



Chapel Creek

Community Development District

Timothy Fore, Chairman

Mitchell Sabanosh, Vice Chairperson

Sean McFall-Kosiarski, Assistant Secretary

Sean White, Assistant Secretary

José Fernandez, Assistant Secretary

November 5, 2025

AGENDA

Chapel Creek Community Development District
AGENDA

Seat 1: Timothy Fore - C	
Seat 4: Mitchell Sabanosh - VC	
Seat 2: Sean McFall-Kosiarski - AS	
Seat 3: Sean White - AS	
Seat 5: José Fernandez - AS	

Wednesday
November 5, 2025
11:30 a.m.

Microtel Inn & Suites by Wyndham Zephyrhills
7839 Gall Blvd.
Zephyrhills, Florida 33541
<https://us06web.com.zoom.us/j/85940687609>
Meeting ID:859 4068 7609
Passcode: cMwT9g
Zoom Phone #: 929-205-6099

Board of Supervisors Meeting

- I. Roll Call
- II. Public Comment Period (*Public Comments will be limited to three (3) minutes each*)
- III. Approval of Minutes of the October 1, 2025 Meeting
- IV. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager
 1. Report
 2. Consideration of America's Swimming Pool Proposal for Pool Light Replacement
 3. Consideration of Danielle Fence Proposal to Install a Gate at the Opening Fence on Clifton Down
 4. Consideration of FLM Proposal for Monument Lighting
 - D. District Manager
 1. Consideration of GMS-Tampa Agreement for District Management Services
- V. Discussion Items
 - A. Discussion Regarding Capital Projects Plans
 - B. Discussion of Landscape RFP
 - C. Discussion of Volunteer Insurance & Financial Crime Coverage
 - D. Discussion About the Resident Event Committee and the Use of CDD Property
 - E. Discussion of Amenity Policies

- VI. Other Business
 - A. Presentation of Fiscal Year 2025 Goals & Objectives and Authorizing the Chair to Execute
 - B. Consideration of Resolution 2026-06 Announcement of Board Seats Up for the November General Election
- VII. Business Administration
 - A. Approval of October 2025 Check Register
 - B. September 2025 Balance Sheet & Income Statement
 - C. September 2025 Special Assessment Receipt Schedule
- VIII. Supervisors' Requests and Audience Comments
- IX. Next Regularly Scheduled Board Meeting is Wednesday, December 3, 2025, at 6:30 p.m. at Microtel Inn & Suites by Wyndham Zephyrhills
- X. Adjournment

Meetings are open to the public and may be continued to a time, date, and place certain. For more information regarding this CDD please visit the website: <https://www.chapelcreekcdd.org>

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 Wednesday, **October 1, 2025**, at 12:21 p.m. at the Microtel Inn & Suites by Wyndham Zephyrhills, 7839 Gall Blvd, Zephyrhills, Florida.

Present and constituting a quorum were:

Timothy Fore
Mitchell Sabanosh
Sean White

Chairman
Vice Chairman
Assistant Secretary

Also, present were:

Richard McGrath
Brian Young
Allen Bailey *by Zoom*
Cari Webster *by Zoom*
Tyson Waag *by Zoom*

District Manager, GMS Tampa
District Manager, GMS Tampa
Field Manager, GMS
District Counsel
District Engineer

The following is a summary of the discussions and actions taken at the October 1, 2025, Chapel Creek Community Development District's Regular Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. McGrath called the meeting to order at 12:21 p.m. Three Supervisors were present in person constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. McGrath stated that the Board had opened the public comment period for agenda items, noting that there would be a separate opportunity near the end of the meeting for comments on

non-agenda items. Mr. McGrath asked for speakers to state their name and address for the record, and to limit their remarks to three minutes, and then invited any members of the public to speak.

Resident (Eric Ramirez, 7001 Abbey Wood Lane) talked about an email he sent about the field manager's report and a broken latch and a tree on the northwest side of the playground that is growing into the support beam.

THIRD ORDER OF BUSINESS

Approval of Minutes of the September 3, 2025 Board of Supervisors Meeting

Mr. McGrath presented the minutes from the September 3, 2025 Board of Supervisors meeting and asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Mr. Fore, seconded by Mr. White, with all in favor, the Minutes of the September 3, 2025 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2026-01 Appointing & Removing Officers of the District

Mr. McGrath presented the resolution and stated that GMS Tampa will be taking over the District from GMS Orlando. This resolution will remove the GMS Orlando officers and add the GMS Tampa as officers to the District therefore appointing Richard McGrath as Treasurer, Hannah Greenwood and Darrin Mossing as Assistant Treasures, Richard McGrath as Secretary, and Amanda Ferguson and Jason Greenwood as Assistant Secretaries. There were no questions or comments from the Board and there was a motion of approval.

On MOTION by Mr. Fore, seconded by Mr. Sabanosh, with all in favor, Resolution 2026-01 Appointing & Removing Officers of the District, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2026-02 Designating Signatories of the Bank Account

Mr. McGrath presented the resolution and noted that the GMS office will be the primary administrative office and principal headquarters. There were no Board questions.

On MOTION by Mr. Fore, seconded by Mr. Sabanosh, with all in favor, Resolution 2026-02 Redesignating the Primary Administrative Office & Principal Headquarters, was approved.

For the record, in the agenda the resolutions were presented out of order and Resolution 2026-02 is Designating Signatories of the Bank Account and Resolution 2026-03 is consideration of Redesignating the Primary Administrative Office & Principal Headquarters, and the above resolution was retaken. Mr. McGrath noted that this designates the GMS Tampa staff as signatories of District Bank Account.

On MOTION by Mr. Fore, seconded by Mr. Sabanosh, with all in favor, Resolution 2026-02 Designating Signatories of the Bank Account, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2026-03 Redesignating the Primary Administrative Office and Principal Headquarters

Mr. McGrath stated this resolution redesignates the primary administrative office and principal headquarters to the GMS Tampa office.

On MOTION by Mr. Fore, seconded by Mr. Sabanosh, with all in favor, Resolution 2026-03 Redesignating the Primary Administrative Office and Principal Headquarters, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2026-04 Designating a Registered Agent & Registered Office of the District

Mr. McGrath presented the resolution and noted the GMS Tampa office will also act as the registered agent and offered to answer and Board questions. There were no questions and a motion of approval before the next item followed.

On MOTION by Mr. Fore, seconded by Mr. Sabanosh, with all in favor, Resolution 2026-04 Designating a Registered Agent & Registered Office of the District, was approved.

EIGHTH ORDER OF BUSINESS**Consideration of Resolution 2026-05
Approving the Proposed Stonebridge
North Plat**

Mr. McGrath noted the resolution was provided to Board and Audience members for review and Ms. Webster presented the resolution relating to the Stonebridge North Plat. This plat has been approved by the Conty and is in line with all of the bond documents and engineer's report. She did note that the County attorney had an issue with the acceptance date from 2023 when the bond resolution and documents were originally approved. This resolution was drafted to rectify that date and satisfy the County and get the plat finalized. She offered to answer any questions. There being none, she asked for a motion of approval.

On MOTION by Mr. Fore, seconded by Mr. Sabanosh, with all in favor, Resolution 2026-05 Approving the Proposed Stonebridge North Plat, was approved.

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

Ms. Webster noted that there was a recent Senate bill approved that requires Districts to review their rules of procedure every five years. District Counsel will be reviewing the rules looking for any needed updates or changes that may be recommended and brought back to the Board at a later date. She offered to answer any questions for the Board. There being none, the next item followed.

B. Engineer**1. Consideration of Change Order to Services Agreement #2025-1**

Mr. Wagg presented a change order for services rendered outside of the Fiscal Year 2025 budget and summarized the reason for the change order amount totaling \$7,500. Board discussion followed insuring that the current budget allotted for engineering services is sufficient barring any unforeseen natural disasters. Mr. Wagg noted that the budget is healthy as far as he is considered and he will continue to closely monitor spending giving quarterly updates on the budget.

On MOTION by Mr. Fore, seconded by Mr. Sabanosh, with all in favor, the Change Order to Services Agreement #2025-02, was approved.

Mr. Wagg reported on roadway depression on Abbey Road along with an open task from a resident who has seen some flooding from the construction to the North of them which are some open items he will be working on. He also reported on pond erosion and is seeking vendors for repairs to bring back proposals to the next meeting. The Board had no questions for Mr. Wagg and the next item followed.

C. Field Manager's Report

Mr. Bailey presented the Field Manager's Report that was provided in the agenda for review. Board direction was given to put a gate into the area where fence was to be removed. Mr. Bailey will look into pricing for that. Board discussion followed about concern for a tree in the wetlands. Mr. Bailey will contact the landscaper and SWFWMD to see if anything can be done but due to the angle of the tree, Mr. Bailey is not too concerned about it doing any damage if it were to fall.

Board discussion followed about TruGreen and terminating the contract with them due to not getting services as promised. Lengthy landscape discussion followed about different issues. Which led to a request to go out for a formal RFP for landscaping services to see what other options the District has for a landscaping vendor.

On MOTION by Mr. Fore, seconded by Mr. White, with all in favor, Authorizing Staff to Begin the Formal RFP Process for Landscaping Services, was approved.

Mr. Fore asked for the record to reflect that there is a section of street that was slated for streetlights but never received them. He is wanting to ensure that there will be streetlights in the area of Bellington to Clifton Downs. Mr. Fore also asked about plans for tracks of P1 and P2 of that phase.

D. Discussion Regarding Capital Project Plans

Mr. McGrath noted this item will be tabled until the next meeting.

TENTH ORDER OF BUSINESS

Other Business

Mr. McGrath asked for any other business to be discussed at this time. There was none and the next item followed.

ELEVENTH ORDER OF BUSINESS

Business Administration

A. Approval of Check Register

Mr. McGrath presented the check register and asked for any questions or comments.

B. Balance Sheet & Income Statement

The balance sheet and income statement were presented and provided in the agenda package for review.

C. Special Assessment Receipt Schedule

The special assessment receipt schedule was presented in the agenda package for review. There were no questions and there was a motion to approve all financial reports.

On MOTION by Mr. Fore, seconded by Mr. Sabanosh, with all in favor, the Check Register and Financial Reports, were approved.
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TWELFTH ORDER OF BUSINESS

Supervisors' Requests and Audience Comments

Mr. McGrath asked if any members of the public in person could make comments to the Board now.

Resident (Eric Ramirez, 7001 Abbey Wood Lane) asked about a text messaging for residents and asked for food trucks to be advertised. Lengthy discussion followed about food trucks and schedules and Board direction was to be sure they are parking in the same spot of gravel when they do have them.

For the record, Mr. Sabanosh wanted it to be clear that he is talking to Allen about pond and aquatic rehabilitation.

THIRTEENTH ORDER OF BUSINESS

**Next Regularly Scheduled Board Meeting
is Wednesday, November 5, 2025 at 11:30
a.m. at Microtel Inn & Suites by
Wyndham Zephyrhills**

Mr. McGrath stated that the next meeting will be held on November 5, 2025 at 11:30 a.m.
If there is not enough participation available for a quorum the meeting will need to be canceled.

FOURTEENTH ORDER OF BUSINESS

Adjournment

Mr. McGrath asked for a motion of adjournment.

On MOTION by Mr. Fore, seconded by Mr. Sabanosh, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION C

SECTION 1

Chapel Creek CDD

Field Management Report



November 5th, 2025

Allen Bailey

Field Manager

GMS

Complete

Street Signs



✚ One of the crosswalk signs has been replaced on Clifton Down Drive.

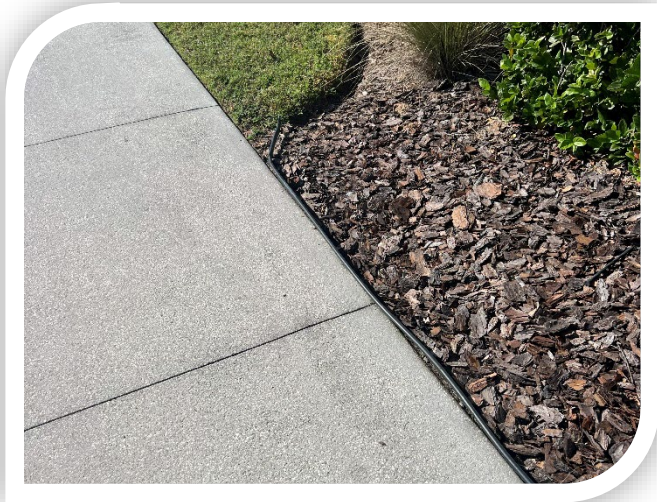
Playground Fence



✚ The main fence along Clifton Down needed a section removed to allow the landscaper to cut the district common area.

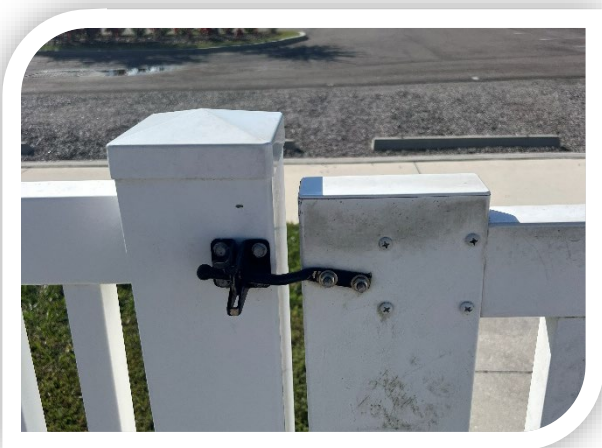
Complete

Plant Bed Barrier



✚ The plant bed barrier at the front of the freestanding restrooms has been fixed

Dog Park Latch



✚ The main dog park gate has a new latch

Complete

Playground Latch



- ✚ The playground latch was found pulled from the gate.
- ✚ The latch has been reattached.

Benches



- ✚ The approved benches have been installed.

Review

Landscape



+ Amenity landscape is doing well.

+ The landscape on Hidden Creek is healthy as we move into cooler weather.

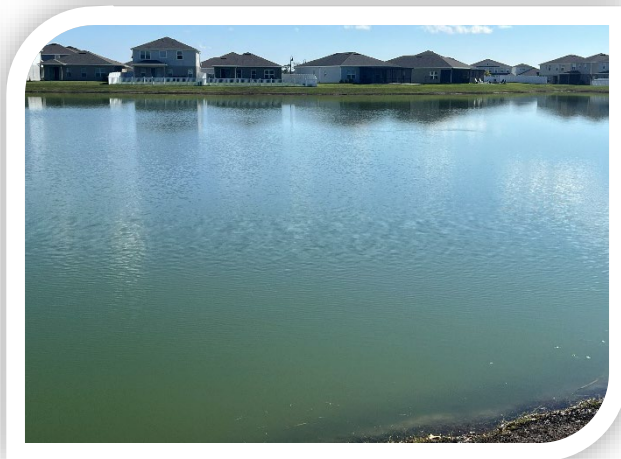


Review

Ponds



✚ The ponds are looking better and we expect to see more improvement as we move into cooler weather.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-460-4424, or by email at abailey@gmscfl.com. Thank you.

Respectfully,
Allen Bailey

SECTION 2

PROPOSAL

ASP of Wesley Chapel
30021 Southwell Lane
Wesley Chapel, FL 33543
(813) 722-1665
wesleychapel@asppoolco.com
www.asppoolco.com



Service Address

Stonebridge Chapel Creek CDD
6405 Clifton Down Drive
Zephyrhills, FL. 33541
(248) 832-1386
invoices@gmscfl.com

PROPOSAL#	DATE	TOTAL
PR-WES-0003019	10/23/2025	\$7,980.00

This Proposal Expires on 11/30/2025

REPAIR CODE	DESCRIPTION	QTY	RATE	AMOUNT
	Service: Service - Other Frequency: One Time	1.00	\$7,980.00	\$7,980.00

ADDITIONAL NOTES	Subtotal	\$7,980.00
	Sales Tax	\$0.00
White 12V LED pool light replacements - (4 lights)	Proposal Total	\$7,980.00

SERVICE AGREEMENT

I grant permission for America's Swimming Pool Co. to access my property and agree to the full Terms of Service and [Privacy Policy](#)

Client Approval

Owner Signature :

Owner Name:

SECTION 3



sales@daniellefence.net

Location & Mailing Address: 4855 S.R. 60 W Mulberry, FL 33860

Phone: 863.425.3182 • 813.681.6181

www.DanielleFence.com



Sales Rep: Andrew Stone		Estimate #: 1971	Date: 10/27/2025
Name: Chapel Creek CDD			
Jobsite Address: Suite 101 3020 south Florida Ave			
City, State, Zip: Lakeland, FL 33803			
Billing Address (City, State, Zip): Suite 101 3020 south Florida Ave, Lakeland, FL 33803			
Primary Email: abailey@gmscfl.com		Secondary Email:	
Primary Phone: 407-460-4424		Work Phone:	
Mobile Phone:		Secondary Mobile Phone:	

Project Description: ☒ Fence ☐ Kitchen ☐ Pavers ☐ Pergola ☐ Other: _____			TOTAL \$
\$\$\$ SPOOKY SAVINGS FLASH SALE \$\$\$			\$2,059.00
INSTALL 1 NEW - 72" X 100" WHITE LAKE LAND DOUBLE DRIVE GATE			
TAKE DOWN & REINSTALL EXISTING 16' OF 72" WHITE LAKE LAND (R)			
THIS SPECIAL SALES EXPIRES 10/31/25			
SUB TOTAL:			\$2,059.00
Project Options:	Approve	Decline	Amount
Quoted Leadtime: 2-4 weeks after HOA and Permit approval Deposit: \$515.00			OPTIONS TOTAL: \$0.00
☒ Cash/Check	(ALL DEBIT/ CREDIT CARD TRANSACTIONS WILL BE CHARGED AN ADDITIONAL 3% CONVENIENCE CHARGE ON TOTAL VALUE OF CONTRACT)		PROJECT TOTAL: \$2,059.00
☐ Credit Card/Debit Card			
DEPOSIT:			\$515.00
• BALANCE DUE DOES NOT INCLUDE ANY DEBIT/ CREDIT CARD FEES THAT MAY BE CHARGED			*BALANCE DUE: \$1,544.00

Notes:

Quote valid for 30 days or next material price increase. Client will remove any plants/debris to provide 36" of clear work area prior to installation crew arrival. No survey at time of quote. Will not match existing fence.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-CONTRACTORS OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS. THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT. EVEN IF YOU HAVE PAID YOUR CONTRACT IN FULL IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY TO PROTECT YOURSELF. YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT, WHENEVER A SPECIFIC PROBLEM ARISES YOU CONSULT AN ATTORNEY.

We hereby propose to furnish labor and materials completely in accordance with the above specifications for the sum of: Total price (includes tax) **\$2,059.00 (ALL DEBIT/CREDIT CARD TRANSACTIONS WILL BE CHARGED AN ADDITIONAL 3% PROCESSING FEE ON THE TOTAL VALUE OF CONTRACT)** When permit is required, permit fees and a \$35 service fee will be added to contracted price listed above.

Danielle Fence authorized representative Andrew Stone Name(printed) Andrew Stone

ACCEPTANCE OF PROPOSAL/CONTRACT

The above prices, specifications and conditions are hereby ACCEPTED. See back for contract terms and conditions.

Home Owner or Authorized Representative: _____ **Date:** _____



sales@daniellefence.net

Location & Mailing Address: 4855 S.R. 60 W Mulberry, FL 33860

S.R. 60 W Mulberry, FL 33860

Phone: 863.425.3182 • 813.681.6181

www.DanielleFence.com

Sales Rep: Andrew Stone

Estimate #: 1971

Date: 10/27/2025

Name: Chapel Creek CDD

Jobsite Address: Suite 101 3020 south Florida Ave

City, State, Zip: Lakeland, FL 33803

Billing Address (City, State, Zip): Suite 101 3020 south Florida Ave, Lakeland, FL 33803

Primary Email: abailey@gmscfl.com

Secondary Email:

Primary Phone: 407-460-4424

Work Phone:

Mobile Phone:

Secondary Mobile Phone:

Subdivision: Stone Bridge

Cross Street: Abbeywood Lane

Contact: Allen Bailey

KEYS & NOTES

YES NO

CONCRETE

☒ ☐

MULTIPLE FENCE STYLES

☐ ☒

SEPTIC/DRAINFIELD

☐ ☒

POOL - OPEN

☐ ☒

POOL - SCREENED

☐ ☒

CORNER LOT

☐ ☒

TEAR DOWN

☒ ☐

FOOTAGE

☐ PVC

☐ Aluminum

☐ Wood

☐ Chainlink

APPROVALS

YES NO

PRIVATE UTILITIES

☐ ☒

PERMIT REQUIRED

☐ ☒

NOC REQ'D

(OVER \$2,500)

☐ ☒

HOA OR POA

☒ ☐

DANIELLE

☐ ☒

HOMEOWNER

☐ ☒

Begin without Approval

☐ ☒

Wait for Approval

☒ ☐

Materials:

\$\$\$ SPOOKY SAVINGS FLASH SALE \$\$\$

INSTALL 1 NEW - 72" X 100" WHITE LAKELAND DOUBLE DRIVE GATE

TAKE DOWN & REINSTALL EXISTING 16' OF 72" WHITE LAKELAND (R)

THIS SPECIAL SALES EXPIRES 10/31/25

Project Options:

Notes:

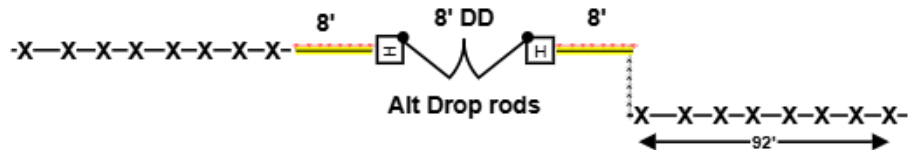
Quote valid for 30 days or next material price increase. Client will remove any plants/debris to provide 36" of clear work area prior to installation crew arrival. No survey at time of quote. Will not match existing fence.



 72" PVC fence

 Take down and reinstall PVC fence

 8' DD



I hereby acknowledge that the above layout is approved for installation. Purchaser agrees to uncover and mark all underground lines and piping, including but not limited to property pins, conduit, private electrical, television, or data lines, water piping, septic piping or systems, and sprinkler systems. Purchaser agrees to pay Company the additional sum of Three Hundred and fifty and no/100 dollars (\$350.00) for its mobilization costs in the event that Purchaser changes any of the following:

1. Changes to the Layout of time of installation where installers would need to leave premises and return.

2. Upon arrival of installation crew, job site is not ready for installation;

3. Upon arrival of installation crew, home owner has not obtained permissions and concessions on address referenced above. Customer will be invoiced for additional footage or items requested that were not part of the original contract. Purchaser is not liable for installation delays due to Acts of God.

4. Installation is cancelled or postponed due any of the above mentioned items or the client has not obtained homeowners association approval prior to installation resulting in installation interruption.

5. Fee is in addition to the cancellation terms and conditions.

6. If no survey is available at the time an estimate is provided the contracted linear footage and contract value is subject to change either upon receipt of a current survey or at the time of installation based on actual footage installed.

Home Owner or Authorized Representative:

Date:

Danielle Fence Manufacturing Co. - Sales & Installation Contract

DEFINITIONS

1. Company - Danielle Fence Manufacturing Company.
2. Purchaser - The person or entity executing this Contract.
3. Contract - This document, including attachments, when executed by the Company and the Purchaser.
4. Site - The address[es] where product is to be installed.
5. Installation - The sale, delivery and placement of Product on the Site by the Company.
6. Layout - Any portion of the Contract indicating the installation location and dimensions of the product[s] to be installed.
7. Product - All goods identified to this Contract and sold by the Company to Purchaser.
8. Sale - Over-the-counter sale of Product to any person or entity without agreement by the Company for Product installation.
9. Total Price - Unless otherwise indicated on the Contract, Total Price is the estimated price of the Sale or Installation of Product by the Company including taxes. The cost of Product is based upon estimates of the amount of Product required to fulfill the Contract. Purchaser will be invoiced or credited for any increase or decrease in the materials, no credit will be issued for waste or non-standard materials required for the company's full performance.

TERMS

1. This Contract will be in full force and effect upon execution by Company and Purchaser and Purchaser's payment of the required deposit.
2. The Company will perform all Installations in a workmanlike manner and in accordance with standard practices in the industry.
3. Purchaser will obtain any permission and concession necessary for Installation, including but not limited to those required by any homeowner's association. Purchaser's Initials
4. Permit fees are not included in contract pricing. Purchaser will be invoiced for any permit fees that are applicable. Any contracts that are not installed within 30 days of the original quote are subject to review for material cost increases.
5. Upon execution of this Contract all Product ordered herein shall be deemed accepted by the Purchaser, without right of rejection or revocation. Cancellation of Contract by Purchaser will result in forfeiture of all deposits paid.
6. All terms of the Contract are incorporated in the Contract and Purchaser has not been induced by any promises, explicit or implicit which are not contained therein.
7. Installation scheduling will take place upon receipt of Purchaser's plot plan (survey) or signed waiver thereof. The Company will verify by telephone the date and approximate time when the company will arrive at the Site for Installation. Purchaser will prepare the Site by ensuring that the fence line and property pins are marked at that date and time.
8. Purchaser agrees to pay Company the sum of Three Hundred and Fifty and no/100 Dollars (\$350.00) for its mobilization costs in the event that Purchaser changes any terms of this Contract; changes the Layout; upon arrival of installation crew, job site is not ready for Installation; does not prepare the Site for Installation; or does not obtain permissions and concessions referenced above. Customer will be invoiced for additional footage or items requested that were not part of the original contract. Purchaser is not liable for Installation delays due to Acts of God.
9. Purchaser waives and the Company disclaims all warranties of fitness for a particular purpose and merchantability.
10. Purchaser may not transfer or assign this Contract to any person or entity.
11. All proprietary rights and interest in this Sales & Installation Contract shall be vested in the Company, and all other rights including but without limitation, patent, registered design, copyright, trademark, service mark, connected with this Contract shall also be vested in the Company.

PERFORMANCE

1. Performance by the Company shall be complete upon either the Sale or Installation of Product.
2. Performance by the Purchaser shall be complete upon payment of the Total Price at the time of Sale or Installation.

PAYMENT

1. Purchaser will pay Company the outstanding balance of the Total Price at the time of Sale or Installation by Visa, Mastercard, American Express, Discover, cash, pre-approved personal check, cashier's check or money order by hand or US Mail to 4855 S.R. 60 W, Mulberry, Florida 33860. In the event that Purchaser does not pay the Total Price at the time of Sale or Installation it will pay interest on that amount at the rate of one-and-one-half percent per month (1.5% month).
2. The Company does not extend credit to any Purchaser.
3. Purchaser will have no title or right to possession of any Product provided by the Company until Purchaser pays the Total Price in full. Company retains all liens, including purchase money liens, on all Products until such time as Total Price has been paid.

MISCELLANEOUS

1. Non-liability - The Company does not guarantee or warrant Products which it does not install. By executing this Contract, the Purchaser waives any rights which it may have, now or in the future against the Company, its agents or suppliers for Product which fails after the Sale.
2. Underground facilities - Purchaser's Initials
 - (a) Purchaser will notify Contractor of all underground lines or piping on the Site.
 - (b) Purchaser will uncover and mark all underground lines and piping, including but not limited to conduit, private electrical or television lines, water piping, drain fields, sprinkler systems and septic systems.
 - (c) Purchaser will indemnify and hold the Company harmless for damage to underground cables, pipes, drain fields, septic systems, structures or other underground facilities located on the Site, whether owned by Purchaser or another, if damaged by Company in the course of performance of this contract.
 - (d) If the installation requires drilling through existing concrete or brick pavers, Company is not responsible for cracking or breakage.
3. Costs and Attorney's Fees - If Purchaser breaches the Contract the Company may remedy that breach using any remedies available under the laws of the State of Florida. In any action brought by the Company in connection with this Contract it will be entitled to recover from the Purchaser, all costs, including attorneys' fees, at the pre-trial, trial, post-trial and appellate levels.
4. Right of Repossession - In the event that Purchaser defaults in the payment of the Total Price for greater than ninety (90) days, the Company may, at its own election and without notice to Purchaser, reenter Purchaser's property and repossess all products provided under this Contract. Upon repossession, the Company will be entitled to all outstanding amounts and the costs of repossession, including labor and materials, attorneys' fees and pre- and Post-judgment interest at the highest rate permitted by Florida law.
5. Choice of Law - This Contract shall be governed by the laws of the State of Florida and the Courts of Polk County Florida shall have exclusive jurisdiction for the determination of all disputes arising thereunder.
6. Void or Voidable Provisions - This Contract shall remain in full force and effect if any provision herein is found to be void or voidable and in this instance the Contract shall be interpreted as though that provision were not incorporated herein.
7. Vinyl fence height listed on the contract includes two inches of ground clearance.

Purchaser Acknowledgment: _____

Date: _____



I, Chapel Creek CDD request "fence" to be installed on my property
at 6405 Clifton Down Dr., and assume all responsibility for its placement, including
which way the fence will face (i.e. finished side in or finished side out).

Danielle Fence Mfg. Co., Inc. is not liable for the location and/or placement of this fence for one or
more of the following reasons (please check and initial all that apply):

☐ No copies of a "current" Survey with a seal is available. If a copy is not made available the fence will be
installed as per signed contract layout drawing. Customer assumes **total** responsibility of cost if take down
and relocation is required.

☐ Customer wants fence with finished side facing in.

☐ Customer wants fence placed in a wetland or easement area.

☐ Customer is aware fence is all or partially off property.

☐ Customer selected a fence style that does not meet pool code.

☐ Customer has not received HOA approval and accepts full responsibility for installation of the fence and
any cost of relocation of the fence.

☐ Order materials and begin fabrication prior to approval with the full understanding
homeowner is responsible for all costs incurred.

☐ Do not order materials or start fabrication until HOA is approved, understanding that the quoted lead-
time starts when we receive the written HOA Approval.

Additional comments or notes:

Signature: _____

Date: _____



Should you decide to have Danielle Fence Manufacturing install your fence, let us give you some helpful information on what is required and what to expect.

- ☐ Before proceeding with installation plans, we recommend you make yourself aware of the restrictions that may apply in your subdivision, city or county. What fence height is acceptable? What style, color or quality is acceptable? Are there any easements, wetlands or other restrictions that we should be aware of before installation? Upon request, Danielle Fence Manufacturing can assist the homeowner with filling out and submitting necessary paperwork for their Homeowners Association's approval.
- ☐ When considering whether a wood fence's finished side will face in or out, if the fence is to be located near an existing neighbor's fence, run alongside a hedge row or near any immovable structure, we must have 36" clearance between the finished side and any of these obstructions. PVC fence does not require this clearance, however, there should be adequate room in which to work.
- ☐ Is the proposed fence line clear? Are there any bushes, trees or roots to work around?
- ☐ How much clearance is acceptable between the bottom of your fence and the ground?
- ☐ Are there small animals? Do you need clearance for trimming grass? Depending on the terrain, it may not be possible to keep the clearance between the fence and the ground consistent?
- ☐ If there is a swimming pool, what gate hardware is required? Can the gate swing out according to code requirements? Will there be a swimming pool in the future?
- ☐ A 25% deposit, along with a signed copy of the contract on standard stock items will get your order processed and into our installation schedule. On non-standard items or custom orders we will require a 50% deposit to process your order. You may pay by cash, check, Visa, MasterCard, American Express or Discover. Your order will be processed only when both the deposit and the signed copy of the contract are received, even if we have a deposit and a verbal okay to proceed. The balance is due on the day of installation.
- ☐ Danielle Fence also requires a copy of your property survey/plot plan and the property pins located to insure the fence is placed on your property. If the property pins are not located, the homeowner must sign a release accepting responsibility for the fence location. It is customary for the fence to run 4 to 6 inches inside the property line.
- ☐ Danielle Fence takes responsibility for public utility locating. Danielle Fence will order a utility locator to mark electrical lines, cable TV lines, phone lines and gas lines. The utility locate company will not locate sprinkler, water lines, sewer lines or any lines that the property owner may have installed such as a gas line for a pool heater or electric line for a pool or water-well pump. In light of this, Danielle Fence will not assume any responsibility for damages to any underground items that may be damaged during installation.
- ☐ Once the utility locate has been ordered, you may or may not see flags/spray painted markings indicating underground utility lines. If you do and they are in conflict with the proposed fence line, please call us right away. FL State Law PROHIBITS any digging within 24 inches of public utility markers.
- ☐ Your installation date will be set the week prior to the week of your installation. Typically, that means you will be contacted late in the week confirming your installation for the following week. We ask that you're present for as much of the installation as possible, especially the first hour, to insure the installation foreman can go over the layout, which way the gates swing, their exact location and any other details that need attention. Any changes to the contract must be done in advance of the installation day and must be signed for approval.

Should you have any questions, please feel free to call and speak to any of our representatives. These items are just some of the items needed prior to purchasing a fence. For terms and conditions see your contract.

I have read and understand the above _____

Print name _____





BGM LAKELAND®

Vinyl Fence



Shown with optional New England Post Caps



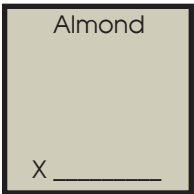
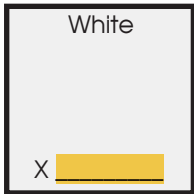
BGM Lakeland with 5' Walk Gate



Shown with optional Lattice Filler



VINYL COLOR OPTIONS:



*Upon signing Product Information Page, customer is aware of actual color of the fence and accepts the color provided by Danielle Fence.

BGM LAKELAND® VINYL FENCE

Available in 48", 60" and 72" Height

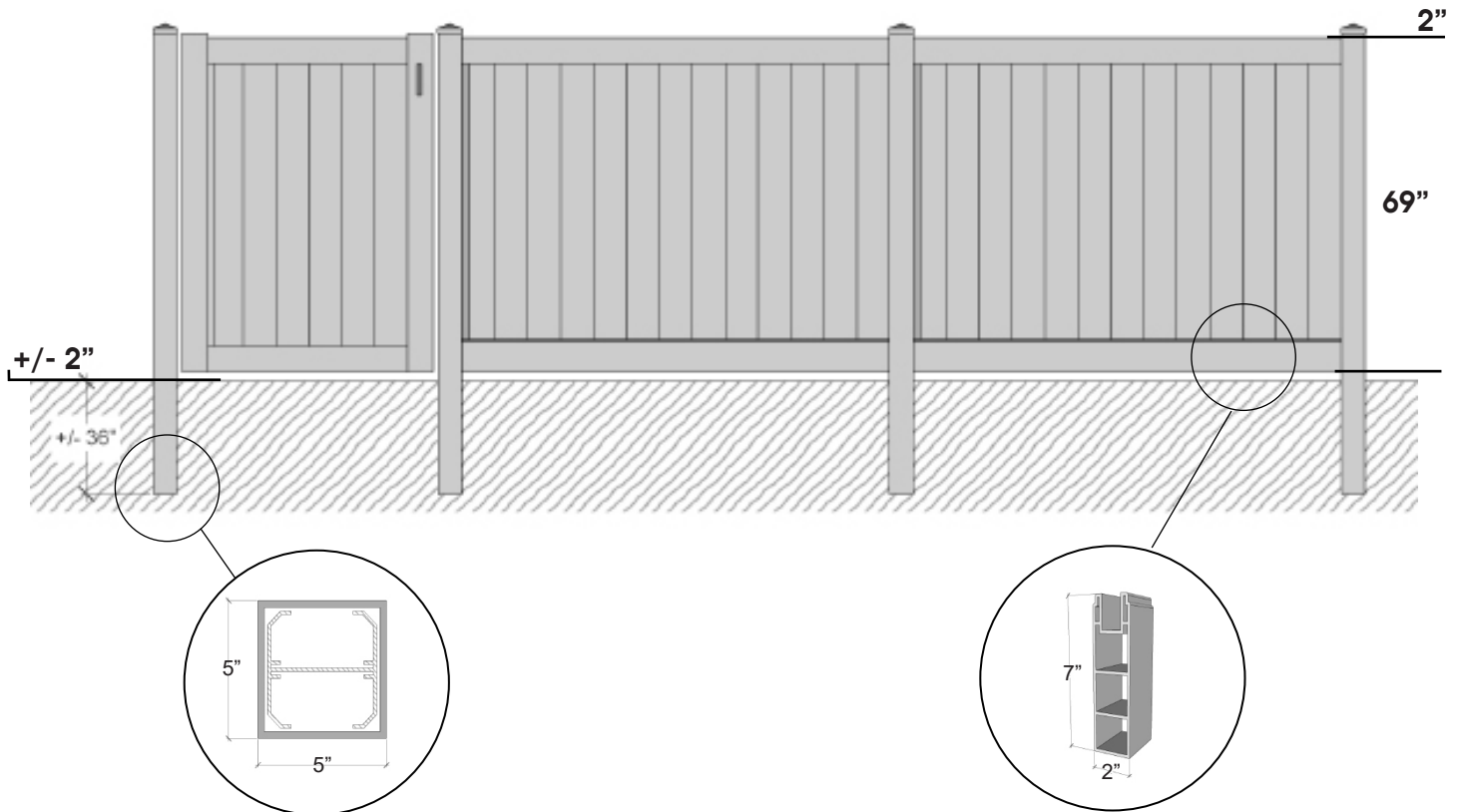
(Measurements listed are to the top of post)

Fence is constructed from the following materials:

- 2" x 7" ribbed heavy wall bottom rail
- 1½" x 5½" ribbed top rail
- Thirteen, ⅞" x 7" vertical ribbed tongue & groove pickets per section
- One, 1" x 1½" u-channel
- 5" x 5" x .135" posts on 96" centers
- Posts installed 36" in ground
- 5" traditional post caps
- Aluminum reinforced gate hinge post
- 48" or shorter heights do not meet pool code
- 48" x 50" gates or smaller are all .280" posts with no insert

Example: 72" Fence

- Rail to Rail is 69"
- Plus 2" to the top of the post
- +/- 2" of spacing at the bottom of the fence



Proudly Made in the USA

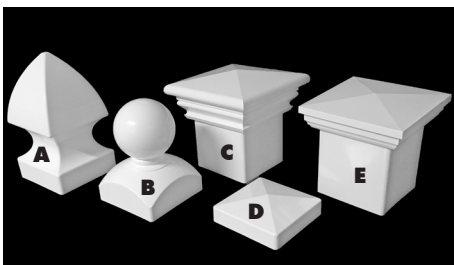
10 year prorated warranty*

X

(Customer Signature)

*See contract for terms & conditions. Visit www.daniellefence.com to view warranty details.

POST CAP OPTIONS:



A. Gothic Cap B. Ball Cap
C. Federation Cap D. Traditional Cap
E. New England Cap



www.DanielleFence.com

863.425.3182 | 813.681.6181

4855 SR 60W | Mulberry, FL 33860

01282021

Est. 1976

Danielle
Fence & Outdoor Living

VINYL WALK GATES

WHITE

4' WALK GATE

Actual Width 50"

View from Outside of Fence



Hinge location dictates gate swing
Gate pictured swings in

View from Inside of Fence



50" Actual Width

Standard Gate Installation:

- Two, Butterfly Hinges
- One, Steel Contemporary Latch
- One, Gate Handle per opening

5' WALK GATE

Actual Width 64"

View from Outside of Fence



Hinge location dictates gate swing
Gate pictured swings in

View from Inside of Fence



64" Actual Width

Standard Gate Installation:

- Three, Butterfly Hinges
- One, Steel Contemporary Latch
- One, Gate Handle per opening
- One, Aluminum Brace (white) - for added support, viewed from inside of fence

6' WALK GATE

Actual Width 71"

View from Outside of Fence



Hinge location dictates gate swing
Gate pictured swings in

View from Inside of Fence



71" Actual Width

Standard Gate Installation:

- Three, Butterfly Hinges
- One, Steel Contemporary Latch
- One, Gate Handle per opening
- Double Aluminum Brace (white) - for added support, viewed from inside of fence

GATE HARDWARE OPTIONS



Steel Contemporary Latch
w/Handle (standard)



Keystone Traverse 500 Latch
(optional)



Steel Butterfly Hinge
(standard)



Horizontally Adjustable
Hinge (optional)

Steel Drop Rod
(standard on
Double Drive
Gates)



Est. 1976

Danielle
Fence & Outdoor Living

VINYL DOUBLE DRIVE GATES

WHITE

8' DOUBLE DRIVE GATE

Actual Width 100"

View from Outside of Fence



Hinge location dictates gate swing
Gate pictured swings out

View from Inside of Fence



100" Actual Width

Standard Gate Installation:

- Two, Butterfly Hinges per Gate Leaf
- One, Steel Contemporary Latch
- One, Gate Handle per opening
- Two, Alternating Drop Rods - one per Gate Leaf

10' DOUBLE DRIVE GATE

Actual Width 128"

View from Outside of Fence



Hinge location dictates gate swing
Gate pictured swings out

View from Inside of Fence



128" Actual Width

Standard Gate Installation:

- Three, Butterfly Hinges per Gate Leaf
- One, Steel Contemporary Latch
- One, Gate Handle per opening
- One, Aluminum Brace (white) on each Gate Leaf - for added support, viewed from inside of fence
- Two, Alternating Drop Rods - one per Gate Leaf

12' DOUBLE DRIVE GATE

Actual Width 142"

View from Outside of Fence



Hinge location dictates gate swing
Gate pictured swings out

View from Inside of Fence



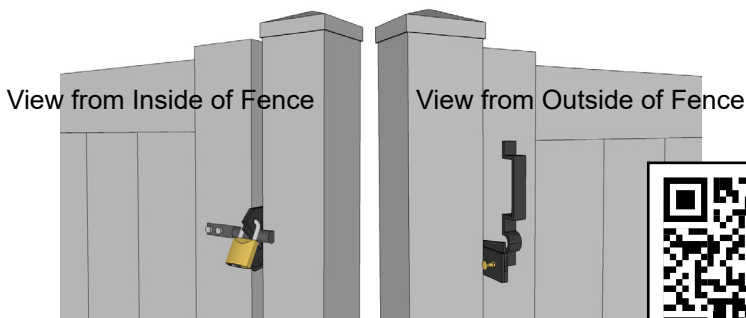
142" Actual Width

Standard Gate Installation:

- Three, Butterfly Hinges per Gate Leaf
- One, Steel Contemporary Latch
- One, Gate Handle per opening
- Double Aluminum Brace (white) on each Gate Leaf - for added support, viewed from inside of fence
- Two, Alternating Drop Rods - one per Gate Leaf

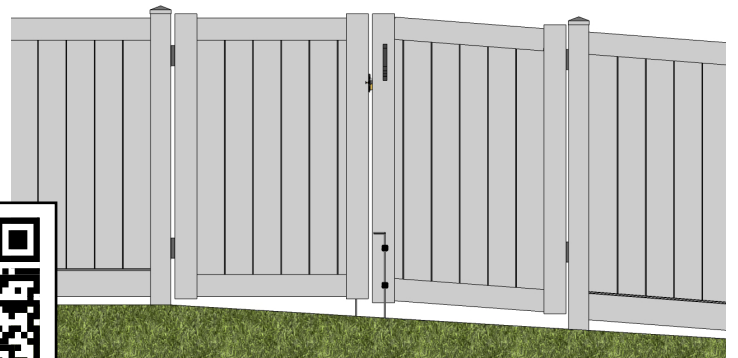
STEEL CONTEMPORARY LATCH INSTALLATION

Example of latch placement when gate swings out.



Shown with standard padlock (not included)

OPTIONAL CUSTOM DOUBLE DRIVE ANGLED GATE



Double Drive Gate installed on grade slope, 1 leaf will not swing up hill, ground must be leveled off otherwise a large gap under gate will exist

863.425.3182 • 813.681.6181

4855 State Road 60 West - Mulberry, FL 33860 • www.DanielleFence.com • sales@daniellefence.net

05262025

SECTION 4



886 Packinghouse Rd
Sarasota, FL 34232
(941) 342-8980 / (941) 504-1222
flm@floridalightingmaintenance.com

Estimate

ESTIMATE#	6141
DATE	08/11/2025
PO#	

CUSTOMER
GMS - Central Florida 219 E. Livingston St Orlando Florida 32801 (407) 460-4424

SERVICE LOCATION
GMS - Central Florida 6405 Clifton Down Dr Zephyrhills Florida 33541 (407) 460-4424

DESCRIPTION	Turnkey projects This is a turnkey project. Equipment, Labor, and Materials are provided by FLM-Go LLC. If engineering and permits are required, they are also included and listed as a line item in this proposal. Project scope: Increase light levels at monument sign and pillars for neighborhood entrance
	Ground work Tap existing lighting circuit feeding existing ground floods, trench run conduit and wire to new ground flood location at corner of pillar/sign for both entry and exit sides F/I PVC ground box x2 F/I (2) high power LED selectable floods (100-150W) with trunnion mount Direct floods to illuminate pillar and signage

Estimate

Description	Qty	Rate	Total
Labor and Material	1.00	1,943.00	1,943.00

CUSTOMER MESSAGE

Manufacturers warranty on new fixtures

Note #1: 50% deposit required to obtain materials and schedule work to be completed.

Note #2: Quote assumes existing circuits/controls are in working order during this project. Restoring circuits/controls will be T and M. Additionally, if any existing code violations are discovered FLM will provide a cost to rectify before proceeding with the current scope of work.

Note #3: Work is to be completed M-F from 7am-5pm. Work outside of these hours can be accommodated for additional fees. FLM will need access to electrical panels/controls, and space to maneuver equipment associated with this project.

Note #4: FLM will work to minimize disruption and will maintain clean workspace during installation.

Note #5: Includes: labor, materials, EPA required recycling/disposal, disposal of all project related waste, equipment as needed.

Note #6: Excludes: trenching in abnormal soil conditions, any work not listed in scope.

Note #7: Change orders, service requests, etc. during project must be communicated via email.

Approval

Signature: _____

Printed Name of

Approver: _____

Estimate Total:**\$1,943.00**

LED Flood Light

3-Wattages + 3-CCT (30/40/50K), Wet Rated, 140 lm/W, Dimmable + Smart

FEATURES

Lumen Output	2100 to 19500 lumens
Efficacy	140 lm/W
Input Voltage	120-277V
Dimmable	0-10V Continuous
CCT	Select (3000K, 4000K, 5000K)
Rating	Wet Location
Warranty	5 Years

APPLICATIONS

Premium outdoor luminaire suitable for building exteriors, billboards, accent lighting, pedestrian walkways. Higher wattage luminaires suitable for parking areas and industrial yards.

CONSTRUCTION

Manufactured for weather-proof durability using solid heavy duty die cast aluminum housing with anti-UV polyester coating to resist water, salt, corrosion, discoloration, and scratching. Wet Location rated.

ELECTRICAL

Input voltages 120-277V with 0-10V Continuous Dimming. Tunable 3-CCT (3000K, 4000K, 5000K) and Tunable 3-Wattage. Operating temperatures -40°F to 113°F (-40°C to 45°C). Includes 1 foot (35W Max Models) and 1.6 foot (80W Max) wiring cables.

MOUNTING

Adjustable Knuckle Mount, Trunnion Mount, and Yoke Mount available. Slip-Fit Mount also available for 80W Max models.

OPTICS

Anti-UV Clear Polycarbonate Lens with NEMA 7HX6V beam angle standard.

CONTROLS

Installed integrated Photocell Sensor available.

LISTINGS

DLC Premium listed. UL certified to meet US and Canadian standards. FCC and RoHS compliant.

WARRANTY

5 year exclusive limited warranty.

Project:
Date:
Catalog No:
Prepared By:

Tunable 35W Max, 80W Max, and 150W Max Model



Knuckle Mount



Trunnion Mount



Yoke Mount

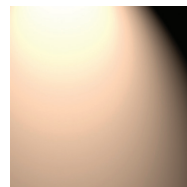


Slip Fit Mount



TUNABLE CORRELATED COLOR TEMPERATURES (CCT)

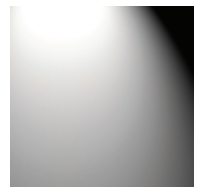
3000K



4000K



5000K



SPECIFICATIONS

ENERGY DATA

Input Voltage: 120-277V
Input Frequency: 50/60 Hz
Wattage: 3-Wattages (35W Max, 80W Max, 150W Max)
Power Factor: >0.9
Total Harmonic Distortion (THD): <15%
Operating Temperature: -4°F to 113°F (-20°C to 45°C)

LIGHTING DATA

Lumens: 2100 to 19500
Lumens Per Watt: 140 lm/W
Correlated Color Temperature (CCT): 3-CCT (30K, 40K, 50K)
Dimmable: 0-10V
Color Rendering Index (CRI): >80
L70: 50000 hours

ORDERING INFORMATION

Model	Wattage	Voltage	Current	Lumens	Efficacy	CCT	Dimming	Color	Dimensions
ETH-TFD-35/20/15W-H-TCP(XX)-Y	(15W 20W 35W)	120-277V	0.14A@120V, 0.06A@277V 0.18A@120V, 0.08A@277V 0.32A@120V, 0.14A@277V	2100 2800 4900	140 lm/W	(3000K, 4000K, 5000K)	0-10V	Bronze	6.93"L x 5.89"W x 2.29"D
ETH-TFD-80/60/35W-H-TCP(XX)-Y	(35W 60W 80W)	120-277V	0.32A@120V, 0.14A@277V 0.55A@120V, 0.24A@277V 0.73A@120V, 0.32A@277V	4900 8400 11200	140 lm/W	(3000K, 4000K, 5000K)	0-10V	Bronze	9.49"L x 7.25"W x 2.84"D
FD06-150/120/100W-H-TX(XX)-Y	(100W 120W 150W)	120-277V	0.92A@120V, 0.40A@277V 1.10A@120V, 0.48A@277V 1.38A@120V, 0.60A@277V	13000 15600 19500	140 lm/W	(3000K, 4000K, 5000K)	0-10V	Bronze	11.85"L x 9.03"W x 3.64"D

Mount		Control	
TFD-KN	Knuckle Mount (Fits: 35W Max model)	PCB	[INSTALLED] Integrated Button Photocell Sensor
TFD-SF	Slip-Fit Mount (Fits: 80W Max model)		
TFD-TR-M	Trunnion Mount (Fits: 80W Max model)		
TFD-Y-S	Yoke Mount (Fits: 35W Max model)		
TFD-Y-M	Yoke Mount (Fits: 80W Max model)		

PHYSICAL DIMENSIONS

35W Max Model

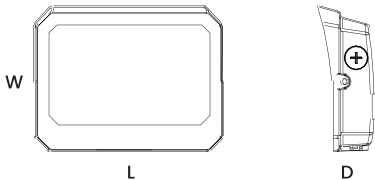
6.93"L x 5.89"W x 2.29"D

80W Max Model

9.49"L x 7.25"W x 2.84"D

150W Max Model

11.85"L x 9.03"W x 3.64"D



SECTION D

SECTION 1

AGREEMENT FOR DISTRICT MANAGEMENT SERVICES

This Agreement (“**Agreement**”) is effective as of 12:01 AM ET on Wednesday, October 1st, 2025 (“**Effective Date**”), by and between:

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida whose mailing address is 4530 Eagle Falls Place, Tampa, Florida 33619 (“**District**”); and

GOVERNMENTAL MANAGEMENT SERVICES-TAMPA LLC A Florida limited liability company, with a mailing address of 4530 Eagle Falls Place, Tampa, Florida 33619 (“**Manager**” or “**GMS-TAMPA**,” together with District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance adopted in Pasco County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District and Governmental Management Services-Central Florida LLC (“**GMS-CF**”), previously entered into an agreement for the provision of district management services, dated November 3, 2020 (“**Original Agreement**”); and

WHEREAS, this Agreement supersedes and replaces, in its entirety, the Original Agreement with **GMS-CF**, which **GMS-TAMPA** acknowledged in its Acknowledgement attached hereto; and

WHEREAS, the District desires to enter into an agreement with Manager to provide district management services all as further set forth in **Exhibit A** attached hereto (“**Services**” or “**District Management Services**”) and Manager has agreed to provide such Services; and

WHEREAS, the District and Manager warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. SCOPE OF SERVICES. Manager agrees to provide the Services as set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

SECTION 3. FEES AND TERMS OF SERVICES; TERM.

A. All Services will be completed on a timely basis in accordance with the District needs and statutory requirements.

B. The District agrees to compensate the Manager in accordance with the Schedule of Fees set forth in **Exhibit B**, attached hereto and incorporated by reference herein. Payment shall be made in equal monthly installments at the beginning of each month and may be amended annually as evidenced by the annual budget ("**Annual Budget**") approved by the Board of Supervisors of the District ("**Board**"). All invoices are due and payable when received.

C. The initial term of this Agreement commences on the Effective Date and continues until September 30, 2026, unless terminated earlier by either Party in accordance with the provisions of this Agreement. Thereafter this Agreement shall automatically renew each Fiscal Year (i.e., October 1 to September 30th of the following year) of the District, unless otherwise terminated by either Party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Annual Budget.

SECTION 4. INDEMNIFICATION.

A. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Manager, the District agrees to indemnify, defend, and hold harmless the Manager and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the grossly negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement.

B. The Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the Manager's failure to perform under this Agreement or at law, or the negligent, reckless, or intentionally wrongful acts or omissions of the Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement.

SECTION 5. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 6. TERMINATION.

A. This Agreement may be terminated as follows: (1) By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or (2) By the Manager or District, for any reason, upon 60 days written notice.

B. Upon any termination of this Agreement: (1) the Manager shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Manager; and (2) the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

SECTION 7. SUCCESSORS; ASSIGNMENT. The rights and obligations of the District as defined by this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. Neither the District nor the Manager may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 8. NOTICES. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt to the Parties as follows:

- | | |
|---------------------------|--|
| A. If to District: | Chapel Creek Community Development District
4530 Eagle Falls Place
Tampa, Florida 33619
Attn: District Manager, Jason Greenwood
JGreenwood@gms-tampa.com |
| With a copy to: | Straley Robin Vericker, P.A.
1510 W. Cleveland Street
Tampa, Florida 33606
Attn: District Counsel, Tracy Robin
trobin@srvlegal.com |
| B. If to Manager: | Governmental Management Services-Tampa LLC
4530 Eagle Falls Place
Tampa, Florida 33619
Attn: District Manager, Jason Greenwood
JGreenwood@gms-tampa.com |
| With copies to: | Governmental Management Services-Tampa LLC |

4530 Eagle Falls Place
Tampa, Florida 33619
Attn: President, Darrin Mossing
DMossing@gmstnn.com

Governmental Management Services-Tampa LLC
4530 Eagle Falls Place
Tampa, Florida 33619
Attn: Chief Operating Officer, Keith Nelson
KNelson@gms-tampa.com

Governmental Management Services-Tampa LLC
699 North Federal Highway, Suite 300
Fort Lauderdale, FL 33304
Attn: Kurt Zimmerman, Registered Agent
kurt@zimmermanlaw.com

SECTION 9. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Pasco County, Florida.

SECTION 10. E-VERIFY REQUIREMENTS. The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Manager shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Manager performing work under this Agreement is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractor. The Manager shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Manager's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 11. SEVERABILITY. In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

SECTION 12. AMENDMENTS. Any amendment or change to this Agreement shall be in writing and executed by all Parties.

SECTION 13. INTENTIONALLY LEFT BLANK.

SECTION 14. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 15. INSURANCE. The Manager shall, at its own expense, maintain insurance during the performance of the Services with limits of liability not less than the following, as shared in **Exhibit C**:

Workers' Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Commercial Crime/Fidelity Insurance	\$1,000,000
Professional Liability Insurance	\$2,000,000
Automobile Liability (if applicable) *	\$1,000,000
<i>Bodily Injury and Property Damage</i>	
<i>Covering owned, non-owned, and hired</i>	
<i>vehicles</i>	

**Automobile liability insurance is required if the Manager will use any vehicles on-site, including owned, non-owned, and hired vehicles.*

Except with respect to Professional Liability and Workers' Compensation insurance policies, the District, its staff, consultants, and supervisors shall be named as additional insured, on a primary non-contributory basis, on each insurance policy described above. The Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

SECTION 16. COMPLIANCE WITH PUBLIC RECORDS LAWS. Manager understands and agrees that all documents of any kind provided to the District in connection with

this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Manager acknowledges that the designated public records custodian for the District is **Richard McGrath** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Manager 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 period 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 the Manager 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 Manager’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 the Manager, the Manager 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 344-4844, INFO@GMS-TAMPA.COM WITH A COPY TO RMCGRATH@GMS-TAMPA.COM, 4530 EAGLE FALLS PLACE, TAMPA, FLORIDA 33619.

SECTION 17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 20. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Manager is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 21. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. If applicable, the Manager agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 22. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Manager acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled Public entity crime; denial or revocation of the right to transact business with public entities;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Manager acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**").

Manager acknowledges that the District may terminate this Agreement if the Manager is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Manager certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Manager shall immediately notify the District. By entering into this Agreement, Manager agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status.

SECTION 23. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Manager certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Manager shall execute an affidavit,

attached hereto as **Exhibit D** and incorporated herein, in compliance with Section 787.06(13), *Florida Statutes*.

SECTION 24. RESPONSIBLE VENDOR DETERMINATION. Manager is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

SECTION 25. CONVICTED VENDOR LIST. Manager hereby certifies that neither Manager nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

SECTION 26. MUNICIPAL ADVISOR STATEMENT. The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

Attest:

**CHAPEL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary
Board Of Supervisors

By: _____

Print: _____

Its: _____

Print Name

Chairperson/Vice Chairperson,
Board of Supervisors

**GOVERNMENTAL MANAGEMENT
SERVICES-TAMPA, LLC**

Witness

By: _____

Print: _____

Print Name of Witness

Its: _____

- Exhibit A:** Scope of Services
- Exhibit B:** Schedule of Fees
- Exhibit C:** Certificate of Insurance
- Exhibit D:** Anti-Human Trafficking Affidavit

ACKNOWLEDGMENT OF GMS-CENTRAL FLORIDA LLC
SIGNATURE PAGE

The undersigned hereby acknowledges that the Prior Agreement is terminated and replaced in its entirety by the execution of the Agreement for District Management Services by and between the Chapel Creek Community Development District and Governmental Management Services-Tampa, LLC. dated the Effective Date thereof (“**Agreement**”). Capitalized terms not otherwise defined herein shall have the meanings as defined in the Agreement.

**GOVERNMENTAL MANAGEMENT
SERVICES-CENTRAL FLORIDA LLC**

_____ By: _____

Witness

Print: Darrin Mossing

Its: President

Date: _____

EXHIBIT A
SCOPE OF SERVICES

**GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING
SERVICES**

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

Meetings, Hearings, Workshops, Etc.

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

Records

- The Manager will maintain “Record of Proceedings” for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida’s public records laws.

District Operations

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District’s public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.
- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.

- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
 - File name and location of the Registered Agent and Office location annually with Department of Community Affairs and the County.
 - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 - Provide the regular meeting schedule of the Board to County.
 - File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
 - File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
 - Transmit Public Facilities Report and related updates to appropriate agencies.
 - Prepare and file annual public depositor report.

Accounting and Reporting

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.

Audits

- The Manager will provide audit support to auditors for the required Annual Audit, and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

Budgeting

- The Manager will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.
- The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

Capital Program Administration

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.

Field Operations Management

- Upon direction by the District's Board of Supervisors and upon mutual agreement of the parties hereto, the Field Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A.
- Create and maintain a fluid monthly report or action item list and present this report at all regularly scheduled Board of Supervisors Meetings.
- Engage and supervise all persons, as needed, necessary to properly maintain and operate the Property; this includes and is not limited to hired service vendors, maintenance staff, contracted vendors, and their subs.
- Purchase tools, equipment, supplies, and materials, ensuring, without qualification or exception, that the District is receiving the benefit and economies of competitive market prices.
- Solicit bids for services and materials and supplies to the District.
- Solicit, analyze, and negotiate informal contracts on behalf of the District, for services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property; all of which Service Contracts shall be subject to prior approval of and be executed by an officer of the District designated by the Board.

- **Contract Management:** Oversee and manage District field contracts for Landscape Maintenance, Aquatic Maintenance, and other service vendors by meeting with, and coordinating with vendors as needed to ensure contractual standards are being satisfied. Deficiency reports will be created when it is prudent to do so to enhance performance.
- **Facility Management:** Perform routine inspections as needed and present areas of potential concern to the District as identified; site visits will be on average twice a month. This is to identify possible maintenance items and ensure contracted contractor supplemental work has been performed satisfactorily. Additionally, to proactively monitor the status of district assets.
- Correspond and communicate with the Board of Supervisors and District Staff to respond to the various needs of the District and Community.
- Provide regular reports to the Board regarding the status of pending and completed activities and operations affecting the District and the Property.

Field Maintenance Services

- At the direction of the Board of Supervisors, District Manager, and/or Field Operations Manager, facilitate and carry out maintenance requests for the Community.
- Include supporting details on the invoices for each maintenance repair assignment, as well as for the Monthly Field Operations Report.
- Perform regular general maintenance services as requested at normal rates. This can be done through a monthly allowance for more rapid and voluminous work or proposals can be provided for individual projects.

FINANCIAL SERVICES

Assessments & Revenue Collection

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners, and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.
- The Manager will issue estoppel letters as needed for property transfers.

- The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

EXHIBIT B
SCHEDULE OF FEES

STANDARD ON-GOING SERVICES (“SERVICES”): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District Management Services.

1. DISTRICT MANAGEMENT SERVICES:

Services Description	Fiscal Year 2026 GMS Fees **
Management, Administrative, and Accounting Services - Annual Fee paid in equal monthly payments (plus reimbursables) - Our Agreement contemplates up to 12 meetings and 1 workshop annually	\$46,350
Annual Assessment Administration (Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector)	\$9,785
Information Technology Fees & Annual Website Maintenance - Annual Fee paid in equal monthly payments (Does not include cost of creation of ADA compliant website, if applicable)	\$1,461
Dissemination Agent Services - Annual Fee for First Bond Issuance paid in equal monthly payments (\$2,500 for each additional series of Bonds)	\$7,210
Field Operations Management - The Field Operations Manager is an onsite part-time position. - Monthly On-Site Inspections and Vendor Coordination. - Annual Fee paid in equal monthly payments.	\$20,600
Amenity Management Access Control Services Annual Fee paid in equal monthly payments	\$10,000
Fiscal Year 2026 GMS Fees	\$95,406

2. OTHER FEES SCHEDULE:

Item	Cost
Agenda Package Hardcopy (if Applicable)	\$2.50 per regular Agenda Mtg.
Copy	\$0.15 / black and white page
Binders, Envelopes, Storage Boxes, and other Office Supplies	Actual Cost
USPS / FedEx / UPS	Actual Cost
Conference Calls	Actual Cost
Offsite Physical Records Storage and Archival	\$50.00 / Month
Additional Services Available:	Cost
Other Services ** - New Bond Issuance Cost (per bond issue) - Refinance Bond Issuance Cost (per bond issue) - Debt Service Assessment Methodology Preparation - SERC Preparation & Assistance w/ Petition - Prepaid Estoppel Letter – One Lot - Prepaid Estoppel Letter – Multiple Lots - Prepaid Estoppel Letter – Partial Payoffs - Annual Construction Accounting Fee (while active) - Request For Proposal Scope Preparation Documents (per RFP request - Landscaping, Irrigation, Aquatic, etc.)	\$25,000 \$15,000 \$20,000 \$5,000 \$100 \$250 \$500 \$2,500 \$3,500
Facility Maintenance and Repair Services. GMS has a comprehensive on-site and insured maintenance service for small to medium-sized projects, which can be provided at the direction of the District Board of Supervisors and/or the District Manager/Field Operations Manager.	\$50.00 / Hour + Pass Through Expenses
Extended or Extra Board Meetings: Any extra meeting(s) or meeting duration exceeding a 3-hour duration may be charged a meeting overage fee.	\$250/hr.

Item	Cost
Additional Services: All other requested items not specifically denoted in Exhibit "B" will be subject to either a flat rate proposal or an hourly rate proposal to the District.	To Be Negotiated
Standard Hourly Rates: - The Hourly rate for the District Manager is \$175/Hour. - The Hourly rate for the District Accountant is \$125/Hour. - The Hourly rate for the Field Supervisor is \$100/Hour. - The Hourly rate for the District Administrative Assistant is \$80/Hour.	As Defined
Out-of-Pocket Reimbursable Expenses - Reimbursable expenses to be itemized on invoicing each month. - Written pre-approval from the District Manager or District must be included for any recruiting or other reimbursable expenses over \$2,000.00 a month.	At GMS Standard Rate or Costs
Public Records Requests: Public Records request will be charged to the person making the request at fees allowable by law. These amounts will be reimbursed to GMS-Tampa by the District at the same rate.	As Defined
** For Fiscal Year 2026, with dates effective October 1st, 2025, through September 30th, 2026, the GMS fees are reflected in the Adopted 2026 Budget.	

EXHIBIT C CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/29/2025																																																																																																																														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																																																																																																																
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																																																																																																																
PRODUCER Zelen Risk Solutions, Inc. 7964 Devoe Street Jacksonville FL 32220	CONTACT NAME: Holly Howe PHONE (A/C No. Ext): (904) 262-8080 FAX (A/C No.): (904) 262-1444 E-MAIL: holly@zelenrisk.com ADDRESS:																																																																																																																															
INSURED Governmental Management Services-Tampa, LLC 1001 Bradford Way Kingston TN 37763	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Northfield Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Hiscox Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: RetailFirst Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Northfield Insurance Company		INSURER B: Hiscox Insurance Company		INSURER C: RetailFirst Insurance Company		INSURER D:		INSURER E:		INSURER F:																																																																																																																	
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LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. </td> </tr> <tr> <td style="width: 15%;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSR LTR</th> <th style="text-align: left;">TYPE OF INSURANCE</th> <th style="text-align: left;">ADDL SUBR INSD WVD</th> <th style="text-align: left;">POLICY NUMBER</th> <th style="text-align: left;">POLICY EFF (MM/DD/YYYY)</th> <th style="text-align: left;">POLICY EXP (MM/DD/YYYY)</th> <th style="text-align: left;">LIMITS</th> </tr> <tr> <td rowspan="5" style="text-align: center; vertical-align: middle;">A</td> <td> ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER: </td> <td></td> <td rowspan="5" style="text-align: center; vertical-align: middle;">WS644121</td> <td rowspan="5" style="text-align: center; vertical-align: middle;">02/27/2025</td> <td rowspan="5" style="text-align: center; vertical-align: middle;">02/27/2026</td> <td>EACH OCCURRENCE \$ 1,000,000</td> </tr> <tr> <td></td> <td>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000</td> </tr> <tr> <td></td> <td>MED EXP (Any one person) \$ 5,000</td> </tr> <tr> <td></td> <td>PERSONAL & ADV INJURY \$ 1,000,000</td> </tr> <tr> <td></td> <td>GENERAL AGGREGATE \$ 2,000,000</td> </tr> <tr> <td></td> <td>PRODUCTS - COMP/OP AGG \$ 2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$</td> </tr> <tr> <td rowspan="5" style="text-align: center; vertical-align: middle;">B</td> <td> AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS </td> <td></td> <td></td> <td></td> <td></td> <td>COMBINED SINGLE LIMIT (Ea accident) \$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>BODILY INJURY (Per person) \$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>BODILY INJURY (Per accident) \$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>PROPERTY DAMAGE (Per accident) \$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$</td> </tr> <tr> <td rowspan="3" style="text-align: center; vertical-align: middle;">C</td> <td> UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ </td> <td></td> <td></td> <td></td> <td></td> <td>EACH OCCURRENCE \$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>AGGREGATE \$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$</td> </tr> <tr> <td rowspan="4" style="text-align: center; vertical-align: middle;">C</td> <td> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 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EXHIBIT D
ANTI-HUMAN TRAFFICKING AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with the Waterford Estates Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, it will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: Governmental Management Services –Tampa, LLC

NAME: Kelly Adams

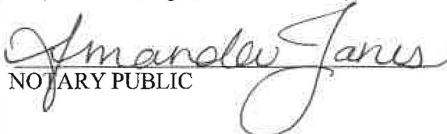
TITLE: Director of Human Resources

SIGNATURE: 

DATE: December 6, 2024

STATE OF ~~FLORIDA~~ Tennessee
COUNTY OF Roane

SWORN TO (or affirmed) and subscribed before me by means of [☒] physical presence or [☐] online notarization, this 6 day of December 2024, by Amanda Jones in his/her capacity as _____ for _____ (name of Nongovernmental Entity).


NOTARY PUBLIC

☒ Personally Known OR
☐ Produced Identification

Type of Identification Produced

SECTION V

SECTION A

**Chapel Creek CDD
Capital Projects Plan**

<u>Project</u>		<u>Estimated Cost</u>	<u>Maintenance/Comments</u>
Shade at Pool/Cabanas	ProPlaygrounds – East Side Shade Coverage	\$36,653.16	
Butterfly Garden	Option to add plants to nature trail area		
Benches @ or near ponds	5 benches at location shown on map	\$3,843.00	
Add Lighting to the Main Entry Way	Lighting options for main entrance. Large lantern lights in center island area. Solar options.		

SECTION B

**REQUEST FOR PROPOSAL FOR
LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES**

**CHAPEL CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Prepared by:

Richard McGrath
Governmental Management Services
4530 Eagle Falls Place
Tampa, FL 33619

November 2025

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CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL Landscape Maintenance and Irrigation Services Pasco County, Florida

Instructions to Proposers

SECTION 1. DUE DATES Notice is hereby given that the **Chapel Creek Community Development District** (the “District”) will accept proposals from all qualified companies interested in providing Landscape Maintenance and Irrigation services.

The Request for Proposal (“RFP”) packet will be available for public inspection and may be obtained beginning at **12:00 p.m. (EST) on Monday, November 17, 2025**, by emailing the District Manager Richard McGrath at rmcgrath@gms-tampa.com. The District reserves the right in its sole discretion to make changes to this Project Manual up until the time of the Proposal opening, and to provide notice of such changes only to those Proposers who have notified the District in writing of an intent to submit a Proposal.

Firms desiring to submit proposals must attend a **Mandatory Virtual Pre-Proposal Meeting** held at **10:30 a.m. (EST) on Monday, November 24, 2025**, via [\[redacted\]](#). Firms desiring to submit proposals must submit one (1) original hard copy AND one (1) digital PDF copy of the required proposal no later than by **11:00 a.m. (EST) on Monday, December 22, 2025**, to **4530 Eagle Falls Place, Tampa, Florida 33619** AND by emailing District Manager Richard McGrath at rmcgrath@gms-tampa.com.

Proposals shall be submitted in an electronic and hard copy format and shall clearly identify the project as “Chapel Creek Community Development District RFP Landscape Maintenance and Irrigation Services Proposal.” No facsimile, telephonic, or telegraphic submittals will be accepted. A **public opening** of all proposals will be held at **11:01 a.m. (EST)**, or as soon thereafter as possible, on **Monday, December 22, 2025**, at the offices of GMS-Tampa located at **4530 Eagle Falls Place, Tampa, Florida 33619**. Proposals received after the scheduled date and time for submittal will not be considered but can be claimed by the owner within ten (10) calendar days of the submittal deadline or if not retrieved within the aforementioned timeframe, may be destroyed by the District.

SECTION 2. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the proposer must correctly sign the “Acknowledgment of Receipt of Documents” and “Proposal Signature Form” attached hereto. If the proposal is made by an individual, that person’s name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his or her authority to do so.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a proposal, the proposer shall carefully examine the drawings, read the specifications, service the project site and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the proposer that the proposer is familiar with the project.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible proposer who is qualified by experience to do the work specified herein. The proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. The winning proposer shall assign the same work personnel and supervisors to Chapel Creek to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected. In order to submit a proposal, each proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; (2) have at least five (5) years of experience with CDD landscaping maintenance projects of similar size and scope; and (3) submit total price along with an option for three (3) one (1) year renewals with price.

SECTION 6. DISQUALIFICATION OF PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the proposers, the proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Request for Proposal are to be directed in writing, via e-mail only, to Richard McGrath at rmcgrath@gms-tampa.com. Interpretations or clarifications considered necessary in response to such questions will be issued by addendum(a) (“**Addenda**”) to all parties recorded as having received the Request for Proposal. Questions received after **Wednesday, December 10, 2025, at 2:00 p.m. (EST)** will not be answered. Answers to all questions will be provided to all proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) electronic copy of the proposal forms (via e-mail or PDF format on a USB flash drive) AND one (1) hard copy of the proposal forms, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “**RESPONSE TO REQUEST FOR PROPOSALS (Chapel Creek Community Development District – Landscape Maintenance and Irrigation) ENCLOSED**” on the face of it.

SECTION 9. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 10. REQUEST FOR PROPOSAL. The Request for Proposal will be provided to all bidders via email in the form of a PDF document.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda. In making its proposal, each proposer represents that it has read and understands the Request for Proposal and that the proposal is made in accordance therewith, including verification of the contents of the Request for Proposal against its Table of Contents. Proposer shall provide in the proposal a complete breakdown of unit costs for each separate item associated with landscaping maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the proposer in accordance with the Request for Proposal.

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The District's Board of Supervisors will review the proposals at their January 7, 2026, 11:30 a.m. (EST) Board of Supervisors meeting and award a contract that is in the best interests of the District. The Board of Supervisors meeting to be held at the Microtel Inn & Suites by Wyndham Zephyrhills, 7839 Gall Blvd., Zephyrhills, Florida 33541. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, waive any irregularities in any proposal, and change or waive at any time any provisions in the solicitation documents, as the District in its sole discretion deems appropriate. Moreover, the District explicitly and clearly reserves the right to make an award on any basis that it deems appropriate.

SECTION 13. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the proposer shall enter into and execute the Contract in substantially the form included in the Request for Proposal package.

SECTION 14. INSURANCE. All proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the agreement form provided herein. In the event the proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its supervisors, staff and consultants as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 15. INDEMNIFICATION. The successful proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

SECTION 16. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 17. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Request for Proposal:

- A. A narrative description of the proposer's approach to providing the services as described in the Scope of Services provided herein.
- B. Completed price proposal (forms attached).
- C. List position or title, corporate responsibilities and years of experience of key management or supervisory personnel (forms attached as part of "Contractor's Qualification Statement").

Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.

D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level. **Include a staffing plan depicting quantity of laborers, crew chiefs, field managers as well as work hours and days spent on the property.** The same work personnel and supervisors shall be assigned to Chapel Creek to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected.

E. Three references from projects of similar size and scope. The proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

F. Information related to other projects of similar size and scope which proposer has provided, or is currently providing Landscape Maintenance and Irrigation services (forms attached as part of Contractor's Qualification Statement).

G. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.

H. Completed copies of all other forms included within the Request for Proposal.

SECTION 18. PROTESTS. Any protest relating to the District and regarding the Request for Proposal, a proposal rejection by the District, or an award of contract by the District, including District specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the receipt of the Request for Proposal or receipt of the notice of the District's decision as applicable, and must be filed at GMS-Tampa, 4530 Eagle Falls Place, Tampa, Florida 33619, Attn: District Manager. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest.

SECTION 19. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Request for Proposal, a proposal rejection, or a contract award shall post with the District at the time of filing (within 72 hours as referenced in Section 18 above), a protest bond payable to the District in an amount equal to one percent (1%) of the value of the estimated contract amount. Bonds shall be by a U.S. postal service money order, certified check, or cashier's check. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties.

SCOPE OF SERVICES

LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into “elements” to define the elements involved and required in the maintenance of the property.

General Services- Component “A”

Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

Irrigated common area turf of all turf types (St Augustine, Zoysia, Bermuda, Irrigated Bahia) shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated bahia and pond areas and banks will be mowed 32 times annually as needed.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5” and 4.5”. St Augustine will be cut between 4.5” and 5.5”. Mowing heights will be set at 2”–3” for Zoysia turf. Bermuda turf shall be cut at a height of no more than 2.5”. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall be carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50” mower or larger **discharging clippings away from the water**. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum. Additional pond edge string trimming can be requested as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

String Trimming

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

For the protection of private property, landscapers will not perform string trimming in a manner that results in direct contact with private fences. A buffer zone of approximately 4 to 6 inches will be maintained along all private fencing. The maintenance of any grass or vegetation within this buffer area will be the responsibility of the respective property owner.

Blowing

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to not disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. **Based on three sections, the contractor will completely detail the entire property once every three weeks at least.** The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or

cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 52 times per year to accomplish the full amount of detail rotations. The size and duration the detail crew is onsite should depend on the extent needed to accomplish the rotation.

Pruning

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet and palms up to 15' is included in the scope of the work. If pruning is required above the height of 12 feet for non palms, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. Palm pruning of palms over 15' is defined in **Component E.3.**

The branching height of trees shall be raised only for the following reasons:

- 1. Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas.**
- 2. Maintain clearance from shrubs in bed areas.**
- 3. Improve visibility in parking lots and around entries. Extra care should be taken when considering sight lines on the road and the vendor should report any identified visibility concerns to CDD management.**
- 4. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to the branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.**
- 5. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.**

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

Weed Control

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3” shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

For the protection of private property, landscapers will not perform chemical edging in a manner that results in direct contact with private fences or along private fences. A buffer zone of approximately 4 to 6 inches will be maintained along all private fencing. The maintenance of any grass or vegetation within this buffer area will be the responsibility of the respective property owner.

Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with a supplemental proposal.

As needed, the contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. The contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management, the contractor will provide a Monthly Service Calendar for the upcoming period. **A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly.** A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any*

work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meetings as needed or requested by CDD management.

Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, in order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

Component “B” – Turf Care Program - Fertilization and Pest Control

Chemical Application Maintenance Information

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.

The irrigation system will be fully operational prior to any fertilizer application.

Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, and other relevant factors based on turf types. Soil samples should include all Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

St Augustine

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control
- October: Heavy fall granular fertilization and broadleaf weed/disease control

Application Requirements: ST AUGUSTINE

Contractor will submit a schedule of materials to be used under this program along with application rates. The annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

Bahia – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

THIS COMMUNITY REQUIRES ADDITIONAL FERTILIZATION ON ST AUGUSTINE. Currently the program includes 8 fertilizations. Please provide specifics on your St Augustine program. Below is listed the bare minimum.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

Application Requirements: BAHIA

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

General

Insect/Disease Control - ALL TURF

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible for managing settings of irrigation timers and should always have the irrigation times adjusted and set appropriately based on turf type and season.

Supplemental insecticide applications will be provided by the contractor when the contractor identifies a need for supplemental programs in order to control pests.

Contractor will provide recommendations for TopChoice applications when needed. They will also keep ant bait treatment on mowers or detail vehicles for spot treatment. Ants should be treated near any walking or amenity areas or common use areas such as parks.

Weed Control - ALL TURF

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, wild Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

Warranty - ALL TURF

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. The contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

Component “C” – Tree/Shrub Care Program

Application Schedule – Trees and Shrubs Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to “clump” fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

Specialty Palms

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud Drench and or OTC Injections for potential disease and infestation. Only those treatments relevant to the variety of palm should be included.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by the contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

Component “D” – Irrigation Maintenance

Frequency of Service

Contractor will perform the following itemized services under “Specifications” on a monthly basis completing 25% of the inspection each week. The irrigation inspection should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

Specifications

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controllers to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone.
- Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in the overall landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management’s discretion to allow the contractor to proceed with repairs at an agreed threshold without prior approval.

Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor’s crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect the irrigation system weekly while performing routine maintenance. Contractor will provide a 24 hour “Emergency” number for irrigation repairs.

Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

Component “E” – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management’s discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractors should and are expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all “Additional Services” will be billed in the month they are performed as a separate line item on that month’s invoice. Additional services costs will not be spread out across the full annual contract.

E.1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of “Flower Beds” is to draw attention to the display. The highest level of attention should be placed on their on-going care.

Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½” individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation

Plants are to be installed utilizing a triangular spacing of 9” O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6” in all annual beds and replaced with a clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6” prior to the installation of new plants.

Create a 2” trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1” layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed – free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. “Pinching” of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent “pinching” will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor’s expense.

Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

E.2- Bed Dressing

Application of designated mulching to community bed spaces.

Schedule

Mulching will be carried out at least once per year. However in many cases the mulch application will be divided into one heavy application in Spring and one lighter application in the fall. The most desirable months are May and Early November. Mulch will be priced “per yard”. Application will be completed

within a two-week time period.

Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 15' will be trimmed at least once per year in May. All vegetation will be removed from their trunk. Any palm nuts and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary. Full debooting is a separate billable job but removing those loose and hanging should be included.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

All palms in excess 15' will be trimmed at least once per year in the month of May. Any additional trimmings can be added at the discretion of the board or management and will be done at the same cost and rate as the proposed May trimming. Therefore, the fee summary must include the cost per palm for trimming.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving "stubs".

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.

BID FORM
CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
REQUEST FOR PROPOSALS

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

GRAND TOTAL (PARTS A, B, C, & D - This is what contract will be written for)

\$ _____/Yr.

(Detailed breakdown of prices must be entered in the Fee Summary)

FIRST ANNUAL RENEWAL \$ _____/Yr.

SECOND ANNUAL RENEWAL \$ _____/Yr.

THIRD ANNUAL RENEWAL \$ _____/Yr.

FOURTH ANNUAL RENEWAL \$ _____/Yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the four possible annual renewal periods.**

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Name and Title of Representative _____

(Please Print)

Representative's Signature _____

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2025

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

- | | | |
|----|---|------------------|
| A. | Mowers w/operator | \$ _____ Hour |
| B. | Bush-Hog w/operator | \$ _____ Hour |
| C. | Tractor w/operator | \$ _____ Hour |
| D. | Supervisor with Transportation | \$ _____ Hour |
| E. | Laborer with hand equipment | \$ _____ Hour |
| F. | Truck w/driver | \$ _____ Hour |
| G. | Irrigation Tech | \$ _____ Hour |
| H. | Granular Pesticide Applicator | |
| | Person with Drop Spreader | \$ _____ Hour |
| I. | Liquid Pesticide Applicator | |
| | Person with Spray Truck | \$ _____ Hour |
| J. | Granular Fertilizer Applicator | |
| | Person with Drop Applicator | \$ _____ Hour |
| K. | Liquid Fertilizer Applicator | |
| | Person with Spray Truck | \$ _____ Hour |
| L. | Granular Weed Control Applicator | |
| | Person with Drop Applicator | \$ _____ Hour |
| M. | Liquid Weed Control Applicator | |
| | Person with Spray Truck | \$ _____ Hour |
| N. | Laborer for Additional Trash Pick-Up | \$ _____ Hour |
| O. | Lump Sum Mowing ¹ , entire community | \$ _____ Per Mow |

¹ Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: _____ DATE: _____

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS

CHAPEL CREEK CDD

WEEKLY WORK JOURNAL

(this form must be filled out at the end of each weekly service and turned into the clubhouse office)

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

CREEK CDD
PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

CHAPEL CREEK REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

CHAPEL CREEK CDD
IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

EVALUATION CRITERIA

1. Personnel (25 Points Possible) (_____ Points Awarded)

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Proposed Staffing Levels

Landscape Maintenance and Irrigation staff will always include, at a minimum; _____ laborers, _____ Supervisors, and _____ Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

2. **Experience**

(30 Points Possible) (_____ Points Awarded)

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc.)

1. Project Name/Location: _____

Contact: _____

Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

2. Project Name/Location: _____

Contact: _____

Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

3. Project Name/Location: _____

Contact: _____

Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Detailed Scope of Services for Project: _____

Experience cont.

Duration of Contract: START DATE: _____ END DATE: _____

4. Project Name/Location: _____

Contact: _____

Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

5. Project Name/Location: _____

Contact: _____

Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

Experience cont.

An additional five **(5) points** will be awarded to all proposers with previous Landscape Maintenance and Irrigation experience with CDDs within the past three (3) years.

Has your company had previous Landscape Maintenance and Irrigation experience with other Community Development Districts within the past three (3) years? YES _____ NO _____

If yes, please fill in information below:

Project Name/Location: _____

Contact: _____ Phone: _____ \$ amt.: _____

Your company's Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

(5 Points Possible) (_____ Points Awarded – This is either “0” or “5”)

3. Understanding Scope of RFP (15 Points Possible) (_____ Points Awarded)

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

4. Price (20 Points Possible) (_____ Points Awarded)

A full twenty (20) points will be awarded to the proposer submitting the lowest bid for Parts 1 - 4 of the Scope of Services (the Contract Amount). AN AVERAGE OF ALL YEARS' PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND ANY ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). $(210,000/265,000) \times 20 = 15.85$, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). $(210,000/425,000) \times 20 = 9.88$, therefore, Contractor "C" will receive 9.88 of 20 points.

5. Reasonableness of ALL Numbers (5 Points Possible) (_____ Points Awarded)

Up to five (5) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities, etc. based on Contractor's field measurements) provided in Parts 1,2,3,4, 5 & 6.

Proposer's Total Score (100 Points Possible) (_____ Points Awarded)

**CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES AGREEMENT**

This Landscape Maintenance and Irrigation Services Agreement (this “**Agreement**”) is entered into as of _____ 2025 between the **Chapel Creek Community Development District**, a special purpose unit of local government organized under Chapter 190, Florida Statutes (the “**District**”) and _____ (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape maintenance and irrigation services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape and irrigation services contractor and provide services to the District. The Contractor is familiar with the District property. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor, the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material due to the negligence of the Contractor, and in no event shall Contractor be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.

3. **Description of Work.**

- a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Scope of Services attached hereto as **Exhibit A** (the “**Work**”). Parts A-D of the Work are included in this Agreement. Parts E.1 – E.3 of the Work and the Landscape and Irrigation Maintenance Rates for Additional Services may be awarded to the Contractor in the District’s discretion.
- b. A map of the areas to be maintained is attached hereto as **Exhibit B**. The Contractor has been provided a copy of the irrigation as-builts.
- c. The Contractor agrees that the map is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price.
- d. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party. Contractor shall in no way be responsible for the landscape installation performed by any such third party hired by the District.
- e. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
- f. The District retains the right to reduce any portion of the Work as set forth in this Agreement or any additional work authorization. Should this occur, a revised Scope of Services and compensation will be agreed upon in writing by both the District and Contractor.

4. **Emergency Services.** In the event of an emergency or disaster, Contractor shall provide the District the following services:

- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- b. Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- c. Personnel and equipment hourly rates include only those hours that Contractor’s personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- d. Disaster Recovery Assistance Services shall not exceed a total of 70 hours worked for each emergency/disaster.
- e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District’s election to terminate these activities pursuant to this paragraph.

5. Manner of Performance.

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected.
- e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the road ways of the community must be legally equipped.
- h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Work that may result in the damage and/or loss of plant material. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
- j. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

6. Time of Commencement. The work to be performed under this Agreement shall commence on _____ after Contractor provides District the requisite insurance referenced herein.

7. **Term and Renewal.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent 1 year terms pursuant to the compensation as stated herein and with the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
8. **Termination.**
- a. Contractor's Termination. Contractor may terminate this Agreement with 90 days' written notice with or without cause.
 - b. District's Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have.
 - c. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate this Agreement.
 - d. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor under this Agreement. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.
9. **District Representatives and Inspections.**
- a. The District hereby designates the District Manager and other representatives of the District Manager's office to act as the District's representatives. The District's representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work. The District may, without liability to the Contractor, unilaterally amend this Section from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.
 - b. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
 - c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 14 days' notice if there is a need to reschedule.
 - d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.

- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 5 business days and prior to submitting any invoices to the District.

10. Additional Work. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor will perform such work or services pursuant to the pricing included in the Proposal. If such work or services are not included in the Proposal, then Contractor agrees to negotiate in good faith to undertake such additional work or services. The parties shall agree in writing to a work order authorization, addendum, addenda, or change order to this Agreement. Any additional work shall be subject to the terms of this Agreement. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

11. Compensation.

- a. As compensation for **Parts A, B, C, and D of the Work** the District agrees to pay Contractor a total annual amount of \$_____ to be billed 12 times per year as monthly recurring base maintenance in the amount of \$_____ **per month.**
- b. The pricing for the first four annual renewals are as follows:
 - i. During the first year of the Agreement, an annual total of \$_____.
 - ii. During the first annual renewal of the Agreement, an annual total of \$_____.
 - iii. During the second annual renewal of the Agreement, an annual total of \$_____.
 - iv. During the third annual renewal of the Agreement, an annual total of \$_____.

- a. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by the District and at a minimum shall include the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each service, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.
- b. The District shall provide payment within 30 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- c. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- d. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- e. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

12. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. **Responsibility for and Supervision of the Work:** Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. **Discipline, Employment, Uniforms:** Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. **Furnishing of Labor, Materials/Liens and Claims:** Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities,

including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

- d. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. **Responsibility for Negligence of Employees and Subcontractors:** Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. **Safety Precautions and Programs:** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. The Contractor has a duty to provide the District a monthly maintenance report, in a form acceptable to the District, that highlights any significant work done in the previous month, issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues. This report must also include information and pictures of any issues with the irrigation system.
- h. **Environmental Activities.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The

Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

14. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

15. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
 - i. **Workers' Compensation:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers'

- Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
- ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
 - c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
 - d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
 - e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
 - f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
 - g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
 - h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
 - i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

16. **Subcontractors.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.
17. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
18. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.
19. **E-Verification.** Pursuant to Section 448.095(2), Florida Statutes,
- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
 - b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - c. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.
20. **Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform

work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

21. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
22. **Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 344-4844 EXT. 111, BY EMAIL AT RMCGRATH@GMS-TAMPA.COM, OR BY REGULAR MAIL AT 4530 EAGLE FALLS PLACE, TAMPA, FLORIDA 33619.

23. **Anti-Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.
24. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such

provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

25. **Controlling Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in Pasco County, Florida.
26. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
27. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
28. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
29. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
30. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. 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 any doubtful language will not be interpreted or construed against any party.
31. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
32. **Authorization.** The execution of this Agreement has been duly authorized by the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.
33. **Notices.** Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To the District:

c/o GMS
4530 Eagle Falls Place
Tampa, Florida 33619
District Manager
rmcgrath@gms-tampa.com

To the Contractor:

34. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

Contractor

**Chapel Creek
Community Development District**

Name: _____
Title: _____

Name: _____
Chair of the Board of Supervisors

Exhibit A: Fee Schedule & Scope of Services

Exhibit B: Landscape Maintenance and Irrigation Areas Exhibit

EXHIBIT “A”

FEE SCHEDULE & SCOPE OF SERVICES

GRAND TOTAL (PARTS A, B, C, & D - This is what contract will be written for)

\$ _____/Yr.

(Detailed breakdown of prices must be entered in the Fee Summary)

FIRST ANNUAL RENEWAL \$ _____/Yr.

SECOND ANNUAL RENEWAL \$ _____/Yr.

THIRD ANNUAL RENEWAL \$ _____/Yr.

FOURTH ANNUAL RENEWAL \$ _____/Yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the four possible annual renewal periods.**

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

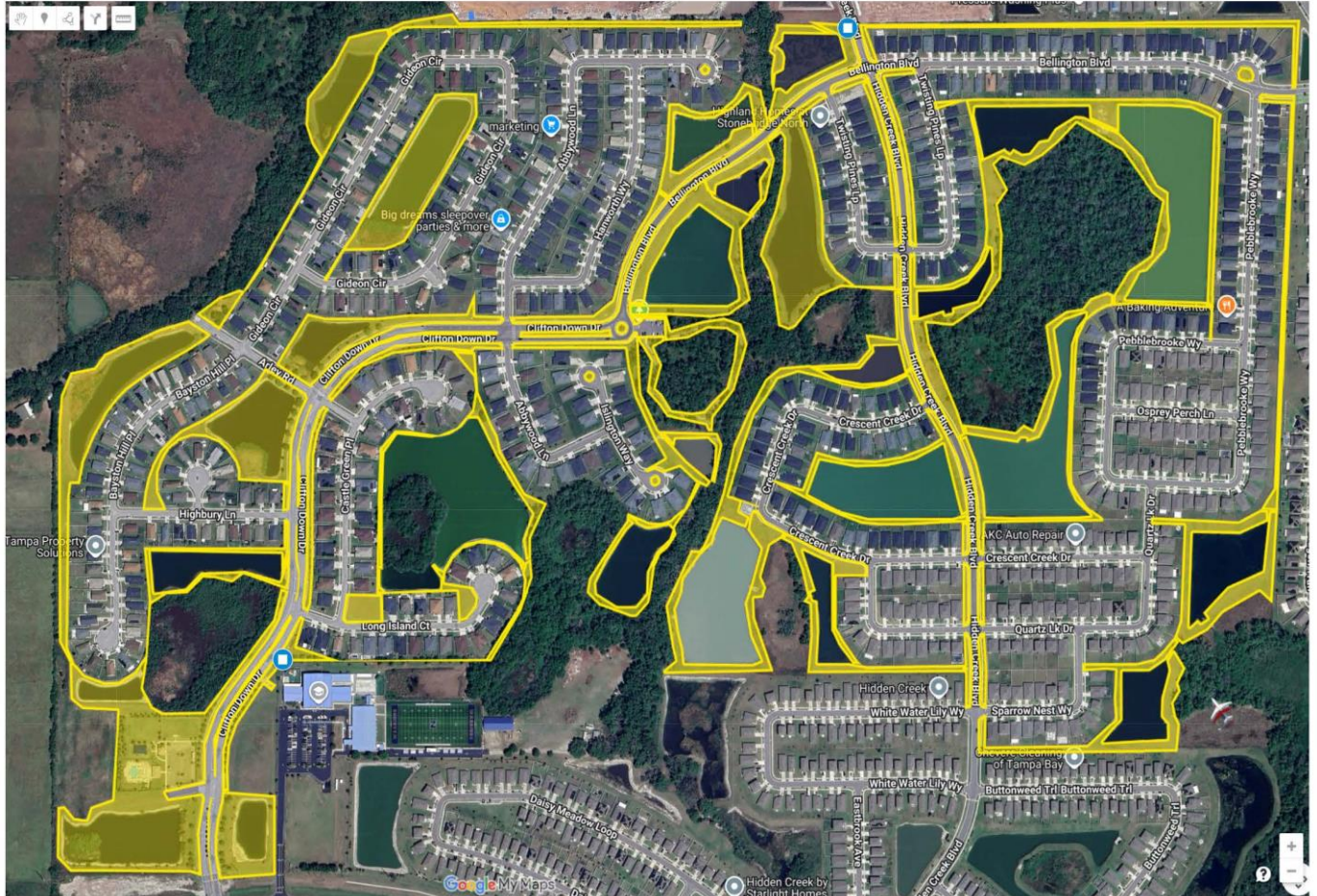
- | | | | |
|----|---|----------|---------|
| A. | Mowers w/operator | \$ _____ | Hour |
| B. | Bush-Hog w/operator | \$ _____ | Hour |
| C. | Tractor w/operator | \$ _____ | Hour |
| D. | Supervisor with Transportation | \$ _____ | Hour |
| E. | Laborer with hand equipment | \$ _____ | Hour |
| F. | Truck w/driver | \$ _____ | Hour |
| G. | Irrigation Tech | \$ _____ | Hour |
| H. | Granular Pesticide Applicator | | |
| | Person with Drop Spreader | \$ _____ | Hour |
| I. | Liquid Pesticide Applicator | | |
| | Person with Spray Truck | \$ _____ | Hour |
| J. | Granular Fertilizer Applicator | | |
| | Person with Drop Applicator | \$ _____ | Hour |
| K. | Liquid Fertilizer Applicator | | |
| | Person with Spray Truck | \$ _____ | Hour |
| L. | Granular Weed Control Applicator | | |
| | Person with Drop Applicator | \$ _____ | Hour |
| M. | Liquid Weed Control Applicator | | |
| | Person with Spray Truck | \$ _____ | Hour |
| N. | Laborer for Additional Trash Pick-Up | \$ _____ | Hour |
| O. | Lump Sum Mowing ¹ , entire community | \$ _____ | Per Mow |

¹ Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

MAINTENANCE MAP /PLAN

CHAPEL CREEK CDD LANDSCAPE MAINTENANCE MAP

Yellow Areas Indicate Maintenance Areas



SECTION C



FLORIDA
INSURANCE
ALLIANCE

Managing the Risks and Rewards of Using Volunteers at Your District

Volunteers bring enthusiasm and a can-do attitude that can really make a difference. They can assist with a variety of tasks, from helping at community events to beautifying common areas, and that can translate to savings for the district. But here's the thing: *managing volunteers isn't quite as simple as a walk in the park* (though volunteers might be helping to maintain those parks!). It involves careful planning, a dash of caution, and a good understanding of how to keep everyone safe and sound. This guide will help you navigate the ins and outs of using volunteers effectively, so you can make the most of their contributions while minimizing potential risks.

We Can Use Volunteers for That, Right?

Before you jump into recruiting an army of helpers, it's wise to pause and consider whether using volunteers is the right move for a particular task.

- What exactly are you trying to achieve? Sometimes, hiring a professional vendor might be the more efficient or appropriate option. This also provides an opportunity to transfer risk away from the district.
- While saving money is often a motivator, it shouldn't be the *only* one. Ask yourself: *Should* we use volunteers for this? Could this endeavor cost us more in the long run? Are we creating a liability exposure?
- Here are some key questions to consider:
 - What sort of tasks are the volunteers going to do for the district and what are the potential hazards or risks associated with those tasks? How will we control those risks?
 - How many and what ages of volunteers will we have? Do we have the capacity to provide proper supervision?
 - What sort of structure is in place to manage, train, and monitor the volunteers?

A Word on Tasks Not Suitable for Volunteers

It's important to think about what volunteers shouldn't be doing. This protects both the volunteers and the district while helping to mitigate liability. Examples of tasks that are generally not appropriate for volunteers include:

- **Professional Services:** Any work requiring professional licensure or certification. This includes, but is not limited to, electrical work, plumbing, structural or building construction, herbicide application, fitness instruction, or any medical services. These tasks usually require specialized knowledge, training, and certifications. Allowing unqualified volunteers to perform them creates a significant risk of faulty work, injuries to others, or damages. If something goes wrong, the district could be viewed as negligent in using unqualified individuals.

- **Working at Heights:** Tasks that involve working at heights, such as using ladders over 6 feet or working on scaffolding. Falls from heights can result in serious injuries, and volunteers may not have the necessary training or equipment to perform such tasks safely. Districts may be held responsible if volunteers are not properly trained or equipped for such work, or if the equipment is faulty.
- **Use of Hazardous Powered Equipment:** Operating heavy machinery or power equipment that requires specialized training. Examples include chainsaws, high-pressure power washers, and similar equipment. These machines can cause serious injuries if mishandled. This exposes districts to significant liability if volunteers are injured due to inadequate training, lack of protective gear, or equipment malfunction.
- **Transportation:** Transporting individuals (residents, staff, other volunteers) in any vehicle on behalf of the district, even if the vehicle is not owned by the district. Transportation of individuals carries a high risk of accidents and potential lawsuits. The district could be held accountable for facilitating the negligent operation of a vehicle and incidents involving passengers.



When in doubt, err on the side of caution. Safer options include community beautification projects, event support, or neighborhood cleanup.

Protecting the District and Volunteers

The use of volunteers creates a risk exposure for the district. A primary source can stem from injuries to volunteers and that's where workers' compensation comes in. This is a type of insurance that can provide benefits to individuals who are injured while performing work-related duties. To understand why this is relevant to district volunteers, it's important to be aware these points from Florida statutes:

- Florida Statute 440.02(15)(d)6 addresses the definition of "employee" for workers' compensation purposes. It generally excludes "volunteers" from being considered employees, **but there's a key exception:** this exclusion does *not* apply to a volunteer worker for the state, or a county, municipality, or other governmental entity.
- Florida Statute 440.02(17)(b) further defines "employment" in a way that includes "employment by the state and all political subdivisions thereof and all public and quasi-public corporations therein, including officers elected at the polls."
 - **What this means for special districts:** Given that districts are local governmental entities, these statutes indicate that district's using volunteers without a workers' compensation policy have an uninsured exposure. The same can be said for board members, particularly those who play a more active role in the community beyond just board meeting attendance.

The definitions of "employee" and "employment" used above is only in the context of workers' compensation coverage in Florida. If your district does not have staff that is directly employed by the district, meaning not through a third party, it may not have any form of workers' compensation coverage. Fortunately, FIA has developed a volunteer workers' compensation coverage option to meet this need.

Operational Strategies: Happy Volunteers, Happy Districts

These are the day-to-day strategies for managing your volunteers effectively. A comprehensive Volunteer Safety Program is a must.

- **Recruitment and Screening:** Implement a process to gather information about volunteers' skills, experience, and any physical limitations. For roles involving supervision, care, and direct interaction with vulnerable populations, such as minors, background checks may be warranted. This could include assisting with youth programs like "camps," or acting as Santa or the Easter Bunny.

- **Clear Job Descriptions:** Provide clear job descriptions for each volunteer role, outlining the tasks, required skills, time commitment, and reporting structure. This helps volunteers understand their expectations and boundaries. Including this on or as an addendum to volunteer consent forms is a good idea.
- **Training and Orientation:** Provide volunteers with an orientation covering volunteer policies, safety procedures, and emergency protocols. Task-specific training should be provided to ensure volunteers are competent and confident in their assigned duties.
- **Supervision:** Supervisors should be trained on potential hazards and be readily available to answer questions and address concerns. Maintain open communication channels between volunteers and supervisors.
- **Safety Equipment:** Provide what's needed, whether it's vests for a cleanup or gloves for gardening.
- **Volunteer Handbook:** A detailed volunteer handbook outlining policies, procedures, code of conduct, safety guidelines, responsibilities, and prohibited activities is an invaluable resource for both the CDD and its volunteers. Be sure to address guidelines on appropriate clothing, sun protection, hydration, and other potential hazards.
- **HOA Volunteers Working on District Property:** When an HOA or similar entity engages volunteers to work on district property, it's essential to clarify who holds ultimate responsibility for these volunteers. Generally, if the HOA is supervising, leading, or directing the volunteers, then the HOA is responsible for the volunteers' actions, safety, and related insurance.

Minors: Extra Considerations

Volunteers under 18 can be a wonderful asset, but they require extra care.

- Have a clear policy on parental consent and supervision requirements.
- Be mindful of restrictions on working hours, prohibited hazardous occupations, and the need for adequate supervision. Ensure tasks are age-appropriate and match the maturity and physical capabilities of the young volunteers.
- Ensure volunteer policies address appropriate interaction and boundaries when minors work with adults.

Volunteer Agreements and Liability Waivers

To further protect the district and clarify the volunteer relationship, it is highly recommended to utilize both a volunteer agreement and a liability waiver. These forms should clearly define the relationship between the district and the volunteer.

- Outline the scope of volunteer activities.
- Set expectations for both parties.
- Acknowledge the potential risks associated with volunteering.
- Acknowledge the receipt of the volunteer handbook.
- Include a release of liability to protect the district from claims for unintentional injuries or damages.
- Ensure these documents are reviewed by legal counsel to ensure they provide the intended protection.

Conclusion: Volunteers – A Valuable Asset When Managed Wisely

Using volunteers can be a win-win for districts and the community. By understanding the legal and operational aspects, implementing sound risk management practices, and prioritizing safety, districts can create successful volunteer programs that benefit everyone involved.

SECTION E

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT

AMENDED AMENITY POLICIES AND RATES

ADOPTED – MAY 3, 2022

¹LAW 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 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 deportment 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 Pasco 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.

Secretary/Assistant Secretary

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	\$30.00

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM



Chapel Creek Community Development District

Amenities Access Registration Form

Name: _____

(Resident listed on proof of residency)

Residential Address: _____

(Within Chapel Creek CDD) Street Address

Zephyrhills

City

FL 33541

State ZIP Code

Mailing Address: _____

(If different from Residential) Street Address

City

State ZIP Code

Phone: _____

Email: _____

Additional Resident(s): _____

(Using the amenities)

ACCEPTANCE:

I acknowledge that the Access Card(s) will be received by 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 Facility Access Card. It is understood that Facility Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations. 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 agents, officers and employees from any and all liability for any injuries that might occur in conjunction with the use of any of the District's amenity facilities (including but not limited to: swimming pools, playground equipment, other facilities), 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: _____

(Parent or Guardian if a minor)

Date: _____

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

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

Signature: _____

(Parent or Guardian if a minor)

Date: _____

PLEASE EMAIL THIS FORM WITH YOUR PROOF OF RESIDENCY TO:

amenityaccess@gmscfl.com

OR MAIL TO:

Chapel Creek CDD
Attn: Amenity Access
219 E Livingston St
Orlando, FL 32801

FOR OFFICE USE ONLY:

Date Received: _____

Date Issued: _____

Token #: _____

Lease Term End: _____

(For Renter(s) only)

ADDITIONAL INFORMATION REGARDING THE CDD: <https://www.chapelcreekcdd.org/>

CONTACT OUR OFFICE: Phone: (689) 500-4540 / Email: amenityaccess@gmscfl.com

TO REPORT AMENITY POLICY VIOLATIONS: Phone: (321) 248-2141

SECTION VI

SECTION A

Chapel Creek Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised in accordance with Florida Statutes, on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Chapel Creek Community Development District

District Manager: _____

Date: _____

Print Name: _____

Chapel Creek Community Development District

SECTION B

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE PASCO COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Pasco County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

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

1. **GENERAL ELECTION SEATS.** Seat 4, currently held by Mitchell Sabanosh, and Seat 5, currently held by Jose Fernandez are scheduled for the General Election beginning in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Pasco County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 5th day of November, 2025.

**CHAPEL CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

SECRETARY/ASSISTANT SECRETARY

EXHIBIT A

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Chapel Creek Community Development District ("District") will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the Pasco County Supervisor of Elections located at West Pasco Government Center, 8731 Citizens Drive, New Port Richey, FL 34654; Ph: (727) 847-8162. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District, as defined in Section 190.003, *Florida Statutes*. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Pasco County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Chapel Creek Community Development District has two (2) seats up for election, specifically seats 4, and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

For additional information, please contact the Pasco County Supervisor of Elections.

Publish on or before May 27, 2026.

SECTION VII

SECTION A

Chapel Creek Community Development District

Summary of Check Register

September 25, 2025 to October 23, 2025

Fund	Date	Check No.'s	Amount
General Fund	10/7/25	669-673	\$ 6,601.34
	10/21/25	674-679	\$ 50,693.58
	Total General Fund		<u>\$ 57,294.92</u>
Capital Reserve Fund			\$ -
	Total Capital Reserve		<u>\$ -</u>
Total Amount			<u>\$ 57,294.92</u>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
10/07/25	00079	10/01/25	ASP-0033	202510 330-53800-48400	POOL MAINT	*	1,800.00		
					AMERICA'S SWIMMING POOL CO			1,800.00	000669
10/07/25	00080	9/26/25	25-02084	202509 310-51300-48000	LEGAL ADVERTISING	*	67.81		
					BUSINESS OBSERVER			67.81	000670
10/07/25	00072	9/15/25	46	202509 330-53800-46000	SIGN REPAIRS	*	210.00		
		9/15/25	47	202509 320-53800-46000	EXIT SIGN	*	312.72		
		9/15/25	48	202509 320-53800-46000	REPLACED GATE LATCH	*	64.76		
		9/15/25	49	202509 320-53800-46000	SIGN REPLACEMENT	*	273.05		
		9/15/25	50	202509 320-53800-46000	FENCE REPAIR	*	210.00		
		9/15/25	51	202509 320-53800-46000	MULCH BARRIER RPR	*	275.00		
		9/15/25	52	202509 320-53800-46000	AMENITY PAINTING	*	1,031.00		
					GOVERNMENTAL MANAGEMENT SERVICES-TP			2,376.53	000671
10/07/25	00020	10/01/25	4249	202510 330-53800-48100	JANITORIAL CLEANING	*	1,050.00		
		10/01/25	4249	202510 330-53800-48600	DOG WASTE MAINT	*	750.00		
					JAYMAN ENTERPRISES LLC			1,800.00	000672
10/07/25	00019	9/30/25	27246	202508 310-51300-31500	ATTORNEY FEES	*	557.00		
					STRALEY ROBIN VERICKER			557.00	000673
10/21/25	00043	10/06/25	45684	202510 330-53800-48500	PEST CONTROL	*	160.00		
					ALL AMERICAN LAWN & TREE SPECIALIST			160.00	000674
10/21/25	00031	10/06/25	27306	202510 300-20200-10100	SEPT LANDSCAPE MAINT	*	14,800.00		
		10/21/25	27341	202510 320-53800-46200	OCT LANDSCAPE MAINT	*	14,800.00		
					CARDINAL LANDSCAPING SERVICES			29,600.00	000675
10/21/25	00066	10/01/25	92965	202510 310-51300-54000	ANNUAL FEES	*	175.00		
					FLORIDACOMMERCE			175.00	000676
					CHCR CHAPEL CREEK HHENRY				

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
10/21/25	00072	9/30/25 56	202510 310-51300-31700	ASSESSMENT ROLL	*	9,785.00	
		9/30/25 57	202510 310-51300-34000	MGMT FEES	*	3,862.50	
		9/30/25 57	202510 320-53800-12000	FIELD MGMT	*	1,716.67	
		9/30/25 57	202510 310-51300-35100	INFORMATION TECH	*	121.75	
		9/30/25 57	202510 310-51300-31300	DISS AGENT	*	600.83	
		9/30/25 57	202510 330-53800-34000	AMENITY MGMT	*	833.33	
GOVERNMENTAL MANAGEMENT SERVICES-TP							16,920.08 000677
10/21/25	00019	10/20/25 27336	202509 310-51300-31500	ATTORNEY FEES SEPT25	*	1,974.50	
STRALEY ROBIN VERICKER							1,974.50 000678
10/21/25	00073	10/01/25 3806134	202510 320-53800-47000	AQUATIC MAINT	*	1,864.00	
TIGRIS AQUATIC SERVICES LLC							1,864.00 000679
TOTAL FOR BANK A						57,294.92	
TOTAL FOR REGISTER						57,294.92	

SECTION B

Chapel Creek
Community Development District

Unaudited Financial Reporting
September 30, 2025



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8	<u>Capital Projects Funds</u>
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Chapel Creek
Community Development District
Combined Balance Sheet
September 30, 2025

	General Fund	Capital Reserve Fund	Series 2006 Debt Service Fund	Series 2021 Debt Service Fund	Series 2024 Debt Service Fund	Series 2006 Capital Projects Fund	Series 2021 Capital Projects Fund	Series 2024 Capital Projects Fund	Totals Governmental Funds
Assets:									
Cash:									
Operating Account	\$ 95,112	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,112
Capital Reserve Account	-	36,047	-	-	-	-	-	-	36,047
Due from Developer	-	-	-	-	-	-	-	380,882	380,882
Due from Debt Service	13,837	-	2,602	-	-	-	-	-	16,439
Prepaid Expenses	30,619	-	-	-	-	-	-	-	30,619
Truist CD- Utilities	21,537	-	-	-	-	-	-	-	21,537
Truist CD- Streets/Draining	43,416	-	-	-	-	-	-	-	43,416
Investments:									
State Board of Administration	206,473	25,250	-	-	-	-	-	-	231,723
Series 2006									
Reserve	-	-	24,690	-	-	-	-	-	24,690
Revenue	-	-	4,937	-	-	-	-	-	4,937
Prepayment	-	-	43	-	-	-	-	-	43
Interest	-	-	50,361	-	-	-	-	-	50,361
Construction	-	-	-	-	-	118	-	-	118
Series 2021									
Reserve	-	-	-	152,042	-	-	-	-	152,042
Revenue	-	-	-	233,789	-	-	-	-	233,789
Construction	-	-	-	-	-	-	-	-	-
Prepayment	-	-	-	150	-	-	1,021	-	1,171
Series 2024									
Reserve	-	-	-	-	461,869	-	-	-	461,869
Revenue	-	-	-	-	227,330	-	-	-	227,330
Prepayment	-	-	-	-	209,381	-	-	-	209,381
Interest	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	1,556	1,556
Cost of Issuance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Assets	\$ 410,994	\$ 61,297	\$ 82,633	\$ 385,981	\$ 898,579	\$ 118	\$ 1,021	\$ 382,438	\$ 2,223,061
Liabilities:									
Accounts Payable	\$ 4,976	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,976
Accrued Expenses	25,315	-	-	-	-	-	-	-	25,315
FICA Payable	122	-	-	-	-	-	-	-	122
Contracts Payable	-	-	-	-	-	-	964	-	964
Retainage Payable	-	-	-	-	-	-	-	161,979	161,979
Due to Debt Service	-	-	-	2,602	-	-	-	-	2,602
Due to General Fund	-	-	-	13,837	-	-	-	-	13,837
Due to Developer- Utilities	21,537	-	-	-	-	-	-	-	21,537
Due to Developer- Streets/Draining	43,415	-	-	-	-	-	-	-	43,415
Total Liabilities	\$ 95,365	\$ -	\$ -	\$ 16,439	\$ -	\$ -	\$ 964	\$ 161,979	\$ 274,748
Fund Balance:									
Nonspendable:									
Prepaid Items	\$ 30,619	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,619
Deposits	-	-	-	-	-	-	-	-	-
Restricted for:									
Debt Service - Series 2006	-	-	82,633	-	-	-	-	-	82,633
Debt Service - Series 2021	-	-	-	369,542	-	-	-	-	369,542
Debt Service - Series 2024	-	-	-	-	898,579	-	-	-	898,579
Capital Projects - Series 2006	-	-	-	-	-	118	-	-	118
Capital Projects - Series 2021	-	-	-	-	-	-	57	-	57
Capital Projects - Series 2024	-	-	-	-	-	-	-	220,459	220,459
Assigned for:									
Capital Reserves	-	61,297	-	-	-	-	-	-	61,297
Unassigned	285,010	-	-	-	-	-	-	-	285,010
Total Fund Balances	\$ 315,629	\$ 61,297	\$ 82,633	\$ 369,542	\$ 898,579	\$ 118	\$ 57	\$ 220,459	\$ 1,948,314
Total Liabilities & Fund Balance	\$ 410,994	\$ 61,297	\$ 82,633	\$ 385,981	\$ 898,579	\$ 118	\$ 1,021	\$ 382,438	\$ 2,223,061

Chapel Creek
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance

Revenues:

Assessments - Tax Roll	\$ 728,794	\$ 728,794	\$ 733,103	\$ 4,309
Assessments - Direct Bill	18,822	18,822	18,822	-
Misc Income- Access Cards	-	-	391	391
Developer Contributions	59,667	59,667	-	(59,667)
Interest Income	-	-	6,473	-
Insurance Proceeds	-	-	20,232	-

Total Revenues	\$ 807,282	\$ 807,282	\$ 779,021	\$ (54,967)
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Expenditures:

General & Administrative:

Supervisors Fees	\$ 12,000	\$ 12,000	\$ 6,000	\$ 6,000
FICA Expense	-	-	413	(413)
District Management	45,000	45,000	45,000	-
District Engineer	10,000	10,000	9,965	36
Disclosure Report	7,000	7,000	7,000	0
Amortization Schedules	500	500	1,600	(1,100)
Trustee Fees	10,000	10,000	7,124	2,876
Property Appraiser Fee	150	150	150	-
Assessment Roll	9,500	9,500	9,500	(0)
Auditing Services	4,000	4,000	4,500	(500)
Arbitrage Rebate Calculation	1,950	1,950	-	1,950
Public Officials Liability Insurance	3,067	3,067	2,983	84
Legal Advertising	1,500	1,500	897	603
Dues, License, & Subscriptions	175	175	175	-
Postage & Delivery	500	500	1,105	(605)
Copies	150	150	55	95
Office Supplies	150	150	33	117
ADA Website Compliance	2,000	2,000	1,538	463
Information Technology	1,418	1,418	1,418	(0)
District Counsel	15,000	15,000	17,530	(2,530)

Total General & Administrative	\$ 124,060	\$ 124,060	\$ 116,986	\$ 7,074
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Operations & Maintenance

Field Expenditures

Field Management	\$ 20,000	\$ 20,000	\$ 20,000	\$ (0)
Utility Services- Electric	15,000	15,000	6,317	8,683
Utility Services- Streetlights	125,000	125,000	87,668	37,332
Street Light Repair	10,000	10,000	2,254	7,746
Aquatic Maintenance	35,000	35,000	22,368	12,632
General Liability Insurance	3,117	3,117	3,032	85
Property Insurance	8,000	8,000	10,041	(2,041)
Landscape Maintenance	225,000	225,000	177,600	47,400
Field Repairs & Maintenance	15,000	15,000	28,048	(13,048)
Holiday Decorations	2,000	2,000	3,154	(1,154)
Irrigation Maintenance	10,000	10,000	8,504	1,496
Landscape Enhancements & Replacement	35,000	35,000	4,650	30,350
Field Contingency	10,000	10,000	32,298	(22,298)

Subtotal Field Expenditures	\$ 513,117	\$ 513,117	\$ 405,933	\$ 107,184
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Chapel Creek
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Amenity Expenditures				
Utility Services- Electric	\$ 11,000	\$ 11,000	\$ 6,777	\$ 4,223
Utility Services- Water & Sewer	5,500	5,500	2,966	2,534
Amenity Access Management	7,875	7,875	7,875	0
Amenity Maintenance & Repair	15,000	15,000	16,792	(1,792)
Janitorial Services & Pet Waste Stations	19,080	19,080	13,750	5,330
Pool Service Contract	12,360	12,360	13,720	(1,360)
Security	32,702	32,702	30,137	2,565
Internet	3,000	3,000	2,220	781
Pest Control Services	1,808	1,808	1,482	327
Miscellaneous Contingency	10,000	10,000	7,242	2,758
Subtotal Amenity Expenditures	\$ 118,326	\$ 118,326	\$ 102,961	\$ 15,366
Total Operations & Maintenance	\$ 631,444	\$ 631,444	\$ 508,894	\$ 122,550
Total Expenditures	\$ 755,504	\$ 755,504	\$ 625,880	\$ 129,624
Excess (Deficiency) of Revenues over Expenditures	\$ 51,779		\$ 153,141	
<i>Other Financing Sources/(Uses):</i>				
Transfer In/(Out)	\$ (51,778)	\$ (51,779)	(51,779)	\$ -
Total Other Financing Sources/(Uses)	\$ (51,778)	\$ (51,779)	\$ (51,779)	\$ -
Net Change in Fund Balance	\$ 0		\$ 101,362	
Fund Balance - Beginning	\$ -		\$ 214,267	
Fund Balance - Ending	\$ 0		\$ 315,629	

Chapel Creek
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
<u>Revenues</u>				
Interest	\$ -	\$ -	\$ 255	\$ 255
Total Revenues	\$ -	\$ -	\$ 255	\$ 255
<u>Expenditures:</u>				
Bank Fees	\$ -	\$ -	\$ 442	\$ (442)
Capital Outlay	\$ 10,000	\$ 10,000	\$ 40,296	\$ (30,296)
Total Expenditures	\$ 10,000	\$ 10,000	\$ 40,738	\$ (30,738)
Excess (Deficiency) of Revenues over Expenditures	\$ (10,000)		\$ (40,483)	
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out)	\$ 51,779	\$ 51,779	\$ 51,779	\$ -
Total Other Financing Sources (Uses)	\$ 51,779	\$ 51,779	\$ 51,779	\$ -
Net Change in Fund Balance	\$ 41,779		\$ 11,296	
Fund Balance - Beginning	\$ -		\$ 50,000	
Fund Balance - Ending	\$ 41,779		\$ 61,297	

Chapel Creek
Community Development District
Debt Service Fund Series 2006
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues:				
Assessments /Other Income	\$ 199,058	\$ 199,058	\$ 199,058	\$ -
Interest	-	-	20,655	20,655
Miscellaneous Income	-	-	164,606	164,606
Total Revenues	\$ 199,058	\$ 199,058	\$ 384,319	\$ 185,261
Expenditures:				
Debt Service Obligation	\$ 199,058	\$ 712,749	712,749	\$ -
Trustee Fees	-	-	40,491	(40,491)
Total Expenditures	\$ 199,058	\$ 712,749	\$ 753,239	\$ (40,491)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (368,920)	
Other Financing Sources/(Uses):				
Transfer Out	\$ -	\$ -	\$ (8,918)	\$ (8,918)
Transfer In	\$ -	\$ -	\$ 35,150	\$ 35,150
Cost of Issuance	\$ -	\$ -	\$ (72,727)	\$ (72,727)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (46,496)	\$ (46,496)
Net Change in Fund Balance	\$ -		\$ (415,416)	
Fund Balance - Beginning	\$ -		\$ 498,050	
Fund Balance - Ending	\$ -		\$ 82,633	

Chapel Creek
Community Development District
Debt Service Fund Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Amended	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 322,731	\$ 322,731	\$ 322,731	\$ -
Assessment - Prepayments	-	-	\$ 295,443	295,443
Interest	5,000	5,000	\$ 23,368	18,368
Total Revenues	\$ 327,731	\$ 327,731	\$ 641,541	\$ 313,811
Expenditures:				
Interest - 11/1	\$ 117,103	\$ 117,103	\$ 107,806	\$ 9,297
Special Call- 11/1	-	-	440,000	(440,000)
Special Call- 2/1	-	-	165,000	(165,000)
Interest- 2/1	-	-	1,495	(1,495)
Principal - 5/1	145,000	145,000	120,000	25,000
Interest - 5/1	117,103	117,103	96,878	20,225
Special Call- 5/1	-	-	125,000	(125,000)
Interest 8/1	-	-	230	(230)
Special Call 8/1	-	-	25,000	(25,000)
Total Expenditures	\$ 379,206	\$ 379,206	\$ 1,081,409	\$ (702,203)
Excess (Deficiency) of Revenues over Expenditures	\$ (51,475)		\$ (439,868)	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (51,475)		\$ (439,868)	
Fund Balance - Beginning	\$ 230,458		\$ 809,410	
Fund Balance - Ending	\$ 178,982		\$ 369,542	

Chapel Creek
Community Development District
Debt Service Fund Series 2024
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues:				
Assessments - Direct	\$ 461,869	\$ 461,869	461,869	\$ -
Assessments - Lot Closings	\$ -	\$ -	208,993	\$ 208,993
Interest	2,500	2,500	25,927	23,427
Total Revenues	\$ 464,369	\$ 464,369	\$ 696,789	\$ 232,420
Expenditures:				
Interest - 11/1	\$ 184,144	\$ 184,144	\$ 184,144	\$ -
Principal - 5/1	95,000	95,000	95,000	-
Interest - 5/1	184,144	184,144	184,144	-
Total Expenditures	\$ 463,288	\$ 463,288	\$ 463,288	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 1,081		\$ 233,501	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ 2,576	\$ 2,576
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 2,576	\$ 2,576
Net Change in Fund Balance	\$ 1,081		\$ 236,077	
Fund Balance - Beginning	\$ 185,044		\$ 662,502	
Fund Balance - Ending	\$ 186,125		\$ 898,579	

Chapel Creek
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Series	Series	Series
	2006	2021	2024
<u>Revenues</u>			
Interest	\$ 1,001	\$ 40	\$ 57,456
Developer Contributions	\$ -	\$ -	\$ 563,873
Total Revenues	\$ 1,001	\$ 40	\$ 621,330
<u>Expenditures:</u>			
Capital Outlay	\$ -	\$ -	\$ 2,497,284
Cost of Issuance Expense	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ 2,497,284
Excess (Deficiency) of Revenues over Expenditures	\$ 1,001	\$ 40	\$ (1,875,955)
<u>Other Financing Sources/(Uses)</u>			
Transfer In/(Out)	\$ (26,231)	\$ -	\$ (2,576)
Total Other Financing Sources (Uses)	\$ (26,231)	\$ -	\$ (2,576)
Net Change in Fund Balance	\$ (25,230)	\$ 40	\$ (1,878,530)
Fund Balance - Beginning	\$ 25,348	\$ 17	\$ 2,098,989
Fund Balance - Ending	\$ 118	\$ 57	\$ 220,459

Chapel Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 133,017	\$ 560,580	\$ 12,639	\$ 2,218	\$ 2,162	\$ 4,005	\$ -	\$ 4,644	\$ 13,837	\$ -	\$ -	\$ 733,103
Assessments - Direct Bill	-	-	9,411	-	4,705	-	4,705	-	-	-	-	-	18,822
Misc Income- Access Cards	1	-	-	-	120	30	90	60	-	-	90	-	391
Developer Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Income	-	-	-	-	-	444	1,660	-	1,465	1,156	998	749	6,473
Insurance Proceeds	-	-	-	-	-	-	-	-	-	-	20,232	-	20,232
Total Revenues	\$ 1	\$ 133,017	\$ 569,991	\$ 12,639	\$ 7,044	\$ 2,637	\$ 10,461	\$ 60	\$ 6,108	\$ 14,993	\$ 21,320	\$ 749	\$ 779,021

Expenditures:

General & Administrative:

Supervisors Fees	\$ -	\$ -	\$ 600	\$ -	\$ 1,000	\$ 600	\$ 800	\$ -	\$ 800	\$ 800	\$ 600	\$ 800	\$ 6,000
FICA Expense	-	-	-	-	77	46	61	-	61	61	46	61	413
District Management	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	45,000
District Engineer	-	1,022	240	2,213	-	2,069	1,593	-	-	2,828	-	-	9,965
Disclosure Report	583	583	583	583	583	583	583	583	583	583	583	583	7,000
Amortization Schedules	500	-	-	500	-	-	500	-	-	100	-	-	1,600
Trustee Fees	303	303	303	303	303	2,780	303	303	303	1,313	303	303	7,124
Property Appraiser Fee	-	-	-	-	-	150	-	-	-	-	-	-	150
Assessment Roll	792	792	792	792	792	792	792	792	792	792	792	792	9,500
Auditing Services	-	-	-	-	-	-	-	-	4,500	-	-	-	4,500
Arbitrage Rebate Calculation	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Officials Liability Insurance	249	249	249	249	249	249	249	249	249	249	249	249	2,983
Legal Advertising	-	473	-	-	-	124	-	-	-	232	-	68	897
Dues, License, & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Postage & Delivery	93	9	106	2	58	3	8	93	460	246	21	7	1,105
Copies	-	-	-	38	-	7	-	-	1	-	10	-	55
Office Supplies	1	0	0	3	0	3	0	5	12	5	1	3	33
ADA Website Compliance	1,538	-	-	-	-	-	-	-	-	-	-	-	1,538
Information Technology	118	118	118	118	118	118	118	118	118	118	118	118	1,418
District Counsel	1,220	2,118	1,123	695	1,328	1,163	1,241	604	2,699	2,807	557	1,975	17,530
Total General & Administrative	\$ 9,321	\$ 9,417	\$ 7,864	\$ 9,244	\$ 8,258	\$ 12,437	\$ 9,997	\$ 6,497	\$ 14,328	\$ 13,885	\$ 7,029	\$ 8,709	\$ 116,986

Operations & Maintenance

Field Expenditures

Field Management	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 20,000
Utility Services- Electric	517	505	537	480	490	435	395	601	585	658	630	485	6,317
Utility Services- Streetlights	7,768	7,768	7,768	7,246	7,048	7,153	7,153	7,153	7,153	7,153	7,153	7,153	87,668
Street Light Repair	-	-	-	-	-	1,441	-	-	-	813	-	-	2,254
Aquatic Maintenance	1,864	1,864	1,864	1,864	1,864	1,864	1,864	1,864	1,864	1,864	1,864	1,864	22,368
General Liability Insurance	253	253	253	253	253	253	253	253	253	253	253	253	3,032
Property Insurance	634	634	634	634	634	634	634	634	1,445	1,174	1,174	1,174	10,041
Landscape Maintenance	14,800	14,800	14,800	14,800	14,800	14,800	14,800	14,800	14,800	14,800	14,800	14,800	177,600
Field Repairs & Maintenance	3,177	619	2,359	4,748	3,437	1,352	1,046	1,587	5,090	2,467	-	2,167	28,048
Holiday Decorations	-	2,244	510	800	-	(400)	-	-	-	-	-	-	3,154
Irrigation Maintenance	-	-	-	-	-	1,389	-	1,690	-	3,577	1,123	726	8,504
Landscape Enhancements & Replacement	-	-	-	4,650	-	-	-	-	-	-	-	-	4,650
Field Contingency	-	17,334	8,007	-	-	-	6,949	-	9	-	-	-	32,298
Subtotal Field Expenditures	\$ 30,679	\$ 47,686	\$ 38,399	\$ 37,142	\$ 30,193	\$ 30,586	\$ 34,759	\$ 30,248	\$ 32,864	\$ 34,425	\$ 28,664	\$ 30,288	\$ 405,933

Chapel Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenity Expenditures													
Utility Services- Electric	\$ 706	\$ 477	\$ 476	\$ 438	\$ 469	\$ 467	\$ 474	\$ 783	\$ 693	\$ 452	\$ 637	\$ 706	\$ 6,777
Utility Services- Water & Sewer	299	340	336	322	94	50	8	245	428	275	248	320	2,966
Amenity Access Management	656	656	656	656	656	656	656	656	656	656	656	656	7,875
Amenity Maintenance & Repair	-	-	-	2,139	699	(1,070)	4,247	4,519	3,527	1,575	195	960	16,792
Janitorial Services & Pet Waste Stations	1,240	1,240	1,240	1,240	1,240	1,450	1,200	1,700	1,100	1,050	-	1,050	13,750
Pool Service Contract	1,000	1,000	1,000	1,000	1,000	1,000	-	1,000	1,000	2,120	1,800	1,800	13,720
Security	2,085	2,805	2,805	2,565	2,325	3,045	2,565	3,165	2,805	2,925	3,045	-	30,137
Internet	185	185	185	185	185	185	185	185	185	185	185	185	2,220
Pest Control Services	160	110	110	160	-	110	270	182	110	160	110	-	1,482
Miscellaneous Contingency	51	287	41	191	79	44	194	5,842	44	340	44	85	7,242
Subtotal Amenity Expenditures	\$ 6,383	\$ 7,100	\$ 6,849	\$ 8,896	\$ 6,748	\$ 5,938	\$ 9,800	\$ 18,277	\$ 10,549	\$ 9,738	\$ 6,920	\$ 5,763	\$ 102,961
Total Operations & Maintenance	\$ 37,062	\$ 54,787	\$ 45,248	\$ 46,038	\$ 36,941	\$ 36,524	\$ 44,559	\$ 48,525	\$ 43,413	\$ 44,163	\$ 35,584	\$ 36,051	\$ 508,894
Total Expenditures	\$ 46,382	\$ 64,204	\$ 53,112	\$ 55,282	\$ 45,198	\$ 48,961	\$ 54,557	\$ 55,022	\$ 57,741	\$ 58,048	\$ 42,613	\$ 44,759	\$ 625,880
Excess (Deficiency) of Revenues over Expenditures	\$ (46,381)	\$ 68,814	\$ 516,879	\$ (42,643)	\$ (38,155)	\$ (46,325)	\$ (44,096)	\$ (54,962)	\$ (51,632)	\$ (43,055)	\$ (21,293)	\$ (44,010)	\$ 153,141
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ (51,779)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (51,779)
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ (51,779)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (51,779)
Net Change in Fund Balance	\$ (46,381)	\$ 68,814	\$ 516,879	\$ (42,643)	\$ (89,934)	\$ (46,325)	\$ (44,096)	\$ (54,962)	\$ (51,632)	\$ (43,055)	\$ (21,293)	\$ (44,010)	\$ 101,362

Chapel Creek

Community Development District

Long Term Debt Report

Series 2006A Special Assessment Bonds	
Interest Rate:	5.500%
Maturity Date:	5/1/2038
Optional Redemption Date	5/1/2016
Reserve Fund Definition:	MADS
Reserve Fund Requirement:	\$24,690
Reserve Fund Balance:	\$24,690
Bonds outstanding -09/30/2019	\$9,065,000
Optional Payment 6/1/2023	(\$3,705,000)
Current Bonds Outstanding	\$5,360,000

Series 2021 Special Assessment Bonds	
Interest Rate:	2.5-3.550%
Maturity Date:	5/1/2052
Optional Redemption Date	5/1/2031
Reserve Fund Definition:	50% MADS
Reserve Fund Requirement:	\$152,894
Reserve Fund Balance:	\$152,042
Bonds outstanding -06/30/21	\$8,730,000
Mandatory Payment 5/1/2023	(\$175,000)
Optional Payment 5/1/2023	(\$375,000)
Special Call 11/1/23	(\$870,000)
Special Call 2/1/24	(\$5,000)
Mandatory Payment 5/1/24	(\$155,000)
Special Call 5/1/24	(\$615,000)
Special Call 8/1/24	(\$515,000)
Special Call 11/1/24	(\$440,000)
Special Call 2/1/25	(\$165,000)
Mandatory Payment 5/1/25	(\$120,000)
Special Call 5/1/25	(\$125,000)
Current Bonds Outstanding	\$5,170,000

Series 2024 Special Assessment Bonds	
Interest Rate:	4.625-5.8%
Maturity Date:	5/1/2054
Optional Redemption Date	5/1/2034
Reserve Fund Definition:	50% MADS
Reserve Fund Requirement:	\$461,869
Reserve Fund Balance:	\$461,869
Bonds outstanding -02/28/24	\$6,660,000
Mandatory Payment 5/1/25	(\$95,000)
Current Bonds Outstanding	\$6,565,000

SECTION C

Chapel Creek
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2025

Gross Assessments	\$	775,312.94	\$	211,764.00	\$	343,330.64	\$	1,330,407.58
Net Assessments	\$	728,794.16	\$	199,058.16	\$	322,730.80	\$	1,250,583.13

ON ROLL ASSESSMENTS

							58.28%	15.92%	25.81%	100.00%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	O&M Portion	2006 Debt Service	2021 Debt Service	Total
11/7/24	6/1/2024-11/01/2024	\$4,329.86	(\$217.53)	(\$82.25)	\$0.00	\$4,030.08	\$2,309.92	\$630.92	\$1,089.24	\$4,030.08
11/13/24	11/1/2024-11/08/2024	\$39,718.52	(\$1,588.70)	(\$762.59)	\$0.00	\$37,367.23	\$21,417.77	\$5,849.91	\$10,099.55	\$37,367.23
11/20/24	11/09/2024-11/17/2024	\$61,970.39	(\$2,478.72)	(\$1,189.83)	\$0.00	\$58,301.84	\$33,416.86	\$9,127.27	\$15,757.72	\$58,301.85
11/26/24	11/18/2024-11/21/2024	\$140,703.81	(\$5,628.06)	(\$2,701.52)	\$0.00	\$132,374.23	\$75,872.91	\$20,723.44	\$35,777.87	\$132,374.22
12/06/25	11/01/2024-11/30/2024	\$1,828.04	\$0.00	(\$41.23)	\$233.64	\$2,020.45	\$1,158.06	\$316.31	\$546.08	\$2,020.45
12/06/24	11/22/2024-11/30/2024	\$1,021,893.85	(\$40,874.95)	(\$19,620.38)	\$0.00	\$961,398.52	\$551,044.62	\$150,508.79	\$259,845.11	\$961,398.52
12/13/24	12/1/2024-12/10/2024	\$15,512.72	(\$598.19)	(\$298.29)	\$0.00	\$14,616.24	\$8,377.59	\$2,288.20	\$3,950.45	\$14,616.24
01/07/25	12/11/2024-12/31/2024	\$23,197.05	(\$695.92)	(\$450.02)	\$0.00	\$22,051.11	\$12,639.03	\$3,452.14	\$5,959.94	\$22,051.11
02/11/25	1/1/2025-1/31/2025	\$4,036.28	(\$86.88)	(\$78.99)	\$0.00	\$3,870.41	\$2,218.40	\$605.92	\$1,046.09	\$3,870.41
03/11/25	02/01/2025-02/28/2025	\$3,888.12	(\$38.89)	(\$76.99)	\$0.00	\$3,772.24	\$2,162.13	\$590.55	\$1,019.55	\$3,772.23
04/09/25	03/01/2025-03/31/2025	\$7,130.29	\$0.00	(\$142.60)	\$0.00	\$6,987.69	\$4,005.13	\$1,093.94	\$1,888.62	\$6,987.69
06/10/25	05/01/2025-05/31/2025	\$3,507.80	\$0.00	(\$70.16)	\$0.00	\$3,437.64	\$1,970.35	\$538.17	\$929.12	\$3,437.64
06/17/25	TAX CERTIFICATE SALE	\$4,759.70	\$0.00	(\$95.19)	\$0.00	\$4,664.51	\$2,673.56	\$730.24	\$1,260.72	\$4,664.52
	TAX ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,836.90	\$2,602.36	(\$16,439.26)	\$0.00
TOTAL		\$ 1,332,476.43	\$ (52,207.84)	\$ (25,610.04)	\$ 233.64	\$ 1,254,892.19	\$ 733,103.23	\$ 199,058.16	\$ 322,730.80	\$ 1,254,892.19

100%	Net Percent Collected
0	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

Clayton Property Group, Inc. 2025-01						
Net Assessments				\$480,690.29	\$18,821.54	\$461,868.75
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	Series 2024
12/20/25	10/1/24	11984	\$240,345.15	\$240,345.15	\$9,410.77	\$230,934.38
2/20/25	2/1/25	13268	\$120,172.57	\$120,172.57	\$4,705.38	\$115,467.19
3/25/25	4/1/25	15043 & 15044	\$120,172.57	\$120,172.57	\$4,705.38	\$115,467.19
\$ 480,690.29				\$ 480,690.29	\$ 18,821.53	\$ 461,868.76