



Rizzetta & Company

Channing Park Community Development District

Board of Supervisors' Regular Meeting October 20, 2022

District Office · Riverview, Florida · (813) 533-2950

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.channingparkcdd.org

CHANNING PARK COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 2700 S Falkenburg Rd Suite 2745, Riverview, FL 33578
www.channingparkcdd.org

Board of Supervisors
Channing Park Community
Development District

October 13th, 2022

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Channing Park Community Development District will be held on **Thursday, October 20th, 2022, at 4:00 p.m.** to be held at the Channing Park Recreation Center Located at 17358 Chelsea Downs Circle, Lithia, FL 33547. If you need assistance participating in the meeting, please contact the District Manager's Office at 813-533-2950. The following is the final agenda for this meeting:

BOARD OF SUPERVISORS MEETING:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on August 18th, 2022 Tab 1
 - B. Consideration of Operations & Maintenance Expenditures for August & September 2022 Tab 2
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 5. BUSINESS ITEMS**
 - A. Discussion Regarding Stormwater Flooding
 - B. Ratification of Egis Proposal Tab 3
 - C. Consideration of District & POA Maintenance Agreement Tab 4
 - D. Consideration of Skimmer Repair Proposals Tab 5
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

Sincerely,
Jerry Whited
Jerry Whited
District Manager

Tab 1

MINUTES OF MEETING

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

**CHANNING PARK
COMMUNITY DEVELOPMENT DISTRICT**

The Special meeting of the Board of Supervisors of the Channing Park Community Development District was held on **Thursday August 18th, 2022 at 4:02 p.m.** at the Channing Park Recreation Center, located at 17358 Chelsea Downs Circle, Lithia, Florida 33547.

Present was:

Michael Basso
Steven Kelly
Gary Randolph

Chairman
Vice Chairman
Assistant Secretary

Also present were:

Jerry Whited
Lauren Gentry
Kyle Clawson

District Manager, Rizzetta & Company, Inc.
District Counsel, KE Law
District Engineer, Atwell Group

No Audience

FIRST ORDER OF BUSINESS**Call to Order**

Mr. Whited called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS**Audience Comments**

There was no audience in attendance.

THIRD ORDER OF BUSINESS**Consideration of the Minutes of the
Board of Supervisors' Regular
Meeting held on April 21, 2022**

On a motion by Mr. Basso, seconded by Mr. Kelly, the Board unanimously approved the Minutes of the Board of Supervisors' Meeting held on April 21st, 2022.

FOURTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Special Meeting held on July 28th, 2022

On a motion by Mr. Basso, seconded by Mr. Randolph, the Board unanimously approved the Minutes of the Board of Supervisors' Meeting held July 28th, 2022.

FIFTH ORDER OF BUSINESS

Consideration of Operations & Maintenance Expenditures for April, May, June & July 2022

On a motion by Mr. Randolph, seconded by Mr. Basso, the Board unanimously approved the Operations & Maintenance Expenditures of the District for April (\$,801.53), May (\$13,932.00), June (\$9,033.13) & July (\$5,572.63) 2022.

SIXTH ORDER OF BUSINESS

Presentation of Stormwater Needs Analysis Report

There was a discussion about the Stormwater needs report and process for completion. The Board directed staff to setup a new reserve item for Stormwater savings.

On a motion by Mr. Basso, seconded by Mr. Kelly, the Board unanimously approved to add a Stormwater System Reserve Savings Item to the Budget.

SEVENTH ORDER OF BUSINESS

Consideration of POA Maintenance Agreement

The Board discussed the CDD & POA Maintenance Agreement. The Board directed that Mr. Kelly & district staff was to be empowered to negotiate the follow through of the POA agreement finalization.

On a motion by Mr. Kelly, seconded by Mr. Randolph, the Board unanimously approved the CDD & POA Maintenance agreement in substantial form and to empower Mr. Kelly and staff to negotiate the finalization of the joint maintenance agreement with the POA.

EIGHTH ORDER OF BUSINESS

Public Hearing on Fiscal Year 2022/2023 Budget & Imposing Assessments

On a motion by Mr. Basso, seconded by Mr. Kelly, the Board unanimously approved to open the Public Hearing on the Fiscal Year 2022-2023 Budget & Imposing Assessments.

There was no audience in attendance for the meeting.

On a motion by Mr. Randolph, seconded by Mr. Kelly, the Board unanimously approved to close the Public Hearing on the Fiscal Year 2022-2023 Budget & Imposing Assessments.

NINTH ORDER OF BUSINESS

Resolution 2022-02, Approving the Fiscal Year 2022-2023 Budget

On a motion by Mr. Basso, seconded by Mr. Randolph, the Board unanimously approved to Resolution 2022-02, Approving the Fiscal Year 2022-2023 Budget.

TENTH ORDER OF BUSINESS

Resolution 2022-03, Imposing Special Assessments

On a motion by Mr. Basso, seconded by Mr. Randolph, the Board unanimously approved to Resolution 2022-03, Imposing Special Assessments.

ELEVENTH ORDER OF BUSINESS

Resolution 2022-04, Setting Fiscal Year 2022-2023 Regular Meeting Schedule

On a motion by Mr. Kelly, seconded by Mr. Basso, the Board unanimously approved to Resolution 2022-04, Setting the Fiscal Year 2022-2023 Regular Meeting schedule as proposed.

TWELTH ORDER OF BUSINESS

Consideration of Arbitrage Engagement Letter from LLS Tax Solutions

On a motion by Mr. Randolph, seconded by Mr. Kelly, the Board unanimously approved the LLS Tax Solutions Engagement Letter for Arbitrage Services.

THIRTEENTH ORDER OF BUSINESS

Supervisor Request/ Audience Comments

No additional supervisor request action items.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Randolph, seconded by Mr. Kelly the Board unanimously approved to adjourn the meeting at 5:10 p.m. for the Channing Park Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab ☐

CHANNING PARK COMMUNITY DEVELOPMENT DISTRICT

District Office · Riverview, Florida · (813) 533-2950

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.channingparkcdd.org

Operation and Maintenance Expenditures August 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2022 through August 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$7,291.00**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Channing Park Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Atwell, LLC	100008	0280728	Engineering Services 07/22	\$ 537.00
Gary Randolph Sr.	100000	GR072822	Board of Supervisor Meeting 07/28/2022	\$ 200.00
Gary Randolph Sr.	100005	GR081822	Board of Supervisor Meeting 08/18/22	\$ 200.00
Jeremy Linney	100001	JL072822	Board of Supervisor Meeting 07/28/222	\$ 200.00
Joseph Michael Basso	100002	MB072822	Board of Supervisor Meeting 07/28/222	\$ 200.00
Joseph Michael Basso	100006	MB081822	Board of Supervisor Meeting 08/18/22	\$ 200.00
KE Law Group, LLC	100009	3557	General/ Monthly Legal Services 07/22	\$ 1,921.00
Rizzetta & Company, Inc.	100003	INV0000070184	District Management Fees 08/22	\$ 2,700.00
Steven M. Kelly	100004	SK072822	Board of Supervisor Meeting 07/28/22	\$ 200.00
Steven M. Kelly	100007	SK081822	Board of Supervisor Meeting 08/18/22	\$ 200.00
Times Publishing Company	100010	0000230526 08/10/22	Legal Advertising Account #107073 08/10/22	\$ 733.00
Report Total				<u>\$ 7,291.00</u>

**INVOICE**

Channing Park Community Development District
3434 Colwell Ave Suite 200
Tampa, FL 33614

August 10, 2022

Project No: 21050211-007-00

Invoice No: 0280728

Project 21050211-007-00 Channing Park CDD - CDD Coordination and Public Facilities Report
Subject Line: Channing Park CDD
Email: cddinvoice@rizzetta.com

Professional Services Rendered from July 1, 2022 to July 31, 2022

Task 001:00 CDD Coordination

Professional Personnel

	Hours	Rate	Amount
Project Manager I			
Clawson, Kyle	2.00	189.00	378.00
Project Coordinator I			
Mahmud, Ayon	1.00	159.00	159.00
Total	3.00		537.00
Total Labor			537.00
		Total this Task	\$537.00
		Total this Invoice	\$537.00

RECEIVED
08/18/2022

Preferred Method of Payment:

Bank Name PNC BANK
Bank ID 041000124
Account No. 4247657555
Swift Code PNCCUS33

Remittance Advice Address

AtwellAR@atwell-group.com

Check Payment to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
248-447-2000

Channing Park CDD
Meeting Date: 7/28/22

SUPERVISOR PAY REQUEST

Name of Board Supervisor	Check if present	Check if paid
Michael Basso	YES	X
Steven Kelly	YES	X
Toby Johnson	YES	X
Jeremy Linney	YES	X
Gary Randolph	YES	X

(*) Does not get paid

NOTE: Supervisors are only paid if checked present.

EXTENDED MEETING TIMECARD

Meeting Start Time:	4:00
Meeting End Time:	5:40
Total Meeting Time:	1:40

Time Over (3) Hours:	0
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Total at \$175 per Hour:	\$0.00
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ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.585
Mileage to Charge	\$0.00

DM Signature: Jerry Whited 07-29-2022

RECEIVED
07/29/2022

Channing Park CDD

Meeting Date: 8/18/22


SUPERVISOR PAY REQUEST

Name of Board Supervisor	Check if present	Check if paid
Michael Basso	✓	X Yes
Steven Kelly	✓	X Yes
Toby Johnson	No	No
Jeremy Linney	No	X No
Gary Randolph	✓	X Yes

(*) Does not get paid

NOTE: Supervisors are only paid if checked present.**EXTENDED MEETING TIMECARD****RECEIVED**
08/22/2022

Meeting Start Time:	4:02 pm
Meeting End Time:	5:10 pm
Total Meeting Time:	1:08

Time Over <u>3</u> (3) Hours:	
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Total at \$175 per Hour:	\$0.00
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ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.585
Mileage to Charge	\$0.00

DM Signature: 



INVOICE

Invoice # 3557
Date: 08/08/2022
Due On: 09/07/2022

KE Law Group, PLLC

P.O. Box 6386
Tallahassee, Florida 32314

Channing Park CDD
5844 Old Pasco Road Suite 100
Wesley Chapel, Florida 33544

CPACDD-01

Channing Park CDD - General Co

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	MG	07/05/2022	Research unopposed candidates and vacancies	0.20	\$170.00	\$34.00
Service	LG	07/06/2022	Email Chair regarding POA records issues.	0.50	\$185.00	\$92.50
Service	LG	07/12/2022	Call with POA counsel regarding maintenance agreement; update district manager and chair regarding same.	1.10	\$185.00	\$203.50
Service	LG	07/13/2022	Respond to chair regarding maintenance agreement; respond to POA counsel regarding maintenance agreement and budget questions; review status of seats open for election; prepare resolution declaring vacancy.	1.40	\$185.00	\$259.00
Service	LG	07/15/2022	Review draft agenda and send revisions; prepare resolutions resetting budget hearing and declaring assessments.	0.70	\$185.00	\$129.50
Service	LG	07/25/2022	Prepare draft response to POA letter; conference call with chair and district manager regarding maintenance agreement.	1.30	\$185.00	\$240.50
Service	LG	07/27/2022	Prepare memo to Board regarding decisions at special meeting.	1.00	\$185.00	\$185.00
Service	LG	07/28/2022	Prepare materials for meeting; Travel to and attend Board meeting.	4.20	\$185.00	\$777.00

Total **\$1,111.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
3557	09/07/2022	\$1,921.00	\$0.00	\$1,921.00
Outstanding Balance				\$1,921.00
Total Amount Outstanding				\$1,921.00

RECEIVED
08/16/2022

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
8/1/2022	INV0000070184

Bill To:

CHANNING PARK CDD
3434 Colwell Avenue, Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
August	Upon Receipt	00620

Description	Qty	Rate	Amount
Accounting Services	1.00	\$925.00	\$925.00
Administrative Services	1.00	\$250.00	\$250.00
Financial & Revenue Collections	1.00	\$250.00	\$250.00
Management Services	1.00	\$1,175.00	\$1,175.00
Website Compliance & Management	1.00	\$100.00	\$100.00
Received 07/28/2022			
Subtotal			\$2,700.00
Total			\$2,700.00

Tampa Bay Times

tampabay.com

Times Publishing Company

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

Fed Tax ID 59-0482470

ADVERTISING INVOICE

RECEIVED
AUG 15 2022

Advertising Run Dates		Advertiser Name	
08/03/22 - 08/10/22		CHANNING PARK CDD	
Billing Date	Sales Rep	Customer Account	
08/10/2022	Jill Harrison	107073	
Total Amount Due		Ad Number	
\$733.00		0000230526	

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
08/03/22	08/10/22	0000230526	Times	Legals CLS	NOTICE OF PUBLIC HEARING	2	2x43 L	\$731.00
08/03/22	08/10/22	0000230526	Tampabay.com	Legals CLS	NOTICE OF PUBLIC HEARING	2	2x43 L	\$0.00
					AffidavitMaterial			\$2.00

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Tampa Bay Times

tampabay.com

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business.

Advertising Run Dates		Advertiser Name	
08/03/22 - 08/10/22		CHANNING PARK CDD	
Billing Date	Sales Rep	Customer Account	
08/10/2022	Jill Harrison	107073	
Total Amount Due		Ad Number	
\$733.00		0000230526	

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYABLE TO:

TIMES PUBLISHING COMPANY

REMIT TO:

CHANNING PARK CDD
ATTN: RIZZETTA & CO. -AP
3434 COLWELL AVE #200
TAMPA, FL 33614

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Hillsborough

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: NOTICE OF PUBLIC HEARING** was published in said newspaper by print in the issues of: 8/3/22, 8/10/22 or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hillsborough** County, Florida and that the said newspaper has heretofore been continuously published in said **Hillsborough** County, Florida each day and has been entered as a second class mail matter at the post office in said **Hillsborough** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed before me this 08/10/2022

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

CHANNING PARK COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Channing Park Community Development District ("District") will hold a public hearing on August 18, 2022 at 4:00 p.m. at the Channing Park Recreation Center, 17358 Chelsea Downs Circle, Lithia, Florida 33547, for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, 9428 Camden Field Parkway, Riverview, FL 33569, (813) 533-2950 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

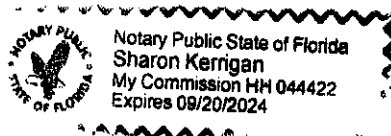
Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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 such appeal is to be based.

District Manager
Jerry Whited

Run Date(s): 8/3, 8/10/2022.

(230526)



CHANNING PARK COMMUNITY DEVELOPMENT DISTRICT

District Office · Riverview, Florida · (813) 533-2950
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.channingparkcdd.org

Operation and Maintenance Expenditures September 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2022 through September 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$12,044.75**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Channing Park Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Atwell, LLC	100015	0283502	Engineering Services 08/22	\$ 2,797.75
Egis Insurance Advisors, LLC	100013	16424	Renewal Policy 100121222 10/01/22-10/01/23	\$ 5,344.00
KE Law Group, LLC	100014	3899	General/ Monthly Legal Services 08/22	\$ 703.00
LLS Tax Solutions, Inc.	100012	002766	Arbitrage Calculation for PE 04/29/22	\$ 500.00
Rizzetta & Company, Inc.	100011	INV0000070840	District Management Fees 09/22	<u>\$ 2,700.00</u>
Report Total				<u>\$ 12,044.75</u>

**INVOICE**

Channing Park Community Development District
3434 Colwell Ave Suite 200
Tampa, FL 33614

September 13, 2022

Project No: 21050211-007-00

Invoice No: 0283502

Project 21050211-007-00 Channing Park CDD - CDD Coordination and Public Facilities Report

Subject Line: Channing Park CDD

Email: cddinvoice@rizzetta.com

Professional Services Rendered from August 1, 2022 to August 31, 2022

Task 001:00 CDD Coordination

Professional Personnel

	Hours	Rate	Amount
Project Manager I			
Clawson, Kyle	8.75	189.00	1,653.75
Engineer/Designer II			
Castillo, Marlon	8.00	143.00	1,144.00
Total	16.75		2,797.75
Total Labor			2,797.75
		Total this Task	\$2,797.75
		Total this Invoice	\$2,797.75

RECEIVED
09/20/2022

Preferred Method of Payment:

Bank Name PNC BANK
Bank ID 041000124
Account No. 4247657555
Swift Code PNCCUS33

Remittance Advice Address

AtwellAR@atwell-group.com

Check Payment to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
248-447-2000



INVOICE

Customer	Channing Park Community Development District
Acct #	681
Date	08/24/2022
Customer Service	Kristina Rudez
Page	1 of 1

Channing Park Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Payment Information	
Invoice Summary	\$ 5,344.00
Payment Amount	
Payment for:	Invoice#16424
100122222	

Thank You

Please detach and return with payment



Customer: Channing Park Community Development District

Invoice	Effective	Transaction	Description	Amount
16424	10/01/2022	Renew policy	Policy #100122222 10/01/2022-10/01/2023 Florida Insurance Alliance Package - Renew policy Due Date: 8/24/2022	5,344.00

RECEIVED
08/26/2022

				Total
				\$ 5,344.00
FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349				

Thank You

Remit Payment To: Egis Insurance Advisors	(321)233-9939	Date
P.O. Box 748555	sclimer@egisadvisors.com	08/24/2022
Atlanta, GA 30374-8555		



PREMIUM SUMMARY

**Channing Park Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614**

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122222

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$2,672
Public Officials and Employment Practices Liability	\$2,672
Deadly Weapon Protection Coverage	Not Included
TOTAL PREMIUM DUE	\$5,344

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



INVOICE

Invoice # 3899
Date: 09/08/2022
Due On: 10/08/2022

KE Law Group, PLLC

P.O. Box 6386
Tallahassee, Florida 32314

Channing Park CDD
5844 Old Pasco Road Suite 100
Wesley Chapel, Florida 33544

CPACDD-01

Channing Park CDD - General Co

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	LG	08/10/2022	Prepare documents for Board meeting.	0.60	\$185.00	\$111.00
Service	LG	08/18/2022	Confer with district manager regarding meeting; review draft maintenance agreement; attend Board meeting.	1.90	\$185.00	\$351.50
Service	LG	08/22/2022	Research restrictions on public funds.	0.30	\$185.00	\$55.50
Service	LG	08/23/2022	Call with chairman regarding maintenance obligations; review maintenance map.	0.60	\$185.00	\$111.00
Service	LG	08/24/2022	Request extension of maintenance agreement termination.	0.20	\$185.00	\$37.00
Service	LG	08/26/2022	Request extension of maintenance agreement termination.	0.20	\$185.00	\$37.00

Total \$703.00

RECEIVED
09/12/2022

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
3899	10/08/2022	\$703.00	\$0.00	\$703.00

Outstanding Balance	\$703.00
Total Amount Outstanding	\$703.00

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.

LLS Tax Solutions Inc.
2172 W Nine Mile Rd., #352
Pensacola, FL 32534
850-754-0311
liscott@llstax.com



INVOICE

BILL TO

Channing Park
Community Development
District
c/o Rizzetta & Company,
Inc.
3434 Colwell Avenue,
Suite 200
Tampa, FL 33614

INVOICE # 002766

DATE 09/01/2022

DUE DATE 10/01/2022

TERMS Net 30

DESCRIPTION	AMOUNT
Total Billing for Arbitrage Services in connection with the \$1,620,000 Channing Park Community Development District Capital Improvement Revenue Refunding Bonds, Series 2018 – Rebatable Arbitrage Calculation for the period ended April 29, 2022.	500.00
<hr/>	
BALANCE DUE	\$500.00

RECEIVED
09/01/2022

Thank You For Your Business

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
9/1/2022	INV0000070840

Bill To:

CHANNING PARK CDD
3434 Colwell Avenue, Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
September	Upon Receipt	00620

Description	Qty	Rate	Amount
Accounting Services	1.00	\$925.00	\$925.00
Administrative Services	1.00	\$250.00	\$250.00
Financial & Revenue Collections	1.00	\$250.00	\$250.00
Management Services	1.00	\$1,175.00	\$1,175.00
Website Compliance & Management	1.00	\$100.00	\$100.00
<div>RECEIVED</div> <div>08/23/2022</div>			
Subtotal		\$2,700.00	
Total		\$2,700.00	

Tab 3



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Channing Park Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Channing Park Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122222

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	Not Included
Loss of Business Income	Not Included
Additional Expense	Not Included
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	Not Applicable	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	Not Applicable	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of Not Applicable per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	Not Applicable	Not Included
Flood	Not Applicable	Not Included
Boiler & Machinery		Not Included
TRIA		Not Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

Not Included

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
	A	Accounts Receivable	\$500,000 in any one occurrence
	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
	F	Duty to Defend	\$100,000 any one occurrence
	G	Errors and Omissions	\$250,000 in any one occurrence
	H	Expediting Expenses	\$250,000 in any one occurrence
	I	Fire Department Charges	\$50,000 in any one occurrence
	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
	L	Leasehold Interest	Included
	M	Air Conditioning Systems	Included
	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
	O	Personal property of Employees	\$500,000 in any one occurrence
	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
	Q	Professional Fees	\$50,000 in any one occurrence
	R	Recertification of Equipment	Included
	S	Service Interruption Coverage	\$500,000 in any one occurrence
	T	Transit	\$1,000,000 in any one occurrence
	U	Vehicles as Scheduled Property	Included
	V	Preservation of Property	\$250,000 in any one occurrence
	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
	Z	Ingress / Egress	45 Consecutive Days
	AA	Lock and Key Replacement	\$2,500 any one occurrence
	BB	Awnings, Gutters and Downspouts	Included
	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

Channing Park Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122222

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$2,672
Public Officials and Employment Practices Liability	\$2,672
Deadly Weapon Protection Coverage	Not Included
TOTAL PREMIUM DUE	\$5,344

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2022, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Channing Park Community Development District

(Name of Local Governmental Entity)

By: JM BASSO
JM BASSO (Sep 26, 2022 17:35 EDT)
Signature

JOSEPH BASSO

Print Name

Witness By: _____
Signature

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2022

By: _____
Administrator







Proposal.FIA.PKG.ChanningPark

Final Audit Report

2022-09-26

Created:	2022-09-26
By:	Jerry Whited (jwhited@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAncGk5pqDO35Hly48LbDRg2LNz_8i8wFi

"Proposal.FIA.PKG.ChanningPark" History

-  Document created by Jerry Whited (jwhited@rizzetta.com)
2022-09-26 - 2:29:21 PM GMT- IP address: 47.206.151.210
-  Document emailed to mike.basso22@gmail.com for signature
2022-09-26 - 2:30:19 PM GMT
-  Email viewed by mike.basso22@gmail.com
2022-09-26 - 2:30:25 PM GMT- IP address: 104.28.79.165
-  Signer mike.basso22@gmail.com entered name at signing as JM BASSO
2022-09-26 - 9:35:12 PM GMT- IP address: 47.197.139.38
-  Document e-signed by JM BASSO (mike.basso22@gmail.com)
Signature Date: 2022-09-26 - 9:35:13 PM GMT - Time Source: server- IP address: 47.197.139.38
-  Agreement completed.
2022-09-26 - 9:35:13 PM GMT



Adobe Acrobat Sign

Tab ☐

MAINTENANCE AGREEMENT

THIS IS AN AGREEMENT by and between the Channing Park Community Development District (hereinafter “CDD”) and the Channing Park Property Owners Association, Inc. (hereinafter “POA”) to provide maintenance services for the Channing Park Community located in Lithia, Florida.

RECITALS

WHEREAS: the CDD is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “Act”); and

WHEREAS, the CDD was established by ordinance of the Board of County Commissioners of Hillsborough County, Florida for the purpose of planning, financing, constructing, operating and/or maintaining infrastructure pursuant to the Act; and

WHEREAS, the CDD presently owns various systems, facilities and infrastructure including, but not limited to, open areas, storm water ponds, wetland treatment areas, stormwater conveyance systems, conservation areas, hardscape, decorative monuments/columns, landscape walls, landscape, irrigation, raised-walking path in the conservation easement, and other improvements authorized by the Act (together, “CDD Improvements”); and

WHEREAS, the CDD stormwater infrastructure was designed to accept and treat stormwater discharges from the “Allen Property” (known for marketing purposes as “The Enclave”), which is located outside of the boundaries of the CDD, and which property is described in the *Supplemental Declaration to the Declaration of Covenants, Conditions, Restrictions and Easements for Channing Park*, recorded at Book 23136, Pages 242 et seq, of the Official Records of Hillsborough County, Florida; and

WHEREAS, the POA is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the CDD serves; and

WHEREAS, the POA presently owns various systems, facilities and infrastructure within the community on POA property, including, but not limited to, open areas, stormwater ponds within the Allen Property, the Amenity Center, decorative monuments/columns, fencing, landscape walls, landscape, irrigation, and other improvements (together, “POA Improvements”); and

WHEREAS, the parties acknowledge that because the Allen Property is not within the CDD’s boundaries, the POA is solely responsible for stormwater system improvements within the Allen Property, with the exception of the stormwater conveyance systems (stormwater inlets / curb and gutter system) that are owned and operated by Hillsborough County; and

WHEREAS, certain ongoing maintenance and operation activities are necessary to maintain the CDD Improvements and the POA Improvements for the benefit of the community; and

WHEREAS, the residents within the community benefit from the CDD Improvements and POA Improvements, and may be required to pay for the cost of the maintenance and operation services, regardless whether such services are conducted by the POA or the CDD; and

WHEREAS, Section 6.5 of the Declaration of Covenants, Conditions, Restrictions and Easements for Channing Park, which is recorded as Instrument No. 2007466761, Book 18223, Pages 972-1034 in the Public Records of Hillsborough County, Florida, further provides that “The CDD may, at its option, contract for ... maintenance of property owned by, dedicated to, or controlled by the CDD, or allow the POA, as its agent, to perform maintenance whether at the POA’s or the CDD’s expense;” and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of full-time, on-site operation and maintenance personnel, the CDD and the POA have previously entered into agreements pursuant to which the POA agreed to provide the services as described therein; and

WHEREAS, more specifically, and on February 24, 2010, the parties previously entered into the *Revocable Easement Agreement by and Between Channing Park Community Development District and Channing Park Property Owners Association, Inc.*, which was recorded as Instrument #2010076137, Book 19751, Page 1075 in the Official Records of Hillsborough County, Florida, and which was amended by virtue of that *Amendment to Revocable Easement Agreement By and Between Channing Park Community Development District and Channing Park Property Owners Association, Inc.*, which was recorded as Instrument# 2011238218, Book 20619, Page 594 in the Official Records of Hillsborough County, Florida (together, the “Original Easement Agreement”); and

WHEREAS, thereafter, the parties entered into that certain Maintenance Agreement, dated August 11, 2015, (the “Original Maintenance Agreement”), which superseded the Original Easement Agreement and expanded the scope of services set forth therein; and

WHEREAS, the CDD and POA desire to clarify and expand the scope of services previously set forth in the Original Maintenance Agreement as set forth in **Exhibit A-Scope of Services** attached hereto (the “Services”), and identify which party is responsible for completing specific services across all lands within the community (including without limitation all lands within the CDD) (the “Property”) identified in **Exhibit B- General Property Description and Maintenance Map**; and

WHEREAS, the POA represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Services and desires to contract with the CDD to do so in accordance with the terms of this Agreement; and

WHEREAS, the CDD finds that compensating the POA for its performance of the Services serves a valid public purpose, and that the amount set forth herein does not exceed the

cost the CDD would incur to perform the Services relating to the CDD's public improvements itself.

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

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.
2. **GRANT OF EASEMENT; ORIGINAL EASEMENT AGREEMENT AND ORIGINAL MAINTENANCE AGREEMENT SUPERSEDED.** The CDD hereby grants to the POA a revocable, non-exclusive easement over, upon, under, through and across the Property for the sole purpose of providing the Services described in **Exhibit A-Scope of Services**. The POA will not install any permanent improvements on the Property without prior written permission of the CDD. The Original Easement Agreement and Original Maintenance Agreement are hereby superseded by this Agreement and no longer in force or effect.
3. **SCOPE OF SERVICES.**
 - A. **Services.** The POA shall be responsible for providing, or causing to be provided, the Services set forth in **Exhibit A** attached hereto in an efficient, lawful and satisfactory manner. All work shall be performed in a neat and professional manner reasonably acceptable to the CDD and shall be in accordance with industry standards.
 - B. **Inspection.** POA shall conduct regular inspections of all Property and report any irregularities to the CDD Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
 - C. **Repair and maintenance.** POA shall perform, or cause to be performed, such repair work or maintenance to the Property as may be required for the operation or physical protection of the Property. The POA shall promptly cause emergency repairs to be made when such repairs are necessary for the immediate preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any services. A representative from the POA shall immediately notify the CDD's designated representative, concerning the need for emergency repairs. Immediate notification is defined as within 24 hours of discovery either by phone or email.. Notwithstanding the foregoing, the CDD may at any time undertake emergency or other repairs of its property.
 - D. **Investigation and Report of Accidents/Claims.** POA shall promptly investigate and provide a full written report to the CDD Manager as to all accidents or claims for damage relating to the improvements or the Services. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. POA shall cooperate and make any and all reports required by any insurance company or the CDD in connection with any accident or claim. POA shall not file any claims with the CDD's insurance company without the prior consent of the CDD's Board of Supervisors.

- E. Care of the CDD Improvements.** POA shall use all due care to protect the property of the CDD, its residents and landowners from damage by POA or its officers, employees, contractors and affiliates. POA agrees to repair any damage resulting from the activities and work of the POA or its officers, employees, contractors and affiliates. The CDD is not responsible for the cost of repairs from damage resulting from the acts or omissions of the POA or its officers, employees, contractors and affiliates.
- F. Staffing and Billing.** POA shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Services.
- G. Designation of CDD Representative.** The CDD shall designate in writing a person to act as the CDD's representative with respect to the Services. The CDD hereby designates the CDD Manager to act as its representative.
- H. Reports.** The parties agree to meet with no less than one time per year to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement and the financial aspects of this agreement.

4. **TERM AND RENEWALS.**

- A. Initial Term:** The initial term for providing services under this Agreement shall begin on the date of the last signature to this Agreement and end on December 31, 2023 (the "Initial Service Term").
- B. Renewal(s):** Prior to the expiration of each term, and subject to the mutual agreement of the CDD and POA, this Agreement may be renewed by a document executed in writing by both parties. Unless otherwise agreed by the parties, each additional term shall begin on January 1st and end on December 31st (each, a "Renewal Term").
- C. Non-Renewal:** If the POA does not intend to renew the Agreement for a new term, the POA must notify the District in writing by the April 1 preceding the next renewal date to allow the CDD to budget for the additional expenses. For example, if the POA does not intend to renew the Agreement for the term beginning on January 1, 2024, it must notify the CDD by April 1, 2023. Otherwise, any termination or non-renewal by the POA received after April 1 shall be considered a termination pursuant to Section 15.C. of this Agreement.

5. **COMPENSATION.** For the Initial Service Term, the CDD shall pay the POA the sum of Twelve Thousand Dollars (\$12,000) for the provision of the Services described at **Exhibit A** hereto, pursuant to the terms of this Agreement.

- A.** The CDD shall remit the Initial Service Term payment to the POA in four quarterly payments in calendar year 2023, with Three Thousand Dollars (\$3,000) due January 1, April 1, July 1, and October 1. If such date is not on a business day, payment shall be remitted on the next succeeding business day.
- B.** The CDD shall pay the POA the sum of twelve thousand dollars (\$12,000) for each Renewal Term.
- C.** The CDD shall pay the POA future Renewal Term payments in four equal quarterly payments, with Three Thousand Dollars (\$3,000) due January 1, April 1, July 1, and October 1. If such date is not on a business day, payment shall be remitted on the next succeeding business day.

- D. The POA shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement, except as explicitly stated herein.
6. **INSURANCE.** The POA shall maintain or cause to be maintained by any vendor performing the Services described herein, at its own expense throughout the term of this Agreement, the following insurance:
- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - B. Commercial General Liability Insurance covering legal liability, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
 - C. Automobile Liability Insurance in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The CDD and its staff, consultants, agents and supervisors, shall be named as additional insureds on each of the above policies (except with respect to the Worker's Compensation Insurance policy). No certificate shall be acceptable to the CDD unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the CDD. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. If the POA fails to have secured and maintained the required insurance, the CDD has the right (without any obligation to do so, however) to secure such required insurance in which event, the POA shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the CDD's obtaining the required insurance.

In the event that the POA does not directly provide the insurance required by this section by obtaining a policy in the POA's name but instead causes another entity (the "Third Party Insurer") to provide such insurance through a policy issued to the Third Party Insurer that additionally affords the coverage required herein, the POA shall require by written agreement with the Third Party Insurer that the Third Party Insurer shall comply with the terms of this section; that the CDD shall have third-party rights to pursue all available legal remedies against the Third Party Insurer in the event the Third Party Insurer fails to provide such insurance without first complying with the notice provisions stated in this Agreement; and that the Third Party Insurer, as a contractor, shall indemnify, defend and hold harmless the CDD pursuant to Section 7. The POA shall provide proof of insurance upon request by the CDD.

8. **INDEMNIFICATION.** POA agrees to indemnify, defend and hold harmless the CDD and its 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 or harm of any nature, arising out of, or in connection with, the acts or omissions of the POA, or its officers, employees, and representatives, including litigation or any appellate

proceedings with respect thereto. POA agrees to require by written contract any contractor and subcontractors hired in connection with this Agreement to indemnify, defend and hold harmless the CDD and its 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 or harm of any nature, arising out of, or in connection with, the acts or omissions of such contractors and subcontractors, including litigation or any appellate proceedings with respect thereto. Obligations under this section shall include, but not be limited to, the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

- 9. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10. COMPLIANCE WITH GOVERNMENTAL REGULATION.

- A. The POA shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the performance of work under this Agreement including but not limited to any applicable permits or other regulatory approvals.
- B. The CDD shall be responsible for complying with all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances relating to their Property including but not limited to reporting requirements, permit conditions, or obtaining necessary regulatory approvals or exemptions.
- C. The POA shall be responsible for complying with all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances relating to their Property including but not limited to reporting requirements, permit conditions, or obtaining necessary regulatory approvals or exemptions.

- 11. LIENS AND CLAIMS.** The POA shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The POA shall keep the CDD's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the POA's performance under this Agreement, and the POA shall immediately discharge any such claim or lien.

- 12. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available

at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Nothing contained in this Agreement shall limit or impair the CDD's right to protect its rights from interference by a third party to this Agreement.

13. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

14. SUCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

15. TERMINATION.

- A. ***CDD termination for cause.*** The CDD shall have the right to terminate this Agreement upon sixty (60) days' notice at any time due to POA's failure to perform in accordance with the terms of this Agreement. In the event of such a termination, the POA shall be required to provide the CDD with sufficient funds to provide for the Services for a period of one hundred twenty (120) days. **If a third-party service contract is in place the transfer will not interfere with the term of the current service contract.**
- B. ***CDD termination without cause.*** The CDD shall have the right to terminate this Agreement upon sixty (60) days' written notice without a showing of cause. In the event of termination without cause, the POA shall have no further financial obligation to the CDD. If the POA has entered into a third-party service contract for performance of the Services, the POA shall promptly take such steps as may be necessary to terminate or transfer said contract to the CDD, and the CDD will reimburse the POA for any reasonable expenses related to such termination or transfer, including but not limited to early termination fees or, if early termination is not permitted, the cost of the Services related to CDD property for the remaining term of the contract.
- C. ***POA termination.*** The POA shall have the right to terminate this Agreement upon sixty (60) days' written notice without a showing of cause. In the event of termination by the POA, the POA shall be required to provide the CDD with sufficient funds to provide for the Services contemplated by this Agreement for a period of one hundred twenty (120) days. If the POA provides notice of non-renewal pursuant to Section 4.C. herein, no additional funds shall be required to be remitted to the CDD.

D. **Cooperation.** Regardless of which party terminates this Agreement and for what purpose, the POA and the CDD shall cooperate in effectuating a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Services hereunder including warranty documentation.

16. PERMITS AND LICENSES. All permits, reports, inspections, and licenses required by any governmental agency directly for the CDD shall be obtained and paid for by the CDD. All other permits or licenses necessary for the POA to perform the Services under this Agreement shall be obtained and paid for by the POA.

17. ASSIGNMENT. Neither party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

18. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the POA shall be acting as an independent contractor. Neither the POA nor employees of the POA, if there are any, are employees of the CDD under the meaning or application of any State or Federal laws or otherwise. The POA agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the POA, if there are any, in the performance of this Agreement. The POA shall not have any authority to assume or create any obligation, express or implied, on behalf of the CDD and the POA shall have no authority to represent the CDD as an agent, employee, or in any other capacity.

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

20. ENFORCEMENT OF AGREEMENT. In the event that either the CDD or the POA is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

21. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the CDD and POA relating to the subject matter of this Agreement.

22. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the CDD and the POA.

23. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the CDD and the POA, both the CDD and the POA have complied with all the requirements of law, and both the CDD and the POA have full power and authority to comply with the terms and provisions of this instrument.

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

If to the CDD: Channing Park Community Development District
c/o Rizetta & Company, Inc.
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

If to the POA: Channing Park Property Owners Association, Inc.
c/o Terra Management
14914 Winding Creek Ct.
Tampa, Florida 33613

With a copy to: [to be added by POA]

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

25. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the CDD and the POA, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the CDD and the POA any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall

inure to the sole benefit of and shall be binding upon the CDD and the POA and their respective representatives, successors and assigns.

- 26. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Hillsborough County, Florida.
- 27. PUBLIC RECORDS.** The POA understands and agrees that all documents of any kind provided to the CDD in connection with this Agreement or generated in connection with the Services may be public records and shall be treated as such in accordance with Florida law. As such, the parties shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein.
- 28. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- 29. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the CDD and the POA as an arm's length transaction. The CDD and the POA participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- 30. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

**CHANNING PARK COMMUNITY
DEVELOPMENT DISTRICT**

Witness:

Signature of Witness

Signature of Chairman, Board of Supervisors

Print Name

Print Name

Date

**CHANNING PARK PROPERTY
OWNERS ASSOCIATION, INC.**

Witness:

Signature of Witness

Signature of President

Print Name

Print Name

Date

EXHIBIT A: Scope of Services

EXHIBIT B: Property Description & Maintenance Maps

EXHIBIT A

SCOPE OF SERVICES

1. LANDSCAPE MAINTENANCE PROGRAM

The CDD desires that the POA, through its contractor(s), provide the following landscape maintenance services on all CDD-owned lands, and POA-owned lands, provided however that the provisions of this Section 1 shall not apply to the Wetland Conservation Area:

- **Litter Collection:** Prior to mowing or turf trimming, trash, litter, and debris shall be collected and disposed of properly.
- **Mowing:** Lawn mowers will be used with sufficient horsepower to leave a neat, clean and uncluttered appearance depending on growing season and conditions. It is anticipated that mowing services shall be provided at least bi-weekly (every other week) during the growing season, April through October, and at least every month during the non-growing season November through March, or more frequently if needed.
- **Turf Trimming:** Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by weed-eaters. When weed-eating, a continuous cutting height will be maintained to prevent scalping.
- **Edging:** Edging of all turf, edges of walks, and curbs shall be performed with every mowing event. A soft edge of all bed areas will be performed every other mowing. A power edger will be used for this purpose. A weed-eater may be used only in areas not accessible to power edger.
- **Pruning:** Shrubs and trees in the CDD and POA common and landscaped areas shall be pruned and shaped to ensure the following:
 1. Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and hinders pedestrian or motor traffic.
 2. Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
 3. Ground covers and vines maintain a neat, uniform appearance.
- **Tree Removal:** The POA will perform removal of dead, diseased or injured trees and palms, or branches thereof, as needed. All tree removal will be done in accordance with all state, county, and local ordinances. The POA will be responsible for any permits necessary for this work.
- **Weeding:** Weeds will be removed from all plant, tree and flower beds once a month during the non-growing season and twice a month during the growing

season. Manual (hand pulling) and chemical (herbicides) will be used as control methods.

- **Additional Services:** The following additional services shall be provided as needed by the POA:
 - Mulching of all planting beds with pine bark or shredded mulch.
 - Palm pruning
 - Planting annual flowers.
 - Irrigation repairs and maintenance, including upgrades, fixes and or removal of any irrigation.

2. AQUATIC MANAGEMENT PROGRAM

The CDD desires that the POA, through its contractor(s), provide lake/pond management services to the specifications further defined below, and in order to ensure compliance with the applicable regulatory permits, including Permit No. _____, which the POA agrees and acknowledges that it has received and reviewed:

- Contract Services
 - Aquatic Consulting
 - Algae & Aquatic Weed Control
 - Floating Vegetation Control
 - Littoral Shelf Maintenance (non-native vegetation to be killed and left in place)
 - Perimeter Grass & Weed Control
 - Submersed Vegetation Control
 - Management Reporting
 - Triploid Grass Carp stocking (at the request of the CDD, subject to the required approval of the Fish & Wildlife Conservation Commission)
 - Maintain display fountains and aeration systems
 - Trash removal from the water when noted during routine inspections and service

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3. WETLAND CONSERVATION AREA / TRAIL MAINTENANCE PROGRAM

- a) The CDD, through its contractor(s), shall perform routine maintenance for the existing wooden elevated walkway in the Wetland Conservation Area. Routine maintenance typically includes the removal of graffiti and fallen trees/branches, and/or the replacement or readjustment of boards. The repair and/or replacement of this structure shall be the responsibility of the CDD.

- b) The CDD shall, through its contractor(s), replace existing or install new trail markers, advisory signs, or bollards.
- c) The CDD shall, through its contractor(s), remove Category I and Category II from the invasive plant species from the Wetland Conservation Areas as identified by the Florida Invasive Species Council and as permitted by the _____ (the "Permit").
- d) The POA shall, through its contractor(s), provide routine maintenance of the existing trail system. Routine maintenance includes clearing the 4-foot-wide trail as needed for continued recreational use. Note: In accordance with best management practices for conservation areas, vegetation cleared from the trail may remain in the Wetland Conservation Area. All work shall be in accordance with the Permit, which the POA agrees and acknowledges that it has received and reviewed.

4. STORMWATER POND / STORMWATER CONVEYANCE SYSTEM MAINTENANCE PROGRAM

The CDD, through its contractor(s), shall provide all structural maintenance for the stormwater management systems owned by the CDD. The POA, through its contractor(s), shall provide all routine and structural maintenance, regulatory inspections, and reporting for the stormwater management systems on POA property, including the Allen Property. Structural maintenance for stormwater management systems is described below.

- a) Repair or replacement of grates, skimmers, orifices/caps for stormwater pond control structures.
- b) Repair or replacement of headwalls or mitered-end sections.
- c) Removal of vegetation that is impeding the flow of stormwater at a headwall or mitered-end section(s).
- d) Repair of rill or gully erosion (severe erosion that may impact structural integrity of the stormwater management systems).
- e) Repair of washouts or breaches in the stormwater pond maintenance berms.
- f) Preventative repairs to prevent spalling in the stormwater inlets.
- g) Replacement or repair of damaged stormwater inlets.
- h) Replacement or repair of stormwater conveyance systems (piping and drainage structures).
- i) Removal and proper disposal of sediment from the stormwater conveyance system or stormwater ponds.
- j) Removal or treatment of nuisance vegetation that is impacting the performance of the stormwater pond treatment.
- k) Removal or treatment of Category I or Category II invasive plants as identified by the Florida Invasive Species Council that are impacting the performance of the stormwater pond treatment.

5. MONUMENTS, DECORATIVE COLUMNS, AND COMMUNITY FENCING

The POA, through its contractor(s), shall provide the maintenance for all monuments, decorative columns, and community fencing on all CDD-owned lands, and POA-owned lands as further described below:

- a) Pressure washing to remove dirt, staining, or algae.
- b) Replacement of lettering or fence panels due to fading, theft, or damage.
- c) Painting as needed.
- d) Cleaning of any graffiti.

6. STREET LIGHT MAINTENANCE PROGRAM

The POA shall, under the agreement with Bright Choices Outdoor Lighting Agreement with Tampa Electric Company and dated January 29, 2009, provide electric lighting services for the community.

EXHIBIT B
GENERAL PROPERTY DESCRIPTION & MAINTENANCE MAP

The CDD Property subject to this Agreement includes the following:

- A. Tracts A1, B1, B2, B6 thru B13, and L1 and L2, Channing Park, according to the Plat titled “Channing Park” as recorded at Plat Book 115, Pages 9 et seq., of the Official Records of Hillsborough County, Florida.
- B. Those drainage easements described in the following:
 - i. Section 6 of the Dedications of the plat known as “Channing Park” and recorded at Plat Book 115, Pages 9 et seq., of the Official Records of Hillsborough County, Florida.
 - ii. Section 3 of the Dedications of the plat known as “Channing Park, 50-foot Single Family Lots” and recorded at Plat Book 118, Pages 255 et seq., of the Official Records of Hillsborough County, Florida.

The attached map is for reference only, all references to property ownership are subject to the various plats, deeds, easements, and other legal documents recorded in the Official Records of Hillsborough County, Florida.

Tab ☐

Site Masters of Florida, LLC
5551 Bloomfield Blvd.
Lakeland, FL 33810
Phone: (813) 917-9567
Email: tim.sitemastersofflorida@yahoo.com

PROPOSAL

Channing Park CDD
Skimmer Replacement

10/5/2022

Provide and install new skimmer for outfall control structure on pond south of New Cross Circle.

Original skimmer was broken and had to be removed to allow pond discharge prior to Hurricane Ian.

TOTAL \$1,400

Site Masters of Florida, LLC

5551 Bloomfield Blvd.

Lakeland, FL 33810

Phone: (813) 917-9567

Email: tim.sitemastersofflorida@yahoo.com