

*Chapel Creek
Community Development District*

Meeting Agenda

January 5, 2021

AGENDA

Chapel Creek

Community Development District

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 (¹Speakers 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 (*to be provided under separate cover*)
 - A. Floralawn
 - B. Cardinal Landscaping
 - C. Prince & Sons, Inc.
7. Staff Reports
 - A. Attorney

¹ Comments will be limited to three (3) minutes

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

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 5th 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.

FEES

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
Total			\$ 15,000

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. Date
Senior Project Manager

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

SECTION B

SECTION C

*A-C will be
provided under
separate cover.*

SECTION VII

SECTION C

Chapel Creek CDD

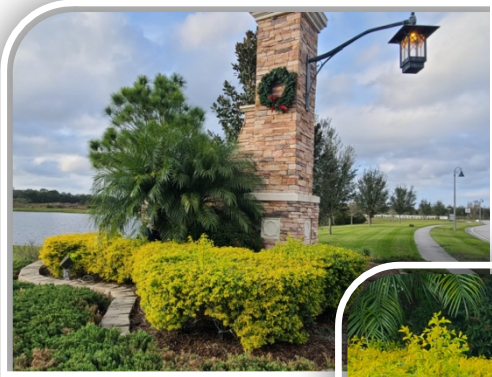
Field Management Report



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. Thank you.

Respectfully,
Clayton Smith