

*Chapel Creek
Community Development District*

Meeting Agenda

February 2, 2021

AGENDA

Chapel Creek

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

January 26, 2021

**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, February 2, 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 January 5, 2021 Board of Supervisors Meeting
4. Consideration of Resolution 2021-07 Adopting a Policy for the District Regarding Parking and Towing
5. Consideration of Property Towing and Impound Agreement with 813 Towing Service, LLC
6. Presentation of Supplemental Engineer's Report for Phases 7 and 8
7. Presentation of Master Assessment Methodology (*to be provided under separate cover*)

¹ Comments will be limited to three (3) minutes

8. Presentation of Supplemental Assessment Methodology for Series 2021 Bonds (*to be provided under separate cover*)
9. Consideration of Resolution 2021-08 Declaring Special Assessments (*to be provided under separate cover*)
10. Consideration of Resolution 2021-09 Setting a Public Hearing on the Imposition of Special Assessments (*to be provided under separate cover*)
11. Consideration of Memorandum from Straley Robin Vericker Regarding E-Verify System
 - A. Consideration of E-Verify Memorandum of Understanding for Employers
12. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Purchase and Installation of Dog Waste Stations
 - D. District Manager's Report
 - i. Discussion Regarding May Meeting Date
13. Other Business
14. Supervisors Requests and Audience Comments
15. 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, **January 5, 2021** at 11:00 a.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 Chairman
Garret Parkinson	Assistant Secretary
Tim Jones	Assistant Secretary
Steve Johnson	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Tracy Robin <i>via Zoom</i>	District Counsel, Straley Robin Vericker
Clayton Smith	GMS
Baron Hoffmeister	GMS
Tonja Stewart <i>via Zoom</i>	District Engineer

The following is a summary of the discussions and actions taken at the January 5, 2021 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 five members present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted there were no members of the public present at the meeting.

THIRD ORDER OF BUSINESS

Approval of Minutes of the December 1, 2020 Board of Supervisors Meeting

Ms. Burns presented the December 1, 2020 Board meeting minutes and asked for questions, comments, or corrections on the minutes. The Board had no changes to the minutes.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Minutes of the December 1, 2020 Board of Supervisors Meeting, were approved.
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FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2021-06
Electing a Treasurer and Assistant
Treasurer**

Ms. Burns requested that Ariel Lovera be appointed Treasurer and Jill Burns be appointed as the Assistant Treasurer.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, Resolution 2021-06 Electing Mr. Lovera as Treasurer and Ms. Burns as Assistant Treasurer, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Agreement with Stantec
Consulting Services, Inc.**

Ms. Burns presented the proposal for the engineer's report for the next bond issuance that will be paid out of the cost of issuance account when the bonds are issued. Ms. Stewart requested a copy of the legal description of the District. The agreement will be updated with E-Verify language.

On MOTION by Mr. Walsh, seconded by Mr. Jones, with all in favor, the Agreement with Stantec Consulting Services, Inc. subject to counsel review, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Landscaping Proposals

A. Floralawn

Mr. Smith presented the landscaping proposal and noted that Floralawn was the most expensive.

B. Cardinal Landscaping

Mr. Smith presented the landscaping proposal and noted the quality of their past work performance and that the price was lower than the current contract.

C. Prince & Sons, Inc.

Mr. Smith presented the landscaping proposal and noted the lower price than the current contract.

On MOTION by Mr. Andrade, seconded by Mr. Walsh, with all in favor, to Terminate the Existing Landscaping Contract and Select the Landscaping Proposal from Cardinal Landscaping with Additional Areas Noted, subject to counsel review, was approved.

SEVENTH ORDER OF BUSINESS**Consideration of Audit Engagement
Letter with McDirmit Davis – ADDED**

Ms. Burns noted the audit was for the Fiscal Year 2020 and stated that this was a renewal of the existing contract with the price of \$4,800.

On MOTION by Mr. Walsh, seconded by Mr. Jones, with all in favor, the Audit Engagement Letter with McDirmit Davis, subject to counsel review, was approved.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Mr. Robin had nothing further to report.

B. Engineer

Ms. Stewart requested the schedule for the bond issuance and the completion of the engineer's report. Ms. Burns stated the schedule would be discussed and determined on an upcoming conference call.

C. Field Manager's Report

Mr. Smith noted that outlets were added for Christmas decorations and there were plans for more decor next year. Mr. Smith's upcoming projects include landscaping improvements, adding in mulch at the playground, and a dog waste station for the pet park. He stated that he will

bring back quotes for more stations along the boulevard for the next meeting. Security options were discussed as well.

D. District Manager's Report

Ms. Burns had nothing further to report.

NINTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TENTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

It was requested to add towing policies and resolution setting public hearing to the next agenda. Also, for Mr. Smith and Mr. Hoffmeister to look into getting Wi-Fi at the amenity.

ELEVENTH ORDER OF BUSINESS

Adjournment

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

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2021-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY REGARDING PARKING AND TOWING AT THE DISTRICT OWNED AMENITY CENTER PROPERTY; AUTHORIZING THE ENGAGEMENT OF AN AUTHORIZED TOWING OPERATOR; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District owns and maintains the amenity center site and adjacent service road known as Dissenter Court, located within the boundaries of the District, described and/or depicted as Tracts R-1 and R-3 (collectively, the “**Amenity Property**”) in the Parking and Towing Policy (“**Parking and Towing Policy**”) attached hereto as **Exhibit “A”** and made a part hereof;

WHEREAS, the Board of Supervisors of the District (the “**Board**”) is authorized by Sections 190.011(15) and 190.012(2)(d), Florida Statutes, to establish a parking and towing policy for the Amenity Property and to have vehicles or vessels towed from the Amenity Property whenever they are in violation of the District’s policies or applicable regulatory requirements;

WHEREAS, unauthorized vehicles or vessels on the Amenity Property restrict the District’s vendors from performing their responsibilities and may pose a danger or cause a hazard to the health, safety, and welfare of the District, its residents, its infrastructure, and the general public;

WHEREAS, the Board held a public meeting to receive public comment on its proposed parking and towing policy; and

WHEREAS, the District desires to authorize the engagement of a towing operator to tow unauthorized vehicles or vessels.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. **Incorporation of Recitals.** The above recitals are true and correct and by this reference are incorporated as a material part of this resolution.
2. **Adoption of Parking and Towing Policy.** The Board hereby adopts the Parking and Towing Policy attached hereto as **Exhibit “A”**.
3. **Authorizing the Engagement of an Approved Towing Operator.**
 - a. The Board hereby authorizes the District’s entering into an agreement with a company that is authorized to perform towing or wrecker services in compliance with Florida law, applicable Pasco County regulations, and the Parking and Towing Policy.
 - b. The District shall coordinate with the towing operator to ensure that the required signage shall be posted on Amenity Property in the manner required by applicable laws and regulations (including specifically Section 715.07, Florida Statutes).

4. **Conflicts.** This Resolution replaces any prior resolutions, policies, rules, actions or any portion or content included therein in conflict with this resolution.
5. **Severability.** If any section or part of a section of this resolution is declared invalid, unconstitutional, or inconsistent with any law or regulation, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such part of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
6. **Effective Date.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded, repealed, replaced, or superseded.

Passed and Adopted on February 2, 2021

Attest:

**Chapel Creek
Community Development District**

Assistant Secretary

Name: _____
Chair of the Board of Supervisors

Exhibit A

Parking and Towing Policy

The Chapel Creek Community Development District (the “**District**”) has adopted the following policy (the “**Policy**”) regarding the parking and towing of vehicles or vessels of any kind (as defined by Section 715.07, Florida Statutes) located on or immediately surrounding District’s amenity center property, described and/or depicted as Tracts R-1 and R-3 on “**Exhibit A**” attached hereto (the “**Amenity Property**”). The term Amenity Property shall include all common areas and sidewalks located adjacent to the Amenity Property, and the grass strip between sidewalk and any roadway located adjacent to the Amenity Property. This Policy is in addition to, and exclusive of, various state laws, county regulations, or homeowners’ association standards governing parking.

1. Except during the hours beginning at 6:00 a.m. and ending at 10:00 p.m. each day, there shall be no parking of vehicles or vessels at any time on the Amenity Property.
2. Any vehicle or vessel parked on the Amenity Property in violation of this Policy or applicable regulatory requirements shall be towed, at the sole expense of the owner, in accordance with applicable laws and regulations (including Section 715.07, Florida Statutes).
3. Upon discovery of a violation, the towing operator with whom the District enters into a towing authorization agreement shall tow the vehicle or vessel from Amenity Property in accordance with said agreement.
4. The towing operator may patrol the Amenity Property for violations of this Policy (roam towing).
5. Residents may contact the towing operator directly concerning any violations of this Policy.

This policy was adopted by Resolution 2021-07 on February 2, 2021

EXHIBIT A
CHAPEL CREEK PHASE 1A
TRACT "R-1" (AMENITY CENTER)

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

COMMENCE at the Northwest corner of said TRACT "R", run thence along the Northerly boundary of said TRACT "R", the following two (2) courses: 1) S.89°11'33"E., 217.58 feet to the **POINT OF BEGINNING**; 2) continue S.89°11'33"E., 407.00 feet to a point on a curve, also being the Northeast corner of said TRACT "R"; thence along the Easterly boundary of said TRACT "R", the following four (4) courses: 1) Southerly, 247.11 feet along the arc of a curve to the left having a radius of 480.00 feet and a central angle of 29°29'49" (chord bearing S.11°04'55"W., 244.39 feet) to a point of reverse curvature; 2) Southerly, 29.27 feet along the arc of a curve to the right having a radius of 550.00 feet and a central angle of 03°02'57" (chord bearing S.02°08'32"E., 29.27 feet) to a point of compound curvature; 3) Southwesterly, 27.66 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 79°13'38" (chord bearing S.38°59'46"W., 25.50 feet) to a point of tangency; 4) S.78°36'35"W., 25.53 feet; thence continue S.78°36'35"W., 108.24 feet to a point of curvature; thence Westerly, 193.83 feet along the arc of a curve to the right having a radius of 975.00 feet and a central angle of 11°23'25" (chord bearing S.84°18'17"W., 193.51 feet) to a point of tangency; thence WEST, 21.34 feet; thence NORTH, 340.26 feet to the **POINT OF BEGINNING**.

Containing 2.719 acres, more or less.

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	480.00	29°29'49"	247.11	244.39	S.11°04'55"W.
2	550.00	03°02'57"	29.27	29.27	S.02°08'32"E.
3	20.00	79°13'38"	27.66	25.50	S.38°59'46"W.
4	975.00	11°23'25"	193.83	193.51	S.84°18'17"W.

BASIS OF BEARINGS

CARDINAL BEARING NOTE:

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

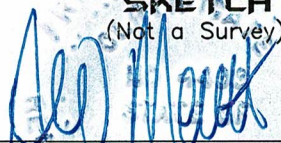
NORTH - N.00°00'00"E.
SOUTH - S.00°00'00"W.
EAST - N.90°00'00"E.
WEST - N.90°00'00"W.

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

CHAPEL CREEK PHASE 1A
TRACT "R-1" (AMENITY CENTER)

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

**DESCRIPTION
SKETCH
(Not a Survey)**


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

AMERRITT, INC.

LAND SURVEYING AND MAPPING
LICENSED BUSINESS NUMBER LB7778
3010 W. Azele Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

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

Drawn: WFS	Checked: AWM	Order No.: AMI-NCC-CC-001
Date: 9-21-20	Dwg: CHAPELCRK-WEST-AMENITY-DS.dwg	
File Path: P:\Chapel Creek West\Master Plan\Description\Amenity Center		
SECTION 6, TOWNSHIP 26 SOUTH, RANGE 21 EAST		

No.	Date	Description	Dwn.
REVISIONS			
SHEET NO. 1 OF 2 SHEETS			

LEGEND:

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

NOTE:

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

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

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

TRACT "H"
DRAINAGE AREA

(NR)
S.89°11'33"E. 624.58'

TRACT "H"
WETLAND
CONSERVATION
AREA "T"

RB=N.64°10'11"W.1

217.58'

407.00'

POINT OF BEGINNING
POINT OF COMMENCEMENT
NORTHWEST CORNER
OF TRACT "R"

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

NORTHEAST CORNER
OF TRACT "R"

TRACT "R-1"
AMENITY CENTER

TRACT "R"
FUTURE
DEVELOPMENT

TRACT "R-2"
OFFICE SITE

TRACT "R"
FUTURE
DEVELOPMENT

NORTH
340.26'

TRACT "A"
60.00' LANDSCAPE BUFFER

TRACT "R"
FUTURE DEVELOPMENT

WEST
21.34'

TRACT "R-3"
DISSENTER COURT

SOUTHERLY BOUNDARY
OF TRACT "R"

TRACT "F"
DRAINAGE AREA

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

108.24'
S.78°36'35"W.

S.78°36'35"W.
25.53'

TRACT "V"
40.00' LANDSCAPE BUFFER

CLIFTON DOWN DRIVE

CHAPEL CREEK PHASE 1A TRACT "R-1" (AMENITY CENTER)

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

**DESCRIPTION
SKETCH**
(Not a Survey)

Arthur W. Merritt

Arthur W. Merritt

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

AMERRITT, INC.

LAND SURVEYING AND MAPPING

LICENSED BUSINESS NUMBER LB7778

3010 W. Azele Street, Suite 150

Tampa, FL 33609

PHONE (813) 221-5200

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

Date: 9-21-20 Dwg: CHAPELCRK-WEST-AMENITY-DS.dwg

File Path: P:\Chapel Creek West\Master Plan\Description\Amenity Center

SECTION 6, TOWNSHIP 26 SOUTH, RANGE 21 EAST

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

REVISIONS

SHEET NO. 2 OF 2 SHEETS

No.	Date	Description	Dwn.
REVISIONS			

SECTION V

PROPERTY TOWING AND IMPOUND AGREEMENT

In accordance with the terms of this PROPERTY TOWING AND IMPOUND AGREEMENT (“**Agreement**”) by and between 813 Towing Service, LLC, whose address is 1112 E. 127th Avenue, Tampa, Florida 33612 (“**Contractor**”) and the Chapel Creek Community Development District., whose mailing address is c/o Government Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“**District**”), the parties do hereby agree as follows:

1. In accordance with the provisions of this Agreement, Contractor shall remove vehicles from the property (“**Property**”) below:

PROPERTY NAME: Chapel Creek Community Development District

ADDRESS: 6351 Clifton Down Drive, Zephyrhills, FL 33541

DISTRICT PROPERTY SUBJECT TO TOWING: District clubhouse/amenity center parking lot area and immediate surrounding portion of the Property common areas and drive entrances, located within the District at the address shown for the Property in this Section.

2. The District authorizes Contractor, including its employees and agents, to patrol and roam the Property, and tow any vehicles or vessels in violation (or upon request) during the times specified below, in accordance with this Agreement. The following persons are designated as authorized agents of the District who are exclusively authorized to direct Contractor to remove vehicles from the Property:
 - a. The District Manager;
 - b. The Chair of the Board of Supervisors, or such other member of the Board as designated by the Board in writing from time to time.
3. The District hereby grants Contractor the non-exclusive right to access the Property to remove any vehicle improperly parked on District Property. “**District Property**” means and includes the District clubhouse/amenity center parking lot area and the immediate surrounding portion of the Property common areas and drive entrances. The District hereby authorizes the Contractor to remove any vehicle or vessel from District Property for the following violations and other violations as determined by the District’s authorized representative from time to time:

Any vehicle or vessel parked on the District Property between the hours of 10:00 p.m. – 6:00 a.m. is in violation of the District’s parking policy.

4. Contractor shall perform all towing and impound services in accordance with Florida Statute § 715.07 and § 713.78 and any and all applicable federal, state, and local laws and ordinances (collectively, “**Towing Regulations**”). Contractor is exclusively responsible for complying with Fla. Stat. 715.07 and § 713.78 and all Towing Regulations. Contractor is solely and exclusively responsible for notifying the appropriate law

enforcement agencies regarding the removal and/or impoundment of any vehicles or vessels pursuant to this Agreement.

5. Contractor shall receive payment for towing and impound services solely from the vehicle owner in accordance with Towing Regulations. The District shall not be responsible for or liable to Contractor for any costs, expenses, fees, or charges incurred or imposed by Contractor arising from or relating to any services performed pursuant to this Agreement.
6. This Agreement will be in effect 24 hours per day, 365 days per year. This Agreement shall remain in force for a term of one (1) calendar year from date of signing, unless sooner terminated as provided herein. Either party may terminate this Agreement with or without cause upon 30 days' written notice to the other party. Upon written agreement of the parties, this Agreement shall be renewable annually.
7. All notices to either party to this Agreement shall be sent to the party's address provided herein by U.S. Mail and Certified Mail, Return Receipt Requested. Notices shall be deemed received upon the earlier of written confirmation of receipt or three (3) days after deposit in the mail.
8. This Agreement shall be interpreted in accordance with Florida law. Venue shall be in Pasco County. In the event of any litigation to enforce this Agreement or any of the terms herein, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs from the non-prevailing party.
9. This Agreement constitutes the full and complete agreement between the Parties with respect to this matter and there are no agreements or understandings between the Parties except as provided herein. This Agreement may not be changed orally but only by a written instrument signed by both parties.
10. The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder.
11. The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
12. Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising as a result of the negligence of the Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the Districts limitations on

liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor shall acknowledge the same in writing. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

13. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT MANAGER JILL BURNS AT (407) 841-5524 EXT. 115 OR BY EMAIL AT JBURNS@GMSOFL.COM OR BY REGULAR MAIL AT THE ADDRESS FIRST SHOWN ABOVE.

14. E-Verify Requirement. Pursuant to Section 448.095(2), Florida Statutes,
 - a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance, and will remain in compliance for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
 - b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District shall terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

- c. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

IN WITNESS WHEREOF and intending to be legally bound, the parties have executed this Agreement.

813 Towing Service, LLC,
a Florida limited liability company

Chapel Creek
Community Development District

Name: _____
Manager

Name: _____
Chair of the Board of Supervisors

SECTION VI

**Chapel Creek Community
Development District**

Report of the District Engineer
Capital Improvement Revenue Bonds,
Series 2021



Prepared for:
Board of Supervisors
Chapel Creek Community
Development District

Prepared by:
Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard
Suite 600
Tampa, FL 33602
(813) 223-9500

December 17, 2020



1.0 INTRODUCTION

The Chapel Creek Community Development District (the "District") encompasses approximately 350 acres in Pasco County, Florida. The District is located within Sections 5 and 6, Township 26 South, Range 21 East, and more precisely being on the north side of Eiland Boulevard just to the east of Handcart Road.

See Appendix A for a Vicinity Map.

2.0 PURPOSE

Pasco County Board of County Commissioners adopted Resolution 06-119 (effective February 14, 2006) for the purpose of constructing and/or acquiring, maintaining, and operating all or a portion of the public improvements and community facilities within the District. The purpose of this Report of the District Engineer is to provide a description and estimated costs of the public improvements and community facilities within the final phases of the community, Phases 7 and 8.

3.0 THE DEVELOPER AND DEVELOPMENT

The undeveloped land encompassing the District is owned and will be developed by Clayton Properties Group (the "Developer"), and they plan to build 390 detached single family units within Phases 7 and 8.

See Appendix B for the Phases 7 and 8 Site Plan.

4.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

The community's master and subdivision public improvements and community facilities are described separately, as follows:

4.1 WATER MANAGEMENT AND CONTROL

The design criteria for the District's water management and control is regulated by Pasco County and the Southwest Florida Water Management District (SWFWMD). The continuing subdivision water management and control plan for the District focuses on utilizing newly constructed ponds within upland areas and on-site wetlands for stormwater treatment and storage.

Any excavated soil from the ponds is anticipated to remain within the development for use in building public infrastructure including roadways and drainage pond bank fill requirements, utility trench backfill, and filling and grading of public property.

The primary objectives of the continuing Subdivision Water Management and Control for the District are:

1. To provide stormwater quality treatment of run-off from the subdivision improvements.



2. To protect the subdivision improvements within the District from regulatory-defined rainfall events.
3. To maintain natural hydroperiods in the wetlands and connecting flow ways.
4. To ensure that adverse stormwater impacts do not occur upstream or downstream as a result of the subdivision improvement during regulatory-defined rainfall events.
5. To satisfactorily accommodate stormwater run-off from adjacent off-site areas which may naturally drain through the District.
6. To preserve the function of the flood plain storage during the 100 year storm event.

The continuing Subdivision Water Management and Control includes the storm sewer systems and stormwater ponds directing and receiving drainage from the continuing subdivision improvements.

Subdivision Water Management and Control have been and will be designed in accordance with Pasco County and SWFWMD technical standards, and the storm sewer systems will be owned and maintained by the District.

4.2 DISTRICT ROADS

Subdivision District Roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, and sidewalks within rights of way abutting common areas associated with the subdivision streets that will be intersecting the community collector roads.

Subdivision Roads have been and will be designed in accordance with Pasco County's Land Development Code and technical standards, and all roads will be owned and maintained by Pasco County.

4.3 SEWER AND WASTEWATER MANAGEMENT

The District is located within the Pasco County Public Utilities service area which will provide sewer and wastewater management service to the community. The continuing Subdivision Sewer and Wastewater Management improvements include 8" gravity sanitary sewer systems within the subdivision roads right of way within Phases 7B, 8A and 8B that will connect to the Master Sewer and Wastewater Management system.

Subdivision Sewer and Wastewater Management Systems have been and will be designed in accordance with Pasco County technical standards and it will be owned and maintained by Pasco County.

4.4 WATER SUPPLY

The District is located within the Pasco County Public Utilities service area which will provide water supply for potable water service and fire protection to the community. The continuing water supply improvements within Phases 7B, 8A and 8B include looped water mains that will connect to the Master Water Supply System.

Subdivision Water Supply systems have been and will be designed in accordance with Pasco County technical standards and will be owned and maintained by Pasco County.



4.5 UNDERGROUNDING OF ELECTRICAL POWER

The District lies within the area served by Tampa Electric Company ("TECO") for electrical power service. TECO will provide electric service to the continuing subdivision streets from the Master Electric system, and there are fees to convert this service from overhead to underground. It is anticipated that the District will enter into a Street Lighting Agreement with TECO who will then own and maintain the street lights.

4.6 PROFESSIONAL SERVICES AND PERMITTING FEES

Pasco County and SWFWMD impose fees for construction permits and plan reviews. These fees vary with the magnitude and size of the development. Additionally, engineering, surveying, and architecture services are needed for the continuing subdivision design, permitting, and construction administration. As well, development/construction management services are required for the project coordination and field management.

Fees associated with performance and warranty financial securities covering Pasco County infrastructure are also required by Pasco County and may be funded through the District.

5.0 CONSTRUCTION PERMIT STATUS

Phases 7 and 8 SWFWMD and Pasco County construction permit applications have been submitted by the Developer.

6.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES COSTS

See Appendix C for the Construction Cost Estimate of the Public Improvements and Community Facilities.

7.0 SUMMARY AND CONCLUSION

The District, as outlined above, is responsible for the functional development of the lands within the District, and, except as noted above in this report, such public improvements and community facilities are located within the boundary of the District.

The planning and design of the District will be in accordance with current governmental regulatory requirements.

Items included in the Construction Cost Estimate are based on our review and analysis of the Phases 7 and 8 Site Plan and information provided by the Developer. It is our professional opinion that the estimated costs provided herein for the development are conservative to complete the construction of the Public Improvements and Community Facilities described herein. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012(1) and (2) of the Florida Statutes.

The estimate of the construction costs is only an estimate and not a guaranteed maximum cost. The estimated cost is based on historical unit prices or current prices being experienced for on-going and similar items of work in Pasco County. The labor market, future costs of equipment



and materials, and the actual construction process are all beyond our control. Due to this inherent possibility for fluctuation in costs, the total final cost may be more or less than this estimate.

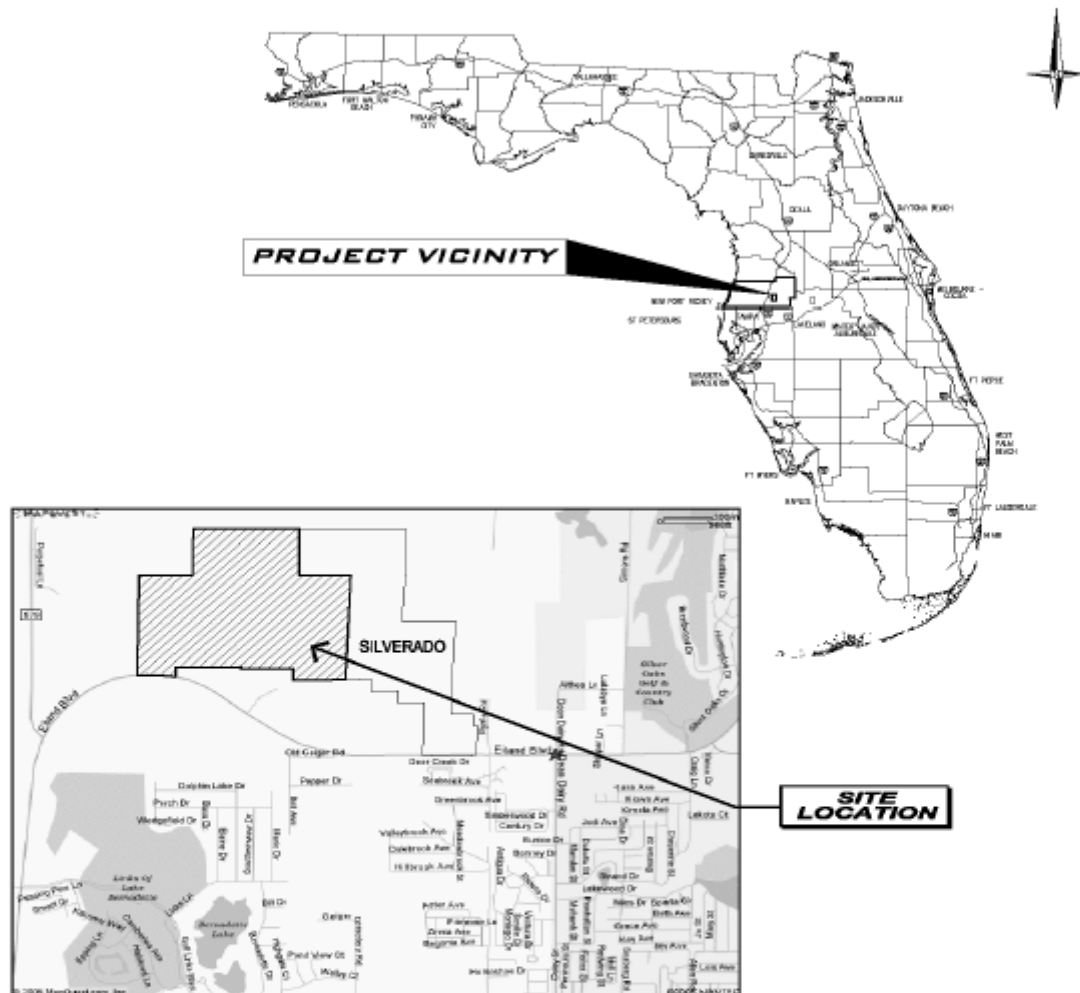
The professional service for establishing the Construction Cost Estimate are consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

Tonja L. Stewart, P.E.
Florida License No. 47704



Chapel Creek CDD
Report of the District Engineer
December 17, 2020

Appendix A VICINITY MAP



SECTION 05 & 06 TOWNSHIP 26 RANGE 21 EAST
PASCO COUNTY, FLORIDA

VICINITY & LOCATION MAP

FIGURE 1

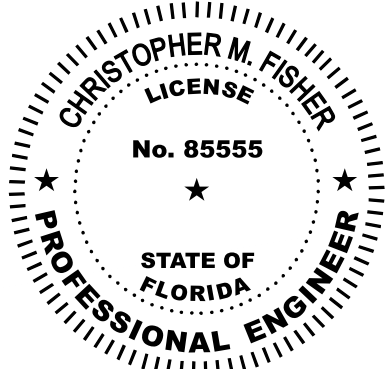


Chapel Creek CDD
Report of the District Engineer
December 17, 2020

Appendix B PHASES 7 AND 8 SITE PLAN



10-23-2020	REVIEW SUBMITTAL	INI
DATE	DESCRIPTION	BY
	REVISIONS	



Clearview
LAND DESIGN, P.L.

Engineering Business C.A. No.: 28858
3010 W Azele St., Suite 150, Tampa, Florida 33609
Office: 813-223-3919

DATE:
CHRISTOPHER M. FISHER NO. 85555
FLORIDA PROFESSIONAL ENGINEER

AERIAL SITE PLAN	
JOB NO. HLH-CC-009	CHAPEL CREEK VILLAGES 7 & 8 PHASES 1 - 3
DESIGN SANDERS	
DRAWN DROOR	PREPARED FOR: HIGHLAND HOMES
DATE 10-23-2020	Elevations based on North American Vertical Datum 1988 (NAVD 88) Conversion from NAVD 88 to NGVD 29 = +0.84 Feet
FILE ASP	SHEET 3 OF 79 SHEETS



Chapel Creek CDD
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Appendix C CONSTRUCTION COST ESTIMATE

Chapel Creek CDD
Construction Cost Estimate
Bond Series 2021

<u>DESCRIPTION</u>	<u>ESTIMATE</u>
Water Management & Control	\$7,780,000
Sewer & Wastewater Management	\$1,008,000
Water Supply	\$1,872,000
Roads	\$2,325,000
Amenity/Walls/Landscaping	\$1,000,000
Professional Fees & Permitting	\$950,000
Undergrounding of Electric	\$750,000
TOTAL	\$15,685,000



Chapel Creek CDD
Report of the District Engineer
December 17, 2020

Appendix D CONSTRUCTION COST ESTIMATE OF PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

Chapel Creek CDD
Construction Cost Estimate
Bond Series 2021

<u>DESCRIPTION</u>	<u>ESTIMATE</u>
Water Management & Control	\$7,780,000
Sewer & Wastewater Management	\$1,008,000
Water Supply	\$1,872,000
Roads	\$2,325,000
Amenity/Walls/Landscaping	\$1,000,000
Professional Fees & Permitting	\$950,000
Undergrounding of Electric	\$750,000
TOTAL	\$15,685,000

SECTION VII

*Item will be
provided under
separate cover.*

SECTION VIII

*Item will be
provided under
separate cover.*

SECTION IX

*Item will be
provided under
separate cover.*

SECTION X

*Item will be
provided under
separate cover.*

SECTION XI

STRALEY ROBIN VERICKER

1510 W. Cleveland Street

Tampa, FL 33606

Phone: 813-223-9400

Website: www.srvlegal.com

M E M O R A N D U M

TO: Community Development District Supervisors and District Managers

FROM: Straley Robin Vericker

RE: 2020 Legislative Update

DATE: April 21, 2020

During the 2020 Florida legislative session, our firm monitored several bills that could have impacted community development districts (“CDDs”) and we have prepared this memorandum to focus on the bills that passed in the legislature that will have the most impact on CDDs. Copies of any bill may be viewed online at the Florida legislature’s website: <http://www.leg.state.fl.us>.

A. The number of documents a CDD is required to post on its website by law has been reduced.

Senate Bill 1466 reduces what is required to be posted on CDD websites by amending Section 189.069, Florida Statutes. These changes include the following:

- 1) Each CDD now has the option to post a link to the Auditor General’s website for the final audit report rather than posting the actual document on its own website, so long as the CDD sends the report to the Office of the Auditor General.
- 2) A CDD is no longer required to post a public facilities report on its website.
- 3) A CDD are no longer required to post meeting materials on its website. Agendas must still be posted on its website 7 days in advance of a publicly noticed meeting or workshop and must remain on the website for at least 1 year.

Unless vetoed by Governor DeSantis, these changes will take effect on July 1, 2020.

B. The percentage a CDD may retain from progress payments to contractors for certain public construction services contracts and contracts for construction of public buildings has been reduced.

House Bill 101 amends Section 218.735, Florida Statutes to reduce the percentage retained or withheld by a CDD from 10 percent to 5 percent of each progress payment for construction services contracts and contracts for construction of public buildings having a total contract amount of \$200,000 or greater.

Unless vetoed by Governor DeSantis, these changes will become effective on October 1, 2020.

C. Public employers, contractors and subcontractors must register with and use the E-Verify system when hiring new employees and entering into certain contracts.

Senate Bill 664 requires public employers, contractors and subcontractors to register with and use the E-Verify system to verify the work authorization status of all newly hired employees in order to enter into a contract beginning on January 1, 2021. The definition of public employers includes local governments. This requirement includes those contractual relationships between contractors and subcontractors and requires subcontractors to complete an affidavit stating that the subcontractor does not employ, contract with, or subcontract with unauthorized workers.

If a public employer, contractor, or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated the requirement to register with and use E-Verify, it must terminate the contract with that person or entity. If a public employer has a good faith belief that the contractor followed the requirements of the E-Verify law, but the subcontractor has not done so, it must notify the contractor and order the contractor to terminate the subcontractor. Termination of contracts in this manner may be challenged within 20 calendar days. If a contractor is terminated for failure to follow the requirements of E-Verify law, it may not be awarded a public contract for at least 1 year from the date the contract was terminated and is liable for any additional costs incurred by the public employer as a result of the termination of the contract.

Unless vetoed by Governor DeSantis, this bill will become effective on July 1, 2020.

If you have questions about the above-mentioned anticipated changes to Florida law, please contact us at your convenience.

SECTION A



Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

SECTION XII

SECTION C

Chapel Creek CDD

Field Management Report



February 5, 2021
Clayton Smith
Field Services Manager
GMS

Completed

Holiday Décor - Removed



- ✚ Took Down holiday décor and placed neatly in a bin.
- ✚ Did not originally have keys to storage areas, however items will be stored onsite.
- ✚ Additionally, checked lighting. Considering options for enhancing lighting.

Dog Station Install

- ✚ As per request 2 dog stations were installed.
- ✚ Bags were purchased to go with the stations.
- ✚ New incoming landscaper has agreed to empty them under contract with CDD provided bags.
- ✚ Consider additional stations.



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.



In Progress

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.
- ✚ Trimming trees along main Drive
- ✚ Clearing up bed along northern edge of property.
- ✚ Irrigation repairs.

In Progress

Pool Access Control



- ✚ Access control system has been installed. Coordinating with the contractor.
- ✚ Contractor originally believe system could use cell service.
- ✚ System will need Wi-Fi installed to work.

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

SECTION 1



TO: Chapel Creek CDD Zephyrhills, FL 33541	Prepared By: Governmental Management Services-Tampa 18842 N Dale Mabry Hwy Lutz, FL 33548
Job name and Description	
<p><u>Chapel Creek CDD</u> – Install Dog Stations along Clifton Downs.</p> <p>➤ There is need for some dog stations along Clifton Downs Dr. Recommended 4 stations. Station includes dog baggie dispenser, sign, and disposal can. This is a per unit install/assembly price.</p>	

Qty	Description	Unit Price	Line Total
	Labor, Mobilization, and install Materials		\$525.00
4	Dog Waste station	\$250.00	\$1000.00
Total Due:			\$1525.00

All proposals are valid for 30 days from date of completion.

Thank You!

Client: _____