



Rizzetta & Company

Covington Park Community Development District

**Board of Supervisors' Meeting
May 27, 2020**

**District Office:
12750 Citrus Park Lane, Suite 115
Tampa, FL 33625**

www.covingtonparkcdd.org

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT

Covington Park Clubhouse, 6806 Covington Garden Drive, Apollo Beach, FL 33572

Board of Supervisors	Stephen Brown	Chairman
	Scott Harrison	Vice Chairman
	Tarlese Allen	Assistant Secretary
	Jennifer Van Haren	Assistant Secretary
	Dr. Ronald Blue	Assistant Secretary
District Manager	Angel Montagna	Rizzetta & Company, Inc.
District Counsel	Biff Craine	Brooks, Sheppard & Rocha
District Engineer	Richard Ellis	Dewberry Engineers

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 9428 CAMDEN FIELD PARKWAY • RIVERVIEW, FL 33578
www.covingtonparkcdd.org

May 19, 2020

Board of Supervisors
Covington Park Community
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Covington Park Community Development District will be held on **Wednesday, May 27, 2020 at 6:00 p.m.** via conference call pursuant to Governor DeSantis' Executive Order 20-69 (as extended by Executive Order 20-112). The following is the advanced agenda for this meeting:

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

2. AUDIENCE COMMENTS

3. STAFF REPORTS

- A. Field Manager Report and Landscaper's Responses.....Tab 1
 - i. Consideration of LMP's Proposals.....Tab 2
 - ii. Well Update
- B. Aquatics Report.....Tab 3
- C. District Counsel
- D. District Engineer
 - i. Update on Construction Project
- E. Community Coordinator Report and Proposals.....Tab 4
- F. District Manager
 - i. Announcement Regarding Registered Voter Count.....Tab 5
 - ii. Presentation of Audit for Year Ended 9-30-19.....Tab 6

4. BUSINESS ADMINISTRATION

- A. Consideration of Minutes of Board of Supervisors' Regular Meeting held on February 24, 2020Tab 7
- B. Consideration of Operation & Maintenance Expenditures for February and March 2020..... Tab 8
- C. Ratification of Series 2015 Requisitions – if any

5. BUSINESS ITEMS

- A. Discussion Regarding Construction Management Services, LLC Contract (tabled from last meeting)Tab 9
- B. Ratification of Resolution 2020-02, Adding Assistant Treasurer and Secretary.....Tab 10
- C. Ratification of Resolution 2020-03, Designating SignatoriesTab 11
- D. Presentation of Fiscal Year 2020/2021 Proposed Budget (usc)
 - i. Consideration of Resolution 2020-04, Approving Proposed Budget and Setting the Public Hearing on the Final Budget..Tab 12
- E. Discussion Regarding Re-Opening of Facilities
- F. Consideration of Proposal for Architectural and Engineering Services.....Tab 13

6. SUPERVISOR REQUESTS

7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions please do not hesitate to contact us at (813) 933-5571.

Respectfully,

Angel Montagna

District Manager

Tab 1

MINUTES OF MEETING

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

COVINGTON PARK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Covington Park Community Development District was held on **Monday, February 24, 2020 at 6:00 p.m.** at the Covington Park Clubhouse located at 6806 Covington Garden Drive, Apollo Beach, Florida 33572.

Present and constituting a quorum were:

Stephen Brown	Board Supervisor, Vice Chair
Scott Harrison	Board Supervisor, Vice Chairman
Tarlese Allen	Board Supervisor, Assistant Secretary
Jennifer Van Haren	Board Supervisor, Asst. Secretary <i>(joined the meeting in progress)</i>
Dr. Ronald Blue	Board Supervisor, Asst. Secretary

Also present were:

Angel Montagna	Regional District Manager, Rizzetta & Co., Inc.
Michael Rodriguez	District Manager, Rizzetta & Co., Inc.
Biff Craine	District Counsel; Petitt Worrell <i>(via conference call)</i>
Cathy Sobrito	Community Coordinator
Paula Means	Representative, LMP
Garth Rinard	Representative, LMP
Patrick Bell	Field Services Manager, Rizzetta & Company, Inc.
Audience	

FIRST ORDER OF BUSINESS

Call to Order and Pledge of Allegiance

Ms. Montagna called the meeting to order and conducted roll call. All present then stood and recited the Pledge of Allegiance.

SECOND ORDER OF BUSINESS

Audience Comments

An audience comment was entertained regarding pond issues. A discussion ensued. Another audience comment was entertained regarding Brazilian Peppers.

THIRD ORDER OF BUSINESS

Staff Reports

A. Field Manager Report

Mr. Bell presented and reviewed the Field Inspection Report dated February 10, 2020.

Mr. Bell presented several proposals from LMP. A discussion ensued. The Board approved the following proposals:

On a Motion by Mr. Brown, seconded by Dr. Blue, with all in favor, the Board of Supervisors approved LMP's proposal #64126 to remove limbs touching the gazebo in the Bell Tower Park (\$600.00) for the Covington Park Community Development District.

On a Motion by Dr. Blue, seconded by Ms. Allen, with all in favor, the Board of Supervisors approved LMP's proposal #64119 to replant around well/pump at Bristol (\$705.20) for the Covington Park Community Development District.

On a Motion by Mr. Harrison, seconded by Mr. Brown, with all in favor, the Board of Supervisors approved LMP's proposal #64339 to remove winter annuals and install summer annuals (\$4,050.00) for the Covington Park Community Development District.

On a Motion by Mr. Harrison, seconded by Ms. Allen, with three in favor and two opposed (Mr. Brown and Dr. Blue), the Board of Supervisors approved LMP's proposal #62550 to remove and enhance front entry median at Big Bend Road (\$16,912.75) for the Covington Park Community Development District.

On a Motion by Dr. Blue, seconded by Ms. Allen, with all in favor, the Board of Supervisors approved LMP's proposal #64230 to flush cut three dead Pine trees at end of Surrey Pines Rd. and one dead Palm tree at Flag Park (\$540.00) for the Covington Park Community Development District.

B. Aquatics Report

Ms. Montagna presented and reviewed the February Aquatics Report.

C. District Counsel

Mr. Craine stated that he sent a notice of default to Fieldstone A&E, LLC on

February 10th and he still has not received a response. A discussion ensued.

On a Motion by Dr. Blue, seconded by Ms. Allen, with all in favor, the Board of Supervisors approved allowing Fieldstone A&E, LLC an additional seven (7) days from February 24, 2020 to respond to the Notice of Default for the Covington Park Community Development District.

D. District Engineer

Ms. Montagna read Mr. Licari's emailed report to the Board.

E. Community Coordinator Report

Ms. Sobrito presented her report. She answered the Board's general questions. Ms. Sobrito stated that the swings have been repaired and the pergola is in process. A discussion ensued.

On a Motion by Mr. Harrison, seconded by Mr. Brown, with all in favor, the Board of Supervisors authorized the purchase of a new grill for the outside for the Covington Park Community Development District.

F. District Manager

Ms. Montagna noted that the next Board of Supervisors' regular meeting will be held on Monday, March 23, 2020 at 6:00 p.m. at the Covington Park Clubhouse located at 6806 Covington Garden Drive, Apollo Beach, FL 33572. A discussion ensued regarding holding a budget workshop. The Board decided to hold for their budget workshop on Monday, April 20th at 6:30 p.m. at the Covington Park Clubhouse.

FOURTH ORDER OF BUSINESS

**Consideration of Minutes of
Board of Supervisors' Meeting
held on January 27, 2020**

Ms. Montagna presented the January 27, 2020 meeting minutes to the Board. There was a change made to line 153 of the meeting minutes.

On a Motion by Mr. Brown, seconded by Mr. Harrison, with all in favor, the Board of Supervisors approved the minutes from the Board of Supervisors' meeting held January 27, 2020 as amended for the Covington Park Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Operations &
Maintenance Expenditures for
January 2020**

Ms. Montagna presented the January 2020 Operation and Maintenance

Expenditures.

On a Motion by Mr. Harrison, seconded by Ms. Allen, with all in favor, the Board of Supervisors ratified the Operations & Maintenance Expenditures for January 2020 (\$110,367.57) for the Covington Park Community Development District.

SIXTH ORDER OF BUSINESS

**Ratification of Series 2015
Requisition #31**

Ms. Montagna presented Series 2015 Requisition #31.

On a Motion by Ms. Allen, seconded by Mr. Brown, with all in favor, the Board of Supervisors ratified Series 2015 Requisition #31 - Fieldstone (\$18,445.00) for the Covington Park Community Development District.

SEVENTH ORDER OF BUSINESS

**Discussion Regarding
Construction Management
Services, LLC Contract**

This Board tabled this contract for modification.

EIGHTH ORDER OF BUSINESS

**Discussion Regarding Access
Maintenance, LLC Agreement**

A discussion ensued regarding the Access Maintenance, LLC Agreement.

On a Motion by Dr. Blue, seconded by Mr. Harrison, with all in favor, the Board of Supervisors authorized District Counsel to draft an updated Addendum to the Access Maintenance, LLC Agreement for the Covington Park Community Development District.

NINTH ORDER OF BUSINESS

**Discussion Regarding Removal
of Brazilian Peppers**

The Board decided to discuss this item at their budget workshop in April.

TENTH ORDER OF BUSINESS

Supervisor Requests

Ms. Montagna asked if there were any Supervisor requests. Dr. Blue discussed Monarch, irrigation and the facilities report.

Mr. Harrison commented on the amenities project.

Mr. Brown stated that Mr. Harrison can write a summary for the HOA newsletter. He also spoke about finances, the construction account, carry forward funds and communication with vendors. A discussion ensued.

An audience comment was made from Bill Irwin who stated that he was meeting

with a Civil Engineer. A discussion ensued.

ELEVENTH ORDER OF BUSINESS

Adjournment

Ms. Montagna stated that if there was no further business to come before the Board than a motion to adjourn would be in order.

On a Motion by Ms. Allen, seconded by Mr. Harrison, with all in favor, the Board of Supervisors adjourned the meeting at 8:07 p.m. for the Covington Park Community Development District.

Assistant Secretary

Chair / Vice Chair

Tab 2

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

Operation and Maintenance Expenditures February 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2020 through February 29, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$48,440.34**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Covington Park Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2020 through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
A Bales Security Agency, Inc.	002261	37172	Security Patrol 01/12/20-01/25/20	\$ 660.00
A Bales Security Agency, Inc.	002274	37201	Security Patrol 01/26/20-02/08/20	\$ 660.00
ABM Building Services, LLC	002254	14764066	Maintenance Agreement 01/20	\$ 367.00
ABM Building Services, LLC	002277	14850060	Maintenance Agreement 02/20	\$ 367.00
Access Residential Management LLC	002262	CPCDD-2020-02	Management Fee 02/20	\$ 1,400.00
Access Residential Management LLC	002262	CPCDD-2020-02-PR	Payroll 02/20	\$ 11,482.84
Beyond Fitness Equipment Repair	002264	010620	Repair/Maintenance 01/20	\$ 150.00
Beyond Fitness Equipment Repair	002264	111919	Repair/Maintenance 11/19	\$ 229.00
BOCC	002251	3434800000 01/20	7036 Monarch Park Drive 01/20	\$ 30.12
BOCC	002251	8825800000 01/20	7734 Covington Stone Avenue 01/20	\$ 13.59
BOCC	002263	Water Summary-01/20	BOCC Water Bill Summary - 01/20	\$ 339.94
Covington Park CDD - Debit Card	CD0897	Debit Card Replenishment	Debit Card Replenishment	\$ 601.75
Dog Waste Depot	002265	308263	Dog Waste Roll Bags 11/19	\$ 610.86

Covington Park Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2020 through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Revenue	002252	Sales Tax 01/20	Sales Tax 01/20	\$ 166.39
Frontier Florida LLC	002275	112515-5 02/20	Fios Internet 02/20	\$ 161.82
Home Depot Credit Services	002266	322531918559 01/20	Clubhouse Office/Janitor Supplies 01/20	\$ 73.25
Landscape Maintenance Professionals, Inc.	002253	149807	Irrigation Repairs 01/20	\$ 99.20
Landscape Maintenance Professionals, Inc.	002276	149844	Landscape Maintenance 02/20	\$ 12,389.50
Landscape Maintenance Professionals, Inc.	002267	150062	Irrigation Repairs 01/20	\$ 381.16
Landscape Maintenance Professionals, Inc.	002272	150175	Pest Control 01/20	\$ 675.00
Lenox Millennial Cleaning, LLC	002273	10037	Clubhouse Cleaning 02/20	\$ 425.00
Mobile Helpdesk, Inc. dba MHD Communications	002278	20013	Camera Assistance 12/19	\$ 33.75
Mobile Helpdesk, Inc. dba MHD Communications	002278	20052	Camera Assistance 01/20	\$ 33.75
Remson Aquatics, LLC	002279	112277	Lake Maintenance 02/20	\$ 2,915.00
Republic Services # 696	002280	0696-000859370	6806 Covington Garden Dr 03/20	\$ 277.78
Rizzetta & Company, Inc.	002255	INV0000046535	District Management Fees 02/20	\$ 6,812.50

Covington Park Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2020 through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Technology Services, LLC.	002256	INV0000005508	Email/Website Hosting Services 02/20	\$ 190.00
Ronald W Blue	002258	RB012720	Board of Supervisors 01/27/20	\$ 200.00
Scott Harrison	002260	SH012720	Board of Supervisors 01/27/20	\$ 200.00
Sprint	002281	536265800-120	Board Member and Staff Cell Phones 01/20	\$ 170.04
Stephen J Brown	002259	SB012720	Board of Supervisors 01/27/20	\$ 200.00
Tarlese Allen	002257	TA012720	Board of Supervisors 01/27/20	\$ 200.00
TECO	002268	211015064275-01/20	7411 Surrey Pines Dr 01/20	\$ 230.80
TECO	002268	211015064382-01/20	7574 Oxford Garden 01/20	\$ 47.77
TECO	002268	311000010158 01/20	Summary Bill 01/20	\$ 4,520.09
Zebra Cleaning Team, Inc.	002269	3400	Chemical Pump 02/20	\$ 425.44
Zebra Cleaning Team, Inc.	002282	3406	Pool Cleaning 02/20	<u>\$ 700.00</u>
Report Total				<u><u>\$ 48,440.34</u></u>

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COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

Operation and Maintenance Expenditures March 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2020 through March 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$83,359.55**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Covington Park Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2020 through March 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
A Bales Security Agency, Inc.	002295	37228	Security Patrol 02/09/20-02/22/20	\$ 660.00
A Bales Security Agency, Inc.	002311	37253	Security Patrol 03/01/20-03/14/20	\$ 660.00
ABM Building Services, LLC	002316	14953478	Maintenance Agreement 03/20	\$ 367.00
Access Residential Management LLC	002296	CPCDD-2020-03	Management Fee 03/20	\$ 1,400.00
Access Residential Management LLC	002296	CPCDD-2020-03-PR	Payroll 03/20	\$ 12,861.98
Apollo Beach Plumbing Inc.	002297	8331	Service Call - 02/20	\$ 245.00
BOCC	002284	3434800000 02/20	7036 Monarch Park Drive 02/20	\$ 35.18
BOCC	002320	3434800000 03/20	7036 Monarch Park Drive 03/20	\$ 52.10
BOCC	002284	8825800000 02/20	7734 Covington Stone Avenue 02/20	\$ 13.59
BOCC	002320	8825800000 03/20	7734 Covington Stone Avenue 03/20	\$ 13.59
BOCC	002298	Water Summary 02/20	BOCC Water Bill Summary - 02/20	\$ 332.81
Cathy Sofrito	002308	030520	Reimbursement 03/20	\$ 293.78
Covington Park CDD - Debit Card	CD0899	CD0899	Debit Card Replenishment	\$ 680.64
Covington Park CDD - Debit Card	CD0900	CD0900	Debit Card Replenishment	\$ 274.97

Covington Park Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2020 through March 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Dewberry Engineers Inc	002287	1792111	Engineering Services 01/20	\$ 849.01
Dewberry Engineers Inc	002321	1804219	Engineer Services Billed Though 02/28/20	\$ 450.00
Dog Waste Depot	002322	329237	Dog Waste Roll Bags	\$ 276.58
Florida Department of Revenue	002299	Sales Tax 02/20	Sales Tax 02/20	\$ 21.94
Frontier Florida LLC	002314	112515-5 03/20	Fios Internet 03/20	\$ 161.82
Frontier Florida LLC	002288	121515-5 - 02/20	Fios Internet 02/20	\$ 177.54
Frontier Florida LLC	002323	121515-5 - 03/20	Fios Internet 03/20	\$ 177.54
Grau & Associates	002305	19188	Audit Services for PE 09/30/19	\$ 4,400.00
Home Depot Credit Services	002300	322531918559 02/20	Clubhouse Office/Janitor Supplies 02/20	\$ 440.00
Jennifer Van Harem	002294	JV022420	Board of Supervisors 02/24/20	\$ 200.00
Landscape Maintenance Professionals, Inc.	002315	150433	Landscape Maintenance 03/20	\$ 12,389.50
Landscape Maintenance Professionals, Inc.	002290	150678	Tree Trim/Prune 02/20	\$ 600.00
Landscape Maintenance Professionals, Inc.	002290	150679	Tree/Palm Removal 02/20	\$ 540.00
Landscape Maintenance Professionals, Inc.	002301	150843	Fertilizer 02/20	\$ 4,520.50

Covington Park Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2020 through March 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Landscape Maintenance Professionals, Inc.	002301	150844	Pest Control 02/20	\$ 350.00
Landscape Maintenance Professionals, Inc.	002301	150864	Irrigation Repairs 02/20	\$ 40.77
Landscape Maintenance Professionals, Inc.	002306	151069	Plant Install 03/20	\$ 705.20
Landscape Maintenance Professionals, Inc.	002315	151089	Plant Install 03/20	\$ 16,912.75
Landscape Maintenance Professionals, Inc.	002315	151106	Spring Annuals 03/20	\$ 4,050.00
Lenox Millennial Cleaning, LLC	002310	10044	Clubhouse Cleaning 03/20	\$ 425.00
Office Depot Credit Plan	002307	568510096415 02/20	Clubhouse Office/Janitor Supplies 02/20	\$ 322.93
Remsen Aquatics, LLC	002317	112403	Lake Maintenance 03/20	\$ 2,915.00
Republic Services # 696	002324	0696-000865547	6806 Covington Garden Dr 04/20	\$ 277.78
Rizzetta & Company, Inc.	002291	INV0000047390	District Management Fees 03/20	\$ 6,812.50
Rizzetta Technology Services, LLC.	002292	INV0000005608	Email/Website Hosting Services 03/20	\$ 190.00
Ronald W Blue	002285	RB022420	Board of Supervisors 02/24/20	\$ 200.00
Scott Harrison	002289	SH022420	Board of Supervisors 02/24/20	\$ 200.00
Sign Solutions of Tampa Bay, Inc.	002293	47516	Relocate Avenue Banners 02/20	\$ 332.50

Covington Park Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2020 through March 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Sprint	002318	536265800-121	Board Member and Staff Cell Phones 02/20	\$ 170.04
Stephen J Brown	002286	SB022420	Board of Supervisors 02/24/20	\$ 200.00
Tirolese Allen	002283	TA022420	Board of Supervisors 02/24/20	\$ 200.00
TECO	002309	211015064275 - 02/20	7411 Surrey Pines Dr 02/20	\$ 223.20
TECO	002309	211015064382 - 02/20	7574 Oxford Garden 02/20	\$ 48.79
TECO	002303	311000010158 02/20	Summary Bill 02/20	\$ 4,680.02
Terminix	002304	394441373	Pest Control Services 02/20	\$ 174.00
Zebra Cleaning Team, Inc.	002319	3424	Pool Cleaning 03/20	<u>\$ 834.00</u>
Report Total				<u>\$ 83,359.55</u>

Tab 3

PROJECT MANAGEMENT AGREEMENT

This Project Management Agreement (the "Agreement") is dated and entered into as of _____, 2018, between the Covington Park Community Development District, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes whose address is 6806 Covington Garden Drive, Apollo Beach, Florida 33572 (the "District"), and Construction Management Services LLC, a Florida limited liability corporation, whose address is 5233 Moon Shell Drive, Apollo Beach, Florida 33572 (the "Project Manager").

BACKGROUND AND PURPOSE

WHEREAS, the Covington Park Community Development District ("District") is a local unit of special-purpose government located in Hillsborough County, Florida, and established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Uniform Act"), by Ordinance enacted by the Board of County Commissioners of Hillsborough County, Florida; and

WHEREAS, the District has determined that it is in the best interests of the present and future landowners within the District to construct and deliver certain community development services and facilities within the District, including, without limitation, an internal roadway system, recreational facilities, a sewage collection system and related facilities, drainage control facilities, a stormwater management system and facilities, a potable water distribution system, and master entryways, street lighting, and landscaping (such facilities, systems, and improvements are collectively referred to herein as the "Project"). The Project is more specifically described in the *2018 Supplemental Report of District Engineer 2018 Amenity Improvement Project*, dated February 1, 2018 (the "Engineer's Report"), dated as of February 1, 2018, prepared by Heidt Design, Inc.; and

WHEREAS, the District does not have in its employ personnel to supervise construction of the Project and perform on-site project and construction management services. In addition, District lacks physical support facilities needed to properly supervise construction of the Project; and

WHEREAS, The Project Manager has personnel with the expertise necessary to perform on-site project and construction management and to make the detailed and technical decisions necessary to maintain compliance with the terms and conditions of the construction contract in a cost effective and efficient manner; and

WHEREAS, Given the unique skills of the Project Manager, the District has determined that it is in the District's best interest to enter into this Agreement with the Project Manager to provide the services described herein. Further, the services to be provided for herein are not required by law to be competitively bid, nor do the type and combination of services to be provided lend themselves to a bidding process; and

WHEREAS, The Project Manager has agreed to perform the services provided for in this Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

OPERATIVE PROVISIONS

Section 1. Engagement of the Project Manager. The District hereby engages the Project Manager to perform the services set forth herein with respect to various construction and related contracts (collectively the "Construction Contracts") entered into or to be entered into between the District and the constructor of the Project. (the "Project Contractor"). The Construction Contracts include all contracts required to construct the Project.

Section 2. Services to be Performed by the Project Manager. The Project Manager shall supervise and coordinate the design, development, and construction of the Project. In connection with the performance of such duties, the Project Manager is hereby authorized and the Project Manager agrees to perform the following:

2.1 General Contractors. In accordance with requirements of Florida law, as needed, assist the District and the District Engineer in the negotiation of Construction Contracts with the Contractor and all other subcontractors and suppliers of materials and services necessary to complete construction of the Project, including change orders as necessary. The Project Manager shall assist the District Engineer in recommending for selection by the District all other contractors and suppliers which the Project Manager reasonably believes may be necessary or helpful to complete the Project.

2.2 Project Design. Work with the District Engineer to coordinate the performance by consultants having responsibility for the design of the Project and the preparation of the plans and specifications therefor. All plans and specifications for the Project shall be submitted to the District for its approval. In addition to the District Engineer, the Project Manager shall also review all requests for payment by such professionals and shall determine that all work and materials contained in such requests have been performed and provided to the Project.

2.3 Construction Contracts. Provide general administration of the Construction Contracts and coordinate the work of the Contractor to complete the Project. Specifically, during the construction period, the Project Manager shall:

(i) Periodically hold construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling.

(ii) Use all reasonable efforts to obtain satisfactory performance from all parties performing services or providing materials and supplies to the Project. The Project Manager shall, from time to time, send suitably qualified personnel to oversee construction, monitor the progress of the work on the Project, and observe the Project. The Project Manager shall notify and make recommendations to the District when it learns that the requirements of a contract are not being fulfilled and the nonperforming party will not take satisfactory corrective action.

(iii) Recommend necessary or desirable changes to the Project, review requests for changes, assist in negotiating proposed change orders, submit recommendations to the District, and if accepted, prepare change orders.

(iv) Select and retain, with the District Engineer's review and the District's approval, the professional services of surveyors, consultants and testing laboratories, if required, and coordinate their services and monitor their reports.

(v) Consult with the District Engineer and the District if the Contractor requests interpretations of the meaning and intent of the plans and specifications or any other matter and assist in the resolution of questions which may arise.

(vi) When the Project Manager considers a Contractor's work or a designated portion thereof to be substantially complete, the Project Manager shall prepare or cause to be prepared a list of incomplete or unsatisfactory items and a schedule for their completion. The Project Manager shall assist the District Engineer in conducting inspections of the Contractor's work. After the District Engineer certifies the date of substantial completion of the work, the Project Manager shall work with the District Engineer and Contractor to coordinate the final correction and completion of the work.

(vii) Assist the District Engineer in determining when the Project, or a designated portion thereof, are substantially complete. Use all reasonable efforts to secure and transmit to District required guarantees, permits, affidavits, releases, bonds, and waivers.

(viii) Perform such additional administrative and coordinating functions as the District may reasonably deem necessary to accomplish the orderly and proper construction of the Project within the time and budgetary parameters set by District and in accordance with the approved plans and specifications for the Project.

2.4 Limitations on the Project Manager's Duties. The Project Manager shall not be responsible for or have control over construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the development and construction of the Project. The Project Manager shall not be responsible for or have control of accounting or cash disbursements for the District.

Section 3. Compensation. In consideration of the performance by the Project Manager of the services to be provided pursuant to this Agreement, the District shall pay the Project Manager a Management Fee of \$48 per hour to be paid per invoice, with the last invoice to be paid upon the completion of the Project. In addition to the Management Fee, the Project Manager may request reimbursement for its reasonable out of pocket expenses not to exceed, without prior approval, \$200.00 per month in aggregate. All such reasonable out of pocket expenses shall be supported by adequate vouchers and receipts, and shall be reimbursable only to the extent permitted by applicable law. Any individual request for reimbursement of out of pocket expenses in excess of \$200.00, must be approved by the District's Board of Supervisors.

Section 4. Term. The term of this Agreement shall be until completion of the work required pursuant to the Contracts. The District may terminate this Agreement without cause with a thirty (30) day notice to the Project Manager. The Project Manager may terminate this Agreement without cause with a sixty (60) day written notice to the District. In the event of such a termination without cause by either party, the Project Manager shall be entitled to a pro rata portion of the compensation through and including the effective termination date.

Section 5. Default by the Project Manager. If the Project Manager fails to perform its duties hereunder or materially breaches the terms and conditions of this Agreement and such breach continues for ten (10) days following the receipt of written notice from District to the Project Manager to cure such breach, the District may, at its option, terminate this Agreement by providing written notice thereof to the Project Manager at least twenty (20) days prior to the

effective date of such termination. In the event of such termination, the Project Manager shall only be entitled to a pro rata portion of the compensation through and including the date of receipt of written notice from District to the Project Manager to cure the breach.

Section 6. Management, Insurance, and Miscellaneous.

6.1 Management. The Project Manager shall provide the management and personnel necessary to perform this Agreement, shall be responsible for the payment of all payroll taxes and benefits, and shall comply with all workers' compensation requirements and any and all other laws and regulations required to employ the personnel to perform this Agreement. Further, the Project Manager shall be responsible for obtaining all necessary permits and registrations and shall comply with all codes, laws and regulations for the performance of the work required under this Agreement. Employees of the Project Manager shall be managed, supervised and take their day-to-day direction from the Project Manager. The District shall have the authority to request status reports or request the attendance of employees of the Project Manager at District meetings to provide status reports and updates to the District. It is acknowledged and agreed that the Project Manager is an independent contractor with respect to the duties to be performed by it under this Agreement.

6.2 Insurance. Project Manager shall obtain, at its sole cost, the following insurance for the Management Activities:

(i) Workers' or Workmen's Compensation in statutory limits - claims under Workers' or Workmen's Compensation, disability benefit and other similar employee benefit laws which are applicable to the work to be performed (the Workers' or Workmen's Compensation policy shall not name the District as an additional insured);

(ii) Commercial general liability, including contractual liability, with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury and property damage, and not less than Two Million Dollars (\$2,000,000) in the aggregate. Commercial General Liability Insurance required under this paragraph shall be written on an occurrence basis;

(iii) Excess liability insurance in umbrella form with limit of \$2,000,000 per occurrence; and

(iv) Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned, hired and rented vehicles with combined single limit of One Million Dollars (\$1,000,000). A policy period inception date of not later than the anticipated work under the Agreement, expiring upon completion of the services to be provided hereunder.

(v) The above policies may be carried under a "blanket" policy or policies covering other properties or Project for which Project Manager provides similar services, provided that limits are allocated to each property or project.

6.3 Waivers. The District and Project Manager waive all rights against each other and their respective indemnities covered under this Agreement, for damages caused by fire or other perils to the extent covered by insurance obtained or required to be obtained pursuant to this Agreement, except rights that they may have to the proceeds of such insurance held by the insuring party. Insurance policies shall be endorsed to include such waivers of subrogation.

6.4 Applicable Law; Venue. This Agreement, and the rights, interests and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action hereunder, in law or equity, shall be solely in Polk County, Florida.

6.5 Entire Agreement. This Agreement is the entire agreement of the parties with respect to the subject matter contained herein.

6.6 No Modification. No modification to this Agreement shall be valid unless in writing and signed by the parties.

6.7 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and sent by registered or certified mail, postage pre-paid, return receipt requested, or sent by expedited courier service to the addresses set forth below. Any notice shall be deemed given upon receipt.

District:	Rizzetta & Company, Inc. 3434 Colwell Avenue, Suite 200 Tampa, FL 33614 Attention: Grant Phillips
Project Manager:	Construction Management Services, LLC 5233 Moon Shell Drive Apollo Beach, Florida 33572 Attention: Mike Ambriati

{Remainder of page intentionally blank}

IN WITNESS THEREOF, the District and the Project Manager have caused this Agreement to be duly executed as of the day and year first above written.

**COVINGTON PARK COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST TO:

Secretary

Signed, sealed and delivered in the presence
of:

Print Name:

Print Name

By: _____
Name: _____
Its: _____

Date: _____, 2018

Mike Ambriati, as Project Manager

By: _____
Name: _____
Its: _____

Date: _____, 2018

Tab 4

RESOLUTION 2020-02

**A RESOLUTION ELECTING THE OFFICERS OF THE COVINGTON
PARK COMMUNITY DEVELOPMENT DISTRICT**

WHEREAS, the Board of Supervisors of the Covington Park Community Development District desires to elect the below recited persons to the offices specified.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE COVINGTON PARK DEVELOPMENT
DISTRICT:**

1. The following persons are elected to the offices shown:

Chairman	<u>Stephen Brown</u>
Vice Chairman	<u>Scott Harrison</u>
Secretary	<u>Bob Schleifer</u>
Treasurer	<u>Scott Brizendine</u>
Asst. Treasurer	<u>Shawn Wildermuth</u>
Asst. Secretary	<u>Ronald W. Blue</u>
Asst. Secretary	Jennifer Van Haren
Asst. Secretary	<u>Tarlese Allen</u>

PASSED AND ADOPTED this 7th day of **APRIL, 2020.**

ATTEST:

**COVINGTON PARK
DEVELOPMENT DISTRICT**

Angel Montagna
Secretary/Assistant Secretary

Stephen J. Brown
Chairman, Board of Supervisors

Tab 5

RESOLUTION 2020-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S), AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") has selected a depository as defined in Section 280.02, Florida Statutes, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

WHEREAS, the Board desires now to authorize signatories for the operating bank account(s).

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The Chairman, Vice Chairman, Secretary, Assistant Secretaries and Treasurer and Assistant Treasurer are hereby designated as authorized signatories for the operating bank accounts of the District.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF MAY 2020.

**COVINGTON PARK COMMUNITY
DEVELOPMENT DISTRICT**


CHAIRMAN / VICE CHAIRMAN

ATTEST:


SECRETARY / ASSISTANT SECRETARY

Tab 6

RESOLUTION 2020-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2019/2020 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors of the Covington Park Community Development District ("Board") prior to June 15, 2020, proposed budgets for Fiscal Year 2020/2021; and

WHEREAS, the Board has considered the proposed budgets and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT:

1. BUDGETS APPROVED. The budgets proposed by the District Manager for Fiscal Year 2019/2020 attached hereto as Exhibit A are hereby approved as the basis for conducting a public hearing to adopt said budgets.

2. SETTING A PUBLIC HEARING. A public hearing on said approved budgets is hereby declared and set for the following date, hour and location:

DATE: July 27, 2020

HOUR: 6:00 P.M.

LOCATION: Covington Park Clubhouse
6806 Covington Garden Drive
Apollo Beach, FL 33572

**Please note that pursuant to Governor DeSantis' Executive Order 20-69 (as extended by Executive Order 20-112 and as it may be further extended or amended) relating to the COVID-19 public health emergency and to protect the public and follow the CDC guidance regarding social distancing, such public hearing and meeting may be held telephonically or virtually. Please check on the District's website for the latest information: <https://www.covingtonparkcdd.org/>.*

3. TRANSMITTAL OF BUDGETS TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the proposed budgets to Hillsborough County at least 60 days prior to the hearing set above.

4. POSTING OF BUDGETS. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the approved budgets on the District's website at least two days before the budget hearing date as set forth in Section 2. If the District does not yet have its own website, the District's Secretary is directed to transmit the approved budgets to the manager or administrator of Hillsborough County for posting on Hillsborough County's website.

5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF MAY, 2020.

ATTEST:

**COVINGTON PARK COMMUNITY
DEVELOPMENT DISTRICT**

Asst. Secretary

Chair / Vice Chair

Exhibit A: Fiscal Year 2020-2021 Budget

Exhibit A:

Proposed Budget for FY 2020/2021

Tab 7



Professional Services Agreement

April 12, 2020

CONSULTANT: Fieldstone Architecture & Engineering (FAE)
14055 Riveredge Dr. Suite 460
Tampa, FL

CLIENT: Angel Montagna
District Manager
Rizzetta & Company
3434 Colwell Ave, Suite 200

Proposal for Architectural and Engineering Services

Covington Park Amenity | Riverview FL

Project No.: 1729901.100

Additional Services as an Addendum to the Primary Contract dated February 28, 2017

Additional Scope of Services:

This Addendum is a for additional services authorization (ASA) to address Hillsborough County Stormwater Division requirements to permit this project. The services required to fully address the solution cannot be defined or total effort assessed at this time; however, an initial investigation can and shall be conducted in order to further define the project path.

Background information: The Hillsborough County Stormwater Division indicated that the Covington Park project is located on a floodplain area with 100-year elevation of 39.7 NAVD. The floodplain classification is indicated by the County watershed model for Bullfrog Creek. The County requested the identification of the floodplain encroachment volumes and provide the necessary compensation. The floodplain elevation can be verified checking the Bullfrog Creek model basin boundaries and connectivity information. The County would allow the revision of the watershed model based on specific physical features of the basins or connecting elements of the stormwater system. Lowering the floodplain elevation in the project site could eliminate or minimize the floodplain compensation required.

The services required to resolve the Hillsborough County site plan permit review comments and matters related to the Hillsborough County Stormwater Division will be performed by George F Young Civil Engineers by subcontract to Fieldstone A&E, LLC. The services required will involve Engineers Walter DeGoes, Antonio Serbia and CAD support necessary for the calculations.

The first step toward the solution will be to calculate the storm water volume required to be compensated using the floodplain as shown on the model (39.7'). This will allow the Covington Park CDD Board to decide if compensating for that volume is acceptable, or if they prefer a more involved alternative solution by modifying the Hillsborough County watershed model to try to minimize the floodplain areas within the project site due to a lesser required compensation.

The effort to conduct the initial floodplain resolution investigation and assist the Covington Park CDD Board in selecting the appropriate option to meet their project goals, shall be billed hourly not to exceed**\$4,600.00.**

Acceptance:

A signed copy of this proposal will constitute our Agreement and authorizes FAE and their CONSULTANTS to begin work. We appreciate the opportunity to work together to create a highly successful project.

Offered by (FIELDSTONE):

Accepted by (CLIENT):

(Signature and date)

(Signature and date)

Daniel Langefels, as Vice President

(Printed Name and title)

(Printed Name and title)