities, verbal or physical threats by Members and/or Guests will not be tolerated anywhere in the Community Facilities. Actions by any person of any nature, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Members are responsible for their family, guests, and invitees.

All Members are expected to conduct themselves properly with due consideration for each other and for fellow Members, Guests and Staff. The District Manager has the authority to discipline within the Rules and Regulations any person for conduct which, in their opinion, tends to endanger the welfare, interest or character of the District, as well as for violations of the specific Rules and Regulations of the District.

As stated in the Rules and Regulations, the District and/or Staff have the right to ask any person(s) to cease their conduct and/or leave the premises as a result of conduct that serves to harass or annoy other persons using or working in the Community Facilities.

At the discretion of the Staff and District Management dealing with the situation, the assistance of the local law enforcement agency may be sought to maintain order. A copy of the official law enforcement report of the incident shall be obtained and delivered to District Management within five (5) business days.

Any person who verbally threatens the physical well-being of another person or who engages in behavior that may be dangerous, creates a health or safety problem, creates a hostile environment, or otherwise disturbs others and causes them to fear for their physical well-being may be reported to the local law enforcement agency by Staff members.

Anyone who observes a violation of these Rules and Regulations shall bring the matter to the attention of any Staff member on duty or to District Management. Members are discouraged from trying to enforce the Rules and Regulations on their own.

Staff, fellow Members and Guests are to be treated in a courteous and considerate manner. No member of the Staff shall be reprimanded or harassed in any way by a Member or Guest. All complaints regarding services rendered by any Staff member must be made to the onsite Manager or District Management.

Members shall not engage or direct Staff on any private business, nor shall any Staff member be used for the individual benefit of the Member, nor shall any Member direct, supervise, or in any manner attempt to assert control over any such Staff members.

Lease Procedures and Transfer of Privileges

All Tenants living within the District's boundaries must be listed on the Lease Agreement. Leases must contain a clause indicating that the Tenant has received a copy of all District Rules and Regulations and agrees to be bound by them. A Tenant may not transfer privileges to another person. Upon transferring his or her privileges to a Tenant, the homeowner no longer has any privileges to use the Community Facilities until such time that the District Manager is notified of termination of transfer and the Amenity Access Cards or Fobs for the Tenant are returned. In the event a home is sold, the homeowner's Amenity Access Card or Fob is to be turned in to the District Manager. The card will be deactivated and reissued to the new homeowner.

Use of Community Facilities

1. Community Facilities are for the use of Members and Guests. Staff may ask to inspect proper identification and those persons not showing it may be required to leave. **All Community Facilities are used at the risk and responsibility of the user and the user shall hold the District harmless from damage or claims by virtue of such use.**
2. Each household or Annual Passholder is allowed up to five (5) Guests at one time unless prior approval for additional Guests is given by District Management. Guests must be accompanied by a member of the household who is 18 years old or older.
3. Members and Guests may use the Recreational Facilities as follows:
 - a. Each household/Annual Passholder will be issued one (1) Amenity Access Card or Fob. This card is for use by the cardholder only.
 - b. The Amenity Access Card or Fob is used to access the swimming pool and bathrooms. Age restrictions apply.
 - c. When you use the Amenity Access Card or Fob, your name and time of entry are registered.
 - d. Your Amenity Access Card or Fob is your responsibility. If you misplace your Amenity Access Card or Fob, please contact the District Manager immediately so that it can be deactivated.
 - e. Replacement Amenity Access Cards or Fobs will be issued at a charge of \$25 per Amenity Access Card or Fob.
 - f. Hours for the Community Facilities are from dawn to dusk. Hillsborough County curfew laws supersede this policy and applicable individuals must adhere to these laws first and foremost.
 - g. When applying for a replacement Amenity Access Card or Fob, State issued identification must be presented (i.e. a driver's license, birth certificate, or passport), along with a copy of a utility statement and or a vehicle registration showing the individual's address of residence. Each cardholder is required to sign an Amenity Access Card Agreement. Tenants must also provide a copy of their lease.
 - h. Skateboarding, scooters, or use of similar equipment will not be permitted anywhere on the Community Facilities. This includes the pool area and basketball court.
 - i. Shirts and shoes are to be worn in the Recreational Facilities, except for the swimming pool area.

- j. Proper disposal of personal trash is required.
 - k. Profanity and bullying will not be tolerated.
 - l. No vandalizing of Community Facilities.
 - m. Anyone under the age of sixteen (16) must be accompanied by an Adult while at the swimming pool facilities. Anyone under the age of twelve (12) must be accompanied by an Adult while at basketball court, dog park, picnic area, or playground.
 - n. Diving or flips from the deck into the swimming pool will not be allowed.
 - o. No fighting.
 - p. Except as permitted under Florida law, no firearms or weapons (as defined in Chapter 790, Florida Statutes) are permitted on the Properties.
 - q. Members or Guests of any age may not bring or consume alcoholic beverages within the Community Facilities.
 - r. Illegal drugs and paraphernalia are prohibited.
 - s. Pets (except for service animals as defined by Florida Law) are prohibited within the swimming pool area, and playground. With the exception of the Dog Park, all pets must be on a leash when on any Common Area.
 - t. Community Facilities shall be used only for the purpose for which they are designed.
 - u. Climbing gates, fences, or gaining access to the Community Facilities through non-traditional or unorthodox means is not allowed.
4. Community property may not be altered or removed from any Community Facility without written consent from the Board of Supervisors or District Manager.
 5. Nothing is to be stored or accumulated on Common Areas. No accumulation of rubbish, debris or unsightly materials will be permitted on Common Areas.
 6. No person shall commit any nuisance, vandalism, boisterous or improper behavior on or within the Community Facilities that interferes with or limits the enjoyment of the Community Facilities by Members. Anyone damaging community property or Community Facilities must reimburse the District for all costs associated with its repair or replacement. Members are responsible for damages caused by their family, guests and invitees.

7. In accordance with the Florida Clean Air Act, smoking is prohibited within the Community Facilities, unless it is within the designated areas established for smoking.
8. The District has the right to close any Community Facility. Any Community Facility closed by the District shall not be used in any manner until it is reopened.
9. All instructors are independent contractors that must be approved, certified and insured and must have a contractual agreement with the District.
10. Except at community-sponsored events as approved by the District Management, bounce houses, waterslides and other similar temporary play structures/equipment are strictly prohibited.
11. Call 911 in the event of an emergency and inform the District Manager.

Community Facility Reservation Policies

Private reservations of recreational facilities are prohibited, except as provided in the attached Amenity Center Meeting Room Usage Agreement (Exhibit "A").

Community Ponds

1. Swimming is not permitted in any of the stormwater ponds within the District.
2. The operation of motorized watercraft upon the stormwater ponds within the District is prohibited. This shall not apply to operation of motorized watercraft by an agent of the District while acting within the scope of his/her duties.
3. Fishing in stormwater ponds is prohibited.

Dog Park Rules (the "Dog Park")

1. Dogs must be on leashes at all times, except within the Dog Park area.
2. Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
3. Dog handler must have the leash with them at all times.
4. Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
5. Dogs must be vaccinated and wear a visible rabies and license tag at all times.
6. Limit three dogs per adult dog handler.

7. Puppies under four months of age should not enter the Dog Park.
8. Children under the age of twelve (12) are not permitted within the Dog Park area without Adult supervision.
9. Dog handlers are responsible for the behavior of their animals.
10. Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.
11. Female dogs in heat are not permitted in the Dog Park.
12. Human or dog food inside the Dog Park is prohibited.
13. Dog handlers must clean up any dog droppings made by their pets.
15. Dog handlers must fill in any holes made by their pets.
16. Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
17. The Dog Park is designated a “No Smoking” area.

Playground Rules (the “Park”)

1. Park hours are from dawn to dusk.
2. The play structures are designed for children under the age of twelve (12).
3. Children under the age of twelve (12) must be supervised by an Adult at all times.
4. No glass containers are allowed in area.
5. Use of profanity and/or disruptive behavior will not be tolerated.
6. Report violators, damaged equipment and unsafe conditions to the District Manager.

Swimming Pool Facility (the “Pool Facilities”)

1. The Pool Facilities are open from dawn until dusk.
2. The District assumes no liability for injuries, damage or loss.
3. Lifeguards will not be present at the Pool Facilities. All persons using the Pool Facilities do so at their own risk.
4. Children under the age of sixteen (16) must be accompanied by an Adult at all times while using the Pool Facilities.
5. All persons using the Pool Facilities shall obey the capacity requirements posted, which are defined by Hillsborough County and the State of Florida.
6. Proper swimming attire (bathing suits only) must be worn while using the Pool Facilities.
7. No smoking is allowed in the Pool Facilities.
8. No diving is allowed.
9. Incontinent persons, including children who are not toilet-trained, must wear swim diapers or other protective pants designed for use in a swimming environment when using the pool.
10. No floatation devices are permitted in the pool, except for swim aids and water aerobic equipment.
11. No running or rough housing is allowed in the Pool Facilities. No bikes, roller skates/blades or scooters in pool area.
12. No animals with the exception of qualified service animals are allowed within the Pool Facilities.
13. Alcohol is prohibited at the Pool Facilities.
14. No glass containers of any kind are allowed in the Pool Facilities.
15. Radios and/or “boom boxes” may not be played at the pool. All portable electronic devices are allowed if headphones are used.
16. Food and beverages are prohibited in the pool and on the pool wet deck area per the Florida Statutes.
17. No profanity and/or disruptive behavior, loud noise, running, jumping, diving, flips or boisterous activity is permitted in the Pool Facilities.

18. Pool furniture shall not be removed from the pool deck area or placed into the swimming pool.
19. Call 911 in the event of an emergency.
20. The Pool Facilities will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by Staff.

Violation of Rules and Regulations

All persons using or entering the Community Facilities are responsible for compliance with, and shall comply with, the Rules and Regulations established for the safe operations of the Community Facilities.

1. *Suspension of Rights.* The District, through its Board of Supervisors and District Manager, shall have the right to restrict, suspend, or terminate the privileges of any person to use the Community Facilities for any of the following behaviors:
 - a. Submitting false information on any application for use of the Community Facilities;
 - b. Permitting the unauthorized use of an Amenity Access Card;
 - c. Exhibiting unsatisfactory behavior or appearance;
 - d. Failing to pay amounts owed to the District in a proper and timely manner;
 - e. Failing to abide by any District Rule or Regulation contained herein;
 - f. Treating the District's supervisors, Staff, contractors, or other representatives, or other Member or Guests, in an unreasonable or abusive manner;

- g. Damaging or destroying District property; or
 - h. Engaging in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, Staff, contractors, or other representatives, or other Members or Guests.
2. *Authority of Staff.* Staff has the ability to remove any person from one or all Community Facilities if any of the above-referenced behaviors are exhibited or actions committed. Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Community Facilities for a period not to exceed seven days.
 3. *Authority of District Manager.* The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Community Facilities for a period greater than seven days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors. For consideration, all written appeals should be delivered to the District Manager.
 4. *Legal Action; Criminal Prosecution.* If any person is found to have committed any of the infractions noted in Section 1 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

PARK EAST COMMUNITY DEVELOPMENT DISTRICT**AMENITY CENTER MEETING ROOM USAGE AGREEMENT
RELEASE OF LIABILITY AND INDEMNIFICATION**

1. **PARK EAST COMMUNITY DEVELOPMENT DISTRICT** (hereinafter, the "District") is the owner of the amenity center meeting room and related facilities (hereinafter, the "Facilities"), located within the Berry Bay community in Hillsborough County, Florida.
2. The District, by its execution of this Agreement, has approved the use of the amenity center meeting room as described herein, subject to all applicable laws, rules and regulations, and subject to the District's receipt of a rental fee of \$50.00 for rentals up to four (4) hours or \$100.00 for rentals up to six (6) hours, plus a refundable security deposit in the amount of \$200.00 for the Applicant. All monies must be in the form of U.S. Bank Check. Please make two separate checks (one each for the rental fee and security deposit) payable to:

BERRY BAY CDD

3. The undersigned, _____, (the Applicant), has applied to the District to use the amenity center meeting room as follows:

Applicant Address: _____

Purpose: _____

Date of Event: _____ Phone: _____

Time of Event (ALL Events shall end by Dusk): _____

Maximum Number of Attendees (NOT TO EXCEED 30): _____

4. The District has consented to the above use by the Applicant, its agents, employees and invitees.
5. In Consideration of the District's permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its agents, employees and invitees, and any person or entity claiming by or through them, releases, discharges and acquits the District, its agents or employees, for any and all claims for loss, damage or injury of any nature whatsoever to persons or property, including but not limited to personal injury or death, resulting in any way from, or in any fashion arising from, or connected with, the use of the Facilities. In whatever manner the loss, damage or injury may be caused and whether or not the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees; it being specifically understood and agreed that this release of liability applies to any and all claims for loss, injury, damage or death caused solely or partially by the negligence of the District, its agents or employees.

6. As further consideration for the District's permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its representatives and assigns, agrees to indemnify, defend and hold harmless the District, its agents and employees, from any and all claims for loss, damage, injury or death of any nature whatsoever to persons or property, including, but not limited to personal injury or death, resulting in any way from or in any fashion arising from or connected with the use of the Facilities, in whatever manner the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees.
7. Should any provision of this Agreement be declared or be determined by any court of jurisdiction to be illegal or invalid, the validity of the remaining parts, term or provision shall not be affected thereby and said illegal part, term or provision shall be deemed not part of this Agreement.
8. The security deposit, less the cost of repair of any damage or costs to clean up any mess or litter left following the Event, shall be returned to the Applicant within one (1) week of the Event.

APPLICANT

Signature

Print Name

Date

**PARK EAST COMMUNITY
DEVELOPMENT DISTRICT**

Signature

Print Name & Title

Date

*** Non-Sufficient Funds (NSF) Policy:**

In the event that a check is sent back to the Park East Community Development District (the "District") for non-sufficient funds, the check writer must make payment within 30 days of receipt of a demand letter. Payment may be made by cashier's check, money order or cash at a cost of \$25.00 in addition to the original check amount.

PARK EAST COMMUNITY DEVELOPMENT DISTRICT**CHECK PAYMENT FORM**

*This form must be completed by **each person** issuing a check to the Park East Community Development District as payment for amenity center meeting room rentals, keys or any other products/services. A copy of the check issuer's driver's license or valid ID must be obtained **for each occurrence**.*

DATE: ____/____/____

NAME OF ISSUER: ____

DOB: ____

ADDRESS: _____

HOME PHONE: (____) ____ - ____

CELL PHONE: (____) ____ - ____

DRIVER LICENSE NUMBER: _____ (Please attach a copy of Driver's license.)

PLACE OF EMPLOYMENT: _____

WORK PHONE: (____) ____ - ____

AMOUNT OF CHECK: \$

REASON FOR CHECK: ____

Non-Sufficient Funds (NSF) Policy:

In the event that a check is sent back to the Park East Community Development District (the "District") for non-sufficient funds, the check writer must make payment within 30 days of receipt of a demand letter. Payment may be made by cashier's check, money order or cash at a cost of \$25.00 in addition to the original check amount.

RESOLUTION NO. 2024-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PARK EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY REGARDING PARKING AND TOWING FROM DISTRICT OWNED COMMON AREA; AUTHORIZING THE ENGAGEMENT OF AN AUTHORIZED TOWING OPERATOR; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District owns and maintains the District-owned parking areas, including the clubhouse and the mailbox kiosk parking area located near the entrance of the District (the “**District-Owned Property**”);

WHEREAS, the Board of Supervisors of the District (the “**Board**”) is authorized by Sections 190.011(15) and 190.012(2)(d), Florida Statutes, to contract with a towing operator to remove vehicles from District-Owned Property if the notice and procedures requirements of section 715.07, Florida Statutes, are followed;

WHEREAS, unauthorized vehicles or vessels on the District-Owned Property may pose a danger or cause a hazard to the health, safety, and welfare of the District, its residents, its infrastructure, and the general public;

WHEREAS, the District desires to contract with a towing operator that is included on an approved list of towing operators in Hillsborough County, Florida, to tow unauthorized vehicles from District-Owned Property;

WHEREAS, the Board held a public meeting to receive public comment on its proposed parking and towing policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. **Incorporation of Recitals.** The above recitals are true and correct and by this reference are incorporated as a material part of this resolution.
2. **Adoption of Parking and Towing Policy.** The Board hereby adopts the Parking and Towing Policy attached hereto as **Exhibit “A”**.
3. **Authorizing the Engagement of an Approved Towing Operator.**
 - a. The Board hereby authorizes the District to enter into an agreement with a company that is authorized to perform towing or wrecker services in compliance with Florida law, applicable Hillsborough County regulations, and the Parking and Towing Policy.
 - b. The District shall coordinate with the towing operator to ensure that the required signage shall be posted on District-Owned Property in the manner required by applicable laws and regulations (including specifically Section 715.07, Florida Statutes).

4. **Conflicts.** This Resolution replaces any prior resolutions, policies, rules, actions or any portion or content included therein in conflict with this resolution.
5. **Severability.** If any section or part of a section of this resolution is declared invalid, unconstitutional, or inconsistent with any law or regulation, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such part of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
6. **Effective Date.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded, repealed, replaced, or superseded.

Passed and Adopted on July 11, 2024.

Attest:

**Park East
Community Development District**

Assistant Secretary

Name: Carlos de la Ossa
Title: Chair of the Board of Supervisors

Exhibit “A”

Park East Community Development District Parking and Towing Policy

The Park East Community Development District (the “**District**”) has adopted the following policy (the “**Policy**”) regarding the parking and towing of vehicles or vessels of any kind (as defined by Section 715.07, Florida Statutes) located on District-owned property and the District-owned clubhouse parking area, located at _____ (the “**District Parking Areas**”).

The term District Parking Areas shall include all common areas and sidewalks located adjacent to the District Parking Areas, and the grass strip between sidewalk and any roadway located adjacent to the District Parking Areas. This Policy is in addition to, and exclusive of, various state laws, county regulations, or homeowners’ association standards governing parking.

1. There shall be no parking of vehicles on District Parking Areas except during permitted hours only and within a properly posted parking area or within properly marked parking spaces in accordance with this Policy.
2. No overnight parking is allowed between the hours of 12:00 a.m. and 6:00 a.m.
3. No automobiles, motorcycles, or vehicles of any kind or nature may be parked overnight on District Parking Areas designated as a parking area.
4. No commercial vehicles (which for purposes of this provision are defined as vehicles not designed and used for normal personal/family transportation, vehicles with work racks, tool racks and/or visible equipment, and/or vehicles bearing lettering, graphics, contact information, logos, advertising and/or any other commercial insignia), may be parked on the District Parking Areas except during the period of delivery or the provision of services to the District.
5. No recreational vehicles, trailers of any kind or vessels may be parked on the District Parking Areas.
6. Any vehicle parked with 1/4 a tire width or more of a tire on the grass of the District Parking Areas is in violation of this Policy or applicable regulatory requirements and shall be towed, at the sole expense of the owner, in accordance with applicable laws and regulations (including Section 715.07, Florida Statutes).
7. Upon discovery of a violation, the towing operator with whom the District enters into a towing authorization agreement shall photograph the evidence of such violation and may then tow the vehicle or vessel from District Parking Areas in accordance with said agreement.
8. The towing operator may patrol the District Parking Areas for violations of this Policy (commonly referred to as “roam towing”).

This policy was adopted by Resolution No. 2024-____ on July 11, 2024.

DIXIE WRECKER SERVICE

3426 N 15TH ST Tampa FL

2820 11th Ave SE Ruskin FL

1507 S 22nd ST SUITE B Tampa FL

PH: 813-368-6910 EMAIL: DIXIEWRECKER55@GMAIL.COM

IN CONSIDERATION WITH FLORIDA STATUTES §713.78, AND §715.07 DIXIE WRECKER SERVICE, PROMISES TO PROVIDE 24 HOUR SERVICE TO

Date: _____ Name of Location: _____

Address: _____

Phone: _____ Email: _____ Alt Phone: _____

Contact Name(s): _____

TO THE BEST OF ITS KNOWLEDGE, DIXIE WRECKER SERVICE HAS MET AND EXCEEDED ALL THE REQUIREMENTS OF THE FOLLOWING FLORIDA STATE STATUTES § 713.78 AND §715.07 AS WELL AS ALL HILLSBOROUGH COUNTY LOCAL LAWS AND ORDINANCES.

ANY AND ALL VEHICLES WILL BE TOWED TO DIXIE WRECKER SERVICE STORAGE FACILITIES LOCATED AT [3426 N 15TH ST Tampa FL][2820 11th Ave SE Ruskin FL] [1507 S 22nd ST SUITE B Tampa FL]

ALL VEHICLES BEFORE BEING TOWED WILL BE DIGITALLY PHOTOGRAPHED AND AFTER BEING TOWED WILL BE LOGGED INTO THE LOCAL POLICE DEPARTMENT'S LOG SYSTEM WITHIN 30 MIN. OF ARRIVING AT OUR SECURED STORAGE FACILITY. THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE SIGNATURE OF BOTH PARTIES AND WILL BE AUTOMATICALLY RENEWED YEARLY FROM THE SAID DATE UNLESS DIXIE WRECKER SERVICE . IS GIVEN A 30 DAY NOTICE TO DISCONTINUE SERVICES, WITHIN SUCH TIME ALL SIGNS FROM DIXIE WRECKER SERVICE WILL BE REMOVED FROM THE PROPERTY WITH DUE CARE AND DILLIGENCE.

PLEASE CHECK THE APPROPRIATE REASON FOR TOW **(CHECK ALL THAT APPLIES).**

FIRE LANE _____

GARBAGE AREA _____

DOUBLE PARKED _____

COMMERCIAL _____

EXPIRED TAG _____

NO PARKING PERMIT _____

LEAKING FLUID _____

FLAT OR MISSING TIRE _____

ILLEGALLY PARKED _____

JUNK! ABANDONED VEHICLE _____

BACKED IN PARKING _____

PARKING IN HANDICAPPED WITHOUT DECAL _____ *ADDITIONAL COMMENTS PLEASE
CIRCLE WHETHER TOW WILL BE INITIATED BY: **ON CALL** OR **PATROLLING**.

DATED THIS _____ DAY OF _____, 20____. ACCEPTED AND APPROVED BY: _____

DIXIE WRECKER AGENT _____

PATROL ENFORCEMENT AGREEMENT

Please place a C, P, T or N/A next to the service type for which vehicles may be removed from property described on page 1 of the contract.

C= Property calls in P= Towing company patrols T= Towing company tags N/A= Not applicable

1. ☐ No valid permit, no valid residents, tenant, or visitor permit.
2. ☐ Tow away zone, sign posted and or pavement drawings
3. ☐ Abandonment/ inoperable vehicles. Flat tires, vehicles on jacks, blocks, missing wheels, major parts, remain parked in same locations longer than ____ hours, expired inspection or license plates. If tagging rules apply, please state length of warning.
4. ☐ Fire lanes, vehicles parked in a designated fire lane.
5. ☐ Security office may call to have vehicle removed.
6. ☐ Management requests an abandoned vehicle removal.
7. ☐ Vehicle wrecked or obviously inoperable.
8. ☐ No tractor, trailer, or large (over 1 ton) commercial vehicles parked on property.
9. ☐ Vehicles parked on grass, off pavement or on landscaping.
10. ☐ Vehicles parked in handicap space, ramp, or unloading zone with no handicap permit.
11. ☐ Vehicle blocking or in isle or roadway.
12. ☐ No after-hours parking (vehicle parked on property after business is closed) or (same as no overnight parking).
13. ☐ Hindering access. Blocking dumpster, building entrances, loading docks or zones. Etc
14. ☐ "For Sale" vehicle. Vehicle is parked out front displaying a for sale sign. Tow immediately.
15. ☐ Vehicle parked in a reserved/ assigned/ designated space
16. ☐ Vehicle is parked in a non-parking space that is primarily used for pedestrian access.
17. ☐ No parking at any time. Vehicle is parked on property where its posted "NO PARKING"
18. ☐ Non-Customer. Vehicle operator is not a customer of this business located on the property
19. ☐ Vehicle is parked on the sidewalk
20. ☐ Double parked behind another vehicle
21. ☐ Vehicle parked in Manager's or Maintenance space.

Can residents/tenants call to have vehicles removed from their assigned spaces?

(Yes or No)

Furthermore, I understand that if an agent, manager or representative listed herein calls the company to have vehicle removed from the property, therefore authorizing removal the client will NOT hold DIXIE WRECKER SERVICE or its employees responsible for any charges that may be accumulated by said vehicle in Company's possession.

Authorized by: _____

(Signature)

(Printed name)

(Date)

**MINUTES OF MEETING
PARK EAST
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Park East Community Development District was held on Thursday, June 6, 2024, and called to order at 3:03 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607.

Present and constituting a quorum were:

Carlos de la Ossa	Chairperson
Nicholas Dister	Vice Chairperson <i>(via phone)</i>
Kyle Smith	Assistant Secretary <i>(via phone)</i>
Alberto Viera	Assistant Secretary
Ryan Motko	Assistant Secretary

Also present were:

Bryan Radcliff	District Manager
Angie Grunwald	District Manager
Kathryn Hopkinson	District Counsel
John Vericker	District Counsel

The following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Mr. Radcliff called the meeting to order, and a quorum was established.

SECOND ORDER OF BUSINESS **Public Comment**

There being no comments, the next order of business followed.

THIRD ORDER OF BUSINESS **Business Items**

A. Ratification of Landscaping Agreement

On MOTION by Mr. de la Ossa seconded by Mr. Viera, with all in favor, the landscaping agreement with LMP, was ratified. 5-0

B. Consideration of Resolution 2024-07, Setting the Public Hearing for Amenity Rules and Procedures

On MOTION by Mr. de la Ossa seconded by Mr. Motko, with all in favor, Resolution 2024-07, Setting the Public Hearing for Amenity Rules and Procedures for July 11, 2024 at the offices of Inframark, was adopted. 5-0

C. Consideration of Resolution 2024-08, Setting the Public Hearing for Towing Rules and Policy

June 6, 2024

PARK EAST CDD

On MOTION by Mr. de la Ossa seconded by Mr. Viera, with all in favor, Resolution 2024-08, Setting the Public Hearing for Towing Rules and Policy, was adopted. 5-0

FOURTH ORDER OF BUSINESS**Consent Agenda****A. Approval of Minutes of the May 2, 2024, Regular Meeting****B. Consideration of Operation and Maintenance April 2024****C. Acceptance of the Financials and Approval of the Check Register for April 2024**

On MOTION by Mr. de la Ossa seconded by Mr. Viera, with all in favor, Consent Agenda was approved. 5-0

FIFTH ORDER OF BUSINESS**Staff Reports****A. District Counsel****B. District Engineer****C. District Manager**

- Mr. Radcliff updated the Board on Janitorial and Pool Maintenance being installed at the amenity center, key card distribution event plans, and *TECO*/Plant City agreements finalized.

i. Field Inspections Report

The Field Inspections Report was presented, a copy of which was included in the agenda package.

SIXTH ORDER OF BUSINESS**Board of Supervisors' Requests and Comments**

There being none, the next order of business followed.

SEVENTH ORDER OF BUSINESS**Adjournment**

There being no further business,

On MOTION by Mr. de la Ossa seconded by Mr. Viera, with all in favor, the meeting was adjourned at 3:17 p.m.

Bryan Radcliff
District Manager

Carlos de la Ossa
Chairperson

May 2024 Meeting

PARK EAST CDD
Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
ECO-LOGIC SERVICES LLC	3883	\$1,250.00		LAKE MAINT - APRIL 2024
Monthly Contract Subtotal		\$1,250.00		
Variable Contract				
ALBERTO VIERA	AV 050224	\$200.00		SUPERVISOR FEE - 05/02/24
CARLOS DE LA OSSA	CDLO 050224	\$200.00		SUPERVISOR FEE - 05/02/24
KYLE SMITH	KE 050224	\$200.00		SUPERVISOR FEE - 05/02/24
NICHOLAS J. DISTER	ND 050224	\$200.00		SUPERVISOR FEE - 05/02/24
RYAN MOTKO	RM 050224	\$200.00		SUPERVISOR FEE - 05/02/24
Variable Contract Subtotal		\$1,000.00		
Utilities				
CITY OF PLANT CITY	1360610	\$79.47		WATER - 03/29/24-05/02/24
CITY OF PLANT CITY	DEP 1008701860 ACH	\$2,578.00	\$2,657.47	UTILITY WORKSHEET
TECO	221009059413 051424	\$86.01		ELECTRIC - 04/10/24-05/08/24
Utilities Subtotal		\$2,743.48		
Regular Services				
STRALEY ROBIN VERICKER	24564	\$1,605.00		PROFESSIONAL SERVICE - THRU 04/30/24
Regular Services Subtotal		\$1,605.00		
Additional Services		\$0.00		
Additional Services Subtotal		\$0.00		
TOTAL		\$6,598.48		

May 2024 Meeting

PARK EAST CDD Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description

Approved (with any necessary revisions noted):

Signature:

Title (Check one):

☐ Chariman ☐ Vice Chariman ☐ Assistant Secretary

PARK EAST CDD**MEETING DATE: May 02, 2024****DMS: Bryan Radcliff**

AV 050224

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Carlos de la Ossa	✓	Salary Accepted	\$200.00
Nick Dister	✓	Salary Accepted	\$200.00
Kyle Smith	✓	Salary Accepted	\$200.00
Ryan Motko	✓	Salary Accepted	\$200.00
Albert Viera	✓	Salary Accepted	\$200.00

PARK EAST CDD**MEETING DATE: May 02, 2024**

CDLO 050224

DMS: Bryan Radcliff

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Carlos de la Ossa	✓	Salary Accepted	\$200.00
Nick Dister	✓	Salary Accepted	\$200.00
Kyle Smith	✓	Salary Accepted	\$200.00
Ryan Motko	✓	Salary Accepted	\$200.00
Albert Viera	✓	Salary Accepted	\$200.00

PARK EAST CDD**MEETING DATE: May 02, 2024****DMS: Bryan Radcliff**

KS 050224

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Carlos de la Ossa	✓	Salary Accepted	\$200.00
Nick Dister	✓	Salary Accepted	\$200.00
Kyle Smith	✓	Salary Accepted	\$200.00
Ryan Motko	✓	Salary Accepted	\$200.00
Albert Viera	✓	Salary Accepted	\$200.00

PARK EAST CDD**MEETING DATE: May 02, 2024**

ND 050224

DMS: Bryan Radcliff

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Carlos de la Ossa	✓	Salary Accepted	\$200.00
Nick Dister	✓	Salary Accepted	\$200.00
Kyle Smith	✓	Salary Accepted	\$200.00
Ryan Motko	✓	Salary Accepted	\$200.00
Albert Viera	✓	Salary Accepted	\$200.00

PARK EAST CDD**MEETING DATE: May 02, 2024**

RM 050224

DMS: Bryan Radcliff

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Carlos de la Ossa	✓	Salary Accepted	\$200.00
Nick Dister	✓	Salary Accepted	\$200.00
Kyle Smith	✓	Salary Accepted	\$200.00
Ryan Motko	✓	Salary Accepted	\$200.00
Albert Viera	✓	Salary Accepted	\$200.00



City of Plant City
UTILITY BILLING DEPARTMENT
PO BOX C
PLANT CITY FL 33564-9003

Received
MAY 14

Page 67
UTILITY BILL

Office hours for questions regarding your bill:
Monday - Friday 8:00 AM - 4:45 PM
Phone (813) 659-4222 Fax (813) 659-4236
Solid Waste pickup questions (813) 757-9208
After hours Water or Sewer **Emergency** (813) 757-9172

CUSTOMER NAME	CUSTOMER NUMBER	ACCOUNT NUMBER	SERVICE ADDRESS
PARK EAST COMMUNITY DEVELOPMENT	636330	1008701860	3930 NORTHERN KEY DR

BILL NUMBER	BILL DATE	BILLING PERIOD	DUE DATE
1360610	05/07/2024	04/09/2024 - 05/07/2024	05/28/2024

CHARGE DESCRIPTION	METER NUMBER	PREVIOUS READ DATE	CURRENT READ DATE	PREVIOUS READING	CURRENT READING	USAGE	CHARGE AMOUNT
WATER COMMERCIAL CONSUMPTION	24014108	03/29/24	05/02/24	1	5	4	70.84
WATER					RATE	USAGE	
					2.710000	4	10.84
UTILITY TAX 10%							8.17

Message: To Avoid a Penalty this Bill Amount is due in Our Office on or before the Due Date.
Services are Subject to Disconnection and a Default Fee for a Past Due Bill.

BILL HISTORY	USAGE	BILL HISTORY	USAGE	BILL HISTORY	USAGE		
03/24	1					Previous Balance	\$91.29
03/24	0					Total Current Billing	\$89.85
				0	SC=WATER	Adjustments	\$0.00
						Less Payments Received	-\$101.67
						Penalties	\$0.00
						Total Amount Due	\$79.47

Florida-Friendly Landscaping/Paisajismo amigable con Florida
<https://sfyl.ifas.ufl.edu/hillsborough/lawngarden/>
florida-friendly-landscaping/



City of Plant City
UTILITY BILLING DEPARTMENT
PO BOX C
PLANT CITY FL 33564-9003

006086



***AUTO**MIXED AADC 323 6086 T16:21 6086 1 MB 0.568



PARK EAST COMMUNITY DEVELOPMENT DISTRICT
2005 PAN AM CIR STE 300
TAMPA FL 33607-6008

UTILITY BILL
REMIT PORTION - Please write your Account Number on your check.

SERVICE ADDRESS	CYCLE	ACCOUNT NUMBER	CUSTOMER NUMBER
3930 NORTHERN KEY DR	D	1008701860	636330
BILL NUMBER	DUE DATE	TOTAL AMOUNT DUE	
1360610	05/28/2024	\$79.47	

Remit and make checks in US funds payable to:



CITY OF PLANT CITY D
PO BOX C
PLANT CITY FL 33564-9003

00006042024801360610800000079475

UTILITY SERVICES WORK SHEET

CLERK DATE NAME ADDRESS ACCOUNT CID

WATER CONNECTION

WATER METER INSTALLATION SIZE WATER DEPOSIT CONSTRUCTION DEPOSIT WATER DEVELOPMENT WATER LINE EXTENSION FIRE HYDRANT METER NUMBER FH DEPOSIT IRRIGATION METER INSTALLATION IRRIGATION DEPOSIT WATER DEVELOPMENT – IRRIGATION METER

WASTEWATER (SEWER) CONNECTION

WASTEWATER CONNECTION WASTEWATER DEVELOPMENT WASTEWATER LINE EXTENSION

RECLAIM WATER CONNECTION

RECLAIM WATER METER RECLAIM DEPOSIT

ENGINEERING FEES (ENSIF)

METER INSPECTION WASTEWATER INSPECTION

NEW APPLICATION PROCESSING

NEW ACCOUNT FEE (TOF)

STORMWATER INFORMATION

IMPERVIOUS AREA ERUS (IMPERVIOUS/2280')RECEIPT TOTAL DUE

Dear customer,

We are pleased to confirm your payment with the City of Plant City. Below is the summary of your payment transaction. Your payment has been received and will be posted to your account next business day. If you have questions, do not respond to this email. Contact utility billing customer service (813-659-4222).

Confirmation number: **1417477371**
Payment date: **May 29, 2024, 12:15:49 PM**
Payment amount: **\$2,578.00**

Payment status: **ACCEPTED**

Contact Information

Email: teresa.farlow@inframark.com

Account Information

Payment type: **Utility Deposits**
Account number: **1008701860**
Customer number: **636330**
Payment method: **E-Check**

Payment Method Information

Account type: **Checking Account**
Account holder name: **Park East CDD**
Account number: *******5629**
Routing number: *******1121**
Bank name: **Truist**

Statement Date: May 14, 2024



**PARK EAST COMMUNITY DEVELOPMENT
DISTRICT**

3515 N WILDER RD, PUMP 2
PLANT CITY, FL 33565-2679

Amount Due: \$96.34

Due Date: June 04, 2024

Account #: 221009059413

Past Due – Pay Immediately

Account Summary

Current Service Period: April 10, 2024 - May 08, 2024

Previous Amount Due \$83.96

Payment(s) Received Since Last Statement -\$73.63

Past Due – Pay Immediately \$10.33

Current Month's Charges – Pay by June 04, 2024 \$86.01

Amount Due \$96.34

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Your Energy Insight

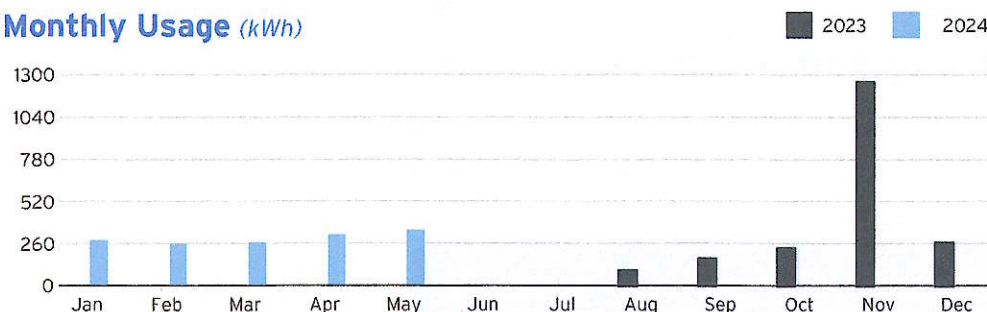


Your average daily kWh used was **20% higher** than it was in your previous period.



Scan here to view
your account online.

Monthly Usage (kWh)



Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com



**DOWNED IS
DANGEROUS!**

If you see a downed power line, move
a safe distance away and call 911.

For more safety tips, visit

TampaElectric.com/PowerLineSafety



To ensure prompt credit, please return stub portion of this bill with your payment.

Received

MAY 17

Account #: 221009059413

Due Date: June 04, 2024



Pay your bill online at TampaElectric.com

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit TampaElectric.com/Paperless to enroll now.

Amount Due: \$96.34

Payment Amount: \$ _____

689655528738

Past Due – \$10.33

Current – \$86.01

00001999 FTECO105142423093410 00000 03 01000000 10583 004

PARK EAST COMMUNITY DEVELOPMENT DISTRICT

2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

Mail payment to:

TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Make check payable to: TECO

Please write your account number on the memo line of your check.

6896555287382210090594130000000096343



Service For:
3515 N WILDER RD
PUMP 2, PLANT CITY, FL 33565-2679

Account #: 221009059413
Statement Date: May 14, 2024
Charges Due: June 04, 2024

Meter Read

Meter Location: PUMP STATION 2

Service Period: Apr 10, 2024 - May 08, 2024

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	=	Total Used	Multiplier	Billing Period
1000852829	05/08/2024	3,456	3,110		346 kWh	1	29 Days

Charge Details



Electric Charges

Daily Basic Service Charge	29 days @ \$0.75000	\$21.75
Energy Charge	346 kWh @ \$0.08192/kWh	\$28.34
Fuel Charge	346 kWh @ \$0.03843/kWh	\$13.30
Storm Protection Charge	346 kWh @ \$0.00775/kWh	\$2.68
Clean Energy Transition Mechanism	346 kWh @ \$0.00427/kWh	\$1.48
Storm Surcharge	346 kWh @ \$0.00225/kWh	\$0.78
Florida Gross Receipt Tax		\$1.75

Electric Service Cost **\$70.08**

Franchise Fee \$4.59

Municipal Public Service Tax \$6.34

Total Electric Cost, Local Fees and Taxes **\$81.01**



Other Fees and Charges

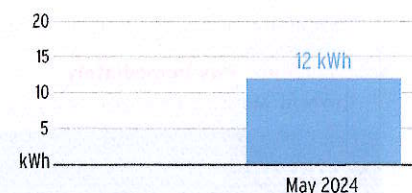
Electric Late Payment Fee \$5.00

Total Other Fees and Charges **\$5.00**

Total Current Month's Charges

\$86.01

Avg kWh Used Per Day



Important Messages

For more information about your bill and understanding your charges, please visit [TampaElectric.com](https://www.tampaelectric.com)

Ways To Pay Your Bill



Bank Draft

Visit TECOaccount.com for free recurring or one time payments via checking or savings account.



In-Person

Find list of Payment Agents at TampaElectric.com



Mail A Check

Payments:
TECO
P.O. Box 31318
Tampa, FL 33631-3318
Mail your payment in the enclosed envelope.



Credit or Debit Card

Pay by credit Card using KUBRA EZ-Pay at TECOaccount.com. Convenience fee will be charged.



Phone

Toll Free:
866-689-6469

All Other Correspondences:
Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Contact Us

Online:
TampaElectric.com

Phone:
Commercial Customer Care:
866-832-6249
Residential Customer Care:
813-223-0800 (Hillsborough)
863-299-0800 (Polk County)
888-223-0800 (All Other Counties)

Hearing Impaired/TTY:
7-1-1

Power Outage:
877-588-1010
Energy-Saving Programs:
813-275-3909

Please Note: If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent at Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400

Federal Tax Id. - 20-1778458

Park East Community Development District

Inframark

2005 Pan Am Circle, Ste 300

Tampa, FL 33607

May 10, 2024

Client: 001544

Matter: 000001

Invoice #: 24564

Page: 1

RE: General

For Professional Services Rendered Through April 30, 2024

SERVICES

Date	Person	Description of Services	Hours	Amount
4/1/2024	LB	FINALIZE RESOLUTION APPROVING PROPOSED BUDGET AND SETTING PUBLIC HEARING FOR FISCAL YEAR 2024-2025; PREPARE CORRESPONDENCE TO DISTRICT MANAGER RE SAME.	0.2	\$35.00
4/11/2024	KCH	REVIEW AGENDA; REVIEW RESOLUTION FOR BOND ISSUANCE; PREPARE FOR AND ATTEND BOS MEETING AND PUBLIC HEARING.	3.4	\$1,105.00
4/12/2024	JMV	PREPARE RESOLUTION FOR CDD ELECTIONS.	0.8	\$300.00
4/12/2024	MS	FINALIZE AND TRANSMIT RESOLUTION SETTING THE LANDOWNERS ELECTION AND EXHIBITS.	0.3	\$52.50
4/16/2024	JMV	PREPARE ELECTION MEMO FOR DISTRICT MANAGER.	0.3	\$112.50
Total Professional Services			5.0	\$1,605.00

May 10, 2024

Client: 001544

Matter: 000001

Invoice #: 24564

Page: 2

Total Services	\$1,605.00	
Total Disbursements	\$0.00	
Total Current Charges		\$1,605.00
Previous Balance		\$3,910.00
Less Payments		(\$3,910.00)
PAY THIS AMOUNT		\$1,605.00

Please Include Invoice Number on all Correspondence

Park East Community Development District

Financial Statements
(Unaudited)

Period Ending
May 31, 2024

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

	GENERAL		SERIES 2021		GENERAL		LONG-TERM	
	DEBT SERVICE		CAPITAL		FIXED ASSETS		DEBT	
	ACCOUNT		PROJECTS		ACCOUNT		ACCOUNT	
ACCOUNT DESCRIPTION	FUND	FUND	FUND	FUND	GROUP FUND	GROUP FUND	TOTAL	
ASSETS								
Cash - Operating Account	\$ 8,747	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,747	
Due From Developer	26,207	-	-	-	-	-	26,207	
Investments:								
Acquisition & Construction Account	-	-	34,929	-	-	-	34,929	
Prepayment Account	-	1,783	-	-	-	-	1,783	
Reserve Fund	-	287,314	-	-	-	-	287,314	
Revenue Fund	-	444,497	-	-	-	-	444,497	
Prepaid Items	74	-	-	-	-	-	74	
Utility Deposits - TECO	800	-	-	-	-	-	800	
Fixed Assets								
Construction Work In Process	-	-	-	4,934,636	-	-	4,934,636	
Amount To Be Provided	-	-	-	-	13,070,000	-	13,070,000	
TOTAL ASSETS	\$ 35,828	\$ 733,594	\$ 34,929	\$ 4,934,636	\$ 13,070,000	\$ 18,808,987		
LIABILITIES								
Accounts Payable	\$ 6,801	\$ -	\$ -	\$ -	\$ -	\$ -	6,801	
Bonds Payable	-	-	-	-	13,070,000	-	13,070,000	
Deferred Inflow of Resources	26,207	-	-	-	-	-	26,207	
TOTAL LIABILITIES	33,008	-	-	-	13,070,000	13,103,008		
FUND BALANCES								
Nonspendable:								
Prepaid Items	74	-	-	-	-	-	74	
Restricted for:								
Debt Service	-	733,594	-	-	-	-	733,594	
Capital Projects	-	-	34,929	-	-	-	34,929	
Unassigned:	2,746	-	-	4,934,636	-	-	4,937,382	
TOTAL FUND BALANCES	2,820	733,594	34,929	4,934,636	-	5,705,979		
TOTAL LIABILITIES & FUND BALANCES	\$ 35,828	\$ 733,594	\$ 34,929	\$ 4,934,636	\$ 13,070,000	\$ 18,808,987		

PARK EAST COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending May 31, 2024
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Special Assmnts- CDD Collected	201,125	208,970	7,845	103.90%
Developer Contribution	-	35,600	35,600	0.00%
TOTAL REVENUES	201,125	244,570	43,445	121.60%
<u>EXPENDITURES</u>				
<u>Administration</u>				
Supervisor Fees	3,000	6,600	(3,600)	220.00%
ProfServ-Dissemination Agent	4,200	4,900	(700)	116.67%
ProfServ-Info Technology	600	-	600	0.00%
ProfServ-Recording Secretary	2,400	-	2,400	0.00%
ProfServ-Tax Collector	1,200	-	1,200	0.00%
ProfServ-Trustee Fees	6,500	5,251	1,249	80.78%
District Counsel	9,500	17,734	(8,234)	186.67%
District Engineer	9,500	628	8,872	6.61%
Administrative Services	4,500	-	4,500	0.00%
Management & Accounting Services	9,000	-	9,000	0.00%
District Manager	25,000	27,542	(2,542)	110.17%
Accounting Services	9,000	5,250	3,750	58.33%
Auditing Services	6,000	-	6,000	0.00%
Website Compliance	1,800	-	1,800	0.00%
Postage, Phone, Faxes, Copies	500	35	465	7.00%
Rentals & Leases	600	-	600	0.00%
Public Officials Insurance	5,000	2,340	2,660	46.80%
Legal Advertising	3,500	9,766	(6,266)	279.03%
Bank Fees	200	-	200	0.00%
Meeting Expense	4,000	-	4,000	0.00%
Website Administration	1,200	875	325	72.92%
Miscellaneous Expenses	250	-	250	0.00%
Office Supplies	100	-	100	0.00%
Dues, Licenses, Subscriptions	175	1,475	(1,300)	842.86%
Total Administration	107,725	82,396	25,329	76.49%
<u>Utility Services</u>				
Utility - Water	-	18,363	(18,363)	0.00%
Utility - Electric	-	14,196	(14,196)	0.00%
Total Utility Services	-	32,559	(32,559)	0.00%

PARK EAST COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending May 31, 2024
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Other Physical Environment</u>				
ProfServ-Wildlife Management Service	6,400	2,035	4,365	31.80%
Contracts-Aquatic Control	38,000	40,395	(2,395)	106.30%
Contracts-Trash & Debris Removal	9,000	-	9,000	0.00%
Contracts - Landscape	-	4,272	(4,272)	0.00%
Insurance - General Liability	5,000	2,860	2,140	57.20%
R&M-Landscape Pond Areas	25,000	29,450	(4,450)	117.80%
Total Other Physical Environment	83,400	79,012	4,388	94.74%
<u>Contingency</u>				
Misc-Contingency	10,000	-	10,000	0.00%
Total Contingency	10,000	-	10,000	0.00%
TOTAL EXPENDITURES	201,125	193,967	7,158	96.44%
Excess (deficiency) of revenues				
Over (under) expenditures	-	50,603	50,603	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		(47,783)		
FUND BALANCE, ENDING		\$ 2,820		

PARK EAST COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending May 31, 2024
Series 2021 Debt Service Fund (200)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 40,755	\$ 40,755	0.00%
Special Assmnts- CDD Collected	721,213	765,398	44,185	106.13%
TOTAL REVENUES	721,213	806,153	84,940	111.78%
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Principal Debt Retirement	290,000	5,000	285,000	1.72%
Principal Prepayments	-	2,550,000	(2,550,000)	0.00%
Interest Expense	431,213	671,286	(240,073)	155.67%
Total Debt Service	721,213	3,226,286	(2,505,073)	447.34%
TOTAL EXPENDITURES	721,213	3,226,286	(2,505,073)	447.34%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(2,420,133)	(2,420,133)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		3,153,727		
FUND BALANCE, ENDING		\$ 733,594		

PARK EAST COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending May 31, 2024
Series 2021 Capital Projects Fund (300)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 16,630	\$ 16,630	0.00%
Special Assmnts- CDD Collected	-	43,210	43,210	0.00%
TOTAL REVENUES	-	59,840	59,840	0.00%
<u>EXPENDITURES</u>				
<u>Construction In Progress</u>				
Construction in Progress	-	792,554	(792,554)	0.00%
Total Construction In Progress	-	792,554	(792,554)	0.00%
TOTAL EXPENDITURES	-	792,554	(792,554)	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	(732,714)	(732,714)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		767,643		
FUND BALANCE, ENDING		\$ 34,929		

PARK EAST COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending May 31, 2024
General Fixed Assets Account Group Fund (900)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
TOTAL REVENUES	-	-	-	0.00%
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	-	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	-	-	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		4,934,636		
FUND BALANCE, ENDING		<u>\$ 4,934,636</u>		

Bank Account Statement

Park East CDD

Bank Account Statement: Bank Account No.: 5629, Statement No.: 05-24

Currency Code

Statement Date	05/31/24	Statement Balance	8,947.47
Balance Last Statement	37,074.47	Outstanding Bank Transactions	0.00
Statement Ending Balance	8,947.47	Subtotal	8,947.47
		Outstanding Checks	-200.00
G/L Balance at 05/31/24	8,747.47	Bank Account Balance	8,747.47

Transaction Date	Type	Document No.	Description	Value Date	Applied Entries	Applied Amount	Statement Amount
Statement No. 05-24							
04/30/24	Bank Account Ledger Entry	1177	Check for Vendor V00027		1	-4,666.78	-4,666.78
04/30/24	Bank Account Ledger Entry	1178	Check for Vendor V00005		1	-2,583.00	-2,583.00
04/30/24	Bank Account Ledger Entry	1179	Check for Vendor V00027		1	-695.50	-695.50
04/30/24	Bank Account Ledger Entry	1180	Check for Vendor V00032		1	-91.29	-91.29
04/30/24	Bank Account Ledger Entry	1181	Check for Vendor V00034		1	-1,500.00	-1,500.00
05/09/24	Bank Account Ledger Entry	1182	Check for Vendor V00014		1	-6,329.00	-6,329.00
05/09/24	Bank Account Ledger Entry	1183	Check for Vendor V00027		1	-4,271.50	-4,271.50
05/09/24	Bank Account Ledger Entry	1184	Check for Vendor V00009		1	-200.00	-200.00
05/09/24	Bank Account Ledger Entry	1185	Check for Vendor V00013		1	-200.00	-200.00
05/09/24	Bank Account Ledger Entry	1187	Check for Vendor V00019		1	-200.00	-200.00
05/09/24	Bank Account Ledger Entry	1188	Check for Vendor V00028		1	-200.00	-200.00
05/17/24	Bank Account Ledger Entry	DD405	Payment of Invoice 000394		1	-4,611.93	-4,611.93
05/17/24	Bank Account Ledger Entry	DD406	Payment of Invoice 000416		1	-2,578.00	-2,578.00
Total						-28,127.00	-28,127.00

PARK EAST CDD

Field Inspection - June 2024

Wednesday, June 19, 2024

Prepared For Park East Board Of Supervisors

37 Items Identified



Item 1

Assigned To EPG

The rail near E Sam Allen Rd and N Park Rd has been repaired.



Item 2

Assigned To LMP

Anything growing through or over the rail from the conservation area needs to be cut back.



Item 3

Assigned To Randy Suggs

One dead Crape Myrtle needs to be warrantied.



Item 4

Assigned To Eco-Logic Services

Pond 1 looks good.



Item 5

Assigned To LMP

The Liriope, Muhly grass, Copperleaf, Viburnum, palmettos, and turf all look good at N Park Rd and Victorious Falls St.



Item 6

Assigned To Randy Suggs

The monument is built at N Park Rd and Victorious Falls Dr. Landscaping has not been installed yet.



Item 7

Assigned To LMP

Fill dirt, mulch, and replanting will be needed behind the monument where electrical lines were lain.



Item 8

Assigned To LMP

Meritage homes flag has fallen. Turf and landscaping look great along the east side of N Park Rd.



Item 9

Assigned To Randy Suggs

Mulch hasn't been finished yet at N
Park Rd and Northern Key Dr.



Item 10

Assigned To Randy Suggs

Drip lines in place.



Item 11

Assigned To Randy Suggs

Landscaping hasn't been installed yet in front of the monument at N Park Rd and Northern Key Dr.



Item 12

Assigned To Randy Suggs

Past Northern Key Dr, some installations still need to be made along the east side of N Park Rd.



Item 13

Assigned To Randy Suggs

Landscaping is still needed around the monument at N Park Rd and Blue Orchid Ave. Pines have been installed.



Item 14

Assigned To Randy Suggs

Turf, pines, and Viburnum have been installed at N Park Rd and Blue Orchid Ave.



Item 15

Assigned To Eco-Logic Services/LMP
Ponds have not been mowed and several have overgrown aquatic vegetation. These areas have been discussed and clarified with the vendors. Proper maintenance will resume next week. This is pond 9.



Item 16

Assigned To LMP
Pond 10. Mowing needed.



Item 17

Assigned To LMP

Pond 11. Mowing needed.



Item 18

Assigned To Eco-Logic Services/LMP

Pond 13. Needs aquatic weed treatment and mowing.



Item 19

Assigned To Eco-Logic Services/LMP
Pond 12. Needs aquatic weed
treatment and mowing.



Item 20

Assigned To Eco-Logic Services/LMP
Pond 8. Needs aquatic weed
treatment and mowing.



Item 21

Assigned To Eco-Logic Services/LMP
Pond 7. Needs aquatic weed
treatment and mowing.



Item 22

Assigned To LMP
Common areas along Victorious Falls
Dr need mowing and edging.



Item 23

Assigned To Eco-Logic Services/LMP
Pond 3. Needs aquatic weed
treatment and mowing.



Item 24

Assigned To Eco-Logic Services/LMP
Pond 4. Needs aquatic weed
treatment and mowing.



Item 25

Assigned To LMP

LMP will pick up and dispose of debris. Dumping is prevalent in common areas and conservation areas.



Item 26

Assigned To Eco-Logic Services/LMP

Pond 2. Needs aquatic weed treatment and mowing.



Item 27

Assigned To LMP

Pond 5. Needs mowing.



Item 28

Assigned To Sunrise

Landscaping is being installed at the amenity center.



Item 29

Assigned To Sunrise
Behind the amenity center.



Item 30

Assigned To Sunrise
Between the pool and fence.



Item 31

Assigned To Sunrise

Trees are being installed with cages and straps still attached. This may cause future decline.



Item 32

Assigned To Sunrise

Around the future ball court.



Item 33

Assigned To Sunrise
Around the dog park.



Item 34

Assigned To Sunrise
Around the playground.



Item 35

Assigned To Sunrise
Around the mailboxes.



Item 36

Assigned To Sunrise
Dead maple behind the playground
needs to be warrantied.



Item 37

Assigned To Sunrise

Corner of Radiant Mountain Dr and
Northern Key Dr.