

*Chapel Creek  
Community Development District*

*Meeting Agenda*

*January 5, 2021*

# AGENDA

# *Chapel Creek*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 - Fax: 407-839-1526

December 29, 2020

**Board of Supervisors  
Chapel Creek  
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Chapel Creek Community Development District** will be held **Tuesday, January 5, 2021 at 11:00 AM** at the **Hampton Inn – Dade City, 13215 Hwy US 301, Dade City, FL 33525**. Masks are required to be worn at the meeting venue.

Those members of the public wishing to attend the meeting can do so using the information below:

**Zoom Video Link:** <https://zoom.us/j/94406903761>

**Zoom Call-In Information:** 1-646-876-9923

**Meeting ID:** 944 0690 3761

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the December 1, 2020 Board of Supervisors Meeting
4. Consideration of Resolution 2021-06 Electing a Treasurer and Assistant Treasurer
5. Consideration of Agreement with Stantec Consulting Services, Inc.
6. Consideration of Landscaping Proposals
  - A. Floralawn
  - B. Cardinal Landscaping
  - C. Prince & Sons, Inc.
7. Consideration of Audit Engagement Letter with McDirmit Davis – **ADDED**
8. Staff Reports

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<sup>1</sup> Comments will be limited to three (3) minutes

- A. Attorney
  - B. Engineer
  - C. Field Manager's Report
  - D. District Manager's Report
- 9. Other Business
  - 10. Supervisors Requests and Audience Comments
  - 11. Adjournment

# MINUTES

**MINUTES OF MEETING  
CHAPEL CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Chapel Creek Community Development District was held on Tuesday, **December 1, 2020** at 5:00 p.m. at the Hampton Inn – Dade City, 13215 US Hwy 301, Dade City, Florida.

Present and constituting a quorum were:

Brian Walsh	Chairman
Milton Andrade	Vice Chair
Garret Parkinson	Assistant Secretary
Tim Jones	
Steve Johnson	

Also, present were:

Jill Burns	District Manager, GMS
Tracy Robin <i>via Zoom</i>	Straley Robin Vericker
Clayton Smith	GMS
Several Residents <i>via Zoom</i>	

*The following is a summary of the discussions and actions taken at the December 1, 2020 Chapel Creek Community Development District's Regular Board of Supervisor's Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order. There were three members present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns noted there were some members of the public attending via Zoom and asked for any public comments, hearing none.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Administration of Oath to Newly Elected Supervisor**

Ms. Burns administered the oath of office to the newly elected Supervisor.

**B. Consideration of Resolution 2021-02 Canvassing and Certifying the Results of the Landowners' Election**

Ms. Burns presented Resolution 2021-02 Canvassing and Certifying the Results of the Landowners' Election; the Board had no questions.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, Resolution 2021-02 Canvassing and Certifying the Results of the Landowners' Election, was approved.

**C. Consideration of 2021-03 Declaring Vacancies**

Ms. Burns presented Resolution 2021-03 Declaring Vacancies, the Board had no questions.

On MOTION by Mr. Parkinson, seconded by Mr. Andrade, with all in favor, Resolution 2021-03 Declaring Vacancies, was approved.

**D. Consideration of Appointments to Vacant Seats**

- i. Consideration of Resume from Mr. Timothy Jones, Sr.**
- ii. Consideration of Resume from Mr. Steven Johnson**

After Board consideration, Mr. Timothy Jones was appointed to seat #1, and Mr. Steven Johnson was appointed to seat #2.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Appointing Mr. Timothy Jones, Sr. to Seat #1, was approved.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Appointing Mr. Steven Johnson to Seat #2, was approved.

Ms. Burns administered Oaths of Office to the 2 newly appointed Supervisors.

**E. Consideration of Resolution 2021-04 Electing Officers**

After Board discussion, the Board appointed Brian Walsh as Chairman, Milton Andrade as Vice Chairman, Timothy Jones, Steven Johnson, and Garret Parkinson as Assistant Secretaries, Jill Burns as Secretary, and George Flint as an Assistant Secretary.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Resolution 2021-04 Electing Officers, was approved.

**F. Consideration of Resolution 2021-05 Authorization of Bank Account Signatories**

Ms. Burns noted that Resolution 2021-05 would authorize Jill Burns, George Flint, and Ariel Lovera as signatories for the District's SunTrust bank account.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Resolution 2021-05 Authorization of Bank Account Signatories, was approved.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the November 3, 2020 Board of Supervisors Meeting and November 17, 2020 Landowners' Election**

Ms. Burns presented the November 3, 2020 Board of Supervisors meeting minutes, and the November 17, 2020 Landowners' election minutes, and asked for questions, comments, or corrections on the minutes. The Board had no changes.

On MOTION by Mr. Andrade, seconded by Mr. Walsh, with all in favor, the Minutes of the November 3, 2020 Board of Supervisors Meeting and November 17, 2020 Landowners' Election, were approved.

**FIFTH ORDER OF BUSINESS**

**Consideration of Landscaping Proposals**

**A. Floralawn**

**B. Cardinal Landscaping**

**C. Prince & Sons, Inc.**

Ms. Burns presented the three proposals and noted the price for the Floralawn proposal was \$78,204, the Cardinal proposal totaled \$76,800, and the Prince & Sons proposal totaled \$76,850. After Board discussion, the item was tabled to the January agenda. Field Manager Clayton Smith will get maps with additional areas from Mr. Andrade.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Robin had nothing further to report.



**B. Engineer**

There being none, the next item followed.

**C. Field Manager's Report**

**i. Presentation of Pond Maintenance Report from Aquagenix**

Mr. Smith reviewed the pond maintenance report.

**D. District Manager's Report**

Ms. Burns had nothing further to report.

**SEVENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Supervisors Requests and Audience  
Comments**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the meeting was adjourned.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

**RESOLUTION 2021-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT ELECTING TREASURER AND ASSISTANT TREASURER OF THE DISTRICT, PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing a Treasurer and an Assistant Treasurer, and such other officers as the Board may deem necessary.

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

- 1. DISTRICT OFFICERS.** The District officers are as follows:

\_\_\_\_\_ is appointed Treasurer

\_\_\_\_\_ is appointed Assistant Treasurer

- 2. CONFLICTS.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

- 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of January 2021

ATTEST:

**CHAPEL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

## SECTION V



Stantec Consulting Services Inc.  
777 S. Harbour Island Boulevard, Suite 600, Tampa FL 33602-5729

December 16, 2020

Chapel Creek CDD  
c/o Governmental Management Services  
Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801

**RE:                PROFESSIONAL SERVICES PROPOSAL  
                     CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT  
                     ENGINEER'S REPORTS  
                     PROJECT NUMBER: 215610537**

To Whom It May Concern:

Attached please find our Professional Services Agreement associated with the subject project. If deemed acceptable to you, please sign the form on page 2 where required and return to our office at your earliest convenience. We will then send a fully executed copy to you for your records.

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

*Stantec Consulting Services Inc.*

A handwritten signature in blue ink, appearing to read "Tonja L. Stewart".

**Tonja L. Stewart, PE**  
Senior Project Manager  
Civil Engineering  
Ph: (813) 223-9500  
Fax: (813) 223-0009  
tonja.stewart@stantec.com

Att.:    As noted



Stantec Consulting Services Inc.  
777 S. Harbour Island Boulevard, Suite 600, Tampa FL 33602-5729

December 16, 2020

**TO:** Chapel Creek CDD  
c/o Governmental Management Services  
Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801

**RE:** **PROFESSIONAL SERVICES PROPOSAL**  
**CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**ENGINEER'S REPORTS**  
**PROJECT NUMBER: 215610537**

## OVERVIEW

1. The Chapel Creek Community Development District ("Client") has requested that Stantec Consulting Services Inc. ("Consultant") provide a proposal for professional engineering services to prepare a Bond Issue Report of the District Engineer. We understand that the District has been established and bonds have been validated and one bond issue is anticipated.
2. Support documents, i.e. legal descriptions, surveys, permits, and/or construction plans will be provided to Consultant for preparation and/or inclusion in the reports.

## SCOPE OF SERVICES

### 200 Engineer's Reports

Prepare for and attend all District meetings associated with the bond issue process and closing. Based on meetings with and documents provided by both the developer of the Chapel Creek Community Development District, Consultant will estimate development costs and prepare the reports for a bond issue.

### 201 Additional Engineers' Reports

Stantec Consulting Services, Inc. will prepare subsequent Engineer's Reports as needed for additional bond issues throughout the development of the project.

<b>FEES</b>
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The compensation to be paid to Stantec Consulting Services for providing the services described in the Scope of Services shall be as follows:

Task	Description	Fee Type (See Note)	Fee Amount
200	Bond Validation Report and Initial Bond Issue Report	Fixed	\$ 10,000
201	Additional Engineers' Reports	Fixed	\$ 5,000
<b>Total</b>			<b>\$ 15,000</b>

**NOTE:**

*Fixed Fee = Each*

The attached "Professional Services Terms and Conditions" shall govern the agreement.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

  
 Tonja L. Stewart, P.E.      12/16/2020  
 Senior Project Manager      Date

David A. Kemper, PE      Date  
 Senior Principal

Chapel Creek Community Development District/Title

Date



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

**DESCRIPTION OF WORK:** Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

**DESCRIPTION OF CLIENT:** The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**COMPENSATION:** Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

**PROFESSIONAL RESPONSIBILITY:** In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

**INDEMNITY:** The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

**LIMITATION OF LIABILITY:** It is agreed that the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

**DOCUMENTS:** All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or





damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

**FIELD SERVICES:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ASSIGNMENT:** The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

**COVID-19:** The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

**CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

**FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.**



## SCHEDULE OF FEES

Effective January 1, 2020

<u>Staff Level</u>	<u>Rate</u>	
Level 3	\$ 98.00	
Level 4	\$ 108.00	
Level 5	\$ 123.00	Vanessa Nurse
Level 6	\$ 127.00	
Level 7	\$ 132.00	
Level 8	\$ 143.00	
Level 9	\$ 149.00	
Level 10	\$ 154.00	
Level 11	\$ 165.00	
Level 12	\$ 174.00	
Level 13	\$ 183.00	Tonja Stewart Mark Foster
Level 14	\$ 192.00	
Level 15	\$ 204.00	
Level 16	\$ 225.00	
Level 17	\$ 232.00	
Level 18	\$ 239.00	
Level 19	\$ 248.00	
Level 20	\$ 258.00	
Level 21	\$ 274.00	
1 Person Field Crew	\$ 95.00	Survey Field Techs
2 Person Field Crew	\$ 135.00	
3 Person Field Crew	\$ 155.00	
4 Person Field Crew	\$ 175.00	

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

## SECTION VI

# SECTION A



734 South Combee Road  
Lakeland, FL 33804

863-668-0494 – Phone  
863-668-0495 – Fax

[www.floralawn.com](http://www.floralawn.com)

## Chapel Creek

Chapel Creek Community Development District  
Zephyrhills, FL 33541

December 30, 2020

We sincerely appreciate the opportunity to propose how Floralawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

## Landscape Management

Service	Monthly	Yearly
Landscape Maintenance	\$5,775	\$69,300
St Augustine Fertilization and Pest Control	\$216	\$2,592
Shrub Fertilization and Pest Control	\$311	\$3,732
Monthly Irrigation Inspection	\$600	\$7,200
<b>TOTAL</b>	<b>\$6,902</b>	<b>\$82,824</b>

## Additional Services

Enhancements and additional services are available on an a la carte basis. These include mulching options, seasonal plant selections, turf upgrades, and special treatments.

Service	Qty	Price	Total
Mulch	300 Yards	\$50	\$15,000
Palm Pruning	30	\$50	\$1,500

# Scope of Services

## Turf Care

### Mowing

Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance **42 times** per calendar year (Floritam) and **42 times** per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season **April through October** and every other week during the non-growing season or as needed **November through March**.

Bahia lake and pond banks will be mowed **24 times per year** consistent with **3 times per month May through October** and **1 time per month or as needed November through April**.

### Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

### Edging

All turf edges of walks, curbs, and driveways shall be performed every mowing (**42 times** per year). A soft edge of all bed areas will be performed every other mowing (**21 times** per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

### Fertilization

St. Augustine/Floritam areas shall be fertilized with a commercial grade fertilizer **6 times per year**. Timing of applications will be adjusted to meet horticultural conditions.

Bahia turf areas may be fertilized and treated with insect/disease control at an additional cost that is outside of the scope of work for this contract.

### Weed, Insect, & Disease Control

Post-Emergent weed applications will be performed up to **4 times** per year between April 1st and October 30th. Pre-Emergent herbicides will be used **2 times** per year between November 1st to April 1st. Weed control applications are conducive to soil and air temperatures. Floritalawn will not be held responsible for the post emergent control of common grassy weeds like Crabgrass & common Bermuda due to the absence of legal and selective post emergent herbicides for this use.

Insect & disease control (not preventative) measures are incorporated into each fertilization application. Infestations will be treated on an as needed basis throughout the year and the customer will be made aware of the actions taken as well as the chemicals used. Ant mounds will be treated as they appear, but contract pricing does not include products that guarantee year-long ant control. Products like Bayer's Top Choice or Chipco Choice that guarantee year-long ant control can be purchased outside the scope of this contract.

## Tree, Shrub, and Groundcover Care

## Pruning

All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of **10 times** per year to ensure the following:

1. Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.
2. Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
3. The removal of dead, diseased, or injured branches and palms will be performed as needed
4. Ground covers and vines can maintain a neat and uniform appearance.

## Weeding

Weeds will be removed from all plant, tree, and flower beds **18 times** per year. This incorporates **2 times** per month during the growing season and **1 time** per month during the non-growing season on an as-needed basis. Manual hand pulling and chemical herbicides will be used as control methods.

## Fertilization

Palms and hardwood trees will be fertilized **2 times** per year. Shrubs and groundcovers will be fertilized **4 times** per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.

## Insect, & Disease Control

All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. FloraLawn does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.

## Irrigation

### Overview

At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.

### Inspections

All irrigation zones shall be inspected **1 time** per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.

### Repairs

Any repairs that have been caused by FloraLawn will be repaired at no cost. All repairs to the irrigation system other than those caused by FloraLawn will be performed on a time and materials basis with the hourly labor rate being **\$60.00 per hour**. Faults and failures of the irrigation system communicated to Florawlawn will be addressed in a fair and responsible time period, but FloraLawn cannot guarantee a specific time response.

# Miscellaneous

## Clean-Up

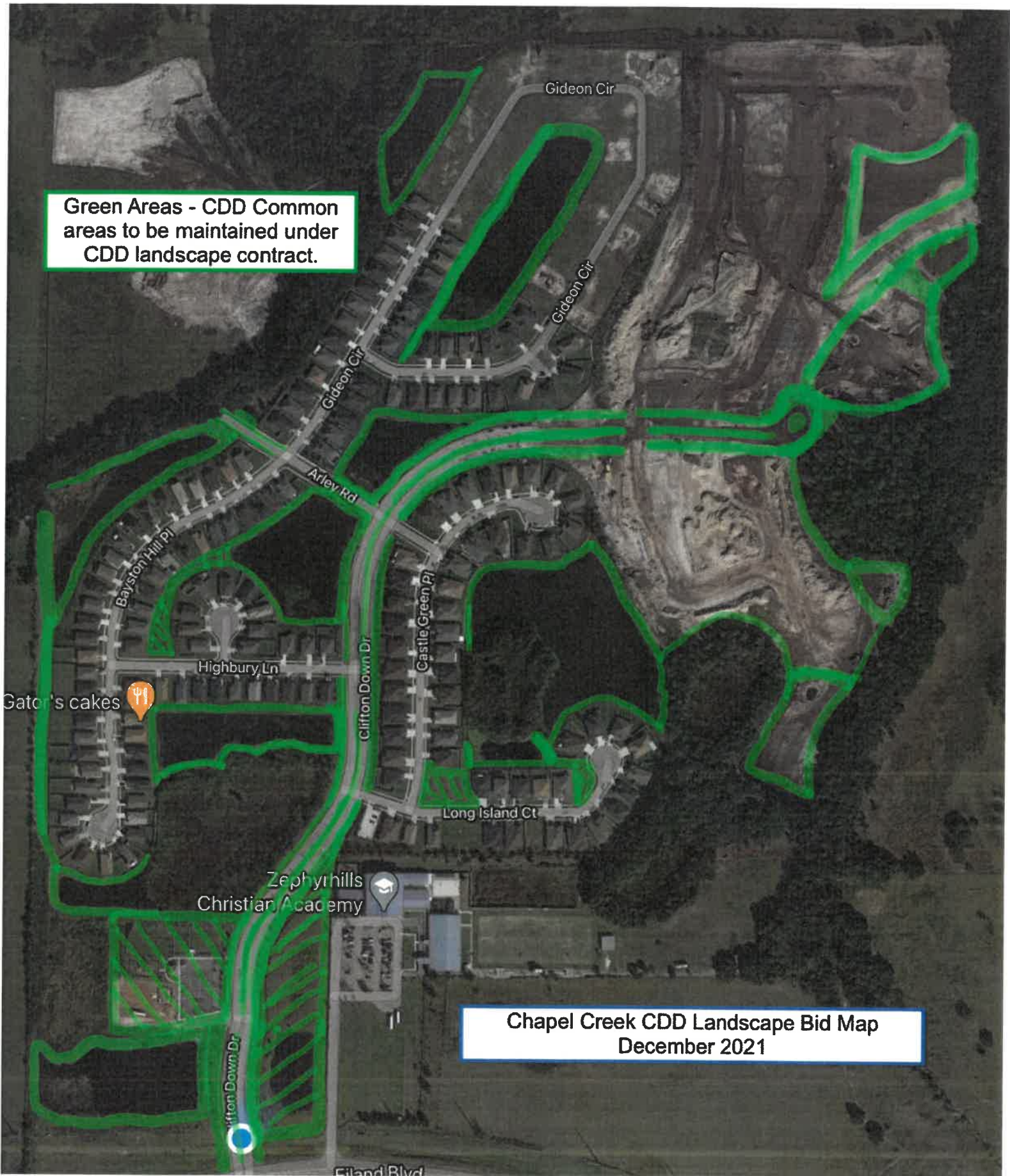
All non-turf areas will be cleaned with a backpack or street blower to remove debris created by the landscaping process. All trash shall be picked up throughout the common areas before each mowing 42 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

## Optional Items & Additional Services

1. Landscape design & installation
2. Sodding and/or Seeding
3. Annual flower bed design & installation
4. Mulching
5. Thin & prune trees over 10' in height
6. Prune Palms over 15' of clear trunk
7. New plant installation
8. Leaf clean-up
9. Pump Maintenance
10. Pump repair & installation



Green Areas - CDD Common areas to be maintained under CDD landscape contract.



Chapel Creek CDD Landscape Bid Map  
December 2021

## SECTION B

# Cardinal Landscaping Services of Tampa, Inc.

## GROUPS MAINTENANCE AGREEMENT

**THIS GROUNDS MAINTENANCE AGREEMENT**, (the “agreement”) is made and entered into by and between **CARDINAL LANDSCAPING SERVICES OF TAMPA, INC.**, a Florida corporation located at 817 E. Okaloosa Ave., Tampa, Florida, 33604 (the “company”) , and **Chapel Creek CDD**, located in **Zephyrhills, FL** (the “buyer”) . The company and buyer (collectively the “parties”), in consideration of the mutual covenants and conditions contained herein, agree as follows:

### **1. Services to be performed by Company:**

The Company hereby agrees to perform the following ground maintenance services (the “services”) at the buyers address as shown above in a workman like manner during the term of this agreement:

The Company hereby agrees to perform the following ground maintenance services (the “services”) at the buyers address as shown above in a workman like manner during the term of this agreement:

(a) Mow grass each calendar week from April 1<sup>st</sup> to October 14<sup>th</sup> and then on a bi-weekly basis October 15<sup>th</sup> thru March 31<sup>st</sup> with no less than forty-two (42) mowing's per year. **If additional services are needed because of an extended growing season there will be no additional charges to buyer.**

(b) Sidewalks, curbs, and drives will be edged each mowing. Flower beds will be hard edged a minimum of twenty-one (21) times per year.

(c) Sidewalks, curbs and all pavement areas will be blown clear of debris each visit.

(d) Shrubs will be pruned on an as needed basis to maintain the desired shape and appearance. All Ornamental trees less than ten feet in height will be selectively pruned as necessary to maintain the intended shape and design. All trees will be elevated to a height of eight feet and trimmed as necessary to ensure safe pedestrian and vehicle traffic. Large lateral branches on hardwood trees are not included in this specification. All tree pruning and trimming will be performed in accordance with recommended horticultural practices and supervised by qualified horticultural professionals. Existing tree stakes will be inspected routinely. Necessary adjustments or removals will be performed at no additional cost to the customer. **Palm trees will be billed at an additional rate of fifty dollars (50.00) per palm tree.** All cuttings and debris will be removed from the property at the time of trimming. Debris from storm damage or acts of nature may not be included.

(e) All trash and cuttings resulting from grounds maintenance operations will be removed from the buyer's property immediately.

(f) Weeds will be physically and/or chemically removed from cracks in sidewalk's, drives and flower beds in order to maintain a constant manicured appearance. A commercial grade weed removal chemical will be used.

(g) **Irrigation inspection is included in the monthly contract price.** Each month all irrigation zones will be turned on and inspected for proper coverage. Adjusting irrigation heads, timer clock adjustment, cleaning and minor adjustments of heads for maximum coverage will be done at that time at no charge to the buyer. A sight inspection looking for washouts or other signs of irrigation malfunction will be done weekly and a physical inspection monthly. **Any irrigation damage by Cardinal Landscaping will be repaired by Cardinal Landscaping.** Price for repairs if damaged other than Cardinal Landscaping will be at a rate of sixty-five

**dollars (65.00) per man hour plus the cost of parts.** Emergency irrigation repairs will be billed at a rate of \$95.00 per hour with a one hour minimum. **We would notify the management company and provide a written estimate of time and parts required prior to any work being performed.**

(h) **Mulch** is an additional price of \$55.00 per yard.

(i) **Fertilizer** based on soil and turf requirements will be applied six times per year for St. Augustine turf and four times per year for plants, palms and trees and is included in the "compensation for services", section 2 of the contract. Pest control for irrigated turf and plants will be applied as needed and per Best Management Practices. Pre and Post emergent weed control is included. **If additional services are needed there will not be an extra cost to Lake Talia Community for the additional services.** We will also spot control fire ants.

2. **Compensation for Services:** Compensation of the company for its services shall be **\$ 76,800.00** per year and such compensation shall be payable by the buyer in twelve (12) equal monthly installments of **\$ 6,400.00** beginning on the first day of, \_\_\_\_\_ 20\_21\_ and continuing on the first day of each and every month thereafter. Payments not received by the fifteenth day of the month could be subject to a five (5%) percent late charge plus interest at one and one half (1 1/2%) percent per month.

3. **Term:** This agreement shall commence on the 1st day of \_\_\_\_\_, 2021\_ and shall continue for a period of one (1) year. Thereafter, this agreement shall automatically renew for additional one (1) year periods.

4. **Choice of Law:** The parties agree this agreement shall be Governed by the laws of the state of Florida and venue shall be in Hillsborough County, Florida.

5. **Attorney Fees and Costs:** The parties agree that if any action in law is required to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, including any appeals thereof, in addition to any other costs or relief to which they may be entitled.

6. **Entire Agreement:** This contract contains the entire agreement between the parties.

7. **Understanding of the Parties:** The parties acknowledge this agreement was negotiated on the basis of the buyers' grounds as of the date signed and future changes to the grounds may require changes to this agreement. Further, any work not specified in this agreement will be negotiated on a separate basis.

**IN WITNESS WHEREOF**, the parties have executed this agreement the date and year indicated immediately below their signatures.

“Company”

Cardinal Landscaping Services of Tampa, Inc.

“Buyer”



By: \_\_\_\_\_  
Michael C. Mantei

\_\_\_\_\_  
(Signature of Buyer)

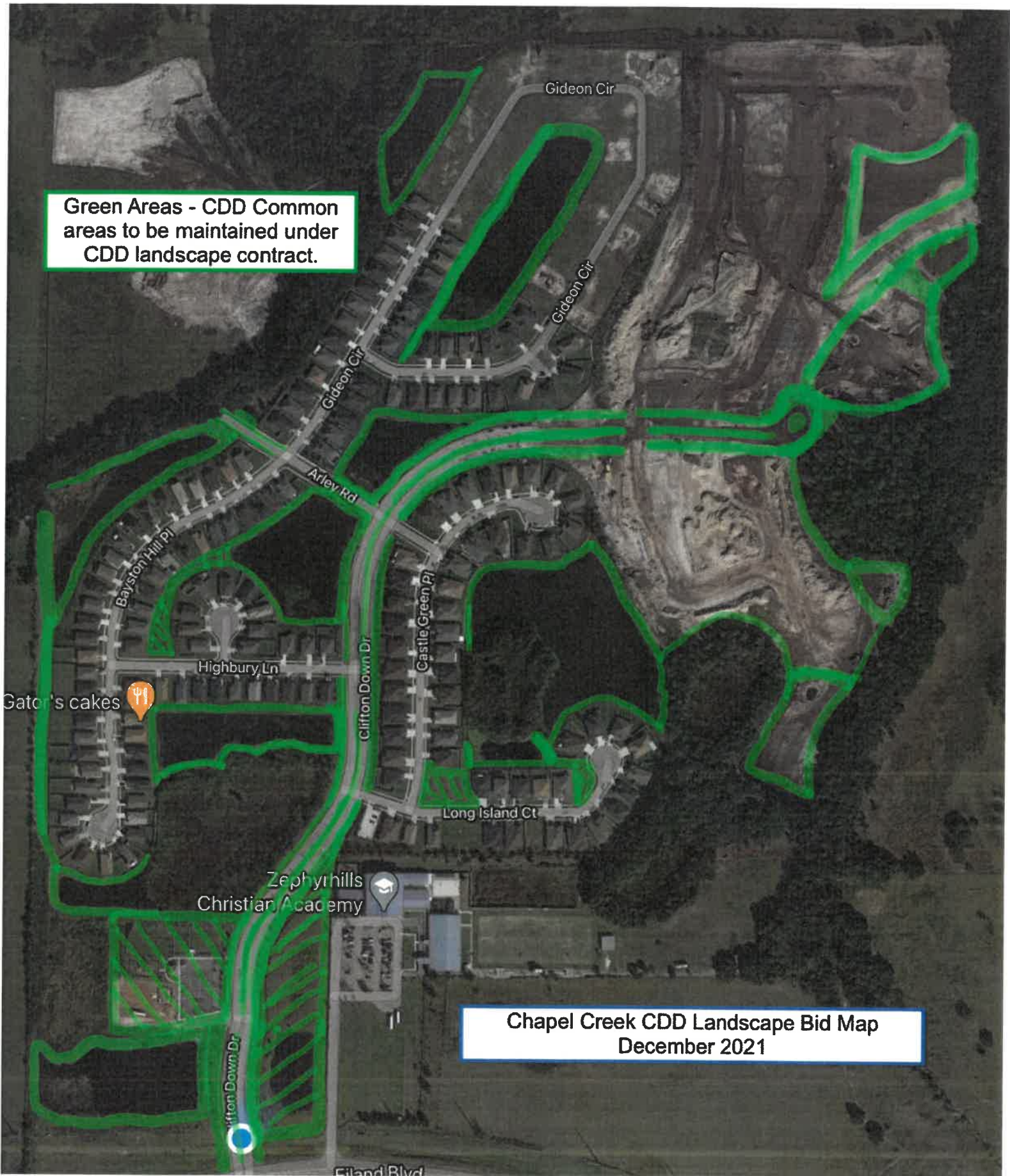
\_\_\_\_\_  
(Printed Name or Company)

1/4/2021  
Date: \_\_\_\_\_

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



Green Areas - CDD Common areas to be maintained under CDD landscape contract.



Chapel Creek CDD Landscape Bid Map  
December 2021

# SECTION C



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

## **Lawn Maintenance Service Contract Agreement**

This Lawn Service Contract (this "Contract") is made effective as of **January 1st, 2021**, by and between **Chapel Creek of Zephyrhills, FL 33542** and Prince and Sons Inc., of 200 S F Street, Haines City, Florida 33844.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, **Chapel Creek CDD** hires Prince and Sons Inc., and Prince and Sons Inc. agrees to provide Lawn Service to the **Chapel Creek CDD** at the following location **Zephyrhills, FL 33542** -under the terms and conditions hereby agreed upon by the parties:

**1. DESCRIPTION OF SERVICES.** Beginning on **January 1st, 2021**, Prince and Sons Inc., will provide the following services (collectively, the "Services"):

### **A.MOWING OF TURF AREAS:**

Mowing of all turf areas with a total of **42** visit per year and billed at monthly rate of **\$4,200**. Weed-eating (line trimming) & edging on all hard edges shall be performed during each mowing event. Bed edges will be done once a month, so it does not expand the beds from the original size. St. Augustine grass is to be cut no less than 4", Bahia no less than 3" to foster photosynthesis and strong root development. Blades shall remain sharp always, visible clippings are to be removed to prevent thatch build-up, mower operator will change patterns per service to prevent ruts in turf. Blowing off all hard surfaces shall be performed immediately following each mowing event, clippings are to be kept out of beds and waterways. Trash and small debris on grounds shall be discarded during service.

### **B. BUSHOGGING & POND MOWING:**

All retention ponds shall be maintained at a set price of **\$950** a month; **19** times annually or by request as needed. Ponds containing drains or obstacles shall be maintained by herbicide and/or weed-eater.

### **C. PRUNING & TRIMMING:**

Palm Tree trimming (30 count) **\$35.00 Per Palm. (Billable)**

Selective pruning of all ornamental shrubbery shall be performed at the best time for flower and bud development, foliage growth and as necessary for the health of the plants. Removal & disposal of all generated debris from the property shall be completed following each pruning event.

### **D. PLANT BED WEED CONTROL:**

Weed control shall be performed by using both pre-emergence and post-emergence herbicides as needed on all planter beds. Removal & disposal of all generated debris from the property shall be completed following each weeding event.





200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

#### **E. HORTICULTURAL:**

All horticulture will be done as listed below and billed at a monthly rate of **\$579.17**.

**Shrubs-** Shall be fertilized **4** times per year with professional products using 100% Poly-Coat. This process ensures year-round feeding of nutrients. All fungus emerging on plants shall be treated and controlled as needed during growing season.

**Turf-** St Augustine Grass shall be fertilized and as prescribed by technician **6** times per year. Management of turf damaging insects and pests such as Chinch Bugs using Arena and will be performed in the month of June. All Fungus in turf grass areas shall be controlled annually and treated as needed during growing season. Prince and Sons Inc. rotates active ingredients in our Fungicides to ensure chemical resistance control.

#### **F. ANNUALS: SERVICE AVAILABLE UPON REQUEST**

A selection of **000** annuals shall be rotated on the months of January-April-July-October, flowers will be selected to appropriate season and climate. This service requires management approval at a suggested cost of **\$2.00 per 4" pot.** (BILLABLE)

#### **G. MULCHING:**

**300 cubic yards** of "Small Pine-bark" mulch is to be spread at a rate of **\$45.00** per cubic yard. This service is variable and requires management approval. (BILLABLE)

#### **H. IRRIGATION SYSTEM INSPECTIONS:**

Irrigation inspections are to be performed monthly; **12** times per year and billed at **\$675** a month. A service report from Prince technician is to be completed after each inspection. Any damages sustained to the irrigation system as a direct result of the work by Prince and Sons Inc. shall be repaired at no cost to the customer. Any repairs required due to normal wear, vandalism or "Acts of God" can be completed upon request and shall be billed at actual time and materials.

**2. INDEPENDENT CONTRACTOR STATUS.** It is understood by the parties that Prince and Sons Inc. is an independent contractor with respect to **Chapel Creek CDD**, and not an employee of **Chapel Creek CDD** will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Prince and Sons Inc.

**3. INJURIES.** Prince and Sons Inc. acknowledges Prince and Sons Inc.'s obligation to obtain appropriate insurance coverage for the benefit of Prince and Sons Inc. (and Prince and Sons Inc.'s employees, if any). Prince and Sons Inc. waives any rights to recovery from **Chapel Creek CDD** for any injuries that Prince and Sons Inc. (and/or Prince and Sons Inc.'s employees) may sustain while performing services under this Contract and that are a result of the negligence of Prince and Sons Inc. or Prince and Sons Inc.'s employees.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

**4. INDEMNIFICATION.** Prince and Sons Inc. agrees to indemnify and hold harmless Chapel Creek CDD from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Chapel Creek CDD that result from the acts or omissions of Prince and Sons Inc., Prince and Sons Inc.'s employees, if any, and Prince and Sons Inc.'s agents.

**5. PERSONNEL DRESS CODE:** Employees shall wear uniforms or professional attire always. Clothing that expresses obscene language or graphics, degrading or demeaning connotations, is strictly prohibited. Prince and Sons Inc. employees shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

**6. ACCOUNT MANAGEMENT:** A Prince and Sons Inc. account manager will be assigned to this property. The account manager shall be a direct point of contact between Chapel Creek CDD and Prince and Sons Inc. We ensure he/she adheres to Best Maintenance Practices and returns all emails and phone calls within a timely professional manner. Each Prince manager has been certified by the Landscape Maintenance Association of Florida through The Department of Agriculture. Each manager continues viable education each year to provide industry leading knowledge and valuable solutions to the customer.

**7. WARRANTY:** Prince and Sons Inc. offers a full 30 days warranty on all new plant's material installed by Prince under our care and maintenance agreement.

**8. INSURANCE.** Prince and Sons Inc. will maintain at all times throughout the term of this agreement the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering Prince and Sons Inc., legal liability for bodily injuries, with limits of \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - 1. Independent Contractors Coverage for the bodily injury and property damage in connection with any subcontractor's operation.
- C. Employer's Liability Coverage with limits of \$1,000,000 per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of resulting from the operation, maintenance, or use by Prince and Sons Inc. of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

**9. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written.

**10. SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**11. APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Florida.

**12. TERMS:** The term of this agreement shall be for twelve **(12)** months, commencing on: **January 1st, 2021**, and terminating on: **December 31st, 2021**. The Customer shall notify Prince and Sons Inc. in writing of any unsatisfactory work performance or problems and shall allow Prince and Sons Inc. the opportunity to rectify any said problems in a timely manner, agreed to by both parties. This contract includes a thirty (30) day clause, in which it may be cancelled by either party, with just cause and after providing the other party with a thirty (30) day written notice.

**13. PAYMENT FOR SERVICES.** During the term of this agreement, the customer shall pay Prince and Sons Inc. the sum of: **(\$6,404.17) Six Thousand Four Hundred Four and 17/100** per month. As set forth herein on **Exhibit A**. Payments are due the 1<sup>st</sup> day of each month for that month's service. Payments not received within (30) thirty days may be subject to account being placed on hold until account is up to date.

Annual Total Cost: **(\$76,850.00) Seventy-Six Thousand Eight Hundred Fifty and 00/100.**



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

**A. CONDITIONS:**

The monthly installment price for this contract is intended to reflect an equal monthly payment for the service provided for the full term of one year. Upon early cancellation or termination of this contract by either party, Prince and Sons Inc. shall receive the remainder of payment due for services provided. Payment of this amount shall be made by the Customer immediately upon termination. If legal action becomes necessary to collect any portion of this debt, the customer shall be responsible for all court and attorney fees incurred by Prince and Sons Inc. This contract constitutes the complete agreement by both parties hereto regarding the matters set forth herein and supersedes all prior discussions, agreements, arrangements, representations and understandings.

**PRINCE AND SONS INC.**

**CUSTOMER (AUTHORIZED SIGNATURE)**

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

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

\_\_\_\_\_  
Printed Name Title

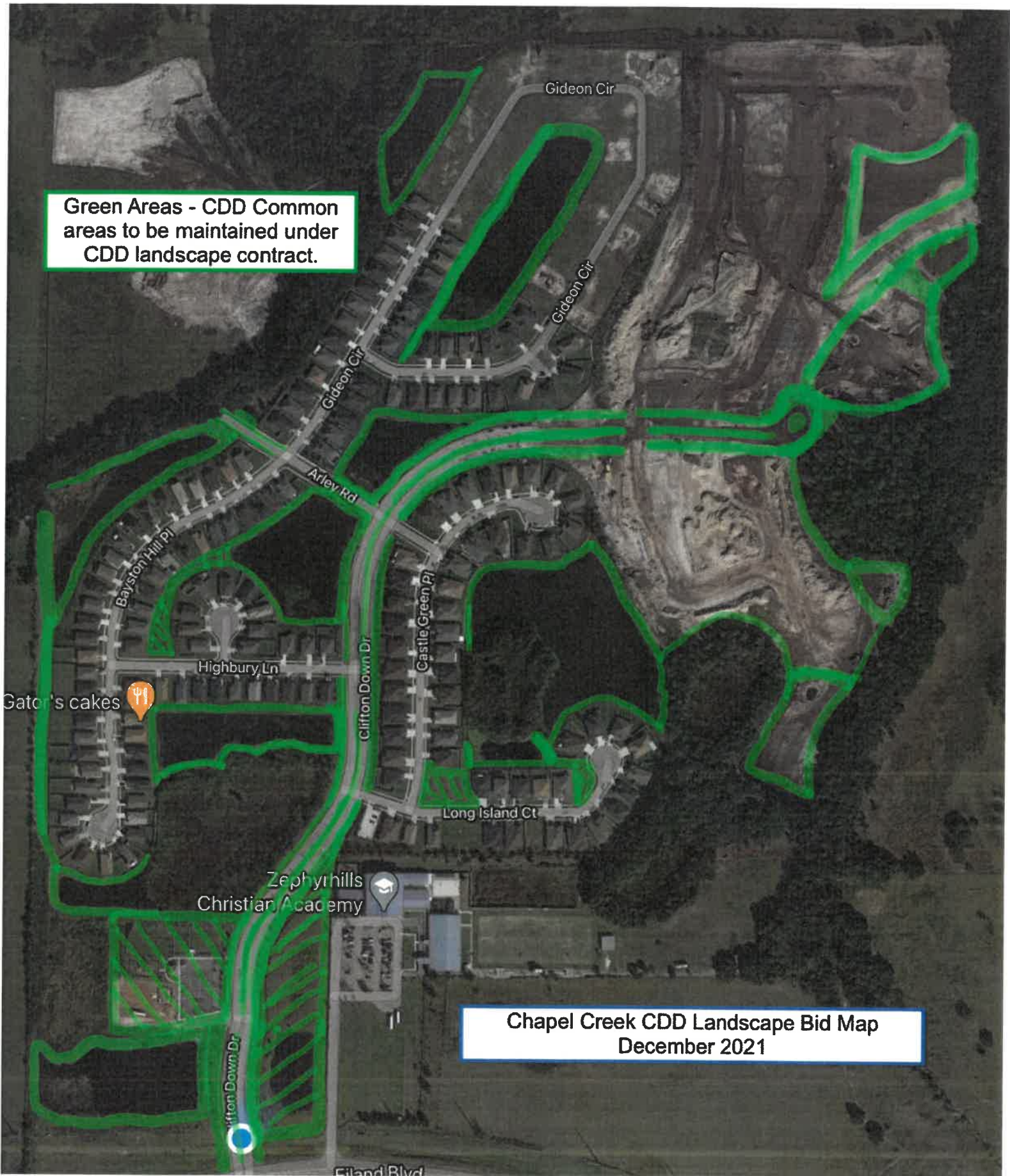
\_\_\_\_\_  
Printed Name Title

**Chapel Creek  
EXHIBIT A**

Maintenance Base Price	42 cuts per year	\$ 50,400.00
Retention Ponds	19 times per year	\$ 11,400.00
Irrigation Checks	12 times per year	\$ 8,100.00
Horticulture	Turf 6x, Shrubs 4x	\$ 6,950.00
	<b>TOTAL ANNUAL COST</b>	<b>\$ 76,850.00</b>
	<b>TOTAL MONTHLY PAYMENT</b>	<b>\$ 6,404.17</b>



Green Areas - CDD Common areas to be maintained under CDD landscape contract.



Chapel Creek CDD Landscape Bid Map  
December 2021

## SECTION VII



934 North Magnolia Avenue, Suite 100  
Orlando, Florida 32803  
407-843-5406  
[www.mcdermittdavis.com](http://www.mcdermittdavis.com)

October 13, 2020

Board of Supervisors  
*Chapel Creek Community Development District*  
9145 Narcoossee Road, Suite A206  
Orlando, FL 32827

The following represents our understanding of the services we will provide *Chapel Creek Community Development District*.

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of *Chapel Creek Community Development District*, as of September 30, 2020, and for the year then ended and the related notes to the financial statements, which collectively comprise *Chapel Creek Community Development District's* basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis

#### **Auditor Responsibilities**

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of *Chapel Creek Community Development District's* compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit; and
  - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.



As part of the audit, we will assist preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have accepted responsibility for them.

With respect to any nonattest services we perform, such as drafting the financial statements, we will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards, including Government Auditing Standards
- The engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of the preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

### Reporting

We will issue a written report upon completion of our audit of *Chapel Creek Community Development District's* basic financial statements. Our report will be addressed to the governing body of *Chapel Creek Community Development District*. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

### Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

### Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in January 2021 and the audit reports and all corresponding reports will be issued no later than June 1, 2021.

Tamara Campbell is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising McDirmit Davis, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services described in this letter will be \$4,800 for the year ended September 30, 2020, inclusive of all costs and out-of-pocket expenses, unless the scope of the engagement is changed; the assistance that *Chapel Creek Community Development District* has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding.

Our invoices for fees shall be rendered upon completion of the work, shall provide sufficient detail to demonstrate that fees charged are solely for the specified services as actually rendered and shall demonstrate compliance with the terms of this agreement.

This Agreement provides for the agreement period of one (1) year, unless terminated earlier in accordance with this Agreement. This agreement may be renewed for one additional year subject to the mutual agreement by both parties to the terms and fees for such renewal. The District agrees that Auditor may terminate this Agreement with or without cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Auditor agrees that the District may terminate this Agreement immediately with cause. Auditor further agrees that the District may terminate this Agreement by providing thirty (30) days' written notice of termination to Auditor. Upon any termination of this Agreement, Auditor shall be entitled to payment for all work and/or services rendered up until the effective termination date, subject to whatever claims or off-sets the District may have against Auditor.

Whenever possible, we will attempt to use *Chapel Creek Community Development District's* personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

#### **Public Records**

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

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 407-841-5524, RECORDREQUEST@GMSFCL.COM, OR AT 219 EAST LIVINGSTON ST., ORLANDO, FL 32801.**

At the conclusion of our audit engagement, we will communicate to the Board of Supervisors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of McDirmit Davis, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities, pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McDirmit Davis, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*McDirmit Davis*

McDirmit Davis, LLC  
Orlando, FL

\*\*\*\*\*

RESPONSE:

This letter correctly sets forth our understanding.

Chapel Creek Community Development District

Acknowledged and agreed on behalf of Chapel Creek Community Development District by:

\_\_\_\_\_  
Title: \_\_\_\_\_

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



PRIDA, GUIDA & PEREZ, P.A.  
CERTIFIED PUBLIC ACCOUNTANTS  
1106 N. FRANKLIN STREET  
TAMPA, FLORIDA 33602  
TELEPHONE: (813) 226-6091  
FAX: (813) 229-7754

## Report on the Firm's System of Quality Control

August 21, 2020

To the Owners of McDirmit Davis, LLC  
And the Peer Review Committee of the  
Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of McDirmit Davis, LLC (the firm), in effect for the year ended June 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of McDirmit Davis, LLC in effect for the year ended June 30, 2020 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. McDirmit Davis, LLC has received a peer review rating of *pass*.

Prida Guida & Perez, P.A.

## SECTION VIII

## SECTION C

# Chapel Creek CDD

## Field Management Report



January 5, 2021  
Clayton Smith  
Field Services Manager  
GMS



# Completed

## Holiday Decor



- ✚ Installed holiday décor at the main entrance monument.
- ✚ Wreaths were added with bows.
- ✚ Lighting was added to the small palms and the bushes.
- ✚ Options for additional décor in the future.

## Entry Monument Lighting

- ✚ Outlets needed to be added to the front entrance to add holiday lighting.
- ✚ A GFCI was placed on either side, and added into the photocell system.
- ✚ Will allow for future lighting and any power needs at the monuments.





# Upcoming Projects

## Landscape Enhancements



- Many landscape areas identified in need of better maintenance and enhancements.
- Will proceed with an enhancement plan after landscape bid process.
- To prioritize entrance monuments.
- Amenity parking area has significant need.

## Mulch Playground

- Playground Mulch is significantly under recommended height.
- Mulch will need to be added.



# Upcoming Projects

## Landscape Maintenance Improvements



- ✚ Work with current or new landscaper on significant improvements to overall maintenance.
- ✚ Remove/replace Median palms.
- ✚ Address concerns regarding palms at pool.
- ✚ Many other items to address.

# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at [csmith@gmscfl.com](mailto:csmith@gmscfl.com). Thank you.

Respectfully,  
Clayton Smith