



Rizzetta & Company

Chapel Creek Community Development District

Board of Supervisors' Special Meeting August 4, 2020

<https://zoom.us/j/6015680675/> Meeting ID: 6015680675

Audio Only +19292056099,,6015680675# US (New York)

www.chapelcreekcdd.org

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

Board of Supervisors	Brian Walsh	Chairman
	Bob Bishop	Vice Chairman
	Milton Andrade	Assistant Secretary
	John Blakley	Assistant Secretary
	Garret Parkinson	Assistant Secretary
District Manager	Lynn Hayes	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

July 27, 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, August 4, 2020 at 11:00 a.m.** at either the Offices of Rizzetta & Co., Inc, located at 5844 Old Pasco Rd., Suite 100, Wesley Chapel, FL 33544 or by means of communications media technology telephone pursuant to Executive Orders 20-52 and 20-150. The following is the tentative agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Professional Amenity Services Contract.....Tab 1
 - B. Presentation of Aquatic Inspection Report
 - C. Consideration of Aquagenix Agreement for Pond Maintenance.... Tab 2
 - D. Discussion of Upcoming Elections
 1. Consideration of Resolution 2020-13 Declaring Vacancies... Tab 3
 2. Consideration of Resolution 2020-14 Setting Date for Landowners Election..... Tab 4
 - E. Consideration and Acceptance: Bill of Sale and Special Warranty Deed for the Amenities Center and Land Improvements.....Tab 5
 1. Bill of Sale for Amenities Center and Related Facilities
 2. Special Warranty Deed from Developer to District (Amenity Center and other Related Facilities)
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting held on July 7, 2020..... Tab 6
 - B. Consideration of Operation and Maintenance Expenditures for June 2020..... Tab 7
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

Sincerely,
Lynn Hayes
Lynn Hayes
District Manager

Tab 1

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 2

AQUATIC MANAGEMENT AGREEMENT

This Aquatic Management Agreement (the "**Agreement**") is entered into as of August 28, 2020, between the **Chapel Creek Community Development District** (the "**District**") and **Aquagenix**, a DBi Services Company (the "**Contractor**").

BACKGROUND INFORMATION

The District is responsible for the operation and maintenance of the ponds within the boundaries of the District. The Contractor provides pond monitoring and maintenance services and the District desires to retain the Contractor to provide pond monitoring and maintenance services on the terms provided for in this Agreement.

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

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated herein as a material part of this Agreement.
2. **Term of this Agreement.** The initial term of this Agreement shall be for one (1) year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for the same term as the initial term, until terminated by either party pursuant to the termination provision below.
3. **Termination.** Either party may terminate this Agreement, without cause, with thirty (30) days after written notice by Registered Mail, return receipt requested, to the other party. Upon termination of this Agreement, Contractor will cease performance of the work, and make every reasonable effort to procure cancellation of all existing orders for materials. The Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
4. **Scope of Services.** The Contractor shall perform the specific water management services described in **Exhibit A** attached hereto for the District's ponds identified therein.
5. **Compensation.** The District agrees to compensate the Contractor for the work described above in the amount of ~~\$755~~ per month. Each month the Contractor shall submit an invoice for the work performed the previous month. The District shall pay the Contractor within thirty (30) days of receipt of the invoice.
6. **Additional Services.** When authorized in advance, in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation shall be agreed upon in a change order or other written proposal prior to the work commencing.
7. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitment for or on behalf of the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment

\$775/month
see exhibit
"A"
Jael Madrid

and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

8. Responsibilities of the Contractor.

- I. The work to be performed shall include all labor, materials, equipment, and transportation necessary to perform the services described in Exhibit "A". At the conclusion of the work, the Contractor shall dispose of any waste material at an off-site waste disposal facility.
- II. All permits necessary for the work performed under this Agreement shall be paid for and obtained by the Contractor. The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services provided hereunder. Contractor shall be responsible for any fines or penalties assessed against District as a result of Contractor's work.
- III. The Contractor shall carry commercial general liability insurance and automobile insurance with coverage of not less than \$1,000,000. The Contractor shall deliver to the District proof of insurance evidencing the required coverage amount and naming the District as "Additional Insured" under the policy. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law. Any subcontractor retained by the Contractor shall maintain the same types of insurance coverage
- IV. Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees ("**Indemnified Parties**") harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising as a result of the negligence or intentional acts of Contractor ("**Liabilities**"), including litigation and appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the Districts limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor shall acknowledge the same in writing. Obligations under this section for payment of Liabilities shall include all costs for arbitration and/or mediation, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal or in bankruptcy proceedings). This provision shall survive the expiration or earlier termination of this Agreement.
- V. The Contractor assumes liability for all damage to work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the District and notwithstanding the fact that partial payments, if any, may have been made during the progress of the work. The Contractor shall be responsible for any damage caused by Contractor's negligence.

9. **Responsibilities of the District.** The District shall inform Contractor of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. The District agrees to provide Contractor with copies of mitigation permits, site plans, and plant species relating to contracted work areas.

10. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

11. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

12. Public Records. As required under Section 119, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the contract and 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 the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 533-2950 OR BY EMAIL AT LHAYES@RIZZETTA.COM, OR BY REGULAR MAIL TO: C/O RIZZETTA & COMPANY, 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FLORIDA 33544, ATTN: DISTRICT MANAGER.

13. Controlling Law. This Agreement shall be governed under the laws of the State of Florida, with venue in the county in which the District is located in.

14. Enforcement of Agreement. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused

by fire, floods, strikes, riots, war, acts of God, material unavailability, governmental order and/or regulations. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

15. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
16. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
17. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
18. **Notice.** In the event that the Contractor or the District undergoes a change in address, notification to the other party shall be made by first class mail. Written instructions including the new address and telephone number will be enclosed in the notification. Contractor shall notify the District in writing of any water use restrictions or pertinent information after treatment, and for all other purposes relevant to this Agreement. All notices must be in writing to the addresses listed below or via email:

To the District:

c/o Rizzetta & Company, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
Attn: District Manager

With a copy to:

Straley Robin Vericker
1510 W. Cleveland St.
Tampa, Florida 33606
Attn: Tracy J. Robin

To the Contractor:

Aquagenix, a DBi Services Company
5539 River Gulf Road
Port Richey, FL 34668
Attn: Joel Morris

Aquagenix
100 N. Conahan Drive
Hazelton, PA 18201

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
20. **Entire Agreement.** This Agreement contains the entire agreement and neither party may rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that the provisions of this Agreement conflict with any provision set forth in Exhibit "A", the provisions in this Agreement shall at all times be and remain controlling.

DBI Services LLC
d/b/a Aquagenix

By: Joel Morris
Name: Joel Morris
Title: Business Development
Manager

Chapel Creek
Community Development District

By: _____
Name: _____
Chair of the Board of Supervisors

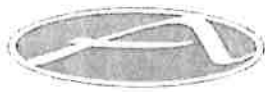


EXHIBIT "A"

Aquagenix

A D B I SERVICES COMPANY

MANAGING YOUR ENVIRONMENTAL NEEDS

AQUATIC MANAGEMENT AGREEMENT

This agreement, proposal #117701 dated 6/15/2020, is made between AQUAGENIX and CUSTOMER:

Stonebridge at Chapel Creek
12750 Citrus Park Lane, #115
Tampa, FL 33625 (813) 933-5571

Both CUSTOMER and AQUAGENIX agree to the following terms and conditions:

1. General Conditions:

AQUAGENIX will provide aquatic management services on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement at the following aquatic site(s):

(14) Ponds (2) Flood Comp Areas located in

2. Contract Term:

The term of this Agreement shall be 12 Month(s) or as otherwise provided by Contract Addendum.

3. Contract Services:

CUSTOMER agrees to pay Aquagenix the following amounts during the term of this Agreement for these specific water management services.

Copper Sulfate for Algae Control	Included
Aquatic Consulting	Included
Grass Control	Included
Perimeter Grass & Weed Control (upward of water to normal mean water level)	Included

Total Annual Program Investment	Annual: \$9,300.00	Monthly: \$775.00
---------------------------------	--------------------	-------------------

12 inspections per Year with treatment as necessary

**Triploid Grass Carp stocking subject to required approval of Fish Wildlife Conservation Commission

Scheduled Visits

January 1	February 1	March 1	April 1	May 1	June 1
July 1	August 1	September 1	October 1	November 1	December 1

4. Starting Date:

The starting day of this Agreement is the first day of the month in which services are first provided without regard to the actual days unless otherwise agreed to in writing, by both parties. Services shall be continuous without interruption.

5. Schedule of Payment:

\$775.00 shall be due and payable upon execution of this Agreement; the balance shall be payable in advance as outlined in Paragraph 3 above. CUSTOMER agrees to pay Aquagenix within thirty (30) days after date of invoice at Aquagenix's home office. Failure to pay any amount when due shall constitute a default under this Agreement.

6. Limited Offer:

The offer contained in this Agreement is valid for thirty (30) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.

7. Safety:

Aquagenix agrees to use specialized equipment and products, which in its sole discretion, will provide safe and effective results for the specific site(s).

8. Address Change:

In the event that AQUAGENIX or CUSTOMER undergoes a change in address, notification to the other party shall be made by first class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

9. Termination Procedure:

This Agreement may be terminated by either party with sixty (60) days written notice. Notification must be sent by certified mail, return receipt requested, to Aquagenix, 100 N Conahan Dr, Hazleton, PA 18201. Aquagenix reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products.

- a. "Date of Termination" will be defined as: two (2) months after the last day of the month in which "Notice of Cancellation" was received by Aquagenix in accordance with Paragraphs 9b and 9c.
- b. In the event that your account is not settled in full at the same time as your cancellation letter is received, Aquagenix will continue to bill you until the contract expires. Settlement in full includes payment for one months service after the end of the month in which the cancellation letter is received by Aquagenix.
- c. Payment in full shall be defined as payment to Aquagenix through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 9a and 9b.

10. Insurance:

Aquagenix agrees to maintain, at its sole expense, the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

11. Automatic Renewal:

Unless other-wise agreed upon by both parties, this Agreement shall automatically renew for a term equal to its original term, unless a "Notice of Cancellation" has been received as outlined in Paragraph 9. The contract amount may be adjusted at a rate of 4% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

12. Default:

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that Aquagenix may at its sole discretion seek any or all of the following remedies:

- a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage.
- b. Imposition of "Collections Charge" for monies due. If this action is deemed necessary, in the sole judgement of Aquagenix, CUSTOMER agrees to pay Aquagenix's reasonable attorney fees (including those on appeal), court costs, collection costs and all other expenses incurred by Aquagenix resulting from this collection activity.
- c. Filing of a mechanics lien on property for all monies due plus interest, costs and attorneys fees.

13. Addenda:

- a. Water testing and bacteria monitoring shall be conducted at the sole discretion of Aquagenix for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Work as requested by CUSTOMER such as trash clean-up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra work will be invoiced separately at our current hourly equipment and labor rates.

14. Contract Documents:

This Agreement constitutes the entire Agreement of Aquagenix and the CUSTOMER. In the event that any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both Aquagenix and CUSTOMER.

Joel Morris
AQUAGENIX
Joel Morris
PRINT NAME
6/16/2020
DATE

CUSTOMER

PRINT NAME

DATE

Waterway Survey Chart

6/16/2020 11:40 AM

Customer Name Stonebridge at Chapel Creek

Inspection Date	Waterway Number	Average Depth (In Feet Deep)	Surface Cover (In Acres)	Perimeter (Linear Feet)
6/15/2020	Pond #1		2.39	1,453.00
5/26/2020	Pond #2		0.81	747.00
	Pond #4A		1.30	1,390.00
	Pond #4B		0.48	729.00
	Pond #5		1.91	1,284.00
	Pond #6		1.28	1,637.00
	Pond #7		0.61	782.00
	Pond #9		0.88	978.00
	Pond #10		2.22	1,475.00
	Pond #11		0.98	945.00
	Pond #13A		4.00	2,174.00
6/15/2020	Pond #13B		0.37	612.00
	Pond #14		1.26	952.00
	Pond #16		0.80	827.00
	Flood Comp Area #1		0.29	466.00
	Flood Comp Area #2		0.36	544.00
16 Waterways for Stonebridge at Chapel Creek			19.94	16,995.00

Tab 3

RESOLUTION 2020-13

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT DECLARING VACANCIES IN SEAT 1 AND SEAT 2 ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, on November 3, 2020, two (2) members of the Board of Supervisors (“**Board**”) are to be elected by “**Qualified Electors**,” as that term is defined in Section 190.003, *Florida Statutes*; and

WHEREAS, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

WHEREAS, at the close of the qualifying period, no one qualified to run for Seat 1 or Seat 2; and

WHEREAS, pursuant to Section 190.006(3)(b), *Florida Statutes*, the Board shall declare Seat 1 and Seat 2 vacant, effective the second Tuesday following the general election; and

WHEREAS, a Qualified Elector is to be appointed to a vacant seat within 90 days thereafter; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring that Seat 1 and Seat 2 will become vacant and open for appointment.

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

SECTION 1. The following seats are hereby declared vacant effective as of November 17, 2020:

Seat #1 (currently held by John Blakely)
Seat #2 (currently held by Bob Bishop)

SECTION 2. Until such time as the District Board nominates a Qualified Elector to fill the vacancy declared in Section 1 above, the incumbent Board Supervisor of that seat shall remain in office.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 4th day of August 2020.

ATTEST:

**CHAPEL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Tab 4

RESOLUTION 2020-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapel Creek Community Development District ("**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, Florida; and

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the District pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.

Seat 3, currently held by Milton Andrade, is subject to election by landowners in November 2020. The candidate receiving the highest number of votes shall be elected for a term of four (4) years.

2. LANDOWNER'S ELECTION. In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held in November on a date established by the Board. The Board hereby sets the landowner's election to occur on November _____ 2020 at _____ a/p.m., at _____.

3. PUBLICATION. The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. FORMS. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its August 4, 2020 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at _____, or at the office of the District Manager, Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, Ph: (813) 994-1001.

5. **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.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 4TH DAY OF AUGUST, 2020.

**CHAPEL CREEK COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

CHAIRMAN / VICE CHAIRMAN

SECRETARY / ASST. SECRETARY

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Chapel Creek Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 139.702 acres, generally located north of Eiland Boulevard, east of Handcart Road, south of undeveloped lands and west of Twin Bridges Drive, and in Pasco County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November _____, 2020
TIME: _____
PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, Ph: (813) 994-1001 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone. *Interested persons should visit the District's Website _____, prior to the meeting date for updated information on attendance requirements for the meetings due to the COVID-19 pandemic.*

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

Matthew Huber
District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14

{ 00088113.DOCX/ }

DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: _____, November _____, 2020

TIME: _____ .M.

LOCATION:

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER ____, 2020**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Chapel Creek Community Development District to be held at _____, on _____, at _____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER _____, 2020

For Election (1 Supervisor): The candidate receiving the next highest number of votes will receive a four (4) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Chapel Creek Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5 f		

Date: _____

Signed: _____

Printed Name: _____

Tab 5

Exhibit A

BILL OF SALE

New Chapel Creek, LLC, a Florida limited liability company, (the “**Seller**”), for and in consideration of the sum of \$1.00 and other good and valuable consideration to it in hand paid, at or before the ensealing and delivery of these presents to the **Chapel Creek Community Development District** (the “**Purchaser**”), the receipt and sufficiency whereof is hereby acknowledged, has transferred and conveyed and by these presents does quitclaim, release, transfer and convey unto the Purchaser, and its successors and assigns, all of Seller’s right, title and interest in and to the personal property and improvements located on the parcel of land in Pasco County, Florida, described in **Exhibit A** (the “**Property**”) attached hereto, including but not limited to the personal property and improvements for the pool, cabana, tot lot, playground, dog park, mail kiosk and parking lot (“**Amenity Improvements**”),

TO HAVE AND TO HOLD, the same unto Purchaser, and its successors and assigns, forever.

Seller hereby assigns to the Purchaser all or any remaining portion of any contractor's standard warranty for contractor’s work on Amenity Improvements against defects in materials, equipment, or construction. Notwithstanding such assignment, the Seller shall cause all contractors to warrant their work on Amenity Improvements is free of defects in materials, equipment, or construction for a period of one year from completion of their work on Amenity Improvements.

Seller covenants with the Purchaser that Seller is the lawful owner of the Amenity Improvements and that Seller have good right to sell and convey the same. Seller further warrants that the title to the Amenity Improvements is free and clear of all claims, liens, and encumbrances of any nature or kind.

IN WITNESS WHEREOF, Seller has signed this instrument as of the _____ day of August, 2020.

New Chapel Creek, LLC

By: _____
Name: _____
Title: _____

Exhibit B

Consideration: None
Documentary Stamp Tax: \$0.70

**Prepared by and
when recorded return to:**

Tracy J. Robin, Esq.
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606

Parcel ID: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of August ____, 2020, by **New Chapel Creek, LLC**, a Florida limited liability company (“**Grantor**”), whose mailing address is 3014 W. Palmira Avenue, Suite 301, Tampa, Florida 33629, in favor of the **Chapel Creek Community Development District**, a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (“**Grantee**”), whose mailing address is c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever land in Pasco County, Florida, described in **Exhibit A** attached hereto and incorporated herein by this reference (“**Property**”).

TOGETHER, with all appurtenances thereunto appertaining, and all fixtures and improvements located thereon.

TO HAVE AND TO HOLD, the same in fee simple forever.

Subject to easements, covenants, conditions, restrictions and other matters of record, Grantor warrants that Grantor is seized of the Property in fee simple; the Property is free from all liens and encumbrances except real estate taxes for the current year; and Grantor will warrant and defend title to the Property against the lawful claims and demands of all persons claiming by, through or under Grantor, but not against the claims of any others.

THIS PROPERTY CONSISTS OF GOVERNMENTAL COMMON AREA AND NO CONSIDERATION WAS PAID FOR THIS TRANSFER.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first above written.

Witnesses:

New Chapel Creek, LLC

(Witness 1 – Signature)

By:_____

Name:_____

Title:_____

(Witness 1 – Printed Name)

(Witness 2 – Signature)

(Witness 2 – Printed Name)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on August ____, 2020, by _____ as _____ of New Chapel Creek, LLC, a Florida limited liability company, on behalf of the company, ☐ who is personally known to me or ☐ who has produced _____ as identification.

Notary Public Signature

Notary Seal

Tab 6

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 regular meeting of the Board of Supervisors of the Chapel Creek Community Development District was held on **Thursday, July 7, 2020 at 11:03 a.m.** via conference call pursuant to Governor DeSantis' Executive Order 20-69 (as extended by Executive Order 20-112)

Present and constituting a quorum:

Bob Bishop	Board Supervisor, Vice Chairman
Milton Andrade	Board Supervisor, Assistant Secretary
Brian Walsh	Board Supervisor, Assistant Secretary
John Blakely	Board Supervisor, Assistant Secretary
Garrett Parkinson	Board Supervisor (<i>Joined the Board after Sworn in</i>)

Also present were:

Lynn Hayes	District Manager, Rizzetta & Company, Inc.
Tracy Robin	District Counsel, Straley Robin Vericker
Tonja Stewart	District Engineer, Stantec Consulting
Scott Brizendine	Finance Manager, Rizzetta & Company, Inc.
Greg Cox	District Manager, Rizzetta & Company, Inc.
Greg Gruhl	Director, RASI
Taylor Nielsen	District Manager, Rizzetta & Company, Inc.
Scott Smith	Regional Manager, RASI
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Mr. Cox called the meeting to order and confirming there was a quorum.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments put forward at this time.

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT

July 7, 2020 Minutes of Meeting

Page 2

THIRD ORDER OF BUSINESS

**Consideration of the Resignation of
Mr. Chip Jones**

Mr. Cox presented the resignation of Mr. Chip Jones to the Board from seat # 5 with the term thru 11/2022.

On a Motion by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Board of Supervisors accepted the resignation of Mr. Jones, for Chapel Creek Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of Appointment of
Replacement Supervisor**

Mr. Cox informed the Board that they were authorized to appoint a replacement to fill the vacant seat.

On a Motion by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Board of Supervisors appointed Garrett Parkinson as Board Supervisor, for Chapel Creek Community Development District.

Mr. Cox administered the Oath of Office to Garrett Parkinson. He also sought and received confirmation that Mr. Parkinson would accept compensation for his service as authorized.

Mr. Robin briefly reviewed the Form 1 and Sunshine Law requirements for Mr. Parkinson. A brief discussion was held regarding the importance of maintaining separate email accounts for personal and district business.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2020-08;
Designating Officers of the District**

Mr. Cox informed the Board that was now necessary to re-designate the officers of the District and asked for a nomination for Chairman. Brian Walsh was nominated for Chairman, Bob Bishop for Vice Chairman with the remaining supervisors being Assistant Secretaries. He noted that Lynn Hayes as District Manager would also serve as an Assistant Secretary for signatory purposes.

On a Motion by Mr. Bishop, seconded by Mr. Walsh, with all in favor, the Board of Supervisors approved the adoption of Resolution 2020-08; designating Brian Walsh as Chairman, Bob Bishop as Vice Chairman and Garrett Parkinson, Milton Andrade, John Blakey, and Lynn Hayes as Assistant Secretaries, for Chapel Creek Community Development District.

SIXTH ORDER OF BUSINESS

Public Hearing on Fiscal Year 2020-2021 Final Budget

Mr. Cox asked for the motion to open the public hearing.

On a Motion by Mr. Blakley, seconded by Mr. Bishop, with all in favor, the Board of Supervisors opened the public hearing on fiscal year 2020-2021 final budget, for Chapel Creek Community Development District.

Mr. Cox reviewed the approved proposed budget and opened the floor for any questions or comments on the budget. Hearing none he asked for motion to close public hearing.

On a Motion by Mr. Walsh, seconded by Mr. Bishop, with all in favor, the Board of Supervisors closed the public hearing on fiscal year 2020-2021 final budget, for Chapel Creek Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2020-10; Adopting Fiscal Year 2020-2021 Final Budget

Mr. Cox presented Resolution 2020-10 and noted that it includes a budget increase of \$72,133 over the current year. Following a brief discussion Mr. Cox asked for a motion to adopt the resolution with the budget.

On a Motion by Mr. Walsh, seconded by Mr. Blakley, with all in favor, the Board of Supervisors approved Resolution 2020-10; Adopting Fiscal Year 2020-2021 proposed budget, for Chapel Creek Community Development District.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2020-11; Certifying an Assessment Roll and Imposing Assessments

On a Motion by Mr. Bishop, seconded by Mr. Walsh, with all in favor, the Board of Supervisors approved to adopt Resolution 2020-11 Certifying an Assessment Roll and levying assessments to fund fiscal year 2020-2021 budget, for Chapel Creek Community Development District.

NINTH ORDER OF BUSINESS

Consideration of FY 2020-2021 Budget Funding Agreement

Mr. Cox noted that a portion of the budget would be funded by the presented funding agreement between Clayton Properties Group, Inc. and the District and requested approval from the Board.

On a Motion by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Board of Supervisors approved the FY 2020-2021 budget funding agreement between Clayton Properties Inc, and the District, for Chapel Creek Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-09;
Adopting Amenity Rules**

Mr. Cox stated that a public hearing on adopting amenity policies was held on June 2, 2020 but no formal action to approve the rules was taken at that time.

On a Motion by Mr. Walsh, seconded by Mr. Blakley, with all in favor, the Board of Supervisors approved to adopt Resolution 2020-09 Adopting Amenity Rules, for Chapel Creek Community Development District.

ELEVENTH ORDER OF BUSINESS

**Consideration of Professional Amenity
Services Contract**

Scott Smith, with Rizzetta Amenity Services, Inc. provided details of the proposed services contract. Mr. Walsh indicated that the District was not ready to enter into an agreement at this time as the amenities have not yet been turned over to the District.

Mr. Robins discussed the Amenities opening requirements based on the COVID-19 pandemic. Mr. Blakley requested the Districts' Insurance providers requirements for reopening amenities under Phase 2 Executive Order issued by the Governor DeSantis.

It was decided to continue discussions until the next scheduled Board meeting.

TWELEFTH ORDER OF BUSINESS

**Presentation of Solitude Aquatic
Inspection Report**

The Board reviewed the aquatic inspection report from Solitude Aquatics and a brief discussion was held regarding the inspection and the services provided

THIRTEENTH ORDER OF BUSINESS

Consideration of Aquatic Proposals

Mr. Cox reviewed the 3 proposals received from service providers for aquatic maintenance. The Board indicated their desire to enter into an agreement with Aquagenix with an annual fee of \$9,300 or \$775 monthly for 14 waterways currently within district boundaries.

On a Motion by Mr. Andrade, seconded by Mr. Walsh, with all in favor, the Board of Supervisors approved the Aquagenix proposal for pond maintenance services, for Chapel Creek Community Development District.

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT

July 7, 2020 Minutes of Meeting

Page 5

FOURTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-12,
Setting Fiscal Year 2020-2021 Meeting
Schedule**

Mr. Cox presented Resolution 2020-12 noting the that schedule the Board to meeting the 1st Tuesday of the month at 11:00 a.m. with 2 evening meetings at 5:00 p.m. in December and August. The meeting will continue to be held at Rizzetta & Co, 5844 Old Pasco Rd., Ste 100, Wesley Chapel, FL 33544.

On a Motion by Mr. Walsh, seconded by Mr. Blakley, with all in favor, the Board of Supervisors approved to adopt Resolution 2020-12, adopting the FY 2020-2021 meeting schedule, as presented, for Chapel Creek Community Development District.

FIFTHTEENTH ORDER OF BUSINESS

**Ratification of Fiscal Year 2018-2019
Financial Audit**

Mr. Cox informed the Board that due to filing deadlines for the 2018-2019 audit. staff sought and received audit approval from Mr. Jones, Chairman. He explained that the audit contains the same issue with the SPE as in prior years.

On a Motion by Mr. Blakley, seconded by Mr. Bishop, with all in favor, the Board of Supervisors approved to ratify the Chairman's approval of the FY 2018-2019 financial audit report, for Chapel Creek Community Development District.

SIXTEENTH ORDER OF BUSINESS

**Consideration of minutes of the Board
of Supervisors' meeting held on June
18, 2020**

Mr. Cox presented the minutes and requested if there were any amendments necessary. There were none.

On a Motion by Mr. Bishop, seconded by Mr. Andrade, with all in favor, the Board of Supervisors approved the minutes from the Board of Supervisors meeting held on June 18, 2020, for Chapel Creek Community Development District.

SEVENTEENTH ORDER OF BUSINESS

**Consideration of Operation and
Maintenance Expenditures for May
2020**

On a Motion by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Board of Supervisors approve to ratify payment of the invoices in the May 2020 Operations and Maintenance Expenditures report, for Chapel Creek Community Development District.

EIGHTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No Report

B. District Engineer

Ms. Stewart explained she would be monitoring items noted in the recent pond report.

C. District Manager

Mr. Cox stated that the next regular meeting was scheduled for Tuesday August 4, 2020 at 11:00 a.m.

NINETEENTH ORDER OF BUSINESS

Supervisor Requests

There were no Supervisor requests.

TWENTETH ORDER OF BUSINESS

Adjournment

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

<p>On a Motion by Mr. Walsh, seconded by Mr. Blakley, with all in favor, the Board of Supervisors approved to adjourn the meeting at 11:46 a.m., for Chapel Creek Community Development District.</p>

Assistant Secretary

Chairman/Vice Chairman

Tab 7

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures June 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2020 through June 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$27,535.87**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Chapel Creek Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2020 Through June 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Brian Walsh	001852	BW052720	Board of Supervisors Meeting 05/27/20	\$ 200.00
Brian Walsh	001841	BW060220	Board of Supervisors Meeting 06/02/20	\$ 200.00
Brian Walsh	001861	BW061820	Board of Supervisors Meeting 06/18/20	\$ 200.00
Dale S. Jones Jr.	001846	CJ052720	Board of Supervisors Meeting 05/27/20	\$ 200.00
Dale S. Jones Jr.	001838	CJ060220	Board of Supervisors Meeting 06/02/20	\$ 200.00
Dale S. Jones Jr.	001857	CJ061820	Board of Supervisors Meeting 06/18/20	\$ 200.00
Duke Energy	001853	Duke Summary 05/20	Duke Energy Summary 05/20	\$ 850.77
Himes Electric Company, Inc.	001845	21589	Restored Power To The Street Lights 06/20	\$ 840.07
John C. Blakely	001844	JB052720	Board of Supervisors Meeting 05/27/20	\$ 200.00
John C. Blakely	001837	JB060220	Board of Supervisors Meeting 06/02/20	\$ 200.00
John C. Blakely	001856	JB061820	Board of Supervisors Meeting 06/18/20	\$ 200.00
K Johnson's Lawn & Landscaping, Inc.	001847	17034	Monthly Landscape Maintenance 04/20	\$ 6,146.00
K Johnson's Lawn & Landscaping, Inc.	001858	17147	Monthly Landscape Maintenance 06/20	\$ 6,146.00

Chapel Creek Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2020 Through June 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Milton Andrade	001842	MA052720	Board of Supervisors Meeting 05/27/20	\$ 200.00
Milton Andrade	001835	MA060220	Board of Supervisors Meeting 06/02/20	\$ 200.00
Milton Andrade	001854	MA061820	Board of Supervisors Meeting 06/18/20	\$ 200.00
Pasco County BOCC	001848	13472843	6405 Clifton Down Dr 04/20	\$ 36.95
Rizzetta & Company, Inc.	001840	INV0000050087	District Management Fees 06/20	\$ 3,333.33
Rizzetta Technology Services, LLC	001839	INV0000005843	Website Hosting 06/20	\$ 100.00
Robert Bishop	001843	BB052720	Board of Supervisors Meeting 05/27/20	\$ 200.00
Robert Bishop	001836	BB060220	Board of Supervisors Meeting 06/02/20	\$ 200.00
Robert Bishop	001855	BB061820	Board of Supervisors Meeting 06/18/20	\$ 200.00
Solitude Lake Management LLC	001859	PI-A00421063	Lake & Pond Management Services 06/20	\$ 726.00
Stantec Consulting Services Inc.	001850	1664430	Engineering Services 05/20	\$ 2,000.75
Straley Robin Vericker	001851	18448	Monthly Legal Services 05/20	\$ 3,087.00
Times Publishing Company	001849	0000082228 05/20/20	Account #124374 Legal Advertising 05/20	\$ 76.00

Chapel Creek Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2020 Through June 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Times Publishing Company	001849	0000084490	Account #124374 Legal Advertising 05/20/20	\$ 148.00
		05/20/20		
Times Publishing Company	001849	0000084517	Account #124374 Legal Advertising 05/20	\$ 184.00
		05/20/20		
Times Publishing Company	001860	0000087699	Account #124374 Legal Advertising 06/20	\$ 172.00
		06/10/20		
Times Publishing Company	001860	0000087748	Account #124374 Legal Advertising 06/20	\$ 172.00
		06/10/20		
Times Publishing Company	001860	0000087840	Account #124374 Legal Advertising 06/20	\$ 517.00
		06/10/20		
Report Total				<u>\$ 27,535.87</u>