

MINUTES OF MEETING

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

**COPPERSTONE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Copperstone Community Development District was held on **Thursday, May 25, 2017 at 4:30 p.m.** at the Copperstone Clubhouse located at 8145 115th Avenue East, Parrish, FL 34219.

Present and constituting a quorum:

Amy Tran	Board Supervisor, Chairman
Dan Kiran	Board Supervisor, Vice Chairman
Gerard Litrenta	Board Supervisor, Assistant Secretary
Ryan Stulman	Board Supervisor, Assistant Secretary (via phone)
Barry Schlotzhauer	Board Supervisor, Assistant Secretary

Also present were:

Joseph Roethke	District Manager, Rizzetta & Company, Inc.
Andy Cohen	District Counsel, Persson & Cohen, P.A.
Denise Greer	District Engineer, King Engineer, Inc
Josh McGarry	Aquatic Systems

Audience

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

A resident asked about midge fly treatments.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Regular Meeting
Held on April 27, 2017**

On a Motion by Mr. Kiran, seconded by Mr. Schlotzhauer, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular meeting held on April 27, 2017 for the Copperstone Community Development District.

On a Motion by Mr. Kiran, seconded by Ms. Tran, with all in favor, the Board agreed to allow Board Supervisor to participate by phone for the Copperstone Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures for April 2017

On a Motion by Ms. Tran, seconded by Mr. Kiran, with all in favor, the Board ratified the Operation and Maintenance Expenditures for April 2017 (\$55,280.93) for the Copperstone Community Development District.

FIFTH ORDER OF BUSINESS

Presentation of Monthly Pond Inspection Report

Mr. Roethke presented the monthly pond inspection report and Mr. McGarry reviewed the details with the Board.

Mr. McGarry informed the Board that the next round of midge fly treatments will begin next week, and the remaining treatments will be done in one week cycles after that.

(Mr. McGarry left while the meeting was in progress at 4:41 pm)

(Ms. Greer arrived while the meeting was in progress at 4:41 pm)

SIXTH ORDER OF BUSINESS

Presentation of 2016 Audit Report

Mr. Roethke presented the 2016 Audit Report to the Board. It was noted that the auditor's opinion was unqualified and there are no instances or adverse findings reported for this District.

On a Motion by Ms. Tran, seconded by Mr. Kiran, with all in favor, the Board accepted audit report for Fiscal Year 2015-2016 for the Copperstone Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Proposal(s) for Rip Rap Repairs

This item was tabled.

EIGHTH ORDER OF BUSINESS

Presentation of Registered Voter Count

Mr. Roethke stated the registered voter count for Copperstone CDD as of 4/15/17 is 1,021.

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

Mr. Cohen presented a draft of a defense Resolution to the Board. The Board did not take any action on this item at this time.

B. District Engineer**1. District Engineer Report**

Ms. Greer presented an inspection report for a drainage issue in a swale behind lot 157 (11317 78th St. E). Ms. Greer provided recommendations for remediation, which includes adding inlets to the area for additional drainage support. There are additional lots that are also being affected by this same issue. Ms. Greer will go back on site to review the area to determine if there are additional issues that need to be resolved to fix the issue.

On a Motion by Mr. Kiran, seconded by Ms. Tran, with all in favor, the Board approved a not-to-exceed amount of (\$2,000) for an additional engineering inspection of the area for the Copperstone Community Development District.

C. District Manager

Mr. Roethke stated that the next Board of Supervisors' Regular Meeting will be held on Thursday, June 22, 2017 at 4:30 p.m. at the Copperstone Clubhouse located at 8145 115th Avenue East, Parrish, FL 34219.

Opinion Poll Regarding Equalized CDD Assessments

Mr. Roethke reviewed preliminary results of the opinion poll on equalizing CDD assessments with the Board. It was noted that as of May 25, 2017 at 5:00 pm there were 87 responses to the Survey and 51 responded yes to equalized assessments, while 36 responded against equalized assessments.

TENTH ORDER OF BUSINESS**Supervisor Requests**

Ms. Tran mentioned that the bridge repairs will be starting on May 31st and could last up to 17 days. The bridge will be closed to vehicular traffic during this time.

Mr. Schlotzhauer asked a landscaping question.

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ELEVENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Kiran, seconded by Mr. Schlotzhauer, with all in favor, the Board of Supervisors adjourned the meeting at 5:27 p.m. for Copperstone Community Development District.


Secretary/ Assistant Secretary


Chairman Vice Chairman

COPPERSTONE CDD

EXHIBIT TO 5-25-17 MINUTES:

2017- DRAFT of Defense Resolution

RESOLUTION 2017-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE _____ COMMUNITY DEVELOPMENT DISTRICT SUPERCEDING RESOLUTION 97-10 AND REVISING THE POLICY OF THE _____ COMMUNITY DEVELOPMENT DISTRICT WITH REGARD TO SUPPORT AND LEGAL DEFENSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the _____ Community Development District (the "District"), District employees and any District-approved committees are presented with the necessity for making decisions regarding various phases of District policy and management; and

WHEREAS, it is essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board of Supervisors, its Officers, District employees and committees is maintained at a minimum; and

WHEREAS, the Board of Supervisors previously enacted Resolution _____ on or about _____ but wishes to supercede such Resolution and expand and formalize its policy with regard to the support and legal protection of certain protected parties as defined below so as to reduce the threat of personal liability to such individuals.

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

SECTION 1. The recitals stated above are hereby adopted and incorporated herein by reference. As set forth in this Resolution, the _____ Community Development District, in accordance with Florida law, agrees that the following Board members, Officers, employees, and Committees of the District shall be provided the benefit of the indemnification, support, and legal defense provisions provided in this Resolution:

- (a) All members of the Board of Supervisors, all members appointed by the Board of Supervisors to District-created committees, the District Manager and support personnel, employees of the District, the District Secretary, Assistant District Secretaries, the District Engineer, and the District Counsel (hereafter "Protected Parties").

- (b) Independent contractors and other agents or persons not listed in Section 1(a) of this Resolution shall not be so indemnified with respect to any service provided to the District except to the extent permitted by law and authorized by a majority vote of the members of the District's Board of Supervisors.

SECTION 2. As set forth in this Resolution and in accord with sections 111.07 and 768.28, Florida Statutes, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any act or omission of action of any of the Protected Parties of the District, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Protected Party acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any of the above-listed Protected Parties for an act or omission under color of state law, custom, or usage, wherein it is alleged that such Protected Party has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. § 1983 or any other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against the Protected Parties from the performance of their official duties while serving a public purpose, including civil, administrative, or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the state does not through its laws protect the Protected Parties from liability; it is committed to doing so to the extent described in this Resolution.

SECTION 3. The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit which directly results from a decision or act made by a Protected Party while performing the duties and functions of his or her position.

SECTION 4. This Resolution is intended to evidence the District's support of its Supervisors, Officers, employees, and committee members who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office/employment or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In the event that the District has expended funds to provide an attorney to defend a Protected Party who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton disregard for human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

SECTION 5. The District agrees to pay any final judgment, including damages including fines, penalties, or other damages, costs, and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Protected Party as described in Section One (1) of this Resolution, in any civil action or civil rights law suit described in section 111.07, Florida Statutes. If the action arises under section 768.28, Florida Statutes, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interests.

SECTION 6. Payment of judgments or provision of legal representation pursuant to this Resolution is conditioned on the following as determined in the sole discretion of the District:

- (a) The actions of the Protected Party were within the scope of his or her duties and authority; and
- (b) The acts or omissions of the Protected Party did not constitute bad faith, malicious purpose, intentional infliction of harm, or were not done in a manner exhibiting wanton and willful disregard of human rights, safety, or property; and
- (c) The Protected Party did not receive any financial profit or advantage to which he or she was not legally entitled; and
- (d) A copy of the summons, complaint, notice, demand letter, or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint was delivered to the District Chairman, Vice Chairman, District Manager, or District Attorney within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the individual; and
- (e) The Protected Party cooperates continuously and fully with the District in the defense of the action.

SECTION 7. Any indemnification, legal defense, or other protection provided pursuant to this representation shall not extend to:

- (a) Consulting or other outside professional or business activities for which the Protected Party received financial or other material compensation, which are outside the scope of his or her District duties and authority; and
- (b) Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution; and
- (c) Any fine, penalty, or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and
- (d) Any indemnification or defense prohibited by law.

SECTION 8. In the event legal representation or defense is provided pursuant to this Resolution, the Protected Party may either:

- (a) retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
- (b) retain legal counsel chosen by the Protected Party, in which case the District shall have the right to:
 - (i) approve, in advance, any agreement for legal fees or disbursements; and
 - (ii) pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs, and other disbursements; and
 - (iii) direct the defense and settle or compromise the action or claim; and

any monies that may be payable by the District shall be reduced or offset by any court costs or attorneys fees awarded to the Protected Party.

SECTION 9. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

SECTION 10. This Resolution shall not apply to actions initiated by the District against a Protected Party.

SECTION 11. To the extent permitted by law, this Resolution shall inure to the benefit of the heirs, personal representatives, and estate of the Protected Parties.

SECTION 12. The District reserves the right to change, modify, or withdraw this Resolution in its sole discretion, except as to actions, demands, or other claims based on acts or omissions which occurred before the effective change, modification, or withdrawal of this Resolution.

SECTION 13. This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date.

SECTION 14. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 15. To the extent of any conflict, this Resolution supercedes the terms of any prior Resolution including superceding District Resolution 97-10.

PASSED AND ADOPTED this _____ day of _____, 2017.

ATTEST:

**BOARD OF SUPERVISORS OF THE
_____ COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary

Chairman