



Rizzetta & Company

Copperstone Community Development District

**Board of Supervisors' Regular Meeting
October 3, 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	Chair Vice Chair 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	Halff 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.

**Board of Supervisors
Copperstone Community
Development District**

September 26, 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, October 3, 2023, at 6:30 p.m.** at the Harrison Ranch Clubhouse located at 5755 Harrison Ranch Blvd, Parrish, FL 34219. The following is the final 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
 - B. District Engineer**
 1. Pond Certification Update.....Tab 2
 2. Discussion of Temporary Pond Remediation
 3. 115th Street Drainage Update
 - C. District Counsel**
 1. Public Hearing on the Rules of Procedure
 - I. Consideration of Resolution 2024-01,
Adopting the Rules of ProcedureTab 3
 - D. District Manager**
 1. Review of District Manager's Report.....Tab 4
 2. Update on Mulch Audit
- 4. BUSINESS ITEMS**
 - A. CEPRA Landscape Renewal Update.....Tab 5**
 - B. County Grant Update**
 - C. Vehicular Bridge Update**
 - D. Consideration of EGIS Insurance Renewal.....Tab 6**
 - E. Update on New District Management Agreement..... Tab 7**
 - F. Presentation of Mulch Bid..... Tab 8**
- 5. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors Meeting held on September 5, 2023.....Tab 9**
 - B. Consideration of Operations and Maintenance Expenditures for August 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:
9/20/2023

Prepared for:
Copperstone
Community Development District

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

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



TABLE OF CONTENTS

Site Assessments

Sites 1-2	2
Sites 3-4	3
Sites 5-6	4
Sites 7-8	5
Sites 9-10	6
Sites 11-12	7
Sites 13-14	8
Sites 15-16	9
Sites 17-18	10
Sites 19 -20	11
Sites 21-22	12
Sites 23-24	13
Sites 25-26	14
Management Summary/Recommendations	15
Site Map	16

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

Site Assessments

Pond 1

Comments:

Normal Growth Observed

Torpedograss and Duckweed observed and treated.

Observed nicely maintained grouping of the native aquatic plant, Spikerush.

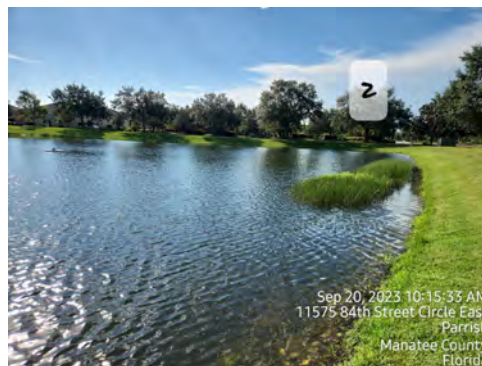


Pond 2

Comments:

Site Looks Good

Trace amount of Torpedograss observed and treated.



Site Assessments

Pond 3

Comments:

Normal Growth Observed

Torpedograss observed and treated. Will also continue with the treatment next visit with the selective aquatic herbicide (TIGR) so we may be able to treat the Torpedograss located within the native aquatic plants without damaging these native aquatic plants.



Pond 4

Comments:

Normal Growth Observed

Torpedograss and Alligatorweed observed and treated.

Small groupings of native aquatic plants Pickerelweed and Spikerush observed.



Site Assessments

Pond 5

Comments:

Site Looks Good

Trace amount of algae treated.



Dry Retention Area 6

Comments:

Normal Growth Observed

Treated for Torpedograss all the way around perimeter. Keeping out flow structure clear of any obstruction.



Site Assessments

Dry Retention Area 7

Comments:

Normal Growth Observed

Algae observed and treated.

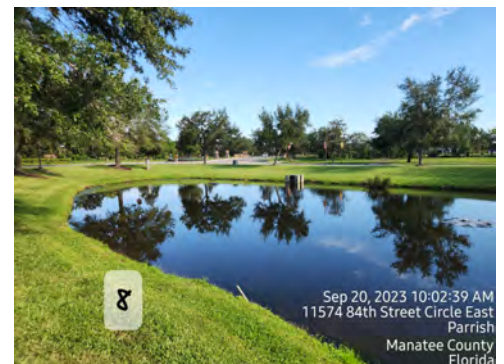


Pond 8

Comments:

Site Looks Good

Trace amount of Algae observed and treated.



Site Assessments

Pond 9

Comments:

Normal Growth Observed

Trace amount of Algae observed and treated.



Pond 10

Comments:

Site Looks Good

Trace amounts of Torpedograss observed and treated.



Site Assessments

Pond 11

Comments:

Site Looks Good

Trace amount of Algae observed and treated.



Pond 12

Comments:

Site Looks Good

Trace amount of Algae observed and treated.



Site Assessments

Pond 13

Comments:

Normal Growth Observed

Algae observed in the shallow end and treated. We will follow up every two weeks to ensure that the algae is under control.



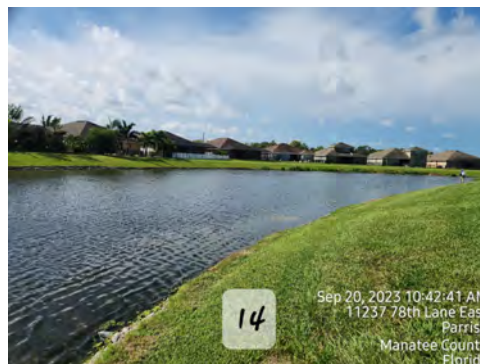
Pond 14

Comments:

Normal Growth Observed

Algae observed and treated.

Small groupings of native aquatic plants Pickerelweed and Spikerush observed.



Site Assessments

Pond 15

Comments:

Normal Growth Observed

Torpedograss observed and treated.



Dry Retention Area 16

Comments:

Normal Growth Observed

Grass observed and treated. Keeping outflow clear of any obstruction.



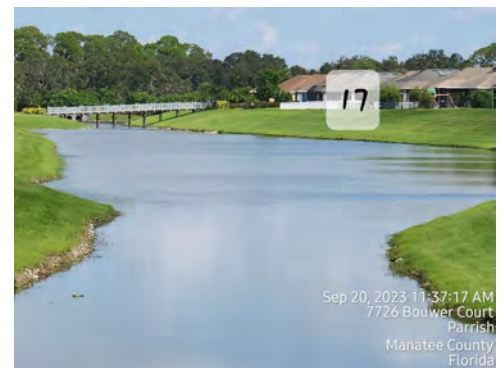
Site Assessments

Pond 17

Comments:

Site Looks Good

Torpedograss observed and treated.

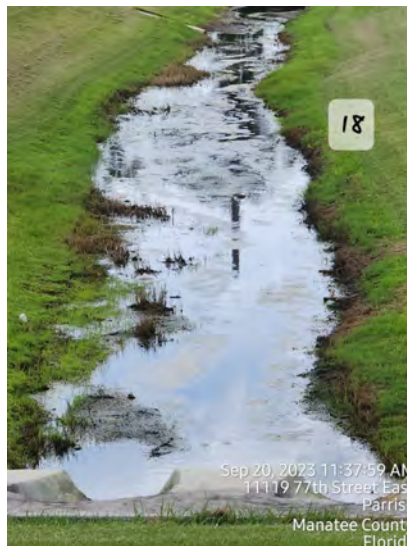


Pond 18

Comments:

Normal Growth Observed

Algae and trace amount of Duckweed observed and treated.



Site Assessments

Pond 19

Comments:

Treatment In Progress

Algae observed and treated. We observed an abundance of grass clippings in the pond that contribute to recurring algae blooms.

We will continue with Metafloc treatments to reduce Phosphorus levels so we can achieve desired results.



Pond 20

Comments:

Site Looks Good

Torpedograss observed and treated.



Site Assessments

Pond 21

Comments:

Normal Growth Observed

Trace amount of Torpdeogross observed and treated.

Observed several nicely maintained groupings of the native aquatic plant, Spikerush.

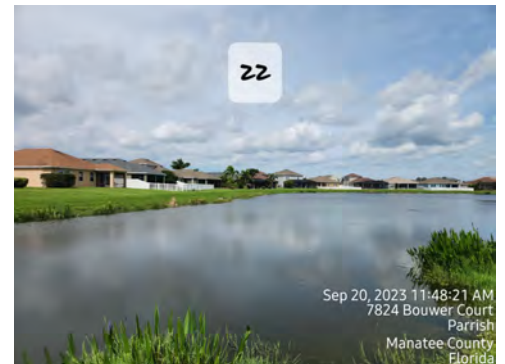


Pond 22

Comments:

Normal Growth Observed

Torpedogross observed and treated.



Site Assessments

Pond 23

Comments:

Site Looks Good

Trace amounts of Torpedograss and algae observed and treated.

Observed several nicely maintained groupings of the native aquatic plant, Spikerush.



Pond 24

Comments:

Site Looks Good

Trace amount of Torpedograss observed and treated.



Site Assessments

Pond 25

Comments:

Site Looks Good

Trace amount of Torpedo grass observed and treated.



Littoral Area 26

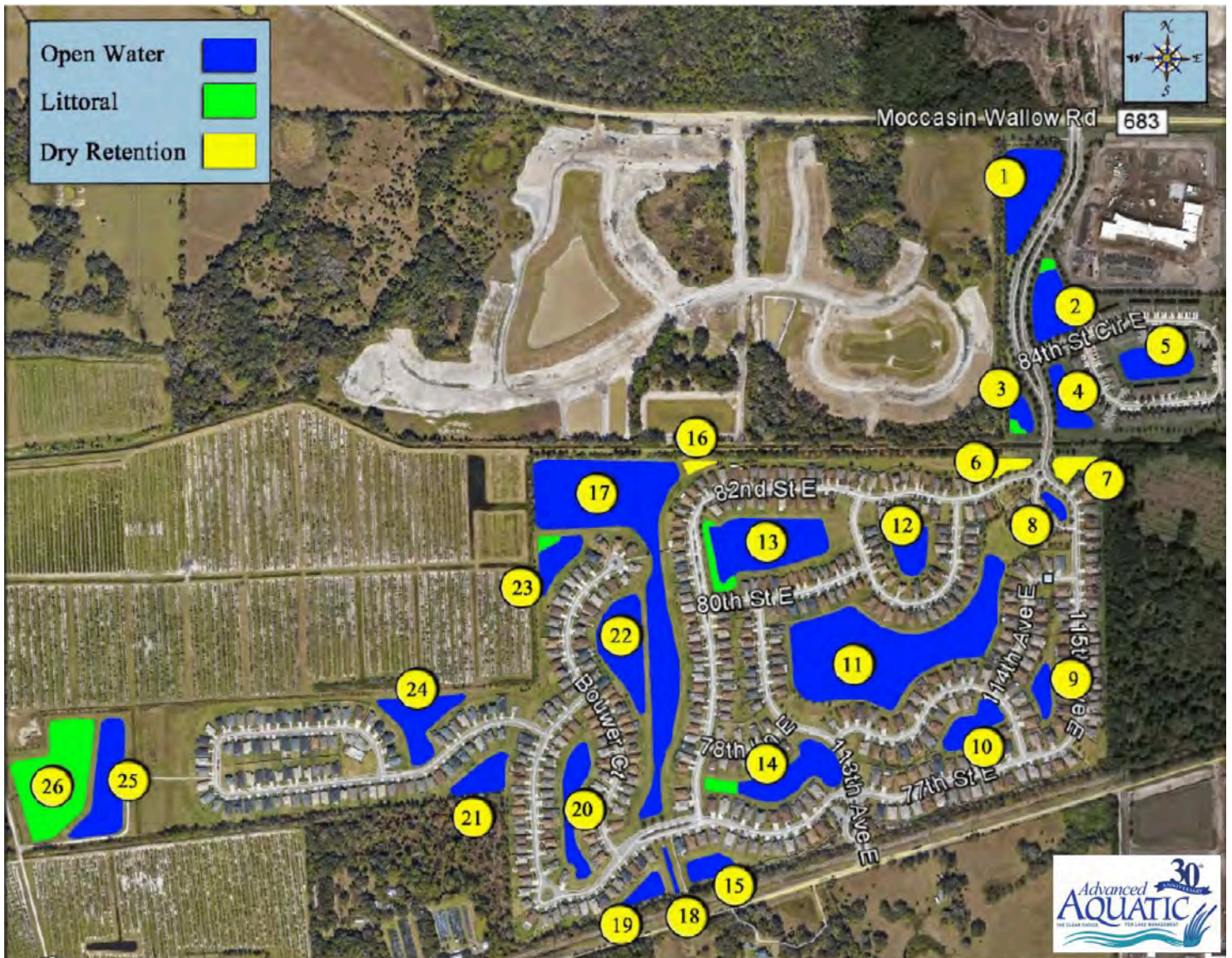
Comments:

Normal Growth Observed

Algae and Torpedo grass observed and treated. Keeping 10 to 20ft swath around entire perimeter so water can flow properly. Also keeping out flow clear of obstruction.



Map



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

Tab 2

Copperstone Pond SWFMD Phases Maintenance Schedule

Pond # - based on graphic	Pond # - based on SWFWMD Permits	Phase of pond SWFWMD	Re-Certification schedule for each permit (month/year for when it next needs re-certified)	PERMIT #
1	SWF-18	1	OCT 8 2025	43029365.001
2	SWF-17	1	OCT 8 2025	43029365.001
3	SWF-14	1	OCT 8 2025	43029365.001
4	SWF-15	1	OCT 8 2025	43029365.001
5	SWF-16	1	OCT 8 2025	43029365.001
6	SWF-22	1	OCT 8 2025	43029365.001
7	SWF-21	1	OCT 8 2025	43029365.001
8	SWF-20	1	OCT 8 2025	43029365.001
9	SWF-12	1	OCT 8 2025	43029365.001
10	SWF-11	1	OCT 8 2025	43029365.001
11	SWF-10	1	OCT 8 2025	43029365.001
12	SWF-9	1	OCT 8 2025	43029365.001
13	SWF-8	1	OCT 8 2025	43029365.001
14	SWF-7	1	OCT 8 2025	43029365.001
15	SWF-6	1	OCT 8 2025	43029365.001
16	SWF-23	1	OCT 8 2025	43029365.001
17	FCL-1	1	OCT 8 2025	43029365.001
18	FCL-2	1	OCT 8 2025	43029365.001
19	SWF-5	2A	MAY 9 2024	43029365.002
20	SWF-3	2A	MAY 9 2024	43029365.002
21	SWF-2	2A	MAY 9 2024	43029365.002
22	SWF-4	2A	MAY 9 2024	43029365.002
23	LAKE-19	2B	MAY 9 2024	43029365.003
24	SWF-1	2C	FEB 16 2026	43029365.004
25	SWF-13	2C	FEB 16 2026	43029365.004
26	FCL-3	2C	FEB 16 2026	43029365.004

Permit No.: 43029365.000
 Project Name: Valencia Groves
 Page: 2

.001 PH1
 .002 PH2A
 .003 PH2B
 .004 PH2C

I. Water Quantity/Quality

Lake No.	AREA ACRES @ TOP OF BANK	TREATMENT TYPE
Lake 1	2.24	Wet Detention
Lake 2	1.13	Wet Detention
Lake 3	1.81	Wet Detention
Lake 4	2.86	Wet Detention
Lake 5	0.81	Wet Detention
Lake 6	1.15	Wet Detention
Lake 7	3.11	Wet Detention
Lake 8	5.00	Wet Detention
Lake 9	1.31	Wet Detention
Lake 10	10.78	Wet Detention
Lake 11	1.30	Wet Detention
Lake 12	0.62	Wet Detention
Lake 13	2.99	Wet Detention
Lake 14	1.16	Wet Detention
Lake 15	1.33	Wet Detention
Lake 16	1.65	Wet Detention
Lake 17	2.00	Wet Detention
Lake 18	3.12	Wet Detention
Lake 19	1.54	Wet Detention
Lake 20	0.40	Wet Detention
Lake 21	0.88	Effluent Filtration
Lake 22	0.75	Effluent Filtration
Lake 23	0.29	Effluent Filtration
Total	48.23	

Comments: Lake No. 7 provides treatment for basins served by Lake Nos. 7, 11, and half of Lake Nos. 10 and 12. Lake No. 8 provides treatment for basins served by Lake Nos. 8, 9, and half of Lake Nos. 10 and 12. Lake No. 15 cascades into Lake No. 14. Lake No. 15 provides treatment for basins served by Lake Nos. 15 and 16. Lake No. 18 provides treatment for basins served by Lake Nos. 17 and 18.

The surface water management system is designed to include treatment and attenuation for the future school parcel located within the Valencia Groves project area and also for the future widening of Moccasin Wallow Road to a six-lane road. A formal application to modify the Environmental Resource Permit (ERP) for the master storm water system will be required together with the submittal of as-built drawings for the future school site and for the future widening of Moccasin Wallow Road. The project area for the school site is 18.67 acres and the corresponding total impervious coverage must not exceed 12.14 acres. The project area for the future widening of Moccasin Wallow Road is 5.68 acres and the corresponding total impervious coverage must not exceed 2.93 acres.

A mixing zone is not required.
 A variance is not required.



Tab 3

RESOLUTION 2024-01

**A RULE OF THE COPPERSTONE COMMUNITY
DEVELOPMENT DISTRICT ADOPTING RULES
OF PROCEDURE FOR THE BOARD OF SUPERVISORS
AND THE DISTRICT, AND PROVIDING FOR
AN EFFECTIVE DATE.**

WHEREAS, the Copperstone Community Development District (hereinafter the “District”) is a community development district created by Manatee County Ordinance 06-79 (“Charter”), pursuant to the provisions of Chapter 418, Florida Statutes; and

WHEREAS, the District is empowered under the Charter and Chapter 418, Florida Statutes to operate and manage the District property for the benefit of its residents, and in furtherance thereof to exercise the rights and privileges under the laws of the State of Florida; and

WHEREAS, the District is authorized, pursuant to the Charter and Section 418.22, Florida Statutes, to adopt and enforce appropriate rules following the procedures of Chapter 120, Florida Statutes; and

WHEREAS, the Copperstone Community Development District desires to adopt rules of procedure for the Board of Supervisors and the District.

NOW THEREFORE BE IT ADOPTED by the Copperstone Community Development District:

1. **RULES OF PROCEDURE.** The Copperstone Community Development District Board of Supervisors hereby adopts the Rules of Procedure as attached hereto as Exhibit “A”.
2. **EFFECTIVE DATE.** This Rule shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED, with a quorum present and voting, by the Board of Supervisors of the Copperstone Community Development District on this _____ day of _____, 2023.

**COPPERSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Adam Bailey, Chair

ATTESTED BY:

_____, Assistant Secretary

Exhibit "A"

Copperstone Community Development District
Rules of Procedure

COPPERSTONE

Community Development District

Rules of Procedure

**RULES OF PROCEDURE
COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT**

TABLE OF CONTENTS

	<u>Page</u>
1.0 General.....	2
1.1 Board of Supervisors; Officers and Voting.....	3
1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements	7
.....	
.....	
.....	
.....	7
1.3 Public Meetings, Hearings, and Workshops	10
2.0 Rulemaking Proceedings.....	15
3.0 Competitive Purchase	21
3.1 Procedure Under The Consultants' Competitive Negotiation Act.....	26
3.2 Procedure Regarding Auditor Selection.....	30
3.3 Purchase of Insurance	34
3.4 Pre-qualification	36
3.5 Construction Contracts, Not Design-Build.....	39
3.6 Construction Contracts, Design-Build	43
3.7 Payment and Performance Bonds.	48
3.8 Goods, Supplies, and Materials	49
3.9 Maintenance Services.....	53
3.10 Contractual Services.....	56

3.11	Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.....	57
4.0	Effective Date	60

Rule 1.0 General.

- (1) The Copperstone Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Law Implemented: §§ Chapter 189, 190, Fla. Stat. and Manatee County Ordinance 06-79

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected by resident electors must be citizens of the United States of America, residents of the State of Florida and of the District, registered to vote with the Supervisor of Elections of the county in which the District is located, and qualified. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes and Manatee County Ordinance 06-79. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected or appointed members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the

pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf upon authorization of the Board. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf upon authorization of the Board in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida and shall be in charge of the funds of the District. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members are authorized to execute agreements,

resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes. The Board or the Chairperson, or the Vice-Chairperson if the Chairperson is not available, may schedule regular meetings, special meetings or workshops for the board.

Any Board member, District Management or District Counsel may request a meeting or workshop as appropriate.

- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by Chapters

112 and 189 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary and the Board's District Counsel. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the

District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of an individual who is qualified to perform the labor. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in the section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request

of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. After the request has been fulfilled, additional payments or credits may be due.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

Law Implemented: §§ Chapter 189, 190, Fla. Stat. and Manatee County Ordinance 06-79

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) calendar days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following language: "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 (407) 383-3256. 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."
 - (e) The following language: "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."

- (f) The following language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting after discovering such mistake shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare a notice and an agenda of the meeting/hearing/workshop. The notice and agenda shall be available to the public at least seventy-two (72) hours before the meeting/hearing/workshop except in an emergency. For good cause, the agenda may be changed after it is first made available for distribution. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board’s consideration.

- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with the Florida Statutes. Once adopted in accord with the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference or Videoconference. District staff and District Counsel may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation

expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation. Attorney Client sessions other than those under Section 286, Florida Statutes, shall comply only with the requirements of Florida Statutes

Law Implemented: Chapter 189, and 190 and §§286.0105, 286.011, 286.0114, Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) calendar days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as

provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District, or has substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a

case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
 - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists that requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects

the public interest as determined by the District and otherwise complies with these provisions.

- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
 - (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
 - (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking

procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
 - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variations and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying rule will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a

rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

- (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within sixty (60) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Law Implemented: Chapters 189 and 190, Fla. Stat. and Manatee County Ordinance 06-79

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed one million dollars (\$1,000,000), for a study activity when the fee for such Professional Services to the District does not exceed fifty thousand dollars (\$50,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.
- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

- (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;

- (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Law Implemented: Chapters 189, 190, Fla. Stat. and Manatee County Ordinance 06-79

Rule 3.1 Procedure Under The Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable federal licenses in good standing, if any;
 - (b) Hold all required applicable state professional licenses in good standing;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. Consultants who provide their name

and address to the District Manager for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the

full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall

be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Law Implemented: 189, 190, 287.055, Fla. Stat. and Manatee County Ordinance 06-79

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts.

- (1) Definitions.
 - (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (b) "Committee" means the audit selection committee appointed by the Board as described in section (2) of this Rule.
- (2) Establishment of Audit Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an audit selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee should include at least three individuals, some or all of whom may also serve as members of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board.
- (3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable federal licenses in good standing, if any;
 - (ii) Hold all required applicable state professional licenses in good standing;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Understanding of scope of work;
 - (iv) Ability to furnish the required services; and
 - (v) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the

Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than July 1 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals and conditions under which the contract may be terminated or renewed. No contract shall continue, or allow the contract to be renewed, for a period of more than three years from the date of its execution. A renewal may be done without the use of the auditor selection procedures provided in this Rule, but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Law Implemented: §§ 119.0701, 218.391 Chapter 189, 190, Fla. Stat. and Manatee County Ordinance 06-79

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of

the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Law Implemented: Chapters 189, 190 and §§112.08, Fla. Stat. and Manatee County Ordinance 06-79

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

- (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold the required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

Law Implemented: Chapter 189, 190 and §§255.0525, 255.20, Fla. Stat. and Manatee County Ordinance 06-79

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list.

However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold the required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall

be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of

proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of construction services, which steps may include a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be

solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals are received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of design-build services, which steps may include a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package, and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Law Implemented: Chapters 189, 190 and §§119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat. and Manatee County Ordinance 06-79

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. Upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor shall be exempted from executing a payment and performance bond, unless specifically required by the Board.

Law Implemented: Chapter 189, 190 and §§255.05, Fla. Stat. and Manatee County Ordinance 06-79

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

- (i) Hold the required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's

purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) bids, proposals, replies, or responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials, which steps may include a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold the required applicable state professional licenses in good standing;

- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
 - (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of maintenance services, which steps may include a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.
- (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Law Implemented: §§ Chapter 189, 190, 119.0701, 287.017, Fla. Stat. and Manatee County Ordinance 06-79

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes professional or maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District. However, the Board may request competitive proposals for such services if desired.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Law Implemented: Chapters 189, 190 and §§119.0701, , Fla. Stat. and Manatee County Ordinance 06-79

Rule 3.11 Protests With Respect To Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A 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. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A 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. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (c) If disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, the Board may require any person who files a notice of protest to post a protest bond in the amount equal to 1% of the anticipated contract amount that is the subject of the protest. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.
 - (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;

- (b) Rule upon offers of proof and receive relevant evidence;
- (c) Regulate the course of the hearing, including any pre-hearing matters;
- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect or an irregularity in the competitive solicitation process, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Law Implemented: §§ Chapter 189, 190, Fla. Stat. and Manatee County Ordinance 06-79

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2023, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Law Implemented: Chapters 189, 190 Fla. Stat. and Manatee County Ordinance 06-79

Tab 4



Rizzetta & Company

October 3

District Manager's Report

2023

C
O
P
P
E
R
S
T
O
N
E

UPCOMING DATES TO REMEMBER

- **Next Meeting:** November 7, 2023 @ 630p (Harrison Ranch Clubhouse)
- **Next Election:** November 2024

<u>FINANCIAL SUMMARY</u>	<u>8/31/2023</u>
General Fund Cash & Investment Balance:	\$149,552
Reserve Fund Cash & Investment Balance:	\$307,451
Debt Service Fund Investment Balance:	<u>\$87,227</u>
Total Cash and Investment Balances:	\$910,850
General Fund Expense Variance:	Under Budget

C
D
D

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



Rizzetta & Company

UPDATES:

- Harrison Ranch is unavailable for the December 5th meeting. A new venue needs to be found will be reaching out to Rocky Bluff Branch Library.

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 10/03/23	A public hearing is set for required by law prior to the adoption of the rules on October 3, 2023
2	6/21/2022	DC/DE/Crosscreek Environmental	Bank Restoration Prject - Crosscreek Litigation	In progress	On Going	Litigation / mediation in progress, Shade Meeting held Aug 22. Board took no action
3	10/13/2022	DM, Tom	Vehicle bridge repairs using priority list from DE	In progress	Update due 10/03/23	08/22/23 - Tom Discussed the repair list with CMS, new quote received 09/05/23 - Tom will work with DM to get revised bridge quote and contact new vendors for bridge repairs 09/21/2023 - Ram Jack – 727-999-4355 - Bridge Priority list sent to the vendor. They will follow up and set up any onsite meetings as needed. 09/22 - Out of scope for Rimjack Willsonon Structural – 941-907-4789 -Not a project they can take on right now, per the branch manager Delta Engineering & Inspection - 941-727-2600 - Bridge Priority list sent to the vendor. They will follow up and set up any onsite meetings as needed. 9/22 - Spoke with Glen and he requested as builts of brusge so he could assess prior to making on on-site visit.
4	2/7/2023	DM	Drainage canal at Erie entrance - W side, N bank erosion.	In progress	Update due 10/03/23	DE contacted Manatee Co about ditch repair options. It was determined to be on CDD property and would need to be handled by the CDD. DM will research the County grant being transferred to the CDD and report to the board with any deadlines on submissions required. DM to also request bids for ditch repair options
5	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.	COMPLETE	COMPLETE	Task Order #6 is complete as of 06/13/23 and report has been sent to board members
6	2/7/2023	DM, Advanced Aquatic	Fountain in pond 8 is unbalanced and does not spray upright.	COMPLETE	COMPLETE	Evaluation done. Repair Complete
7	3/7/2023	DM/DC/HOA/CEPRA	CEPRA Landscaping Contract Renewal	Pending	On going	Discussions still occurring. Revisions and redlines have been shared to both CDD and HOA to be discussed at the July HOA and CDD meetings. 09/06/23- Email received by HOA regarding CDD redlines. DC and DM to faciilitate contract renewal concerns
8	3/7/2023	DM/HOA	Staff to work together to put together well repair and maintenance as well as repairs for well #4	Pending	On going	
9	3/7/2023	DE/DM/DC	Ask DE for any feedback on temporary pond remediation efforts	Pending	On going	DE creating Task Order #5 NTE \$20k for Counsel and Engineer Fees combined.
10	3/7/2023	DM/HOA	Mulch invoice audit \$31856.05	COMPLETE	Report by 10/03/2023	DM to prepare a report showing all invoices involving mulch from 2020 to the present. Report to be presented to the board at October meeting.
11	6/6/2023	DM, Advanced Aquatic	Pond 8 New Fountain Proposal	Pending	On Hold	Supply, deliver, and install one (1) Airmax EcoSeries ½ HP, 3 pattern fountains 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'. The project is currently on hold due to more pressing issues in the district.
12	4/4/2023	DM, Advanced Aquatic	Pond 1 Fountain Motor Replacement	Pending	On Hold	AA will need to install a new 5hp, 230v, single phase 4" motor on the lake fountain. The proposal was approved on 08/01/2023 for \$3861.42. Replacement is on hold until the roadway project on Moccasin Wallow is complete.
13	5/2/2023	DM/DE	Signage for Ponds 9, 10, 12, 17 and 21	Pending	On going	Verbiage to say "Unstable Banks" on a white background with Black letters. Poles for installation should be white galvanized and unpainted. 09/05/23 – DM to get quotes on installation.
14	9/5/2023	DE	Pond Certofcation Data Report	Pending	On going	DE to provide all current and upcoming pond certification information
15	9/5/2023	DE	Resident Drainage Issue	Pending	On going	DE to follow up on the drainage issue behind residents home on 115th Ave
16						
17						

Tab 5

**AGREEMENT BETWEEN CEPRA LANDSCAPE, LLC, COPPERSTONE
COMMUNITY DEVELOPMENT DISTRICT AND
COPPERSTONE MASTER ASSOCIATION, INC.
FOR LANDSCAPING AND IRRIGATION MAINTENANCE SERVICES**

April 18, 2021 July , 2023

This Agreement for Landscaping and Irrigation Maintenance Services (the "Agreement") is made and entered into as of the _____, 2023, by and between the **Copperstone Master Association, Inc.** ("HOA"), **Copperstone Community Development District** ("CDD"), and **Cepra Landscape, LLC** ("Contractor").

RECITALS

WHEREAS, the HOA was established for the purpose of maintaining certain infrastructure, roadways, landscaping, and, in some cases, recreational facilities within the Copperstone community; and

WHEREAS, the CDD also has the responsibility for maintaining landscaping and irrigation improvements located on CDD property, and has entered an agreement with the HOA permitting the HOA to oversee, to some extent, a contractor who is retained for this purpose, with the CDD to pay the share of expenses for such services as provided for below; and

WHEREAS, the HOA and the CDD desire to retain an independent contractor to provide landscape and irrigation maintenance services for lands within the responsibility of the HOA and CDD as further identified in this Agreement; and

WHEREAS, Contractor, represents that it has the skills, knowledge and ability to provide the HOA and the CDD the landscape and irrigation maintenance services described in this Agreement and Scope of Services; and

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

WHEREAS, the HOA and the CDD have entered a separate agreement between themselves, giving the HOA the authority to act on behalf of the CDD in connection with this Agreement, except in cases where the CDD is given the authority herein to act on its own behalf.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the HOA, CDD, and Contractor (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.

Commented [a1]: This incomplete agreement included the CDD legal edits prior to incorporating the Cepra bid, Exhibits A and B, dates, and signatures by the HOA and CDD representatives into the comprehensive PDF version in 2021.

Please remember this is an old document. Dates, payment amounts, and other details would be updated as applicable.

All of the contract language is important. For board members, the scope of services is where the contractor performance details are located.

I have included my suggested revisions below.

Please review and add any changes or comments for discussion.

Any text changes you enter will be tracked automatically.

To add a comment in the document, click the cursor on the relevant text, select the Review tab on the top menu bar, and click the New Comment button. Then, enter the comment in the box. Remember to save before closing the file.

Commented [a2]: I'm okay with Aaron's suggested edits unless noted otherwise.

Section 2. Contractor's Obligation. The Contractor will provide landscape and irrigation maintenance services for lands within and around the HOA, including lands managed by the CDD. Specifically, Contractor shall provide the services identified in this Agreement and Scope of Services attached hereto. Contractor shall provide all labor and equipment necessary for such service unless otherwise identified in this Agreement.

Section 3. Billing and Payment. Contractor shall bill the HOA and CDD separately for the work in this Agreement based on invoices with appropriate support documentation. Contractor shall divide all billings at 40 percent to the HOA and at 60 percent to the CDD, except as otherwise provided herein for work that is only for the benefit of one party. Provided Contractor has submitted invoices for the fees and reimbursements with the appropriate support documentation by the fifteenth (15th) of the month, Contractor shall be paid by the fifteenth (15th) day of the following month unless such invoice is disputed as described below. The format of the invoice and backup documentation shall strictly adhere to the requirements established by HOA and the CDD. If the HOA or CDD disputes or questions any part or all an invoice, the HOA or CDD shall advise Contractor in writing of such questions or disputes. In the event of any dispute regarding the services performed to date, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the services, in the HOA's and/or CDD's sole and absolute discretion, shall, so long as HOA or CDD is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the services and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and HOA and CDD shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement. As compensation for the work in this Agreement, the HOA and CDD agree to pay Contractor as follows:

1. ~~\$195,000.00~~ \$132,600 in year one from May 1 2023 through December 2023 for general maintenance and irrigation to be billed in equal monthly payments of ~~\$16,250.00~~ \$16,575.00, divided each month so that the HOA is billed ~~\$6,500.00~~ \$6,630.00 and the CDD is billed ~~\$9,750.00~~ \$9,945.00. Additionally, Contractor has stated they will provide a \$1,000 incentive credit for the HOA to utilize for irrigation or landscape upgrades.
2. ~~\$198,900.00~~ \$212,424 in year two (2024) for general maintenance and irrigation to be billed in equal monthly payments of ~~\$16,575.00~~ \$17,702, divided each month so that the HOA is billed ~~\$6,630.00~~ \$7080.80 and the CDD is billed ~~\$9,945.00~~ \$10,621.20.
3. ~~\$218,796~~ in year three (2025) for general maintenance and irrigation to be billed in equal monthly payments of \$18,233, divided each month so that the HOA is billed ~~\$7,293.20~~ and the CDD is billed ~~\$10,939.80~~
4. ~~\$225,360~~ in year four (2026) for general maintenance and irrigation to be billed in equal monthly payments of \$18,780, divided each month so that the HOA is billed ~~\$7,512.00~~ and the CDD is billed ~~\$11,268~~
3. The Agreement will automatically renew to month-to-month status upon the expiration of the year-two term unless otherwise agreed in writing by HOA, CDD

Commented [a3]: Question for CDD atty: Should we reference the cost sharing agreement here?

Commented [a4R3]: Christina, please seek an answer from Mark. If affirmative, please ask him to suggest text for inclusion.

Formatted: Font: Not Bold

Formatted: Left, Indent: Left: 0.5", No bullets or numbering, Tab stops: Not at 0.5"

Formatted: Font: Not Bold

Formatted: Font: Bold, Expanded by 0.05 pt

Formatted: Left, Indent: Left: 0.5", No bullets or numbering, Tab stops: Not at 0.5"

and Contractor. Each month for general maintenance and irrigation to be billed at \$16,575.00, divided in the same manner as for year two.

Section 4. Care of the Property. Contractor shall use all due care to protect the property of the HOA and the CDD, including its residents and landowners, from damage. Contractor agrees to repair or replace, to the HOA's and/or CDD's satisfaction, any damage resulting from Contractor's activities and work within 24 hours or another reasonable period as agreed to by the HOA and/or CDD per occurrence. In the event Contractor does not repair or replace the damage to HOA's and/or CDD's satisfaction, Contractor shall be responsible for reimbursing HOA and/or CDD for all costs incurred by HOA and/or CDD in repairing such damages.

Section 5. Insurance. The Contractor or any previously approved subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance, and provide proof of such insurance to the HOA and CDD prior to entering the property or performing work:

- (1) Workers' Compensation Insurance coverage shall be provided for all persons performing work on behalf of the Contractor or any subcontractor, or employer's liability insurance coverage that is satisfactory to the HOA is any employees or workers are not covered by Workers' Compensation.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000.00 combined single limit bodily injury and property damage liability, and covering at least the following hazards: bodily injury and property damage which may arise from or in connection with the performance of Contractor's services under this Agreement, or from any other act or omission of Contractor, its officers, directors, agents or employees, relating to the subject matter and performance of this Agreement.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000.00 per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000.00 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

All such insurance shall be with companies and on forms acceptable to the HOA and the CDD, and such policies shall provide that the HOA, the CDD, and their respective officers, directors, supervisors, employees and consultants shall be named as additional insureds. The Contractor, and any approved subcontractor, shall furnish the HOA and CDD with the Certificate

Commented [A55]: The parties need to provide further information with respect to new contractual amounts for inclusion.

Commented [a6R5]: Of course. I did not yet add the figures because we have yet to officially discuss revisions with the contractor.

The HOA is free to add them in tracked changes at any time if desired.

There may be other details to update as well. The CDD's initial edits are focused on minor revisions to the scope of services.

Formatted: Font: Bold

Formatted: Indent: First line: 0", Tab stops: 0.5", Left

of Insurance evidencing compliance with this requirement prior to commencement of any work. No certificate shall be acceptable to the HOA and CDD 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 HOA and the CDD. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

If the Contractor fails to have secured and maintained the required insurance, or provided proof of coverage, the HOA and/or CDD has the right (without any obligation to do so, however), to either terminate the Agreement after notice and an opportunity to immediately cure this default, or alternatively if this is feasible and cost-effective, as determined by the HOA and/or CDD, it may secure such required insurance after notice of the intent to do so is provided to Contractor, in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the HOA obtaining the required insurance. Alternatively, the HOA and CDD may terminate this Agreement without notice, and hold Contractor responsible for any damages or increased costs, if the required insurance lapses or if notice is received indicating that the required coverage is no longer to be provided at any time.

Section 6. Independent Contractor. The HOA, CDD, and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the HOA and CDD. Contractor, HOA and CDD agree that Contractor is and shall remain at all times an independent contractor and shall not in any way claim that it or any of its employees or agents is to be considered an employee of the HOA or CDD.

Section 7. Indemnification. Contractor agrees to defend, indemnify and hold harmless the HOA and the CDD, and ~~its~~ their officers, agents and employees (the "HOA Parties") from any and all Claims or losses, including attorney's fees, occurring incident to or resulting in whole or in part from the activities of the Contractor, the Contractor's agents, employees, subcontractors, advisors, and other parties (the "Contractor Parties") employed or engaged by Contractor or any of the foregoing, in connection with this Agreement; provided, however, that this indemnity shall not apply to the extent of the ~~Indemnified-HOA~~ Parties' gross negligence or willful misconduct. This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement. This indemnification obligation is limited to one million dollars (\$1,000,000.00) or to such additional insurance coverage as the Contractor may have, which the Parties agree bears a reasonable relationship to this Agreement. Contractor shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies Contractor is carrying and maintaining. In any and all Claims against one or more of the ~~Indemnified-HOA~~ Parties by any employee of any of the Contractor Parties, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. "Claims" shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights or recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract in tort, in law or equity, or pursuant to any violation of any and all state laws, rules, ordinances, regulation,

by-laws, orders decrees, permits, licenses and certificates of any federal, state or other governmental agency or body having jurisdiction, and whether foreseeable or unforeseeable.

Section 8. Dispute Resolution and Recovery of Costs and Fees. In the event the HOA and/or the CDD is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then if prevailing, the HOA and/or CDD shall be entitled to recover from Contractor all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings. 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 mediators suggested by the parties shall select a neutral 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 (F.S.) 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 9. Labor, Materials and Equipment Claims. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it, to perform under this Agreement. In the event that the Contractor does not pay or satisfy any claim or notice of an intent to lien within three (3) business days after the filing of a notice thereof, the HOA and/or CDD, in addition to any or all remedies available under this Agreement, may either require that an escrow arrangement or other acceptable means of dealing with a potential lien be agreed upon, or alternatively it may terminate this Agreement effective upon the giving of notice, and recover damages.

Section 10. Negotiation at Arm's Length. This Agreement has been negotiated fully between the parties as an arm's-length transaction. The Parties participated fully in the preparation of this Agreement 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 the doubtful language will not be interpreted or construed against any Party.

Section 11. 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.

Section 12. Cancellation. The HOA and/or CDD may terminate this Agreement without cause upon sixty (60) days written notice, unless the parties agree to an earlier term. The

Commented [a7]: I recall that we specified a 60-day cancellation period to enable the HOA and CDD more adequate time to secure a replacement vendor if anyone terminated the agreement.

We should consider whether to retain the same 60-day period, instead of a shorter 30-day period for the same reason.

I support retaining 60 days.

Commented [AS8R7]: I have no issue with 60 days as long as the parties can terminate for cause following a failure to cure a contractual default.

Commented [a9R7]: I agree.

HOA and/or CDD shall also have the right to cancel this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement, after providing such notice and an opportunity to cure of 10 working days or a term as it deems appropriate under the circumstances. Contractor shall have the right to cancel this Agreement upon sixty (60) days written notice to the HOA and/or the CDD stating a failure of the HOA and/or CDD to perform in accordance with the terms of this Agreement. In the event that any party cancels this Agreement, Contractor agrees to accept the balance due and owing to them at the effective date of cancellation for the work performed up to that date.

Commented [AS10]: We recommend inclusion of a specific time period for an "opportunity to cure" such as 14 days.

Commented [a11R10]: I'm okay with specifying a period for remedy. Initially, 14 calendar days is okay with me. However, I'd like to double-check elsewhere in the contract in case another period is not already specified. I recall there may have been a 10-day remedy period for something.

Commented [a12R10]: In Cepra's 2021 and 2023 contract proposals Paragraph 11, Notice of Defects, states 10 working days. I'm fine with the 10-working day term in general.

Section 13. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. To the extent that anything contained within the Scope of Services conflicts with anything contained within this Agreement, this Agreement shall control.

Section 14. 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 all of the parties hereto.

Section 15. 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 16. 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:

- a. If to Contractor: Cebra Landscaping LLC
Attn: Justin Norris
P.O. Box 865, Oakland, FL 34760
Email: jnorris@cepralandscape.com
- b. If to HOA: Copperstone Master Association, Inc.
Attn: HOA Property Manager
8145 115th Ave E
Parrish, FL 34219
Email: lcandelierjdefraneo@castlegroup.com
- c. If to CDD: Copperstone Community Development District
Attn: ~~Matthew Huber~~, District Manager
9428 Camden Field Parkway
Riverview, FL 33578
Email: cnewsomehuber@rizzetta.com

Commented [a13]: I think retaining a more generic attention here is a good idea for mail to both the CDD and HOA in case there are personnel changes. However, I don't feel strongly about it and while retaining the title here, we can include names here as well.

[The names and email addresses for contractual notices may be changed by the parties upon providing notice to the other parties via email.](#)

Section 17. Third Party Beneficiaries. 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 18. Assignment. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the HOA and the CDD. Any assignment entered into without the written approval of the HOA and CDD shall be invalid and unenforceable, and Contractor will be responsible for all damages, costs and fees resulting from any use of unauthorized personnel or any unapproved assignment.

Section 19. 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 in Manatee County, Florida.

Section 20. Public and Official Records. Contractor understands and agrees that all documents of any kind provided to the HOA in connection with this Agreement may be official records of the Association under Chapter 720, F.S. and shall be treated as such in accordance with Florida law.

Pursuant to applicable Florida law, the Contractor's records associated with the services provided for in 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. Contractor 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 the 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 Contractor 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 Contractor or by keeping and maintaining all public records required by the CDD to perform the services. If the Contractor transfers all public records to the CDD upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor 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 Contractor has questions regarding the application of Chapter 119, F.S., or to the Contractor's duty to provide public records relating to the 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.

Commented [a14]: TBD if still applicable.

Commented [a15R14]: Christina, please revise if needed.

Section 21. E-Verify Requirement. Contractor and any of its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the CDD is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, F.S., and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the CDD has a good faith belief that Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD shall terminate the Agreement. If the CDD has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the CDD as a result of the termination of the Agreement based on Contractor's failure to comply with the E-Verify requirements referenced herein.

Section 22. Effective Date and Term. This Agreement shall become effective as of May 1, 2021, and remain in effect for two years until May 1, 2023.

Commented [a16]: I was under the impression that there were more recent amendments to this contract and that the term ended on May 31, 2023. Regardless if any amendment exist and the two-year contract ended on April 30, 2023, we still have a month-to-month agreement as stated.

However, as stated earlier:
3. The Agreement will automatically renew to month-to-month status upon the expiration of the year-two term unless otherwise agreed in writing by HOA, CDD and Contractor. Each month for general maintenance and irrigation to be billed at \$16,575.00, divided in the same manner as for year two.

Commented [AS17R16]: I have not received a more recent agreement.

Commented [a18R16]: The CDD understands that the two-year contract signed in 2021 was superseded by a contract signed by the HOA and Cepra around May 2023.

The CDD intends this contract to supersede the May 2023 contract for the same term as in the May-23 contract.

Section 23. Conflict. To the extent that the terms described in Scope of Services conflict with the terms of this Agreement, the terms herein shall control.

Section 24. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, sState, and fFederal laws, rules, regulations, or ordinances, including conservation easements applicable to the property managed by the HOA or the property owned by the CDD. If applicable and the Contractor fails to notify the HOA or CDD in writing as soon as reasonably possible, and in any event within five (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 such time frame required, after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the HOA or CDD may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination, in addition to any other remedies that are available for such breach.

Section 25. Manner of Contractor's Performance. The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as

specified in this Agreement or any addendum executed by the Parties, or in any authorized written work order by the HOA or CDD issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the HOA and/or CDD and shall be in accordance with industry standards. 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 HOA. The CDD agrees that the HOA has the authority to represent its interests in regard to issues relating to performance under this Agreement, except as otherwise stated herein.

- A. Should any work and/or services be required which are not specified in this Agreement or Scope of Services, but which are nevertheless necessary for the proper provision of services to the HOA and/or the CDD, the Contractor will notify the HOA and provide a description and cost estimate of such work or services.
- B. The Contractor agrees that the HOA and CDD shall not be liable for the payment of any work or services that are not specifically provided for under this Agreement, unless the HOA or CDD, through an authorized representative of the HOA or CDD, authorizes the Contractor, in writing, to perform such work.
- C. The HOA shall designate in writing a person and an alternate if it chooses to act as the HOA's representative with respect to the services to be performed under this Agreement. The HOA's representative shall have complete authority to transmit instructions, receive information, interpret and define the HOA's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. The CDD may also designate a representative in writing as to any services that only apply to CDD property.

(1) The HOA hereby designates the HOA Property Manager to act as its representative, unless another or additional representative is designated in writing. In the event that the HOA Property Manager is not available to act as its representative, a representative of the HOA Board of Directors and/or the CDD District Manager could serve temporarily as a representative until such time that the HOA Property Manager is available.

(2) Contractor shall provide to the HOA Property Manager a written report of work performed for each week with notification of any problem areas, as well as specific repairs or replacements to equipment, plants, turf, and similar. Each weekly report shall be due within one week of the end of a reporting week. Contractor shall also provide to the HOA Property Manager a schedule for the upcoming month. Monthly, the HOA will be conducting a full landscape inspection and shall require at least one individual designated by Contractor to accompany the HOA's representative on this inspection. However, the inspection will still take place if the Contractor fails to attend. A written report with findings will then be sent to the Contractor, the CDD, and the HOA Board of Directors. The Contractor shall be required to explain, in writing, what actions shall be taken to remedy those findings within the specified amount of time as requested by the HOA.

Commented [a19]: The HOA should consider providing a designated board member, who would be determined if needed, as an HOA representative in the event the HOA Property Manager is not available to act as its representative.

Alternatively, the CDD District Manager could also pitch it with or without an HOA board representative.

I inserted some text as a hypothetical example.

Commented [AS20R19]: I do not recommend providing the CDD with authority to act on behalf of the HOA. I removed that language. Additionally, the Board must confirm that it wants its property manager to serve as its representative or if it wants a member of the Board to serve as representative.

Commented [a21R19]: I need further clarification about why this recommendation. I'm fine with an HOA board member AND the CDD manager serving jointly to represent the HOA Parties in the event the HOA Property Manager is unavailable. However, I do not support any neighborhood volunteer serving exclusively as a primary point of contact.

Commented [a22]: I'd like to suggest this minor addition. I understand it may already be in practice, however, stating it explicitly seems helpful.

Commented [a23]: Christina, please let us know if you have ever received such a report. I don't think I've ever seen it.

(3) The CDD hereby designates the CDD District Manager to act as its representative, unless another or additional representative is designated in writing. In the event that the CDD District Manager is not available to act as its representative, a representative of the CDD Board of Supervisors could serve temporarily until such time that the CDD District Manager is available.

Section 26. Changes. If HOA or CDD desire to add to the Scope of Services, the HOA or CDD shall provide Contractor with written notification of the proposed additional work and request pricing from Contractor. Contractor will perform additional work upon receipt of written approval from HOA, or CDD if applicable, in the form of a duly completed Change Order provided by the Contractor, executed by HOA or CDD, and setting forth the additional scope of work and agreed pricing for the extra work, including the party responsible for payment. Any additional work or services added by Change Order will be subject to the terms and conditions of this Agreement, in addition to any special terms and conditions that apply. In the event that changes in laws or regulations substantially affect the cost or manner of Contractor performing the work, Contractor shall provide written notification of such change and its effect on Contractor to the HOA and CDD, and the parties agree to engage in good faith renegotiation of the terms of the Agreement to address the change if this is determined to warrant any modification to this Agreement.

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

Cepra Landscaping, LLC

Copperstone Master Association, Inc.

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Copperstone Community Development District

Signature

Name: _____

Title: _____

Date: _____

SCOPE OF SERVICES

Landscape and irrigation maintenance will follow the schedule and specifications in the HOA's request for proposals dated December 30, 2020, and the bid provided by the Contractor in its proposal dated January 12, 2021, sent to the HOA by email on January 23, 2021, both of which are incorporated by reference herein. To the extent that the HOA request for proposal, and bid by Contractor are in conflict with the following, then the following specifications will apply.

PART 1

GENERAL LANDSCAPE MAINTENANCE

- 1) **MOWING** – All grass areas will be mowed according to the application schedule in the bid provided by the Contractor.

At no time will the grass be allowed to grow in an unsightly manner. Each mowing should leave the Bahia grass between a height of three (3) to four (4) inches and each mowing should leave the St. Augustine between a height of three (3) to four (4) inches. All mower blades shall be kept sharp at all times to provide a high quality cut and to minimize potential for turf disease. The HOA requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise large clumps of clippings will be collected and removed by the Contractor. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The Contractor shall restore any noticeable damage caused by the Contractor's mowing equipment within 36 hours from the time the damage is caused at its sole cost and expense. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mismanaged mowing, line trimming, or fertilizing, etc. Weekend work is permitted when necessary upon prior approval from the HOA.

- 1A) **POND PERIMETER MOWING** – All pond banks shall be mowed incorporating the same mowing schedule as the other common areas. Each mowing shall leave the grass at a height of approximately three (3) to four (4) inches. Contractor will take additional care to prevent mowers or other equipment from sliding down pond banks and into the ponds. Such care may include increasing the distance away from the pond edges that a mower is used to cut the grass. If a mower does accidentally enter a pond, Contractor will, at their sole expense, use methods approved by an HOA or CDD-contracted engineer to repair such damage to the pond bank or edge to the same or better condition as it existed before the accident. Pond banks will be line trimmed to water's edge. Line trimming to water's edge and line trimming of drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height. Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be removed. It is preferred mulch type mowers be used around pond banks. Regardless, mowers must blow all clippings away from pond banks.

Commented [a24]: The CDD wants to add specifics for mowing and line trimming in and around dry retention ponds 6 and 7 when one or both ponds are dry enough to operate such machinery. A similar amount of turf space as ponds 6 and 7 has been turned into the expanded Moccasin Wallow Rd. Therefore, the CDD hopes a price increase is not necessary to include maintenance of ponds 6 and 7 in the scope of services. Line trimming around the ponds may occur during most of the year, while mowing the ponds is limited to half of the year or less.

Commented [a25R24]: To discuss with Cepra.

Commented [a26]: I believe we need more regular mowing, line trimming, and edging in November each year. Although the days are shorter than in the summer and the grass may be growing more slowly, the weather can still be warm enabling the grass to well into the fall.

The schedules Cepra provided to us in 2021 and the recent proposal dated 3-31-2023, states an approximate frequency for mowing in November of 2 times for St. Augustine, and for bahia turf, which is in some common areas and around ponds, the frequency is 2 times or only 1 time depending on the area. Remember that line trimming and edging is done every other time Cepra mows in some areas.

According to weekly updates provided by Cepra to our HOA in the last two years, Cepra has started mowing every other week in October. This has caused unsightly conditions in some areas because the grass is still growing and some mowing is limited to 1 time per month, and line trimming and edging in these areas is done only 1 time every 2 months.

There may be different options for the HOA and CDD to discuss with Cepra, including mowing all areas more frequently in November, and line trimming and edging each time the grass is mowed in November. And also reminding them not to start a reduced maintenance schedule until specified in the contract.

Commented [a27R26]: To discuss with Cepra.

Commented [a28]: I believe that Cepra needs to increase the mowing distance from the pond edges. When they get too close and slide into the pond, the mowers and the efforts to remove them from the ponds increase erosion of the pond edges. I am not aware that they have ever fixed damage they have caused when this has occurred numerous times.

Although it may not be necessary given the other statements that state they need to fix and pay for damage they cause, I feel it's necessary to state it again here.

Commented [a29R28]: To discuss with Cepra.

Trash of any kind and other debris in the pond within arm's reach of water's edge shall be removed and disposed of by Contractor during every normal service event.

2) **EDGING AND TRIMMING** – All hard-edged areas, such as, curbs, sidewalks, bike paths, nature trails (unless otherwise directed), etc., and soft-edged areas, such as, tree rings, shrub and groundcover bed lines, shall be edged a minimum of every other mowing. Areas that Contractor shall also maintain with line trimming include HOA and/or CDD-owned fences that border common areas, for example, fencing adjacent to the shell path. All edging shall be performed to the sole satisfaction of the HOA. Chemical edging shall not be permitted anywhere on property.

~~Line trimming of the turf and maintenance of a neat appearance within the first several inches of HOA or CDD property along the exterior face of private homeowner fencing is the responsibility of the corresponding lot owner.~~

At no time shall turf be allowed to grow in an unsightly manner. Should this occur, Contractor agrees to correct within five (5) working days of notice by HOA.

3) **TREE AND SHRUB CARE** – All trees shall receive pruning up to a height of approximately 15 feet above ground level to appear neat and clean. All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Central leaders shall be maintained and interfering or crossed limbs shall be removed. Sucker growth at the base of the trees shall be removed by hand. Aesthetic pruning shall consist of the removal of dead or broken branches to have trees appear neat at all times. Branches and limbs shall be kept off buildings, including roofs, and other architectural structures including entrance features and decorative buffer walls or fences. They shall also be pruned over sidewalks, nature trails and parking lots so as not to interfere with pedestrians or vehicles. This is to include maintaining a minimum of six to twelve (6-12) feet of clearance under all limbs depending on location and species of tree. Contractor shall also trim back all tree branches from interfering with traffic signs and street lights on an as-needed basis. Contractor shall remove moss from trees and shrubs up to a height of approximately 12 feet above ground level.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance. All clippings and debris from pruning will be removed at the time pruning takes place.

Palms: All palms shall receive pruning up to a height of approximately 15 feet above ground level to appear neat and clean. This includes brown or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian or vehicular traffic or are coming into contact with architectural structures of any type. Fruit pods should be removed prior to

Commented [a30]: This has been the policy with homeowners and our landscaping vendors in Copperstone for many years. I think stating it more visibly will help promote compliance by homeowners, and consistent understanding by the contractor, board members, and our property managers.

Commented [AS31R30]: Although this may be a practice followed by the Association, I'm unaware of any rules or guidelines that require owners to perform work on HOA or CDD property. This may be an item for which the Association wants to address as part of its rules and regulations or through an amendment to the Declaration.

Commented [a32R30]: I'm okay with removing this previously suggested addition.

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

development. Tarpaulins should be used in areas where date palms and other palm fruits may stain sidewalks and pavement including, but not limited to pool decks.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre and post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the HOA at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing weeds, trash, broken limbs, palm boots and fronds, and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept reasonably free of weeds and sod throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. At no time shall non-selective herbicides be used when weeds have established themselves as to dominate planting beds. Hand pulling must be performed.

Non-selective, post-emergent herbicides shall never be used to control weed or sod growth around structures of any type (e.g., street signs, utility boxes, street lights, pavement, etc.) without prior approval. Violation may result in contract termination.

The Contractor shall be responsible for the replacement of any turf as well as all ornamental plants if ~~proven to be~~ killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas including pavers, expansion joints in sidewalks in focal areas, such as the entrances, clubhouse, common areas sidewalks, medians, parks, and walking trails, as well as pavement along 79th St. E and 108th Ave. Cir. E shall be kept weed free. Generally, but not exclusively, hardscape areas in, bordering or adjacent to all common areas as shown in Exhibit A must be monitored by the Contractor for weeds, and Contractor must ensure herbicide treatment or removal of any such weeds. This may be accomplished by mechanical means (line trimmer) or by applications of pre- or post-emergent herbicides. Weeds more than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Refer to Exhibit A hardscape weed treatment map for additional clarification.

6) CLEAN UP – At no time will Contractor leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. Contractor shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. No clippings shall be blown down curb storm water inlets.

7) REPLACEMENT OF PLANT MATERIAL – Tree and shrubs in a state of decline should immediately be brought to the attention of the HOA. Dead or unsightly

Commented [a33]: I am unaware of how Parties or Contractor could prove or disprove this, so I recommend removal. If an otherwise healthy plant dies soon after a nearby herbicide application, to me, it's a clear indication of what likely caused the plant to die.

Commented [a34]: We may need to clarify this statement. I'm unclear now of how to interpret this, what fences this statement pertains to, or if this contradicts our policy of homeowners maintaining common areas outside their privately owned fences.

Commented [AS35R34]: As stated above, we need to locate or identify such policy and if no formal rule or guideline exists, the Association may consider preparing one.

Commented [a36R34]: Christina, it'd be helpful for the HOA to provide feedback about the existing contractual text, as well as my previous comment about this sentence. I don't know if there are fence lines that Cepra manages now, like along the shell pathway. This is outside of what Aaron is referencing (homeowners managing their fence lines).

The pre-existing contract statement is directed to Cepra, but seems potentially in opposition to the policy of homeowners trimming the grass up against their fence or other property. I don't want to simply keep or remove this statement based on reasons unknown to me currently.

plant material shall be removed upon notification of the HOA. Contractor shall be responsible for replacement if due to its negligence. New plant material installed by the Contractor shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and turf after installation and final acceptance by the HOA.

8) If Contractor misses a service due to inclement weather or any other reason, it is required to make up service the same week, unless the HOA approves an alternative arrangement for make up service. Saturday work is allowed with prior approval from the HOA.

PART 2

FERTILIZATION

Contractor shall abide by all requirements in the Rules and Regulations for Manatee County. Copies of all Certifications of Training shall be supplied to HOA. The Contractor will also be responsible with providing the HOA with soil sample test results once per year. Sample will contain a random soil sampling from various locations on the HOA property, mixed into one sample sent to the Manatee County Extension Office for results. Contractor is responsible for all cost incurred to obtain test results.

No person shall apply fertilizers containing nitrogen or phosphorus to turf or landscape plants if it is raining or rain is forecasted.

Turf Fertilization. All St. Augustine and focal bahia turf shall be fertilized according to the application schedule in the bid provided by the Contractor. Focal areas of bahia turf will be all high visible areas, such as entrances, around the clubhouse, common areas, turf adjacent to road frontage, etc. Generally, but not exclusively, focal turf areas are labeled as Copperstone HOA tracts and appear in green on Exhibit B. Focal areas also include areas labeled as Copperstone CDD tracts and appear in cyan color on Exhibit B, for example, the portion of tract 1627 off 79th St. E, which area includes the sewage lift station and is adjacent to lots 480, 336 and 337. Further, the Contractor must fertilize turf areas on relatively level ground and similarly situated areas adjacent to roads, such as turf area between lots 384 and 414 along 77th St. E, while ensuring fertilizer is not applied within 10 feet of a wetland or water body. Other areas labeled as Copperstone CDD tracts on Exhibit B are generally, but not exclusively, considered non-focal areas. Non-focal areas are locations such as embankments (sloping areas) surrounding ponds, easements and power line areas, such as tract 1626 on Exhibit B. Refer to Exhibit B bahia fertilization map for additional clarification.

The Contractor shall submit all fertilizer labels to HOA representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the Contractor's fertilization programs to ensure that turf areas are kept uniformly green, healthy and in top condition. It shall be the responsibility of the Contractor to determine specific needs and requirements and notify the HOA when these additional applications are needed.

Fertilizers containing iron shall be removed immediately after application from all hard surfaces to avoid staining before any rain or before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the Contractor to remove.

Soil test samples shall be taken by the Contractor to determine the presence of phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be deemed necessary by the Contractor, the Contractor shall notify the HOA in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to the HOA. Fertilizer shall be swept or blown off all hard surfaces onto lawns or landscape beds to avoid staining. It shall be the Contractor's responsibility to remove any stains from any hard surfaces on the property caused by their negligence of fertilizer application. Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

Shrub, Tree and Groundcover Fertilization. All shrubs, groundcovers and trees shall be fertilized according to the application schedule in the bid provided by the Contractor, dated sent to the HOA by email on January 23, 2021.

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. It is the Contractor's responsibility to replace any plant material damaged by fertilization burn due to its mishandling.

Palm Fertilization. All palms shall be fertilized according to the application schedule in the bid provided by the Contractor, dated sent to the HOA by email on January 23, 2021. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6 inches from the palm trunk.

PART 3

PEST CONTROL

Insects and Disease in Turf. Insect and disease control in turf shall be provided by the Contractor according to the application schedule in the bid provided by the Contractor, dated sent to the HOA by email on January 23, 2021, with additional spot treatment as needed. During the weekly inspections, the Contractor is responsible for the identification and to attempt eradication or control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, ants, mole crickets, etc. Contractor shall pay for chemicals.

Commented [a37]: TBD if this proposal is still applicable, or if Cepra wants to use the 2023 one. I noted a few of potential timing errors with their horticultural services figures in their 2023 proposal when compared to their 2021 proposal and the fertilizer restrictions.

Insects and Disease Control for Trees, Palms and Plants. The Contractor is responsible for treatment of insects and diseases for all plants according to the application schedule in the bid provided by the Contractor, dated sent to the HOA by email on January 23, 2021. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is not a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall be familiar with all current regulations before the applications of pesticides and fertilizers.

If at any time the HOA should become aware of any pest problems and notify the Contractor, it will be the Contractor's responsibility to satisfactorily treat such pest issues within five (5) working days of the date of notification, unless emergency circumstances require action sooner than this.

ANT CONTROL

Contractor is required to inspect property each visit for evidence of ant mounds and immediately spot treat upon evidence of active mounds.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the HOA property that is the subject of this Contract one (1) time per month. Areas shall include all the existing irrigation systems to date (approximately 141 zones, 4 wells and 4 controllers).

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions and time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices

Commented [a38]: I don't know why this is specified as is or if it is different from the overall property. If there is no difference from the property overall, I suggest we remove "HOA."

Commented [a39]: This is a major inconsistency that the HOA, CDD, and Cepra need to address as soon as possible.

This contract includes monthly maintenance inspections of our irrigation wells, yet from what I've been able to gather from CDD invoices so far, Cepra has charged us and we have paid additionally for quarterly inspections of our wells since April 2022, and appear to have begun after a replacement of several parts including the motor of well #3 totaling \$9,308.37.

The total bill for each quarterly inspection of our wells has been \$1,703.75, which the HOA and CDD then paid the portions thereof.

From what I can see from April 2022 through January 2023, the HOA and CDD have paid twice for inspections of our irrigation wells and spent \$6,815, unnecessarily.

I suggest the HOA and CDD pause further payment on any such quarterly inspections, which may include April 2023, until we can discuss this with Cepra. I'm unaware if a separate contractual agreement exists that started the quarterly inspections.

CDD invoice
04/05/2022: WORK ORDER: 22587
Yearly Irrigation Well Pump Maintenance Inspections of (4) Wells:
Inspections include:
-Physically check for leaks or bad connection points
-Ensure operating pressure is optimal
-Check all electrical points and Meg out Pump and Motor
-Adjust cycle stop
-Adjust Pressure switch
-Manually check filter and clean
Inspections to occur quarterly.
Annual Price \$6,815.00
QUARTER 2: April 2022
SPLIT:
HOA/40% -- \$ 681.50
CDD/60% -- \$1,022.25
TOTAL = \$1,703.75

Commented [a40R39]: Christina, we need the HOA to engage with us and provide feedback about the existing contractual text and this unresolved issue.

6. Ensure the proper operation of each automatic rain shutoff device

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities weekly; inform HOA Property Manager of any problems immediately. This is to minimize the time a water source is not functioning. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety
2. Clean heads as necessary
3. Adjust arc pattern and distance for required coverage areas

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comments and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Below ground repairs, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this Agreement.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as required to ensure entire zone is running properly. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All above and below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon approval from HOA Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, HOA Property Management or their assignee prior to making such repair.

Upon being awarded the contract, Contractor shall have a period of sixty (60) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair or replacement for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. The HOA Property Management shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor

and a copy delivered to the HOA Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of and not reporting any necessary repairs.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all applicable watering restrictions of Manatee County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the HOA in the allotted time, it will be the Contractor's responsibility to apply for and receive a variance. Violations or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency number will be provided to HOA Management or their assigned representatives.

Freeze Protection. The Contractor shall describe ability, procedure and cost per application to provide freeze protection for all irrigation and water source components susceptible to freezing.

PART 5

INSTALLATION OF MULCH

If replenishment of mulch may be needed, Contractor is encouraged to request the additional service from the HOA. However, installation of mulch will require written approval from the HOA prior to performing the service. The HOA Property Manager will advise the Contractor if mulch replenishment is approved, and the determination will be made on a case-by-case basis.

After prior written approval from the HOA, Contractor shall top-dress landscaped ornamental beds and tree rings with Grade-A pine bark nuggets mulch as specified on the approved landscape plan. In doing so, Contractor shall ensure that all mulched areas are brought to the minimum depth as specified by the HOA. Contractor must account for compaction and settling of the mulch into the necessary quantity of mulch needed to achieve the minimum depth after compaction or settling has occurred.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all pine bark nugget bed lines adjacent to concrete surfaces. Trenches shall be 2 to 3 inches deep and beveled. Pine bark nugget beds on slopes adjacent to turf shall also be trenched to a depth of 2 to 3 inches and beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

This item will not be included in the contract amount and shall be invoiced separately the month after service is completed. Contractor shall provide the estimated quantity to be installed to achieve the minimum depth and in areas specified by the HOA.

The HOA reserves the right to subcontract out any mulching events.

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the HOA, Contractor shall install or replace annuals in 4-inch pots in designated areas noted on the service area map and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the HOA or its representative in writing. An annual flower options presentation for the entire year stipulating plant options and timing appropriate for the season shall be submitted to the HOA upon request for the HOA or its representative to select annual choice(s). Annuals shall be hand-watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds until the next planting rotation occurs.

Annuals installation price shall include all dead-heading, necessary soil adjustments, soil additives, fungicides and nutritional requirements at no additional cost to HOA.

This item will not be included in the contract amount. This work shall be invoiced separately to the HOA only the month after service is completed.

The HOA reserves the right to subcontract out any installation of annual plants.

END OF SCOPE OF SERVICES

Commented [a41]: I'd like to this specified. All areas where annuals have been planted previously are in HOA areas. Including this language is consistent with the language in this part, as well as the cost share agreement.

Tab 6



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Copperstone Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Copperstone Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123609

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$667,700
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:		
	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$6,066

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

**Copperstone Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614**

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123609

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$6,066
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,988
Public Officials and Employment Practices Liability	\$3,458
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$13,512

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance (“FIA”) for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2023, and if accepted by the FIA’s duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys’ fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Copperstone Community Development District

(Name of Local Governmental Entity)

By: _____
Signature

Print Name

Witness By: _____
Signature

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2023

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

Copperstone Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

QUOTATIONS TERMS & CONDITIONS

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- Building and Content TIV \$667,700 As per schedule attached
Inland Marine Not Included
Auto Physical Damage Not Included

Signature: _____ Date: _____

Name: _____

Title: _____



Copperstone Community Development District

Policy No.: 100123609
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value	
1	Fountain(s)		2009	10/01/2023		\$60,500
	8790 115th Ave E Parrish FL 34219		Fire resistive	10/01/2024	\$60,500	
2	Street lights		2013	10/01/2023		\$12,100
	8791 115th Ave E Parrish FL 34220		Electrical equipment	10/01/2024	\$12,100	
3	Street lights		2013	10/01/2023		\$7,260
	8792 115th Ave E Parrish FL 34221		Electrical equipment	10/01/2024	\$7,260	
4	Street lights		2013	10/01/2023		\$14,520
	8793 115th Ave E Parrish FL 34222		Electrical equipment	10/01/2024	\$14,520	
5	Street lights		2013	10/01/2023		\$14,520
	8794 115th Ave E Parrish FL 34223		Electrical equipment	10/01/2024	\$14,520	
6	Bridge		2008	10/01/2023		\$539,000
	8795 115th Ave E Parrish FL 34224		Bridges	10/01/2024	\$539,000	
7	Pedestrian Bridge Wooden		2015	10/01/2023		\$19,800
	8795 115th Ave E Parrish FL 34224		Bridges	10/01/2024	\$19,800	
			Total:	Building Value \$0	Contents Value \$667,700	Insured Value \$667,700

Sign: _____

Print Name: _____

Date: _____



INVOICE

Customer	Copperstone Community Development District
Acct #	489
Date	09/18/2023
Customer Service	Kristina Rudez
Page	1 of 1

Copperstone Community Development District
 C/O Rizzetta & Company
 3434 Colwell Ave, Suite 200
 Tampa, FL 33614

Payment Information	
Invoice Summary	\$ 13,512.00
Payment Amount	
Payment for:	Invoice#19821
100123609	

Thank You

Please detach and return with payment



Customer: Copperstone Community Development District

Invoice	Effective	Transaction	Description	Amount
19821	10/01/2023	Renew policy	Policy #100123609 10/01/2023-10/01/2024 Florida Insurance Alliance Package - Renew policy Due Date: 9/18/2023	13,512.00

Total
\$ 13,512.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
 Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

Remit Payment To: Egis Insurance Advisors P.O. Box 748555 Atlanta, GA 30374-8555	(321)233-9939 sclimer@egisadvisors.com	Date
		09/18/2023

Tab 7

CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

DATE: October 3, 2023

BETWEEN: **RIZZETTA & COMPANY, INC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

AND: **COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract.
 - A. **STANDARD ON-GOING SERVICES.** The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:
 - i. **Management** - services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
 - ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;



Rizzetta & Company

- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity;
- iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.
- v. **Continuing Disclosure Services** – serve as the District's dissemination agent for purposes of satisfying the continuing disclosure requirements for all bond issuances.
- vi. **Website Compliance and Management** – services include the continual updating of the District's website to remain in statutory compliance.

B. TIME FRAME. The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

II. ADDITIONAL SERVICES. In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;
- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's



adopted Rules of Procedure.

If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the Consultant.

- III. **LITIGATION SUPPORT SERVICES.** Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.
- IV. **ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by Consultant for providing those services to the extent authorized by law and the District's Rules of Procedure.
- V. **TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract for an initial term of six (6) months. This Contract shall renew for a subsequent term of six (6) months and thereafter automatically renew annually unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Contract are firm and that the Consultant may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.
- VI. **FEES AND EXPENSES; PAYMENT TERMS.**
 - A. **FEES AND EXPENSES.**
 - i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required and requested by vote of the Board of



Supervisors. Payment shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice.

- ii. Following the two initial six (6) month terms, fees for FY 2025 for the Standard On-Going Services described in this Contract will be in the amount as provided in Consultant's proposal dated April 12, 2023. Thereafter, fees may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Contract terms.
- iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services will either be billed monthly at the Consultant's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
- iii. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses not included under the Standard-On Going Services of the Consultant will be billed monthly as incurred.



All invoices will be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VII. SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the Consultant, the Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VIII. NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- IX. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.
- X. RESPONSIBILITIES.**
- A. 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 Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
- B. LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, and to the extent consistent with Chapter 190.006, Consultant shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.
- XI. TERMINATION.** This Contract may be terminated as follows:
- A.** By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by written notice to Consultant electronically at the address noted herein.
- B.** By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District electronically at the address noted herein.



- C. By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.
- D. Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. Consultant 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.

XII. GENERAL TERMS AND CONDITIONS.

- A. All invoices are due and payable within forty-five (45) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B. In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Manatee County, Florida.
- D. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- F. The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- G. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

- A. **DISTRICT INDEMNIFICATION.** To the extent the Consultant or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold



harmless the Consultant 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 Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the Consultant. The District's obligation to defend, indemnify, and hold harmless the Consultant as set forth herein shall not exceed the monetary limits of any endorsement listing the Consultant as an additional insured party pursuant to Section XIV of this Agreement. If there is no such endorsement, the District's defense, indemnity, and hold harmless obligations as set forth in this Section shall not exceed the monetary limitations of liability set forth in Section 768.28, *Florida Statutes*. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

CONSULTANT INDEMNIFICATION. The Consultant 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 failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. 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 Consultant has ceased to be engaged under this Contract.

- B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** 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. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIV. INSURANCE.

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
- i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.



- ii. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - v. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D. The District agrees to list the Consultant as an additional insured party on its General Liability and Automobile Liability insurance policies to the extent the Consultant or its employees are serving as the District's employees, officers or agents pursuant to the terms, conditions and requirements of this Agreement, and to the extent the District's insurance provider will issue an endorsement in substantially the form attached hereto as Exhibit E. The limits of coverage for additional insured parties pursuant to such endorsement shall not exceed the monetary limitations of liability provided in Section 768.28, Florida Statutes.
- E. If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.
- XV. **ASSIGNMENT.** Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.
- XVI. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant 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 and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 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 Consultant does not transfer the records to the Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in Consultant'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 Consultant, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

XVII. NOTICES. All notices, requests, consents and other communications under this Contract ("**Notices**") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Copperstone Community
Development District
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

With a copy to: Blalock Walters, P.A.
802 11th Street W.
Bradenton, FL 34205
Attn: Mark Barnebey

If to the Consultant: Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt.



Rizzetta & Company

Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XVIII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XIX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.
- XXI. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant 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 Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXIII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (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 a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, 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 five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.

- XXIV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXV. COUNTERPARTS.** This Contract 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.
- XXVI. 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. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.
 - C.** If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

(Remainder of this page is left blank intentionally)



Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST:

Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

- Exhibit A** – Scope of Services
- Exhibit B** – Schedule of Fees
- Exhibit C** – Municipal Advisor Disclaimer
- Exhibit D** – Public Records Request Policy



Rizzetta & Company

EXHIBIT A
Scope of Services

STANDARD ON-GOING 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:

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
 - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
 - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
 - 4. Provide Form 1 Financial Disclosure documents for Board Members
 - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
 - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
 - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
 - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
 - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 - a. Provide written notice to owners of public hearing on the budget and its related assessments.
 - 12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
 - 13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
 - 14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.



15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
 16. Provide for submitting the regular meeting schedule of the Board to County.
 17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
 18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
 20. Provide for public records announcement and file document of registered voter data each June.
 21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
 22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
 23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - a. Provide for the appropriate ad templates and language for each of the above.
 24. Provide for instruction to Landowners on the Election Process and forms, etc.
 25. Respond to Bond Holders Requests for Information.
 26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

ADMINISTRATIVE:

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.



- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
 - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

A. Financial Statements

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
- 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- 5. Manage banking relations with the District's Depository and Trustee.
- 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- 8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- 9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.



- c) Prepare all supporting accounting reports and documents as requested by the auditors
 - d) Respond to auditor questions
 - e) Review and edit draft report
 - f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

- 1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
- 2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
- 3. Prepare and cause to be published notices of all budget hearings and workshops.
- 4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

- 1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports
- 2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
- 3. Maintain checking accounts with qualified public depository including:
 - a) Reconciliation to reported bank statements for all accounts and funds.
- 4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 - a) File reports with IRS.

D. Capital Program Administration

- 1. Maintain proper capital fund and project fund accounting procedures and records.
- 2. Process Construction requisitions including:
 - a) Vendor Contract completion status
 - b) Verify Change Orders for materials
 - c) Check for duplicate submittals



d) Verify allowable expenses per Bond Indenture Agreements such as:

- (1) Contract Assignment
- (2) Acquisition Agreement
- (3) Project Construction and Completion Agreement

3. 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 and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management

1. Prepare and follow risk management policies and procedures.
2. 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.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

A. Administer Prepayment Collection:

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.



3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
 4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.
- B. Administer Assessment Roll Process:
1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
 2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
 3. Verify assessments on platted lots, commercial properties or other assessable lands.
 4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
 5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.
- C. Administer Assessments for Off Tax Roll parcels/lots:
1. Maintain and update current list of owners of property not assessed via the tax roll.
 2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
 3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.
- D. True-Up Analysis:
1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
 2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

CONTINUING DISCLOSURE SERVICES:

- A. Consultant shall serve as the District's dissemination agent and prepare periodic continuing disclosure reports to investment bankers, bondholders and reporting agencies via posting of said reports on the Municipal Securities Rulemaking Board's portal.

WEBSITE COMPLIANCE AND MANAGEMENT:

- A. Consultant shall be responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.

ADDITIONAL SERVICES:



Rizzetta & Company

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis;
 - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
 - b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;

C. Bond Issuance Services

1. Special Assessment Allocation Report;
 - a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
 - b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
 - c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments
2. Bond Validation;
 - a) Coordinate the preparation of a Bond Validation Report which states the “Not-to-exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
 - b) Provide expert testimony at bond validation hearing in circuit court.
3. Certifications and Closing Documents;
 - a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

D. Electronic communications/e-blasts;

E. Special requests;

F. Amendment to District boundary;

G. Grant Applications;

H. Escrow Agent;

I. Continuing Disclosure/Representative/Agent;



Rizzetta & Company

- J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.
- K. Public Records Requests - Refer to **Exhibit D** of this Contract for responsibilities;

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

- A. Issue estoppel letters as needed for property transfers
 - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
 - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
 - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
 - 2. Maintain collection log showing all parcels that have pre-paid assessments.
 - 3. Prepare, execute and issue release of lien to be recorded in public records.



EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed monthly pursuant to the following schedule:

	MONTHLY	ANNUAL
Management:	\$ 1,702.50	\$20,430
Administrative:	\$ 337.50	\$ 4,050
Accounting:	\$ 1,192.50	\$14,310
Financial & Revenue Collections:	\$ 100.00	\$ 1,200
Assessment Roll ⁽¹⁾ :		\$ 5,000
Continuing Disclosure Services ⁽²⁾ :		\$ 1,500
Website Administration:	\$ 100.00	\$ 1,200
Total Standard On-Going Services:	\$ 3,432.50	\$47,690

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.

(2) Continuing Disclosure Services is paid in one lump-sum payment in January.



ADDITIONAL SERVICES:

	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 175
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests & Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Regional Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00



LITIGATION SUPPORT SERVICES:

Litigation Support Services will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
President	\$ 300.00
Chief Financial Officer	\$ 250.00
Vice President	\$ 225.00
Regional District Manager	\$ 200.00
Accounting Manager	\$ 200.00
Finance Manager	\$ 200.00
District Manager	\$ 175.00
Amenity Services Manager	\$ 175.00
Clubhouse Manager	\$ 150.00
Field Services Manager/Landscape Specialist	\$ 150.00
Senior Accountant	\$ 150.00
Staff Accountant	\$ 100.00
Financial Associate	\$ 100.00
Administrative Assistant	\$ 85.00
Accounting Clerk	\$ 85.00



EXHIBIT C
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.



Rizzetta & Company

EXHIBIT D

Public Records Request Policy and Fees

Public Officer, Employee and Staff Policy for Processing Requests for Public Records

Policy Generally:

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that will be utilized in preparing responses to public record requests.

Requests for District Records:

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons will be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian will then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.



Rizzetta & Company

6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.
7. Florida's public records law does not require the District to answer questions regarding the records produced.

Processing Responsive Records:

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party will be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.



Tab 8



Proposal for Copperstone Master Association

Finding the
 **Right Vendor**
For You



Unparalleled Property Services



Copperstone Master Association | Mulch for 2023 for Copperstone Master Association

June 28, 2023



Unparalleled Property Services

Project Overview

BUDGET

\$

TYPE

One time

CONTACT PERSON

Lesly Candelier

STATUS

Open

DESCRIPTION

The Community Association is seeking proposals from qualified, licensed, and insured vendors to undertake a comprehensive 428-yards mulch project. The scope of the project includes covering all common areas and extending along the areas in townhomes at Copperstone Master Association.

Interested vendors are requested to submit their proposals through our website in the specified format, including any relevant documents such as company brochures. The proposal should provide a detailed quote for the Mulch service, clearly outlining the pricing and the scope of work covered. Please ensure that your proposal pricing follows the format provided on our website to be considered and included in the proposal comparison package. Proposals submitted outside the designated system will not be included in the comparison package.

GENERAL CONDITIONS:

- The best recommended time frame for the project will be determined in consultation with the Contractor, taking into consideration factors such as project complexity, scope, and any specific requirements.
- The duration of the project will be mutually agreed upon between the Contractor and the relevant stakeholders, considering project milestones and timelines.
- The cost of the project will be determined through a detailed evaluation of the scope of work, materials, labor, and other relevant factors.
- A valid Certificate of Insurance and W9 form must be provided by the Contractor.

BIDDER REQUIREMENTS:

All bidders must include all licenses applicable to this job along with their proposal. Please note that only qualified vendors with the necessary licenses and insurance will be considered.

PROPOSAL EXPIRATION DATE:

To ensure adequate time for evaluation all proposals must remain valid for a minimum of 30 days from the submissions date.

COMMON AREAS AND ALONG THE AREAS IN TOWNHOMES:

Are specified on the map

We expect that the proposer is familiar with the project and will conduct a thorough personal examination of the proposed work site(s). We encourage you to schedule a visit with the following point of contact:

Lesly Candelier;
Ph: 941-776-8593
lcandelier@castlegroup.com

We emphasize that the contractor's failure to acquaint themselves with all available information concerning the project shall not relieve them from the responsibility of properly estimating the difficulties or costs required to successfully perform the work.

Powered by

vendorSMsmart

Copperstone Master Association | Mulch for 2023 for Copperstone Master Association

June 28, 2023



Unparalleled Property Services

Thank you for your interest in our project. We eagerly await receiving your proposal.

Julio Cadena
Bid Desk Coordinator | VendorSmart
Call or Text Message: 1 954-495-8028 Ext. 1034
Email: julioc@vendorsmart.com

SCOPE OF WORK

Mulching 428-yards

The board is seeking a comprehensive list of the following information regarding the Mulch service proposal:

- **Scope of Services:** Clearly outline the specific services that will be provided by the Mulch service, including details such as mulch delivery, installation, and any additional maintenance or follow-up services for all common areas and along the areas in townhomes attached
- **Pricing Structure:** Provide a detailed breakdown of the pricing structure for the Mulch service,, and any additional fees or charges that may apply.

Please consider matching the following criteria:

- **Quality and Types of Mulch:** Specify the different types of mulch that will be offered as part of the service, highlighting their characteristics, such as organic or inorganic, color options, and any specific benefits or drawbacks associated with each type.
- **Duration and Timeline:** Provide an estimated timeline for the completion of the Mulch service, including any lead time required for mulch delivery, installation duration, and any potential factors that may affect the timeline, such as weather conditions.
- **Warranty and Guarantee:** Specify any warranties or guarantees provided with the Mulch service, including the duration of coverage, any conditions or limitations, and the process for addressing any issues or concerns that may arise.

Addressing these points will have a well-rounded understanding of the Mulch service proposal and be better equipped to evaluate its suitability for their needs.

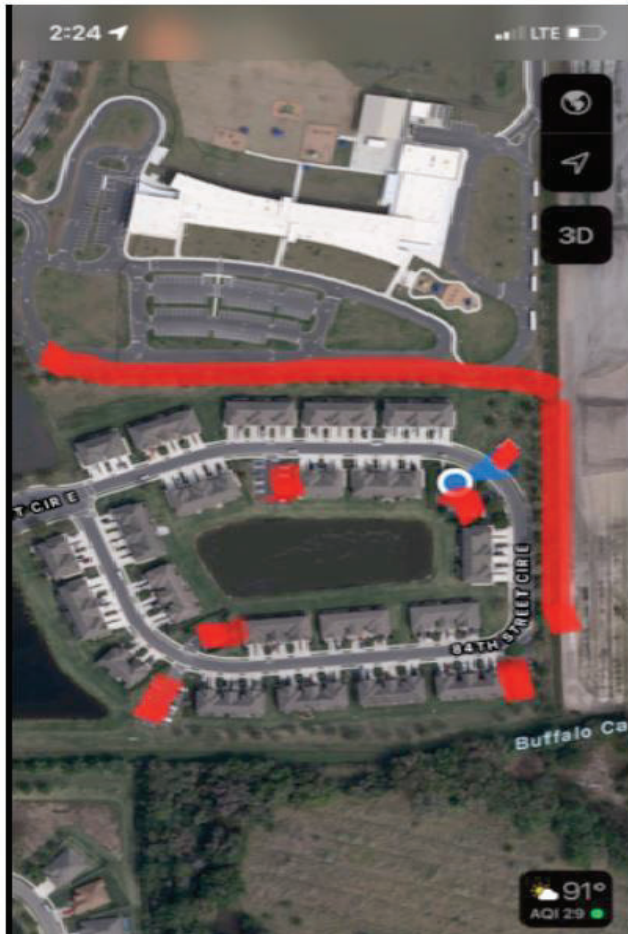
SERVICE LOCATION

Copperstone Master Association
8145 115th Avenue East
Parrish, FL 34219

Powered by

vendorSMsmart

ADDITIONAL IMAGES



Mulch Map for Master in TH area.JPG

Copperstone Master Association | Mulch for 2023 for Copperstone Master Association

June 28, 2023



Unparalleled Property Services

PROPOSAL BUDGET COMPARISON

SERVICE	J Fletcher Enterprises Trimac Outdoor	two e's Outdoor Solutions LLC	Southeast Spreading Company LLC Rating: 5 (Reviews: 1)	Bloomings Landscape & Turf Management
Mulching 428-yards	\$24,396.00	\$36,112.50	\$19,125.00	\$27,820.00
TOTAL	\$24,396.00	\$36,112.50	\$19,125.00	\$27,820.00

NOTES

1. It is the responsibility of the Board Members to read, understand and agree to the terms and conditions contained in each proposal, prior to entering a legal contract with the winning vendor. Proposals can vary widely from each other. Additional information or clarification may be required from the bidders prior to awarding the contract.
2. We recommended the Board of Directors request an oral presentation from the bidding vendors to clarify their written proposals and obtain additional information before making any decision.
3. When interviewing vendors for a contract, consider vendor performance history, capabilities and limitations, and references, Price shouldn't **be the only deciding factor to select a vendor**

Copperstone Master Association | Mulch for 2023 for Copperstone Master Association

June 28, 2023



Unparalleled Property Services

PROPOSAL QUALIFICATION COMPARISON

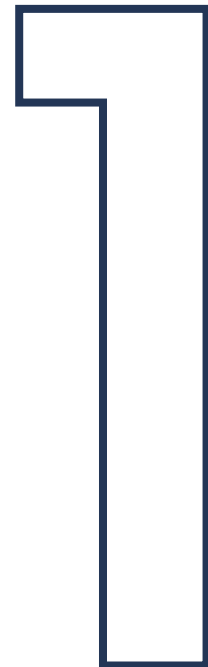
VENDOR QUALIFICATIONS	J Fletcher Enterprises Trimac Outdoor	two e's Outdoor Solutions LLC	Southeast Spreading Company LLC Rating: 5 (Reviews: 1) ¹	Bloomings Landscape & Turf Management
General Liability Insurance (Required)	✗	✓	✗	✓
Workers Compensation (Required)	✗	✓	✓	✗
Licensing (Required)	✓	✓	✓	✓

NOTE: All Vendors stated that they comply with the necessary documentation, but they are not updated in the system. The Association must request the documentation.

Finding the
 **Right Vendor**
For You



Proposal #1
J Fletcher
Trimac Outdoor



June 28, 2023



Unparalleled Proactive Services

J Fletcher Enterprises - Trimac Outdoor **Pending**

VENDOR RATING

N/A

TOTAL BID

\$24,396.00

Thank you very much

BIDS FOR SCOPE OF WORK ITEMS

SERVICE	PRICE
Mulching 428-yards	\$24,396.00
TOTAL	\$24,396.00

VENDOR QUALIFICATIONS

General Liability Insurance	×
Workers Compensation	×
Licensing	✓

NOTE: All Vendors stated that they comply with the necessary documentation, but they are not updated in the system. The Association must request the documentation.

Authorization for Extra Work



Job Name	Copperstone Master
Attention	
RE	8145 115th Ave East
City/ST	Parrish, FL 34219
Estimator	Milo Williams
Date	June 26, 2023

Jacksonville, Florida

Phone: (904) 214-6523

Work Classification

Irrigation _____ Tree Trimming _____

Enhancements Other

Material and Labor Based on the Following Landscape Enhancements

DESCRIPTION	SIZE	QTY	UNIT COST	EXT'D COST
<i>Mulch Property (Map Provided)</i>		428	\$ 57.00	\$ 24,396.00
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
SUB-TOTAL:			\$ 24,396.00	
Tax % (if Applicable)	<input type="checkbox"/>		TAX:	\$ -
TOTAL:			\$ 24,396.00	

APPROVAL INFORMATION:

Note: Trimac Outdoor Can Not Warranty Any Sod and/or Plant Material With Out Proper Irrigation Coverage

Authorized by _____ Date _____ Work Order # _____

Finding the
 **Right Vendor**
For You



Proposal #2
two e's Outdoor
Solutions LLC



June 28, 2023



Unparalleled Property Services

two e's Outdoor Solutions LLC Compliant

VENDOR RATING

N/A

TOTAL BID

\$36,112.50

We have reviewed the property for this project. We did find that the existing pine bark mulch is substantial and thick in most focal areas. These areas are just needing a light cover for fresh color. There are many outlying areas that appear to be missing mulch or lost their mulch over the time since last application. We have provided a bid for the recommended quantity in the RFP.

A suggestion going forward would be to consider removal of mulch, as it tends to build up over years, in these high focal areas and island beds where it is overflowing the curb. In doing so, it would allow for a change in type or a more contained look with a new application.

BIDS FOR SCOPE OF WORK ITEMS

SERVICE	PRICE
Mulching 428-yards	\$36,112.50
TOTAL	\$36,112.50

VENDOR QUALIFICATIONS

General Liability Insurance	
Workers Compensation	
Licensing	



ESTIMATE

Community common mulching

two e's Outdoor Solutions LLC
1767 Lakewood Ranch Boulevard
#164
Bradenton, Florida 34211
United States

Phone: 941.500.4463
Mobile: 941.465.1123
twoesoutdoor.com

BILL TO
Copperstone Master Association
Lesly Candelier
8145 115th Avenue East
Palmetto, Florida 34219
United States

(941) 776-8593
lcandelier@castlegroup.com

Estimate Number: 109
Estimate Date: June 21, 2023
Expires On: July 21, 2023
Grand Total (USD): **\$36,112.50**

Services

Quantity

Mulch - Pine Bark Nuggets
2 cubic foot bag

5778

Total: \$36,112.50

Grand Total (USD): **\$36,112.50**

Notes / Terms

Contract Terms:

- 1) Two e's Outdoor Solutions LLC shall not be held liable for any loss resulting from delay caused by weather conditions, strikes, etc.
- 2) Two e's Outdoor Solutions LLC will not be held liable for damage to underground objects including but not limited to; gas line, water lines, electric lines, telephone lines, sewage lines, cable lines, etc. Two e's Outdoor Solutions LLC will not be held responsible for damage to paver or concrete driveways or sidewalks or any movable objects such as stepping stones, path borders or other landscape features.
- 3) Due to the nature of our service a certain amount of damage to grass and landscape is unavoidable, but every attempt will be made to minimize this damage. Two e's Outdoor Solutions LLC will make no guarantee to prevent damage to landscape or grass unless it is written in detail on this contract and agreed to before start date.
- 4) Any change to the scope of work, whether it be for reduction in work and price or an increase in work and price will be made only after written agreement is made between the contractor and the customer.
- 5) All necessary permits or authorizations will be the responsibility of the homeowner unless stated otherwise.

3.5% processing fee will be added for credit card payments with Discover, VISA, Mastercard or American Express.

Finding the
 **Right Vendor**
For You



Proposal #3
Southeast
Company LLC



June 28, 2023



Unparalleled Property Services

Southeast Spreading Company LLC  Compliant

VENDOR RATING

5 (Reviews:)

TOTAL BID




\$19,125.00

Quote for the mulch from southeast spreading

BIDS FOR SCOPE OF WORK ITEMS

SERVICE	PRICE
Mulching 428-yards	\$19,125.00
TOTAL	\$19,125.00

VENDOR QUALIFICATIONS

General Liability Insurance	
Workers Compensation	
Licensing	

NOTE: All Vendors stated that they comply with the necessary documentation, but they are not updated in the system. The Association must request the documentation.

Southeast Spreading Company, LLC	
6089 Janes Lane Naples FL 34109	
Phone #	Fax #
239-332-2595	239-332-2852



Estimate	
Date	Estimate #
6/4/2023	21879
Please provide sales tax exemption certificate upon acceptance of estimate. (if applicable)	

Customer/Client Name / Address
Copperstone Master Association inc 8145 115th Ave E Parrish, FL 34219
R TM

Ship To
Copperstone Master Association inc 8145 115th Ave E Parrish, FL 34219

<i>Provide PO # if applicable</i>	Terms	Project Name/Description	Additional Job Name/Information
	Net 30	Copperstone Master Assoc	2023

Description	Qty	Rate	Total
Copperstone Master Assoc - Common Grounds 3cu ft pine bark mulch			
3 cu ft Mulch Installed	3,825	5.00	19,125.00

<p>PLEASE NOTE: THE ABOVE PRICING IS ONLY VALID FOR 7 DAYS</p> <p>Thank you for your business! Please sign and fax/email proposal back to (239)332-2852 or shane@southeastspreading.com</p> <p>APPROVAL & DATE</p> <p>Signature _____ Date _____</p>	Subtotal	\$19,125.00
	Sales Tax (7.0%)	\$0.00
	Total	\$19,125.00

Finding the
 **Right Vendor**
For You



Proposal #4
Bloomings
Landscape & Turf
Management



June 28, 2023



Unparalleled Property Services

Bloomings Landscape & Turf Management **Pending**

VENDOR RATING

N/A

TOTAL BID

\$27,820.00

2023 Mulch Proposal

BIDS FOR SCOPE OF WORK ITEMS

SERVICE	PRICE
Mulching 428-yards	\$27,820.00
TOTAL	\$27,820.00

VENDOR QUALIFICATIONS

General Liability Insurance	✓
Workers Compensation	✗
Licensing	✓

NOTE: All Vendors stated that they comply with the necessary documentation, but they are not updated in the system. The Association must request the documentation.



Landscape Enhancement Proposal

Copperstone

PREPARED BY:

Bloomings Landscape and Turf Management, Inc.

Jay Perez

Jay@bloomingslandscape.com



Click to play video in browser





Dear Copperstone,

On behalf of Bloomings Landscape and Turf Management Inc., we are honored and privileged for the opportunity to provide a landscape enhancement proposal for your community.

The Bloomings Management Team has meticulously custom designed the following Landscape Enhancement Plan to specifically fit your landscaping needs. With a major focus on the plant species, turf species, soil physiology, and irrigation possibilities that your property currently allows.

Bloomings number one priority is to provide your community with the best customer service, horticultural expertise, and cutting-edge turf science the industry has to offer. We have over 20 plus years of professional Landscape and Turf Management experience. Combining that industry experience with the latest landscaping management tools, equipment, and technology allows Bloomings to create innovative plans that keep clients budgets inline. While providing all-inclusive result-oriented Landscape Enhancement Program

Again, Bloomings truly wants to thank you for the opportunity to become your Landscape Enhancement partner and we look forward to forging a long term successful business relationship.

Regards,

Jay Perez

Bloomings Landscape and Turf Management, Inc.





About Us:

Bloomings Landscape and Turf Management, Inc. was founded and incorporated in June of 1999 by Robert Yarish. Rob graduated from North Carolina State University in 1996 with a B.S. in Turf Grass Management. While completing his degree at NC State he worked with the PGA tour in Raleigh North Carolina as an Assistant Superintendent where he was able to apply his education to his passion in Turf Grass Management. In 1998 Rob made the decision to move his family to Sarasota and apply his passion to business by incorporating Bloomings Landscape and Turf Management.

The Company is privileged to employ several additional Turf and Horticultural degreed TEAM members with expertise ranging from knowledge of the industry's latest technology, fertilization chemistry, pest control and a Certified Arborist. We believe in cross training all of our employees to optimize each employees ability to improve and grow in their role within the Bloomings team. This proven business philosophy has provided our client communities low turnover rates and highly trained employees.

Throughout Bloomings 20 plus year Landscaping industry service, we have partnered with every type of client including HOAs, COAs, CDDs, Retail, Office & Mixed Use Complex. Our expertise range from total landscape design, annual landscape management, irrigation maintenance and repair, fertilization, mulching program, tree pruning services and pest control. We strive to provide a well-rounded landscape program, well trained staff, and a "whatever it takes" attitude from each of our employees to each of our client communities.

**References can be provided upon request.*

***Robert F. Yarish, President
Bloomings Landscape and Turf Management, Inc.***

General Terms and Conditions:

Description of Work and Contractors Responsibilities

The Contractor shall perform all work in accordance with the specifications as described.

Acts of God

Work schedules may be interrupted by acts of God, to the point scheduled activities may be temporarily halted in which event the following conditions apply.

- 1. Temporary interruption outside the control of the Contractor and the Contractor's employees shall be re-scheduled within one week of the interruption.*
- 2. Catastrophic loss due to acts of God shall terminate the said agreement.*

Terms

This Agreement is effective upon the date signed by both parties and shall commence on the date determined between both parties unless cancelled in accordance with the provisions of Default Clause. Client shall have the right to terminate this agreement with or without cause upon Sixty (60) days with written notice, long as all invoices are paid in full and no additional money is owed to the Contractor. The intent to terminate shall be sent certified mail to 5824 Bee Ridge Road #165, Sarasota, Florida 34233.

The Contractor shall have the right to cancel the Agreement with Sixty (60) days with written notice with or without cause.

Provision for Default

In the event of default by Contractor, Client shall have the right to notify the Contractor of the deficiencies in writing. The Contractor has the right to correct the deficiencies within Seven (7) business days. If the deficiencies are not corrected within the 7- business day period, Client may cancel this Agreement in its entirety.

Contract Price and Payments

- 1. Within Fifteen (15) days of the commencement of work of this Agreement the Client shall pay FIFTY (50) percent of the balance of the total amount due for the project. The remaining balance shall be due within THIRTY (30) days of the receipt of the final invoice. All additional enhancement or itemized invoices outside of the original planned scope of work will be included on the final invoice.*

Insurance

The Contractor shall provide Client with an active certificate of Insurance for Workers' Compensation, General Liability, property damage, and Auto. Client shall be listed as additional Insured.

General Terms and Conditions:

Supervision

The Contractor shall supervise and direct the work, using its best skill and attention to provide the highest level of horticultural expertise the industry has to offer. The Contractor shall designate a horticulturally trained and experienced Manager responsible for the direct communications and executions of the said scope of work identified within this Agreement.

All labor and material is included to provide the scope of work within the aforementioned Agreement.

Safety

The Contractor shall be responsible for compliance of all safety regulations of jurisdiction in the area of work and shall use traffic cones as may be required at both the front and rear of the vehicles when on public roadways. Employees shall be in uniform shirt and pants for identification purposes and all vehicles shall be identifiable with Bloomings lettering.

Pre-existing Conditions

The Contractor is not responsible for Acts of God or pre-existing conditions. The Contractor shall not be held responsible for underground utilities, pipes, wires or any other underground service lines not identified or clearly marked. The Contractor shall have any and all utilities marked prior to doing any excavation or digging.

Attorneys Fees

If Bloomings Landscape or Client fail to comply with the agreements, conditions, or covenants of this agreement and legal action is required to resolve any dispute, the prevailing party thereof shall be entitled to costs and attorneys fees.

Indemnity

Bloomings Landscape shall indemnify, defend and hold Client harmless from any and all claims, causes, action, judgements, liens, and suits of any nature, including claims for personal injury, damage to property and others, damage to any property and claims for payment of services rendered arising out of the Bloomings being on the property.



Landscape Enhancement Budget:

This proposed budget includes all labor and materials necessary to perform the highest level of landscape management services described within our Proposal. We have priced the scope of work to provide this community with the level of service and product necessary to improve the health, vigor and aesthetics that everyone in the neighborhood is expecting to see. Bloomings looks forward to the opportunity to continue this Proposal discussion with you.

Description	Price
Copperstone Master Association - 428 Cubic Yards of Mulch	\$27,820
Total	\$27,820

Hi Lesly, Thank you for the opportunity. Please feel free to reach out to me with any additional questions.

 SIGNATURE
Jay Perez

 SIGNATURE
Lesly Candelier

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, September 5, 2023, at 6:20 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; Chair
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
Alba Sanchez	Representative, Inframark

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 comments at this time.

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. Staff mentioned grass clippings being blown into ponds, they will advise landscape to stop blowing grass clippings into the ponds.

49 **B. District Engineer**
50
51 Mr. Thornton was not present, no report given at the time. The Board requests pond
52 certification data update as well as an update on any open projects going on in the
53 District.
54

55 **C. District Counsel**
56
57 Mr. Barnebey was present, there were no reports at this given.
58

59 **D. District Manager**
60 **1. Review of District Manager's Report**
61

62 Ms. Newsome informed the Board that the next regular meeting is scheduled for
63 Tuesday, October 3, 2023, at 6:30 p.m. at the Harrison Ranch Clubhouse.
64

65 Ms. Newsome presented the District Manager's Report to the Board. The Board
66 requested a spreadsheet of all invoices that show funds spent on mulch from 2020-
67 2022 to be presented to the Board at the October meeting.

68 **FOURTH ORDER OF BUSINESS** **Discussion of Vehicle Bridge**
69

70 The Board discussed further options for the repair of the vehicular bridge. The project to
71 replace 17 boards, less than 6 months ago, has already shown severe signs of wear and
72 some already need to be replaced. Mr. Fretz will take the lead and work with Staff to get
73 additional quotes for repairs to the vehicular bridge. Proposals should show the complete
74 scope of work including warranty.
75

76 **FIFTH ORDER OF BUSINESS** **Discussion of County Grant**
77 **for Ditch Bank Erosion**
78

79 This agenda item has been tabled to the October meeting. Ms. Newsome will research
80 county requirements or deadlines associated with the grant and report to the Board at the
81 October meeting.
82

83 **SIXTH ORDER OF BUSINESS** **Discussion of RFP for**
84 **District Management Services**
85

86 District Counsel discussed the RFP extensively with the Board. After further discussion and
87 ranking, counsel informed staff that the Board of Supervisors accepted the bid from the
88 highest-ranking score Rizzetta & Co., for a 6-month period, for the Copperstone Community
89 Development District.
90

91 **SEVENTH ORDER OF BUSINESS** **Public Hearing on the Fiscal Year**
92 **2023-2024 Final Budget**
93

On a Motion by Mr. Bailey, seconded by Mr. Litrenta with all in favor, the Board of Supervisors motioned to Open a Public Hearing on the Fiscal Year 2023-2024 Final Budget, for the Copperstone Community Development District.

94
95
96

Audience Comments: None

On a Motion by Mr. Stulman, seconded by Mr. Litrenta with all in favor, the Board of Supervisors motioned to Close a Public Hearing on the Fiscal Year 2023-2024 Final Budget, for the Copperstone Community Development District.

97
98
99

1. Consideration of Resolution 2023-07, Adopting the Fiscal Year 2023-2024 Final Budget

100

On a Motion by Mr. Stulman, seconded by Mr. Fretz, with an opposing vote from Mr., Bailey, the Board of Supervisors adopted Resolution 2023-07, Adopting the Fiscal Year 2023-2024 Final Budget, for the Copperstone Community Development District.

101
102
103
104

EIGHTH ORDER OF BUSINESS

Public Hearing on the Fiscal Year 2023-2024 Special Assessments

On a Motion by Mr. Stulman, seconded by Mr. Fretz with all in favor, the Board of Supervisors motioned to Open a Public Hearing on the Fiscal Year 2023-2024 Special Assessments, for the Copperstone Community Development District.

105
106
107

Audience Comments: None

On a Motion by Mr. Stulman, seconded by Mr. Fretz with all in favor, the Board of Supervisors motioned to Close a Public Hearing on the Fiscal Year 2023-2024 Special Assessments, for the Copperstone Community Development District.

108
109
110
111

1. Consideration of Resolution 2023-08, Adopting the Fiscal Year 2023-2024 Special Assessments

On a Motion by Mr. Stulman, seconded by Mr. Fretz, with one opposing vote from Mr. Bailey, the Board of Supervisors adopted Resolution 2023-08, Adopting the Fiscal Year 2023-2024 Special Assessments, for the Copperstone Community Development District.

112
113
114
115
116

NINTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors Meeting held on August 1, 2023

On a Motion by Mr. Stulman, seconded by Mr. Fretz with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on August 1, 2023, for the Copperstone Community Development District.

117
118 **TENTH ORDER OF BUSINESS** **Consideration of Operations and**
119 **Maintenance Expenditures**
120 **for June and July 2023**
121

On a Motion by Mr. Litrenta, seconded by Mr. Fondario with all in favor, the Board of Supervisors ratified the Operations and Maintenance Expenditures for June 2023 (\$33,592.58), and July 2023 (\$15,106,99), for the Copperstone Community Development District.

122
123 **ELEVENTH ORDER OF BUSINESS** **Supervisors Requests**
124
125 Mr. Bailey asked that an updated action item list be sent to the Board. He also asked
126 Board Members to bring back any constructive feedback for Rizzetta at the next meeting.

127
128 **TWELFTH ORDER OF BUSINESS** **Adjournment**
129

On a Motion by Mr. Fondario, seconded by Mr. Litrenta, with all in favor, the Board of Supervisors agreed to adjourn the meeting at 8:33 p.m., for the Copperstone Community Development District.

130
131
132
133 _____
Assistant Secretary Chairman/Vice Chairman

Tab 10

Copperstone Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 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.	100166	10550609 8/23	Monthly Lake Maintenance 08/23	\$ 2,480.00
Gerard Litrenta III	100164	GL080123	Board of Supervisors Meeting 08/01/23	\$ 200.00
Michael Fondario	100161	MF080123	Board of Supervisors Meeting 08/01/23	\$ 200.00
Ryan Stulman	100162	RS080123	Board of Supervisors Meeting 08/01/23	\$ 200.00
Thomas R Fretz	100163	TF080123	Board of Supervisors Meeting 08/01/23	\$ 200.00
Adam E Bailey	100173	AB082223	Board of Supervisors Meeting 08/22/23	\$ 200.00
Gerard Litrenta III	100174	GL082223	Board of Supervisors Meeting 08/22/23	\$ 200.00
Michael Fondario	100175	MF082223	Board of Supervisors Meeting 08/22/23	\$ 200.00
Ryan Stulman	100176	RS082223	Board of Supervisors Meeting 08/22/23	\$ 200.00
Thomas R Fretz	100177	TF082223	Board of Supervisors Meeting 08/22/23	\$ 200.00
Blalock Walters, P.A.	100170	44351-000-20	Legal Services through 07/31/23	\$ 850.00
Blalock Walters, P.A.	100170	44351-002-8	Legal Services through 07/31/23	\$ 480.00
Cepra Landscape, LLC	100167	TPA2293	Landscape Maintenance 06/23	\$ 9,945.00

Copperstone Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Cepra Landscape, LLC	100168	TPA2345	Irrigation Inspection 06/23	\$ 368.40
Cepra Landscape, LLC	100171	TPA2413	Landscape Maintenance 07/23	\$ 9,945.00
Cepra Landscape, LLC	100171	TPA2536	Work Order 33389 07/31/23	\$ 1,886.40
Copperstone Master Association	100172	1123	Mulch Install 60% 2020-2022	\$ 31,856.05
Peace River Electric Cooperative, Inc.	20230803-1	Electric Summary 06/23 Auto Draft	Electric Summary 06/23	\$ 926.11
Rizzetta & Company, Inc.	100165	INV00000082182	District Management Fees 08/23	\$ 3,991.67
Rizzetta & Company, Inc.	100169	INV00000082336	Mass Mailing 08/23	<u>\$ 1,105.48</u>
Total Report				<u>\$ 65,634.11</u>