



Rizzetta & Company

Chapel Creek Community Development District

Board of Supervisors' Meeting November 3, 2020

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

www.chapelcreekcdd.org

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

Board of Supervisors	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

October 26, 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, November 3, 2020 at 11:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Rd., Suite 100, Wesley Chapel, FL 33544 or by means of communications media technology pursuant to any extension of executive Order 20-193 issued by Governor DeSantis, and pursuant to Section 120.54(5)(b)2., Florida Statutes. The following is the tentative agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Proposals for Janitorial ServicesTab 1
 - B. Consideration of Proposals for Pest Control Services..... Tab 2
 - C. Consideration of Agreement for District Management Services..... Tab 3
 - D. Consideration of Resolution 2021-01, GMS Proposal for District Management.....Tab 4
 - E. Consideration of Drainage Easement Agreement.....Tab 5
 - F. Consideration of Written Consent of Sole Member and Sole Manager of Chapel Creek CDD Holdings, LLC.....Tab 6
 - G. Consideration of Articles and Merger.....Tab 7
 - H. Consideration of Termination Agreement.....Tab 8
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting held on October 6, 2020..... Tab 9
 - B. Consideration of Operation and Maintenance Expenditures for September 2020.....Tab 10
- 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



Jayman Enterprises, LLC

Contract Cleaning Agreement

This agreement is made this 15th day of October, 2020, by and between Jayman Enterprises, LLC (Hereinafter called "JELLCO") and Chapel Creek CDD (hereinafter called "Client"). Whereas, the Client desires JELLCO to supply contract cleaning and related janitorial services to the property commonly known as the Chapel Creek CDD.

Now therefore, the parties agree as follows:

1. Performance of Duties. Beginning on _____, 2020, JELLCO will provide services for the areas to be serviced described in the "Performance Schedule," a true and accurate copy of which is attached to this Agreement. JELLCO agrees that the janitorial services to be provided shall be conducted according to the guidelines agreed upon between the Client and JELLCO.
2. Terms. The terms of the Performance Schedule or the price stated in paragraph 3, may be modified at any time by the mutual execution of written change orders by either party. All executed change orders shall become part of this Agreement. JELLCO will give the Client (30) days prior notice of any price change for services rendered pursuant to the Performance Schedule. Client will notify JELLCO of any changes in service times, any alterations to the furnishings, floor, wall, or ceiling surfaces at the Client's premises, or any other change which will affect the Performance Schedule and consequently the contract price. This Agreement shall continue in effect from the date services are to begin, for a period of one (1) year, unless terminated.
3. Payment. The Client shall make payments to JELLCO for services rendered at the rate \$700 per month includes service twice a week, includes local, state and/or federal taxes. The first billing will be made on the first day services are rendered and shall be payable 30 days. Subsequent billings and due dates will be monthly. Client shall pay JELLCO its costs and expenses, including reasonable attorney's fees paid or incurred in enforcing the terms of this Agreement.
4. Insurance. JELLCO shall produce adequate insurance coverage and will deliver to the Client certificates of Insurance upon request.
5. Termination. This Agreement may be terminated by either party giving thirty (30) days written notice by certified mail, return receipt requested, addressed to the other party at the address indicated below. In the event that JELLCO fails to perform its services in a manner satisfactory to the Client, the Client may terminate this Agreement with the following procedure:
 - a. Written notification to JELLCO by certified mail citing areas of deficiencies.

- b. If, within ten (10) working days of receipt of such notification, JELLCO has failed to correct said deficiencies, Client may terminate this Agreement by giving JELLCO twenty (20) days notification of the termination.
- 6. JELLCO will perform all services required under this Agreement, except when prevented by strike, lockout, act of God, accident, or other circumstances beyond its control.
- 7. Additional charges may Apply if required when a party has taken place on property with or without management consent and cleanup is necessary above and beyond the normal. This fee will be determined by the amount of cleanup is needed to restore amenities back to a presentable state.
- 8. This Agreement contains all the covenants and agreements between the parties and may not be modified except in writing, signed by both parties.

Client

By _____

Authorized Agent

Address _____

Jayman Enterprises, LLC

Jeremy Crawford

1020 Hill Flower Dr.

Brooksville, Fl. 34604



Jayman Enterprises, LLC

PERFORMANCE SCHEDULE

Performed Weekly MON/FRI

BATHROOMS

- | | |
|---|---|
| 1. Clean, sanitize, and polish all vitreous fixtures including toilet bowls, urinals, and hand basins | X |
| 2. Clean all glass and mirrors. | X |
| 3. Empty all containers and disposals, insert liners as required, spot clean, and sanitize containers. | X |
| 4. Spot clean all walls, doors, and stall partitions. | X |
| 5. Refill all dispensers to normal limits - paper towels, soap, toilet tissue, can liners, seat covers, and supplies. Supplies will be provided by Jayman Enterprises, LLC. | X |
| 6. Low dust all horizontal surfaces up to hand height including sills, mouldings, ledges, shelves, frames, ducts. | X |
| 7. Deodorize floor drains | X |
| 8. Vacuum, sweep, damp mop, and sanitize hard floors. | X |

POOLS AND PATIOS

- | | |
|--|---|
| 1. Damp clean table tops | X |
| 2. Spot clean all trash containers | X |
| 3. Clean and sanitize drinking fountains | X |
| 4. Clean Bulletin board (if applicable) | X |
| 5. Clean debris from pool deck | X |
| 6. Arrange pool furniture | X |

MISCELLANEOUS DUTIES

- | | |
|--|---|
| 1. Remove dust and cobwebs | X |
| 2. Remove debris in areas immediately adjacent to entrance | X |
| 3. Remove debris around pool | X |
| 4. walk dog park and playground, remove debris | X |

5. Notify Management company of any damage or needs for repair

As needed

Tab 2



One time service and option to quarterly

- ☐ **East Florida/Corporate** 1180 Rockledge Blvd Ste. 105 Rockledge, FL 32955 (321) 631-0115 or (800) 929-2847
- ☐ **Central Florida/Orlando** 2825 Mercy Dr., Orlando, FL 32808 (407) 246-1721 or (877) 459-2847
- ☒ **West Florida/Tampa** 2812 S. 70th St. Tampa, FL 33619 (813) 626-7325 or (877) 459-2847
- ☐ **North Florida/Jacksonville** 4601 E Moody Blvd Ste F-2 Bunnell, FL 32110 (386) 206-9109 or (888) 408-2847
- ☐ **South Florida/Miami-Dade & Broward Co.** 3811 S.W. 47th Ave Ste. 635 Davie, FL 33314 (954) 533-6087 or (888) 220-1888
- ☐ **South Florida/Palm Beach Co.** 2365 Vista Pkwy #21 West Palm Beach, FL 33411 (561) 792-9400 or (888) 220-1888

INDUSTRIAL/COMMERCIAL/INSTITUTIONAL PEST CONTROL SERVICE AGREEMENT

Service Name	Chapel Creek Community Development	Billing Name	Chapel Creek Community Development Dist
Service Address	6405 clifton downs dr	Billing Address	5844 old pasco rd Suite 100
City/State/Zip	zephyrhills, fl .	City/State/Zip	Wesley Chapel Florida 33544
Primary Phone		Primary Phone	813-933-5571
Contact Name	Lynn Hayes	Email	Lhayes@rizzetta..com
<input type="checkbox"/> Attachment included for multiple locations.		Salesperson	Bill Decker
		Acct#	

SERVICE: APEX agrees to provide Pest Control Service* for control of the following pests:

☒ Roaches, Ants, Spiders and Silverfish

☐ Rats and Mice

☐

☐ Other:

* Control means the periodic eradication of existing infestations within practical limits. Does not include Wood Destroying Organisms.

SERVICE SCHEDULE: APEX representatives will service the Customer's premises

☐ One (1) Time per month

☐ Two (2) Times per month

☐ Four (4) Times per month

☒ Other:

Quarterly

APEX Pest Control service representatives will provide additional service as it is deemed necessary by APEX and the Customer at no additional charge. Such service visits shall be made promptly when requested by the Customer.

Additional Instructions: (person to contact, etc.)

Ammentities center / bathrooms pool area : kiosk bathroom

PAYMENT: In consideration for the service to be provided by APEX, the Customer agrees to pay to APEX Pest Control, its successors or assigns, the sum of \$ **199.00** plus tax of \$ **Tax exempt** for the initial month's service and \$ **69.00** plus tax of \$ **Tax exempt** per month for the following **twelve (12)** months. Payment shall be due upon receipt of invoice.

OFFER EXPIRATION: This offer by APEX to perform these services in accordance with the terms, conditions and price stated in this agreement shall expire if not accepted within thirty days.

CUSTOMER COOPERATION: The Customer agrees to cooperate fully with APEX to insure effective results from the pest control service. The Customer agrees to maintain its premises as recommended by APEX in the report provided to Customer and as recommended by APEX in its Service Reports.

MATERIALS: The materials used to control pests in and around Customer's premises shall conform to Federal, State and local laws and regulations, and shall be used with all due precautions to avoid the possibility of accident to humans, domestic animals and pests. All Pest Control work shall be performed in a safe and proper manner and in accordance with the most modern, effective and scientific Pest Control procedures.

PEST DAMAGE: The Customer agrees that APEX is not responsible for insect or rodent damage or disruption to its operation, premises or its contents, and the Customer specifically releases APEX from liability for any such claims. In no case can liability be greater than our monthly service.

EQUIPMENT REPLACEMENT: The Customer agrees to pay to APEX the repair or replacement cost of any and all APEX equipment damaged, lost or destroyed on the Customer's premises. Cost will be those in effect at the time of the repair or replacement.

TERM OF CONTRACT: This Contract shall be effective for an original period of **1** year(s). Thereafter, this Contract shall renew itself from month to month until terminated by either party upon 30 days written notice.

Amount Remitted: \$

☐ Cash

☐ Check

☐ Credit Card:

/

Type

Account Number

Exp. Date

Bill Decker

10/15/20

Apex Pest Control Representative

Date

Accepted by: ☐ Owner ☐ Agent ☐ Lessee

Date

Bill Decker 813-625-3801 cell

Name/Title



Tab 3

**AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN
CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT AND
GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA,
LLC**

Date of Agreement: _____, 2020

Between: **Governmental Management Services- Central Florida LLC**
219 E. Livingston Street
Orlando, Florida 32801

(Hereinafter referred to as "Manager");

And: **Chapel Creek Community Development District**
A unit of special purpose local government located in Pasco County,
Florida

(Hereinafter referred to as "District").

SERVICES OF DISTRICT MANAGER

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities included in the Base Service Contract as District Management Services ("Contract" or "Agreement") include, but are not limited to the following:

Management Services

- Attend, record and conduct all regularly scheduled Board of Supervisors' meetings including landowners' meetings, continued meetings and workshops
- Present the District's annual budget in accordance with Chapter 190, Florida Statutes
- Ensure District is in compliance with administrative and financial reporting for community development districts
- Correspond and communicate with Board of Supervisors and staff to respond to the various needs of the District and community
- Review and approve agendas for circulation to the Board of Supervisors
- Review and approve annual budget, annual audit, monthly disbursements
- Review annual insurance policy to ensure District maintains proper insurance coverage

Administrative Services

- Provide minutes for all Board of Supervisors' meetings including landowners' meetings
- Prepare agenda packages for transmittal to Board of Supervisors and staff 7 days prior to Board of Supervisors' meeting and ensure website posting of same consistent with ADA and other legal requirements
- Ensure compliance with all administrative statutes affecting the District, which include but are not limited to:
 - Publish and circulate annual meeting notice
 - Report annually the number of registered voters in the District by June 1, of each year
 - Maintain "Record of Proceedings" for the District within Pasco County the District is located which includes meeting minutes, agreements, resolutions and other required records
 - Properly notice public meetings in accordance with the appropriate Florida Statutes in the newspaper of general circulation of the District

Website Services

- Provide website services, including independent performance of or the engagement of a third party firm to create an ADA compliant website, consistent with the requirements of Chapter 189 and 190, Florida Statutes, ensuring the website's regulatory compliance under the ADA and other federal law and rulemaking, including but not limited to the Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "WCAG"). Cost of the website creation is not included in this Contract and performance of such is contingent upon the District's approval and funding of the Manager's performance of such remediation services or of approving and executing an agreement with a third party firm.
- Host and maintain the District's website, consistent with the above referenced legal requirements. Specifically, Manager shall:
 - Ensure that new documents and other content, including but not limited to image, video and audio files, uploaded to the District's website are in accessible formats for assistive technologies, as needed, including but not limited to new agenda materials, audit reports, meeting minutes, and other documents required or requested to be added to the website
 - Update the District's Accessibility Policy (as defined herein), which may need to be updated from time to time as legal and regulatory conditions change, for display and use on the website. Said "Accessibility Policy" shall contain, at a minimum, a commitment to accessibility for persons with disabilities, the District's engagement of Manager for ADA-specific services, in an effort to maintain the website's ADA compliance, the accessibility standard used and

- applied to the website (which shall be, at a minimum, WCAG), and contact information for the Manager or their designee (email and phone number) for users encountering any problems
- Secure domain name and provide hosting with fail-over, automated, and regular back-up measures to ensure continued functionality and accessibility of the website (collectively, "Hosting"). Hosting shall also include, but not be limited to, a minimum of 15GB of file space, 20Mbps download speed and 5 MBps upload speed, and 95% website uptime, or better, calculated on an annual basis.
 - Respond to the public's requests for website accommodation and provide the necessary assistive support consistent with case law, insurance requirements and regulatory requirements/legal conditions.
 - Provide for the long-term storage of electronic data in compliance with all applicable Florida laws regarding records retention; and
 - Provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Website Services contemplated by this provision
- Perform, or cause to be performed, at least four (4) quarterly technological and/or human audits per year to ensure the website's compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. Manager shall remediate any deficiencies identified during each audit within thirty (30) days or sooner, if required by court order or another agreement, and provide a written report to the District summarizing the audit and remediations made, if any. Cost of quarterly technological and/or human audits is not included in this contract and performance of such is contingent upon the Districts approval and funding of the Manager's performance of such remediation services or of approving and executing an agreement with a third party firm.

Accounting and Financial Reporting Services

- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by the Florida Department of Financial Services for Government Accounting. This system includes preparing monthly balance sheet, income statement(s) with budget to actual variances
- Prepare accounts payable and present to Board of Supervisors for approval or ratification
- Prepare annual budget for review and approval by the Board of Supervisors
- Transmit proposed budget to local governing authorities 60 days prior to adoption
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors

- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
 - Complete annual financial audit report within 9 months after the fiscal year end
 - Circulate annual financial audit report and annual financial report to appropriate governmental agencies
 - Prepare annual public depositor report
 - Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
 - Transmit Public Facilities Report to the appropriate agencies
 - Procure necessary insurance for the District, which includes liability, property, workers' compensation, etc.

Other Services: Contract Administration

- Provide maintenance contract administration for the District recreational facilities and other District improvements maintenance contracts to ensure contractors are providing services in accordance with contracts approved by the Board of Supervisors.
- Provide contract administration for amenity facilities management and maintenance. contract administration for contracts regarding the District's amenity facilities to ensure that contractors are performing in accordance with the terms of the contract with the District approved by the Board of Supervisors.
- Provide contract administration for any and all interlocal agreements entered into by the District with other governmental entities, including but not limited to other special districts and Polk County, to ensure that the parties thereto are performing in accordance with the terms of the respective interlocal agreement approved by the Board of Supervisors
- Provide contract administration for contracts regarding any and all other contracts not otherwise set forth herein but approved by the Board of Supervisors to ensure that terms of the contracts are being adhered to by the parties thereto.

FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements. The Base Services and Other Services Elected by District shall commence on _____, 2020.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached **Exhibit A**. Payment for these services shall be payable in equal monthly installments at the beginning of each month except as otherwise noted on **Exhibit A**.

In addition, the District agrees to reimburse the Manager for expenses incurred as part of performing the duties and responsibilities outlined in this contract. These expenses include, but are not limited to: reproduction, printing and binding, long distance telephone, facsimile transmission, postage and express mail, legal advertising and supplies. All expenses shall be at the cost incurred by Manager, and in all cases shall be consistent with the provisions of Chapter 112, F.S., to the extent applicable.

This agreement shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

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 Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

1. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or
2. By the Manager or District, for any reason, upon 60 days written notice.

In the event this Contract is terminated in either manner above stated, the Manager 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.

GENERAL TERMS AND CONDITIONS

1. All invoices are due and payable when received.

2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract, which shall remain in full force and effect.
4. 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 Manager, without the approval of the District.
5. The Manager agrees to pay, discharge, defend (if required by the District), indemnify and hold the District and its supervisors, agents, employees, representatives, successors and assigns harmless from and against any and all demands, claims, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by the District in the event Manager fails to retain counsel to represent the District, its supervisors, agents, employees, representatives, successors and assigns, who is reasonably acceptable to the District), incurred by the District or its supervisors, agents, employees, representatives, successors and assigns arising out of or in connection with: (i) any management services to be provided by the Manager pursuant to this Contract; (ii) any failure by Manager to perform any of its obligations under this Contract; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of Manager or Manager's officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with Managers or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents use of the District property; (v) any failure of Manager or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents to comply with any applicable codes, laws, ordinances, or governmental requirements, agreements, approvals, or permits affecting District property. The provisions of this paragraph shall survive the expiration or sooner termination of this Contract.
6. Nothing contained in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which

would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

7. Any amendment or change to this Contract shall be in writing and executed by all parties.

NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be to:

Chapel Creek Community Development District
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Roy Van Wyk

If notice is sent to Manager, it shall be sent to:

Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: Jill Burns

This Contract shall represent the entire agreement between the Manager and the District. Both Manager and District understand and agree with the terms and conditions as set forth herein.

Approved by:

**Board of Supervisors
Chapel Creek CDD**

Attest

By: _____
Chairman, Board of Supervisors

**Governmental Management
Services- Central Florida, LLC**

Witness

By: _____

Its: _____

EXHIBIT A

DISTRICT MANAGEMENT FEE SCHEDULE

Base Services:

Management Services, Administrative Services, and Accounting and Financial Reporting Services

- Annual Fee \$ 35,000 (plus reimbursables)

Other Services Elected by District:

- Annual Assessment Roll Administration Fee \$5,000 (billed upon certification of assessment roll)
- Dissemination Agent \$5,000 for 1st Bond Issuance (\$1,000 for each addition series)
- Annual Website Maintenance* \$1,500*
- Pre-paid Assessment Collection Fee waived

Other Available Services:**

- Bond Issuance Cost \$15,000 (per bond issue)
- Assessment Methodology Preparation \$15,000 (per methodology)
- SERC preparation/Petition Assistance \$2,500 (per SERC)
- Estoppel Letters \$75
- Field Services/Contract Administration \$15,000

*Does not include creation of ADA compliant website

**Services are available upon request of the District

Tab 4

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (the “**Board**”) must employ and fix compensation of a District Manager; and

WHEREAS, the Board has determined that the appointment of a District Manager is necessary, appropriate and in the District’s best interests; and

WHEREAS, the Board desires to appoint a District Manager and to provide compensation for their services.

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

1. _____ (“_____”) is appointed as District Manager and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit “A”**.
2. This authorization shall be continuing in nature until revoked by the District.
3. Resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.
4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

ATTEST:

**CHAPEL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair of the Board of Supervisors

EXHIBIT “A”

(District Management Agreement)

AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT AND GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC

Date of Agreement: _____, 2020

Between: **Governmental Management Services- Central Florida LLC**
219 E. Livingston Street
Orlando, Florida 32801

(Hereinafter referred to as “Manager”);

And: **Chapel Creek Community Development District**
A unit of special purpose local government located in Pasco County,
Florida

(Hereinafter referred to as “District”).

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- Present the District’s annual budget in accordance with Chapter 190, Florida Statutes
- Ensure District is in compliance with administrative and financial reporting for community development districts
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- Review and approve agendas for circulation to the Board of Supervisors
- Review and approve annual budget, annual audit, monthly disbursements
- Review annual insurance policy to ensure District maintains proper insurance coverage

Administrative Services

- Provide minutes for all Board of Supervisors' meetings including landowners' meetings
- Prepare agenda packages for transmittal to Board of Supervisors and staff 7 days prior to Board of Supervisors' meeting and ensure website posting of same consistent with ADA and other legal requirements
- Ensure compliance with all administrative statutes affecting the District, which include but are not limited to:
 - Publish and circulate annual meeting notice
 - Report annually the number of registered voters in the District by June 1, of each year
 - Maintain "Record of Proceedings" for the District within Pasco County the District is located which includes meeting minutes, agreements, resolutions and other required records
 - Properly notice public meetings in accordance with the appropriate Florida Statutes in the newspaper of general circulation of the District

Website Services

- Provide website services, including independent performance of or the engagement of a third party firm to create an ADA compliant website, consistent with the requirements of Chapter 189 and 190, Florida Statutes, ensuring the website's regulatory compliance under the ADA and other federal law and rulemaking, including but not limited to the Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "WCAG"). Cost of the website creation is not included in this Contract and performance of such is contingent upon the Districts approval and funding of the Manager's performance of such remediation services or of approving and executing an agreement with a third party firm.
- Host and maintain the District's website, consistent with the above referenced legal requirements. Specifically, Manager shall:
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 - Update the District's Accessibility Policy (as defined herein), which may need to be updated from time to time as legal and regulatory conditions change, for display and use on the website. Said "Accessibility Policy" shall contain, at a minimum, a commitment to accessibility for persons with disabilities, the District's engagement of Manager for ADA-specific services, in an effort to maintain the website's ADA compliance, the accessibility standard used and applied to the website (which shall be, at a minimum, WCAG), and contact information for the Manager or their designee (email and phone number) for users encountering any problems
 - Secure domain name and provide hosting with fail-over, automated, and regular back-up measures to ensure continued functionality and accessibility of the website (collectively, "Hosting"). Hosting shall also include, but not be limited to, a

- minimum of 15GB of file space, 20Mbps download speed and 5 MBps upload speed, and 95% website uptime, or better, calculated on an annual basis.
 - Respond to the public's requests for website accommodation and provide the necessary assistive support consistent with case law, insurance requirements and regulatory requirements/legal conditions.
 - Provide for the long-term storage of electronic data in compliance with all applicable Florida laws regarding records retention; and
 - Provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Website Services contemplated by this provision
- Perform, or cause to be performed, at least four (4) quarterly technological and/or human audits per year to ensure the website's compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. Manager shall remediate any deficiencies identified during each audit within thirty (30) days or sooner, if required by court order or another agreement, and provide a written report to the District summarizing the audit and remediations made, if any. Cost of quarterly technological and/or human audits is not included in this contract and performance of such is contingent upon the District's approval and funding of the Manager's performance of such remediation services or of approving and executing an agreement with a third party firm.

Accounting and Financial Reporting Services

- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by the Florida Department of Financial Services for Government Accounting. This system includes preparing monthly balance sheet, income statement(s) with budget to actual variances
- Prepare accounts payable and present to Board of Supervisors for approval or ratification
- Prepare annual budget for review and approval by the Board of Supervisors
- Transmit proposed budget to local governing authorities 60 days prior to adoption
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors
- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
 - Complete annual financial audit report within 9 months after the fiscal year end
 - Circulate annual financial audit report and annual financial report to appropriate governmental agencies
 - Prepare annual public depositor report
 - Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
 - Transmit Public Facilities Report to the appropriate agencies
 - Procure necessary insurance for the District, which includes liability, property, workers' compensation, etc.

Other Services: Contract Administration

- Provide maintenance contract administration for the District recreational facilities and other District improvements maintenance contracts to ensure contractors are providing services in accordance with contracts approved by the Board of Supervisors.
- Provide contract administration for amenity facilities management and maintenance. contract administration for contracts regarding the District's amenity facilities to ensure that contractors are performing in accordance with the terms of the contract with the District approved by the Board of Supervisors.
- Provide contract administration for any and all interlocal agreements entered into by the District with other governmental entities, including but not limited to other special districts and Polk County, to ensure that the parties thereto are performing in accordance with the terms of the respective interlocal agreement approved by the Board of Supervisors
- Provide contract administration for contracts regarding any and all other contracts not otherwise set forth herein but approved by the Board of Supervisors to ensure that terms of the contracts are being adhered to by the parties thereto.

FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements. The Base Services and Other Services Elected by District shall commence on _____, 2020.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached **Exhibit A**. Payment for these services shall be payable in equal monthly installments at the beginning of each month except as otherwise noted on **Exhibit A**.

In addition, the District agrees to reimburse the Manager for expenses incurred as part of performing the duties and responsibilities outlined in this contract. These expenses include, but are not limited to: reproduction, printing and binding, long distance telephone, facsimile transmission, postage and express mail, legal advertising and supplies. All expenses shall be at the cost incurred by Manager, and in all cases shall be consistent with the provisions of Chapter 112, F.S., to the extent applicable.

This agreement shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

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 Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

1. By the District for “good cause,” which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or
2. By the Manager or District, for any reason, upon 60 days written notice.

In the event this Contract is terminated in either manner above stated, the Manager 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.

GENERAL TERMS AND CONDITIONS

1. All invoices are due and payable when received.
2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract, which shall remain in full force and effect.
4. 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 Manager, without the approval of the District.
5. The Manager agrees to pay, discharge, defend (if required by the District), indemnify and hold the District and its supervisors, agents, employees, representatives, successors and assigns harmless from and against any and all demands, claims, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by the District in the event

Manager fails to retain counsel to represent the District, its supervisors, agents, employees, representatives, successors and assigns, who is reasonably acceptable to the District), incurred by the District or its supervisors, agents, employees, representatives, successors and assigns arising out of or in connection with: (i) any management services to be provided by the Manager pursuant to this Contract; (ii) any failure by Manager to perform any of its obligations under this Contract; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of Manager or Manager's officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with Managers or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents use of the District property; (v) any failure of Manager or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents to comply with any applicable codes, laws, ordinances, or governmental requirements, agreements, approvals, or permits affecting District property. The provisions of this paragraph shall survive the expiration or sooner termination of this Contract.

6. Nothing contained in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
7. Any amendment or change to this Contract shall be in writing and executed by all parties.

NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be to:

Chapel Creek Community Development District
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Roy Van Wyk

If notice is sent to Manager, it shall be sent to:

Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: Jill Burns

This Contract shall represent the entire agreement between the Manager and the District. Both Manager and District understand and agree with the terms and conditions as set forth herein.

Approved by:

**Board of Supervisors
Chapel Creek CDD**

Attest

By: _____
Chairman, Board of Supervisors

**Governmental Management
Services- Central Florida, LLC**

Witness

By: _____
Its: _____

EXHIBIT A

DISTRICT MANAGEMENT FEE SCHEDULE

Base Services:

Management Services, Administrative Services, and Accounting and Financial Reporting Services

- Annual Fee \$ 35,000 (plus reimbursables)

Other Services Elected by District:

- Annual Assessment Roll Administration Fee \$5,000 (billed upon certification of assessment roll)
- Dissemination Agent \$5,000 for 1st Bond Issuance (\$1,000 for each addition series)
- Annual Website Maintenance* \$1,500*
- Pre-paid Assessment Collection Fee waived

Other Available Services:**

- Bond Issuance Cost \$15,000 (per bond issue)
- Assessment Methodology Preparation \$15,000 (per methodology)
- SERC preparation/Petition Assistance \$2,500 (per SERC)
- Estoppel Letters \$75
- Field Services/Contract Administration \$15,000

*Does not include creation of ADA compliant website

**Services are available upon request of the District

Tab 5

This instrument was prepared by
Tracy J. Robin
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606

**DOCUMENTARY STAMP TAX IN THE
AMOUNT OF \$0.70 IS BEING PAID
UPON RECORDATION**

(Reserved for Recording Office)

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement (the “**Easement Agreement**”) is made as of the ____ day of November, 2020, by the **CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes, whose mailing address is c/o Government Management Services Central Florida, LLC, 219 E. Livingston Street, Orlando, FL 32801 (“**Grantor**”), in favor of **NEW CHAPEL CREEK, LLC**, a Florida limited liability company, whose address is 3014 W. Palmira Avenue, Suite 301, Tampa FL 33629 (“**Grantee**”).

WHEREAS, Grantor is the owner of Tract F, as shown on the map or plat of Chapel Creek Phase 1A, recorded in Plat Book 62, on page 134, in the public records of Pasco County, Florida (the “**Drainage Outfall**”); and

WHEREAS, Grantee is the owner of Tract R-2 shown on and legally described in **Exhibit A** attached hereto (“**Grantee’s Property**”); and

WHEREAS, Grantor owns and operates the Drainage Outfall, and the Drainage Outfall was constructed to accommodate drainage flows from Grantee’s Property,

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, its successors and assigns forever, a perpetual non-exclusive drainage easement (the “**Easement**”) over, across, in, to and upon the Drainage Outfall, including rights of access thereto over and across the shared common boundary between the Drainage Outfall and Grantee’s Property for the purpose of constructing, repairing, maintaining and/or replacing stormwater and surface water drainage facilities into the Drainage Outfall. The Easement is granted solely for the use and benefit of Grantee’s Property and shall not be utilized for drainage from any other property.

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

Nothing herein shall restrict or prevent Grantor from utilizing the Drainage Outfall for any other purpose which is compatible with Grantee’s use of the Easement. Grantee’s use of the

Easement shall not interfere with Grantor's or Pasco County's use of the Drainage Outfall for drainage purposes. Grantor further agrees that Grantee may use the Easement for the drainage of Grantee's Property, provided, the drainage discharge rate (the "Drainage Discharge Rate") does not exceed the amounts permitted by governmental regulatory authorities for the Drainage Outfall. Grantee shall not make application for, nor shall Grantee request any regulatory permit modification for enlargement of the Drainage Discharge Rate. Grantee shall be solely responsible for all costs and expenses related to the installation, operation, maintenance, repair or replacement of underground drainage pipes, outfall structures, and other related drainage infrastructure connecting from Grantee's Property to or located upon the Drainage Outfall.

Grantee shall have the right of access over and upon the portion of the Drainage Outfall sharing a common boundary with Grantee's Property for the purpose of exercising the rights granted herein, provided that Grantee shall (i) not conduct any repair, maintenance or replacement activity in a manner that unreasonably interferes with the ordinary use and operation of Grantor's drainage facilities in the Drainage Outfall, and (ii) promptly repair and restore to its prior existing condition any damage caused by construction, maintenance or replacement, or operational use of the Easement, including without limitation erosion, removal of silt and erosion infiltration, "hazardous" substances or materials (as defined by federal and state law) originating from Grantee's Property, and landscape and hardscape on or adjacent thereto. Grantee shall exercise the rights set forth in this Easement Agreement in accordance with all governmental regulations, and shall promptly repair and restore any damage caused by Grantee in the Easement or upon Grantor's adjacent property, at Grantee's sole expense. If Grantee fails to correct and repair such damage or regulatory violation within ninety (90) days after receiving written notice from Grantor or any governing authority having jurisdiction over Grantor's Property, Grantor may, at Grantor's sole option, correct such damage or violation and all costs related thereto shall become immediately due and payable to Grantor upon written demand.

Grantee shall and does hereby indemnify and hold Grantor harmless from any and all losses, costs (including attorneys' fees and costs), claims, demands and causes of action whatsoever arising from Grantee's use of the Easement.

Except for damage caused solely by Grantee, Grantor shall maintain the Drainage Outfall in accordance with regulatory requirements, and shall not conduct any repair, maintenance or replacement activity in a manner that unreasonably interferes with the Grantee's use of the Easement.

In the event of a dispute concerning this Easement Agreement or enforcement of the terms set forth herein, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party, including fees and costs incurred on appeal or in bankruptcy proceedings. Nothing herein shall constitute a waiver of Grantor's sovereign immunity under Section 768.28, Florida Statutes, as amended from time to time.

This instrument was prepared at the direction of the parties without the benefit of a title search.

IN WITNESS WHEREOF, the parties have caused this assignment to be properly executed and sealed as of the day and year first written above.

Signed, Sealed and Delivered in the Presence of:

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT

(Witness 1 – Signature)

By: _____

Brian Walsh
Chair of the Board of Supervisors

(Witness 1 – Printed Name)

(Witness 2 – Signature)

(Witness 2 – Printed Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or online notarization, on November ____ 2020, by Brian Walsh, as Chair of the Board of Supervisors of Chapel Creek Community Development District, for and on behalf of the District, ____ who is personally known to me or ____ who has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

Signed, Sealed and Delivered in the Presence of:

NEW CHAPEL CREEK, LLC
Florida limited liability company

(Witness 1 – Signature)

By: Lerner Real Estate Advisors, Inc.,
a Florida corporation
Member Manager

(Witness 1 – Printed Name)

By: _____
Scott Campbell, Vice President

(Witness 2 – Signature)

(Witness 2 – Printed Name)

IN WITNESS WHEREOF, the parties have caused this assignment to be properly executed and sealed as of the day and year first written above.

Signed, Sealed and Delivered in the Presence of:

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT

(Witness 1 – Signature)

By: _____
Brian Walsh
Chair of the Board of Supervisors

(Witness 1 – Printed Name)

(Witness 2 – Signature)

(Witness 2 – Printed Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, on November _____ by Brian Walsh, as Chair of the Board of Supervisors of Chapel Creek Community Development District, for and on behalf of the District, _____ who is personally known to me or _____ who has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

Signed, Sealed and Delivered in the Presence of:

NEW CHAPEL CREEK, LLC
Florida limited liability company

(Witness 1 – Signature)

By: Lerner Real Estate Advisors, Inc.,
a Florida corporation
Member Manager

(Witness 1 – Printed Name)

By: _____
Scott Campbell, Vice President

(Witness 2 – Signature)

(Witness 2 – Printed Name)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of November, 2020, by Scott Campbell, as Vice President of Lerner Real Estate Advisors, Inc., a Florida corporation, the Member Manager of New Chapel Creek, LLC, a limited liability company, for and on behalf of the company, who is ____ personally known to me or ____ has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

CHAPEL CREEK PHASE 1A TRACT "R-2" (OFFICE SITE)

DESCRIPTION: That part of TRACT "R", according to the plat of CHAPEL CREEK PHASE 1A, as recorded in Plat Book 62, Pages 134 through 148 inclusive, of the Public Records of Pasco County, Florida, lying in Section 6, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said TRACT "R" for a **POINT OF BEGINNING**, run thence along the Northerly boundary of said TRACT "R", S.89°11'33"E., 217.58 feet; thence SOUTH, 397.94 feet to a point on a curve on the Southerly boundary of the aforesaid TRACT "R"; thence along said Southerly boundary of TRACT "R", the following four (4) courses: 1) Westerly, 39.68 feet along the arc of a curve to the right having a radius of 400.20 feet and a central angle of 05°40'49" (chord bearing N.81°51'12"W., 39.66 feet) to a point of reverse curvature; 2) Westerly, 84.95 feet along the arc of a curve to the left having a radius of 75.00 feet and a central angle of 64°53'53" (chord bearing S.68°32'16"W., 80.48 feet) to a point of reverse curvature; 3) Westerly, 151.75 feet along the arc of a curve to the right having a radius of 60.06 feet and a central angle of 144°46'18" (chord bearing N.71°31'31"W., 114.48 feet); 4) N.89°11'33"W., 0.29 feet to a point on the Westerly boundary of the aforesaid TRACT "R"; thence along said Westerly boundary of TRACT "R", N.00°48'27"E., 388.60 feet to the **POINT OF BEGINNING**

Containing 2.115 acres, more or less.

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	400.20	05°40'49"	39.68	39.66	N.81°51'12"W.
2	75.00	64°53'53"	84.95	80.48	S.68°32'16"W.
3	60.06	144°46'18"	151.75	114.48	N.71°31'31"W.

BASIS OF BEARINGS

CARDINAL BEARING NOTE:

Cardinal bearings where shown hereon shall be assumed to have the same bearings as follows:

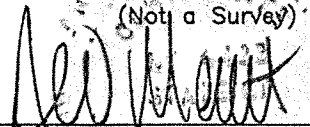
NORTH - N.00°00'00"E.
SOUTH - S.00°00'00"W.
EAST - N.90°00'00"E.
WEST - N.90°00'00"W.

The Northerly boundary of TRACT "R", according to the plat of CHAPEL CREEK PHASE 1A, as recorded in Plat Book 62, Pages 134 through 148 inclusive, of the Public Records of Pasco County, Florida, has a Grid bearing of S.89°11'33"E. The Grid bearings as shown hereon refer to the State Plane Coordinate System (NAD 1963-1990 Re-adjustment) for the West Zone of Florida, as established from horizontal control monuments of Pasco County, Florida.

CHAPEL CREEK PHASE 1A TRACT "R-2" (OFFICE SITE)

Prepared For: **NEW CHAPEL CREEK, LLC**

**DESCRIPTION
SKETCH**
(Not a Survey)


Arthur W. Merritt
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

AMERRITT, INC.

LAND SURVEYING AND MAPPING

LICENSED BUSINESS NUMBER LB7778

3010 W. Azeele Street, Suite 150

Tampa, FL 33609

PHONE (813) 221-5200

Drawn: WFS Checked: AWM Order No.: AMI-NCC-CC-001

Date: 9-21-20 Dwg: CHAPELCKR-WEST-OFFICE-DS.dwg

File Path: P:\Chapel Creek West\Master Plan\Description\Office Site

SECTION 6, TOWNSHIP 26 SOUTH, RANGE 21 EAST

No.	Date	Description	Dwn.
-----	------	-------------	------

REVISIONS

SHEET NO. 1 OF 2 SHEETS

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

LEGEND:

1. O.R. - Official Records Book
2. (R) Indicates radial line
3. (NR) Indicates non-radial line
4. RB - indicates reference bearing

NOTE:

- SEE SHEET 1 OF 2 SHEETS FOR:
- 1) LEGAL DESCRIPTION
 - 2) BASIS OF BEARINGS NOTE
 - 3) CURVE DATA TABLE
 - 4) CARDINAL BEARING NOTE

NORTHEAST 1/4 OF
SECTION 6-26-21
SOUTHEAST 1/4 OF
SECTION 6-26-21

CHAPEL CREEK PHASE 1A
(PLAT BOOK 62, PAGES 134-148)

TRACT "H"
WETLAND
CONSERVATION
AREA "T"

TRACT "H"
DRAINAGE AREA
(NR)

S.89°11'33"E. 624.58'

217.58'

407.00'

POINT OF
COMMENCEMENT
NORTHWEST CORNER
OF TRACT "R"

NORTHERLY BOUNDARY
OF TRACT "R"
BASIS OF BEARINGS
REFERENCE LINE

POINT OF BEGINNING

TRACT "R-2"
OFFICE SITE

TRACT "R"
FUTURE
DEVELOPMENT

TRACT "R-1"
AMENITY CENTER

TRACT "R"
FUTURE
DEVELOPMENT

TRACT "A"
60.00' LANDSCAPE BUFFER

N.00°48'27"E. 388.60'

WESTERLY
BOUNDARY
OF TRACT "R"

WESTERLY
BOUNDARY
OF TRACT "R"

N.00°48'27"E.
388.60'

SOUTHERLY
BOUNDARY
OF TRACT "R"

RB=S.89°08'22"E.

0.29'

N.89°11'33"W.
(NR)

(NR) SOUTH
397.94'

TRACT "R"
FUTURE DEVELOPMENT

TRACT "R-3"
DISSENTER COURT

TRACT "F"
DRAINAGE AREA

CHAPEL CREEK PHASE 1A
(PLAT BOOK 62, PAGES 134-148)

NORTHEAST CORNER
OF TRACT "R"

EASTERLY
BOUNDARY
OF TRACT "R"

CLIFTON DOWN DRIVE

TRACT "V"
40.00' LANDSCAPE BUFFER

CHAPEL CREEK PHASE 1A TRACT "R-2" (OFFICE SITE)

Prepared For: **NEW CHAPEL CREEK, LLC**

DESCRIPTION SKETCH

(Not a Survey)

Arthur W. Merritt

Arthur W. Merritt

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

AMERRITT, INC.

LAND SURVEYING AND MAPPING

LICENSED BUSINESS NUMBER LB7778

3010 W. Azeele Street, Suite 150

Tampa, FL 33609

PHONE (813) 221-5200

Drawn: WFS

Checked: AWM

Order No.: AMI-NCC-CC-001

Date: 9-21-20

Dwg: CHAPELCKR-WEST-OFFICE-DS.dwg

File Path: P:\Chapel Creek West\Master Plan\Description\Office Site

SECTION 6, TOWNSHIP 26 SOUTH, RANGE 21 EAST

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

REVISIONS

SHEET NO. 2 OF 2 SHEETS

No.	Date	Description	Dwn.

Tab 6

**WRITTEN CONSENT
OF
THE SOLE MEMBER
AND
THE SOLE MANAGER
OF
CHAPEL CREEK CDD HOLDINGS, LLC**

_____, 2020

THE UNDERSIGNED, being the sole member (the "Sole Member") and sole manager (the "Sole Manager") of Chapel Creek CDD Holdings, LLC, a Florida limited liability company (the "Company"), hereby consents to the adoption of the following resolutions and to the taking of the actions contemplated by such resolutions without a meeting pursuant to the Florida Revised Limited Liability Company Act (Chapter 605, Florida Statutes), and direct that this written consent (this "Consent") be filed in the records of the Company. All such actions and resolutions shall have the same force and effect as though duly taken and adopted at a meeting of the member or manager, as applicable, duly called and legally held.

WHEREAS, the Sole Member and Sole Manager deem it to be advisable and in the best interests of the Company to file those certain Articles of Merger with the Florida Department of State, in substantially the form attached hereto as Exhibit A ("Articles of Merger") in connection with the merger of the Company with and into New Chapel Creek, LLC, a Florida limited liability company ("NCC"), with NCC as the surviving company (the "Merger"), pursuant to the terms of that certain Agreement and Plan of Merger, in substantially the form attached hereto as Exhibit B (the "Plan of Merger"; and

WHEREAS, immediately prior to the Merger, the undersigned Sole Member and Sole Manager deem to be advisable and in the best interests of the Company for the Company to enter into that certain Termination Agreement by and between the Company and Rizzetta-Chapel Creek Properties, LLC, to be dated on or about _____, 2020 (the "Termination Agreement").

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the Plan of Merger and the transactions contemplated thereby, including, without limitation, the Merger, be, and they hereby are, determined to be fair, advisable and in the best interest of the Company; and that the Plan of Merger be, and it hereby is, adopted and approved;

FURTHER RESOLVED, that the form, terms and provisions of the Termination Agreement and the transactions contemplated thereby be, and they hereby are, determined to be fair, advisable and in the best interest of the Company; and that the Termination Agreement be, and it hereby is, approved;

FURTHER RESOLVED, that the Sole Manager, the Sole Member and the officers of the Company (each such person, an "Authorized Representative") be, and each of them hereby is, authorized and empowered to execute and deliver the Plan of Merger and the Termination Agreement, including all exhibits attached thereto, in the name and on behalf of the Company with such additions, deletions or changes therein (including, without limitation, any additions, deletions or changes to any schedules or exhibits thereto) as any such Authorized Representative executing the same shall approve (the execution and delivery thereof by any such Authorized Representative to be conclusive evidence of his or her approval of any such additions, deletions or changes);

FURTHER RESOLVED, that the Company be, and hereby is, authorized and empowered to perform all of its obligations under the Articles of Merger, including but not limited to, the Merger;

FURTHER RESOLVED, that the Authorized Representatives be, and each of them hereby is, authorized and empowered to prepare, execute and file such governmental filings as may be necessary or required by law in connection with the Merger, including, but not limited to, the filing of the Articles of Merger with the Department of State of the State of Florida;

FURTHER RESOLVED, that the Authorized Representatives be, and each of them hereby is, authorized and empowered to take all such further action and to execute and deliver all such further agreements, certificates, instruments and documents, in the name and on behalf of the Company; to pay or cause to be paid all expenses; and to take all such other actions as they or any one of them shall deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions;

FURTHER RESOLVED, that the omission from these resolutions of any agreement or other arrangement contemplated by any of the agreements or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirements of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Representatives to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions;

FURTHER RESOLVED, that the Authorized Representatives be, and each of them hereby is, authorized and empowered to do and perform or cause to be done and performed all such acts, deeds and things, and to make, execute and deliver, or cause to be made, executed and delivered, all such agreements, undertakings, documents, instruments or certificates in the name of the Company and to retain such counsel, agents and advisors and to incur and pay such expenses, fees and taxes as shall, in the opinion of the officers of the Company executing the same, be deemed necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof) to effectuate or carry out fully the purpose and interest of all of the foregoing resolutions; and that any and all such actions heretofore or hereafter taken by the Authorized Representatives relating to and within the terms of these resolutions be, and they hereby are, adopted, affirmed, approved and ratified in all respects as the act and deed of the Company; and

FURTHER RESOLVED, that facsimile or electronic signature shall constitute an original signature for all purposes of this Consent and these resolutions.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date first set forth above.

SOLE MEMBER:

CHAPEL CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Name: Brian Walsh

Title: Chairman, Board of Supervisors

SOLE MANAGER:

RIZZETTA-CHAPEL CREEK PROPERTIES,
LLC

By: _____

Name: _____

Title: _____

[Signature Page to Written Consent of the Sole Member and Sole Manager of Chapel Creek CDD Holdings, LLC]

Exhibit A

Articles of Merger

See attached.

Tab 7

ARTICLES OF MERGER
OF
CHAPEL CREEK CDD HOLDINGS, LLC
(a Florida limited liability company)
WITH AND INTO
NEW CHAPEL CREEK, LLC
(a Florida limited liability company)

These Articles of Merger are submitted in accordance with the Florida Revised Limited Liability Company Act (the “Act”), pursuant to Section 605.1025, Florida Statutes.

FIRST: The exact name and jurisdiction of the merging company is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>	<u>State Document Number</u>
CHAPEL CREEK CDD HOLDINGS, LLC	Florida	LLC	L11000136237

SECOND: The exact name and jurisdiction for the surviving company is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>	<u>State Document Number</u>
NEW CHAPEL CREEK, LLC	Florida	LLC	L10000065428

THIRD: The merger of the merging company with and into the surviving company (the “Merger”) shall become effective as of the time of the filing of these Articles of Merger (the “Effective Time”).

FOURTH: The Merger was approved by the written consent of the sole member of the merging company, upon recommendation by the manager of the merging company, on _____, 2020, in accordance with Sections 605.1021-605.1026 of the Act and the Operating Agreement of the merging company.

FIFTH: The Merger was approved by the written consent of the sole member of the surviving company, upon recommendation by the manager of the surviving company, on _____, 2020, in accordance with Sections 605.1021-605.1026 of the Act and the Second Amended and Restated Operating Agreement of the surviving company.

SIXTH: This surviving company agrees to pay any members with appraisal rights the amount to which members are entitled under Sections 605.1006 and 605.1061-1072, Florida Statutes.

SEVENTH: The Articles of Organization and the Amended and Restated Operating Agreement of the surviving company in effect prior to the Effective Time shall each remain in effect without modification as the Articles of Organization and the Amended and Restated Operating Agreement of the surviving company immediately after the Effective Time.

IN WITNESS WHEREOF, the parties have executed these Articles of Merger on the _____ date of _____, 2020.

MERGING COMPANY:

CHAPEL CREEK CDD HOLDINGS, LLC, a
Florida limited liability company

By: Chapel Creek Community Development
District, its Sole Member

By: _____
Name: Brian Walsh
Title: Chairman, Board of Supervisors

SURVIVING COMPANY:

NEW CHAPEL CREEK, LLC, a Florida limited
liability company

By: Lerner Real Estate Advisors Inc., a Florida
corporation as its Manager

By: _____
Name: _____
Title: _____

Exhibit B

Plan of Merger

See attached.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is made and entered into as of the ____ day of _____, 2020, by and between CHAPEL CREEK CDD HOLDINGS, LLC, a Florida limited liability company (the "**Merged LLC**"), and NEW CHAPEL CREEK, LLC, a Florida limited liability company (the "**Surviving LLC**"). The Merged LLC and the Surviving LLC are hereinafter sometimes referred to as the "**Constituent Entities**."

WITNESSETH:

WHEREAS, the parties desire that the Merged LLC merge into the Surviving LLC in a manner which conforms to Chapter 605 ss.1021-1026 of the Florida Revised Limited Liability Company Act.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. **Merger**. The Merged LLC shall merge into the Surviving LLC in accordance with the laws of the State of Florida (the "**Merger**").
2. **Effective Date**. The Merger shall be effective as of the date the Articles of Merger are filed with the Florida Department of State (the "**Effective Date**").
3. **Rights of the Surviving LLC**. Upon the Effective Date: (a) the Merged LLC and the Surviving LLC shall become a single limited liability limited company and the separate existence of the Merged LLC shall cease; (b) the Surviving LLC shall succeed to and possess all of the rights, privileges, and powers of the Merged LLC which, together with all of the assets and properties of the Merged LLC, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, bank accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged LLC, shall vest in the Surviving LLC without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged LLC shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; (d) the Surviving LLC shall be subject to all of the contractual restrictions, disabilities and duties of the Constituent Entities; (e) all debts, liabilities and obligations of the respective Constituent Entities shall attach to the Surviving LLC and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (f) without limitation of the foregoing provisions of this Section 3, all acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their managers, members and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving LLC as they were with respect to the Constituent Entities.

4. **Articles of Organization and Operating Agreement of Surviving LLC.** Upon the Effective Date: (a) the Articles of Organization of the Surviving LLC shall remain in effect until amended in the manner provided by law; and (b) the Amended and Restated Operating Agreement of the Surviving LLC shall remain in effect until amended in the manner provided by law.

5. **Conversion of Membership Interest.** On the Effective Date, the membership interests of the Merged LLC, shall, by virtue of the Merger and without any action on the part of the Merged LLC, cease to exist. The issued membership interests of the Surviving LLC shall not be converted in any manner. The membership interests of the Surviving LLC authorized immediately prior to the Effective Date will remain authorized from and after the Effective Date.

6. **Appointment of Agent for Service of Process.** The Merged LLC and the Surviving LLC appoint Lerner Real Estate Advisors, Inc., whose address is 3014 W. Palmira Avenue, Suite 301, Tampa, Florida 33629 to accept service of process for any legal action in Florida against all of the Constituent Entities.

7. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Merger and supersedes all prior agreements, written or oral, with respect thereto.

8. **Waivers and Amendments.** This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. **Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11. **Severability of Provisions.** The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

MERGING COMPANY:

CHAPEL CREEK CDD HOLDINGS, LLC, a
Florida limited liability company

By: Chapel Creek Community Development
District, its Sole Member

By: _____
Name: Brian Walsh
Title: Chairman, Board of Supervisors

SURVIVING COMPANY:

NEW CHAPEL CREEK, LLC, a Florida limited
liability company

By: Lerner Real Estate Advisors Inc., a Florida
corporation as its Manager

By: _____
Name: _____
Title: _____

Tab 8

TERMINATION AGREEMENT

THIS **TERMINATION AGREEMENT** (this “Agreement”) is executed as of _____, 2020, by and between Chapel Creek CDD Holdings, LLC, a Florida limited liability company (the “SPE”), and Rizzetta-Chapel Creek Properties, LLC, a Florida limited liability company (the “Manager”).

RECITALS:

WHEREAS, the SPE and the Manager entered into that certain Contract for Special Purpose Entity Management Services, dated April 8, 2013 (the “Management Agreement”); and

WHEREAS, in connection with the merger of the SPE with and into New Chapel Creek, LLC, a Florida limited liability company, SPE and the Manager desire to cancel *ab initio* and terminate the Management Agreement and all obligations therein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto, intending to be bound hereby, agree as follows:

Section 1. Adoption of Recitals. The parties hereby approve the accuracy of each of the recitals set forth above and adopt such recitals as material terms of this Agreement.

Section 2. Termination of the Management Agreement. Effective on the date hereof, all obligations of the SPE and the Manager arising under the Management Agreement shall hereby be terminated in their entirety without further action by the SPE or the Manager or their respective officers, directors, shareholders, successors or assigns, and such Management Agreement shall be void *ab initio* and of no further force or effect. The Manager hereby forever releases and discharges the SPE, the Trustee, the holders of the bonds issued by the District, and their respective officers, directors, shareholders, successors and assigns from any and all liability, claims, accountings, or causes of action whatsoever arising out of the Management Agreement.

Section 3. Entire Agreement. This Agreement supercedes all agreements previously made between the parties related to its subject matter. There are no other understandings or agreements between them.

Section 4. Construction. The headings in this Agreement are used for convenience only and shall not be used to interpret or construe its provisions.

Section 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

Section 6. Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings given them in the Management Agreement.

Section 7. Counterparts; Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but together shall constitute the same instrument; and signatures delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, shall be given the same legal force and effect as original signatures.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the day and year first above written.

“SPE”

CHAPEL CREEK CDD HOLDINGS, LLC

By: Chapel Creek Community Development
District, its Sole Member

By: _____
Name: Brian Walsh
Title: Chairman, Board of Supervisors

Name: _____
(Print or Type Name)

Name: _____
(Print or Type Name)

“MANAGER”

RIZZETTA-CHAPEL CREEK PROPERTIES,
LLC

By: _____
Name: _____
Title: _____

Name: _____
(Print or Type Name)

Name: _____
(Print or Type Name)

Tab 9

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 **Tuesday, October 6, 2020 at 11:07 a.m.** conducted by media technology authorized by Governor DeSantis' Executive Order 20-246 and in compliance of Florida Statutes.

Present and constituting a quorum:

Brian Walsh	Chairman
Bob Bishop	Vice Chairman
Milton Andrade	Assistant Secretary
John Blakely	Assistant Secretary
Garrett Parkinson	Assistant Secretary

Also present were:

Lynn Hayes	District Manager, Rizzetta & Company, Inc.
Tracy Robin	District Counsel, Straley Robin Vericker
Tonya Stewart	District Engineer, Stantec Consulting
Kirk Wagner	Representative, Aquagenix
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Mr. Hayes called the meeting to order and confirmed a quorum.

SECOND ORDER OF BUSINESS

Audience Comments

A request was made for the pool to open and a brief discussion ensued regarding concerns with required janitorial services based on the pandemic and the need to finalize procedures. No Board action was taken at this time.

THIRD ORDER OF BUSINESS

Presentation of Aquatic Inspection Report

Mr. Hayes provided the aquatic services report. Discussion ensued regarding the pond bank top areas. Mr. Wagner of Aquagenix informed the Board that the ponds are treated for the toe of pond bank into the water and they are not responsible for top side of the pond bank areas. A request was made for District Management to contact the landscape company to ensure mowing of the pond banks.

FOURTH ORDER OF BUSINESS

Discussion of Amenity Waiver Liability Form

Mr. Robin presented the Amenity Waiver Liability Form and a brief discussion ensued regarding options obtaining signatures on the forms. It was decided to post the form on the HOA website, and that the Chair would advise the HOA Manager to email the Amenity Waiver Form to the residents and request that they sign the form and send it back to the HOA Manager. Upon receipt of the signed the pool entry gate access code would be provided to the resident.

Management was asked to post a sign at the Amenity Facilities with verbiage provided by District Counsel regarding the CDC recommendations, as well as a second notice warning residents to use the facilities at their own risk.

On a Motion by Mr. Walsh, seconded by Mr. Bishop, with all in favor, the Board of Supervisors approved the Amenity Waiver Liability form for use at the District's Amenity facilities, for Chapel Creek Community Development District.

On a Motion by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Board of Supervisors authorized District Council to prepare signage to be posted at the Amenity Center pool relative to CDC guidelines and the use of the facilities being at their own risk, for Chapel Creek Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Pool Gate Access System

Mr. Hayes presented the proposal for the pool gate access system from Gate Tech Inc. and the need for internet service. Management verified there are sufficient funds in the budget for the gate, internet service, and Pool Rule Signage. The Board authorized Management to proceed with the internet installation at a not-to-exceed amount of \$150. Mr. Hayes was requested to email the Board with a photo of the pool rules sign on the pool deck and bring a photo of the pool rules sign to the next meeting.

On a Motion by Mr. Blakely, seconded by Mr. Walsh, with all in favor, the Board of

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT

October 6, 2020 Minutes of Meeting

Page 3

Supervisors approved the Gate Tech Inc. installation proposal (\$4,335) for the pool gate access system, and authorized the District Manager to get internet service installed for the gate system not to exceed \$150 monthly, for Chapel Creek Community Development District.

SIXTH ORDER OF BUSINESS

**Ratification of Insurance Proposal
through EGIS**

Mr. Hayes presented the original insurance premium proposal in the agenda packet, noting that this only included the concrete wall, general liability, and public officials' liabilities insurance for a premium of \$5,384. Mr. Hayes displayed on the shared screen the revised insurance premium proposal for the Board which included coverage for the Amenities Center and other property that totaled \$8,651.

On a Motion by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Board of Supervisors ratified the payment of the Egis Insurance premium, as amended to include the Amenity Center and other property, for Chapel Creek Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Minutes of the Board
of Supervisors' Meeting held on
September 1, 2020**

Mr. Hayes presented the minutes and inquired if there were any amendments necessary. There were none.

On a Motion by Mr. Bishop, seconded by Mr. Walsh, with all in favor, the Board of Supervisors approved the minutes from the meeting on September 1, 2020, for Chapel Creek Community Development District.

EIGHTH ORDER OF BUSINESS

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

Mr. Hayes presented the Operations and Maintenance Expenditures for August 2020. (\$13,697.42).

On a Motion by Mr. Walsh, seconded by Mr. Bishop, with all in favor, the Board of Supervisors ratified the payment of the invoices for the August 2020 Operation and Maintenance expenditures (\$13,697.42), for Chapel Creek Community Development District.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Robin reviewed the Amenity Property Deed 2d noting the various parcels. He requested authorization to prepare a drainage easement estimate for the office site to drain into the pond.

On a Motion by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Board of Supervisors approved the revised Special Warranty Deed and the transfer of the Amenity Center to Chapel Creek CDD from New Chapel Creek, LLC.

On a Motion by Mr. Andrade, seconded by Mr. Walsh, with all in favor, the Board of Supervisors authorized Mr. Robin to prepare a drainage estimate agreement for the November 3rd, 2020 meeting, for Chapel Creek Community Development District.

B. District Engineer

Ms. Stewart stated that she had completed and signed off on the Engineers certification.

C. District Manager

Mr. Hayes stated the next regular meeting was scheduled for Tuesday November 3, 2020 at 11:00 a.m. at Rizzetta & Company located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 unless the Governor extends the current Executive Order to meet telephonically. District Counsel reminded the Board of the quorum requirements of three supervisors being physically present at the in-person Board of Supervisors CDD meeting. The Board requested having the zoom phone only conference call option available for the other two Board members and residents to join the meeting.

TENTH ORDER OF BUSINESS

Supervisor Requests

Requests were made to ask the landscape company to remove shrubs at the entry monument at Stonebridge and obtain a maintenance proposal to address the main boulevard wall all the way up to the new development phases.

Mr. Walsh stated that he had obtained a proposal from GMS for District Management Services based on a multiple district relationship that they have with them. He noted that the proposal is for \$2,000 less than what Rizzetta charges for District Management. A brief discussion ensued regarding providing Rizzetta with a 60-day notice to terminate the District Management contract or by the terms contained in the Rizzetta contract and this would provide time to transition to GMS.

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT

October 6, 2020 Minutes of Meeting

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On a Motion by Mr. Walsh, and seconded by Mr. Andrade, directed District Counsel to terminate the contract with Rizzetta & Company for District Management Services for Chapel Creek Community Development District.

On an amended Motion by Mr. Walsh, seconded by Mr. Andrade, with four in favor and one nay by (John Blakley), directed District Counsel to provide the required notice for termination as stated in the current contract with Rizzetta and Company for District Management Services for Chapel Creek Community Development District.

ELEVENTH ORDER OF BUSINESS

Adjournment

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

On a Motion by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Board of Supervisors approved to adjourn the meeting at 12:01 p.m., for Chapel Creek Community Development District.

Assistant Secretary

Chairman/Vice Chairman

Tab 10

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures September 2020 For Board Approval

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

The total items being presented: **\$7,290.82**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Chapel Creek Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2020 Through September 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Brian Walsh	001895	BW090120	Board of Supervisors Meeting 09/01/20	\$ 200.00
Duke Energy	001896	Duke Summary 08/20	Duke Energy Summary 08/20	\$ 1,562.89
Egis Insurance Advisors, LLC	001898	11989	Policy Change FY19/20	\$ 137.00
Garret Parkinson	001893	GP090120	Board of Supervisors Meeting 09/01/20	\$ 200.00
Himes Electric Company, Inc.	001897	21396	Troubleshoot Street Light Circuit 08/20	\$ 1,120.65
John C. Blakely	001892	JB090120	Board of Supervisors Meeting 09/01/20	\$ 200.00
Milton Andrade	001890	MA090120	Board of Supervisors Meeting 09/01/20	\$ 200.00
Pasco County BOCC	001894	13855890	6405 Clifton Down Dr 07/20	\$ 36.95
Rizzetta & Company, Inc.	001889	INV0000052496	District Management Fees 09/20	\$ 3,333.33
Rizzetta Technology Services, LLC	001888	INV0000006146	Website Hosting 09/20	\$ 100.00
Robert Bishop	001891	BB090120	Board of Supervisors Meeting 09/01/20	<u>\$ 200.00</u>
Report Total				<u>\$ 7,290.82</u>