

# **MOODY RIVER ESTATES**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**May 21, 2020**

**BOARD OF SUPERVISORS**

**VIRTUAL PUBLIC  
MEETING AGENDA**

# Moody River Estates Community Development District

## OFFICE OF THE DISTRICT MANAGER

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

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

May 14, 2020

### 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 Virtual Public Meeting on May 21, 2020 at 1:00 p.m., by visiting <https://us02web.zoom.us/j/88087849976> or by calling 1-929-205-6099, followed by meeting ID **880 8784 9976**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments (*agenda items*)
3. Discussion: Moody River Estates Community Association, Inc., Request to Participate in Lawsuit Against Developers
4. Consideration of Resolution 2020-03, Approving a Proposed Budget for Fiscal Year 2020/2021 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
5. Consideration of Resolution 2020-04, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Lee County Supervisor of Elections Begin Conducting the District's General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
6. Consideration of Resolution 2020-05, Adopting an Internal Controls Policy Consistent with Section 218.33, Florida Statutes; Providing an Effective Date
7. Discussion/Consideration: Renewal of SOLitude Lake Management Agreement for Pond and Wetland Maintenance Services
8. Acceptance of Unaudited Financial Statements as of March 31, 2020

9. Approval of January 9, 2020 Public Hearing and Regular Meeting Minutes

- Action Items

10. Staff Reports

A. District Counsel: *Hopping Green & Sams, P.A.*

B. District Engineer: *Barraco & Associates, Inc.*

C. District Manager: *Wrathell, Hunt & Associates, LLC*

I. 1,131 Registered Voters in District as of April 15, 2020

II. NEXT MEETING DATE: June 18, 2020 at 1:00 P.M.

- QUORUM CHECK

Chris Jenner	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
William J. Keeler	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
Robert Geltner	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
Elizabeth Keeler	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
Paul Hoffman	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE

D. Operations Manager: *Wrathell, Hunt & Associates, LLC*

- Monthly Status Report- Field Operations
  - Key Activity Dates

11. Public Comments (*non-agenda items*)

12. Supervisors' Requests

13. Adjournment

"Further, please be advised that the Florida Governor's Office has declared a state of emergency due to the Coronavirus (COVID-19). As reported by the Center for Disease Control and World Health Organization, COVID-19 can spread from person-to-person through small droplets from the nose or mouth, including when an individual coughs or sneezes. These droplets may land on objects and surfaces. Other people may contract COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth. Therefore, merely cleaning facilities, while extremely important and vital in this crisis, may not be enough to stop the spread of this virus. "

"That said, the District wants to encourage public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting can visit <https://us02web.zoom.us/j/88087849976> or call **1-929-205-6099**, followed by **MEETING NUMBER 880 8784 9976**. Additionally, participants are encouraged to submit questions and comments to the District's manager at [adamsc@whhassociates.com](mailto:adamsc@whhassociates.com)."

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

Sincerely,



Chesley E. Adams, Jr.  
District Manager

**OPTIONS FOR MEETING PARTICIPATION**

<https://us02web.zoom.us/j/88087849976>

OR

**CALL IN NUMBER: 1-929-205-6099**

**MEETING NUMBER: 880 8784 9976**



**MOODY RIVER ESTATES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4**

## RESOLUTION 2020-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MOODY RIVER ESTATES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Moody River Estates Community Development District ("**District**") prior to June 15, 2020, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021**"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: \_\_\_\_\_, 2020

HOUR: 1:00 p.m.

The hearing may be conducted remotely, pursuant to \_\_\_\_\_ media technology and/or by telephone pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, as such orders may be extended, respectively, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. In the event that conditions allow the meeting to be held in person, it will be held at the following location:

LOCATION: Clubhouse at Moody River Estates  
3050 Moody River Blvd.  
North Fort Myers, Florida 33903

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Lee County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 21<sup>st</sup> DAY OF MAY, 2020.**

ATTEST:

**MOODY RIVER ESTATES COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Fiscal Year 2020/2021 Proposed Budget

**MOODY RIVER ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2021  
PROPOSED BUDGET  
UPDATED MAY 11, 2020**

**MOODY RIVER ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
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**MOODY RIVER ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2021**

	Fiscal Year 2020				
	Adopted Budget FY 2020	Actual through 3/31/20	Projected through 9/30/2020	Total Actual & Projected Revenues & Expenditures	Proposed Budget FY 2021
<b>REVENUES</b>					
Assessment levy: gross	\$ 301,158				\$ 301,304
Allowable discounts (4%)	(12,046)				(12,052)
Assessment levy: net	289,112	\$ 276,761	12,351	\$ 289,112	289,252
Interest and miscellaneous	-	51	100	151	-
Total revenues	289,112	276,812	12,451	289,263	289,252
<b>EXPENDITURES</b>					
<b>Professional &amp; admin</b>					
Supervisors	6,459	1,507	3,500	5,007	6,459
Management/recording	44,802	22,401	22,401	44,802	44,802
Legal - general counsel	12,000	2,121	6,000	8,121	12,000
Engineering	4,000	731	3,269	4,000	4,000
Audit	5,050	5,800	-	5,800	5,800
Accounting	8,742	4,371	4,371	8,742	8,742
Assessment roll preparation	12,875	6,437	6,438	12,875	12,875
Arbitrage rebate calculation	1,200	750	450	1,200	1,200
Dissemination agent	1,000	500	500	1,000	1,000
Trustee	3,709	3,709	-	3,709	3,709
Telephone	500	250	250	500	500
Postage	1,250	982	268	1,250	1,250
Printing & binding	1,100	550	550	1,100	1,100
Legal advertising	1,000	1,170	600	1,770	1,200
Office supplies	-	158	-	158	-
Annual district filing fee	175	175	-	175	175
Insurance	6,200	6,193	-	6,193	6,500
Other current charges	750	324	426	750	750
Website	750	-	750	750	750
ADA website compliance	200	199	-	-	210
Total professional & admin	111,762	58,328	49,773	107,902	113,022
<b>Water management</b>					
Other contractual	110,000	21,111	88,889	110,000	110,000
Aquascaping	5,000	4,171	-	4,171	5,000
Utilities	41,000	19,300	19,000	38,300	39,500
Total water management	156,000	44,582	107,889	152,471	154,500

**MOODY RIVER ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2021**

	Fiscal Year 2020				Proposed Budget FY 2021
	Adopted Budget FY 2020	Actual through 3/31/20	Projected through 9/30/2020	Total Actual & Projected Revenues & Expenditures	
<b>Other fees and charges</b>					
Property appraiser	844	777	67	844	844
Tax collector	1,266	1,822	-	1,822	1,266
Total other fees and charges	2,110	2,599	67	2,666	2,110
Total expenditures	269,872	105,509	157,729	263,039	269,632
 Excess/(deficiency) of revenues over/(under) expenditures	19,240	171,303	(145,278)	26,224	19,620
 Fund balance - beginning	58,911	60,131	231,434	60,131	86,355
Fund balance- ending (projected)	<u>\$ 78,151</u>	<u>\$ 231,434</u>	<u>\$ 86,156</u>	<u>\$ 86,355</u>	<u>\$ 105,975</u>

Assessment Summary				
	Units	FY 2020 Assessment	Proposed FY 2021 Assessment	Total Revenue
Single family	775	\$ 374.41	\$ 374.41	\$ 290,167.75
Multi family - east	69	159.35	161.38	11,135.22
Total	<u>844</u>			<u>\$ 301,302.97</u>



**MOODY RIVER ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & admin**

Supervisors	\$ 6,459
Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. The District anticipates six meetings during the fiscal year.	
Management/recording	44,802
<b>Wrathell, Hunt and Associates, LLC</b> , specializes in managing Community Development Districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and operate and maintain the assets of the community.	
Legal - general counsel	12,000
Hopping Green and Sams provide on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide service as "local government lawyers," realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.	
Engineering	4,000
The District's engineer provides a broad array of engineering, consulting and construction services to the District. These services assist with the crafting of sustainable solutions for the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,800
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Accounting	8,742
<b>Wrathell, Hunt and Associates, LLC</b> , is responsible for the preparation of all financial work related to the District's governmental funds, including monthly financials and annual budgets.	
Assessment roll preparation	12,875
<b>Wrathell, Hunt and Associates, LLC</b> , is responsible for the preparation and administration of the assessment rolls for all funds of the District.	
Arbitrage rebate calculation	1,200
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934. The District amended it's contract with Wrathell, Hunt and Associates, LLC to include these services.	
Trustee	3,709
Annual fees paid to U.S. Bank for the services they provide as trustee, paying agent and registrar.	

**MOODY RIVER ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

Telephone		500
Telephone and fax machine.		
Postage		1,250
Mailing of agenda packages, overnight deliveries, correspondence, etc.		
Printing & binding		1,100
Letterhead, envelopes, copies, agendas, etc.		
Legal advertising		1,200
The District advertises for monthly meetings, special meetings, public hearings, bidding, etc.		
Annual district filing fee		175
Annual fee paid to the Department of Economic Opportunity.		
Insurance		6,500
The District carries public officials and general liability insurance with policies written by Preferred Governmental Insurance Trust. The limit of liability is set at \$1,000,000 for general liability (\$2,000,000 general aggregate) and \$1,000,000 for public officials liability limit.		
Other current charges		750
Bank charges, automated AP routing and other miscellaneous expenses incurred during the year.		
Website		750
ADA website compliance		210
<b>Water management</b>		
Other contractual		110,000
The District contracts with Lakemasters Aquatic Weed Control, Inc. for treatment and maintenance of the lakes and wetlands. This program includes aquatic weed control and wetland treatments for state recognized exotic plant materials. It is anticipated that the District will continue it's routine pipe and inlet inspection and cleaning program. It is proposed that this program be implemented on a rotational basis. The District has 6 lakes remaining on the original lake bank erosion repair list agreed upon with SFWMD. The increase in the budget anticipates addressing these remaining ponds over the next two years.		
Lake and wetlands	\$ 50,000	
Fountain Repairs/Maint	15,000	
Pipes/inlets/lake banks	45,000	
Total	\$ 110,000	
Aquascaping		5,000
To address the periodic needs of supplementing the District's aquatic plant program to ensure compliance with the surface water management permit(s).		
Utilities		39,500
Electrical charges for fountains and aerators.		
<b>Other fees &amp; charges</b>		
Property appraiser		844
Fees are \$1.00 per parcel on which the assessment is levied.		
Tax collector		1,266
Fees are \$1.50 per parcel on which the assessment is levied.		
Total expenditures		<u><u>\$ 269,632</u></u>

**MOODY RIVER ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2017A-1 and 2017A-2  
FISCAL YEAR 2021**

	Fiscal Year 2020				
	Adopted Budget FY 2020	Actual through 3/31/20	Projected through 9/30/2020	Total Actual & Projected Revenues & Expenditures	Proposed Budget FY 2021
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 629,297				\$ 628,803
Allowable discount (4%)	(25,172)				(25,152)
Assessment levy - net	604,125	\$ 574,424	\$ 29,701	\$ 604,125	603,651
Interest	-	5,098	-	5,098	-
Total revenues	604,125	579,522	29,701	609,223	603,651
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	310,000	-	305,000	305,000	330,000
Interest	289,150	144,575	144,575	289,150	278,300
Total debt service	599,150	144,575	449,575	594,150	608,300
Excess/(deficiency) of revenues over/(under) expenditures	4,975	434,947	(419,874)	15,073	(4,649)
Beginning fund balance	702,341	705,177	1,140,124	705,177	720,250
Ending fund balance (projected)	<u>\$ 707,316</u>	<u>\$1,140,124</u>	<u>\$ 720,250</u>	<u>\$ 720,250</u>	<u>715,601</u>
Use of fund balance					
Debt service reserve account balance (required)					(180,337)
Interest expense - November 1, 2021					(133,375)
Projected fund balance surplus/(deficit) as of September 30, 2021					<u>\$ 401,889</u>

## Moody River

Community Development District

Series 2017A-1

\$6,985,000

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2020	-	-	118,887.50	118,887.50
05/01/2021	290,000.00	3.500%	118,887.50	408,887.50
11/01/2021	-	-	113,812.50	113,812.50
05/01/2022	300,000.00	3.500%	113,812.50	413,812.50
11/01/2022	-	-	108,562.50	108,562.50
05/01/2023	305,000.00	3.500%	108,562.50	413,562.50
11/01/2023	-	-	103,225.00	103,225.00
05/01/2024	320,000.00	3.500%	103,225.00	423,225.00
11/01/2024	-	-	97,625.00	97,625.00
05/01/2025	330,000.00	3.500%	97,625.00	427,625.00
11/01/2025	-	-	91,850.00	91,850.00
05/01/2026	340,000.00	3.500%	91,850.00	431,850.00
11/01/2026	-	-	85,900.00	85,900.00
05/01/2027	355,000.00	4.000%	85,900.00	440,900.00
11/01/2027	-	-	78,800.00	78,800.00
05/01/2028	370,000.00	4.000%	78,800.00	448,800.00
11/01/2028	-	-	71,400.00	71,400.00
05/01/2029	385,000.00	4.000%	71,400.00	456,400.00
11/01/2029	-	-	63,700.00	63,700.00
05/01/2030	405,000.00	4.000%	63,700.00	468,700.00
11/01/2030	-	-	55,600.00	55,600.00
05/01/2031	420,000.00	4.000%	55,600.00	475,600.00
11/01/2031	-	-	47,200.00	47,200.00
05/01/2032	435,000.00	4.000%	47,200.00	482,200.00
11/01/2032	-	-	38,500.00	38,500.00
05/01/2033	455,000.00	4.000%	38,500.00	493,500.00
11/01/2033	-	-	29,400.00	29,400.00
05/01/2034	470,000.00	4.000%	29,400.00	499,400.00
11/01/2034	-	-	20,000.00	20,000.00
05/01/2035	490,000.00	4.000%	20,000.00	510,000.00
11/01/2035	-	-	10,200.00	10,200.00
05/01/2036	510,000.00	4.000%	10,200.00	520,200.00
<b>Total</b>	<b>\$6,180,000.00</b>		<b>\$2,269,325.00</b>	<b>\$8,449,325.00</b>

## Moody River

Community Development District

Series 2017A-2

\$965,000

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2020	-	-	20,262.50	20,262.50
05/01/2021	40,000.00	3.500%	20,262.50	60,262.50
11/01/2021	-	-	19,562.50	19,562.50
05/01/2022	40,000.00	3.500%	19,562.50	59,562.50
11/01/2022	-	-	18,862.50	18,862.50
05/01/2023	40,000.00	4.250%	18,862.50	58,862.50
11/01/2023	-	-	18,012.50	18,012.50
05/01/2024	40,000.00	4.250%	18,012.50	58,012.50
11/01/2024	-	-	17,162.50	17,162.50
05/01/2025	45,000.00	4.250%	17,162.50	62,162.50
11/01/2025	-	-	16,206.25	16,206.25
05/01/2026	45,000.00	4.250%	16,206.25	61,206.25
11/01/2026	-	-	15,250.00	15,250.00
05/01/2027	50,000.00	5.000%	15,250.00	65,250.00
11/01/2027	-	-	14,000.00	14,000.00
05/01/2028	50,000.00	5.000%	14,000.00	64,000.00
11/01/2028	-	-	12,750.00	12,750.00
05/01/2029	55,000.00	5.000%	12,750.00	67,750.00
11/01/2029	-	-	11,375.00	11,375.00
05/01/2030	55,000.00	5.000%	11,375.00	66,375.00
11/01/2030	-	-	10,000.00	10,000.00
05/01/2031	60,000.00	5.000%	10,000.00	70,000.00
11/01/2031	-	-	8,500.00	8,500.00
05/01/2032	60,000.00	5.000%	8,500.00	68,500.00
11/01/2032	-	-	7,000.00	7,000.00
05/01/2033	65,000.00	5.000%	7,000.00	72,000.00
11/01/2033	-	-	5,375.00	5,375.00
05/01/2034	70,000.00	5.000%	5,375.00	75,375.00
11/01/2034	-	-	3,625.00	3,625.00
05/01/2035	70,000.00	5.000%	3,625.00	73,625.00
11/01/2035	-	-	1,875.00	1,875.00
05/01/2036	75,000.00	5.000%	1,875.00	76,875.00
<b>Total</b>	<b>\$860,000.00</b>		<b>\$399,637.50</b>	<b>\$1,259,637.50</b>

**MOODY RIVER ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
PROJECTED ASSESSMENTS  
GENERAL FUND AND DEBT SERVICE FUND**

Number of Units	Unit Type	Projected Fiscal Year 2021			FY 20 Assessment
		GF	DSF	GF & DSF	
114	Carriage-Center	\$ 374.41	\$ 372.71	\$ 747.12	\$ 747.12
158	Coach-Center	374.41	494.97	869.38	869.38
135	Signature 50X135-Center	374.41	618.08	992.49	992.49
95	Estate 71.25X135-Center	374.41	781.09	1,155.50	1,155.50
140	Estate 71.25X135-South	374.41	1,318.51	1,692.92	1,692.92
56	Signature 50X135-North	374.41	1,070.60	1,445.01	1,445.01
77	Estate 71.25X135-North	374.41	1,318.51	1,692.92	1,692.92
55	Multifamily-East	161.38 *	118.11 **	279.49	277.46
14	Single Family-East	161.38 *	-	** 161.38	159.35
844					

**Note:** All units except for those located east of Moody Road ("East Units") pay for all expenditure categories contained in the District's General Fund Budget, including Professional & Administrative, Other Fees and Charges, and Water Management expenditures. All units in the District, except for the East Units, benefit on an equal residential unit basis from the administrative and general governmental functions of the District and the flood protection provided by the proper maintenance of the Water Management system. The proper maintenance and operation of the Water Management system assists in the prevention of damage to property caused by floods, lowers insurance premiums for property constructed on individual lots, and allows for orderly drainage so that property owners can maximize the use and enjoyment of their properties and common areas. The District has determined that the East Units do not receive similar benefits as other units in the District from the existing Water Management system. Therefore, the East Units only pay for the Professional & Administrative, excepting the Engineering Fees (as stipulated in the Settlement Agreement with Mood Development Corporation dated October 31, 2012 (the "Settlement Agreement")), and Other Fees and Charges expenditures, and they do so at the same rate as the other units in the District.

\* Assessments for GF expenditures for unplatted lands located east of Moody Road are based on 55 multifamily and 14 single family units as per the Settlement Agreement.

\*\* Assessments for DSF expenditures levied on unplatted lands located east of Moody Road are based on the benefit received by such lands. The "per unit" allocation is an illustration based on a mathematical division of the total annual amount by the 55 multi family and 14 single family units as contemplated in the Settlement Agreement, subject to the adjustment for the prepayment of the entire assessment principal on the parcel with 14 single family units. See assessment roll for total amounts levied against each unplatted parcel.

**MOODY RIVER ESTATES**  
**COMMUNITY DEVELOPMENT DISTRICT**

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## RESOLUTION 2020-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MOODY RIVER ESTATES COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE LEE COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FOR THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, the Moody River Estates Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lee County, Florida; and

**WHEREAS**, the Board of Supervisors ("Board") of Moody River Estates Community Development District seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes, and to instruct the Lee County Supervisor of Elections ("Supervisor") to conduct the District's General Elections ("General Election").

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

1. **GENERAL ELECTION SEATS.** Seat 2, currently held by William Keeler, Seat 3, currently held by Robert Geltner, and Seat 4, currently held by Elizabeth Keeler are scheduled for the General Election in November 2020. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Lee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.



5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November, 2020, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED THIS 21<sup>st</sup> DAY OF MAY, 2020.**

**MOODY RIVER ESTATES COMMUNITY  
DEVELOPMENT DISTRICT**

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**CHAIR/VICE CHAIR, BOARD OF SUPERVISORS**

**ATTEST:**

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**SECRETARY/ASSISTANT SECRETARY**

## Exhibit A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE  
MOODY RIVER ESTATES COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Moody River Estates Community Development District will commence at noon on June 8, 2020, and close at noon on June 12, 2020. Candidates must qualify for the office of Supervisor with the Lee County Supervisor of Elections located at 2480 Thompson Street, Third Floor, Fort Myers, Florida 33901, (239) 533-8683. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Lee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Moody River Estates Community Development District has three (3) seats up for election, specifically seats 2, 3 and 4. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2020, in the manner prescribed by law for general elections.

For additional information, please contact the Lee County Supervisor of Elections.

District Manager  
Moody River Estates Community Development District

**MOODY RIVER ESTATES**  
**COMMUNITY DEVELOPMENT DISTRICT**

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**RESOLUTION 2020-05**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE MOODY RIVER ESTATES COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; 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*, being situated entirely within Lee County, Florida; and

**WHEREAS**, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

**WHEREAS**, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

**SECTION 1.** The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED THIS 21<sup>st</sup> DAY OF MAY, 2020.**

**ATTEST:**

**MOODY RIVER ESTATES COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

## **EXHIBIT "A"**

### **MOODY RIVER ESTATES COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY**

#### **1. Purpose.**

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Moody River Estates Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
  - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
  - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
  - 1.2.3. Support economical and efficient operations.
  - 1.2.4. Ensure reliability of financial records and reports.
  - 1.2.5. Safeguard Assets (as hereinafter defined).

#### **2. Definitions.**

- 2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. "Board" means the Board of Supervisors for the District.
- 2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately

retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

- 2.6. “Fraud” means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity’s assets, bribery, or the use of one’s position for personal enrichment through the deliberate misuse or misapplication of an organization’s resources.
- 2.7. “Internal Controls” means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. “Risk” means anything that could negatively impact the District’s ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. “Waste” means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

### **3. Control Environment.**

#### **3.1. Ethical and Honest Behavior.**

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

### **4. Risk Assessment.**

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management’s Risk assessments shall include, but not be limited to:
  - 4.1.1. Identifying potential hazards.

- 4.1.2. Evaluating the likelihood and extent of harm.
- 4.1.3. Identifying cost-justified precautions and implementing those precautions.

## **5. Control Activities.**

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

- 5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.
- 5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
- 5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.
- 5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).
- 5.1.1.5. Maintaining a schedule of the District's material fixed Assets.
- 5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).
- 5.1.1.7. Retaining and restricting access to sensitive documents.
- 5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

- 5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.



- 5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.
  - 5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.
  - 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
  - 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
  - 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.
- 5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

## **6. Information and Communication.**

- 6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

## **7. Monitoring Activities.**

- 7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
- 7.1.1.1. Review its operational processes.

- 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
  - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
  - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.
  - 7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.
  - 7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.
- 7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

**Specific Authority:** §§ 190.011(5), 218.33(3), *Florida Statutes*

**Effective date:** May 21, 2020

**MOODY RIVER ESTATES**  
**COMMUNITY DEVELOPMENT DISTRICT**

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**MOODY RIVER ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**MAINTENANCE OF  
WATER MANAGEMENT AREAS,  
FOUNTAINS AND AERATORS**

September 2018

# **MOODY RIVER ESTATES COMMUNITY DEVELOPMENT DISTRICT**

**Maintenance of Water Management Areas  
Aquatic and Wetland Management**

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**AGREEMENT FOR POND MAINTENANCE SERVICES BETWEEN MOODY RIVER  
ESTATES COMMUNITY DEVELOPMENT DISTRICT AND**

SEPT. THIS AGREEMENT (the "Agreement") is made and entered into this 1<sup>ST</sup> day of SEPT., 2018, by and between:

**Moody River Estates Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Lee County, Florida, whose address is 9220 Bonita Beach Road, Suite 214, Bonita Springs, Florida 34135 (the "District"); and

SOLitude Lake Management, a Florida  
corporation, whose address is  
6180 Idlewild Street, Fort Myers, FL 33966 (the "Contractor").

**RECITALS**

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, stormwater management improvements; and

WHEREAS, the District owns, operates and maintains twenty-one (21) stormwater management ponds and fourteen (14) wetland/upland preserve areas (collectively referred to as the "Ponds"), as shown on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, the District desires to retain an independent contractor to provide monthly pond maintenance services within the District, as described herein and in the attached **Exhibit B**, which is incorporated herein by reference (the "Services"); and

WHEREAS, the Contractor has submitted price quotation, and represents that it is capable, willing and able to provide the Services, and desires to contract with the District to do so 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 into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. 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 WORK AND SERVICES.**



- A. The Contractor agrees to provide the labor, materials and services necessary for the provision of the Services within the Ponds as described herein and in the attached **Exhibit B**. Specifically, and as more specifically set forth in **Exhibit B**, the Contractor shall conduct: 1) bimonthly inspections and treatment of the District's stormwater management ponds, which shall occur every other week, 2) biannual inspections and treatment of the District's wetland/upland preserve areas in May and October of each year, and 3) biannual inspections of the District's fountains and aeration systems, and any necessary cleaning of the same, in September and March of each year. Upon the conclusion of each inspection of the fixed stormwater management structures located within the District, the Contractor shall complete and provide the District with an inspection report in substantially the form attached hereto as **Exhibit C**, which is incorporated herein by reference.
- B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D. The Contractor shall report directly to the District's Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit B**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

### **SECTION 3. COMPENSATION; TERM.**

- A. As compensation for the completion of the Services, the District agrees to pay the Contractor Thirty Three Thousand Three hundred Dollars (\$ 33,300.00 ) per year, which amount includes all labor, materials and services necessary to complete the Services as set forth in more detail in **Exhibit D**, attached hereto and incorporated herein by reference. The term of this Agreement shall be from September 1, 2018 through August 31, 2020 unless terminated earlier in accordance with the terms of this Agreement.
- B. If the District should desire additional work or services not provided in **Exhibit B**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement.



- C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within forty-five (45) days of receipt by the District, or in accordance with Florida's Prompt Payment Act, whichever is sooner. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 4. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide the District with a certificate naming the District, its officers, agents and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

**SECTION 5. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of



employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

**SECTION 6. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 7. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 8. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.



**SECTION 9. AMENDMENTS.** 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 the District and the Contractor.

**SECTION 10. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 11. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to Contractor:** SOLitude Lake Management, LLC  
6180 Idlewild Street  
Fort Myers, FL 33966  
Attn: Bill Kurth
- B. If to District:** Moody River Estates Community  
Development District  
9220 Bonita Beach Road, Suite 214  
Bonita Springs, Florida 34135  
Attn: District Manager
- With a copy to:** Hopping Green & Sams PA  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 12. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 13. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**SECTION 14. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 15. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lee County, Florida.

**SECTION 16. INDEMNIFICATION.**

- A. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 17. 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 18. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 19. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 20. PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Chuck Adams, ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copies within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records 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 the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF format.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, Gillyardd@WHHASSOCIATES.COM 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**SECTION 21. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining



portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 22. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 23. 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 the terms set forth in any of the attached exhibits conflict with the terms of this Agreement, the terms of this Agreement shall control.

**SECTION 24. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If the Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

Moody River Estates Community  
Development District

C. E. AL  
Secretary

She Meyer  
Chairman/Vice Chairman, Board of Supervisors

Witness:

SOLitude Lake Management, LLC  
[Contractor Name]

Cynthia Alessi  
Signature of Witness  
CYNTHIA ALESSI  
Print Name

By: William R Kurth

Print Name: Bill Kurth

Title: Director of Lake Management - Florida

- Exhibit A: Map of District Ponds
- Exhibit B: Scope of Services/Detailed Specifications
- Exhibit C: Fixed Structure Inspection Form
- Exhibit D: Bid Schedule
- Exhibit E: Florida Exotic Plant Council's List of Invasive Plant Species Category I & II

Blue 112 Approved by the Board  
5-0.

**EXHIBIT B**

**Scope of Services/Detailed Specifications**



**SECTION 6  
DETAILED SPECIFICATIONS**

- 6.01 **SCOPE OF WORK** - The contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete maintenance of water management areas as detailed below.

Each bidder shall submit one bid encompassing all proposal areas.

**MOODY RIVER ESTATES COMMUNITY DEVELOPMENT DISTRICT**

**EXISTING FACILITIES**

Exhibit "A" is a map showing the locations to be maintained by this contract.

6.02. **DETAILED SPECIFICATIONS**

1. **General.**

Work under this section includes furnishing all labor, supplies, equipment and materials, and performing all operations connected with the completion of required water management areas maintenance and monitoring of area ponds, as depicted within Exhibits "A", the size and locations of which shall be independently verified by Contractor. Various approved construction plans should be consulted for any variations from this list of requirements which may apply to individual wetland creation areas.

- The aquatic weed control program includes the mechanical removal or spraying of water management areas, as designated in Exhibit "A" accompanying this specification. These operations are for the removal of water hyacinths, cattails, broadleaf weeds and grasses, torpedo grass, Hydrilla and other noxious or invasive weeds, including bottom rooted aquatic weeds that are unsightly or may impede the flow of water in the lakes and flow ways.
- Algae is an ongoing problem and will be treated accordingly to District satisfaction as well as the aquatics mentioned above.
- Aquatic weeds mentioned above shall occupy no more than 1% of any lake, wetland, prairie, conservation area or flow way at any one time. Noxious plants are defined as any water borne plant that will, if not managed properly through chemical or mechanical means, over take the desirable aquatic plants causing an unbalance of the waterway ecology system.
- All non-beneficial & invasive lake bank grasses and weeds, including torpedo grass, will be controlled from the water bodies control elevation into the water body during all times of the year. During times of drought, when the water bodies recede, it will be required to keep these undesirable lake bank grasses and weeds eradicated from the exposed lake banks.
- Hydrilla, bladderwort, coontail, chara and other matting type aquatic plants shall be treated or removed immediately upon identification in the water body, either on the surface or below it.
- Thalyia shall be treated and removed immediately upon identification of all lake banks; Bull Rush shall be removed from the lake banks abutting residential property.



- The Contractor is required to make, at minimum, every other week visits to the site to insure the success of the Aquatic Weed Control Program. The Contractor shall make such additional site visits as required by the District to treat the District's Water Management System. Required additional visits shall be made within 24 hours of request from the Districts Resident Project Representative.
- Additionally, the operations shall include the removal of such exotic plants as Malaleuca, Brazilian Pepper, Australian Pines, Downy Rose Myrtle and all other exotic or invasive plant materials as identified on the latest Florida Exotic Pest Plant Council's list of Category I or II invasive and exotic species, as may be updated from time to time. (See Exhibit "B" attached)
- The Contractor is required to thoroughly maintain the wetland and wetland prairies at a minimum of twice per year (May & October) and/or as maybe required to insure compliance with permit, permit monitoring reporting and sound aesthetic management. Special care should be taken to insure that control measures do not disrupt the plant cover and diversity of adjacent mitigation areas, littoral shelves or vegetated pond banks.
- The Contractor shall avoid any treatments of U-4 during the nesting season of the Bald Eagle. (October/November thru April/May; depending on nest activity).

## 2. Pond Bank, Prairies and Littoral Zone Maintenance.

The Contractor will remove weeds, exotics and other nuisance vegetation from littoral zones. Additionally, these same weeds will be removed below the water level around the perimeters of the lakes, flow ways, wetlands and wetland prairies within the Exhibit "A". However, beneficial and "attractive" plant species should be allowed to develop in these shelves, pond banks, wetlands and wetland prairies. The Contractor will discuss with the District which species should be removed and which should be retained.

## 3. Fountain Maintenance

The Contractor will perform inspection and cleaning in accordance with the terms and conditions of this agreement.

- Semiannual (2) cleanings as required (approximately once every 180 days (September/March). Additional cleaning will be billed at time and materials. Detailed Inspection reports along with photo/date stamped picture documentation of each system shall be submitted to District Management upon completion.
- Inspections, cleaning, service and management reporting will be provided for the following:  

Lakes: 3, 4, 6, 8 thru 11, 15 & 16:	One (1) Aeration Jet Floating Fountain
Lake 12 & 21:	Two (2) Floating Fountains
- Service to be provided by the Contractor includes inspection and cleaning as follows:
  - A) Submersible Pump – Clean the pump intake screens.
  - B) Lights & Lenses – Scrape, Clean & Polish the Lights.
  - C) The Float – Clean all surfaces of the float.
  - D) Display Heads, Jets & Rings – Clean each part and disassemble the parts, as needed to clean orifice impediments.
  - E) Bulb Replacement – If bulb replacement is required during scheduled fountain maintenance, Contractor will automatically replace the bulb and charge the



District for parts cost only. If the bulbs are supplied by the District the Contractor may charge a fee for bulb replacement.

- Parts and special repairs are not included in this agreement. All repairs are to be done on a proposal basis only. Parts may be built separately. No more than 15% markup, with cost to contractor, will be accepted. All actions are subject to auditing review. Parts and repair costs, including replacement of light bulbs or gaskets may be invoiced separately.

4. **Aeration Maintenance.**

The Contractor will perform inspection and cleaning maintenance in accordance with the terms and conditions of this agreement.

- Semiannual (2) maintenance visits, as required approximately once every 180 days (September/March). Additional cleanings will be billed at time and materials. Detailed inspection reports to include photo/date stamped picture documentation of each system must be submitted to the District upon completion.
- Inspection and cleaning will be provided for all existing aeration systems, as follows:
  - Sixteen (16) Air 1 Systems for Lakes #1, 3 thru 8, and 10 thru 17 and Lake 20.
  - One (1) Air 2 System for Lake #2.
  - One (1) Air 3 System for Lake #9, 18 & 21.
- Compressor Services
  - Replace compressor head gasket, piston cups and/or vanes, as needed, to maintain required air volume and pressure output.
  - Adjust air manifold and pressure relief valves to insure optimal performance.
  - Replace external air filters twice per year.
  - Replace internal air filters once per year.
  - Clean muffler assembly and filter.
  - Check and adjust compressor, CFM and PSI calibrate pressure relief valve.
- Cabinet Services
  - Inspect and lubricate cooling fan.
  - Remove excessive grass/weed growth from around compressor cabinets(s) to maintain optimal air flow and operating temperatures.
  - Apply fire ant bait around cabinet, when necessary.
  - Clean cabinet interior.
  - Lubricate cabinet hinges and barrel lock.
  - Test and reset GFI circuitry.
- Diffuser Services
  - Flex clean and adjust each diffuser assembly, for proper air flow and optimal performance.
- Air Line Services
  - Inspect and repair, airline supply tubing and fittings.
- Parts and special repairs are not included in this agreement. All repairs are to be done on a proposal basis only. Parts may be built separately. No more than a 15% markup, with cost to contractor, will be accepted. All actions are subject to auditing review. Parts and repair costs may be invoiced separately.



5. **Fixed Structures Inspection and reporting.**

The Contractor shall review and report, annually, on the condition of the fixed structures within the storm water ponds, wetlands, prairies, conservation areas and flow-ways. The fixed structures shall include control structures, culverts and headwalls. The annual inspection shall be completed in May of each year (absolute low water conditions) and shall include, at minimum, the information required on the attached Fixed Structures Inspection Form. Forms shall be completed and submitted to the District no later than June 1<sup>st</sup> of each year.

6. **Miscellaneous Requirements.**

- The Contractor shall use only approved chemicals and methods. In the event a chemical or method is banned by a governing agency in the State of Florida, or the Federal Government, during the term of the contract, the Contractor shall continue work using other approved chemicals or methods.
- All weeds removed by physical or mechanical means shall be hauled away and shall be disposed of by the Contractor, unless otherwise arranged.
- The area to be treated includes all water surfaces and shall extend from the water's edge to the top of the bank on each side where vegetation exists.
- The Contractor shall use due care to avoid damage to adjacent lawns and shrubbery. The rate of application of chemicals shall be limited to avoid fish kills and unnecessary impacts to non-weedy or desirable wetland vegetation.
- The Contractor will make sure that nuisance aquatic vegetation is removed from all equipment prior to entry into ponds to preclude introduction of the weeds into other ponds.
- Trash and other foreign debris will be removed from each pond and mitigation area on at least a bi-weekly basis.

7. **Reports.**

The Contractor shall scan/email to the District, on a monthly basis for work completed the previous month, a report indicating the water management areas treated, chemicals used, condition of weed growth, number of men on the job site, and a summary of all agency required activities within mitigation areas. This report is also to include any observations of illicit discharge and lake bank erosion.

8. **Payment.**

The Contractor will be paid on or about the 25th day of each month for work accomplished to the time schedule during the previous month. Payment will be a pro-ration of the annual price for maintenance work outlined in the Bid Proposal section of this contract. Contractor is not allowed to invoice until work has been completed.

9. **Selection of Bid Items.**

In the event the bid prices exceed the funds available, the District reserves the right to delete certain items from the Schedule of Bid items before making the award of the contract. Additionally, certain facilities bid may not be ready for maintenance upon award of this bid,

therefore those items shall be withheld from monthly billing until maintenance is required and authorized by the District.

**10. Tools, Plants and Equipment.**

If at any time before the commencement or during the progress of the work, the equipment appears to the District to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Contractor to increase their efficiency, to improve the character, to augment their number or substitute new equipment, as the case may be, and the Contractor shall conform to such order; the failure of the District to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the contract and to the satisfaction of the District.

**11. Inspection.**

The work will be conducted under the direction of the District and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization by the District, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. Contractor "Manager", not applicator, shall attend the Aquatic Management meetings at a time and date to be mutually determined (at a frequency of not less than once a month). A ride through of the maintenance areas will be done at this time to check progress and correct problem areas.

**12. Acceptance of Finished Work.**

As needed, the District will make final inspection of the work covered by this contract when it is completed monthly.

**13. Contract Drawings and Specifications**

One (1) set of the drawings and specifications will be furnished to the Contractor without charge. Additional sets will be furnished upon request at the cost of reproduction.

**14. Qualifications.**

The Contractor shall be insured, licensed and certified by the State of Florida to apply aquatic and industrial herbicides. The Contractor assumes full responsibility for obtaining all permits required in the performance of this work. All contractor employees applying chemicals on the project shall have in their possession, at all times, an appropriate and current chemical applicators license.



**EXHIBIT D**

**Bid Schedule**

# MOODY RIVER ESTATES CDD

Maintenance of Water Management Areas  
Aquatic Management  
Bid Schedule

First Year - 9/1/18 thru 8/31/19			Second Year - 9/1/19 thru 8/31/20		
Description	I.D. #	12 Month Price	Description	I.D. #	12 Month Price
Lake	L-1	\$ 469.00	Lake	L-1	\$ 469.00
Lake	L-2	\$ 1266.00	Lake	L-2	\$ 1266.00
Lake	L-3	\$ 859.00	Lake	L-3	\$ 859.00
Lake	L-4	\$ 797.00	Lake	L-4	\$ 797.00
Lake	L-5	\$ 531.00	Lake	L-5	\$ 531.00
Lake	L-6	\$ 875.00	Lake	L-6	\$ 875.00
Lake	L-7	\$ 546.00	Lake	L-7	\$ 546.00
Lake	L-8	\$ 891.00	Lake	L-8	\$ 891.00
Lake	L-9	\$ 2000.00	Lake	L-9	\$ 2000.00
Lake	L-10	\$ 625.00	Lake	L-10	\$ 625.00
Lake	L-11	\$ 703.00	Lake	L-11	\$ 703.00
Lake	L-12	\$ 1304.00	Lake	L-12	\$ 1304.00
Lake	L-13	\$ 500.00	Lake	L-13	\$ 500.00
Lake	L-14	\$ 734.00	Lake	L-14	\$ 734.00
Lake	L-15	\$ 500.00	Lake	L-15	\$ 500.00
Lake	L-16	\$ 704.00	Lake	L-16	\$ 704.00
Lake	L-17	\$ 453.00	Lake	L-17	\$ 453.00
Lake	L-18	\$ 1063.00	Lake	L-18	\$ 1063.00
Lake	L-19	\$ 438.00	Lake	L-19	\$ 438.00
Lake	L-20	\$ 704.00	Lake	L-20	\$ 704.00
Lake	L-21	\$ 1690.00	Lake	L-21	\$ 1690.00
LAKES			LAKES		
SUBTOTAL		\$ 17,652.00	SUBTOTAL		\$ 17,652.00
Wetland/Upland	WL-1	\$ 2400.00	Wetland/Upland	WL-1	\$ 2400.00
Wetland/Upland	WL-1A	\$ 550.00	Wetland/Upland	WL-1A	\$ 550.00
Wetland/Upland	WL-2	\$ 2000.00	Wetland/Upland	WL-2	\$ 2000.00
Wetland/Upland	WL-2A	\$ 1000.00	Wetland/Upland	WL-2A	\$ 1000.00
Wetland/Upland	WL-3	\$ 2250.00	Wetland/Upland	WL-3	\$ 2250.00
Wetland/Upland	WL-3A	\$ 400.00	Wetland/Upland	WL-3A	\$ 400.00
Wetland/Upland	WL-4	\$ 1250.00	Wetland/Upland	WL-4	\$ 1250.00
Wetland/Upland	WL-5	\$ 1300.00	Wetland/Upland	WL-5	\$ 1300.00
Wetland/Upland	U-1	\$ 1400.00	Wetland/Upland	U-1	\$ 1400.00
Wetland/Upland	U-2	\$ 500.00	Wetland/Upland	U-2	\$ 500.00
Wetland/Upland	U-3	\$ 250.00	Wetland/Upland	U-3	\$ 250.00
Wetland/Upland	U-4	\$ 900.00	Wetland/Upland	U-4	\$ 900.00
Wetland/Upland	U-5	\$ 672.00	Wetland/Upland	U-5	\$ 672.00
Wetland/Upland	U-6	\$ 200.00	Wetland/Upland	U-6	\$ 200.00
WETLAND			WETLAND		
SUBTOTAL		\$ 15,072.00	SUBTOTAL		\$ 15,072.00
PRESERVE			PRESERVE		
SUBTOTAL		\$ N/A	SUBTOTAL		\$ N/A
Structure			Structure		
Review/Reporting		\$ 192.00	Review/Reporting		\$ 192.00
Aeration			Aeration		
Reporting		\$ 192.00	Reporting		\$ 192.00
Fountain			Fountain		
Reporting		\$ 192.00	Reporting		\$ 192.00
Grand Total 1st Year:		\$ 33,300.00	Grand Total 2nd Year:		\$ 33,300.00

**EXHIBIT A**

**Map of District Ponds**





**Barraco**  
and Associates, Inc.  
CIVIL ENGINEERING - LAND SURVEYING  
LAND PLANNING - LANDSCAPE ARCHITECTURE  
[www.barraco.net](http://www.barraco.net)  
2075 MIDWINTER BLVD., SUITE 100  
FORT MYERS, FLORIDA 33902-2800  
PHONE: (888) 663-2476  
FAX: (888) 663-2476  
FLORIDA CERTIFICATE OF AUTHORIZATION  
ENGINEERING PER - SURVEYING 00000000

**MOODY RIVER  
ESTATES  
COMMUNITY  
DEVELOPMENT  
DISTRICT**

**MOODY  
RIVER  
ESTATES**

LEE COUNTY, FLORIDA

Prepared by: [Signature]  
Checked by: [Signature]  
Reviewed by: [Signature]  
Date: 11/11/11

Scale: 1" = 100'

Plan Revisions:

Plan Sheet:

For Entry Only:

CDD MAINTENANCE  
EXHIBIT

Printed at: 11/11/11

22998

EX.



**EXHIBIT E**

**Florida Exotic Plant Council's List of Invasive Plant Species Category I & II**

## CATEGORY II (continued)

Scientific Name**	Common Name	Gov. List	Zone
<i>Tradescantia spathulacea</i> ( <i>Rhoeo spathulacea</i> , <i>Rhoeo discolor</i> )	oyster plant	C, S	
<i>Tribulus cistoides</i>	puncture vine, burr-nut	N, C, S	
<i>Vitex trifolia</i>	simple-leaf chaste tree	C, S	
<i>Washingtonia robusta</i>	Washington fan palm	C, S	
<i>Wisteria sinensis</i>	Chinese wisteria	N, C	
<i>Xanthosoma sagittifolium</i>	malanga, elephant ear	N, C, S	

### Recent changes to plant names

Old Name	New Name
<i>Aleurites fordii</i>	<i>Vernicia fordii</i>
<i>Aristolochia littoralis</i>	<i>Aristolochia elegans</i>
<i>Bracharia mutica</i>	<i>Urochloa mutica</i>
<i>Hibiscus tiliaceus</i>	<i>Talipariti tiliaceus</i>
<i>Macfadyena unguis-cati</i>	<i>Dolichandra unguis-cati</i>
<i>Melaleuca viminalis</i>	<i>Callistemon viminalis</i>
<i>Panicum maximum</i>	<i>Urochloa maxima</i>
<i>Phymatosorus scolopendria</i>	<i>Microsorium grossum</i>
<i>Sapientia sebiferum</i>	<i>Triplaris sebifera</i>
<i>Wedelia trilobata</i>	<i>Sphagneticola trilobata</i>

Current nomenclature can be found at  
[florida.plantatlas.usf.edu](http://florida.plantatlas.usf.edu)

\*\*Plant names are those published in "Guide to Vascular Plants of Florida Third Edition," Richard P. Wunderlin and Bruce F. Hansen, University of Florida Press, 2011. Plant names in parentheses are synonyms or misapplied names that have commonly occurred in the literature and/or indicate a recent name change. Not all synonyms are listed.

**FLEPPC List Definitions:** *Exotic* – a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida. *Native* – a species whose natural range includes Florida. *Naturalized* *exotic* – an exotic that sustains itself outside cultivation (it is still exotic; it has not "become" native). *Invasive* *exotic* – an exotic that not only has naturalized, but is expanding on its own in Florida native plant communities.

### Abbreviations: Government List (Gov. List):

Possession, propagation, sale, and/or transport of these plants is regulated by: F=Florida Department of Agriculture and Consumer Services; U=United States Department of Agriculture

**Zone:** N = north, C = central, S = south, referring to each species' general distribution in regions of Florida (not its potential range in the state). Please refer to the adjacent map.



### Citation example

FLEPPC. 2017. List of Invasive Plant Species. Florida Exotic Pest Plant Council. Internet: [www.fleppc.org](http://www.fleppc.org)

### Daniel F. Austin and Daniel B. Ward

Daniel F. Austin (2015) and Daniel B. Ward (2016) recently passed away. Both Dons were instrumental in maintaining, managing, and providing insight into Florida's many invasive plants. They first volunteered for this effort before it was even formalized as the FLEPPC, participating from that beginning through retirement. Their sage comments and wit are missed.

## The 2017 list was prepared by the FLEPPC Plant List Committee

Patricia L. Howell, Chair 2012-2017, Broward County Parks, Natural Resources and Land Management Section, [phowell@broward.org](mailto:phowell@broward.org)

Stephen H. Brown, UF / IFAS Lee County Extension, Parks and Recreation Division, [brownsh@leegov.com](mailto:brownsh@leegov.com)

Janice Duquesnel, Florida Park Service, Florida Department of Environmental Protection, [janice.duquesnel@dep.state.fl.us](mailto:janice.duquesnel@dep.state.fl.us)

David W. Hall, Private Consulting Botanist and Author, [tolkos@aol.com](mailto:tolkos@aol.com)

Roger L. Hammer, Retired Naturalist and Author, [kaskazi44@comcast.net](mailto:kaskazi44@comcast.net)

Colette C. Jacono, Florida Museum of Natural History, [colettej@ufl.edu](mailto:colettej@ufl.edu)

Kenneth A. Langeland, Interim Chair, 2017, Professor Emeritus, University of Florida / IFAS, Center for Aquatic and Invasive Plants, [gator8@ufl.edu](mailto:gator8@ufl.edu)

Chris Lockhart, Habitats Specialist, Inc., [chris@lockhart.org](mailto:chris@lockhart.org)

Jean McCollom, Natural Ecosystems, [jeanm@naples.net](mailto:jeanm@naples.net)

Gil Nelson, Professor Emeritus, Florida State University / iDigBio, [gnelson@bio.fsu.edu](mailto:gnelson@bio.fsu.edu)

Jimi L. Sadle, Everglades National Park, [jimi\\_sadle@nps.gov](mailto:jimi_sadle@nps.gov)

Jessica Spencer, US Army Corp of Engineers, [jessica.e.spencer@usace.army.mil](mailto:jessica.e.spencer@usace.army.mil)

Arthur Stiles, Florida Park Service, Florida Department of Environmental Protection, [arthur.stiles@dep.state.fl.us](mailto:arthur.stiles@dep.state.fl.us)

Daniel B. Ward, Professor Emeritus, University of Florida Department of Botany (Deceased)

Richard P. Wunderlin, Professor Emeritus, University of South Florida, Institute for Systematic Botany, [rwunderl@usf.edu](mailto:rwunderl@usf.edu)

## Florida Exotic Pest Plant Council's 2017 List of Invasive Plant Species

The mission of the Florida Exotic Pest Plant Council is to support the management of invasive exotic plants in Florida's natural areas by providing a forum for the exchange of scientific, educational and technical information. [www.fleppc.org](http://www.fleppc.org)

Note: The FLEPPC List of Invasive Plant Species is not a regulatory list. Only those plants listed as Federal Noxious Weeds, Florida Noxious Weeds, Florida Prohibited Aquatics Plants, or in local ordinances are regulated by law.

### Purpose of the List

To provide a list of plants determined by the Florida Exotic Pest Plant Council to be invasive in natural areas of Florida and to routinely update the list based on information of newly identified occurrences and changes in distribution over time. Also, to focus attention on –

- the adverse effects exotic pest plants have on Florida's biodiversity and native plant communities,
- the habitat losses in natural areas from exotic pest plant infestations,
- the impacts on endangered species via habitat loss and alteration,
- the need for pest-plant management,
- the socio-economic impacts of these plants (e.g., increased wildfires or flooding in certain areas),
- changes in the severity of different pest plant infestations over time,
- providing information to help managers set priorities for research and control programs.



[www.fleppc.org](http://www.fleppc.org)

For more information on invasive exotic plants, including links to related web pages, visit  
[www.fleppc.org](http://www.fleppc.org)



## CATEGORY I

Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.

Scientific Name**	Common Name	Gov. List	Zone	Scientific Name**	Common Name	Gov. List	Zone
<i>Alnus precatensis</i>	rosary pea	F	C, S	<i>Melinis repens</i>	Natal grass	N, C, S	
<i>Acacia auriculiformis</i>	carleak acacia		C, S	<i>(Rhinchelytrum repens)</i>			
<i>Albizia julibrissin</i>	silky tree	N, C		<i>Microstegium vimineum*</i>	Japanese stiltgrass	N	
<i>Albizia lebbekii</i>	woman's tongue	C, S		<i>Mimosa pigra</i>	catclaw mimosa	F, U	C, S
<i>Ardisia crenata</i>	coral ardisia	F	N, C, S	<i>Nandina domestica</i>	nandina, heavenly bamboo	N, C	
<i>Ardisia elliptica</i>	shoebutton ardisia	F	C, S	<i>Nephrolepis brownii</i>	Asian sword fern	C, S	
<i>Asparagus arthropicus</i>	asparagus fern	N, C, S		<i>(N. multiflora)</i>			
<i>(A. sprengeri, A. densiflorus)</i>				<i>Nephrolepis cordifolia</i>	sword fern	N, C, S	
<i>Bauhinia variegata</i>	orchid tree		C, S	<i>Nerandra reynaudiana</i>	kurma reed	F	S
<i>Bischofia javanica</i>	bishopwood		C, S	<i>Nymphoides cristata</i>	crested floating heart	F	C, S
<i>Calophyllum amillanum</i>	Santa Maria, must wood		S	<i>Passiflora cradassana</i>	sewer vine	F	S
<i>(C. calab)</i>				<i>Passiflora foetida</i>	skunk vine	F	N, C, S
<i>Casuarina equisetifolia</i>	Australian-pine	F	N, C, S	<i>Panicum repens</i>	torpedo grass	N, C, S	
<i>Casuarina glauca</i>	suckering Australian-pine	F	C, S	<i>Pennisetum purpureum</i>	Napier grass, elephant grass	N, C, S	
<i>Cinnamomum camphora</i>	camphor tree	N, C, S		<i>Phymatosorus scolopendria</i>	serpent fern, war fern	S	
<i>Colocasia esculenta</i>	wild taro	N, C, S		<i>(M. scolopendria)</i>			
<i>Colubrina asiatica</i>	lather leaf	F	S	<i>Psidium cattleianum</i>	water-lettuce	F	N, C, S
<i>Cupanopsis anacardioides</i>	carrotwood	F	C, S	<i>(P. littorale)</i>	strawberry guava	C, S	
<i>Deparia petersenii</i>	Japanese false spleenwort	N, C		<i>Psidium guajava</i>	guava	C, S	
<i>Dioscorea alata</i>	winged yam	F	N, C, S	<i>Pueraria montana var. lobata</i>	kudzu	F	N, C, S
<i>Dioscorea bulbifera</i>	air-potato	F	N, C, S	<i>Rhynchospora tomentosa</i>	downy rose-myrtle	C, S	
<i>Eichhornia crassipes</i>	water-hyacinth	F	N, C, S	<i>Ruellia simplex</i>	Mexican-petunia	N, C, S	
<i>Eugenia uniflora</i>	Souram cherry		C, S	<i>Salvinia minima</i>	water spangles	N, C, S	
<i>Ficus microcarpa</i>	laurel fig		C, S	<i>Sapium sebiferum</i>	popcorn tree	N, C, S	
<i>(F. utida and F. retusa var. nitida)</i>				<i>(Tradescantia virginiana)</i>	Chinese tallow tree		
<i>Hydrilla verticillata</i>	hydrilla	F, U	N, C, S	<i>Scorola taccada</i>	half-flower, beach naupaka	N, C, S	
<i>Hydrophyla polysperma</i>	green hygro	F, U	N, C, S	<i>(S. sericea, S. frutescens)</i>			
<i>Hymenocallis amplexicaulis</i>	West Indian marsh grass	N, C, S		<i>Schefflera actinophylla</i>	schefflera, Queensland umbrella tree	C, S	
<i>Imperata cylindrica</i>	cogon grass	F, U	N, C, S	<i>(Brassia actinophylla)</i>			
<i>Ipomoea aquatica</i>	water-spinach	F, U	C	<i>Schinus molle</i>	Brazilian-pepper	F	N, C, S
<i>Jasminum dichotomum</i>	Gold Coast jasmine		C, S	<i>Scleria lacustris</i>	Wright's nutrush	C, S	
<i>Jasminum fluminense</i>	Brazilian jasmine		C, S	<i>Senna pendula var. glabrata</i>	Christmas cassia, Christmas senna	C, S	
<i>Lantana camara</i>	lantana, shrub verbena	N, C, S		<i>Solanum tampicense</i>	wetland nightshade	F, U	C, S
<i>(L. strigocamara)</i>				<i>Solanum torvum</i>	tropical soda apple	F, U	N, C, S
<i>Ligustrum lucidum</i>	glossy privet		N, C	<i>Sporobolus jacquemontii</i>	West Indian dropseed	C, S	
<i>Ligustrum sinense</i>	Chinese privet	F	N, C, S	<i>(S. indicus var. pyramidalis)</i>			
<i>Lonicera japonica</i>	Japanese honeysuckle	N, C, S		<i>Synedrella nodiflora</i>	arrowhead vine	N, C, S	
<i>Ludwigia hexapetala</i>	Uruguay waterprimrose	N, C		<i>Syzgium cumini</i>	Java-plum	C, S	
<i>Ludwigia peruviana</i>	Peruvian primrosewillow	N, C, S		<i>Tectaria indica</i>	uncured halberd fern	S	
<i>Lumnitzera racemosa</i>	black mangrove	S		<i>Thelypteris opulenta*</i>	jeweled maiden fern	S	
<i>Luziola subintegra</i>	tropical American watergrass		S	<i>Thespesia populnea</i>	seaside mahoe	C, S	
<i>Lygodium japonicum</i>	Japanese climbing fern	F	N, C, S	<i>Tradescantia fluminensis</i>	small-leaf spiderwort	N, C	
<i>Lygodium microphyllum</i>	Old World climbing fern	F, U	N, C, S	<i>Urena lobata</i>	Caesar's weed	N, C, S	
<i>Macfadyena unguis-cati</i>	catclawvine		N, C, S	<i>Urochloa mutica</i>	para grass	N, C, S	
<i>(Dolichandra unguis-cati)</i>				<i>(Urochloa mutica)</i>			
<i>Mimbalara zapota</i>	sapodilla	S		<i>Vitex rotundifolia</i>	beach vitex	N	
<i>Melaleuca quinquenervia</i>	melaucou, paper bark	F, U	C, S				

\*Does not include *Ficus microcarpa* subsp. *javanica*, which is sold as "Green Island Ficus."

\*\*Many names are applied to this species in Florida because of a complicated taxonomic and nomenclatural history. Plants cultivated in Florida, all representing the same invasive species, have in the past been referred to as *Ruellia brittaniana*, *R. tweediana*, *R. caerulea*, and *R. simplex*.

\*Chinese privet is a FLDACS Noxious Weed except for the cultivar 'Variegatum'.

\*Added to the FLEPPC List of Invasive Plant Species in 2017.

\*\*Plant names are those published in "Guide to Vascular Plants of Florida Third Edition," Richard P. Wunderlin and Bruce F. Hansen. University of Florida Press, 2011. Plant names in parentheses are synonyms or misapplied names that have commonly occurred in the literature or indicate a recent name change. Not all synonyms are listed.

## CATEGORY II

Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category I species. These species may become ranked Category I if ecological damage is demonstrated.

Scientific Name**	Common Name	Gov. List	Zone	Scientific Name**	Common Name	Gov. List	Zone
<i>Adenanthera pavonina</i>	red sandalwood		S	<i>Landoltia punctata</i>	spotted duckweed	N, C, S	
<i>Agave sisalana</i>	sisal hemp	C, S		<i>Leucaena leucocephala</i>	lead tree	F	N, C, S
<i>Alcornoque jordi</i>	tung-oil tree	N, C		<i>Limnophila sessiliflora</i>	Asian marshweed	F, U	N, C, S
<i>(Vernicia fordii)</i>				<i>Lythrum chinensis</i>	Chinese lan palm	C, S	
<i>Alstonia macrophylla</i>	devil tree	S		<i>Macroptilium lathyroides</i>	phasey bean	N, C, S	
<i>Alternanthera philoxeroides</i>	alligator-weed	F	N, C, S	<i>Melina azedach</i>	Chinaberry	N, C, S	
<i>Antigonon leptopus</i>	coral vine	N, C, S		<i>Melinis minutiflora</i>	molasses grass	C, S	
<i>Ardisia japonica</i>	Japanese ardisia	N		<i>Merremia tuberosa</i>	wood-rose	C, S	
<i>Aristolochia litoralis</i>	elegant Dutchman's pipe, calico flower	N, C, S		<i>Mikania micrantha</i>	mile-a-minute vine	F, U	S
<i>(A. elegans)</i>				<i>Momordica charantia</i>	balsam apple	N, C, S	
<i>Asystasia gangetica</i>	Ganges primrose	C, S		<i>Murraya paniculata</i>	orange-jessamine	S	
<i>Begonia cucullata</i>	wax begonia	N, C, S		<i>Myriophyllum spicatum</i>	Eurasian water-milfoil	F	N, C, S
<i>Bravaisia papilionifera</i>	paper mulberry	N, C, S		<i>Panicum maximum</i>	Guinea grass	N, C, S	
<i>Bryonia gymnorhiza</i>	large-leaved mangrove	S		<i>(Urochloa maxima)</i>			
<i>Callistemon viminalis</i>	bottlebrush	C, S		<i>Passiflora biflora</i>	two-flowered passion vine	S	
<i>(Melaleuca viminalis)</i>				<i>Pennisetum setaceum</i>	green fountain grass	C, S	
<i>Callisia fragrans</i>	inch plant, spironema	C, S		<i>Pennisetum polystachyon*</i>	mission grass	C, S	
<i>Casuarina cunninghamiana</i>	Australian pine	F	C, S	<i>(Cenchrus polystachyon)</i>	West Indian Pennisetum		
<i>Cecropia palmata</i>	trumpet tree	S		<i>Phoenix reclinata</i>	Senegal date palm	C, S	
<i>Cestrum aurantium</i>	day jessamine	C, S		<i>Phyllostachys aurea</i>	golden bamboo	N, C	
<i>Chamaecrista coccinea</i>	hambro palm	S		<i>Pitiosporum perianthum</i>	Taiwanese cheesewood	S	
<i>Clematis terniflora</i>	Japanese clematis	N, C		<i>Platycentrum bifurcatum*</i>	common staghorn fern	S	
<i>Cocos nucifera</i>	coconut palm	S		<i>Praxelis clematidea</i>	praxelis	C	
<i>Crassocephalum crepidioides</i>	redflower tagelale, Okinawa spinach	C, S		<i>Pteris vittata</i>	Chinese brake fern	N, C, S	
<i>Cryptostegia madagascariensis</i>	rubber vine	C, S		<i>Psychosperma elegans</i>	saltwater palm	S	
<i>Cyperus involutus</i>	umbrella plant	C, S		<i>Richardia grandiflora</i>	large flower Mexican clover	N, C, S	
<i>(C. alternifolius)</i>				<i>Ricinus communis</i>	castor bean	N, C, S	
<i>Cyperus prolixus</i>	dwarf papyrus	C, S		<i>Rotula rotundifolia</i>	roundleaf toothcup	S	
<i>Dactyloctenium aegyptium</i>	Durban crowfoot grass	N, C, S		<i>Ruellia blechum</i>	green shrimp plant	N, C, S	
<i>Dalbergia sissoo</i>	Indian rosewood, sussoo	C, S		<i>(Blechnum brownii)</i>	Brownie's blechnum		
<i>Elaeagnus pungens</i>	silverthorn, thorny olive	N, C		<i>Santveria hyacinthoides</i>	bowstring hemp	C, S	
<i>Elaeagnus umbellata</i>	silverberry, autumn olive	N		<i>Sesbania punicea</i>	rattlebox	N, C, S	
<i>Euphorbia pulcherrima</i>	pothos	C, S		<i>Sida planiculis*</i>	mata-paso	C, S	
<i>(E. pulcherrima)</i>				<i>Solanum elaeagnifolium</i>	two-leaf nightshade	N, C, S	
<i>Euphorbia graminea</i>	Chinese crown orchid	C, S		<i>Solanum torvum</i>	turkeyberry	F, U	N, C, S
<i>Ficus altissima</i>	false banyan, council tree	S		<i>Spermacoce verticillata</i>	shrubby false buttonweed	C, S	
<i>Ficoultia indica</i>	governor's plum	S		<i>Splachnaceae trilobata</i>	wedelia, creeping oxeye	N, C, S	
<i>Hemarthra alissima</i>	limpo grass	C, S		<i>(Wedelia trilobata)</i>			
<i>Heteropteryx brachiata</i>	red wing, beechey's withe	S		<i>Stachytarpheta jamaicensis</i>	nettle-leaf porterweed	S	
<i>Hyparrhenia rufa</i>	jaraguá	N, C, S		<i>(S. urticifolia)</i>			
<i>Ipomoea carnea</i> ssp. <i>jastolosa</i>	shrub morning-glory	F	C, S	<i>Swartzia romanzoffiana</i>	queen palm	C, S	
<i>(I. fistulosa)</i>				<i>(Arecaria romanzoffiana)</i>			
<i>Kalanchoe x haughtoni*</i>	mother-of-millions	N, C, S		<i>Syzygium jambos</i>	Malabar plum, rose-apple	N, C, S	
<i>Kalanchoe pinnata</i>	life plant	C, S		<i>Talipariti nilaccum</i>	mahoe, sea hibiscus	C, S	
<i>(Bryophyllum pinnatum)</i>				<i>(Tilipariti nilaccum)</i>			
<i>Koeberlinia elegans</i>	flamegold tree	C, S		<i>Terminalia catappa</i>	tropical-almond	C, S	
				<i>Terminalia muelleri</i>	Australian-almond	C, S	

continued



**EXHIBIT C**

**Fixed Structure Inspection Form**  
**MOODY RIVER ESTATES CDD**

**Fixed Structure Inspection Form**  
(to be filled out for each structure regardless of findings)

**Date:** \_\_\_\_\_

**Structure I.D.:** \_\_\_\_\_

**Type of Structure:** \_\_\_\_\_

(I.e. control structure, headwall etc.)

**Structural Inspection:**

To include digital photo with brief narrative identifying any observed damage or deterioration that is considered to be above and beyond normal wear and tear

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**Functional Inspection:**

To include digital photo with brief narrative identifying any conditions that may be having a negative impact on the functionality of the structure (I.e. sediment in the bottom of a culvert and the estimated percentage of pipe plugged)

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**Additional Conditions Observed:**

To include photos, as appropriate, with brief narrative identifying any additional conditions that may have an impact on the structure

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Photo Numbers that correspond with this report: \_\_\_\_\_

**MOODY RIVER ESTATES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8**

# Moody River Estates

## Financial Highlights Report

3/31/20

### General Fund

#### Revenues

Special Assessment levy – At 96% Month to Date (MTD). Historically typical percentage expected to date as property tax bills are sent out the first week of November, most of which are paid by the end of November (with property owners taking full 4% discount) and the majority received from the County be early to mid-December. This has occurred once again this year.

**Expenditures** (through end of March straight proration is 39%, which is 11% below average year to date)

Audit – At 115% the annual audit has been completed and will be presented to the Board upon receipt.

Insurance- At 100% is a once a year expense typically occurring in October.

Annual District Filing Fee- At 100% is a once a year active status filing with the State of Florida and typically is occurring in October/November.

Water Management/Other Contractual – At 29% includes monthly lake maintenance through April, fountain repairs totaling \$7,239.00. Bank Restoration projects to Lakes 9 & 13 for \$51,125.00 will be reflected in your April financials.

Aqua-scaping- At 83% is due to planting of Lakes 7 & 14 after completion of bank restoration repairs. Planting for lakes 9 & 13 will be scheduled when funds are available, most likely under the 20/21 budget.

Tax Collector- At 144%, this expenditure is directly related to the cost of collecting the Districts special assessment on roll revenue.

### Debt Service Funds

#### Revenues

Special Assessment levy- At 95% Month to Date (MTD) with the majority received in December as a result of payers taking advantage of the early discount (4%).

#### Expenditures

Principal – At 0% is paid May 1<sup>st</sup> of each year.

Interest – At 50% of annual interest expense is paid each November 1<sup>st</sup>, with the other 50% plus the annual Principle amount being paid each May 1<sup>st</sup>.

**MOODY RIVER ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MARCH 31, 2020**

**MOODY RIVER ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
MARCH 31, 2020**

	Major Funds		Total
	General	Debt Service Series 2017 A1 & A2	Governmental Funds
<b>ASSETS</b>			
Cash - SunTrust	\$ 242,949	\$ -	\$ 242,949
Investments			
Revenue 2017A1 & A2	-	666,571	666,571
Reserve 2017A1*	-	271,783	271,783
Reserve 2017A2*	-	82,758	82,758
Reserve sub 2017A1 & A2*	-	103,675	103,675
COI	-	4,822	4,822
Due from other funds			
General	-	10,515	10,515
Total assets	<u>\$ 242,949</u>	<u>\$ 1,140,124</u>	<u>\$ 1,383,073</u>
<b>LIABILITIES AND FUND BALANCES</b>			
<b>Liabilities:</b>			
Accounts payable	\$ 1,000	\$ -	\$ 1,000
Due to other funds			
Debt service	10,515	-	10,515
Total liabilities	<u>11,515</u>	<u>-</u>	<u>11,515</u>
<b>Fund Balances:</b>			
Restricted for:			
Debt service	-	1,140,124	1,140,124
Unassigned	231,434	-	231,434
Total fund balances	<u>231,434</u>	<u>1,140,124</u>	<u>1,371,558</u>
Total liabilities and fund balances	<u>\$ 242,949</u>	<u>\$ 1,140,124</u>	<u>\$ 1,383,073</u>

\*These Reserve Accounts are specifically for the noted Debt Service Funds and may not be used for any other purpose."



**MOODY RIVER ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED MARCH 31, 2020**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 5,033	\$ 276,761	\$ 289,112	96%
Interest and miscellaneous	8	51	-	N/A
Total revenues	<u>5,041</u>	<u>276,812</u>	<u>289,112</u>	96%
<b>EXPENDITURES</b>				
<b>Professional &amp; admin</b>				
Supervisor	-	1,507	6,459	23%
Management	3,734	22,401	44,802	50%
Accounting services	728	4,371	8,742	50%
Audit	5,050	5,800	5,050	115%
Assessment roll services	1,073	6,437	12,875	50%
Arbitrage rebate calculations	-	750	1,200	63%
Dissemination agent	84	500	1,000	50%
Trustee	-	3,709	3,709	100%
Legal - general counsel	-	2,121	12,000	18%
Engineering	731	731	4,000	18%
Postage	307	982	1,250	79%
Telephone	42	250	500	50%
Insurance	-	6,193	6,200	100%
Printing & binding	92	550	1,100	50%
Legal advertising	246	1,170	1,000	117%
Other current charges	56	324	750	43%
Office supplies	158	158	-	N/A
Website	-	-	750	0%
ADA website compliance	-	199	200	N/A
Annual district filing fee	-	175	175	100%
Total professional & admin	<u>12,301</u>	<u>58,328</u>	<u>111,762</u>	52%
<b>Water management</b>				
Other contractual	3,430	21,111	110,000	19%
Utilities	4,040	19,300	41,000	47%
Aquascaping	-	4,171	5,000	83%
Total water management	<u>7,470</u>	<u>44,582</u>	<u>156,000</u>	29%
<b>Other fees and charges</b>				
Property appraiser	-	777	844	92%
Tax collector	-	1,822	1,266	144%
Total other fees and charges	<u>-</u>	<u>2,599</u>	<u>2,110</u>	123%
Total expenditures	<u>19,771</u>	<u>105,509</u>	<u>269,872</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	(14,730)	171,303	19,240	
Fund balance - beginning	246,164	60,131	58,911	
Fund balance - ending	<u>\$ 231,434</u>	<u>\$ 231,434</u>	<u>\$ 78,151</u>	

**MOODY RIVER ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2017A-1 and 2017A-2  
FOR THE PERIOD ENDED MARCH 31, 2020**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 10,515	\$ 574,424	\$ 604,125	95%
Interest	1,030	5,098	-	N/A
Total revenues	<u>11,545</u>	<u>579,522</u>	<u>604,125</u>	96%
<b>EXPENDITURES</b>				
Principal	-	-	310,000	0%
Interest	-	144,575	289,150	50%
Total expenditures	<u>-</u>	<u>144,575</u>	<u>599,150</u>	24%
Excess/(deficiency) of revenues over/(under) expenditures	11,545	434,947	4,975	
Fund balance - beginning	1,128,579	705,177	702,341	
Fund balance - ending	<u>\$ 1,140,124</u>	<u>\$ 1,140,124</u>	<u>\$ 707,316</u>	

**MOODY RIVER ESTATES**  
**COMMUNITY DEVELOPMENT DISTRICT**

9

**MINUTES OF MEETING  
MOODY RIVER ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Moody River Estates Community Development District held a Public Hearing and Regular Meeting on January 9, 2020 at 6:00 p.m., in the Clubhouse at Moody River Estates, 3050 Moody River Blvd., North Fort Myers, Florida 33903.

**Present and constituting a quorum were:**

Chris Jenner	Chair
Elizabeth Keeler	Vice Chair
William Keeler	Assistant Secretary
Paul Hoffman	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	Assistant Regional Manager
Sarah Sandy (via telephone)	District Counsel
Wes Kayne	District Engineer
John Teckorius	HOA President
Teresa S.	Resident

## FIRST ORDER OF BUSINESS

## Call to Order/Roll Call

Mrs. Adams called the meeting to order at 6:02 p.m. Supervisors Jenner, Hoffman, William Keeler and Elizabeth Keeler were present, in person. Supervisor Geltner was not present.

## SECOND ORDER OF BUSINESS

### Public Comments (*agenda items*)

There being no public comments, the next item followed.

**THIRD ORDER OF BUSINESS**

**Public Hearing to Hear Public Comments and Objections to the Adoption of the Amended and Restated Rules of Procedure, Pursuant to Sections 190.11(5), 190.011(15) and 190.035, Florida Statutes (2019)**

Ms. Sandy presented the Amended and Restated Rules of Procedure, which were discussed at the last meeting.

**On MOTION by Ms. Keeler and seconded by Mr. Keeler, with all in favor, the Public Hearing was opened.**

No members of the public spoke.

**On MOTION by Mr. Keeler and seconded by Ms. Keeler, with all in favor, the Public Hearing was closed.**

**A. Affidavits of Publication**

- **Notice of Rule Development**
- **Notice of Rule Making**

The affidavits of publication were included for informational purposes.

**B. Consideration of Resolution 2020-02, Adopting Amended and Restated Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date**

Mrs. Adams stated that Mr. Geltner advised her that he had numerous questions about the Rules of Procedure and wanted the Chair to consider deferring this item to another date. Mr. Jenner felt that it was best to proceed because District Counsel was previously engaged to make the proposals. Discussion ensued regarding the Resolution, questions raised at the previous meeting and Mr. Geltner's request. Mr. Adams stated that the Rules of Procedure could be revisited if there are lingering concerns or anything material that was not satisfactorily answered.

Mr. Jenner presented Resolution 2020-02.

On MOTION by Mr. Keeler and seconded by Ms. Keeler, with all in favor, Resolution 2020-02, Adopting Amended and Restated Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date, was adopted.

**FOURTH ORDER OF BUSINESS****Discussion: CDD Newsletter**

Mr. Jenner asked if a motion was necessary regarding the CDD newsletter. Mrs. Adams stated a motion is not required because the newsletter was implemented three years ago and, since then, Staff has produced the annual newsletter. The Board recently asked to include resident articles in the newsletter, which is distributed every March. All articles should be forwarded to Management by the end of January. A Board Member pointed out a typographical error in the "Lake Bank Restoration Program" section of the newsletter and asked if a map link of the property could be inserted in future newsletters. The following changes were made:

Page 2, Lake Bank Restoration Program, first paragraph: Change "6-19" to "16-19"

Page 2, Lake Bank Restoration Program: Add a link to CDD maps.

**FIFTH ORDER OF BUSINESS****Acceptance of Unaudited Financial Statements as of November 30, 2019**

Mrs. Adams presented the Unaudited Financial Statements as of November 30, 2019. Assessment revenue collections were at 26%.

On MOTION by Ms. Keeler and seconded by Mr. Keeler, with all in favor, the Unaudited Financial Statements as of November 30, 2019, were accepted.

**SIXTH ORDER OF BUSINESS****Approval of October 17, 2019 Regular Meeting Minutes**

14:11 Mrs. Adams presented the October 17, 2019 Regular Meeting Minutes. The following changes were made:

Line 25 and throughout: Change "Walker" to "Wachter"

Line 28: Change "Patty Wacher" to "Patti Wachter"

Line 29: Insert "Teresa S."

107 Line 50: Insert "all"

108 Line 158: Change "District Counsel" to "Mr. Kayne"

109 District Counsel additionally read comments into the record.

110 **On MOTION by Mr. Keeler and seconded by Ms. Keeler, with all in favor, the**  
111 **October 17, 2019 Regular Meeting Minutes, as amended, were approved.**

112

113

114 • **Action Items**

115 Items 24, 26, 29, 30, 35 and 40 were completed.

116 Items 1, 2, 3, 9 and 39 were ongoing.

117 In response to a Board Member's question, Mrs. Adams stated that the lake bank  
118 restoration projects were not scheduled yet but would be reflected once scheduled. The  
119 fountains and aeration schedules are prepared periodically and reflected on a spreadsheet.

120

121 **SEVENTH ORDER OF BUSINESS**

**Staff Reports**

122

123 **A. District Counsel: *Hopping Green & Sams, P.A.***

124 Ms. Sandy reported the following:

125 ➤ Regarding liability/fire hazards in the preserves, the SFWMD advised that there was no  
126 formal permission needed to remove fire hazard from the conservation areas, as it would be  
127 considered maintenance. But, if a gap was left, the CDD would have to replant. It is advised the  
128 District meet the SFWMD representative onsite to confirm.

129 Mrs. Adams stated that, in her experience, the South Florida Water Management  
130 District (SFWMD) has never allowed individuals to enter a preserve to remove any vegetation or  
131 debris without an Engineer's Report. Mr. Kayne clarified that the SFWMD's Environmental  
132 Enforcement agent for the area stated that it is allowable for CDDs or HOAs to engage  
133 contractors who know what vegetation can and cannot be removed from the preserves, with  
134 regard to fuel load debris. He recommended that Management invite a SFWMD agent to  
135 inspect the area, prior to having any debris removed. Discussion ensued regarding debris  
136 removal in the preserves, replanting costs, the fire zone, etc.

137 **B. District Engineer: *Barraco & Associates, Inc.***

There being no report, the next item followed.

**C. District Manager: *Wrathell, Hunt & Associates, LLC***

- **NEXT MEETING DATE: March 12, 2020 at 6:00 P.M.**

- **QUORUM CHECK**

**D. Operations Manager: *Wrathell, Hunt & Associates, LLC***

- **Monthly Status Report – Field Operations**

- **Key Activity Dates**

Mrs. Adams presented the January 2020 Key Activity Dates and pointed out that a perimeter berm review was scheduled for February 3, 2020 at 9:00 a.m., at the Clubhouse. Mr. Keeler was designated to join Mr. and Mrs. Adams in overseeing the review.

Supervisors Jenner, Hoffman, William J. Keeler and Elizabeth Keeler confirmed their attendance at the March 12, 2020 meeting.

Mr. Adams stated the audit was underway and would be presented at the May meeting.

**EIGHTH ORDER OF BUSINESS**

**Public Comments (*non-agenda items*)**

There being no public comments, the next item followed.

**NINTH ORDER OF BUSINESS**

**Supervisor's Requests**

Ms. Keeler stated that two residents were in attendance, including the HOA President, and noted that, due to a conflict, she could not attend the next HOA meeting.

**TENTH ORDER OF BUSINESS**

**Adjournment**

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

**On MOTION by Mr. Keeler and seconded by Mr. Hoffman, with all in favor, the meeting adjourned at 6:45 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



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Secretary/Assistant Secretary

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Chair/Vice Chair

**MOODY RIVER ESTATES CDD**  
**January 9, 2020 Meeting for March 12, 2020 Meeting**

**ACTION ITEMS**

**DATE ADDED**

- 1. 01.18.18** Moving forward, any additional signs added to the conservation areas. It was requested to add the District's website address to those signs. **STATUS: ONGOING**
- 2. 05.10.18** Per Mr. Geltner, District Counsel to research the feasibility of using solar energy to augment or replace electrical usage. **As Of 01.10.19** District Counsel will continue to monitor/study. **As Of 03.14.19** Now looking into including the use of batteries. **STATUS: ONGOING**
- 3. 08.16.18** Mrs. Adams to include the aquatic bid specification package with the bid submittals and Consideration of Award of Contract Memorandum, going forward; and, provide the bid specification package to the Board. **STATUS: ONGOING**
- 9. 10.10.18** Mrs. Adams tentatively scheduling littoral plantings at WL2-A for the end of November. **STATUS: ONGOING**
- 39. 10.17.19** Per Ms. Sandy, Management to include a Conservation Liability Discussion item on the next agenda. **STATUS: ONGOING**
- 41. 01.09.20** Mrs. Adams to retrieve a December 16, 2019 email forwarded by Ms. Sandy with edits from the October 17, 2019 meeting minutes. **STATUS: ONGOING**
- 42. 01.09.20** Mrs. Adams to schedule the lake bank restoration projects for the lakes in the District. **STATUS: ONGOING**

**MOODY RIVER ESTATES CDD**  
**January 9, 2020 Meeting for March 12, 2020 Meeting**

**ONGOING ACTION ITEMS**

**DATE ADDED**

5.     **08.16.18**     Board to monitor all project schedules provided by Mrs. Adams, such as the lake bank restoration 2019/2020 project schedule, fountain pumps and motor replacement schedule and aerator schedule. **TRANSFERRED TO ONGOING LIST 05.09.19**

**MOODY RIVER ESTATES CDD**  
**January 9, 2020 Meeting for March 12, 2020 Meeting**

**COMPLETED ITEMS**  
**In Order of Date Moved to Completed**

<b>DATE ADDED</b>		
<b>15.</b>	<b>01.10.19</b>	Mrs. Adams is finalizing an article regarding Best Management Practices and would forward it and the yearly newsletter to all Board Members before it is provided to the HOA to e-blast to the homeowners. <b>As Of 03.14.19</b> All Board Members would receive draft newsletter and submit their comments to Mrs. Adams. <b>COMPLETED 05.09.19</b>
<b>19.</b>	<b>03.14.19</b>	Mr. Eckert to submit changes to the County regarding the Hancock Bridge Parkway Improvement Perpetual Easement, review Exhibit A items and forward to Mr. Jenner upon receipt. <b>As of 05.09.19</b> County changed language from wastewater to water. <b>COMPLETED 05.09.19</b>
<b>20.</b>	<b>03.14.19</b>	Mr. Eckert to submit to the County, additional language to include in the Uniform Collection Interlocal Agreement with Lee County Property Appraiser. <b>Revised As of 05.09.19.</b> County not receptive to request. <b>COMPLETED 05.09.19</b>
<b>21.</b>	<b>03.14.19</b>	Mrs. Adams will have dates in The Key Activity Dates Report placed in chronological order from the earliest to the latest. <b>COMPLETED 05.09.19</b>
<b>22.</b>	<b>03.14.19</b>	Mrs. Adams would review information regarding issues with pool and flooding and work with HOA President, Ms. Silva, to resolve these issues. <b>COMPLETED 05.09.19</b>
<b>23.</b>	<b>03.14.19</b>	Mrs. Adams to obtain proposal to purchase seven portable signs indicating CDD meeting times, similar to the HOA signs. <b>COMPLETED 05.09.19</b>
<b>25.</b>	<b>05.09.19</b>	Mr. Grau to change language on Page 13 of the Audit document from "owners of the property" to "registered electors". <b>COMPLETED 10.17.19</b>
<b>27.</b>	<b>05.09.19</b>	Mr. Adams to have the District's meeting schedule revised to include meeting times of 1:00 p.m. next to each date without one. <b>COMPLETED 10.17.19</b>
<b>28.</b>	<b>05.09.19</b>	Hancock Bridge Easement Agreement on BOCC's agenda, funds expected from the County soon. <b>COMPLETED 10.17.19</b>

**MOODY RIVER ESTATES CDD**  
**January 9, 2020 Meeting for March 12, 2020 Meeting**

**COMPLETED ITEMS**

**In Order of Date Moved to Completed**

<b>DATE ADDED</b>		
<b>31.</b>	<b>05.09.19</b>	Mrs. Adams to make changes to the Key Activity Dates Report, under Berm Compliance, indicating Management would conduct the annual inspection, instead of the District Engineer, and enter a due date to complete that task, either June or July. <b>COMPLETED 10.17.19</b>
<b>32.</b>	<b>05.09.19</b>	Mrs. Adams to provide an updated Lien Roll to Mr. Geltner mid June. <b>COMPLETED 10.17.19</b>
<b>33.</b>	<b>05.09.19</b>	At August Meeting: Discussion about changing meeting start time when proposed Fiscal Year 2020 Meeting Schedule is presented. <b>COMPLETED 10.17.19</b>
<b>34.</b>	<b>08.15.19</b>	Mr. Adams to send Ms. Silva information for an HOA e-blast informing residents about the vacancy on the Board, and advising interested parties to submit a resume or a letter of interest in being appointed to the Board. <b>COMPLETED 10.17.19</b>
<b>36.</b>	<b>08.15.19</b>	Mr. Adams to have the U.S. Army Corps of Engineers Permit converted to an ADA-accessible format for the visually impaired, and posted to the website. <b>COMPLETED 10.17.19</b>
<b>37.</b>	<b>08.15.19</b>	Updated Rules of Procedure would be distributed at the October meeting. (Also included as part of Action Item #30) <b>COMPLETED 10.17.19</b>
<b>38.</b>	<b>08.15.19</b>	Mr. Eckert to review easement next to 13250 Silver Thorn Loop. <b>COMPLETED 10.17.19</b>
<b>24.</b>	<b>05.09.19</b>	District Engineer would review the permit and provide an update as whether it allows walking, etc. in the preserve area. <b>COMPLETED 1.9.20</b>
<b>26.</b>	<b>05.09.19</b>	Ms. Sandy to send a copy of the Bond Indenture to Mr. Geltner. <b>COMPLETED 1.9.20</b>
<b>29.</b>	<b>05.09.19</b>	Mr. Adams to have language added to the District's Website. "Contact Management's Office to request copies of any document of interest not posted to the website. <b>COMPLETED 1.9.20</b>
<b>30.</b>	<b>05.09.19</b>	Ms. Sandy to review and update the District's Rules of Procedures Policy, reflecting bills passed by the Florida Legislature. A Public Hearing and Notices would be scheduled by early August. <b>COMPLETED 1.9.20</b>

**MOODY RIVER ESTATES CDD**  
**January 9, 2020 Meeting for March 12, 2020 Meeting**

**COMPLETED ITEMS**

**In Order of Date Moved to Completed**

**DATE ADDED**

- |            |                 |   |
|------------|-----------------|---|
| <b>35.</b> | <b>08.15.19</b> | Mr. Adams to send Mr. Geltner a copy of the Assessment Roll, with information redacted for those individuals whose information was exempt from public records requests, after September 1, 2019.<br><b>COMPLETED 1.9.20</b> |
| <b>40.</b> | <b>10.17.19</b> | Staff to have landscapers remove overhanging limbs on Skyline at Southwest. <b>COMPLETED 1.9.20</b>   |

**MOODY RIVER ESTATES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**10CI**

# WRATHELL, HUNT & ASSOCIATES LLC.

2300 GLADES RD, #410W  
BOCA RATON FL 33431

Lee County FL – Community Development Districts

04/15/2020

NAME OF COMMUNITY DEVELOPMENT DISTRICT	NUMBER OF REGISTERED VOTERS AS OF 04/15/2020
Babcock Ranch	0
Bayside Improvement	2,849
Bay Creek	750
Beach Road Golf Estates	897
Bonita Landing	209
Brooks I of Bonita Springs	2,195
Brooks II of Bonita Springs	1,410
East Bonita Beach	39
Mediterra	429
Moody River Estates	1,131
Parklands Lee	500
Parklands West	542
River Hall	1,241
River Ridge	1,432
Stoneybrook	1,711
Verandah East	678
Verandah West	896
University Square	0
University Village	0
Waterford Landing	1,042
WildBlue	45

Send to: Daphne Gillyard [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) Phone: 561-571-0010

Tammy Lipa – Voice: 239-533-6329

Email: [tlipa@lee.vote](mailto:tlipa@lee.vote)



**MOODY RIVER ESTATES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**10CII**

MOODY RIVER ESTATES COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2019/2020 MEETING SCHEDULE		
LOCATION		
<i>Clubhouse at Moody River Estates, 3050 Moody River Blvd., North Fort Myers, Florida 33903</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2019	Regular Meeting	1:00 PM
January 9, 2020	Regular Meeting	6:00 PM
March 12, 2020 <b>CANCELED*</b>	Regular Meeting	6:00 PM
May 21, 2020	Virtual Public Meeting	1:00 PM
June 18, 2020	Regular Meeting	1:00 PM
August 20, 2020	Public Hearing & Regular Meeting	1:00 PM

**\*CANCELED** due to the health, safety and welfare of District residents.

**MOODY RIVER ESTATES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**10D**



**Wrathell, Hunt and Associates, LLC**

TO: Moody River Estates Board of Supervisors

FROM: Cleo Adams – Assistant Regional Manager

DATE: May 21, 2020

SUBJECT: Monthly Status Report – Field Operations

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**Lake Maintenance:** Solitude Lake Management continues to treat on a monthly basis as necessary. As requested, Staff sends the HOA notification in advance of their schedules.

**Note:** Staff completed a lake review on Tuesday, July 2, 2019 specific to the bank stabilization program.

**Bank Stabilization Program:** Staff has reviewed the lakes this year for the continued required Bank Restoration projects - which include Lakes 6, 8, 9, 13, 18, 16, 17 & 19.

The 2020 bank restoration projects have been completed. Total cost \$51,125.00. These restoration projects were specific to Lakes 9 & 13. The littorals will be planted in the next few weeks – cost \$2,250.00. The plantings will consist of Spike Rush, Pickerelweed and Arrowhead.

**Lake #7:** Staff has reviewed areas of the lake banks and has determined there are areas that require addressing. The cost includes removal of existing sod where erosion has occurred along lakes edge and install fill dirt to restore erosion areas. Tamp new fill dirt and install erosion fabric. Sod will be replaced upon completion - \$6,388.00.

**Wetland Maintenance:** Semi-annual maintenance of the wetlands were completed the week of March 18<sup>th</sup> – next scheduled event will be completed during the month of September. Treatment of U-4 will be treated in May. Maintenance includes removal of Brazilian peppers, Australian pines, downy rose myrtle and all other exotic or invasive plant materials as identified on the latest Florida Exotic Pest Council's list of Category I and II invasive and exotic species, as maybe updated from time to time.

**Berm Compliance:** The annual inspection to review District owned perimeter berms was completed on Friday, March 6<sup>th</sup>. Staff along with Supervisor Bill Keeler conducted that review. Staff identified one area of concern located on Olde Banyan Blvd which will require raising of existing irrigation boxes, installing three yards of fill dirt, and 150 sq. ft of floratam sod. Cost \$1,404.00. This project has not yet been completed.



**Wrathell, Hunt and Associates, LLC**

**Lake & Wetland Contract:** The contract with Solitude Lake Management is set to expire August 31, 2020. The current contract amount is \$33,300.00. Solitude has indicated, and for Board consideration to renew, with no increase, as opposed to going out to RFP. Solitude Lake Management, formally Lake Masters, has held the contract with Moody River for 13 years. This is an agenda item for Board discussion/consideration.

**Fountain & Aeration Repairs:**

Fountain #15: Replacement – 7 ½ HP Pump/Motor - \$3400.00.

Fountain #21W: Replacement – 2 HP Pump/Motor - \$2400.00

Fountain #12E: Replacement – 5 HP Pump/Motor & Starter Box - \$3,645.00

Additional miscellaneous repairs - \$655.00 (photo cell, cracked lens, bulbs)

Repairs required from the May review includes bulbs and capacitors - \$559.25.

Fountain & Aeration Maintenance review was completed in May. This is a semiannual event, per the specifications of the contract.

**Florida - Community Development District  
Administrative Regulatory Due Dates  
Updated: May 2020**

Description	Reference	Submit To	Requirement and Deadline
Annual Budget	190 & 189.016	The local governing authority (the local county and/or municipality).	The tentative budget must be posted on the special district's official website at least 2 days before the budget hearing, held pursuant to s. 200.065 or other law, to consider such budget. The final adopted budget must be posted on the special district's official website within 30 days after adoption. If the special district does not operate an official website, the special district must, within a reasonable period of time as established by the local general-purpose government or governments in which the special district is located or the local governing authority to which the district is dependent, transmit the tentative budget or final budget to the manager or administrator of the local general-purpose government or the local governing authority. The manager or administrator shall post the tentative budget or final budget on the website of the local general-purpose government or governing authority. This subsection and subsection (3) do not apply to water management districts as defined in s. 373.019. Effective October 1, 2015, or by the end of the first full fiscal year after its creation, each special district must maintain an official website and must submit its website address to the Special District Accountability Program. A special district must post to the website: establishment documents, minutes, audits and annual budget for public access and review.
Form1 - Statement of Financial Interest	112.3145	Supervisor of Election in the County where the official	Within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed/elected to special district's board); during the qualifying period. File with the Supervisor of Elections of the County in which local officer permanently reside in Florida.
Form 1X - Amendment to Statement of Financial Interest	112.3145	Supervisor of Election in the County where the official permanently resides.	File with the Supervisor of Elections of the County in which local officer permanently reside in Florida.
Form 1F - Final Statement of Financial Interest	112.3145	Supervisor of Election in the County where the official permanently resides.	Form 1F should be filed within 60 days of leaving office or employment. File with the Supervisor of Elections of the County in which local officer permanently reside in Florida.

**Florida - Community Development District  
Administrative Regulatory Due Dates  
Updated: May 2020**

<b>Description</b>	<b>Reference</b>	<b>Submit To</b>	<b>Requirement and Deadline</b>
Public Facilities Report	190,189.08 & 189.415	The local governing authority (the local county and/or municipality).	Within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local general-purpose government's evaluation and appraisal report to the Department of Economic Opportunity.
Public Meetings Schedule	190 & 189.417	Local newspaper of general circulation and to the local governing authority (the local county and/or municipality).	Quarterly, semiannually, or annually
Annual Records Management Compliance Statement	F.A.C.	Florida Department of State, Division of Library and Information Services.	Due annually by December 31 of each year.
Registered Agent	190, 189.014 & 189.416	(1) Florida Department of Economic Opportunity (Special District Accountability Program), (2) The local governing authority (the local county and/or municipality).	Within 30 days after its first meeting of its governing board, each special district must designate a registered agent and a registered office.

# MOODY RIVER ESTATES CDD

## Key Activity Dates

May-20

Description	Reference	Submit To	Due Date	Date
Pond Maintenance	SOP	N/A	Conducted every other week, at minimum to the site to insure the success of the Aquatic Weed Control Program.	2 visits per month subject to change due to weather
Aeration &Fountain Inspection Review and Reporting	SOP	N/A	Bi-Annual Inspection completed in May 2020.The next scheduled review will be sometime in December.	6/1/20 & 12/1/20
Wetland Maintenance	SOP	N/A	Bi-Annual Inspection and treatement schedule March/September yearly - U-4 (treated in May) Avoided during nesting season of the Bald Eagle (October/November thru April/May; depending on nest activity).	March/May/ September
Proposed Budget	189.016, 189.418 & 200.065	Due to local governing authority (county or municipality)	Due to local governing authority (county or municipality) by June 15th each year.	6/15/2020
Annual Financial Audit	190.008/218.32 &39	Florida Department of Financial Services	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year	6/30/2020
Assessment Roll Certification	Local County requirement.	Local County Tax Collector	For most counties, submission and certification of the annual assessment roll is due by September 15th each year.	9/15/2020
Adopted Budget	189.016, 189.418 & 200.065	Due to local governing authority (county or municipality)	Due to local governing authority (county or municipality) by October 1st each year.	9/15/2020
Insurance Renewal	SOP	N/A	Bind Insurance for upcoming Fiscal Year with an effective of October 1st thru September 30th	10/1/2020



Qualified Public Depositor Annual Report to CFO	280.17	Department of Financial Services- Division of Treasury - Collateral Management.	By November 30 of each year, file annual report for the period ending September 30th.	11/30/2020
Fiscal Year Annual District Filing Fee and Update Form	190, 189.064 & 189.018 & Chapter 73C-24, F.A.C.	Florida department of Economic Opportunity (Special District Accountability Program)	Annual filing fee of \$175 is paid to the Florida department of Economic Opportunity. The filing of the Update Form is required to verify the status of the Special District and to update any changes (including changes to the registered agent). Filing Fee invoice and Update Form is mailed out by the State on October 1st of each year. The fee and form are due and must be postmarked by the following December 3rd.	12/3/2020