

Covington Park Community Development District

Board of Supervisors' Meeting November 27, 2023

District Office: 2700 S. Falkenburg Rd. Suite 2745 Riverview, FL 33578

www.covingtonparkcdd.org

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors	Stephen Brown Vacant Tarlese Allen Rick Reidt David Koch	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Matt O'Nolan	Rizzetta & Company, Inc.
District Counsel	David Jackson	Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
District Engineer	Giacomo Licari Rey Malave	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 Office forty-eight before the District at least (48) hours 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 • 2700 S. Falkenburg Rd, Suite 2745 • RIVERVIEW, FL 33578 www.covingtonparkcdd.org

11/22/2023

Board of Supervisors Covington Park Community Development District

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Covington Park Community Development District will be held on **Monday, November 27, 2023 at 6:00 p.m.**, at the Covington Park Clubhouse, located at 6806 Covington Garden Drive, Apollo Beach, FL 33572. The following is the agenda for this meeting:

	_	ORDER/ROLL CALL	
		OF ALLEGIANCE	
3.		CE COMMENTS	
	A.	Acceptance of Resignation of Scott Harrison from the	
	OTAFE 5	Board and DAA role	
4.	STAFF R		T 1 4
	Α.	Landscape Inspection Report and Landscaper's Responses	
	В.	Presentation of Aquatics Report	. Tab 2
	C.	Community Coordinator Report	
	D.	District Engineer Report	
	_	Discussion on Construction Project	
	Ε.	District Counsel	
	F.	District Manager	T . 0
		Review of District Manager Report	
_	D	Review of October Financial Statement	. USC
5.		SS ADMINISTRATION	
	A.	Consideration of Minutes of Board of Supervisors' Meeting	T . 5
	_	held on October 25, 2023 & September 25, 2023 (revised)	. Tab 5
	В.	Ratification of Operation & Maintenance Expenditures for	T . 0
_	DUOINE	October 2023	. Tab 6
6.	BUSINES		T . 7
	Α.	Continued Public Hearing on Amenity Rules and Rates	. I ab /
	В.	Consideration of Resolution 2024-01, Rules and Rates	T
	•	for All Amenity Facilities	
	C.	Consideration of Security Guard Services Agreement	
	D.	Consideration of MHD Gate Access Proposal	
	E.	Consideration of Redwire Camera Quote	
	F.	Presentation of Construction Administration Duties	
	•	Designation of Replacement/Interim Project Manager (DAA Designation of Replacement/Interim Project Manager (DAA) Designation of Replacement/Interim Project Manager (DAA))
	G.	Presentation of 3 rd Quarter Website Audit	
	Н.	Consideration of Resume for Vacant Board Seat	. Tab 14
_	l.	Discussion on Advertising Vacant Board Seat	
_	SUPERVISOR REQUESTS ADJOURNMENT		
8.	ADJOUR	KNIVIEN I	

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,

Matt O'Nolan

District Manager

Tab 1

COVINGTON PARK

LANDSCAPE INSPECTION REPORT



November 7th, 2023
Rizzetta & Company
John Fowler

Landscape Specialist



Summary & Scoring

- ☐ Continue to let buffers around the lakes to form but need to start maintaining the ones that have been established.
- ☐ Fertilizer should be scheduled in October. What will the dates be?

The following are action items for LMP to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red te indicates a deficiency of over a month. Bold Red text indicates a deficiency of over two months. Green te indicates a proposal has been re uested. Blue indicates an irrigation issue. Staff tasks will be shown in Orange.

Performance Scores

Scale: 0 □ 10

- 1. <u>Turf Conditions</u> □ 10.00
- 0 10-point scale in each of the 5 categories: Turf Conditions, Palm/Tree Conditions, Plant Conditions, Bed Conditions, and Installations/Projects.
- 2. <u>Tree/Palm Conditions</u> □ 9.25
- Starting with a ten-point score.
- 3. Plant Conditions □ 10.00
- Minus 0.25 points for each red item – over a month deficient for each item in each category.
- 4. Bed Conditions □ 9.75
- Another minus 0.25 points for each red item that goes bold – over two months deficient for each item in each category.
- 5. Installations/Projects □ 10.00
- Coloring red for 0-3.5, orange for 3.51 to 6.5, green for 6.51 to 10.



Main Entrance, CGD, Regents & Surrey

- Investigate a Pine Tree in decline on the West ROW of Covington Gardens Dr. between Big Bend Rd. and Surrey Pines Dr.
- 2. Remove a Brazilian Pepper growing in the ornamental grasses at Flagpole Park.
- 3. Treat the weeds in the tree beds at Flagpole Park that have recently been mulched.
- There is a small stump that needs removal in the bed at Flagpole Park by the road. (Pic. 4)



- Treat small ant mounds starting to form at Flagpole Park.
- 6. There is a random hole, most likely created by an animal, at the roundabout on Surrey Pines Dr. Needs to be filled in. (Pic. 6)



- 7. Remove dead flower structures in the Bird of Paradise at the median entrance into Surrey subdivision.
- 8. Schedule a pruning event for the Bougainvillea at the median entrance into Surrey subdivision.
- 9. Remove the dead fruiting structures in the Pygmy Date Palms at the median entrance into Surrey subdivision.
- 10. Treat the weeds in the beds on Covington Gardens Dr. West ROW between Surrey Pines Dr. and Regents Village Way.
- 11. Clean out the dead in the Fla□Lilies at Regent Way median monument on the e⊡t side. (Pic. 11)



- 12. Prune dead palm fronds or fronds laying on the Arboricola on Covington Gardens Way just North of Regent Village Way.
- 13. There is hanging palm frond that was nicked during pruning that needs to be removed on median island on Covington Stone Ave. just West of Covington Gardens Dr.
- 14. There is a tree limb growing over the fence into the lift station that needs to be lifted on Covington Gardens Dr. just North of the amenity center.



CSA, Cambridge, Guilford, Cromwell

- 15. <u>Dead hanging palm fronds at the entrance side of Guilford that need to be removed.</u>
- 16. Diagnose and treat declining Firebush on the backside of the entrance median into Guilford. Does this need to be replaced? (Pic. 16)



- 17. Dead hanging palm fronds on the entrance side of the Cromwell and Covington Stone intersection.
- 18. Schedule a light pruning for the Copperleaf in front of the Carrington monument that is starting to encroach the lettering.
- 19. Scout and treat a couple small ant mounds starting to form along the sidewalk of Covington Stone Ave. from Covington Gardens Dr. to Waterset Blvd.
- 20. There is a Pine branch that fell and is sticking out of the ground on the South ROW of Covington Stone Ave. across the street from the school.
- 21. Continue to monitor and raise any canopies over the sidewalk and blocking signage from Covington Stone Ave. to O ford Garden Cir.
- 22. Dead hanging Queen Palm frond on Covington Gardens Dr. just as you are e∐ting O⊡ford Garden Cir.

- 23. Diagnose and treat declining Juniper on the first median of Covington Stone Ave. just East of Covington Gardens Dr. Remove any dead or declining material.
- 24. Asking when the approved enhancement will be performed in the first median of Covington Stone Ave. just East of Covington Gardens Dr.
- 25. Need to remove a tree limb on the canvas roof of the gazebo at the Monarch pool. (Pic. 25)



26. Prune the shrubs growing through the aluminum fence at the Monarch pool as well as prune the dead fronds and fruiting structures out of the palms within the fence. (Pic. 26)



27. Remove Brazilian Peppers growing in the shrubs behind the Monarch pool area on the opposite side of the sidewalk.



CSA, Cambridge, Guilford, Cromwell

- 28. There is a large tree branch growing over and starting to touch the front part of the roof at Monarch Pool.
- 29. Raise any low Oak canopies in Bristol Park to the contract specification.
- 30. Asking if mulch has been approved and when is installation for the new shrubs at Bristol Park? Weeds are starting to grow within them.
- 31. Treat the weeds in the bed at Wiltshire Park Pl. roundabout.
- 32. Investigate a couple small trees that appear dead on Covington Gardens Dr. East ROW on the backside of Wiltshire Park Pl.
- 33. Dead hanging palm fronds at the intersection of Bristol Park Dr. and Covington Gardens Dr.
- 34. Clean up the weeds and vines at triangle bed on Devonbridge Garden Way ROW. (Pic. 34)





Proposals

1. LMP to provide a proposal to raise the tree canopies touching the building roof and gazebo covering at the Monarch pool. Items #25 and 28 in the report. (Pic. 1)







COVINGTON FIELD INSPECTION REPORT RESPONSE

Date Inspection Report Performed11.7.23
Date LMP Received Report11.15.23
LMP Response Date11.15.23

- Carry Overs
- Completed
- - LMP Response
- 1. LMP arborist is submitting a proposal for removal.
- 2. Completed.
- 3. Will be completed week of 11.27.23.
- 4. Will flush cut week of 11.27.23.

- 5. Will treat week of 11.27.23. Ongoing.
- 6. Interesting. We will bring some soil week of 11.27.23.
- 7. Will complete week of 11.27.23.
- 8. Will schedule 12.11.23.
- 9. Will schedule with Bougainvillea on 12.11.23.
- 10. Weed control throughout property week of 11.27.23.
- 11. Will complete by week of 11.27.23.
- 12. Will complete detail week of 11.27.23.
- 13. Will remove with pole saw week of 11.27.23 if reachable.
- 14. Will complete detail week of 11.27.23.

- 15. Ongoing. Will schedule week of 12.11.23.
- 16. This was replaced.
- 17. This will be completed week of 11.27.23 with polesaw.
- 18. Will complete detail week of 11.27.23.
- 19. Ongoing.
- 20. I'll investigate this for removal. Bring chainsaw detail week.
- 21. Ongoing.
- 22. I'll have to look at it again, but I believe this one was above contract height. Otherwise, it will be completed week of 11.27.23.
- 23. Some mite action, but this decline is par for the course with juniper.

Let's not ever use it as it does not do well in Riverview.

- 24. Completed.
- 25. Will submit proposal.
- 26. Will complete the week of 12.11.23.
- 27. Will complete the week of 12.11.23.

- 28. I believe this is the same as #25
- 29. Will complete week of 12.11.23.
- 30. Mulch was not in estimate as it will be incorporated into the property wide mulching.
- 31. Weeds property wide are addressed every detail week.
- 32. Will investigate and report.
- 33. Will remove with pole saw those in scope height week of 12.11.23.
- 34. Ongoing. Will complete by 12.11.23.

Proposals...

1. Will propose submit to quickbooks.

Notes...

Watering restrictions for Hillsborough County drop to one day a week for Hillsborough County on November 27th. LMP would like to know how the board would like to address this issue with the continuing drought conditions.

Tab 2





Covington Park Water Way Inspection Report

Prepared by:

Remson Aquatics LLC, Riverview FL

Matthew Remson Environmental Scientist

11207 Remson Lane, Riverview, FL 33578

Cell: 813-748-2433 Office: 813-671-2851

Comments:

Small Algae blooms were present and treated.

Premature Torpedo grass was present and treated.

Liter and Debris was removed.



Pond: 2

Comments:

Premature Torpedo grass was present and treated.

Liter and Debris was removed.

Overwhelmed with midge flies

Recommend stocking with mosquito fish to eat larva.



Comments:

Little to algae blooms, no torpedo grass or shoreline vegetation was present this maintenance event.

Liter and Debris was removed.



Pond: 4

Comments:

Little to algae blooms, no torpedo grass or shoreline vegetation was present this maintenance event.

Underwater weeds were present and treated this maintenance event.



Comments:

Sandhill cranes are still nesting in the littoral zone.

Underwater weeds were present and treated this maintenance event.

Liter and Debris was removed.



Pond: 6

Comments:

Algae blooms were present and treated this maintenance event.



Comments:

Little to no Algae blooms or Shoreline vegetation was found in this site.

Premature torpedo grass was treated.

Native species of vegetation are doing well.

Liter and debris was removed.



Pond: 8

Comments:

Little to algae blooms, no torpedo grass or shoreline vegetation was present this maintenance event.

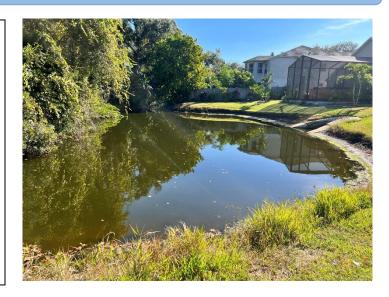
Underwater weeds were present and treated this maintenance event.



Comments:

Little to no algae blooms torpedo grass or shoreline vegetation was present this maintenance event.

Water level is very low due to recent environmental conditions.



Pond: 10

Comments:

Patches of grass and breaking off the littoral shelf and floating, these patches were treated this maintenance event.

Shoreline vegetation was present and treated.



Comments:

Algae blooms and underwater weeds were present and treated this maintenance event.

Premature torpedo gras was present and treated.

Liter and debris was removed.



Pond: 12

Comments:

Algae blooms and underwater weeds were present and treated.

Premature torpedo grass and alligator weed was present and treated.



Comments:

Underwater weeds were present and treated this maintenance event.

Liter and debris was removed.



Pond: 14

Comments:

Pond was recently harvested, all vegetation is being removed.



Comments:

Algae blooms and premature torpedo grass was present and treated.

Liter and debris was removed.



Pond: 16

Comments:

Premature torpedo grass was present and treated.

Small Algae blooms were treated.



Comments:

Torpedo grass and primrose willows were present and treated.

Liter and debris was removed.



Pond: 19

Comments:

Patches of Torpedo grass were present and treated.

Underwater weeds were present and treated this maintenance event.

Pond is next up to be harvested.



Comments:

Torpedo grass and alligator weed was present and treated this maintenance event.

Liter and debris was removed.



Pond: 21

Comments:

Control structure in the conservation site



Comments:

Algae blooms and underwater weeds were present and treated this maintenance event.

Patches of grass and breaking off the littoral shelf and floating, these patches were treated this maintenance event.

Recent treatments were very successful, ponds like great compared to last month.



Pond: 23

Comments:

Algae blooms were present and treated this maintenance event.



Comments:

Torpedo grass and underwater weeds were present and treated this maintenance event.

Native vegetation is doing well.

Liter and debris was removed.



Pond: 25

Comments:

Little to no algae blooms torpedo grass or shoreline vegetation was present this maintenance event.



Comments:

Little to no algae blooms or shoreline vegetation was present this maintenance event.

Liter and debris was removed.



Pond: 27

Comments:

Algae blooms were present and treated.

Torpedo grass was present and treated on the littoral shelf.



Comments:

Little to no algae blooms or shoreline vegetation was present this maintenance event.

Liter and debris was removed.



Pond: 29

Comments:

Underwater weeds were present and treated this maintenance event.



Comments:

Little to no algae blooms, torpedo grass, or shoreline vegetation was present this maintenance event.

Underwater weeds were present and treated.

Liter and debris was removed.



Pond: 31

Comments:

Pond was recently restored.

Vegetation was removed and excess sediment was removed.

Pond is functioning as designed.



Comments:

Little to no algae blooms torpedo grass or shoreline vegetation was present this maintenance event.

Spatterdock was present and treated.

Liter and debris was removed.



Pond: 33

Comments:

Little to no algae blooms torpedo grass or shoreline vegetation was present this maintenance event.



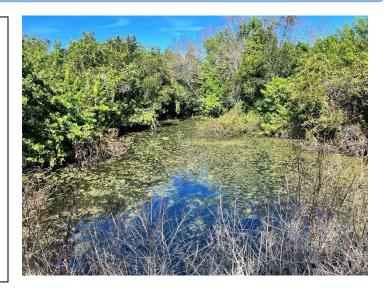
Comments:

Beadweed has been reduced by 60%, any present was treated this maintenance event.

Treated for algae and beadweed.

Primrose decaying from recent treatments.

Liter and debris was removed.



Pond: 35

Comments:

Algae blooms were present and treated this maintenance event.



Comments:

Little to no algae blooms torpedo grass or shoreline vegetation was present this maintenance event.

Liter and debris was removed.



Pond: 37

Comments:

Torpedo grass and primrose willows were present and treated.

Underwater weeds were present and treated.



Pond: 38

Comments:

Little to no algae blooms or shoreline vegetation was present this maintenance event.

Torpedo grass was present and treated.

Liter and debris was removed.



Pond: 39

Comments:

Shoreline vegetation was present and treated.

Underwater weeds were present and treated.

Liter and debris was removed.



Pond: 40

Comments:

Little to no torpedo grass or shoreline vegetation was present this maintenance event.

Underwater weeds were present and treated.

Liter and debris was removed.



Pond: 41

Comments:

Little to no torpedo grass or shoreline vegetation was present this maintenance event.

Underwater weeds were present and treated.

Liter and debris was removed.



Covington Park Stormwater Map



Lake/Pond Summary

The date the inspection/maintenance event took place was November 2nd and 3rd, 2023, Below is a list of ponds that had more growth than usual and more growth than other ponds in the community. We will return 14 days from initial treatment to retreat these ponds if necessary.

Pond with Underwater Weeds:

11, 13, and 40

Ponds with Medium/Large Algae Blooms:

6, 11, 15, 23, 34, 35, 41

Ponds with Torpedo Grass/Shoreline Vegetation:

10, 12, 19, 20

Pounds of Liter/Debris Removed this maintenance event:

Over 70 pounds of Liter/Debris was Removed

<u>List of projects and other events that took place in Covington Park:</u>

Pond 3 Dredging Project Finished

Clarifying water in pond 3 using Alum during dredging process

Pond 19, treated underwater grasses and floating grasses, next to be harvested

Treatments from last maintenance event were very successful in the majority of the community. Temperatures are dropping and the ponds are cooling. This will benefit your water bodies and treatments will be more effective.

Pond 2 had an overwhelming amount of nuisance insects, a stocking of mosquito fish will help reduce their population in a natural and efficient way.

Tab 3

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UPCOMING DATES TO REMEMBER

- Next Meeting: December 18, 2023 @ 6pm
- FY 2020-2021 Audit Completion Deadline: Completed
- Series 2018 Bonds Eligible for Refunding: May 1, 2028
- Quarterly Website Compliance Audit: Completed, 100% in compliance

District Manager's Report November 27

FINANCIAL SUMMARY		9/30/2023
General Fund Cash & Investment Balance:		\$292,736
Reserve Fund Cash & Investment Balance:		\$541,452
Debt Service Fund Investment Balance:		\$197,677
Total Cash and Investment Balances:		\$1,031,865
General Fund Expense Variance:	\$46,720	Under Budget

			Contract						
Contract Type	Vendor	Contract Start Date	Term End Date	Termination	Annual Cost	Monthly Cost	Budget Codes	Comments	
Professional Services	vendor	Start Date	Eliu Date	remination	Ailiuai Cost	Worthly Cost	Budget Codes	Comments	
	Rizzetta & Company, Inc.	12/1/2020	12/1/2023	Auto renews	\$35,893.00	\$ 2,991.08	3101	price is for FY 2022	
District Management Administrative Services	Rizzetta & Company, Inc. Rizzetta & Company, Inc.	12/1/2020	12/1/2023	Auto renews	\$55,893.00	\$ 2,991.08	3100	price is for FY 2022	
Assessment Roll	Rizzetta & Company, Inc.	12/1/2020	12/1/2023	Auto renews	\$5,709.00	Annual	3113	annual billing	
Financial Revenue & Collections	Rizzetta & Company, Inc.	12/1/2020	12/1/2023	Auto renews	\$3,740.00	\$ 311.67	3112	price is for FY 2022	
Accounting Services	Rizzetta & Company, Inc.	12/1/2020	12/1/2023	Auto renews	\$20,658.00	\$ 1,721.50	3201	price is for FY 2022	
Rizzetta Technology	Rizzetta Technology Services	8/26/2019	8/26/2023	Auto Renews	\$2,280.00	\$ 190.00	4907	price is 101 1 1 2022	
Landscape Inspection Services	Rizzetta & Company, Inc.	10/1/2018	10/1/2023	Auto Renews	\$9,000.00	\$ 750.00	3111		
Dissemination Services	Rizzetta & Company, Inc.	81/2018	8/1/2023	Auto Renews	\$5,000	Annual	3104	Series 2018 annual billing	
District Counsel	Persson, Cohen, and Mooney	1/26/2021	1/25/2024	Auto renews	\$25,000.00	Hourly	3107	Hourly Billing	
District Engineer	Dewberry Engineers, Inc./ Richard Ellis	7/22/2019	7/22/2024	Auto renews	\$5,000.00	Hourly	3103	Hourly Billing	
Bond Counsel	Bryant Miller Olive	5/23/2017	5/22/2024	Auto Renews	Hourly	Hourly	unbudgeted	Trouting Diming	
On-Site Management	Access Residential Management, Inc.	8/1/2020	7/31/2023	Auto Renews	\$16,800.00	\$ 1,400.00	4713		
Service Agreements	,				,	,			
Arbitrage Calculations S2018	LLS Tax Solutions	7/19/2018	10/26/2023	Annual	\$0.00	None	3203		
Arbitrage Calculations S2022	LLS Tax Solutions	8/4/2020	8/4/2025	Annual	\$500/year	None	3203		
Audit Service	Berger, Tombs, and Elam	8/19/2021	9/30/2023	Annual	\$3,435.00	Annual	3202	billed annually	
Landscape Maintenance	Landscape Management Professionals (LMP)	8/25/2020	10/12023	Annual	\$148,668.00	\$ 12,389.00	4604	\$1,000 less during construction time	
HVAC Service	ABM Building Services (Linc Svs)	11/1/2010	10/31/2023	Auto renews	\$4,404.00	\$ 378.00	4628	escalation 12/2021	
Well Maintenance	Accurate Drilling Solutions	8/30/2020	3/23/2024	Annual	\$3,080	\$770 quarterly	4615	Quarterly	
Security Monitoring Service	Bales Security / Guards	9/1/2020	8/30/2024	Annual	\$22,490.00	475/wk	3402	19/hr	
Web Site / ADA Access	Campus Suites	8/26/2019	8/26/2023	Auto renews	\$1,537.50	\$384.37/qtr	4907	Quarterly	
Alarm Monitoring	Digicom	7/8/2016	07/08/24	Monthly	\$540.00	\$135/qtr	4904	Quarterly billing/\$45/mo	
Cable Service	Frontier	1/11/2021	1/10/2024	Monthly	\$4,880.00	\$ 339.23	4616	1 year verbal service agreement	
Security Cameras	Redwire	9/30/2020	9/30/2023	Auto renews	\$2,618.40	\$ 218.20	4904		
Pond / Fountain Maint	Remson	10/1/2020	9/30/2023	Annual	\$29,100.00	\$ 2,425.00	4611		
Brazilian Pepper Maint	Remson	2/22/2021	9/30/2023	Annual	\$1,520.00	\$380/qtr	4657	Quarterly	
Weir Maint	Remson	2/22/2021	9/30/2023	Annual	\$1,820.00	\$455/qtr	4633	Quarterly	
Waste Services	Republic	1/31/2022	1/31/2025	Auto renews	\$2,196.00	\$ 183.00	4305		
Cell Phone - Staff	Sprint	10/1/2022	9/30/2023	Monthly	\$1,937.40	\$ 161.45	4616		
Pool Service	Zebra Cleaning Team	10/1/2022	9/30/2023	Auto renews	\$12,600.00	see comments	4618	Seasonal Billing \$900 dec-feb/\$1100 mar- nov	
Pest Control Service	Terminix - Clubhouse	12/20/2021	12/19/2023	Monthly	\$452.48	\$113.12/qtr	4704		
Pest Control Service	Terminix - Monarch Pool	12/20/2021	12/19/2023	Monthly	\$412.00	\$103/qtr	4704		
Access System Backup	MHD	10/1/2022	9/30/2023	Annual	\$900.00	\$75	4910		
District Approved Instructor	Aqua Fitness	10/6/2021	10/6/2023	Auto renews	N/A	N/A	N/A	10% resident/15% guest paid to CDD	
District Insurance	EGIS	10/1/2021	10/1/2023	Annual	\$17,663	Annual	4501/4502/4503		
General Contractor Services	E&L Construction	10/4/2021	completion	N/A	\$1,994,371	N/A	construction acc.	total budget amt: \$1,994,371	
Bad Boar Trapping	Hog Trapper	2/9/2022	8/8/2023	Monthly	\$12,000	\$1,150			
						1			
	1				1		1		

Tab 4

Tab 5

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**, **October 23**, **2023 at 6:00 p.m.** in person at the Covington Park Clubhouse, located at 6806 Covington Garden Drive, Apollo Beach, FL 33572. The following is the agenda for this meeting:

Present and constituting a quorum were:

Stephen Brown	Board Supervisor, Chairman
Scott Harrison	Board Supervisor, Vice Chairman
Tarlese Allen	Board Supervisor, Assistant Secretary
Rick Reidt	Board Supervisor, Assistant Secretary

Also present were:

Matt O'Nolan	District Manager, Rizzetta & Co., Inc.
David Jackson	District Counsel, Persson, Cohen, Mooney,
	Fernandez & Jackson
John Fowler	Landscape Specialist, Rizzetta & Co., Inc.
Bryan Schaub	Landscape Specialist, Rizzetta & Co., Inc.
Matthew Reed	Clubhouse Manager
Keith Remson	Representative, Remson Aquatics
Paula Means	Representative, LMP

FIRST ORDER OF BUSINESS

Call to Order

Mr. O'Nolan called the meeting to order and conducted roll call confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

Mr. O'Nolan led the Pledge of Allegiance for all who wished to participate.

THIRD ORDER OF BUSINESS Audience Comments

The Board heard comments regarding fence line trimming and missing decoration items.

49 50

FOURTH ORDER OF BUSINESS

Staff Reports

51

A. Landscape Inspection Report and Responses

52 53

Mr. Fowler presented his report to the Board.

54 55 56

1. Consideration of Landscape Proposals

57 58

The Board requested LMP follow up on 7 proposals that are pending completion and already approved.

59 60 61

The Board did not approve the Landscape Pros proposal.

62 63

The Board requested LMP mow closer to resident fences than they are currently.

64

2. Consideration of Aquatic Inspection Services

65 66 67

The Board did not approve the Aquatic Inspection Services but would like to reconsider it around March 2024.

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B. Presentation of Aquatics Report

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Mr. Remson presented his report to the Board.

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1. Consideration of Aquatics Proposals

On a Motion by Mr. Reidt, seconded by Ms. Allen, with all in favor, The Board approved Remson Aquatics proposal #2006, in the amount of \$2,780, for pond 11 aeration replacement for the Covington Park Community Development District.

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On a Motion by Ms. Allen, seconded by Mr. Harrison, with all in favor, The Board approved Remson Aquatics proposal #2007, in the amount of \$3,295, for sediment removal within pond 23, for the Covington Park Community Development District.

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On a Motion by Mr. Reidt, seconded by Ms. Allen, with all in favor, The Board approved Remson Aquatics proposal #2011, in the amount of \$935, for electric panel replacement, for the Covington Park Community Development District.

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The Board requested District Manager obtain proposals from Sitex Aquatics to address the issues in the July Inspection report.

C. Community Coordinator Report 85 86 Mr. Reed presented his report to the Board. 87 88 1. Consideration of Clubhouse Proposals 89 90 91 The Board did not approve the MHD outdoor speaker proposal. 92 93 94 The Board requested a revised quote from MHD with the correct number of access points for the pool. 95 96 97 D. District Engineer Report 98 99 1. Discussion on Construction Project 100 101 Mr. Licari gave his report to the Board and stated he still needs the as-builts for the 102 project from E&L. 103 104 2. Consideration of Work Authorization 105 106 On a Motion by Mr. Reidt, seconded by Mr. Harrison, with all in favor, the Board approved Dewberry Work Authorization Number 2024-1, for the Covington Park Community Development District. 107 108 109 E. District Counsel 110 111 Mr. Jackson presented his report to the Board. 112 113 114 1. Public Hearing on Amenity Rules and Rates 115 On a Motion by Mr. Brown, seconded by Ms. Allen, with all in favor, the Board of Supervisors opened the Public Hearing on Amenity Rules and Rates, for the Covington Park Community Development District. 116 The Board requested a redlined outline of the Amenity Rules and Rates from Mr. Jackson 117 to discuss further at the November meeting. 118 119 120 F. District Manager 121 122 Mr. O'Nolan noted the next meeting will be held on November 27, 2023 at the Covington Park Clubhouse at 6:00 pm. 123

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT Minutes of Meeting Page 4

125 1. Review of District Manager Report 126 127 Mr. O'Nolan presented his report to the Board and noted the District is \$46,270 128 under budget. 129 130 131 2. Review of Financial Statement 132 Mr. O'Nolan presented the Financial Statement to the Board. 133 134 135 136 137 FIFTH ORDER OF BUSINESS Consideration of Minutes of Board of 138 Supervisors' Meeting held on September 25, 2023, & the Operation & 139 140 Maintenance **Expenditures** for September 2023 141 142 On a Motion by Mr. Harrison, seconded by Ms. Allen, with Mr Reidt opposed, the Board of Supervisors approved the Minutes of the Board of Supervisors' Meeting held on September 25, 2023, and approved the Operation & Maintenance Expenditures for September 2023, in the amount of \$140,965.90, noting that the Lowe's kitchen remodel should be paid out of reserves, not Operating & Maintenance, for the Covington Park Community Development District. 143 144 SIXTH ORDER OF BUSINESS Consideration of Revised Rules and 145 Rates for All Amenity Facilities 146 147 The Board requested further review of the Rules and Rates for all amenity facilities at the November meeting. 148 149 SEVENTH ORDER OF BUSINESS **Consideration of Change Order** 150 Requests 151 152 On a Motion by Mr. Reidt, seconded by Ms. Allen, with all in favor, the Board of Supervisors approved a not to exceed amount of \$120,000 for CO16 updated bid, for the Covington Park Community Development District.

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT Minutes of Meeting Page 5

159 160 161	EIGHTH ORDER OF BUSINESS	Consideration of All About Food Trucks
162 163 164	The Board requested the HOA provide notice I understanding that they may have to cease op	
165 166	NINETH ORDER OF BUSINESS	Consideration of Pergola Final Plans
167 168 169	The Board had no objection to previously appr	oved Pergola final plan location.
170 171	TENTH ORDER OF BUSINESS	Supervisor Requests
172 173 174	Supervisor Allen expressed concerns regard allegiance at BOS meetings.	ing the necessity of reciting the pledge of
175 176 177 178	Supervisor Reidt recommended and acid was winter down time.	h of the existing Irwin Park pool during the
179 180	ELEVENTH ORDER OF BUSINESS	Adjournment
181 182 183	Mr. O'Nolan stated that if there was no further motion to adjourn would be in order.	business to come before the Board then a
	On a Motion by Mr. Harrison, seconded by M Supervisor adjourned the meeting at 8:52 p Development District.	•
184 185 186		
187	Assistant Secretary	Chair / Vice Chair

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, September 25, 2023 at 6:00 p.m.** in person at the Covington Park Clubhouse, located at 6806 Covington Garden Drive, Apollo Beach, FL 33572.. The following is the agenda for this meeting:

Present and constituting a quorum were:

Board Supervisor, Chairman (via phone)
Board Supervisor, Vice Chairman
Board Supervisor, Assistant Secretary
Board Supervisor, Assistant Secretary
Board Supervisor, Assistant Secretary

Also present were:

Matt O'Nolan David Jackson	District Manager, Rizzetta & Co., Inc. District Counsel, Persson, Cohen, Mooney, Fernandez & Jackson
John Fowler	Landscape Specialist, Rizzetta & Co., Inc. (via phone)
Matthew Reed	Clubhouse Manager
Keith Remson	Representative, Remson Aquatics

FIRST ORDER OF BUSINESS

Call to Order

Mr. O'Nolan called the meeting to order and conducted roll call confirming a quorum for the meeting.

On a Motion by Mr. Harrison, seconded by Mr. Reidt, with all in favor, The Board approved for Mr. Brown to participate and vote via phone, for the Covington Park Community Development District.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

Mr. O'Nolan lead the Pledge of Allegiance for all who wished to participate.

Audience Comments

The Board heard comments regarding issues with pond 14,18,19, the construction project completion, and the bushes on the south corner of Regions Garden entrance need trimming

THIRD ORDER OF BUSINESS

THIRD ORDER OF BUSINESS

Staff Reports

A. Landscape Inspection Report and Responses

The Board requested clarification on the no mow zones around the ponds in the community.

The Board requested staff send communication to residents asking them to respect red zones for landscaping.

The Board requested that come Spring, look at removing annuals from future LMP proposals, and add a line item for plant/tree removal only.

1. Consideration of LMP Proposals

On a Motion by Ms. Allen, seconded by Mr. Harrison, with all in favor, The Board approved LMP proposal #85403, in the amount of \$2,800, for fall annuals, for the Covington Park Community Development District.

The Board requested LMP mow closer to resident fences than they are currently.

B. Presentation of Aquatics Report

Mr. Remson presented his report to the Board.

The Board requested Remson aquatics provide an update to the July District Engineer's environmental report priority items, and for Remson to provide proposals to address remaining priority items.

The Board suggested District Engineer revisit pond surveys and determine if new surveys are required.

The Board requested a proposal from Rizzetta in the October meeting regarding the new Pond inspection service.

C. Community Coordinator Report 89 90 Mr. Reed presented her report to the Board. 91 92 On a Motion by Ms. Allen, seconded by Mr. Koch, with all in favor, The Board approved the Nvirotect squirrel and rodent proposal, pending contract from District Counsel, in the amount of \$5,407, for the Covington Park Community Development District. 93 On a Motion by Mr. Reidt, seconded by Ms. Allen, with all in favor, The Board approved the MHD printer replacement proposal, in the amount of \$3,073.71, for the Covington Park Community Development District. 94 95 The Board requested a revised quote from MHD with the correct number of access points for the pool. 96 97 On a Motion by Mr. Reidt, seconded by Mr. Koch, with all in favor, The Board approved the Orkin pest management proposal, pending contract from District Counsel, for the Covington Park Community Development District. 98 On a Motion by Mr. Reidt, seconded by Mr. Harrison, with all in favor, The Board approved the Zebra Cleaning Team Motor/pump parts replacement for pool pump, in the amount of \$2,326.39, for the Covington Park Community Development District. 99 On a Motion by Mr. Reidt, seconded by Mr. Koch, with all in favor, The Board approved the Nick Knows cleaning service proposal, pending contract provided by District Counsel, for the Covington Park Community Development District. 100 The Board requested District Counsel to send a notice of termination to Lennox Millennial 101 102 Cleaning. 103 On a Motion by Mr. Reidt, seconded by Mr. Koch, with all in favor, The Board approved a 5am opening time for the fitness room, for the Covington Park Community Development District. 104 105 106 D. District Engineer Report 107 108 1. Update on Construction Project 109 110

The Board requested District Manager to work with District Counsel to determine

responsibility for anything that is not working/damaged, that was working/not damaged

111

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT Minutes of Meeting Page 4

113 prior to construction start. 114 115 116 E. District Counsel 117 118 Mr. Jackson presented his report to the Board. 119 The Board requested District Manager to work with District Counsel to determine 120 responsibility for anything that is not working/damaged, that was working/not 121 122 damaged prior to construction start. 123 On a Motion by Mr. Harrison, seconded by Mr. Reidt, with all in favor, the Board of Supervisors approved the EGIS Insurance Renewal for FY 23-24, for the Covington Park Community Development District. 124 On a Motion by Mr. Brown, seconded by Mr. Reidt, with all in favor, the Board of Supervisors approved for Mr. Reed, Mr. Jackson, EGIS, Mr. O'Nolan and Mr. Harrison to unanimously agree to open any amenity that was in the construction zone before it can be opened, for the Covington Park Community Development District. 125 126 F. District Manager 127 128 Mr. O'Nolan noted the next meeting will be held on October 23, 2023 at the 129 130 Covington Park Clubhouse at 6:00 pm. 131 1. Review of District Manager Report 132 133 134 Mr. O'Nolan presented his report to the Board. 135 136 On a Motion by Mr. Harrison, seconded by Ms. Allen, with all in favor, the Board of Supervisors approved the annual renewal of the Audit Service contract with Berger, Tombs, and Elam, for the Covington Park Community Development District. 137 On a Motion by Mr. Reidt, seconded by Mr. Harrison, with all in favor, the Board of

138

On a Motion by Mr. Reidt, seconded by Mr. Harrison, with all in favor, the Board of Supervisors approved to renew the Remson Aquatics agreement on a monthly basis, for the Covington Park Community Development District.

Supervisors approved to renew the Bales Security agreement and the MHD Access

systems agreement, for the Covington Park Community Development District.

2. Review of Financial Statement 141 142 Mr. O'Nolan presented the Financial Statement to the Board. 143 144 145 146 147 148 FOURTH ORDER OF BUSINESS Consideration of Minutes of Board of 149 Supervisors' Meeting held on July 24. 150 2023, August 28, 2023 & the Operation & 151 Maintenance Expenditures for July 2023 152 153 On a Motion by Mr. Reidt, seconded by Mr. Harrison, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' Meeting held on July 24, 2023, and on August 28, 2023, and approved the Operation & Maintenance Expenditures for August 2023, in the amount of \$77,157.93, for the Covington Park Community Development District. 154 155 156 SEVENTH ORDER OF BUSINESS **Consideration of Aqua Fitness Classes** 157 On a Motion by Ms. Allen, seconded by Mr. Reidt, with all in favor, the Board of Supervisors approved the Aqua Fitness classes, pending vendor agreement, for the Covington Park Community Development District. 158 159 160 161 **EIGHTH ORDER OF BUSINESS** Consideration of E&L Change Order Request 162 163 On a Motion by Mr. Reidt, seconded by Mr. Koch, with all in favor, the Board approved the E&L Change Order Request #15, with a total amount of \$123,077.79, for the Covington Park Community Development District. 164 165 NINTH ORDER OF BUSINESS 166 Supervisor Requests 167 Supervisor Reidt requested that Remson Aquatics use caution tape on equipment. 168 169 170 THIRTEENTH ORDER OF BUSINESS Adjournment 171 172 Mr. O'Nolan stated that if there was no further business to come before the Board then a 173

motion to adjourn would be in order.

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT Minutes of Meeting Page 6

Supervisor adjourned the meeting at 8:36 p.m., for the Covington Park Comm Development District.		seconded by Mr. Reidt, with all in favor, the Boa
Development Bleanet.	•	eting at 8:36 p.m., for the Covington Park Comm

Tab 6

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

October 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

\$77,429.43

•	·
Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

The total items being presented:

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Inv	oice Amount
A Bales Security Agency, Inc.	100407	38836	On Site Security 09/24/23 - 10/07/23	\$	950.00
Accurate Drilling Solutions, LLC	100411	i4794	Well #1-7 Maintenance 10/23	\$	770.00
Bryan Hindman Electric, LLC	100412	11594	Office Lighting 09/23	\$	155.00
Covington Park	DC101323	DC101323	Debit Card Replenishment	\$	343.84
David K Koch	100393	DK092523	Board of Supervisor Meeting 09/25/23	\$	200.00
DH Pace Company, Inc.	100401	DEP-267-12667	New Restroom Doors - Final 09/23	\$	5,780.00
Digicom	100405	82865	Alarm Monitoring 10/01/23- 12/31/23	\$	135.00
Electric Avenue	100408	6088	Service Call 10/23	\$	152.45
Frontier Florida, LLC	20231003-1	239-113-1133-112515-5 09/23 ACH	Fios Internet 09/23	\$	160.97
Frontier Florida, LLC	20231011-2	813-672-9423-121515-5 10/23 ACH	Internet & Cable 10/23	\$	177.06
Hillsborough County BOCC	20231012-1	3344800000 09/23 ACH	6806 Covington Garden Dr 09/23	\$	313.65

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description		Invoice Amount	
Hillsborough County BOCC	20231002-1	3434800000 09/23 ACH	7036 Monarch Park Dr 09/23	\$	43.63	
Hillsborough County BOCC	20231031-1	3434800000 10/23 ACH	7036 Monarch Park Dr 10/23	\$	40.74	
Hillsborough County BOCC	20231012-1	4254220000 09.23 ACH	6807 Guilford Bridge Dr 09/23	\$	639.54	
Hillsborough County BOCC	20231012-1	7254220000 09.23 ACH	6515 Carrington Sky Dr 09/23	\$	33.28	
Hillsborough County BOCC	20231002-1	8825800000 09/23 ACH	7734 Covington Stone Ave 09/23	\$	16.26	
Hillsborough County BOCC	20231031-1	8825800000 10/23 ACH	7734 Covington Stone Ave 10/23	\$	16.26	
Hillsborough County BOCC-Consumer	100402	2220044 08/23/23	Alarm Incident 08/23	\$	75.00	
Home Depot	100413	6035 3225 3191 8559 09/23	Supplies 09/23	\$	128.00	
Innersync Studio, Ltd	100403	21731	Website ADA - 10/23- 09/24	\$	1,537.50	
Landscape Maintenance Professionals, Inc.	100421	178742	Monthly Landscape Maintenance 10/23	\$	11,503.40	
Landscape Maintenance Professionals, Inc.	100414	179035	Irrigation Repairs 09/23	\$	528.08	

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	<u>lı</u>	nvoice Amount
Landscape Maintenance	100421	179057	Landscape Maintenance 10/23	\$	1,125.00
Professionals, Inc. Landscape Maintenance Professionals, Inc.	100416	179082	Pest Control 09/23	\$	400.00
Landscape Maintenance Professionals, Inc.	100414	179163	Irrigation Repairs 10/23	\$	240.00
Landscape Maintenance Professionals, Inc.	100421	179187	Landscape Maintenance 10/23	\$	4,723.27
Mobile Helpdesk, Inc.	100404	31671	Change Door Times 09/23	\$	75.00
Nick Knows LLC	100415	CPC25	Cleaning Supplies 10/23	\$	169.96
Pro Performance Pressure Washing &	100409	PRO-9352	Pressure Washing 09/23	\$	8,700.00
Redwire	100422	503937	CCTV Maintenance Clubhouse 10/23	\$	173.94
Redwire	100422	503938	CCTV Maintenance 10/23	\$	76.72
Redwire	100422	503939	CCTV Maintenance Park-Gym Facility 10/23	\$	10.00
Redwire	100422	504606	CCTV Maintenance Monarch Pool 10/23	\$	59.00

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	 Invoice Amount
Remson Aquatics LLC	100394	116446	Landscape Enhancement 09/23	\$ 7,915.00
Remson Aquatics LLC	100423	116526	Lake Maintenance 10/23	\$ 2,425.00
Remson Aquatics LLC	100423	116527	Lake Maintenance Quarterly 09/23	\$ 455.00
Remson Aquatics LLC	100423	116528	Lake Maintenance - Quarterly 09/23	\$ 380.00
Republic Services	20231011-1	0696-001135317 ACH	6806 Covington Garden 10/23	\$ 260.76
Rick L. Reidt	100395	RH092523	Board of Supervisor Meeting 09/25/23	\$ 200.00
Rick L. Reidt	100417	RH102323	Board of Supervisor Meeting 10/23/23	\$ 200.00
Rizzetta & Company, Inc	. 100391	INV000084059	Assessment Roll Preparation FY23/24	\$ 5,000.00
Rizzetta & Company, Inc	. 100392	INV0000084157	District Management Fees 10/23	\$ 6,470.00
Scott Harrison	100396	SH092523	Board of Supervisors Meeting 09/25/2023	\$ 200.00
Scott Harrison	100418	SH102323	Board of Supervisors Meeting 10/23/23	\$ 200.00

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	<u>lı</u>	nvoice Amount
Stephen J Brown	100397	SB092523	Board of Supervisor Meeting 09/25/23	\$	200.00
Stephen J Brown	100419	SB102323	Board of Supervisor Meeting 10/23/23	\$	200.00
Tarlese Allen	100398	TA092523	Board of Supervisor Meeting 09/25/23	\$	200.00
Tarlese Allen	100420	TA102323	Board of Supervisor Meeting 10/23/23	\$	200.00
TECO	20231026-1	211015064275 09.23 ACH	7411 Surrey Pines Drive 09/23	\$	529.29
TECO	20231026-1	211015064382 09.23 ACH	7574 Oxford Garden Circle 09/23	\$	74.87
TECO	20231024-1	311000010158 09/23 ACH	TECO Summary 09/23	\$	6,867.07
Terminix	100410	438596793	Pest Control Services 09/23	\$	114.76
Times Publishing Company	100399	0000306548 09/20/23	Acct#119376 Legal Ad 09/23	\$	318.50
Times Publishing Company	100399	0000307263 09/20/23	Acct#119376 Legal Ad 09/23	\$	548.00
U.S. Bank	100406	7035116	Trustee Fees Series 2018 08/01/23-07/31/24	\$	4,040.63

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	<u>In</u>	voice Amount
West Coast Awnings of Clearwater	100400	90823	Awning Installation - Deposit 09/23	\$	978.00
Total Report				\$	77,429.43

Tab 7

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT

RULES AND RATES FOR ALL AMENITY FACILITIES

Adopted on May 22 November 27, 2023

Resident Services Located at: Covington Park Clubhouse 6806 Covington Garden Drive Apollo Beach, Florida 33572 (813) 672-9423

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I. DEFINITIONS

- "Amenity Facility" or "Amenity Facilities" shall mean the properties and areas managed or owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Clubhouse, Pools, Playgrounds, Parks, Dog Park, and Sports Courts, together with their appurtenant facilities and areas.
- "Amenity Facilities Policies" or "Policies" shall mean all Amenity Facilities Policies of Covington Park Community Development District, as amended from time to time.
- "Amenity Manager" or "Amenity Staff" shall mean the District employees or management company, including its employees, staff and agents, contracted by the District to manage all Amenity Facilities within the District, which facilities include, but are not limited to, the Covington Park Clubhouse, Monarch Park Pool and Guilford Park.
- "Annual User Fee" shall mean the fee established by the District for any person that is not a member and wishes to become a Non-Resident Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.
- **"Board of Supervisors" or "Board"** shall mean the Covington Park Community Development District's Board of Supervisors.
- "Clubhouse" shall mean the amenity building commonly referred to as the Covington Park Clubhouse, located at 6806 Covington Garden Drive, Apollo Beach, Florida 33572.
 - "District" shall mean the Covington Park Community Development District.
- **"District Manager"** shall mean the professional management company with which the District has contracted to provide management services to the District.
 - "Dog Park" shall mean the designated dog park owned and maintained by the District.
- **"Event Room"** shall mean the designated area in the Clubhouse that is available for holding private events subject to the terms and conditions provided herein.
- "Facility Access Card" or "Access Card" shall mean that certain card issued and administered by the District that provides access to Amenity Facilities.
- "Fitness Center" shall mean the designated exercise area in the Clubhouse including the exercise equipment.
- "Guest" or "Guests" shall mean any Non-Resident who is invited and accompanied for the day by a Patron to participate in the use of the Amenity Facilities.
 - "Homeowner" shall mean any person(s) or entity owning property within the District.

- "Non-Resident" shall mean any person or persons that do not own property within the District.
- "Non-Resident Member" shall mean any person not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.
- "Parks" shall mean any and all designated park areas owned and maintained by the District.
- **"Patron"** or **"Patrons"** shall mean any person lawfully on the premises abiding by and in accordance with all District rules, including these Rules and Rates for all Amenity Facilities.
- "Playgrounds" shall mean all areas owned and maintained by the District that include any playground equipment.
- **"Pool" or "Pool Area"** shall mean the Monarch Pool and the swimming pool adjacent to the Clubhouse, including the respective pool deck areas and splash pad area.
- "Renter" shall mean any tenant residing in a Homeowner's home pursuant to a valid rental or lease agreement.
- "Service Animal" shall mean animals meeting the definition provided for under Section 413.08(1)(d), Florida Statutes (F.S.), as may be amended.
- **"Sports Courts"** shall mean the basketball court, tennis court, and volleyball court owned and maintained by the District.

II. ANNUAL USER FEE STRUCTURE

The annual user fee for persons not owning property within the District is \$1,492.00 per family which may be reviewed each year in conjunction with the adoption of the annual Fiscal Year budgets for the District. This fee will cover membership and privileges to use all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of the completion of the Non-Resident Member application. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities; such increase may not exceed ten percent (10%) per year. This membership is not available for commercial purposes.

III. FACILITY ACCESS CARDS

Two (2) Facility Access Cards are to be issued with the purchase of a residential unit in the District or when an Annual User Fee is paid in full; additional cards will be provided for family members sixteen (16) years of age and older at a cost of \$10.00 each. There is a \$10.00 charge

to replace any lost or stolen cards. Should a Homeowner assign membership privileges to a Renter, that Renter will be required to purchase access cards at a cost of \$10.00 each to use during the term of the lease. An Access Card issued to a Renter will expire on the same date the lease expires, unless notice of the lease renewal is provided to the District. All Patrons will be required to sign an Amenity Facilities registration form upon receiving their access card.

Access cards must be displayed at all times when using the Amenity Facilities.

IV. HOMEOWNER ASSIGNMENT & RENTER'S PRIVILEGES

- (1) Homeowners who rent out or lease out their residential unit(s) in the District shall have the right to assign the Renter of their residential unit(s) as the beneficial users of the Homeowner's membership privileges for purposes of Amenity Facilities use. Homeowner may assign his/her membership privileges in the rental agreement or a separate document, however, written proof acknowledging the assignment shall be necessary before Access Cards may be issued. A Homeowner that assigns the membership privileges associated with any lot in the community is surrendering his/her rights for the full term of the lease period to the Renter. Homeowner privileges shall be reinstated to the Homeowner upon expiration of the lease or proof that the lease has been terminated, provided, however, that Homeowner shall be responsible for all fees to obtain new Access Card(s).
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. A Renter who is designated as the beneficial user of the Homeowner's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Homeowner.
- (3) During the period when a Renter is designated as the beneficial user of the membership, the Homeowner shall not be entitled to use the Amenity Facilities with respect to that membership.
- (4) Homeowners shall be responsible for all damages caused by the Renter to any Amenity Facilities or charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Homeowners are responsible for the deportment of their respective Renter.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

V. GUEST POLICY

(1) All Pools – Patrons under the age of eighteen (18) are not permitted to bring any Guests. Patrons eighteen (18) years of age or older are permitted to bring two (2) Guests each.

- (2) Fitness Center One (1) Guest per Patron eighteen (18) years of age or older is allowed in the Fitness Center during non-peak usage times only. Patrons may bring a trainer to the Fitness Center for personal training sessions. At no time shall the maximum capacity for the Fitness Center be exceeded. If maximum capacity is reached, priority will be given to Patrons.
- (3) Patrons ages sixteen (16) years of age and older are permitted to bring one (1) Guest to all other Amenity Facilities except the Pools or Fitness Center. That Guest must be sixteen (16) years of age or older and have proper identification to verify age when being accompanied by a Patron sixteen (16) years of age or older.
- (4) Guests must be accompanied by a Patron when using any Amenity Facility. Patron will be responsible for any damages caused by Guests while using the Amenity Facilities.

VI. GENERAL AMENITY FACILITY PROVISIONS

- (1) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules and Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
- (2) All Patrons must have their assigned access card upon entering the amenities. Cards are only to be used by the Patron they are issued to.
- (3) Children under sixteen (16) years of age must be accompanied by an adult Patron aged eighteen (18) or older.
- (4) All hours of operation of Amenity Facilities will be established and published by the District. The Clubhouse Facilities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Day and New Year's Day. The Clubhouse Facilities may also have limited hours of operation or be closed on Christmas Eve and New Year's Eve with Board authorization.
- (5) Dogs and all other pets (with the exception of Service Animals) are not permitted at the Clubhouse and pool area. Where Service Animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents and in accordance with the law.
- (6) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facilities premises unless at pre-approved private parties at designated Amenity Facilities listed in this policy manual. Alcoholic beverages may also be served at District pre-approved special events.
- (7) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.

- (8) Fireworks of any kind are not permitted anywhere on the Amenity Facilities or adjacent areas.
- (9) Only District employees and staff are allowed in the service areas of the Amenity Facilities.
- (10) The Board of Supervisors (as an entity) and the District Manager, the Amenity Manager and its staff shall have full authority to enforce these policies.
- (11) Smoking is not permitted anywhere in the Amenity Facilities, except in designated areas.
- (12) Guests must be accompanied by a Patron while using the Amenities.
- (13) Patrons must present their Access Cards when requested by staff at any Amenity Facility.
- (14) All Patrons must use their card for entrance to the Amenity Facility. All lost or stolen access cards should be reported immediately to the Amenity Center Manager. There will be a \$10.00 replacement card fee.
- (15) Disregard for any Amenity Facilities rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges in accordance with the procedures set forth herein.
- (16) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (17) Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
- (18) Skateboarding is not allowed on any Amenity Facilities.
- (19) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved by the Amenity Manager.
- (20) The Amenity Facilities shall not be used for commercial purposes without written permission from the Amenity Manager and the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (21) Firearms or any other weapons are not permitted in any of the Amenity Facilities.
- (22) The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events and programs, and children's programs, social events, etc. Should the District be entitled to any of these revenues

- based on its established rental or usage fees, the Amenity Manager will ensure the District is compensated accordingly.
- (23) There is no trespassing allowed in all designated wetland conservation and/or mitigation areas located on District property. Trespasser will be reported to the local authorities.
- (24) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- (25) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (26) Various areas of all Amenity Facilities are under twenty-four (24) hour video surveillance.
- (27) Outdoor grilling is prohibited at all Amenity Facilities unless at a District pre-approved special event or in a designated area.
- (28) Inflatable equipment, such as bounce houses, is not permitted at the Amenity Facilities unless specifically authorized by the District. Only commercial bounce houses shall be permitted with proof of appropriate insurance coverage.
- (29) Any vendor using CDD facilities for a private business (swim lessons, Zumba, etc.) must adhere to a vendor agreement with the District and must limit Covington Park non-residents to 50% of paying clients as a guest to any CDD facility.

VII. DAMAGE TO PROPERTY OR PERSONAL INJURY

Each Patron and each Guest as a condition of invitation to the premises of the Amenity Facility assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Facility.

No person shall remove from the room in which it is placed or from the Amenity Facilities' premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Facilities Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any Guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the

Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facility, the District, the Board of Supervisors, District employees, District representatives, District contractors, District agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Patron.

Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Amenity Facility operator or it'sits officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facility operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

VIII. GENERAL AMENITY FACILITY USAGE POLICY

All Patrons and Guests using the Amenity Facilities are required to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

Hours: The District Amenity Facilities are available for use by Patrons during normal operating hours. Operating hours shall be established and posted by the District.

Emergencies: Call 911. After contacting 911, all emergencies and injuries occurring on the Amenity Facilities must be reported to the Amenity Staff and the office of the District Manager (813) 933-5571.

Persons using the Amenity Facilities do so at their own risk. Amenity Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

IX. GENERAL RULES FOR ALL POOLS

(1) There shall be posted signage as follows:

NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK

- (2) All Patrons must use their assigned Access Card to enter the pool area. At any given time, a family may accompany a maximum of two (2) Guests per adult Patron to the swimming pools.
- (3) Children under sixteen (16) years of age must be accompanied by an adult Patron at all times for usage of the pool facilities.
- (4) Amplified sound is not permitted <u>unless specifically authorized by the District</u>. Audio playing devices are not permitted unless they are personal units equipped with headphones.
- (5) Swimming is permitted only during designated hours, as posted at the Pool. Swimming after dusk is prohibited by the Florida Department of Health. During the posted hours Patrons swim at yourtheir own risk while adhering to swimming pool rules. The Pools may be closed at any time due to weather conditions.

- (6) Showers are required before entering the pools.
- (7) Glass containers are not permitted in the pool area.
- (8) Alcoholic beverages are not permitted in the pool area.
- (9) No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (10) Children under three (3) years of age, and those who are not reliably toilet trained, must wear swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (11) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with Amenity Staff approval prior to use. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- (12) Diving is strictly prohibited at all pools, with the exception of Swim Team competitions pre-approved by the Board of Supervisors.
- (13) Swimming Pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (14) Any person swimming during non-posted swimming hours may be suspended from using the facility and possibly all the facilities.
- (15) Proper swim attire must be worn in the pool; no jeans or cutoffs will be allowed.
- (16) No food (including chewing gum) is permitted in the pool or on the pool deck area. Food is only allowed under the covered area where the tables are located.
- (17) The changing of diapers or clothes is not allowed in the pool area or on the tables.
- (18) No one shall pollute or contaminate the pool. If contamination occurs, the pool will be closed for such time as necessary to comply with Health codes and the water will be shocked with chlorine to kill the bacteria. Anyone who does pollute or contaminate the pool is liable for any costs incurred in treating and reopening the pool and will be subject to suspension of privileges.
- (19) Remote controlled water craft are not allowed in the pool area.
- (20) Pool entrances must be kept clear at all times.
- (21) No swinging on ladders, fences, or railings is allowed.
- (22) Pool furniture is not to be removed from the pool area.

- (23) Loud, profane, or abusive language is absolutely prohibited.
- (24) No physical or verbal abuse will be tolerated.
- (25) Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- (26) Animals (with the exception of Service Animals), bicycles, skateboards, roller blades, and scooters are not permitted in the Pools or on the pool deck area inside the pool gates at any time.
- (27) The Amenity Staff reserves the right to authorize all programs and activities, with regard to the number of Guest participants, equipment, supplies, usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Home Owner's Association Sponsored Events.
- (28) Aquatic Toy and Recreational Flotation Device Policy
 - Aquatic toys and equipment are not permitted in the Pool. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar water play items.
 - Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events.
 - Amenity Staff shall have final authority regarding the use of any and all aquatic toys and recreational flotation devices at the Pools.

(29) Splash Pad Policy

- No food or beverages are permitted on the Splash Pad.
- No glass is permitted on or near the Splash Pad.
- No animals (other than Service Animals) are permitted on or near the Splash Pad.
- Swallowing of fountain water is strictly prohibited.
- Children under three (3) years of age, and those who are not reliably toilet trained, must wear swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the Splash Pad area.
- All children must be supervised by an adult Patron, at least eighteen (18) years of age, at all times on the Splash Pad.
- All persons using the Splash Pad shall conduct themselves in a courteous, safe, and family-friendly manner.
- The Splash Pad may be closed at any time due to weather conditions or for maintenance.

X. FITNESS CENTER POLICIES

All Patrons and Guests using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

Please note the Fitness Center is an unattended Amenity Facility. Persons using this Amenity Facility do so at their own risk. Staff is not present to provide Personal Training or Exercise Consultation to Patrons or Guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) **Hours:** The Fitness Center is open for use by Patrons during normal operating hours to be established and posted by the District.
- (2) **Emergencies**: All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 933-5571.
- (3) **Eligible Users**: Patrons and Guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. No one under the age of sixteen (16) is allowed in the Fitness Center at any time. Patron and Guest must provide proof of age if requested by Staff to use the Fitness Center.
- (4) **Guest Policy:** Refer to guest policy at Section V.
- (5) **Food and Beverage:** Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
- (6) **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, tank tops, shorts (no jeans), and/or sweat suits (no swimsuits).

(7) General Policies:

- Each individual is responsible for wiping off fitness equipment after use.
- Use of personal trainers is not permitted in the Fitness Center unless pre-approved by the District.
- Hand chalk is not permitted to be used in the Fitness Center.
- Amplified sound is not permitted. Audio playing devices are not permitted unless they are personal units equipped with headphones.
- Weights or other fitness equipment may not be removed from the Fitness Center.
- Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- Please replace weights to their proper location after use.
- Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.



XI. SPORTS COURTS FACILITY POLICIES

All Patrons and Guests using the Sports Courts are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Facility privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment. Guests may use the Sports Courts if accompanied by an adult Patron.

Please note that the Sports Courts are unattended Amenity Facilities and persons using these Amenity Facilities do so at their own risk. Persons interested in using these Amenity Facilities are encouraged to consult with a physician prior to use.

- (1) **Hours**: The Sports Courts are available for use by Patrons during normal operating hours which are posted. The Sports Courts may not be rented, and are available on a first come first serve basis.
- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 933-5571.
- (3) **Proper Attire:** Proper athletic shoes and attire are required at all times while on the Sports Courts. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants.

Basketball Court Rules:

- The Basketball Court is open from 8:00am-10:00 pm, Monday thruthrough Sunday.
- The Basketball Court is for the play of Basketball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited at the facility.
- Beverages are permitted at the Basketball Court if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the Basketball Court.
- Alcoholic beverages are not permitted on the Basketball Court.
- Anyone under the age of sixteen (16) is not allowed to use the Basketball Court unless accompanied by an adult Patron.
- The Basketball Court is available on a first-come, first-served basis. It is recommended that persons desiring to use the Basketball Court check with the Amenity Staff to verify availability in case they are reserved for programs or closed for maintenance.
- Use of the Basketball Court is limited to one (1) hour when others are waiting.

- Proper Basketball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the Basketball Court must supply their own equipment.
- Persons using the Basketball Court shall clean up the court and surrounding area after use.

Volleyball Court Rules:

- The Volleyball Court is open from 8:00am-10:00 pm, Monday thru Sunday.
- The Volleyball Court is for the play of Volleyball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited at the facility.
- Beverages are permitted at the Volleyball Court if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the Volleyball Court.
- Alcoholic beverages are not permitted on the Volleyball Court.
- Anyone under the age of sixteen (16) is not allowed to use the Volleyball Court unless accompanied by an adult Patron.
- The Volleyball Court is available on a first-come, first-served basis. It is
 recommended that persons desiring to use the Volleyball Court check with the
 Amenity Staff to verify availability in case they are reserved for programs or closed
 for maintenance.
- Use of the Volleyball Court is limited to one (1) hour when others are waiting.
- Proper Volleyball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the Volleyball Court must supply their own equipment.
- Persons using the Volleyball Court shall clean up the court and surrounding area after use.

Tennis Court Rules

- The Tennis Court is open from 8:00am-10:00 pm, Monday thruthrough Sunday.
- The Tennis Court is for the play of tennis only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited at the facility.
- Beverages are permitted at the Tennis Court if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the Tennis Court.
- Alcoholic beverages are not permitted on the Tennis Court.
- Anyone under the age of sixteen (16) is not allowed to use the Tennis Court unless accompanied by an adult Patron.
- The Tennis Court is available on a first-come, first-served basis, unless otherwise
 programmed by the District. Schedules of District tennis programs will be posted. It is
 recommended that persons desiring to use the Tennis Court check with the Amenity
 Staff to verify availability in case they are reserved for programs or closed for
 maintenance.
- Use of the Tennis Court is limited to one (1) hour when others are waiting.

- Proper Tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Proper Tennis attire is required.
- Persons using the Tennis Court must supply their own equipment.
- Persons using the Tennis Court shall clean up the court and surrounding area after use.

XII. PARK, PLAYGROUND, AND OTHER FACILITY POLICIES

Playground and Park Rules

- Patrons and Guests may use the Playgrounds and Parks at their own risk and must comply with all posted signage. Playground and Parks are not staffed by the District.
- Children under the age of twelve (12) must be accompanied by an adult Patron in Playgrounds and Parks.
- No roughhousing is permitted in the Playgrounds or Parks.
- Persons using the Playgrounds and Parks must clean up all food, beverages and miscellaneous trash brought to the Playground or Park.
- Glass containers are prohibited in Playgrounds and Parks.
- The use of profanity or disruptive behavior is absolutely prohibited in Playgrounds and Parks.
- Alcoholic beverages are not permitted in the Playgrounds or Parks.
- Playground hours are dawn to dusk, Monday thruthrough Sunday.

Dog Park Policies

- General. The Dog Park is to be used exclusively for the enjoyment of canines with their owners.
- Use at Own Risk. Patrons and Guests may use the Dog Park at their own risk and must comply with all posted signage. The Dog Park is not staffed by the District. The District is not responsible for any injuries to visiting dogs, their owners, or others using the Dog Park.
- **Hours of Operation.** The Dog Park hours are from dawn to dusk.
- Supervision of Children. Supervision by an adult Patron, at least eighteen (18) years of age, is required for children under the age of twelve (12) years while using the Dog Park. Children must remain in the sight of the supervising adult Patron at all times.
- Shoes. Proper footwear is required for Patrons and Guests while using the Dog Park.
- **Equipment.** Equipment in the Dog Park shall only be used for its intended purpose. Misuse or destruction of the equipment or any District property in the Dog Park is prohibited.
- **Food.** People food is prohibited in the Dog Park.
- Clean-up. Patrons and Guests are responsible for clean-up of any items brought by them to the Dog Park.

- Glass Containers. No glass containers are permitted in the Dog Park.
- Dogs and Use of Dog Park.
 - Patrons and Guests using the Dog Park are responsible for the actions of their dogs.
 - o Dog feces shall be picked up and disposed of by Patron/Guest.
 - Dogs using the Dog Park must wear current license tag and have a current rabies vaccination.
 - o Dogs must be leashed when entering and leaving the Dog Park.
 - o Patrons and Guests using the Dog Park must be present, with leash, and in view of their dog at all times.
 - O Dogs shall be under voice control of Patron/Guest at all times.
 - o Aggressive dogs will not be allowed to remain in the Dog Park.
 - o Dogs in heat are prohibited from using the Dog Park.
 - o Patron/Guest shall immediately fill in any holes dug by their dog.
- Emergencies. All emergencies and injuries must be reported to Amenity Staff immediately.

Pond Fishing and Swimming Rules

Patrons may fish from ponds located within the District. Patrons shall only access the District's Ponds through the proper access points. The District operates under a catch and release policy for all fish caught in the Ponds. The District's Ponds serve as storm water management purposes and persons are strictly prohibited from keeping or consuming any fish caught in a District Pond. The purpose of these bodies of water is to help facilitate the District's natural water system for stormwater runoff.

- Swimming is prohibited in all ponds on District property.
- No watercrafts of any kind are allowed in any of the ponds on District property unless required for maintenance and specifically authorized by the District.
- Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish in the ponds walk or ride bicycles.
- Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.

XIII. FACILITY RENTAL POLICIES COVINGTON PARK CLUBHOUSE

Patrons may reserve the Event Room in the Clubhouse for private events. The Event Room is available for rental during regular hours of operation and reservations may not be made more than six (6) months prior to the event. Persons interested in doing so should contact the

Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note that the Event Room is unavailable for private events on the following holidays:

New Year's Day
Easter Sunday
Memorial Day
July 4th
Christmas Day
Christmas Day

New Year's Eve

The Pools and pool deck areas are not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours.

The Patron renting the Event Room shall be responsible for any and all damage and expenses arising from the event.

*Reservations: Patrons interested in reserving the Event Room must submit to the Amenity Manager a completed Facility Rental Application. At the time of approval, the fees associated with the rental <u>must</u> be submitted to the Amenity Manager in order to reserve the room. One payment should be in the amount of the room rental fee and the other payment should be in the amount of One Hundred Fifty Dollars (\$150.00) as a deposit. All checks and money orders are made payable to the **Covington Park Community Development District**. The Amenity Manager will review the Facility Rental Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. Reservations for Charity Events must be made at least thirty (30) days in advance of event and are contingent on District Board approval. Exceptions may be granted at the Board's discretion.

Available Facilities: The Event Room is available for private rental for up to a maximum of ten nine (109) hours for a full term rental or five-four (54) total hours for a half term rental, including set up and post-event cleanup.

Event Room at Covington Park Clubhouse; Fifty (50) Person Capacity Full Term: 12:00pm to 9:00pm, \$\frac{125}{170}.00

Half Term: 12:00pm to 4:00pm, \$5075.00 5:00pm to 9:00pm, \$75.00

Any portion of an hour in excess of the authorized rental term will be charged at a rate of an additional \$20.00 per hour.

Staffing: One (1) staff person is required to be on duty on the District premises during the Event Room Rental.

Deposit: A deposit in the amount of One Hundred Fifty Dollars (\$150.00) is required at the time the reservation is approved. To receive a full refund of the deposit, the following must be completed timely by the Patron reserving the Event Room:

- Patron listed on Facility Rental Application shall be present for the duration of the rental.
- Ensure that all garbage is removed and placed in the dumpster.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original position.
- Wipe off counters, table tops, chairs and sink area.
- Replace garbage liner.
- Clean out and wipe down the refrigerator, microwave, oven, and all cabinets and appliances used.
- Clean any windows, doors, and mirrors in the Event Room.
- Sweep and mop floor.
- Ensure that no damage has occurred to the Clubhouse or to District property.

General Rules:

- Patron reserving the Event Room is responsible for ensuring that their guests for the event adhere to the policies set forth herein.
- Rental fees and deposits may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities; such increase may not exceed ten percent (10%) per year.
- The volume of live or recorded music must not violate applicable Hillsborough County Noise Ordinances.

Each organization, group or individual reserving the use of the Event Room agrees to indemnify and hold harmless the District, and the District's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the Event Room.

XIV. SUSPENSION AND TERMINATION OF ADULT PRIVILEGES & APPEAL PROVISIONS

(1) Privileges at the Amenity Facilities can be subject to suspension or termination by the Board of Supervisors if a Patron:

- Submits false information on the application for an access card.
- Permits unauthorized use of an access card.
- Exhibits unsatisfactory behavior or appearance.
- Fails to abide by the Rules and Policies established for the use of facilities.
- Treats the personnel or employees of the facilities in an unreasonable or abusive manner.
- Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or Staff.
- (2) Management may at any time restrict or suspend any Patron's privileges to use any or all the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's facilities from damage.
- (3) The District shall follow the process below in regards to Suspension or Termination of an Adult Patrons privileges:
 - a. First Offense Verbal warning by staff of violations which shall be recorded by staff and kept on file in the Resident Services Office.
 - b. Second Offense Written warning by staff of continued violations signed by Patron and held on file in the Resident Services Office.
 - c. Third Offense Written notice of violation and suspension to the Patron and automatic suspension of all amenity privileges for thirty (30) days. Written report of the incident is filed in the Resident Services Office.
 - d. Fourth Offense Written notice of violation and suspension of all amenity privileges for one hundred eighty (180) days.
- (4) <u>Criminal Activity Suspension</u>: At any time that an adult Patron is arrested for an act committed, or allegedly committed, while on the premises at any District Facility, that adult Patron shall have all amenity privileges suspended. That adult patron may appeal the suspension by filing with the District a written request to be heard on the matter and paying a \$50.00 filing fee. The request of the patron shall be placed on the agenda and heard at the next Board of Supervisors meeting. At the Board meeting, the Patron shall be provided reasonable time not to exceed 15 minutes to present his/her case, evidence and witnesses and the Board will be presented with the available facts surrounding the arrest and may make inquiry into the facts or any witness. Upon the conclusion of hearing the evidence, the Board may reinstate the privileges or suspend the Patron's privileges for up to one (1) calendar year (or some shorter amount of time at the Board's discretion). The filing fee may be reimbursed only upon a vote by the Board.
- (5) <u>Rule Violation Suspension</u>: At any time that an adult Patron's amenity privileges are suspended, said Patron may appeal the suspension in the same manner as described above.

XV. SUSPENSION AND TERMINATION OF MINOR PRIVILEGES

- (1) At the discretion of Amenity Facilities Staff, Minors (Minor: any person—under the age of eighteen (18), who violate the rules and policies may be expelled from the facilities for one (1) day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date and a copy thereof mailed to the parent or guardian of such child(ren). This report will be kept on file at the Resident Services Office.
- (2) Any Minor who is expelled from the facilities three (3) times in a one year period, shall have their Amenity Facilities privileges suspended for one (1) calendar year from the date of the third offense. Notice of the suspension shall be mailed to the parent or guardian of such child(ren).
- (3) <u>Criminal Activity Suspension</u>: At any time that a minor adult Patron is arrested for an act committed, or allegedly committed, while on the premises at any District Facility, that minor Patron shall have all amenity privileges suspended. That minor Patron's parent or guardian may appeal the suspension by filing with the District a written request to be heard on the matter and paying a \$50.00 filing fee. The request shall be placed on the agenda and heard at the next Board of Supervisors meeting. At the Board meeting, the minor Patron's parent or guardian shall be provided reasonable time not to exceed 15 minutes to present his/her case, evidence and witnesses and the Board will be presented with the available facts surrounding the arrest and may make inquiry into the facts or any witness. Upon the conclusion of hearing the evidence, the Board may reinstate the privileges or suspend the minor Patron's privileges for up to one (1) calendar year (or some shorter amount of time at the Board's discretion). The filing fee may be reimbursed only upon a vote by the Board.

Rule Violation Suspension: At any time that a minor Patron's amenity privileges are suspended for any reason, said parent or guardian Patron may appeal the suspension in the same manner as described above.

The District must protect the rights and privileges of rule-abiding Patrons, and inappropriate behavior will not be accepted. All Patrons and Guests are responsible for compliance with these Rules and Rates for All Amenity Facilities (the "Rules"), which are established for the safe operations of the Amenity Facilities. The following policies address disciplinary and enforcement matters relating to the use of the District's Amenity Facilities

- 1. **General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Rules.
- 2. Access Card. Access Cards are the property of the District. The District may request surrender of, or may deactivate, a person's Access Card for violation of the Rules.
 - 3. Suspension and Termination of Rights. The District, through its

Board, District Manager, or Amenity Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a "Violation"):

- <u>a.</u> Submitting false information on any application for use of the Amenity Facilities;
 - b. Failing to abide by the terms of a Facility Rental Application;
- c. Permitting the unauthorized use of an Access Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
 - d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
 - f. Failing to abide by the Rules;
 - g. Treating the District's Amenity Staff, contractors,
- representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
 - i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its Amenity Staff, contractors, representatives, residents, Patrons or Guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its Amenity Staff, contractors, representatives, residents, Patrons or Guests are likely endangered;
- <u>l.</u> Engaging in another Violation after a verbal warning has been given by Amenity Staff (which verbal warning is not required); or
- m. Such person's Guest or a member of their household committing any of the above Violations.

Termination of access to the Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its Amenity Staff, contractors, representatives, residents, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

4. Authority of District Manager and Amenity Manager. The District Manager or the Amenity Manager, or their respective designee, has the ability to remove any person from one or all Amenity Facilities if a Violation occurs or, if in his/her reasonable discretion, it is the District's best interests to do so. The District Manager or the Amenity Manager, or their respective designee, may each independently at any time restrict or suspend for cause or causes, including but not limited to those

Violations described above, any person's privileges to use any or all of the Amenity Facilities until the next regularly scheduled meeting of the Board of Supervisors that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified or other mail service, or longer if such individual requests deferment of his or her right to due process. In the event of such a suspension, the District Manager, or his or her designee, shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

- 5. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity Facilities access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).
- 4.6. Property Damage Reimbursement. If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose Guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity Facilities access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.
- 7. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.
 - a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 4 herein, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified or other mail service, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of the District Manager, Amenity Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension

- is less than eight
- (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.
- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by the Amenity Staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.
- 8. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 3 herein. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 4, and the hearing shall be conducted in accordance with Section 7 herein.
- 9. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Access Cards associated with an address within the District until such time as the outstanding amounts are paid.
- 10. Appeal of Board Suspension. After the hearing held by the Board required by Section 7, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written

request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 7(f), herein. Filing of an Appeal Request will be perfected and deemed to have occurred upon receipt by the District. Failure to timely file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

211. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity Facilities after expiration of a suspension imposed by the District.

XVI. INDEMNIFICATION

Each organization, group or individual reserving the use of the District's Amenity Facilities agrees to indemnify and hold harmless the District and the Amenity Manager, and the respective officers, agents and employees of each, from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the district lands, premises and / or facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statues.

The District and its agents, employees and officers shall not be liable for, and the Homeowner, Renter or Non-Resident Member user shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

XVII.NATURAL BUFFER AREAS POLICY STATEMENT

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the Community. The policy statement is consistent with the policies of other governments including Hillsborough County and Southwest Florida Water Management District (SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies including, but not limited to trees are left to fulfill their role in nature's process.

Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the abutting property owner after securing permission to remedy the situation from the CDD and all required permits from all authorities having jurisdiction including Hillsborough County and SWFWMD. Such abutting property owner must initially contact the CDD for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by Hillsborough County and SWFWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance to these areas.

In the event that a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

The above policies were adopted by the Board of Supervisors for the Covington Park Community Development District per Resolution 2024-01 on November 27, 2023, at a duly noticed public meeting.

Tab 8

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED RULES AND RATES FOR ALL AMENITY FACILITIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR REPEAL OF RULES IN CONFLICT THEREWITH.

- **WHEREAS**, the 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, Chapter 190, Florida Statutes, authorizes the District to adopt resolutions as may be necessary for the conduct of District business including rules, charges, and fees for usage of District amenities; and
- **WHEREAS**, the District's Board of Supervisors finds that it is in the best interests of the District to adopt by this Resolution the revised Rules and Rates for All Amenity Facilities attached hereto as Exhibit "A;" and
- **WHEREAS**, the revised Rules and Rates for All Amenity Facilities are for immediate use and application, having been adopted after having held a public hearing before the District's Board of Supervisors on October 23, 2023, which was continued to November 27, 2023.

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

- **SECTION 1.** The District's Board of Supervisors hereby adopts the revised Rules and Rates for All Amenity Facilities, attached hereto as Exhibit "A." The Rules referenced herein shall stay in full force and effect until such time as the Board of Supervisors may amend, rescind, or repeal the attached in accordance with Chapter 190, Florida Statutes, and other applicable law.
- **SECTION 2.** District staff has provided notice to the general public in accordance with Chapters 120 and 190, Florida Statutes, and scheduled a public hearing before the Board of Supervisors.
- **SECTION 3**. This Resolution shall repeal all Rules and Rates for All Amenity Facilities previously adopted by the District to the extent that they are in conflict.
- **SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective immediately upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 27th day of November, 2023.

ATTEST:	COVINGTON PARK COMMUNITY DEVELOMENT DISTRICT	
Secretary / Assistant Secretary	Chair / Vice Chair	

Exhibit "A": Revised Rules and Rates for All Amenity Facilities

EXHIBIT "A"

Revised Rules and Rates for All Amenity Facilities

Tab 9

BALES • SECURITY

INVESTIGATIONS

SECURITY GUARDS [ARMED & UNARMED]

PATROL SERVICES

- BUSINESS & HOME

SECURITY CONSULTING

PROCESS SERVICES

EMPLOYEE SCREENINGS

POLYGRAPH EXAMINATIONS

Lic. Nos. A2200389/B2300095

WWW.BALESSECURITY.COM

A Bales Security Agency, Inc. OPERATIONS CENTER

9700 Dr. Martin Luther King Jr. St. N.

SUITE 202

St. Petersburg, Florida 33702 Telephone (727) 592-9101

HILLSBOROUGH COUNTY

TELEPHONE (813) 314-9101 FACSIMILE (813) 314-9102

TOLL FREE (800) ALL-SECURE

SECURITY GUARD SERVICES AGREEMENT

		CLIENT	
Name: Covington Park		Mailing Address: 6806 Covington Garden Drive Apollo Beach, FL	
Phone No: (813) 672-9423	Fax No:	Fax No: Website: covingtonp	
Billing Email: monolan@rizzetta.com	Billing Addr	Billing Address: 3434 Colwell Avenue Tampa, Florida 33614	
£ 13	CLIENT	REPRESENTATIVE	
Name: Matthew Reed	Mobile No: 8	313-599-0596	Email: reedjmatthew@gmail.com
Additional Contact Name:	Phone No:		Email: clubhouse@covingtonparkcdd.org

A Bales Security Agency, Inc. (d/b/a Bales Security) and the above referenced Client ("Client") enter into this Security Guard Services Agreement (this "Agreement") for the following described services (the "Services") by Bales Security pursuant to the following terms and conditions including the provisions of the below General Terms and Conditions, which include the front and back of this Agreement and incorporated herein for all purposes:

A. Location of Services

Physical Address: 6806 Covington Garden Drive - Apollo beach Florida

- B. Services: Security Services are provided to assist Client in protecting physical property only and exclude protecting persons and personal property.
- 1. **Security Guards-Un-armed:** <u>Fees</u>: **\$ 20.00 per hour (per guard)** Reminder that one and a half (1 ½) times the regular hourly rate for all hours that Client requires any one guard to work over 8 hours per day or 40 hours per week.] (Sales tax additional); Additionally seven holiday will be [one and a half (1 ½) times the regular hourly rate: These Holidays are as follows: <u>New Years Day, Easter, Memorial Day, Independence Day, Labor day, Thanksgiving, Christmas.</u>
- 2. Times of Services: from 3:45pm to 10:15pm seven days a week; Number of guards per shift will be one (1).

<u>Days of Services each week</u>: will be on site Sunday thru Saturday. 6.5 hours per day, 45.5 hours weekly will be the agreement unless changed by the client, with a 30 day notice, for future services, and or extended hours.

Type of Uniform: Standard Blue Shirt, Black Pants, Black shoes, Black Belt, and the officer will be professionally dressed to represent our client well.

- 3. Additional Item: Cell Phone Fees: \$85 per month.
- 4. Yes Client is Tax Exempt: If your business is taxed exempt, we will require the official [Customer's Certificate of exemption]-DR-14 (R.04/05) issued by the State of Florida.
- **C.** Payment Schedule: Payments will be every two weeks, (invoiced Sunday to Saturday for period of two weeks total, each time service is provided).
- D. Due Date: Payment due in Bales Security's office within five (5) days of the invoice due date.
- E. Payment Option: Checks by mail into Bales Security to Operational address as above on this Agreement.
- F. Period of Services: from 11-13-2023 to 11-12-2024. Bales Security will provide a new agreement to Covington Park CDD, for approval each year, with a 5% increase calculated in the bill rate. During the Period of Services, either party may terminate this Agreement by providing a 30-day written notice of termination to the other party. Services provided, if any, after the end of the period, is on a month-to-month basis.
- G. Special Instructions: See Attachment "A" X (check one)

By executing below, Client specifically agrees to be bound by this Agreement, including the provisions of the General Terms and Conditions, which are set out below and on the back of this Agreement and incorporated herein for all purposes. This Agreement will be effective upon Bales Security's receipt of the fully executed copy of this Agreement and the initial payment addressed above, and final acceptance and signature by the Manager of Bales Security.

CLIENT	A BALES SECURITY AGENCY, INC.	A BALES SECURITY AGENCY, INC.
Ву:	By: Terry Payton	By: Sue Ayocck
(Signature)	(Signature) Terry Payton	(Signature) Sue Aycock
(Printed Name)	(Printed Name) Its: Chief Executive Officer	(Printed Name) Its: Administrator
(Title) Date:	Date: 11-02-2023	Date: 11-02-2023

General Terms and Conditions for Security Guard Services Agreement

The following terms and conditions are incorporated into and form an integral part of this Agreement for all purpose. I. Services Provided; Accuracy and Use of Information; Confidentiality

- Bales Security will perform security guard services requested by Client with the reasonable degree of skill and care of a duly licensed security guard agency in Florida and will perform private investigation services requested by Client with the reasonable degree of skill and care of a duly licensed private investigation agency in Florida. Except as specifically provided above, Bales Security specifically disclaims all representations and warranties, expressed or implied, related to the Services. In particular, but without limitation, Bales Security guard services are an attempt to assist Client in protecting Client's physical property only. The primary technique used is the deterrent effect of having a uniformed Bales Security employee at Client's property during the times and dates specified in this Agreement, Client understands and agrees that Bales Security was not hired to protect persons, residents, patrons, employees, invitees, quests, vendors, or other persons on Client's property or the personal property of any such person. If a Bales Security employee observes a crime in progress or a suspicious individual on or near Client's property, Client agrees that the employee, in his/her sole discretion, may decide whether to (i) intervene in an attempt to prevent a crime, (ii) call the "911" emergency number, (iii) take other action, or (iv) take no action. Client agrees and understands that Bales Security is under no obligation to intervene to prevent or stop a crime, whether against a person or property. Client is required to instruct its employees to immediately call the "911" emergency number in the event of any concerns for their personal health or safety, the health or safety of others, the protection of any property, or any other type of emergency. Further, Client understands and agrees that Bales Security does not and cannot guarantee the safety and/or security of any persons or property. Further, the observations from any security survey that is requested by Client will be based on the information available at that time. Client understands and agrees that it is not possible to identify, predict, or prevent all crime risks. Any report is advisory and is not intended to identify all security weaknesses or to warrant the adequacy of present and future crime prevention measures, whether or not recommended. Bales Security shall not be responsible or have any liability for any actual or alleged deficiencies in any observations or comments and/or the completeness of any observations or comments provided including, but not limited to, whether or not any measures are taken. Client shall defend, indemnify, and hold harmless Bales Security and its shareholders, officers, employees, contractors, subcontractors, suppliers, agents, and representatives (collectively, "Bales Security Representatives") from all claims, damages, losses, costs, and expenses, including attorneys' fees and costs of litigation, suffered and/or incurred by Bales Security and/or any Bales Security Representative in connection with or arising out of claims from Client or any other person being injured, physically harmed, or killed (collectively referred to as "harmed") during the course of Bales Security providing services under this Agreement, unless and only to the extent that such harm results from the intentional misconduct of a Bales Security Representative. Any property damages caused by the actions of a Bales Security Representative while at Clients' location will be the responsibility of Client, unless and only to the extent due to the intentional misconduct of such representative. Client agrees to pay the expenses of any doctor, dental, or other medical or emergency treatment for any injuries or harm which a Bales Security Representative suffers as a result of or in the course of providing security services for Client or its property.
- B. Client, Property Management, residents, and all others on the property understand and agree and will make all aware that activities, actions, and/or inactions relating to any pool/water/pond areas of the facility/site are specifically excluded from any security services provided by Bales Security pursuant to this Agreement. Bales Security services will not include any responsibilities or duties as to the pool/water/pond areas, including, but not limited to, life saving responsibilities in these areas. Client, Property Management, residents, and all others on the property understand and agree and will make all aware that persons utilizing the pool/water/pond areas do so at their own risk and are not being monitored by Bales Security.
- C. The parties agree that the Services to be provided by Bales Security may result in: written reports, recorded statements, documents, photographic, video, audio, and related materials and information. Bales Security will exercise professionally reasonable efforts to perform the Services and deliver all information requested by Client in a timely manner, but will have no obligation or liability to Client for any delay or failure to provide the Services or information under this Agreement so long as Bales Security has expended professionally reasonable efforts in its performance under this Agreement. Client acknowledges that Bales Security makes no guarantees regarding the services or information obtained, and that all reports made by or on behalf of Bales Security are the opinion of Bales Security based on information known at that time. Bales Security and Client shall respectively exercise their best efforts to furnish to the other accurate information concerning Client's needs and the services to be provided by Bales Security. Neither party nor its shareholders, officers, employees, contractors, subcontract ors, suppliers, agents, or representatives, shall be liable to the other for any claim, injury, or damage resulting from the inaccuracy or incompleteness of any information furnished in good faith. Further, Client agrees that it is retaining Bales Security only for lawful purposes and all information provided Client under this Agreement by Bales Security will be used by Client only for legal purposes under applicable federal, state, and local law and that Bales Security shall have

no liability, directly or indirectly, for the use or misuse of the information by Client. Client agrees that in no event will Bales Security personnel be requested or required to perform any duties that are improper, illegal, immoral, or that will place such personnel at risk of

D. Bales Security will retain information resulting from the Services for a period of one year and will not disseminate or release any material to third parties unless authorized by Client or required by law or court order. All reports, information, tapes, or documents provided to Client are agreed to be confidential. Client agrees to restrict the dissemination of the information to only third parties with a legitimate need to know or those authorized by law. Client shall indemnify, defend, and hold harmless Bales Security and Bales Security Representatives from all claims, damages, losses, costs, and expenses, including attorneys' fees and costs of litigation, suffered and/or incurred by Bales Security and/or Bales Security Representatives in connection with or arising out of claims by any person or entity based on the use, misuse, and/or disclosure by Client of information provided to Client by Bales Security. Client agrees to provide immediate written or verbal notice of any legal or civil proceedings in which the investigative findings or security services of Bales Security, or any portion thereof, are of material issue. Client has been advised, understands, and agrees that Bales Security may image and electronically file all documents (collectively, the "Imaged Documents") and destroy the originals of the Imaged Documents, including all original signatures on those documents. Client authorizes Bales Security to take this action, and understands and agrees that, as a result, neither the original documents, nor any of the original signatures on such documents, will remain available to Client or Bales Security for any purpose including, but not limited to, use in any legal proceeding arising out of or relating to the documents, or any security services matter (a "Proceeding"). Client knowingly, willingly, and expressly: (i) waives all rights relating to, and (ii) agrees, based on Bales Security's reliance on, among other things, Client's agreements and authorizations, that Client is estopped from asserting any claim, defense, or objection, whether evidentiary or otherwise, arising out of or related to the imaging and destruction of original documents and all original signatures on such documents, including, without limitation, any claim, defense, or objection arising out of or related to Bales Security introducing and/or court accepting, into evidence in any Proceeding copies of Imaged documents, including all imaged signatures, in place of original documents.

II. Fees and Costs for Services

Fees: Client is responsible for all fees for the Services provided and all costs incurred by Bales Security in providing the Services. Bales Security's fees are based on the hourly rates of the security guard, investigator, and/or other members of the professional staff of Bales Security that are involved in providing the Services for Client. The schedule of hourly rates is set forth in this Agreement. The fee schedule is subject to revision semi-annually with changes, if any, effective July 1 and January 1. Unless otherwise agreed to in writing, Bales Security is to be paid the hourly rates specified in this Agreement for each hour of investigator or security guard service provided. At the beginning of a project, it may not be possible to accurately estimate the time and expenses that may be required for the project. However, Bales Security will endeavor to schedule time economically and to confine efforts to those tasks, which, in Bales Security's opinion, are necessary to provide the Services efficiently and effectively. These fees are not to be revealed to or discussed with the Bales Security employees, Client employees, or any other person at any time. Working hours for security services will be scheduled to meet Client's needs any time during each 24 hour period. Client agrees to pay Bales Security one and a half (1 ½) times the regular hourly rate specified in this Agreement for all hours that Client requires any one guard to work over 8 hours per day or 40 hours per week. Additionally, Client agrees to pay Bales Security one and a half (1 ½) times the regular hourly rate for all hours worked on the following holidays: New Years Day, Memorial Day, Easter, July 4, Labor Day, Thanksgiving Day, and Christmas Day. Applicable sales tax is additional to fees charged. Client agrees that during the term of this Agreement and for a period of one year after the termination of this Agreement (which provision will survive the termination of this Agreement). Client (i) will not solicit, divert, or hire away; (ii) attempt to solicit, divert, or hire away, or (iii) have any other person or entity solicit, divert, or hire away, any person employed or engaged by Bales Security as an employee, independent contractor, officer, director, executive, or other agent for the purpose of causing such person to leave his or her employment with Bales Security. In the event Client attempts to or does solicit, divert, or hire away any such person, Client agrees to pay Bales Security as liquidated damages for such breach, and not as a penalty, an amount equal to the employee's full time compensation for three months based on a forty hour work week.

Costs: In addition to payment of the fees for services, Client is responsible for reimbursing Bales Security for all out-of-pocket costs and expenses incurred in providing the Services. Chargeable costs include, but are not limited to, expenses, disbursements, and

costs and expenses incurred in providing the Services. Chargeable costs include, but are not limited to, expenses, disbursements, and associated administrative charges for mileage; document duplication; telefacsimiles; long distance telephone calls; cellular telephone calls; computer searches; and reimbursement for taxes; travel; computer research fees; registration fees; postage charges; overnight delivery charges; courier and messenger charges; and other extraordinary costs necessitated by the time constraints associated with the Services. Client may request from Bales Security a copy of chargeable costs at any time.

C. Invoices: Bales Security's invoices generally will be prepared and mailed in advance of the month in which services are to be rendered and costs advanced. The invoice will be mailed to Client at the above billing email address or billing address, unless Client advises Bales Security otherwise in writing. Client shall make payment in Bales Security's office within five (5) days after the invoice date. Furthermore, time is of the essence and if Client, for any reason, fails to pay Bales Security's fees or costs due pursuant to this Agreement, in a timely manner, Client hereby consents to Bales Security suspending the performance of Services until payment is current. Bales Security may suspend or terminate its services upon forty-eight (48) hours written notice for non-payment by Client of Bales Security's fees and/or costs.

Bales Security's fees and/or costs.

D. Initial Payment: The initial payment and all invoices are equal to the amount due each payment schedule. Services are paid in advance and the initial payment must be paid before services begin.

E. Late Payments: Bales Security may assess a monthly service charge for late payments. This charge is assessed on the last day of each month against all fees and costs unpaid at the end of the month. The monthly service charge is equal to one and a half percent (1.5%) per month of the amount that remains overdue. In no event will the interest charge be greater than that permitted by any applicable law. Client agrees to pay a \$50.00 service charge for checks returned for any reason, including insufficient funds. The prevailing party in any legal proceeding for recovery of fees and costs shall be entitled to recover all costs, and reasonable attorneys' and paralegals' fees, whether before or after a lawsuit is filed, or during pretrial, trial, appeal, bankruptcy, and judgment execution

Client understands that if this Agreement is terminated, Client shall remain responsible for all fees and costs/expenses incurred prior to the date of termination. In the event of termination by Client, Client shall be responsible for any out of pocket expenses incurred by Bales Security as a result of such termination such as, but not limited to, equipment rental and subcontract termination fees, relocation expenses, etc.

III. Insurance and Liability Limitations

A. Bales Security agrees to place and maintain in effect general liability insurance to provide commercially reasonable coverage for recognized liabilities associated with personal injury and property damage that may result from its business operations. A copy of such insurance will be provided upon request. The parties agree that the liability of Bales Security and Bales Security Representatives shall be limited to claims, damage, destruction, loss, and/or injury or death caused solely by the negligent acts or omissions, willful misconduct, or breach of this Agreement by Bales Security and/or Bales Security Representatives and, further, except to the extent of potential recoveries under the insurance policies carried by Bales Security, the liability of Bales Security to Client shall not exceed the amount of current project fees paid by Client to Bales Security under this Agreement. In no event, will Bales Security be liable for any incidental or consequential damages, however arising. If Client requests to be a certificate holder or other additions to Bales Security's insurance policy, Client will be responsible to pay in advance the cost associated with any such request. If Client requests that Bales Security obtain higher limits of liability insurance, Client will notify Bales Security in writing. Upon receipt of such notification, Bales Security will put in place higher limits of liability insurance, if commercially available, for Client's project upon Client's payment of the additional costs, including premiums, associated with such additional coverage.

IV. Miscellaneous

Bales Security is an independent contractor and shall not be deemed an employee, agent, or partner in any manner, of Client. A. Bales Security is an independent contractor and shall not be deemed an employee, agent, or partner in any manner, of Client. Client shall not have the authority to make any commitment binding upon Bales Security without its prior written consent. Furthermore, Bales Security is not legally affiliated with any investigation agency, security guard agency, law firm, or other business. Bales Security does from time to time enter into project—specific business relationships with law firms to perform various investigative and/or security services for those firms and on behalf of the law firm clients. Client understands and agrees that the contractual relationship between Client and Bales Security under this Agreement is separate from any relationship that Client may have with any attorney or law firm. Bales Security's relationship with Client will not have the protections of the attorney-client privilege, unless the privilege arises through Bales Security being hired by an attorney on behalf of an attorney's client or other basis permitted by law.

B. Client understands that all communications between the parties are important and agrees that it will immediately advise Bales Security in writing of any change in Client representative, telephone number(s) amail addresses or mailing addresses provided above

Security in writing of any change in Client representative, telephone number(s), email addresses, or mailing addresses provided above. Client's representative has full authority and capacity to act and enter into agreements on behalf of Client. Client agrees that Bales Security may use the above address for all communications with Client, as well as other methods of communication, until otherwise notified in writing.

The parties agree that in the event of dispute personal jurisdiction over them may be properly exercised in, and that exclusive venue for any action arising out of or related to this Agreement shall be in, the Circuit Court of Hillsborough County, Florida, and Client waives any defenses to such venue. Florida law shall govern the validity, construction, and enforcement of this Agreement, and the

waives any defenses to such venue. Florida law shall govern the validity, construction, and enforcement of this Agreement, and the remedies available for its breach.

EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

D. The parties agree that if a court of competent jurisdiction determines that any provision of this Agreement is unenforceable or too broad or extensive to permit enforcement to its full extent, then it is the intent of the parties that any such provision shall be enforced to the maximum extent permitted by Florida law. The parties also agree that a judicial determination regarding the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall continue to be given full force and effect.

E. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives; provided, however, that the rights, duties, and obligations of Client under this Agreement are personal and cannot be delegated, assigned, or otherwise transferred by Client without the prior written consent of Bales Security. Any failure by either party to comply with any provision of this Agreement may be waived, but only if such waiver is in writing and signed by the other party. Any failure to insist upon or enforce compliance with any provision of this Agreement shall not operate as a waiver of, or estoppel with respect failure to insist upon or enforce compliance with any provision of this Agreement shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. Facsimiles, electronic copies, and/or other copies of this Agreement and all signatures thereon shall be considered original for all purposes. Descriptive headings are for convenience only and shall not affect the meaning or construction of any provision of this Agreement. Whenever the context of this Agreement shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter, and vice versa. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor or assignee), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies. This Agreement and the instruments delivered in connection herewith may be signed in one or more counterparts, each of which

Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies. This Agreement and the instruments delivered in connection herewith may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one valid and binding instrument.

F. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if hand delivered, sent (with written receipt required) by a nationally recognized overnight carrier, or sent by registered or certified U.S. Mail, return receipt requested, to Client or Bales Security at their respective addresses set forth above.

G. This Agreement and duly executed amendments that may be executed after the date of this Agreement constitute the entire understanding between the parties with respect to the subject matter of this Agreement and supersede any prior discussions, representations, or agreements relating to the subject matter of this Agreement, whether such representations or agreements were oral, written, express, or implied. This Agreement may not be modified orally or otherwise than by written instrument executed on behalf of each party by a duly authorized representative of such party. Bales Security and Client are at times referred to individually as a "party" and collectively as the "parties" for convenience.

and collectively as the "parties" for convenience.

H. This Agreement shall not be construed more strictly against Bales Security simply because it was the party substantially responsible for its preparation. Client acknowledges and agrees that he or she has read and fully understands all of the provisions of this Agreement and has been provided with adequate opportunity to review this Agreement with his or her own legal counsel.

End of General Terms and Conditions for Security Guard Services Agreement

FIRST AMENDMENT TO CONTRACT

This FIRST AMENDMENT TO CONTRACT ("Amendment") is dated as of the <u>13th</u> day of October, 2022, by and between the Covington Park Community Development District (the "District") and A Bales Security Agency, Inc. (the "Contractor"). (District and Contractor being collectively referred to herein as the "Parties").

WHEREAS, the Parties entered into a Contract for Security Services ("Contract") effective as of September 1, 2020; and

WHEREAS, the Contract was for a term of one (1) year with an option to renew the Contract for two (2) additional one (1)-year terms; and

WHEREAS, on August 30, 2021, the Parties agreed to extend the term of the Contract for the first additional one (1)-year period and update the terms of the Contract regarding public records, E-Verify requirements, and noticing; and

WHEREAS, the Parties now wish to extend the term of the Contract for the third additional one (1)-year period; and

WHEREAS, Exhibit A to the Contract set forth the Scope of Services and the fees for the Contractor to provide said services to the District; and

WHEREAS, pursuant to the Contractor's proposal attached hereto as Exhibit A, the Contractor has proposed an increase in the fees for providing the Scope of Services to the District during the third one-year renewal period; and

WHEREAS, the Parties wish to enter into this Amendment to memorialize the Parties' understanding regarding the renewal, the proposed increase in fees, and to clarify other provisions of the Contract.

NOW THEREFORE, the Parties hereby agree as follows:

- 1. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Amendment.
- 2. Exhibit A to the Contract shall be replaced in its entirety with Exhibit A attached hereto.
- 3. Effective November 13, 2023, the District shall pay Contractor for performance of the Scope of Services under the Contract, as amended, a fee of twenty and 00/100 dollars (\$20.00) per hour (per officer), in accordance with the proposal attached hereto as Exhibit A. Section 3 of the Contract shall be amended accordingly to reflect this amended hourly rate. The District's payment of Contractor's invoices shall be in accordance with Section 3 of the Contract. Further, Section II.C. of Exhibit A shall be amended to provide that Contractor may only suspend, not

terminate, the performance of services to the District in the event of non-payment by the District.

- 4. The term of the Contract is hereby extended until November 12, 2024, unless terminated earlier as provided for under the terms of the Contract.
- 5. Subsection I.B. of Exhibit A is hereby clarified to provide that the District may require the Contractor to perform general security guard services in the District's pool/water/pond areas; however, the Parties acknowledge that the Scope of Services provided by Contractor does not include any "lifesaving responsibilities" in the District's pool/water/pond areas.
- 6. The Parties hereby acknowledge that the public records provision set forth in Section 13 of the Contract, as modified pursuant to the August 30, 2021, Addendum, shall take precedence over Subsection I.D. of Exhibit A. Contractor shall not destroy original public records of the District unless authorized pursuant to applicable Florida law.
 - 7. Any indemnification provided by the District under the terms of the Contract, as amended, shall be only to the extent permissible under applicable Florida law and shall not be construed as a waiver of the District's sovereign immunity.
- 8. To the extent there is any conflict between the terms and conditions of this Amendment and the Contract, the terms and conditions specified in this Amendment shall control. In addition, to the extent there is any conflict between the terms and conditions of Exhibit A and the Contract, as amended, the terms and conditions specified in the Contract, as amended, shall control.
 - 9. All other terms and conditions of the Contract, except those that may have been modified by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Contract to be executed by their respective duly authorized officers as of the date first above written.

CONTRACTOR:

Date: _____

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT	A BALES SECURITY AGENCY, INC
Ву:	By:

DISTRICT:

EXHIBIT A



Tab 10

We have prepared a quote for you



Gate Access Addition V4

Quote # Q004555 Version 1

Prepared for:

Rizzetta & Company:Covington Park

P: 813-948-0202 E: amanda.lebbing@mhdit.com W: www.MHDcommunications.com



P: 813-948-0202 E: amanda.lebbing@mhdit.com W: www.MHDcommunications.com

Wednesday, November 08, 2023

Rizzetta & Company:Covington Park Matthew Reed 6806 Covington Garden Drive Apollo Beach, FL 33572 clubhouse@covingtonparkcdd.org

Dear Matthew,

We appreciate the opportunity to provide you with a solution! Unparalleled quality and customer service is the foundation of our business and the focus of our teams.

MHD Communications takes pride in our solution-oriented business by offering a total technology solution for your business. Our offerings extend to IT Managed Services, Network Security, Audio Visual, Access Control, Surveillance, Security, Phone Systems, Low Voltage Cabling and Fiber Services. Should you ever need a solution in one of these areas, please do not hesitate to reach out. We at MHD Communications want to make your business just that much more successful and we are looking forward to assisting you in doing so very soon!

Thank you for taking the time to review my proposal. It has been my pleasure to provide you with a solution for your technology needs. If I can answer any additional questions or provide you with more details please give me a call.

Best Regards,

Amanda Lebbing Account Manager MHD Communications

Quote #Q004555 v1 Nov 8, 2023 Page: 2 of 7



ABOUT MHD COMMUNICATIONS

Established in 2003, MHD Communications specializes in providing high-quality total technology solutions for small and medium sized businesses. Our commitment to excellence and providing impeccable customer service is what sets apart from our competitors and our exponential growth over the last few decades has secured us as one of Tampa Bay's premier technology providers, keeping pace with the rapid changes in the technology world. Our highly trained local staff provides around-the-clock top-notch service that you can depend upon for years to come. Fully licensed, bonded and insured, MHD Communications exists to provide the highly responsive technology support system to clients who require a superior level of quality and reliability.





















P: 813-948-0202 E: amanda.lebbing@mhdit.com W: www.MHDcommunications.com

HARDWARE

Product Details		Q	ty
Kantech 4dr Controller		;	2
Altronix Close Circuit TV Camera AC Power Supply - 115 V AC Input - 24 V AC, 28 V AC Output			1
Altronix Proprietary Power Supply - Wall Mount - 110 V AC Input - 12 V DC Output	17		1
12v 7ah Backup Battery		:	2
Electric Strike, Slim-Line, 1-3/4" Width x 1/2" Depth x 9" Height, Satin Stainless Steel, Latchbolt Strike Monitor		:	2
Rosslare Proximity Readers Series – 125 kHz		:	2
18/4 Stranded, Unshielded - Gray - 1000ft		:	1
22/6 Stranded, Shielded - Gray - 500ft			2
Connectors, Mounting Hardware, Conduit etc.			1
Corporate Software			1
	Subt	otal: \$	9,817.78

Quote #Q004555 v1 Nov 8, 2023 Page: 4 of 7



P: 813-948-0202 E: amanda.lebbing@mhdit.com W: www.MHDcommunications.com

SCOPE OF WORK

Add access control to (2) pool gates

- (1) on new pool, (1) on parking lot gate

Run conduit from clubhouse to each gate location

Each gate to receive the following:

- (1) Electric rim strike, (1) card reader
- Wire with 18/4 and 22/6

Install access controllers in existing IT room

- Mount power supplies, add panels to network

Remove existing Rosslare panel and migrate doors over to Kantech system

- Reuse existing card readers and fobs

Program system for operation

Customer has existing credentials already that will be utilized from existing system

Customer responsible for adding tenants to gate system and migration of existing credentials to new software

MHD to provide customer with up to (4) hours of system training

Customer will have (2) spare slots for gate expansion



PAYMENT OPTIONS

CASH CONTRACT

Deposit: Due within five business days of signed proposal. Parts will not be ordered and project will not be scheduled until deposit is received in full.

Parts: 80% Labor: 50%

Remaining Balance: Due within five business days of completion.

Progress Billing: For projects that last more than 30 days, MHD Communications reserves the right to send a monthly progress bill for labor that has been completed.

MHD Communications accepts cash, check and all major credit cards. A link to pay with a credit card will be provided with the invoice for the deposit.

FINANCE CONTRACT

MHD Communications offers 36 month, 48 moth and 60 month options for financing.

If you are interested in financing your project, please request financing options from your sales engineer.

ACCEPTANCE OF CONTRACT

The undersigned hereby agrees to purchase the above equipment in accordance with the terms and conditions stated on this agreement. Until accepted and signed by an officer of seller at its principal office, this agreement shall not become effective and shall not constitute a binding contract. Pricing included on this proposal is valid for fifteen days from initial presentation.



E: amanda.lebbing@mhdit.com P: 813-948-0202 W: www.MHDcommunications.com

Gate Access Addition V4



Prepared by: **MHD Communications** Amanda Lebbing 813-948-0202 ext 8827 Fax 813-699-5001 amanda.lebbing@mhdit.com Prepared for:

Rizzetta & Company:Covington Park 6806 Covington Garden Drive Apollo Beach, FL 33572 Matthew Reed (813) 599-0596 clubhouse@covingtonparkcdd.org

Version: 1

Delivery Date: 11/08/2023 Expiration Date: 12/05/2023

Quote Information:

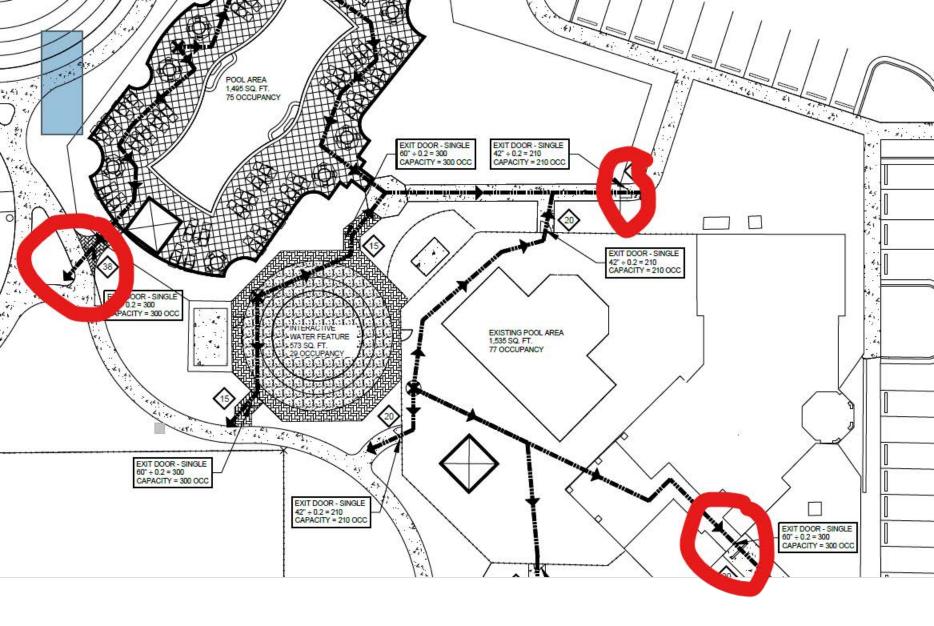
Quote #: Q004555

Quote Summary

Description	Amount
HARDWARE	\$9,817.78
SERVICES	\$9,240.00
Subtotal:	\$19,057.78
Estimated Tax:	\$1,429.33
Total:	\$20,487.11

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Rizzetta & Company:Covington Park MHD Communications Signature: Signature: Matthew Reed Amanda Lebbing Name: Name: Title: Account Manager Date: Date: 11/08/2023



Tab 11



(877) 371-9473 ext 5091 dmiartus@redwire.com www.redwire.com

Daniela Miartus
Security Consultant

Covington Park

Covington Park Project: 24049-1-0

Prepared for Matthew Reed Covington Park

Covington Park - Clubhouse 6806 Covington Garden Dr Apollo Beach, FL 33572

(813) 599-0596 Clubhouse@covingtonparkcdd.org Proposal Issued 11.14.2023 Proposal Valid To 2.12.2024



Pro

Project Description and Investment

Available Options

Came	era Addition for new construction	\$29,135.25
QTY	Description	
1	VISIX IP Camera 5MP In/Outdoor Mini Dome 2.8mm IR	
7	Wall Mount for VX5M28MDIAW/ VX5M4MDIAW Mini Dome	
1	VISIX IP Camera 5MP In/Outdoor Mini Dome 2.8mm IR	
2	VISIX IP Camera 5MP In/Outdoor Mini Dome 2.8mm IR	
2	VISIX IP Camera 5MP In/Outdoor Mini Dome 2.8mm IR	
2	16 Port Gigabit Unmanaged POE+ Switch	
1	VISIX IP Camera 5MP In/Outdoor Mini Dome 2.8mm IR	
3	192 Panoramic Camera 15MP IR WDR	
3	Wall Mount for Select XNV, PNM & QND Cameras	
3	Hanging Mount Cap for Select PNM Cameras, White	
3	Paging Horn Speaker	
1	Camect All Pro	
Suppl	lies & Materials for: Camera Addition for new construction	
QTY	Description	
1.00	Wire	Andrew State Commission and Commission of the Commission of State Commission of Angelogy and Angelogy (Commission State Commission State Commi

Professional Services: Monthly

Description	Ext. Price
Quality Assurance Program for Commercial Video Surveillance	\$70.00
Camera	
Camera Active Video Monitoring	\$750.00
Quality Assurance Program for Commercial Video	\$45.00
Surveillance Camera	
Services Include:	
Equipment Maintenance (Parts and Labor)	
2 Hour Emergency* Service	
6 Month Money Back Guarantee	
Unlimited Training and Technical Support	
Free Software Upgrades*	

Financial Summary			
		Total Proposal Amount:	\$29,135.2
		Monthly Professional Services:	\$865.0
		Deposit Due in Advance:	\$14,567.6
		Balance Due Upon Completion:	\$14,567.6
Client Authorization	 Date		
All other terms & conditions of existin	g contracts between the parties ref	erenced herein apply.	
Received By	Date		

Tab 12

DUTIES OF COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT'S ADMINISTRATIVE AGENT UNDER CONSTRUCTION SERVICES AGREEMENT WITH ERICKSON & LINDSTROM CONSTRUCITON CO.

- Member of Project Team (Section II.J.)
- Approve Project Schedule (Section II.I.)
- Approve costs for security systems for Project (if any) (Section III.B.7.)
- Provide written instruction to Contractor to perform additional services (Section IV)
 - Review and approve Contractor's revised fee quotation proposal for additional services
- Approve Contractor's invoices (Section V)
 - o Has full access to Contractor's records, books, etc. (Section V.F.)
- Accept "Final Completion" of the Project prior to final payment (Section V.H.)
- Review Performance and Payment Bonds (Section VIII)
- Should be notified by Contractor three days prior to any meeting between Contractor and any regulatory agency (Section IX.H)
- Direct Contractor to regrade, sod or seed any grassed areas damaged by Contractor (Section X.B)
- Receive recommendations from Contractor regarding drawings and specifications to facilitate construction of the Project (Section XI.A.)
- Evaluate design alternatives and receive notification from Contractor of any known or
 perceived defects in Contract Documents as soon as practicable, and any design errors or
 omissions. (Section XI.B.)
- Receive timely notification from Contractor of any materially different physical conditions of project site from what is indicated in Contract Documents or any unknown/unanticipated physical conditions. (Section XI.C.)
- Approve Contractor working outside of regular hours (Section X'.B.)
- Right to inspect and examine Contractor's work (Section XI'.A.)
- Receive written warranties from Contractor/subcontractors and conduct warranty inspection nine months after final completion. (Section XII.B.)
- Approve changes to Contractor's key personnel. (Section XIV.A.)
- Issue Notice to Proceed (Section XIV.B.)
- Receive monthly written progress reports concerning status of Project including updated Project Schedule and approve updates to schedule (Section XIV.D.)
- Do all tasks to properly administer the terms and conditions of the Agreement. (Section XV)
 - o Provide instructions, receipt of information, interpretation and definition of District policies and decisions with respect to design, construction, materials, and other matters pertinent to the Work and the Project to the Contractor.
 - o Provide review and written confirmation of all documents and payment requests.

- Confer with District regarding District's right to refuse to make payment to Contractor (Section XVI.E.)
- Inspect Project for Substantial Completion and Final Completion. (Section XVII).

Tab 13



Quarterly Compliance Audit Report

Covington Park

Date: October 2023 - 3rd Quarter **Prepared for:** Scott Brizendine

Developer: Rizzetta **Insurance agency:**



Preparer:

Jason Morgan - Campus Suite Compliance ADA Website Accessibility and Florida F.S. 189.069 Requirements



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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in <u>Florida Statute Chapter</u> 189.069.



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – WCAG 2.1, which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. <u>189.069</u>, every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the <u>WCAG 2.1</u> levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* NOTE: Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. PDF remediation and ongoing auditing is critical to maintaining compliance.



Accessibility Grading Criteria

Passed	Description
Passed	Website errors* O WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

^{*}Errors represent less than 5% of the page count are considered passing

^{**}Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements Result: PASSED

Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.

of population has a disability.



Sight, hearing, physical, cognitive.

The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: http://webaim.org/resources/contrastchecker



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This 'friendlier' language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: http://webaim.org/techniques/alttext



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A "skip navigation" option is also required. Consider using WAI-ARIA for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: http://webaim.org/techniques/skipnav

Q

Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no 'click here' please) are just some ways to help everyone find what they're searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: http://webaim.org/techniques/sitetools/



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: http://webaim.org/techniques/tables/data



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: http://webaim.org/techniques/acrobat/acrobat



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: http://webaim.org/techniques/captions



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: http://webaim.org/techniques/forms



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (eg., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

Tab 14

Iessica C. Monahan

7016 Monarch Park Dr Apollo Beach, FL 33572 (727) 643-5301 *cell phone* jcmonahan2010@gmail.com

November 16, 2023

To Whom It May Concern:

I am running to fill the vacant seat on the Covington Park Community Development District Board of Supervisors.

My husband and I recently relocated back to the Tampa Bay area after having left Florida in 2007 for a job opportunity. We are both products of the Tampa Bay area. I have degrees from the University of South Florida in both accounting and mathematics and a Masters' Degree in Curriculum & Instruction from Edinboro University of Pennsylvania. I have taught high school math for 24 years.

Prior to moving back to Florida, I served 7 years as the President of the Fronterra Village Metro District No. 2 (CDD) and 7 years as the Vice-President of the Fronterra Village HOA, in Commerce City Colorado. Additionally, I spent 2 years serving on the local water taxation district developing a multiple year water softening project.

I believe that my years of experience makes me exceptionally qualified to help the current CDD manage the finances and projects that are currently in progress and expedite the completion of the clubhouse capital improvement project.

Thank you for your consideration.

Monahan

Jessica Monahan