

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

November 1, 2021

**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, November 9, 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 agenda for the meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Discussion Regarding Auditing Services..... Tab 1
 - B. Establish Audit Committee
 - C. Consideration of Supervisor Pay for Board Members
 - D. Consideration of Contractual Assignment of
RTS Contract Tab 2
 - E. Discussion Regarding District Common Area Policies Tab 3
 - F. Consideration of Jayman Maintenance Services
Agreement Tab 4
 - G. Consideration of Resolution 2022-01; Amending FY
2020-2021 Budget Tab 5
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Regular Meeting held on
September 14, 2021 Tab 6
 - B. Consideration of Operation and Maintenance Expenditures
August & September 2021 Tab 7
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Landscape and Irrigation Report..... Tab 8
 - D. District Manager Tab 9
- 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 2

**CONSENT TO ASSIGNMENT OF THE
CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES BY
AND BETWEEN COPPERSPRING COMMUNITY DEVELOPMENT DISTRICT AND
RIZZETTA TECHNOLOGY SERVICES, LLC. TO
RIZZETTA & COMPANY**

THIS ASSIGNMENT AND AMENDMENT (“Assignment”) is made and entered into this 9th day of November, 2021 by and between, Rizzetta Technology Services, LLC. Whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and Copperspring Community Development District a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Pasco County Florida, whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 (the “**District**”).

RECITALS

WHEREAS, Assignor and the District previously entered into that certain *Professional Technology Services contract*, dated August 13, 2019, (the “**Agreement**”); and

WHEREAS, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

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

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor’s assignment of the Agreement to Assignee.



Rizzetta & Company

3. ASSIGNEE'S ACCEPTANCE OF LIABILITY. Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

4. NOTICES. Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

A. If to the District: Copperspring Community Development District
5844 Old Pasco Road
Suite 100
Wesley Chapel, Florida 33544
Attn: District Manager

With a copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606
Attn: District Counsel

B. If to Assignee: Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Attn: CDD Legal

5. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



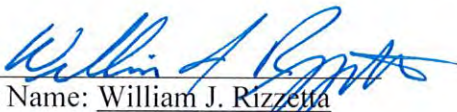
Rizzetta & Company

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

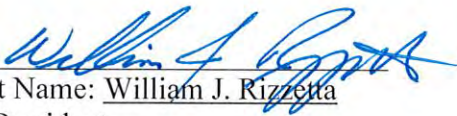
Copperspring Community Development District

By: _____
Print Name: _____
Its: Chairman or Vice-Chairman

Assignor: Rizzetta Technology Services, LLC.

By: 
Print Name: William J. Rizzetta
Its: President

Assignee: Rizzetta & Company, Inc.

By: 
Print Name: William J. Rizzetta
Its: President



Rizzetta & Company

Tab 3

**COPPERSPRING
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT COMMON AREA POLICIES

Adopted: November 9, 2021

**DISTRICT OFFICE
RIZZETTA & COMPANY, INC.
5844 OLD PASCO ROAD
WESLEY CHAPEL, FLORIDA 33544
(813) 994-1001**

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DEFINITIONS

“Board of Supervisors” or “Board” – shall mean the Copperspring Community Development District Board of Supervisors.

“District” – shall mean the Copperspring Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Guest” – shall mean any person or persons who are invited and accompanied for the day by a Resident to District property.

“Resident” – shall mean any person residing within the District.

DRY RETENTION POND POLICIES

Pedestrian and motorized vehicle use is prohibited in the dry retention ponds. The dry retention ponds serve as stormwater management purposes and are not intended to have pedestrian or motorized vehicle use. The purpose of the dry retention ponds is to help facilitate the District’s natural water system for stormwater runoff. Parking along the county right of way or on any grassed area near the dry retention ponds is prohibited. Continued violation of this policy will result in the immediate reporting to local law enforcement authorities. There is a 20-foot District owned buffer surrounding each dry retention pond. Please be respectful of adjacent resident homes.

NATURAL BUFFER AREAS POLICY STATEMENT

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the Community. The policy statement is consistent with the policies of other governments including Pasco County, and Southwest Florida Water Management District (SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies including, but not limited to trees are left to fulfill their role in nature’s process.

Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner’s property may be addressed by the abutting property owner after securing permission to remedy the situation from the District and all required permits from all authorities having jurisdiction including Pasco County, and SWFWMD. Such abutting property owner must initially contact the District for permission to address the removal

or remediation of the threatening situation and shall then be responsible for any needed permitting or review by Pasco County, and SWFWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance to these areas.

In the event that a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

Tab 4

**AGREEMENT BETWEEN JAYMAN ENTERPRISES, LLC,
AND COPPERSPRING COMMUNITY DEVELOPMENT DISTRICT
FOR MAINTENANCE SERVICES**

This agreement (the “**Agreement**”) is made and effective the 1st day of October, 2021, by and between the **Copperspring Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Pasco County, Florida, whose address is 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 (“**District**”), and **Jayman Enterprises, LLC**, a Florida limited liability company, whose mailing address is: 1020 Hill Flower Drive, Brooksville, Florida 34604 (“**Contractor**”).

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Pasco County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, landscaping, and other infrastructure; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to perform as-needed maintenance and repair services within the District, in accordance with industry standards, and as described on **Exhibit “A”** hereto (“**Contractor’s Proposal**”); and

WHEREAS, Contractor, who submitted the proposal attached hereto as **Exhibit A** (“**Contractor’s Proposal**”), represents that it has the skills, knowledge, and ability to provide such services to the District, in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power, and authority to enter and be bound by this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the District and Contractor (collectively, referred to as the “**Parties**”), the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Incorporation of Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Description of Services. The Contractor will provide the services identified in **Exhibit “A”** (the “**Services**”). Exhibit A is attached solely for the purpose of identifying the services to be performed by Contractor. This Agreement governs the terms and conditions for such service. Contractor shall perform such work on an as-needed, hourly basis, at a billed rate of \$125.00 per hour, commencing October 1, 2021. Contractor shall provide all labor necessary for such service, and any materials or equipment shall be billed to District based on the actual cost of such materials or equipment, and only upon authorized prior written direction from the District to the Contractor.

Section 3. Billing and Payment. Contractor shall bill the District for Services based on invoice with appropriate support documentation of the Services performed. Provided Contractor has submitted invoices for Services with the appropriate support documentation by

the fifteenth (15th) of the month, Contractor shall be paid by the thirtieth (30th) of the following month unless such invoice is disputed as described below. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within thirty (30) days of the District's receipt of such invoice. In the event of any dispute regarding the Services performed to date, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Services, in District's sole and absolute discretion, shall, so long as District is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the Services and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.

Section 4. Care of the Property. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within twenty-four (24) hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages.

Section 5. Insurance. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, in addition to covering at least the following hazards:
 - Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (One Million Dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage

shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District obtaining the required insurance.

Section 6. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District. Contractor and District agree that Contractor is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District.

Section 7. Indemnification. Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees and their respective successors and assigns (the "**District Parties**") from any and all Claims occurring incident to or resulting in whole or in part from, the activities of the Contractor, the Contractor's agents, employees, subcontractors, advisors, and other parties (the "**Contractor Parties**") employed or engaged by Contractor or any of the foregoing, in connection with this Agreement; provided, however, that this indemnity shall not apply to the extent of the District's gross negligence or willful misconduct. This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement. Contractor shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies contractor is carrying and maintaining. In any and all Claims against one or more of the District Parties by any employee of any of the Contractor Parties, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. "**Claims**" shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights of recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract in tort, in law or equity, or pursuant to any violation of any and all states laws, rules, ordinances, regulation, by-laws, orders, decrees, permits, licenses and certificates of any federal, state or other governmental agency or body having jurisdiction, and whether foreseeable or unforeseeable.

Section 8. Recovery of Costs and Fees. In the event the District is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then if prevailing, the District shall be entitled to recover from Contractor all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

Section 9. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement

shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 10. Labor, Materials and Equipment Claims. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it, to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy any claim or attempted lien within three (3) business days after the filing of a notice thereof, the District, in addition to any or all remedies available under this Agreement, may terminate this Agreement effective upon the giving of notice.

Section 11. Negotiation at Arm's Length. 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 and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

Section 12. Enforcement. A default by either party under this Agreement shall entitle the other party 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.

Section 13. Termination. Either party may terminate this Agreement without cause with seven (7) days written notice to the other party. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to them at the effective date of termination for the Services performed up to that date, subject to whatever claims or off-sets the District may have against the Contractor.

Section 14. Permits and Licenses. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

Section 15. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. To the extent that anything contained within **Exhibit "A"** conflicts with anything contained within this Agreement, this Agreement shall control.

Section 16. Amendment. Amendments 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.

Section 17. Authority to Contract. 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.

Section 18. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, by facsimile, by overnight mail, or by First Class Mail, postage prepaid, return receipt requested, to the parties, as follows:

- a. If to Contractor: Jayman Enterprises, LLC
1020 Hill Flower Drive
Brooksville, Florida 34604
 - b. If to District: Copperspring Community Development District
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625
Attn: District Manager
- With a copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606
Attn: District Counsel

Section 19. Third Party Beneficiaries. 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.

Section 20. Assignment. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.

Section 21. Applicable Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.

Section 22. Public Records. The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.

- c. Ensure that public records that 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 completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (813) 533-2950, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 9428 CAMDEN FIELD PARKWAY, RIVERVIEW, FLORIDA 33578.

Section 23. E-Verify Requirements. The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Company shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within

the year immediately preceding the date of this Agreement.

Section 24. Effective Date and Term. This Agreement shall become effective as of the date set forth above. Time is of the essence in performance of this Agreement by the Contractor.

Section 25. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

Jayman, LLC,
a Florida limited liability company

**Copperspring Community
Development District**

Name: _____
Title: _____

Kelly Evans
Chair of the Board of Supervisors

Exhibit “A”

Vendor, Jayman Enterprises, LLC, shall provide services as needed on the property to fix/repair as needed projects. Price is determined by the job and materials needed to complete, but is based on the given hourly rate of \$125 an hour.

Jayman Enterprises, LLC

1020 HILL FLOWER DR
Brooksville, FL 34604

Phone # (813)333-3008 jaymanenterprises@live.com
www.jaymanenterprises.com

Estimate

Date	Estimate #
10/7/2021	739

Name / Address
CopperSpring CDD 5844 Old Pasco Rd Wesley Chapel, FL. 33544

			Project
Description	Qty	Rate	Total
Vendor, Jayman Enterprises, LLC agrees to provide services as needed on property to fix/repair as needed projects. Price is determined by the job and materials needed to complete, but is based on the given Hourly rate of \$125.00 and hr. Naturally, some jobs may not be as much and some may be more depending on the time and task.		125.00	125.00
Client Signature		Total	\$125.00

Tab 5

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COPPERSPRING COMMUNITY DEVELOPMENT DISTRICT AMENDING THE FISCAL YEAR 2020/2021 GENERAL FUND BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Copperspring Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Pasco County, Florida; and

WHEREAS, the Board of Supervisors of the District (hereinafter the “Board”), previously adopted a General Fund Budget for Fiscal Year 2020/2021, and

WHEREAS, the Board desires to reallocate funds budgeted to reflect reappropriated revenues and expenses approved during the fiscal year.

WHEREAS, the District Manager has submitted a proposed amended budget to reflect reappropriated revenues and expenses approved during the fiscal year 2020/2021 (the “Amended Budget”), attached hereto as **Exhibit A** and incorporated as a material part of this Resolution by this reference.

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

1. **Recitals.** The foregoing recitals are hereby incorporated as the findings of fact of the Board.
2. **Amended Budget.** The Board hereby finds and determines as follows:
 - a. That the Board has reviewed the Amended Budget, a copy of which is on the District’s website, on file with the office of the District Manager, and at the District’s Records Office.
 - b. The Amended Budget is hereby adopted and shall accordingly amend the previously adopted budget for fiscal year 2020/2021.
 - c. That the Amended Budget shall be maintained in the office of the District Manager and at the District’s Records Office and identified as the “Amended Budget for the Copperspring Community Development District for the Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021”.
 - d. The Amended Budget shall be posted by the District Manager on the District’s official website within five (5) days after adoption and remain on the website for at least two (2) years.

3. **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.
4. **Conflicts.** This Resolution is intended to supplement the original resolution adopting the budget for fiscal year 2020/2021, which remain in full force and effect. This Resolution and the original 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.
5. **Effective Date.** This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED THIS 9th DAY OF NOVEMBER, 2021.

ATTEST:

**COPPERSPRING COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Secretary/Assistant Secretary

By: _____
Name: _____
Chair/Vice Chair of the Board of Supervisors

Exhibit A

Amended Fiscal Year 2020/2021 General Fund Budget

**Proposed Amended Budget
Copperspring Community Development District
General Fund
Fiscal Year 2020/2021**

Chart of Accounts Classification	Budget for 2020/2021	Amended Budget for 2020/2021
REVENUES		
Special Assessments		
Tax Roll*	\$ 190,445	\$ 190,445
Off Roll*		
Contributions & Donations from Private Sources		
Developer Contributions	\$ 100,805	\$ 160,805
TOTAL REVENUES	\$ 291,250	\$ 351,250
TOTAL REVENUES AND BALANCE FORWARD	\$ 291,250	\$ 351,250
<i>*Allocation of assessments between the Tax Roll and Off Roll are</i>		
EXPENDITURES - ADMINISTRATIVE		
Legislative		
Supervisor Fees	\$ 1,200	\$ 1,200
Financial & Administrative		
Administrative Services	\$ 4,600	\$ 4,600
District Management	\$ 20,500	\$ 20,500
District Engineer	\$ 15,000	\$ 15,000
Disclosure Report	\$ 5,000	\$ 5,000
Trustees Fees	\$ 5,000	\$ 5,000
Assessment Roll	\$ 5,150	\$ 5,150
Financial & Revenue Collections	\$ 3,700	\$ 3,700
Accounting Services	\$ 18,500	\$ 18,500
Auditing Services	\$ 5,000	\$ 5,000
Arbitrage Rebate Calculation	\$ 500	\$ 500
Miscellaneous Mailings	\$ 2,500	\$ 2,500
Public Officials Liability Insurance	\$ 2,500	\$ 2,500
Legal Advertising	\$ 2,500	\$ 2,500
Dues, Licenses & Fees	\$ 1,000	\$ 1,000
Miscellaneous Fees	\$ 1,000	\$ 1,000
Tax Collector /Property Appraiser Fees	\$ 150	\$ 150
Website Hosting, Maintenance, Backup (and	\$ 10,000	\$ 10,000
Legal Counsel		
District Counsel	\$ 15,000	\$ 15,000
Administrative Subtotal	\$ 118,800	\$ 118,800
EXPENDITURES - FIELD OPERATIONS		
Electric Utility Services		
Utility Services	\$ 3,000	\$ 3,000
Street Lights	\$ 14,000	\$ 14,000
Water-Sewer Combination Services		
Potable water	\$ 19,000	\$ 19,000
Other Physical Environment		
General Liability Insurance	\$ 3,100	\$ 3,100
Property Insurance	\$ 7,000	\$ 7,000
Landscape Maintenance	\$ 104,250	\$ 104,250
Irrigation Repairs	\$ 2,000	\$ 2,000
Landscape - Mulch	\$ 12,600	\$ 12,600
Landscape Replacement Plants, Shrubs, Trees	\$ 2,500	\$ 2,500
Contingency		
Miscellaneous Contingency	\$ 5,000	\$ 65,000
Field Operations Subtotal	\$ 172,450	\$ 232,450
TOTAL EXPENDITURES	\$ 291,250	\$ 351,250
EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -

**Second Amendment to the
FY 2020-2021 Budget Funding Agreement**

This Second Amendment to the FY 2020-2021 Budget Funding Agreement (this “**Second Amendment**”) is made and entered into as of November 9, 2021 between the **Copperspring Community Development District** (the “**District**”) and **Lennar Homes, LLC**, a Florida limited liability company (the “**Developer**”).

Background Information

The District and Developer entered into the FY 2020-2021 Budget Funding Agreement dated July 14, 2020 (the “**Agreement**”). Pursuant to the First Amendment to the FY 2020-2021 Budget Funding Agreement, the District and the Developer increased the Developer’s maximum funding obligation from \$100,805 to \$130,805 to cover the additional costs the District is anticipated to incur during the 2020-2021 fiscal year. The District and the Developer desire to increase the Developer’s maximum funding obligation from \$130,805 to \$160,805 to cover the additional costs the District is anticipated to incur during the 2020-2021 fiscal year. Unless otherwise defined herein, all capitalized terms in this Second Amendment shall have the meanings ascribed to them in the Agreement.

Operative Provisions

1. **Background Information.** The Background Information stated above is true and correct and is hereby incorporated into this Amendment by this reference.
2. **Funding Obligation Amendment.** Section 1 of the Agreement, as amended, is deleted and replaced with the following:

Funding Obligations. From time to time during the 2020-2021 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$160,805 in accordance with the FY 2020-2021 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

3. **Ratification of All Other Terms and Conditions.** Except as modified by this Second Amendment, the terms and conditions set forth in the Agreement, as amended, are hereby ratified and confirmed.

IN WITNESS THEREOF, the parties have caused this Second Amendment to be duly executed as of the date written above.

Lennar Homes, LLC

**Copperspring
Community Development District**

Name:
Title:_____

Kelly Evans
Chair of the Board of Supervisors

Tab 6

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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, September 14, 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.

Present were:

Laura Coffey	Board Supervisor, Vice-Chairman
Pete Williams	Board Supervisor, Assistant Secretary
Lori Campagna	Board Supervisor, Assistant Secretary
Chris Smith	Board Supervisor, Assistant Secretary

Also Present were:

Debby Wallace	District Manager, Rizzetta & Company, Inc.
Scott Brizendine	VP Operations, Rizzetta & Company, Inc.
Jayna Cooper	District Manager, Rizzetta & Company, Inc.
John Vericker	District Counsel, Straley Robin Vericker <i>(via conference call)</i>
Brian Surak	District Engineer, Clearview Land Design
Eric Lewis	Representative, Fieldstone

Audience	Present
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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 comments.

THIRD ORDER OF BUSINESS**Consideration of First Amendment to
2020-2021 Funding Agreement**

On a Motion by Mr. Williams, seconded by Ms. Coffey, with all in favor, the Board of Supervisors approved increasing the maximum obligation for the developer from \$100,805.00 to \$130,805.00 for Fiscal Year 2020-2021 for Copperspring Community Development District.
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FOURTH ORDER OF BUSINESS

**Consideration of Fiscal Year 2021-2022
EGIS Insurance Proposal**

On a Motion by Mr. Williams, seconded by Ms. Campagna, with all in favor, the Board of Supervisors approved the Fiscal Year 2021-2022 EGIS Insurance Proposal in the amount of \$6,774 for property, \$3032 for general liability, and \$2481 for public officials' liability, for a total of \$12,287.00 for Copperspring Community Development District.

FIFTH ORDER OF BUSINESS

Presentation of Arbitrage Report

On a Motion by Mr. Williams, seconded by Ms. Coffey, with all in favor, the Board of Supervisors accepted the Arbitrage Report for Copperspring Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Pond Maintenance
Proposal**

Sitex to bushhog 3 ponds, increase from 2 times per year to 3 times per year at a cost of \$7,200.00.

On a Motion by Mr. Williams, seconded by Ms. Coffey, with all in favor, the Board of Supervisors approved the Pond Maintenance Proposal in the amount of \$7,200.00 for Copperspring Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of the Minutes of the
Regular Meeting held on July 13, 2021**

On a Motion by Mr. Williams, seconded by Ms. Coffey, with all in favor, the Board of Supervisors approved the Minutes of the Regular Meeting held on July 13, 2021 as presented for Copperspring Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Operations and
Maintenance Expenditure for June and
July 2021**

The Board asked to include if water is reclaimed or potable in the description summary.

On a Motion by Ms. Coffey, seconded by Mr. Williams, with all in favor, the Board of Supervisors approved the Operations and Maintenance Expenditures for June 2021 (\$16,190.42) and July 2021 (\$38,570.99) for Copperspring Community Development District.

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

No report.

District Engineer

Mr. Surak stated that he is expecting a final certificate of completion for the final phase within a month.

Landscape and Irrigation Report

Mr. Lewis provided an update to the Board. The Board asked questions and discussed the landscape maintenance.

District Manager

Ms. Wallace reminded the Board of Supervisors of the next meeting scheduled for October 12, 2021 at 5:00 p.m.

Ms. Wallace updated the board on the repairs of the fence after a storm.

Ms. Wallace discussed her most recent site visit.

TENTH ORDER OF BUSINESS**Supervisor Comments**

Ms. Coffey asked if the construction fund is depleted. Mr. Brizendine confirmed that it is depleted.

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. Williams, seconded by Ms. Coffey, with all in favor, the Board of Supervisors adjourned the meeting at 9:15 a.m. for Copper Spring Community Development District.

Assistant Secretary

Chairman/Vice Chairman

Tab 7

Copperspring Community Development District

District Office · Wesley Chapel, Florida · (860) 813-1001
Mailing Address · 3434 Colwell Ave · Suite 200 · Tampa, Florida 33614
www.copperspringcdd.org

Operations and Maintenance Expenditures August 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2021 through August 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$17,817.00**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Copperspring Community Development District

Paid Operation and Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>	
Clearview Land Design, P.L.	000241	21-01656	Engineer Services 06/21	\$	615.00
Duke Energy	000250	36528 75505 07/21	3980 Copperspring Blvd 07/21	\$	20.83
Duke Energy	000250	39411 32380 07/21	000 Copperspring Blvd Lite 07/21	\$	564.66
Duke Energy	000250	40535 43127 07/21	6575 Moog Rd, Mailbox 07/21	\$	25.77
Duke Energy	000249	85188 51064 07/21	6258 Spider Lily Way 07/21	\$	16.13
Duke Energy	000250	92718 61547 07/21	000 SR 54 NPR Street Lights 07/21	\$	803.08
F Peter Williams	000248	PW071321	Board of Supervisors Meeting 07/13/21	\$	200.00
Fieldstone Landscape Services	000247	11317	Landscape Maintenance 07/21	\$	2,239.03
Fieldstone Landscape Services	000247	11318	Landscape Maintenance 07/21	\$	7,385.00
Fieldstone Landscape Services	000247	11737	Irrigation Repairs 07/21	\$	176.42

Copperspring Community Development District

Paid Operation and Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
IPFS Corporation	000242	083021	10th Installment on Commercial Insurance 08/21	\$ 1,102.92
Jayman Enterprises LLC	000243	1624	Repair Perimeter Fencing 07/21	\$ 140.00
Rizzetta & Company, Inc.	000244	INV0000060289	District Management Fees 08/21	\$ 3,941.66
Rizzetta Technology Services	000245	INV0000007773	Website Hosting Services 08/21	\$ 100.00
Straley Robin Vericker	000246	20106	General Legal Services 07/21	<u>\$ 486.50</u>
Report Total				<u>\$ 17,817.00</u>

Copperspring Community Development District

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www.copperspringcdd.org

Operations and Maintenance Expenditures September 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2021 through September 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$29,400.59**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Copperspring Community Development District

Paid Operation and Maintenance Expenditures

September 1, 2021 Through September 30, 2021

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
AMTEC	000251	6499-08-21	Arbitrage Calculation Series 2019 08/13/21	\$ 450.00
Duke Energy	000260	36528 75505 08/21	3980 Copperspring Blvd 08/21	\$ 21.91
Duke Energy	000263	39411 32380 08/21	000 Copperspring Blvd Lite 08/21	\$ 567.25
Duke Energy	000263	40535 43127 08/21	6575 Moog Rd, Mailbox 08/21	\$ 28.43
Duke Energy	000252	85188 51064 08/21	6258 Spider Lily Way 08/21	\$ 16.13
Duke Energy	000260	92718 61547 08/21	000 SR 54 NPR Street Lights 08/21	\$ 806.81
F Peter Williams	000264	PW091421	Board of Supervisors Meeting 09/14/21	\$ 200.00
Fieldstone Landscape Services	000253	11801	Landscape Maintenance 08/21	\$ 2,239.04
Fieldstone Landscape Services	000253	11802	Landscape Maintenance 08/21	\$ 7,385.00
Jayman Enterprises LLC	000254	1690	Install Fence 09/21	\$ 125.00

Copperspring Community Development District

Paid Operation and Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>	
Pasco County Utilities Services Branch	000255	15325407	3950 River Otter Lane - Irrigation 07/21	\$	1,260.22
Pasco County Utilities Services Branch	000255	15325408	6557 Water Hemlock Way - Irrigation 07/21	\$	2,001.00
Pasco County Utilities Services Branch	000255	15325409	6484 Moog Road - Irrigation 07/21	\$	9.99
Pasco County Utilities Services Branch	000255	15325410	3707 Copperspring Blvd - Irrigation 07/21	\$	2,077.50
Pasco County Utilities Services Branch	000255	15325411	6258 Spider Lily Way 07/21	\$	724.72
Pasco County Utilities Services Branch	000261	15455612	6557 Water Hemlock Way - Irrigation 08/21	\$	264.60
Pasco County Utilities Services Branch	000261	15455614	3707 Copperspring Blvd - Irrigation 08/21	\$	298.90
Pasco County Utilities Services Branch	000261	15455615	6258 Spider Lily Way 08/21	\$	51.80
Rizzetta & Company, Inc.	000256	INV0000061089	District Management Fees 09/21	\$	3,941.66
Rizzetta Technology Services	000257	INV0000007865	Website Hosting Services 09/21	\$	100.00

Copperspring Community Development District

Paid Operation and Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Sitex Aquatics	000258	5341B	Lake & Pond Maintenance 09/21	\$ 2,400.00
Straley Robin Vericker	000259	20236	General Legal Services 08/21	\$ 390.00
US Bank	000262	6238359	Trustee Administration Fees S2019 08/21	<u>\$ 4,040.63</u>
Report Total				<u><u>\$ 29,400.59</u></u>