



Rizzetta & Company

Copperspring Community Development District

Board of Supervisors' Meeting February 13, 2024

**District Office:
5844 Old Pasco Road Suite 100
Wesley Chapel, FL 33544
813.994-1001**

www.copperspringcdd.org

COPPERSPRING COMMUNITY DEVELOPMENT DISTRICT

Residence Inn by Marriott Tampa located at 2101 Northpointe Parkway, Lutz, FL 33588
www.copperspringcdd.org

District Board of Supervisors

Trevor Singh	Chairman
Christina Cruz	Vice Chairman
Uberty Macias	Assistant Secretary
Tamaria Swartzbeck	Assistant Secretary
Kelly Evans	Assistant Secretary

District Manager	Sean Craft	Rizzetta & Company, Inc.
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District Counsel	John Vericker	Straley, Robin & Vericker
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District Engineer	David Hamstra	Pegasus Engineering, LLC
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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) 933-5571. 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.

COPPERSPRING COMMUNITY DEVELOPMENT DISTRICT

District Office – Wesley Chapel, Florida (813) 994-1001
Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614
www.copperspringcdd.org

February 5, 2024

**Board of Supervisors
Copperspring Community
Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Copperspring Community Development District will be held on **Tuesday, February 13, 2024 at 10:00 a.m.**, at the Residence Inn by Marriott Tampa located at 2101 Northpointe Parkway, Lutz, Florida 33588. The following is the agenda for the meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Landscape Maintenance Renewal 2024Tab 1
 - B. Consideration of Landscape Sod ProposalsTab 2
 - C. Consideration of Mulch ProposalTab 3
 - D. Consideration of Irrigation Pre-Approval AddendumTab 4
 - E. Ratification of Irrigation Proposals.....Tab 5
 - F. Consideration of Reserve Study Proposals.....Tab 6
 - G. Ratification of Traffic Enforcement AgreementsTab 7
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Regular Meeting held on January 9, 2024Tab 8
 - B. Consideration of Operation and Maintenance Expenditures December 2023.....Tab 9
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - i. Recommendation of Repairs along Spider Lily
 - C. Landscape and Irrigation Report.....Tab 10
 - D. District ManagerTab 11
 - i. Presentation of Website Compliance ReportTab 12
- 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) 933-5571.

Sincerely,

Sean Craft

Sean Craft
District Manager

Tab 1



LANDSCAPE MANAGEMENT CONTRACT RENEWAL

COPPERSPRING CDD

03/01/2024



Landscape Management Contract Summary of Services

Client Experience

- Assigned Account Manager with Proactive approach.
- Constant and accurate communication
- Recurring meetings & site inspections
- Monthly Reports Provided:
 - Quality Audit Report (QAR)
 - Irrigation Inspection Report
- Prompt, thorough, and accurate Proposals

Landscape Maintenance - Grounds

- (52) Services per year
- Trash & Debris Removal
- Mow & Line-Trim Turf Areas
- Hard Edge Turf Along Hard-Surface Edges
- Soft Edge Turf along Landscape Beds & Tree Rings
- Hand-Pull Visible Weeds
- Chemically Treat Landscape Beds, Tree Rings, & Hard Surfaces

Landscape Maintenance - Plant, Shrub, & Ornamentals

- (12) Services per year
- Plants, Shrubs, & Ornamentals under 10'
- Clippings, Debris, & Trash Removal

Horticulture Services - Fertilization, Insect, & Disease Control

- (12) Services per year
- (2) Plant, Shrub, & Ornamental Fertilization
- (4) Turf Fertilization
- (12) Integrated Pest Management Services

Irrigation Inspections & Repairs

- (12) Services per year
- Run & inspect zones monthly.
- Seasonal Controller Adjustments.
- Adjust irrigation heads to ensure proper coverage.
- Visual inspection for dry spots, broken heads, leaks, or staining
- Monthly irrigation repair pre-approval of \$500.00



This Contract is made this _____ day of _____, 2023 between
Peterborough Apartments (Client) and Fieldstone Landscape Services, LLC (Contractor).

Brief Overview

- Except as otherwise noted, the Contractor shall furnish all supervision, labor, materials, and equipment necessary to maintain the landscape assets in an attractive and healthy condition.
- All work will be performed in accordance with all applicable laws, codes, ordinances, and regulations.
- The Contractor shall provide professional uniformed Crews. Crews will be sufficient to meet the estimated demands for the level of landscape service as provided in the "Scope of Work" below.

Client Experience

- Assigned Account Manager with Proactive approach.
- Constant and accurate communication
- Recurring meetings & site inspections
- Monthly Reports Provided:
 - QAR
 - Irrigation Inspection Report
- Prompt, thorough, and accurate Proposals

Landscape Maintenance - Grounds

- Mowing of turf areas throughout the property will be completed weekly in the heavy growing season. Mowing in the dormant months will be scheduled bi-weekly.
- Proper height for each season will be maintained per horticultural standards. Height will vary based on species and adverse weather conditions. Typically, the height will range from 3 ½" to 5"
- Contractor will use commercial grade mowers with mulching blades and decks to promote a reduction in the use of non-organic fertilizers and a reduction of green waste.
- Edging of all hard surfaces will be completed each service. The edging of all bed-lines will be completed every other service.
- Bed-lines and tree rings with concrete edging or curbing will be maintained with a line trimmer. Bed-lines and tree rings with rock, pebble, or other hard material as bed covering will be chemically edged to prevent flying projectiles.
- The contractor to remove visible weeds and vines throughout landscape beds and tree rings.
- Chemical means will be used to control weeds throughout landscape beds, tree rings, and hard-scape joints.
- Trash will be collected, bagged, and removed from the property.
- Contractor will blow grass clippings, leaves, and debris off hard surfaces after each mowing service.

Landscape Maintenance - Plant, Shrub, & Ornamental

- Highly visible and focus areas will be maintained each service. All other areas will be maintained monthly.
- Hedges, shrubs, ornamental trees, and palms up to 10' overall height are included in routine services.
- Trimming will be completed in a neat and orderly fashion and in a manner conducive to the nature of the plant to enhance the overall landscape of the property.
- Trash will be collected, bagged, and removed from the property.



Irrigation Management

- Within the first (30) days of service Contractor will complete an Audit of the entire irrigation system and develop a full report of all aspects of the system noting any deficiencies and necessary repairs.
- Contractor will repair or replace without cost to the Client any properly installed irrigation head or component damaged during our landscape maintenance operations or through our negligence. All other repairs will be performed on a time and materials basis.
- The contractor will perform a complete irrigation system inspection monthly. During each inspection the following functions will be performed:
 - Visual inspection of Controllers/Timers, Pumps, Valves, and Heads.
 - Minor adjustments to ensure proper coverage and directional flow.
 - Adjustments to Controller programs to meet current watering restrictions, seasonal requirements, and existing turf/plant conditions.
 - Adjust all heads not functioning properly.
 - Clear obstructions prevent proper head elevation.
 - Make any needed repairs up to approved monthly 'Do Not Exceed' (ONE) without prior authorization.
 - Develop a proposal for any needed repairs beyond our monthly ONE.
 - Submit a computerized Irrigation Inspection Report following each Inspection.
- Contractor cannot assume responsibility for any turf or plant losses resulting from lack of water due to local watering restrictions. In all cases Contractor will program the Controllers to strictly adhere to all local watering guidelines and laws.
- Client to notify Contractor immediately if adjustments are made to Controllers or any other Irrigation System Component. Contractor will not be responsible for any damages resulting from the Client adjusting or servicing the Irrigation System.

Horticulture Services - Fertilization, Insect, & Disease Management

- In compliance with the Best Management Practices (GI-BMP) ordinance, all turf areas, shrub beds, and ground covers will be fertilized as per Contract specifications.
- No fertilizer shall be applied within 10' of any service water, landward edge of the top of seawall, designated wetland, or wetland as defined by the Florida Department of Environmental Protection.
- Complete fertilizers will be a custom blended mix in a granular or liquid and contain a minimum of 50% nitrogen in a slow or controlled release form.
- Turf areas will be inspected each visit for indications of pest problems such as insects, disease, weeds, etc. and advise Client of such problems.
- The contractor will be executing Integrated Pest Management (IPM) practices. Upon confirmation of a specific infestation or concern requiring a pesticide treatment, pesticides will be applied on an as needed or spot treatment basis, whenever possible, using the least toxic, effective means of control. In some cases, control of a disease or insect infestation may require a more aggressive treatment approach to reach a manageable status. A separate proposed agreement will be provided if a disease or insect infestation compromises the overall health or appearance of the turf.
- Weed Control will be completed with chemical spray applications. Chemical Weed Control will be applied safely when temperatures are below 85 degrees and wind drift is at a minimum. Due to the unavailability or restricted use of effective control products, the prevention of carpet grass and select sedges are not part of this Contract and are not included in the contract amount.

**Contractor Responsible for The Following**

- Damage due to operation of equipment in performing Contract.
- Failure to comply with all laws pertaining to protected plant species.
- Damage to plant material due to improper horticultural practices.
- Improper replacement or retrofitting of irrigation system components.

Contractor Not Responsible for The Following

- If Turf has been allowed to grow up against buildings, structures, houses, concrete curbing, landscape edging, pool enclosures, and/or fence-lines Contractor will not be responsible for damages caused to any of the above-mentioned structures. Contractor will require one of the following prior to Contract Start Date:
 - Approved Proposal to create 3" Barrier along the structure. Chemical means will be used to create Barrier.
 - Signed Waiver releasing Contractor from damage responsibility.
- Death or decline of plant material due to improper selection, placement, planting, or maintenance done before the time of this Contract.
- Damage due to improper irrigation components existing at the time of Contract execution, exposed cables/wires or sprinkler components/lines normally found below the lawn's surface.
- Flooding, storm, wind, fire, cold damages or any other 'Act of God' are not included in contract.
- Damage due to disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative irrigation components, or irrigation restrictions imposed by the Water Management District or civil authorities.
- Damage caused by, or to any hidden item in the landscape that is not clearly guarded or marked.
- Damage due to vandalism
- Debris illegally dumped on-site will be removed and disposed of at Client's expense.

Indemnification

- Contractor agrees to defend, indemnify, and hold harmless the Client from and against, any and all claims' liabilities, obligations, losses, proceedings or damages resulting from or arising out of Contractors' performance of its' duties as outlined in this Landscape Management Contract.
- Client agrees to defend, indemnify, and hold harmless the Contractor from and against, any and all claims' liabilities, obligations, losses, proceedings or damages resulting from or arising out of the Clients' performance of its' duties as outlined in this Landscape Management Contract.

Notice of Defects

- Client shall give Contractor at least (15) working days written notice to correct any problem or defect discovered in the performance of the work required under this Contract.
- If Client believes there is evidence of defective work by Contractor, Client shall not be entitled to offset or deduct amounts otherwise due to Contractor because of such defective work unless Client has first given the above required written notice to Contractor.
- Failure by Client to deliver the (15) working day written notice shall be deemed a waiver and release of any claim by Client relating to such asserted defective work by Contractor.



Term

- The term of this agreement is for (12) consecutive months beginning on **March 1, 2024**, and terminating on **February 28, 2025**.

Compensation

- The total amount to be paid under this agreement is **\$127,644.00**, which will be paid in equal monthly payments of **\$10,637.00**.
- Payment Terms are Net 30 in order to assist in financing Contractor operations. Monthly Invoices will be made on the 1st day of the month, for all services to be performed for that month. Past due amounts shall accrue interest at the annual rate of 12%. Contractor will suspend all Contract Services if past due amounts exceed (60) days from invoice date.
- If Client disputes or questions any invoice or portion of any invoice, Client shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Client.
- Work performed outside the scope of work included in this Landscape Management Service Contract shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Contract. Client agrees that if Client fails to make payment for more than (60) days after the date of any work provided by Contractor arising out of or relating to this Contract, then Contractor shall have the right to record a claim of lien against Client's property to secure payment for labor, materials, equipment, and supervision supplied by Contractor for the benefit of Client's property.

Renewal

- If, upon expiration of this contract, a new contract has not been executed by both parties, this contract shall renew for a period of one (1) year from the date of expiration of the previous term including a price increase not to exceed the current Consumer Price Index CPI. The CPI is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services. Average price data for select utility, automotive fuel, and food items are also available.
- Contractor to present Contract Renewal Increase at least (45) days before Renewal Date.

Termination

- If Contractor fails to fully perform its obligations and fails to cure any such default within (30) days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a Termination for Cause", Client shall notify Contractor of the termination date in writing and pay Contractor for all Services performed to the effective date of termination.

Insurance

- The Contractor will maintain Workman's Compensation Insurance, public liability, and property damage insurance at all times. Upon request the Contractor will supply the Client with a current Certificate of Insurance.



Acceptance of Landscape Management Contract

- This Contract constitutes the entire agreement between the parties on the subject matter herein.
- This Contract shall be governed by the laws of the state of Florida.
- This Contract cannot be extended or otherwise changed without a written instrument signed by both parties.

Client:

Signature

Name

Company

Date

Contractor:

Bobby Williamson

Signature

Bobby Williamson

Name

Fieldstone Landscape Services, LLC

Company

01/08/2024

Date

Tab 2

Date: July 19, 2023
Proposal #: 16087



QUOTATION

Mailing Address

Rizzetta & Company
3434 Colwell Ave.
Suite 200
Tampa, FL 33614

Job Address

Copperspring CDD
7127 Emerald Spring Loop New
Port Richey, FL 34653

Fieldstone Proposes to Complete the Following Scope of Work for the Coppersprings CDD Center Median Enhancement**Area #1 - Center Median End Cap**

- Remove & Dispose existing sod - 15'x10'
- Remove top layer of soil to allow pebbles to lay flush with existing curb elevation
- Cap existing Irrigation Heads
- Deliver & Install (150) SqFt of Mexican Beach Pebble 'Multi-Color' 3"-5"

Area #2 - Center Median End Cap

- Remove & Dispose existing sod - 15'x10'
- Remove top layer of soil to allow pebbles to lay flush with existing curb elevation
- Cap existing Irrigation Heads
- Deliver & Install (150) SqFt of Mexican Beach Pebble 'Multi-Color' 3"-5"

Area #3 - Center Median End Cap

- Remove & Dispose existing vegetation - 15'x10'
- Remove top layer of soil to allow pebbles to lay flush with existing curb elevation
- Cap existing Irrigation Heads
- Deliver & Install (150) SqFt of Mexican Beach Pebble 'Multi-Color' 3"-5"

Area #4 - Center Median End Cap

- Remove & Dispose existing vegetation - 15'x10'
- Remove top layer of soil to allow pebbles to lay flush with existing curb elevation
- Cap existing Irrigation Heads
- Deliver & Install (150) SqFt of Mexican Beach Pebble 'Multi-Color' 3"-5"

Area #5 - Center Median End Cap

- Remove & Dispose existing vegetation - 10'x6'
- Remove top layer of soil to allow pebbles to lay flush with existing curb elevation
- Cap existing Irrigation Heads
- Deliver & Install (60) SqFt of Mexican Beach Pebble 'Multi-Color' 3"-5"

Area #6 - Center Median End Cap

- Remove & Dispose existing vegetation - 10'x6'
- Remove top layer of soil to allow pebbles to lay flush with existing curb elevation
- Cap existing Irrigation Heads
- Deliver & Install (60) SqFt of Mexican Beach Pebble 'Multi-Color' 3"-5"

Quote Total: \$30,348.75

Terms and Conditions

Fieldstone will contact underground utilities prior to start date to allow ample time for locate. Any damage to utilities, phone/cable lines or irrigation systems underground will not be covered or repaired unless noted and identified prior to construction by both parties. Fieldstone is not responsible or liable for any utilities, phone/cable lines or irrigation systems underground that are located on private property.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Owner shall agree to pay interest in the amount of 1.5% per month on all accounts not received within 45 days past due. Further, the Owner shall be responsible for any collection costs and attorney fees incurred by Fieldstone Landscape Services LLC., in collection of sums past due under this Agreement. Payment is due upon receipt of invoice.

Signature: _____ **Date:** _____
Rizzetta & Company

We wanted to share with you our new customer portal. This will allow you to manage your account on-line by having access to: viewing proposals and being able to electronically sign for new proposed work, viewing and submitting issues, as well as viewing and electronically paying your invoices.

To register, please use the following link: Fieldstone.PropertyServicePortal.com

Thank you so much and we look forward to assisting you with this great new feature we're able to offer. If you have any issues, please contact accountsreceivable@fieldstonels.com

Fieldstone Landscape Services
4801 122nd Avenue North, Clearwater, FL 33762
(727) 822-7866
www.fieldstonels.com





Area #1



Area #2



Area #3



Area #4



Area #5



Area #6

Date: August 07, 2023

Proposal #: 16242



QUOTATION

Mailing Address

Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614

Home Phone:

Job Address

Copperspring CDD
7127 Emerald Spring Loop
New Port Richey, FL 34653

Business Phone: 813-793-8814

Job Summary:

Fieldstone Proposes to Complete the Following Scope of Work for the Coppersprings CDD Center Median Enhancement

Area #1 - Center Median End Cap

- Remove & Dispose existing sod/vegetation - 15'x10'
- Deliver & Install (150) SqFt of St. Augustine 'Floritam' Sod
- Complete minor Irrigation Enhancements and/or adjustments

Area #2 - Center Median End Cap

- Remove & Dispose existing sod/vegetation - 15'x10'
- Deliver & Install (150) SqFt of St. Augustine 'Floritam' Sod
- Complete minor Irrigation Enhancements and/or adjustments

Area #3 - Center Median End Cap

- Remove & Dispose existing sod/vegetation - 15'x10'
- Deliver & Install (150) SqFt of St. Augustine 'Floritam' Sod
- Complete minor Irrigation Enhancements and/or adjustments

Area #4 - Center Median End Cap

- Remove & Dispose existing sod/vegetation - 15'x10'
- Deliver & Install (150) SqFt of St. Augustine 'Floritam' Sod
- Complete minor Irrigation Enhancements and/or adjustments

Area #5 - Center Median End Cap

- Remove & Dispose existing sod/vegetation - 10'x6'
- Deliver & Install (60) SqFt of St. Augustine 'Floritam' Sod
- Complete minor Irrigation Enhancements and/or adjustments

Area #6 - Center Median End Cap

- Remove & Dispose existing sod/vegetation - 10'x6'
- Deliver & Install (60) SqFt of St. Augustine 'Floritam' Sod
- Complete minor Irrigation Enhancements and/or adjustments

Quote Total: \$6,608.75

Terms and Conditions

Fieldstone will contact underground utilities prior to start date to allow ample time for locate. Any damage to utilities, phone/cable lines or irrigation systems underground will not be covered or repaired unless noted and identified prior to construction by both parties. Fieldstone is not responsible or liable for any utilities, phone/cable lines or irrigation systems underground that are located on private property.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Owner shall agree to pay interest in the amount of 1.5% per month on all accounts not received within 45 days past due. Further, the Owner shall be responsible for any collection costs and attorney fees incurred by Fieldstone Landscape Services LLC., in collection of sums past due under this Agreement. Payment is due upon receipt of invoice.

Signature: _____ **Date:** _____
Rizzetta & Company

We wanted to share with you our new customer portal. This will allow you to manage your account online by having access to: viewing proposals and being able to electronically sign for new proposed work, viewing and submitting issues, as well as viewing and electronically paying your invoices.

To register, please use the following link: Fieldstone.PropertyServicePortal.com

Thank you so much and we look forward to assisting you with this great new feature we're able to offer. If you have any issues, please contact accountsreceivable@fieldstonels.com



Area #1



Area #2



Area #3



Area #4



Area #5



Area #6

Tab 3

Date: January 08, 2024
Proposal #: 17704



QUOTATION

Mailing Address

Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614

Home Phone:

Job Address

Copperspring CDD
7127 Emerald Spring Loop
New Port Richey, FL 34653

Business Phone: 813-793-8814

Job Summary:

Copperspring CDD Property Mulch

Complete the following scope of work for the Copperspring 2023 Mulch

- Enhancement Crew Labor
- 70 CY of mulch- Pine Bark



Quote Total: \$5,950.00

Terms & Conditions

Acceptance of Work

- **Fieldstone Landscape Services, LLC (Contractor)** and **Copperspring CDD (Client)** agree to services, conditions, materials, and total dollar amount.
- Contractor will commence the Work at the agreed time and place, and continue such Work diligently and without delay, in a good and workmanlike manner, and in strict conformity with the specifications and requirements contained herein and in any related Order.

Payment Terms and Conditions

- The client is subject to a Progress Billing & Payment Schedule based on the total size of the proposed project. Payment Schedule may include up to a 50% Deposit to schedule work.
- Client agrees to pay the balance before the due date on final invoice to avoid 1.5% penalty for late payment.

Procedure for Extra Work and Changes

- If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, reports, or specifications for any part of the project or reasons over which Contractor has no control, or are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Client will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis.
- All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.
- Extras to the Contract are payable by the Client forthwith upon receipt of the Contractor's invoice.

Warranty and Tolerances

- **Payments Received:** The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- **Diligence:** the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- **Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock, and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost, and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation and may require changes in design and construction to overcome such problems – all for which the Client will be responsible.
- **Underground Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities. Damage to neighbor's utilities on the Client's property is the responsibility of the Client.

Material Tolerances

- **Landscape:** Contractor warrants the installation, workmanship, and material. Material is guaranteed to be true to name and maintain a healthy condition except for normal shock of installation.
 - Hardwood & Palm Trees: (6) Months
 - Plants/Shrubs/Ornamentals/Groundcover: (3) Months
 - Sod: (30) Days
 - Seasonal Annual Flowers: (30) Days
- **Irrigation/Drainage/Lighting:** Contractor warrants the installation, workmanship, design, and

materials employed in connection with the underground irrigation system for six (6) months following installation completion.

- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone.
- The warranty is not valid on relocated material, annuals and any existing irrigation, drainage, and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Contractor will void warranty.

Signature: _____ **Date:** _____
Rizzetta & Company

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To register, please use the following link: Fieldstone.PropertyServicePortal.com

Thank you so much and we look forward to assisting you with this great new feature we're able to offer. If you have any issues, please contact accounting@fieldstonels.com

Tab 4



January 29, 2024

Debby Wallace – Regional Manager
Rizzeta & Company, Inc.
3434 Colwell Avenue, Unit #200
Tampa, FL 33614

RE: Coppersprings CDD Landscape Management Contract Addendum – Monthly Irrigation Repair Pre-Approval

This Contract Addendum ("Addendum") is entered into by and between Fieldstone Landscape Services, LLC ("Contractor") and Coppersprings CDD ("Client"). The Contractor and Client collectively may be referred to as the "Parties."

- PURPOSE OF ADDENDUM:** This Addendum is intended to modify the existing contract between the Parties dated March 1, 2024, by incorporating provisions related to Monthly Irrigation Repair Pre-Approval.
- MONTHLY IRRIGATION REPAIR PRE-APPROVAL:** In addition to the original terms of the contract, the Parties agree to implement a Monthly Irrigation Repair Pre-Approval to ensure necessary repairs are completed efficiently to prevent irrigation interruptions and/or landscape material decline.
- ALLOWANCE:** The Parties agree to establish an allowance for monthly irrigation repairs. The allowance is set at \$500.00 and will cover the pre-approved repair costs for the month. Any repair costs exceeding the allowance shall require written approval from the Client before the Contractor proceeds with the repairs.
- DOCUMENTATION:** The Contractor shall submit detailed estimates and documentation for each proposed irrigation repair, outlining the scope of work, materials, and associated costs. The Client shall review and approve these estimates before any repairs are initiated.
- TIMELINE:** The Monthly Irrigation Repair Pre-Approval process shall commence on March 1, 2024. The Parties acknowledge that the Pre-Approval process will be an ongoing part of the contract until further notice or agreement.
- INVOICING:** The Contractor shall submit invoices for approved irrigation repairs promptly upon completion of the work. Invoices shall include detailed information on the repairs performed, the date of completion, and any supporting documentation.
- AMENDMENT TO ORIGINAL CONTRACT:** This Addendum hereby amends the original contract dated [Original Contract Date]. All other terms and conditions of the original contract not modified by this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract Addendum as of the date first above written.

CONTRACTOR:

Fieldstone Landscape Services, LLC

Bobby Williamson

Signature

Bobby Williamson, Vice President

Name

01/29/2024

Date

Client:

Coppersprings CDD

Signature

Name

Date

Tab 5



Date: January 16, 2024

Proposal #: 17794

QUOTATION

Mailing Address

Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614

Home Phone:

Job Address

Copperspring CDD
7127 Emerald Spring Loop
New Port Richey, FL 34653

Business Phone: 813-793-8814

Job Summary:

This proposal is to replace the decoder power module inside the controller. Currently, the controller is non-operational.

Please see below for details.



Irrigation Repairs & Enhancements**\$3,653.91**

Quantity	Description	Unit
1.00	Hunter ADM-99 Decoder Output Module for ACC Wall Mount Controller (ADM99)	ea

Quote Total: \$3,653.91

Terms & Conditions

Acceptance of Work

- **Fieldstone Landscape Services, LLC (Contractor)** and **Copperspring CDD (Client)** agree to services, conditions, materials, and total dollar amount.
- Contractor will commence the Work at the agreed time and place, and continue such Work diligently and without delay, in a good and workmanlike manner, and in strict conformity with the specifications and requirements contained herein and in any related Order.

Payment Terms and Conditions

- The client is subject to a Progress Billing & Payment Schedule based on the total size of the proposed project. Payment Schedule may include up to a 50% Deposit to schedule work.
- Client agrees to pay the balance before the due date on final invoice to avoid 1.5% penalty for late payment.

Procedure for Extra Work and Changes

- If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, reports, or specifications for any part of the project or reasons over which Contractor has no control, or are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Client will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis.
- All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.
- Extras to the Contract are payable by the Client forthwith upon receipt of the Contractor's invoice.

Warranty and Tolerances

- **Payments Received:** The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- **Diligence:** the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- **Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock, and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost, and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation and may require changes in design and construction to overcome such problems – all for which the Client will be responsible.
- **Underground Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities. Damage to neighbor's utilities on the Client's property is the responsibility of the Client.

Material Tolerances

- **Landscape:** Contractor warrants the installation, workmanship, and material. Material is guaranteed to be true to name and maintain a healthy condition except for normal shock of installation.
 - Hardwood & Palm Trees: (6) Months
 - Plants/Shrubs/Ornamentals/Groundcover: (3) Months
 - Sod: (30) Days
 - Seasonal Annual Flowers: (30) Days
- **Irrigation/Drainage/Lighting:** Contractor warrants the installation, workmanship, design, and

materials employed in connection with the underground irrigation system for six (6) months following installation completion.

- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone.
- The warranty is not valid on relocated material, annuals and any existing irrigation, drainage, and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Contractor will void warranty.

Signature: Debby Wallace District Manager **Date:** 1/23/2024
Copperspring CDD

Approved by Chairman and District Manager

We wanted to share with you our new customer portal. This will allow you to manage your account online by having access to: viewing proposals and being able to electronically sign for new proposed work, viewing and submitting issues, as well as viewing and electronically paying your invoices.

To register, please use the following link: Fieldstone.PropertyServicePortal.com

Thank you so much and we look forward to assisting you with this great new feature we're able to offer. If you have any issues, please contact accountsreceivable@fieldstonels.com

Tab 6

Serving Florida & the Southeast USA

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Nevada
North Carolina
Texas
Washington

January 16, 2024

Proposal #51170-0

Copperspring CDD, Inc.
c/o Sean Craft
Rizzetta & Company
2806 North Fifth Street, Unit #403
St. Augustine, FL 32084

Subject: Reserve Study Proposal

Dear Sean,

Thank you for requesting a Reserve Study proposal from Association Reserves. It would be our privilege to serve as your Reserves planning partner! We recognize that you have a choice of Reserve Study providers and want to make sure you understand the many benefits of working with our company, including reports prepared in compliance with CAI's National Reserve Study Standards and Florida's newly-revised statutory "Structural Integrity Reserve Study" (SIRS) requirements. To that end, we have prepared this proposal document which clearly defines the process and scope of work of our Reserve Studies, provides background about our firm and key employees, and even includes answers to many Frequently Asked Questions.

We have also enclosed the Standard Terms and Conditions which sets forth the terms of the services that Association Reserves-Florida, LLC ("Association Reserves", "us", "our" or "we") will provide to **Copperspring CDD, Inc.** ("Client", "you" or "your").

When you're ready for the next step, simply follow the instructions listed in the last section, "Schedule, Terms and Fees." Our office will then contact you regarding the next steps in the process, such as scheduling the site inspection, obtaining required background information, etc. Please don't hesitate to contact us if you have any questions or concerns, or would like any additional information. We hope to hear from you soon!

Sincerely,

Will Simons, RS
President
Florida/Southeast Regional Office



Introduction to Reserve Studies

What's a Reserve Study?

A Reserve Study is a document used by community associations (or any other type of common interest real estate development) to help determine the relative strength of its existing financial Reserve funds, and to provide forecasts and recommended funding plans for major repair, replacement, or restoration projects over a long period of time.



Are Reserve Studies really that important?

Absolutely. It's fairly easy to plan and prepare for recurring costs like management fees, insurance premiums, landscaping contracts, and utilities, but what about the projects and expenses that DON'T happen every year? That's our specialty...identifying and forecasting those projects that are *certain* to occur, but are often overlooked or underestimated. There's no question that setting aside Reserve funds over a long period of time is the simplest, most cost-effective, and most responsible way to plan for major projects.

The work will need to be done; it's up to the property and its representatives to plan accordingly. Without adequate Reserves, properties will have to make a tough decision: take out costly loans? Push for recurring special assessments? Or worst, accept a drop in property values due to deteriorating conditions and deferred maintenance? A current, reliable Reserve Study is the first step toward long-term financial strength for every property. Without one, property owners and stakeholders will be misinformed, underprepared, and left exposed to serious financial consequences. A current, reliable Reserve Study is a hallmark of well-managed properties, and an important part of a Board of Directors' fiduciary duty to act in the best interest of their ownership.

What components are included in a Reserve Study?

The National Reserve Study Standards specify the following criteria for inclusion in a Reserve Study:

- Must be the property's responsibility.
- Must have a limited Useful Life (UL)
- Must have a predictable Remaining Useful Life (RUL)
- Must be above a certain "threshold cost"

Our studies typically include funding for projects such as: roof replacement, painting/waterproofing, pavement sealing and resurfacing, elevator modernization, balcony and deck sealing and restoration, major mechanical systems (HVAC, fire alarm, hot water, etc.), major pool and spa expenses, interior/amenity area remodeling, and many more. The bottom line is that every property is different, and will require a thorough inspection to determine what belongs in your study. State requirements vary on what types of projects should be addressed through Reserves (and therefore included in a Reserve Study). Our studies will always meet and usually exceed these requirements, ensuring that our clients are acting in accordance with legal requirements and sound fiduciary responsibility.

The Reserve Study Process

Our Reserve Studies are prepared in accordance with National Reserve Study Standards, established in 1998 by the Community Associations Institute. Per these standards, a Reserve Study engagement generally consists of the following:

1. Component Inventory & Condition Assessment

The component inventory is the task of selecting and quantifying Reserve components. This task can be accomplished through on-site visual observations, review of property design and organizational documents, a review of established precedents, and discussion with appropriate representative(s) of the Client. The condition assessment is “the task of evaluating the current condition of the component based on observed or reported characteristics.” As part of our inspection, we review any available building documents including site plans, building plans, fire alarm inspection records, equipment schedules and any other data that may be informative regarding component details, project history or expectations for upcoming work. We then measure/quantify, inspect and document all areas or components to be included.

→ For Update, With Site Visit (Level 2) Reserve Studies, the component inventory is for verification purposes only, using previously-established component quantities from a prior Reserve Study. However, the condition assessment is re-established based on current conditions. For Update, No Site Visit (Level 3) Reserve Studies, there is no physical inspection of the property. We review the component inventory and condition assessments from the most recent study, communicate with the Client about any relevant project history and updated financial information, then proceed with the Life and Valuation Estimates and Financial Analysis.



2. Life & Valuation Estimates

Our team begins by organizing and interpreting the raw data gathered during the site inspection, reviewing all measurements, notes and photographs for key details and insights. Next, we establish the component list structure, and determine the life and cost estimates for each Reserve component. Our standard procedure is to use any historical information provided to us by the Client (such as when certain projects were done, and what they cost), and to review any bids or estimates for upcoming work. We review our findings with your current vendors for their insights, and also check their input against information we've gathered working with other comparable properties in the area. We constantly consult our own internal databases, comprised of data collected from over 45,000 Reserve Studies. As a supplement, we also make use of various guidebooks, publications and manufacturer's recommendations to supplement our knowledge base. The end result is a complete, thorough set of estimates that are accurate, current, Client-specific, and generated by a qualified, independent third party.

3. Financial Analysis, Report Preparation & Delivery

Once the component list is established and we've reviewed your current annual budget and Reserve fund balance(s), we will make a determination of relative current Reserve fund strength and created a recommended funding plan covering the next 30 fiscal years, including a schedule of projected annual income and expenses.

Why should we choose Association Reserves?

Association Reserves was established in 1986 as a professional consulting firm serving community associations and other clients throughout the United States and abroad. To date, our firm has completed over **70,000** Reserve Studies and Capital Plans for properties of all types, including condominium and homeowners associations, community development districts, timeshare and resort properties, commercial facilities, worship facilities, schools and more. Over the years, our firm has been instrumental in defining and advocating the National Reserve Study Standards endorsed by the Community Associations Institute (CAI).

Each Reserve Study we provide is conducted with special consideration for the unique characteristics of the Client property, especially age, regional weather patterns, local pricing factors, and input from the Client's representatives. Our time-tested approach involves thorough research of all key factors, especially project history, projected useful life and cost data, and aesthetic standards in the local area. Our staff members earn and maintain the Reserve Specialist credential administered by the Community Associations Institute (CAI), the international authority on all aspects of community association living.

We don't take a one-size-fits-all approach to our work, because we know that every property is different, and we take the time and care to ensure our results will help you to make wise decisions regarding the long-term care of your physical and financial assets. From our first phone call to final delivery of your study, we hold ourselves to the highest standards of professionalism. We pride ourselves on delivering a first-rate product, because we know you're putting your trust in our hands.



*We're proud to announce that for **ten years in a row (2013-2022)** we have been selected as a Reader's Choice Award winner by the readers of the Florida Community Association Journal. We attribute this achievement to a combination of hard work, attention to detail and an unwavering commitment to serving our clients.*

Qualifications and Key Staff Members

All of our project staff members have college degrees and many come from construction, engineering, architecture and related backgrounds. We do not use sub-contractors—all staff members involved with your study are company employees trained specifically in the field of preparing Reserve Studies. As of 2023, 29 staff members have earned the prestigious Reserve Specialist credential.

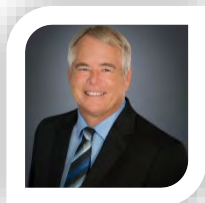
Please [click this link](#) to learn more about our Florida team!



Robert M. Nordlund, PE, RS, EBP is the founder, owner and CEO of Association Reserves. Robert is a Professional Engineer, Reserve Specialist, and former board president of his own homeowners association. In addition, he is a past Chairman of CAI's Reserve Professionals Committee, past Chairman of the Association of Professional Reserve Analysts, past President of CAI's Greater Los Angeles Chapter, and a frequent speaker in industry-sponsored seminars and presentations throughout the United States. He obtained his Bachelor's degree from the University of Washington in Mechanical Engineering, and is a member of the prestigious engineering honors society Tau Beta Pi.



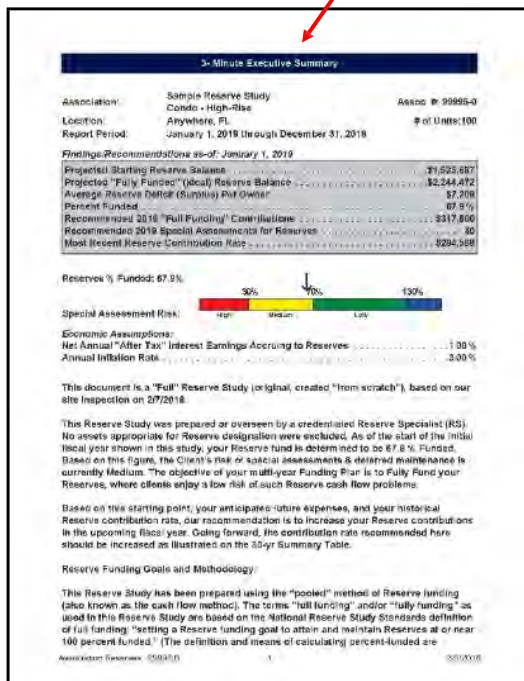
Will Simons, RS, EBP is the President of our Florida regional office. Will has completed and overseen more than 3,000 Reserve Studies for property types including residential developments, schools, historic buildings, commercial developments, country clubs, worship facilities, marinas and more. Will has earned the Reserve Specialist designation (#190) and is also a frequent author and speaker in the industry. He is a licensed Continuing Education Provider (#0005433) for Florida Community Association Managers, having designed and taught coursework related to Reserve funds and Reserve Studies. He served as the Vice President and Treasurer of his own homeowners association in South Florida, serving a community of over 600 homes and helping to oversee an annual budget of over \$1 million. Will earned a Bachelor's degree in Business administration from the University of Southern California.



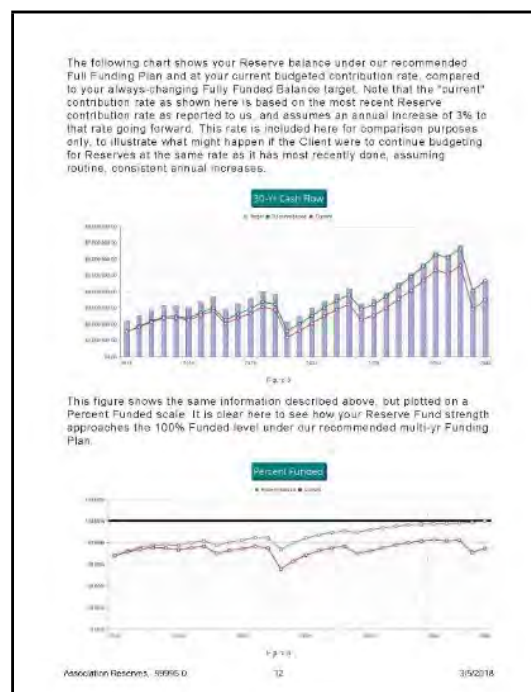
Jeffrey Guenther, PE, EBP is a Senior Professional Engineer with our Florida office. Jeff joined Association Reserves in 2023. His early career was spent performing Structural Engineering design of commercial, residential, and industrial buildings and structures, including work with Procter & Gamble, GE and Toyota Motor Manufacturing, and he earned the first of his Professional Engineering (PE) licenses in Ohio in 1991. Jeff earned his Florida PE license in 2005 and began assisting with recovery after Hurricanes Charlie, Frances and Jean. He has performed building inspections and served as an expert witness in over 1,000 matters, primarily including construction defect and insurance claims. Jeff is also a licensed Community Association Manager and has been active within his 1,450 home HOA in West Palm Beach as a Board and Committee Member and Tennis/Pickleball hack. Jeff obtained a Bachelor's Degree in Civil Engineering with a Structural specialty from the University of Kentucky and MBA in 2001 from the University of Cincinnati.

What can I expect to see in my Reserve Study?

Simple, concise summary of recommendations, with a clear, organized listing of Reserve components.



Large, color-coded charts and tables to illustrate long-term implications



Here's a sample of our Inventory Appendix pages. We devote a half-page summary to every single component included in your Reserve Study.

Comp #: 2343 Building Exteriors - Seal/Paint

Location: Building exteriors

Funded?: Yes.

History: Per records provided, exterior building was painted in 2015 for \$250,000

Evaluation: Approximately 23,400 LF of sealants. Overall condition noted to be fair; Painted exterior surfaces determined to be in fair condition typically exhibit some minor to moderate signs of wear and age such as chalking, peeling, blistering, etc. Problems tend to develop in more exposed areas first. Hairline cracks may be present at this stage. Overall appearance is satisfactory. There are two important reasons for painting and waterproofing a building: to protect the structure from damage caused by exposure to the elements, and to restore or maintain good aesthetic standards for curb appeal. As routine maintenance, we recommend that regular inspections, spot repairs and touch-up painting be included in the operating budget. Typical paint cycles can vary greatly depending upon many factors including: type of material painted, surface preparations, quality of material, application methods, weather conditions during application, moisture beneath paint, and exposure to weather conditions. Proper sealant/caulking at window and door perimeters and other "gaps" in the building structure are critical to preventing water intrusion and resulting damage. The general rule of thumb is that sealant/caulking should be in place wherever two dissimilar building surfaces meet, such as window frame to concrete structure junctions. For best results, the client may want to consult with a paint company representative, building envelope specialist and/or structural engineer to specify the types of materials to be used and define complete scope of work before bidding. In our experience, cost estimates for painting and waterproofing can vary widely, even when based on the same prescribed scope of work. Estimates shown here should be updated and revised as needed based on actual bids obtained or project cost history during future Reserve Study updates.

Quantity: Approx 156,000 GSF

Useful Life:
7 years

Remaining Life:
4 years

Easy-to-find details



Descriptive, thorough observations

Full-color photographs

Best Case: \$ 320,000

Worst Case: \$ 400,000

Lower estimate to seal/repaint

Higher estimate

Cost Source: AR Cost Database/Client Cost History

Association Reserves, 99995-0

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3/5/2018

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What's Included with your Reserve Study?

Upon completion of the Reserve Study, the Client will receive the following:



Electronic copy: A digital version of the entire Reserve Study document is delivered by email in PDF form. We also post the completed study to a complimentary, private (password-protected) account on the Client Center of our website, where Client representatives can view and download all relevant documents.



Free Software: Enjoy a complimentary subscription to “uPlanIt,” our online Reserve Study software. (Subscription will be active upon completion of your Reserve Study and terminates 90 days after the start of the initial fiscal year included in the financial analysis.) uPlanIt allows Clients to consider a variety of conditions throughout the reserve budget process, forecast the potential impact on the funding plan, and test and validate their budget decisions. Whether you want to change the contribution level, adjust replacement costs, or postpone certain projects, you'll be able to foresee the outcome. Results are delivered in an assortment of insightful charts & tables. With uPlanIt, the power to control your property's physical & financial future is entirely in your hands! (More information on following page.)



Virtual Meetings/Presentations: we will gladly host a virtual meeting via Zoom to help explain the process, outcomes, and other key details found within a Reserve Study. The Reserve Study document is shown on-screen, and our staff will walk you through the document, explaining key terminology, reviewing the component list and explaining how we formulate our recommendations in a study.

Other Benefits:

Complimentary hard copy: Upon the Client's request to us, one printed and bound full-color copy is available upon request upon completion of the Reserve Study at no cost. Additional copies may be requested but will be billed in addition to the Reserve Study fee at \$100.00 each.

Complimentary revision: In the event there is a material error or discrepancy identified within the Reserve Study, upon the Client's written request to us, we will gladly revise the study at no charge to the Client for a period of up to 60 days following our initial delivery of the completed study. The foregoing is limited to one revision of the initial completed study. Other requests for changes, or requests made greater than 60 days following our initial delivery of the study may be approved by us in our sole discretion and potentially at an additional cost of \$200/hour.

On-Site Meeting attendance: In lieu of a virtual meeting, our staff may be available to attend meetings at the Client property. Due to our volume of requests, meeting attendance requests must be made at least 30 days prior to the actual meeting date and are subject to staff availability. Attendance fees will be billed based on actual meeting time plus “door to door” travel time for our staff at a rate of \$200.00/hour, with a one hour minimum. For properties located greater than 200 miles from our Fort Lauderdale, FL office address, additional travel costs for flight, hotel, rental car and per-diem allowances may apply. If interested in meeting attendance, please contact us directly for more specific options and costs for your property.

Enjoy Free Access to our Online Software!

(Click [here](#) for an online demo of uPlanIt)



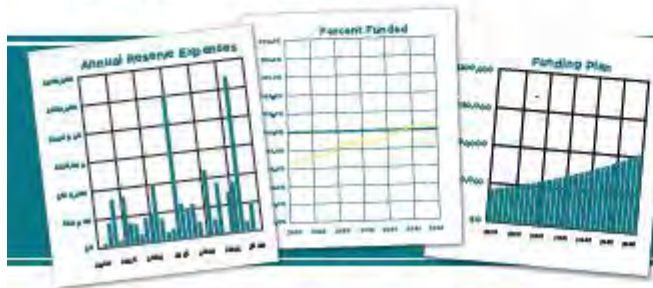
MORE ANSWERS, LESS HEADACHES



uPlanIt is a powerful interactive online tool that allows our Clients to run faster, jump higher, and leap tall buildings in a single bound!

Okay, maybe we're exaggerating a bit, but in the always stressful and often divisive Reserve budget process, uPlanIt can facilitate collaboration, build consensus and eliminate guesswork for Managers and Boardmembers.

Designed by experts and available FREE to our Clients with every professional Reserve Study engagement, uPlanIt gives instant answers to all your "what-if" Reserve funding scenarios. Whether you face "pushback" to funding Reserves, objections about the life expectancies or costs of certain projects, or outrage for a proposed special assessment, you'll be able to instantly foresee the outcome of alternative budget strategies.



Results are delivered in an assortment of insightful charts & tables. With uPlanIt, you can validate budget decisions, respond quickly and confidently to uncertainties, and prevent misunderstandings.

- Free for our professional Reserve Study clients during their budget season
- Year-to-Year (and Board-to-Board) continuity with one centralized data bank
- 24-7 access to play with the numbers during budget meetings!

References and Testimonials

You don't get to be in business for 30 years and counting without building a great reputation. Here's what some of our clients have had to say about us recently:

- *"As the owner of a fairly large property management company, I have been using Association Reserves since the firm was founded. Excellent staff, timely responses, easy to understand reports, and changing reports has never been problematic! I cannot recommend Association Reserves highly enough."*
- *"Association Reserves provides incredible service, knowledge and professionalism."*
- *"Until now, I had yet to see a Reserve Study whose overview so "user" friendly. Any novice may pick it up and understand the concepts behind a Reserve Study. Very impressive. To add to that, our Project Manager could not be more responsive in answering any of our questions and bending over backwards to work with us."*
- *"I have been in this business since 1998 and not everyone understands how HOAs and Boards work. Association Reserves employees do, which makes my job easier."*
- *"Our Board could not be more pleased with the report we have received and the manner in which the study was conducted. We highly recommend Association Reserves to prepare your Reserve Study."*
- *"We have worked with Association Reserves for several years. This is a process which can be very cumbersome to say the least, but Association Reserves has streamlined the process and with their help it has been painless and very successful."*
- *"Association Reserves far exceeded my expectations in terms of ease of access to our Reserve Study report on the internet, and quality of service."*
- *"The Association Reserves representatives have been very friendly and professional and have been very responsive to our needs."*



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RESERVES™

Planning For The Inevitable™

Standard Terms and Conditions

The following terms and conditions, the attached “Schedule & Fees”, and the attached “Deliverables” (collectively, “Agreement”) set forth the terms of the services that Association Reserves-Florida, LLC (“Association Reserves”, “us”, “our” or “we”) will provide to **Copperspring CDD, Inc.** (“Client”, “you” or “your”). By accepting this Agreement, Client hereby agrees to all of the terms and conditions set forth below.

1. Professional Services

William G. Simons, RS is the President of Association Reserves-Florida, LLC and is a credentialed Reserve Specialist (#190). All work done by Association Reserves-Florida, LLC is performed under his Responsible Charge and is performed in accordance with National Reserve Study Standards (NRSS). Association Reserves will provide oversight and assume responsibility for all work performed. Association Reserves’ services may be performed by Association Reserves employees or contractors working for Association Reserves.

The scope of work for this Agreement includes visual inspection of accessible areas and components, and does not include any destructive or other means of testing. We do not inspect or investigate for construction defects, hazardous materials, or latent issues such as plumbing or electrical problems, or problems with sub-surface drainage system components. Information provided to us about historical or upcoming projects, including information provided by the Client’s vendors and suppliers, will be considered reliable. Any on-site inspection should not be considered a project audit or quality inspection. Our opinions of component useful life, remaining useful life, and cost estimates assume proper original installation/construction, adherence to recommended preventive maintenance guidelines and best practices, a stable economic environment, and do not consider the frequency or severity of natural disasters. Our opinions of component useful life, remaining useful life and current and future cost estimates are not a warranty or guarantee of the actual costs and timing of any component repairs or replacements. The actual or projected total reserve account balance(s) presented in the Reserve Study will be based upon information provided and such information is not audited by Association Reserves. Because the physical condition of the Client’s components, the Client’s reserve balance, the economic environment, and the legislative environment are subject to change, the Reserve Study is limited by such outside influences and changes. Accordingly, Association Reserves expects that after the completion of the Reserve Study, a number of adjustments may be necessary to the cost and timing of our expense projections and the funding necessary to prepare for those estimated expenses. Because Association Reserves has no control over future events or outside influences, we do not expect that all the events we anticipate for purposes of the Reserve Study will occur exactly as planned.

2. Cooperation and Information

In connection with our work, Client agrees to cooperate with us and to promptly provide, to the extent reasonably possible, all relevant information as requested. Client agrees to notify us immediately in writing if Client learns that any information provided to us is inaccurate or incomplete in any material respect. Client also agrees to continuously advise us of any material developments or facts that occur or come to its attention which might reasonably be considered to affect our work.

3. Professional Fees

Our fees and expenses are in no way contingent upon the results of our analysis, the content or conclusions in our report, the consummation of an event or transaction, or your acceptance or rejection of our opinions, reports or conclusions. Any invoice remaining unpaid for 30 days shall bear interest at the rate of 15% per annum from the date of the invoice until paid in full. We reserve the right to defer rendering further services until payment is received on past due invoices. We may suspend all work if an invoice is past due. In any event, all fees incurred to date must be paid prior to our issuance of our final report.

4. Limitation on Warranties

Association Reserves warrants that it will perform services under the Agreement in good faith, with qualified personnel in a competent and workmanlike manner in accordance with applicable industry standards. Association Reserves disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. Association Reserves does not warrant or predict results or final developments in this matter.

5. Undue Influence / Right to Withdraw

Association Reserves reserves the sole right to decide the methodology to be employed as well as the extent of review, research and other preparation to perform such analyses. If the Client or their agents attempt to influence our work, directly or indirectly, or if we are instructed to limit work or employ methods with which we disagree, we have the absolute right to terminate work performed pursuant to this Agreement. Upon withdrawal, we will have no further obligation to perform work or to provide work product and shall be entitled to immediately receive payment for our services.

6. Confidentiality

Except as required in the performance of our services and work under this Agreement, we agree to keep confidential all information provided to us by you unless such information (a) is already known to us before disclosure by you, (b) is subsequently disclosed to us by a third party not known by us to be violating a duty of confidentiality to you, (c) becomes publicly available through no fault of ours or (d) is required by law, court order or regulatory authority or agency to be disclosed. We may also disclose information to our officers, members, employees, agents, contractors and advisors for purposes of providing our services. This Agreement may be disclosed to any court in connection with any attempt by us to enforce the terms of this Agreement, including seeking payment for services rendered to Client. Client gives Association Reserves the right to discuss this matter with attorneys, accountants, representatives, and other agents for the Client. This extends to other parties that we may designate as well as other individuals designated by Association Reserves including any colleagues of Association Reserves from whom professional information or services are sought.

7. Association Reserves' Reliance

In performing our work, we will be relying on the accuracy, reliability, and completeness of the information Client or its agents provide, including contracts, financial, and non-financial information. We will attempt to obtain and compile the data used in this engagement from reliable sources, but cannot guaranty the accuracy or completeness of third party information. In accordance with National Reserve Study Standards, information provided by Client or its agents regarding financial details, component physical details and/or quantities, or historical issues/conditions will be deemed reliable for use in preparing the Reserve Study, and is not intended to be used for the purpose of performing any type of audit, quality/forensic analysis, or background checks of historical records. For "Full" Reserve Study levels of service, we attempt to establish measurements and component quantities within 5% accuracy through a combination of on-site measurements and observations, review of any available building plans or drawings, and/or any other reliable means. For "Update, With Site Visit" and "Update, No Site Visit" Reserve Study levels of service, the Client is considered to have deemed previously developed component quantities as accurate and reliable, including quantities that may have been established by other individuals or firms.

8. Client's Reliance

Our engagement is not intended to and cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. Client understands that we will not audit, review, compile any financial statements, forecasts or other information, and we will not express an opinion or any form of assurance on them.

9. Limitations on Use of Our Work

Any documents and work product (regardless of form) generated by Association Reserves pursuant to this engagement are the sole and exclusive property of Association Reserves. Such documents and work product are not intended for general circulation or publication, nor are they to be reproduced, copied, quoted or used for any other purpose without prior written permission from Association Reserves in each specific instance.

10. Document/Evidence Retention

It is not our practice to retain working papers, notes, or data files that have been updated or superseded. If you wish us to follow a different retention practice, please indicate your specific request(s) in writing when returning a copy of this Agreement. The working papers and other materials created by us during this engagement are our property. Association Reserves shall have no duty to retain any copies of documents provided to us for more than 90 days after the termination of this Agreement, or 90 days after the date the final Reserve Study is submitted to you, whichever is earlier. At the Client's expense, we will return original materials and documents supplied to us by the Client if a written request to do so is received by Association Reserves within the 90 days after the termination of this Agreement, or 90 days after the date the final Reserve Study is submitted to you, whichever is earlier.

11. Termination

Our engagement is terminable at any time upon written notice by you or by Association Reserves. Additionally, we will refuse to perform any requested act that we deem a violation of law, public policy, or our professional ethical standards,

and may, as a result withdraw from the engagement without penalty. If we withdraw from this engagement, or the Client terminates our services for any reason or for no reason, the Client shall immediately pay Association Reserves for all services performed, and all expenses incurred by Association Reserves. If we are unable to complete the engagement for any reason caused by the Client, the Client shall immediately pay Association Reserves for all services performed, and all expenses incurred by Association Reserves.

- (a) **Cancellation Fee: Client understands and agrees that, if Option B ("Full Reserve Study with Loyalty Update Plan") is selected, the Client may choose to cancel the Plan after completion of the initial Full Reserve Study, with no commitment to proceed with the subsequent update Studies. In this case, the Client agrees to pay AR a cancellation fee equal to 10% of the Fee quoted for Option A ("Full Reserve Study") in this proposal, payable concurrently with the giving of written notice of cancellation.**

12. Limitation on Damages; Contribution and Limitation on Actions

(a) Association Reserves will not be liable to the Client for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Agreement for an aggregate amount in excess of the fees paid or owing to Association Reserves for services rendered by Association Reserves under the Agreement. In no event, will Association Reserves be liable to the Client for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this Section will apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort or otherwise.

(b) In circumstances where all or any portion of the foregoing provisions of this Section are finally judicially determined to be unavailable, Association Reserves' aggregate liability for any actions, damages, claims, liabilities, costs, expenses or losses arising out of or relating to the services performed under the Agreement will not exceed an amount that is proportional to the relative fault that Association Reserves' conduct bears to all other conduct giving rise to such actions, damages, claims, liabilities, costs, expenses or losses.

(c) No action, regardless of form, arising out of or relating to this Agreement, may be brought by the Client against Association Reserves more than one year after the cause of action has accrued.

(d) To the fullest extent of the law, Client shall indemnify, defend and hold harmless Association Reserves, its officers, employees, agents, representatives, affiliates, consultants, and contractors from and against any and all losses, costs, penalties, fines, damages, claims, actions, expenses (including attorney's fees) or liabilities arising out of, resulting from, or in connection with the services contemplated by this Agreement.

(e) You agree to pay our attorneys' fees and costs incurred in the event we have to retain an attorney and/or initiate litigation to collect any unpaid balance for our services.

(f) In the event that Association Reserves is requested pursuant to subpoena, or other legal process, to provide testimony or produce its documents relating to this engagement in judicial or administrative proceedings to which Association Reserves is not a party, Client shall reimburse us at standard billing rates for our professional time and expenses, including reasonable and necessary attorney's fees and costs incurred by Association Reserves responding, resisting, and/or complying with such request(s). We reserve the right to engage our own counsel to respond, resist, and/or comply with such request(s), and Client shall reimburse Association Reserves for such attorney's fees and costs incurred by Association Reserves responding, resisting, and/or complying with such request(s).

13. Force Majeure.

Association Reserves will not be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

14. Governing law.

The laws of the State of Florida shall govern the construction, interpretation and enforcement of this Agreement. You agree that venue and jurisdiction for any suit arising under this Agreement shall be exclusively in the state courts located in Broward County, Florida, to the exclusion of all other courts, federal or otherwise.

15. Waiver of Jury Trial.

EXCEPT AS PROHIBITED BY LAW, NO PARTY TO THIS AGREEMENT, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING OR COUNTERCLAIM BASED UPON, OR ARISING OUT OF THIS AGREEMENT, THE SERVICES PROVIDED HEREUNDER, THE FINANCIAL OBLIGATIONS ARISING HEREUNDER OR THE RELATIONSHIP BETWEEN ANY OF THE PARTIES TO THIS AGREEMENT.

16. Non-Waiver.

There is to be no change or waiver of any provisions of this Agreement unless the change is in writing and signed by all parties to this Agreement.

17. Miscellaneous.

(a) Communications. Association Reserves may communicate with the Client by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. The Client accepts the inherent risks of these forms of communication, including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices.

(b) A facsimile or electronic copy hereof shall be considered binding and legally sufficient for all purposes. The terms of this Agreement are subject to change if not executed and returned to us within 180 days of the date of this Agreement.

(c) Independent Contractor. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is or will be considered an agent, distributor or representative of the other. Neither party will act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

(d) Entire Agreement. This Agreement constitutes the entire agreement between Association Reserves and the Client with respect to this engagement and supersedes all other oral and written representations, understandings or agreements concerning the subject matter hereof.

(e) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

18. Revision policy

In the event there is a material error or discrepancy identified within the Reserve Study, upon the Client's written request to us, we will gladly revise the study at no charge to the Client for a period of up to 60 days following our initial delivery of the completed study. The foregoing is limited to one revision of the initial completed study. Other requests for changes, or requests made greater than 60 days following our initial delivery of the study may be approved by us in our sole discretion and at an additional cost to the Client. If approved, revisions will be billed at the rate of \$150.00/hour with a one-hour minimum.

19. Proposal expiration date

Pricing shown here is valid for up to 90 days after the date of this proposal. After that date, Association Reserves may at its discretion honor the proposal, or reserves the right to offer a new proposal to the Client.

Scope of Work, Schedule & Fees

Option A: Full Reserve Study

Full Reserve Study: **\$2,880**



A Full Reserve Study is required when the Client has no prior Reserve Study, or wishes to start “from scratch” with a completely new study. This level of service is defined by National Reserve Study Standards as an engagement during which the following five Reserve Study tasks are performed for the first time: Component Inventory, Condition Assessment (based upon on-site visual observations), Life and Valuation Estimates, Fund Status and Funding Plan.

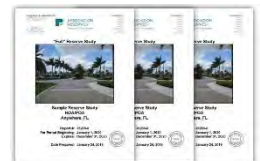
- **Note:** If your property has had a prior Reserve Study (even if conducted by another provider) that you wish to have updated, please contact our office for Reserve Study Update pricing options. A complete copy of the prior study must be available for our review prior to submitting a new proposal.

Option B: Full Reserve Study with Loyalty Update Plan (3-year Agreement)

Year 1: Full Reserve Study: **\$2,592 (includes 10% discount!)**

Year 2: Update, No-Site-Visit Reserve Study: **\$800**

Year 3: Update, No-Site-Visit Reserve Study: **\$800**



Updating your Reserve Study on a regular basis helps your property stay on track financially. This option helps you do that! Take advantage of a discounted fee on your initial Reserve Study, plus save money by locking in the price of your future updates!

This option is a three-year plan, including your initial Full Reserve Study (see Full Reserve Study description above), plus two No-Site-Visit updates performed over the following two consecutive fiscal years. Each No-Site-Visit update consists of the same general process and resulting report as a Full Reserve Study, except that in lieu of re-visiting the property, we will review all recent project history and financial information with the Client in order to properly update the component list and create an updated Financial Analysis.

Scope of Work, Schedule & Fees

Proposal Date: January 16, 2024

Client Name: Copperspring CDD, Inc.

Proposal Number: 51170-0

Schedule & Next Steps:

Once we receive your signed proposal, our office will provide you with a deposit invoice and Reserve Study Information Forms for you to complete. For Reserve Studies involving a site inspection, your Project Manager will contact you regarding scheduling once the deposit payment has been processed and the forms have been returned to us. The completed Reserve Study will be delivered within 6 weeks of completion of the site inspection. Delivery is also contingent upon receipt of your 50% deposit.

Payment Terms:

Payment is required in two installments: 50% of the fee will be invoiced upon acceptance of this proposal. The remaining 50% balance will be invoiced following initial delivery of the Reserve Study.

Choose One Option:

Full Reserve Study

☐ **\$2,880**

Full Reserve Study (w/ Loyalty Update Plan)*

☐ **\$2,592**

****Cost of subsequent updates to be billed in second and third years of the Plan.***

By signing below, the person signing this agreement on behalf of Client represents and warrants that he/she has the authority to do so, and agrees to the Standard Terms and Conditions attached hereto. Signed proposals can be emailed to wsimons@reservestudy.com, or faxed to (954) 210-7926.

Approved, Accepted and Agreed to on behalf of Copperspring CDD, Inc.:

Print Name:

Title:

Signature:

Date:

BLANK



October 20, 2023

Copperspring CDD
c/o Rizzetta and Company
5844 Old Pasco Rd, Suite 100
Wesley Chapel, FL 33544

RE: Full Service Reserve Study with Site Inspection
Copperspring CDD
Hanover Dr
New Port Richey, FL 34653

Dear Board of Supervisors:

We are very appreciative for the opportunity to perform a full reserve study with site inspection and recommendations for Copperspring CDD. We are a team of knowledgeable reserve analysts with extensive experience and take pride in performing reserve studies. The reserve study will project costs and funding for a 30 year time frame for all common areas and improvements.

Copperspring CDD was established in March 2019. The community encompasses 401 lots for single family residential homes. Construction in the District started in the 2019 and home construction has been gradual up to current times. The CDD consists of 168.11 acres and is located in New Port Richey, Pasco County, Florida. After a review of plats, aerials, and county records, we recommend the following reserve items to be included in the report:

- **Streets**
- **Sidewalks**
- **Monuments**
- **Stormwater Drainage**
- **Parking Area**
- **Mail Area**
- **Any Other Items Specified by You**

The physical analysis portion of the reserve study will include a reserve item component list, remaining life, useful life, current cost, future cost of all reserve items as well as any site recommendations. The financial analysis portion of the study will include allowances for your interest income, taxes and projected changes in building costs. The pooled method and component method (if applicable) will be used and presented to derive the funding schedules.



Scope of Service

Our scope of service for a full reserve study with site inspection that includes all expenses consists of:

- Site inspection of common areas and improvements with both a Certified General Contractor and a CAI-designated Reserve Specialist (Both are degreed engineers).
- Our user-friendly reserve study report that includes narrative, photographs, pooled method cash flow plan, component method plan (if applicable), reserve item component cost, remaining life, and useful life inventory. The report projects costs and funding for 30 years using localized costs.
- Percent Funded Analysis. This compares what you have in reserve funds to what the ideal amount should be, something many reserve studies do not include.
- One site meeting with management or the board on the day of inspection, if requested.
- Electronic copies of the report. Electronic copies can also be requested any time in the future by email. A hard copy is available free of charge upon request.
- Revisions or amendments of reports for up to 90 days from the first submission of the report. We welcome all feedback. (It is not uncommon for there to be one or two refinements of the report to meet your specific requirements).
- Accessibility. Call, write, or email us any time and you will receive prompt follow-up. We aim to exceed expectations and consider customer service our top priority.
- 30 year cash flow plan in the report.
- Review of plats, drawings, and site aerials.



Qualifications

Paul Gallizzi and Steven Swartz are professionals in the business of preparing reserve studies and insurance appraisals for community associations. We both inspect all properties and have provided detailed analysis of over 300,000 single family, apartment, villa, townhome, and condominium units. Our high repeat customer rate indicates high customer satisfaction. We have prepared reserve studies and insurance appraisals for all types of community associations including high rise condominiums, mid-rise condominiums, garden-style condominiums, office condominiums, medical condominiums, townhouse developments, single family residential homeowners associations, community development districts, and special use facilities.

We both hold engineering degrees from fully accredited universities. Paul is a State Certified General Real Estate Appraiser License Number RZ 110 and a State Certified General Contractor License Number CGC 019465 with over 30 years of experience in each. Steven is one of approximately only 200 people nationwide that have earned the designation of Reserve Specialist (RS) from the Community Associations Institute and is a State Certified General Real Estate Appraiser License Number RZ 3479. He has also been a speaker at CAI functions discussing reserves and budgeting. To learn more, please visit us on the web at www.reservestudyfl.com and visit our articles section for more than 50 articles about reserves, funding, and budgeting.

A partial list of our clients include:

- Greenacre Properties
- Standard Pacific Homes
- Leland Management
- M/I Homes
- Associa Gulf Coast
- Sentry Management
- Starwood Land Ventures
- Management & Associates
- Resource Property Management
- Condominium Associates
- Insurance Office of America
- Argus Property Management
- Creative Management
- Many Other Individually Managed Associations
- The Mahaffey Apartment Company
- Rizzetta & Company
- First Service Residential
- Brown & Brown Insurance
- Taylor Morrison Homes
- Vanguard Management Group
- Lennar Homes
- McNeil Management Services
- Development Planning and Financing Group
- Qualified Property Management
- Avid Property Management
- Southshore Property Management
- Terra Management Services



Experience

Here is a short list of communities we have conducted reserve studies for, showing experience with various construction types, building systems, and community amenities:

Fishhawk CDD I, CDD II, CDD III, & CDD IV, Lithia, Florida

Fishhawk Ranch is a large planned community consisting of approximately 3000 acres in Lithia, Florida. It is comprised of numerous single family home subdivisions as well as a few townhome subdivisions. There are many community amenities including swimming pools, clubhouses, tennis courts, playgrounds, fitness centers, a banquet center, running trails, parks, and various others. The District also maintains the ponds, stormwater drainage, and the entry areas. There are a total of 6,286 members.

Heritage Harbour South CDD, Bradenton, Florida

Heritage Harbour South CDD is comprised of single family residential and multifamily residences. The community started construction in 2002 and construction finished in 2006. Overall, there are 1,523 units. The CDD maintains the baseball field and recreation area. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 980.79 acres in Bradenton, Florida.

Venetian CDD, Venice, FL

Venetian CDD commenced operations in September 2002. The Venetian Golf and River Club has 1,377 lots planned primarily for single family residential development as well as a small amount of multi-family development. The River Club recreation area was built in 2004 and includes a clubhouse, kitchen and banquet facilities, fitness center, pool area, tennis courts, as well as other amenities. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 964 acres.

Riverwood CDD, Port Charlotte, FL

Riverwood CDD started development in the mid 1990s and most of the construction was complete over the next decade. The District maintains an amenity campus with a clubhouse/athletic center, pool area, tennis, and shuffleboard courts. The district also owns an off-site Beach Club on Manasota Key in Englewood. The Beach Club was built in 2003 and acquired in 2014. Additionally, the District also maintains the streets, potable water system, re-claimed water system, sewer system (and plant), and stormwater drainage.

Two Creeks CDD, Middleburg, FL

Two Creeks has 624 platted lots planned for single family residential development and encompasses 625 acres. The community was platted in June 2007. Within the district, there is a recreation comprised of a clubhouse, pool area, 2 tennis courts, a basketball court, playgrounds, and a volleyball court. The community also maintains the ponds, stormwater drainage, and the entry areas.



Services

The fee schedule for the current assignment is as follows, please sign below to confirm your acceptance:

Full Service Reserve Study with Site Inspection (Level-1)

\$4,000

We will provide you with electronic copies of the report. Payment will be due at the first submission of the report. The report will be completed within ten weeks of our firm receiving this engagement letter signed and faxed or emailed to our office.

Thank you again for the opportunity to present our proposal to you.

Sincerely,

Paul Gallizzi
Florida General Contractor #CGC-019465
State-Certified General Appraiser RZ110

Steven Swartz, RS
Reserve Specialist Designation No. 214
State-Certified General Appraiser RZ3479

Accepted by Signature: _____

Date _____

Accepted by Printed Name: _____

Tab 7

**AGREEMENT BETWEEN PASCO COUNTY, FLORIDA AND
COPPERSPRING COMMUNITY DEVELOPMENT DISTRICT
FOR COUNTY EXERCISE OF TRAFFIC CONTROL JURISDICTION**

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as "COUNTY"), and COPPERSPRING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized pursuant to Chapter 190, Florida Statutes; acting by and through its Board of Supervisors (hereinafter referred to as the "CDD").

W I T N E S S E T H:

WHEREAS, Section 316.006, Florida Statutes, provides that COUNTY may exercise jurisdiction over roads owned or controlled by a special district located in the unincorporated area within its boundaries if the joining parties owning or controlling such roads provide by written agreement approved by COUNTY that COUNTY has traffic control jurisdiction over the roads encompassed by such agreement; and

WHEREAS, the CDD is located within the unincorporated area of Pasco County and the roads within the district are roads owned or controlled by a special district; and

WHEREAS, the CDD has experienced numerous traffic control problems, such as motorists' failure to obey traffic regulations; and

WHEREAS, the COUNTY hereto has consulted the Sheriff of Pasco County regarding traffic control and enforcement within CDD pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, the terms of which are incorporated herein, the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. COUNTY will exercise traffic control jurisdiction which regulates, warns, or guides traffic over the roads within the CDD as depicted in **Exhibit "A,"** attached hereto and incorporated by reference into this Agreement.

2. The COUNTY and the CDD understand and acknowledge that traffic control and enforcement shall be accomplished by the Sheriff of Pasco County (hereinafter "Sheriff") under terms and conditions consistent with the level of service provided by the Sheriff in similar

geographic areas of Pasco County, Florida.

3. The exercise of jurisdiction provided for herein shall be in addition to jurisdictional authority presently exercised by COUNTY under the law and nothing in this Agreement shall be construed to limit or remove any such jurisdictional authority. Similarly, nothing herein shall be construed to obligate COUNTY in any way beyond said traffic control and enforcement.

4. The planning, scheduling, organization, direction, and supervision of the Sheriff's personnel in all matters incidental to the delivery of traffic control or enforcement shall be solely determined by and at the discretion of the Sheriff.

5. The CDD shall reimburse the COUNTY and/or the Sheriff for actual costs attributed to the traffic control and enforcement, should any additional costs be incurred in performance of this Agreement.

6. The CDD agrees, at its own expense, to comply with all applicable requirements for signage and traffic control and enforcement as required by Florida law, Pasco County ordinances, Florida Department of Transportation standards and all Pasco County Traffic Control Devices Certification Requirements. Specifically, CDD agrees to comply with Section 316.0745, Florida Statutes, Uniform Signals and Devices and the Manual on Uniform Traffic Control Devices. CDD agrees to comply with said requirements for all future installations and to maintain all current installations in accordance with said requirements. CDD agrees to comply with any warrant studies performed. CDD agrees within thirty (30) days of the date of notice from COUNTY to remove any multi-way stops or other installations that a study finds not to be warranted. CDD agrees not to install any new multi-way stop or other installation without prior approval of COUNTY. Certification of current compliance is attached hereto as **Exhibit "B"** and incorporated by reference into this Agreement.

7. This Agreement will be for an initial term of one (1) year and shall be automatically renewed on an annual basis, unless otherwise terminated as provided herein.

8. This Agreement may be terminated by either party, without cause or liability, upon thirty (30) days written notice to the other party. It is explicitly noted that should the Sheriff request that the COUNTY terminate this Agreement, the COUNTY will honor that request pursuant to this paragraph.

9. This Agreement shall not be construed to constitute that the COUNTY and/or the Sheriff, or any of their respective agents, deputies, employees, officers, or representatives are agents

or employees of CDD, or vice versa.

10. It is declared to be the intent of the Board of County Commissioners of Pasco County, Florida, that if any section, subsection, sentence, clause, or provision of this Agreement is held invalid, the remainder of this Agreement shall be construed as not having contained said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

11. This Agreement contains the sole understanding between the parties and no modification hereby may be made except by an instrument in writing and executed in the same manner as the Agreement.

12. This Agreement shall not be assigned, or other responsibilities herein transferred, delegated, or conveyed in any manner, without the express written consent of COUNTY. The COUNTY will not provide such written consent prior to consulting with the Sheriff.

13. This Agreement shall be binding upon the parties, their heirs, assigns, and successors in interest.

14. In consideration for making and entering into this Agreement described herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CDD, by its presence, for itself and for anyone claiming by, through, or under it, respectively, does hereby fully and forever disclaim, waive, surrender, remise, release, acquit, satisfy, and discharge Pasco County, Florida, its employees, representatives, agents, commissioners, and the Pasco County Sheriff, his employees, representatives, or agents, individually, jointly and severally, from any rights, powers, prerogatives, injuries, privileges, and interests (beneficial and otherwise), claims, demands, damages, both compensatory and punitive, costs and attorney's fees, actions, causes of action, whether arising at law or in equity, arising from, in connection with, or by reason of actions and causes of action whether arising at law or in equity, arising from, in connection with, or by reason of this Agreement.

15. To the fullest extent permitted by law without waiver of sovereign immunity in tort, the CDD shall indemnify, defend, and hold harmless the COUNTY and/or the Sheriff and all of their respective officers, deputies, agents, representatives, and employees, from any claim, loss, damage, cost, charge, or expense, including attorney's fees and costs, arising out of any act, action, neglect, or omission during the performance of this Agreement or work performed thereunder, whether direct or indirect, caused by negligence of the CDD or its officers, agents, representatives, or employees. CDD'S obligation to defend and indemnify shall not be excused because of CDD'S

inability to evaluate liability or because CDD evaluates liability and determines that the CDD is not liable. CDD'S obligation under this provision shall not be limited in any way to the agreed upon contract price, if any, as shown in this agreement or CDD'S limit of or lack of sufficient insurance protection.

IN WITNESS WHEREOF, the parties have caused these premises to be executed by their duly authorized representatives on this _____ day of _____, 20____.

ATTEST:
(SEAL)

PASCO COUNTY, FLORIDA, a political
subdivision of the State of Florida

Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

RONALD OAKLEY, CHAIRMAN

COPPERSPRING COMMUNITY
DEVELOPMENT DISTRICT

Trevor Singh

Trevor Singh
Print Name
Chairman
Title

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of February, 2024 by Trevor Singh, Chairman of Copperspring CDD, a CDD authorized to do business in the State of Florida, in his/her capacity as Chairman (insert title) on behalf of the CopperSpring CDD.

Diana Kronick
Notary Public

Diana Kronick
Printed Name of Notary Public
My Commission Expires: 1-1-2026

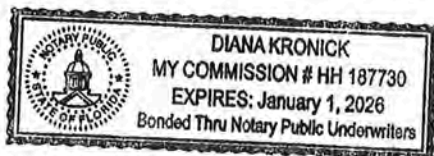


EXHIBIT “A”

SEE ATTACHED

Exhibit A

Copperspring Community Development District – District Roadways

Hanover Drive

Spider Lily Way

Copperspring Blvd.

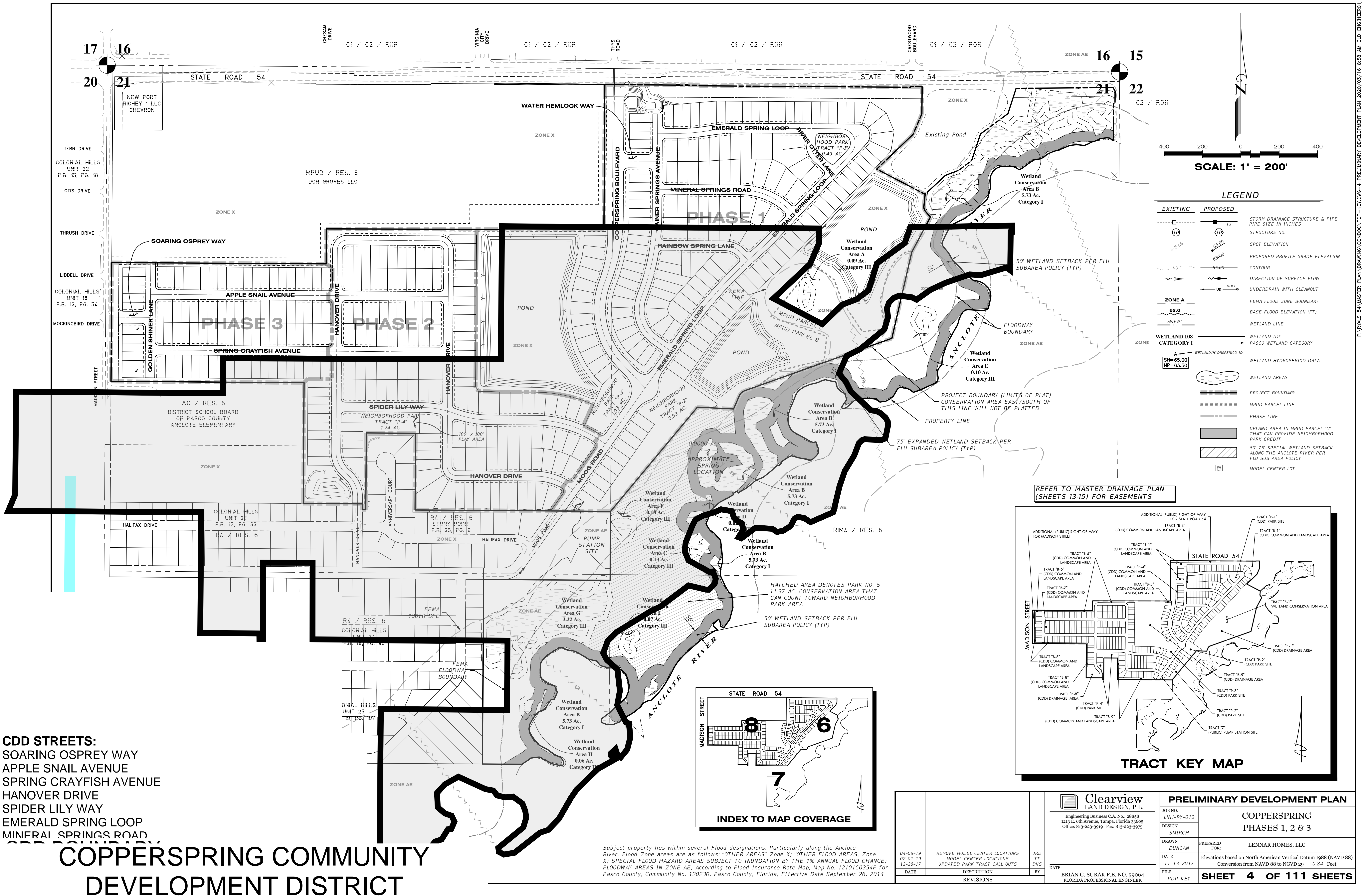
Gainer Springs Avenue

Rainbow Spring Lane

Apple Snail Avenue

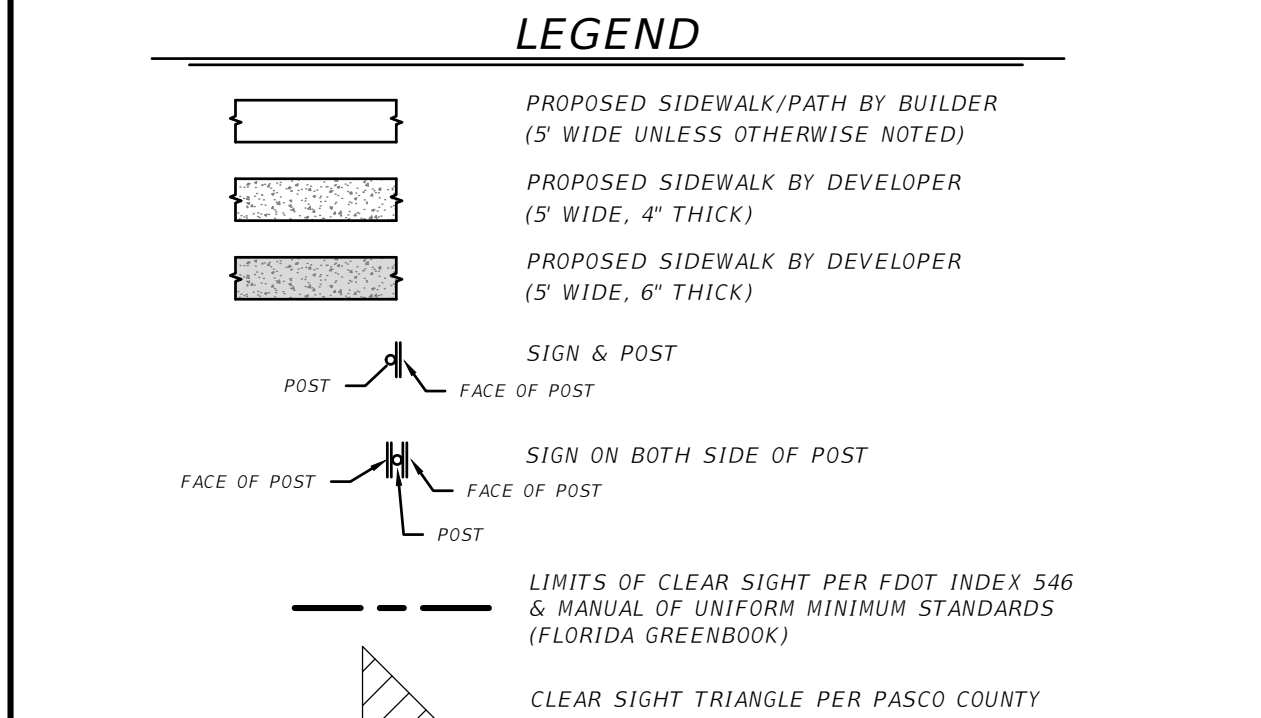
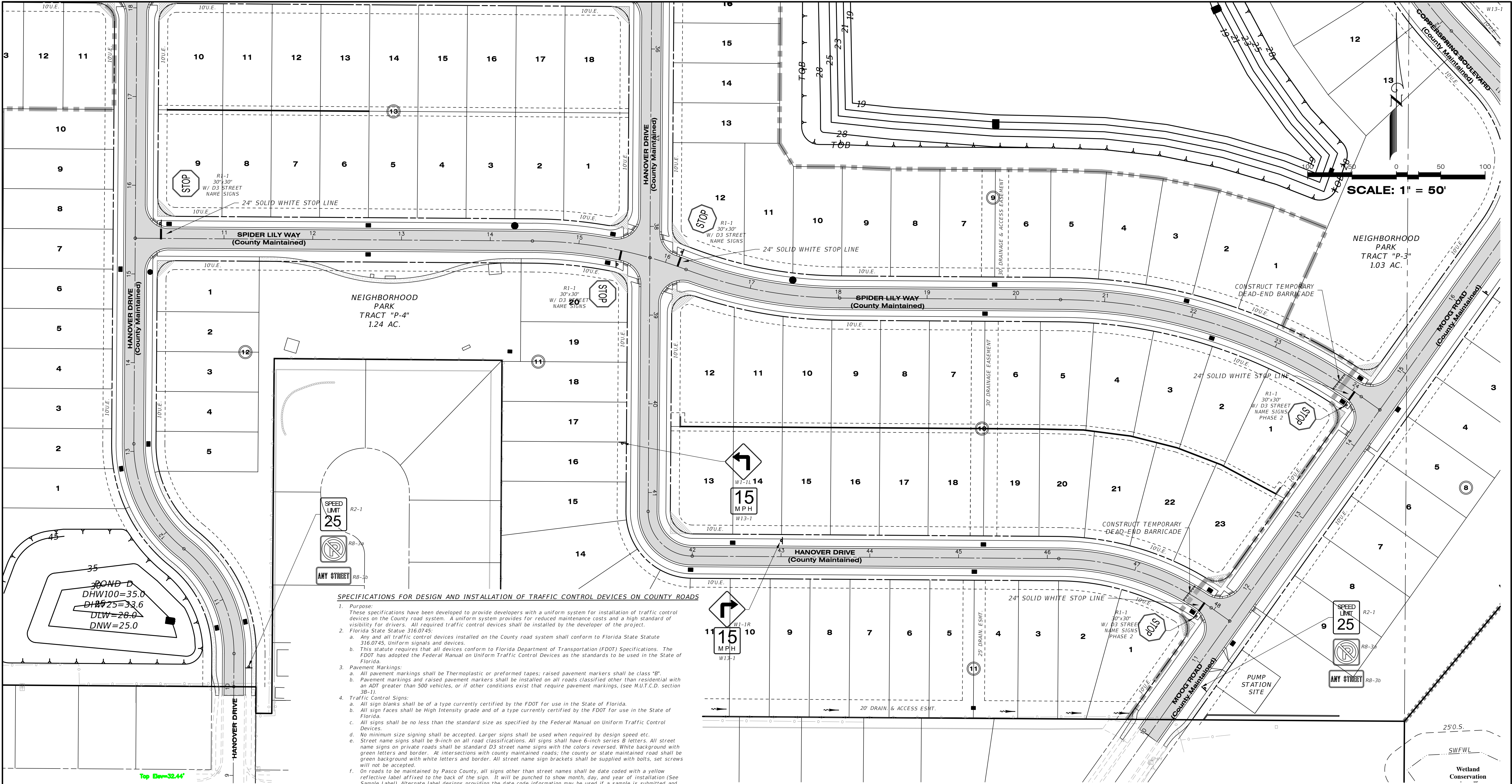
Emerald Spring Loop

Mineral Springs Road









SPECIFICATIONS FOR DESIGN AND INSTALLATION OF TRAFFIC CONTROL DEVICES ON COUNTY ROADS

1. Purpose:
These specifications have been developed to provide developers with a uniform system for installation of traffic control devices on the County road system. A uniform system provides for reduced maintenance costs and a high standard of visibility for drivers. All required traffic control devices shall be installed by the developer of the project.

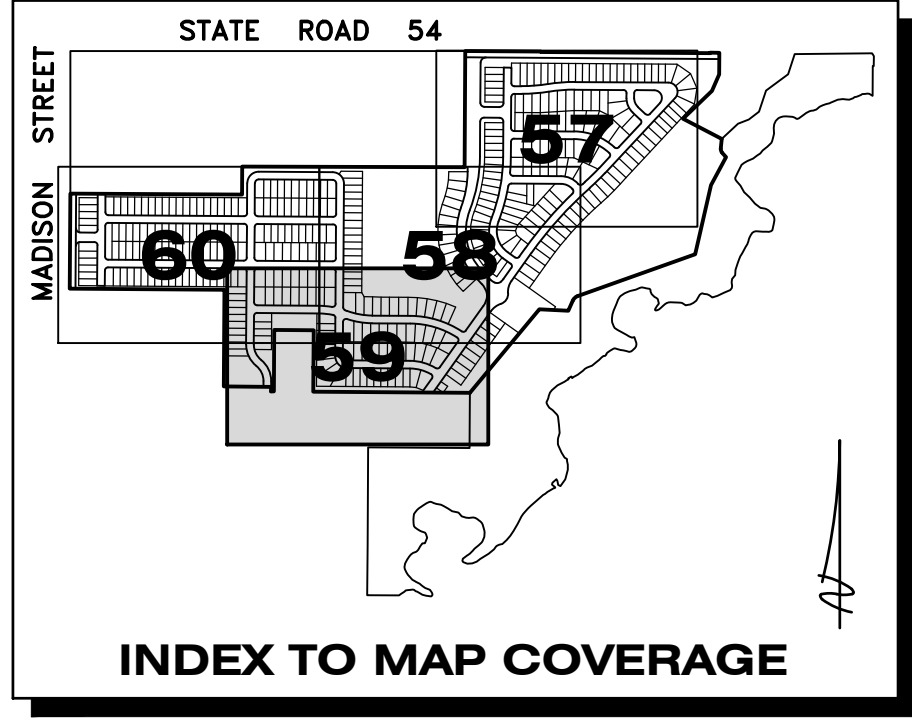
2. Florida State Statute 316.0745:
a. Any and all traffic control devices installed on the County road system shall conform to Florida State Statute 316.0745, Uniform signals and devices.
b. This statute requires that all devices conform to Florida Department of Transportation (FDOT) Specifications. The FDOT has adopted the Federal Manual on Uniform Traffic Control Devices as the standards to be used in the State of Florida.


3. Pavement Markings:
a. All pavement markings shall be Thermoplastic or preformed tapes; raised pavement markers shall be class "B".
b. Pavement markings and raised pavement markers shall be installed on all roads classified other than residential with an ADT greater than 500 vehicles, or if other conditions exist that require pavement markings. (see M.U.T.C.D. section 3B-1).

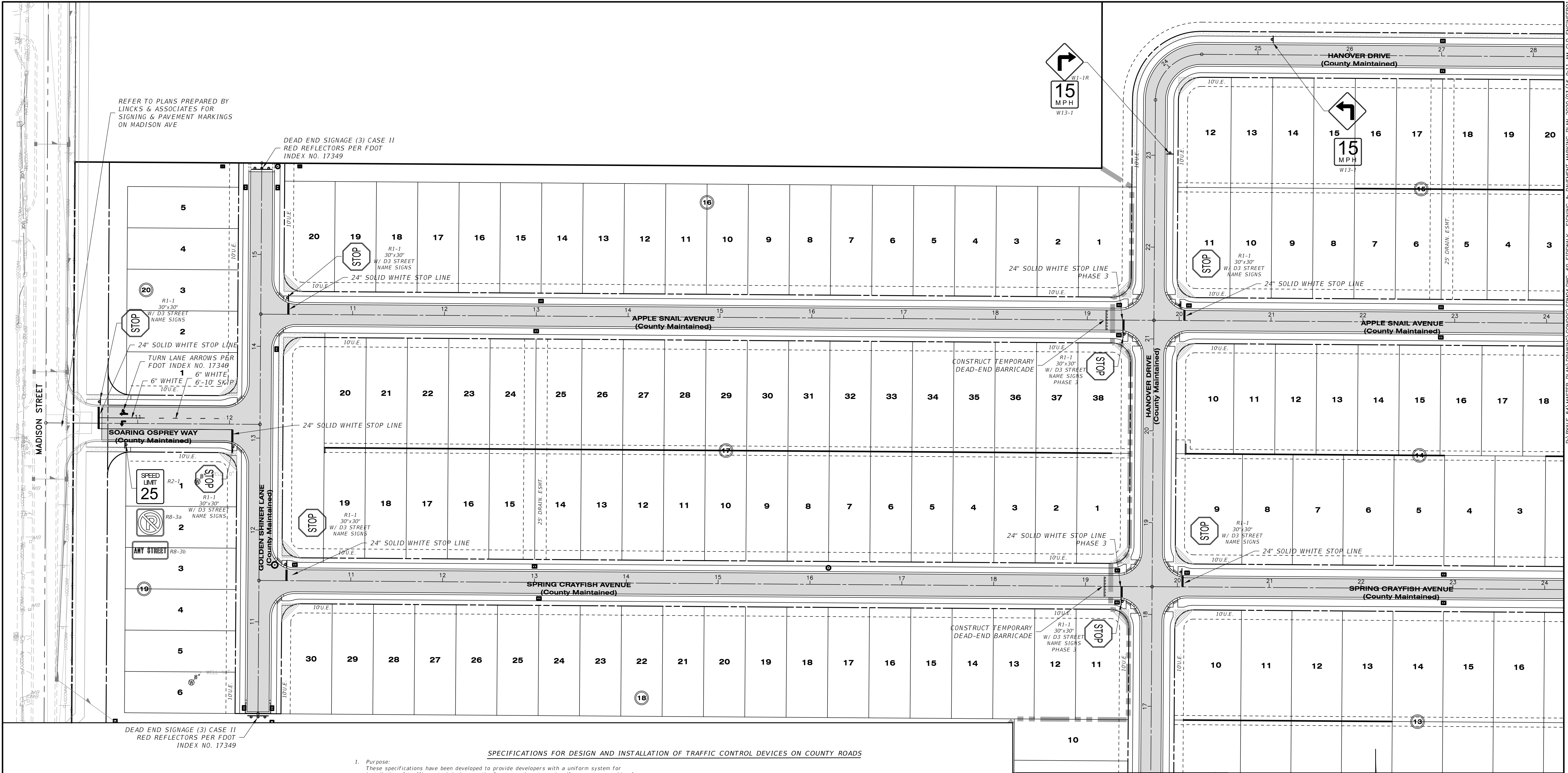
4. Traffic Control Signs:
a. All sign blanks shall be of a type currently certified by the FDOT for use in the State of Florida.
b. All sign faces shall be High Intensity grade and of a type currently certified by the FDOT for use in the State of Florida.
c. All signs shall be no less than the standard size as specified by the Federal Manual on Uniform Traffic Control Devices.
d. No minimum size signing shall be accepted. Larger signs shall be used when required by design speed etc.
e. Street name signs shall be 9-inch on all road classifications. All signs shall have 6-inch series B letters. All street name signs on private roads shall be standard D3 street name signs with the colors reversed. White background with green letters and border. At intersections with county maintained roads; the county or state maintained road shall be green background with white letters and border. All street name sign brackets shall be supplied with bolts, set screws will not be accepted.
f. On roads to be maintained by Pasco County, all signs other than street names shall be date coded with a yellow reflective label affixed to the back of the sign. It will be punched to show month, day, and year of installation (See Sample Label). Alternate label designs providing the date code information may be used if a sample is submitted and approved by Pasco County prior to installation.
Sample Label: size 2' x 4'

WARNING
REMOVAL OF, OR DEFACING ANY TRAFFIC CONTROL DEVICE
IS PUNISHABLE BY FINE AND OR IMPRISONMENT
REPORT DAMAGE BY CALLING (727) 847-2411
INSTALLED
J F M A M J J A S O N D
10 5 20 5 30 5 1 2 3 4 5 6 7 8 9
01 02 03 04 05 06 07 08 09

- g. All post systems, mounting brackets and hardware shall be of a type currently in use by the Pasco County Public Works Department and currently certified by the Florida Department of Transportation for use in the State of Florida. Alternative systems etc. shall only be used if approved by the County Engineer.
5. Certification of materials:
a. All traffic control devices and materials shall be on the current F.D.O.T. APPROVED PRODUCTS LIST. Proof of certification is required for all traffic control devices.
b. A Traffic Control Devices Submittal Data Form shall be submitted for approval prior to installation of any traffic control devices. No traffic control device shall be installed until the certification submittal has been approved by the Traffic Operations Division. These forms are available from the Traffic Operations Division. Copies of the approved Traffic Control Devices Submittal Data Form shall be sent to the contractor and the Engineering Inspections Division.
6. Traffic Control Devices Plan:
a. A detailed set of plans for required traffic control devices shall be submitted for all road construction site development, subdivision, and Right-of-Way Use Permits. These plans shall be in conformance with FDOT design standards. All plans shall be signed and sealed by a registered professional engineer in the State of Florida.
b. With the submittal of final plans to the Development Review Division, two additional sets of the traffic control plan portion of the entire plan shall be submitted. These two sets will be forwarded to the Traffic Operations Division.
7. Cost Estimate:
An engineer's cost estimate shall be required for all proposed traffic control devices. The estimate shall be provided in conjunction with the Traffic Control Devices Submittal Data Form. see Section 5.2.
8. Inspection and acceptance:
a. Upon completion of the installation of the traffic control devices, the contractor shall call the Engineering Inspections Division for an inspection at (727) 847-8154.
b. The inspection shall be made by the Engineering Inspections Division with 48 hours (two working days) of the request.
c. An inspection report shall be made by the Engineering Inspections Division. Copies of the report shall be sent to the Engineer and the Developer.
d. No roadway shall be open to the Public until all traffic control devices have been inspected and accepted by Pasco County.



			<div><div></div><div><div>Clearview</div><div>LAND DESIGN, P.L.L.C.</div></div></div> <div><div>Engineering Business C.A. No.: 28858 1215 E. 6th Avenue, Tampa, Florida 33605 Office: 813-223-3919 Fax: 813-223-3975</div><div>DATE: <div>BRIAN G. SURAK P.E. NO. 59064 FLORIDA PROFESSIONAL ENGINEER</div></div></div> <div><div><div><div>JOB NO. LNH-RY-012</div><div>DESIGN SMIRCH</div><div>DRAWN DUNCAN</div><div>DATE 11-13-2017</div><div>FILE SPM03</div></div><div><div>COPPERSPRING PHASES 1, 2 & 3</div><div>PREPARED FOR: LENNAR HOMES, LLC</div><div>Elevations based on North American Vertical Datum 1988 (NAVD 88) Conversion from NAVD 88 to NGVD 29 = 0.84 Feet</div><div><div>SHEET 59 OF 111 SHEETS</div></div></div></div></div> <tr><td>06-19-19 03-06-18</td><td>REV LOT LINES BLK 11 LT 1-18 & EASEMENT LABEL PER COUNTY COMMENTS</td><td>JRD STW</td></tr> <tr><td>DATE</td><td>DESCRIPTION</td><td>BY</td></tr> <tr><td colspan="3">REVISIONS</td></tr>	06-19-19 03-06-18	REV LOT LINES BLK 11 LT 1-18 & EASEMENT LABEL PER COUNTY COMMENTS	JRD STW	DATE	DESCRIPTION	BY	REVISIONS		
06-19-19 03-06-18	REV LOT LINES BLK 11 LT 1-18 & EASEMENT LABEL PER COUNTY COMMENTS	JRD STW										
DATE	DESCRIPTION	BY										
REVISIONS												



LEGEND

PROPOSED SIDEWALK/PATH BY BUILDER
(5' WIDE UNLESS OTHERWISE NOTED)

PROPOSED SIDEWALK BY DEVELOPER
(5' WIDE, 4" THICK)

PROPOSED SIDEWALK BY DEVELOPER
(5' WIDE, 6" THICK)

POST

FACE OF POST

SIGN & POST

FACE OF POST

POST

FACE OF POST

SIGN ON BOTH SIDE OF POST

LIMITS OF CLEAR SIGHT PER FDOT INDEX 546
& MANUAL OF UNIFORM MINIMUM STANDARDS
(FLORIDA GREENBOOK)

CLEAR SIGHT TRIANGLE PER PASCO COUNTY

SPECIFICATIONS FOR DESIGN AND INSTALLATION OF TRAFFIC CONTROL DEVICES ON COUNTY ROADS

1. Purpose:
These specifications have been developed to provide developers with a uniform system for installation of traffic control devices on the County road system. A uniform system provides for reduced maintenance costs and a high standard of visibility for drivers. All required traffic control devices shall be installed by the developer of the project.

2. Florida State Statute 316.0745:
a. Any and all traffic control devices installed on the County road system shall conform to Florida State Statute 316.0745, Uniform signals and devices.
b. This statute requires that all devices conform to Florida Department of Transportation (FDOT) Specifications. The FDOT has adopted the Federal Manual on Uniform Traffic Control Devices as the standards to be used in the State of Florida.

3. Pavement Markings:
a. All pavement markings shall be Thermoplastic or preformed tapes; raised pavement markers shall be class "B".
b. Pavement markings and raised pavement markers shall be installed on all roads classified other than residential with an ADT greater than 500 vehicles, or if other conditions exist that require pavement markings, (see MUT.C.D. section 3B-1).

4. Traffic Control Signs:
a. All sign blanks shall be of a type currently certified by the FDOT for use in the State of Florida.
b. All sign faces shall be High Intensity grade and of a type currently certified by the FDOT for use in the State of Florida.
c. All signs shall be no less than the standard size as specified by the Federal Manual on Uniform Traffic Control Devices.
d. No minimum size signing shall be accepted. Larger signs shall be used when required by design speed etc.
e. Street name signs shall be 9-inch on all road classifications. All signs shall have 6-inch series B letters. All street name signs on private roads shall be standard D3 street name signs with the colors reversed. White background with green letters and border. At intersections with county maintained roads; the county or state maintained road shall be green background with white letters and border. All street name sign brackets shall be supplied with bolts, set screws will not be accepted.
f. On roads to be maintained by Pasco County, all signs other than street names shall be date coded with a yellow reflective label affixed to the back of the sign. It will be punched to show month, day, and year of installation (See Sample Label). Alternate label designs providing the date code information may be used if a sample is submitted and approved by Pasco County prior to installation.
Sample Label: size 2" x 4"

WARNING
REMOVAL OF, OR DEFACING ANY TRAFFIC CONTROL DEVICE
IS PUNISHABLE BY FINE AND OR IMPRISONMENT
REPORT DAMAGE BY CALLING (727) 847-2411
INSTALLED
J F M A M J J A S O N D
10'S 20'S 30'S 1 2 3 4 5 6 7 8 9
01 02 03 04 05 06 07 08 09

a. All post systems, mounting brackets and hardware shall be of a type currently in use by the Pasco County Public Works Department and currently certified by the Florida Department of Transportation for use in the State of Florida. Alternative systems etc. shall only be used if approved by the County Engineer.

5. Certification of materials:
a. All traffic control devices and materials shall be on the current F.D.O.T. APPROVED PRODUCTS LIST. Proof of certification is required for all traffic control devices.
b. A Traffic Control Devices Submittal Data Form shall be submitted for approval prior to installation of any traffic control devices. No traffic control device shall be installed until the certification submittal has been approved by the Traffic Operations Division. These forms are available from the Traffic Operations Division. Copies of the approved Traffic Control Devices Submittal Data Form shall be sent to the contractor and the Engineering Inspections Division.

6. Traffic Control Devices Plan:
a. A detailed set of plans for required traffic control devices shall be submitted for all road construction site development, subdivision, and Right-of-Way Use Permits. These plans shall be in conformance with FDOT design standards. All plans shall be signed and sealed by a registered professional engineer in the State of Florida.
b. With the submittal of final plans to the Development Review Division, two additional sets of the traffic control plan portion of the entire plan shall be submitted. These two sets will be forwarded to the Traffic Operations Division.

7. Cost Estimate:
An engineer's cost estimate shall be required for all proposed traffic control devices. The estimate shall be provided in conjunction with the Traffic control Devices Submittal Data Form. See Section 5.2.

8. Inspection and acceptance:
a. Upon completion of the installation of the traffic control devices, the contractor shall call the Engineering Inspections Division for an inspection at (727) 847-8154.
b. The inspection shall be made by the Engineering Inspections Division with 48 hours (two working days) of the request.
c. An inspection report shall be made by the Engineering Inspections Division. Copies of the report shall be sent to the Engineer and the Developer.
d. No roadway shall be open to the Public until all traffic control devices have been inspected and accepted by Pasco County.

STATE ROAD 54

INDEX TO MAP COVERAGE

03-06-18

DATE

PER COUNTY COMMENTS

DESCRIPTION

REVISIONS

STW

BY

DATE:

BRIAN G. SURAK P.E. NO. 59064
FLORIDA PROFESSIONAL ENGINEER

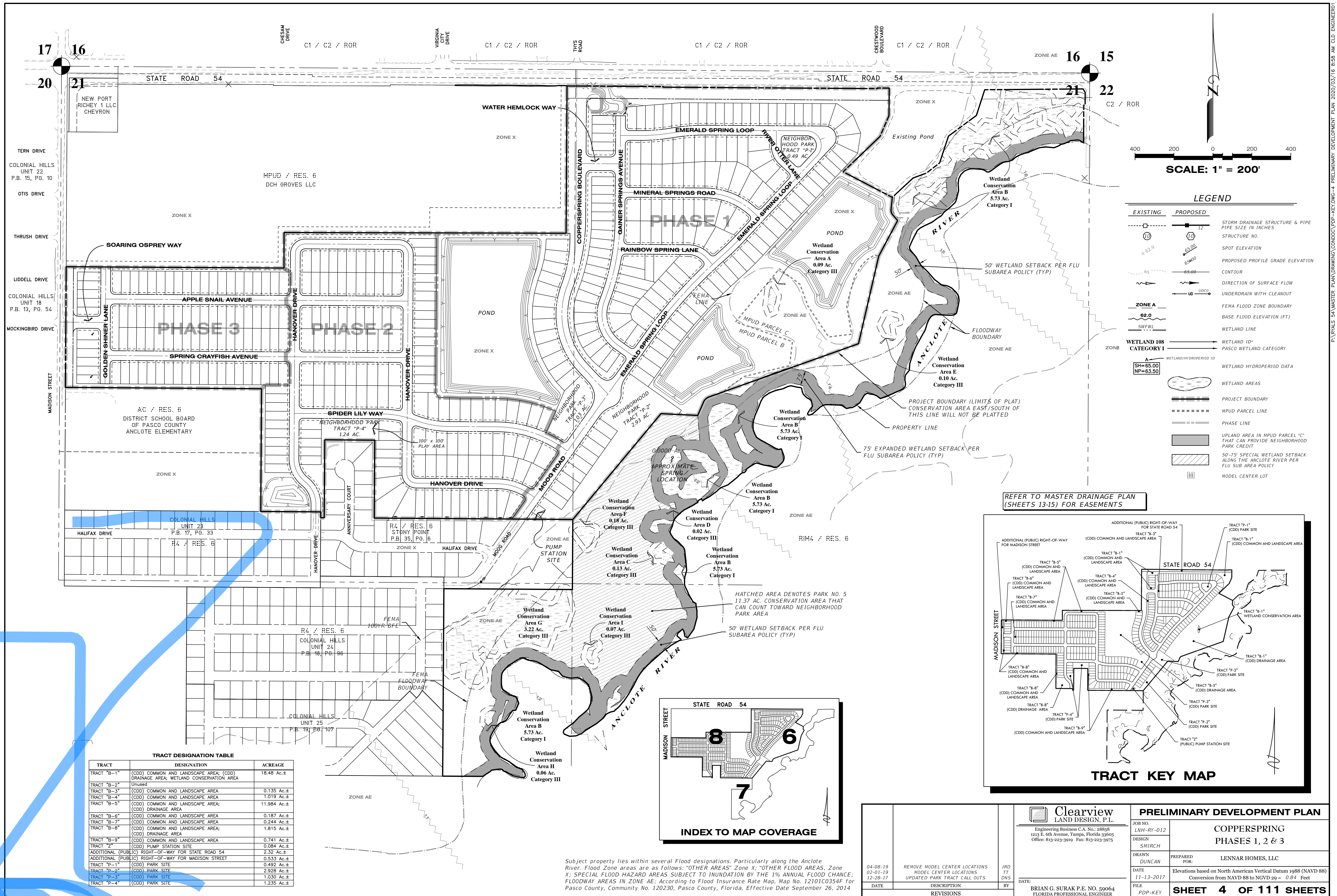
Clearview
LAND DESIGN, P.L.

Engineering Business C.A. No.: 28858
1213 E. 6th Avenue, Tampa, Florida 33605
Office: 813-223-3919 Fax: 813-223-3975

SIDEWALK SIGNING & PAVEMENT MARKING PLAN

JOB NO. LNH-RY-012	COPPERSPRING PHASES 1, 2 & 3
DESIGN SM/RCH	
DRAWN DUNCAN	
DATE 11-13-2017	
FILE SPM04	PREPARED FOR: LENNAR HOMES, LLC
Elevations based on North American Vertical Datum 1988 (NAVD 88) Conversion from NAVD 88 to NGVD 29 = 0.84 Feet	

SHEET 60 OF 111 SHEETS



COPPERSPRING - SIGN SUMMARY

ID	Location	Type / Description of Sign	MUTCD Designation	Dimensions	Height (in)	Offset (in)
1	Copperspring Boulevard	Speed Limit Sign	R2-1	24" x 30"	90"	66"
2	Copperspring Boulevard	No Parking Sign	R8-3a	24" x 24"	66"	66"
3	Copperspring Boulevard	Any Street	R8-3b	24" x 12"	54"	66"
4	Copperspring Boulevard	Merge Sign	W04-02R	36" x 36"	54"	60"
5	Water Hemlock Way / Copperspring Boulevard	Stop Sign	R1-1	30" x 30"	85"	38"
6	Water Hemlock Way / Gainer Springs Avenue	Stop Sign	R1-1	30" x 30"	82"	38"
7	Emerald Springs Loop / Gainer Springs Avenue	Stop Sign	R1-1	30" x 30"	80"	43"
8	Mineral Springs Road / Gainer Springs Avenue	Stop Sign	R1-1	30" x 30"	80"	31"
9	Rainbow Springs Lane / Gainer Springs Avenue	Stop Sign	R1-1	30" x 30"	76"	36"
10	River Otter Lane / Emerald Springs Loop	Stop Sign	R1-1	30" x 30"	78"	40"
11	River Otter Lane / Emerald Springs Loop	Stop Sign	R1-1	30" x 30"	80"	42"
12	Emerald Springs Loop	Turn Sign	W1-1R	30" x 30"	94"	51"
13	Emerald Springs Loop	Advisory Speed	W13-1	18" x 18"	74"	51"
14	Emerald Springs Loop	Turn Sign	W1-1L	30" x 30"	89"	42"
15	Emerald Springs Loop	Advisory Speed	W13-1	18" x 18"	70"	42"
16	Mineral Springs Road / Emerald Springs Loop	Stop Sign	R1-1	30" x 30"	87"	42"
17	Rainbow Springs Lane / Emerald Springs Loop	Stop Sign	R1-1	30" x 30"	79"	50"
18	Emerald Springs Loop	Roundabout	W2-6	30" x 30"	84"	163"
19	Emerald Springs Loop	Advisory Speed	W13-1	18" x 18"	84"	163"
20	Copperspring Boulevard	Roundabout	W2-6	30" x 30"	98"	48"
21	Copperspring Boulevard	Advisory Speed	W13-1	18" x 18"	79"	48"
22	Emerald Springs Loop	Yield Sign	R1-2	36"x36"x36"	80"	42"
23	Copperspring Boulevard	Yield Sign	R1-2	36"x36"x36"	82"	48"
24	Moog Road	Yield Sign	R1-2	36"x36"x36"	80"	42"
25	Emerald Springs Loop	Pedestrian Crossing Sign	W11-2	30" x 30"	79"	39"
26	Emerald Springs Loop	Downward Diagonal Arrow	W16-7P	24" x 12"	79"	39"
27	Emerald Springd Loop	Narrow Keep Right Sign	R4-7	24" x 30"	90"	39"
28	Emerald Springs Loop	Object Marker Sign	OM1-1	18" x 18"	48"	39"
29	Copperspring Boulevard	Narrow Keep Right Sign	R4-7	24" x 30"	70"	51"
30	Copperspring Boulevard	Object Marker Sign	OM1-1	18" x 18"	70"	51"
31	Moog Road	Narrow Keep Right Sign	R4-7	24" x 30"	89"	48"
32	Moog Road	Object Marker Sign	OM1-1	18" x 18"	51"	48"
33	Moog Road	Pedestrian Crossing Sign	W11-2	30" x 30"	88"	60"
34	Moog Road	Downward Diagonal Arrow	W16-7P	24" x 12"	75"	60"
35	Moog Road	Roundabout	W2-6	30" x 30"	88"	39"
36	Moog Road	Advisory Speed	W13-1	18" x 18"	69"	39"

COPPERSPRING - SIGN SUMMARY

ID	Location	Type / Description of Sign	MUTCD Designation	Dimensions	Height (in)	Offset (in)
37	Spider Lily Way / Moog Road	Stop Sign	R1-1	30" x 30"	82"	48"
38	Hanover Drive / Moog Road	Stop Sign	R1-1	30" x 30"	84"	44"
39	Moog Road	Speed Limit Sign	R2-1	24" x 30"	107"	60"
40	Moog Road	No Parking Sign	R8-3a	24" x 30"	83"	60"
41	Moog Road	Any Street	R8-3b	24" x 12"	65"	60"
42	Hanover Drive	Turn Sign	W1-1R	30" x 30"	90"	42"
43	Hanover Drive	Advisory Speed	W13-1	18" x 18"	72"	42"
44	Hanover Drive	Turn Sign	W1-1L	30" x 30"	89"	48"
45	Hanover Drive	Advisory Speed	W13-1	18" x 18"	70"	48"
46	Spider Lily Way / Hanover Drive	Stop Sign	R1-1	30" x 30"	76"	40"
47	Spider Lily Way / Hanover Drive	Stop Sign	R1-1	30" x 30"	77"	44"
48	Spider Lily Way / Hanover Drive	Stop Sign	R1-1	30" x 30"	80"	42"
49	Hanover Drive	Speed Limit Sign	R2-1	24" x 30"	112"	36"
50	Hanover Drive	No Parking Sign	R8-3a	24" x 30"	88"	36"
51	Hanover Drive	Any Street	R8-3b	24" x 12"	76"	36"
52	Hanover Drive	Turn Sign	W1-1R	30" x 30"	88"	42"
53	Hanover Drive	Advisory Speed	W13-1	18" x 18"	69"	42"
54	Hanover Drive	Turn Sign	W1-1L	30" x 30"	88"	45"
55	Hanover Drive	Advisory Speed	W13-1	18" x 18"	70"	45"
56	Apple Snail Avenue / Hanover Drive	Stop Sign	R1-1	30" x 30"	78"	39"
57	Apple Snail Avenue / Hanover Drive	Stop Sign	R1-1	30" x 30"	76"	42"
58	Spring Crayfish Avenue / Hanover Drive	Stop Sign	R1-1	30" x 30"	78"	46"
59	Spring Crayfish Avenue / Hanover Drive	Stop Sign	R1-1	30" x 30"	85"	36"
60	Apple Snail Avenue / Golden Shiner Lane	Stop Sign	R1-1	30" x 30"	82"	54"
61	Spring Crayfish Avenue / Golden Shiner Lane	Stop Sign	R1-1	30" x 30"	76"	30"
62	Soaring Osprey Way / Golden Shiner Lane	Stop Sign	R1-1	30" x 30"	84"	48"
63	Soaring Osprey Lane	Speed Limit Sign	R2-1	24" x 30"	108"	36"
64	Soaring Osprey Lane	No Parking Sign	R8-3a	24" x 30"	84"	36"
65	Soaring Osprey Lane	Any Street	R8-3b	24" x 12"	72"	36"
66	Soaring Osprey Lane / Madison Street	Stop Sign	R1-1	30" x 30"	84"	40"

EXHIBIT "B"

SEE ATTACHED

Exhibit “B” – Engineer’s Certification

I, Brian G. Surak, P.E. of Clearview Land Design, have inspected the existing signing and pavement markings in the Copperspring Community Development District (CDD) in accordance with the Pasco County Traffic Operations Division Traffic Control Certification Requirements for Enforcement Agreements. At the time of inspection, the existing signing and pavement markings on roads in this CDD were in substantial conformance with Pasco County Traffic Operations requirements.

Brian G. Surak, P.E.
FI P.E. No. 59064

This item has been digitally signed and sealed by
BRIAN G. SURAK, P.E. on the date adjacent to the seal.
Printed copies of this document are not considered signed
and sealed and the signature must be verified on any
electronic copies.

EXHIBIT "B"

Traffic Control Devices Certification
For Traffic Enforcement Agreement with Pasco County

As the District Engineer for the Copperspring Community Development District (the "District"), I, Brian G. Surak, P.E., certify the following statements to be true and accurate regarding the traffic control devices inspection conducted within the District boundaries:

1. All traffic control devices and signage have been inspected and certified by a professional engineer registered in the state of Florida.
2. This inspection included the following required documentation attached hereto in PDF form of the drawing(s) and/or aerial documentation:
 - A. Documentation of all existing traffic control devices has been submitted on a signed and sealed drawing or an aerial of the streets to be included in the agreement.
 - B. All existing traffic control signs and traffic control devices have been documented to show Manual on Uniform Traffic Control Devices ("MUTCD") sign number, height, lateral placement, and condition.
 - C. All existing traffic control pavement markings have been documented to show size, color, location, and condition.
 - D. All multi-way stop controlled intersections are on the original approved plan. If not on the original plan, a warranty study has been submitted in accordance with the MUTCD to justify the existence of each or that intersection has been removed.
 - E. All traffic calming devices have been documented. These devices are in accordance with the ITE standards for traffic calming devices.
 - F. Any non-conforming traffic control devices identified by the inspection have been documented, corrected, or removed prior to entering into an enforcement agreement with Pasco County.

Respectfully submitted and certified as of the 27 day of July, 2022, on behalf of the District.



Brian G. Surak, P. E.
District Engineer
Copperspring Community Development District

Tab 8

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the 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.

**COPPERSPRING
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of Copperspring Community Development District was held on **Tuesday, January 9, 2024, at 10:13 a.m.** at Residence Inn by Marriott Tampa at 2101 Northpointe Parkway, Lutz, Florida 33588.

Present were:

Kelly Evans	Board Supervisor, Chair
Trevor Singh	Board Supervisor, Vice-Chair
Tamaria Swartzbeck	Board Supervisor, Assistant Secretary
Christina Cruz	Board Supervisor, Assistant Secretary

Also Present were:

Debby Wallace	District Manager, Rizzetta & Company, Inc.
Sean Craft	District Manager, Rizzetta & Company, Inc.
Wesley Elias	District Manager, Rizzetta & Company, Inc.
Kathryn Hopkinson	District Counsel, Straley Robin Vericker
David Hamstra	District Engineer, Pegasus Engineering
Bobby Williamson	Representative, Fieldstone Landscaping

Audience	None
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FIRST ORDER OF BUSINESS

Call to Order

Ms. Wallace called the meeting to order and confirmed a quorum.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience members present.

THIRD ORDER OF BUSINESS

Discussion Regarding Towing Policy

The Board discussed the current towing policy and decided to observe for another month while District Counsel will review the existing policies.

FOURTH ORDER OF BUSINESS

Acceptance of Special Warranty Deed

Ms. Evans will work towards obtaining the necessary permits for a kayak launch.

On a Motion by Ms. Evans, seconded by Ms. Cruz, with all in favor, the Board of Supervisors approved Special Warranty Deed Ryals Property CDD Conveyance Parcels, for the Copperspring Community Development District.

FIFTH ORDER OF BUSINESS

FDOT Notice of Roadway Construction Project

The Board reviewed the FDOT notice of Roadway Construction project.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2042-01; Re-Designating Officers

On a Motion by Ms. Swartzbeck, seconded by Ms. Cruz, with all in favor, the Board of Supervisors approved Resolution 2024-01; Re-Designating Officers, Trevor Singh as Chairman, Christina Cruz as Vice Chairman, remaining Board of Supervisors as Assistant Secretaries along with Debby Wallace and Sean Craft, for the Copperspring Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of the Minutes of the Regular Meeting Held on November 14, 2023

On a Motion by Mr. Singh, seconded by Ms. Swartzbeck, with all in favor, the Board of Supervisors approved the minutes of the regular meeting held on November 14, 2023, for Copperspring Community Development District.

EIGHTH ORDER OF BUSINESS

Ratification of the Operation and Maintenance Expenditures for October & November 2023

On a Motion by Ms. Evans, seconded by Ms. Cruz, with all in favor, the Board of Supervisors ratified the operation and maintenance expenditures for October 2023 (\$28,927.48) and November 2023 (\$16,243.08), for Copperspring Community Development District.

NINTH ORDER OF BUSINESS**Staff Reports****A. District Counsel**

Ms. Hopkinson reviewed with the Board the 2023-2024 Engineering Services Agreement.

Presentation of FY 2023-2024 Engineering Services

On a Motion by Mr. Singh, seconded by Ms. Evans, with all in favor, the Board of Supervisors approved the Pegasus Engineering FY 2023-2024 Engineering Services Agreement Fees, for Copperspring Community Development District.

Ms. Hopkinson reviewed the ethics training required now by the State of Florida for Public Officials.

B. District Engineer

The Board authorized Mr. Hamstra to inspect items in the email along Spider Lily and draft a memo to the Board at next meeting of recommended items to repair.

On a Motion by Mr. Singh, seconded by Ms. Swartzbeck, with all in favor, the Board of Supervisors approved Pegasus Engineering to inspect items in email along Spider Lily and draft a memo of recommended items to repair and list them in order of priority, for Copperspring Community Development District.

C. Landscape & Irrigation Update

Mr. Williamson stated that more mulch may be needed. Mr. Williamson provided a proposal for a \$3,648.00 increase to the current landscape contract for a new total of \$127,644.00. This increase was tabled.

D. District Manager

Ms. Wallace reminded the Board of Supervisors of the next meeting that is scheduled for February 13, 2024, at 5:00 p.m. at Residence Inn by Marriott Tampa at 2101 Northpointe Parkway, Lutz, Florida 33588.

On a Motion by Mr. Singh, seconded by Ms. Evans, with all in favor, the Board of Supervisors approved to open a Reserve Account for \$20,000.00 budgeted reserves in FY 2023-2024 Budget and to use same bank as General Fund Account, for Copperspring Community Development District.

Reserve Fund Institute declined to sign agreement of proposal approved by the Board as the last meeting. The Board requested a proposal from Florida Reserve Study, or one more vendor, for a reserve fund study, along with the one other proposal to add to the next meeting agenda.

Ms. Wallace introduced Sean Craft as the new District Manager for Copperspring CDD.

Ms. Wallace provided an update on the Traffic Enforcement Agreement. The last sign was repaired, and a photo was sent to the Pasco County, waiting for Pasco County's acceptance and approval of the agreement.

TENTH ORDER OF BUSINESS**Supervisor Requests**

Ms. Swartzbeck expressed the Board's desire to assume responsibility for providing holiday lighting for the two entryways. A baseline amount of \$5000 was suggested for inclusion in the FY 2024-25 proposed budget.

ELEVENTH ORDER OF BUSINESS**Adjournment**

Ms. Wallace stated that there were no other matters to come before the Board of Supervisors at this time.

On a Motion by Mr. Singh, seconded by Ms. Evans, with all in favor, the Board of Supervisors adjourned the meeting at 11:16 a.m. for Copperspring Community Development District.

Assistant Secretary

Chairman/Vice Chairman

Tab 9

Copperspring Community Development District

District Office · Wesley Chapel, Florida · (813) 944-1001

Mailing Address · 3434 Colwell Ave · Suite 200 · Tampa, Florida 33614

www.copperspringcdd.org

Operations and Maintenance Expenditures December 2023 For Board Approval

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

The total items being presented: **\$19,143.33**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Copperspring Community Development District

Paid Operation and Maintenance Expenditures

December 1, 2023 Through December 31, 2023

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
Clearview Land Design, P.L.	100248	23-06477	Engineer Services 11/23	\$ 462.45
Duke Energy	100245	9100 8756 3073 11/23	6258 Spider Lily Way 11/23	\$ 30.79
Duke Energy	100245	9100 8756 3263 11/23	Electric Services 11/23	\$ 817.94
Duke Energy	100247	9100 9446 4850 11/23	00 Copperspring Blvd Lite PH 3 11/23	\$ 226.17
Duke Energy	100249	9100 8753 4531 11/23	3980 Copperspring Blvd Irrigation & Lites 11/23	\$ 30.79
Duke Energy	100249	9100 8753 4713 11/23	000 Copperspring Blvd Lights 11/23	\$ 577.60
Duke Energy	100249	9100 8753 4911 11/23	6575 Moog Road Mailbox 11/23	\$ 31.01
Duke Energy	100249	9100 9446 7027 11/23	6019 Soaring Osprey Way 11/23	\$ 30.79
Econostripe & Thermoplastic, Inc.	100244	RC082023	Traffic Signs 08/23	\$ 1,050.00
Fieldstone Landscape Services	100250	21558	Landscape Maintenance 11/23	\$ 10,332.91
Fieldstone Landscape Services	100250	21559	Irrigation Repairs 11/23	\$ 135.20
Lutz Hotel Management, LLC	100251	121223 Lutz-249	BOS Meeting Room Rental 01/09/24	\$ 81.33
Pasco County Utilities	100246	19501567	3950 River Otter Lane - Irrigation 11/23	\$ 68.64

Copperspring Community Development District

Paid Operation and Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pasco County Utilities	100246	19501568	6557 Water Hemlock Way 11/23	\$ 14.82
Pasco County Utilities	100246	19501569	3707 Copperspring Blvd - Irrigation 11/23	\$ 644.28
Pasco County Utilities	100246	19501716	6258 Spider Lily Way 11/23	\$ 118.56
Pasco County Utilities	100246	19501929	3980 Soaring Osprey Way 11/23	\$ 85.80
Rizzetta & Company, Inc.	100243	INV0000085717	District Management Fees 12/23	<u>\$ 4,404.25</u>
Report Total				<u><u>\$ 19,143.33</u></u>

Tab 10

Issue #3883 Horticulture Isses - QAR

☐ Include Client

Created By

Robert Williamson

Created Date/Time

01/29/2024 08:09:59 PM

Complete Date

02/02/2024 10:15:17 AM

Assigned To

Daniel Reid

Horticulture Division

Priority

Normal

Due Date *

02/28/2024

Regarding

Copperspring CDD |

Category

Horticulture

Opportunity

Create New Opportunity...

Subject *

Horticulture Isses - QAR

Click Search to Insert an Email Token

PUB	CREATED (DATE/BY)	COMMENT
<input type="checkbox"/>	Fri Feb 02 2024 10:15:17 GMT-0500 Gabriel Sanchez Lopez	<div>Changes</div> <div>Status 'Open' to 'Completed'</div>
<input type="checkbox"/>	Tue Jan 30 2024 09:32:39 GMT-0500 Shawn Walker	<div>Changes</div> <div>Assigned To Added Daniel Reid</div>



Mon Jan 29 2024
20:09:59 GMT-0500
Robert Williamson

(6)



Horticulture(Issue)

Created: Mon, 1/29/2024

The horticultural team will treat the weeds within the Jasmine on their next monthly visit

(8)



Horticulture (Issue)

Created: Mon, 1/29/2024

High dollar weed pressur within the park on Spider Lily will be addressed by the horticultural department



FIELDSTONE

Controller #1 (copperspring monument sign) powered by SmartLink Network ®

Date: Jan 24, 2024 1:08 pm

Inspector: LaPoma Thomas

Site	
Name	Coppersprings CDD
Address	7127 Emerald Spring Loop
City	New Port Richey
ST	Florida
Zip	34653

Controller	
Name	Controller 1 (Copperspring monument)
Location	Exit side at SR54 near monument - pool code 0303
Model	
Modules	30
Controller ID	74855

Water Days as of Jan 24, 2024	
Program A	Sun , Mon , Wed , Thur , Fri
Program B	Sun , Mon , Wed , Thur , Fri
Program C	
Program D	

Notes
Hunter ACC
Faulty power module- controller not operating
Separated programs - removed amenities center and mailboxes from primary program. (Zones #35 thru #52)
All general repairs have been completed

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope
1	Exit side State road 54	Pass									
2	Exit side monument sign	Pass							1		
3	North of water hammock way	Pass									
4	Exit side fence North water hammock way	Pass									
5	Median Island at State road 54	Pass									
6	Exit side curb at State road 54	Pass									
7	Entry side curb at State road 54	Pass									
8	Exit side north of water hammock way	Pass									
9	North curb water hammock way	Pass									
10	East curb of Gainersprings and northwest corner water hammock way	Pass									
11	North fence of water hammock way, East fence Gainer springs and median Island	Pass									
12	Southside water hammock way, sidewalk along Gainer springs	Pass			1				1		
13	Southeast corner water hammock way and copper spring	Pass									

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope
14	Southeast curb water hammock way and copper spring	Pass									
15	East fence and median Island South of water hammock way	Pass									
16	West curb south of copper springs and water hammock way	Pass									
17	West sidewalk of copper springs to State road 54	Pass									
18	Each side along fence	Pass									
19	Eastside along fence	Pass									
20	East fence south of zone 15	Pass						1			
21	Eastside copper springs south of water hammock way	Pass									
22	East fence south of zone 20	Pass									
23	East fence south of water hammock way	Pass									
24	Eastside copper springs south of zone 21	Pass									
25	East bent south of zone 22	Pass									
26	East curb copper springs south of zone 16	Pass									
27	East fence of copper springs south of zone 25	Pass									
28	East fence copper springs North of Moog road	Pass									
29	Easter copper springs North of Moog road	Pass									
30	East fence north of Moog road	Pass						2			
31	Northeast corner copper springs and mood road	Pass									
32	Northeast corner copper springs and Moog road	Pass									
33	North curb of Moog road East of copper springs	Pass									
34	North of Moog road East of copper springs	Pass									
35	East side mailbox parking Moog road and roundabout	Pass									
36	Eastside mailbox parking at Moog road	Pass									
37	East curb mailbox parking and roundabout	Pass									
38	Westside mailbox parking and along fence at homes	Pass									
39	West curb a mailbox parking	Pass									
40	Open	Pass									

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope
41	Westside pool	Pass									
42	West of the pool	Pass									
43	West and back of pool	Pass									
44	West and back of pool	Pass									
45	West and back to pool	Pass									
46	West and back of pool	Pass									
47	The front of pool	Pass									
48	East of pool	Pass									
49	East and back of pool	Pass									
50	East and back a pool	Pass									
51	Playground- not used	Pass									
52	East and back a pool	Pass									
53		Pass									
54		Pass									
55		Pass									
56		Pass									
57		Pass									
58		Pass									
59		Pass									
60	Lift station at Moog road and Hanover	Pass									
61	Lift station at Moog road and Hanover	Pass									

Zone #2 - 01-24-24 3:08 pm CST



Zone #2 - 01-24-24 3:08 pm CST



Zone #12 - 01-24-24 1:37 pm CST



Zone #12 - 01-24-24 3:08 pm CST



Zone #20 - 01-24-24 3:27 pm CST



Zone #20 - 01-24-24 3:27 pm CST



Zone #30 - 01-24-24 3:43 pm CST



Zone #30 - 01-24-24 3:54 pm CST





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Controller #2 (river otter In)

Date: Jan 24, 2024 6:40 am

Inspector: LaPoma Thomas

Site	
Name	Coppersprings CDD
Address	7127 Emerald Spring Loop
City	New Port Richey
ST	Florida
Zip	34653

Controller	
Name	Controller 2 (River otter In)
Location	Emerald spring and river otter
Model	
Modules	5
Controller ID	74856

Water Days as of Jan 24, 2024	
Program A	Mon , Wed , Fri
Program B	
Program C	
Program D	

Notes
Hunter hybrid
All general repairs are completed
Seasonal adjustment 80%

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope
1	Curb along emerald spring & river otter In, North curb	Pass									
2	Curb along emerald spring, East curb	Pass									
3	Northeast and East bed	Pass						2			
4	Emerald springs sidewalk	Pass									
5	Center turf area river otter In	Pass									
6	South and East sidewalk	Pass									
7	West sidewalk	Pass									
8	West curb along River otter	Pass									
9	All trees	Pass									
10	Northwest and West beds	Pass						1			

Zone #3 - 01-24-24 7:27 am CST



Zone #3 - 01-24-24 12:58 pm CST



Zone #3 - 01-24-24 12:59 pm CST



Zone #10 - 01-24-24 7:27 am CST



Zone #10 - 01-24-24 12:59 pm CST





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Controller #3 (spider lily way)

Date: Jan 24, 2024 7:36 am

Inspector: LaPoma Thomas

Site	
Name	Coppersprings CDD
Address	7127 Emerald Spring Loop
City	New Port Richey
ST	Florida
Zip	34653

Controller	
Name	Controller 3 (Spider lily way)
Location	Spider Lily way & Hanover dr)
Model	
Modules	5
Controller ID	74857

Water Days as of Jan 24, 2024	
Program A	Mon , Wed , Fri
Program B	
Program C	
Program D	

Notes
Rainbird ESP
All general repairs have been completed
Seasonal adjustment 75%

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope
1	Hanover entry near Halifax	Pass									
2	Park area at spider Lily	Pass							1		
3	Curb	Pass									
4	Along sidewalk	Pass									
5	Along sidewalk	Pass									
6	Center turf field	Pass									
7	Center turf field	Pass									
8	Along fence	Pass									
9	East end	Pass									
10	Park fence, East end, Center	Pass									
11	Along sidewalk and West end	Pass						1			In
Remove excess pipe											

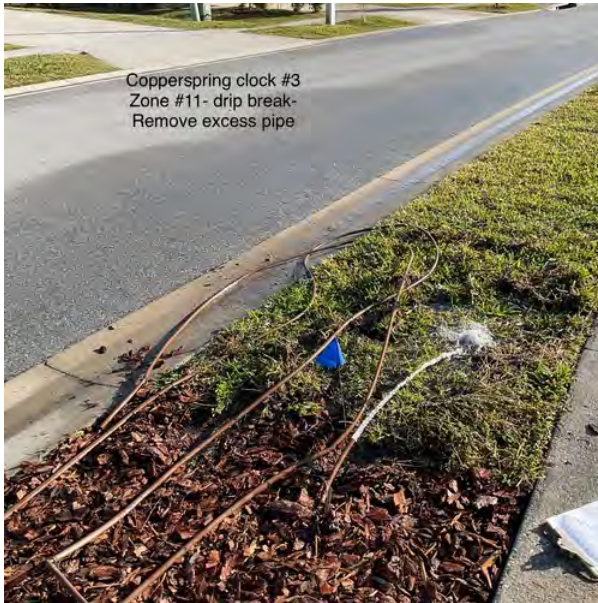
Zone #2 - 01-24-24 8:10 am CST



Zone #2 - 01-24-24 12:40 pm CST



Zone #11 - 01-24-24 8:10 am CST



Zone #11 - 01-24-24 12:40 pm CST





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Controller #4 (soaring osprey way)

Date: Jan 24, 2024 8:12 am

Inspector: LaPoma Thomas

Site	
Name	Coppersprings CDD
Address	7127 Emerald Spring Loop
City	New Port Richey
ST	Florida
Zip	34653

Controller	
Name	Controller 4 (Soaring Osprey way)
Location	Exit side at Madison and soaring osprey
Model	
Modules	5
Controller ID	84012

Water Days as of Jan 24, 2024	
Program A	Sun , Mon , Wed , Fri
Program B	
Program C	
Program D	

Notes
Rainbird ESP
Seasonal adjustment 75%

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope
1	Open	Pass									
2	Entrance along Madison	Pass									
3	Entrance curb	Pass									
4	Entrance side along fence	Pass									
5	All trees	Pass									
6	Exit side along fence	Pass									
7	Exit side along Madison	Pass									
8	Exit side curb	Pass									
9	Along fence at Golden shiner Lane	Pass									
10	Along golden shiner Lane	Pass									
11	A long curb of golden shiner Lane	Pass									

Tab 11



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** March 12, 2024 @ 10:00AM

District Manager's Report

February 13

2024

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<u>FINANCIAL SUMMARY</u>		<u>12/31/2023</u>
General Fund Cash & Investment Balance:		\$501,770
Reserve Fund Cash & Investment Balance:		\$20,000
Debt Service Fund Investment Balance:		\$777,211
Total Cash and Investment Balances:		\$1,298,981
General Fund Expense Variance:	\$38,647	Under Budget

Tab 12



Quarterly Compliance Audit Report

Copperspring

Date: December 2023 - 4th 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 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**

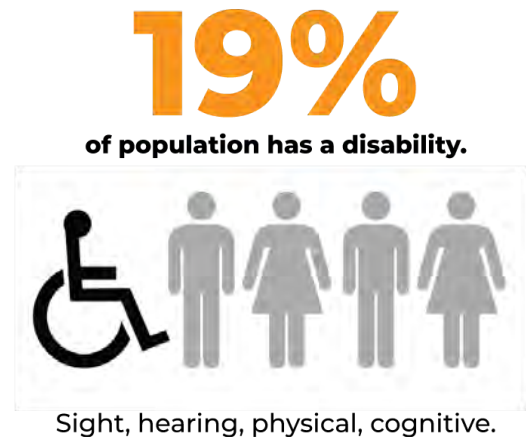
Compliance Criteria

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