



Rizzetta & Company

Copperspring Community Development District

Board of Supervisors' Meeting August 13, 2019

**District Office:
5844 Old Pasco Road, Suite 100
Pasco, Florida 33544
813.994.1001**

**COPPERSPRING CDD
COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Board of Supervisors	Kelly Evans Laura Coffey Lori Campagana Chris Smith David Jae	Board Supervisor Board Supervisor Board Supervisor Board Supervisor Board Supervisor
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Counsel	John Vericker	Straley Robin & Vericker
District Engineer	Brian Surak	Clearview Land

All cellular phones must be placed on mute 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) 994-1001. 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.

August 5, 2019

Board of Supervisors
**Copperspring Community
Development District**

FINAL AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Copperspring Community Development District will be held on Tuesday, August 13, 2019 at 9:00 a.m., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. The following is the final agenda for the meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Regular Meeting held on July 29, 2019Tab 1
- 4. BUSINESS ITEMS**
 - A. Public Hearing on Adopting Fiscal Year 2019-2020 Budget
 1. Consideration of Resolution 2019-41, Adopting Fiscal Year 2019-2020 Budget..... Tab 2
 - B. Consideration of Budget Funding Agreement for Fiscal Year 2019-2020.....Tab 3
 - C. Consideration of Resolution 2019-42, Ratifying the Issuance of the Series 2019 Bonds and Adopting Final Report Tab 4
 - D. Consideration of Dissemination AgreementTab 5
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 7. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 8. 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) 994-1001.

Sincerely,

Matthew Huber
District Manager

Tab 1

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 **Monday, July 29, 2019, at 9:03 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544.

Present were:

Kelly Evans	Board Supervisor, Chairman
Lori Campagna	Board Supervisor, Assistant Secretary
Chris Smith	Board Supervisor, Assistant Secretary
Matthew Huber	District Manager, Rizzetta & Company, Inc.
Scott Brizendine	District Financial Services Manager, Rizzetta & Company, Inc.
Vivek Babbar	District Counsel, Straley, Robin Vericker
John Vericker	District Counsel, Straley, Robin Vericker

FIRST ORDER OF BUSINESS

Call to Order

Mr. Huber called the meeting to order and confirmed quorum.

SECOND ORDER OF BUSINESS

Oath of Office

Mr. Huber presented the Oath of Office to Mr. Smith and asked to him state his full name for the record.

46 **THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the
regular Meeting held on July 9, 2019**

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Mr. Huber presented the Minutes of the regular Meeting held on July 9, 2019 to the Board of Supervisors.

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors approved the Minutes of the regular Meeting held on July 9, 2019 for Copperspring Community Development District.

52
53 **FOURTH ORDER OF BUSINESS**

**Consideration of the Operation and
Maintenance Expenditures for May
and June 2019**

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Mr. Huber presented the Operation and Maintenance Expenditures for May and June 2019 to the Board of Supervisors.

On a Motion by Ms. Evans, seconded by Mr. Smith, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures for May 2019 in the amount of \$7,644.96 and June 2019 in the amount of \$3,911.00, for Copperspring Community Development District.

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61 **FIFTH ORDER OF BUSINESS**

**Continued Public Hearing on Debt
Assessments**

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Mr. Babbar reminded the Board of the Continued Public Hearing on Debt Assessments.

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors Closed the Public Hearing on Debt Assessments, for Copperspring Community Development District.

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77 **SIXTH ORDER OF BUSINESS** **Consideration of Resolution 2019-37,**
78 **Debt Assessments**

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80 Mr. Huber presented Resolution 2019-37, Debt Assessments to the Board of
81 Supervisors.

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On a Motion by Ms. Evans, seconded by Mr. Smith, with all in favor, the Board of Supervisors approved Resolution 2019-37, Debt Assessments, for Copperspring Community Development District.

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84 **SEVENTH ORDER OF BUSINESS** **Consideration of Final Supplemental**
85 **Methodology Report**

86
87 Mr. Brizendine presented the Final Supplemental Methodology Report to the Board
88 of Supervisors.

89

On a Motion by Ms. Evans seconded by Ms. Campagna, with all in favor, the Board of Supervisors approved the Final Supplemental Methodology Report, for Copperspring Community Development District.

90
91 **EIGHTH ORDER OF BUSINESS** **Consideration of Landscape**
92 **Proposals**

93
94 Mr. Huber presented the landscape proposals to the Board of Supervisors. The
95 Board ranked the landscape proposal as follows, #1 Fieldstone, #2 RedTree and #3
96 Down2Earth.

97

98 **NINTH ORDER OF BUSINESS** **Staff Reports**

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100 **District Counsel**

101 The Board instructed Mr. Babbar to draft an agreement with Fieldstone and Campus
102 Suites.

103

104 **District Engineer**

105 Not present and no report.

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114 **District Manager**

115 Mr. Huber reminded the Board of Supervisors of the next meeting scheduled for August
116 13, 2019, at 9:00 a.m.

117
118 Mr. Huber presented the Rizzetta Technology Services Agreement to the Board of
119 Supervisors.
120

On a Motion by Ms. Evans seconded by Mr. Smith, with all in favor, the Board of Supervisors approved the Rizzetta Technology Services Agreement, for Copperspring Community Development District.

121
122 **TENTH ORDER OF BUSINESS Adjournment**

123
124 Mr. Huber stated that there were no other matters to come before the Board of
125 Supervisors at this time.
126

On a Motion by Ms. Campagna, seconded by Mr. Smith, with all in favor, the Board of Supervisors adjourned the meeting at 9:14 a.m., for Copperspring Community Development District.

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130 _____
Assistant Secretary

Chairman/Vice Chairman

Tab 2

RESOLUTION 2019-41

THE ANNUAL APPROPRIATION RESOLUTION OF THE COPPERSPRING COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; APPROVING A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2019, submitted to the Board of Supervisors (the “**Board**”) a proposed budget for the next ensuing budget year (the “**Proposed Budget**”), along with an explanatory and complete financial plan for each fund of the Copperspring Community Development District (the “**District**”), pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set August 13, 2019 at 9:00 am as the date and time for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

WHEREAS, in order for the Developer to fund a portion of the Budget, the Board desires to approve a form of the Budget Funding Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COPPERSPRING COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Budget

- a. That the Board of Supervisors has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s

Records Office, and hereby approves certain amendments thereto, as shown below.

- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2018/2019 and/or revised projections for fiscal year 2019/2020.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for the Copperspring Community Development District for the Fiscal Year Beginning October 1, 2019, and Ending September 30, 2020," as adopted by the Board of Supervisors on August 13, 2019.
- d. The final adopted budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the District, for the fiscal year beginning October 1, 2019, and ending September 30, 2020, the sum of \$_____ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
TOTAL DEBT SERVICE FUNDS	\$ _____
TOTAL ALL FUNDS	\$ _____*

*Not inclusive of any collection costs.

Section 3. Budget Amendments

Pursuant to Section 189.016, Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original

appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption.

Section 4. Budget Funding Agreement

The form of the Budget Funding Agreement, attached as **Exhibit B** hereto, is hereby approved in order to fund the Developer's portion of the budget for Fiscal Year 2019/2020.

Section 5. Effective Date.

This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED THIS 13TH DAY OF AUGUST, 2019.

ATTEST:

**COPPERSPRING COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Secretary/Assistant Secretary
Supervisors

By: _____
Kelly Evans
Chair of the Board of

Exhibit A: FY 2019/2020 Budget
Exhibit B: Budget Funding Agreement



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Copperspring Community Development District

Approved Proposed Budget for Fiscal Year 2019/2020

Presented by: Rizzetta & Company, Inc.

5844 Old Pasco Rd.
Suite 100
Wesley Chapel, FL 33544
813-944-1001

rizzetta.com

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GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.



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Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.



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Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.



Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Streetlights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.



Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.



Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.



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Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



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Approved Proposed Budget
Copperspring Community Development District
General Fund
Fiscal Year 2019/2020

	Chart of Accounts Classification	Annual Budget for 2018/2019	Budget for 2019/2020	Budget Increase (Decrease) vs 2018/2019	Comments
1					
2	REVENUES				
3					
18	Contributions & Donations from Private Sources				
19	Developer Contributions	\$ 250,000	\$ 250,000	\$ -	
31					
32	TOTAL REVENUES	\$ 250,000	\$ 250,000	\$ -	
33					
35					
36	TOTAL REVENUES AND BALANCE FORWARD	\$ 250,000	\$ 250,000	\$ -	
37					
38	<i>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and</i>				
39					
40	EXPENDITURES - ADMINISTRATIVE				
41					
42	Legislative				
43	Supervisor Fees	\$ -	\$ -	\$ -	
44	Financial & Administrative				
45	Administrative Services	\$ 4,500	\$ 4,500	\$ -	
46	District Management	\$ 20,100	\$ 20,100	\$ -	
47	District Engineer	\$ 15,000	\$ 15,000	\$ -	
48	Disclosure Report	\$ 5,000	\$ 5,000	\$ -	
49	Trustees Fees	\$ 5,000	\$ 5,000	\$ -	
50	Assessment Roll	\$ 5,000	\$ 5,000	\$ -	
51	Financial & Revenue Collections	\$ 3,600	\$ 3,600	\$ -	
52	Accounting Services	\$ 18,000	\$ 18,000	\$ -	
53	Auditing Services	\$ 5,000	\$ 5,000	\$ -	
54	Arbitrage Rebate Calculation	\$ 700	\$ 500	\$ (200)	
55	Miscellaneous Mailings	\$ 2,500	\$ 2,500	\$ -	
59	Public Officials Liability Insurance	\$ 5,000	\$ 2,500	\$ (2,500)	EGIS Estimate
60	Legal Advertising	\$ 2,500	\$ 2,500	\$ -	
62	Dues, Licenses & Fees	\$ 1,000	\$ 1,000	\$ -	
63	Miscellaneous Fees	\$ 1,000	\$ 2,775	\$ 1,775	
64	Tax Collector /Property Appraiser Fees	\$ 150	\$ 150	\$ -	
66	Website Hosting, Maintenance, Backup (and	\$ 18,000	\$ 10,000	\$ (8,000)	ADA requirements
67	Legal Counsel				
68	District Counsel	\$ 20,000	\$ 15,000	\$ (5,000)	
73					
74	Administrative Subtotal	\$ 132,050	\$ 118,125	\$ (13,925)	
75					
76	EXPENDITURES - FIELD OPERATIONS				
77					
90	Electric Utility Services				
91	Utility Services	\$ -	\$ 3,000	\$ 3,000	
92	Street Lights	\$ -	\$ 9,360	\$ 9,360	Duke Phase 1
103	Water-Sewer Combination Services				
106	Utility - Reclaimed	\$ -	\$ 3,000	\$ 3,000	Estimated
111	Stormwater Control				
113	Aquatic Maintenance	\$ -	\$ 9,000	\$ 9,000	Estimated
125	Other Physical Environment				
130	General Liability Insurance	\$ 5,000	\$ 5,000	\$ -	EGIS Estimate
131	Property Insurance	\$ 5,000	\$ 5,000	\$ -	EGIS Estimate
135	Landscape Maintenance		\$ 50,000	\$ 50,000	Estimated
144	Irrigation Repairs		\$ 2,000	\$ 2,000	
145	Landscape - Mulch		\$ 5,000	\$ 5,000	
147	Landscape Replacement Plants, Shrubs, Trees		\$ 2,500	\$ 2,500	
218	Contingency				
220	Miscellaneous Contingency	\$ 107,950	\$ 38,015	\$ (69,935)	
223					
224	Field Operations Subtotal	\$ 117,950	\$ 131,875	\$ 13,925	
225					
226	Contingency for County TRIM Notice				
227					
228	TOTAL EXPENDITURES	\$ 250,000	\$ 250,000	\$ -	
229					
230	EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -	\$ -	
231					

Tab 3

Budget Funding Agreement
Fiscal Year Beginning October 1, 2019,
and Ending September 30, 2020

This Agreement is made and entered into this 13th day of August, 2019, by and between the **Copperspring Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter "**District**"), and **Lennar Homes, LLC**, a Florida limited liability company, whose mailing address is 4600 W. Cypress Street, Suite 200, Tampa, Florida 33607 (hereinafter the "**Owner**").

Recitals

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes and located in Pasco County, Florida, (the "County") for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure ; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Owner presently owns real property within the District, which property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year, which year commences on October 1, 2019, and concludes on September 30, 2020 (the "2019/2020 Fiscal Year"); and

WHEREAS, the District will need a funding mechanism to enable it to proceed with its operations and services during the 2019/2020 Fiscal Year as described in **Exhibit "A"** attached hereto; and

WHEREAS, the Owner desires to provide such funds, as are necessary, to the District to proceed with its operations and services for the 2019/2020 Fiscal Year, as described in Exhibit "A" and as may be amended from time to time by the District.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Owner agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as Exhibit "A", as may be amended from time to time, within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made by the Owner in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

3. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. This Agreement may be assigned, in whole or in part by either party only upon the written consent of the other. Any purported assignment without such written consent shall be void.

5. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Owner.

6. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for, trial alternative dispute resolution, or appellate proceedings.

7. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. The Agreement shall be effective after execution by both parties hereto.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**Copperspring Community
Development District**

By: _____
Name: _____
Assistant Secretary

By: _____
Kelly Evans
Chair of the Board of Supervisors

Witnesses:

Lennar Homes, LLC,
a Florida limited liability company

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

Exhibit "A" – Fiscal Year 2019/2020 General Fund Budget

Tab 4

RESOLUTION 2019-42

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COPPERSPRING COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE EXECUTION OF ALL DOCUMENTS, INSTRUMENTS, AND CERTIFICATES IN CONNECTION WITH THE DISTRICT'S SERIES 2019 BONDS; SETTING FORTH THE FINAL TERMS OF THE SPECIAL ASSESSMENTS WHICH SECURE THE SERIES 2019 BONDS; ADOPTING AN ENGINEER'S REPORT; ADOPTING A FINAL SUPPLEMENTAL SPECIAL ASSESSMENT ALLOCATION REPORT; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Copperspring Community Development District (the "**District**") previously indicated its intention to construct and/or acquire public improvements (the "**2019 Project**") as described in the Engineer's Report dated April 2019 (the "**Engineer's Report**") and attached as **Exhibit A**;

WHEREAS, the Board of Supervisors of the District (the "**Board**") issued its \$8,340,000 Special Assessment Bonds, Series 2019 (2019 Project) (the "**Series 2019 Bonds**") to finance a portion of the 2019 Project;

WHEREAS, the District desires to ratify and confirm the execution of all documents, instruments and certificates in connection with the Series 2019 Bonds, which are on file with the District Manager, (the "**Bond Documents**") and to confirm the issuance of the Series 2019 Bonds;

WHEREAS, the Series 2019 Bonds will be repaid by special assessments on the benefited property within the District;

WHEREAS, the District previously levied master special assessments in accordance with the terms outlined in the Master Special Assessment Allocation Report dated April 19, 2019 and adopted pursuant to Resolution No. 2019-37 (the "**Assessment Resolution**"), equalizing, approving, confirming and levying special assessments on certain property within the District, which resolution is still in full force and effect;

WHEREAS, now that the final terms of the Series 2019 Bonds have been established, it is necessary to approve the Final Supplemental Special Assessment Allocation Report dated July 18, 2019 (the "**Supplemental Assessment Report**"), and attached hereto as **Exhibit B**; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. **Authority for this resolution.** This Resolution is adopted pursuant to Chapters 170, 190, and 197 Florida Statutes.
2. **Findings.** The Board hereby finds and determines as follows:

- a. The foregoing recitals are hereby incorporated as the findings of fact of the Board.
 - b. The Engineer's Report is hereby approved and ratified.
 - c. The 2019 Project will serve a proper, essential, and valid public purpose.
 - d. The 2019 Project will specially benefit the developable acreage located within the District as set forth in the Engineer's Report. It is reasonable, proper, just and right to assess the portion of the costs of the 2019 Project to be financed with the Series 2019 Bonds to the specially benefited properties within the District as set forth in the Assessment Resolution, and this Resolution.
 - e. The Series 2019 Bonds will finance the construction and acquisition of a portion of the 2019 Project.
 - f. The Supplemental Assessment Report is hereby approved and ratified.
3. **Ratification of the Execution of the Bond Documents**. The execution of the Bond Documents by the officials of the District are hereby ratified and confirmed.
 4. **Assessment Lien for the Series 2019 Bonds**. The special assessments for the Series 2019 Bonds shall be allocated in accordance with the Supplemental Assessment Report.
 5. **Severability**. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
 6. **Conflicts**. This Resolution is intended to supplement the Assessment Resolution, which remain in full force and effect. This Resolution and the Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
 7. **Effective date**. This Resolution shall become effective upon its adoption.

Approved and adopted this 13th day of August, 2019.

Attest:

**Copperspring Community
Development District**

Matthew Huber
Assistant Secretary

Kelly Evans
Chair of the Board of Supervisors

Exhibit A –Engineer’s Report dated April 2019

Exhibit B – Final Supplemental Special Assessment Allocation Report dated July 18, 2019

Tab 5

DISSEMINATION AGREEMENT

August 13, 2019

District Manager
Copperspring Community Development District
5844 Old Pasco Road
Suite 100
Wesley Chapel, Fl. 33544

Dear Sir or Madam:

Rizzetta & Company (“Rizzetta” or the “Dissemination Agent”) hereby enters into this Dissemination Agreement with the Copperspring Community Development District (the “District”) to act as the District’s Dissemination Agent. The duties of the Dissemination Agent are set forth in the Continuing Disclosure Agreement dated July 31, 2019 for the Special Assessment Bonds, Series 2019 (2019 Project) (the “Continuing Disclosure Agreement”). The purpose of this Agreement is to facilitate the District’s compliance with the Securities and Exchange Commission’s Rule 15c2-12(b)(5) (the “Rule”) related to continuing disclosure. In performing its duties as Dissemination Agent, Rizzetta is acting as an independent contractor for the purpose of facilitating the District’s Rules obligations and is not an agent of the District. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Continuing Disclosure Agreement.

1. **Duties:** The Dissemination Agent shall have only such duties as are specifically set forth in the Continuing Disclosure Agreement. Both the District and Rizzetta understand that the scope of services under this Agreement and the Continuing Disclosure Agreement(s) will change as and when the District is the only remaining Obligated Person (as defined in the Continuing Disclosure Agreement) and Rizzetta will promptly notify the District upon such occurrence.
2. **Fees:** Rizzetta will be responsible for all out-of-pocket expenses. The annual fee for Rizzetta’s service under this agreement is \$5,000 for the Series 2019 Bonds (2019 Project) [and will be \$1,000 per year for each additional bond issuance of the District, subject to these disclosure requirements].
3. **Third Party Assistance:** Rizzetta reserves the right to engage a third party for the purpose of assisting Rizzetta in carrying out the services outlined in this Agreement.
4. **Termination:** Both the District and Rizzetta will have the right to terminate this Agreement upon sixty (60) days prior written notice.
5. **Representations of District:** The District represents and warrants that it will not withhold any information necessary for Rizzetta to carry out its duties under this Agreement and that it will supply all information requested by Rizzetta. The District further acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be produced by the District and the Developer. The Dissemination Agent’s duties are those of collection, collation, and dissemination, and not of authorship or creation. Consequently,

the Dissemination Agent shall have no responsibility for the content of the information disseminated by it, except to the extent that such information was/is authored, created, or maintained by Rizzetta (to specifically exclude any information authored or produced by the Developer and/or any other third party) while under contract to provide District Management Services to the District. Compliance with all securities law liabilities, including compliance with the Rule, will remain the obligation of the District and the Developer.

- 6. **Indemnification:** To the extent permitted by law, the District will indemnify Rizzetta for any action or actions brought by Owners, as defined in the Continuing Disclosure Agreement, as a result of the failure of the District to meet any requirement of this Agreement or the Continuing Disclosure Agreement, except for any action(s) arising from Rizzetta’s negligence or willful misconduct. To the extent permitted by law, Rizzetta will indemnify the District for any action or actions brought by Owners as a result of Rizzetta’s gross negligence or willful misconduct, as determined by a court of competent jurisdiction.
- 7. **Waiver of Jury Trial:** EACH OF THE DISTRICT AND RIZZETTA KNOWINGLY WAIVE ANY RIGHT TO TRIAL BY JURY.
- 8. **Agreement Governed by Florida Law:** The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

This Agreement shall be effective upon the District’s acceptance hereof.

Very truly yours,
Rizzetta & Company, Inc.

By: William J. Rizzetta
President

Approved and Accepted:

Copperspring
Community Development District

By: _____

Title: _____

Date: _____

COMPLIANCE WITH PUBLIC RECORDS LAWS:

Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

MUNICIPAL ADVISOR DISCLAIMER:

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