

AVIARY AT RUTLAND RANCH

**COMMUNITY DEVELOPMENT
DISTRICT**

May 28, 2025

**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

May 21, 2025

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 May 28, 2025 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. Administration of Oath of Office to Elected Supervisor, Scott Falkner - Seat 3 (*the following to be provided under separate cover*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Sample Form 1: Statement of Financial Interests/Instructions
 - D. Form 8B – Memorandum of Voting Conflict
4. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consideration of Resolution 2025-02, Declaring a Vacancy in Seat 4 and Seat 5 of the Board of Supervisors Pursuant to Section 190.006(3)(b), Florida Statutes; and Providing for Severability and an Effective Date
6. Consider Appointment of General Elector to Fill Unexpired Term of Seat 4; *Term Expires November 2028*
 - Administration of Oath of Office to Appointed Supervisor
7. Consider Appointment of General Elector to Fill Unexpired Term of Seat 5; *Term Expires November 2028*

ATTENDEES:

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

NOTE: Meeting Time

- Administration of Oath of Office to Appointed Supervisor
8. Consideration of Resolution 2025-03, Electing and Removing Officers of the District, and Providing for an Effective Date
 9. Consideration of Resolution 2025-04, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
 10. Consideration of Resolution 2025-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
 11. Consideration of Resolution 2025-06, Directing the Chairman and District Staff to Request the Passage of an Ordinance by the County Commission of Manatee County, Florida, Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of that Process; and Providing an Effective Date
 - A. Consideration of Boundary Amendment Funding Agreement
 12. Consideration of Resolution 2025-07, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
 13. Ratification of Sun State Landscape Management, Inc., Agreement for Services
 14. Acceptance of Unaudited Financial Statements as of March 31, 2025
 15. Approval of Minutes
 - A. August 21, 2024 Public Hearings and Regular Meeting
 - B. November 5, 2024 Landowners' Meeting
 16. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *ZNS Engineering, L.C.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - UPCOMING MEETINGS
 - June 18, 2025 at 5:00 PM [Adoption of Delegation Resolution]

- August 20, 2025 at 5:00 PM
- September 17, 2025 at 5:00 PM

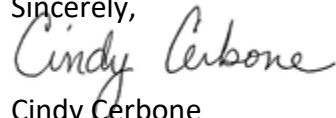
○ QUORUM CHECK

| | | | | |
|--------|----------------|------------------------------------|--------------------------------|-----------------------------|
| 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 | | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 5 | | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |

17. Public Comments
18. Board Members' Comments/Requests
19. Adjournment

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

Sincerely,



Cindy Cerbone
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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**AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Aviary at Rutland Ranch Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, 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 entirely within Manatee County, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners' meeting is required to be held within 90 days of the District's creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners' meeting was held at which the below recited person was duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

1. **ELECTION RESULTS.** The following person is found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

| BOARD OF SUPERVISORS | SEAT | VOTES |
|----------------------|--------|-----------|
| Scott Falkner | Seat 3 | 430 Votes |

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

| BOARD OF SUPERVISORS | SEAT | TERM OF OFFICE |
|----------------------|--------|----------------|
| Scott Falkner | Seat 3 | 4-Year Term |

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3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 28th day of May, 2025.

Attest:

**AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN SEAT 4 AND SEAT 5 OF THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), *FLORIDA STATUTES*; AND PROVIDING FOR SEVERABILITY AND 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, on November 5, 2024, two (2) members of the Board of Supervisors (“Board”) were to be elected by the “Qualified Electors” of the District, as that term is defined in Section 190.003, *Florida Statutes*; and

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

WHEREAS, at the close of the qualifying period there were no Qualified Electors qualified to run for two (2) of the seats available for election by the Qualified Electors of the District; and

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

WHEREAS, Qualified Electors are to be appointed to the vacant seats within 90 days thereafter; and

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

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

1. DECLARATION OF VACANT BOARD SUPERVISOR SEAT. The following seats are hereby declared vacant effective as of May 28, 2025:

Seat # 4 (currently held by Roger Aman)

Seat # 5 (currently vacant)

2. INCUMBENT BOARD SUPERVISOR. Until such time as the Board nominates a Qualified Elector to fill the vacancies declared in Section 1 above, the incumbent Board Supervisor shall remain in office.

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

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 28th day of May, 2025.

ATTEST:

**AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

AVIARY AT RUTLAND RANCH

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVIARY
AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT
ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the 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*; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective May 28, 2025:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
Chris Conti is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of May 28, 2025:

Roy Cohn Assistant Secretary

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 28TH DAY OF MAY, 2025.

ATTEST:

AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

AVIARY AT RUTLAND RANCH

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors ("**Board**") of the Aviary at Rutland Ranch Community Development District ("**District**") prior to June 15, 2025, the proposed budget ("**Proposed Budget**") for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"); and

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

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

SECTION 1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026, attached hereto as **Exhibit A**, is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

SECTION 2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour, and location:

| | |
|------------------|---|
| DATE: | _____ |
| HOUR: | 5:00 p.m. |
| LOCATION: | 6102 162 nd Avenue E Parrish, Florida 34219 |

SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee County at least sixty (60) days prior to the hearing set above.

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

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

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

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

PASSED AND ADOPTED this 28th day of May, 2025.

ATTEST:

**AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Proposed Budget

Exhibit A: Fiscal Year 2025/2026 Proposed Budget

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
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**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

| | Fiscal Year 2025 | | | | Proposed Budget FY 2026 |
|--|------------------------------|---------------------------------|-----------------------------------|--------------------------------|----------------------------|
| | Adopted Budget FY 2025 | Actual through 03/31/2025 | Projected through 9/30/2025 | Total Actual & Projected | |
| REVENUES | | | | | |
| Assessment levy: on-roll - gross | \$ 112,143 | | | | \$ 93,679 |
| Allowable discounts (4%) | (4,486) | | | | (3,747) |
| Assessment levy: on-roll - net | 107,657 | \$ 106,745 | \$ 912 | \$ 107,657 | 89,932 |
| Assessment levy: off-roll | - | - | - | - | 19,398 |
| Landowner contributions | - | - | - | - | 5,000 |
| Total revenues | 107,657 | 106,745 | 912 | 107,657 | 114,330 |
| EXPENDITURES | | | | | |
| Professional & administrative | | | | | |
| Management/accounting/recording | 48,000 | 24,000 | 24,000 | 48,000 | 48,000 |
| Legal | 10,000 | 802 | 9,198 | 10,000 | 10,000 |
| Legal - boundary amendment | - | - | - | - | 5,000 |
| Engineering | 5,000 | - | 5,000 | 5,000 | 5,000 |
| Audit | 6,000 | - | 6,000 | 6,000 | 6,000 |
| Arbitrage rebate calculation | 1,000 | - | 1,000 | 1,000 | 1,000 |
| Debt service accounting - series 2021 | 2,500 | 1,250 | 1,250 | 2,500 | 2,500 |
| Debt service accounting - series 2024 | 2,500 | - | - | - | - |
| Debt service accounting - series 2025 | - | - | - | - | 2,500 |
| Dissemination agent | 3,000 | 1,000 | 1,000 | 2,000 | 3,000 |
| Trustee | | | - | - | |
| Series 2019 | 4,250 | - | 4,250 | 4,250 | 4,250 |
| Series 2021 | 4,250 | 4,148 | - | 4,148 | 4,250 |
| Series 2024 | 4,250 | - | - | - | - |
| Series 2025 | - | - | - | - | 4,250 |
| Telephone | 200 | 100 | 100 | 200 | 200 |
| Postage | 500 | 35 | 465 | 500 | 500 |
| Printing & binding | 500 | 250 | 250 | 500 | 500 |
| Legal advertising | 1,700 | 352 | 1,348 | 1,700 | 1,700 |
| Annual special district fee | 175 | 175 | - | 175 | 175 |
| Insurance | 9,053 | 8,736 | - | 8,736 | 9,780 |
| Contingencies/bank charges | 500 | 405 | 500 | 905 | 1,250 |
| Website | | | - | - | |
| Hosting & maintenance | 705 | - | 705 | 705 | 705 |
| ADA compliance | 210 | - | 210 | 210 | 210 |
| Tax collector | 3,364 | 3,197 | 167 | 3,364 | 3,560 |
| Total professional & administrative | 107,657 | 44,450 | 55,443 | 99,893 | 114,330 |

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

| | Fiscal Year 2025 | | | | Proposed Budget FY 2026 |
|--|------------------------------|---------------------------------|-----------------------------------|--------------------------------|----------------------------|
| | Adopted Budget FY 2025 | Actual through 03/31/2025 | Projected through 9/30/2025 | Total Actual & Projected | |
| Field operations | | | | | |
| Hurricane Clean-up | - | 58,705 | - | 58,705 | - |
| Total field operations | - | 58,705 | - | 58,705 | - |
| Total expenditures | 107,657 | 103,155 | 55,443 | 158,598 | 114,330 |
| Excess/(deficiency) of revenues over/(under) expenditures | - | 3,590 | (54,531) | (50,941) | - |
| Fund balance - beginning (unaudited) | 142,705 | 177,256 | 180,846 | 177,256 | 126,315 |
| Fund balance - ending (projected) | | | | | |
| Committed | | | | | |
| Storm water reporting | 7,500 | - | - | - | 7,500 |
| Assigned | | | | | |
| 3 months working capital | 36,930 | - | - | - | 35,918 |
| Unassigned | 98,275 | 180,846 | 126,315 | 126,315 | 82,897 |
| Fund balance - ending | <u>\$ 142,705</u> | <u>\$ 180,846</u> | <u>\$ 126,315</u> | <u>\$ 126,315</u> | <u>\$ 126,315</u> |

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

| | |
|--|--------------------------|
| Management/accounting/recording | \$ 48,000 |
| <p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p> | |
| Legal | 10,000 |
| <p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p> | |
| Legal - boundary amendment | 5,000 |
| Engineering | 5,000 |
| <p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p> | |
| Audit | 6,000 |
| <p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p> | |
| Arbitrage rebate calculation | 1,000 |
| <p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p> | |
| Debt service accounting - series 2021 | 2,500 |
| Debt service accounting - series 2025 | 2,500 |
| Dissemination agent | 3,000 |
| <p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p> | |
| Trustee | |
| <p>Annual fee for the service provided by trustee, paying agent and registrar.</p> | |
| Series 2019 | 4,250 |
| Series 2021 | 4,250 |
| Series 2025 | 4,250 |
| Telephone | 200 |
| <p>Telephone and fax machine.</p> | |
| Postage | 500 |
| <p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p> | |
| Printing & binding | 500 |
| <p>Letterhead, envelopes, copies, agenda packages, etc.</p> | |
| Legal advertising | 1,700 |
| <p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p> | |
| Annual special district fee | 175 |
| <p>Annual fee paid to the Florida Department of Economic Opportunity.</p> | |
| Insurance | 9,780 |
| <p>The District will obtain public officials and general liability insurance.</p> | |
| Contingencies/bank charges | 1,250 |
| <p>Bank charges and other miscellaneous expenses incurred during the year.</p> | |
| Website | |
| Hosting & maintenance | 705 |
| ADA compliance | 210 |
| Tax collector | 3,560 |
| Total expenditures | <u><u>\$ 114,330</u></u> |

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2019
FISCAL YEAR 2026**

| | Fiscal Year 2025 | | | | Proposed |
|---|------------------------------|---------------------------------|-----------------------------------|--------------------------------|-------------------|
| | Adopted Budget FY 2025 | Actual through 03/31/2025 | Projected through 9/30/2025 | Total Actual & Projected | Budget FY 2026 |
| REVENUES | | | | | |
| Assessment levy: on-roll | \$ 251,677 | | | | \$ 251,677 |
| Allowable discounts (4%) | (10,067) | | | | (10,067) |
| Net assessment levy - on-roll | 241,610 | \$ 239,561 | \$ 2,049 | \$ 241,610 | 241,610 |
| Interest | - | 4,630 | - | 4,630 | - |
| Total revenues | 241,610 | 244,191 | 2,049 | 246,240 | 241,610 |
| EXPENDITURES | | | | | |
| Debt service | | | | | |
| Principal | 75,000 | - | 75,000 | 75,000 | 80,000 |
| Interest | 158,369 | 77,825 | 80,544 | 158,369 | 152,450 |
| Tax collector | 7,550 | 7,175 | 375 | 7,550 | 7,550 |
| Total expenditures | 240,919 | 85,000 | 155,919 | 240,919 | 240,000 |
| Excess/(deficiency) of revenues over/(under) expenditures | 691 | 159,191 | (153,870) | 5,321 | 1,610 |
| Fund balance: | | | | | |
| Net increase/(decrease) in fund balance | 691 | 159,191 | (153,870) | 5,321 | 1,610 |
| Beginning fund balance (unaudited) | 207,433 | 302,387 | 461,578 | 302,387 | 307,708 |
| Ending fund balance (projected) | <u>\$208,124</u> | <u>\$ 461,578</u> | <u>\$ 307,708</u> | <u>\$ 307,708</u> | <u>309,318</u> |
| Use of fund balance: | | | | | |
| Debt service reserve account balance (required) | | | | | (117,659) |
| Interest expense - December 1, 2026 | | | | | (74,625) |
| Projected fund balance surplus/(deficit) as of September 30, 2026 | | | | | <u>\$ 117,034</u> |

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019 AMORTIZATION SCHEDULE**

| | Principal | Coupon Rate | Interest | Debt Service | Bond Balance |
|--------------|---------------------|--------------------|---------------------|---------------------|-------------------------|
| 12/1/2025 | | | 76,225.00 | 76,225.00 | 3,385,000.00 |
| 6/1/2026 | 80,000.00 | 4.000% | 76,225.00 | 156,225.00 | 3,385,000.00 |
| 12/1/2026 | | | 74,625.00 | 74,625.00 | 3,305,000.00 |
| 6/1/2027 | 85,000.00 | 4.000% | 74,625.00 | 159,625.00 | 3,305,000.00 |
| 12/1/2027 | | | 72,925.00 | 72,925.00 | 3,220,000.00 |
| 6/1/2028 | 90,000.00 | 4.000% | 72,925.00 | 162,925.00 | 3,220,000.00 |
| 12/1/2028 | | | 71,125.00 | 71,125.00 | 3,130,000.00 |
| 6/1/2029 | 90,000.00 | 4.000% | 71,125.00 | 161,125.00 | 3,130,000.00 |
| 12/1/2029 | | | 69,325.00 | 69,325.00 | 3,040,000.00 |
| 6/1/2030 | 95,000.00 | 4.000% | 69,325.00 | 164,325.00 | 3,040,000.00 |
| 12/1/2030 | | | 67,425.00 | 67,425.00 | 2,945,000.00 |
| 6/1/2031 | 100,000.00 | 4.500% | 67,425.00 | 167,425.00 | 2,945,000.00 |
| 12/1/2031 | | | 65,175.00 | 65,175.00 | 2,845,000.00 |
| 6/1/2032 | 105,000.00 | 4.500% | 65,175.00 | 170,175.00 | 2,845,000.00 |
| 12/1/2032 | | | 62,812.50 | 62,812.50 | 2,740,000.00 |
| 6/1/2033 | 110,000.00 | 4.500% | 62,812.50 | 172,812.50 | 2,740,000.00 |
| 12/1/2033 | | | 60,337.50 | 60,337.50 | 2,630,000.00 |
| 6/1/2034 | 115,000.00 | 4.500% | 60,337.50 | 175,337.50 | 2,630,000.00 |
| 12/1/2034 | | | 57,750.00 | 57,750.00 | 2,515,000.00 |
| 6/1/2035 | 120,000.00 | 4.500% | 57,750.00 | 177,750.00 | 2,515,000.00 |
| 12/1/2035 | | | 55,050.00 | 55,050.00 | 2,395,000.00 |
| 6/1/2036 | 125,000.00 | 4.500% | 55,050.00 | 180,050.00 | 2,395,000.00 |
| 12/1/2036 | | | 52,237.50 | 52,237.50 | 2,270,000.00 |
| 6/1/2037 | 130,000.00 | 4.500% | 52,237.50 | 182,237.50 | 2,270,000.00 |
| 12/1/2037 | | | 49,312.50 | 49,312.50 | 2,140,000.00 |
| 6/1/2038 | 135,000.00 | 4.500% | 49,312.50 | 184,312.50 | 2,140,000.00 |
| 12/1/2038 | | | 46,275.00 | 46,275.00 | 2,005,000.00 |
| 6/1/2039 | 145,000.00 | 4.500% | 46,275.00 | 191,275.00 | 2,005,000.00 |
| 12/1/2039 | | | 43,012.50 | 43,012.50 | 1,860,000.00 |
| 6/1/2040 | 150,000.00 | 4.625% | 43,012.50 | 193,012.50 | 1,860,000.00 |
| 12/1/2040 | | | 39,543.75 | 39,543.75 | 1,710,000.00 |
| 6/1/2041 | 155,000.00 | 4.625% | 39,543.75 | 194,543.75 | 1,710,000.00 |
| 12/1/2041 | | | 35,959.38 | 35,959.38 | 1,555,000.00 |
| 6/1/2042 | 165,000.00 | 4.625% | 35,959.38 | 200,959.38 | 1,555,000.00 |
| 12/1/2042 | | | 32,143.75 | 32,143.75 | 1,390,000.00 |
| 6/1/2043 | 170,000.00 | 4.625% | 32,143.75 | 202,143.75 | 1,390,000.00 |
| 12/1/2043 | | | 28,212.50 | 28,212.50 | 1,220,000.00 |
| 6/1/2044 | 180,000.00 | 4.625% | 28,212.50 | 208,212.50 | 1,220,000.00 |
| 12/1/2044 | | | 24,050.00 | 24,050.00 | 1,040,000.00 |
| 6/1/2045 | 190,000.00 | 4.625% | 24,050.00 | 214,050.00 | 1,040,000.00 |
| 12/1/2045 | | | 19,656.25 | 19,656.25 | 850,000.00 |
| 6/1/2046 | 200,000.00 | 4.625% | 19,656.25 | 219,656.25 | 850,000.00 |
| 12/1/2046 | | | 15,031.25 | 15,031.25 | 650,000.00 |
| 6/1/2047 | 205,000.00 | 4.625% | 15,031.25 | 220,031.25 | 650,000.00 |
| 12/1/2047 | | | 10,290.63 | 10,290.63 | 445,000.00 |
| 6/1/2048 | 215,000.00 | 4.625% | 10,290.63 | 225,290.63 | 445,000.00 |
| 12/1/2048 | | | 5,318.75 | 5,318.75 | 230,000.00 |
| 6/1/2049 | 230,000.00 | 4.625% | 5,318.75 | 235,318.75 | - |
| Total | 3,385,000.00 | | 2,267,637.52 | 5,652,637.52 | |

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021
FISCAL YEAR 2026**

| | Fiscal Year 2025 | | | | |
|---|------------------------------|---------------------------------|-----------------------------------|--------------------------------|-------------------------------|
| | Adopted Budget FY 2025 | Actual through 03/31/2025 | Projected through 9/30/2025 | Total Actual & Projected | Proposed Budget FY 2026 |
| REVENUES | | | | | |
| Assessment levy: on-roll | \$ 251,721 | | | | \$ 251,721 |
| Allowable discounts (4%) | (10,069) | | | | (10,069) |
| Net assessment levy - on-roll | 241,652 | \$ 239,561 | \$ 2,091 | \$ 241,652 | 241,652 |
| Interest | - | 4,811 | - | 4,811 | - |
| Total revenues | 241,652 | 244,372 | 2,091 | 246,463 | 241,652 |
| EXPENDITURES | | | | | |
| Debt service | | | | | |
| Principal | 90,000 | 90,000 | - | 90,000 | 90,000 |
| Interest | 144,085 | 71,491 | 72,594 | 144,085 | 139,675 |
| Tax collector | 7,552 | 7,176 | 376 | 7,552 | 7,552 |
| Total expenditures | 241,637 | 168,667 | 72,970 | 241,637 | 237,227 |
| Excess/(deficiency) of revenues over/(under) expenditures | 15 | 75,705 | (70,879) | 4,826 | 4,425 |
| Fund balance: | | | | | |
| Net increase/(decrease) in fund balance | 15 | 75,705 | (70,879) | 4,826 | 4,425 |
| Beginning fund balance (unaudited) | 284,289 | 303,091 | 378,796 | 303,091 | 307,917 |
| Ending fund balance (projected) | <u>\$284,304</u> | <u>\$ 378,796</u> | <u>\$ 307,917</u> | <u>\$ 307,917</u> | <u>312,342</u> |
| Use of fund balance: | | | | | |
| Debt service reserve account balance (required) | | | | | (117,680) |
| Principal expense - November 1, 2026 | | | | | (95,000) |
| Interest expense - November 1, 2026 | | | | | (69,286) |
| Projected fund balance surplus/(deficit) as of September 30, 2026 | | | | | <u>\$ 30,376</u> |

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

| | Principal | Coupon Rate | Interest | Debt Service | Bond Balance |
|-----------|------------------|--------------------|-----------------|---------------------|-------------------------|
| 11/1/2025 | 90,000.00 | 2.450% | 70,388.75 | 160,388.75 | 3,905,000.00 |
| 5/1/2026 | | | 69,286.25 | 69,286.25 | 3,815,000.00 |
| 11/1/2026 | 95,000.00 | 2.450% | 69,286.25 | 164,286.25 | 3,815,000.00 |
| 5/1/2027 | | | 68,122.50 | 68,122.50 | 3,720,000.00 |
| 11/1/2027 | 95,000.00 | 3.100% | 68,122.50 | 163,122.50 | 3,720,000.00 |
| 5/1/2028 | | | 66,650.00 | 66,650.00 | 3,625,000.00 |
| 11/1/2028 | 100,000.00 | 3.100% | 66,650.00 | 166,650.00 | 3,625,000.00 |
| 5/1/2029 | | | 65,100.00 | 65,100.00 | 3,525,000.00 |
| 11/1/2029 | 105,000.00 | 3.100% | 65,100.00 | 170,100.00 | 3,525,000.00 |
| 5/1/2030 | | | 63,472.50 | 63,472.50 | 3,420,000.00 |
| 11/1/2030 | 105,000.00 | 3.100% | 63,472.50 | 168,472.50 | 3,420,000.00 |
| 5/1/2031 | | | 61,845.00 | 61,845.00 | 3,315,000.00 |
| 11/1/2031 | 110,000.00 | 3.100% | 61,845.00 | 171,845.00 | 3,315,000.00 |
| 5/1/2032 | | | 60,140.00 | 60,140.00 | 3,205,000.00 |
| 11/1/2032 | 115,000.00 | 3.400% | 60,140.00 | 175,140.00 | 3,205,000.00 |
| 5/1/2033 | | | 58,185.00 | 58,185.00 | 3,090,000.00 |
| 11/1/2033 | 115,000.00 | 3.400% | 58,185.00 | 173,185.00 | 3,090,000.00 |
| 5/1/2034 | | | 56,230.00 | 56,230.00 | 2,975,000.00 |
| 11/1/2034 | 120,000.00 | 3.400% | 56,230.00 | 176,230.00 | 2,975,000.00 |
| 5/1/2035 | | | 54,190.00 | 54,190.00 | 2,855,000.00 |
| 11/1/2035 | 125,000.00 | 3.400% | 54,190.00 | 179,190.00 | 2,855,000.00 |
| 5/1/2036 | | | 52,065.00 | 52,065.00 | 2,730,000.00 |
| 11/1/2036 | 130,000.00 | 3.400% | 52,065.00 | 182,065.00 | 2,730,000.00 |
| 5/1/2037 | | | 49,855.00 | 49,855.00 | 2,600,000.00 |
| 11/1/2037 | 135,000.00 | 3.400% | 49,855.00 | 184,855.00 | 2,600,000.00 |
| 5/1/2038 | | | 47,560.00 | 47,560.00 | 2,465,000.00 |
| 11/1/2038 | 140,000.00 | 3.400% | 47,560.00 | 187,560.00 | 2,465,000.00 |
| 5/1/2039 | | | 45,180.00 | 45,180.00 | 2,325,000.00 |
| 11/1/2039 | 145,000.00 | 3.400% | 45,180.00 | 190,180.00 | 2,325,000.00 |
| 5/1/2040 | | | 42,715.00 | 42,715.00 | 2,180,000.00 |
| 11/1/2040 | 145,000.00 | 3.400% | 42,715.00 | 187,715.00 | 2,180,000.00 |
| 5/1/2041 | | | 40,250.00 | 40,250.00 | 2,035,000.00 |
| 11/1/2041 | 150,000.00 | 3.400% | 40,250.00 | 190,250.00 | 2,035,000.00 |
| 5/1/2042 | | | 37,700.00 | 37,700.00 | 1,885,000.00 |
| 11/1/2042 | 155,000.00 | 4.000% | 37,700.00 | 192,700.00 | 1,885,000.00 |
| 5/1/2043 | | | 34,600.00 | 34,600.00 | 1,730,000.00 |
| 11/1/2043 | 165,000.00 | 4.000% | 34,600.00 | 199,600.00 | 1,730,000.00 |
| 5/1/2044 | | | 31,300.00 | 31,300.00 | 1,565,000.00 |
| 11/1/2044 | 170,000.00 | 4.000% | 31,300.00 | 201,300.00 | 1,565,000.00 |
| 5/1/2045 | | | 27,900.00 | 27,900.00 | 1,395,000.00 |
| 11/1/2045 | 175,000.00 | 4.000% | 27,900.00 | 202,900.00 | 1,395,000.00 |
| 5/1/2046 | | | 24,400.00 | 24,400.00 | 1,220,000.00 |
| 11/1/2046 | 185,000.00 | 4.000% | 24,400.00 | 209,400.00 | 1,220,000.00 |

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

| | Principal | Coupon Rate | Interest | Debt Service | Bond Balance |
|--------------|---------------------|--------------------|---------------------|---------------------|-------------------------|
| 5/1/2047 | | | 20,700.00 | 20,700.00 | 1,035,000.00 |
| 11/1/2047 | 190,000.00 | 4.000% | 20,700.00 | 210,700.00 | 1,035,000.00 |
| 5/1/2048 | | | 16,900.00 | 16,900.00 | 845,000.00 |
| 11/1/2048 | 200,000.00 | 4.000% | 16,900.00 | 216,900.00 | 845,000.00 |
| 5/1/2049 | | | 12,900.00 | 12,900.00 | 645,000.00 |
| 11/1/2049 | 205,000.00 | 4.000% | 12,900.00 | 217,900.00 | 645,000.00 |
| 5/1/2050 | | | 8,800.00 | 8,800.00 | 440,000.00 |
| 11/1/2050 | 215,000.00 | 4.000% | 8,800.00 | 223,800.00 | 440,000.00 |
| 5/1/2051 | | | 4,500.00 | 4,500.00 | 225,000.00 |
| 11/1/2051 | 225,000.00 | 4.000% | 4,500.00 | 229,500.00 | - |
| Total | 3,905,000.00 | | 2,311,481.25 | 6,216,481.25 | |

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND AND DEBT SERVICE FUND
ASSESSMENT SUMMARY
FISCAL YEAR 2026**

Phase 1 Units - Series 2019 DS - On-Roll

| Number of Units | Unit Type | Projected Fiscal Year 2026 | | | FY 25 Assessment |
|--------------------|-----------|----------------------------|----------|----------|---------------------|
| | | GF | DSF | GF & DSF | |
| 214 | SF 50' | 195.94 | 1,176.06 | 1,372.00 | 1,410.57 |
| 214 | | | | | |

Phase 2 Units - Series 2021 DS - On-Roll

| Number of Units | Unit Type | Projected Fiscal Year 2026 | | | FY 25 Assessment |
|--------------------|-----------|----------------------------|----------|----------|---------------------|
| | | GF | DSF | GF & DSF | |
| 129 | SF 50' | 195.94 | 1,282.98 | 1,478.92 | 1,517.49 |
| 56 | SF 60' | 234.78 | 1,539.58 | 1,774.36 | 1,820.99 |
| 185 | | | | | |

Phase 3A Units - On-Roll

| Number of Units | Unit Type | Projected Fiscal Year 2026 | | | FY 25 Assessment |
|--------------------|-----------|----------------------------|-----|----------|---------------------|
| | | GF | DSF | GF & DSF | |
| 68 | SF 50' | 195.94 | - | 195.94 | 234.51 |
| 68 | | | | | |

Phase 3B Units - Off-Roll

| Number of Units | Unit Type | Projected Fiscal Year 2026 | | | FY 25 Assessment |
|--------------------|-----------|----------------------------|-----|----------|---------------------|
| | | GF | DSF | GF & DSF | |
| 51 | SF 50' | 180.62 | - | 180.62 | n/a |
| 47 | SF 60' | 216.74 | - | 216.74 | n/a |

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2025-05

A RESOLUTION 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 2025/2026 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 2025/2026 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 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 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 28th day of May, 2025.

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 2025/2026 MEETING SCHEDULE | | |
| | | |
| LOCATION | | |
| 6102 162nd Avenue E, Parrish, Florida 34219 | | |
| | | |
| DATE | POTENTIAL DISCUSSION/FOCUS | TIME |
| | | |
| October 15, 2025 | Regular Meeting | 5:00 PM |
| | | |
| November 19, 2025 | Regular Meeting | 5:00 PM |
| | | |
| December 17, 2025 | Regular Meeting | 5:00 PM |
| | | |
| January 21, 2026 | Regular Meeting | 5:00 PM |
| | | |
| February 18, 2026 | Regular Meeting | 5:00 PM |
| | | |
| March 18, 2026 | Regular Meeting | 5:00 PM |
| | | |
| April 15, 2026 | Regular Meeting | 5:00 PM |
| | | |
| May 20, 2026 | Regular Meeting | 5:00 PM |
| | | |
| June 17, 2026 | Regular Meeting | 5:00 PM |
| | | |
| July 15, 2026 | Regular Meeting | 5:00 PM |
| | | |
| August 19, 2026 | Regular Meeting | 5:00 PM |
| | | |
| September 16, 2026 | Regular Meeting | 5:00 PM |
| | | |

AVIARY AT RUTLAND RANCH

COMMUNITY DEVELOPMENT DISTRICT

11

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE COUNTY COMMISSION OF MANATEE COUNTY, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Aviary at Rutland Ranch Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District desires to amend its boundaries to be consistent with the legal description set forth in **Exhibit A** ("**Boundary Amendment**"); and

WHEREAS, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

WHEREAS, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

WHEREAS, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("**Board**"); and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

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

1. RECITALS. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION FOR BOUNDARY AMENDMENT. Pursuant to Chapter 190, *Florida Statutes*, the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation necessary to seek the amendment of the District's boundaries as described in **Exhibit A**. The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

3. AUTHORIZATION FOR AGENT. The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 28th day of May, 2025.

ATTEST:

**AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description of District Boundaries, as Amended

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

11A

BOUNDARY AMENDMENT FUNDING AGREEMENT

This Agreement is made and entered into this 28th day of May, 2025, by and between:

Aviary at Rutland Ranch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

Aviary Development Group, Inc. ("**Grantor**"), a Florida profit corporation, whose mailing address is 35100 SR 64 E, Myakka City, Florida 34251 ("**Landowner**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes* ("**Act**") for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure ("**Ordinance**"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, pursuant to Resolution 2025-06 the District has authorized a "**Boundary Amendment**" to amend the District's boundaries, and, in consideration, the Landowner has agreed to fund all managerial, engineering, legal and other fees and costs that the District incurs in connection with the Boundary Amendment ("**Amendment Expenses**"); and

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PROVISION OF FUNDS.** The Landowner agrees to make available to the District such monies as are necessary to fund the Amendment Expenses and enable the District to effect the Boundary Amendment. The Landowner will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The District Manager shall require consultants to provide invoices for the Amendment Expenses separate from other services provided to the District.

2. **DISTRICT USE OF FUNDS.** The District agrees to use the Amendment Expenses solely for the Boundary Amendment. The District agrees to use its good faith best efforts to proceed in an expeditious manner to effect the Boundary Amendment. The District shall not have any obligation to reimburse or repay the Landowner for funds made available to the District under this Agreement.

3. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages (but not consequential, special or punitive damages), injunctive relief and/or specific performance.

4. **ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover

all fees and costs incurred, including reasonable attorneys' and paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. **AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

6. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

7. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth in this Agreement.

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

10. **ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

11. **CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

12. **TERMINATION.** Either party may terminate this Agreement upon a breach by the other party, notice of which breach shall be provided to all parties at the addresses noted above, and only after the breaching party is provided fifteen (15) calendar day's period to cure said breach.

13. **PUBLIC RECORDS.** Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

14. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

15. **SOVEREIGN IMMUNITY.** Landowner agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

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

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

18. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

By: _____
Its: _____

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Aviary at Rutland Ranch Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 28th day of May, 2025.

ATTEST:

**AVIARY AT RUTLAND RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

AVIARY AT RUTLAND RANCH

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **05/28/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS

AGREEMENT FOR SERVICES

This "Agreement" is by and between: Aviary at Rutland Ranch Community Development District ("District") and Sun State Landscape Management, Inc. dated December 2, 2024 ("Contractor"):

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement.
2. **SCOPE OF SERVICES.** The Contractor agrees to provide the "Services" outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
3. **COMPENSATION.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
4. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.
5. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
6. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit B**. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
7. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
8. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 5 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
9. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.
10. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
11. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
12. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
13. **CONFLICTS.** To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this document controls.

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

AVIARY AT RUTLAND RANCH CDD

By: _____
Its: _____

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

SUN STATE LANDSCAPE MANAGEMENT INC.

Juan Castillo
By: _____
Its: Account Manager

Exhibit A: Proposal

**SUN STATE LANDSCAPE
MANAGEMENT, INC.**

8920 ERIE LANE
PARRISH, FL 34219

INVOICE

Invoice Number: 61496
Invoice Date: Oct 31, 2024
Page: 1

Voice: 941-776-2897
Fax: 941-776-0857

Bill To:

AVIARY AT RUTLAND RANCH CDD
2300 GLADES ROAD
SUITE 410W
Boca Raton, FL 33431

Ship to:

Aviary
Tree Restaking

| Customer ID | Customer PO | Payment Terms | |
|--------------|-----------------|---------------|----------|
| AVIARY CDD | | Net 30 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | N/A | | 11/30/24 |

| Quantity | Item | Description | Unit Price | Amount |
|------------------------|------|---|------------|------------------|
| 226.00 | | Restaked tree's with 2x4's | 130.00 | 29,380.00 |
| 213.00 | | Restake tree with Tree Frog Straps (3 straps) | 65.00 | 13,845.00 |
| 120.00 | | Restake trees with Tree Frogs Straps (2 straps) | 45.00 | 5,400.00 |
| 315.00 | | Restake trees with Tree Frogs Straps (1 straps) | 32.00 | 10,080.00 |
| Subtotal | | | | 58,705.00 |
| Sales Tax | | | | |
| Total Invoice Amount | | | | 58,705.00 |
| Payment/Credit Applied | | | | |
| TOTAL | | | | 58,705.00 |

Check/Credit Memo No:

Exhibit B: Certificate of Insurance



SUNSTAT-06

SJASSO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|---|----------------|--------|
| PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748 | CONTACT NAME: | | |
| | PHONE (A/C, No, Ext): (800) 845-8437 | FAX (A/C, No): | |
| INSURED Sun State Landscape Management, Inc. 8920 Erie Lane Parrish, FL 34219 | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Southern-Owners Insurance Company | | 10190 |
| | INSURER B : FFVA Mutual Insurance Co | | 10385 |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |
| INSURER F : | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | 20084668 | 10/1/2024 | 10/1/2025 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 5408466800 | 10/1/2024 | 10/1/2025 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC84000351682024A | 10/1/2024 | 10/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Aviary at Rutland Ranch Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

| | |
|--|---|
| 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Sun State Landscape Management, Inc. | |
| 2 Business name/disregarded entity name, if different from above. | |
| 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i> |
| 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/> | |
| 5 Address (number, street, and apt. or suite no.). See instructions. 8920 Erie Lane | Requester's name and address (optional) |
| 6 City, state, and ZIP code Parrish, FL 34219 | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|-----|
| Social security number | | | | | | | | |
| | | | - | | | | - | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| 6 | 5 | - | 0 | 9 | 9 | 3 | 6 | 0 4 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|---|-------------------------|
| Sign Here | Signature of U.S. person <i>Justin Hand, President</i> | Date <i>11-26-24</i> |
|------------------|---|-------------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025**

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2025**

| | Major Funds | | | Total |
|---|-------------------|--------------------------------|--------------------------------|-----------------------|
| | General | Debt Service Series 2019 | Debt Service Series 2021 | Governmental Funds |
| ASSETS | | | | |
| Cash - BankUnited | \$ 179,538 | \$ - | \$ - | \$ 179,538 |
| Investments | | | | |
| Revenue | - | 268,323 | 259,812 | 528,135 |
| Reserve | - | 117,659 | 118,388 | 236,047 |
| Sinking | - | 75,000 | - | 75,000 |
| Due from other funds | | | | |
| General | - | 596 | 596 | 1,192 |
| Deposits | 2,500 | - | - | 2,500 |
| Assessments receivable | - | 1,662 | 683 | 2,345 |
| Total assets | <u>\$ 182,038</u> | <u>\$ 463,240</u> | <u>\$ 379,479</u> | <u>\$ 1,024,757</u> |
| LIABILITIES | | | | |
| Liabilities | | | | |
| Due to other funds | | | | |
| Debt service 2019 | \$ 596 | \$ - | \$ - | \$ 596 |
| Debt service 2021 | 596 | - | - | 596 |
| Total liabilities | <u>1,192</u> | <u>-</u> | <u>-</u> | <u>1,192</u> |
| DEFERRED INFLOWS OF RESOURCES | | | | |
| Deferred receipts | - | 1,662 | 683 | 2,345 |
| Total deferred inflows of resources | <u>-</u> | <u>1,662</u> | <u>683</u> | <u>2,345</u> |
| Fund balances | | | | |
| Restricted for: | | | | |
| Debt service | - | 461,578 | 378,796 | 840,374 |
| Committed | | | | |
| Storm water reporting | 7,500 | - | - | 7,500 |
| Assigned | | | | |
| 3 months working capital | 36,930 | - | - | 36,930 |
| Unassigned | 136,416 | - | - | 136,416 |
| Total fund balances | <u>180,846</u> | <u>461,578</u> | <u>378,796</u> | <u>1,021,220</u> |
| Total liabilities, deferred inflows of resources and fund balances | <u>\$ 182,038</u> | <u>\$ 463,240</u> | <u>\$ 379,479</u> | <u>\$ 1,024,757</u> |

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2025**

| | Current Month | Year to Date | Budget | % of Budget |
|--|------------------|-------------------|-------------------|----------------|
| REVENUES | | | | |
| Assessment levy: on-roll | \$ 274 | \$ 106,745 | \$ 107,657 | 99% |
| Total revenues | <u>274</u> | <u>106,745</u> | <u>107,657</u> | 99% |
| EXPENDITURES | | | | |
| Professional & administrative | | | | |
| Management/accounting/recording | 4,000 | 24,000 | 48,000 | 50% |
| Legal | 487 | 802 | 10,000 | 8% |
| Engineering | - | - | 5,000 | 0% |
| Audit | - | - | 6,000 | 0% |
| Arbitrage rebate calculation | - | - | 1,000 | 0% |
| Debt service accounting - series 2021 | 208 | 1,250 | 2,500 | 50% |
| Debt service accounting - series 2024 | - | - | 2,500 | 0% |
| Dissemination agent | 167 | 1,000 | 3,000 | 33% |
| Trustee | | | | |
| Series 2019 | - | - | 4,250 | 0% |
| Series 2021 | - | 4,148 | 4,250 | 98% |
| Series 2024 | - | - | 4,250 | 0% |
| Telephone | 17 | 100 | 200 | 50% |
| Postage & reproduction | - | 35 | 500 | 7% |
| Printing & binding | 42 | 250 | 500 | 50% |
| Legal advertising | 69 | 352 | 1,700 | 21% |
| Annual district filing fee | - | 175 | 175 | 100% |
| Insurance | - | 8,736 | 9,053 | 96% |
| ADA website compliance | - | - | 210 | 0% |
| Website | - | - | 705 | 0% |
| Contingencies | 25 | 405 | 500 | 81% |
| Tax collector | 8 | 3,197 | 3,364 | 95% |
| Total professional & administrative | <u>5,023</u> | <u>44,450</u> | <u>107,657</u> | 41% |
| Field operations | | | | |
| Hurricane clean-up | - | 58,705 | - | N/A |
| Total field operations | - | 58,705 | - | N/A |
| Total expenditures | <u>5,023</u> | <u>103,155</u> | <u>107,657</u> | 96% |
| Excess/(deficiency) of revenues over/(under) expenditures | (4,749) | 3,590 | - | |
| Fund balance - beginning | 185,595 | 177,256 | 142,705 | |
| Fund balance - ending (projected) | 180,846 | 180,846 | 142,705 | |
| Committed | | | | |
| Storm water reporting | 7,500 | 7,500 | 7,500 | |
| Assigned | | | | |
| 3 months working capital | 36,930 | 36,930 | 36,930 | |
| Unassigned | 136,416 | 136,416 | 98,275 | |
| Fund balance - ending | <u>\$180,846</u> | <u>\$ 180,846</u> | <u>\$ 142,705</u> | |

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019
FOR THE PERIOD ENDED MARCH 31, 2025**

| | Current Month | Year to Date | Budget | % of Budget |
|--|-------------------|-------------------|-------------------|----------------|
| REVENUES | | | | |
| Special assessments - on roll | \$ 614 | \$ 239,561 | \$ 241,610 | 99% |
| Interest | 928 | 4,630 | - | N/A |
| Total revenues | <u>1,542</u> | <u>244,191</u> | <u>241,610</u> | 101% |
| EXPENDITURES | | | | |
| Principal | - | - | 75,000 | 0% |
| Interest | - | 77,825 | 158,369 | 49% |
| Total expenditures | <u>-</u> | <u>77,825</u> | <u>233,369</u> | 33% |
| Other fees and charges | | | | |
| Property appraiser & tax collector | 18 | 7,175 | 7,550 | 95% |
| Total other fees and charges | <u>18</u> | <u>7,175</u> | <u>7,550</u> | 95% |
| Total expenditures | <u>18</u> | <u>85,000</u> | <u>240,919</u> | 35% |
| Excess/(deficiency) of revenues over/(under) expenditures | 1,524 | 159,191 | 691 | |
| Fund balance - beginning | 460,054 | 302,387 | 207,433 | |
| Fund balance - ending | <u>\$ 461,578</u> | <u>\$ 461,578</u> | <u>\$ 208,124</u> | |

**AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED MARCH 31, 2025**

| | Current Month | Year to Date | Budget | % of Budget |
|--|-------------------|-------------------|-------------------|----------------|
| REVENUES | | | | |
| Special assessments - on roll | \$ 614 | \$ 239,561 | \$ 241,652 | 99% |
| Interest | 904 | 4,811 | - | N/A |
| Total revenues | <u>1,518</u> | <u>244,372</u> | <u>241,652</u> | 101% |
| EXPENDITURES | | | | |
| Principal | - | 90,000 | 90,000 | 100% |
| Interest | - | 71,491 | 144,085 | 50% |
| Total expenditures | <u>-</u> | <u>161,491</u> | <u>234,085</u> | 69% |
| Other fees and charges | | | | |
| Property appraiser & tax collector | 18 | 7,176 | 7,552 | 95% |
| Total other fees and charges | <u>18</u> | <u>7,176</u> | <u>7,552</u> | 95% |
| Total expenditures | <u>18</u> | <u>168,667</u> | <u>241,637</u> | 70% |
| Excess/(deficiency) of revenues over/(under) expenditures | 1,500 | 75,705 | 15 | |
| Fund balance - beginning | 377,296 | 303,091 | 290,471 | |
| Fund balance - ending | <u>\$ 378,796</u> | <u>\$ 378,796</u> | <u>\$ 290,486</u> | |

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

A

DRAFT

**MINUTES OF MEETING
AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Aviary at Rutland Ranch Community Development District held Public Hearings and a Regular Meeting on August 21, 2024 at 5:00 p.m., or as soon thereafter as the matter may be heard, at 6102 162nd Avenue E, Parrish, Florida 34219.

Present:

| | |
|------------------------|---------------------|
| Stephen (Steve) Cerven | Chair |
| A. John Falkner | Vice Chair |
| Scott Falkner | Assistant Secretary |
| Roger Aman | Assistant Secretary |

Also present:

| | |
|------------------------------------|------------------------------------|
| Cindy Cerbone | District Manager |
| Michal Szymonowicz (via telephone) | Wrathell, Hunt and Associates, LLC |
| Jere Earlywine (via telephone) | District Counsel |
| Jeb Mulock (via telephone) | District Engineer |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 5:06 p.m. Supervisors Cerven, Aman, A. John Falkner and Scott Falkner were present. Supervisor Cohn was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

A. Proof/Affidavit of Publication

B. Consideration of Resolution 2024-07, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Ms. Cerbone presented Resolution 2024-07. She reviewed the proposed Fiscal Year 2025 budget. All assessments will be on roll. Assessments for Fiscal Year 2025 will decrease compared to Fiscal Year 2024.

On MOTION by Mr. Cerven and seconded by Mr. Aman, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Mr. Cerven and seconded by Mr. Aman, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Cerven and seconded by Mr. Aman, with all in favor, Resolution 2024-07, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

C. Consideration of Resolution 2024-08, Providing for Funding for the Fiscal Year 2024/2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Ms. Cerbone presented Resolution 2024-08.

Discussion ensued regarding a difference in the General Fund assessment amount on the 68 Phase 3 units as reflected in the adopted Fiscal Year 2025 budget, which reflects the

grossed-up amount including the County collection fees, and the Mailed Notice, which does not include the County collection fee. Mr. Earlywine voiced his opinion that the Mailed Notice gives proper notice and the actions can proceed.

On MOTION by Mr. Cerven and seconded by Mr. Aman, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Mr. Cerven and seconded by Mr. Aman, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Cerven and seconded by Mr. Aman, with all in favor, Resolution 2024-08, Providing for Funding for the Fiscal Year 2024/2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Presentation of Audited Financial Statements for the Fiscal Year Ended September 30, 2023, Prepared by DiBartolomeo, McBee, Hartley & Barnes, P.A.

Ms. Cerbone presented the Audited Financial Report for the Fiscal Year Ended September 30, 2023 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

A. Consideration of Resolution 2024-09, Hereby Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2023

On MOTION by Mr. A. John Falkner and seconded by Mr. Scott Falkner, with all in favor, Resolution 2024-05, Resolution 2024-09, Hereby Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2023, was adopted.

SIXTH ORDER OF BUSINESS**Update: Financing Items**

Mr. Cerven stated that bonds will not be issued until calendar year 2025.

SEVENTH ORDER OF BUSINESS**Consideration of FMSbonds Rule G-17
Disclosure Letter****A. Acceptance of Nongovernmental Entity Human Trafficking Affidavit**

These items were deferred.

EIGHTH ORDER OF BUSINESS**Consideration of Goals and Objectives
Reporting [HB7013 - Special Districts
Performance Measures and Standards
Reporting]**

Ms. Cerbone presented the Memorandum explaining the new requirement for special districts to develop goals and objectives annually and develop performance measures and standards to assess the achievement of the goals and objectives. Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability will be the key categories to focus on for Fiscal Year 2025. She presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

The following change was made to the Performance Measures/Standards & Annual Reporting Form:

Page 2: Delete Item 2 "INFRASTRUCTURE AND FACILITIES MAINTENANCE" category

On MOTION by Mr. Cerven and seconded by Mr. Scott Falkner, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, as amended, were approved.

NINTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of June 30, 2024**

On MOTION by Mr. Cerven and seconded by Mr. Scott Falkner, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.

TENTH ORDER OF BUSINESS

Approval of June 12, 2024 Regular Meeting Minutes

On MOTION by Mr. Cerven and seconded by Mr. Scott Falkner, with all in favor, the June 12, 2024 Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

B. District Engineer: ZNS Engineering, L.C.

There were no District Counsel or District Engineer reports.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: September 18, 2024 at 5:00 PM**

- **QUORUM CHECK**

The next meeting will be held on September 18, 2024, unless cancelled.

TWELFTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Cerven and seconded by Mr. Aman, with all in favor, the meeting adjourned at p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

B

DRAFT

**MINUTES OF MEETING
AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT**

A Landowners' Meeting of the Aviary at Rutland Ranch Community Development District was held on November 5, 2024 at 11:00 a.m., at Home2 Suites by Hilton – Lakewood Ranch, 6015 Exchange Way, Bradenton, Florida 34202.

Present were:

| | |
|-------------------|------------------------|
| Jere Earlywine | District Counsel |
| Stephen J. Cerven | Landowner/Proxy Holder |

AUDIO WAS NOT AVAILABLE

MINUTES TRANSCRIBED FROM MEETING DOCUMENTS

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Earlywine called the meeting to order.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Mr. Earlywine served as Chair to conduct the Landowners' Meeting.

FOURTH ORDER OF BUSINESS

Election of Supervisors [Seat 3]

A. Nominations

The following nomination was made:

Seat 3 Scott Falkner

No other nominations were made.

B. Casting of Ballots

Mr. Cerven is the designated Proxy Holder of ROWE VENTURES LLC, owner of 417.5242 acres, equating to 418 voting units, and 34 platted units, equating 34 voting units, for a total of 452 voting units. Mr. Cerven is eligible to cast up to 452 votes per Seat.

I. Determine Number of Voting Units Represented

A total of 452 voting units were represented.

II. Determine Number of Voting Units Assigned by Proxy

All 452 voting units were assigned by proxy to Mr. Cerven.

Mr. Cerven cast the following votes:

| | | |
|--------|---------------|-----------|
| Seat 3 | Scott Falkner | 430 votes |
|--------|---------------|-----------|

C. Ballot Tabulation and Results

Mr. Earlywine reported the following ballot tabulation, result and terms length:

| | | | |
|--------|---------------|-----------|-------------|
| Seat 3 | Scott Falkner | 430 votes | 4-year term |
|--------|---------------|-----------|-------------|

FIFTH ORDER OF BUSINESS

Landowners' Questions/Comments

There were no Landowners' questions or comments.

SIXTH ORDER OF BUSINESS

Adjournment

The meeting adjourned.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

AVIARY AT RUTLAND RANCH
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

AVIARY AT RUTLAND RANCH COMMUNITY DEVELOPMENT DISTRICT**BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE****LOCATION**

6102 162nd Avenue E, Parrish, Florida 34219

¹Home2 Suites by Hilton – Lakewood Ranch, 6015 Exchange Way, Bradenton, Florida 34202

| DATE | POTENTIAL DISCUSSION/FOCUS | TIME |
|--|--|----------|
| October 16, 2024 CANCELED | Regular Meeting | 5:00 PM |
| November 5, 2024 ¹ | Landowners' Meeting | 11:00 AM |
| November 20, 2024 CANCELED | Regular Meeting | 5:00 PM |
| December 16, 2024 CANCELED | Regular Meeting | 5:00 PM |
| December 18, 2024 <i>rescheduled to December 16, 2024</i> | Regular Meeting | 5:00 PM |
| January 15, 2025 CANCELED | Regular Meeting | 5:00 PM |
| February 12, 2025 CANCELED | Regular Meeting | 3:00 PM |
| February 19, 2025 <i>rescheduled to February 12, 2025</i> | Regular Meeting | 5:00 PM |
| March 19, 2025 <i>rescheduled to March 24, 2025</i> | Regular Meeting | 5:00 PM |
| March 24, 2025 CANCELED | Regular Meeting | 5:00 PM |
| April 16, 2025 CANCELED | Regular Meeting | 5:00 PM |
| May 14, 2025 CANCELED | Regular Meeting <i>Presentation of FY2026 Proposed Budget</i> | 5:30 PM |
| May 21, 2025 <i>rescheduled to May 14, 2025</i> | Regular Meeting | 5:00 PM |
| May 28, 2025 | Regular Meeting <i>Presentation of FY2026 Proposed Budget</i> | 5:00 PM |

| DATE | POTENTIAL DISCUSSION/FOCUS | TIME |
|-------------------------------|---|---------|
| | | |
| June 18, 2025 | Regular Meeting <i>Adoption of Delegation Resolution</i> | 5:00 PM |
| | | |
| July 16, 2025 CANCELED | Regular Meeting | 5:00 PM |
| | | |
| August 20, 2025 | Regular Meeting | 5:00 PM |
| | | |
| September 17, 2025 | Regular Meeting | 5:00 PM |
| | | |