

MINUTES OF MEETING

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

**COPPERSTONE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Copperstone Community Development District was held on **Thursday, January 26, 2017 at 4:30 p.m.** at the Copperstone Clubhouse located at 8145 115th Avenue East, Parrish, FL 34219.

Present and constituting a quorum:

Amy Tran	Board Supervisor, Chair
Gerard Litrenta	Board Supervisor, Assistant Secretary
Ryan Stulman	Board Supervisor, Assistant Secretary (via phone)
Barry Schlotzhauer	Board Supervisor, Assistant Secretary

Also present were:

Joseph Roethke	District Manager, Rizzetta & Company, Inc.
Denise Greer	District Engineer, King Engineering, Inc.
Josh McGarry	Aquatic Systems

Audience

FIRST ORDER OF BUSINESS

Call to Order

Mr. Roethke called the meeting to order and conducted roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Regular Meeting
held on December 22, 2016**

On a Motion by Ms. Tran, seconded by Mr. Schlotzhauer, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular meeting held on December 22, 2016 for the Copperstone Community Development District.

(Ms. Greer arrived while the meeting was in progress at 4:37 p.m.)

FOURTH ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures for December 2016

On a Motion by Ms. Tran, seconded by Mr. Litrenta, with all in favor, the Board ratified the Operation and Maintenance Expenditures for December 2016 (\$31,676.43) for the Copperstone Community Development District.

FIFTH ORDER OF BUSINESS

Presentation of Monthly Pond Inspection Report

Mr. Roethke presented the monthly pond inspection report and Mr. McGarry reviewed the details with the Board. Mr. McGarry entertained various questions from the Board regarding pond maintenance.

SIXTH ORDER OF BUSINESS

Consideration of Proposal for Midge Fly Survey

Mr. Roethke presented a proposal for a Midge Fly Survey, and Mr. McGarry reviewed the details of this proposal with the Board. A discussion ensued.

On a Motion by Mr. Stulman, seconded by Ms. Tran, with all in favor, the Board approved the proposal from Aquatic Systems for a Midge Fly Survey report at a cost of (\$1,218) for the Copperstone Community Development District.

SEVENTH ORDER OF BUSINESS

Presentation of Bridge Inspection Report

This item has been tabled to a future meeting.

(Mr. McGarry left while the meeting was in progress at 4:53 p.m.)

EIGHTH ORDER OF BUSINESS

Consideration of Second Amendment to Cost Share Landscape Agreement

Mr. Roethke presented a Second Amendment to Cost Share Landscape Agreement to the Board. This will change the percentages paid by the HOA and CDD as a result of the District Engineer's most recent review of the property. The new percentages will be 35% for the HOA and 65% for the CDD.

On a Motion by Mr. Litrenta, seconded by Mr. Schlotzhauer, with all in favor, the Board approved the Second Amendment to the Landscape Cost Share Agreement for the Copperstone Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Arbitrage Rebate
Engagement Letter for Series 2007**

Mr. Roethke presented an Arbitrage Rebate Engagement letter for Series 2007 to the Board.

On a Motion by Ms. Tran, seconded by Mr. Litrenta, with all in favor, the Board approved the proposal from LLS Tax Solutions for Arbitrage Rebate Calculation Services at a cost of (\$500 annually) for the Copperstone Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Resolution 2017-03, Re-
designating Treasurer**

Mr. Roethke presented Resolution 2017-03 to the Board which will re-designate Scott Brizendine as Treasurer of the District.

On a Motion by Mr. Stulman, seconded by Ms. Tran, with all in favor, the Board adopted Resolution 2017-03 for the Copperstone Community Development District.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Not present.

B. District Engineer

Ms. Greer will follow-up with the country regarding repairs currently being made to the Buffalo Canal.

C. District Manager

Mr. Roethke stated that the next Board of Supervisors' Regular Meeting will be held on Thursday, February 23, 2017 at 4:30 p.m. at the Copperstone Clubhouse located at 8145 115th Avenue East, Parrish, FL 34219.

**Consideration of Reclaimed Water Use
Agreement**

Mr. Roethke presented a Reclaimed Water Use Agreement to the Board. This agreement will cover the use and maintenance of a reclaimed water meter by the Townhome HOA which is on CDD property.

On a Motion by Ms. Tran, seconded by Mr. Schlotzhauer, with three in favor and Mr. Litrenta abstained from voting due to a conflict, the Board approved the Reclaimed Water Use Agreement between Copperstone CDD and the Copperstone Townhome HOA for the Copperstone Community Development District.

Mr. Roethke informed the Board that the swale drainage repairs behind 77th Street

East will commence on Monday, January 30th.

TWELFTH ORDER OF BUSINESS

Supervisor Requests

Mr. Litrenta asked about lift station maintenance.

Ms. Tran asked about transfer of parking areas to townhomes.

Ms. Tran would like to discuss hiring separate counsel for developer issues and putting an RFP out for new District Counsel for Copperstone CDD.

On a Motion by Ms. Tran, seconded by Mr. Schlotzhauer, with all in favor, the Board agreed to begin RFP process for District Counsel for the Copperstone Community Development District.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Ms. Tran, seconded by Mr. Schlotzhauer, with all in favor, the Board of Supervisors adjourned the meeting at 5:30 p.m. for Copperstone Community Development District.


Secretary/ Assistant Secretary


Chairman/Vice Chairman

COPPERSTONE CDD

EXHIBIT TO 1-26-17 MINUTES:

RECLAIMED WATER LEASE AGREEMENT

RECLAIMED WATER LEASE AGREEMENT

This Reclaimed Water Agreement (“**Agreement**”) is made and entered into as of January 20, 2017, by and among the Copperstone Community Development District (“**CDD**”) and the Copperstone Townhome Homeowners Association, Inc. (“**HOA**”), with reference to the following facts:

CDD is the permittee under that certain Southwest Florida Water Management District (“**SWFWMD**”) Water Use Permit No. 6590.006 (“**WUP**”), which permits the use of reclaimed water from District Identification (“**DID**”) Number 10 owned by the CDD for the purpose of irrigating lands owned by the HOA in Manatee County, Florida.

NOW, THEREFORE, for the consideration set forth below, and the covenants set forth herein, the parties agree as follows:

1. **AGREEMENT.** In consideration of the mutual agreements and undertakings of the parties as contained herein, CDD hereby grants to HOA the right to utilize the reclaimed water, have access to the meter, and operate this resource for the purpose of providing irrigation water to landscaped and other areas. HOA accepts such grant and agrees to abide by and adhere to all conditions and restrictions of the WUP.

2. **CONSIDERATION.** In consideration of the foregoing grant, there is no financial arrangement for the use of reclaimed water, and there will never be any financial arrangement for this use.

3. **TERM.** The term of this Agreement begins on January 20, 2017, and remains in perpetuity. CDD may terminate this Agreement if the property on which the reclaimed water meter is located is deeded to HOA.

4. **ACCESS.** CDD hereby grants to HOA a license to enter upon the Property in order for HOA to exercise its rights hereunder. HOA shall not be required to deliver prior notification to CDD or any other person or entity.

5. **OPERATION OF PROPERTY.** The parties recognize that while this Agreement remains in force, HOA shall operate and maintain the Property and shall be responsible for all activity on the Property, and CDD shall have no liability therefor unless caused directly by the acts of CDD or its agents or contractors.

6. **LAWS AND REGULATIONS.** During the terms of this Agreement, CDD and HOA shall comply with all laws and regulations of all applicable county, municipal, state, federal and other governmental authorities, including SWFWMD, and including, without limitation, all environmental, health and safety laws now in force or which may hereafter be in force, pertaining to the Property, CDD's use thereof.

7. **LIENS.** CDD is not hereby authorizing HOA to make any improvements to the Property. Any consents that CDD may give to alterations or improvements made by HOA shall not be deemed improvements in accordance with an agreement between the parties, within the meaning of the Florida Construction Lien Law. All contractors, subcontractors, mechanics, laborers, materialmen, and others who perform any work, labor, or services, or furnish any materials, or otherwise participate in the improvements of the Property, and who are not acting pursuant to a direct contract with CDD, are hereby given notice that HOA is not authorized to subject CDD's interest in the Property to any claim for mechanics', laborers', and materialmen's liens, or any other liens, including but not limited to equitable liens, and all persons dealing directly or indirectly with HOA may not look to the Property as

security for payment. HOA shall protect CDD and hold CDD harmless against any claims or liens of any sort against the Property that are caused or permitted by HOA. If any lien is filed against the land or any of the improvements thereon for a claim arising by, through or "under HOA, HOA promptly will transfer it to substitute security as permitted by Chapter 713, Florida Statutes. If HOA fails to make such transfer, CDD may do so at HOA's expense.

8. **FURTHER ASSURANCES.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

9. **NOTICES.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, given by prepaid telegram or mailed first class, postage prepaid, to the following addresses:

If to CDD: COPPERSTONE
COMMUNITY DEVELOPMENT DISTRICT
c/o Rizzetta & Company, Inc.
3434 Coldwell Ave.
Tampa, FL 33614

If to HOA: COPPERSTONE
TOWNHOME HOMEOWNERS ASSOCIATION, INC.
c/o Resource Property Management, Inc.
2025 Lakewood Ranch Blvd, Suite 203
Bradenton, FL 34211

Either party may change its address for the purposes of this paragraph by written notice to the other as provided in this paragraph.

10. **ASSIGNABILITY.** Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

11. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the successors, heirs, personal representatives, and assigns of the parties hereto.

12. **ENFORCEMENT OF AGREEMENT.** This Agreement shall be construed under the laws of Florida. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

13. **ENTIRE AGREEMENT.** The recitals set forth at the beginning of this Agreement are hereby incorporated into this Agreement by reference. This Agreement is the entire agreement between the parties as to all matters set forth herein, and all prior understandings, representations and agreements, whether oral or written are hereby superceded and of no further force or effect.

14. **COUNTERPARTS; PDF.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, and all such

counterparts shall constitute one and the same instrument. Facsimile and electronic (*i.e.*, pdf) signatures shall be effective for binding CDD and HOA to the terms and conditions of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first set forth above.

AS TO CDD:

Signed in the presence of:

**COPPERSTONE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Printed Name: _____

AS TO HOA

Signed in the presence of:

**COPPERSTONE TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.**

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Printed Name: _____