

## Chapel Creek Community Development District

## Board of Supervisors' Meeting September 1, 2020

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

www.chapelcreekcdd.org

Professionals in Community Management

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

| Board of Supervisors | Brian Walsh<br>Bob Bishop<br>Milton Andrade<br>John Blakley<br>Garret Parkinson | Chairman<br>Vice Chairman<br>Assistant Secretary<br>Assistant Secretary<br>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 DEVEOPMENT DISTRICT DISTRICT OFFICE • 5844 OLD PASCO ROAD • SUITE 100 • WESLEY CHAPEL FL 33544 www.chapelcreekcdd.org

August 25, 2020

Board of Supervisors Chapel Creek Community Development District

#### **REVISED 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**, **September 1**, **2020 at 11:00 a.m.** to be conducted by means of communications media technology telephone pursuant to Executive Orders 20-52, 20-69, 20-112, 20-123, 20-139, 20-150, 20-179 and 20-193 issued by Governor DeSantis, and pursuant to Section 120.54(5)(b)2., Florida Statutes. The following is the final agenda for this meeting:

1. CALL TO ORDER/ROLL CALL

#### 2. AUDIENCE COMMENTS

#### 3. BUSINESS ITEMS

- A. Consideration of Pool Service Agreement......Tab 1
- B. Consideration of Pool Gate Access System Proposal......Tab 2
- C. Presentation of Aquatic Inspection Report......Tab 3
- D. Discussion of Professional Amenity Contract Start Date

#### 4. BUSINESS ADMINISTRATION

- A. Consideration of Minutes of the Board of Supervisors' Meeting held on August 4, 2020.....Tab 4
   B. Consideration of Operation and Maintenance Expenditures for
- July 2020......Tab 5

#### 5. STAFF REPORTS

- A. District Counsel
  - 1. Status of Amenity Center Conveyance
  - 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

### **Pool Maintenance and Service Agreement**

This Pool Maintenance and Service Agreement (this "Agreement") is entered into as of August \_\_\_\_\_\_, 2020, between the Chapel Creek Community Development District (the "District"), whose mailing address is c/o Rizzetta & Company 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 and Sean Michael Connerty d/b/a Sun Coast Pool Service (the "Contractor"), whose mailing address is P.O. Box 224, Elfers, Florida 34680.

#### **Background Information:**

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District owns and operates a swimming pool facility at its amenity center located at 6405 Clifton Down Drive, Zephyrhills, Florida 33541, and desires certain pool maintenance services. The Contractor provides pool maintenance services. The District desires to retain the Contractor to provide services as described in this Agreement.

#### **Operative Provisions:**

1. <u>Incorporation of Background Information</u>. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

#### 2. <u>Scope of Services</u>.

- **a.** The Contractor shall perform all work, including all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth below in accordance with industry standards:
  - i. Water analysis and record keeping required by the State of Florida and performed with State of Florida approved test kit.
  - **ii.** Balancing of the water chemistry to include chlorine, Ph, calcium hardness, total alkalinity, and cyanuric acid, to meet state and county health standards.
  - iii. Servicing pumps, filters and skimmer to maintain operational efficiency; vacuuming the pool, and removing leaves and debris from the pool.
  - iv. Brushing the pool and cleaning the fountain, tiles and surfaces.
  - v. Contractor shall furnish all chemical products necessary to provide a safe bathing environment and to meet requirements of the Pasco County Health Department.
- **b.** Service will be provided three (3) days a week on an agreed upon schedule, subject to modification if weather is prohibitive to a safe working environment.
- **c.** Additionally, in an instance where the chemical balance is not at recommended safe levels, Contractor will notify the District and close the pool while chemicals are being adjusted. Contractor will post a "Pool Closed for Maintenance" sign on the entry gate. After the proscribed period of time, Contractor will return to re-test the water balance and remove the "Pool Closed for Maintenance" sign.
- **d.** On a weekly basis, Contractor will provide the District with a written report of work performed and a copy of the chemical log each week with notification of any problem areas that are in need of attention.
- e. Any costs associated with a second visit to re-test the water will not be considered an emergency visit.
- **f.** Pool equipment such as vacuum hoses with attachments, extension poles, cleaning net, etc. will be provided by District.

- **g.** All labor and materials for replacement and repairs of equipment are additional costs to the District, payable monthly in addition to Contractor's service fee.
- **3.** <u>**Compensation**</u>. The District agrees to compensate the Contractor for the work described above in the amount of \$850.00 per month. Contractor shall provide the District with an invoice for the work performed in the previous month. The District shall pay Contractor within 45 days of receipt of the invoice.
- 4. <u>Term and Renewal</u>. The initial term of this Agreement shall be for one (1) year commencing on September 1, 2020. At the end of the initial term, this Agreement shall automatically renew for subsequent one year terms at the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
- 5. <u>Termination</u>. Either party may terminate this Agreement without cause after first providing thirty (30) days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective date of termination, subject to whatever claims or off-sets the District may have against the Contractor.
- 6. <u>Damage to Property</u>. The Contractor shall be responsible for any damage caused by Contractor's negligence.
- 7. <u>Additional Services</u>. 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 writing prior to the work commencing.
- 8. <u>Relationship Between the Parties</u>. 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 commitments for, or on behalf of the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment 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.
- **9.** <u>Compliance with Governmental Regulations</u>. 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 hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and shall hereafter comply with all governmental requirements relating in any way to the services provided hereunder.
- 10. <u>Insurance</u>. The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a 30-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
- 11. <u>Indemnification</u>. Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees 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 out of, or in connection with, the work to be performed by Contractor, including litigation or any 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 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).

12. <u>Public Records</u>. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (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 this Agreement 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) 933-5571, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FLORIDA 33625.

- **13.** <u>Controlling Law</u>. This Agreement shall be governed under the laws of the State of Florida with venue in the Pasco County, Florida.
- 14. <u>Enforcement of Agreement</u>. 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.** <u>Severability</u>. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- **16.** <u>Assignment</u>. This Agreement is not transferrable or assignable by either party without the written approval of both parties.
- 17. <u>Amendment</u>. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

- 18. <u>Arm's Length Transaction</u>. 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.
- **19.** <u>Authorization</u>. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.
- **20.** <u>Counterparts</u>. 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.
- **21.** <u>Entire Agreement</u>. This Agreement contains the entire agreement and neither party is to 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 any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

**IN WITNESS WHEREOF**, the District and Contractor have caused this Agreement to be executed as of the date first above written.

**Sun Coast Pool Service** 

Chapel Creek Community Development District

Sean Michael Connerty

Name: Brian Walsh Chair of the Board of Supervisors

**Gate Tech Inc.** 1908 Wood Ct Plant City, FL 33563



Estimate #5246

Phone (813)752-9242 Website www.GateTechInc.com Service Address 1908 Wood Ct. Plant City, Florida 33563

**Stock** 1908 Wood Ct. Plant City, Florida 33563

| PRODUCT / SERVICE    | DESCRIPTION  | QTY. |
|----------------------|--|------|
| PAA-682-610-US       | Single door networkable access control unit, 12/24VAC/DC power supply Metal enclosure. Plug into a TCP/IP network using a standard RJ45 plug. Unit allows central control, event reporting and control over users' access. Software can control 1,000 doors and 50,000 users. 7.20 | 1    |
| PAA-ISO-10           | 10 pack ISO CARD (3.20)  | 15   |
| PAA-400-250-US       | KP50 keypad prox reader combo. Not recommended for mounting to metal surfaces.   | 1    |
| TRA-EN400-32D        | Outdoor UL rated electric strike. 11.19  | 1    |
| TRA-EN400BOX         | Steel gate box for EN400 Strike. 11.19   | 1    |
| Mobile Welding       | Additional charge for mobile welding on site. 2 hour minimum labor charge also required.   | 1    |
| Access Control Parts | Grade 2 Lever Lock - Institution Function(always locked both sides), Includes 2 keys.  | 1    |
| Installation Labor   | Labor for the installation of gates, fence, operators and accessories.   | 8    |
| ADI-ST241A           | 24V DC power supply. Screw terminal Self resetting.  | 1    |
| Wire-18/6            | 18-6 Wire per foot. 1.19   | 70   |
| Wire-16/2            | 16-2 Wire per foot.  | 50   |
| SCA-SD-6276-SS1Q     | Outdoor vandal resistant pushbutton, Single Gang. (4.20)   | 1    |
| BPP-12V-7AH          | 12 Volt 7 amp-hour Gel-Cell Battery  | 1    |

\* Non-taxable

Labor is estimated and will depend on site and materials used. Plans of the building would help us to quote more accurately.

Electric strike is outdoor rated, we recommend only using outdoor rated strikes in locations where water exposure is likely. Most strikes are not outdoor rated.

Internet by others. Paxton requires a static IP for remote configuration.

Gate with lock box suitable for 2-3/4 backset lock by others. Lock box must be inset to maximum of 1-7/8 depth.

Total

\$4,335.91

**Gate Tech Inc.** 1908 Wood Ct Plant City, FL 33563



Estimate #5246

Phone (813)752-9242 Website www.GateTechInc.com Service Address 1908 Wood Ct. Plant City, Florida 33563

**Stock** 1908 Wood Ct. Plant City, Florida 33563

#### Notes Continued...

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This quote is valid for the next 30 days, after which prices may be subject to change. Unless otherwise agreed upon and noted above a deposit of 50% will be required to initiate work. Please sign a copy of this estimate and return to us to begin work. Accounts not paid within 10 days of the due date are subject to a 1.5% monthly finance charge. Any alterations after quote is signed will require a signed work change order before changes are made.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





Reason for Inspection: Scheduled-recurring

**Inspection Date:** 08/20/2020

#### **Prepared for:**

District Manager Rizzetta & Company 12750 Citrus Park Lane Tampa, FL 33625

**Prepared by:** 

Peter Simoes, Account Representative/Biologist

Wesley Chapel Field Office SOLITUDELAKEMANAGEMENT.COM 888.480.LAKE (5253)

| TABLE OF CONTENTS         Pg         SITE ASSESSMENTS         PONDS1-3       3         PONDS4-6       4         PONDS11-13       5         PONDS 9       6 | Pg         ITE ASSESSMENTS         ONDS1-3       3         ONDS4-6       4         ONDS11-13       5         ONDS 9       6         MANAGEMENT/COMMENTS SUMMARY6 & 7 | Pg           SITE ASSESSMENTS         3           PONDS1-3        3           PONDS4-6        4           PONDS11-13        5 | Chapel Creek CDD Waterway Inspection | on Report | 08/20/202 |
|--|--|---|--------------------------------------|-----------|-----------|
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| PONDS4-6      4         PONDS11-13      5         PONDS 9      6   | ONDS4-6  | PONDS4-6       4         PONDS11-13       5         PONDS 9       6   | SITE ASSESSMENTS                     |           |           |
| PONDS11-13      5         PONDS 9      6   | ONDS11-13      5         ONDS 9      6         /anagement/Comments Summary6 & 7  | PONDS11-13      5         PONDS 9      6         MANAGEMENT/COMMENTS SUMMARY6 & 7   | Ponds1-3                             | 3         |           |
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08/20/2020

#### **Comments:**

#### Site looks good

Moderate bloom of floating duckweed present. Substantial waterfowl noted, mostly heron species.

#### **Action Required:**

Routine maintenance next visit

#### **Target:**

Floating Weeds

#### 2

#### **Comments:**

#### Site looks good

Minimal planktonic algae and torpedograss. Water levels increased. Roughly 1 ft. of exposed banks.

#### **Action Required:**

Routine maintenance next visit

#### **Target:**

Planktonic algae



3

Site looks good High water clarity. No issues observed during inspection.

#### **Action Required:**

Routine maintenance next visit

#### **Target:**

Torpedograss









08/20/2020

#### 4

#### **Comments:**

Site looks good

Minimal algae. Grasses along forested section. Overall, looks good for summer weather.

#### **Action Required:**

Routine maintenance next visit

#### **Target:**

Sub-surface algae

#### 5

#### **Comments:**

Treatment in progress Error uploading photos.

#### **Action Required:**

Routine maintenance next visit

#### **Target:**

Species non-specific

#### **Comments:**

6

Treatment in progress

Invasive plant material present within shelf (right). Open water and shorelines look good.

#### **Action Required:**

Routine maintenance next visit

#### **Target:**

Torpedograss









08/20/2020

#### **Site:** 11

#### **Comments:**

Treatment in progress

Excellent herbicide application results noted targeting cattails within shelf (right). Algae and herbaceous weeds reduced.

#### Action Required:

Routine maintenance next visit

#### **Target:**

Species non-specific

#### **Site:** 12

#### **Comments:**

Site looks good Continues to look good with minimal invasive growth.

#### **Action Required:**

Routine maintenance next visit

#### **Target:**

Shoreline weeds

#### **Site:** 13

#### **Comments:**

Scheduled-recurring

Moderate shoreline weeds, primarily primrose species. Slightly turbid.

#### **Action Required:**

Routine maintenance next visit

#### **Target:**

Shoreline weeds













### SOLITUDE LAKE MANAGEMENT

08/20/2020

#### Site: 9

#### **Comments:**

Treatment in progress

Increased water levels. Minor new growth of grasses. Algae reduced.

#### Action Required:

Routine maintenance next visit

#### **Target:**

Torpedograss





#### **Management Summary**

The waterway inspection for Chapel Creek CDD was completed on August 20th, 2020 for Ponds #1-6, 9 and #11-13.

Pond #1: Moderate bloom of floating duckweed present. Substantial waterfowl noted, mostly heron species.

Pond #2: Minimal planktonic algae and torpedograss. Water levels increased. Roughly 1 ft. of exposed banks.

Pond #3: High water clarity. No issues observed during inspection.

Pond #4: Minimal algae. Grasses along forested section. Overall, looks good for summer weather.

Pond #6: Invasive plant material present within shelf (right). Open water and shorelines look good.

Pond #11: Excellent herbicide application results noted targeting cattails within shelf (right). Algae and herbaceous weeds reduced.

Pond #12: Continues to look good with minimal invasive growth.

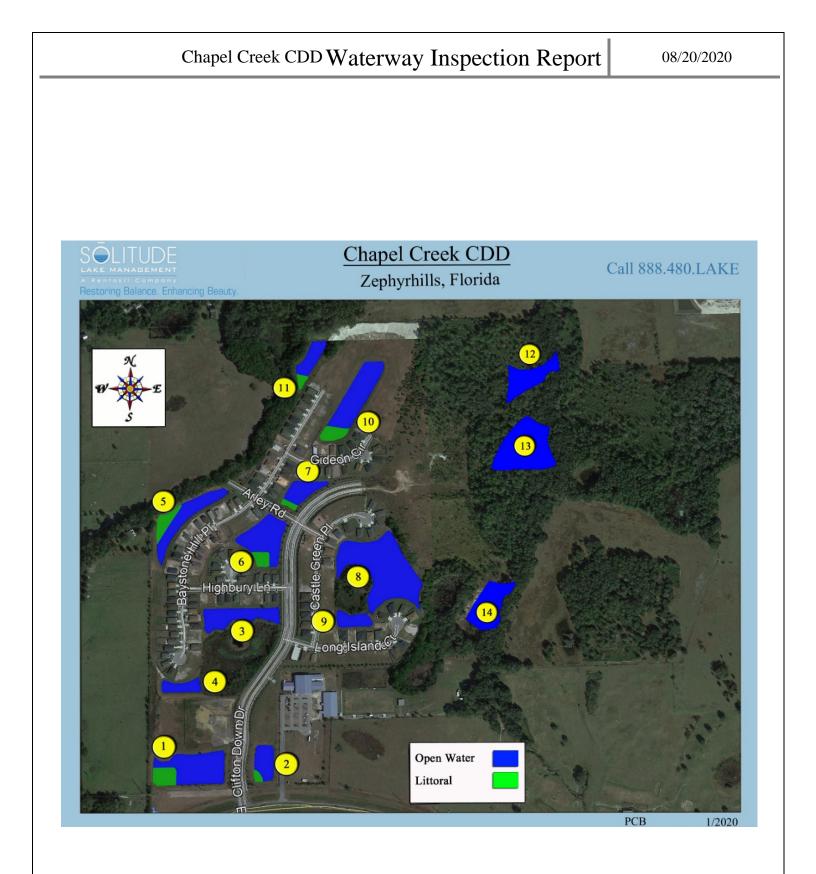
Pond #13: Moderate shoreline weeds, primarily primrose species. Slightly turbid.

Pond #9: Increased water levels. Minor new growth of grasses. Algae reduced.

Thank you for choosing SOLitude Lake Management!

08/20/2020

| Site | Comments              | Target               | Action Required                |
|------|-----------------------|----------------------|--------------------------------|
| 1    | Site looks good       | Floating Weeds       | Routine maintenance next visit |
| 2    | Site looks good       | Planktonic algae     | Routine maintenance next visit |
| 3    | Site looks good       | Torpedograss         | Routine maintenance next visit |
| 4    | Site looks good       | Sub-surface algae    | Routine maintenance next visit |
| 5    | Treatment in progress | Species non-specific | Routine maintenance next visit |
| 6    | Treatment in progress | Torpedograss         | Routine maintenance next visit |
| 11   | Treatment in progress | Species non-specific | Routine maintenance next visit |
| 12   | Site looks good       | Shoreline weeds      | Routine maintenance next visit |
| 13   | Scheduled-recurring   | Shoreline weeds      | Routine maintenance next visit |
| 9    | Treatment in progress | Torpedograss         | Routine maintenance next visit |



SOLITUDE LAKE MANAGEMENT

| 1<br>2                           |   | MINUTES OF MEETING  |  |  |  |  |
|----------------------------------|---|---|--|--|--|--|
| 3<br>4<br>5<br>6                 | Each person who decides to appeal any decision made by the Board with respect to<br>any matter considered at the meeting is advised that the person may need to ensure<br>that a verbatim record of the proceedings is made, including the testimony and evidence<br>upon which such appeal is to be based. |   |  |  |  |  |
| 7<br>8<br>9<br>10                | CHAPEL CREEK<br>COMMUNITY DEVELOPMENT DISTRICT  |   |  |  |  |  |
| 10<br>11<br>12<br>13<br>14<br>15 | Development District was held on  | e Board of Supervisors of the Chapel Creek Community<br><b>Tuesday, August 4, 2020 at 11:05 a.m.</b> via conference<br>ntis' Executive Order 20-112 (as extended by Executive                       |  |  |  |  |
| 16                               | Present and constituting a quorum:  |   |  |  |  |  |
| 17<br>18<br>19<br>20<br>21<br>22 | Bob Bishop<br>Milton Andrade<br>John Blakely<br>Garrett Parkinson   | Board Supervisor, Vice Chairman<br>Board Supervisor, Assistant Secretary<br>Board Supervisor, Assistant Secretary<br>Board Supervisor (Joined the Board after Sworn in)                             |  |  |  |  |
| 23                               | Also present were:  |   |  |  |  |  |
| 24<br>25<br>26<br>27<br>28<br>29 | Lynn Hayes<br>Tracy Robin<br>Greg Cox<br>Kelly Klukowski<br>Audience  | District Manager, Rizzetta & Company, Inc.<br>District Counsel, Straley Robin Vericker<br>District Manager, Rizzetta & Company, Inc.<br>Amenity Services Cord., Rizzetta & Company, Inc.<br>Present |  |  |  |  |
| 30<br>31                         | FIRST ORDER OF BUSINESS   | Call to Order   |  |  |  |  |
| 32<br>33                         | Mr. Hayes called the meeting to order and confirmed a quorum.   |   |  |  |  |  |
| 34<br>35                         | SECOND ORDER OF BUSINES   | S Audience Comments on Agenda Items   |  |  |  |  |
| 36<br>37                         | There were no audience o  | omments put forward at this time.   |  |  |  |  |
| 38<br>39<br>40                   | THIRD ORDER OF BUSINESS   | Consideration of the Professional<br>Amenity Services Contract  |  |  |  |  |
| 41<br>42<br>43<br>44<br>45<br>46 | Ms. Klukowski presented details of the contract and a brief discussion ens<br>regarding a potential start date and when to open the pool for residents<br>recommendation was made to open the pool during staff hours within 24 hours of sta<br>the Amenity Center.   |   |  |  |  |  |

#### CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT August 4, 2020 Minutes of Meeting Page 2

On a Motion by Mr. Blakely, seconded by Mr. Andrade, with all in favor, the Board of Supervisors approved the professional amenity contract with the start date to be determined, for Chapel Creek Community Development District.

#### FOURTH ORDER OF BUSINESS Presentation of Aquatic Report

There was no one in attendance to present the aquatics report.

## 5152FIFTH ORDER OF BUSINESSConsiderationofAguagenix53Agreement for Pond Maintenance

Mr. Hayes provided an update on the status of the aquatic services agreement noting that Solitude was notified on July 24<sup>th</sup> of the decision to terminate their contract and given an end date of August 28, 2020 as per the terms of their agreement. A brief discussion was held regarding the new agreement with Aquagenix.

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48 49 50

On a Motion by Mr. Bishop, seconded by Mr. Blakley, with all in favor, the Board of Supervisors approved the contract with Aquagenix for pond maintenance, as amended in full disclosure, to begin on August 28, 2020, for Chapel Creek Community Development District.

#### 60

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Consideration of Resolution 2020-13; Declaring Vacancies

64 Mr. Hayes presented resolution 2020-13 explaining the vacancies for Seat 1 and 65 Seat 2. since no qualified electors ran for the seats for the upcoming election. It was noted 66 that both seats carry a four-year term. Incumbents will remain in the seats until the Board 67 member appoints a new Board member.

68

On a Motion by Mr. Blakley, seconded by Mr. Bishop, with all in favor, the Board of Supervisors adopted resolution 2020-13 declaring vacancies for Seat 1 and Seat 2 to be filled by appointment of the Board of Supervisors within 90 days after November 17, 2020, for Chapel Creek Community Development District.

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#### 70 SEVENTH ORDER OF BUSINESS

SIXTH ORDER OF BUSINESS

- 71
- 72

#### Consideration of Resolution 2020-14; Setting Date for Landowners Election

Mr. Hayes presented Resolution 2020-14 and recommended that the Board hold the landowners meeting for election of Seat 3 on November 17, 2020 at 11:00 a.m.

75

On a Motion by Mr. Bishop, seconded by Mr. Blakley, with all in favor, the Board of Supervisors approved Resolution 2020-14; Designating November 17, 2020 at 11:00 a.m.to conduct the landowners meeting at Rizzetta & Co. Inc., for Chapel Creek Community Development District.

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| 78<br>79<br>80<br>81     | Sale and Warranty Deed for the<br>Amenities Center and Land<br>Improvements   |  |  |  |  |  |  |  |
|--------------------------|---|--|--|--|--|--|--|--|
|                          | On a Motion by Mr. Blakley, seconded by Mr. Andrade, with all in favor, the Board of Supervisors accepted the bill of sale for the amenities center and related facilities, for Chapel Creek Community Development District.  |  |  |  |  |  |  |  |
| 82<br>83<br>84<br>85     | NINTH ORDER OF BUSINESS Special Warranty Deed from Developer to District  |  |  |  |  |  |  |  |
|                          | On a Motion by Mr. Bishop, seconded by Mr. Blakley, with all in favor, the Board of Supervisors accepted the special warranty deed from the developer to the Chapel Creek CDD for the amenities center and related facilities, for Chapel Creek Community Development District. |  |  |  |  |  |  |  |
| 86<br>87<br>88<br>89     | TENTH ORDER OF BUSINESS Consideration of Minutes of the Board of Supervisors' Meeting held on July 7, 2020  |  |  |  |  |  |  |  |
| 90<br>91<br>92           | Mr. Hayes presented the minutes from July 7, 2020 Board meeting.  |  |  |  |  |  |  |  |
| 52                       | On a Motion by Mr. Blakley, seconded by Mr. Bishop, with all in favor, the Board of Supervisors approved the minutes from the meeting on July 7, 2020, for Chapel Creek Community Development District.   |  |  |  |  |  |  |  |
| 93<br>94<br>95<br>96     | ELEVENTH ORDER OF BUSINESS Consideration of Operation and<br>Maintenance Expenditures for June<br>2020  |  |  |  |  |  |  |  |
| 97<br>98<br>99<br>100    | Mr. Hayes presented the June 2020 Operations and Maintenance Expenditures for June 2020.  |  |  |  |  |  |  |  |
|                          | On a Motion by Mr. Parkinson, seconded by Mr. Andrade, with all in favor, the Board of Supervisors ratified the payment of the June 2020 (\$27,535.87) expenditures, for Chapel Creek Community Development District.   |  |  |  |  |  |  |  |
| 101<br>102<br>102        | TWELFTH ORDER OF BUSINESS Staff Reports   |  |  |  |  |  |  |  |
| 103<br>104<br>105<br>106 | A. District Counsel<br>No Report  |  |  |  |  |  |  |  |
| 108<br>107<br>108<br>109 | B. District Engineer<br>No Report   |  |  |  |  |  |  |  |
| 109                      | C. District Manager   |  |  |  |  |  |  |  |

#### CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT August 4, 2020 Minutes of Meeting Page 4

| Mr. Hayes stated the next re<br>Tuesday September 1, 2020                       | egular meeting was scheduled for<br>0 at 11:00 a.m.           |
|---|---|
| THIRTEENTH ORDER OF BUSINESS  | Supervisor Requests   |
| There were no Supervisor request  | S.  |
| OURTEENTH ORDER OF BUSINESS   | Adjournment   |
| Mr. Hayes said that if there was no<br>a motion to adjourn the meeting would be | o further business to come before the Board then<br>in order. |
|   | by Mr. Andrade, with all in favor, the Board of               |
| Development District.   | eting at 11:47 a.m., for Chapel Creek Communit                |
|   | eting at 11:47 a.m., for Chapel Creek Communit                |
|   | eting at 11:47 a.m., for Chapel Creek Communit                |

## CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT

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

#### Operation and Maintenance Expenditures July 2020 For Board Approval

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

The total items being presented: \$26,067.87

Approval of Expenditures:

\_\_\_\_\_ Chairperson

- \_\_\_\_\_ Vice Chairperson
- \_\_\_\_\_ Assistant Secretary

## **Chapel Creek Community Development District**

Paid Operation & Maintenance Expenditures

July 1, 2020 Through July 31, 2020

| Vendor Name                         | Check Numbe | er Invoice Number | Invoice Description                   | Invo | pice Amount |
|-------------------------------------|-------------|-------------------|---------------------------------------|------|-------------|
| Brian Walsh                         | 001873      | BW070720          | Board of Supervisors Meeting 07/07/20 | \$   | 200.00      |
| Duke Energy                         | 001867      | Duke Summary      | Duke Energy Summary 06/20             | \$   | 746.58      |
| Garret Parkinson                    | 001871      | 06/20<br>GP070720 | Board of Supervisors Meeting 07/07/20 | \$   | 200.00      |
| John C. Blakely                     | 001870      | JB070720          | Board of Supervisors Meeting 07/07/20 | \$   | 200.00      |
| K Johnson's Lawn &                  | 001874      | 17206             | Monthly Landscape Maintenance 07/20   | \$   | 6,146.00    |
| Landscaping, Inc.<br>McDirmit Davis | 001862      | 45361             | Audit Services FY 19/20               | \$   | 4,700.00    |
| Milton Andrade                      | 001868      | MA070720          | Board of Supervisors Meeting 07/07/20 | \$   | 200.00      |
| Pasco County BOCC                   | 001865      | 13605573          | 6405 Clifton Down Dr 05/20            | \$   | 36.95       |
| Rizzetta & Company, Inc.            | 001864      | INV0000050694     | District Management Fees 07/20        | \$   | 3,333.33    |
| Rizzetta Technology                 | 001863      | INV0000005944     | Website Hosting 07/20                 | \$   | 100.00      |
| Services, LLC<br>Robert Bishop      | 001869      | BB070720          | Board of Supervisors Meeting 07/07/20 | \$   | 200.00      |
| Solitude Lake Management            | t 001875    | PI-A00436959      | Lake & Pond Management Services 07/20 | \$   | 726.00      |
| LLC<br>Straley Robin Vericker       | 001866      | 18572             | Monthly Legal Services 06/20          | \$   | 5,522.00    |

## **Chapel Creek Community Development District**

Paid Operation & Maintenance Expenditures

July 1, 2020 Through July 31, 2020

| Vendor Name              | Check Number | Invoice Number         | Invoice Description                     | <u>Inv</u> | voice Amount |
|--------------------------|--------------|------------------------|---|------------|--------------|
| Straley Robin Vericker   | 001876       | 18590                  | Monthly Legal Services 07/20            | \$         | 3,623.41     |
| Times Publishing Company | 001872       | 0000087815<br>06/17/20 | Account #124374 Legal Advertising 06/20 | \$         | 133.60       |
| Report Total             |              |                        |   | \$         | 26,067.87    |