

**AVIARY AT
RUTLAND RANCH
COMMUNITY DEVELOPMENT
DISTRICT**

April 19, 2023

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Aviary at Rutland Ranch Community Development District

OFFICE OF THE DISTRICT MANAGER

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

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

April 12, 2023

ATTENDEES:

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

Board of Supervisors

Aviary at Rutland Ranch Community Development District

Dear Board Members:

The Board of Supervisors of the Aviary at Rutland Ranch Community Development District will hold a Regular Meeting on April 19, 2023 at 5:00 p.m., or as soon thereafter as the matter may be heard, at 6102 162nd Avenue E, Parrish, Florida 34219. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2023-04, Appointing and Fixing the Compensation of the District Manager; and Providing for an Effective Date
4. Consideration of Resolution 2023-05, Appointing and Removing Officers of the District and Providing for an Effective Date
5. Consideration of Resolution 2023-06, Designating a Registered Agent and Registered Office of the District, and Providing for an Effective Date
6. Consideration of Resolution 2023-07, Directing the District Manager to Appoint Signors on the Local Bank Account; and Providing an Effective Date
7. Consideration of Resolution 2023-08, Designating the Dissemination Agent of Aviary at Rutland Ranch and Providing an Effective Date
8. Ratification of Engagement with Jere Earlywine at Kutak Rock LLP
 - Consideration of Retention and Fee Agreement
9. Consideration of Resolution 2023-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
10. Consideration of Resolution 2023-10, Designating the Primary Administrative Office, Principal Headquarters and Local District Records Office of the District and Providing an Effective Date

- 11. Consideration of Website Related Matters
 - A. Strange Zone, Inc., Quotation #M23-1013 for District Website Design, Maintenance and Domain Web-Site Design Agreement
 - B. ADA Site Compliance Proposal for Website Compliance Shield, Accessibility Policy and One (1) Annual Technological Audit
- 12. Acceptance of Unaudited Financial Statements as of February 28, 2023
- 13. Approval of March 13, 2023 Regular Meeting Minutes
- 14. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *ZNS Engineering, L.C.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: May 17, 2023 at 5:00 PM

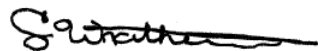
- QUORUM CHECK

SEAT 1	STEPHEN CERVEN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	A JOHN FALKNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	SCOTT FALKNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JEFF CERVEN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ROY COHN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 15. Public Comments
- 16. Board Members' Comments/Requests
- 17. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Cindy Cerbone at (561) 346-5294.

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 801 901 3513

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Aviary at Rutland Ranch Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Manatee County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") must employ and fix compensation of a "**District Manager**;" and

WHEREAS, the Board has determined that the appointment of a District Manager is necessary, appropriate and in the District's best interests; and

WHEREAS, the Board desires to appoint a District Manager and to provide compensation for their services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT:

- 1. Approval of District Management Agreement.** Wrathell, Hunt and Associates, LLC is appointed as District Manager and shall be compensated for their services effective June 1, 2023 in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.
- 2. Conflicts.** Resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.
- 3. Effective Date.** This Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 19TH DAY OF APRIL, 2023

ATTEST:

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A



Wrathell, Hunt and Associates, LLC

AGREEMENT FOR MANAGEMENT SERVICES
between
AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT
and
WRATHELL, HUNT & ASSOCIATES, LLC

THIS AGREEMENT FOR MANAGEMENT SERVICES (this "Agreement"), is made and entered into on this 19th day of April, 2023, by and between the **Aviary at Rutland Ranch Community Development District**, hereinafter referred to as "DISTRICT", and the firm of **Wrathell, Hunt & Associates, LLC**, a Florida limited liability company, hereinafter referred to as "MANAGER".

WITNESSETH:

WHEREAS, the DISTRICT desires to retain the MANAGER to provide non-exclusive management, recording, assessment methodology and accounting advisory services for the DISTRICT, as required to meet the needs of the DISTRICT during the contract period; and

WHEREAS, the MANAGER desires to provide such services to the DISTRICT as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The DISTRICT hereby engages the MANAGER to provide the services more particularly described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Services").
2. The DISTRICT agrees to compensate the MANAGER by payment of the fees (collectively, the "Fees") set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Fee Schedule"). The Fees, except as otherwise provided on the Fee Schedule, shall be payable in equal monthly installments on the first day of each month. The DISTRICT will consider price adjustments at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and each succeeding twelve (12)-month period thereafter to compensate for market conditions and the anticipated type and scope of the Services to be performed during the next twelve (12)-month period. Accordingly, the Fees and the Fee Schedule shall be deemed increased at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and thereafter annually at the end of each succeeding fiscal year to the extent approved in the annual budget adopted by the Board of Supervisors of the DISTRICT (the "Board"). In no event shall the Fees be increased



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to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.

3. This Agreement shall become effective on the date set forth above and the term of this Agreement shall commence on such date and continue until this Agreement is terminated pursuant to the terms of this Section 3. This Agreement may be terminated as follows:
 - a) by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the MANAGER, or failure of the MANAGER to perform the Services as required under this Agreement, if such misfeasance, malfeasance, nonfeasance or failure to perform the Services as required under this Agreement has not been cured within ten (10) business days after the DISTRICT has provided notice of same to the MANAGER (the "Cure Period"), upon providing ten (10) business days prior written notice to the MANAGER (which period shall not begin to run until the expiration of the Cure Period);
 - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
 - c) by either party, for any reason, by providing sixty (60) days prior written notice to the other party.

Upon the termination of this Agreement, the MANAGER agrees to take all reasonable and necessary actions to transfer to the DISTRICT, or to such other party as directed by the DISTRICT, all the books and records of the DISTRICT in the MANAGER'S possession in an orderly fashion. The portion of the Fees and any other amounts due and owing to the MANAGER under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement. The DISTRICT'S obligation to make payment to the MANAGER of the portion of the Fees and any other amounts due and owing to MANAGER under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

4. The MANAGER shall devote such time as is reasonably necessary to perform the Services.
5. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any such interest shall be employed by the MANAGER to perform the Services or any portion thereof.
6. The MANAGER shall promptly notify the DISTRICT in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of the Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, identify the nature of work that the MANAGER may undertake, if applicable, and request an opinion of the DISTRICT as to whether the



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association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion within thirty (30) days of receipt of any notification by the MANAGER pursuant to this Section 6. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the DISTRICT by the MANAGER under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The MANAGER shall be free to perform services similar to the type of services offered to the DISTRICT as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the MANAGER from performing such services, or any other services, for any other special taxing district, developer, landowner or otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.

7. The MANAGER agrees that all Services shall be performed by skilled and competent personnel.
8. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER in connection with the Services.
9. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the county where the DISTRICT is located. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment of the right to insist on the strict observance or performance of any or all of the other provisions of this Agreement. The failure of either party to exercise any right of remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right of remedy with respect to subsequent defaults. The provisions of this Section 9 shall survive the termination of this Agreement.
10. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the non-prevailing party



Wrathell, Hunt and Associates, LLC

reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection therewith, including without limitation at all trial levels and appellate levels and in post-judgment proceedings. The provisions of this Section 10 shall survive the termination of this Agreement.

11. All notices required in this Agreement shall be sent by either certified mail, return receipt requested with postage prepaid, hand-delivered, or sent by overnight express carrier with next business day delivery guaranteed, addressed to the following addresses, or such other address as either party shall specify hereinafter in written notice to the other party:

If to the Manager: Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

If to the DISTRICT: Aviary at Rutland Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

with a copy to: Counsel to the DISTRICT:
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

Any such notice sent as referenced above shall be deemed received on the third (3rd) business day following the day sent, if sent by certified mail with postage prepaid, when delivered if hand-delivered, or on the next business day following the day sent, if sent by overnight express courier with next business day delivery guaranteed.

12. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties, with respect thereto. This Agreement, or any provision contained herein, may not be amended unless such amendment is set forth in a writing signed by the parties hereto.
13. Neither party to this Agreement will be liable to the other for any failure or delay in performing any of its obligations under or pursuant to this Agreement, other than the payment of money, if such failure or delay is due to any (i) strike(s), lockout(s), or labor dispute(s), (ii) inability to obtain labor or materials, or reasonable substitutes therefor, or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, wars, national emergencies, natural disasters, fire, or other casualty, utility failures or other cause (including, with respect to the MANAGER, the failure of the DISTRICT to have adequate funds required for performance of the Services) beyond the reasonable control of such applicable party, and such applicable party will be entitled to a reasonable extension of the time for performing such obligations as a result of such cause. The terms of this Section 13 shall survive the termination of this Agreement.



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14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
15. The MANAGER shall not be liable for any acts or omissions of any previous manager(s) of the DISTRICT. Additionally, neither the MANAGER nor any its members, managers, managing members, officers, employees, agents or representatives (collectively, the "Manager Affiliates") shall be liable, responsible, or accountable in damages or otherwise to the DISTRICT for any acts performed by the MANAGER or the Manager Affiliates in good faith and within the scope of this Agreement. The MANAGER or any of the Manager Affiliates cannot provide financial or real estate feasibility forecasting related to the DISTRICT'S ability to repay its indebtedness such as bonds, bond anticipation notes, notes or any other forms of indebtedness. The success of the real estate venture(s) located within the DISTRICT is in no way guaranteed by MANAGER nor any of the Manager Affiliates. Neither the MANAGER nor any of the Manager Affiliates shall be liable to the DISTRICT or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the DISTRICT or otherwise titled in the name of the DISTRICT (collectively, the "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the DISTRICT which is delivered to the MANAGER and deposited into any of the District Bank Accounts. The terms of this Section 15 shall survive the termination of this Agreement.
16. Nothing contained in this Agreement, nor any acts of the parties, shall be deemed or construed to create a partnership or joint venture between the MANAGER and the DISTRICT or to cause the MANAGER to be responsible in any way for the debts or obligations of the DISTRICT. The terms of this Section 16 shall survive the termination of this Agreement.
17. This Agreement may be executed in counterparts, both of which, together, shall constitute one and the same agreement.



Wrathell, Hunt and Associates, LLC

18. **THE MANAGER AND THE DISTRICT EACH HEREBY KNOWINGLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO DEMAND A JURY TRIAL IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT. THE TERMS OF THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

19. Wrathell, Hunt and Associates, LLC, does not represent the District as a Municipal Advisor or Securities Broker; nor is Wrathell, Hunt and Associates, LLC, registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC, does not provide the District with financial advisory services or offer investment advice in any form.

[SIGNATURES APPEAR ON FOLLOWING PAGES]



Wrathell, Hunt and Associates, LLC

IN WITNESS WHEREOF, the Board of Supervisors of the **Aviary at Rutland Ranch Community Development District** has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals effective as of the date and year first above written.

Signed in the presence of

BOARD OF SUPERVISORS:

**AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Witnesses:

Print Name: _____

By: _____
Print Name _____
Chair/Vice Chair

Print Name: _____

MANAGER:

WRATHELL, HUNT & ASSOCIATES, LLC

Print Name: _____

By: _____
Craig A. Wrathell, Managing Member

Print Name: _____



EXHIBIT A - SERVICES

Wrathell, Hunt & Associates, LLC, will perform all required Management functions of the Aviary at Rutland Ranch **Community Development District** (the “District”), which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors of the District (the “Board”) and provide the Board with meaningful dialogue of the issues before the Board for action
- Identify significant policies, including analysis of policy implementation with administrative and impact statement and effect on the District
- Develop and train members of the Board in the requirements of Florida Laws with including with respect to, but not limited to, public officers and employees, and the conduct of District business
- Prepare District's Budget as more fully outlined below
- Implement Budget directives
- Prepare specifications for and coordinate for the following services:
 - Insurance, including General Liability along with Directors and Officers Liability
 - Independent Auditor Services
 - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the county in which the District is located:
 - Public Facilities Report
 - Designation of Registered Office and Registered Agent
 - Public Meeting Schedule
 - Audited Financial Statements (assist with the preparation of same)
- Ensure compliance with the following Florida Statutes:
 - Annual Financial Audit
 - Annual Financial Report



Wrathell, Hunt and Associates, LLC

- Public Depositor Report
- Proposed Budget
- District Map and Amendments
- Public Facilities Report
- Registered Agent and Registered Office
- Public Meeting Schedule Notice Requirements

(The reporting requirements of Community Development Districts periodically change and ***Wrathell, Hunt & Associates, LLC***, will ensure that we update reporting requirements of the District as the legislature updates the reporting requirements.)

- Record all meetings of the District
- Provide Oath of Office and notary public for all newly elected members of the Board
- Coordinate and provide contract administration for any services provided to the District by outside vendors:
 - Develop service contracts for the delivery of services to the District, with the assistance of the District's Attorney
 - Ensure that contract specifications are met
 - Interface with residents and contractors to ensure that anticipated service levels are being provided
 - Prepare contract amendments and change orders as necessary
 - Ensure proper contractor billing is received
- If required, provide day-to-day management of in-house operations by performing the following:
 - Hire and train a highly qualified staff
 - Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner
 - Prepare and implement operating schedules
 - Prepare and implement operating policies
 - Interface with residents to ensure anticipated levels of service are being met



Wrathell, Hunt and Associates, LLC

- Implement internal purchasing policies
- Prepare and bid services and commodities as necessary
- Coordinate with the residents to determine the services and levels of service to be provided as part of the District's budget preparations:
 - Identify new services
 - Identify expanded areas of existing services
 - Identify new levels of service
 - Provide budget recommendations based on findings
- Establish Budget Public Hearing(s) and dates
- Establish Board workshop dates (if required)
- Preparation of Estoppel Letters for Property Transfers and Monitoring Development of the District and Performance of Assessment True Up Analysis

Recording Services

Wrathell, Hunt & Associates, LLC, will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Prepare all Board Agendas and coordinate receipt of sufficient material for Board to make informed policy decisions
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the county in which the District is located
- Record and transcribe all meetings of the Board including regular meetings, special meetings, workshops and public hearing(s). The recording and transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by ***Wrathell, Hunt & Associates, LLC***, in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida law.
- Maintain all other District public records, including Agreements, Contracts and Resolutions in perpetuity for the District



Wrathell, Hunt and Associates, LLC

- Maintain District Seal
- Satisfy public records requests in a timely, professional and efficient manner
- Prepare and coordinate applications for:
 - Federal I.D. Number
 - Tax Exemption Certificate
- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes

Accounting Services

Wrathell, Hunt & Associates, LLC, will perform all required accounting functions of the District, which will include but not be limited to the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
- Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
- Modify Preliminary Budget for consideration by the Board at the District's advertised public hearing
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent
- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public



Wrathell, Hunt and Associates, LLC

- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Adhere to investment policies and procedures pursuant to Chapter 218, Florida Statutes
- Prepare Annual Financial Report for units of local government and distribute to the State Comptroller
- Prepare Public Depositor's Report and distribute to the State Treasurer
- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies
- Administer purchase order system, periodic payment of invoices
- Coordination of tax collection and miscellaneous receivables
- Prepare all required schedules for year-end audit:
 - Prepare schedule of bank reconciliations
 - Prepare cash and Investment confirmations for distribution to authorized Public Depositories and Trustee of District bond issues
 - Prepare analysis of accounts receivable
 - Prepare schedule of interfund accounts
 - Prepare schedule of payables from the governments
 - Prepare schedule of all prepaid expenses
 - Prepare debt confirmation schedules
 - Prepare schedule of accounts payable
 - Prepare schedule of changes in fund balances
 - Prepare schedule of assessment revenue compared to budget
 - Prepare schedule of interest income and provide reasonableness test
 - Prepare schedule of investments and accrued interest
 - Prepare analysis of all other revenue



Wrathell, Hunt and Associates, LLC

- Prepare analysis of interest expenses and calculate accrued interest expense at year end
- Prepare schedule of operating transfers
- Prepare schedule of cash receipts and cash disbursements
- Prepare analysis of cost of development and construction in progress
- Prepare analysis of reserves for encumbrances
- Prepare analysis of retainages payable
- Prepare amortization and depreciation schedules
- Prepare general fixed asset and general long-term debt account groups
- Perform general fixed asset accounting
- Account for assets constructed by or donated to the District for maintenance
- Prepare inventories of District property in accordance with the rules of the Auditor General

Special Assessment Methodology Preparation Services

Wrathell, Hunt & Associates, LLC, will perform all required special assessment methodology functions of the District, which will include but not be limited to the following:

- Review the District's capital improvement program
- Determine the types of special and general benefits of proposed investments
- Determine which properties within the boundaries of the Districts receive special benefits and which properties receive general benefits
- Determine a fair and reasonable apportionment of the special and peculiar benefits of the District-financed improvements among the properties deriving such benefits
- Based on the determination and apportionment of special and peculiar benefit, calculate a fair and reasonable apportionment of the responsibility to pay the non-ad valorem special assessments resulting from funding of the District's capital improvement plan



Wrathell, Hunt and Associates, LLC

- Prepare a Special Assessment Methodology Report for consideration by the Board of the District
- Prepare an assessment roll of all assessable properties within the District
- Present the Special Assessment Methodology Report to the Board at a public meeting and answer any questions pertaining to the Report
- Prepare the Preliminary and Final Assessment Rolls
- Prepare notices advising the property owners of the completion of construction and the amount of the final assessment
- Act as primary contact to answer property owners' questions regarding the capital assessment

Dissemination Agent Services

Wrathell, Hunt & Associates, LLC, will provide Dissemination Agent Services as specified in the District's Continuing Disclosure Agreement for bonds issued. Such services shall include but are not limited to:

- Determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and
- File a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to Disclosure Agreement(s), stating the date(s) it was provided, and listing all Repositories with which it was filed.
- All documents, reports, notices, statements, information and other materials provided to the MSRB under the District's Disclosure Agreement(s) shall be provided in an EMMA Compliant Format.



Exhibit B - Fee Schedule

1. District Management, Recording, Financial Accounting and Assessment Roll Services

FEE PROPOSED **\$48,000 annually**

2. Debt Service Fund Accounting/Assessment Collection Services *

**(applicable for second and subsequent series of bonds)*

FEE PROPOSED **\$2,500 annually per bond issue**
[250 units or less]

\$3,500 annually per bond issue
[251-350 units]

\$4,500 annually per bond issue
[351-450 units]

\$5,500 annually per bond issue
[451 units or more]

3. Assessment Methodology Consultant Services [Assessment Methodology Report]

FEE PROPOSED **\$25,000 per bond issue**

4. Issuance of Bonds, and Placement of Loans and Other District Indebtedness

FEE PROPOSED **Not to exceed \$35,000 per issue**

The following formula shall explain this fee. The fee for the first \$5,000,000 bond issue(s) SHALL BE \$3.00/\$1,000 with a minimum fee of \$10,000. The additional fee for bond issues between \$5,000,000 and \$10,000,000 shall be \$1.00/\$1,000. The fee for bond issues over \$10,000,000 shall be \$.50/\$1,000 of the additional amount. These fees are payable at closing of the bond issue. It is expressly understood that compensation shall be contingent upon completion of financing and if for any reason a financing is not completed, there shall be no compensation owed to **Wrathell, Hunt and Associates, LLC**. For the issuance of Bond Anticipation Notes, the fee is \$10,000 per issuance.

5. Dissemination Agent Services

FEE PROPOSED **\$1,000 annually per bond issue**



Wrathell, Hunt and Associates, LLC

6. Out of Pocket Expenses: *Wrathell, Hunt and Associates, LLC*, shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e. photocopies, postage, mailings, long distance telephone calls, and printing and binding, etc.). *Wrathell, Hunt and Associates, LLC*, will submit monthly invoices to District for work performed and payment shall become due and payable within fifteen (15) days of receipt.

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

4

David McInnes Secretary;

Christian Dimaculangan Assistant Secretary;

Johanna Lee Treasurer;

Bridgett Alexander Assistant Treasurer;

SECTION 3. This Resolution shall effective June 1, 2023 and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 19TH DAY OF APRIL 2023.

ATTEST:

**AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Aviary at Rutland Ranch Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT:

1. **DESIGNATION OF REGISTERED AGENT.** Craig Wrathell is hereby designated as Registered Agent for the District.
2. **REGISTERED OFFICE.** The District's Registered Office shall be located at Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.
3. **FILING.** In accordance with Section 189.014, Florida Statutes, the District’s Secretary is hereby directed to file certified copies of this resolution with Manatee County and the Florida Department of Economic Opportunity.
4. **EFFECTIVE DATE.** This Resolution shall become effective June 1, 2023.

PASSED AND ADOPTED this 19th day of April, 2023.

ATTEST:

**AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE DISTRICT MANAGER TO APPOINT SIGNORS ON THE LOCAL BANK ACCOUNT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Aviary at Rutland Ranch Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District’s Board of Supervisors desires to appoint the District Chair, Treasurer and Assistant Treasurer as signors on the account.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT THAT:

1. **DESIGNATING AUTHORIZED SIGNATORIES.** The District Chair, Treasurer and Assistant Treasurer shall be appointed as signors on the local bank account.

2. **EFFECTIVE DATE.** This Resolution shall become effective June 1, 2023 and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of April, 2023.

ATTEST:

AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE DISSEMINATION AGENT OF AVIARY AT RUTLAND RANCH AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Aviary at Rutland Ranch 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 Manatee County, Florida; and

WHEREAS, the Board desires to appoint and remove its Dissemination Agent.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Wrathell, Hunt & Associates, LLC (“WHA”) is hereby appointed as Dissemination Agent effective June 1, 2023 for future bond issuances. Evidence of WHA’s acceptance of such appointment is provided in that certain *Agreement for Management Services* between Aviary at Rutland Ranch and WHA, a copy of which can be requested from Aviary at Rutland Ranch.

SECTION 2. DPFPG shall be removed as Dissemination Agent as of 11:59 p.m., on May 31, 2023.

SECTION 2. This Resolution shall become effective on June 1, 2023.

PASSED AND ADOPTED THIS 19TH DAY OF APRIL 2023.

ATTEST:

AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

8

Aviary at Rutland Ranch Community Development District
c/o David McInnes and
Steve Cerven
DPFG Management & Consulting LLC
250 International Parkway Suite 208
Lake Mary, Florida 32746
dmcinnes@dpfgmc.com
scerven@falknergrou.com

RE: District Counsel Matter

Dear Sirs or Madams,

Effective February 6, 2023, Jere Earlywine will resign from KE LAW GROUP PLLC to join the law firm of KUTAK ROCK LLP.

Mr. Earlywine was providing services to you on the above-referenced matter. Therefore, this letter is to inform you that you have the option to choose to have Mr. Earlywine continue to represent you in this matter at his new law firm, or you may have KE LAW GROUP PLLC continue to represent you, in which case representation will be handled by Meredith Hammock and Lauren Gentry in KE LAW GROUP PLLC's Tampa Office. Alternatively, you can choose to retain an entirely new lawyer.

If you wish to have Jere Earlywine or a new lawyer continue to represent you, please be aware that you remain liable for fees and costs for services already provided by members of KE LAW GROUP PLLC through the date of this letter. Further, given the manner in which legal fees for open financing matters are structured, no fee has been paid to date. Should you elect to have this matter go with Mr. Earlywine, the fee may be apportioned between KE LAW GROUP PLLC and KUTAK ROCK LLP.

Please advise Jere Earlywine and KE Law Group PLLC in writing, as quickly as possible, of the District's decision so that continuity in your representation is assured. You may do so by indicating your choice below and returning a signed and dated copy. Please retain the additional copy of this designation letter for your records.

Yours truly,

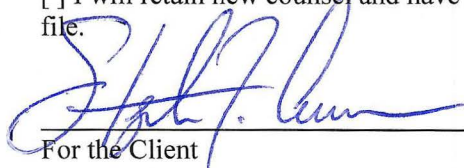
/s/ Jere Earlywine

Instructions

I wish my file to stay with KE LAW GROUP PLLC.

I wish my file and trust account balance to be transferred to Jere Earlywine at KUTAK ROCK LLP.

I will retain new counsel and have them contact KE LAW GROUP PLLC to coordinate transfer of my file.



For the Client

**KUTAK ROCK LLP
FEE AGREEMENT FOR
AVIARY AT RUTLAND RANCH CDD**

I. PARTIES

THIS FEE AGREEMENT ("Fee Agreement") is made and entered into by and between the following parties, and supersedes on a going forward basis any prior fee agreement between the parties:

A. Aviary at Rutland Ranch Community Development District ("Client")
c/o Wrathell, Hunt and Associates LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

B. Kutak Rock LLP ("KUTAK")
107 West College Avenue (32301)
P.O. Box 10230
Tallahassee, Florida 32302

II. SCOPE OF SERVICES

In consideration of the mutual agreements contained herein, the parties agree as follows:

A. The Client agrees to employ and retain KUTAK as its attorney and legal representative for all legal matters involving the District.

B. KUTAK accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

III. FEES

The Client agrees to compensate KUTAK for services rendered regarding any matters covered by this Fee Agreement according to the hourly billing rates for individual KUTAK lawyers set forth herein, plus actual expenses incurred by KUTAK in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference). For Calendar Year 2023, hourly rates will be \$295 per hour for shareholders, \$265 per hour associates, \$235 per hour for contract attorneys and \$190 per hour for paralegals. All hourly rates will be increased annually by \$10 per hour. To the extent that the District issues bonds during Calendar Year 2023, KUTAK will provide issuer's counsel services under a flat fee of \$38,000 per bond issuance. This flat fee will be increased annually by \$1,000 per year.

IV. CLIENT FILES

The files and work product materials ("Client File") of the Client generated or received by KUTAK will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by KUTAK for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KUTAK may

confidentially destroy or shred the Client File, unless KUTAK is provided a written request from the Client requesting return of the Client File, to which KUTAK will return the Client File at Client's expense.

V. DEFAULT

In the event of a dispute arising under this Fee Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VI. TERMINATION

Either party may terminate this Fee Agreement upon providing prior written notice to the other party at its regular place of business.

VII. EXECUTION OF FEE AGREEMENT

This Fee Agreement shall be deemed fully executed upon its signing by KUTAK and the Client. The contract formed between KUTAK and the Client shall be the operational contract between the parties.

VIII. ENTIRE CONTRACT

This Fee Agreement constitutes the entire agreement between the parties.

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT**

By: _____

Its: _____

Date: _____

KUTAK ROCK LLP

By:  _____

Jere L. Earlywine

Date: _____

ATTACHMENT A

KUTAK ROCK LLP EXPENSE REIMBURSEMENT POLICY

The following is the expense reimbursement policy for the Fee Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.05 per page, which is less than actual cost.

Facsimile. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes).

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the Client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The Client is responsible for notifying the firm of any particular billing arrangements or procedures which the Client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2023-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Aviary at Rutland Ranch Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2022/2023 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2022/2023 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2022/2023 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 19th day of April, 2023.

ATTEST:

AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE		
LOCATION		
<i>6102 162nd Ave E., Parrish, Florida 34219</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
May 17, 2023	Regular Meeting	5:00 PM
June 21, 2023	Regular Meeting	5:00 PM
July 19, 2023	Regular Meeting	5:00 PM
August 16, 2023	Regular Meeting	5:00 PM
September 20, 2023	Regular Meeting	5:00 PM

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2023-10

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE, PRINCIPAL HEADQUARTERS AND LOCAL DISTRICT RECORDS OFFICE OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Aviary at Rutland Ranch Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian; and

WHEREAS, the District is statutorily required to designate its principal headquarters and local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT:

1. PRIMARY ADMINISTRATIVE OFFICE. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

2. PRINCIPAL HEADQUARTERS AND LOCAL DISTRICT RECORDS OFFICE. The District’s principal headquarters for purposes of establishing proper venue and local District Records office where District records are available for public review and inspection shall be located at The District’s principal headquarters for purposes of establishing proper venue shall be located at the offices of 35100 SR 64 East, Myakka City, Florida 34251, and within Manatee County, Florida.

3. EFFECTIVE DATE. This Resolution shall take effect June 1, 2023.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED this 19th day of April, 2023.

ATTEST:

**AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

1 1 A

Strange Zone, Inc.

Quotation

260 NW 67th Street #108
Boca Raton, FL 33487
Phone: (305) 607-2989

DATE April 12, 2023
Quotation # M23-1013
Customer ID ICDD

Prepared by: Stephan

Prepared For:

Aviary at Rutland Ranch CDD
C.O. Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Phone: (561) 571-0010

Description	AMOUNT
Website creation & development <i>Website will be created using company provided colors, images & logo if available. The website will include the following pages & content: Home page, About page, What is a CDD page, Required reporting information page, FAQs page, News section if desired, Contact page, and Meetings & documents page which include PDF documents of audits, budget, meeting agenda, meeting schedule & minutes from meetings. Website HTML Code will be WCAG 2.1 AA Compliant. Client will be responsible for providing WCAG 2.1 AA Compliant PDF.</i>	\$975.00
Website maintenance For 1 year Please allow up to 48 hours for updates to be posted. <i>Maintenance includes posting of minutes, meeting agendas, audits, scheduled meetings, budgets, general documents, and any other content update needed. Creation of new pages will be a separate fee of \$50/ Page.</i>	\$600.00
Website hosting & Email For 1 year <i>Hosting service also includes 5 emails address accounts with 2GB of space for each account. Business Email with 50GB of Space \$10/User/Month</i>	Included
Domain Registration (aviarycdd.org)	\$35.00
SSL Certificates 1 year	\$69.99
TOTAL	\$ 1,679.99

If you have any questions concerning this quotation, Stephan, (305) 607-2989, strangezone@gmail.com

Payment must be received before the start of this agreement.

Date

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

11B

Date: April 13, 2023
Re: Website Mitigation Items for Accessibility

This proposal is for the website, which our development and audit team will perform the scope of services outlined below. ADA Site Compliance is a consultancy which provides specific services for the client. Any services outside of the scope below, or separate sites or templates, will require additional evaluations and proposals.

Technological Auditing

WCAG Standards
Technological auditing of the agreed upon pages.
Detailed Reports

Accessibility Policy and Compliance Shield

Indication to all website visitors that compliance, accessibility, and usability are a priority.
Provides contact information (phone and/or email) for users who find inaccessible areas of the website.



Scope of Services Performed by ADA Site Compliance:

- A. Technological Auditing and Reporting – WCAG Standards
- B. Accessibility Policy and Compliance Shield
- C. Technical Support – Email and Phone

Compliance Shield, Accessibility Policy and 1 Annual Technological Audit

\$210 per website (normally \$549) – Annual Pricing

The Aviary at Rutland Ranch CDD

By: _____

Name: _____

Its: _____

Date: _____

ADA Site Compliance

By: *Joshua LaBadie*

Name: Joshua LaBadie

Its: Senior Compliance Advisor



AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**Aviary
At Rutland Ranch
Community Development District**

Financial Statements
(Unaudited)

Period Ending

February 28, 2023

AVIARY
At Rutland Ranch
Community Development District
BALANCE SHEET
February 28, 2023

	<u>GENERAL FUND</u>	<u>DS 2019 FUND</u>	<u>DS 2021 FUND</u>	<u>CONSTRUCTION FUND</u>	<u>TOTAL</u>
ASSETS:					
CASH	\$ 504,758	\$ -		\$ -	\$ 504,758
INVESTMENT FUNDS:					
REVENUE FUND	-	25,511	18,236	-	43,747
RESERVE FUND	-	117,659	117,680	-	235,339
INTEREST FUND	-	-	-	-	-
SINK FUND	-	-	-	-	-
CONSTRUCTION FUND	-	-	-	733,569	733,569
DUE FROM OTHER FUNDS	-	229,241	115,887	-	345,127
ON ROLL ASSESSMENT RECEIVABLE	-	-	-	-	-
OFF ROLL ASSESSMENT RECEIVABLE	-	-	-	-	-
PREPAID ITEMS	2,500	-	-	-	2,500
TOTAL ASSETS	<u>\$ 507,258</u>	<u>\$ 372,411</u>	<u>\$ 251,803</u>	<u>\$ 733,569</u>	<u>\$ 1,865,041</u>
LIABILITIES & FUND BALANCE					
LIABILITIES:					
ACCOUNTS PAYABLE	\$ 428	\$ -	\$ -	\$ -	\$ 428
DEFERRED ON ROLL ASSESSMENT	-	-	-	-	-
DEFERRED OFF ROLL ASSESSMENT	-	-	-	-	-
DUE TO OTHER FUNDS	345,127	-	-	-	345,127
FUND BALANCES:					
NONSPENDABLE - PREPAID AND DEPOSITS	-			-	-
RESTRICTED FOR:					
DEBT SERVICE	-			-	-
CAPITAL PROJECTS	-	-			-
UNASSIGNED:	161,703	372,411	251,803	733,569	1,519,486
TOTAL LIABILITIES & FUND BALANCE	<u>\$ 507,258</u>	<u>\$ 372,411</u>	<u>\$ 251,803</u>	<u>\$ 733,569</u>	<u>\$ 1,865,041</u>

Note: GASB 34 government wide financial statements are available in the annual independent audit of the District. The audit is available on the website and upon request.

**Aviary
At Rutland Ranch
Community Development District
General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period from October 1, 2022 through February 28, 2023**

	FY2023 ADOPTED BUDGET	CURRENT MONTH	ACTUAL YEAR-TO-DATE	VARIANCE + / (-)	% OF BUDGET
REVENUE					
O&M ASSESSMENT COLLECTION	\$ 81,093	\$ 272	\$ 85,123	\$ 4,030	105%
OFF ROLL ASSESSMENT	31,821	-	10,680	\$ (21,141)	34%
INTEREST	-	39	109	\$ 109	100%
TOTAL REVENUE	112,914	310	95,913	\$ (17,001)	85%
EXPENDITURES					
ADMINISTRATIVE					
MANAGEMENT CONSULTING SERVICES	30,900	2,575	12,875	(18,025)	42%
BANK FEES	100	-	-	(100)	0%
MISCELLANEOUS	# 250	-	-	(250)	0%
AUDITING SERVICES	2,600	-	2,600	-	100%
REGULATORY AND PERMIT FEES	175	-	175	-	100%
LEGAL ADVERTISEMENTS	2,000	-	188	(1,812)	9%
ENGINEERING SERVICES	20,000	-	-	(20,000)	0%
LEGAL SERVICES	20,000	428	782	(19,218)	4%
WEBSITE HOSTING	2,650	92	1,973	(677)	74%
CONTINGENCY	10,000	-	-	(10,000)	0%
TOTAL ADMINISTRATIVE	88,675	3,095	18,593	(70,082)	21%
INSURANCE					
INSURANCE (Liability, Property & Casualty)	8,698	-	7,652	(1,046)	88%
DEBT SERVICE ADMINISTRATION					
DISSEMINATION AGENT	10,000	-	10,000	-	100%
TRUSTEE FEES	4,041	-	4,148	107	103%
ARBITRAGE	1,500	-	-	(1,500)	0%
TOTAL DEBT SERVICE ADMINISTRATION	15,541	-	14,148	(1,393)	91%
TOTAL EXPENDITURES	112,914	3,095	40,394	(72,520)	36%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES			55,519		
FUND BALANCE - BEGINNING			106,184		
DECREASE IN FUND BALANCE			-		
INCREASE IN RESERVE			-		
FUND BALANCE - ENDING			\$ 161,703		

Aviary
At Rutland Ranch
Community Development District
Debt Service Series 2019
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period from October 1, 2022 through February 28, 2023

	FY2023 ADOPTED BUDGET	ACTUAL YEAR-TO-DATE
REVENUE		
INTEREST--INVESTMENT	\$ -	\$ 2,117
ASSESSMENTS:	235,319	247,012
ASSESSMENT OFF ROLL (NET)	-	-
ASSESSMENT VIA LOT CLOSINGS	-	-
ASSESSMENT ON ROLL - EXCESS FEES	-	-
TOTAL REVENUE	235,319	249,130
EXPENDITURES		
COUNTY ASSESSMENT COLLECTION FEE	-	-
12/1/2021	80,544	80,544
6/1/2023	79,184	
PRINCIPAL PAYMENT	75,000	
	234,728	80,544
OTHER FINANCING SOURCES (USES)		
TRANSFER-IN	-	-
TRANSFER-OUT	-	(329)
TOTAL OTHER FINANCING SOURCES (USES)	-	(329)
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	591	168,257
FUND BALANCE - BEGINNING	-	204,154
FUND BALANCE - ENDING	\$ 591	\$ 372,411

Aviary
At Rutland Ranch
Community Development District
Debt Service Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period from October 1, 2022 through February 28, 2023

	FY2023 ADOPTED BUDGET	ACTUAL YEAR-TO-DATE
REVENUE		
INTEREST--INVESTMENT	\$ -	\$ 1,722
ASSESSMENT ON ROLL	96,687	101,492
ASSESSMENT OFF ROLL	138,673	125,917
ASSESSMENT VIA LOT CLOSINGS	-	-
ASSESSMENT ON ROLL - EXCESS FEES	-	-
TOTAL REVENUE	235,360	229,131
EXPENDITURES		
COI EXPENSE	-	-
11/1/2022	72,594	73,696
5/1/2023	72,594	-
TRUSTEE FEES	90,000	90,000
	235,188	163,696
OTHER FINANCING SOURCES (USES)		
TRANSFER-IN	-	329
TRANSFER-OUT	-	-
TOTAL OTHER FINANCING SOURCES (USES)	-	329
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	172	65,764
FUND BALANCE - BEGINNING	-	186,039
FUND BALANCE - ENDING	\$ 172	\$ 251,803

**Aviary
At Rutland Ranch
Community Development District
Construction**

**Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period from October 1, 2022 through February 28, 2023**

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUE	
BOND PROCEEDS	\$ -
INTEREST-INVESTMENT	8,834
TOTAL REVENUE	<u>8,834</u>
	-
EXPENDITURES	
CONSTRUCTION	-
	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	8,834
FUND BALANCE - BEGINNING	724,736
FUND BALANCE - ENDING	<u><u>\$ 733,569</u></u>

AVIARY
At Rutland Ranch
Community Development District
Bank Reconciliation -GF Operating Accounts
February 28, 2023

Balance Per Bank Statement	<u>\$ 507,374.74</u>
Less: Outstanding Checks	(2,616.67)
Less: Outstanding Deposits	-
<i>Adjusted Bank Balance</i>	<u><u>\$ 504,758.07</u></u>
Beginning Bank Balance Per Books	\$ 506,002.32
Cash Receipts	1,422.42
Disbursements	(2,666.67)
<i>Balance Per Books</i>	<u><u>\$ 504,758.07</u></u>

Aviary At Rutland Ranch CDD

Check Register

FY2023

Date	Num	Name	Memo	Debit	Credit	BU Balance
10/01/2022				0.00	0.00	84,185.00
10/01/2022	103	Egis Insurance & Risk Advisors	GL Insurance Policy# 100122376 10/01/22-10/01/23		7,652.00	76,533.00
10/04/2022	100009	Innersync	Invoice: 20732 (Reference: Website Services.)		1,515.00	75,018.00
10/11/2022	100010	Venturesin.com, Inc.	Invoice: 46063 (Reference: Professional Email.)		50.00	74,968.00
10/13/2022			Lot Closing FY 23 O&M	3,523.44		78,491.44
10/24/2022	100011	Business Observer	Invoice: 22-01515M (Reference: Notice of Landowners' Meeting.)		188.12	78,303.32
10/24/2022	100012	DPFG M&C	Invoice: 403535 (Reference: Annual contracted fees.) Invoice: 403504 (Reference: Monthly cont...		12,616.67	65,686.65
10/26/2022	100013	KE Law Group, PLLC	Invoice: 4421 (Reference: General Matters.)		108.00	65,578.65
10/31/2022			Excess Fees FY 22	1,267.86		66,846.51
10/31/2022			Interest	6.69		66,853.20
10/31/2022				4,797.99	22,129.79	66,853.20
11/03/2022	100014	Venturesin.com, Inc.	Invoice: 46104 (Reference: Email Essentials - Professional Email.)		50.00	66,803.20
11/14/2022	100015	DPFG M&C	Invoice: 404411 (Reference: DPFG Services--11/2022.)		2,616.67	64,186.53
11/15/2022	104	Dibartolomeo, McBee, Hartley & Barnes	Audit - 2021		2,600.00	61,586.53
11/16/2022			Tax Collection FY 23	459.40		62,045.93
11/16/2022	100016	KE Law Group, PLLC	Invoice: 4578 (Reference: General Matters.)		148.50	61,897.43
11/17/2022			Tax Collection FY 23	9,594.98		71,492.41
11/21/2022	105	FLORIDA DEPT OF ECONOMIC OPPO	Annual Filing Fee FY 22/23		175.00	71,317.41
11/23/2022			Tax Collection FY 23	675.73		71,993.14
11/30/2022			Interest	5.99		71,999.13
11/30/2022				10,736.10	5,590.17	71,999.13
12/02/2022	100017	Venturesin.com, Inc.	Invoice: 46142 (Reference: Email service for 12/2022.)		50.00	71,949.13
12/02/2022			Deposit	98,763.27		170,712.40
12/13/2022	100018	DPFG M&C	Invoice: 405569 (Reference: Monthly contracted management fees.)		2,616.67	168,095.73
12/19/2022			Deposit	201,287.17		369,382.90
12/28/2022			Deposit	28,038.55		397,421.45
12/31/2022			Interest	21.55		397,443.00
12/31/2022				328,110.54	2,666.67	397,443.00
01/05/2023	106	US Bank	Special Assessment Bonds Series 2021 Trustee Fees (12/01/22-11/30/23)		4,148.38	393,294.62
01/06/2023	100019	Venturesin.com, Inc.	Invoice: 46185 (Reference: Email Essentials.)		50.00	393,244.62
01/12/2023	100020	DPFG M&C	Invoice: 406477 (Reference: Monthly contracted management fees.)		2,616.67	390,627.95
01/18/2023	100021	KE Law Group, PLLC	Invoice: 5173 (Reference: 11/2022 & 12/2022 Legal Fees.)		97.50	390,530.45
01/20/2023			Deposit	17,698.32		408,228.77
01/23/2023			Deposit	93,883.49		502,112.26
01/25/2023			Deposit	3,027.97		505,140.23
01/25/2023			Deposit	825.81		505,966.04
01/31/2023			Interest	36.28		506,002.32
01/31/2023				115,471.87	6,912.55	506,002.32
02/01/2023			Interest	38.86		506,041.18
02/03/2023	100022	Venturesin.com, Inc.	Invoice: 46220 (Reference: Email Essentials - Professional Email.)		50.00	505,991.18
02/17/2023			Deposit	1,383.56		507,374.74
02/21/2023	100023	DPFG M&C	Invoice: 407581 (Reference: Monthly contracted management fees.)		2,616.67	504,758.07
02/28/2023				1,422.42	2,666.67	504,758.07

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

1 **MINUTES OF MEETING**
2 **AVIARY AT RUTLAND RANCH**
3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Aviary at Rutland Ranch Community
5 Development District was held on Monday, March 13, 2023 at 5:01 p.m. at 6102 162nd Avenue East,
6 Parrish, FL 34219, with Zoom Conference Call Available.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. McInnes called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10 Stephen Cerven Board Supervisor, Chairman
11 A. John Falkner Board Supervisor, Vice Chairman
12 Roy Cohn Board Supervisor, Assistant Secretary

13 Also present were:

14 David McInnes District Manager, DPGF Management & Consulting
15 Jere Earlywine (*via phone*) District Counsel, Kutak Rock

16 *The following is a summary of the discussions and actions taken at the March 13, 2023 Aviary at Rutland*
17 *Ranch CDD Board of Supervisors Regular Meeting.*

18 **SECOND ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for**
19 **agenda items)**

20 There being none, the next item followed.

21 Prior to proceeding with the Administration Items, Mr. McInnes noted that the Chair wished to
22 make a motion to amend the agenda to include a Resolution for designation of officers.

23 On a MOTION by Mr. Cerven, SECONDED by Mr. Falkner, WITH ALL IN FAVOR, the Board approved
24 amending the agenda to include the consideration for adoption of **Resolution 2023-02**, Designating
25 Officers, for the Aviary at Rutland Ranch Community Development District.

26 **THIRD ORDER OF BUSINESS – Administration Items**

27 A. Exhibit 1: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting
28 Held August 8, 2022

29 On a MOTION by Mr. Cerven, SECONDED by Mr. Falkner, WITH ALL IN FAVOR, the Board approved
30 the Minutes of the Board of Supervisors Regular Meeting Held August 8, 2022, for the Aviary at Rutland
31 Ranch Community Development District.

32 B. Exhibit 2: Presentation of the Minutes of the Landowner Election Held November 14, 2022

33 On a MOTION by Mr. Cerven, SECONDED by Mr. Falkner, WITH ALL IN FAVOR, the Board accepted
34 the Minutes of the Landowner Election Held November 14, 2022, for the Aviary at Rutland Ranch
35 Community Development District.

36 C. Exhibit 3: Consideration for Acceptance – The November 2022 Unaudited Financial Report

37 Mr. Cerven asked whether the financial reports could all be accepted in one motion, which Mr.
38 McInnes confirmed.

39 D. Exhibit 4: Consideration for Acceptance – The December 2022 Unaudited Financial Report

40 E. Exhibit 5: Consideration for Acceptance – The January 2023 Unaudited Financial Report

41 On a MOTION by Mr. Cerven, SECONDED by Mr. Falkner, WITH ALL IN FAVOR, the Board accepted
42 the November 2022, December 2022, and January 2023 Unaudited Financial Reports, for the Aviary at
43 Rutland Ranch Community Development District.

44 **FOURTH ORDER OF BUSINESS – Business Items**

45 A. Exhibit 6: Administration of Oath of Office to Elected Supervisors

46 Mr. McInnes stated that Supervisors Stephen Cerven, John Falkner, and Roy Cohn had signed and
47 submitted their Oaths of Office prior to the meeting.

48 *(The Board recessed the meeting at 5:28 p.m. and reconvened at 5:29 p.m.)*

49 B. Exhibit 7: Consideration and Adoption of **Resolution 2023-01**, Designating Signatories

50 On a MOTION by Mr. Cerven, SECONDED by Mr. Cohn, WITH ALL IN FAVOR, the Board adopted
51 **Resolution 2023-01**, Designating Signatories, for the Aviary at Rutland Ranch Community Development
52 District.

53 Following the motion, Mr. McInnes presented Resolution 2023-02, which removed Howard
54 McGaffney as Assistant Secretary, and added Bridgett Alexander as Assistant Treasurer and
55 Christian Dimaculangan as Assistant Secretary. Mr. McInnes recommended retaining the
56 remaining slate of current officers. In response to a Supervisor comment, Mr. McInnes stated that
57 the adoption date on the Resolution would be corrected.

58 On a MOTION by Mr. Cerven, SECONDED by Mr. Falkner, WITH ALL IN FAVOR, the Board adopted
59 **Resolution 2023-02**, Designating Officers, as amended, for the Aviary at Rutland Ranch Community
60 Development District.

61 C. Consideration of Drafting an RFP for Emergency Disaster Debris Removal Services

62 No action was taken by the Board on this item.

63 D. Exhibit 8: Presentation and Acceptance of FY 2021 Audit Report

64 Mr. McInnes stated that this was a clean audit for the past fiscal year. Mr. Earlywine advised that
65 while the audit had been delinquent on the specified deadline, District Management had taken
66 appropriate steps for communication and no action would be taken against the District as a result.

67 On a MOTION by Mr. Cerven, SECONDED by Mr. Cohn, WITH ALL IN FAVOR, the Board accepted
68 the FY 2021 Audit Report, for the Aviary at Rutland Ranch Community Development District.

69 E. Exhibit 9: Ratification of the Acquisition of the Phase IIB Improvements and Work Product

70 On a MOTION by Mr. Cerven, SECONDED by Mr. Falkner, WITH ALL IN FAVOR, the Board approved
71 ratification of the Acquisition of the Phase IIB Improvements and Work Product, for the Aviary at Rutland
72 Ranch Community Development District.

73 F. Exhibit 10: Discussion of Draft of FY 2024 Proposed Budget

74 The Board discussed the proposed budget, and the Chair requested to not increase the O&M
75 assessments. Comments were made regarding potentially reducing the contingency, or engineering
76 and legal fees based on historical spending data.

77 Mr. Earlywine suggested that they could describe a Resolution and have the Board adopt the budget
78 with it at this meeting.

79 On a MOTION by Mr. Cerven, SECONDED by Mr. Falkner, WITH ALL IN FAVOR, the Board approved
80 amending the agenda to include the consideration for adoption of **Resolution 2023-03**, approving the FY
81 2024 Proposed Budget, for the Aviary at Rutland Ranch Community Development District.

82 Following the motion, the Board and staff discussed a target month for the public hearing, and Mr.
83 McInnes suggested that an August public hearing would provide some room in case of hurricanes
84 cancelling meetings.

85 On a MOTION by Mr. Cerven, SECONDED by Mr. Falkner, WITH ALL IN FAVOR, the Board adopted
86 **Resolution 2023-03** in substantial form, approving the FY 2024 Proposed Budget, in an amount not to
87 exceed the FY 2023 budget, for the Aviary at Rutland Ranch Community Development District.

88 **FIFTH ORDER OF BUSINESS – Staff Reports**

89 A. District Manager

90 There being none, the next item followed.

91 B. District Counsel

92 Mr. Earlywine stated that he had nothing to report.

93 C. District Engineer

94 The District Engineer was not present.

95 **SIXTH ORDER OF BUSINESS – Supervisors Requests**

96 There being none, the next item followed.

97 **SEVENTH ORDER OF BUSINESS – Audience Comments – New Business – (limited to 3 minutes per**
98 *individual for non-agenda items)*

99 There were no audience comments.

100 **EIGHTH ORDER OF BUSINESS – Adjournment**

101 Mr. McInnes asked for final questions, comments, or corrections before requesting a motion to
102 adjourn the meeting. There being none, Mr. Cerven made a motion to adjourn the meeting.

103 On a MOTION by Mr. Cerven, SECONDED by Mr. Cohn, WITH ALL IN FAVOR, the Board adjourned
104 the meeting at 5:50 p.m. for the Aviary at Rutland Ranch Community Development District.

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

108 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
109 **meeting held on _____.**

110

Signature

Signature

111

Printed Name

Printed Name

112 **Title:** **Secretary** **Assistant Secretary**

Title: **Chairman** **Vice Chairman**