



Rizzetta & Company

Copperstone Community Development District

**Board of Supervisors'
Regular Meeting
May 2, 2023**

**District Office:
2700 S. Falkenburg Road, Suite 2745
Riverview, Florida 33578
813-533-2950**

copperstonecdd.org

COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT AGENDA

Copperstone Clubhouse located at 8145 115th Avenue East, Parrish, FL 34219

Board of Supervisors	Adam Bailey Gerard Litrenta Ryan Stulman Michael Fondario Tom Fretz	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Christina Newsome	Rizzetta & Company, Inc.
District Attorney	Mark Barnebey	Blalock Walters
District Engineer	Kyle L. Thornton, PE	Half Associates, Inc.

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

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813)-533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that 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.

COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT

District Office · Riverview, Florida · (813) 533-2950

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.copperstonecdd.org

**Board of Supervisors
Copperstone Community
Development District**

April 28, 2023

REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Copperstone Community Development District will be held on **Tuesday, May 2, 2023, at 6:30 p.m.** at the Copperstone Clubhouse located at 8145 115th Avenue East, Parrish, FL 34219. The following is the revised agenda for the meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
 - A. Aquatic Maintenance
 - 1. Presentation of Waterway Inspection Report.....Tab 1
 - 2. Consideration of Fountain Proposal.....Tab 2
 - 3. Consideration of Fountain Motor Repair Proposal.....Tab 3
 - B. District Engineer
 - 1. Consideration of Agreement for Professional Engineering Services.....Tab 4
 - C. District Counsel
 - D. District Manager
 - 1. Review of District Manager’s Report.....Tab 5
- 4. BUSINESS ITEMS**
 - A. Discussion of Signage on Ponds 9, 10, 12, 17, and 21
 - B. Discussion of Landscape
 - C. Discussion of Meeting Date Change
 - D. Consideration of HOA Cost Sharing Agreement for Landscape and Irrigation MaintenanceTab 6
 - E. Consideration of Fiscal Year 2023/2024 Proposed Budget
 - 1. Consideration of Resolution 2023-04, Approving the Fiscal Year 2023/2024 Proposed Budget and Setting the Public Hearing on the Final Budget.....Tab 7
- 5. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors Meeting held on April 4, 2023Tab 8
 - B. Consideration of Minutes of the Board of Supervisors Meeting held on March 7, 2023.....Tab 9
 - C. Consideration of Operations and Maintenance Expenditures for March 2023.....Tab 10
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We 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) 533-2950.

Sincerely,

Christina Newsome

Christina Newsome
District Manager

Tab 1



Copperstone Community Development District

Waterway Inspection Report

Reason for Inspection:
Quality Assurance

Inspection Date:
4/20/2023

Prepared for:
Copperstone
Community Development District

Prepared by:
Tom Donaghy, Service Manager
Doug Agnew, Senior Environmental Consultant

www.AdvancedAquatic.com
lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621



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Site Assessments

Pond 1

Comments:

Normal Growth Observed

Torpedograss and Pennywort observed and treated. Algae and Hydrilla under control.

The motor powering the floating fountain needs to be replaced. The B.O.S. has a quote for this repair work.

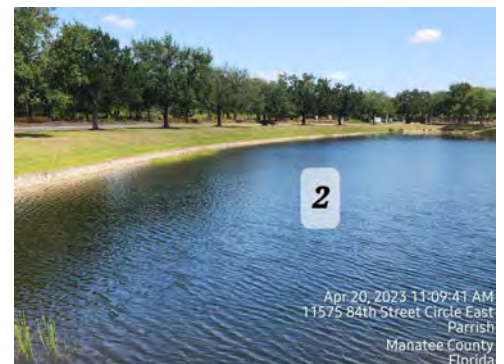


Pond 2

Comments:

Normal Growth Observed

Torpedograss and Pennywort observed and treated.



Site Assessments

Pond 3

Comments:

Normal Growth Observed

Treated Torpedograss with selective herbicide within and around the native beneficial aquatic plants.

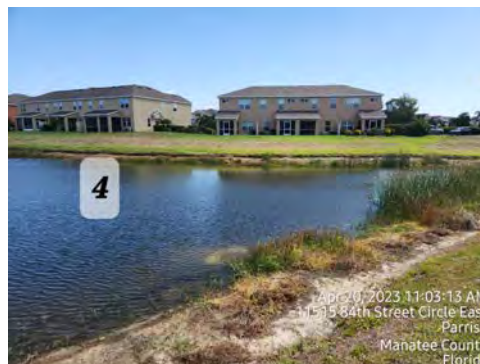


Pond 4

Comments:

Treatment In Progress

Beginning applications with a selective herbicide to treat Torpedograss and Alligatorweed within and around the native beneficial aquatic plants.



Site Assessments

Pond 5

Comments:

Site Looks Good

Trace amounts of Torpedograss observed and treated.



Dry Retention Area 6

Comments:

Normal Growth Observed

Torpedograss observed and treated.
Keeping out flow structure free of any obstruction.



Site Assessments

Dry Retention Area 7

Comments:

Normal Growth Observed

Torpedograss observed and treated.



Pond 8

Comments:

Site Looks Good

Trace amounts of Torpedograss observed and treated.



Site Assessments

Pond 9

Comments:

Treatment In Progress

Slender Spikerush, Algae and Torpedograss observed and treated.



Pond 10

Comments:

Normal Growth Observed

Algae observed and treated.





Site Assessments

Pond 11

Comments:

Site Looks Good

Trace amounts of Torpedograss observed and treated.



Pond 12

Comments:

Normal Growth Observed

Algae observed and treated.



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Site Assessments

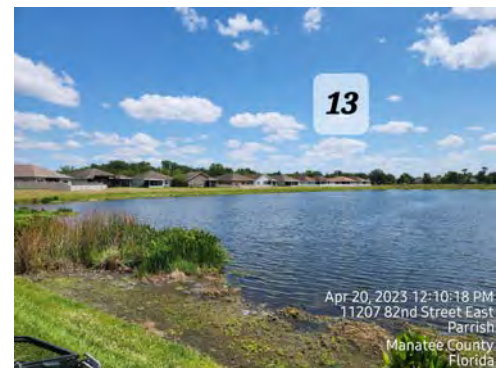
Pond 13

Comments:

Treatment In Progress

Torpedograss and Alligatorweed observed and treated.

Pockets of native beneficial aquatic plants noted.



Pond 14

Comments:

Treatment In Progress

Alligatorweed treatments still responding well. Alligatorweed is defoliated. Will begin specialized treatments to decompose what is left of the Alligator Weed within the native beneficial aquatic plants.

Hand pulled about 90% of the decomposed Alligatorweed.



Site Assessments

Pond 15

Comments:

Normal Growth Observed

Algae observed and treated.



Dry Retention Area 16

Comments:

Site Looks Good

Retention area clear of any obstruction.



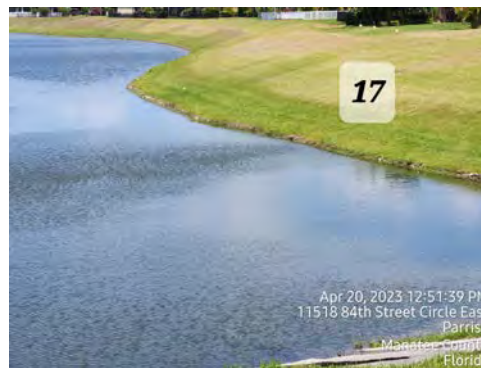
Site Assessments

Pond 17

Comments:

Normal Growth Observed

Torpedograss and Hydrilla observed and treated.



Pond 18

Comments:

Site Looks Good

Trace amounts of Algae and Torpedo grass treated.



Site Assessments

Pond 19

Comments:

Normal Growth Observed

Algae and Torpedo grass observed and treated.

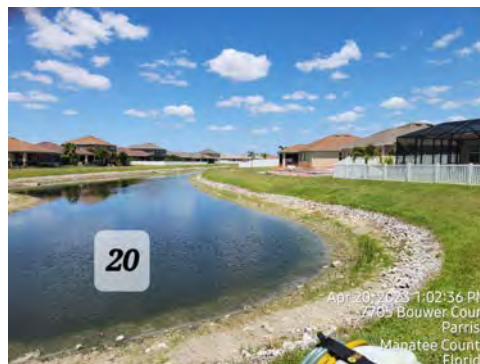


Pond 20

Comments:

Normal Growth Observed

Torpedo grass observed and treated.



Site Assessments

Pond 21

Comments:

Normal Growth Observed

Torpedograss and Algae observed and treated.

Pockets of native beneficial aquatic plants noted.



Pond 22

Comments:

Normal Growth Observed

Torpedograss observed and treated.

Pockets of native beneficial aquatic plants noted.



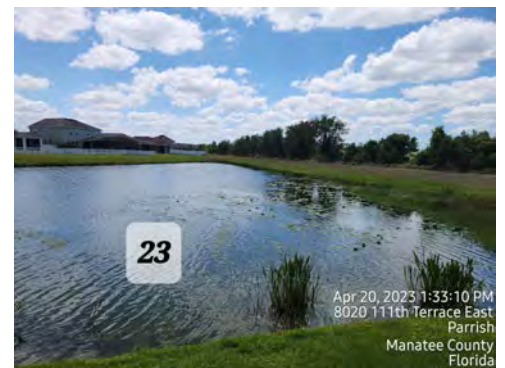
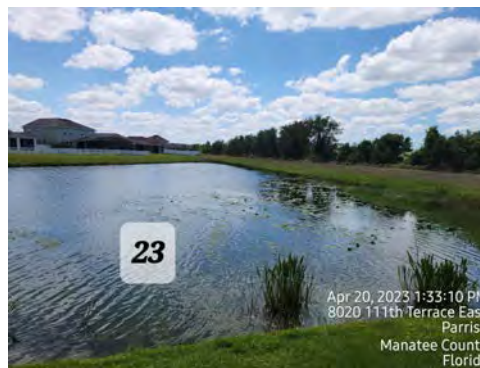
Site Assessments

Pond 23

Comments:

Normal Growth Observed

Spatter Dock, Torpedograss and Pennywort observed and treated.



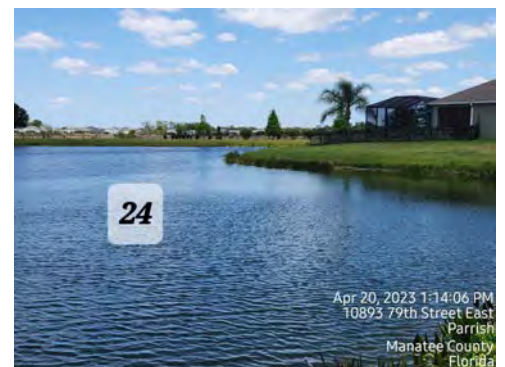
Pond 24

Comments:

Normal Growth Observed

Trace amounts of Torpedograss observed and treated.

Pockets of native beneficial aquatic plants noted.



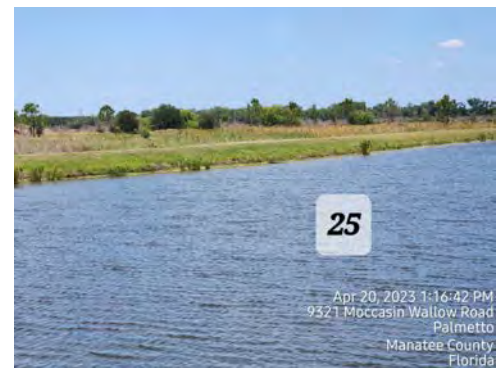
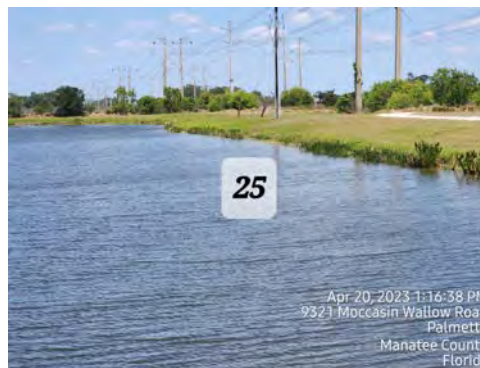
Site Assessments

Pond 25

Comments:

Site Looks Good

Trace amounts of Algae and Torpedo grass treated.



Littoral Area 26

Comments:

Site Looks Good

Keeping 10 ft swath around site so water may flow properly.





Management Summary/Recommendations

Alligator Weed treatments are responding well. Will perform additional specialized applications that will help drop the defoliated stems.

Many pond levels are low at present time causing some Algae blooms.

We have been checking all ponds at Copperstone CDD in between scheduled visits to ensure no issues are arising and treating as soon as possible.

Advanced Aquatic continue to be proactive and diligent in treatments especially with warmer air and water temperatures and lack of rain. The onset of the rainy season should bring all of the pond levels back to normal.

Estimates for the fountain repair within pond #1 (entrance off of Moccasin Wallow Road) and an appropriately sized replacement fountain for pond #8 (Clubhouse) have been presented.

Fountain within pond #14 (near Erie Gate entrance) will be re-inspected on 4/27/23.

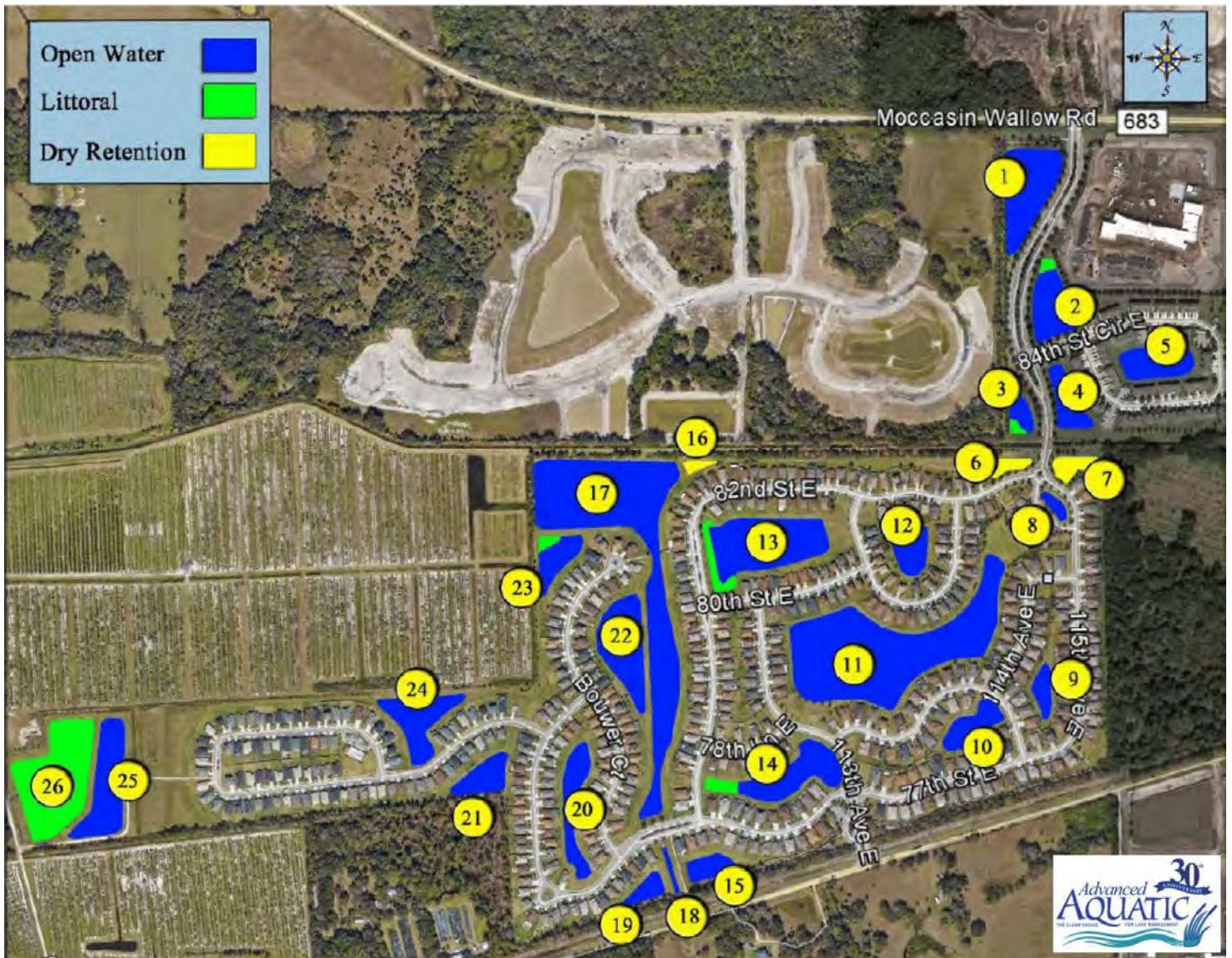
Fountain within pond #2 is currently functioning.

The entire team at Advanced Aquatic is thankful to be of service to the Copperstone community!

www.AdvancedAquatic.com
lakes@advancedaquatic.com

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Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
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Map



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Tab 2



Fountain Proposal

For

Copperstone CDD

Pond #8



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292 S. Military Trail – Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa

1-800-491-9621

Airmax EcoSeries Floating Fountain



- Easy to Install, No Tools Required
- Asynchronous Water Cooled Motor, Silicon Carbide (SiC) Shaft Bearing and Ceramic Shaft
- Energy Efficient, Fully Sealed Motor. 5.8A, 696W @ 120V, UL - Listed
- Stainless Steel Suction Screen & Body
- Engineering Grade Plastic Discharge & Nozzle Parts
- Operates in as Little as 24" of Water Depth
- Includes 3 Spray Patterns, Classic, Trumpet and Crown & Trumpet, Premium Nozzles Available
- Comes standard with 100' Power Cord. Available in 150', 200', 250', 300', 350' and 400' Power Cord Lengths
- Included Control Panel for Fountain & Optional Light Kits
- EcoSeries 3 Year Warranty
- Control Panel 1 Year Warranty
- Provides aeration for ponds up to 1/4 acre, 6' deep. Larger ponds will require the addition of diffused air or multiple fountains

2. Important Safety Instructions

- Under NO circumstances should anyone enter the water with the electrical equipment plugged in and/or in operation
- **WARNING** - Risk of electric shock - This fountain is supplied with a grounding conductor and grounding-type attachment plug. To reduce the risk of electric shock, be certain that it is connected only to a properly grounded, grounding-type receptacle. This fountain has not been investigated for use in swimming pool areas.
- ALWAYS use a GFCI protected receptacle or breaker for this fountain.
- NEVER run the unit out of the water. It will damage the seals and create a dangerous situation for the operator.
- NEVER lift or drag the fountain by the power cord. Handles are provided for lifting and carrying.
- During freezing temperatures, remove fountain and store inside.
- If installing the fountain from a boat or raft ALWAYS wear a Life Guard approved personal flotation device.
- ALWAYS use a qualified electrician to install a power source next to your pond.

1. System Components



Control Panel



Trumpet



Crown & Trumpet



Classic

Spray Patterns



Power Cord w/strain relief cable attachment 100', 150', 200', 250', 300', 350' & 400'



EcoSeries™ Fountain

Bold, Beautiful Patterns & Energy Efficient



PREMIUM DISPLAYS

- Well defined, industry leading spray patterns for strong, stunning displays
- Airmax exclusive quick-change nozzles can be switched out in seconds
- Low-profile, drop-in style, float design keeps the fountain steady and balanced in the water
- Includes 3 spray patterns. Additional premium nozzles available

ENGINEERED TO LAST

- Asynchronous energy efficient motor is water cooled, powerful and built to last
- Low maintenance: No oil, seals or bearings to change
- Stainless-steel wrapped motor lead protects against animal chewing
- Power cord strain relief keeps connections secure
- Ground-fault circuit interrupter (GFCI) protection

EFFICIENT DESIGN

- Bottom-draw design pulls water from deeper in the pond for better aeration
- More performance with lower operating cost than comparable fountains
- High-quality control panels, with standard dual digital timers to accommodate fountain and lights
- Under water quick disconnect, standard with all cords
- 3-year warranty on motor and components

ADDITIONAL OPTIONS

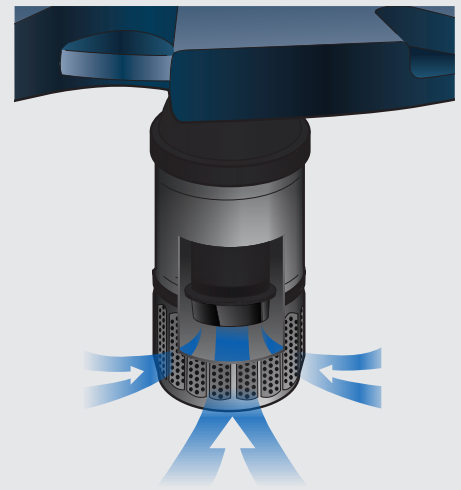
- Optional RGBW light sets bring your fountain to life at night
- Stainless-steel or Polyflex power cord protection



Top Down View of Float and Quick-Change Nozzle



Bottom-Draw Pulls Water From Deeper in the Pond



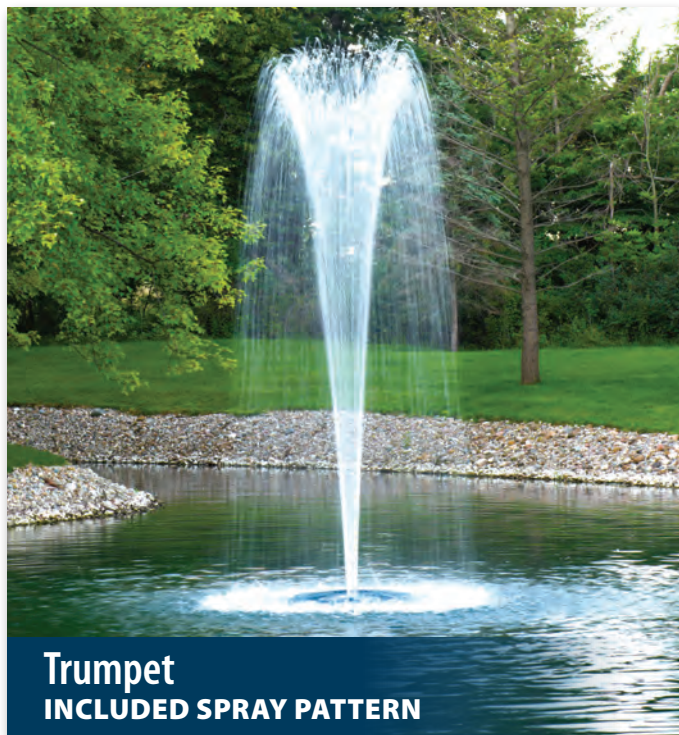
Airmax Control Panel Comes Standard with Dual Digital Timers for Both Fountain & Lights





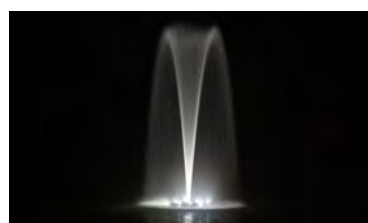
**Crown & Trumpet
INCLUDED SPRAY PATTERN**

EcoSeries Pattern Dimensions		
HP	Trumpet	Crown
1/2 HP	8' H x 4' W	4' H x 32' W



**Trumpet
INCLUDED SPRAY PATTERN**

EcoSeries Pattern Dimensions	
HP	H x W
1/2 HP	14' H x 7' W



**Classic
INCLUDED SPRAY PATTERN**

EcoSeries Pattern Dimensions	
HP	H x W
1/2 HP	6' H x 16' W





RGBW Color-Changing Lights

RF Remote with 200' Range



- Energy Efficient High Output LED, 120 Volt
- Completely Sealed, Adjustable Above Waterline Design for Low Maintenance
- All Light Sets Include Stainless-Steel Braiding on Power Lead and Between Light Fixtures
- Power Cords Come Standard with Strain Relief and Underwater Disconnect; 100' - 600' Lengths. Also Available with Stainless-Steel and Polyflex Protected Cords
- RF Remote with 200' Range is Included with All RGBW Color-Changing Light Sets
- Compatible With All Manufacturers' Fountains
- EcoSeries & PondSeries available in 2, 4 & 8 LED Light Sets
- LakeSeries Available in 9 & 12 LED Light Sets
- 3-Year Warranty



Sealed Adjustable Light Fixtures with an Easy Snap-on Design

Adjustable Color Temperature

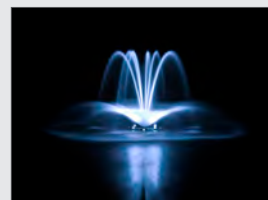
Broader range of Kelvin allows for changes from cool white to warm white, and vibrant colors to pastels.



Warm White



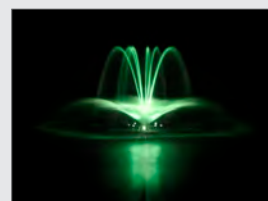
Cool White



Pastel Blue



Vibrant Blue



Pastel Green



Vibrant Green



RGBW Lights 2700-6500K



-NEW FOUNTAIN PROPOSAL-

April 6,2023

Copperstone Community Development District
c/o Rizzetta & Company, Inc.
9428 Camden Field Parkway
Riverview, FL 33578
Attn: Ms. Christina Newsome, CDD District Manager

Item Description

Advanced Aquatic shall perform the work in accordance with the following scope of services:

Supply, deliver and install one (1) Airmax EcoSeries ½ HP, 3 pattern fountain with control panel and (4) Airmax RGBW LED light set. Includes one (1) Airmax fountain cord 100' 16/3 with disconnect and one (1) fountain mooring kit 100'.




***Customer to supply 120V, 20amp outlet with rack to mount control panel within 20' of lake edge.**

Total \$4,501.50

- 1.) Advanced Aquatic Services, Inc. shall not be responsible for acts beyond its reasonable control, including but not limited to adverse soil and/or water quality, or negligence by others including inappropriate engineering or design.
- 2.) Advanced Aquatic, Services, Inc. shall not be responsible for any hydrologic issues related to the site/property.
- 3.) Pricing is subject to inventory availability.
- 4.) Invoices submitted for work completed shall be paid within 30 days of receipt.
- 5.) Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
- 6.) This proposal shall be valid for 30 days upon receipt.

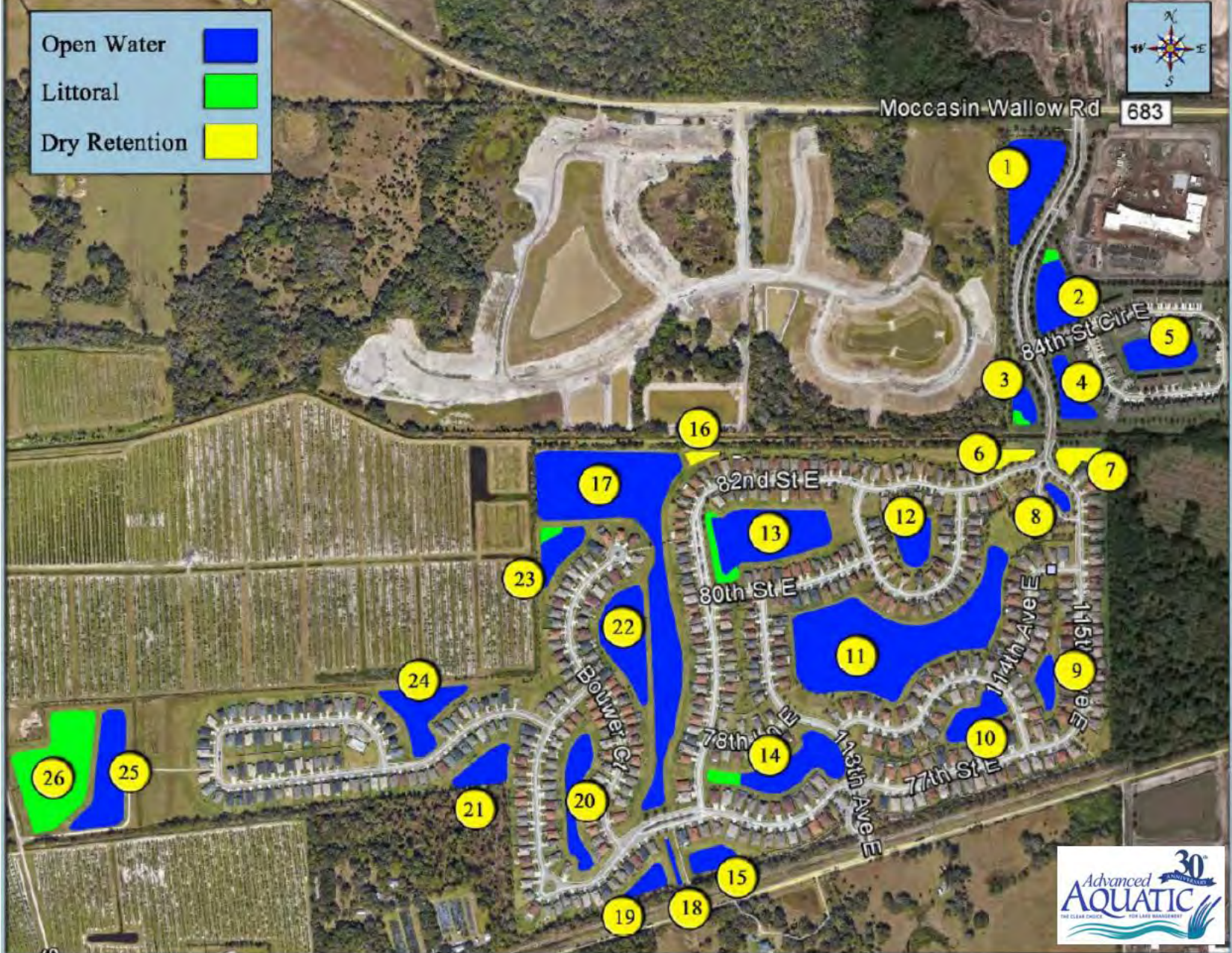
Accepted by: _____ Title: _____ Date: _____

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1-800-491-9621

Open Water	
Littoral	
Dry Retention	



Moccasin Wallow Rd 683



Tab 3



ADVANCED AQUATIC SERVICES, Inc.
-FOUNTAIN REPAIR PROPOSAL-

April 11, 2023

**Copperstone CDD
c/o Rizzetta and Company, Inc.
2700 S. Falkenburg Road, Suite 2745
Riverview, FL 33578**

Item Description

Advanced Aquatic shall perform the work in accordance with the following scope of services:

Our service technician has advised that the motor on pond #1 on the main entrance lake fountain has failed. We will need to install a new 5hp, 230v, single phase 4" motor on the lake fountain.

*We will warranty the new motor for 6 months from the date of installation.

Total \$3,861.42

- 1.) Advanced Aquatic Services, Inc. shall not be responsible for acts beyond its reasonable control, including but not limited to adverse soil and/or water quality, or negligence by others including inappropriate engineering or design.
- 2.) Advanced Aquatic, Services, Inc. shall not be responsible for any hydrologic issues related to the site/property.
- 3.) Pricing is subject to inventory availability.
- 4.) Invoices submitted for work completed shall be paid within 30 days of receipt.
- 5.) Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
- 6.) This proposal shall be valid for 30 days upon receipt.

Accepted by: _____ Title: _____ Date: _____

Tab 4



Halff Associates, Inc.
Agreement for Continuing Contact for Professional Engineering Services
Task Order 5

Ms. Christina Newsome
District Manager
Copperstone Community Development District
3434 Colwell Avenue, Suite 200
Tampa, FL 33614
cnewsome@rizzetta.com

Date: April 24, 2023

**Project: COPPERSTONE CDD
DESIGN BUILD RFP PREPARATION FOR POND REMEDIATION**

Site Location:

County: Manatee State: Florida
Latitude: 27.588 Longitude: -82.443

Dear Ms. Newsome:

Services: The following tasks that have been requested in connection with the above project are considered to be beyond the original scope of work and our original Agreement dated November 19, 2021.

Scope: Pursuant to the discussion with the CDD Board, the Board determined that the District would like to pursue a "Design Build" Request For Proposal (RFP) for soliciting a contractor to provide remediation of the stormwater pond slopes within the community. This Task Order is for coordination with the District Manager and District Attorney to prepare RFP documents for Board review and approval. Upon Board Approval, coordinate with the District Manager to facilitate advertising the official RFP. Depending upon the questions, responses and interest in the RFP, additional fee approval may become necessary. No engineering design, engineering calculations, construction plans or other engineering documents are expected or included. No safety enhancements nor liability mitigating efforts are included in this Task Order.

Method of Billings/Payments: \$10,000.00 Estimated Total for Hourly Services

Hourly Services will be invoiced monthly based on the individual salary costs times 2.3 to cover overhead and profit (salary costs include the individual's raw labor cost and fringe benefit costs). Hourly Fees do not include Reimbursable Expenses directly associated with this project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs). Reimbursable Expenses will be invoiced at their direct cost-plus fifteen percent (15%) for handling but will not exceed \$500.00 without authorization.

Schedule: Upon receipt of a fully executed copy of this Task Order, Halff shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder.

Additional Service Request Fees: This Agreement constitutes our understanding of the required Additional Services and our relationship under this project, and may only be modified in writing, signed by both parties. All other terms and conditions contained in our original Agreement signed by the Parties and/or dated November 19, 2021, and any/all amendments relating thereto and executed by the Parties since the said date will remain in effect. The signature below authorizes the work herein described and does so on behalf of the Signatory and on behalf of the Owner of the land or property upon which the work is to be performed and warrants that he/she has authority to sign this Agreement on behalf of the Signatory and on behalf of the Owner of the land.

Halff Associates, Inc.

Kyle L. Thornton, PE Date
Vice President
Halff Associates, Inc.

Bruce T. Kaschyk, AICP Date
Sr. Vice President
Halff Associates, Inc.

ACCEPTED BY:

CLIENT SIGNATURE Date

Typed/Printed Name and Title

Tab 5



Rizzetta & Company

May 2

District Manager's Report

2023

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UPCOMING DATES TO REMEMBER

- **Next Meeting:** June 6, 2023
Public Hearing: 1. Rules of Procedure
2. Proposed Budget FY 2023-2024
- **Next Election:** November 2024

C
D
D

	<u>3/31/2023</u>
General Fund Cash & Investment Balance:	\$386,496
Reserve Fund Cash & Investment Balance:	\$304,578
Debt Service Fund Investment Balance:	\$379,252
Total Cash and Investment Balances:	\$1,070,326
General Fund Expense Variance:	Under Budget \$33,792

RASI Reports rasireports@rizzetta.com • CDD Finance Team CDDFinTeam@rizzetta.com

1	5/17/2022	District Counsel DC	DC working with DM to finalize Rules of Procedure and process to adopt the CDD procedural rules.	In progress	Public Hearing 06/06/23	A public hearing is set for required by law prior to the adoption of the rules on April 4, 2023.
2	6/21/2022	DC/DM/DE/Crosscreek Environmental	Crosscreek Bank Restoration Warranty Inspection	In progress	4/4/23	Staff is working together to get a detailed report from Crosscreek. DC sent demand letters Jan-23 to both Crosscreek and Schappacher Engineering.
4	8/16/2022	DM	Proposals for lighting options at pedestrian bridge.	In progress	2/7/23	Transferred to HOA for further action
5	10/13/2022	DM, DE	Vehicle bridge repairs using priority list from DE	In progress	TBD	03/07/23 - Revised proposal to replace 17 boards not to exceed \$1505. Work Scheduled to begin March 13th
7	2/7/2023	DE	Drainage canal at Erie entrance - W side, N bank erosion.	In progress	3/7/23	DE will contact Manatee Co about repair options.
8	2/7/2023	DM	DM to find vendor to add clearance under skimmers and erosion control around inlets of pond control structures as noted in DE 2-7-23 pond report and work outline for ponds.	In progress	3/7/23	Requested status update and revised proposal
9	2/7/2023	DM, Advanced Aquatic	Pond vendor to chemically control any vegetation, including native, within approximately 3 feet of all control structures to reduce potential for inlet fouling.	On going	On going	04/20/23 - Per Doug, Yes, we're ensuring that all vegetation (native and invasive) is being controlled within 3' of all control structures.
10	2/7/2023	DM, Advanced Aquatic	Fountain in pond 8 is unbalanced and does not spray upright.	In progress	3/7/23	Doug Agnew will add a ticket for staff to evaluate.
11	3/7/2023	HOA	DC to send letter to resident about removing personal items on CDD property within 15 days. Junk removal service to remove if items remain; do not exceed \$500?	Pending	On going	Behind the house at 10877 79th St E, numerous items are stored on the CDD easement - large barbeque grill, standing platform, extension ladder, possibly other items. 03/07/23 - HOA to address and ask resident to remove items from CDD easement
12	3/7/2023	DM/HOA/CEPRA	Tom to work with District and HOA management to develop a plan/schedule for contract for landscaping with CEPRA	Pending	On going	Discussion still occurring.
13	3/7/2023	DM/CMS/Tom	proposal approved for \$1505 to replace 17 boards with CMS	COMPLETE	Week of March 20th	03/07/23 - Revised proposal to replace 17 boards not to exceed \$1505. Work Scheduled to begin March 13th
14	3/7/2023	/DM/HOA	Staff to work together to put together well repair and maintenance as well as repairs for well #4	Pending	Pending	
15	3/7/2023	DE / Chair	Ask DE for any feedback for temporary pond remediation efforts	Pending	On going	DE creating Task Order #5 NTE \$20k for Counsel and Engineer Fees combined.
16	3/7/2023	DM/HOA	mulch invoice audit \$31856.05	Pending	On going	Audit has begun on verifying invoices from 2020 to present. Update to be provided by June meeting.
17	4/4/2023	DM, Advanced Aquatic	Floatation Ring Replacement Proposal	Pending	On going	04/20/2023 - Per Doug, we recommend holding off on installing the new float until an option for a new smaller fountain, panel and power configuration can be priced out. We have been researching the cost estimate to bring in a power outlet to the Clubhouse Pond (#8) that will power a smaller 1/2 HP fountain. This potential new 1/2 HP fountain would serve as a replacement for the existing 5hp fountain
18						
19						
20						

Tab 6

**AGREEMENT BETWEEN COPPERSTONE MASTER ASSOCIATION, INC.,
AND COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT FOR SHARING
OF CERTAIN LANDSCAPING AND IRRIGATION MAINTENANCE COSTS**

This Agreement for Sharing of Certain Landscaping and Irrigation Maintenance Costs (the "Agreement") is made and entered into as of May 18, 2021, by and between the **Copperstone Master Association, Inc.** ("HOA"), and **Copperstone Community Development District** ("CDD").

RECITALS

WHEREAS, the HOA owns certain property within the Copperstone development and is responsible for the maintenance and repair of those certain landscape areas and the associated irrigation systems, as well as other certain areas within the Copperstone development; and

WHEREAS, the CDD also owns certain property within the Copperstone development and is responsible for the maintenance and repair of those certain landscape areas and the associated irrigation systems; and

WHEREAS, the HOA and the CDD desire to retain the same independent contractor (the "Contractor") to provide landscape and irrigation maintenance services for those certain lands within the responsibility of the HOA and CDD to accomplish unification of oversight responsibilities and ensure uniform appearance of landscaping throughout the Copperstone development; and

WHEREAS, the HOA possesses experience arranging for and supervising landscape and irrigation maintenance services within the Copperstone development; and

WHEREAS, the CDD and HOA desire to enter into an agreement to set forth the parties' respective rights and responsibilities regarding oversight and management of the Contractor's services for the CDD and HOA's collective properties (the "Landscape Areas"), as well as cost sharing related to the landscape and irrigation maintenance services for the Landscape Areas; and

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

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the HOA and CDD (collectively, referred to as the "Parties"), the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. 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. Landscape and Irrigation Maintenance Services Contract and Cost Sharing.

- A. The Parties acknowledge that it is in the best interest of the residents and property owners of the Copperstone development for the Landscape Areas to be kept in a condition reflecting the quality of the development. The HOA and CDD shall jointly enter into an agreement with a mutually acceptable Contractor to provide landscape and irrigation maintenance services for the Landscape Areas. The Landscape Areas are more particularly identified on the map attached hereto as Exhibit "A."
- B. The HOA shall coordinate with the Contractor regarding maintenance of the Landscape Areas regarding landscaping practices and procedures, and types of landscaping to be installed in the Landscape Areas. When necessary, the HOA shall consult qualified professionals relating to any unusual maintenance events related to the Landscape Areas. The CDD agrees to pay sixty percent (60%) of the cost of such consultation if this relates to both HOA and CDD property. If the consultation is only determined to be necessary or appropriate in regard to either HOA or CDD property, and not to both, then the entity for which the consultation is obtained will be responsible for the cost.
- C. Based on proper monthly invoices issued separately to the Parties by the Contractor, payment shall be made to the Contractor according to the following terms:
 - 1. The CDD shall pay for sixty percent (60%) of the general landscape and irrigation maintenance services for the Landscape Areas.
 - 2. The HOA shall pay for forty percent (40%) of the general landscape and irrigation maintenance services for the Landscape Areas.
 - 3. The CDD or HOA shall be individually and respectively responsible for any additional services performed by the Contractor that specifically only benefits a property for which the CDD or HOA is responsible for maintaining.
- D. No additional payment shall be made by the CDD to the HOA for any administrative fees or overhead costs related to this Agreement.

Section 3. Review of Proposals. Within seven (7) days after the HOA receives a proposal from the Contractor for landscape and/or irrigation maintenance services for lands within the Copperstone development, affecting both the CDD and HOA property or

only CDD property, including the Landscape Areas, the HOA shall provide a copy of the proposal to the CDD's District Manager. If the total amount for any such proposal exceeds sixteen thousand, five hundred and 00/100 dollars (\$16,500.00), the HOA shall obtain the CDD's approval before authorizing the Contractor to perform the work in said proposal. It is understood and agreed that this section only applies to new proposals for services and not to any tri-party agreement between the HOA, CDD and the Contractor for landscaping and irrigation services.

Section 4. Inspection of Records. Upon request, the Parties agree to make their respective books and records related to this Agreement available to each other for review at a reasonable time and place.

Section 5. Termination. The CDD and HOA shall each have the right to terminate this Agreement upon thirty (30) days written notice with or without cause. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination. Any termination of this Agreement will be without prejudice to the interests of the other party as to any existing agreements for landscaping services being provided jointly to the CDD and the HOA. Any such agreements must be terminated in accordance with their terms.

Section 6. Negotiation at Arm's Length. This Agreement has been fully negotiated between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be construed or interpreted against any Party.

Section 7. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties hereto.

Section 8. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 9. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be mailed by certified mail, and also provided at the same time by email to the parties, as follows:

If to HOA:	Copperstone Master Association, Inc. Attn: HOA Property Manager 8145 115th Ave E Parrish, FL 34219 E-mail:
------------	------------------------------------------------------------------------------------------------------------------------

If to CDD: Copperstone Community Development District
Attn: Matthew Huber, District Manager
9428 Camden Field Parkway
Riverview, FL 33578
E-mail: mhuber@rizzetta.com

With a copy to: Andrew H. Cohen, Esq.
Persson, Cohen & Mooney, P.A.
6853 Energy Court
Lakewood Ranch, FL 34240
E-mail: acohen@swflgovlaw.com

Section 10. Applicable Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue for any dispute hereunder to be in Manatee County, Florida.

Section 11. Term. This Agreement shall become effective as of the date of execution by the last signing Party and remain in effect unless otherwise terminated by either Party in accordance with this Agreement.

Section 12. Enforcement. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance, in addition to the recovery of attorney's fees by the prevailing party, incurred both prior to and in connection with any dispute resolution procedures. In the event of a dispute under this Agreement the Parties shall attempt to resolve this by negotiation, and if this is not successful then mediation shall be required, except in emergency circumstances, before either Party files an action in the appropriate Court in Manatee County. In the event of any dispute arising under the provisions of this Agreement that cannot be resolved through negotiations, upon the request of either party, each party shall suggest one mediator who is certified to mediate circuit court disputes in Manatee County, and if the parties cannot agree on a mediator, then the two mediators suggested by the parties shall select a neutral third mediator to conduct the mediation. The mediation shall be conducted in accordance with rules agreed upon by the parties, and to the extent not in conflict with such rules or if no rules are agreed upon, the Rules established under the Florida Statutes for court-ordered mediations, and the rules established by the mediator shall apply. If any mediation cannot be completed within 45 days from a demand for mediation, either party may declare an impasse and pursue remedies in Court. Emergency or temporary relief may be sought in Court at any time if needed.

Section 13. Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party. Any purported assignment without such approval shall be void.

Section 14. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD 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, and 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 15. Binding Effect; No Third-Party Beneficiaries. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the Parties. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal Party hereto. 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 provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

Section 16. Entire Agreement. This Agreement constitutes the final and complete expression of the agreement between the Parties relating to the subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements, and obligations are merged into this Agreement and superseded by its delivery.

Section 17. Public and Official Records. CDD understands and agrees that all documents of any kind provided to the HOA in connection with this Agreement may be official records of the HOA under Chapter 720 of the Florida Statutes, and shall be treated as such in accordance with Florida law.

Pursuant to applicable Florida law, the HOA's records associated with this Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The HOA agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the CDD in order to perform the services under this Agreement by doing the following: upon the request of the CDD's Custodian of Public Records, providing the CDD with copies of or access to public records on the same terms and conditions that the CDD would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring 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 the term of this Agreement and following completion of the Agreement if the HOA does not transfer the records to the CDD; and upon completion of the Agreement by transferring, at no cost, to the CDD all public records in possession of the HOA or by keeping and maintaining all public records required by the CDD to perform the services. If the HOA transfers all public records to the CDD upon completion of the Agreement, the HOA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the HOA keeps and maintains public records upon completion of the

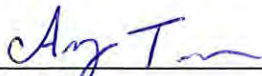
Agreement, the HOA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CDD, upon request from the CDD's Custodian of Public Records, in a format that is compatible with the information technology systems of the CDD.

IF THE HOA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HOA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CDD'S CUSTODIAN OF PUBLIC RECORDS, MATTHEW HUBER, AT RIZZETTA & COMPANY, 9428 CAMDEN FIELD PARKWAY, RIVERVIEW, FL 33578, 813-533-2950, OR MHUBER@RIZZETTA.COM.

Section 18. Hold Harmless. To the extent permissible under Florida law and without waiving its sovereign immunity, the CDD agrees to hold harmless and indemnify the HOA, as well as its officers, directors, agents, employees, and members from any claims or losses, including attorney's fees, arising out of or relating to the services provided by the HOA in connection with the administration of any agreements for landscaping services being provided to the CDD, unless such claims or losses are a result of intentional misconduct or gross negligence on the part of the HOA. The HOA agrees to hold harmless and indemnify the CDD, as well as its officers, directors, agents, employees, and members from any claims or losses, including attorney's fees, arising out of or relating to this Agreement, unless such claims or losses are a result of intentional misconduct or gross negligence on the part of the CDD.

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

Copperstone Master Association, Inc.




Signature

Name: Amy Tran

Title: President

Date: 5-18-21

Copperstone Community Development District



Signature

Name: Berara Litrenta

Title: VICE CHAIRMAN

Date: 5-18-21

EXHIBIT "A"
MAP OF LANDSCAPE AREAS

Copperstone

- ☆ Truck and Trailer / Equipo
- ★ Color / Focal Areas / área de Focal
- ↔ Small Mower / Pequeña Máquina
- ↔ Medium Size Mower / Medio Máquina
- ↔ Large Size Mower / Grande Máquina
- ↔ String Trimmer / Wiro Trimer
- ➔ Path of Motion / Camino de Movimiento
- Section 1 Outline / Sección Uno
- Section 2 Outline / Sección Dos
- Section 3 Outline / Sección Tres
- Section 4 Outline / Sección Cuatro



Copperstone

- ☆ Truck and Trailer / Equipo
- ★ Color / Focal Areas / área de Focal
- ↔ Small Mower / Pequeña Máquina
- ↔ Medium Size Mower / Medio Máquina
- ↔ Large Size Mower / Grande Máquina
- ↔ String Trimmer / Wiro Trimer
- ➔ Path of Motion / Camino de Movimiento
- Section 1 Outline / Sección Uno
- Section 2 Outline / Sección Dos
- Section 3 Outline / Sección Tres
- Section 4 Outline / Sección Cuatro





Proposal
PO Box 865
Oakland, FL 34760
407-287-5622
CepraLandscape.com

ADDRESS
Copperstone Master Association (HOA-40%) 8145 115th Avenue E Parrish, FL 34219

PROPOSAL #	DATE
28781 (v. 0)	01/16/2023

DESCRIPTION	
At Well #4, replace the pump: (78th St. East & 113th Ave. East) 5 HP - Grundfos 230V 3 PH 208V-230V Submersible Motor, 5 HP - Grundfos 77S50-10 SS Submersible Pump 5 HP Smartflo 50, 2" - Galvanized TNC 84 10-3 DJ Wire 10-3 W/G - DJ Submersible Pump Wire W/ Ground (Per Ft) & 5 x 2 S.S. Well Seal Misc Fee Misc Fittings. Quote is for 'worst-case' scenario, any unnecessary items will be removed prior to invoicing. Not to exceed \$18,000.	\$17,794.57

George Terris II (HOA President) 04/12/23

ON HOLD
Pending COD
approval

Tab 7

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED PRELIMINARY 2023/2024 BUDGET AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Copperstone Community Development (“District”) was established by the Manatee County Commission, Florida; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of the Copperstone Community Development District (the “Board”) the proposed operating budget for the Country Club Fiscal Year 2023/2024 (“Proposed Budget”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager to the District Budget to provide a budget for the operation, maintenance, and capital improvement of the District for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____

HOUR: 6:00PM

LOCATION: Copperstone Community Development District Clubhouse
8145 115th Avenue East
Parrish, FL 34219

3. **TRANSMITTAL OF PROPOSED BUDGET AMENDMENT TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee County in accordance with Chapter 189, Florida Statutes.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, shall be posted within five (5) days after adoption, and shall remain on the website for at least two (2) years. If the District does not have its own website, the District's Secretary is directed to transmit the approved budget to the manager or administrator of Manatee County for posting on the County website.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ___ DAY OF _____ 2023.

ATTEST:

**COPPERSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A:

Exhibit A

Tab 8

MINUTES OF MEETING

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

**COPPERSTONE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Copperstone Community Development District was held on **Tuesday, April 4, 2023, at 6:58 p.m.** at the Copperstone Clubhouse located at 8145 115th Avenue East, Parrish, FL 34219. The following is the agenda for this meeting:

Present and constituting a quorum:

Adam Bailey	Board Supervisor, Chairman
Gerard Litrenta	Board Supervisor, Vice Chair
Michael Fondario	Board Supervisor, Assistant Secretary
Tom Fretz	Board Supervisor, Assistant Secretary

Also present were:

Christina Newsome	District Manager, Rizzetta & Company, Inc.
Marisa Powers	District Counsel, Blalock Walters
Doug Agnew	Representative, Advanced Aquatics
Kyle Thornton	District Engineer; Half Associates, Inc.
Geneva Roa	Representative, HOA
Lesly Candelier	Representative, HOA

Audience	Present.
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FIRST ORDER OF BUSINESS

Call to Order

Ms. Newsome called the meeting to order and conducted roll call.

SECOND ORDER OF BUSINESS

Audience Comments

An audience was present. There were audience comments made by the HOA, the HOA informed the Board that the upcoming contract renewal with the landscaping company CEPRA, is 33 months. The price will remain the same until December 2023 before an increase is added.

THIRD ORDER OF BUSINESS

Staff Reports

A. Aquatic Maintenance

1. Presentation of Waterway Inspection Report

49 Mr. Agnew presented the Waterway Inspection Report to the Board. The
50 Midge fly treatments will begin in May. There will be 3 applications, 10 days
51 apart.
52

53 **2. Consideration of Flotation Ring Replacement Proposal**
54

55 Advanced aquatics will install a site Aquamaster float for the fountain located
56 on Pond 18.
57

58 **B. District Engineer**
59

60 Kyle Thornton was present. Kyle will work with CMS Construction to create a
61 priority list for bridge repairs.
62

On a Motion by Mr. Bailey, seconded by Mr. Litrenta with all in favor, the Board of Supervisors tabled the Task Order #4 to the June meeting for discussion, for the Copperstone Community Development District.

63
64 **1. Discussion of Temporary Pond Remediation and Plan**
65

66 The signage that the Board is considering adding to Ponds 9, 10, 12, 17, 21, are
67 subject to regulations on spacing and verbiage being researched by Counsel
68 with advice from engineers to be presented at the May meeting in order to
69 discuss pricing and installation.
70

On a Motion by Mr. Fretz, seconded by Mr. Fondario with all in favor, the Board of Supervisors agreed to add signage on Ponds 9, 10, 12, 17, and 21, subject to regulations on spacing and verbiage, for the Copperstone Community Development District.

71
72 **C. District Counsel**
73

- 74 1. Public Hearing on Rules of Procedure
75 i. Consideration of Resolution 2023-03, Adopting the Rules of
76 Procedure

77 Marisa Powers was present and presented Resolution 2023-03, Resetting the
78 Date of the Public Hearing to Adopt the Rules of Procedure to June 6, 2023.
79

On a Motion by Mr. Stulman, seconded by Mr. Bailey with all in favor, the Board of Supervisors adopted Resolution 2023-02, Resetting the Date of the Public Hearing to Adopt the Rules of Procedure to June 6, 2023, for the Copperstone Community Development District.

80
81 **D. District Manager**
82

- 83 1. Review of District Manager's Report
84

85 Ms. Newsome informed the Board that the next regular meeting is scheduled for
86 Tuesday, May 2, 2023, at 6:30 p.m.
87

88 Ms. Newsome presented the District Manager's Report to the Board. She informed
89 the Board that the CDD will be holding 2 public hearings during the June meeting.
90 One to adopt the rules of procedure of the district and another to approve the
91 budget for the upcoming fiscal year.

92 **FOURTH ORDER OF BUSINESS**

**Discussion of Fiscal
Year 2023/2024 Budget**

93
94
95 The Board discussed the upcoming fiscal year budget and projects that may be upcoming.
96

97 **FIFTH ORDER OF BUSINESS**

Discussion of Pond Repair Plan

98

On a Motion by Mr. Bailey, seconded by Mr. Litrenta with all in favor, the Board of Supervisors agreed to prepare task order to prepare a RFP for pond design plans not to exceed \$20k in fees for the engineer and counsel services, for the Copperstone Community Development District.

99

On a Motion by Mr. Bailey, seconded by Mr. Fretz with all in favor, the Board of Supervisors approved the District Engineer to prepare a proposal for fieldwork to clean the control structures which will include vegetation trees and protective slats not to exceed \$2500. The Board authorized the Chair to execute the proposal outside the meeting, for the Copperstone Community Development District.

100

101 **SEVENTH ORDER OF BUSINESS**

**Consideration of Minutes of
the Regular Board held on
March 7, 2023**

102

103

104

105

The March 7, 2023, meeting minutes have been tabled. The Board would like the minutes to be redone to have more specific and clarity to be presented at the May meeting.

106

107

108 **EIGHTH ORDER OF BUSINESS**

**Consideration of Operations and
Maintenance Expenditures for
February 2023**

109

110

111

112 Ms. Newsome presented the Operations and Maintenance Expenditure for February 2023
113 to the Board.
114

114

On a Motion by Mr. Bailey, seconded by Mr. Fretz with all in favor, the Board of Supervisors ratified the Operations and Maintenance Expenditures for February 2023 (\$31,285.15), for the Copperstone Community Development District.

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118

119 **NINTH ORDER OF BUSINESS**

Supervisors Requests

120
121 There were a few Board requests. The Board would like to add discussion of landscape to
122 the May agenda, along with the coordination of District Engineer and CMS on bridge
123 repairs. Ms. Newsome will gather information from vendors and additional Staff to get
124 schedules, for changing meeting date back to the third Tuesday in the month. Ms.
125 Newsome will also ask Counsel what the procedure is for extended meetings and what
126 happens if the time limit is exceeded.

127
128 **TENTH ORDER OF BUSINESS**

Adjournment

129

On a Motion by Mr. Fretz, seconded by Mr. Litrenta, with all in favor, the Board of Supervisors agreed to adjourn the meeting at 9:54 p.m., for the Copperstone Community Development District.

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134 _____
Assistant Secretary

Chairman/Vice Chairman

Tab 9

MINUTES OF MEETING

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

**COPPERSTONE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Copperstone Community Development District was held on **Tuesday, March 7, 2023, at 7:02 p.m.** at the Copperstone Clubhouse located at 8145 115th Avenue East, Parrish, FL 34219. The following is the agenda for this meeting:

Present and constituting a quorum:

Adam Bailey	Board Supervisor, Chairman
Gerard Litrenta	Board Supervisor, Vice Chair
Michael Fondario	Board Supervisor, Assistant Secretary
Ryan Stulman	Board Supervisor, Assistant Secretary
Tom Fretz	Board Supervisor, Assistant Secretary

Also present were:

Christina Newsome	District Manager, Rizzetta & Company, Inc.
Mark Barnebey	District Counsel, Blalock Walters
Doug Agnew	Representative, Advanced Aquatics
Trace Swartz	Representative, CEPRA
Rob Ferrante	Representative, CEPRA

Audience **Present.**

FIRST ORDER OF BUSINESS

Call to Order

Ms. Newsome called the meeting to order and conducted roll call.

SECOND ORDER OF BUSINESS

Audience Comments

An audience was present. There were no audience comments.

THIRD ORDER OF BUSINESS

Staff Reports

A. Aquatic Maintenance

1. Presentation of Waterway Inspection Report

Mr. Agnew presented the Waterway Inspection Report to the Board

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B. District Engineer

Not present, not report was given.

C. Landscape

CEPRA reps agreed to mowing around the ponds if the area is dry. They also informed the Board that the work previously approved by the HOA, will begin soon.

D. District Counsel

1. Presentation of RFP for District Management Services

Mr. Barnebey was present and presented the Request for Proposals for District Management Services.

On a Motion by Mr. Stulman, seconded by Mr. Bailey with all in favor, the Board of Supervisors adopted Resolution 2023-02, Setting the Public Hearing for the Rules of Procedure, the date is set for April 4, 2023, for the Copperstone Community Development District.

E. District Manager

1. Review of District Manager's Report

Ms. Newsome presented the District Manager's Report to the Board.
Ms. Newsome informed the Board that the next regular meeting is scheduled for Tuesday, April 4, 2023, at 6:30 p.m.

FOURTH ORDER OF BUSINESS

**Discussion of Vehicular
Bridge Repairs**

On a Motion by Mr. Bailey, seconded by Mr. Fretz, with all in favor, the Board of Supervisors accepted the revised proposal from CMS to replace the 17 boards on the vehicular bridge, not to exceed \$1505, for the Copperstone Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Floatation Ring
Replacement Proposal**

There was no action taken on the Floatation Ring Replacement Proposal. Discussion ensued regarding the Floatation Ring Replacement Proposal. The board gave direction that this is something that needs to get done.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2023-02, Setting a Public Hearing Date for Amendments to Rules of Procedure

88 The Board adopted Resolution 2023-02, Setting a Public Hearing Date for Amendments to
89 Rules.
90

On a Motion by Mr. Bailey, seconded by Mr. Stulman with all in favor, the Board of Supervisors adopted Resolution 2023-02, Setting a Public Hearing Date for Amendments to Rules of Procedure, for the Copperstone Community Development District.

91
92 **SEVENTH ORDER OF BUSINESS** **Presentation of Rules**
93 **of Procedure**
94
95 Mr. Barnebey presented the Rules of Procedure to the Board. The public hearing is
96 set for the next board meeting held on April 4, 2023.
97

98 **EIGHTH ORDER OF BUSINESS** **Discussion of Budget for Fiscal**
99 **Year 2022-2023**
100
101 The Board discussed the budget for fiscal year 2023-2024, including major projects such as
102 the bridge and pond bank repairs.
103

104 **NINTH ORDER OF BUSINESS** **Discussion of Temporary**
105 **Pond Remediation**
106
107 The Board discussed the temporary pond remediation. Staff will work together to address
108 the temporary pond remediation issues.
109

110 **TENTH ORDER OF BUSINESS** **Consideration of Minutes of**
111 **the Regular Board held**
112 **on January 3, 2023**
113
114 There were a few changes to the minutes on lines 52 and lines 96-97. On line 52, insert
115 "work is scheduled for March." On lines 96-97, the sentence needs more clarification.
116

On a Motion by Mr. Bailey, seconded by Mr. Fondario with all in favor, the Board of Supervisors approved the amended minutes of the Board of Supervisors' meeting held on March 7, 2023, for the Copperstone Community Development District.

117
118 **ELEVENTH ORDER OF BUSINESS** **Consideration of Operations and**
119 **Maintenance Expenditures for**
120 **January 2023**
121
122 Ms. Newsome presented the Operations and Maintenance Expenditures for
123 January 2023.
124

On a Motion by Mr. Bailey, seconded by Mr. Litrenta with all in favor, the Board of Supervisors approved the Operations and Maintenance Expenditures for January 2023 (\$41,878.04), for the Copperstone Community Development District.

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TWELFTH ORDER OF BUSINESS

Supervisors Requests

Mr. Bailey would like to discuss the invoice received from HOA for mulch in the amount of \$31,856.05. He also requests landscape to let the shrubs around the lift station to create a buffer for protection.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Fretz, seconded by Mr. Fondario, with all in favor, the Board of Supervisors agreed to adjourn the meeting at 9:07 p.m., for the Copperstone Community Development District.

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Assistant Secretary

Chairman/Vice Chairman

Tab 10

COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures March 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2023 through March 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$ **36,687.31**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Copperstone Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2023 Through March 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Advanced Aquatic Services, Inc.	100101	10548511	Monthly Lake Maintenance 03/23	\$2,480.00
Blalock Walters, P.A.	100106	44351-000-15	Legal Services through 02/28/23	\$4,539.40
Blalock Walters, P.A.	100099	44351-002-2	Legal Services through 01/30/23	\$5,900.15
Blalock Walters, P.A.	100107	44351-002-3	Legal Services through 02/28/23	\$390.00
Cepra Landscape, LLC	100102	TPA1861	Landscape Maintenance 03/23	\$9,945.00
Cepra Landscape, LLC	100108	TPA1937	Work Order 03/23	\$189.00
Cepra Landscape, LLC	100108	TPA1938	Work Order 03/23	\$480.00
Genesis Halff, Inc.	100103	10091313	Engineering Services Through 02/19/23	\$3,788.32
Peace River Electric Cooperative, Inc.	20230405-1	Electric Summary 01/23 Auto Draft	Electric Summary 01/23	\$943.14
Rizzetta & Company, Inc.	100100	INV0000077981	District Management Fees 03/23	\$3,991.67
U.S. Bank	100104	6805119	Trustee Fees Series 2020 01/01/23-12/31/23	<u>\$4,040.63</u>

Report Total

\$36,687.31