

MOODY RIVER ESTATES
COMMUNITY DEVELOPMENT
DISTRICT

REGULAR MEETING
AGENDA

January 19, 2017

Moody River Estates Community Development District

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone (561) 571-0010 • Fax (561) 571-0013 • Toll-free: (877) 276-0889

January 12, 2017

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors
Moody River Estates Community Development District

Dear Board Members:

The Board of Supervisors of the Moody River Estates Community Development District will hold a Regular Meeting on **Thursday, January 19, 2017 at 1:00 p.m.**, in the **Clubhouse at Moody River Estates, 3050 Moody River Blvd., North Fort Myers, Florida 33903**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments (*agenda items*)
3. Administration of Oath of Office to Newly Elected Supervisors, **Terry Pye [Seat 3] and Elizabeth Keeler [Seat 4]** (*the following to be provided in separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - i. Form 1: Statement of Financial Interests
 - ii. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - iii. Form 1F: Final Statement of Financial Interests
 - D. Form 8B, Memorandum of Voting Conflict
4. Consideration of **Resolution 2017-3**, Declaring a Vacancy in Seat 2; No One Qualified for Seat in General Election
5. Consideration of **Resolution 2017-4**, Appointing a Qualified Elector to Fill Vacancy in Seat 2.
 - A. Letter of Interest: Leah Bond
 - i. Administration of Oath of Office to Newly Appointed Supervisor
6. Consideration of **Resolution 2017-5**, Electing Officers of the District

7. Update: Quiet Title Action Against the District
8. Update: Refinancing Series 2006 Bonds
9. Acceptance of Unaudited Financial Statements as of November 30, 2016
10. Approval of **October 20, 2016** Regular Meeting Minutes
11. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - **NEXT MEETING DATE: March 16, 2017 at 1:00 P.M.**
 - D. Operations Manager
12. Public Comments (*non-agenda items*)
13. Supervisors' Requests
14. Adjournment

Should you have any questions and/or concerns, please contact me directly at 239-464-7114.

Sincerely,



Chesley E. Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

CALL IN NUMBER: 1-888-354-0094

CONFERENCE ID: 8593810

RESOLUTION 2017-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MOODY RIVER ESTATES COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN SEAT 2 ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Moody River Estates Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, on November 8, 2016, three (3) members of the Board of Supervisors (the “Board”) are to be elected by the Qualified Electors of the District, as that term is defined in Section 190.003, Florida Statutes; and

WHEREAS, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

WHEREAS, at the close of the qualifying period only two (2) Qualified Electors qualified to run for the three (3) seats available for election by the Qualified Electors of the District; and

WHEREAS, pursuant to Section 190.006(3)(b), Florida Statutes, the Board shall declare the remaining seat vacant, effective the second Tuesday following the general election; and

WHEREAS, a Qualified Elector is to be appointed to the vacant seat within 90 days thereafter; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seat available for election as vacant.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MOODY RIVER ESTATES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following seat is hereby declared vacant effective as of November 22, 2016:

Seat 2 (currently vacant)

SECTION 2. If applicable, until such time as the District Board nominates a Qualified Elector to fill the vacancy declared in Section 1 above, the incumbent Board member of that respective seat shall remain in office.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 19th day January, 2017.

ATTEST:

**MOODY RIVER ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

Chair/Vice Chair

RESOLUTION 2017-4

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MOODY RIVER ESTATES COMMUNITY DEVELOPMENT DISTRICT APPOINTING A QUALIFIED ELECTOR TO FILL THE VACANCY IN SEAT 2 ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Moody River Estates Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, on November 8, 2016, three (3) members of the Board of Supervisors (the “Board”) were to be elected by the Qualified Electors of the District, as that term is defined in Section 190.003, Florida Statutes; and

WHEREAS, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

WHEREAS, at the close of the qualifying period only two (2) Qualified Electors qualified to run for the seats available for election by the Qualified Electors of the District; and

WHEREAS, pursuant to Section 190.006(3)(b), Florida Statutes, the Board declared such seat as vacant, effective the second Tuesday following the general election; and

WHEREAS, a Qualified Elector is to be appointed by the Board to the vacant seat within 90 days thereafter; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution appointing a Qualified Elector to fill the vacancy in Seat 2.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MOODY RIVER ESTATES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following vacant seat is hereby filled by the Qualified Elector designated below:

Seat 5 Leah Bond

SECTION 2. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 19th day of January, 2017.

ATTEST:

**MOODY RIVER ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

Chair

October 14, 2016

Mr. Chuck Adams
Via Email: adamsc@whhassociates.com

Dear Mr. Adams:

Thank you for your call regarding the Moody River Community Development District. Since speaking with you I have been reading the information on the CDD website regarding the creation, purpose and management of the CDD. I am definitely interested in becoming a member of the Board of Supervisors.

Since moving into Moody River Estates I have observed the construction of the homes around the lakes, especially lake no. 20 on which I reside. I was very upset when I observed several concrete blocks and much of the sand and dirt product that was brought in to build up the lots allowed to be pushed into the lake. I even requested (nicely) one of the construction workers to remove the concrete blocks from the lake, which he did.

From September, 1984 until I retired in September, 2012, I was employed by a commercial construction company, Grayhawk, LLC in Lexington, KY. In July, 1988 I was promoted to Vice President-Administration. I supervised the office and accounting staff. My staff was responsible for the job cost billing, accounts receivable, accounts payable and I personally was responsible for the bank reconciliations and compiling all this information into the general ledger and financial statements.

While living in Lexington my husband and I became involved in many organizations. We were members of the Cherokee Road Runners (Louisville, KY), The Southernmost Runners (Key West, FL), The Bluegrass Runners, Friends of the Arboretum, the Lexington Art League, and the Citizens Police Academy Alumni Association.

Since moving to Moody River Estates in October, 2014, we have attended the Lee County Lee Grows classes, the Fort Myers Citizens Police Academy and the Lee County Sheriff's Office Citizens Academy, trying to learn all we can about our new area. While planning the landscaping of our yard we attended several seminars conducted by landscape nurseries in the area, learning about Florida plants and landscapes. My husband is Chairman of the Moody River Landscaping Committee and I am on the Moody River Social Committee, currently serving as Treasurer.

I am looking forward to hearing from you.

Sincerely,

Leah Bond
12621 Blue Banyon Ct
N Ft Myers, FL 33903
859-619-3326

RESOLUTION 2017-5

**A RESOLUTION ELECTING THE OFFICERS OF THE
MOODY RIVER ESTATES COMMUNITY
DEVELOPMENT DISTRICT, LEE COUNTY, FLORIDA**

WHEREAS, the Board of Supervisors of the Moody River Estates Community Development District was notified of the General Election results held on November 8, 2016 for Seats 2, 3 and 4; and

WHEREAS, the Board of Supervisors of the Moody River Estates Community Development District desires to elect the below recited person(s) to the offices specified.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE MOODY RIVER ESTATES
COMMUNITY DEVELOPMENT DISTRICT:**

1. The following persons are elected to the offices shown:

Chair	_____
Vice Chair	_____
Secretary	<u>Chuck Adams</u>
Treasurer	<u>Craig Wrathell</u>
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	<u>Craig Wrathell</u>

PASSED AND ADOPTED this 19th day of January, 2017.

Chair/Vice Chair

Secretary/Assistant Secretary

From: [Michael Candiotti](#)
To: [Mike Collazo](#)
Cc: [Daniel Coultoff](#); [Michael Eckert](#)
Subject: RE: FTL/CDD - Moody River Settlement Discussions
Date: Monday, December 19, 2016 6:10:12 PM

Mike:

The revised agreement is acceptable. We have had our client execute the agreement and he is sending us his signature page. Please have your client countersign and send us a pdf. Upon receipt, we will deliver our client's signature page for filing.

Michael G. Candiotti, Esq.

Latham, Shuker, Eden & Beaudine, LLP

111 North Magnolia Ave, Suite 1400

Orlando, FL 32801

Phone (407) 481-5800

Direct (407) 481-5820

Fax (407) 481-5801

mcandiotti@lseblaw.com

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From: Mike Collazo [<mailto:MikeC@hgslaw.com>]
Sent: Thursday, December 15, 2016 8:15 AM
To: Michael Candiotti
Cc: Daniel Coultoff; Michael Eckert
Subject: RE: FTL/CDD - Moody River Settlement Discussions

Attached are both (1) a version with tracked changes (version 1) and (2) a clean copy (version 2).

Thank you.

Mike Collazo

.....
Hopping Green & Sams, P.A.

Direct: 850.425.2216 | Facsimile: 850.521.2716

From: Michael Candiotti [<mailto:mcandiotti@lseblaw.com>]
Sent: Wednesday, December 14, 2016 5:19 PM
To: Mike Collazo
Cc: Daniel Coultoff; Michael Eckert
Subject: RE: FTL/CDD - Moody River Settlement Discussions

Mike:

Could you please send a clean version for our client's final review?

Michael G. Candiotti, Esq.

Latham, Shuker, Eden & Beaudine, LLP

111 North Magnolia Ave, Suite 1400

Orlando, FL 32801

Phone (407) 481-5800

Direct (407) 481-5820

Fax (407) 481-5801

mcandiotti@lseblaw.com

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From: Mike Collazo [<mailto:MikeC@hgslaw.com>]
Sent: Wednesday, December 14, 2016 1:12 PM
To: Michael Candiotti
Cc: Daniel Coultoff; Michael Eckert
Subject: FW: FTL/CDD - Moody River Settlement Discussions

Good afternoon Michael,

I tried reaching you by phone moments ago, but was unable to. I just wanted to confirm that you received this email last week. Please feel free to call me if you'd like to discuss.

Thank you.

Mike Collazo

.....
Hopping Green & Sams, P.A.

Direct: 850.425.2216 | Facsimile: 850.521.2716

From: Mike Collazo
Sent: Thursday, December 08, 2016 9:05 AM
To: 'Michael Candiotti'
Cc: 'Daniel Coultoff'; Michael Eckert
Subject: RE: FTL/CDD - Moody River Settlement Discussions

With respect to your comments, please see attached:

- We agree to using the word “affect” instead of “extinguish” in paragraph 3 (see green highlight)
- To address your concern, we added “if required for title insurance purposes, the District agrees to provide a written joinder and consent demonstrating same” [i.e. that the District does not object to the creation of an access easement on the Property] in paragraph 4 (see green highlight)

If you agree to these and all of the other changes in the attached document, let me know, and I'll proceed to finalize the document (accept tracked changes and remove highlighting) and coordinate final review and execution on my end.

Thank you Michael.

Mike Collazo

.....

Hopping Green & Sams, P.A.

Direct: 850.425.2216 | Facsimile: 850.521.2716

From: Michael Candiotti [<mailto:mcandiotti@lseblaw.com>]
Sent: Wednesday, December 07, 2016 7:44 PM
To: Mike Collazo
Cc: Daniel Coultoff; Michael Eckert
Subject: RE: FTL/CDD - Moody River Settlement Discussions

See below in red

Michael G. Candiotti, Esq.

Latham, Shuker, Eden & Beaudine, LLP
111 North Magnolia Ave, Suite 1400
Orlando, FL 32801
Phone (407) 481-5800

Direct (407) 481-5820

Fax (407) 481-5801

mcandiotti@lseblaw.com

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From: Mike Collazo [<mailto:MikeC@hgslaw.com>]

Sent: Tuesday, December 06, 2016 5:21 PM

To: Michael Candiotti

Cc: Daniel Coultoff; Michael Eckert

Subject: RE: FTL/CDD - Moody River Settlement Discussions

Good afternoon Michael,

Thank you for your comments. I think we're close on this proposed settlement agreement. However, while most of your suggested changes are acceptable, there are still a few outstanding issues.

First, your suggested replacement language in paragraph 3 addresses how the quiet title action and the instant settlement agreement will have "no impact on" the earlier settlement agreement, but does not address (as we did in our initial proposal) what impact the Tax Deed will have on the earlier settlement agreement or the capital debt and O&M assessment liens.

The District's position – and based upon our earlier conversations, I believe yours as well, but I could be wrong – is that the Tax Deed did not extinguish these non-ownership and non-possessory interests. Accordingly, I've re-inserted that language into the proposed settlement agreement confirming this (see highlighted language in the attached document). I suspect this may just be a drafting issue, but if in fact you do believe that the Tax Deed did extinguish any of these interests, we're farther apart than I thought and we'll need to re-evaluate whether settlement is possible.

[Michael Candiotti]

I would prefer to say the tax deed "did not affect." Is this acceptable?

Second, with respect to paragraph 5, it is unclear to us why you would need the District's consent or joinder to the access easement that you're seeking to establish, when that same paragraph also affirms that the District has no ownership or possessory interest in the property. Accordingly, I suggest we just include language affirming that the District "does not object" to the creation of an access easement on the Property.

[Michael Candiotti]. We are seeking an easement across the Mood Property (adjacent to the West) as part of this action. The CDD's consent is requested in case the title company requires the District's consent.

I'd be happy to discuss either of these items with you by phone if you like. Otherwise, I look forward to your response.

Thank you.

Mike Collazo

.....

Hopping Green & Sams, P.A.

Direct: 850.425.2216 | Facsimile: 850.521.2716

From: Michael Candiotti [<mailto:mcandiotti@lseblaw.com>]

Sent: Friday, December 02, 2016 1:54 PM

To: Mike Collazo

Cc: Daniel Coultoff; Kelly Kite (kelly@ktlc.us); Bo Valdes (bo@ktlc.us); Jan Carpenter

Subject: FTL/CDD - Moody River Settlement Discussions

Mike:

Thank you for speaking with me the other day. Attached are our comments to the proposed settlement agreement. Please feel free to call me to discuss.

Regards,

Michael G. Candiotti, Esq.

Latham, Shuker, Eden & Beaudine, LLP

111 North Magnolia Ave, Suite 1400

Orlando, FL 32801

Phone (407) 481-5800

Direct (407) 481-5820

Fax (407) 481-5801

mcandiotti@lseblaw.com

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IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION

FLORIDA TAX LIEN ASSETS IV LLC, a
Florida limited liability company,

Plaintiff,

v.

Case No. 16-CA-003403

REGIONS BANK, corporation Foreign Profit Corporation, as successor by merger to AmSouth Bank, DARTH PROPERTIES, LLC, a Florida limited liability company, MOOD DEVELOPMENT CORPORATION, a Florida corporation, and MOODY RIVER ESTATES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the Laws of the State of Florida,

Defendants.

**JOINT MOTION FOR ENTRY OF
CONSENT JUDGMENT OF QUIET TITLE AND DISMISSAL OF
MOODY RIVER ESTATES COMMUNITY DEVELOPMENT DISTRICT**

The Plaintiff, Florida Tax Lien Assets IV LLC (“Florida Tax Lien Assets”), and Defendant, Moody River Estates Community Development District (the “District”), by and through their undersigned counsel, hereby move this Court for an Order approving the attached *Stipulated Settlement Agreement* between the parties, entering a judgment of Quiet Title and dismissing the District with prejudice as a party in this case.

1. On September 27, 2016, Plaintiff Florida Tax Lien Assets brought suit against Defendant District (among other defendants) seeking to quiet title to certain lands located in Lee County, Florida.

2. In response to the Complaint, on October 19, 2016, the District filed its *Answer of Moody River Estates Community Development District*.

3. In an effort to conserve judicial resources, the parties subsequently negotiated a proposed settlement of the issues between them identified in the Complaint.

4. A copy of the fully executed *Stipulated Settlement Agreement* is attached hereto as Exhibit "A."

5. In the *Stipulated Settlement Agreement*, each party agrees to bear its own costs and attorneys' fees incurred in connection with this litigation.

WHEREFORE, the parties jointly and respectfully request that this Court enter an order approving and attaching the *Stipulated Settlement Agreement*, which is attached to this *motion* as Exhibit "A," and dismissing Defendant District with prejudice as a party in this case, and entering a judgment of Quiet Title in favor of the Plaintiff against the District, quieting title subject to the conditions contained in the *Stipulated Settlement Agreement*.

Respectfully submitted this ____th day of _____, 2016.

s/ Miguel Collazo, III

Douglas M. Smith (Fla. Bar No. 012809)
Michael Eckert (Fla. Bar No. 080314)
Miguel (“Mike”) Collazo, III (Fla. Bar No. 730491)
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Ph: (850) 222-7500
Fax: (850) 224-8551

*Counsel for MOODY RIVER ESTATES
COMMUNITY DEVELOPMENT DISTRICT*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the below addressees via electronic service through the Florida ePortal Filing System this ____th day of _____, 2016:

Daniel H. Coultoff, Esq.
coultoff@lseblaw.com
Michael G. Candiotti, Esq.
mcandiotti@lseblaw.com
Latham, Shuker, Eden & Beaudine, LLP
111 N. Magnolia Avenue, Suite 1400
Orlando, Florida 32801

Joseph M. Madden, Jr., Esq.
jmadden@myfloridaattorney.com
Madden Law Firm, LLC
2277 Main Street
Fort Myers, Florida 33901

s/ Miguel Collazo, III

Attorney

EXHIBIT “A”

Prepared by/Return to:

Miguel Collazo, III
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATED SETTLEMENT AGREEMENT (this “Agreement”), entered into this _____ day of _____, 2016 (the “Effective Date”), by and between **FLORIDA TAX LIEN ASSETS IV LLC**, a Florida limited liability company (hereinafter “Florida Tax Lien Assets”), and **MOODY RIVER ESTATES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (the “District”) (together, the “parties”).

Witnesseth:

WHEREAS, Florida Tax Lien Assets and the District have been involved in a dispute over ownership rights and other interests in the property described in the suit *Florida Tax Lien Assets IV LLC v. Regions Bank et al.*, Case No. 16-CA-003403 (the “Quiet Title Action”); and,

WHEREAS, Florida Tax Lien Assets and the District are desirous of resolving the disputes between and amongst them identified in the Complaint; and,

WHEREAS, this Agreement is intended to memorialize all of the terms and conditions between the parties addressing any and all disputes between them in the Quiet Title Action; and,

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is hereby stipulated and agreed by and between the parties hereto as follows:

1. **Recitals.** The above Recitals are true and accurate and are incorporated herein by this reference as part of the Agreement.

2. **Definitions.** As used in this Agreement:
 - a. “Capital Debt Assessments” means those special assessments levied by the District against the Property to finance certain community improvements undertaken by the District.
 - b. “MDC” means Florida Tax Lien Assets’ predecessor-in-interest to the Property, Mood Development Corporation, which is also a defendant in the Quiet Title Action.
 - c. “O&M Assessments” means those special assessments levied by the District against the Property to operate and maintain certain improvements owned by the District.
 - d. “Property” means that property that Florida Tax Lien Assets claims it acquired by virtue of the Tax Deed, as more particularly described in the Quiet Title Action.
 - e. “Settlement Agreement and Restrictive Covenant” means that *Settlement Agreement and Restrictive Covenant* between MDC and the District dated October 31, 2012, as recorded in Instrument # 2012000249447, Public Records of Lee County, Florida.
 - f. “Tax Deed” means that tax deed by which Florida Tax Lien Assets claims ownership of the Property, as recorded in Instrument # 2015000117828, Public Records of Lee County, Florida, in the Quiet Title Action.
3. **Stipulations by Florida Tax Lien Assets.** Florida Tax Lien Assets hereby stipulates and agrees, both for itself and on behalf of its successors and assigns, to all of the following:
 - a. The Tax Deed did not affect:

- i. The Settlement Agreement and Restrictive Covenant, which shall remain a present binding restrictive covenant and equitable servitude on the Property in favor of the District, and which shall continue to run with the Property and be binding on all successors-in-interest to the Property in perpetuity;
 - ii. The Capital Debt Assessments, which shall continue to be a lien on the Property in favor of the District until said assessments are paid in full; or,
 - iii. The O&M Assessments, which shall continue to be a lien on the Property in favor of the District, and shall continue to be paid annually.
 - b. The Quiet Title Action and this Settlement Agreement shall also have no impact on the District's rights under Settlement Agreement and Restrictive Covenant, including, but not limited to, the treatment of Capital Debt Assessments and O&M Assessments under the Settlement Agreement and Restrictive Covenant.
 - c. The Tax Deed does not in any way impair or preclude the District from levying additional assessments on the Property in the future, provided the imposition of same is consistent with the laws of the State of Florida.
4. **Stipulation by the District.** The District hereby stipulates and agrees that notwithstanding the interests retained by the District identified in paragraph 3 herein, the District has neither acquired, nor does it possess, any ownership or possessory interest in the Property. Moreover, the District does not object to the creation of an access easement over and across the Property; if required for title insurance purposes, the District agrees to provide a written joinder and consent demonstrating same.

5. **Joint Motion for Judgment of Quiet Title and Dismissal of District.** Within fifteen (15) days from the date this Agreement has been executed by both Florida Tax Lien Assets and the District, the parties shall file a joint motion with the Court in the Quiet Title Action to enter an Order (the “Order”) approving this Agreement, entering a judgment of Quiet Title Against the District subject to those interests preserved in paragraph 3 hereof, and dismissing the District with prejudice as a party to the Quiet Title Action. If approved, the District shall cause the Order to be recorded in the public records of Lee County, Florida, within thirty (30) days from the date the Court enters the Order.

6. **Construction.** All parties hereto affirm that they have freely and voluntarily entered into this Agreement, fully intending to be bound by it. Both parties stipulate that they have been represented by counsel of their own choosing and have been fully advised as to the terms and effect of this Agreement. The parties further agree this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida.

7. **Merger.** The parties hereto agree and covenant that this writing comprises the full Agreement and that no other terms or agreements exist other than as set forth herein. All understandings and agreements heretofore had between the parties are merged into this Agreement, which alone fully and completely explains their understanding.

8. **Termination.** No termination by any party shall be of force or effect unless done in writing by all signatories to this Agreement. This Agreement may only be terminated under the provisions set forth herein.

9. **Enforcement.** Anything to the contrary notwithstanding, this Agreement may be enforced by an action at law or in equity, and nothing herein contained shall preclude or be

construed to preclude any action in law or in equity to enforce any one or more provisions of this Agreement.

10. **Authority.** The signatories hereto represent and warrant that they are vested with the authority to execute this Agreement on behalf of their respective principals and do so freely and voluntarily.

11. **Attorneys' Fees and Costs.** All parties agree to bear their own attorneys' fees and costs incurred in this matter.

12. **Execution.** This Agreement may be executed in counterparts by the parties hereto and each part shall be considered an original insofar as the parties hereto are concerned, but together said counterparts shall comprise only one agreement.

13. **Successors and Assigns.** This Agreement and the rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

“PLAINTIFF”

**FLORIDA TAX LIEN ASSETS IV LLC, a
Florida limited liability company**

Witnesses:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

By: _____

Title: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of, and on behalf of, Florida Tax Lien Assets IV LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed or Stamped)

Signed, sealed and delivered
in the presence of:

“DEFENDANT”

**MOODY RIVER ESTATES COMMUNITY
DEVELOPMENT DISTRICT, a local unit of
special purpose government**

Witnesses:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

By: _____

Title: Chairperson, Board of Supervisors

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____ as Board of Supervisors Chairperson of, and on behalf
of, the Moody River Estates Community Development District, who is personally known to me
or who has produced _____ as identification. If no type of
identification is indicated, the above-named person is personally known to me.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed or Stamped)

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION

FLORIDA TAX LIEN ASSETS IV LLC, a
Florida limited liability company,

Plaintiff,

v.

Case No. 16-CA-003403

REGIONS BANK, corporation Foreign Profit Corporation, as successor by merger to AmSouth Bank, DARTH PROPERTIES, LLC, a Florida limited liability company, MOOD DEVELOPMENT CORPORATION, a Florida corporation, and MOODY RIVER ESTATES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the Laws of the State of Florida,

Defendants.

**CONSENT JUDGMENT OF QUIET TITLE
AND ORDER DISMISSING MOODY RIVER ESTATES
COMMUNITY DEVELOPMENT DISTRICT AS A PARTY DEFENDANT**

THIS MATTER came before the Court upon the parties' filing of the *Joint Motion for Dismissal* filed on _____ (the "Joint Motion"). The Court, having considered the Joint Motion, the Court file, and being fully advised in the premises, hereby ORDERS, ADJUDGES, and DECREES as follows:

1. Pursuant to the Joint Motion and subject to the rights reserved in favor of the Defendant, MOODY RIVER ESTATES COMMUNITY DEVELOPMENT DISTRICT (the "District"), in that *Stipulated Settlement Agreement* executed between the parties on _____ (the "Agreement"), a copy of which is hereby approved by this Court and attached hereto as Exhibit "A," all ownership and possessory interest of the Property (as defined

in the Complaint) are hereby quieted against claims of the District in favor of the Plaintiff, FLORIDA TAX LIEN ASSETS IV LLC (“FTL”).

2. Pursuant to the Joint Motion and the Agreement all claims alleged therein against the District are dismissed with prejudice. Accordingly, the District is dismissed with prejudice as a party defendant in this case.

3. FTL and the District shall each bear their own attorneys’ fees and costs incurred herein, except as otherwise provided in the Agreement.

4. The Court shall retain jurisdiction over this matter for purposes of enforcing the terms of the Agreement.

DONE AND ORDERED in Chambers in Lee County, Florida on this _____ day of _____, 2016.

Circuit Judge

Conformed Copies to:

- Douglas M. Smith, Esq.
- Michael Eckert, Esq.
- Miguel Collazo, III, Esq.
- Daniel H. Coultoff, Esq.
- Michael G. Candiotti, Esq.
- Joseph M. Madden, Jr., Esq.

**MOODY RIVER ESTATES
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2016**

**MOODY RIVER ESTATES
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
NOVEMBER 30, 2016**

	Major Funds		Total Governmental Funds
	General	Debt Service	
ASSETS			
Cash - SunTrust	\$ 214,744	\$ -	\$ 214,744
Investments			
Revenue	-	358,806	358,806
Reserve	-	596,472	596,472
Deferred cost	-	118,992	118,992
Due from other funds			
General	-	124,817	124,817
Total assets	\$ 214,744	\$ 1,199,087	\$ 1,413,831
LIABILITIES AND FUND BALANCES			
Liabilities:			
Due to other funds			
Debt service	\$ 124,817	\$ -	\$ 124,817
Total liabilities	124,817	-	124,817
Fund Balances:			
Restricted for:			
Debt service	-	1,199,087	1,199,087
Unassigned	89,927	-	89,927
Total fund balances	89,927	1,199,087	1,289,014
Total liabilities and fund balances	\$ 214,744	\$ 1,199,087	\$ 1,413,831

**MOODY RIVER ESTATES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED NOVEMBER 30, 2016**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 42,163	\$ 42,163	\$ 237,413	18%
Interest and miscellaneous	2	6	-	N/A
Total revenues	<u>42,165</u>	<u>42,169</u>	<u>237,413</u>	18%
EXPENDITURES				
Professional & admin				
Supervisor	646	646	6,459	10%
Management	3,734	7,467	44,802	17%
Accounting services	729	1,457	8,742	17%
Audit	-	-	5,050	0%
Assessment roll services	1,073	2,146	12,875	17%
Arbitrage rebate calculations	-	-	1,200	0%
Dissemination agent	-	-	1,000	0%
Trustee	-	-	3,150	0%
Legal - general counsel	-	-	12,000	0%
Engineering	753	753	5,000	15%
Computer services	-	-	500	0%
Postage	432	432	1,250	35%
Telephone	42	83	500	17%
Insurance	-	6,042	6,000	101%
Printing & binding	92	183	1,100	17%
Legal advertising	-	249	1,500	17%
Other current charges	48	102	1,500	7%
Annual district filing fee	175	175	175	100%
Total professional & admin	<u>7,724</u>	<u>19,735</u>	<u>112,803</u>	17%
Water management				
Other contractual	17,943	17,943	85,000	21%
Utilities	3,615	3,615	43,000	8%
Aquascaping	-	-	1,500	0%
Total water management	<u>21,558</u>	<u>21,558</u>	<u>129,500</u>	17%
Other fees and charges				
Property appraiser	-	-	844	0%
Tax collector	544	544	1,266	43%
Total other fees and charges	<u>544</u>	<u>544</u>	<u>2,110</u>	26%
Total expenditures	<u>29,826</u>	<u>41,837</u>	<u>244,413</u>	17%
Excess/(deficiency) of revenues over/(under) expenditures	12,339	332	(7,000)	
Fund balance - beginning	77,588	89,595	69,303	
Fund balance - ending	<u>\$ 89,927</u>	<u>\$ 89,927</u>	<u>\$ 62,303</u>	

**MOODY RIVER ESTATES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2005
FOR THE PERIOD ENDED NOVEMBER 30, 2016**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 124,723	\$ 124,723	\$ 711,566	18%
Interest	7	13	-	N/A
Total revenues	<u>124,730</u>	<u>124,736</u>	<u>711,566</u>	18%
EXPENDITURES				
Principal	-	-	250,000	0%
Interest	<u>231,255</u>	<u>231,254</u>	<u>462,508</u>	50%
Total expenditures	<u>231,255</u>	<u>231,254</u>	<u>712,508</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	(106,525)	(106,518)	(942)	
Fund balance - beginning	<u>1,305,612</u>	<u>1,305,605</u>	<u>1,301,369</u>	
Fund balance - ending	<u><u>\$ 1,199,087</u></u>	<u><u>\$ 1,199,087</u></u>	<u><u>\$ 1,300,427</u></u>	

1 **MINUTES OF MEETING**
2 **MOODY RIVER ESTATES**
3 **COMMUNITY DEVELOPMENT DISTRICT**
4

5 A Regular Meeting of the Moody River Estates Community Development District's
6 Board of Supervisors was held on **Thursday, October 20, 2016 at 1:00 p.m.**, in the **Clubhouse**
7 **at Moody River Estates, 3050 Moody River Blvd., North Fort Myers, Florida 33903.**
8

9 **Present and constituting a quorum were:**

10
11 Terry Pye Chair
12 Ilse Mayer Assistant Secretary
13 Elizabeth Keeler Assistant Secretary
14

15 **Also present were:**

16
17 Chuck Adams District Manager
18 Cleo Crismond Assistant Regional Manager
19 Michael Eckert (*via telephone*) District Counsel
20 Wes Kayne District Engineer
21 Doug Tarn Barraco & Associates
22 Resident
23
24

25 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

26
27 Mr. Adams called the meeting to order at 1:00 p.m., and noted, for the record, that
28 Supervisors Pye, Mayer and Keeler were present, in person. Supervisor Teckorius was not
29 present. One seat remained vacant.
30

31 **SECOND ORDER OF BUSINESS**

Public Comments (*agenda items*)

32
33 There being no public comments, the next item followed.
34

35 **THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2017-1,
Adopting Prompt Payment Policies and
Procedures Pursuant to Chapter 218,
Florida Statutes; Providing a Severability
Clause; and Providing an Effective Date**

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39
40
41 Mr. Adams presented Resolution 2017-1 for the Board's consideration.

42 Mr. Eckert stated that these policies institute the requirements of the Florida Statutes, in
43 terms of prompt payment, and allow flexibility, for the District’s maximum protection, when a
44 vendor dispute arises in relation to an invoice. The Board would have more discretion when
45 resolving disputes versus deferring to a court.

46

On MOTION by Ms. Mayer and seconded by Ms. Keeler, with all in favor, Resolution 2017-1, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.

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FOURTH ORDER OF BUSINESS

Consideration of Resolution 2017-2, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2015 and Ending September 30, 2016; and Providing for an Effective Date

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61 Mr. Adams presented Resolution 2017-2 for the Board’s consideration. There were
62 significant unforeseen expenses related to fountains, which necessitated rebuilding a number of
63 the electrical panels, for public safety. “Other contractual”, under “Water management”,
64 changed, with regard to the budget and the primary contract, which is for lake maintenance and
65 routine fountain aeration maintenance. A budget amendment was proposed for Fiscal Year
66 2016, to avoid a finding in the audit. \$22,390 was transferred from fund balance, which allowed
67 for over expenditures and provided a contingency for potential accruals submitted in October for
68 services provided or received in September.

69

On MOTION by Mr. Pye and seconded by Ms. Mayer, with all in favor, Resolution 2017-2, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2015 and Ending September 30, 2016; and Providing for an Effective Date, was adopted.

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FIFTH ORDER OF BUSINESS

Discussion/Consideration: Refinancing the District’s Series 2006 Bonds (backup to be provided under separate cover)

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78
79
80

81 Mr. Adams stated that the current bond was outstanding, at \$8,645,000, an average yield
 82 at 5.35%, average annual debt service at \$703,916 and total debt service, through the remainder
 83 of the term, both principal and interest, at \$14,078,326. The bonds were not rated. The “Reserve
 84 Fund” was nearly \$600,000 and the prepayment option occurred on May 1, 2016. After 10
 85 years, the CDD may choose an optional redemption on the bonds, which is a provision within the
 86 Trust Indenture. The indenture does not allow for an optional redemption at 100% of value until
 87 the 10-year period ends, with the final maturity in 2036. Refinancing the outstanding bonds
 88 would reduce them to \$8,500,000. The average yield would be 3.5% to 3.75%, average annual
 89 assessment payments would be \$602,063, and the total debt service principal and interest,
 90 through the end of maturity, would be \$12,041,253. The rating may be BBB or may be nonrated.
 91 The underwriter would determine whether it is worth going through the BBB rating when
 92 preparations begin. The reserve fund would be reduced from just below \$600,000 to \$304,000,
 93 making the refinancing feasible. The prepayment option on the new 2016 Bonds would be 10
 94 years and the maturity would remain at 2036. There would be a 14% reduction in the annual
 95 debt service assessment. The professionals would initiate new 2016 bonds. Mr. Adams
 96 suggested Mr. John Kessler, of FMSbonds, as underwriter. Bond Counsel, District Counsel and
 97 the District Manager would be involved in preparing a new Special Assessment Methodology
 98 Report. None of the professionals would receive payment unless the bonds closed. FMSbonds
 99 would push the bonds through by the end of 2016, which would require special meetings, as
 100 necessary. The savings and the fees of the professionals were net of the proceeds.

101
 102 **On MOTION by Mr. Pye and seconded by Ms. Mayer, with all**
 103 **in favor, Refinancing the District’s Series 2006 Bonds, was**
 104 **approved.**

105
106
107 **SIXTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of August 31, 2016**

108
109 Mr. Adams presented the Unaudited Financial Statements as of August 31, 2016.
110

111
112 **SEVENTH ORDER OF BUSINESS**

**Approval of August 18, 2016 Public
Hearing and Regular Meeting Minutes**

115 Mr. Adams presented the August 18, 2016 Public Hearing and Regular Meeting Minutes
116 and asked for any additions, deletions or corrections.

117 The following change was made:

118 Line 310: Change “Mayer” to “Crismond”
119

120 **On MOTION by Ms. Mayer and seconded by Mr. Pye, with all**
121 **in favor, August 18, 2016 Public Hearing and Regular Meeting**
122 **Minutes, as amended, were approved.**

123
124

125 **EIGHTH ORDER OF BUSINESS**

Other Business

126
127

There being no other business, the next item followed.

128

129 **NINTH ORDER OF BUSINESS**

Staff Reports

130
131

A. District Counsel

132 Mr. Eckert stated that the District was named in a lawsuit, filed in Lee County, as a
133 Defendant in a Quiet Title Action, meaning someone purchased or took ownership of a property.
134 The Plaintiff is the Florida Tax Lien Assets IV LLP. Regions Banks, Darth Properties, Lee
135 Development Corporation and the CDD were named. When someone takes title to property,
136 whether through foreclosure sale or the tax deed process, oftentimes, those parties will file a
137 Quiet Title Action so that the court determines that they are the property owner. District
138 Counsel’s involvement would be to ensure that CDD assessments and deed restrictions placed on
139 the property by virtue of the settlement, several years ago, survive the Quiet Title Action. A
140 copy of the complaint and answer were provided to Mr. Adams for dissemination to the Board.
141 The District’s interests in the property must be protected.

142 **B. District Engineer**

143 Mr. Kayne stated that, this morning, he noticed a change in the grading and drainage in
144 the area. Mr. Adams sent a letter to Mr. Jim Ratz, with DR Horton, and copied the South Florida
145 Water Management District (SFWMD), who issued the Notice of Violation. Mr. Ratz would
146 review and address any of the drainage issues that relate to properties that DR Horton
147 constructed that were not modified for a pool or some other addition. Mr. Adams noted that
148 every lot line was staked, front and back, which was a new occurrence. Mr. Adams would

149 follow up with Mr. Ratz and provide the information to the SFWMD, who were recognizing DR
150 Horton as the offending party, even though the District was the permittee. The HOA President
151 was provided the information, as well.

152 **C. District Manager**

153 Mr. Adams stated that, since the last meeting, the District received Code Enforcement
154 violations from Lee County on five ponds. The violations were primarily for an insufficient
155 amount of littoral plants. One or two of the shoreline cypress trees died and must be replaced.
156 An exotic plant was growing next to a well control panel and it was removed. Cypress trees
157 were removed and replaced and supplemental plantings were installed and five or six of the code
158 violations were abated. Lee County expressed appreciation for the District’s prompt response.
159 A suggestion was made for a meeting with the HOA to discuss maintenance responsibilities and
160 communication regarding improvements. The District owns and operates the stormwater
161 management system. Ms. Keeler requested participation in the meeting.

162 Ms. Crismond stated on Lake #9, some residents installed landscape packages in the rear
163 of their property, which is on the CDD’s easement. Photos were taken, notification letters would
164 be sent to residents and the HOA would be informed. The HOA may have given prior approval.

165 Mr. Adams stated that the next regularly scheduled meeting will be held on January 19,
166 2017 at 1:00 p.m., at this location. The Board may consider appointees to fill the vacant seat for
167 the remainder of the unexpired term. A letter of interest was received.

168

169 **TENTH ORDER OF BUSINESS** **Public Comments (*non-agenda items*)**

170

171 There being no public comments, the next item followed.

172

173 **NINTH ORDER OF BUSINESS** **Supervisors’ Requests**

174

175 There being no Supervisors’ requests, the next item followed.

176

177 **TENTH ORDER OF BUSINESS** **Adjournment**

178

179 There being no further business to discuss, the meeting adjourned.

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On MOTION by Ms. Mayer and seconded by Ms. Keeler, with all in favor, the meeting adjourned at 1:27 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

DRAFT

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Secretary/Assistant Secretary

Chair/Vice Chair

DRAFT