

# 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](http://www.copperspringcdd.org)

May 10, 2021

**Board of Supervisors  
Copperspring Community  
Development District**

## REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Copperspring Community Development District will be held on **Tuesday, May 11, 2021 at 9:00 a.m.**, at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the revised agenda for the meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
  - A. Presentation of Arbitrage Report.....Tab 1
  - B. Consideration of Bush Hogging Proposal .....Tab 2
  - C. Ratification of Bush Hogging .....Tab 3
  - D. Consideration of Pasco County Traffic Enforcement Agreement .....Tab 4**
  - E. Acceptance of Phase 3 Plat and Quit Claim Deed.....Tab 5
  - F. Acceptance of Phase 2 Quit Claim Deed .....Tab 6
  - G. Presentation of Fiscal Year 2021-2022 Proposed Budget .....Tab 7
  - H. Consideration of Resolution 2021-02; Approving Fiscal Year 2021-2022 Proposed Budget and Setting Public Hearing .....Tab 8
- 4. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Regular Meeting Held on March 9, 2021 .....Tab 9
  - B. Consideration of Operation and Maintenance Expenditures February & March 2021 .....Tab 10
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Landscape and Irrigation Report (under separate cover)
  - D. District Manager
    - i. Announcement Regarding Number of Registered Voters ...Tab 11

6. **SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
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,  
*Debby Wallace*  
Debby Wallace  
Regional District Manager

# Tab 4



# PASCO COUNTY FLORIDA

## OFFICE OF THE COUNTY ATTORNEY

\* Florida Bar Board Certified In City, County and Local Government Law

Jeffrey N. Steinsnyder, County Attorney\*  
David A. Goldstein, Chief Assistant County Attorney\*  
W. Elizabeth Blair, Senior Assistant County Attorney  
Jane M. Fagan, Senior Assistant County Attorney\*  
Karen A. Lloyd, Senior Assistant County Attorney  
Joseph D. Richards, Senior Assistant County Attorney  
Anthony M. Salzano, Senior Assistant County Attorney  
Kristi Sims, Senior Assistant County Attorney  
Nicki H. Spirtos, Senior Assistant County Attorney  
Patrick A. Moore, Assistant County Attorney  
Nina L. Scherach, Assistant County Attorney  
Jordan Wolfgram, Assistant County Attorney

May 3, 2021

John Vericker, Esquire  
Straley Robin & Vericker  
1510 W. Cleveland Street  
Tampa, FL 33606

RE: Proposed Traffic Enforcement Agreement between  
Pasco County and Copperspring Community Development District

Dear Mr. Vericker:

I am in receipt of your request on behalf of Copperspring Community Development District requesting that we send to you a traffic enforcement agreement between the County and Copperspring Community Development District ("CDD").

Prior to entering into a traffic enforcement agreement with the County, the CDD must certify, through a licensed engineer, that the signage within the community meets FDOT standards. The engineer must then provide his or her findings to the County for approval by our Traffic Division and the Sheriff's Office. Upon notification to me by the County's Traffic Control Manager that the community meets all state and local requirements regarding signage, etc. and notification from the Sheriff's Office of approval of the agreement, the agreement will be presented to the Board of County Commissioners for its consideration at the next available public meeting date. Should the agreement be approved by the Board at that time, the Clerk will be instructed to forward a fully executed copy to you.

In the interim I am enclosing our standard form agreement for your review. Please note also that the agreement includes an Exhibit "A" which is a sketch or layout of the Copperspring community clearly depicting the roads within the community. I have included in Exhibit "A" the list of streets that you provided. Also attached is a document which lists the items to be included in your engineer's certification which will be attached as Exhibit "B".

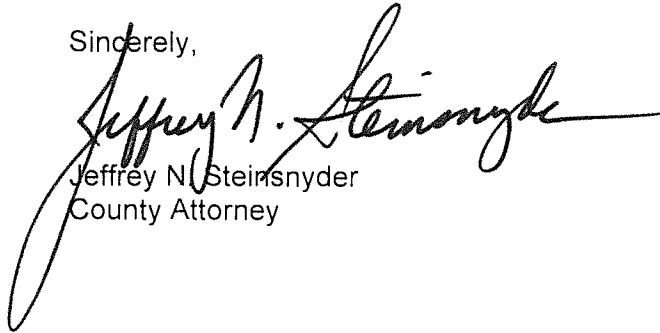
**MAY 07 2021**

John Vericker, Esquire  
Straley, Robin & Vericker, P.A.  
May 3, 2021  
Page Two

As soon as all of the required conditions have been met by the community, I will forward an agreement to you in final form.

Should you have any questions, or require further information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey N. Steinsnyder". The signature is fluid and cursive, with a large loop at the end of the last name.

Jeffrey N. Steinsnyder  
County Attorney

JNS/cs  
Enclosures

cc: Lindsay Moore, General Counsel, PCSO (w/attachment)  
Mike Bunk, Traffic Engineering Supervisor (w/enclosure)

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").

WITNESSETH:

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, 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, 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 CDD as depicted in **Exhibit "A,"** attached hereto and incorporated by reference into this Agreement.

2. The COUNTY and 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. 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. 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 extent permitted by law without waiver of sovereign immunity in tort, 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

\_\_\_\_\_, Chairman

COPPERSPRING COMMUNITY DEVELOPMENT DISTRICT

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the State of Florida, in his/her capacity as \_\_\_\_\_ (insert title) on behalf of the \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary Public  
My Commission Expires:

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

EXHIBIT "A"  
SEE ATTACHED

SAMPLE

## 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

EXHIBIT "B"  
SEE ATTACHED

SAMPLE