



Rizzetta & Company

Copperstone Community Development District

**Board of Supervisors' Regular Meeting
November 7, 2023**

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

copperstonecdd.org

COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT AGENDA

Harrison Ranch Clubhouse located at 5755 Harrison Ranch Blvd, 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	Half Associates, Inc.

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

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

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

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

COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT

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

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

www.copperstonecdd.org

**Board of Supervisors
Copperstone Community
Development District**

October 31, 2023

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Copperstone Community Development District will be held on **Tuesday, November 7, 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. Update on Task Order #5
 - 2. Update on Pond Certification for Ponds 19-23
 - C. District Counsel**
 - 1. Update on RFP for District Engineer
 - D. District Manager**
 - 1. Review of District Manager’s Report.....Tab 2
- 4. BUSINESS ITEMS**
 - A. Presentation of Revised District Management Agreement.....Tab 3**
 - B. Presentation of Website Audit..... Tab 4**
 - C. Consideration of Vehicular Bridge Repair Proposal..... Tab 5**
 - D. Update on the County Grant**
 - E. Discussion of Revised Mulch Bid Proposals**
- 5. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors Meeting held on October 3, 2023..... Tab 6**
 - B. Consideration of Operations and Maintenance Expenditures for September 2023..... Tab 7**
- 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:
10/26/2023

Prepared for:
Copperstone
Community Development District

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

www.AdvancedAquatic.com
lakes@advancedaquatic.com

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



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Site Assessments

Pond 1

Comments:

Normal Growth Observed

Torpedograss observed and treated.
Trace amounts of native aquatic plant growth.

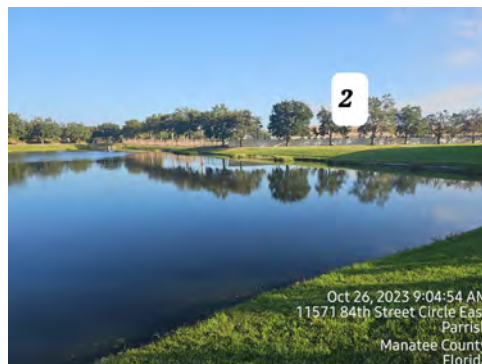


Pond 2

Comments:

Site Looks Good

Trace amount of Torpedograss
observed and treated.



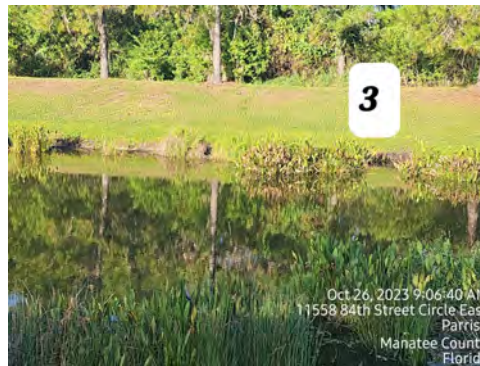
Site Assessments

Pond 3

Comments:

Normal Growth Observed

Torpedograss observed and treated.



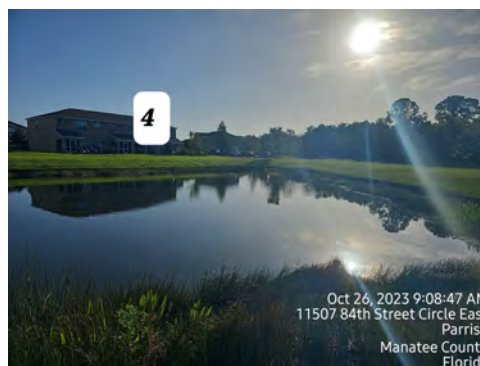
Pond 4

Comments:

Normal Growth Observed

Trace amounts of Torpedograss and algae observed and treated.

A significant portion of the pond shoreline is nicely covered with native aquatic plant growth.



Site Assessments

Pond 5

Comments:

Normal Growth Observed

Algae observed and treated.

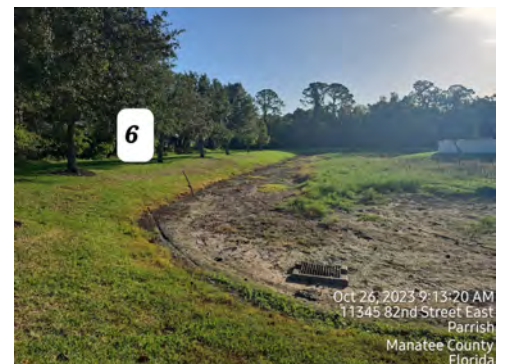


Dry Retention Area 6

Comments:

Normal Growth Observed

Keeping outflow structures clear of any growth and maintaining a ten ft swath around the retention area.



Site Assessments

Dry Retention Area 7

Comments:

Normal Growth Observed

Keeping area clear of any growth and a 10ft swath around retention area.

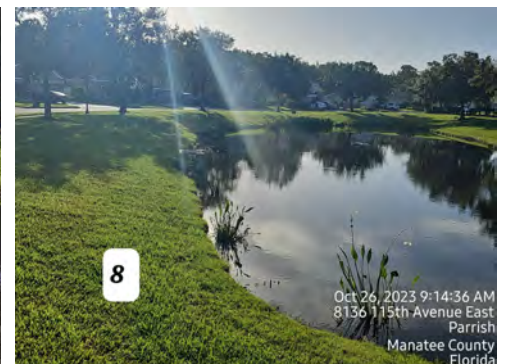
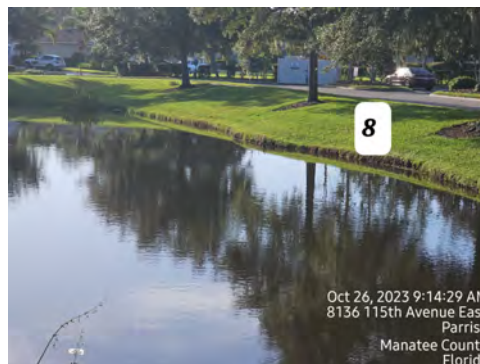


Pond 8

Comments:

Site Looks Good

Minor amounts of algae and Torpedograss observed and treated.



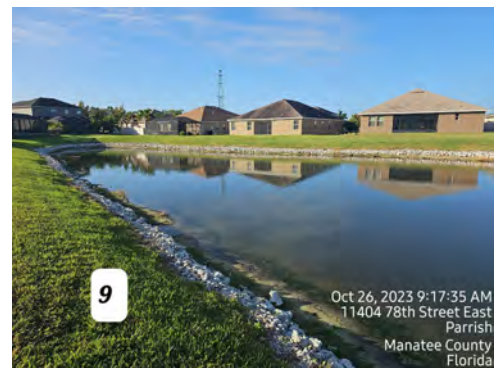
Site Assessments

Pond 9

Comments:

Normal Growth Observed

Torpedograss observed and treated.



Pond 10

Comments:

Site Looks Good

Trace amount of Torpedograss
observed and treated.





Site Assessments

Pond 11

Comments:

Site Looks Good

Trace amount of Torpedograss observed and treated.

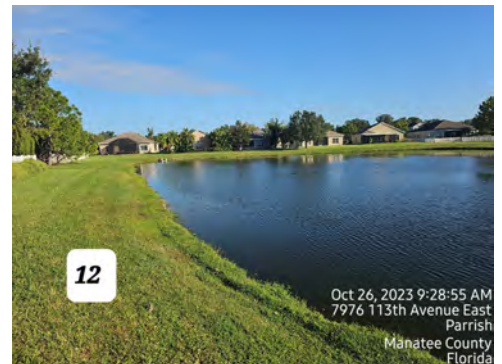
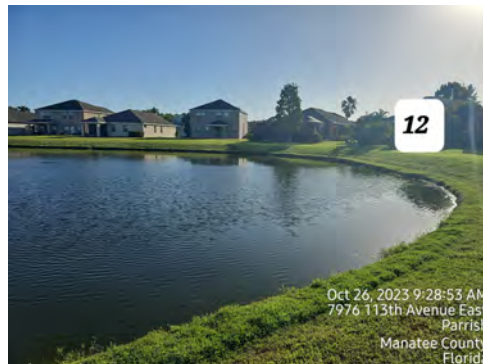


Pond 12

Comments:

Site Looks Good

Trace amountsof Torpedograss and algae observed and treated.



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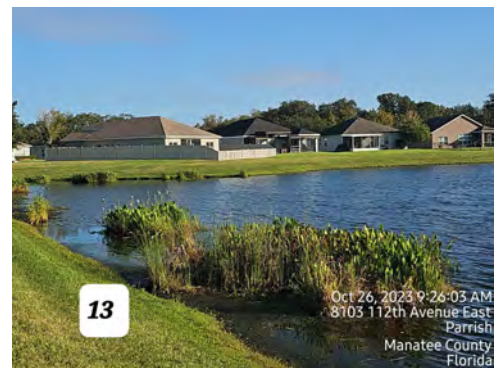
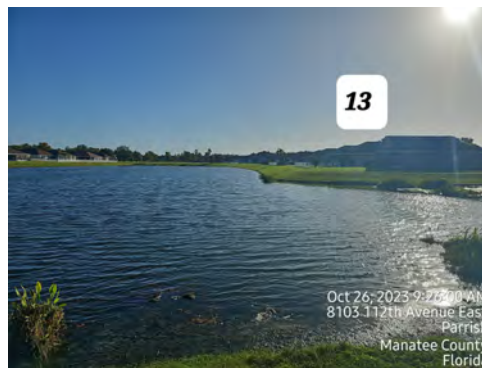
Site Assessments

Pond 13

Comments:

Normal Growth Observed

Algae observed and treated.



Pond 14

Comments:

Normal Growth Observed

Algae and Torpedo geass observed and treated.

A minimal portion of the pond shoreline is nicely covered with native aquatic plant growth.



Site Assessments

Pond 15

Comments:

Site Looks Good

Trace amounts of Torpedogras and algae observed and treated.



Dry Retention Area 16

Comments:

Normal Growth Observed

Torpedogras observed and treated near drainage structure.



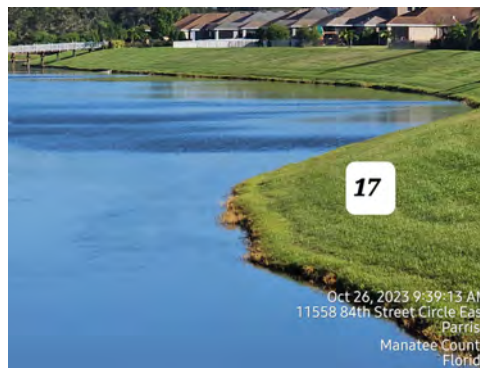
Site Assessments

Pond 17

Comments:

Normal Growth Observed

Torpedograss observed and treated.



Pond 18

Comments:

Normal Growth Observed

Torpedograss and algae observed and treated.



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Site Assessments

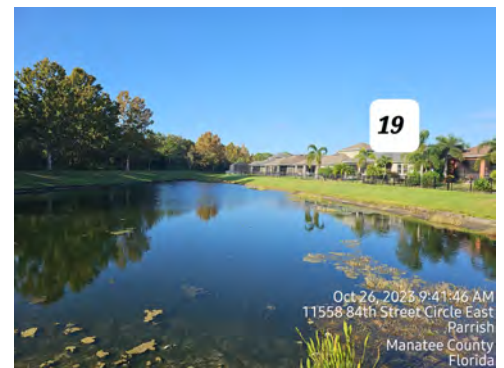
Pond 19

Comments:

Normal Growth Observed

Algae observed and treated.

We will continue to assess this pond shoreline for the possibility of native aquatic plant growth introduction in the Spring of 2024.

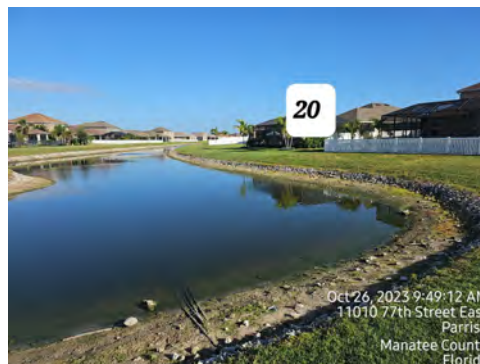


Pond 20

Comments:

Site Looks Good

Torpedograss and algae observed and treated.



Site Assessments

Pond 21

Comments:

Site Looks Good

Minor amounts of algae and Torpedograss observed at this time.

A significant portion of the pond shoreline is nicely covered with native aquatic plant growth.

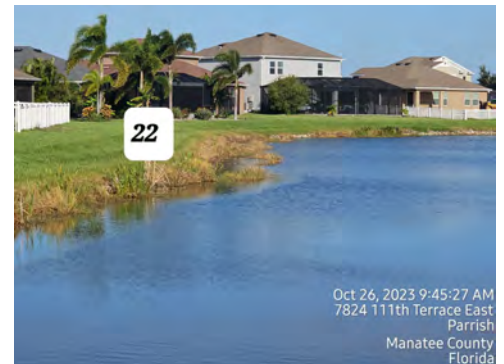


Pond 22

Comments:

Normal Growth Observed

Torpedograss observed and treated within and around the native aquatic plant growth..



Site Assessments

Pond 23

Comments:

Normal Growth Observed

Water Lettuce and Torpedograss observed and treated.



Pond 24

Comments:

Site Looks Good

Torpedograss and algae observed and treated.

A minimal portion of the pond shoreline is nicely covered with native aquatic plant growth.



Site Assessments

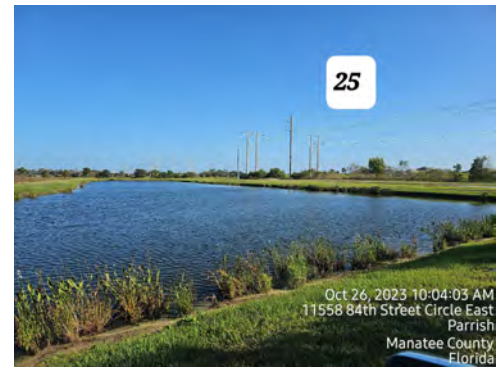
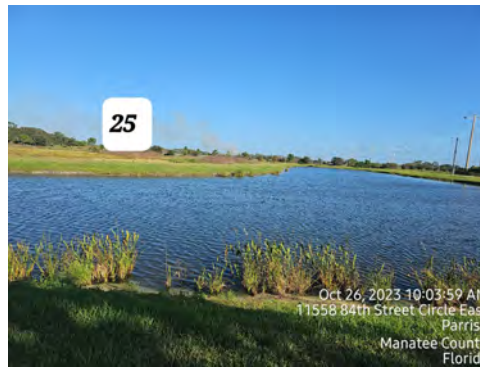
Pond 25

Comments:

Site Looks Good

Trace amount of algae observed and treated.

A minimal portion of the pond shoreline is nicely covered with native aquatic plant growth.



Littoral Area 26

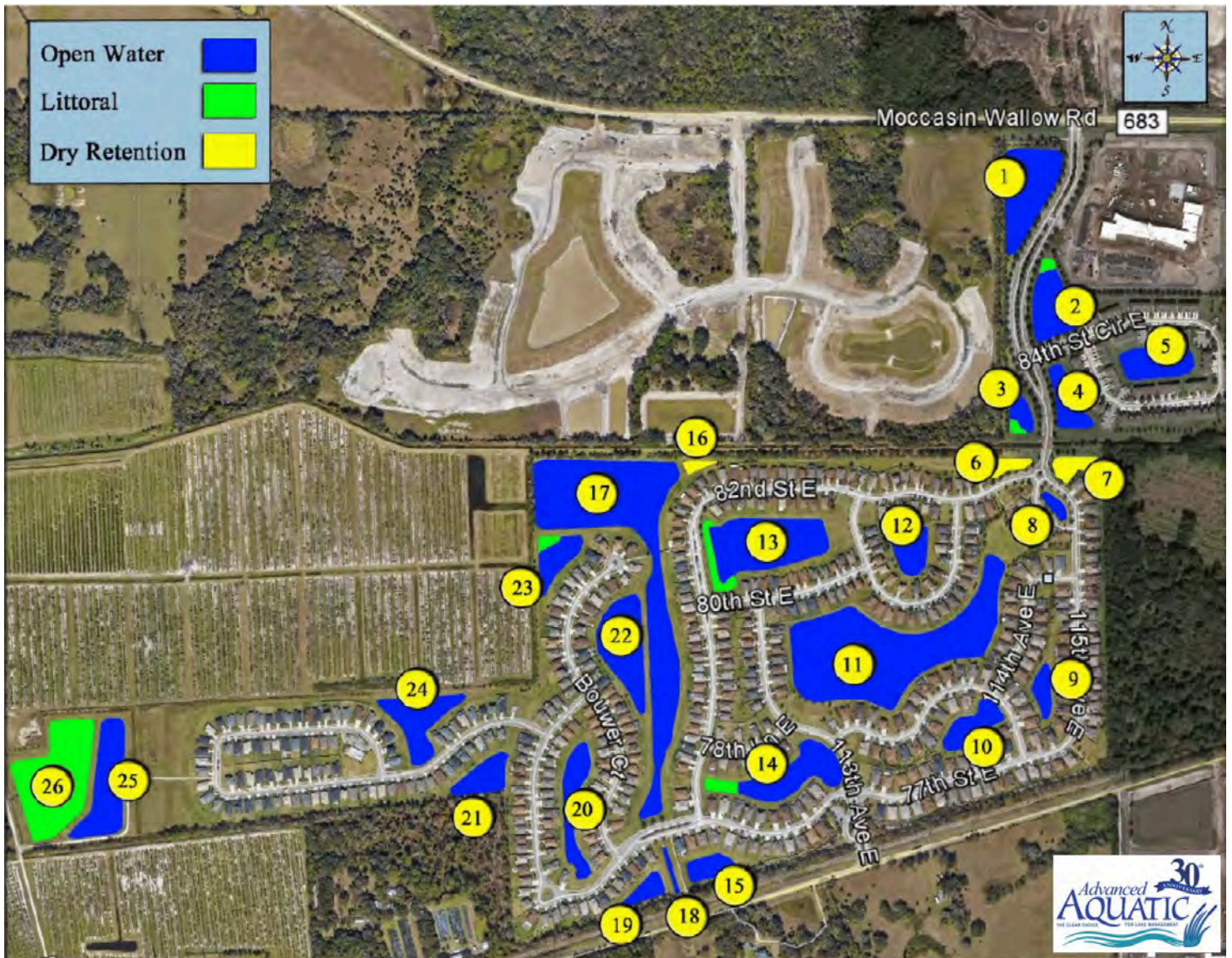
Comments:

Normal Growth Observed

Keeping a 10 ft swath around the perimeter treated to remain clear of any growth. Torpedograss observed and treated.



Map



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lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
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Tab 2



Rizzetta & Company

November 7

District Manager's Report

2023

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UPCOMING DATES TO REMEMBER

- **Next Meeting:** December 5, 2023 @ 630p (Copperstone Clubhouse)
- **Next Election:** November 2024

<u>FINANCIAL SUMMARY</u>	<u>9/30/2023</u>
General Fund Cash & Investment Balance:	\$110,898
Reserve Fund Cash & Investment Balance:	\$308,020
Debt Service Fund Investment Balance:	<u>\$87,582</u>
Total Cash and Investment Balances:	\$506,500
General Fund Expense Variance:	\$18,330 Under Budget

C
D
D

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

#	Start Date	Responsible Entity and Points of Contact	Summary of Complete Action Items	Resolution - Status	Next Target or Completion Date	Notes or Questions
	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
	10/13/2022	DM, Tom	Vehicle bridge repairs using priority list from DE	In progress	Update due 11/02/23	09/28/2023 - Delta Engineering sent in a proposal for a Structural Condition Assessment of the Vehicular Bridge. The board took no action on this item. 10/03/23 - Tom F. has been in contact with Mark at Bridge Builder (Souther Bridge Builders) and has an onsite meeting scheduled for Oct 20 to go over the bridge priority list and will try to have full proposal ready for November meeting. 10/20/2023 - On-site meeting with bridge vendor.
	2/7/2023	DM	County Grant for Drainage canal at Erie entrance - W side, N bank erosion.	In progress	Update due 11/02/23	CDD needs to submit the application for Count Grant. Once approved District will have 1 year to complete the project. DM will coordinate with DE to obtain project plans and also request bids for ditch repair options. 10/11/23 - DM and TomF will have an on-site visit to assess the ditch and gather information to aid DE office. 10/30/2023 - Received procedure from the county.
	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 facilitate contract renewal concerns 10/11/2023 - On-site meeting is scheduled for 5p with CEPRA, CDD and HOA. Update will be given at November meeting. 10/20/2023 - Requested verbiage from Cebra and responses from HOA were received. All contract information will be compiled and submitted to both CDD and HOA counsel for review.
	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. Follow-up requested on 10/06/23 from DE's covering team. 10/24/2023 - I did not want to proceed with Task #5 if the decision would be to replace me. Since the replacement Engineer may have a different recommendation or wish to redo the effort.
	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.
	4/4/2023	DM, Advanced Aquatic	Pond 1 Fountain Motor Replacement	Pending	Install By: 10/13/2023	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. 10/03/2023 - AA informed that Franklin Motor has been ordered and will be installed by Oct 13th.
	5/2/2023	DM/DE	Signage for Ponds 9, 10, 12, 17 and 21	Pending	On going	Verbiage to say "Caution Unstable Banks" on a white background with Black letters, 24 Signs. 1 sign to say #Unstable Banks" as well. Poles for install should be white galvanized and unpainted. 25 total signs. DM is working with Mike Signs for quote and proofs for signage. Tom will be providing locations for sign locations.
	9/5/2023	DE	Pond Certification Data Report/Update for Ponds 19-23 due for recertification in May 2024	Pending	On going	DE to provide all current and upcoming pond certification information. Follow-up requested on 10/06/23 from DE's covering team
	9/5/2023	DE	Resident Drainage Issue	Pending	On going	DE to follow up on the drainage issue behind residents home on 115th Ave. DM requested follow up on 10/06/23 from DE's covering team.
	10/3/2023	Advanced Aquatic	Ponds 13 and 19 have shallow ends and Doug recommends planting aquatic plants in those areas	Pending	Target Date April or May 2024	AA to follow up with proposal for Aquatic Plants when it is closer to the target date.
	10/3/2023	Advanced Aquatic/DM	Pond 8 Power Phase Switch	Pending	Update due 11/02/23	AA to send DM a scope of work to request for electrician for quotes
	10/3/2023	DE	Washout mound of dirt in pond 5 has not been cleared	Pending	Pending	DM requested follow up on 10/06/23 from DE's covering team.
	10/3/2023	DC/DM	Board instructed DC and DM to work together on RFQ for District Engineer Services	Pending	Update Due 11/02/23	10/06/23 - DM sent current contract and RFQ verbiage to DC.

	10/3/2023	DM/TomF/Bridge	Pedestrian Bridge Insurance Amendment	Pending	Pending	10/03/2023 – During the on-site meeting for the Vehicular Bridge, Tom will ask Mark to have a look at the pedestrian bridge and possibly get a quote for replacement. Depending on the proposal price the District will amend insurance coverage for the pedestrian bridge.
	10/3/2023	DM/TomF	Mulch Bid	Pending	Pending	10/04/2023 - TomF and DM had a conference call with HOA manager to discuss a revision of the bids to include mulch removal to the bid quotes. Once an update is received from HOA, the bids will be sent to the CDD to review at the November meeting. 10/30/2023 - Follow-up with HOA for revised bids requesting added trenching services.

Tab 3

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, through March 31, 2024. 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
Attn: Adam Bailey
Adamwest8@live.com

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

If to the Consultant: Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614
Attn: Scott Brizendine
sbrizendine@rizzetta.com



Rizzetta & Company

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. 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 per the language in Section V.
- 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:

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;



Rizzetta & Company

- I. Continuing Disclosure/Representative/Agent;
- 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 (FISCAL YEARS 2024 and 2025):

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.



Rizzetta & Company

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 4



Quarterly Compliance Audit Report

Copperstone

Date: October 2023 - 3rd Quarter

Prepared for: Scott Brizendine

Developer: Rizzetta

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit

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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

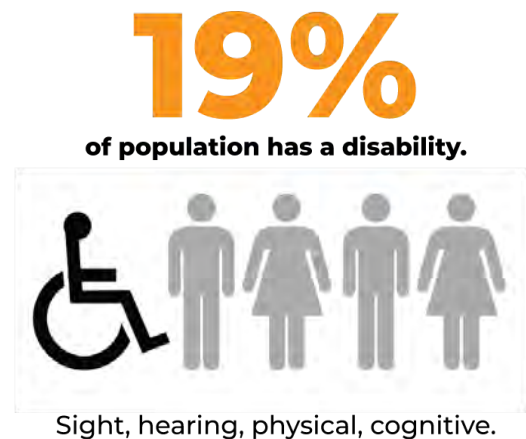
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

Tab 5



12545 DRAKEFIELD DRIVE
SPRINGHILL, FL 34610
(813) 389-8061

PROPOSAL # 00110

DATE: Wednesday, October 18, 2023

PROJECT: COPPERSTONE

TO: TOM FRETZ

RE: TIMBER BRIDGES REMOVAL AND INSTALL WEARDECK

- HS-20 VEHICULAR WEAR-DECK REMOVAL AND REPLACE
- DECKING 2x6x16' #1 PRIME.
- 4" DECK STAINLESS STEEL SCREW FASTENERS
- 11 DAYS TO COMPLETE

All materials, unless otherwise specified, to be CCA treated Southern Yellow Pine (SYP).

Price includes supervision, labor, materials, and equipment necessary for installation.

Price includes traffic control signage and routing of vehicles during re-deck.

All old material and hardware removed will be discarded and hauled to approved waste facility.

Portable sanitation will be provided at each work site for employees.

All site work and access to be provided by client.

Price based on Timber Intentions standard insurance coverages.

<i>Bridge</i>	<i>Quantity</i>	<i>Cost (\$; Per)</i>	<i>Cost (\$; Total)</i>
<i>45' x 75'</i>	<i>3375</i>	<i>\$20 SQFT</i>	
		<i>Project Total:</i>	<i>\$67,500</i>



12545 DRAKEFIELD DRIVE
SPRINGHILL, FL 34610
(813) 389-8061

Does not include the following:


Any backfilling, finish grading or concrete / asphalt transitions.

Surveying of Bridge locations or elevations.

Locating of any existing or future utilities.

Permitting or any cost, fees, taxes, or other charges as required by state or local agencies, unless otherwise specified.

APPROVAL:

<i>Name</i>	<i>Title</i>	<i>Function</i>	<i>Signature</i>	<i>Date</i>
<i>Mark Winter</i>	<i>Principal</i>	<i>Submitter</i>		<i>18OCTt23</i>
		<i>Approver</i>		

Tab 6

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, 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 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
Scott Brizendine	VPO, Rizzetta & Company, Inc.

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. He informed the Board that Ponds 13 and 19 are shallow and recommends aquatic plants to be installed in April or May of 2024. Midge Fly treatments are scheduled for October 2023. Treatments will be 7 to 10 days apart in Ponds 5,9,10,11 and 22. The Franklin Moter has been ordered

49 and will be installed by October 13. Pond 8 power phase switch is in process Advanced
50 Aquatics will provide scope of work to management to obtain quotes from an electrician.

51
52 **B. District Engineer**

53 **1. Pond Certification Update**
54

55 Mr. Thornton was not present, and no report was given at the time. The Board requests an
56 update for Ponds 19-23 due for recertification in May 2024, as well as requests an update
57 on the washout on Pond 5 as it has not been addressed by the District Engineer's team at
58 HALFF.

59
60 **2. Discussion of Temporary Pond Remediation**
61

62 No update from the District Engineer or team. The Board requires a rep from HALFF to be
63 present in person at the November meeting.
64

On a Motion by Mr. Bailey, seconded by Mr. Stulman, the Board of Supervisors motion for District Counsel and Management to review RFQ services for District Engineer and to publish a request for RFQs for new District Engineer Services, for the Copperstone Community Development District.

65
66 **3. 115th Street Drainage Update**
67

68 The Board requests that the HALFF team go out to the location of the drainage and report
69 back to the Board with updates.
70

71 **C. District Counsel**

72 **1. Public Hearing on the Rules of Procedure**
73

On a Motion by Mr. Bailey, seconded by Mr. Fretz, with all in favor, the Board of Supervisors motion to Open the Public Hearing on Adopting the Rules of Procedure, for the Copperstone Community Development District.

74
75 **Audience Comments: None.**
76

On a Motion by Mr. Stulman, seconded by Mr. Fretz, with all in favor, the Board of Supervisors motion to Close the Public Hearing on Adopting the Rules of Procedure, for the Copperstone Community Development District.

77
78 **I. Consideration of Resolution 2024-01, Adopting the**
79 **Rules of Procedure**
80

On a Motion by Mr. Stulman, seconded by Mr. Bailey, with all in favor, the Board of Supervisors adopted Resolution 2024-01, Adopting the Rules of Procedure, for the Copperstone Community Development District.

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D. District Manager

1. Review of District Manager’s Report

Ms. Newsome informed the Board that the next regular meeting is scheduled for Tuesday, November 7, 2023, at 6:30 p.m. at the Harrison Ranch Clubhouse.

Ms. Newsome presented the District Manager’s Report to the Board. The Board directs the manager that all open items on the agenda be added to the action item list. The Board also asks the district manager to send summaries of the CDD meetings to the Board and HOA staff to be added to the weekly newsletter. The Board and Staff were informed that the Copperstone Clubhouse renovations are almost complete, and the space will be available for the December meeting.

On a Motion by Mr. Stulman, seconded by Mr. Fretz, with all in favor, the Board of Supervisors motioned for Mike Signs to fabricate 24 signs with “Unstable Pod Banks” as the verbiage and 1 sign with “Unstable Banks”. All signs will be 12x18 with installation. Mr. Fretz will gather the signs to be installed around Ponds 9, 10, 12, 17, and 21., for the Copperstone Community Development District.

2. Update on Mulch Audit

Discussion ensued and management was directed to obtain confirmation that the mulch check has been received.

FOURTH ORDER OF BUSINESS **CEPRA Landscape Renewal Update**

Discussion ensued between CDD board members and HOA managers who were in attendance. A meeting with CEPRA, CDD, HOA, and Landscape Committee members is scheduled for 10/11/2023.

FIFTH ORDER OF BUSINESS **County Grant Update**

Management will meet on-site with Mr. Fretz on 10/11/2023 to look over areas to be repaired under the county grant. An update will be provided at the next meeting.

SIXTH ORDER OF BUSINESS **Vehicular Bridge Update**

Mr. Fretz informed the Board that he spoke to Mark with Bridge Builders and has an onsite meeting on October 20th and is hoping to have a proposal to present at the next meeting.

SEVENTH ORDER OF BUSINESS **Consideration of EGIS Insurance Renewal**

The Board requested staff to reach out to EGIS to inquire if there is a cost to have an on-site visit to reassess district assessments.

On a Motion by Mr. Fretz, seconded by Mr. Fondario, with all in favor, the Board of Supervisors motioned for Staff to receive proposals to replace the pedestrian bridge and possibly amend the EGIS insurance, for the Copperstone Community Development District.

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EIGHTH ORDER OF BUSINESS

**Update on New
District Management Agreement**

On a Motion by Mr. Bailey, seconded by Mr. Fretz, with all in favor, the Board of Supervisors accepted the new district management agreement and adopted the pending recommendations from counsel, and added clarifying language, for the Copperstone Community Development District.

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NINTH ORDER OF BUSINESS

Presentation of Mulch Bid

Discussion ensued; Staff will contact HOA management with all CDD recommendations.

TENTH ORDER OF BUSINESS

**Consideration of Minutes of
the Board of Supervisors Meeting
held on September 5, 2023**

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There were changes to line 46 to add more clarity: Mr. Agnew mentioned grass clippings, and management will ask the landscape company to be more cautious.

ELEVENTH ORDER OF BUSINESS

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

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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 August 2023 (\$65,634.11), for the Copperstone Community Development District.

143

On a Motion by Mr. Stulman, seconded by Mr. Bailey with all in favor, the Board of Supervisors advised Staff to pay all open invoices for CEPRA Landscape, for the Copperstone Community Development District.

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TWELFTH ORDER OF BUSINESS

Supervisors Requests

There were no supervisor requests.

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THIRTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Stulman, seconded by Mr. Fondario, with all in favor, the Board of Supervisors agreed to adjourn the meeting at 9:53 p.m., for the Copperstone Community Development District.

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Assistant Secretary

Chairman/Vice Chairman

Tab 7

COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

**Operation and Maintenance Expenditures
September 2023
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2023 through September 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$ **38,658.68**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Copperstone Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Adam E Bailey	100188	082323 Bailey	Reimbursement for Vegetation Control 08/23	\$ 37.36
Adam E Bailey	100191	092223 Bailey	Reimbursement for Vegetation Control 08/23	\$ 24.59
Adam E Bailey	100178	AB090523	Board of Supervisors Meeting 09/05/23	\$ 200.00
Advanced Aquatic Services, Inc.	100184	10551017	Monthly Lake Maintenance 09/23	\$ 2,480.00
Blalock Walters, P.A.	100189	44351-000-21	Legal Services through 08/23	\$ 925.00
Blalock Walters, P.A.	100189	44351-002-9	Legal Services 08/23	\$ 5,392.42
Egis Insurance Advisors, LLC	100194	19821	Policy #100123609 10/01/2023-10/01/2024	\$ 13,512.00
Gerard Litrenta III	100179	GI090523	Board of Supervisors Meeting 09/05/23	\$ 200.00
Halff Associates, Inc	100185	10102377	District Engineering Services 07/23/23	\$ 4,130.00
Halff Associates, Inc	100190	10103915	District Engineering Services 08/23	\$ 1,520.57
Harrison Ranch CDD	100192	CS0823-01	Meeting Rental 08/23	\$ 100.00
LLS Tax Solutions, Inc.	100193	3123	Arbitrage Services Series 2019 Ending 06/26/	\$ 500.00
McClatchy Company, LLC	100186	205348	Legal Ad 07/23	\$ 53.82
Michael Fondario	100180	MF090523	Board of Supervisors Meeting 09/05/23	\$ 200.00
Peace River Electric Cooperative, Inc ACH		Electric Summary 06/23 Autopay	Electric Summary 07/23	\$ 950.62
Rizzetta & Company, Inc.	100183	INV0000083168	District Management Fees 09/23	\$ 3,991.67

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Ryan Stulman	100181	RS090523	Board of Supervisors Meeting 09/05/23	\$ 200.00
Thomas R Fretz	100182	TF090523	Board of Supervisors Meeting 09/05/23	\$ 200.00
U.S. Bank	100187	7001492	Trustee Fees S19 07/01/23-06/30/23	<u>\$ 4,040.63</u>
Total Report				<u>\$ 38,658.68</u>