



Rizzetta & Company

Chapel Creek Community Development District

Board of Supervisors' Special Meeting July 7, 2020

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
813.994.1615**

www.chapelcreekcdd.org

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Board of Supervisors	Chip Jones Bob Bishop Milton Andrade Brian Walsh John Blakley	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Jordan Lansford	Rizzetta & Company, Inc.
District Counsel	Tracy Robin	Straley Robin Vericker
District Engineer	Tonja Stewart	Stantec Consulting Services, Inc.

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. 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), 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.

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 5844 OLD PASCO ROAD • SUITE 100 • WESLEY CHAPEL FL 33544
www.chapelcreekcdd.org

June 29, 2020

Board of Supervisors
Chapel Creek Community
Development District

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors' of the Chapel Creek Community Development District will be held on **Tuesday, July 7, 2020 at 11:30 a.m.** to be conducted by means of communications media technology telephone pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020 March 20, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. The following is the final agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting held on June 18, 2020.....Tab 1
 - B. Consideration of Operation and Maintenance Expenditures for May 2020.....Tab 2
- 4. BUSINESS ITEMS**
 - A. Consideration of the Resignation of Mr. Jones.....Tab 3
 - B. Consideration of Replacement for Vacant Seat – Garret Parkinson
 1. Administer Oath of Office to Newly Appointed Supervisor.....Tab 4
 2. Review of Form 1 and Sunshine Amendment
 - C. Consideration of Resolution 2020-08; Designating Officers of the District.....Tab 5
 - D. Public Hearing on Adopting Amenity Policies
 1. Consideration of Resolution 2020-09; Adopting Amenity Rules.....Tab 6
 - E. Public Hearing on Fiscal Year 2020-2021 Final Budget
 1. Consideration of Resolution 2020-10; Adopting Fiscal Year 2020-2021 Final Budget.....Tab 7
 2. Consideration of Resolution 2020-11; Certifying an Assessment Roll and Imposing Assessments.....Tab 8
 - F. Consideration of Professional Amenity Services Contract.....Tab 9
 - G. Presentation of Solitude Inspection Report
 - H. Consideration of Aquatic Proposals
 - I. Consideration of Resolution 2020-12, Setting Fiscal Year 2020-2021 Meeting Schedule..... Tab 10
 - J. Ratification of Fiscal Year 2018/2019 Financial Audit
- 7. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager

- 8. SUPERVISOR REQUESTS
- 9. 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) 933-5571.

Sincerely,

Lynn Hayes

Lynn Hayes
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.

**CHAPEL CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of the Chapel Creek Community Development District was held on **Tuesday, June 2, 2020 at 11:02 a.m.** via conference call pursuant to Governor DeSantis' Executive Order 20-69 (as extended by Executive Order 20-112) at <https://zoom.us/j/6015680675/> Meeting ID: 601 568 0675
One tap mobile+19292056099,,6015680675# US (New York).

Present and constituting a quorum:

Chip Jones	Board Supervisor, Chairman
Bob Bishop	Board Supervisor, Vice Chairman
Milton Andrade	Board Supervisor, Assistant Secretary
Brian Walsh	Board Supervisor, Assistant Secretary
John Blakely	Board Supervisor, Assistant Secretary

Also present were:

Jordan Lansford	District Manager, Rizzetta & Company, Inc.
Tracy Robin	District Counsel, Straley Robin Vericker
Tonja Stewart	District Engineer, Stantec Consulting
Scott Brizendine	Finance Mgr., Rizzetta & Company, Inc.

Audience

FIRST ORDER OF BUSINESS

Call to Order

Ms. Lansford called the meeting to order and read the roll call confirming a quorum.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

The Board heard no audience comments.

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT

June 2, 2020 Minutes of Meeting

Page 2

THIRD ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures for April
2020**

Ms. Lansford presented the Operation and Maintenance Expenditures for April 2020.

On a Motion by Mr. Jones, seconded by Mr. Walsh, with all in favor, the Board of Supervisors ratified the April 2020 (\$8,258.25) Operation and Maintenance Expenditures, for Chapel Creek Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2020-08;
Approving Amenity Policies**

The Board set a Public Hearing date of July 7, 2020 to consider approving the Amenity Policies (Exhibit A).

FIFTH ORDER OF BUSINESS

**Consideration of 2020-06; Adopting
the Third Amendment to the
Assessment Methodology Report**

Ms. Lansford presented Resolution 2020-06; Adopting the Third Amendment to the Assessment Methodology Report (Exhibit B). The Board agreed to schedule a regular meeting to June 18, 2020 at 11:00 a.m. to again review.

SIXTH ORDER OF BUSINESS

**Consideration of Landscape
Proposals**

The Board agreed to continue with the current K. Johnson's Landscaping (\$62,760) contract (Exhibit A).

On a Motion by Mr. Blakely, seconded by Mr. Bishop, with all in favor, the Board of Supervisors agreed to continue with the K. Johnson's Landscaping Company Contract (\$62,760), for Chapel Creek Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Aquatic Proposals

Ms. Lansford presented Aquatics Proposals to the Board for consideration (Exhibit C). A discussion ensued.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No report.

B. District Engineer

No report.

C. District Manager

Ms. Lansford stated that the next regular meeting was scheduled for June 18, 2020 at 11:30 a.m.

NINTH ORDER OF BUSINESS

Supervisor Requests

Ms. Lansford asked if there were any Supervisor Requests and there were none.

TENTH ORDER OF BUSINESS

Adjournment

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

On a Motion by Mr. Jones, seconded by Mr. Andrade, with all in favor, the Board of Supervisors adjourned the meeting at 11:28 a.m., via conference call pursuant to Governor DeSantis' Executive Order 20-69 (as extended by Executive Order 20-112).

Assistant Secretary

Chairman/Vice Chairman

Exhibit A

Landscape Maintenance Services Proposal

Prepared For

Chapel Creek CDD

May 2020





813-223-6999 tel
813-279-6263 fax

30319 Commerce Dr.
San Antonio, FL 33576

May 28, 2020

Jordan Lansford,
District Manager
12750 Citrus Park Lane Suite 115
Tampa, FL 33625

RE: Landscape Maintenance Proposal for Chapel Creek CDD

Dear Ms. Lansford,

I am pleased to submit Yellowstone Landscape's proposal for Chapel Creek CDD landscape maintenance services. Our full service approach to maintaining the entire property are all coordinated to deliver the utmost level of quality. Our proposal has been created to address the specific needs and expectations you have expressed for Chapel Creek CDD.

Yellowstone Landscape is one of the largest landscape firms in the nation, serving some of the most prestigious properties in the Southern United States. We continuously seek to obtain a 100% recommendation rate from our clients so you can be sure that quality maintenance services are just the beginning of our expectation for your property.

As you review our proposal, you'll notice that quality, integrity and clear communication have helped us build strong relationships and maintain nationally award-winning properties for our clients.

We serve all our clients with:

Crystal-Clear Communication

You want to know what's going on with the landscape in your community. Our people, systems and policies put communication first.

Proactive Attitudes

We will fix it before it's a problem. Procedures, checklists and training all focus on one result, making sure our clients don't have to manage our work.

Quality Work

One size doesn't fit all. Our experienced staff and integrated approach allows us to find unique solutions to meet your property and budgetary needs.

Thank you for allowing Yellowstone Landscape the opportunity to provide your community with our plan for success.

Sincerely,

Jon Souers
Business Development Manager
jsouers@yellowstonelandscape.com
813-781-3170

Your Investment





Chapel Creek CDD
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing & Clean Up	\$27,606.00
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Includes mowing, edging, string-trimming, clean-up

Detailing	\$26,522.00
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trim shrubs, pick up trash, weed removal, ect.

IPM - Fertilization & Pest Control	\$2,914.00
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Fertilization/Fungicide/Insecticide/herbicide/weed control

Irrigation Inspections	\$3,960.00
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Includes monthly inspections with reports

Grand Total Annual	\$61,002.00
Monthly	\$5,083.50

EXCELLENCE IN COMMERCIAL LANDSCAPING

Scope Of Services





Chapel Creek CDD Landscape Maintenance Annual Schedule

Landscape Maintenance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Turf Cut¹ (Mow, Hard Edge, Blow)													
St. Augustine	2	2	3	4	4	4	4	4	5	4	3	2	41
Bahia	1	1	2	3	4	4	4	4	4	2	2	1	32
Bed Edge	1	1	2	2	2	2	2	2	2	2	1	1	20
Shrub Pruning	1	1	1	1	1	1	1	1	1	1	1	1	12
Ornamental Grass Pruning			1							1			2
Structural Tree Pruning	As needed to Maintain 10' height												
Crape Myrtle/Hibiscus/Oleander Pruning	Performed in Spring after last freeze												1
Irrigation Inspections	1	1	1	1	1	1	1	1	1	1	1	1	12

¹ Frequency is contingent on moisture, weather and seasonal conditions, and may vary in late fall through winter.

Fertilizer/Pesticide	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Turf Fertilization													
St. Augustine			1		1			1			1		4
Turf Pesticide													
St. Augustine	Integrated Pest Management (IPM) Program -- Applied as Needed												
Turf Weed Control	Integrated Pest Management (IPM) Program -- Applied as Needed												
St. Augustine (Pre-Emergent)			1				1						2
Shrub & Tree Fertilization²			1			1			1				3
Shrub Pesticide	Integrated Pest Management (IPM) Program -- Applied as Needed												
Insect/Disease Control	Integrated Pest Management (IPM) Program -- Applied as Needed												
Bed Weed Control	1	1	2	2	2	3	3	3	3	2	1	1	24
Palm Fertilization													
Standard Palms (Sables/Wash.)						1							1
Queen Palms						1					1		2
Property Inspection	2	2	3	4	4	4	5	4	4	4	3	2	41

² Additional spot fertilization may be applied to flowering plants to encourage flowering.

Supplemental Services	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Mulch (Upon approval)											1		1
Palm Trimming (Upon approval)		1							1				2
Annuals (Upon Approval)			1			1			1			1	4

About Us





Yellowstone Landscape began with the unification of established, independently successful landscape companies across the South.

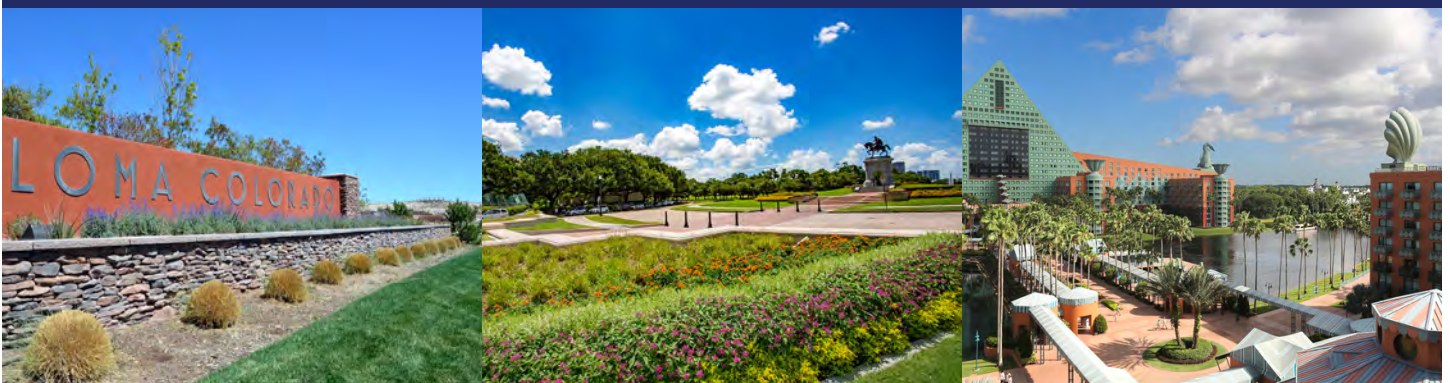
Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance.

As one of the landscape industry's fastest growing and most awarded commercial landscaping

companies, we are proud to serve more than two thousand client properties from our local branch facilities, across six Southern states.

We offer a uniquely comprehensive suite of services and expertise, allowing us to partner with our clients at any stage in their landscape's life cycle. From a landscape design idea on a computer screen, to a mature and thriving landscape in the ground, Yellowstone Landscape is the only commercial landscaping partner you'll ever need.

The South's Trusted Landscape Partner



Headquartered in Central Florida, we serve our clients from our local branch locations across six Southern states.

In many of the region's largest cities, we've opened multiple operating branches in order to more efficiently serve our clients, including four locations in Houston, three locations in Atlanta, and two locations in Orlando.

All our branch operating teams are supported by the collective strength of a regional leader in commercial landscaping services.

We empower our local branch teams to make decisions in the best interest of our clients and their properties.

No excuses, no calling headquarters, no corporate red tape. **Just do what's right.**

Working safely. Providing great service to our clients. Taking pride in our work. Building lasting partnerships with our clients.

That's how we've become the South's trusted commercial landscaping partner.

Proud to Serve Tampa



Excellence in Commercial Landscaping for Your Tampa Area Properties

Yellowstone Landscape is proud to serve Tampa's commercial landscaping needs from our local branch location. With **more than 100 local employees**, we're one of the leading commercial landscape service firms in Tampa and the surrounding areas.

We offer landscape design, landscape installation, and landscape maintenance services

to some of the area's most beautiful homeowner associations, city and county governments, master planned developments, corporate campuses, commercial office parks, schools, universities, hospitals, apartment communities and retail centers.

Our service teams are ready to provide you with **Tampa's most professional and responsive commercial landscaping services**, always tailored to your needs and expectations.

Tampa Offices
30319 Commerce Drive
San Antonio, FL 33576
813.223.6999

Services for Homeowner Associations



Our comprehensive landscape services for Homeowner Associations are designed to **create beautiful and healthy environments** and enhance the quality of life your residents experience in their community.

Professional Landscape Maintenance of your entryways, common areas, streetscapes, and amenity areas is essential for **creating the right image for your community** and protecting the value of your residents' investments in their homes.

Caring for your community's landscape is likely to be among the largest expenses in your association's annual budget. With the help of the

right landscape service partner, your community will see the value of their investment with every service visit and enjoy all the benefits a well maintained landscape can bring.

Key benefits of a professionally maintained landscape include:

- An Average Increase of 12% in the Value of Your Residents' Homes
- Creating a Sense of Pride in the Community
- Extended Lifespan of Your Community's Landscape Materials and Feature Areas
- Demonstrating Visible Results for Your Residents' Investment in Professional Property Management Services

Landscape Maintenance



Landscape Maintenance is all about the details. We're committed to getting the details right, so you can enjoy your landscape and take pride in its appearance.

From week to week, month to month, and year to year, there are **hundreds of details** that need to be coordinated for your landscape to look its best. Assuring that none of those details are overlooked requires a professionally administered, **integrated Landscape Maintenance program**.

Synchronizing routine maintenance activities like mowing, edging, weeding, trimming and clean-up, with fertilization and pest management applications, and your irrigation system's schedule and maintenance is no easy task.

That's why we incorporate all the details of our landscape services into **your Plan for Success™**.

Our Landscape Maintenance teams are trained in our industry's Best Practices. They behave as if they were a part of your staff and work hard to **solve problems while they're still called opportunities**. If the unexpected happens, our teams respond to correct the problem, quickly and professionally.

Your dedicated Account Manager will provide regular updates about what we're doing to maintain your landscape. Our goal is to provide you with **all the information you need** about your landscape, **when you need it**.

Irrigation Installation & Management



There is **nothing more essential to the success of your landscape** than regular access to the right amount of water.

Commercial irrigation systems are sophisticated technology that require **special certification** to install and operate.

Our Irrigation Installation and Management Professionals are **experts in all major commercial irrigation systems**. From older systems in need of frequent repairs and updates, to the most modern and innovative water-wise systems available, **our Irrigation Teams are dedicated to protecting your valuable water resources**. Once installed, we always adhere

to local ordinances governing water use and have implemented the principles of the leading industry groups. These **guidelines govern how we design, install, and maintain your irrigation system**.

Professional irrigation management is an essential service to eliminate waste in your water consumption and reduce your water usage.

Yellowstone Landscape provides you with the most experienced team of Irrigation Professionals in the industry.

Tree Care Services



Your trees add beauty and value to your property. In the case of mature trees, they are **an absolutely irreplaceable asset**. Keep them healthy and protect your property with regular evaluations and treatments.

Yellowstone Landscape is a full service tree care company, specializing in Plant Health Care and Pruning in accordance with the highest industry standards. Our Tree Care teams are led by **certified Arborists**, educated and trained in all aspects of Arboriculture.

We're dedicated to improving and protecting your trees and shrubs, utilizing the latest innovations in tree care science.

Our Tree Care services include:

- Pruning
- Cabling & Bracing
- Lightning Protection
- Fertilization
- Disease & Pest Management
- Tree Removal
- Tree Planting
- Stump Grinding
- Root Management

Landscape Design



You need your landscape to look its best, but you're not quite sure where to get started.

Whether you need a landscape design plan for a new development or just want to enhance a few feature areas in your existing landscape, our Landscape Designers are ready to help you see your landscape's full potential.

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground.

The last thing you want is to invest in a landscape installation project, only to see the plants fail within the first year.

Working with a Landscape Designer starts with a meeting to find out what your goals are for your project. They'll create **photo renderings** so you can actually see what your new landscape will look like, before it's planted. You'll be a part of the process from beginning to end.

And best of all, we offer Landscape Design as a **complimentary service** to current Landscape Maintenance clients when we install your landscape enhancement.

Seasonal Color Installations



If you want to make a big impact and create **dramatic curb appeal** for your community or commercial property, there is no better way than a professionally designed seasonal color display.

Our landscape designers and color bed installation experts will “**bring the wow**” to **your entrances and feature areas** with stunning seasonal color displays using only the highest quality, locally sourced plant materials.

Your color bed installations begin with a **custom design proposal tailored to your preferences**, incorporating seasonally appropriate flowers. We begin with bed preparation, the most critical part of the installation process, removing the

previous rotation’s plants and groundcover materials, bedline trenching, tilling of the soil and adding high quality fertilizers as needed.

We recommend installations with **tighter spacing to create more vibrant color and instant impact**. As conditions warrant, we can provide hand-watering and additional fertilization of seasonal flowers to promote healthy growth and prolong bloom times.

Regular maintenance of your seasonal color installation during service visits includes removal of withering plants and monitoring of the soil quality and checking that the plants’ watering requirements are being met.

Industry Recognition



Our clients' properties have earned dozens of National Landscape Awards of Excellence, the highest honor given in our industry. They've been recognized as some of the most outstanding commercial landscaping projects in the country. Below is a partial listing of our award-winning projects:

Hermann Park; Houston, Texas; 2017

Walton Riverwood; Atlanta, Georgia; 2017

Legacy of Leesburg; Leesburg, Florida; 2017

Swan and Dolphin Resort; Orlando, Florida; 2016

Cane Island Amenity Village; Katy, Texas; 2016

Tradition; Tradition, Florida; 2015

AAA Headquarters; Lake Mary, Florida; 2013

Technology Park Atlanta; Peachtree Corners, Georgia; 2013

Boeing 787 Assembly Facility; North Charleston, South Carolina; 2012

Waldorf Astoria Resort; Orlando, Florida; 2012

Grand Haven; Palm Coast, Florida; 2011

Fleming Island Plantation; Orange Park, Florida; 2010

Hammock Beach Resort; Palm Coast, Florida; 2008

Reunion Resort & Club; Orlando, Florida; 2007

Committed to Safety



Yellowstone Landscape has made safety our number one priority. We know that we are equally responsible for the safety of our employees, and our clients' residents, employees, guests and their property.

Our commitment to safety includes providing a **safe, healthy work environment**, kept free from hazards. Whether starting or ending the day at one of our branch locations, traveling over the area's roadways, or at a client's work site, all Yellowstone Landscape employees are trained to **behave professionally and remain alert** to all potential safety hazards they may encounter.

Our Commitment to Safety includes:

- New Employee Training on Safe Operating Procedures
- Strict Compliance to All OSHA Regulations
- Weekly Tailgate Talks Conducted with All Field Service Teams
- Annual Safety Rodeos with Industry Safety Experts
- Dedicated Safety Officers in Each Branch Location
- Mandatory Use of Appropriate Personal Protective Equipment (PPE) at All Times

Our Fleet Vehicles and Equipment



Yellowstone Landscape takes great pride in the maintenance our fleet vehicles and the specialized service equipment and tools we use. Our branch locations employ dedicated mechanics, experienced in working with the equipment we use. Their sole responsibility to keep our fleet and equipment in good working order, many times working overnight to keep equipment in service during the day.

We know how important it is that our service teams have the tools they need to get their jobs done. That's why we strive to keep all our vehicles and equipment in good repair, appearance, and in sanitary clean condition at all times.

All vehicles are appropriately registered and insured, clearly marked with our company identification, regularly inspected for safety and cleanliness, and only operated by licensed, approved drivers.

Our Company Owned Fleet Vehicle and Equipment Listing Includes:

- Over 800 Trucks, Vans and Utility Vehicles
- Wide Area Mowing Tractors
- Tree Care Trucks with Trailer Chippers
- Assorted Heavy Duty Caterpillar Equipment
- Motorized Work Carts
- Open Bed and Enclosed Trailers
- Motorized Edgers and Trimmers

Environmental Stewardship



As a leader in the landscaping industry we have an added responsibility to be good stewards of our natural resources. We also understand that many clients have become keenly aware of the need to reduce their environmental impact.

Our initiatives toward responsible environmental stewardship include:

Integrated Pest Management: IPM Programs use a combination management tools to create an environment where it is less likely that the pest will return.

Innovation Irrigation: This includes smart controllers, rain sensors, micro irrigation

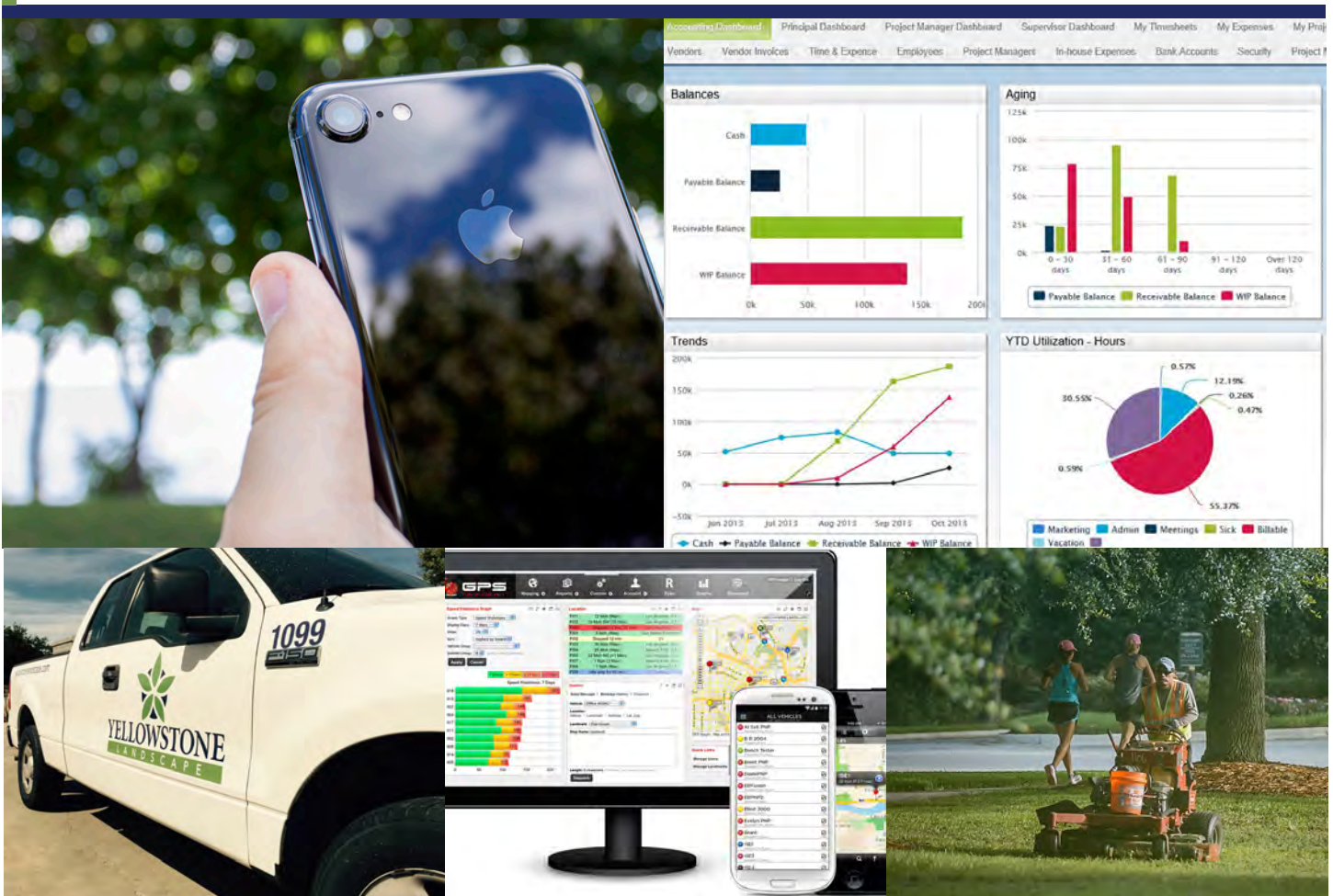
and drip irrigation to eliminate water waste, integrating recycled water intakes where natural sources are available.

Reducing Carbon Emissions: EFI equipment used by our service personnel reduces our fuel consumption by 25% compared with traditional outdoor power equipment.

Organic Options: We offer organic alternatives to all traditional management solutions.

Drought-Tolerant Plants & Trees: Installing the right plant material for your property's environment reduces the water consumption necessary for your plants and trees to thrive.

Our Technology at Work for You



Technology in the landscape industry is rapidly evolving. Yellowstone Landscape is taking advantage of this innovation to improve our communication, tracking, and billing systems, allowing us to offer more efficient service visits and faster response times for our clients.

Over a decade ago, we began issuing **smart phones** to all our field service supervisors and technical specialists, but as new products have come to market, Yellowstone has continued to improve our technological capabilities.

All Yellowstone Landscape **fleet vehicles** are now **equipped with GPS tracking devices**, enabling us to see where our vehicles are at any given time,

and how long our service crews spend at each property. GPS tracking also enables our Safety teams to make sure our drivers are obeying speed limits and traffic laws.

In addition to field level improvements, Yellowstone continues to lead the industry with real time reporting on costs and labor utilization, enabling us to produce monthly service billings at **greater than 99% accuracy**. We even integrate with most major accounting systems, to help you automate your procurement system's payment processes.

It's our goal to remain technological leaders in our industry, so as technology improves, so will we.

Experience & References



Reference Listing



Project Name **Ballantrae CDD**
Contact Information Jim Flateau, Board Chairman
15310 Amberly Dr. Suite 175
Tampa, FL 33647
813.215.0896

Project Name **Villa Rosa HOA**
Contact Information Mike Spall, Property Manager
Greenacre Properties
4131 Gunn Hwy.
Tampa, FL 33618
813.600.1100

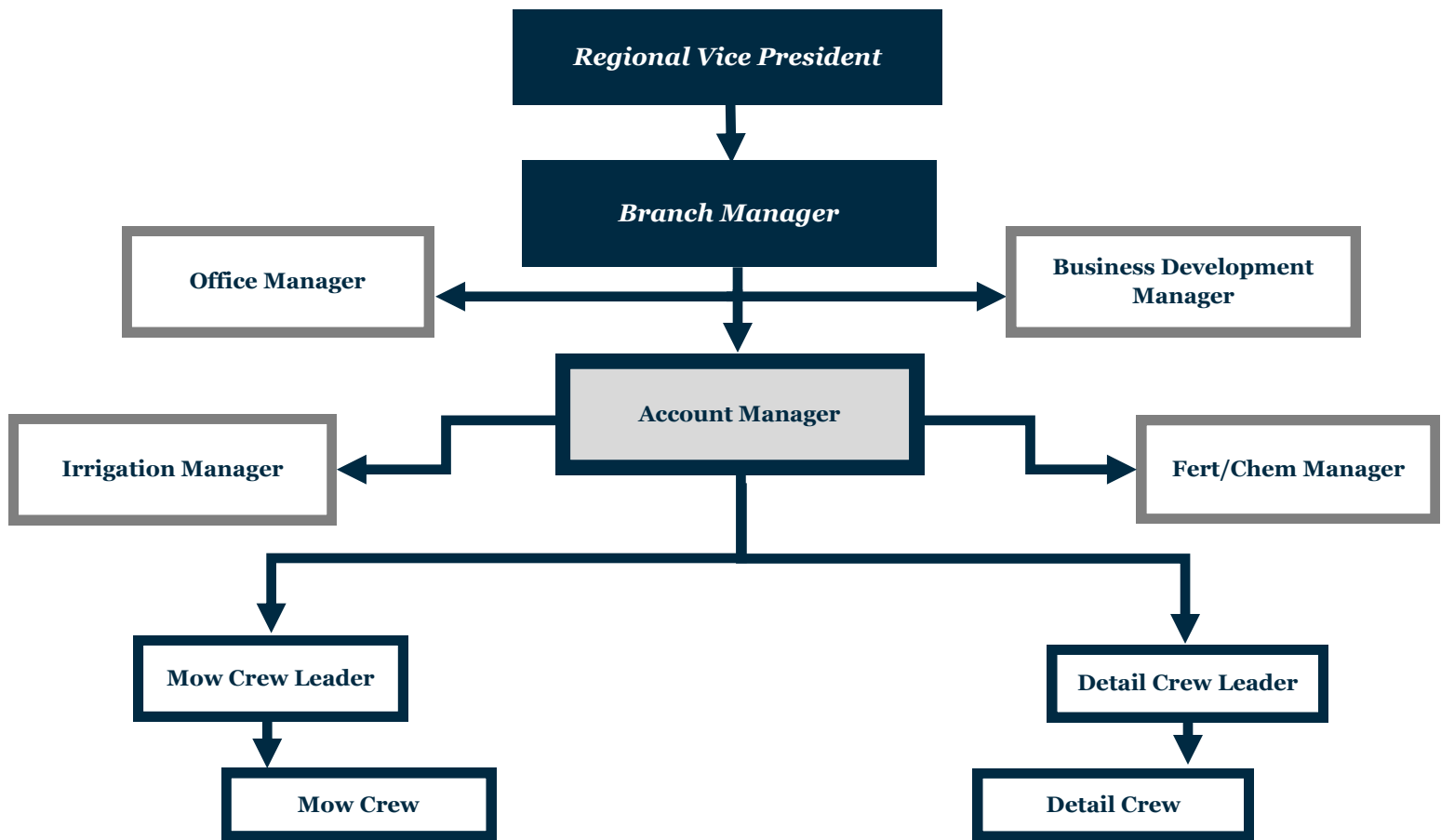
Project Name **Willowbend HOA**
Contact Information Sandra Oram, Property Manager
Terra Management Services
14914 Winding Creek Court
Tampa, FL 33613
813.374.2363

Project Name: **Trinity East HOA**
Contact Information Chris Haines, Property Manager
The Melrose Management
Partnership 3527 Palm Harbor Blvd.
Palm Harbor, FL 34683
727.787.3461

Personnel



Organizing Our Service Teams



Branch Manager:

The Branch Manager is responsible for Yellowstone Landscape's landscape installation and management operations and personnel within the region. The primary responsibilities outlined below are carried out in accordance with the strategic plan and in a manner that will assure peak efficiency and the delivery of high-quality products and services. The Branch Manager reports directly to the Regional Vice President, and works closely with the Executive Team, Business Development Department, Purchasing Agent, other Division Managers, and Office Management in fulfillment of his regular duties.

Responsible for:

- Planning, Scheduling and Implementation of Operations
- All Landscape Management Practices
- All Landscape Construction Practices
- Client Relations and Service
- Quality Control
- Safety
- Training

Organizing Our Service Teams

Account Manager:

The Account Manager represents the direct link between Yellowstone Landscape and your Community. In that capacity, he arranges, schedules and directs daily delivery of services in accordance with the performance specifications for your property. The primary responsibilities outlined below are carried out in a manner that will assure peak efficiency and the delivery of high-quality products and services. The Account Manager reports directly to the Branch Manager and works closely with technical support service managers (Fertilization & Chemical, Pesticide Application, Irrigation) in fulfillment of his regular duties.

Responsible for:

- Planning, Scheduling and Implementation of Landscape Operations Activities
- Client Relations and Service
- Budgeting and Cost Tracking
- Quality Control
- Safety
- Training
- Employee Evaluation and Development
- Sustainable Practices

Mow and Detail Crew:

The Mow and Detail Crew consists of a team of experienced landscape and maintenance professionals. Their focus will be on maintaining the community with our commercial equipment. This includes mowing with mowers appropriate for the turf type, blowing, vacuuming, edging and policing (trash pick up). They will fulfill all of the obligations set forth and directed by the Account Manager. Each Mow and Detail Crew will be led by a clearly identifiable, English-speaking leader.



Organizing Our Service Teams

Irrigation Technician:

The Irrigation Technician oversees all irrigation practices including timers, valves, sprayers and piping. Once per month (unless otherwise noted in the contract specifications), the Irrigation Technician will walk through each zone and assure all irrigation functions work properly. Small adjustments will be made in order to assure water conservation and proper watering techniques. Any major irrigation problems will be expressed and appropriated according to the process defined by Account Manager and Branch Manager.

State Licensed Pesticide Contractor:

This contractor will treat each of the grounds with EPA approved pesticides in accordance with best management practices and will be over-seen/managed through our assigned Account Manager.

Fertilization & Chemical Crew:

The Fertilization & Chemical Crew utilizes proper and sustainable fertilization methods that best fit the community's need and contract specifications. All fertilization and chemical team members are fully trained and licensed. The team is also proactive in alternative fertilization methods that are earth-friendly and sustainable.



Licenses & Certifications



Fertilization and Chemicals

Your Team

Fertilization and chemicals are often times fundamental to the health of a landscape. Yellowstone Landscape's team of licensed and experienced professionals know the needed nutrients for your property and we apply them through environmentally sensitive practices.

Fertilization

Our fertilization programs are customized for each property. After all, each property has it's own set of specific needs and requirements. Having developed fertilization programs for golf courses, resorts, and sport fields, our knowledge is extensive, and we apply what we've learned on every property we service.

Chemicals

Pest management is often needed to protect your living assets. Ants and other bugs can sometimes destroy plant material quickly. Invasive weeds can crowd out healthy landscapes. Our pro-active team identifies problems and works to rid your landscape of harmful weeds and pests.

Sustainability

Protecting the environment is one of our top priorities. Our fertilization and chemical programs are built around minimizing our environmental footprint. Some of the ways we reduce our environmental impact are:

- Use slow-release fertilizers that minimize run-off.
- Nutrient Management—we provide nutrients based on the plant's need.
- Follow State, County and City Best Management
- Practices to prevent pollution of water sources



Xeriscaping

A great way to reduce your environmental footprint is through the practice of xeriscaping. Xeriscaping is the practice of landscape design with slow growing, drought tolerant plants. Designing landscapes that use less water, fertilizers and require less maintenance is a great way to reduce your environmental impact.

Irrigation Experts

Your Team

A healthy landscape is often times dependent on the condition of the irrigation. Yellowstone Landscape understands this relationship and knows that short cuts taken on irrigation means long term problems in the landscape. Our team works on many aspects of irrigation systems:

Installation

Our team has had over 15 years of experience installing irrigation systems across the Southeast. From complex systems for large resorts to water-wise systems for commercial properties, our team has what it takes to install any irrigation system.

Maintenance

Our maintenance team is trained and licensed in maintaining irrigation systems. Our team also knows that if the irrigation isn't properly maintained, your investment could be compromised.

Our irrigation maintenance team performs monthly "wet-checks," replaces and repairs faulty systems (including head replacement, piping repairs, and clock maintenance), and assures proper water coverage for all landscape areas.

Improvements

Whether you have an old irrigation system or a new system that just doesn't seem to be working properly, you can trust Yellowstone Landscape to make the improvements. We'll analyze coverage, effectiveness and efficiency in order to provide a consistently healthy landscape.



Licenses & Certifications



State of



Florida

Department of Agriculture and Consumer Services
Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

Number: JF124606

KEVIN PAUL OLIVA

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn & Ornamental

*in conformity with an Act of the Legislature of the State of Florida regulating the
practice of Pest Control and imposing penalties for violations.*



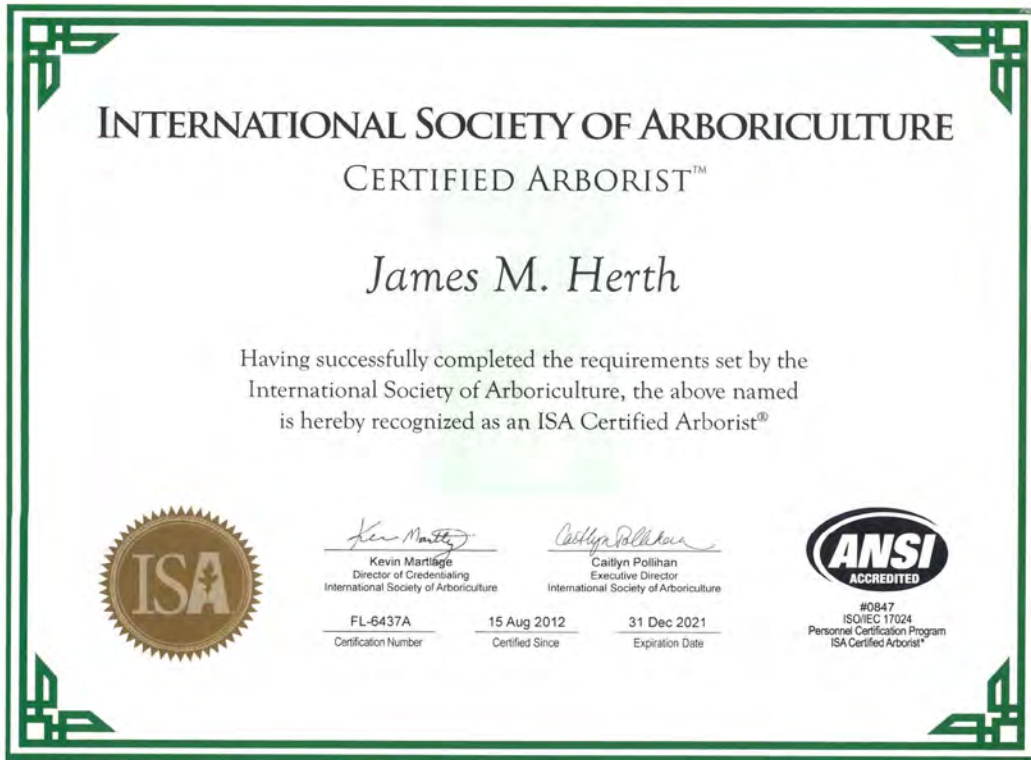
Charles H. Bronson

Charles H. Bronson
Commissioner of Agriculture

*In Testimony Whereof, Witness this
signature at Tallahassee, Florida on April 7, 2004*

Walter Hays
Chief Bureau of Entomology and Pest Control

Licenses & Certifications





**SIGMA CONSULTING
AND TRAINING, INC.**

Certificate of Training

is provided to

Scott Crow

for the successful completion of

Hazardous Materials Operations/OSHA Level II

*In accordance with training standards established by
the U.S. Occupational Safety and Health Administration
(OSHA) 29 CFR 1910.120(q)*

April 27, 2018



Chris Pappas, Instructor

Our People. Your Partner.



At Yellowstone Landscape, we know that our people are what have made us the company we are today.

Our 1800 Full Time Landscape Professionals include industry veterans, many with more than 20 years of experience providing professional landscape services. We also recruit and hire some of the brightest young talent in the industry, recruited from the nation's finest colleges and university Horticulture and Agronomic programs.

We're proud that over 75% of our management staff hold advanced degrees and certifications related to their current position's responsibilities.

Our training programs reach far beyond our industry's Best Practices. We conduct ongoing Safety Training for our crews, to guarantee that they're working safely for you. Members of our management staff receive formal Customer Service Training, teaching them how to understand your expectations and communicate with you effectively and professionally.

We're proud of our people. We want you to be proud of your landscape service partner.

Tab 2

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operation and Maintenance Expenditures May 2020 For Board Approval

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

The total items being presented: **\$14,305.76**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Chapel Creek Community Development District

Paid Operation & Maintenance Expenditures

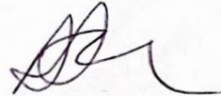
May 1, 2020 Through May 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Brian Walsh	001831	BW050520	Board of Supervisors Meeting 05/05/20	\$ 200.00
Dale S. Jones Jr.	001828	CJ050520	Board of Supervisors Meeting 05/05/20	\$ 200.00
Duke Energy	001832	Duke Summary 04/20	Duke Energy Summary 04/20	\$ 678.33
John C. Blakely	001827	JB050520	Board of Supervisors Meeting 05/05/20	\$ 200.00
K Johnson's Lawn & Landscaping, Inc.	001833	17077	Monthly Landscape Maintenance 05/20	\$ 6,146.00
Milton Andrade	001825	MA050520	Board of Supervisors Meeting 05/05/20	\$ 200.00
Pasco County BOCC	001821	13353458	6405 Clifton Down Dr 03/20	\$ 36.95
Pasco County Property Appraiser	001829	050120	Non-Ad Valorem Annual Fees 20/21	\$ 150.00
Rizzetta & Company, Inc.	001823	INV0000049204	District Management Fees 05/20	\$ 3,333.33
Rizzetta Technology Services, LLC	001822	INV0000005742	Website Hosting 05/20	\$ 100.00
Robert Bishop	001826	BB050520	Board of Supervisors Meeting 05/05/20	\$ 200.00
Solitude Lake Management LLC	001834	PI-A00400403957	Lake & Pond Management Services 05/20	\$ 726.00
Straley Robin Vericker	001824	18298	Monthly Legal Services 04/20	\$ 1,960.75
Times Publishing Company	001830	0000079264 04/22/20	Account #124374 Legal Advertising 04/20	\$ 174.40
Report Total				<u>\$ 14,305.76</u>

Tab 3

Chapel Creek Community Development District

I, Dale S. Jones, Jr., hereby tender my resignation from Chapel Creek
Community Development District, to be effective as of July 7th, 2020.



Signature

6/23/20

Date

Tab 4

**CHAPEL CREEK CENTRAL COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISOR
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF THE CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA.

Board Supervisor Signature

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this ____ day of _____, _____, before me, personally appeared _____ to me well known and known to me to be the person described herein and who took the aforementioned oath as a Board Member of the Board of Supervisors of Chapel Creek Community Development District and acknowledged to and before me that they took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Notary Public
STATE OF FLORIDA

My commission expires on:

Tab 5

RESOLUTION 2020-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chapel Creek 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 Pasco County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT:

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
Lynn Hayes _____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 7TH DAY OF JULY, 2020.

**CHAPEL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASST. SECRETARY

Tab 6

RESOLUTION 2020-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING RULES, POLICIES, RATES AND FEES FOR ALL USERS OF THE AMENITY FACILITIES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Chapel Creek 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 in Pasco County, Florida; and

WHEREAS, upon acquisition, the District will own and operate certain recreational amenity facilities within the District, including but not limited to a clubhouse, swimming pool, playground area, dog park, and shade structures with their appurtenant facilities and areas (the "**Amenity Facilities**"); and

WHEREAS, pursuant to Sections 120.54, 120.81, 190.011(5), and 190.011(15), Florida Statutes, the District is authorized to adopt and modify rules prescribing the conduct of the business of the District and to establish rules and policies for the use, operation and maintenance of the Amenity Facilities; and

WHEREAS, Section 190.035, Florida Statutes, authorizes the District to prescribe, fix, establish, and collect rates, fees and other charges for facilities and services furnished by the District; and

WHEREAS, at the recommendation of the District Manager and the manager of the Amenity Facilities, the District's Board of Supervisors (the "**Board**") desires to adopt rules, policies, rates and fees pertaining to the Amenity Facilities for all users of the Amenity Facilities; and

WHEREAS, the District has complied with the applicable provisions of Chapter 120 and Chapter 190, Florida Statutes, and has held a public hearing on June 2, 2020 to consider public comment upon the proposed rules, rates, policies and fees; and for the adoption and enactment of the Chapel Creek Community Development District Amenity Facility Policy attached hereto and incorporated herein as **Exhibit "A"** (the "**Amenity Facility Policy**"); and

WHEREAS, the Board finds that the Amenity Facility Policy are necessary in order to provide for the orderly operation and maintenance of the Amenity Facilities; and that the adoption of such Amenity Facility Policy is in the best interest of the residents of the District; and

WHEREAS, after hearing and considering public comment, the Board has concluded that the Amenity Facility Policy shall be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. Adoption of Rules, Rates, Policies and Fees. The Amenity Facility Policy as set forth in **Exhibit "A"** and incorporated herein are hereby ratified, approved and adopted by the District.

Section 2. Conflicts. All motions, resolutions or parts of motions or resolutions in conflict herewith are hereby repealed to the extent of such conflict; the intent of this Resolution being to adopt the Amenity Facility Policy, thereby replacing, as of the Effective Date of this Resolution, any prior policies, rules, or rates applicable to the Amenity Facilities.

Section 3. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE CHAPEL CREEK
COMMUNITY DEVELOPMENT DISTRICT EFFECTIVE THIS 7TH DAY OF JULY, 2020.**

Attest:

**Chapel Creek Community
Development District**

Secretary/Assistant Secretary

Chairman/Vice Chairman

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT
AMENITY FACILITY POLICY

Amenity Facilities Located at:
6405 Clifton Down Drive
Zephyrhills, FL 33541

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I. DEFINITIONS

“Access Code” shall mean that certain code issued and administered by the District that provides access to Amenity Facilities.

“Amenity Facility” or “Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use, including, but limited to, the Chapel Creek clubhouse and pool, playground, dog park, and shade structures together with their appurtenant facilities and areas.

“Amenity Facility Policy” or “Policies” – shall mean all Amenity Facility Policy of Chapel Creek Community Development District, as amended from time to time.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the Chapel Creek Community Development District.

“District” – shall mean the Chapel Creek Community Development District.

“District Manager” or “District Staff” – shall mean the professional management company, including its employees, staff and agents, contracted by the District to provide management services to the District and/or manage all Amenity Facilities within the District.

“Non-Resident(s)” – shall mean any person or persons who are not a Resident(s) of the District.

“Non-Resident User” – shall mean A Non-Resident who pays a Non-Resident User Fee to the District for use of the Amenity Facilities.

“Non-Resident User Fee” – shall mean the fee established by the District for a Non-Resident who wishes use the Amenity Facilities. The amount of the Non-Resident User Fee is set forth herein and is subject to change from time to time.

“Patron” or “Patrons” – shall include Residents, Non-Resident Users, and/or their guest(s) using the Amenity Facilities in a lawful manner and in accordance with this Amenity Facility Policy.

“Property Owner” – shall mean the person(s) holding legal title and ownership of a residential detached home within the District.

“Renter” – shall mean any tenant residing in a residential home within the District under a valid rental or lease agreement with the Property Owner that includes the Renter’s use of the Amenity Facilities.

“Resident” – shall mean any person, spouse or registered domestic partner of a person, and/or immediate family, including minor and/or dependent children, lawfully residing in a residential detached home within the District.

II. HOURS OF OPERATION AND EMERGENCY CONTACT

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. Normal operating hours for the District pool shall be from sunrise to sunset each day.

Emergencies: In the event of an emergency, first call 9-1-1. After contacting 9-1-1, all emergencies and injuries occurring at the Amenity Facilities must be reported to the office of the District Manager at (813) 994-1001.

III. ENFORCEMENT AND AMENDMENT OF AMENITY FACILITY POLICY

The Board, the District Manager, and any designated District staff shall have authority to enforce these Policies. However, the District Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary or in the best interests of the District and its Patrons. A temporary waiver of any Policy by the District Manager shall not constitute a continuous, ongoing waiver of said Policy, and the District Manager shall have the right to enforce all of these policies at any time. The Board may amend this Amenity Facility Policy when necessary, from time to time.

This Amenity Facility Policy was adopted by the Board of Supervisors for the Chapel Creek Community Development District per Resolution 2020-08 on June 2, 2020 at a duly noticed public meeting.

IV. USE OF AMENITY FACILITIES IS AT PATRONS’ OWN RISK.

Patrons lawfully on the premises of the Amenity Facilities are welcome to enjoy the Amenity Facilities at their own risk and pursuant to the District’s rules and policies. The District does not provide on-site staff dedicated for the purpose of monitoring the use of the Amenity Facilities or safety of the Patrons. Patrons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program. The District is not responsible for any injuries from the use of the Amenity Facilities or damage or theft of personal property.

V. ACCESS CODE

The District operates an access system for entry into the Amenity Facilities to ensure that only Residents, Non-Resident Users and/or their guests may use the Amenity Facilities. All Residents and Non-Resident Users will be required to sign an Amenity Facilities registration form as a condition for receiving their Access Code and accessing the Amenity Facilities.

- (1) One (1) Access Code will be issued to each Property Owner upon purchase of a residential detached home in the District or upon payment of the Non-Resident User Fee

by a Non-Resident User. Proof of residence (Driver's License, State ID, utility bill or a vehicle registration) is required for Residents.

- (2) All Residents and Non-Resident Users must use their assigned Access Code to enter the Amenity Facilities.
- (3) The Access Code will be updated on a semi-annual basis. All Residents will be notified of the Access Code change.

VI. ANNUAL NON-RESIDENT USER FEE

Non-resident Users may purchase an annual membership for use of the Amenity Facilities on a year to year basis. The Non-Resident User Fee is **\$1300.00 per year**, per family, payable in advance. The Non-Resident User is entitled to the Access Code for a family unit. The individual rate and the family rate are the same. Non-Resident User membership becomes effective upon the date full payment of the Non-Resident User Fee is received by the District. Annual renewal fees are due and payable on or before the expiration date of the prior term, and are subject to change from year to year based upon the costs of operation of the Amenity Facilities. Corporate or commercial memberships are not available for Non-Resident Users.

Due to the limited size and capacity of the Amenity Facility, the number of Non-Resident Users is limited to fifteen (15) at any time. The minimum age for Non-Resident Users is twenty-one (21) years of age.

VII. RENTERS

- (1) **Assignment from Property Owner.** Property Owners who rent or lease their residential detached home(s) in the District to Renters may assign their use rights to the Amenities Facilities to the Renters. Renters who are designated as the assigned beneficial users of the Property Owner's Amenity Facilities privileges shall be entitled to all the Property Owner's privileges for the term of the lease. Likewise, a Property Owner who makes such an assignment surrenders their Amenity Facility privileges for the entire period during which the Renters occupy the property. Renters must submit written copy of the lease and evidence of the assignment, if not included in the lease, to District Staff. To reinstate the Property Owner's Amenity Facilities privileges, the Property Owner must demonstrate to District Staff that the lease has expired and/or the tenants are no longer in possession of the property.
- (2) **Payment of Annual Fee.** Unless the Property Owner's rights to use the Amenity Facilities are transferred to the Renter, or the Renter pays the Non-Resident User Fee and become a Non-Resident User, Renters are not permitted to use the Amenity Facilities. Renters who choose to pay the Non-Resident User Fee will have all the privileges of a Non-Resident User.

- (3) The Property Owner shall be responsible for all damages to District property caused by their Renters and any charges incurred by the Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the deportment of their Renters.
- (4) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time, and all policies applicable to the Amenity Facilities.

VIII. GUEST POLICIES

- (1) Residents and Non-Resident Users shall at all times accompany their guests when using any Amenity Facility, and shall be responsible for any damages to District property caused by their guests.
- (2) **Minor Guest Policy for Amenity Facility.** Residents and Non-Resident Users under eighteen (18) years of age are not permitted to bring any guests into the pool area. Residents and Non-Resident Users eighteen (18) years of age or older are permitted to bring a maximum of two (2) guests each into the pool area. Residents and Non-Resident Users age sixteen (16) years and older are permitted to bring one (1) guest to all other Amenity Facilities except the pool area. The guest of the sixteen (16) year old Resident or Non-Resident User must be sixteen (16) years of age or older and must produce proper age identification upon request of District Staff.

IX. GENERAL FACILITY PROVISIONS

- (1) The District Manager shall approve all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at the Amenity Facilities, except the usage and rental fees established by the Board. The District Manager may authorize management-sponsored events and programs to better serve the Patrons, and may reserve any Amenity Facility for such events. This includes, but is not limited to, various athletic events and programs, and children's programs, social events, etc.
- (2) Disregard for any Amenity Facilities rules or policies may result in suspension or expulsion from the facility and/or loss of Amenity Facility privileges in accordance with the procedures set forth herein.
- (3) Patrons shall treat staff members with courtesy and respect. Patrons shall abide by and comply with all federal, state and local laws and ordinances while utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible complies with the same.
- (4) Minor children under sixteen (16) years of age must be accompanied by a Resident or Non-Resident User aged eighteen (18) or older.
- (5) Dogs or other pets are not permitted at the clubhouse and pool area, with the exception of service animals. Where service animals are permitted on the grounds, they must be leashed. The owner of a service animal is responsible for promptly cleaning up after the animal.

- (6) Alcoholic beverages are not permitted to be served or consumed on the Amenity Facilities premises, except for pre-approved private parties only.
- (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 on the Amenity Facilities or adjacent areas.
- (9) Only District Staff is allowed in the service areas of the Amenity Facilities.
- (10) Smoking is not permitted at or on the Amenity Facilities, except in designated areas.
- (11) 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 Facility Amenities within District.
- (12) Skateboarding is not allowed on or at any Amenity Facilities, including parking lots.
- (13) 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 at or on the Amenity Facilities.
- (14) The Amenity Facilities shall not be used for commercial purposes without approval of the District's governing Board of Supervisors. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (15) Firearms or any other weapons are prohibited at or on the Amenity Facilities.
- (16) No trespassing is allowed in designated wetland conservation and/or mitigation areas located on District property. Trespassers will be reported to the local authorities.
- (17) 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 the Amenity Facility.
- (18) Outdoor grilling is prohibited at the Amenity Facilities unless at a District pre-approved special event or in a designated area.
- (19) Inflatable equipment, such as bounce houses, is not permitted at the Amenity Facilities unless specifically authorized by the District.

X. INDEMNIFICATION

Each organization, group or individual using or reserving the use of the Amenity Facilities shall indemnify and hold the District, and its officers, employees and agents harmless from any and all

liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, and property damage of any nature, arising out of or in connection with the use of the Amenity Facilities and/or other District property, including attorneys' fees, litigation related costs, and appellate proceedings related thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agents, employees and officers shall not be liable for, and the Patrons shall release all such parties from 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 Patron resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

XI. DAMAGE TO PROPERTY OR PERSONAL INJURY

Any Patron or other person who makes use of the Amenity Facilities for any purpose whatsoever does so at his or her own risk, and shall hold the District, its officers, agents and employees harmless for any and all losses, costs, claims, injuries, damages or liability sustained or resulting from such use.

Patrons are solely responsible for personal property brought onto the Amenity Facilities. The District is not responsible for the loss or damage to any personal property used or brought onto the Amenity Facilities.

All Patrons 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. The District may pursue further legal action and restitution in regard to destruction of Amenity Facility property or equipment. No person shall remove from the room in which it is placed or from the Amenity Facilities any property or furniture belonging to the District or its contractors without proper authorization. Patrons shall be liable for any property damage and/or personal injury caused by them at the Amenity Facilities. The District reserves all legal and equitable remedies for losses due to property damage or personal injury.

XII. POOL RULES

- (1) All Patrons acknowledge that use of the pool is at their own risk. Posted at the District pool will be signage which reads: **"No lifeguard on duty – swim at your own risk."**
- (2) Swimming is permitted only during designated hours, as posted at the pool. Any person swimming during non-posted swimming hours may be suspended from using the facility and possibly all Amenity Facilities. Swimming after dusk is prohibited by the Florida Department of Health. Even during the designated swimming hours, Patrons swim at their own risk while adhering to swimming pool rules. Showers are required before entering the pools. Proper swim attire must be worn in the pool. No jeans or cutoffs will be allowed.

- (3) District pool availability may be limited in order to facilitate proper maintenance of the pool and surrounding area. The pool may be closed for various periods of time for maintenance and to maintain health code regulations. The District reserves the right to authorize all programs and activities at the Amenity Facilities.
- (4) All Residents and Non-Resident Users must use their assigned Access Code to enter the pool area. At any given time, a family may accompany a maximum of two (2) guests per adult present to the swimming pool.
- (5) Children under sixteen (16) years of age must be accompanied by an adult at all times for usage of the pool facilities.
- (6) **Prohibited Behavior and Items.** Diving is strictly prohibited. No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area. No swinging on ladders, fences, or railings is allowed. Loud, profane, or abusive language is absolutely prohibited. No physical or verbal abuse will be tolerated. Pets (with the exception of service animals), bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck area inside the pool gates at any time. Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
- (7) Pool entrances must be kept clear at all times. Pool furniture is not to be removed from the pool area and outside furniture is not to be brought into the pool deck area.
- (8) **No Food, Alcohol or Glass Containers in Pool Area.** Alcoholic beverages are not permitted in the pool area. All coolers and containers are subject to search by District Staff. No food (including chewing gum) is permitted in the pool or on the pool deck area.
- (9) The changing of diapers or clothes is not allowed in the pool area or on the tables. 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.
- (10) **Pool Contamination.** If pool contamination occurs, the pool will be closed for such time as necessary to comply with Florida law. Pool water will be treated to kill the bacteria, if necessary. Any Patron who does pollute or contaminate the pool may be liable for any costs incurred in treating and reopening the pool and may be subject to suspension of privileges, at the District's discretion. Chemicals used in the pool for regular treatment or for contamination cleanup may affect certain hair or fabric colors, or cause minor eye irritation. The District is not responsible for these effects.
- (11) No Patron should use the pool during inclement weather, especially when lightning and thunder is present.

XII. SUSPENSION AND TERMINATION OF PRIVILEGES & APPEAL PROVISIONS

- (1) **Documentation of Violations.** The District Manager or other authorized agent shall record all violations, including repeat violations, on written incident reports, and shall include the date, time, name of the parties involved, and nature of the violation. The report shall be filed {00086188.DOC/}

with or by the District Manager within 24 hours of the incident. The District Manager shall maintain all records in accordance with public record laws. If a Patron subject to a suspension or termination is found on the premises, such Patron may be subject to arrest for trespassing.

(2) A Patron's privileges at the Amenity Facilities may be suspended or terminated for the following non-exhaustive list of violations or behaviors:

- Submitting false information on the application for an Access Code.
- Permitting unauthorized use of an Access Code.
- Exhibiting unsatisfactory behavior or appearance.
- Failing to pay fees or assessments owed to the District in a proper and timely manner.
- Failing to abide by any provision of this Amenity Facility Policy.
- Treating the District Staff, supervisors, contractors, other representatives, or other Patrons in an unreasonable or abusive manner.
- Engaging in conduct that is improper or likely to endanger the welfare, safety or reputation of the District, other Patrons, the Amenity Facility, and/or District Staff.
- Damaging or destroying District property.
- Committing or allegedly committing a crime on District property.

(3) **Suspension of a Patron's Privileges by the District Manager.** The District Manager may at any time suspend a Patron's privileges to use the Amenity Facilities for committing any of the violations listed above, and/or when such action is necessary to protect the health, safety and welfare of other Patrons, or to protect the District's Amenity Facilities from damage. The District Manager shall follow the process below for suspension or termination of a Patron's privileges:

- a. Request the Patron to leave the Amenity Facilities immediately, temporarily suspend the Patron's privileges, and/or call local law enforcement for assistance if the Patron fails to comply with the request.
- b. Such temporary suspension shall be for a maximum of thirty (30) consecutive days.
- c. In determining the length of any suspension, the District Manager, shall take into account the nature of the conduct and any prior violations.

(4) **Appeal of Suspension or Revocation of Privileges by a Patron.**

- a. At least seven (7) days prior to any Board meeting where a longer suspension of Amenity Facility privileges will be considered by the Board, the District shall send written notice to the Patron's last known address informing the Patron of the suspension or revocation of privileges and stating the opportunity for the Patron to appeal the suspension or revocation at the next meeting of the Board.
- b. That Patron may appeal the suspension or revocation of privileges by appearing at the next meeting of the Board.

- c. At that Board meeting, the offending Patron shall be provided reasonable time to present statements and/or evidence and witnesses on the Patron's behalf, subject to any reasonable restrictions imposed by the Board.
- d. The Board shall then determine the appropriate action to be taken by taking into account the evidence, nature of the offense, and any prior violations. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations, including imposing a longer suspension for or permanent termination of a Patron's privileges to use the Amenity Facilities.

XIV. NATURAL AREAS POLICY STATEMENT

The following is the policy statement of the District regarding natural buffers or environmentally sensitive areas located in the District. This policy statement is consistent with the policies of other governments, including Pasco County and the State of Florida, as it relates to natural upland and wetland conservation/preservation areas, and may be amended by the Board from time to time.

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. Any vegetation that dies or is damaged by storms or other "acts of God" is to remain in its existing configuration within these areas to fulfill its 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. The abutting property owner must initially contact the Pasco County Development Review Division or the Southwest Florida Water Management District (SWFWMD) to assess the threat. Any subsequent trimming and/or removal, if warranted/permitted by the appropriate governing entity shall be done at the expense of the abutting property owner. The goal is to prohibit or minimize disturbance to these areas.

In the event that a tree does fall or threatens to 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 alone. Notwithstanding, removal of native vegetation within and immediately surrounding these areas is discouraged and may be restricted or prohibited by Pasco County, and ultimately the Southwest Florida Water Management District (SWFWMD) to protect the upland/wetland area or water body. Ultimately, no one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

Chapel Creek Community Development District

Incident Report

Date of Incident: _____ **Time of Incident:** _____ (am/pm)

Party Involved: _____ **Sex:** Male/Female

Is this person 18 years or older? Yes/No

If not, name of Parent or Guardian: _____

Mailing Address: _____

Was local law enforcement called? Yes/No

Description of what happened (include location):

Names, phone numbers, and addresses of who witnessed the incident:

Immediately Suspended: Yes/No

If yes, the reason: _____

Recommendation: _____

Name of Staff Member writing this report: _____

Signature of Staff Member writing this report: _____

Date: _____

Chapel Creek Community Development District

Non-Resident User Application

Date of Application: _____ Date of Non-Resident User Fee Payment: _____

Mailing Address: _____

Phone Number: _____

Alternate Phone Number: _____

Email Address(es): _____

Total Number of Immediate Family Members: _____

Names of Adult Members: _____

Names of Dependent Children Aged 18-22 and Ages: _____

Number of Minor Children Age 16 or Older: _____

Number of Minor Children Age 15 or Younger: _____

Names of Minor Children and Ages: _____

Emergency Contact Information:

Primary Emergency Contact:

Name(s): _____ Phone Number(s): _____

By executing this application, I agree to abide and be bound by all terms and conditions of the Amenity Facility Policy, including, without limitation, the indemnity and release provisions set forth in the policy, and acknowledge that my use of the District Amenity Facility is at my own risk. I understand and acknowledge that I may access the Amenity Facility Policy online at the District website at any time or may request a paper copy from the District Manager. I further acknowledge that I have read or had the opportunity to read the Amenity Facility Policy prior to signing this agreement.

(signature)

By: _____
(print name)

Tab 7

RESOLUTION 2020-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget

- a.** That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s records office, and hereby approves certain amendments thereto, as shown below.
- b.** That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2019-2020 and/or revised projections for fiscal year 2020-2021.
- c.** That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District’s records office and identified as “The Budget for the Chapel

Creek Community Development District for the Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021”.

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

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2020, and ending September 30, 2021, the sum of \$_____, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

Total General Fund	\$_____
<i>Total Reserve Fund [if Applicable]</i>	\$_____
Total Debt Service Funds	\$_____
Total All Funds*	\$_____

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

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

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

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

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

Passed and Adopted on July 7, 2020.

Attest:

**Chapel Creek Community
Development District**

Secretary/Assistant Secretary

Chairman/Vice Chairman

Exhibit A: FY 2020-2021 Adopted Budget

Tab 8

RESOLUTION 2020-11

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

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

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

WHEREAS, the Board of Supervisors of the District (“**Board**”) hereby determines to undertake various activities described in the District’s adopted budget for fiscal year 2020-2021 attached hereto as **Exhibit A (“FY 2020-2021 Budget”)** and incorporated as a material part of this Resolution by this reference;

WHEREAS, the District must obtain sufficient funds to provide for the activities described in the FY 2020-2021 Budget;

WHEREAS, the provision of the activities described in the FY 2020-2021 Budget is a benefit to lands within the District;

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

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

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

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

WHEREAS, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel’s portion of the FY 2020-2021 Budget

(“O&M Assessments”);

WHEREAS, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments (“**Debt Assessments**”) in the amounts shown in the FY 2020-2021 Budget;

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

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

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

WHEREAS, Clayton Properties Group, Inc. a Tennessee corporation, (“**Developer**”), as the developer of certain lands within the District, has agreed to fund (in addition to its portion of the O/M Assessments) up to \$_____ of the FY 2020-2021 Budget as shown in the revenues line item of the FY 2020-2021 Budget, pursuant to a budget funding agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Benefit from Activities and O&M Assessments. The provision of the activities described in the FY 2020-2021 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2020-2021 Budget and in the Assessment Roll.

Section 2. O&M Assessments Imposition. Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2020-2021 Budget and Assessment Roll. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

Section 3. Collection and Enforcement of District Assessments.

- a. **Uniform Method for certain Debt Assessments and certain O&M Assessments.** The collection of the Debt Assessments and O&M Assessments on certain lands designated for collection using the Uniform Method as described in the Assessment Roll, shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method. All assessments collected by the Tax Collector shall be due, payable, and enforced pursuant to Chapter 197, Florida Statutes.

b. Direct Bill for Certain Debt Assessments.

- i. The Debt Assessments on undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
- ii. Debt Assessments directly collected by the District are due in full on December 1, 2020; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule:
 1. 50% due no later than December 1, 2020
 2. 25% due no later than February 1, 2021
 3. 25% due no later than May 1, 2021
- iii. In the event that a Debt Assessment payment is not made in accordance with the schedule stated above, the whole Debt Assessment – including any remaining partial or deferred payments for Fiscal Year 2020-2021 as well as any future installments of the Debt Assessment – shall immediately become due and payable. Such Debt Assessment shall accrue interest (at the applicable rate of any bonds or other debt instruments secured by the Debt Assessment), statutory penalties in the amount of 1% per month, and all costs of collection and enforcement. Such Debt Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement.
- iv. In the event a Debt Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.

c. Direct Bill for Certain O&M Assessments.

- i. The O&M Assessments on certain lands (as designated for direct collection in the Assessment Roll) will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
- ii. O&M Assessments directly collected by the District are due in full on December 1, 2020; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule:
 1. 50% due no later than December 1, 2020
 2. 25% due no later than February 1, 2021
 3. 25% due no later than April 1, 2021
- iii. In the event that an O&M Assessment payment is not made in accordance with the schedule stated above, the whole O&M Assessment may immediately become due and payable. Such O&M Assessment shall accrue statutory penalties in the amount of 1% per month and all costs of collection and enforcement. Such O&M Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties and costs of collection and enforcement.

- d. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

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

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

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

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

Section 8. Approving the Form of a Budget Funding Agreement with Developer. The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

Section 9. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

Section 10. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on July 7, 2020.

Attested By:

**Chapel Creek Community
Development District**

Secretary/Assistant Secretary

Chair / Vice Chair

Exhibit A: FY 2020-2021 Budget

**Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)
Assessment Lien Roll**

Tab 9

CONTRACT FOR PROFESSIONAL AMENITY SERVICES

DATE: July 1, 2020

BETWEEN: **RIZZETTA AMENITY SERVICES, INC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

AND: **CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT**
5844 Old Paso Road
Wesley Chapel, Florida 33544

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional amenity services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional amenity services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract.

A. STANDARD ON-GOING SERVICES. The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. **Management** - services include professional management and oversight to perform the services outlined in this Contract. These responsibilities include duties associated with managing the personnel, such as recruiting, hiring, training, oversight and evaluation. The Consultant will upon request, attend meetings in person or via phone to provide any updates or address concerns. The Consultant will be available to any board member for open and direct communications regarding any questions they may have;
- ii. **Personnel** - the Consultant shall employee a Pool Monitor that will be assigned to the District. A general description of this position is provided below:

- a) **Pool Monitor:** Shall be employed as a part time, hourly position to oversee the amenity facilities. They are the onsite representative of the Consultant. The Pool Monitor shall have the responsibilities of overseeing the pool and amenity areas along with outside maintenance services, managing resident relations, coordinating with other outside entities as needed, and interacting with the District Manager.

All persons performing the services as generally described above and as more specifically set forth in **Exhibit A** of this Contract, at the amenity facilities, will be employees of the Consultant. Consultant and the District each acknowledge and agree that persons performing services pursuant to this contract are not employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise.

B. RESPONSIBILITIES. A detailed description of these services is provided in **Exhibit A** to this contract.

C. TIME FRAME. The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

- II. **ADDITIONAL SERVICES.** In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to attendance at additional meetings, presentations, and vendor meetings or responses.

If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval of the description and fees for such services to the Consultant.

- III. **LITIGATION SUPPORT SERVICES.** Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.

- IV. **TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Contract are firm and that the Consultant may change the prices only with the District's written consent. All prior agreements between the parties with respect to the subject

matter of this Contract are terminated upon the execution of this Contract.

V. FEES AND EXPENSES; PAYMENT TERMS.

A. FEES AND EXPENSES.

- i. A schedule of fees for the services described in Sections I, II, and III, of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services as soon as may be practicable bi-weekly in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.
- ii. The District agrees to pay Consultant in an amount equal to all Consultant's costs directly related to the personnel of the Consultant providing the services at the amenity facilities including: wages, benefits, applicable payroll-related tax withholdings, workers' compensation, payroll administration and processing, fees for background checks and drug testing.
- iii. Upon the execution of this contract, the District will provide a one-time operating deposit to the Consultant for use in paying salaries and related costs for personnel assigned and providing services to the District. This operating deposit is defined as one month of maximum total services costs.
- iv. Fees for the Standard On-Going Services in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses.
- v. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

- vi. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.
- vii. Fees for services to be billed on an hourly basis will be billed at the Consultant's current hourly rates at the time of the execution of this Contract, as set forth in **Exhibit B**. The hourly rate for the services may be amended from time to time pursuant to the amendment procedure in this Contract and in advance of such proposed change. Consultant's current hourly rates are shown in **Exhibit B** to this Contract. Any proposed change shall indicate the new hourly fee for such services.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services will be billed bi-weekly pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- iii. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses of the Consultant will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VI. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** The Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VII. **NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

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

IX. RESPONSIBILITIES.

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

B. LIMITATIONS OF RESPONSIBILITIES. To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

X. TERMINATION. This Contract may be terminated as follows:

- A.** By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by written notice to Consultant at the address noted herein.
- B.** By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District at the address noted herein.
- C.** By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written notice of termination to the address noted herein.
- D.** Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

XI. GENERAL TERMS AND CONDITIONS.

- A.** All invoices are due and payable within thirty (30) days of invoice date, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes.

Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.

- B. In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Pasco County, Florida.
- E. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- D. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- E. The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- F. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XII. INDEMNIFICATION.

A. DISTRICT INDEMNIFICATION. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

CONSULTANT INDEMNIFICATION. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to

the negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

- B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIII. INSURANCE.

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
- i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
 - vi.** Commercial Crime insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable

insurance carrier, licensed to conduct business in the State of Florida.

- D. If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

XIV. ASSIGNMENT. Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.

XV. COMPLIANCE WITH PUBLIC RECORDS LAWS. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

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

If to the District: Chapel Creek Community
Development District
5844 Old Pasco Road
Wesley Chapel, FL 33544
Attn: District Manager

With a copy to: Straley Robin & Vericker
1510 W. Cleveland Street
Tampa, FL 33606
Attn: District Counsel

If to the Consultant: Rizzetta Amenity Service, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Except as otherwise provided in this Contract, 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 Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, 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.

- XVII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XVIII. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XIX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibit A**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.
- XX. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights

from interference by a third party to this Contract.

- XXI. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant 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 Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXIII. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXIV. COUNTERPARTS.** This Contract 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.
- XXV. EXPENSES RELATED TO FACILITY.** All purchases will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law.
- XXVI. FACILITY REVENUE.** The Consultant will remit any gross revenue derived from income generating services and programs to the District on a monthly basis, which revenue will be used to defray the operations and maintenance costs of the amenity facilities. The Consultant shall keep close accounting of all revenue and expenditures.

- XXVII. TAX EXEMPT STATUS.** The parties agree that the amenity facilities will be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the amenity facilities will be remitted to the District and used to defray the public expense associated with operating and maintaining the amenity facilities consistent with the terms of this contract. The District agrees to pay any applicable ad valorem taxes.
- XXVIII. NON-COMPETITION.** The District agrees for a period of one (1) year, from the termination or expiration of this contract, not to directly or indirectly solicit, employ, or contract with any individual employed by the Consultant in a managerial position at the amenity facilities.

(Remainder of this page is left blank intentionally)

Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA AMENITY SERVICES, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

WITNESS: _____

Witness

Print Name of Witness

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST:

Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

Exhibit A – Scope of Services
Exhibit B – Schedule of Fees

EXHIBIT A
Scope of Services

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

MANAGEMENT:

- A. Provide professional management and oversight to perform the services outlined in this contract.
- B. Upon request, attend meetings in person or via phone to provide any updates or address concerns.
- C. Be available to any board member for open and direct communications regarding any questions they may have.
- D. Managing the recruiting, hiring, training, oversight and evaluation of personnel.

PERSONNEL:

- A. The Consultant shall employ a Pool Monitor that will be assigned to the District. A general description of this position is provided below:
 - a) Pool Monitor: Shall be employed as a part time, hourly position to oversee the amenity facilities and pool area. They are the onsite representative of the Consultant.

RESPONSIBILITIES:

The onsite management personnel will be responsible for the following services, a detailed description of these services is provided below:

- Ensure a presentable overall appearance of the pool area.
- Check Resident access cards.
- Monitor the guest and visitor policies.
- Full knowledge/awareness of all rules and regulations of the amenities. Including but not limited to operational hours, age restrictions and food / drink restrictions.
- Enforce the rules and regulations of the facility.
- Interaction with residents and guests on a day-to-day basis.
- Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
- Prepare any incident or accident reports and forward them appropriately.
- Empty trash receptacles.
- Restock paper products on restrooms.
- Sweeping the restrooms and foyer.
- Straiten chairs on pool deck.

- Register all pool facility users. Report all vandalism or damaged property to District Manager immediately.
- Contact the District Manager with any maintenance issues.

EXHIBIT B
Schedule of Fees

Standard On-Going Services will be billed bi-weekly, payable pursuant to the following schedule for the period of **July 1, 2020 to September 30, 2020**:

SERVICES (July 1, 2020 to September 30, 2020):

Part Time Personnel (29 hours per week)

-Pool Monitor

	ANUALLY
Budgeted Personnel Total (1)	\$ 7,241.00
General Management and Oversight (2)	\$ 2,100.00
Total Services Costs:	\$ 9,341.00

Operating Deposit (One-time fee) (3)	\$ 2,769.09
Total Services Costs with Deposit:	\$ 12,110.09

(1). These budgeted costs reflect full personnel levels required to perform the services outlined in this contract. Personnel costs includes: All direct costs related to the personnel for wages, benefits (Full Time only), applicable payroll-related taxes, workers' compensation, payroll administration and processing, background checks and drug testing.

(2). General Management and Oversight: The costs associated with Rizzetta Amenity Services, Inc.'s expertise and time in the implementation of the day to day scope of services, management oversight, hiring, and training of staff.

(3). Operating Deposit: A one-time deposit required for use in paying salaries and related costs for personnel assigned and providing services to the District. This operating deposit is defined as one month of maximum total services costs.

Standard On-Going Services will be billed bi-weekly, payable pursuant to the following schedule for the period of **October 1, 2020 to September 30, 2021**:

SERVICES (October 1, 2020 to September 30, 2021):

Part Time Personnel (29 hours per week)

-Pool Monitor

	ANUALLY
Budgeted Personnel Total (1)	\$ 26,892.65
General Management and Oversight (2)	\$ 8,400.00
<hr/>	
Total Services Costs:	\$ 35,292.65

(1). These budgeted costs reflect full personnel levels required to perform the services outlined in this contract. Personnel costs includes: All direct costs related to the personnel for wages, benefits (Full Time only), applicable payroll-related taxes, workers' compensation, payroll administration and processing, background checks and drug testing.

(2). General Management and Oversight: The costs associated with Rizzetta Amenity Services, Inc.'s expertise and time in the implementation of the day to day scope of services, management oversight, hiring, and training of staff.

(3). Operating Deposit: A one-time deposit required for use in paying salaries and related costs for personnel assigned and providing services to the District. This operating deposit is defined as one month of maximum total services costs.

The District shall be responsible for any of the following costs associated with the operation of the amenity facilities:

Uniforms: Personnel shall wear community specific shirts provided by the District if required.

Cell Phone: Management personnel shall require a cell phone or a cell phone allowance. This phone will also be used as the contact number for the District for after hour emergencies.

Office Equipment: Personnel will require a dedicated computer, printer and a digital camera as well as convenient access to an onsite copier and fax machine, provided by the District.

Mileage Reimbursement: Personnel shall receive mileage reimbursement incurred while performing the District's responsibilities when using a personal vehicle. Mileage shall be reimbursed at the rate approved by the Internal Revenue Service.

ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support services will be billed hourly pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Principal	\$300.00
Vice President	\$250.00
Chief Financial Officer	\$250.00
Director	\$225.00
Regional District Manager	\$200.00
Regional Licensed Community Association Manager	\$200.00
Financial Services Manager	\$200.00
Accounting Manager	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Supervisor, Field Services	\$175.00
Clubhouse Manager	\$175.00
Financial Analyst	\$150.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Field Services Manager	\$125.00
Community Association Coordinator	\$100.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Accounting Clerk	\$ 85.00
Administrative Assistant	\$ 85.00

Tab 10

RESOLUTION 2020-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chapel Creek 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 Pasco County, Florida; and

WHEREAS, the District’s Board of Supervisors (hereinafter the “Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Community Affairs, a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit “A”.

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District’s Secretary is hereby directed to file annually, with Pasco County, a schedule of the District’s regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 7th DAY OF JULY 2020.

**CHAPEL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

EXHIBIT “A”
BOARD OF SUPERVISORS MEETING DATES
CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2020/2021

October 6, 2020

November 3, 2020

December 1, 2020* 5:00 p.m.

January 5, 2021

February 2, 2021

March 2, 2021

April 6, 2021

May 11, 2021

June 1, 2021

July 6, 2021

August 3, 2021* 5:00 p.m.

September 7, 2021

The meetings will convene at 11:00 a.m. (except for the months with * which will be held at 5:00 p.m.) at the offices of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544