

# **RYE RANCH**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**December 8, 2022**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**  
**LETTER**

**Rye 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**

December 1, 2022

Board of Supervisors  
Rye Ranch Community Development District

Dear Board Members:

The Board of Supervisors of the Rye Ranch Community Development District will hold a Regular Meeting on December 8, 2022, at 5:00 P.M., at 6102 162<sup>nd</sup> Avenue E, Parrish, Florida 34219. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2023-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
4. Consideration of Resolution, 2023-07, Approving a Merger Agreement with the Northlake Stewardship District; Authorizing Such Actions as are Necessary in Furtherance of the Merger Process; Setting a Public Hearing; Limiting the Effective Date of Anticipated Merger; and Providing for Severability and an Effective Date
  - A. Form of Merger Agreement
  - B. Form of Transmittal Letter
5. Acceptance of Unaudited Financial Statements as of October 31, 2022
6. Approval of November 2, 2022 Public Hearings and Regular Meeting Minutes
7. Staff Reports
  - A. District Counsel: *KE Law Group, PLLC*
  - B. District Engineer [Interim]: *ZNS Engineering, L.C.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: TBD

**ATTENDEES:**

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

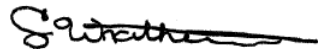
○ QUORUM CHECK

Stephen Cerven	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
A John Falkner	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Scott Falkner	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Jeff Cerven	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Roy Cohn	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

- 8. Public Comments
- 9. Board Members' Comments/Requests
- 10. Adjournment

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

Sincerely,



Craig Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 801 901 3513**

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

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**RESOLUTION 2023-06**

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RYE RANCH COMMUNITY DEVELOPMENT DISTRICT:**

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

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

**PASSED AND ADOPTED** this 8th day of December, 2022.

ATTEST:

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**EXHIBIT "A"**

<b>RYE RANCH COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>6102 162nd Ave E., Parrish, Florida 34219</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
January __, 2023	Regular Meeting	__:__ AM/PM
February __, 2023	Regular Meeting	__:__ AM/PM
March __, 2023	Regular Meeting	__:__ AM/PM
April __, 2023	Regular Meeting	__:__ AM/PM
May __, 2023	Regular Meeting	__:__ AM/PM
June __, 2023	Regular Meeting	__:__ AM/PM
July __, 2023	Regular Meeting	__:__ AM/PM
August __, 2023	Regular Meeting	__:__ AM/PM
September __, 2023	Regular Meeting	__:__ AM/PM

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4**



**RESOLUTION 2023-07**

**A RESOLUTION OF THE RYE RANCH COMMUNITY DEVELOPMENT DISTRICT APPROVING A MERGER AGREEMENT WITH THE NORTHLAKE STEWARDSHIP DISTRICT; AUTHORIZING SUCH ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE MERGER PROCESS; SETTING A PUBLIC HEARING; LIMITING THE EFFECTIVE DATE OF ANTICIPATED MERGER; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, Rye Ranch Community Development District (“**CDD**”) is a local unit of special-purpose government pursuant to Chapter 190, Florida Statutes, and established by Manatee County, Florida pursuant to Ordinance No. 22-12 (“**Ordinance**”), for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

**WHEREAS**, Northlake Stewardship District (“**Stewardship District**” together with the CDD, the “**Districts**”) is a local unit of special-purpose government established by the Florida Legislature pursuant to Chapter 2022-248 Laws of Florida (“**Act**”), for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

**WHEREAS**, the Board of Supervisors of the CDD has determined that a merger with the Stewardship District is in the best interests of the Districts because, among other reasons, the merger would:

- (a) Eliminate redundant overhead costs and other expenses;
- (b) Promote greater efficiency in the Districts’ maintenance and operation of existing projects benefitting both Districts; and
- (c) Better achieve the original public infrastructure delivery and maintenance plans for the Districts; and
- (d) Provide greater access to recreational improvements.

**WHEREAS**, pursuant to Section 190.046, Florida Statutes, and the Act, agreements have been prepared in the form attached hereto as **Exhibit A (“Merger Agreement”)**, which agreement sets forth the terms for effecting the merger including, among other things, making provision for the filing of merger requests, for the proper allocation of the indebtedness so assumed, and for the manner in which said debt shall be retired; and

**WHEREAS**, Section 190.046(3), *Florida Statutes*, authorizes the merger of community development districts as follows, with emphasis added:

A community development district may also merge with another type of special district created by special act pursuant to the terms of that special act . . . The government formed by a merger involving a community development district pursuant to this section shall assume all indebtedness of, and receive title to, all property owned by the preexisting special districts . . . the districts desiring to merge shall enter into a merger agreement and shall provide for the proper allocation of the indebtedness so assumed and the manner in which such debt shall

be retired. The approval of the merger agreement and the petition by the board of supervisors of the district shall constitute consent of the landowners within the district. A community development district merging with another type of district may also enter into a merger agreement to address issues of transition, including the allocation of indebtedness and retirement of debt.; and

**WHEREAS**, Section 6.(27) of the Act also authorizes the merger of one or more community development districts with the Stewardship District as follows, with emphasis added:

The district may merge with one or more community development districts situated wholly within its boundaries. The district shall be the surviving entity of the merger. Any mergers shall commence upon each such community development district filing a written request for merger with the district. A copy of the written request shall also be filed with Manatee County. The district, subject to the direction of its board of supervisors, shall enter into a merger agreement which shall provide for the proper allocation of debt, the manner in which such debt shall be retired, the transition of the community development district board, and the transfer of all financial obligations and operating and maintenance responsibilities to the district. The execution of the merger agreement by the district and each community development district constitutes consent of the landowners within each district.

**WHEREAS**, the Merger Agreement provides that, as the surviving district, Stewardship District, will assume all indebtedness of, and receive title to, all property owned by the CDD; and

**WHEREAS**, the Merger Agreement provides that all existing bond indebtedness continue to be secured by, and allocated in the same manner as, the existing debt assessment liens; and

**WHEREAS**, the Merger Agreement provides that the merger will not adversely affect the rights of creditors of the Districts or other parties with whom any of the Districts have entered into a contractual relationship; and

**WHEREAS**, as with the existing Districts, the area of land within the surviving district will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

**WHEREAS**, as with the existing Districts, the surviving district is the best alternative available for delivering community development services and facilities; and

**WHEREAS**, as with the existing Districts, the area of land that will lie in the amended boundaries of the surviving district is amenable to separate special district government; and

**WHEREAS**, in order to seek the merger pursuant to Chapter 190, Florida Statutes, and the Act, the Stewardship District must authorize its staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the merger process; and

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

**WHEREAS**, the Stewardship District desires to approve the Merger Agreement and hereby authorize Stewardship District staff to effect the merger consistent with the Merger Agreement and the procedures and processes described in Chapter 190, Florida Statutes, and Chapter 2022-248, Laws of Florida, which processes include the consideration of written requests by the CDD, setting the public hearing thereon, and such other actions as are necessary in furtherance of the merger process.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF RYE 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. **Approval of Merger Agreement.** The Board hereby approves for execution the Merger Agreement in the form attached hereto as **Exhibit A**.
3. **Authorization for Merger.** The Board hereby directs the Chairman, Vice Chairman, and all other officers of the CDD, and CDD staff, to proceed as necessary in the consideration of merger requests and related materials to seek the merger of the CDD and Stewardship District consistent with the terms of the Merger Agreement, Chapter 190, Florida Statutes, and Chapter 2022-248, Laws of Florida, and further authorizes the prosecution of the procedural requirements detailed in Chapter 2022-248, Laws of Florida, for the merger.
4. **Setting the Public Hearing on Merger.** A public hearing will be held to provide information and take public comment on the proposed merger and Merger Agreement on \_\_\_\_\_, 2022/2023 at \_\_:\_\_ a/p.m. at \_\_\_\_\_. Notice shall be published in accordance with the provisions of Chapter 2022-248(6)(27), Laws of Florida.
5. **Effective Date of Merger.** Pursuant to the Merger Agreement, the effective date of the merger shall be upon dissolution of the CDD by Manatee County.
6. **Severability.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
7. **Effective Date.** This Resolution shall take effect upon its adoption.

**PASSED AND ADOPTED THIS 8TH DAY OF DECEMBER, 2022.**

ATTEST:

**RYE RANCH COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Secretary or Assistant Secretary

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Proposed Merger Agreement

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4A**

This instrument was prepared by:

KE Law Group, PLLC  
2016 Delta Blvd., Suite 101  
Tallahassee, Florida 32303

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## MERGER AGREEMENT

This *Merger Agreement* ("**Agreement**") is made and entered into by and between:

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Manatee County, Florida ("**CDD**"); and

**NORTHLAKE STEWARDSHIP DISTRICT**, a local unit of special- purpose government established pursuant to Chapter 2022-248, *Laws of Florida Statutes*, and located in Manatee County, Florida ("**SD**" and together with the CDD, the "**Districts**").

### RECITALS

**WHEREAS**, the CDD was established as of February 8, 2022, by Ordinance No. 22-12 adopted by the Board of County Commissioners of Manatee County, Florida for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

**WHEREAS**, the SD was established as of June 24, 2022, by Chapter 2022-248, Laws of Florida ("**SD Act**"), for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

**WHEREAS**, the CDD is currently located within the boundaries of the SD and located within Manatee, Florida; and

**WHEREAS**, Section 190.046(3), *Florida Statutes*, authorizes the merger of community development districts and other types of special districts; and

**WHEREAS**, Chapter 2022-248(6)(27), *Laws of Florida*, authorizes the merger of one or more community development districts situated wholly within the boundaries of the SD and provides that, the districts desiring to merge enter into a merger agreement which provides for the proper allocation of the indebtedness assumed by the merged district and the manner in which such debt shall be retired; and

**WHEREAS**, Section 190.046(3), *Florida Statutes*, and Chapter 2022-248(6)(27), *Laws of Florida*, provide that the approval and execution of the merger agreement by the Board of Supervisors of the district shall constitute the consent of the landowners within such district with respect to the merger; and

**WHEREAS**, because the CDD is located within the boundaries of the SD, a merger of the Districts (hereinafter the "**Merger**") is in the best interests of the Districts because, among other reasons, the Merger would promote greater efficiency in the Districts' operations, eliminate redundant overhead costs and other expenses, and reduce future operations and maintenance assessments in the aggregate; and

**WHEREAS**, on \_\_\_\_\_, 2022, and \_\_\_\_\_, 2022, the Boards of Supervisors

("Board(s)") of the CDD and SD adopted Resolutions evidencing the Districts' intent to effect the Merger of the Districts, directing the Districts' staff to take all actions necessary in effecting the same, and approving the form of an agreement between the Districts related to the merger and of the request requesting the Merger (collectively, "**Merger Approval Resolutions**"); and

**WHEREAS**, in accordance with Section 190.046(3), *Florida Statutes*, and Chapter 2022-248 (6)(27), *Laws of Florida*, the CDD and SD accordingly desire to set forth their mutual understanding, rights and obligations with respect to the Merger.

**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. Recitals and Authority.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provisions of Florida law, including, but not limited to, Chapter 190, *Florida Statutes*, and Chapter 2022-248, *Laws of Florida*.

**2. The Merger.** Pursuant to the Merger Approval Resolutions, the CDD shall cause to be filed with SD a written request ("**Merger Request**") requesting that the CDD merge into the SD that would effectuate the Merger of the CDD into and with the SD as the surviving entity. In addition, the CDD shall file a copy of the Merger Request with Manatee County. The Merger shall become effective upon dissolution of the CDD by Manatee County ("**Merger Effective Date**"). On the Merger Effective Date, the CDD shall be merged into and with the SD as the surviving entity, and the CDD shall thereafter cease to exist. It is the intent of the Districts that the transfer, assignment, vesting, and assumption of all rights, property, assets, assessments, contracts, agreements, insurance, debts, and liabilities from the CDD into the SD shall automatically occur on the Merger Effective Date, by virtue of the Merger pursuant to Section 190.046(3), *Florida Statutes*, and Chapter 2022-248(6)(27), *Laws of Florida*.

**3. Delegation of Authority; Cooperation.** This Agreement supplements, as necessary, the authorization, direction and delegation of authority to the Districts' Chairpersons, Vice Chairpersons, and District officers and/or staff (collectively, "**District Staff**") as provided in the Merger Approval Resolutions to further authorize and delegate to District Staff the authority to effectuate the transfer of powers, duties, liabilities, claims and assets, etc. as may be necessary to effectuate the Merger. The Districts agree to continue to cooperate and take all actions reasonably necessary and in a timely manner to permit a prompt response in all proceedings relating to the Merger.

**4. Funding.** The Districts recognize that in order to seek a Merger pursuant to Chapter 190, *Florida Statutes*, and Chapter 2022-248, *Laws of Florida*, District Staff, including but not limited to legal, engineering, financial and managerial staff, among others, must provide certain services necessary to the effectuate the same. The Districts are authorized to enter into such funding agreements as are necessary to accomplish the Merger.

**5. Legal Opinions.** The Districts shall cause to be provided, or otherwise obtain, any legal opinions necessary to effectuate the Merger.

**6. District Boundaries.** Upon the Merger, the surviving District shall be the SD and the CDD shall cease to exist. As of the Merger Effective Date, the boundaries of Merged District shall be as set forth in the Stewardship Act, which legal description is incorporated herein by reference.

7. **Board Members.** Upon the Merger Effective Date, the Board of the CDD shall cease to exist and the Board of SD shall continue to operate as the Board of the Merged District.

8. **Property & Assets.** Effective as of the Merger Effective Date, the CDD passes all title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims, and judgments held and owned by the CDD ("**CDD Assets**") to the SD. By execution of this Agreement, and as of the Merger Effective Date, the SD accepts and is hereby vested with the authority necessary to effect such transfer from or on behalf of the CDD, and receive such title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims and judgments.

9. **Assessments.** Effective as of the Merger Effective Date, all non-ad valorem or special assessments levied by the CDD against property in the CDD ("**CDD Assessments**") shall be payable when due to the SD. By execution of this Agreement, and as of the Merger Effective Date, the CDD delegates, and the SD accepts, the authority to collect upon and enforce any such assessment liens, whether under the Uniform Method of Collection or any other method under Florida law. Following the Merger Effective Date, there shall be no change in the assessment liens on the specific lands securing the outstanding bonds issued by the CDD, if any, by virtue of the Merger contemplated herein, except that the liens shall be in favor of the SD.

10. **Contracts.** Effective as of the Merger Effective Date, the SD shall be responsible for, and bound by, all contracts to which the CDD is presently a party and which are not terminated as of the Merger Effective Date ("**CDD Contracts**"). The SD shall assume the liabilities arising from the CDD Contracts and be entitled to the benefits of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the CDD Contracts to the SD as of the Merger Effective Date with no further action required on behalf of the Districts unless consent by assignment is required by a third party. If such consent is required by a third party, the CDD shall obtain such consent to assignment or terminate the contract in accordance with its terms. By execution of this Agreement, the CDD delegates, and the SD accepts, the authority to enforce and/or effect the disposition of all CDD Contracts, including but not limited to the assignment, amendment, and/or termination of the same.

11. **Other Interlocal Agreements.** Effective as of the Merger Effective Date, the SD shall be responsible for, and be bound by, all other interlocal agreements to which the CDD is a party, including any with Manatee County ("**Other Interlocal Agreements**"). The SD shall assume the liabilities arising from such interlocal agreements and be entitled to the benefit of the same by operation of law. In addition, this Agreement shall effect the assignment, if needed, of the Other Interlocal Agreements by the CDD to the SD as of the Merger Effective Date with no further action required by the Districts. To the extent necessary, if any, the CDD delegates, and the SD accepts, the authority to enforce and/or effect the disposition of all such interlocal agreements, including but not limited to the assignment, amendment and/or termination of the same.

12. **Debts & Liabilities.** Effective as of the Merger Effective Date, the SD shall be responsible for and have the obligation of all debts and liabilities of the CDD, including but not limited to tax-exempt bonds and other debt instruments ("**CDD Debts & Liabilities**"), by operation of law. The Districts agree that, pursuant to Section 190.046, *Florida Statutes*, the Merger shall not impair the rights of creditors and liens upon the CDD's property, if any. Moreover, the SD may be substituted for the CDD in any claim existing, or action or proceeding pending by or against the CDD. To the extent necessary, the CDD delegates, and the SD accepts, the authority to satisfy, fulfill, and pay all CDD Debts & Liabilities and defend against any claim or action proceeding by or against the CDD.



**13. Insurance.** The CDD shall terminate its insurance coverage effective thirty (30) days from the Merger Effective Date. The SD shall ensure that payment of the premium for that coverage is made so as to prevent any lapse in coverage, and shall be entitled to receive any refund of any overpayment for such insurance due to the cancellation.

**14. Audits.** Effective as of the Merger Effective Date, the CDD hereby authorizes the SD to conduct, approve, and submit to appropriate authorities a final audit of the CDD's financial records pursuant to Section 190.007(2), *Florida Statutes*, and the submittal of any additional financial reports or statements required by law. By execution of this Agreement, SD agrees to conduct, approve, and submit to appropriate authorities a final audit of CDD's records pursuant to Section 190.007(2), *Florida Statutes*, and to submit all required additional financial reports or statements required by law. The Districts agree that the preparation of the above-referenced audit shall not commence until after the Merger Effective Date.

**15. Accounts.** Effective as of the Merger Effective Date, the CDD authorizes SD to assume control of all bank accounts held in the name of the CDD ("**Bank Accounts**"), and to take any actions necessary to utilize such funds to pay obligations of the CDD which may become due after the Merger Effective Date or to transfer any funds remaining in such accounts into SD accounts. Such actions may include, but are not limited to, the expenditure of funds from the Bank Accounts for payment of services rendered to the CDD prior to the Merger Effective Date, the transfer of such funds from the CDD to SD, and the closing of such Bank Accounts which shall occur within forty-five (45) days of the Merger Effective Date. By execution of this Agreement, and as of the Merger Effective Date, the SD accepts such control over the Bank Accounts.

**16. Budgets.** By execution of this Agreement, and effective as of the Merger Effective Date, the CDD delegates to SD the authority to consolidate the CDD's budget with the SD budget for the then-current fiscal year, and SD agrees to take any and all such actions with respect to the consolidation of the Districts' budgets. As the Districts acknowledge that the necessary amendments to SD's budget to reflect the Merger must occur after the closing of the financial accounts and records of the CDD, SD agrees to amend the SD budget to reflect the Merger, including amendments to both revenues and expenses, within sixty (60) days of the Merger Effective Date.

**17. Rules and Policies.** At the time of this Agreement, each District has its own Rules of Procedure. Any additional rules, rates, or policies adopted by SD shall remain in place upon the Merger unless and until SD finds, in its sole discretion, that it is in its best interests to amend such rules, rates, or policies.

**18. Powers.** At the time of this Agreement, the CDD shall continue to have all of its existing general and special powers. Effective as of the Merger Effective Date, SD shall be additionally vested with any and all of the general and special powers of the CDD.

**19. Default and Protection Against Third Party Interference.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Each party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair a party's right to protect its rights from interference by a third party to this Agreement.

**20. Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing approved by the Boards of Supervisors of each of the Districts.

**21. Authorization.** The execution of this Agreement has been duly authorized by the Boards of Supervisors for the CDD and SD, all parties have complied with all the requirements of law, and all parties have full power and authority to comply with the terms and provisions of this instrument.

**22. Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel of their choosing. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

**23. Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement.

**24. Assignment.** The parties may not assign any part of this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

**25. Controlling Law; Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Manatee County, Florida.

**26. Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**27. Sovereign Immunity.** Nothing in this Agreement shall constitute or be construed as a waiver of either party's limitations on liability, as set forth in Section 768.28, *Florida Statutes*, or other applicable statute or law.

**28. Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the parties agree that the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**29. 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.

**30. 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 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.

**31. Effective Date; Merger Effective Date and Termination.** This Agreement shall be effective upon the execution hereof by authorized representatives of the CDD and SD, and upon the recordation of a fully-executed copy of the Agreement in the Official Records of Manatee County, Florida. The Agreement shall continue to be effective until the earlier of either: (a) the date following the Merger Effective Date upon which all obligations and requirements set forth under this Agreement have been satisfied; or (b) termination of this Agreement upon sixty (60) days written notice by the terminating party. The terminating party shall record a Notice of Termination of this Agreement immediately after the effective date of termination.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned executed the foregoing *Merger Agreement*.

**WITNESS**

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of **Rye Ranch Community Development District**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[SIGNATURE PAGE FOR MERGER AGREEMENT]

WITNESS

NORTHLAKE STEWARDSHIP DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of **Northlake Stewardship District**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**IN WITNESS WHEREOF**, the undersigned, as District Manager of Rye Ranch Community Development District, accepts the authority delegated by this Agreement.

**WITNESS**

**WRATHELL HUNT & ASSOCIATES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of **Wrathell Hunt & Associates, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**Exhibit A:** SD Boundaries as of Merger Effective Date

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4B**

# ***Rye Ranch Community Development District***

2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Telephone – (561)571-0010

December 8, 2022

## ***Via E-Mail and/or Hand Delivery***

Mr. Steve Cerven, Chairperson  
Northlake Stewardship District  
Board of Supervisors  
[scerven@falknergroupp.com](mailto:scerven@falknergroupp.com)

RE: Merger of Rye Ranch Community Development District (“CDD”) and  
Northlake Stewardship District (“SD”)

Dear Sir or Madam:

I am writing at the request of the Board of Supervisors of the Rye Ranch Community Development District, and to make a formal request for the merger of the CDD into the SD. On December 8, 2022, the CDD’s Board met and adopted Resolution 2023-\_\_\_, a copy of which is attached hereto (“Resolution”). Pursuant to the Resolution, and among other things, the CDD authorized the merger of the CDD into the SD, authorized a merger agreement, and further authorized CDD staff to take all necessary actions to effect the merger. Additionally, and pursuant to Section 27 of Chapter 2020-191, Laws of Florida, the CDD has set a public hearing for \_\_\_\_\_, 2023 to provide information about the merger, and to take public comment on the merger. On behalf of the CDD’s Board, we would respectfully request that the SD similarly take all necessary actions to effect the merger.

Thank you for your cooperation in this regard. If you have any questions, please contact the office of the District Manager at (813) 533-2950.

Very truly yours,

District Manager

Attachment: Resolution 2023-\_\_\_



**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
OCTOBER 31, 2022**

**RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
OCTOBER 31, 2022**

	General Fund	Debt Service Fund	Total Governmental Funds
<b>ASSETS</b>			
Cash	\$ 3,283	\$ -	\$ 3,283
Undeposited funds	18,143	-	18,143
Due from Rye Ranch, LLC.	9,928	-	9,928
Due from Kolter	297	1,610	1,907
Due from general fund	-	2,049	2,049
Total assets	<u>\$ 31,651</u>	<u>\$ 3,659</u>	<u>\$ 35,310</u>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 19,918	\$ 3,659	\$ 23,577
Due to Rye Ranch, LLC.	3,225	-	3,225
Due to Kolter	-	3,659	3,659
Due to other	459	-	459
Due to debt service fund	2,049	-	2,049
Landowner advance - Rye Ranch, LLC.	6,000	-	6,000
Total liabilities	<u>31,651</u>	<u>7,318</u>	<u>38,969</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred receipts	10,225	-	10,225
Total deferred inflows of resources	<u>10,225</u>	<u>-</u>	<u>10,225</u>
Fund balances:			
Restricted			
Debt service	-	(3,659)	(3,659)
Unassigned	(10,225)	-	(10,225)
Total fund balances	<u>(10,225)</u>	<u>(3,659)</u>	<u>(13,884)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 31,651</u>	<u>\$ 3,659</u>	<u>\$ 35,310</u>

**RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution - Pod A	\$ 1,250	\$ 1,250	\$ 57,282	2%
Landowner contribution - Pod B	-	-	18,413	0%
Landowner contribution - Pod C	-	-	26,595	0%
Total revenues	<u>1,250</u>	<u>1,250</u>	<u>102,290</u>	1%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	2,000	2,000	48,000	4%
Legal	-	-	25,000	0%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	1,000	0%
Trustee***	-	-	5,500	0%
Telephone	16	16	200	8%
Postage	-	-	500	0%
Printing & binding	42	42	500	8%
Legal advertising	-	-	6,500	0%
Annual special district fee	175	175	175	100%
Insurance	-	-	5,500	0%
Contingencies/bank charges	-	-	500	0%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>2,233</u>	<u>2,233</u>	<u>102,290</u>	2%
Excess/(deficiency) of revenues over/(under) expenditures	(983)	(983)	-	
Fund balances - beginning	<u>(9,242)</u>	<u>(9,242)</u>	-	
Fund balances - ending	<u>\$ (10,225)</u>	<u>\$ (10,225)</u>	<u>\$ -</u>	

\*This expense will be realized when bonds are issued

**RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>	 <u>-</u>	 <u>-</u>
Total debt service	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 Fund balances - beginning	 (3,659)	 (3,659)
Fund balances - ending	<u>\$ (3,659)</u>	<u>\$ (3,659)</u>

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Rye Ranch Community Development District held Multiple Public Hearings and Regular Meeting on November 2, 2022, at 5:00 P.M., at 6102 162<sup>nd</sup> Avenue E, Parrish, Florida 34219.

**Present at the meeting were:**

Stephen Cerven	Chair
Scott Falkner	Assistant Secretary
Roy Cohn	Assistant Secretary

**Also present were:**

Craig Wrathell	District Manager
Cindy Cerbone	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine	District Counsel
Jeb Mulock (via telephone)	District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Wrathell called the meeting to order at 5:04 p.m. Supervisors Stephen Cerven, Scott Falkner and Roy Cohn were present. Supervisors Jeff Cerven and John Falkner were 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  
2022/2023 Budget**

- A. Proof/Affidavit of Publication**
- B. Consideration of Resolution 2023-01, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date**

40 Mr. Wrathell presented the updated version of the proposed Fiscal Year 2023 budget  
41 where revenue contributions were broken down by Landowner, as directed at the last meeting.

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43 **On MOTION by Mr. Stephen Cerven and seconded by Mr. Scott Falkner, with**  
44 **all in favor, the Public Hearing was opened.**

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No members of the public spoke.

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49 **On MOTION by Mr. Stephen Cerven and seconded by Mr. Scott Falkner, with**  
50 **all in favor, the Public Hearing was closed.**

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53 **On MOTION by Mr. Stephen Cerven and seconded by Mr. Scott Falkner, with**  
54 **all in favor, Resolution 2023-01, Relating to the Annual Appropriations and**  
55 **Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending**  
56 **September 30, 2023; Authorizing Budget Amendments; and Providing an**  
57 **Effective Date, was adopted.**

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60 **FOURTH ORDER OF BUSINESS**

**Public Hearing to Hear Public Comments  
and Objections to the Adoption of the  
Rules of Procedure, Pursuant to Sections  
120.54 and 190.35, Florida Statutes**

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65 **A. Affidavits of Publication**

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67 **B. Consideration of Resolution 2023-02, Adopting Rules of Procedure; Providing a  
Severability Clause; and Providing an Effective Date**

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69 **On MOTION by Mr. Stephen Cerven and seconded by Mr. Scott Falkner, with**  
70 **all in favor, the Public Hearing was opened.**

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No members of the public spoke.

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75 **On MOTION by Mr. Cohn and seconded by Mr. Stephen Cerven, with all in**  
76 **favor, the Public Hearing was closed.**

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**On MOTION by Mr. Stephen Cerven and seconded by Mr. Cohn, with all in favor, Resolution 2023-02, Adopting Rules of Procedure as amended to incorporate the same changes that were made to the Aviary at Rutland Ranch CDD Rules; Providing a Severability Clause; and Providing an Effective Date, in substantial form, subject to final Chair and Staff review, was adopted.**

**FIFTH ORDER OF BUSINESS**

**Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District’s Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date**

**A. Affidavit/Proof of Publication**

**B. Consideration of Resolution 2023-03, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Rye Ranch Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date**

**On MOTION by Mr. Stephen Cerven and seconded by Mr. Scott Falkner, with all in favor, the Public Hearing was opened.**

No members of the public spoke.

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

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**On MOTION by Mr. Stephen Cerven and seconded by Mr. Scott Falkner, with all in favor, Resolution 2023-03, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Rye Ranch Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

**SIXTH ORDER OF BUSINESS**

**Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements [Pod A Project]**

- *Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property.*
- *Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.*

**A. Affidavit/Proof of Publication**

**B. Mailed Notice to Property Owner(s)**

For the record, Mr. Stephen Cerven stated that Rye Ranch LLC received a mailed notice but does not own any land in Pod A. Mr. Wrathell stated it was sent because they were listed on the Property Appraiser’s rolls at the time of mailing; one was also sent to SK Rye Road LLC.

**C. Master Engineer’s Report *(for informational purposes)***

**D. Master Special Assessment Methodology Report *(for informational purposes)***

The Reports, dated November 2, 2022 and August 30, 2022, respectively, apply to Pod A only.

As requested, the Exhibit A Legal Description in the Engineer’s Report will be inserted before the Boundary Survey in the Methodology Report as it is a larger font and easier to read.

Mr. Wrathell referred to Table 2 in the Engineer’s Report and asked Mr. Mulock if the Capital Improvement Plan (CIP) totaled \$98,796,000. Mr. Mulock replied affirmatively.

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

- 155 • *Hear testimony from the affected property owners as to the propriety and*  
 156 *advisability of making the improvements and funding them with special*  
 157 *assessments on the property.*

158 No members of the public spoke.

- 159 • *Thereafter, the governing authority shall meet as an equalizing board to hear any and*  
 160 *all complaints as to the special assessments on a basis of justice and right*

161 The Board, sitting as the Equalizing Board, made no changes to the assessment levels.

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163 **On MOTION by Mr. Stephen Cerven and seconded by Mr. Cohn, with all in**  
 164 **favor, the Public Hearing was closed.**

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- 167 **E. Consideration of Resolution 2023-04, Making Certain Findings; Authorizing a Capital**  
 168 **Improvement Plan; Adopting an Engineer’s Report; Providing an Estimated Cost of**  
 169 **Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming**  
 170 **and Levying Debt Assessments; Addressing the Finalization of Special Assessments;**  
 171 **Addressing the Payment of Debt Assessments and the Method of Collection; Providing**  
 172 **for the Allocation of Debt Assessments and True-Up Payments; Addressing**  
 173 **Government Property, and Transfers of Property to Units of Local, State and Federal**  
 174 **Government; Authorizing an Assessment Notice; and Providing for Severability,**  
 175 **Conflicts and an Effective Date**

176 The following change was made to Resolution 2023-04:

177 Page 7, Item 9c, Line 1: Change “community” to “project”

178

179 **On MOTION by Mr. Stephen Cerven and seconded by Mr. Scott Falkner, with**  
 180 **all in favor, Resolution 2023-04, as amended, and authorizing the Chair or Vice**  
 181 **Chair to execute, Making Certain Findings; Authorizing a Capital Improvement**  
 182 **Plan; Adopting an Engineer’s Report; Providing an Estimated Cost of**  
 183 **Improvements; Adopting an Assessment Report; Equalizing, Approving,**  
 184 **Confirming and Levying Debt Assessments; Addressing the Finalization of**  
 185 **Special Assessments; Addressing the Payment of Debt Assessments and the**  
 186 **Method of Collection; Providing for the Allocation of Debt Assessments and**  
 187 **True-Up Payments; Addressing Government Property, and Transfers of**  
 188 **Property to Units of Local, State and Federal Government; Authorizing an**  
 189 **Assessment Notice; and Providing for Severability, Conflicts and an Effective**  
 190 **Date, was adopted.**

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**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-05, Designating Cindy Cerbone as Assistant Secretary of the District, and Providing for an Effective Date**

**On MOTION by Mr. Stephen J. Cerven and seconded by Mr. Scott Falkner, with all in favor, Resolution 2023-05, Designating Cindy Cerbone as Assistant Secretary of the District, and Providing for an Effective Date, was adopted.**

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date**

The next meeting was scheduled for December 8, 2022.

This item was deferred.

**NINTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of September 30, 2022**

**On MOTION by Mr. Stephen Cerven and seconded by Mr. Cohn, with all in favor, the Unaudited Financial Statements as of September 30 2022, as amended subject to reviewing the funding request and determining the debt service costs coded to Rye Ranch, LLC should be recoded to Kolter, were accepted.**

**TENTH ORDER OF BUSINESS**

**Approval of April 30, 2022 Public Hearing and Regular Meeting Minutes**

The following change was made:

Line 234: Change “approved” to “accepted”

As requested, Ms. Cerbone will ensure the executed voting conflict Forms 8B were attached to the March 7, 2022 meeting minutes.

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**On MOTION by Mr. Stephen Cerven and seconded by Mr. Cohn, with all in favor, the April 30, 2022 Public Hearing and Regular Meeting Minutes, as amended, were approved.**

**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

- A. District Counsel: *KE Law Group, PLLC.***
- B. District Engineer [Interim]: *ZNS Engineering, L.C.***
- C. District Manager: *Wrathell, Hunt and Associates, LLC***

Mr. Cohn’s last name in the quorum check table will be corrected.

- **NEXT MEETING DATE: TBD**
- **QUORUM CHECK**

The next meeting was scheduled for December 8, 2022.

**TWELFTH ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRTEENTH ORDER OF BUSINESS**

**Board Members’ Comments/Requests**

There were no Board Members’ comments or requests.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. Stephen J. Cerven and seconded by Mr. Scott Falkner, with all in favor, the meeting adjourned at 5:53 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair