

*Chapel Creek  
Community Development District*

*Meeting Agenda*

*April 5, 2022*

# AGENDA

# *Chapel Creek*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801

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

March 29, 2022

**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, April 5, 2022, at 11:00 AM** at the **Quality Inn Zephyrhills-Dade City, 6815 Gall Blvd, Zephyrhills, FL 33542.**

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

**Zoom Video Link:** <https://us06web.zoom.us/j/84951889785>

**Zoom Call-In Information:** 1-646-876-9923  
**Meeting ID:** 849 5188 9785

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the February 1, 2022 Board of Supervisors Meeting
4. Consideration of Resolution 2022-02 Setting a Public Hearing to Adopt Amended Amenity Policies and Rates
5. Consideration of Resolution 2022-03 Directing Chairman and District Staff to File a Petition Amending District Boundaries
6. Consideration of Resolution 2022-04 Approving the Boundary Amendment Funding Agreement

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

7. Consideration of Boundary Amendment Funding Agreement
8. Consideration of Change Order for District Engineering Services to Include Preparation of Required Stormwater Legislation Report
9. Ratification of Fiscal Year 2021 Audit Services Agreement
10. Staff Reports
  - A. Attorney
  - B. Engineer
    - i. Presentation of Stormwater Management System Report
  - C. Field Manager's Report
    - i. Consideration of Proposal for Adding Gravel to Parking Lot
    - ii. Consideration of Proposal for Shade Structures
  - D. District Manager's Report
    - i. Approval of Check Registers
    - ii. Balance Sheet & Income Statement
    - iii. Announcing General Election Qualifying Period (Starting 12:00 PM Monday, June 13, 2022 and Ending 12:00 PM Friday, June 17, 2022)
11. Other Business
12. Supervisors Requests and Audience Comments
13. 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, **February 1, 2022** at 11:01 a.m. at the Quality Inn Zephyrhills-Dade City, 6815 Gall Blvd, Zephyrhills, Florida.

Present and constituting a quorum were:

Brian Walsh  
Milton Andrade *by Zoom*  
Steve Johnson  
Garret Parkinson  
Tim Jones

Chairman  
Vice Chairman  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary (joined after roll call)

Also, present were:

Jill Burns  
Tracy Robin *via Zoom*  
Clayton Smith  
Residents

District Manager, GMS  
District Counsel, Straley Robin Vericker  
GMS

*The following is a summary of the discussions and actions taken at the February 1, 2022 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 Supervisors present at the meeting constituting a quorum. Two Supervisors attended by phone with 1 joining the meeting after roll call.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns noted that there were no public comments at this time and the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the August 3, 2021 Board of Supervisors Meeting**

Ms. Burns presented the August 3, 2021 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. Parkinson, with all in favor, the Minutes of the August 3, 2021 Board of Supervisors Meeting, were approved.
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**FOURTH ORDER OF BUSINESS**

**Consideration of Conveyance Documents for New Chapel Creek, LLC Parcel *(to be provided under separate cover)***

Ms. Burns stated this strip of land was in the old entity and was intended to be conveyed to the District. She noted they were trying to get a legal description of that parcel. She asked for Board approval and to allow Counsel to draft the deed documents that need to be drawn up in order for the CDD to accept conveyance. Mr. Robin added this parcel does not have an independent legal description. Ms. Burns asked about using a not to exceed number for surveyance for approval. The Board decided on a NTE of \$2,500.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, the Conveyance Documents for New Chapel Creek, LLC Parcel with a Not To Exceed of \$2,500 and Authorization for the Chairman to sign documents related to the conveyance, was approved.
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**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-01 Re-Designating Registered Agent**

Ms. Burns stated this resolution is an administrative item that needs approval for update to the new management agent.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, Resolution 2022-01 Re-Designating Registered Agent, was approved.
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**SIXTH ORDER OF BUSINESS****Consideration of Resident Request for Additional Playground**

Ms. Burns stated a resident request had been received for an additional playground for smaller children under the age of 5. At this time there were no plans for one, and she noted there were funds available. Mr. Smith noted there was a larger multi use field on the north side of the current playground. The Board asked that staff get a playground quote and this be moved to a later date for budget consideration. Discussion ensued on the ideas for outdoor space and the development of landscaping and all of the following agenda items.

**SEVENTH ORDER OF BUSINESS****Consideration of Request to Add Umbrella or Shade at the Amenity**  
*(requested by Supervisor Johnson)*

Ms. Burns stated all of the requests were under discussion.

**EIGHTH ORDER OF BUSINESS****Discussion Regarding Additional Holiday Decorations** *(requested by Supervisor Johnson)*

Ms. Burns stated this was under discussion with all improvements.

**NINTH ORDER OF BUSINESS****Consideration of Resident Request for Additional Lighting at the Amenity**  
*(requested by Supervisor Johnson)*

Ms. Burns stated this was under discussion with the above items. The Board decided to get quotes on all of the requests for playground, umbrellas, holiday decorations, and additional lighting and put it on a future agenda for budget discussion. Discussion ensued on expenditures on holiday lights, landscaping, and other shade needs. They wanted the focus to be at the amenity, cameras, security, and landscaping. Clayton will bring back shade options at the next meeting. All of the requests will be discussed during future budget meetings.

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

Mr. Robin commented on the District Engineer report upcoming and would make comments later. He added that there were some questions on the upcoming storm water reports

and what land was owned, access to parcels, and regulatory issues. This issue would be discussed at an upcoming meeting.

**B. Engineer**

Ms. Stewart was not in attendance.

**C. Field Manager's Report**

**i. Consideration of Proposal for Security Cameras at Amenity**

Mr. Smith presented the Field Manager's report. He noted the security access system, and the cards were up and running. He stated landscaping enhancements were completed but the frosts has had an impact. He noted the landscaper was coming out to review and they would get things back in shape. Playground mulch was added, streetlights are being repaired, lighting inspection has been completed, pressure washing, and tree pruning is in progress. The proposal for security cameras was a basic system in different locations. He added remote access is available, and it is cost effective. Ms. Burns noted there was a security line item for \$7,500 available for this expenditure.

On MOTION by Mr. Walsh, seconded by Mr. Jones, with all in favor, the Proposal for Security Cameras at the Amenity, was approved.

**ii. Consideration of Proposals for Amenity Pest Control Services**

Mr. Smith presented the different proposals for pest control due to the current company no longer in service. He reviewed the areas that would be treated. Ms. Burns noted what was available in the budget. After discussion the Board decided to go with All American for the pest service.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, the Proposal for Amenity Pest Control Services with All American, was approved.

**iii. Consideration of Proposal for Various Landscape Items**

Mr. Smith presented the landscape proposal with various general clean up items to include brush clean up at different locations, plant removal of dead plants, trimming of plants,

and installing new plants. Ms. Burns noted the landscape budget for enhancements was at \$35,000. Discussion ensued on locations that needed attention and what could be omitted from the proposal. After discussion the Board decided to set a not to exceed amount of \$6,800.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, the Proposal for Various Landscape Items with a Not To Exceed Amount of \$6,800, was approved.

#### **D. District Manager's Report**

##### **i. Approval of Check Register**

Ms. Burns noted the check register was included in the package and is through December 31<sup>st</sup>. The total amount for the general fund was \$349,450.21.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, the Check Register for \$349,450.21, was approved.

##### **ii. Balance Sheet & Income Statement**

Ms. Burns noted that the financial statements were included in the package and there was no action required.

##### **iii. Ratification of QGS Change Orders #16 and #17**

Ms. Burns stated that these were previously approved and needed to be ratified by the Board.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, Change Orders #16, and #17, were ratified.

#### **ELEVENTH ORDER OF BUSINESS**

##### **Other Business**

There being none, the next item followed.

#### **TWELTH ORDER OF BUSINESS**

##### **Supervisors Requests and Audience Comments**

There were no Supervisors requests, so Ms. Burns opened the floor to audience comments. There were no audience comments.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

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

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Chairman/Vice Chairman

## SECTION IV



**RESOLUTION 2022-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AMENITY POLICIES AND RATES; 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; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District’s Board of Supervisors (“Board”) to adopt amended amenity policies and rates pursuant to Chapter 120, *Florida Statutes*.

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

**SECTION 1.** The Board of Supervisors will hold a public hearing to adopt Amended Amenity Policies and Rates setting forth the suspension and termination of privileges related to the use of the district’s recreational facilities and services, and establish non-resident fees and rental rates, among others, related to the use of the District’s recreational facilities and services, a proposed copy of which is attached hereto as **Exhibit A** (“Amended Amenity Policies and Rates”). The Board will hold a public hearing on **Tuesday, May 3, 2022 at 11:00 A.M. at the Quality Inn Zephyrhills—Dade City, 6815 Gall Blvd., Zephyrhills, Florida 33542.**

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its

adoption. **PASSED AND ADOPTED** this 5th day of April 2022.

**ATTEST:**

**CHAPEL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A**      Amended Amenity Policies and Rates

# **CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT**

## **AMENDED AMENITY POLICIES AND RATES**

**ADOPTED – MAY 3, 2022**

<sup>1</sup> LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2021); in accordance with Chapter 190 of the Florida Statutes, and on May 3, 2022, at a duly noticed joint public meeting and after a duly noticed public hearing, the Boards of Supervisors of the Chapel Creek Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services, including the stormwater management facilities and the Amenity Facilities (defined below).

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## DEFINITIONS

**“Amenities” or “Amenity Facilities”** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to swimming pool, pool deck, tot lot, playground and lakes, together with their appurtenant facilities and areas.

**“Amenity Policies” or “Policies” and “Amenity Rates”** – shall mean these Amenity Policies and Rates of the Chapel Creek Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

**“Amenity Manager”** – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

**“Amenity Rates”** – shall mean those rates and fees established by the Board of Supervisors of the Chapel Creek Community Development District as provided in **Exhibit A** attached hereto.

**“Access Card”** – shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

**“Board of Supervisors” or “Board”** – shall mean the Board of Supervisors of the Chapel Creek Community Development District.

**“District”** – shall mean the Chapel Creek Community Development District.

**“District Staff”** – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

**“Guest”** – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

**“Homeowners Association” or “HOA” or “POA”** – shall mean an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

**“Household”** – shall mean a residential unit or a group of individuals residing within a Patron’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District’s request, proof of residency for individuals over the age of eighteen (18) years may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

**“Lakes” or “Ponds”** – shall mean those water management and control facilities and waterways within the Districts, including but not limited to stormwater management facilities, lakes and ponds.

**“Non-Resident”** – shall mean any person who does not own property within the District.

**“Non-Resident Patron”** – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

**“Non-Resident User Fee” or “Annual User Fee”** – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

**“Patron”** – shall mean Residents, Guests, Non-Resident Patrons and Renters.

**“Renter”** – shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

**“Resident”** – shall mean any person or Household owning property within the District.

The words "hereof," "herein," "hereto," "hereby," "hereinafter" and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

## AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons and Guests have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** *All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities.*
- (3) **Resident Access and Usage.** In consideration of the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments to property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year. Residents must pay such maintenance special assessments, which covers Annual User Fee applicable to such Resident, entitling the Resident to use the Amenities for the corresponding fiscal year of the District, which fiscal year begins October 1 and ends September 30. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and receive an Access Card.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Annual User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring two (2) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. *Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.*
- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Card. Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject

to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the department of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) Access Cards.** Access Cards will be issued to each Household at the time they are closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. Access Card shall not be issued to Non-Residents. A maximum of two (2) Access Cards will be issued per Household.

All Patrons must use their Access Cards for entrance to the Amenity Facilities. Each Household will be authorized initial Access Cards free of charge after which a fee shall be charged for each additional Access Card in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances, shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards.

## GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website. No Patron or Guest is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:

  - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued.
  - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
  - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
  - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District staff. Off-road bikes/vehicles (including ATV's) and motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
  - (e) **Fireworks.** Fireworks of any kind are not permitted anywhere on District owned property or adjacent areas.
  - (f) **Skateboards, Etc.** Bicycles, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, open fields, playground area and sidewalks surrounding these areas.
  - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
  - (h) **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
  - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
  - (j) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.



- (k) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.
- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons and Guests shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.
- (p) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or its contractors may result in suspension or termination of Amenity access and usage privileges.
- (q) **Emergencies.** In the event of an injury, property damage or other emergency, please contact District Staff immediately in accordance with the terms of this policy contained herein.
- (r) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.

## SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

## SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls and fitness center), pools, various sport courts and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Minors fourteen (14) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older, always within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.
- (7) **Horseplay** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (8) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (9) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (10) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- (11) **Entrances.** Pool entrances must be kept clear at all times.
- (12) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (13) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.

- (14) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (15) **Pool Closure.** In addition to Hillsborough County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:
- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
  - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
  - Operational and mechanical treatments or difficulties affecting pool water quality.
  - For a reasonable period following any mishap that resulted in contamination of pool water.
  - Any other reason deemed to be in the best interests of the District as determined by District staff.
- (16) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (17) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect during the rental of other Amenity areas.
- (18) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

## PLAYGROUND POLICIES

- (1) **Use at Own Risk.** Patrons and Guests may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children fourteen (14) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass Containers.** No glass containers are permitted.

## LAKES AND PONDS POLICIES

Lakes and Ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds while allowing limited recreational use of the same.

- (1)** Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulation of any governmental entity relating to the District Lakes.
- (2)** Wading and swimming in District Lakes are prohibited.
- (3)** Patrons may fish from District Lakes. However, the District has a "catch and release" policy for all fish caught in these waters.
- (4)** Pets are not allowed in the District Lakes.
- (5)** Owners of property lying contiguous to the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty, setting and safety of the property.
- (6)** No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (7)** No pipes, pumps or other devices used for irrigation or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8)** No foreign materials may be disposed of in the District Lakes, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9)** Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10)** Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11)** Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

## DOG PARK POLICIES

**The Dog Park is restricted to use only by Patrons of the District and their guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.**

- (1) Dogs must be on leashes at all times, except within the Dog Park area.
- (2) Dogs inside the Dog park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (3) Dog handler must have the leash with them at all times.
- (4) Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (5) Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) Limit of 3 dogs per ADULT dog handler.
- (7) Puppies under four months of age should not enter the Dog Park.
- (8) Children under the age of twelve (12) are not permitted within the Dog Park area.
- (9) Dog handlers are responsible for the behavior of their animals.
- (10) Aggressive dogs are not allowed in the Dog Park. Any dogs showing signs of aggression should be removed from the Dog Park immediately.
- (11) Female dogs in heat are not permitted in the Dog Park.
- (12) Human or dog food inside the Dog Park is prohibited.
- (13) Dog handlers must clean up any dog droppings made by their pets.
- (14) Dog handlers must fill in any holes made by their pets.
- (15) Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
- (16) Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
- (17) The Dog Park is a designated “No Smoking” area.

### **USE OF THE DOG PARK IS AT PATRON’S OWN RISK**

Use of the Dog Park is voluntary and evidences your waiver of any claims against the District resulting from activities occurring at the Dog Park. The District is not responsible for any injury or harm caused by use of the Dog Park.

## SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) **General Policy.** All persons using the Amenities and entering District property shall comply with the Amenity Policies established for the safe operations and maintenance of the District's Amenities. District Staff must protect the rights and privileges of rule-abiding Patrons, and inappropriate behavior by Patrons or their Guests will not be tolerated.
- (2) **Suspension of Access and Use Privileges.** The District, through its Board, District Manager, Amenity Manager and District Counsel shall have the right to restrict, suspend or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:
  - Submits false information on any application for use of the Amenities;
  - Permits the unauthorized use of an Access Card;
  - Exhibits unsatisfactory behavior, deportment or appearance;
  - Fails to pay amounts owed to the District in a proper and timely manner;
  - Fails to abide by any District rules or policies (e.g., Amenity Policies);
  - Treats the District's supervisors, staff, general/amenity management, contractors or other representatives, or other residents or guests, in an unreasonable or abusive manner;
  - Damages or destroys District property; or
  - Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors or other representatives, or other residents or guests.
- (3) **Authority of District Staff and Members of the Board of Supervisors.** District Staff or their designee, and any member of the Board of Supervisors, may remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.
- (4) **Process for Suspension or Termination of Access and Use Privileges.** Subject to the rights of District Staff set forth in Paragraph (3) above, the following process shall govern suspension and termination of privileges:
  - (a) Offenses:
    - i. First Offense: Verbal warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.
    - ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.
    - iii. Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.
  - (b) Each offense shall expire one (1) year after such offense was committed, at which time the



number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses

- (c) Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender's privileges, which suspension or termination may include members of the offender's Household and may, upon the first offense, equal to or exceed one year. Situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.
- (d) Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final and binding.

- (5) **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Paragraph 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

## USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron, Guest or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

## SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

## SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

## AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

**The above Amenity Policies and Rates were adopted on May 3, 2022 by the Board of Supervisors for the Chapel Creek Community Development District, at a duly noticed public hearing and meeting.**

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**Secretary/Assistant Secretary**

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**Chairperson, Board of Supervisors**

**Exhibit A:** Amenity Rates

**Exhibit B:** Amenity Access Registration Form

**EXHIBIT A**  
**AMENITY RATES**

TYPE	RATE
Annual User Fee	\$2,500.00
Replacement Access Card	\$50.00

**EXHIBIT B**  
**AMENITIES ACCESS REGISTRATION FORM**

**CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT  
AMENITIES ACCESS REGISTRATION FORM**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME TELEPHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ADDITIONAL RESIDENT 1: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 2: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 3: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 4: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 5: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

**ACCEPTANCE:**

I acknowledge receipt of the Access Card(s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Access Card. It is understood that Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable Replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenity Facilities (as defined in the District's Amenity Policies & Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

\_\_\_\_\_  
Signature of Patron (Parent or Legal Guardian if Minor)

\_\_\_\_\_  
Date

**AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)**

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Chapel Creek Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Patron

State of Florida

County of \_\_\_\_\_

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_, 20\_\_, by \_\_\_\_\_ who is [ ] personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

Official Notary Public Signature \_\_\_\_\_

**RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:**

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the Chapel Creek Community Development District.

\_\_\_\_\_  
Signature of Patron  
(Parent or Legal Guardian if minor)

\_\_\_\_\_  
Date

**GUEST POLICY:**

Please refer to the **Amenity Policies and Rates** for the most current policies regarding guests.

**PLEASE RETURN THIS FORM TO:**

Chapel Creek Community Development District  
Attn: Jasmine Clark  
219 East Livingston Street  
Orlando, Florida 32801  
Telephone: (407) 841-5524  
Email: [amenityaccess@gmscfl.com](mailto:amenityaccess@gmscfl.com)

**OFFICE USE ONLY:**

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Entered in System

\_\_\_\_\_  
Staff Member Signature

PRIMARY RESIDENT:

Access Card #

**ADDITIONAL INFORMATION:**

Phase \_\_\_\_ – \_\_\_\_ Phase \_\_\_\_ – \_\_\_\_ Phase \_\_\_\_ – \_\_\_\_

New Construction: \_\_\_\_ Re-Sale: \_\_\_\_ Prior Owner: \_\_\_\_\_

Rental: \_\_\_\_ Landlord/Owner: \_\_\_\_\_

Lease Term: \_\_\_\_\_ Tenant/Renter: \_\_\_\_\_

## SECTION V



**RESOLUTION NO. 2022-03**

**A RESOLUTION AUTHORIZING THE AMENDMENT OF THE BOUNDARIES OF THE CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT AND AUTHORIZING THE SUBMITTAL OF A PETITION TO AMEND THE BOUNDARIES OF THE DISTRICT TO THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, UNDER SECTION 190.046, FLORIDA STATUTES.**

**WHEREAS**, the Chapel Creek Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District (the "**Board**") desires to amend the boundaries of the District and to submit a petition to amend the boundaries of the Chapel Creek Community Development District (the "**Petition**") for the area described in **Exhibit "A"** attached hereto.

**NOW THEREFORE, BE IT RESOLVED that:**

1. The Board hereby authorizes and approves the amendment of the District boundaries, and the Board hereby authorizes and directs the Chair to sign and submit the Petition to the Board of County Commissioners of Pasco County, Florida.
2. The Board hereby authorizes and directs the Chair, the Vice Chair, any other member of the Board, the District Counsel, and the District Manager to take any action or to offer testimony in any proceeding held in connection with obtaining approval of the Petition from the Board of County Commissioners of Pasco County, Florida.
3. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED ON THE 5TH DAY OF APRIL, 2022.**

**Attest:**

**Chapel Creek Community  
Development District**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors

## SECTION VI

**RESOLUTION NO. 2022-04**

**A RESOLUTION APPROVING THE BOUNDARY AMENDMENT  
PETITION FUNDING AGREEMENT BETWEEN THE CHAPEL CREEK  
COMMUNITY DEVELOPMENT DISTRICT AND CLAYTON  
PROPERTIES GROUP, INC. D/B/A HIGHLAND HOMES**

**WHEREAS**, the Chapel Creek Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District (the "**Board**") has approved and authorized the amendment to the District's Boundaries; and.

**WHEREAS**, the Board desires to enter into a funding agreement with Clayton Properties Group, Inc., d/b/a/ Highland Homes (the "**Developer**") for payment of the costs to submit a petition to amend the boundaries of the District, as described in the Boundary Amendment Petition Funding Agreement (the "**Agreement**") attached hereto **Exhibit "A"**.

**NOW THEREFORE, BE IT RESOLVED** that:

1. The Board hereby authorizes and approves the Boundary Amendment Petition Funding Agreement between the District and the Developer and directs the Chair or the Vice Chair to execute the Agreement.
2. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED ON THE 5TH DAY OF APRIL, 2022.**

**Attest:**

**Chapel Creek Community  
Development District**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors

## SECTION VII

**CHAPEL CREEK COMMUNITY DEVELOPMENT  
BOUNDARY AMENDMENT PETITION FUNDING AGREEMENT**

This Agreement is made and entered into as of the \_\_\_\_\_ day of April, 2022, by and between the **Chapel Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated entirely within Pasco County, Florida, whose address is 219 E. Livingston Street, Orlando, Florida 32801 (the "**District**"), and **Clayton Properties Group, Inc. d/b/a Highland Homes**, a Tennessee corporation, whose address is P. O. Box 4098, Maryville, Tennessee 37802 (the "**Developer**").

**Recitals**

**WHEREAS**, the District was established by Pasco County, Florida, Ordinance No. 05-35, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure;

**WHEREAS**, the Developer has requested that the governing Board of Supervisors of the District amend the boundaries of the District;

**WHEREAS**, the Board of Supervisors have determined that it is in the best interests of the District and the Developer to seek a boundary amendment and file a petition for such purposes to the Board of County Commissioners of Pasco County, Florida (the "**County**");

**WHEREAS**, the District requires a funding mechanism to enable it to proceed with the submission of a boundary amendment petition to the County; and

**WHEREAS**, the Developer desires to provide the funds necessary to pay for the costs associated with the District's boundary amendment.

**NOW THEREFORE**, for good and valuable consideration and other mutual covenants, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Developer shall provide timely funding for all costs and expenses relating to the boundary amendment and petition to the County. Such costs expenses include, but are not limited to, petition preparation costs, petition filing fees and costs, legal fees and costs, district management fees and costs, engineering fees and costs, recording fees and costs, and any legal advertising fees and costs.

2. The District shall periodically submit funding requests to the Developer for payment of all invoices received by the District for boundary amendment expenses, as described in paragraph 1 above. The Developer shall provide payment of all funding requests within thirty (30) days after receipt thereof.

3. This instrument shall constitute the final and complete agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the

provisions contained in this Agreement may be made only by a written instrument executed by both of the parties hereto.

4. The execution of this Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

5. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such written consent shall be void.

6. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance, and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

7. In the event either party is required to enforce this Agreement by court proceedings or otherwise, the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. This Agreement is solely for the benefit of the parties herein as well as for the benefit of the District Counsel, District Manager, and the District Engineer. All of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

9. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida with venue in Pasco County, Florida.

10. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. The Agreement shall be effective after execution by both parties hereto.

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

**CHAPEL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors

**Clayton Properties Group, Inc.**  
**d/b/a Highland Homes,**  
a Tennessee corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## SECTION VIII





## PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 2022-1 Date 8 February 2022

"Stantec" Stantec Consulting Services, Inc.  
Stantec Project # 215610537  
777 S. Harbour Island Blvd., Suite 600  
Tampa, FL 33602  
Ph: (813) 223-9500  
email: tonja.stewart@stantec.com

Client Chapel Creek CDD  
Client Project # 363006  
219 E. Livingston Street  
Orlando, FL 32801  
Ph: (407) 841-5524  
email: jburns@gmsfl.com

Project Name and Location: Chapel Creek CDD (Zephyrhills, Florida)

In accordance with the original Professional Services Agreement dated 25 June 2011 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Change Order #2022-1 to be added to Task 2022 (FY 2022 Budget)

Total fees this Change Order	\$	3,000.00
Original agreement amount	\$	3,500.00
Change Order Number	\$	-
Change Order Number	\$	-
Change Order Number	\$	-
Change Order Number	\$	-
<b>Total Agreement</b>	<b>\$</b>	<b>6,500.00</b>

Effect on Schedule: None

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

**Stantec Consulting Services, Inc.**

**Chapel Creek CDD**

Signature Tonja L. Stewart, P.E.  
Print Name and Title  
Date Signed: February 8, 2022

Signature \_\_\_\_\_  
Print Name and Title  
Date Signed: \_\_\_\_\_

## SECTION IX

February 3, 2022

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

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

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of *Chapel Creek Community Development District*, as of September 30, 2021, and for the year then ended and the related notes to the financial statements, which collectively comprise *Chapel Creek Community Development District's* basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

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

1. Management's Discussion and Analysis

#### **Auditor Responsibilities**

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

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

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

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

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

### **Compliance with Laws and Regulations**

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

### **Management Responsibilities**

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

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

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

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

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

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

Our responsibilities and limitations of the engagement are as follows:

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

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

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

### **Reporting**

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

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

### **Other**

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

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

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

### **Provisions of Engagement Administration, Timing and Fees**

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

We expect to begin our audit in January 2022 and the audit reports and all corresponding reports will be issued no later than June 1, 2022.

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

Our fee for these services described in this letter will be \$4,800 for the year ended September 30, 2021, inclusive of all costs and out-of-pocket expenses, unless the scope of the engagement is changed; the assistance that *Chapel Creek Community Development District* has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding.

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

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

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

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

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

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

#### **Public Records**

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

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

E-Verification- Pursuant to Section 448.095(2), Florida Statutes (the "Statute")

- a. Auditor represents that it is eligible to contract with the District, and is currently in compliance and will remain in compliance with the Statute for as long as it has any obligations under this Agreement, including, but 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 Auditor has knowingly violated the Statute, the District will 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 Auditor otherwise complied with its obligations thereunder, the District shall promptly notify the Auditor and the Auditor will immediately terminate its contract with the subcontractor.
- c. If this Agreement is terminated in accordance with such requirements, then the Auditor will be liable for any additional costs incurred by the District.

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

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

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

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

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

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

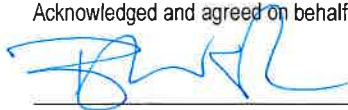
Respectfully,

*McDirmit Davis*

McDirmit Davis, LLC  
Orlando, FL

\*\*\*\*\*  
RESPONSE:

This letter correctly sets forth our understanding.  
Chapel Creek Community Development District  
Acknowledged and agreed on behalf of Chapel Creek Community Development District by:



Title: C. Hackman

# SECTION X



## SECTION B

# SECTION 1

**TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS  
PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES**

**INTRODUCTION**

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document.

Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
  - o Private entities or citizens
  - o Federal government
  - o State government, including the Florida Department of Transportation (FDOT)
  - o Water Management Districts
  - o School districts
  - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

#### GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (e.g., five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (i.e., FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

**These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.**

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (e.g., Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

#### Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6

### Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:	Chapel Creek Community Development District
Name of stormwater utility, if applicable:	N/A
Contact Person	
Name:	Tonja Stewart, PE
Position/Title:	CDD Engineer
Email Address:	tonja.stewart@stantec.com
Phone Number:	(813)223-9500

Indicate the Water Management District(s) in which your service area is located.

- ☐ Northwest Florida Water Management District (NFWFMD)
- ☐ Suwannee River Water Management District (SRWMD)
- ☐ St. Johns River Water Management District (SJRWMD)
- ☒ Southwest Florida Water Management District (SWFWMD)
- ☐ South Florida Water Management District (SFWMD)

Indicate the type of local government:

- ☐ Municipality
- ☐ County
- ☒ Independent Special District

**Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)**

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

**Part 1.1 Narrative Description:**

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

The CDD professional engineering staff has established BMPs for the stormwater ponds designed and constructed as part of its Master Drainage Plan. The District has incorporated littoral shelf and pond perimeter aquatic plantings for improved stormwater quality and management of slope erosion. Pond and landscape maintenance vendors have been informed of Illicit Discharges and street flooding for notification to District Management, if observed, for identification and maintenance.

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

## Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?   
If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility?   
If no, do you have another funding mechanism?   
If yes, please describe your funding mechanism.
- Does your jurisdiction have a Stormwater Master Plan or Plans?   
If Yes:  
How many years does the plan(s) cover?   
Are there any unique features or limitations that are necessary to understand what the plan does or does not address?  
  
Please provide a link to the most recently adopted version of the document (if it is published online):
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?   
If Yes, does it include 100% of your facilities?   
If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	No
An illicit discharge inspection and elimination program?	Yes
A public education program?	Yes
A program to involve the public regarding stormwater issues?	Yes
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?	No
A stormwater ordinance compliance program (i.e., for low phosphorus fertilizer)?	No
Water quality or stream gage monitoring?	No
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc. )?	No
A system for managing stormwater complaints?	Yes
Other specific activities?	

Monthly observations and reporting by both the pond and landscape maintenance vendors at Board of Supervisors' meetings.

Notes or Comments on any of the above:

### Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (i.e., systems that are dedicated to public ownership and/or operation upon completion)?

Yes

Notes or Comments on the above:



- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No):

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, <i>etc.</i> ?	Yes
Debris and trash removal from pond skimmers, inlet grates, ditches, <i>etc.</i> ?	Yes
Invasive plant management associated with stormwater infrastructure?	No
Ditch cleaning?	Yes
Sediment removal from the stormwater system (vacator trucks, other)?	No
Muck removal (dredging legacy pollutants from water bodies, canal, <i>etc.</i> )?	No
Street sweeping?	No
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, <i>etc.</i> ?	No
Non-structural programs like public outreach and education?	Yes
Other specific routine activities?	

## Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:		
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:	0.00	
Estimated number of storage or treatment basins (i.e., wet or dry ponds):	11	
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, etc. :	0	
Number of chemical treatment systems (e.g., alum or polymer injection):	0	
Number of stormwater pump stations:	0	
Number of dynamic water level control structures (e.g., operable gates and weirs that control canal water levels):	0	
Number of stormwater treatment wetland systems:	2	
Other:		
Pond Control Structures	9.00	
Notes or Comments on any of the above:		

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes	No	No
Rain gardens	No	No
Green roofs	No	No
Pervious pavement/pavers	No	No
Littoral zone plantings	Yes	
Living shorelines	Yes	

Other Best Management Practices:

Invasive vegetation management		

Please indicate which resources or documents you used when answering these questions (check all that apply).

- ☒ Asset management system
- ☐ GIS program
- ☐ MS4 permit application
- ☒ Aerial photos
- ☒ Past or ongoing budget investments
- ☒ Water quality projects

Other(s):

**Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)**

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government's population, please describe in the first text box provided below for part 4.0.

**Independent Special Districts:**

If an independent special district's boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Pasco County

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

**Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)**

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.*, the expiration of an interlocal agreement, introduction of an independent special district, *etc.* ).

[Proceed to Part 5](#)

**Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)**

Given the volume of services, jurisdictions should use the template's service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, "services" means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects.

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project's capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

**Part 5.1 Routine Operation and Maintenance**

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR's website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

**Routine Operation and Maintenance**

	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs	20,000	20,000	20,000	21,000	21,000
Brief description of growth greater than 15% over any 5-year period:					

## Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

**5.2.1 Flood Protection (Committed Funding Source):** Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vacator/jet trucks.

**5.2.2 Water Quality Projects (Committed Funding Source):** Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

### Expansion Projects with a Committed Funding Source

#### 5.2.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

#### 5.2.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Aquatic Plantings	5,000	5,000	5,000	5,000	5,000

### Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

**5.3.1 Future Flood Protection with No Identified Funding Source:** Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

**5.3.2 Future Water Quality Projects with no Identified Funding Source:** Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

#### Expansion Projects with No Identified Funding Source

##### 5.3.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

##### 5.3.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

- ☒ Stormwater Master Plan
- ☐ Basin Studies or Engineering Reports
- ☐ Adopted BMAP
- ☐ Adopted Total Maximum Daily Load
- ☐ Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
- ☐ Other(s):

#### Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

##### Resiliency Projects with a Committed Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

##### Resiliency Projects with No Identified Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

- Has a vulnerability assessment been completed for your jurisdiction's storm water system?

No

If no, how many facilities have been assessed?

None

- Does your jurisdiction have a long-range resiliency plan of 20 years or more?

No

If yes, please provide a link if available:

If no, is a planning effort currently underway?

Yes



**Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)**

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

**End of Useful Life Replacement Projects with a Committed Funding Source**

Project Name	LFY 2021-2022	Expenditures (in \$thousands)			
		2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**End of Useful Life Replacement Projects with No Identified Funding Source**

Project Name	LFY 2021-2022	Expenditures (in \$thousands)			
		2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.  
(Section 403.9302(3)(f), F.S.)**

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as "actual" expenditures.

Consistent with expenditure projections, the jurisdiction's actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR's interpretation of subparagraph 403.9302(3)(f), F.S., is that "capital account" refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

#### Routine O&M

	Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
	Actual Expenditures		Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		
2016-17	2,000		2,000				0	
2017-18	2,000		2,000				0	
2018-19	2,000		2,000				0	
2019-20	2,000		2,000				0	
2020-21	2,000		2,000					

#### Expansion

	Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
	Actual Expenditures		Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		
2016-17	0							
2017-18	0							
2018-19	0							
2019-20	0							
2020-21	0							

#### Resiliency

	Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
	Actual Expenditures		Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		
2016-17	0							
2017-18	0							
2018-19	0							
2019-20	0							
2020-21	0							

#### Replacement of Aging Infrastructure

	Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
	Actual Expenditures		Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		
2016-17	0							
2017-18	0							
2018-19	0							
2019-20	0							
2020-21	0							

**Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)**

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, i.e., EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	20,000	20,000	21,000	21,000
Expansion	5,000	5,000	5,000	5,000
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
<b>Total Committed Revenues (=Total Committed Projects)</b>	<b>25,000</b>	<b>25,000</b>	<b>26,000</b>	<b>26,000</b>

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
<b>Projected Funding Gap (=Total Non-Committed Needs)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Remaining Unfunded Needs</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

## Additional Table Rows

Choose from the drop-down lists for Project Type and Funding Source Type, then fill in the project name and expenditure estimates. Rows that are highlighted RED are either missing information in a "Project & Type Information" column or have zero expenditures. [Link to aggregated table to crosscheck category totals and uncategorized projects.](#)

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Total of Projects without Project Type and/or Funding Source Type			0	0	0	0	0









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Legend

-  CDD BOUNDARY  
 CONTROL STRUCTURE  
 EASEMENT  
 LANDSCAPE MAINTENANCE  
 POND BANK MAINTENANCE  
 WETLAND WITH 25' SETBACK

[illegible]

	Client/Project
1	Client A - Project X
2	Client B - Project Y
3	Client C - Project Z
4	Client D - Project W
5	Client E - Project V
6	Client F - Project U
7	Client G - Project T
8	Client H - Project S
9	Client I - Project R
10	Client J - Project Q
11	Client K - Project P
12	Client L - Project O
13	Client M - Project N
14	Client N - Project M
15	Client O - Project L
16	Client P - Project K
17	Client Q - Project J
18	Client R - Project I
19	Client S - Project H
20	Client T - Project G
21	Client U - Project F
22	Client V - Project E
23	Client W - Project D
24	Client X - Project C
25	Client Y - Project B
26	Client Z - Project A

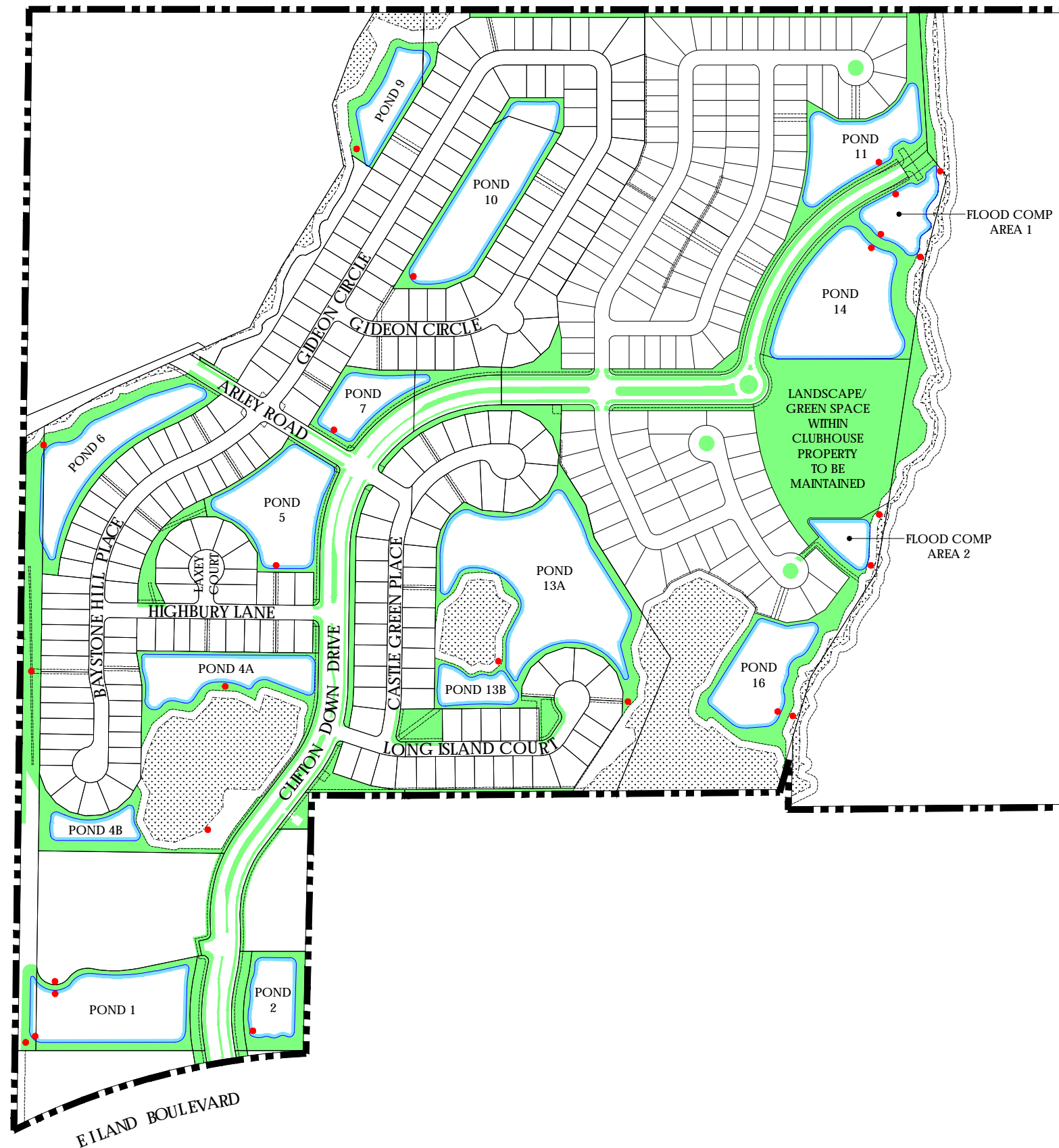
CHAPEL CREEK  
COMMUNITY DEVELOPMENT DISTRICT

Pasco County, Florida

Title

## MAINTENANCE MAP

Project No. 215610537	Scale 1" = 200'	
Drawing No. X03	Sheet 1 of 1	Revision 0



V:\2156\active\215610537\land\_development\drawing\active\exhibits\215610537-X03\_Maintenance Map.dwg  
2020/04/09 10:13 AM By: Nurse, Vornetso



Gideon Cir

Gideon Cir

Gideon Cir

Arboretum Cir

Arcy Rd

Clifton Oaks Dr

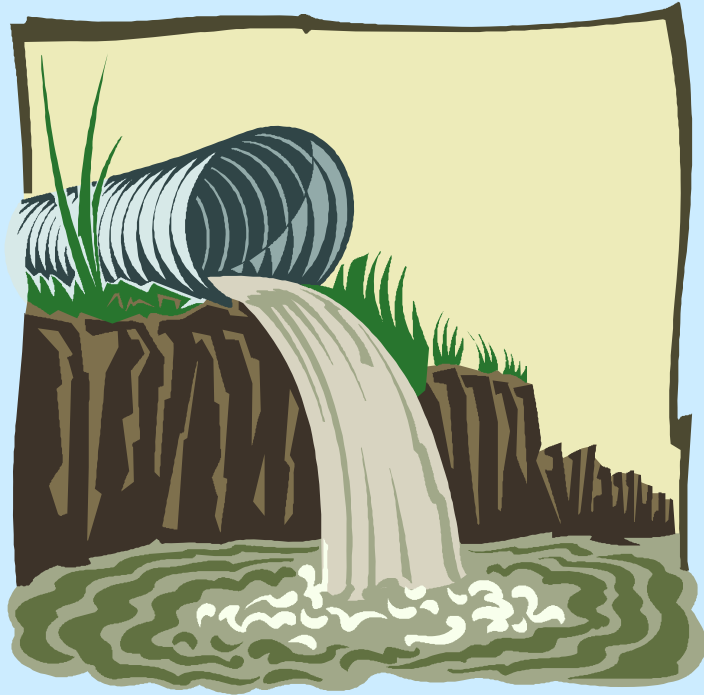
Castle Green Pl

Long Island Ct

Clifton Downs Dr

Baystone Hill Dr

eaisy



# IDENTIFICATION AND ELIMINATION OF *ILLICIT* *DISCHARGES*

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION  
NPDES STORMWATER SECTION



# PURPOSE...

- Educate staff and contractors to recognize, report, and stop illicit discharges.
- Create a culture of Pollution Prevention (P<sup>2</sup>) within OUR agency and community to prevent “pointless personal pollution.”



# **WHY AM I HERE?**

- **YOU are in the field as part of your job**
- **YOU are the “eyes” of our local government or agency**
- **YOU are part of the front lines in preventing illicit discharges**
- **YOU need to know what to look for and what to do if you see illicit discharges**

# **WHAT IS THE MS4?**

- **“Municipal Separate Storm Sewer System”**
- **It is your “Master Drainage System”**
- **The “system” includes road drainage, catch basins, channels, detention ponds, swales, ditches, pipes, etc.**
- **Owned by local governments, WCDs, special districts**
- **Ultimately discharges to surface waters (lakes, rivers, bays, ocean, wetlands)**

# HOW STORMWATER REACHES SURFACE WATER

- Sanitary sewer
- Storm sewer



# **WHAT IS A NPDES MS4 PERMIT?**

- **Required by Federal Clean Water Act and by 403.0885, Florida Statutes**
- **NPDES = “National Pollutant Discharge Elimination System”**
  - **Implement Stormwater Management Program (SWMP) to minimize stormwater pollutant loadings.**
  - **Prohibit non-stormwater discharge to the MS4 through education, rules, policies, and inspections.**
  - **Improve and restore impaired waters by reducing stormwater loads.**

# **ALLOWABLE DISCHARGES INCLUDE...**

- **Flows from emergency fire fighting activities.**
- **Water line flushing.**
- **Irrigation from lawn watering.**
- **Air conditioning condensate**
- **Rising ground waters.**
- **Dechlorinated/desalinated swimming pool water.**
- **Residential car washing.**



# WHO IS RESPONSIBLE?

- *Everyone is!*
- We have a permit and moral obligation to future generations.
- Contact your MS4 staff for assistance in identifying a possible illicit discharge you have observed and how to prevent it.





# **WHY BE CONCERNED WITH ILLICIT DISCHARGES?**



- **To ensure that only stormwater goes into our MS4.**
- **To protect our lakes, rivers, estuaries, and wetlands from pollution.**

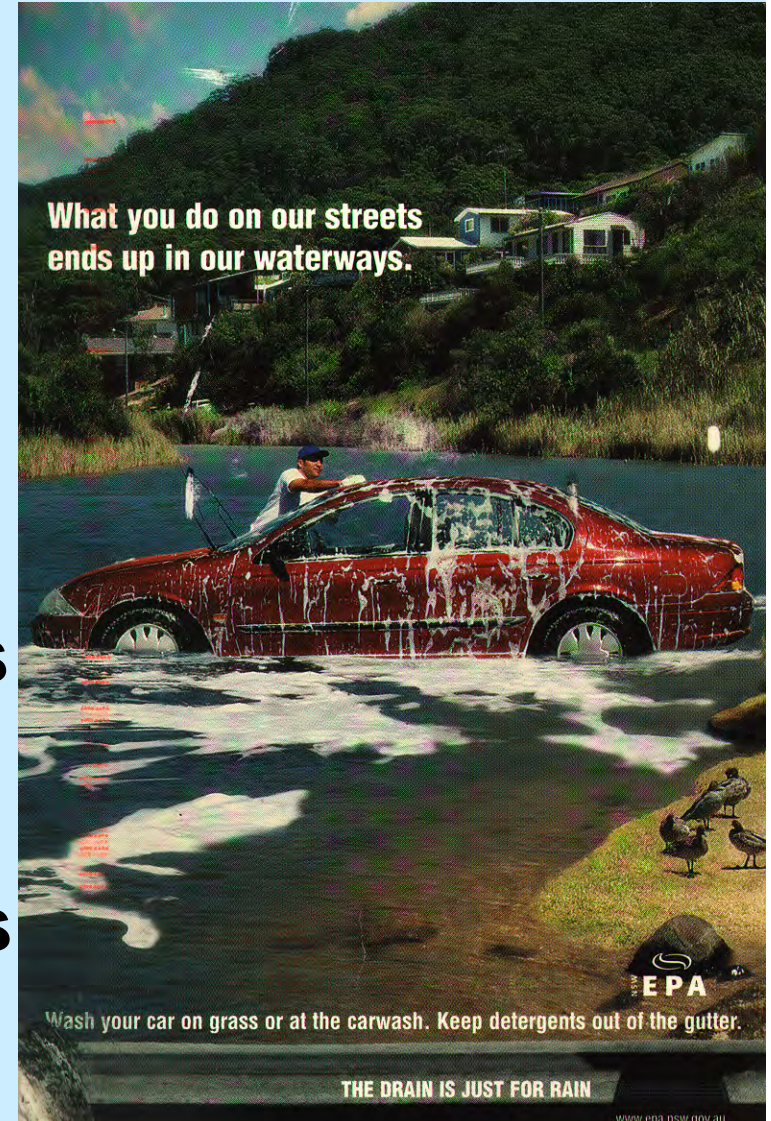


# **ILLICIT DISCHARGES ARE...**

- **Any discharge to an MS4, surface water, or ground water that is not composed entirely of stormwater runoff.**
- **Illicit Discharges may include:**
  - **Deliberate discharges or dumping**
  - **Incidental runoff from sites with chemicals, raw materials, or bare soil.**

# What are Examples of Illicit Discharges?

- Raw Sewage/ Septic Effluent
- Washing machine wastewater
- Car wash wastewater
- Improper oil or household toxics disposal
- Improper radiator flushing
- Paints, pesticides, herbicides
- Construction and other debris
- Pressure washing with soaps
- Grass clippings or yard waste
- Spills from roadway accidents



# Types of Illicit Discharges

- **Illegal Dumping**
- **Illicit Connections**
- **Construction-related Discharges**
- **Pipe Defects (sanitary sewer)**
- **Accidental Discharge or Spills**





# Illegal Dumping

**Discharge of pollutants or non-stormwater materials into the storm sewer system**



**REPORT IMMEDIATELY**

# Illicit Connection

An improper physical connection to the stormwater system which can include non-permitted connection(s) to our MS4.

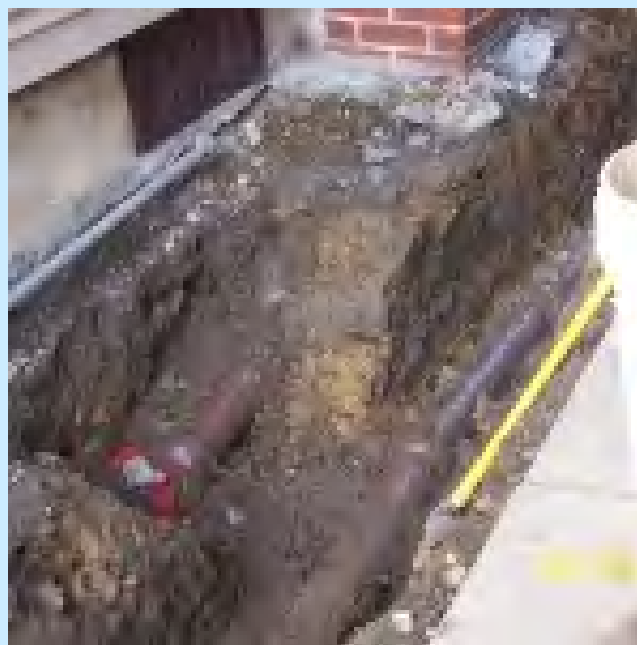
## Direct Connection

- Wastewater piping
- Sewage from residential property
- Washing machine discharge
- Pipes to a stormwater drain



## Indirect Connection

- Cracked sanitary systems
- Spills collected by drain outlets
- Paint or used oil dumped into drainage systems



# Construction-Related Discharges

**These are discharges into the MS4 or right-of-way from adjacent construction projects.**

**Some examples are:**

- **Turbid water from dewatering and other construction activities.**
- **Contamination from discharges associated with remediation projects.**
- **Non-permitted dewatering discharges**





# Sanitary Sewage

- Sanitary sewage may be present if there is black staining inside the drainage pipe; visible evidence of sanitary waste, floating debris, or opaque or gray water.
- Sewage may originate from septic tank overflow pipes or improperly dumped travel trailer waste.



Failing septic tank

# Accidental Discharge or Spills

Reporting a discharge or spill

- The reporting requirements for spills are 25 gallons or more of petroleum or petroleum based products.



**Florida State Warning Point 1-800-320-0519**



# DOCUMENTING & REPORTING ILLICIT DISCHARGES

- Each MS4 has it's own SOPs – Part 2 of training
- Typically use inspection checklist
- Need to know to whom and how to report possible illicit discharge

**FLORIDA DEPARTMENT OF TRANSPORTATION  
DISTRICT FIVE  
ILLICIT DISCHARGE DETECTION INSPECTION REPORT  
NPDES MS4 STORMWATER PROGRAM**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Current Weather Condition: \_\_\_\_\_  
Firm or Agency: \_\_\_\_\_ Name: \_\_\_\_\_ Phone # \_\_\_\_\_  
Illicit Discharge Location (Address/Location): \_\_\_\_\_  
\_\_\_\_\_ Mile Post: \_\_\_\_\_ (or) Station #: \_\_\_\_\_  
Receiving Water Body: \_\_\_\_\_ Ultimate Receiving Water Body (if known): \_\_\_\_\_

**Physical Hydrologic/Hydraulic Data**  
Time since last rain event: ☐ > 72 hours ☐ < 72 hours Quantity of last rain event: \_\_\_\_\_ inches  
Connection Type: ☐ Circular ☐ Elliptical ☐ Ditch or Swale ☐ Weir ☐ Culvert ☐ Arched ☐ Canal ☐ Unknown  
Description: \_\_\_\_\_  
Connection Material: ☐ RCP (Reinforced Concrete Pipe) ☐ CMP (Corrugated Metal Pipe) ☐ PVC (Polyvinyl Chloride Pipe)  
and/or: ☐ Concrete ☐ Earthen ☐ Ductile Iron (DIP) ☐ Fiberglass ☐ Asphalt ☐ Unknown ☐ Other  
Description: \_\_\_\_\_  
Connection/Outfall Size/Diameter: \_\_\_\_\_ feet and/or \_\_\_\_\_ inches

**General Observation of Illicit Discharge**  
Water Present: ☐ Yes ☐ No Abandoned Drums/Containers or Material Present: ☐ Yes ☐ No (If Yes Describe Below)  
Water Color: ☐ Clear ☐ Red ☐ Yellow ☐ Brown ☐ Green ☐ Grey ☐ Dark ☐ Tannin ☐ Other \_\_\_\_\_  
Odor: ☐ None ☐ Musty ☐ Sewage ☐ Sulfur/Rotten Eggs ☐ Sour Milk ☐ Fishy ☐ Other \_\_\_\_\_  
Floatables: ☐ None ☐ Oil ☐ Sheen ☐ Garbage/Trash ☐ Sewage/Milt ☐ Other \_\_\_\_\_  
Sedimentation: ☐ None ☐ Slight ☐ Moderate ☐ Heavy ☐ Suspended Solids ☐ Other \_\_\_\_\_  
Turbidity: ☐ Clear ☐ Slightly Turbid ☐ Moderately Turbid ☐ Heavily Turbid ☐ Other \_\_\_\_\_  
Incident Description/Observation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Source: Ownership/Area Characteristics (Illicit connections only)**  
Municipality (City/County), if known: \_\_\_\_\_  
Immediate upstream property owner's name and/or address: \_\_\_\_\_  
Type of Facility/Operated or Property Description: \_\_\_\_\_  
CC: ( ) D5: Patrick Muench P.E. (386) 943-5434 Fax: (386) 736-5302

\*\*\*\*\* This section to be completed by Environmental Permitting Engineer \*\*\*\*\*  
Follow-up inspection required? ☐ Yes ☐ No Date Scheduled: \_\_\_\_\_ Time: \_\_\_\_\_  
Referred to \_\_\_\_\_ for further ☐ Investigation only, and/or ☐ Corrective action, by \_\_\_\_\_  
Comments/Instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR YOUR SAFETY ALWAYS REMEMBER: NEVER INHALE, TOUCH OR COME IN CONTACT WITH ANY UNKNOWN SUBSTANCES  
Revised 3/12/2008

# Spill Response Procedures

## Information needed when reporting a spill

- Name, address and phone number of person reporting the spill
- Name, address and phone number of responsible party for the discharge (if known)
- Date and time of the spill and status of spill (ongoing or ceased)
- Estimated amount of the spill
- Location or address of the spill
- Source or cause of the spill
- Description of area affected by the spill
- Provide as much information as possible

# **What to look for – common signs of illicit discharges**



# Common Signs of Discharges

- Staining from paints or solvents on outfalls pipes, inlets and grates, and around pond bank
- Turbidity, oil/gas sheen, foam and/or suds
- Abandoned oil and gas containers, barrels, and paint cans
- Discoloration of water or vegetation
- Floatables and debris
- Pungent odors or other smells



## Oil / Gas

- Recognized as a sheen on the water = rainbow
- Natural sheens may be differentiated from an oil/gas sheen by swirling the sheen around in the water. If it re-attaches, the sheen is oil/gas.



## Foams / Detergents

- Products used to wash boats/vehicles/buildings may include chlorine, phosphates and ammonia.
- These products often enter lakes and streams as a result of improperly connected car washes or washing machines.





# Examples of Previous Illicit Connections and Discharges



Unknown pipe into storm sewer inlet



Water by nature is not green!

# Examples of Previous Illicit Connections and Discharges



Washing machine discharge



Unknown pipe to inlet



# Examples of Illicit Connections and Discharges



Restaurant grease traps



Septic tank overflow



Pressure washing





Stains lead to storm sewer inlet





# MORE INDICATIONS...



- A person emptying a drum or bucket of waste
- A tank or vactor truck draining its contents through a hose in a manhole
- A hose running out the back door of an industrial site into a ditch or a wooded lot

# Even More Clues



- Unauthorized pipe which has been connected to the storm sewer
- Discoloration of channels and pipes
- Flow where there shouldn't be any

# **WHEN YOU FIND AN ILLICIT DISCHARGE...**

- **On a property under your control...**
  - **Stop the discharge.**
  - **Notify supervisor and/or safety officer.**
  - **Cleanup discharge or spill.**
  - **Implement strategy to prevent illicit discharges in the future.**

# WHEN YOU OBSERVE AN ILLICIT DISCHARGE...



- On a property not under your control...
  - Take picture and/or note location, characteristics, date, and time.
  - Identifying marks
  - Commercial vehicle?
  - Any ID on the door?
  - License Number
  - Report to MS4 immediately.

# **CREATING A CULTURE OF POLLUTION PREVENTION (P<sup>2</sup>)...**

- **Administration and Communication**
  - **Create a plan of action/SOPs to manage illicit discharges.**
    - **Stormwater Pollution Prevention Plan**
    - **Spill Cleanup Plan and Spill Cleanup Kits**
  - **Create channels of communication of reporting potential or observed illicit discharges.**
    - **These channels should go up and down the Org. Chart.**
    - **Like safety, P<sup>2</sup> is everyone's responsibility.**



## **WE MUST SET AN EXAMPLE**



# **CREATING A CULTURE OF POLLUTION PREVENTION (P<sup>2</sup>)...**

- **Housekeeping and Materials Management**
  - **Vehicle Washing/Maintenance**
    - **Wash water should never discharge to storm sewer or surface waters.**
    - **Maintenance should be performed indoors.**



# CREATING A CULTURE OF POLLUTION PREVENTION (P<sup>2</sup>)...

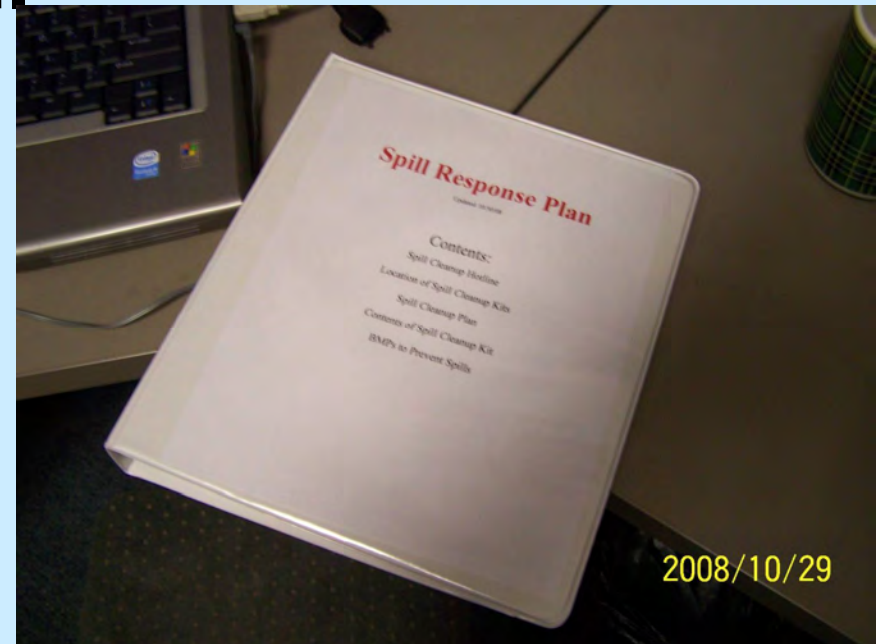
- Housekeeping and Materials Management
  - Spill Prevention
    - Use drop cloths, drip pans, and secondary containment.





# CREATING A CULTURE OF POLLUTION PREVENTION (P<sup>2</sup>)...

- Housekeeping and Materials Management
  - Spill Reporting and Response
    - Spill reporting hotline.
    - Spill Cleanup Plan.
    - Spill Cleanup Kit.



# CREATING A CULTURE OF POLLUTION PREVENTION (P<sup>2</sup>)...

- Housekeeping and Materials Management
  - Street and Yard Maintenance
    - Street sweeping.
    - Inlet protection.



# CREATING A CULTURE OF POLLUTION PREVENTION (P<sup>2</sup>)...

- **Housekeeping and Materials Management**
  - **Material Storage**
    - **Cover stockpiles, drums, and other containers.**
    - **Know manufacturers storage guidelines.**





# CREATING A CULTURE OF POLLUTION PREVENTION (P<sup>2</sup>)...

- **Housekeeping and Materials Management**
  - **Landscaping and Lawn care**
    - Keep clippings out of street and stormwater inlets.
    - Sweep up spills and reuse the fertilizer.
    - Use Florida-friendly fertilizers = low or no phosphorus and slow release nitrogen.
    - Know manufacturers application rates.
    - Keep pesticides and fertilizers away from lakes, rivers, wetlands, streets, and stormwater inlets.



GUARANTEED ANALYSIS	
Total Nitrogen (N).....	35.0%
35% Urea Nitrogen*	
Soluble Potash (K <sub>2</sub> O).....	5.00%
Boron (B).....	0.03%
Copper (Cu).....	0.05%
Iron (Fe).....	5.00%
0.10% Water Soluble Iron (Fe)	
Manganese (Mn).....	0.05%
Molybdenum (Mo).....	0.0006%
Zinc (Zn).....	0.05%
<b>Derived from:</b> Polymer-coated Urea, Urea, Muriate of Potash, Sodium Borate, Copper Oxide, Ferric Oxide, Ferrous Sulfate, Manganese Oxide, Molybdic Oxide and Zinc Oxide.	
* Contains 15% slowly available Nitrogen from coated Urea.	
F1074	



# THE CONSEQUENCES...

- Florida DEP and the US EPA can levy very hefty fines...

**FOR IMMEDIATE RELEASE:** September 29, 2008  
**CONTACTS:** Amy Graham, (850) 245-2112 or (850) 778-7258

## DEP AGENTS CRACK DOWN ON WASTE VIOLATIONS STATEWIDE

*-Two arrests triggered by citizen calls to State Warning Point-*

**TALLAHASSEE-** Florida Department of Environmental Protection (DEP) law enforcement agents made three separate arrests last week for waste violations, including one for storing, processing or disposing of solid waste within 200 feet of a natural body of water, a first degree misdemeanor punishable by up to six months in jail and/or a fine up to \$10,000.

**FOR IMMEDIATE RELEASE:** October 17, 2008  
**CONTACTS:** Amy Graham, (850) 245-2112 or (850) 778-7258

## DEP SLEUTHS SOLVE WETLANDS CRIME

*~Suspect arrested after destroying 10 acres of wetlands~*

**BAY COUNTY-** After a three month investigation, Florida Department of Environmental Protection (DEP) law enforcement agents last week arrested a man with causing pollution, a third degree felony punishable by up to five years in prison and a fine of up to \$10,000. Thomas Bodie, who was arrested after clearing and filling approximately 10 acres of state jurisdictional wetlands, was also charged with failing to obtain a permit, a misdemeanor punishable by up to one year in jail and a fine of up to \$1,000.





### **Four Of The Nation's Largest Home Builders Settle Storm Water Violations**

June 12, 2008

Washington, D.C. — Four of the nation's largest home builders have agreed to pay civil penalties totaling \$4.3 million to resolve alleged violations of the Clean Water Act, the Justice Department and Environmental Protection Agency announced recently. The companies also have agreed to implement company-wide compliance programs that go beyond current regulatory requirements and put controls in place that will keep 1.2 billion pounds of sediment from polluting our nation's waterways each year.

The home builders are Centex Homes, based in Dallas; KB Home, based in Los Angeles; Pulte Homes, based in Bloomfield Hills, Mich.; and Richmond American Homes, based in Denver. The four separate settlements resolve alleged violations of storm water run-off regulations at construction sites in 34 states and the District of Columbia. Each company will pay the following penalties:

Centex: \$1,485,000

KB Home: \$1,185,000

Pulte: \$877,000

Richmond: \$795,000

# Guide to Selection and Installation of Stormwater Pond Plants



Gail Hansen, Shangchun Hu  
UF/IFAS Environmental Horticulture Department  
Center for Landscape Conservation and Ecology





## Plant Selection

Selecting aquatic and shoreline plants for stormwater ponds is more challenging than selecting plants for a typical landscape. The site conditions can vary greatly and are more difficult

to control. Water depth can fluctuate widely over the year and create wet and dry conditions that the plants must be able to tolerate. The water quality can also vary with rainfall and fertilizer inputs and steep slopes can make plant establishment difficult.

The concept of using the right plant in the right place is important in the shoreline environment because the shoreline includes a variety of conditions including a dry slope, a littoral shelf, and deeper water areas. Selecting the right plant requires knowledge of plants, including function, aesthetics, and environmental/growing requirements and knowledge of site characteristics. Three questions to ask about plants are:

1. Aesthetically: what do you want the plant to look like?
2. Functionally: what do you want the plant to do?
3. Environmentally: what conditions does the plant need to grow?

### Aesthetics

There are common plant characteristics that are generally considered to have aesthetic value. Most people enjoy a variety of color, texture, and forms in plant material. Aesthetic characteristics describe the look of the plant and can be used to create a pleasing composition that enhances the aquatic habitat. Aesthetics also refers to the organization of plants in the landscape through repetition of plants and color, form, or texture at specific locations in the landscape to create a recognizable pattern.

**Color-** Color is usually the most attractive visual characteristic of plants, but it also is the most fleeting, as most plants only display prominent color during short bloom periods. Light qualities of the site--sunny or shady areas--affect the perception of color. Warm colors such as white, yellow, orange, and red show up more in aquatic and shady environments because they contrast with the darker blues, greens, and browns of water and foliage. Cool colors such as blues and dark purples are less noticeable because they tend to blend with greens. Including a variety of greens in the aquatic plants will create interest year-around.

### References

Denny, G. and Hansen, G. (2012) *Right Plant– Right Place: The Art and Science of Landscape Design-Plant Selection and Siting*. <http://edis.ifas.ufl.edu/ep416>.

Hansen, G. & Alvarez, E. (20120) *Landscape Design: Aesthetic Characteristics of Plants*. <http://edis.ifas.ufl.edu/ep433>.

**Texture-** Textures are typically described as coarse (large, broad leaves and big stems) medium (average leaves and stems), or fine (tiny leaves, thin stems). Texture can provide contrast and interest, particularly when there is a lack of variety in color. Texture is the most variable quality of a plant- it can change with the seasons when plants lose their foliage, and it can change with viewing distance. Stormwater ponds are often viewed from a distance so bold textured plants with large, broad leaves and big flowers show better. Use a fine textured plant, such as a grass, to contrast with the bold texture and provide more interest.

**Form–** Growth habit or form, is the most recognizable quality of a plant. Choose the plant form most appropriate for the desired function. It is important to remember that plant change over time as they grow. Form also helps determine if plant material should be used in masses or as individual specimens. In large open areas such as ponds large upright plants with well defined leaves that grow in large clumps are often preferred. Floating plants with broad flat leaves, such as water lilies, work well as long as they don't spread and cover the entire pond surface.

**Size-** It is important to consider the size of the plant when it is fully mature. Tall plants can sometimes block views when they are mature so consider height as well as spread. The slope to the water affects the visual height of the plant depending on the location of the plant on the slope. Tall plants at the top of the slope will block the view of the water so locate low growing plants at the top of slope and taller plants at the bottom.

### Function

When choosing plants for a particular site, consider the Function of the plants. Functional characteristics include density of foliage to block views, density of root mass to prevent erosion, and ability to take up nutrients and pollutants to improve water quality.

**Erosion control -** Trees in the water at the pond edge can help control erosion by breaking up the wind and wave action that contributes to shore erosion. Large trees that do well in wet conditions include: Red Maple (*Acer rubrum*), Loblolly Bay (*Gordonia lasianthus*), and Bald Cypress (*Taxodium spp.*). Strongly rooted emergent plants also help prevent erosion . Emergent plants include: Bulrush (*Scirpus spp.*), Spike Rush (*Eleocharis app.*), Pickerel weed (*Pontederia cordata*), and Duck Potato





## Growing Conditions

A site inventory and analysis will guide plant choices by noting environmental conditions in the pond and on the shoreline. Conditions that affect plants in aquatic habitats include water depth, fluctuating water levels,

foraging fish, soil structure, the slope of the littoral shelf, and light availability. Conditions that affect landside plants include bank slope and soil structure.

### Water Depth

Water depth must be considered when choosing plants because wetland plants grow in three different groups or zones with varying water depths. Emergent wetland plants are rooted in the soil in the shallow water of the upper littoral zone with the upper portion of the plant out of the water. Emergent wetland plants are further divided into short-stemmed marginal plants that do well in wet mud or sand and marginal plants that grow on the bank and prefer changing water levels. Submerged plants grow entirely underwater and are typically located in the lower littoral zone where the water is deepest. The floating wetland plants have roots that dangle and are rooted in the pond bottom in the middle littoral zone. Creating deeper areas by excavation can help expand the size of planted areas.

### Fluctuating Water Levels

Ponds that have fluctuating water levels present a challenge when selecting plants. The plants need to thrive in both wet and dry conditions, sometimes for extended periods. Emergent plants that are more tolerant of draw-downs (exposed pond soil) include: Pickerel-weed, (*Pontederia* spp.), Duck Potato (*Sagittaria lancifolia*), Bulrush (*Scirpus* spp.), Golden Canna (*Canna flaccida*), Spike Rush (*Eleocharis* sp.) and Blue Flag Iris (*Iris virginica*).

### Controlling Grass Carp

Although Grass carp (sterile triploid) are sometimes used for biological control of aquatic vegetation they can present problems with new plantings. Grass carp prefer submerged plants, but they also browse on the tips of young tender emergent plants. To prevent loss of new plants install a barricade around the plants, such as four wire fencing or plastic net fencing from the pond bottom to the top of the water until the plants are larger and less tender.

### Soil Structure

Soil (substrate) conditions are important for plant growth. Rocky bottoms in the pond are too hard for plant roots to penetrate and muck soil is too soft and unstable to anchor plants. Sandy soil with some organic matter (between rocks and muck) is usually best. Too much organic matter can create high levels of acids, methane, ethylene, and alcohols which are toxic to plants.

### Slope of Littoral Shelf

Steep slopes, that create changes in water levels and growing conditions make establishment more difficult. It is important to determine the average water level along the shoreline on a yearly basis because many plants will die if they are too wet or too dry for long periods. Manipulating the depth and slope is one of the best ways to encourage plant growth. Littoral zone size often increases as the pond gets older because increased sedimentation and water movement decreases the depth of the lake.

### Slope of Pond Bank

The slope of the bank leading to the waters edge can present challenges for the establishment of the no-mow or no-maintenance zone. Several techniques can be used to prevent erosion and capture irrigation water for the slope plants. Installing mini-baffles (short lengths of plastic edging or landscape timbers) on the downhill side of plants will hold water and keep soil from eroding. Porous landscape fabric such as burlap or jute will also trap sediment and water. Rip rap made from stone, concrete rubble or pavers can help slow water runoff and creating swales and berms along the bank will intercept water and allow it to percolate.

### Light Availability

Light availability is the most important factor in plant growth and is primarily determined by water clarity and depth. Water clarity is determined by organic color and suspended particles, both organic and inorganic. Bottom feeding fish such as carp and catfish can increase suspended sediment which blocks light and may limit plant growth. Slowing surface runoff with plant buffers and no-mow zones and using rip-rap at drain discharge areas will help decrease turbidity caused by water movement. Nutrient levels in ponds, both from soil and human-caused, can affect light availability by increasing algal growth which decreases water clarity. Reducing algae growth will increase light available to plants.

### References

White, Gilbert, F., Worthington, E.B., and Ackerman, V.C. (1973) *Man-Made Lakes: Their Problems and Environmental Effects* American Geophysical Union, William Byrd Press, Richmond Virginia.

UF/IFAS Communications, Florida LAKEWATCH, Dept. of Fisheries and Aquatic Sciences. *A Beginner's Guide to Water Management, Aquatic Plants in Florida Lakes*, Information Circular 111, October 2007

# Shoreline Plant Installation

## 1. Shoreline preparation

**Remove undesirable plant species** in the shoreline area. Remove roots of undesirable species to prevent regrowth.

**Determine the average shoreline water level** on a yearly basis. This is especially important because water levels may vary dramatically that making plants harder to survive if they are kept too wet or too dry for extended periods.

**Measure maximum water depth** in areas to be planted. These measurements will assist in deciding the numbers and types of plants you need and the boundaries in which to plant them.

**Consider increasing the size of planting zones.** Deepening the margins around the edge of a pond can help prevent undesirable plants, such as non-native torpedo grass, from invading into the water.

**Develop a detailed planting plan** that includes types and numbers of plants needed. The accuracy and detail of your measurements will play a key role in the planting plan. A detailed plan will increase efficiency during planting and promote plant survival.

*Note that stormwater ponds are planned and permitted according to Florida Department of Environmental Protection or local Water Management District criteria, and proper approvals must be obtained prior to modifying these types of ponds. Counties and local governments may also have guidelines or policies on stormwater ponds. It is advisable to contact the county public works office to ensure planting plans are permissible.*

## 2. Shoreline plant installation

**When to Plant.** Perennials and grasses should be planted during peak growing season (in mid-to-late summer) to allow enough time for their root systems to become established before they go dormant in the late fall. Trees and shrubs should be planted in spring and fall when there is adequate rainfall to help them develop strong roots and leafy growth.

**Handle wetland plants with care** during planting. Plants should be wrapped in wet newspaper to avoid injury and drying. Do not place plants in the trunk of a car or in the back of a truck where they will overheat. When planting, start with plants in the deep water zones and work up the banks. Planting should be conducted in the early morning or late afternoon to avoid the hot midday sun.

**Where to Plant.** If possible, locate aquatic plants 2 or 3 feet from the planted bank or plant low-growing plants. The gap between the aquatic plants and the shore plants will prevent accidental trimming of aquatic plants with the weed trimmer when maintaining the shore plants on the bank.

**Plant in clumps.** Planting like species in clumps creates attractive concentrations of color and provides more varied habitat features. Three or four plants of the same species should be installed in the same hole and they will expand into a cluster of plants. Installing plants in clusters will increase survivability of shoreline plants, facilitate management of weeds, and minimize colonization of unwanted plants.

## 3. Maintenance after installation

Routine maintenance is needed during the initial stage after the installation of plants to allow expansion of the desirable plants and control the growth of invasive species. Desirable native species do not require fertilizers or spray.

Generally, maintenance requirements are minimal after the plantings become established. Herbicides may be needed if undesirable the plants become established after the first year when wetland plants are better established. Only herbicides that are registered specifically for use in wetlands by the U.S. Environmental Protection Agency and the Florida Depart-

Adapted from:

Main, M. B. , Allen, G. M., and Langeland, K. A., 2006. *Creating Wildlife Habitat with Native Florida Freshwater Wetland Plants*. UF IFAS Extension publication. <http://edis.ifas.ufl.edu/fa007>

Seminole County Department of Public Works, (n.d.). *How to Plant Your Lakefront*. <http://www.seminole.wateratlas.usf.edu/upload/documents/How%20to%20Plant%20Your%20Lakefront%20Booklet.pdf>

Wilson, D. and Korb, G., 1999. *Shoreline Plants and Landscaping*. University of Wisconsin–Extension. <http://cfpub.epa.gov/npstbx/files/wiexlandscape.pdf>



# Recommended Shoreline Species For Neighborhood Ponds

## Water Edge Zone



Height: floating leaves  
Light: full sun to partial shade  
Water: 30-36"  
Distribution: FL Statewide

<http://www.dep.state.fl.us/lands/invaspec/2ndlevpgs/pdfs/Circular4.pdf>

Fragrant Water Lily *Nymphaea odorata*



Height: 2.5 ft.  
Light: full sun to partial shade  
Water: 6-12"  
Distribution: FL Statewide

<http://www.dep.state.fl.us/lands/invaspec/2ndlevpgs/pdfs/Circular4.pdf>

Spikerush *Eleocharis cellulosa & interstincta*



Height: 3 ft.  
Light: full sun to partial shade  
Water: 6-12"  
Hardiness zone: 6-10

<http://www.southeasternflora.com/viewfull.asp?picid=1688>

<http://www.southeasternflora.com/viewfull.asp?picid=1687>

Duck potato *Sagittaria lancifolia*



Height: 3 ft.  
Light: full sun to partial shade  
Water: 6-18"  
Hardiness zone: 3b-10

<http://cherylharner.blogspot.com/2010/02/wetland-plants-and-dragonfly-fever.html>

Pickerelweed *Pontederica cordata*



Height: 3 ft.  
Light: full sun to partial shade  
Water: 12-18"  
Hardiness zone: 8-10

<http://www.dep.state.fl.us/lands/invaspec/2ndlevpgs/pdfs/Circular4.pdf>

[http://www.onlineplantguide.com/PlantDetails.aspx?Plant\\_id=414](http://www.onlineplantguide.com/PlantDetails.aspx?Plant_id=414)

Golden canna *Canna flaccida*



Height: 2 ft.  
Light: partial shade  
Water: 3"  
Hardiness zone: 7-11

<http://www.guitarfish.org/2008/08/12/swamp-lilly-flower>

Swamp lily *Crinum americanum*



Height: 4 ft.  
Light: full sun  
Water: dry to wet; water edge  
Hardiness zone: 8b-11

<http://www.apriliani.com/sand-cordgrass>

Sand Cord Grass *Spartina bakerii*



Height: 2 ft.  
Light: partial shade  
Water: moist to wet; water edge  
Hardiness zone: 8b-11

<http://www.wellsphere.com/healthy-living-article/friday-flowers-wild-iris/442029>

Blue Flag Iris *Iris virginica*



## Bank Slope Zone



Height: 4 ft.  
Light: full sun to partial shade  
Water: dry to moist  
Hardiness zone: 8-11

[http://www.paulverlander.com/index\\_TR-Tripsacum%20dactyloides-Fakahatchee%20Grass.php](http://www.paulverlander.com/index_TR-Tripsacum%20dactyloides-Fakahatchee%20Grass.php)

Fakahatchee Grass *Tripsacum dactyloides*



Height: 3 ft.  
Light: full sun to partial shade  
Water: dry to wet  
Hardiness zone: 8-11

[http://apofl.com/plants/contract-growing/grasses\\_/page/2/](http://apofl.com/plants/contract-growing/grasses_/page/2/)

Florida Gamagrass *Tripsacum floridanum*



Height: 3 ft.  
Light: full sun  
Water: dry to wet  
Hardiness zone: 7-11

<http://www.dickersonlandscaping.com/nursery/grasses-bamboo.aspx>

Muhly Grass *Muhlenbergia capillaris*



Height: 2 ft.  
Light: full sun to partial shade  
Water: moist  
Hardiness zone: 4-11

[http://www.sbs.utexas.edu/bio406d/images/pics/ast/conoclinium\\_coelestinum.htm](http://www.sbs.utexas.edu/bio406d/images/pics/ast/conoclinium_coelestinum.htm)

Blue Mistflower *Conoclinium coelestinum*



Height: 1.5 ft.  
Light: full sun to partial shade  
Water: dry  
Hardiness zone: 10-11

<http://vaniliana.wordpress.com/rosliny-plants-plantas/opisy-roslin-plant-files-fichas-de-plantas/>

Scorpion Tail *Heliotropium angiospermum*



Height: 2 ft.  
Light: full sun  
Water: dry to moist  
Hardiness zone: 9-11

<http://www.pbase.com/hjsteed/image/99274631/original>

Blue Porterweed *Stachytarpheta jamaicensis*



Height: 0.5 ft. (as ground cover)  
Light: full sun  
Water: moist  
Hardiness zone: 8-11

[http://folsomnps.org/passion\\_vine.html](http://folsomnps.org/passion_vine.html)

Passion Vine *Passiflora incarnata*



Height: 3 ft.  
Light: full sun to partial shade  
Water: dry to wet  
Hardiness zone: 8b-11

<http://njaes.rutgers.edu/images/photos/deerresistance/iris-sibirica.jpg>

African Iris *Dietes iridioides*



## Bank Top Zone



Height: 2 ft.  
Light: full sun  
Water: dry  
Hardiness zone:  
4-11

<http://www.gossettsnursery.com/plants/juniper-parsons>

Parson's Juniper *Juniperus chinensis 'parsonii'*



Height: 3 ft.  
Light: full sun  
Water: dry  
Hardiness zone:  
8-10

<http://www.learn2grow.com/plants/paspalum-quadrifarium-images/>

Crown Grass *Paspalum quadrifolium*



Height: 3 ft.  
Light: full sun  
Water: dry  
Hardiness zone:  
8b-11

<http://it.pinellas.k12.fl.us/Teachers7/ByersS/images/BCF4D24A64646B7B7F125C88A2AAD17.jpg>

Beach Sunflower *Helianthus debilis*



Height: 0.5 ft.  
Light: full sun  
Water: dry  
Hardiness zone:  
8-11

<http://okeechobee.ifas.ufl.edu/News%20columns/2008.Plants.htm>

Sunshine Mimosa *Mimosa strigillosa*



Height: 4 ft.  
Light: full sun  
Water: dry  
Hardiness zone:  
7-10

[http://www.floridasnature.com/landscape/lantana\\_camara.htm](http://www.floridasnature.com/landscape/lantana_camara.htm)

Pineland Lantana *Lantana depressa*



Height: 2 ft.  
Light: full sun to  
full shade  
Water: dry  
Hardiness zone:  
8b-11

<http://fnpsblog.blogspot.com/2010/08/coonties-captivating-cycads.html>

Coontie *Zamia floridana*



Height: 1.5 ft.  
Light: full sun  
Water: dry  
Hardiness zone:  
9-11

<http://nanak-mygardenpath.blogspot.com/2010/04/sunny-blooms.html>

Tampa Vervain *Glandularia tampensis*



Height: 1.5 ft.  
Light: full sun to  
full shade  
Water: dry  
Hardiness zone:  
8-11

<http://foliagefirst.bestplants.com.au/destiny.html>

Flax Lily *Dianella tasmanica*



## Trees and Large/Medium Shrubs– all Zones



<http://www.allnativeflora.com/loblolly>

Loblolly Bay *Gordonia lasianthus*

Height: 50 ft.  
Spread: 25 ft.  
Light: part sun  
Water: wet  
Hardiness zone:  
8-9



<http://www.arborday.org/trees/detail/Red-Maple>

Red Maple *Acer rubrum*

Height: 45 ft.  
Spread: 30 ft.  
Light: full sun  
Water: wet  
Hardiness zone:  
8-10



<http://www.texastrees.org/cms/wp-content/uploads/2010/07/bald-cypress>

Bald Cypress *Taxodium spp.*

Height: 60 ft.  
Spread: 20 ft.  
Light: full sun  
Water: wet  
Hardiness zone:  
8-10



<http://www.awkellys.com/Images/trees/Holly-Dahoon>

Dahoon Holly *Ilex cassine*

Height: 25 ft.  
Spread: 15 ft.  
Light: full sun/  
shade  
Water: wet  
Hardiness zone:  
8-10



<http://www.yorkccd.org/wordpress/wp-content/uploads/2009/12/Buttonbush>

Buttonbush *Cephalanthus occidentalis*

Height: 12 ft.  
Spread: 7 ft.  
Light: full sun  
Water: wet  
Hardiness zone:  
8-11



<http://www.my-photo-gallery.com/wp-content/uploads/2010/Sweet-Peperb>

Sweet Pepperbush *Clethra alnifolia*

Height: 6 ft.  
Spread: 6 ft.  
Light: full sun to  
full shade  
Water: wet  
Hardiness zone:  
8-9



[http://upload.wikimedia.org/wikipedia/commons/1/16/Hamelia\\_patens\\_Flowe](http://upload.wikimedia.org/wikipedia/commons/1/16/Hamelia_patens_Flowe)

Firebush *Hamelia patens*

Height: 15 ft.  
Spread: 6 ft.  
Light: full sun to  
shade  
Water: well to  
medium drained  
Hardiness zone:  
9-11



<http://foliagefirst.bestplants.com.au/destiny.html>

Virginia Sweetspire *Itea virginica*

Height: 6 ft.  
Spread: 4 ft.  
Light: full sun to  
full shade  
Water: wet  
Hardiness zone:  
8-9

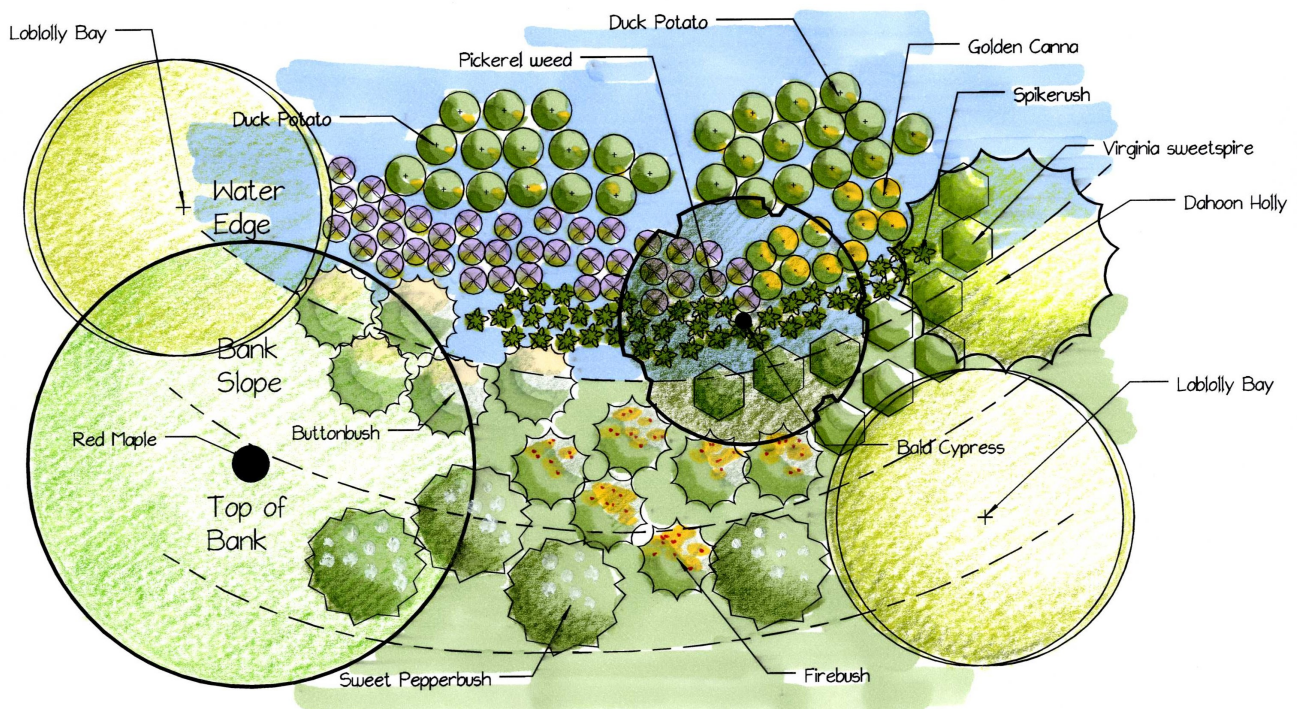
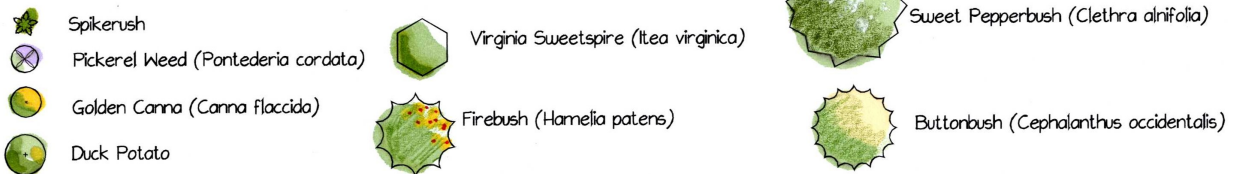
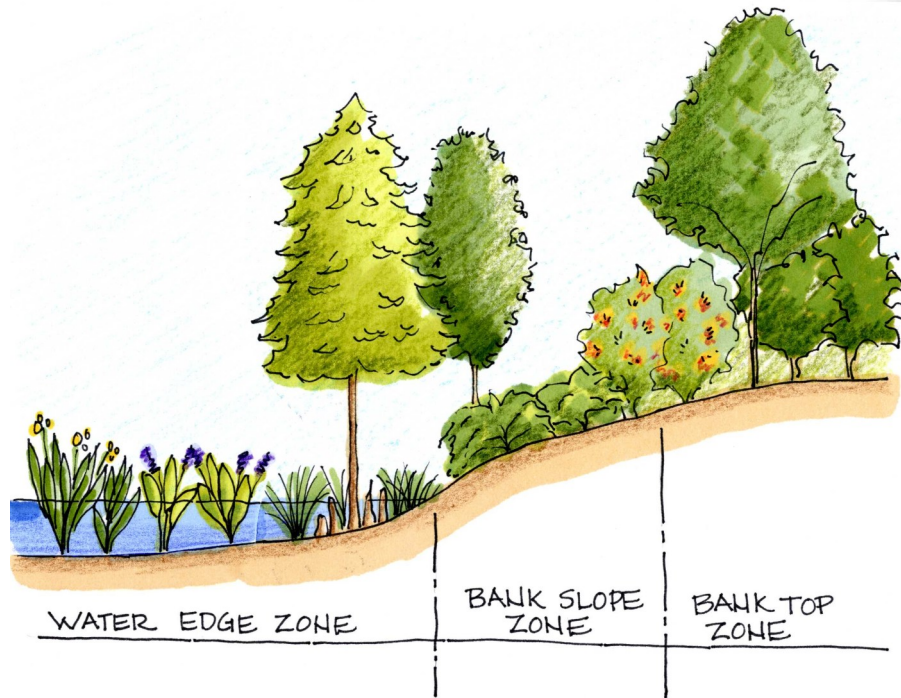


## Moderate to gentle slope with shrubs and trees

10 foot slope and 8 foot top of bank. 60 foot wide lot = 148 plants

The slope and top of bank is planted with large and medium shrubs to provide a transition from the pond edge to a wooded area. Use aquatic plants of various heights for interest. Cluster in the water for a natural look.

(Image credits: Gail Hansen)



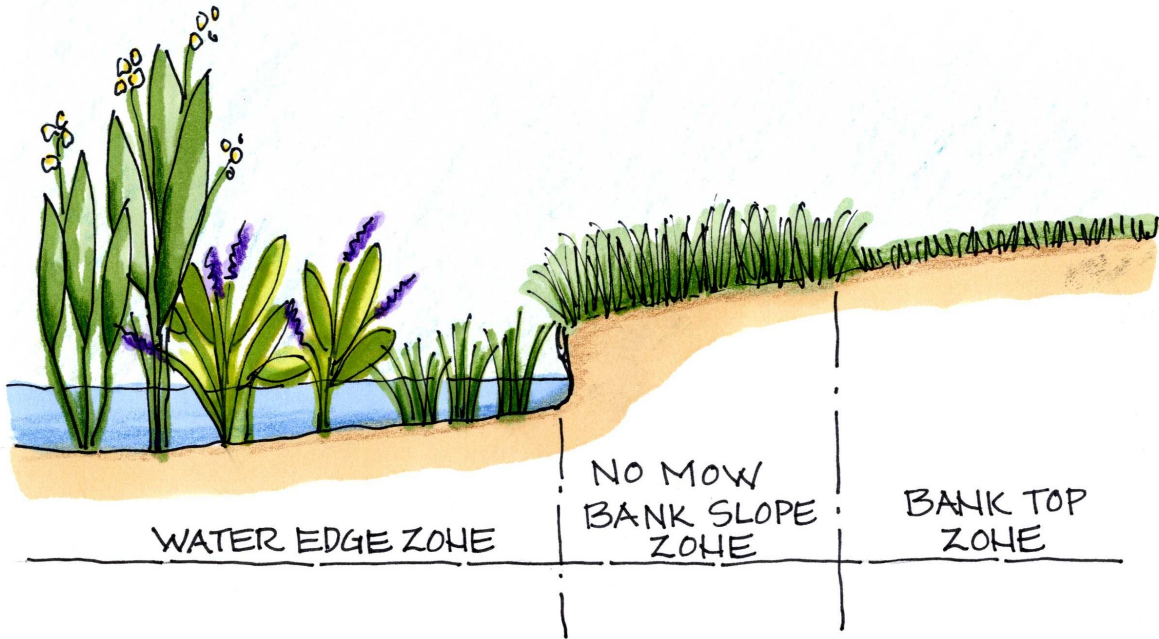


## Moderate to Gentle Slope with cut bank

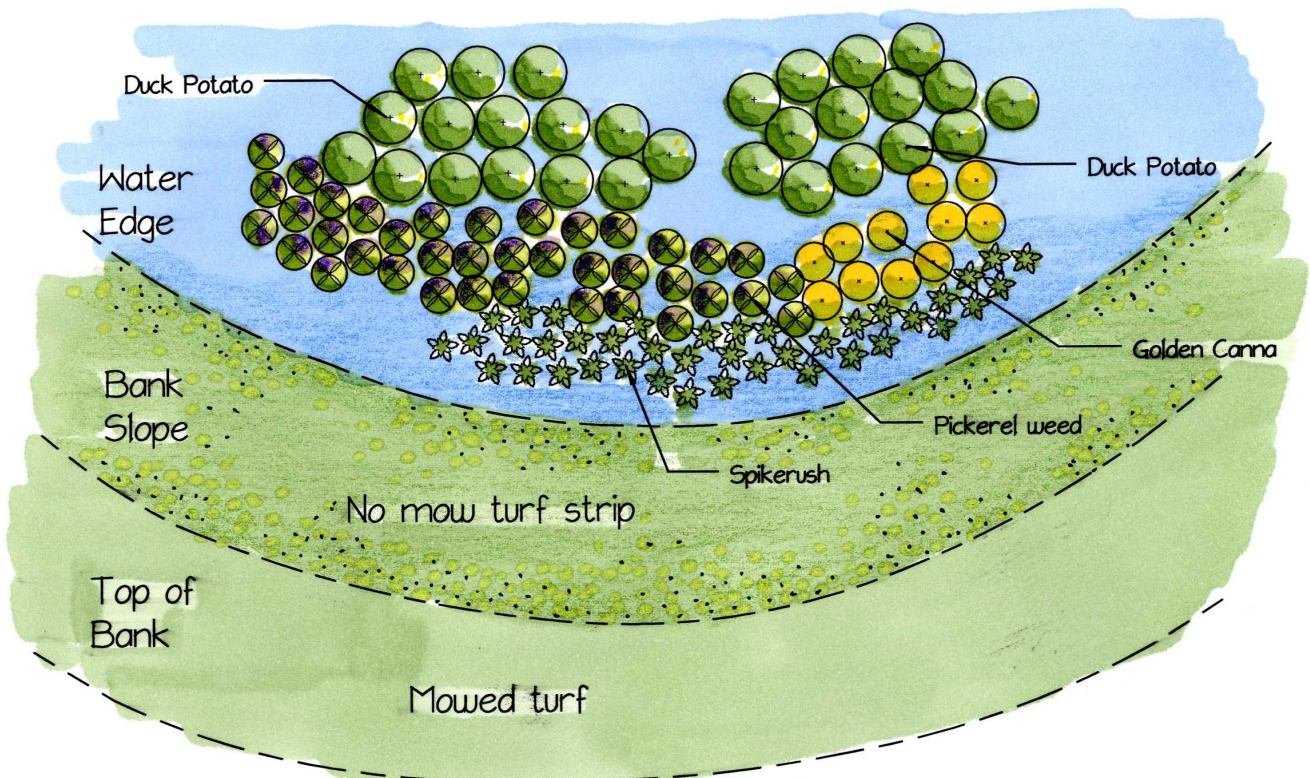
5 to 10 foot no-mow strip (cut bank caused by erosion) – 60 foot wide lot = 119 plants

Turf is planted to the water edge and a no-mow zone is established around the perimeter of the pond. The no-mow strip can be top-trimmed to maintain a neater appearance. Use low aquatic plants or leave a small gap next to the shoreline to avoid cutting aquatic plants with trimmer. Cluster in the water for a natural look.

(Image credits: Gail Hansen)



- |  |   |
|--|---|
|  Golden Canna ( <i>Canna flaccida</i> )       |  Spikerush ( <i>Eleocharis</i> spp.)         |
|  Duck Potato ( <i>Sagittaria lancifolia</i> ) |  Pickerel Weed ( <i>Pontederia cordata</i> ) |

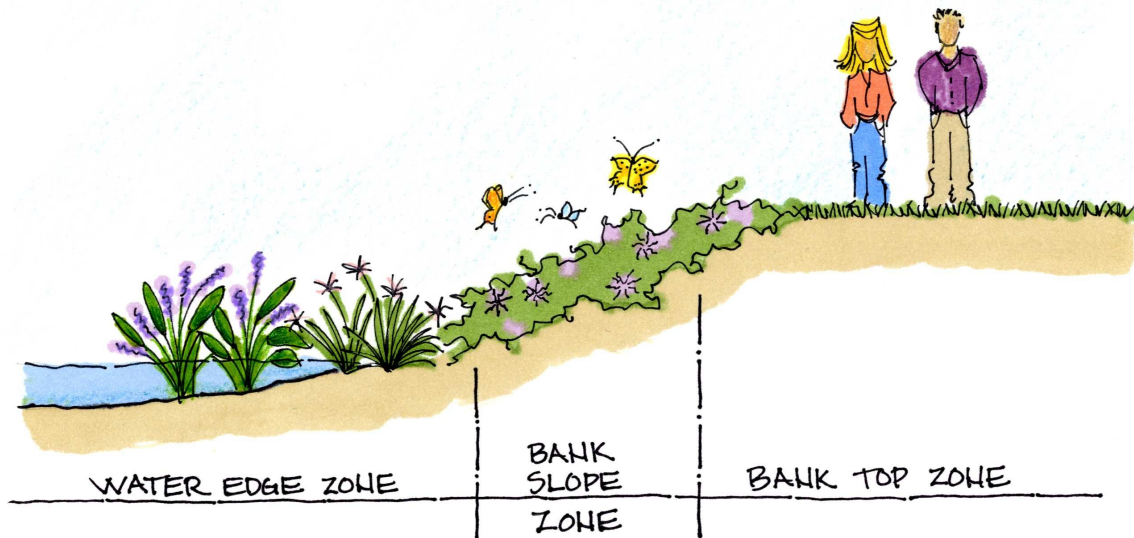




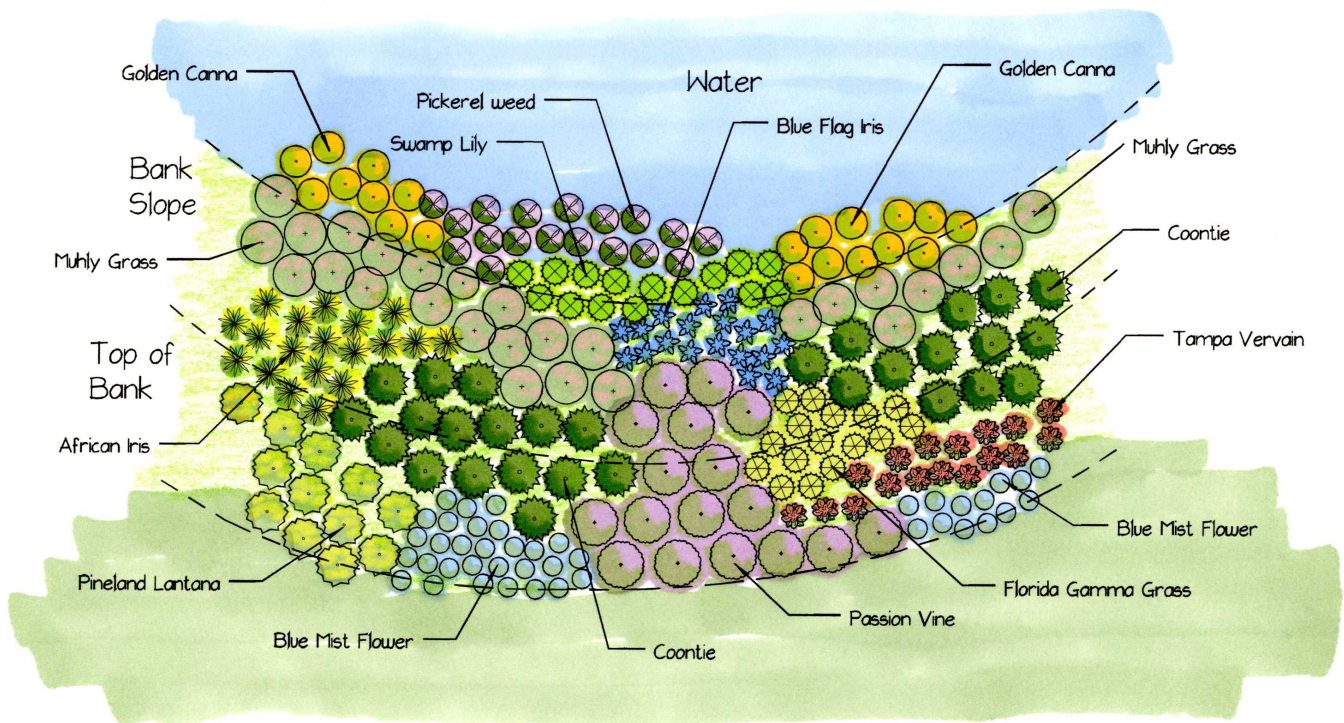
## Short, Steep Slope– 15 to >20%

10 foot slope and 5 foot top of bank– 60 foot wide lot = 242 plants

Use low-growing, sprawling ground cover such as Sunshine Mimosa, Beach Sunflower, or Passion Vine on steep slopes. Plant at the top of the bank and encourage plants to grow down the bank by pinning the vines in the direction you want them to grow. Cluster or group similar plants for a natural look. (Image credits: Gail Hansen)



- |  |  |   |
|--|--|---|
|  Blue Mist Flower ( <i>Conoclinium coelestinum</i> ) |  Florida Gamma Grass ( <i>Tripsacum floridanum</i> ) |  Blue Flag Iris ( <i>Iris virginica</i> )     |
|  Tampa Vervain ( <i>Glandularia tampensis</i> )     |  Muhly Grass ( <i>Muhlenbergia capillaris</i> )     |  Golden Canna ( <i>Canna flaccida</i> )      |
|  African Iris ( <i>Dietes iridioides</i> )          |  Pineland Lantana ( <i>Lantana depressa</i> )       |  Swamp Lily ( <i>Crinum americanum</i> )     |
|  Coontie ( <i>Zamia pumila</i> )                    |  Passion Vine ( <i>Passiflora incarnata</i> )       |  Pickerel Weed ( <i>Pontederia cordata</i> ) |

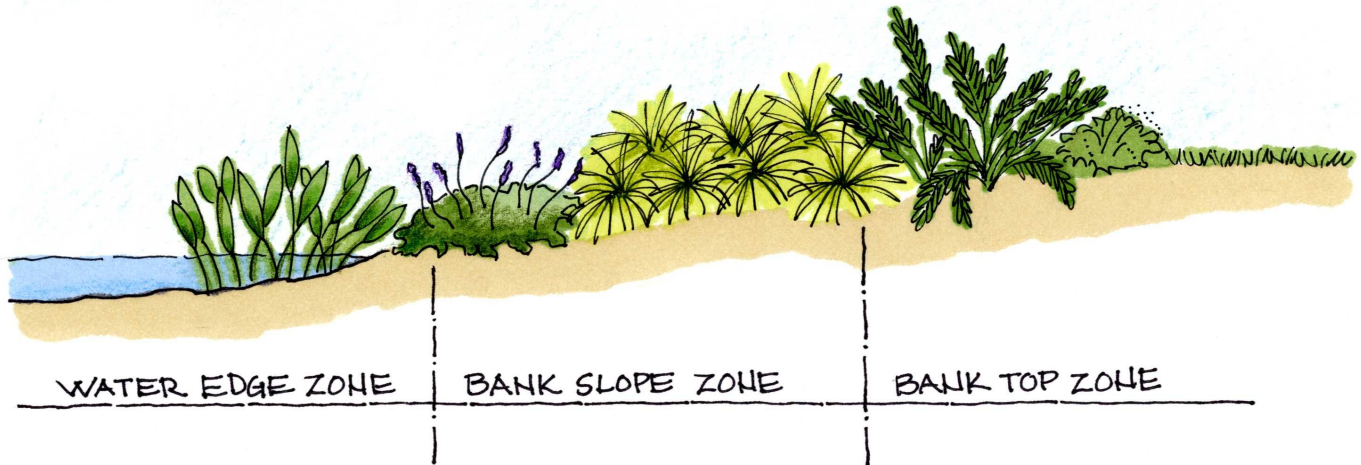












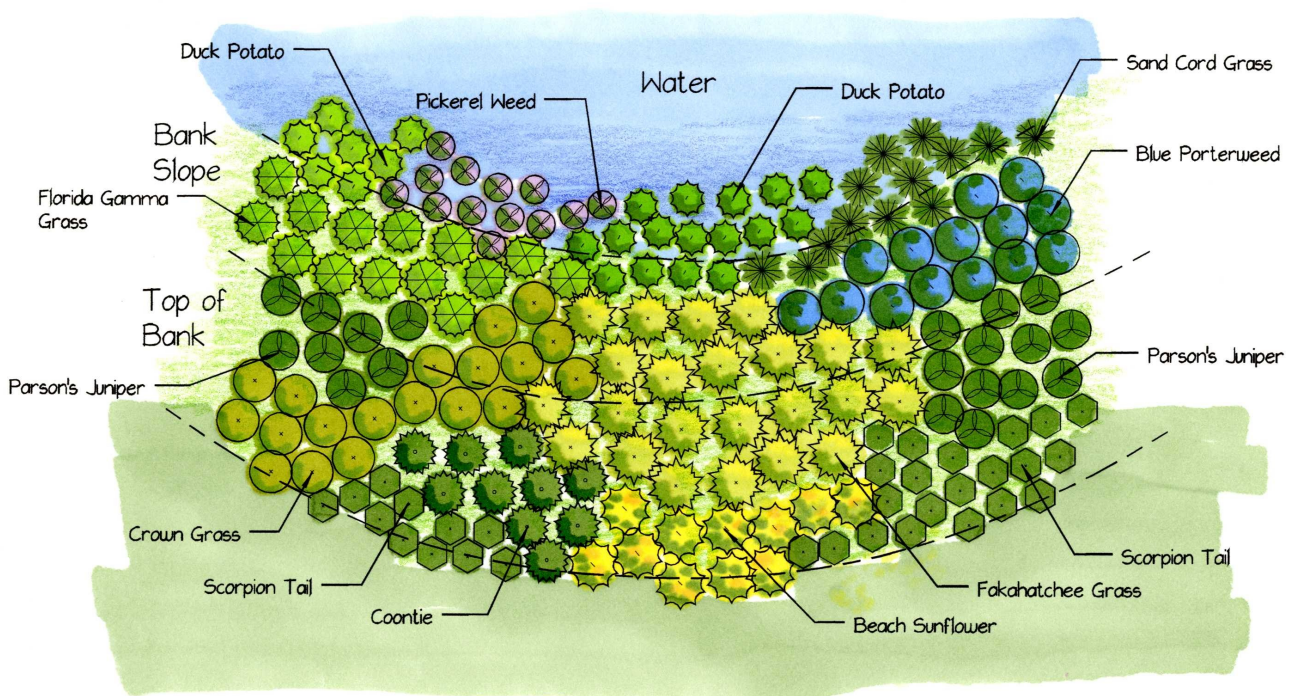
## Moderate Slope– 10 to 15%

10 foot slope and 8 foot top of bank– 60 foot wide lot = 192 plants

Use clump grasses and mounding low-growing shrubs or clumping perennials at the top of the bank where the slope starts, such as Coontie, Crown Grass and Fakahatchee Grass. On the slope use sprawling plants such as Blue Porterweed. (Image credits: Gail Hansen)



- |  |  |  |
|--|--|--|
|  Blue Porterweed ( <i>Stachytarpheta jamaicensis</i> )     |  Fakahatchee Grass ( <i>Tripsacum dactyloides</i> )  |  Duck Potatoe ( <i>Sagittaria lancifolia</i> ) |
|  Parson's Juniper ( <i>Juniperus chinensis parsonii</i> ) |  Beach Sunflower ( <i>Helianthus debilis</i> )      |  Pickerel Weed ( <i>Pontederia cordata</i> )  |
|  Coontie ( <i>Zamia pumila</i> )                          |  Crown Grass ( <i>Paspalum quadrifolium</i> )       |  Sand Cord Grass ( <i>Spartina bakerii</i> )  |
|  Florida Gamma Grass ( <i>Tripsacum floridanum</i> )      |  Scorpion Tail ( <i>Heliotropium angiospermum</i> ) |  |

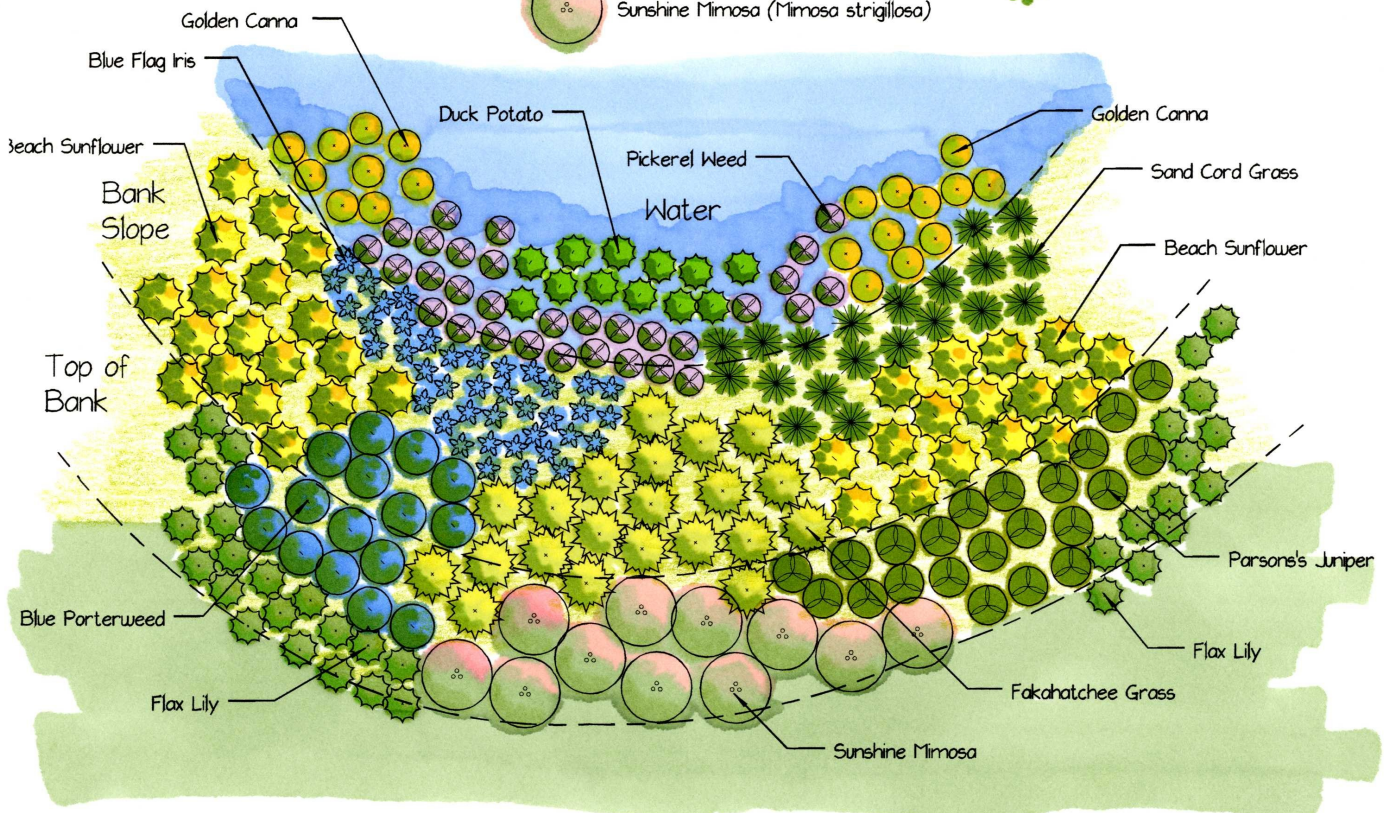
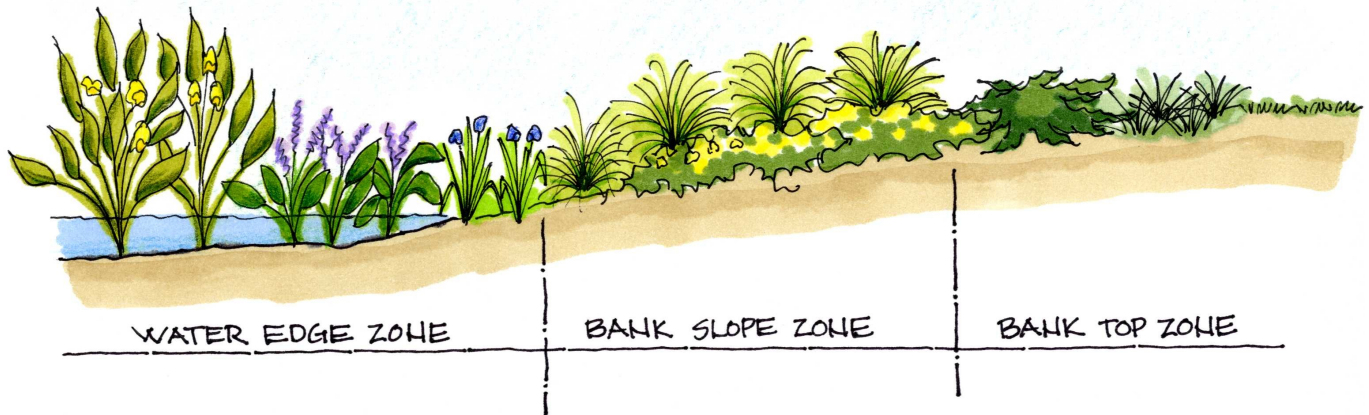




## Long, Gentle Slope– 5 to 10%

15 foot slope and 8 foot top of bank– 80 foot wide lot = 260 plants

Use clump grasses, low-growing groundcover and small shrubs, such as Parson's Juniper or Coontie on long, gentle slopes. Plant shrubs at the top of the bank and sprawling plants and grasses such as Beach Sunflower, and Fakahatchee on the slope. Cluster or group plants on land and in the water for a natural look. (Image credits: Gail Hansen)



## SECTION C



# Chapel Creek CDD

## Field Management Report



April 5, 2022  
Clayton Smith  
Field Manager  
GMS

# Completed

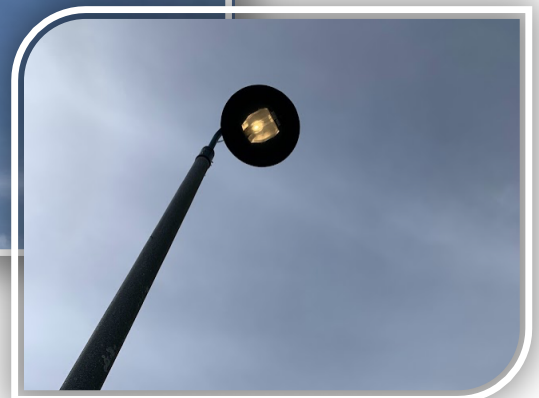
## Cleaning of Utility Closet



- Utility closet had come overrun with supplies, broken furniture etc.
- Items were discarded and utility room was organized.
- This is where the internet access is stored and access control.

## Streetlight Maintenance

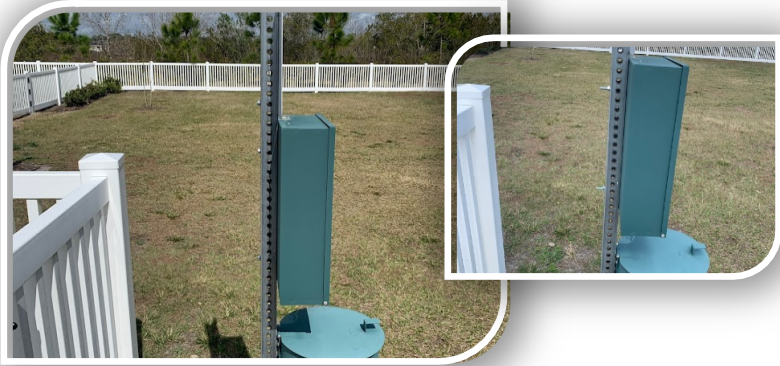
- Replaced bulbs in several fixtures.
- Some fixtures will need further repairs and an electrician has been contacted.





# Complete

## Amenity Repairs



- Issues at other communities led us to trim down the bolts on the dog stations.
- Discharged extinguisher was replaced.
- Looking into signage to deter tampering with extinguisher.
- Temporary repair to vandalism in bathroom.

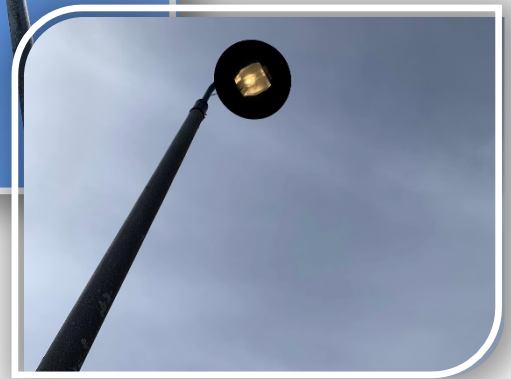
- All curb stops were straightened and secured.
- Rebar causing a trip hazard were hammered down.
- Added signage to pool rings and fire extinguisher



# Complete

## Street Light Replacement

- Both light poles that were damaged have been set.
- The fixtures have been placed.
- The lights are repaired.
- Additionally 5 fixtures marked for bulb replacement we also repaired.



## Wall/Monument Pressure Washing.



- Now that the trees have been trimmed and the walls more exposed, algae has been exposed.
- Walls will be pressure washed with the monument.



# Upcoming Projects

## Pool Shade Structures



- ✚ Exploring options for shade at the pool.
- ✚ Cabanas with sunbrella fabric is likely the best most affordable option.
- ✚ Other options being explored.

## Landscape Enhancements

- ✚ Continuing planning for landscape enhancements down the boulevard.
- ✚ Planning at this time.



# Upcoming Projects

## Parking Lot Gravel and Grading



- ✚ The amenity parking lot could benefit from additional gravel
- ✚ Some grading is needed.
- ✚ A larger gravel may be better for this application.

# Conclusion

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

Respectfully,  
Clayton Smith

# SECTION 1



**Governmental  
Management Services, LLC**  
Central Florida

Maintenance Services

Phone: 407-201-1514

Email:

Csmith@gmscfl.com

TO: Chapel Creek CDD	Prepared By: Governmental Management Services- CF, LLC 219 E. Livingston Street Orlando, FL 32801
Job name and Description	
<p>Amenity Parking Lot Gravel - This proposal is to grade the parking lot and add 10yds of ¾" gravel to the approximately 3952sqft of gravel parking lot space. The top layer will be picked up and then graded back out removing excess dirt in the process especially around the edges. The additional gravel will then distributed evenly across the parking area</p>	

Qty	Description	Unit Price	Line Total
14	Labor	\$40.00	\$560.00
1	Mobilization	\$55.00	\$55.00
	Equipment		\$575.00
	Materials		\$1121.25
	Additional Lights at 10% off – \$364.22		
Total Due:			\$2311.25

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

Thank You!

Client: \_\_\_\_\_



## SECTION 2



16215 Piuma Avenue Cerritos, CA 90703-1528  
Phone (562)402-8335 | Fax: (562)924-2233  
Toll Free U.S. Phone (800)422-6827  
California Contractor's License #211771

Salesperson: Robert Rudow  
robert@eideindustries.com  
562-402-8335 x114

## PROPOSAL

Date: 03/10/22  
Sold To: Governmental Management Services  
Contact: Clayton Smith  
Street: 219 E. Livingston St.  
City/State/Zip: Orlando, FL 32801  
Phone: 407 841-5524  
Email: [csmith@gmscfl.com](mailto:csmith@gmscfl.com)

Quote Validity: 30 Days After Date of Quote  
Ship:  
Contact:  
Street:  
City/State/Zip: Tampa, FL  
Phone: 407 201-1514  
Fax:

QTY	DESCRIPTION	UNIT COST	AMOUNT
2	Cancun 180 Cabanas	\$13,196.00	\$26,392.00
	Size: 12'-0" x 12'-0" x 8'-0" High Legs		\$0.00
	Frame: Galvanized Steel w/Zinc Rich Primer, Powder Coated White, Black or Bronze		\$0.00
	Fabric: Sunbrella Shade, Color: TBD		\$0.00
1	Packaging, Wood Crates	\$600.00	\$600.00
	Sub-Total		\$26,992.00
	GMS Must Provide Tax Exempt Certificate Sales Tax	0.00%	\$0.00
	** Freight Charges	TBD	\$0.00
	Total w tax, freight will be added at time of shipping		\$26,992.00

**\*\* Due to fluctuating prices, we cannot accurately estimate freight cost. Actual freight cost will be determined at the time of shipment. \*\***

- Estimated lead time: 8 weeks from customer signature of proposal and receipt of 50% down payment.
- All Resort Cabanas products are custom-made based upon your drawings/dimensions. As a result, we do not offer product returns or refunds. Forklift is required to offload unit from deliver truck. Cabanas are shipped in wood crates.
- Resort Cabanas engineered Cabanas are California Stamped. Non-Site Specific and meet the current IBC Code. Cabanas are fabricated to attach baseplates to top of level concrete surface.
- Above pricing is based upon products ordered by signing this proposal. If additional paperwork is supplied by the purchase, i.e., Purchase Order Agreement or Contract Submittals, additional costs may be incurred.
- Customer responsible for Use Tax, Federal Tax, import or export duties, fees, discretionary sales surtax or assessments, and State or Local Tax Rate Increases, if applicable.
- If you receive an item that is damaged or defective, please contact us immediately. Defective returns will be accepted for repair within a 30-day period from date of shipment.

### Buyer Acknowledges and Agrees That:

1. The freight terms on the order are "FOB Origin Freight Prepaid/Charged Back."
2. Eide Industries, Inc. is NOT RESPONSIBLE for lost, damaged or late delivery of all or any part of the shipment.
3. The buyer has had the opportunity to select a carrier for shipment of their product and absent their written selection, hereby authorizes Eide Industries to select a carrier.
4. Selection of a carrier by Eide Industries, Inc. does not obligate Eide for liability of lost, damaged, or late delivery of all or any part of the shipment.

### Notes:

- Please review, sign, and return with appropriate credit card information.
- Make checks payable to Eide Industries Inc. DBA Resort Cabanas
- Please Review our Limits of Liabilities at - <https://www.resortcabanas.com/wp-content/uploads/rc-liability.pdf>

This quotation is valid for 30 days. The customer's signature on this document indicates his/her acceptance of the contents of this proposal. In the event of a customer cancellation, the customer is responsible for all materials, administrative and manufacturing work performed and all associated costs up to date of cancellation of the order. The customer is entitled to cancel this agreement before midnight of the third day after the date of his/her acceptance signature (Sundays excluded). All installed work is warranted for one (1) year from date of installation. Eide Industries photographs all its products for training and marketing purposes.



16215 Piuma Avenue Cerritos, CA 90703-1528  
Phone (562)402-8335 | Fax: (562)924-2233  
Toll Free U.S. Phone (800)422-6827  
California Contractor's License #211771

Salesperson: Robert Rudow  
robert@eideindustries.com  
562-402-8335 x114

Frame: Steel  
Terms: 50% Deposit  
Balance: Due at time of shipment. Freight charges will be added to balance  
FOB: Cerritos, CA

Shipping Method: Best  
Graphics: No  
Fire Retardant: No  
Pre-Engineered: Yes

---

Credit Card Number

---

Credit Card Billing Address

---

Exp. Date

---

AVS/CVV/CCV/CVV2

---

Robert Rudow, Resort Cabanas

Date

---

Customer Signature

Date

This quotation is valid for 30 days. The customer's signature on this document indicates his/her acceptance of the contents of this proposal. In the event of a customer cancellation, the customer is responsible for all materials, administrative and manufacturing work performed and all associated costs up to date of cancellation of the order. The customer is entitled to cancel this agreement before midnight of the third day after the date of his/her acceptance signature (Sundays excluded). All installed work is warranted for one (1) year from date of installation. Eide Industries photographs all its products for training and marketing purposes.

## SECTION D

# SECTION 1

**Chapel Creek**  
**Community Development District**  
Check Register Summary & ACH Debit Summary  
January 1, 2022 through January 31, 2022

<b>Fund</b>	<b>Date</b>	<b>Check #'s/Vendor</b>	<b>Amount</b>
-------------	-------------	-------------------------	---------------

**Check Register**

*General Fund- Regions (GMS Operating)*

1/19/22	118-126	\$	16,433.00
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<b>Total Check Register</b>		<b>\$</b>	<b>16,433.00</b>
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**ACH Debit**

*General Fund- Regions (GMS Operating)*

1/6/22	Duke Energy	\$	545.05
1/11/22	Duke Energy	\$	3,933.42
1/18/22	Spectrum	\$	122.97
1/20/22	Duke Energy	\$	545.05

<b>Total ACH Debit</b>		<b>\$</b>	<b>5,146.49</b>
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<b>Total Check Register &amp; ACH Debit</b>		<b>\$</b>	<b>21,579.49</b>
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\*\*\* CHECK DATES 01/01/2022 - 01/31/2022 \*\*\*  
 CHAPEL CREEK - GENERAL FUND  
 BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
1/19/22	00015	10/01/21 4121365	202110 320-53800-47000	POND MAINT OCT21	*	775.00	
				AQUAGENIX			775.00 000118
1/19/22	00031	1/18/22 13805	202201 320-53800-46200	LANDSCAPE MAINT JAN22	*	6,750.00	
				CARDINAL LANDSCAPING SERVICES			6,750.00 000119
1/19/22	00037	12/29/21 1	202112 310-51300-31300	AMORIZATION SCHEDULE	*	250.00	
				DISCLOSURE SERVICES LLC			250.00 000120
1/19/22	00018	12/10/21 151573	202112 320-53800-46000	GATE MAINTENANCE	*	688.98	
				GATE TECH INC			688.98 000121
1/19/22	00008	1/01/22 72	202201 310-51300-34000	MANAGEMENT FEES JAN22	*	2,916.67	
		1/01/22 72	202201 310-51300-35300	WEBSITE ADMIN JAN22	*	50.83	
		1/01/22 72	202201 310-51300-35100	INFORMATION TECH JAN22	*	105.42	
		1/01/22 72	202201 310-51300-31300	DISSEMINATION SVC JAN22	*	500.00	
		1/01/22 72	202201 310-51300-51000	OFFICE SUPPLIES	*	.21	
		1/01/22 72	202201 310-51300-42000	POSTAGE	*	42.45	
		1/01/22 73	202201 320-53800-12000	FIELD MANAGEMENT JAN22	*	1,250.00	
		1/01/22 73	202201 320-53800-46000	MONTHLY MAINT JAN22	*	661.94	
				GMS-CENTRAL FLORIDA, LLC			5,527.52 000122
1/19/22	00020	1/03/22 1823	202112 330-53800-48100	JANITORIAL DEC21	*	700.00	
				JAYMAN ENTERPRISES, LLC			700.00 000123
1/19/22	00019	12/22/21 20759	202112 310-51300-31500	ATTORNEY FEES	*	725.00	
				STRALEY ROBIN VERICKER			725.00 000124
1/19/22	00022	1/03/22 7894	202201 330-53800-48400	POOL MAINT JAN22	*	850.00	
				SUNCOAST POOL SERVICE			850.00 000125

CHCR CHAPEL CREEK HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
1/19/22	00011	12/26/21 00002018	202112 310-51300-48000	BOS AD	*	166.50	
-----							
TIMES PUBLISHING COMPANY							166.50 000126
-----							
TOTAL FOR BANK A						16,433.00	
TOTAL FOR REGISTER						16,433.00	

**Chapel Creek**  
**Community Development District**  
Check Register Summary & ACH Debit Summary  
February 1, 2022 through February 28, 2022

<b>Fund</b>	<b>Date</b>	<b>Check #'s/Vendor</b>	<b>Amount</b>
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**Check Register**

*General Fund- Regions (GMS Operating)*

2/23/22	127-129	\$	8,034.75
2/25/22	130	\$	120.00

<b>Total Check Register</b>		<b>\$</b>	<b>8,154.75</b>
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**ACH Debit**

*General Fund- Regions (GMS Operating)*

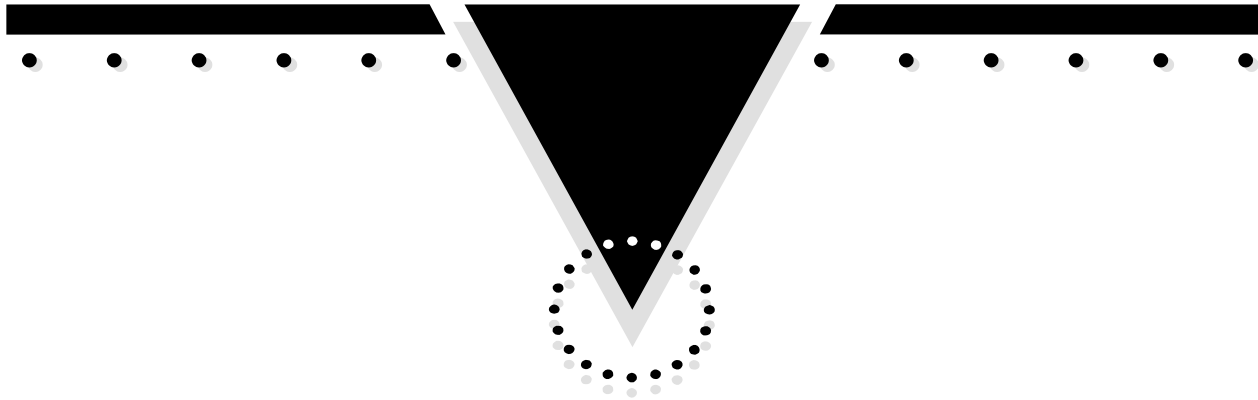
2/4/22	Duke Energy	\$	1,900.00
2/4/22	City of Pasco County	\$	349.45
2/17/22	Spectrum	\$	122.97
2/17/22	Duke Energy	\$	522.16

<b>Total ACH Debit</b>		<b>\$</b>	<b>2,894.58</b>
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<b>Total Check Register &amp; ACH Debit</b>		<b>\$</b>	<b>11,049.33</b>
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CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/23/22	00008	2/01/22 74	202202 310-51300-34000		*	2,916.67	
			MANAGEMENT FEES FEB22				
		2/01/22 74	202202 310-51300-35200		*	50.83	
			WEBSITE ADMIN FEB22				
		2/01/22 74	202202 310-51300-35100		*	105.42	
			INFORMATION TECH FEB22				
		2/01/22 74	202202 310-51300-31300		*	500.00	
			DISSEMINATION SVC FEB22				
		2/01/22 74	202202 310-51300-51000		*	3.13	
			OFFICE SUPPLIES				
		2/01/22 74	202202 310-51300-42000		*	11.13	
			POSTAGE				
		2/01/22 74	202202 310-51300-42500		*	4.50	
			COPIES				
		2/01/22 75	202202 320-53800-12000		*	1,250.00	
			FIELD MANAGEMENT FEB22				
		2/01/22 75	202202 320-53800-46000		*	114.07	
			MAINTENANE MATERIAL FEB22				
			GMS-CENTRAL FLORIDA, LLC				4,955.75 000127
2/23/22	00020	2/01/22 1869	202201 330-53800-48100		*	700.00	
			CLEANING JAN22				
			JAYMAN ENTERPRISES, LLC				700.00 000128
2/23/22	00038	2/03/22 20240768	202202 320-53800-34500		*	2,379.00	
			DEPOSIT ON CAMERA				
			SOUTHEAST WIRING SOLUTIONS, INC				2,379.00 000129
2/25/22	00008	10/31/21 71	202110 320-53800-46000		*	120.00	
			GENERAL MAINT OCT21				
			GMS-CENTRAL FLORIDA, LLC				120.00 000130
TOTAL FOR BANK A						8,154.75	
TOTAL FOR REGISTER						8,154.75	

## SECTION 2



# Chapel Creek

## Community Development District

Unaudited Financial Reporting  
February 28, 2022





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**Chapel Creek**  
**Community Development District**  
Combined Balance Sheet  
February 28, 2022

**Governmental Fund Types**

	<u><b>General</b></u>	<u><b>Capital Reserve</b></u>	<u><b>2006 Debt Service</b></u>	<u><b>2021 Debt Service</b></u>	<u><b>2006 Capital Projects</b></u>	<u><b>2021 Capital Projects</b></u>	<u><b>Totals (memorandum only)</b></u>
<i>Assets</i>							
Cash- Suntrust	\$157,379	\$0	---	---	---	---	\$157,379
Accounts Receivable	\$2,424	---	---	---	---	---	\$2,424
Due from General Fund	---	---	\$8,221	---	---	---	\$8,221
<b>Investments:</b>							
Reserve	---	---	\$235,267	\$243,689	---	---	\$478,956
Revenue	---	---	\$3,150,443	\$77,854	---	---	\$3,228,297
Prepayment	---	---	\$4,937,464	---	---	---	\$4,937,464
Interest	---	---	---	\$155,669	---	---	\$155,669
Acquisition and Construction	---	---	---	---	\$3,441	\$300,665	\$304,106
Suntrust CD- Utilities	\$21,537	---	---	---	---	---	\$21,537
Suntrust CD- Streets/Draining	\$43,416	---	---	---	---	---	\$43,416
Deposits	\$1,470	---	---	---	---	---	\$1,470
<b>Total Assets</b>	<b>\$226,226</b>	<b>\$0</b>	<b>\$8,331,394</b>	<b>\$477,212</b>	<b>\$3,441</b>	<b>\$300,665</b>	<b>\$9,338,938</b>
<i>Liabilities</i>							
Accounts Payable	\$13,029	---	---	---	---	---	\$13,029
Accrued Expenses	\$8,673	---	---	---	---	---	\$8,673
Due to Debt Service	\$8,221	---	---	---	---	---	\$8,221
Due to Developer	\$64,953	---	---	---	---	---	\$64,953
Debt Service Obligation	---	---	\$4,495,993	---	---	---	\$4,495,993
<i>Fund Equity</i>							
Net Assets	---	---	---	---	---	---	\$0
<b>Fund Balances</b>							
Unassigned	\$129,880	---	---	---	---	---	\$129,880
Assigned for Capital Reserve Fund	---	\$0	---	---	---	---	\$0
Nonspendable- Deposits	\$1,470	---	---	---	---	---	\$1,470
Nonspendable- Prepaid	\$0	---	---	---	---	---	\$0
Restricted for Capital Projects	---	---	---	---	\$3,441	\$300,665	\$304,106
Restricted for Debt Service	---	---	\$3,835,402	\$477,212	---	---	\$4,312,613
<b>Total Liabilities, Fund Equity, Other</b>	<b>\$226,226</b>	<b>\$0</b>	<b>\$8,331,394</b>	<b>\$477,212</b>	<b>\$3,441</b>	<b>\$300,665</b>	<b>\$9,338,938</b>

**Chapel Creek**  
**Community Development District**  
General Fund  
Statement of Revenues & Expenditures  
For Period Ending February 28, 2022

	<b>Adopted Budget</b>	<b>Prorated Budget 2/28/22</b>	<b>Actual 2/28/22</b>	<b>Variance</b>
<i>Revenues</i>				
Operations and Maintenance Assessments- Tax Roll	\$260,172	\$253,452	\$253,452	\$0
Operations and Maintenance Assessments-Direct	\$46,594	\$24,276	\$24,276	\$0
Operations and Maintenance Assessments- Lot Closings	\$0	\$0	\$0	\$0
Developer Funding	\$140,000	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$446,766</b>	<b>\$277,728</b>	<b>\$277,728</b>	<b>\$0</b>

*Administrative Expenditures*

Supervisors Fees	\$12,000	\$5,000	\$1,000	\$4,000
District Management	\$35,000	\$14,583	\$14,583	(\$0)
District Engineer	\$3,500	\$1,458	\$3,361	(\$1,902)
Disclosure Report	\$5,000	\$2,083	\$2,750	(\$667)
Trustee Fees	\$3,000	\$1,250	\$0	\$1,250
Property Appraiser Fee	\$150	\$63	\$0	\$63
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Auditing Services	\$4,900	\$2,042	\$0	\$2,042
Arbitrage Rebate Calculation	\$650	\$271	\$0	\$271
Public Officials Liability Insurance	\$2,663	\$2,663	\$2,506	\$157
Legal Advertising	\$2,000	\$833	\$167	\$667
Dues, License, & Subscriptions	\$175	\$175	\$175	\$0
Postage & Delivery	\$500	\$208	\$98	\$110
Printing & Binding	\$150	\$63	\$9	\$54
Office Supplies	\$150	\$63	\$8	\$55
ADA Website Compliance	\$2,000	\$2,000	\$1,538	\$463
Information Technology	\$1,265	\$527	\$527	(\$0)
Website Hosting Maintenance, Backup (Email)	\$610	\$254	\$254	\$0
District Counsel	\$12,000	\$5,000	\$1,286	\$3,714
<b>Total Administrative</b>	<b>\$90,713</b>	<b>\$43,536</b>	<b>\$33,261</b>	<b>\$10,275</b>

*Field Expenditures*

Field Management	\$15,000	\$6,250	\$6,250	\$0
Utility Services- Electric	\$12,000	\$5,000	\$4,722	\$278
Utility Services- Streetlights	\$40,000	\$16,667	\$13,104	\$3,563
Street Light Repair	\$14,000	\$5,833	\$0	\$5,833
Aquatic Maintenance	\$9,300	\$3,875	\$3,875	\$0
General Liability Insurance	\$2,707	\$2,707	\$2,547	\$160
Property Insurance	\$4,446	\$4,446	\$4,184	\$262
Landscape Maintenance	\$110,000	\$45,833	\$33,750	\$12,083
Field Repairs & Maintenance	\$10,000	\$4,167	\$4,299	(\$133)
Holiday Decorations	\$3,000	\$1,250	\$2,201	(\$951)
Irrigation Maintenance	\$6,000	\$2,500	\$1,010	\$1,490
Landscape Enhancements & Replacement	\$35,000	\$14,583	\$0	\$14,583
Sidewalk & Pavement Management	\$1,500	\$625	\$0	\$625
Field Contingency	\$10,000	\$4,167	\$0	\$4,167
<b>Total Field</b>	<b>\$272,953</b>	<b>\$117,903</b>	<b>\$75,942</b>	<b>\$41,961</b>

**Chapel Creek**  
**Community Development District**  
General Fund  
Statement of Revenues & Expenditures  
For Period Ending February 28, 2022

	<b>Adopted Budget</b>	<b>Prorated Budget 2/28/22</b>	<b>Actual 2/28/22</b>	<b>Variance</b>
<i><u>Amenity Center</u></i>				
Utility Services- Electric	\$ 10,000	\$4,167	\$3,796	\$370
Utility Services- Water & Sewer	\$ 3,000	\$1,250	\$1,206	\$44
Amenity Access Management	\$ 5,000	\$2,083	\$0	\$2,083
Amenity Maintenance & Repair	\$ 20,000	\$8,333	\$0	\$8,333
Janitorial Services	\$ 8,400	\$3,500	\$4,575	(\$1,075)
Pool Service Contract	\$ 10,200	\$4,250	\$4,250	\$0
Security	\$ 7,500	\$3,125	\$2,379	\$746
Internet	\$ 3,000	\$1,250	\$0	\$1,250
Pest Control Services	\$ 1,000	\$417	\$0	\$417
Miscellaneous Contingency	\$ 5,000	\$2,083	\$1,162	\$921
<b>Total Amenity Center</b>	<b>\$73,100</b>	<b>\$30,458</b>	<b>\$17,368</b>	<b>\$13,090</b>
<b>Total Revenues</b>	<b>\$446,766</b>	<b>\$277,728</b>	<b>\$277,728</b>	<b>\$0</b>
<b>Total Expenditures</b>	<b>\$436,766</b>	<b>\$191,897</b>	<b>\$126,572</b>	<b>\$65,325</b>
<b>Operating Income (Loss)</b>	<b>\$10,000</b>	<b>\$85,831</b>	<b>\$151,156</b>	<b>\$65,325</b>
<b>Other Sources/(Uses)</b>				
Transfer Out- Capital Reserve	(\$10,000)	\$0	\$0	\$0
<b>Total Other Sources/(Uses)</b>	<b>(\$10,000)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Excess Revenue/(Expenditures)</b>	<b>\$0</b>	<b>\$151,156</b>		
<b>Beginning Fund Balance</b>	<b>\$0</b>	<b>(\$19,806)</b>		
<b>Ending Fund Balance</b>	<b>\$0</b>	<b>\$131,350</b>		

# Chapel Creek

## Community Development District

### Capital Reserve Fund

#### Statement of Revenues & Expenditures

#### For Period Ending February 28, 2022

	Adopted Budget	Prorated Budget 2/28/22	Actual 2/28/22	Variance
<b>Revenues</b>				
Interfund Transfer In- General Fund	\$10,000	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$10,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Expenditures</b>				
Capital Outlay	\$10,000	\$0	\$0	\$0
<b>Total Expenditures</b>	<b>\$10,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$0</b>		<b>\$0</b>	
<b>Beginning Fund Balance</b>	<b>\$0</b>		<b>\$0</b>	
<b>Ending Fund Balance</b>	<b>\$0</b>		<b>\$0</b>	

# Chapel Creek

## Community Development District

Debt Service Fund Series 2006A  
Statement of Revenues & Expenditures  
For Period Ending February 28, 2022

	<b>Adopted Budget</b>	<b>Prorated Budget 2/28/22</b>	<b>Actual 2/28/22</b>	<b>Variance</b>
<b><u>Revenues</u></b>				
Special Assessments	\$400,900	\$196,408	\$196,408	\$0
Special Assessments- Off Roll	\$0	\$0	\$0	\$0
Special Assessments- Lot Closings	\$0	\$0	\$1,241	\$1,241
Interest Income	\$0	\$0	\$413	\$413
Interfund Transfer In	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$400,900</b>	<b>\$196,408</b>	<b>\$198,062</b>	<b>\$1,654</b>
<b><u>Expenditures</u></b>				
Legal Costs	\$0	\$0	\$348	(\$348)
Tax Collector	\$0	\$0	\$0	\$0
Interfund Transfer Out	\$0	\$0	\$2	(\$2)
<b><u>Series 2006A</u></b>				
Interest-11/1	\$120,450	\$120,450	\$120,450	\$0
Principal-5/1	\$160,000	\$0	\$0	\$0
Interest-5/1	\$120,450	\$0	\$0	\$0
<b>Total Expenditures</b>	<b>\$400,900</b>	<b>\$120,450</b>	<b>\$120,800</b>	<b>(\$350)</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$0</b>		<b>\$77,262</b>	
<b>Beginning Fund Balance</b>	<b>\$0</b>		<b>\$3,758,140</b>	
<b>Ending Fund Balance</b>	<b>\$0</b>		<b>\$3,835,402</b>	



# Chapel Creek

## Community Development District

Debt Service Fund Series 2021  
Statement of Revenues & Expenditures  
For Period Ending February 28, 2022

	<b>Adopted Budget</b>	<b>Prorated Budget 2/28/22</b>	<b>Actual 2/28/22</b>	<b>Variance</b>
<b><u>Revenues</u></b>				
Special Assessments- Direct	\$155,669	\$77,834	\$77,834	\$0
Interest Income	\$0	\$0	\$13	\$13
Interfund Transfer In	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$155,669</b>	<b>\$77,834</b>	<b>\$77,847</b>	<b>\$13</b>
<b><u>Expenditures</u></b>				
Interfund Transfer Out	\$0	\$0	\$0	\$0
<b><u>Series 2021</u></b>				
Interest Expense 11/1	\$115,887	\$115,887	\$115,887	\$0
Interest Expense 5/1	\$155,669	\$0	\$0	\$0
<b>Total Expenditures</b>	<b>\$271,556</b>	<b>\$115,887</b>	<b>\$115,887</b>	<b>\$0</b>
<b>Excess Revenues/(Expenditures)</b>	<b>(\$115,887)</b>		<b>(\$38,039)</b>	
<b>Beginning Fund Balance</b>	<b>\$271,555</b>		<b>\$515,251</b>	
<b>Ending Fund Balance</b>	<b>\$155,669</b>		<b>\$477,212</b>	

# Chapel Creek

## Community Development District

Capital Projects Fund  
Statement of Revenues & Expenditures  
For Period Ending February 28, 2022

	Series 2006	Series 2021
<b><u>Revenues</u></b>		
Interest Income	\$10	\$135
Bond Proceeds	\$0	\$0
Interfund Transfer In	\$2	\$0
<b>Total Revenues</b>	<b>\$12</b>	<b>\$135</b>
<b><u>Expenditures</u></b>		
Capital Outlay	\$0	\$6,217,862
Interfund Transfer Out	\$0	\$0
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$6,217,862</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$12</b>	<b>(\$6,217,727)</b>
<b>Beginning Fund Balance</b>	<b>\$3,429</b>	<b>\$6,518,392</b>
<b>Ending Fund Balance</b>	<b>\$3,441</b>	<b>\$300,665</b>

Chapel Creek CDD- General Fund  
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Revenues</u>													
Operations and Maintenance Assessments- Tax Roll	\$0	\$35,447	\$214,798	\$2,516	\$691	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$253,452
Operations and Maintenance Assessments- Direct	\$24,276	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,276
Operations and Maintenance Assessments- Lot Closings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Funding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$24,276</b>	<b>\$35,447</b>	<b>\$214,798</b>	<b>\$2,516</b>	<b>\$691</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$277,728</b>
<u>Administrative Expenditures</u>													
Supervisors Fees	\$0	\$0	\$0	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
District Management	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,583
District Engineer	\$0	\$2,195	\$1,166	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,361
Disclosure Report	\$500	\$500	\$750	\$500	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,750
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property Appraiser Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assessment Roll	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Auditing Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage Rebate Calculation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Public Officials Liability Insurance	\$2,506	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,506
Legal Advertising	\$0	\$0	\$167	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$167
Dues, License, & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Postage & Delivery	\$4	\$29	\$12	\$42	\$11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$98
Printing & Binding	\$0	\$0	\$5	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9
Office Supplies	\$0	\$2	\$3	\$0	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8
ADA Website Compliance	\$1,538	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,538
Information Technology	\$105	\$105	\$105	\$105	\$105	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$527
Website Hosting, Maintenance, Backup (Email)	\$51	\$51	\$51	\$51	\$51	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$254
District Counsel	\$0	\$561	\$725	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,286
<b>Total Administrative</b>	<b>\$12,796</b>	<b>\$6,359</b>	<b>\$5,900</b>	<b>\$3,616</b>	<b>\$4,592</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$33,261</b>
<u>Field Expenditures</u>													
Field Management	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,250
Utility Services- Electric	\$936	\$915	\$1,053	\$880	\$938	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,722
Utility Services- Streetlights	\$2,992	\$2,031	\$2,992	\$2,421	\$2,668	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,104
Street Light Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Aquatic Maintenance	\$775	\$775	\$775	\$775	\$775	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,875
General Liability Insurance	\$2,547	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,547
Property Insurance	\$4,184	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,184
Landscape Maintenance	\$6,750	\$6,750	\$6,750	\$6,750	\$6,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,750
Field Repairs & Maintenance	\$335	\$1,329	\$959	\$1,562	\$114	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,299
Holiday Decorations	\$0	\$0	\$2,201	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,201
Irrigation Maintenance	\$0	\$1,010	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,010
Landscape Enhancements & Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sidewalk & Pavement Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Field Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Field</b>	<b>\$19,770</b>	<b>\$14,060</b>	<b>\$15,980</b>	<b>\$13,638</b>	<b>\$12,494</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$75,942</b>

Chapel Creek CDD- General Fund  
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Amenity Center</u>													
Utility Services- Electric	\$739	\$743	\$847	\$703	\$765	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,796
Utility Services- Water & Sewer	\$219	\$211	\$169	\$178	\$429	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,206
Amenity Access Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amenity Maintenance & Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Janitorial Services	\$1,400	\$1,075	\$700	\$700	\$700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,575
Pool Service Contract	\$850	\$850	\$850	\$850	\$850	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,250
Security	\$0	\$0	\$0	\$0	\$2,379	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,379
Internet	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pest Control Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous Contingency	\$491	\$159	\$174	\$166	\$172	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,162
<b>Total Amenity Center</b>	<b>\$3,699</b>	<b>\$3,037</b>	<b>\$2,740</b>	<b>\$2,597</b>	<b>\$5,295</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$17,368</b>
<b>Total Revenues</b>	<b>\$24,276</b>	<b>\$35,447</b>	<b>\$214,798</b>	<b>\$2,516</b>	<b>\$691</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$277,728</b>
<b>Total Expenditures</b>	<b>\$36,264</b>	<b>\$23,456</b>	<b>\$24,620</b>	<b>\$19,851</b>	<b>\$22,381</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$126,572</b>
<b>Excess Revenue/(Expenditures)</b>	<b>(\$11,988)</b>	<b>\$11,991</b>	<b>\$190,178</b>	<b>(\$17,334)</b>	<b>(\$21,690)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$151,156</b>

# Chapel Creek

## Community Development District

### Long Term Debt Report

<b>Series 2006A Special Assessment Bonds</b>	
Interest Rate:	5.500%
Maturity Date:	5/1/2038
Reserve Fund Definition:	MADS
Reserve Fund Requirement:	\$235,267
Reserve Fund Balance:	\$235,267
Bonds outstanding -09/30/2019	\$17,664,667
Current Bonds Outstanding	\$17,664,667

<b>Series 2021 Special Assessment Bonds</b>	
Interest Rate:	2.5-3.550%
Maturity Date:	5/1/2052
Reserve Fund Definition:	50% MADS
Reserve Fund Requirement:	\$243,689
Reserve Fund Balance:	\$243,689
Bonds outstanding -06/30/21	\$8,730,000
Current Bonds Outstanding	\$8,730,000

**Chapel Creek**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts**

Gross Assessments \$ 274,694.09 \$ 212,868.00 \$ 487,562.09  
Net Assessments \$ 258,212.44 \$ 200,095.92 \$ 458,308.36

**ON ROLL ASSESSMENTS**

							56.34%	43.66%	100.00%
							<i>2006A Debt</i>		
<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&amp;M Portion</i>	<i>Service</i>	<i>Total</i>
11/10/21	11/01/2021-11/05/2021	\$10,007.81	(\$192.16)	(\$400.32)	\$0.00	\$9,415.33	\$5,304.63	\$4,110.70	\$9,415.33
11/18/21	11/06/2021-11/15/2021	\$56,866.81	(\$1,091.83)	(\$2,274.65)	\$0.00	\$53,500.33	\$30,142.26	\$23,358.07	\$53,500.33
12/02/21	11/16/2021-11/23/2021	\$380,225.69	(\$7,300.33)	(\$15,209.41)	\$0.00	\$357,715.95	\$201,538.35	\$156,177.60	\$357,715.95
12/08/21	11/24/2021-11/30/2021	\$12,101.01	(\$232.34)	(\$484.05)	\$1.00	\$11,385.62	\$6,414.70	\$4,970.92	\$11,385.62
12/17/21	12/01/2021-12/15/2021	\$12,399.48	(\$247.99)	\$0.00	\$0.00	\$12,151.49	\$6,846.19	\$5,305.30	\$12,151.49
01/07/22	12/16/2021-12/31/2021	\$4,698.16	(\$91.14)	(\$140.94)	\$0.00	\$4,466.08	\$2,516.20	\$1,949.88	\$4,466.08
02/04/22	1/01/2022-01/31/2022	\$1,276.63	(\$25.03)	(\$25.53)	\$0.00	\$1,226.07	\$690.77	\$535.30	\$1,226.07
<b>TOTAL</b>		<b>\$ 477,575.59</b>	<b>\$ (9,180.82)</b>	<b>\$ (18,534.90)</b>	<b>\$ 1.00</b>	<b>\$ 449,860.87</b>	<b>\$ 253,453.10</b>	<b>\$ 196,407.77</b>	<b>\$ 449,860.87</b>

**98% Net Percent Collected**

**DIRECT BILL**

Chapel Creek CDD Holdings LLC					
				\$2,368.42	\$2,368.42
<i>Date Received</i>	<i>Due Date</i>	<i>Check Number</i>	<i>Net Assessed</i>	<i>Amount Received</i>	<i>O&amp;M</i>
9/14/21	10/1/21	3254	\$1,184.21	\$1,184.21	\$1,184.21
	2/1/22		\$592.11		
	5/1/22		\$592.11		
				<b>\$1,776.32</b>	<b>\$1,184.21</b>
				<b>\$1,184.21</b>	<b>\$1,184.21</b>

Clayton Properties Group Inc						
				\$201,853.02	\$46,184.27	\$155,668.75
<i>Date Received</i>	<i>Due Date</i>	<i>Check Number</i>	<i>Net Assessed</i>	<i>Amount Received</i>	<i>O&amp;M</i>	<i>Series 2021 Debt</i>
9/14/21	10/1/21	38578	\$100,926.51	\$100,926.51	\$23,092.13	\$77,834.38
	4/1/22		\$100,926.51		\$0.00	\$0.00
				<b>\$201,853.02</b>	<b>\$100,926.51</b>	<b>\$23,092.13</b>
						<b>\$77,834.38</b>