

Minutes of Meeting
Rivers Edge
Community Development District

The regular meeting of the Board of Supervisors of the Rivers Edge Community Development District was held Wednesday, December 14, 2022 at 11:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

Mac McIntyre	Chairman
Erick Saks	Vice Chairman
Frederick Baron	Supervisor by telephone
Robert Cameron	Supervisor
Scott Maynard	Supervisor

Also present were:

Marilee Giles	District Manager
Jennifer Kilinski	District Counsel
Ryan Stillwell	District Engineer
Jason Davidson	Vesta/Amenity Services
Kevin McKendree	Vesta/Amenity Services
Eric Olsen	Vesta/Amenity Services
Jay King	Vesta/Amenity Services
Ken Council	Vesta/Amenity Services
Mac McGaffney	GMS
Cheyne Solesbee	Yellowstone
Mike Scuncio	Yellowstone

The following is a summary of the discussions and actions taken at the December 14, 2022 meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Giles called the meeting to order at 11:00 a.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

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THIRD ORDER OF BUSINESS Organizational Matters

A. Oath of Office for Newly Appointed Supervisors

Ms. Giles being a notary public of the State of Florida administered the oath of office to Mr. McIntyre and Mr. Maynard.

B. Consideration of Resolution 2023-05 Designating Officers

On MOTION by Mr. McIntyre seconded by Mr. Maynard with all in favor Resolution 2023-05 was approved reflecting the following: Mac McIntyre chairman, Erick Saks vice chairman, Fred Baron, Robert Cameron and Scott Maynard assistant secretaries, Marilee Giles secretary and Treasurer, Jim Perry, Jim Oliver, Darrin Mossing, Daniel Laughlin and Howard McGaffney assistant treasurers and assistant secretaries.

FOURTH ORDER OF BUSINESS Approval of the Consent Agenda

A. Minutes of the November 16, 2022 Meeting

On MOTION by Mr. McIntyre seconded by Mr. Saks with all in favor the minutes of the November 16, 2022 meeting were approved as presented.

B. Balance Sheet & Income Statement

C. Assessment Receipt Schedule

D. Approval of Check Register

Ms. Giles stated Fred had sent an email with some comments and questions and Jason responded.

Mr. Baron stated I got Jason’s responses, and he is working on some of the responses today. If you will address through the course of the meeting the questions I put towards GMS, that would be appreciated.

Ms. Giles stated I’m prepared to do that now if you like. One of them is going to be answered under the check register. One was the increase in insurance cost and some of that was

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due to the number of claims we had. We track those claims and Jason shares that with Fred as it gets updated. We had one claim paid that you can see on the month-to-month reimbursement for insurance claims. His next question was, what are incidental expenses for \$290 associated with U.S. Bank and those are part of the trustee fees that were invoiced. Another question was about a Prosser bill for April 2022 in the month of December, and it has since been paid and his concern was which fiscal year would it be billed to, and we billed that against the FY22 budget. His last question was about the State Board of Administration transfer, SBA, and that account is to earn interest on excess funds.

This check register is a lot higher than it normally is at \$730,308.40 and the high dollar items are the transfers to the SBA account. We transferred \$200,000 from the general fund to the SBA to earn interest and under the capital fund account we transferred \$400,000.

On MOTION by Mr. Maynard seconded by Mr. Saks with all in favor the check register was approved.

FIFTH ORDER OF BUSINESS

Ratification of Fence Installation Request Encroaching into a CDD Easement – 597 Kendall Crossing

On MOTION by Mr. Maynard seconded by Mr. Saks with all in favor the installation of the fence encroaching into the CDD easement at 597 Kendall Crossing was ratified.

SIXTH ORDER OF BUSINESS

Discussion of Fences Encroaching on District Easements

Mr. Davidson stated in the Arbors there are fences blocking our 20-foot easement, there are a total of three access points in this area. The issue is one of the access points that is currently being used to drop the boat in is difficult - we previously addressed a washout in that specific area in an effort to allow the boat to be efficiently dropped and to maintain the pond. We have not been as successful as we might have been, a couple times we dropped it and had to get it with a gator and we are looking for direction from the Board on whether the fences blocking the easements should be permitted to remain or if they should be removed.

Ms. Kilinski stated we talked about this a little bit at the last board meeting and the meeting before that when we had the encroachment request just ratified. We had a staff call regarding some

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of these issues. For whatever reason easement blocking issues are coming up a lot the last six to eight months in a number of communities. The issue is twofold, one is in order to access that stormwater tract, we, the District, need to have sufficient access to maintain stormwater facilities pursuant to our stormwater permit requirements and second, the District does not want to unduly overburden any singular easement while other easements are not used for their intended purpose. A lot of the conversation a couple months ago was you had five points of entry and you allow a couple points to be closed, folks buy their property thinking I'm not always going to have my easement accessed it is going to be shared across five easements and when we get to the point where there is only one viable point of entry such that the one easement now gets 100% of the uses, that can be a challenge for the District and its stormwater management contractor and for the land subject to the easement. We are currently litigating this matter in Nassau County at a district where essentially what happened is residents ended up closing all the easements for stormwater access, in part because residents were so angry about the over burden, that they closed all of them. My recommendation is unless it is a really special case, which you did have a really special case a couple a couple meetings ago where it was a 30-foot easement that we don't have anywhere else, along with various and viable non-private property access points, and agreement between the parties regarding required removal, that the general policy be the District does not support putting fences in easements. It just becomes very difficult to monitor and it is really easy for us to give HOA staff very clear direction that there aren't to be fences in access easements so no matter who fills that position and often there is a lot of turnover in that position, they know we don't approve fences in CDD access easements.

Mr. Cameron asked can we find out if the HOA did approve?

Ms. Kilinski stated they did and that is some of the supporting materials, the HOA did approve it even though it says there won't be fences in CDD access easements without CDD approval.

Mr. Saks asked would the HOA be liable? I would be furious if I were one of the homeowners who were told they were good and now we are going to come back and say, we need access.

Ms. Kilinski stated that is a conversation I have had more times than I would like to admit as of late. We are really sorry, we feel for you very much, but we, the CDD, did not approve it and your redress is with the HOA. We have talked about double gates and sometimes that can be

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an option but most of the time the way the fences curl in they are just not large enough for boat access, which is often required to sufficiently maintain the ponds to stormwater management permit requirements. It is a remedy for walking, but it is not a good remedy for the boats, then you have a transition and a new homeowner, and they don't want you to have access to the gates. I had another Nassau County district where the person stood at their gate with a gun and said to the pond contractor if you come into my property, I'm going to shoot you. It is just not tenable long term.

Mr. McIntyre asked is there a way to prevent this from happening?

Ms. Kilinski stated the two ways we have tried to get information out is our firm has put together a pictorial representation of what easements are and where they are in the community and doing some education about why the access is so important to the overall health of the community. We understand this pond isn't for pretty stuff it is for stormwater attenuation and it has to be managed pursuant to permit. Because of all this litigation we have an easily digestible memorandum of law that we sent out at those districts that had widespread issues that got all but two of the fences removed almost immediately. They said, thank you so much, now I understand my rights and responsibilities and also understand the redress, if any, is with their HOA. We can do that here, and I think it is going to be a constant communication probably with Vesta because you are the eyes and ears around here with the HOA just reminding them every 6 months, sending the transmission, on the CDD policy regarding no fences in easements. I don't know who is in that spot, but just a reminder if you have a fence that may work here, bring it to the CDD first, let's take a look at it and see what possibilities there are but otherwise the policy direction of this board is no fences in CDD easements. It becomes challenging for people because they don't understand why one person gets to have a fence and one person doesn't. It is generally easier to treat everybody the same than it is to make exceptions.

Mr. McIntyre asked is there anything we can do as the CDD board to put teeth with actions when the HOA decides they know better and allows something, or they forgot or is it a case that all we can do is wag our finger at them and hope the residents aren't too angry with whatever actions need to be taken after the fact.

Mr. Cameron asked can we send them a letter saying they will be responsible for removal of the fence if they give permission?

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Ms. Kilinski stated that is part of the community education, knowing where that responsibility rolls up to. We don't have jurisdiction to take action against the HOA because it is not HOA property, so we enjoin them to the lawsuit to say, responsible party for your address is the HOA. But my hope is by community education we can avoid larger issues.

Mr. Cameron stated lot 28 went all the way to the center of the line with a fence. We gave the other person permission to go five or so feet out.

Mr. Saks stated at the end of the day in this particular case there is not much we can do. We need access at this point we have an easement there we are going to have to direct that the fence be removed and if there is a way that we can put in there redress is this organization. I would like to say let them have it, but we can't. It is a legitimate access issue.

Mr. Stillwell stated it is a drainage easement, there is a pipe between these two houses. Not only do we need it for access, but we also need it to work if there is an issue with the drainage pipe.

Ms. Kilinski stated the HOA pointed out that their covenants may allow fences in CDD easements, but it goes on to say as most do, that if there is a need to remove the fence, they understand there is no guarantee that the fence can remain there. That is what they are hanging their hat on, but as a resident when you have the HOA approve it you are not hanging your hat on having to remove the fence next month. We can definitely be aggressive in some of that communication.

It sounds like there is consensus, we will send letters to the HOA, both of those have letters about fence removal and also work on potentially some communication we can bring back to you for resident dissemination. You can see it and make sure it makes sense to you and I will send it to you before the next board meeting but in the interim we will send that and adopt that as an interim policy.

SEVENTH ORDER OF BUSINESS

Consideration of Proposal for Extended Warranty on New Gym Equipment (Cost Share Item)

Mr. Davidson stated included in the packet is a proposal for an extended warranty on our new gym equipment. The total cost would be \$3,985 and it is for a 60-month period, and this would be cost shared amongst the districts.

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Mr. Cameron stated CDD 2 and 3 wanted to add additional weight unit, which was \$16,000 but it fit within the original budget. They wanted to replace one of the rowing machines, the rowing machines were not in the bid because they were going to utilize the ones that are existing. There is no delta that we could make up with those. The other thing if we cut it down to one rowing machine to stay within the ADA spaces for the new equipment, we could take that one piece of equipment and store it for future use or we can see if we can trade it back and get some of the weights that were going to come out of that \$16,000 to see if the people in the yoga room need those weights.

Mr. Davidson stated keep in mind this does exceed the total that was approved.

Mr. Cameron stated the other item is that the units on the new equipment will be WIFI capable so there has to be a solution sooner or later for the WIFI. He will find out if Comcast ran the fiber to the RiverHouse. We don't think ATT supplies it. I said I would contact ATT to see if they would match up ATT business somewhat like Comcast business would be to get us better service.

Mr. McIntyre asked what would be the use for the WIFI at the machines?

Mr. Cameron stated the panel at the machines is WIFI so you can play programs on the machine itself.

Mr. McIntyre stated but it is not necessary for the machines to work effectively or properly.

Mr. Davidson stated correct.

On MOTION by Mr. Maynard seconded by Mr. Cameron with all in favor the proposal for the extended warranty on the new gym equipment was approved.
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EIGHTH ORDER OF BUSINESS

Discussion of Portable Pickleball Courts

Mr. Davidson stated after the conversation at our last meeting, we looked at areas where we could potentially put up portable pickleball courts. In CDD 2 there is an area where we can install two courts and we would be able to have access for kayak storage shed should we need to pull the portable nets in an effort to host entertainment in the summer. In front of you is a not to exceed cost of \$400 to set up a single court and that includes the paint, stencils and a single portable net. We have come up with additional ideas regarding the portable net. At the front we did flags and were able to acquire posts that we could potentially use to install those specific nets.

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Mr. McIntyre stated we are starting with the one facing the river.

Mr. Saks stated I would like to track participation because it will confirm the need for something more substantial or tell us it is not as much as we think.

On MOTION by Mr. McIntyre seconded by Mr. Saks with all in favor staff was authorized to move forward with one portable pickleball court.

Mr. McIntyre asked is it possible to have the RiverHouse as part of CDD1?

Ms. Kilinski responded legally it is possible, the two challenges would be it would require a boundary amendment, which CDD2 board would have to be agreeable to, it does cost \$25,000 to \$30,000 for the boundary amendment and it would have to be an agreement to change.

Mr. McIntyre stated we can end that discussion right now.

Ms. Kilinski stated I believe your goal is operations of the amenity more than anything else and that is how we are trying to do it now as a joint operation, so it looks seamless. Assessments would go up dramatically in CDD 1 if it owned both amenities without a cost share/joint use.

NINTH ORDER OF BUSINESS

Discussion of RFP for Amenity Facility Management Services

Ms. Giles stated this is something that Rivers Edge 3 and 2 asked to be placed on the agenda and in order to keep Rivers Edge 1 in the conversation it is here now.

Ms. Kilinski stated what CDD 2 and CDD 3 asked for at their previous two meetings was to bring an RFP package back in January for the boards to consider putting it out to bid. They didn't ask for it to be put out to bid yet, but they did ask it to be on the January agenda with a package for approval.

Mr. Saks asked did they give a reason because this is off cycle.

Ms. Kilinski stated no.

Mr. Cameron stated there was a raise in the contract and an example of what I saw was I went to three different marketplaces in the Rivertown area, the marketplace we had in November, which was meager at best. I went to the marketplace they had at Watersong two weeks ago, which was better not a lot of room but more vendors. I went to the marketplace that the neighborhood put together with the bounce house and everything on Sunday and it was outstanding. My point of view is the neighbors can organize something better than Vesta. The people who organized

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Watersong does a better job than Vesta. I think the request is to see what the quality is for the future.

Mr. McIntyre stated I don't think events are a good enough reason to initiate an RFP when you take into consideration all the other things they accomplish that they do very well.

Mr. Cameron stated I understand, but what are the costs going to be next year if they couldn't live up to the contract we had this year.

Mr. Saks stated the most complaints we get from residents is about landscaping. Vesta was managing VerdeGo's landscape contract, and I felt that was a VerdeGo issue, not a Vesta issue. We now have Yellowstone in place, and I think we can all agree that it is no longer an issue. I have no problem making changes, but you need to give the organization notice and the opportunity to change.

Mr. Cameron stated if you have a contract with the government, you live up to it. I understand they had to raise it because nobody saw the inflation rate. Jennifer did they give you an estimate of what it will be raised next year?

Ms. Kilinski stated no, the January meeting is the meeting we discussed having that 2024 look ahead budget and we have Jay King here and I don't know if Jay is ready to speak to that yet in December. At the January board meeting we are supposed to talk about that look ahead budget. We have done quite a few RFPs as of late on this particular topic, but if we are going to start having conversations about contract or pricing changes, then potentially having a joint meeting with your sister districts, even if you just do a joint meeting separate from your other meetings sometime in January, you could discuss the look ahead budget and start talking about capital planning and you can talk about whether you want to go out for an RFP - it seems to me it is probably worth doing.

Mr. Saks stated we have to speak together to make this decision; they can't handcuff us.

Mr. Baron stated the key factor in a couple of things that are happening with Vesta, changes in personnel, not being as responsive as they should be. I have had discussions with Dan, and I have had discussions with the rest of the Vesta team. DJ and I are in so in sync that this should go out as an RFP especially since we are going to see their look ahead budget. If it happens in the January timeframe, that is fine, if you want an additional suggestion, we can have that discussion among the supervisors openly as to the problems that aren't being fixed or aren't being looked at. My list had 18 items on it today alone.

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Ms. Giles stated he had some comments, concerns and questions and there were 18 on there, some specific to operations, some for Jason to answer and some I answered earlier. Some are just questions, some I got with Jason to see if they were corrections or just questions to be answered.

Mr. McIntyre stated I say we table this. We already know what the opinions are and what portion of the supervisors on all the boards are looking at. For our portion table this until it is due for a real discussion in January for the look ahead and also this gives Vesta time to understand what is at stake and the concerns and give them the opportunity to respond to those then give them the same courtesy that we gave VerdeGo to fix your stuff and this is the timeframe that you have and within that timeframe if it is not where it should be then you know where the ball bounces. I don't think this is the right way to go about it to bring it up at the meeting and then do we want to do an RFP yea or nay. They should have the opportunity to address concerns in a fair way and be given the opportunity to stand on their own two feet with the new concerns before a huge decision like that is made, whether it is coming or not they should be given a chance to deal with what is on the table now in a fair and effective way.

Mr. Saks asked is there a cost associated with RFPs?

Ms. Giles stated absolutely.

Mr. Saks stated we need to have a discussion before we go ahead unless CDD 2 and 3 want to pay for the RFP, but I'm not going to be handcuffed by their decisions.

Ms. Giles stated maybe we will have a joint meeting in February.

Mr. Cameron asked what good did the RFP do us two years ago if Vesta didn't hold to the contract?

Mr. Saks stated the RFP two years ago was scheduled it was a necessary RFP. Right now, you want a new one.

Mr. McGaffney asked Supervisor Baron, can you hear me okay?

Mr. Baron stated yes.

Mr. McGaffney stated this is Mac McGaffney, I work with GMS. I have been in the industry for about 15 years, started in the industry in the amenity management and have worked with Vesta on a number of occasions including working with them and working for them, but as a district manager for the last ten years. We had a scenario where a community that I managed for about 15 years had some deficiencies with Vesta, a lot of what happens goes back to the contract;

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what gets written is what gets done. If there is an RFP being thrown out by another district and we know the Mattamy component and all that, usually you can tie it back to communications, expectations, and reality, then cost and all the other things. This community did a turn around with their amenity management group, which was Vesta and there are still there today and that is the desirable outcome. You try to sit down, work it out and if not, then the RFP is the last resort because of the cost and transition of team members going to one company or another then legal fees as well. If Mr. Baron will allow me to, I can help identify and solidify his concerns, sit down with Marilee and staff and try to get some outcomes that are favorable to the board that may be favorable to Mattamy.

Mr. Baron stated I have been approaching them for 16 months and I am not in favor of the direction it is going. My decision still stands, I would like to see the RFP come out. I appreciate your input, but as I have seen changes in the landscape, I have also seen differences in what a true manager can do. I haven't seen a thing change in the 16-month period, it is not getting better, it is not extremely worse but it is not getting better.

Ms. Giles stated before we go to the next item, I think we should discuss a joint meeting. It sounds like the board has different thoughts on this, we should establish whether this board is interested in having a joint meeting in January to discuss the RFP.

Mr. Saks stated we have at least three board members who want to wait until January. I don't think it is worth putting it to a vote.

Ms. Kilinski stated the next question, is this board in agreement about having a joint session? We will look at dates but a joint session sometime in January to have that conversation. It could be discussing bringing back a wish list of things we would like to see corrected and what is our plan of action for how that gets tackled and Mattamy are you willing to give 90 – 120 days to see those things remedied. I have not heard any specifics from Mattamy about what the impetus for the RFP was and it wasn't discussed at the last board meeting by any of those districts.

Ms. Giles stated we were looking at dates and there are three meetings on the 18th already. Rivers Edge 3 at 9:30, Rivers Edge 2 10:00 those are very short meetings then your meeting in January is at 6 p.m. That is one of your night meetings you have scheduled. It would be nice to keep it on that same day, maybe at 10 a.m. following the Rivers Edge 2 meeting that is very short or later in the day. Consider that date and Courtney will send out an email with some proposed times.

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Mr. Saks asked could we get the cost of an RFP?

Ms. Giles stated yes.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being none, the next item followed.

B. District Engineer

Mr. Stillwell stated Supervisor Saks and I have been talking over the last 6 – 8 weeks regarding the 15 mph versus the 25 mph. I had an intern come out and ride every road to identify where all these 15 mph speed limit signs are, and it turns out there are 16. Four in the original area when St. Joe was the developer, on roads that were designed with deviations from the St. Johns County typical roadway code so there are some tighter radiuses and things of that nature and that is why those roads in my opinion are posted that. I haven't been through every engineering plan to confirm that. It is all in what is considered the main street district area, the original development of RiverTown. There are a couple in Garden South as well, which were built at that same time. What we had talked about is this isn't something I think the district wants to expend funds for us to research and work with the county and see if we can change the speed limits of those to the 25 mph, so they are enforceable. Residents are asking to take the 25 mph to 15 mph but there was a reason these speed limits are 15. I will write a couple sentences, so the board is aware of this information and be able to explain to residents and why some of these speed limits opposed to spending thousands of dollars working and researching with the county on that. I wanted to let everyone know that and if you have any questions or if you want me to do something different, I'm happy to discuss it.

C. District Manager

There being none, the next item followed.

D. General Manager

1. Report

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Mr. Davidson stated as to the reallocation of our staff we would like to welcome our former amenity manager Eric Olsen and would also like to welcome Ken Council the new amenity manager. Ken joins us from Julington Creek Plantation where he served as facilities manager.

I wanted to provide some additional information as it is specific to landscape and management with Yellowstone thus far. It has been a pleasure; we have definitely come a long way in the past 60+ days. We had our 60-day review a couple weeks ago where we showed them the pilot of our matrix and how we actually execute that matrix, so they have a better understanding of it. We also introduced to them the water tracker meter, which Fred is very diligent on and pushing us towards identifying cost savings when and where we can. The purpose of that also is we measure it from year to year, per month and one month to the next. From October 2021 to October 2022 we are down 17%, from November 2021 to November 2022 we are down 17%. We provided Yellowstone with that irrigation tracker, and I highlighted areas and request explanations for any exponential spikes. When we measure month to month allows us to troubleshoot the system and identify areas that may have a lack of water or an abundance of water. It also allows us to identify faulty equipment potentially.

2. Pond Service Report

A copy of the Charles Aquatics service report was included in the agenda.

3. RiverTown Lifestyle Discussion

E. Landscape - Report

Mr. Scuncio brought the board up to date on their efforts on the property since they started their contract and areas that need to be enhanced.

ELEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS

Supervisors' Requests and Audience Comments

A resident stated my wife and I looked at different communities and their pickleball courts and a lot of their amenities are fenced in, and you have to use your keycard. Have you thought

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about our golf carts, other people have the codes that were coming from other neighborhoods and using those. How that works for the pools you should use that for the park, it might keep a lot of people from using our facilities and the tennis courts would be expensive to fence those in to use a key fob. In the future things that Mattamy puts in it would help keep outside groups from coming in and using our pools, etc.

Mr. McIntyre stated we can add that when we get back on the security situation what we are going to do with security overall, we will make sure we include that and figure out if there are means to add card swipers. The dog park has been an issue forever.

Mr. Cameron stated I see something that is not fair to all the community people and that is the fact that people plan events in advance that would require of most people if they came before the board would require insurance such as the bounce house, the marketplace with another bounce house with outside vendors sponsoring it.

Mr. McIntyre stated we can put that on the agenda to discuss.

Mr. Davidson stated you are talking about a resident sponsored event and by the time you find out it is too late. It is clearly stated in our policies that if a bounce house is used it is to be requested and reviewed and approved by the general manager. Our team is coming up with a better approach of the questions being asked when inquiring rental and potentially it will go before the board and there will be an agreement and we can work on that and bring that back to the next meeting.

Mr. Saks stated I have been talking to Jason over the last few months about seeing teens, vandalism, or that kind of thing and drugs. We have had reports of suspicious activity.

Mr. McIntyre stated as we grow, we may need more punitive consequences for bad behavior that affects the whole family not just the teen. A resident asked about shade in part of the RiverHouse. It may be shade sails that is being requested and they suggested a giant slide for the troublesome hill.

THIRTEENTH ORDER OF BUSINESS

**Next Scheduled Meeting – Wednesday,
January 18, 2023 @ 6:00 p.m. at the
RiverTown Amenity Center**

Ms. Giles stated the next schedule meeting is January 18, 2023 at 6:00 p.m. Be on the lookout for an email from Courtney about a time or the joint workshop.

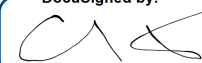
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On MOTION by Mr. Cameron seconded by Mr. McIntyre with all in favor the meeting adjourned at 12:26 p.m.

DocuSigned by:
Marilee Giles
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Secretary/Assistant Secretary

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Chairman/Vice Chairman