

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT



DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT

**BOARD OF SUPERVISORS MEETING
JULY 5, 2016**

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT AGENDA JULY 5, 2016 at 11:00 A.M.

Offices of Rizzetta & Company, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544

District Board of Supervisors	Chip Jones Bob Bishop David Jae Adam Lerner John Blakley	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Sandy Oram	Rizzetta & Company, Inc.
District Attorney	Roy Van Wyk	Hopping, Green & Sams, P.A.
District Engineer	Tonja Stewart	Stantec Consulting Services Inc.

All Cellular phones and pagers must be turned off while in the meeting.

The District Agenda is comprised of six different sections:

The meeting will begin promptly at **11:00 a.m.** with the first section which is called **Audience Comments on Agenda Items**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called the **Business Administration** section and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 994-1001 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fifth section which is called **Audience Comments on Other Items** provides members of the audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 994-1001, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 5844 OLD PASCO ROAD • SUITE 100 • WESLEY CHAPEL, FL 33544
www.chapelcreekcdd.org

June 27, 2016

Board of Supervisors
Chapel Creek Community
Development District

Dear Board Members:

The **special** meeting of the Board of Supervisors of the Chapel Creek Community Development District will be held on **Tuesday, July 5, 2016 at 11:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the tentative agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
None
- 4. BUSINESS ITEMS**
 - A. Consideration of Forbearance Agreements (under separate cover)
 - B. Consideration of New Engagement Letter from Hopping, Green & Sams.....Tab 1
- 5. STAFF REPORT/S**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,
Sandy Oram
Sandy Oram
District Manager

cc: Roy Van Wyk, Hopping Green & Sams, PA
Tonja Stewart, Stantec Consulting

Tab 1

HOPPING GREEN & SAMS, P.A.
ATTORNEY FEE AND RETAINER AGREEMENT

I. PARTIES

THIS AGREEMENT is made and entered into by and between the following parties:

- A. CHAPEL CREEK COMMUNITY DEVELOPMENT DISTRICT ("Client")
c/o Rizzetta & Company
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544

and

- B. Hopping Green & Sams, P.A. ("HGS")
119 South Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain HGS as its attorney and legal representative for the Chapel Creek Community Development District.
- B. HGS accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

III. CLIENT FILES

The files and work product materials ("Client File") of the Client generated or received by HGS will be maintained by HGS in its regular offices. At the conclusion of the representation, the Client File will be stored by HGS in accordance with its document retention policies but held no longer than 5 years unless specifically directed otherwise by Client or unless the Client File is requested by client in which event HGS will return the Client File to Client assuming all fees and obligations established in this Agreement have been satisfied in accordance with the terms herein.

IV. FEES

- A. The Client agrees to compensate HGS for services rendered in connection with any matters covered by this Agreement according to the standard hourly billing rates for individual HGS lawyers, plus actual expenses incurred by HGS in accordance with the attached standard Expense Reimbursement Policy (**Attachment A**, incorporated herein by reference).
- B. To the extent practicable and consistent with the requirements of sound legal representation, HGS will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate as long as he or she has the requisite knowledge and experience. The standard hourly rate of Roy Van Wyk, the attorney who is expected to handle the bulk of Client's work is \$280 per hour for calendar year 2016. To minimize fees, HGS will also use associate CDD lawyers at standard hourly billing rates, which rates for calendar year 2016 range from \$225.00/hr. to \$245.00/hr.

HGS' hourly billing rates are reevaluated annually prior to the beginning of the calendar year and are subject to change each year at that time. Annually revised hourly billing rates will not be put into effect without notice to and the prior written consent of Client. Any increases in the hourly rates must be approved by Client prior to the adoption of Client's budget for the next fiscal year.

- C. HGS will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached standard Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay HGS monthly billings for expenses incurred within thirty (30) days following receipt of a statement from HGS. HGS shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for HGS to immediately withdraw from the representation without regard to remaining actions necessitating attention by HGS as part of the representation.

VI. DEFAULT

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that HGS represents a number of special districts, trustees (including U.S. Bank, National Association and Wells Fargo Bank, National Association), bondholders, and other entities throughout Florida relating to community development districts and other special districts. We have also represented and currently represent Highland Equities, Inc., and/or its related entities, in other matters not related to the District. We do not believe that any such representation creates a conflict of interest. HGS also discloses that it represents community development districts in which Client may own land now or in the future and those situations may create a conflict of interest. That said, and while in certain instances we may presently or in the future be adverse to Client or its affiliates, we reasonably believe, and by accepting this Agreement you agree, that (1) HGS will be able to provide competent and diligent representation of Client, regardless of HGS's other representations, and (2) HGS's representation of Client will not be materially limited by HGS's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with HGS's representation of various special districts, trustees, bondholders, and other entities relating to community development districts and other special districts in Florida. Moreover, should HGS be retained as District Counsel for the community development district to be established hereunder, Client acknowledges that HGS's representation of Client with respect to matters relating to such community development district shall terminate, and Client waives any existing or future conflict with respect to HGS's representation of such community development district.

VIII. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All expenses due and payable, if any, in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

IX. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by HGS and the Client. The contract formed between HGS and the Client shall be the operational contract between the parties.

X. ENTIRE CONTRACT

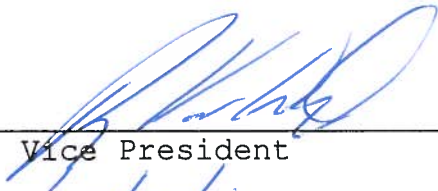
This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

CHAPEL CREEK COMMUNITY
DEVELOPMENT DISTRICT

HOPPING GREEN & SAMS, P.A.

By: _____

By:  _____
Its: Vice President

Date: _____

Date: 6/23/16

Attachment A: Expense Reimbursement Policy

HOPPING GREEN & SAMS P.A.
EXPENSE REIMBURSEMENT POLICY

The following is Hopping Green & Sams' standard expense reimbursement policy. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.25 per page (black & white) and \$.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Facsimile. Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including airfare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS approved reimbursement rate.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.