

RUSTIC OAKS

COMMUNITY DEVELOPMENT

DISTRICT

February 20, 2023

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Rustic Oaks 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

February 13, 2023

Board of Supervisors
Rustic Oaks Community Development District

Dear Board Members:

The Board of Supervisors of the Rustic Oaks Community Development District will hold a Regular Meeting on February 20, 2023 at 1:30 p.m., at the Homewood Suites Sarasota Lakewood Ranch, 305 N. Cattlemen Road, Sarasota, Florida 34235. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Supervisor Jerry Tomberlin [SEAT 3]; *Term Expires November 2023*
4. Consider Appointment of Martha Schiffer to Fill Unexpired Term of Seat 3
5. Consider Appointment to Fill Unexpired Term of Seat 4; *Term Expires November 2023*
6. Administration of Oath of Office to Appointed Supervisors (*the following will be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B – Memorandum of Voting Conflict
7. Consideration of Resolution 2023-01, Designating Certain Officers of the District, and Providing for an Effective Date
8. Discussion: On-Site Phase 1 Bill of Sale from Developer to CDD

ATTENDEES:

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

9. Consideration of Resolution 2023-02, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
10. Consideration of Maintenance Agreement for Enhancements Within Public Right-of-Way for Designated Responsible Entities
11. Acceptance of Unaudited Financial Statements as December 31, 2022
12. Approval of September 19, 2022 Public Hearing and Regular Meeting Minutes
13. Staff Reports
 - A. District Counsel: *Straley Robin Vericker*
 - B. District Engineer: *Clearview Land Design, P.L.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: March 20, 2023 at 1:30 PM

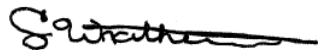
○ QUORUM CHECK

SEAT 1	GARTH NOBLE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JESSICA RESCHKE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3		<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	JOHN KAKRIDAS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

14. Board Members' Comments/Requests
15. Public Comments
16. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 943 865 3730

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Rustic Oaks Community Development District
Attn: Craig Wrathell/Kristen Suit, District Managers
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Jerry L. Tomberlin, Jr.
Printed Name

Date: 12-14-22
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Rustic Oaks Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and personally presented at a duly noticed meeting of the Board of Supervisors, scanned and electronically transmitted to gillyardd@whhassociates.com or faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

Signature 

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Kristen Suit is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED this 20th day of February, 2023.

ATTEST:

**RUSTIC OAKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-02

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT:

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

2. PRINCIPAL HEADQUARTERS. The District’s principal headquarters for purposes of establishing proper venue shall be located at the offices of _____ and within Sarasota County, Florida.

3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 20th day of February, 2023.

ATTEST:

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

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**MAINTENANCE AGREEMENT FOR ENHANCEMENTS
WITHIN PUBLIC RIGHT-OF-WAY
FOR DESIGNATED RESPONSIBLE ENTITIES**

This Agreement for Construction and Maintenance of Enhancements within the Public Right-of-way (the “Agreement”), is made and entered into this ____ day of February, 2023, by and between **SARASOTA COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and the **RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose local government organized pursuant to Chapter 190, Florida Statutes, with jurisdiction over the lands described in Exhibit A attached hereto and incorporated herein by reference. The **RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT** meets the requirements as a designated responsible entity under Section 74-8, Sarasota County Code, hereinafter referred to as “Designated Responsible Entity, hereinafter referred to as the “DRE.”” The County and DRE shall collectively be referred to as the “Parties.”

RECITALS

WHEREAS, the DRE is constructing certain public infrastructure improvements that will benefit the land more particularly described in Exhibit A (the “Project”); and

WHEREAS, to enhance access to the Project, the DRE is currently constructing certain offsite roadway improvements to Ranch Road and Honore Avenue on lands owned by the County as more particularly described in the plans and specifications, dated May 2021, prepared by Infrastructure Solution Services and approved by the County (hereinafter, the “Roadway Improvements”); and

WHEREAS, in connection with the development of the Project and the construction of the Roadway Improvements, DRE desires to make certain enhancements beyond the County’s general standards to the County-owned lands adjacent to the Roadway Improvements more particularly described on Exhibit B attached hereto and incorporated herein by reference, which lands are referred to below as the “right-of-way”; and

WHEREAS, the enhancements to be constructed in the right-of-way include (without limitation) trees, landscaping and an entrance monument sign for the Project (collectively, the “Enhancements”); and

WHEREAS, the DRE has been lawfully formed in a manner that complies with Section 74-8 of the Sarasota County Code with the express purpose of providing for the continuous maintenance of the Enhancements; and

WHEREAS, the DRE expressly agrees to provide for the continuous maintenance of the Enhancements under the terms of this Agreement; and

WHEREAS, the DRE shall obtain all necessary permits, including but not limited to any required sign permits, tree permits, right-of-way use permits, etc., prior to installing the Enhancements; and

WHEREAS, the Board of County Commissioners has jurisdiction and control over the right-of-way including the placement of Enhancements pursuant to this Agreement; and

WHEREAS, under the Sarasota County Code, improvements made pursuant to a right-of-way permit are provided a permissive license only for the placement of such Enhancements; and

WHEREAS, the County is agreeable to the DRE installing and DRE maintaining such Enhancements within the public right-of-way subject to the express terms and conditions of this Agreement and the issuance of all required permits and approvals; and

WHEREAS, the DRE further agrees to continually maintain the Enhancements in a safe and proper condition at its cost and expense; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto do mutually agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated herein by this reference.

2. **Obligations of the DRE.** The DRE is responsible for performing the obligations under this Agreement. Notwithstanding the foregoing, the DRE and its successors and assigns shall be jointly and severally responsible for the performance of the DRE's obligations under this Agreement.

3. **Acknowledgment of Nature of the County's Continuing Jurisdiction and Priority.**

A. The DRE expressly acknowledges and agrees that County is providing a limited license to the DRE for the placement and maintenance of Enhancements, as described in this Agreement and generally depicted on Exhibit B, and that the DRE has no property rights to the placement of the Enhancements within the County right-of-way. Additionally, the DRE expressly acknowledges and agrees that the County has a continuing and superior right and obligation regarding the functioning of the County road system that cannot be impaired or limited whatsoever by this Agreement. Accordingly, the placement of any Enhancements

under this Agreement is subject to the required removal, relocation or modification if, in the sole and absolute judgment of the County, the Enhancements are determined to conflict with any County use of the right-of-way. The DRE further expressly acknowledges and agrees that this Agreement does not convey any property interest in the placement of the Enhancements within the public right-of-way. If the County determines the Enhancements need to be removed, relocated or modified from or within the right-of-way, the DRE will be responsible to pay for the required removal, relocation or modification of the Enhancements. If the County determines the Enhancements need to be relocated or modified within the right-of-way, then this Agreement will continue to apply to the Enhancements as relocated or modified. However, if the County determines, in its sole and absolute discretion, that the Enhancements or portions thereof need to be removed from the right-of-way, then the County will provide the DRE with written notice of the termination of this Agreement with respect to those Enhancements that need to be removed.

B. All right-of-way improvements, including but not limited to signs, signals, lights installed by the County or another authorized governmental entity within the right-of-way shall not be removed, modified or blocked by the Enhancements. All traffic related signs installed by the DRE are subject to and must be installed and maintained per the United States Department of Transportation, Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD).

C. Whenever necessary for the construction, repair, maintenance, improvement, alteration or relocation of said right-of-way as determined by Sarasota County, any or all poles, wires, culvert pipes, cables, sod, landscaping, driveways, sprinklers, or other facilities and appurtenances authorized shall be removed from said right-of-way, or reset or relocated thereon as required at the expense of the DRE or their successor. Where the DRE is notified of a need for construction, repair, maintenance, improvement, alteration of or relocation of Enhancements within the right-of-way and no action is taken by the DRE within the time frame specified by the County, the County shall cause the permitted work to be altered, relocated, or removed, with the total expense being borne by the DRE.

4. Establishment and Maintenance Obligation and Standards. Notwithstanding the acceptance by the County of any dedication of right-of-way, the DRE shall be responsible to construct, establish, maintain, repair and replace all Enhancements to the right-of-way under this

Agreement for as long as such Enhancements remain within the right-of-way. In connection therewith, the DRE shall at all times maintain the Enhancements in a neat, clean, attractive, orderly and operational condition, in good repair, and at their sole cost and expense. Without limiting the foregoing general obligation, the DRE specifically covenants to perform maintenance pursuant to the Technical Specifications as defined in Exhibit C, as attached hereto and incorporated herein by reference. Notwithstanding any term to the contrary, the County shall not be required to maintain the Enhancements or to reimburse the DRE for the costs associated with installation, maintenance or removal of Enhancements. The DRE hereby acknowledges and agrees that if the Enhancements are not maintained in accordance with this Agreement, the County may terminate this Agreement and require the removal of the Enhancements and the costs for such removal shall be paid by the DRE.

5. **Funding.** As an express condition this Agreement, the DRE is required to levy annual operation and maintenance assessments to cover the costs of the maintenance of the DRE's obligations under this Agreement. Furthermore, the DRE shall not permit any consultant or contractor hired to assist the DRE in constructing or maintaining the Enhancements to file or attempt to file any lien against any land of the County.

6. **[Intentionally Omitted].**

7. **Scope of Enhancements.** The Enhancements are generally depicted on Exhibit B. Provided the DRE secures all necessary permits from the County, the Enhancement may include:

- (a) landscape plantings including trees, shrubs, ground cover and sod
- (b) irrigation system for landscape plantings
- (c) street, accent or landscape lighting, including the electric service points and all associated wiring
- (d) brick pavers, and stamped/colored/decorative concrete features
- (e) sidewalks, boardwalks or other public walkways, patios, etc.
- (f) flag poles, associated electric service/lighting, fountains, statuary, or other decorative water features
- (g) decorative street, regulatory and traffic advisory signs as well as signage for the Project, but no prohibited signs

The construction of the Enhancements shall occur in conformity with the construction plans approved by the County and may not thereafter be modified without the prior written approval of the County Engineer.

8. **Term.** The term of this Agreement shall continue so long as the Enhancements remain within the County right-of-way or until either party has declared this Agreement terminated. Either party may terminate this Agreement in its sole discretion upon written notice to the other Party. Upon termination of this Agreement, the County shall have the option, in its sole and absolute discretion, to keep the Enhancements within the County right-of-way or to require their removal. If the County determines that the Enhancements need to be removed, then the County shall provide the DRE with notice to remove the Enhancements along with the notice of termination of this Agreement and the DRE shall be responsible for all the costs of such removal.

9. **Survey Monuments.** Any monument set for the purpose of locating or preserving the permanent lines of any public street, public easement or recorded subdivision boundary within any right-of-way shall not be removed or disturbed without first obtaining permission, in writing, from the County Surveyor. Permission shall be granted only upon condition that the person making the application shall pay all expenses incidental to the proper replacement or relocation of such monument by a land surveyor registered in the State of Florida.

10. **Permit Requirements.** Permits are required for all new installation work performed in any County right-of-way. When permitted facilities are placed within the public right-of-way, the installation is for DRE's use only and the placing of facilities shall not operate to create or vest any property right in the associated right-of-way in the DRE. Permits must be obtained from the County before the commencement of any construction within a public right-of-way. All correspondence regarding construction procedures will be handled directly with the DRE.

11. **Restoration of the right-of-way.** Existing curbs, sidewalks, driveways or other existing appurtenances within the right-of-way or public lands which are removed, disturbed or destroyed by construction shall be replaced or repaired in kind in accordance with all applicable standards in effect at the time of said construction. The finished work shall be equal or better in all respects to the original. The DRE, at its expense, shall replace all trees, shrubbery, or other

landscaping damaged, or disturbed during construction. The DRE, at its own expense, shall remove all debris. Any yard or portion of the right-of-way fronting private property with grass will be restored with like sod. All turf supplied shall be “Nursery Grown” or “Field Grown” for the purposes of sodding and shall be a “Premium Grade Sod.” Sod and mulching are to begin within one (1) week after any enhancements are installed. The DRE shall irrigate and maintain the portion of the right-of-way affected by the construction until acceptable vegetation is deemed established by the County Engineer or designee.

12. Indemnification. To the extent permitted by Florida law, the DRE shall indemnify and hold harmless the County, its officer and employees from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities, including but not limited to reasonable attorneys’ fees and paralegals’ fees, which may arise out of or in any way connected with DRE’s (or the DRE’s Officers, Employees, and Agents) performance or failure to perform under the terms of this Agreement whatsoever (this section of the Agreement will survive and extend beyond the term of the Agreement). Nothing in this Agreement shall constitute or be construed as a waiver of the County’s or the DRE’s sovereign immunity under Section 768.28, Florida Statutes.

13. Insurance. Before performing any work within the right-of-way or public lands, the DRE shall procure and maintain the insurances listed below, during the life of the Enhancements, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “A- Excellent: FSC VII.”

(a) WORKERS’ COMPENSATION for NON-CONSTRUCTION CONTRACTS AND CONSTRUCTION CONTRACTS ≤ \$50,000: The DRE will provide Workers’ Compensation insurance on behalf of all its employees who are to provide a service under this Agreement, as required by the laws of the state of Florida where the contractor is domiciled. Florida Contractors must provide evidence of Workers’ Compensation insurance which meets the requirements of Florida Statutes, Chapter 440, AND Employer’s Liability with limits of not less than \$100,000 per employee per accident.

****NOTE**** Contractors who are exempt from Florida’s Workers’ Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services,

Bureau of Workers' Compensation and qualify for the County waiver per the Classification Matrix.

In the event the DRE has "leased" employees, the DRE or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided to Sarasota County Risk Management, 1660 Ringling Boulevard, 3rd Floor, Sarasota, FL 34236.

(b) COMMERCIAL GENERAL LIABILITY: Including but not limited to bodily injury, property damage, contractual, products and completed operations, watercraft, if under twenty-six (26) feet and Ocean Marine if over, and personal injury with limits of not less than \$1,000,000 each occurrence, covering all work performed under this contract.

(c) BUSINESS AUTOMOBILE LIABILITY: The DRE agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering all work performed under this contract.

The DRE further agrees coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event the DRE does not own automobiles, the DRE agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.

(d) UMBRELLA LIABILITY: With limits of not less than \$1,000,000 each occurrence covering all work performed under this contract.

(e) POLICY FORM

- i. All policies required by this contract, with the exception of Professional Liability and Workers' Compensation, or unless specific approval is given by County Risk Management, are to be written on an occurrence basis, shall name Sarasota County Government as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers' Compensation, shall agree to waive all rights of subrogation against Sarasota County Government.
- ii. Insurance requirements itemized in this contract and required of the DRE shall be provided on behalf of all sub-contractors to cover their operations performed under

this contract. The DRE shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

iii. Each insurance policy required by this contract shall:

- a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
- b. Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to County Risk Management.
- iv. The County of Sarasota shall retain the right to review, at any time, coverage, form, and amount of insurance.
- v. The procuring of required policies of insurance shall not be construed to limit Licensee's liability nor to fulfill the indemnification provisions and requirements of this contract.
- vi. The DRE shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
- vii. Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and Hazardous Materials, and such other risks as are authorized by County Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the DRE agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
- viii. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to Sarasota County Risk Management (1660 Ringling Boulevard, 3rd Floor, Sarasota, FL 34236) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall

be received by County Risk Management before the DRE will be allowed to commence or continue work.

- ix. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to DRE's insurance company and County Risk Management as soon as practicable after notice to the insured.

14. Representations and Warranties. The DRE represents, warrants, and certifies the following:

- (a) The DRE hereby represents and warrants that it has the right, power and authority to enter into this Agreement and to perform, execute and satisfy each of its promises, covenants, duties and obligations assumed hereunder.
- (b) That it will fully comply with the requirements of local, state, and federal mandates, rules, regulations, laws, instructions, and directives that have been or will be issued and that affect the services to be performed under this Agreement.
- (c) That it will comply with all regulations, guidelines and standards as are now or may be lawfully adopted under law or statute.

15. Compliance. In entering into this Agreement, the County does not waive the requirements of any applicable County or other local ordinance or the requirements of obtaining any permits or licenses that are required to install any of the Enhancements, and to perform the maintenance obligations contemplated by this Agreement. This includes, but is not limited to, all required tree permits, right-of-way use permits, etc.

16. Breach and Cure.

- (a) County agrees to provide the DRE written notice of any and all failures to perform under this Agreement ("Notice of Breach"), and the DRE shall have ten (10) days from its receipt of any Notice of Breach within which to either (i) perform and cure pursuant to the request and terms contained in said Notice of Breach, or (ii) otherwise provide a written response outlining its plan of corrective action (the "Action Plan").
- (b) Upon its receipt of any Action Plan from the DRE, County agrees to review, evaluate and respond to the Action Plan. If the County is not satisfied with the efforts of the

Action Plan to resolve the issues contained in the Notice of Breach or the response set forth in the Action Plan, then County will have the ability to revoke this Agreement provided herein, to order the removal all Enhancements covered by this Agreement at the DRE's sole expense and to terminate this Agreement upon such removal and payment.

- (c) In the event the DRE shall fail to perform maintenance obligations in accordance with this Agreement, after its receipt of a notice of the specific claim of failure to maintain, and reasonable time to afford the DRE the opportunity to respond and/or cure the specific claim, then the DRE shall be deemed to have breached this Agreement. The DRE hereby acknowledges and agrees that if the DRE fails to maintain the Enhancements, after its receipt of notice of the specific claim of failure to maintain, and reasonable time to afford the DRE the opportunity to respond and/or cure the specific claim, then the County may remove the Enhancements, at the DRE's expense. Notwithstanding the foregoing, nothing in this Agreement shall be construed to limit the County's ability to exercise control over County right-of-way or public lands including its discretion to alter or improve any Enhancements at any time.

17. Representations and Warranties. The DRE represents, warrants, and certifies the following:

- (a) The DRE hereby represents and warrants that it has the right, power and authority to enter into this Agreement and to perform, execute and satisfy each of its promises, covenants, duties and obligations assumed hereunder.
- (b) That it will fully comply with the requirements of local, state, and federal mandates, rules, regulations, laws, instructions, and directives that have been or will be issued and that affect the services to be performed under this Agreement.
- (c) That it will comply with all regulations, guidelines and standards as are now or may be lawfully adopted under law or statute.

18. Notices. All notices or other documentation required to be delivered by this Agreement shall be sufficient if sent by the Parties in the United States mail, postage paid, certified/return receipt requested, or by overnight express delivery by a nationally recognized courier service, or by personal hand delivery to the addresses listed below:

DESIGNATED RESPONSIBLE ENTITY'S AGENT

Rustic Oaks Community Development District
Attention: Craig Wrathell
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Phone: (561) 571-0010
Toll Free: (877) 276-0889
Fax: (561) 571-0013
Email: wrahellc@whassociates.com

COUNTY'S ADMINISTRATIVE AGENT

Public Works Director
1001 Sarasota Center Boulevard
Sarasota, Florida 34240
(941) 861-0937 (Phone)
(941) 861-0992 (Fax)

19. Miscellaneous:

(a) **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for purposes of any legal proceedings brought in connection with or arising out of this Agreement shall be in Sarasota County, Florida.

(b) **Waivers.** The delay, omission or forbearance by County to take action to remedy or seek damages for the breach of default of any term, covenant or condition of this Agreement or to exercise any right, power or duty arising from such breach or default shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach or default of the same or any other term, covenant or condition of this Agreement.

(c) **Amendments.** This Agreement represents the whole and total Agreement of the Parties with respect to the subject matter hereof. Modifications of this contract will be valid only if in writing, signed by both Parties.

(d) **No Agency.** It is hereby mutually agreed that the DRE is not an agent or employee of the County. This Agreement shall not be construed to create a partnership or joint venture relationship between the County and the DRE.

(e) **Cumulative Remedies.** Any right or remedy set forth in this Agreement, legal, equitable, or otherwise, shall not be exclusive, but shall be cumulative with all other rights or remedies set forth in this Agreement or allowed or allowable by law.

(f) **Titles.** The various titles of the Paragraphs of this Agreement are used solely for convenience and shall not be used in interpreting or construing any word, clause, paragraph, or subparagraph of this Agreement.

(g) **Successors.** This Agreement shall be binding upon the DRE. The obligations of the DRE shall run with the land described in Exhibit A and shall pass to subsequent owners of such land, who shall be members of the DRE. The DRE shall not otherwise assign its rights or obligations under this agreement without the express written consent of the County. The County Administrator or designee shall have the authority to consent to the assignment. Should the DRE or any successor entity approved by the county cease to exist, then the obligations under this Agreement will become the joint and several responsibility of all the owners of the land described in Exhibit A.

(h) **No Third-Party Beneficiaries.** This Agreement shall not be construed so as to create any right of, or for, any person or any entity not a Party hereto to enforce any of the provisions hereof.

(i) **Severability.** The invalidity of any one or more of the provisions contained in this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision of this Agreement.

[Signatures on the following pages]

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals as of the day and year written below.

Dated this _____ day of February, 2023 as to the County.

“County”

BY: _____

County Administrator or designee

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of February, 2023, by _____ on behalf of _____, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of _____,

and my commission expires on _____

Dated this ____ day of February, 2023 as to Designated Responsible Entity.

Witness 1: _____ Print Name: _____ Witness 2: _____ Print Name: _____	<p>“Designated Responsible Entity”</p> <p>Rustic Oaks Community Development District</p> By: _____ Name: _____ Chair/Vice Chair of the Board of Supervisors
--	--

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this ____ day of February, 2023, by _____ as Chair/Vice Chair of the Board of Supervisors on behalf of Rustic Oaks Community Development District, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.



Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of _____,

and my commission expires on _____

EXHIBIT A

LEGAL DESCRIPTION

PROJECT LOCATION

DRAFT

EXHIBIT B

**DESCRIPTION OF RIGHT-OF-WAY
WHERE THE ROADWAY IMPROVEMENTS
AND ENHANCEMENTS WILL BE LOCATED**

DRAFT

EXHIBIT C

MAINTENANCE STANDARDS

DRAFT

Maintenance Standards

Enhancements shall at all times be maintained by the DRE, or its successor and assigns, in a clean, orderly and operational condition. Without limiting the foregoing general obligation, the DRE, or its successors and assigns, specifically covenants to perform maintenance pursuant to the following standards:

- (a) The DRE, or its successors and assigns, shall restore and replace all Enhancements that are disturbed or displaced for any reason, including by the County during normal operations, maintenance and repair of County owned and maintained improvements, including highway lighting, potable water, reclaim water, sewer lines, service lines, structures, facilities, irrigation, sidewalks, lighting and any other appurtenances. The County's responsibilities following maintenance and repair of County owned infrastructure, to include utility facilities, shall be limited to proper backfill compaction of the work area up to final grade and the cost of replacing the ground cover equal to surrounding turf.
- (b) To respond, or cause its maintenance contractor to respond, within twenty-four (24) hours of the County's notification to the DRE, or its successors and assigns, of any issue within the parameters of the DRE, or its successors and assigns, maintenance responsibilities described in this Agreement
- (c) To inspect brick pavers and stamped/colored/decorative concrete features, fountains, statuary, fencing, walls, and decorative water features installed by the DRE for damage, settlement, and trip hazards, and make any repairs needed on a monthly basis, or more frequently as conditions may warrant.
- (d) All median brick curbing, brick paving, sidewalks, and paving areas shall be pressure cleaned six (6) times per year, October, December, February, April, June, and August

to remove tire marks or other dirt which may be deposited on the surface areas. Sealing of paver areas shall be at the sole discretion of the DRE. the DRE will bear all costs for cleaning and sealing of paving areas.

- (e) To maintain all landscape turf Enhancements and plantings on a mowing schedule such that all sod, or weed within a sod area, does not exceed eight (8) inches in height. However, Zoysia sod shall not exceed six (6) inches in height. Mowing and edging shall include any medians as well as those areas, if existing, along the outside edge of the sidewalks adjacent properties that are not currently maintained by the property owners. Right-of-way mowing and/or weed control is required from back of curb or sidewalk to the right-of-way line (in most cases the power pole). All turf shall be mowed with mulching type mower equipment to eliminate the need to bag and transport grass clippings. Should bagging be necessary, the bagged clippings shall be collected and removed at no cost to the County. Grass shall be cut at a height of no less than three and one half inches (3 ½) and shall never exceed eight (8) inches in height at any given period. The DRE shall use or alternate mowing practices, patterns or equipment within narrow turf areas so not to create wheel ruts or worn areas in the turf. The DRE shall be responsible for repairing any ruts caused by their mowers at no additional cost to the County.
- (f) Mechanical edging of the turf shall be done with each mowing along all sidewalk edges, back of concrete curbs, around all plant beds, utility service boxes, street light bases, sign posts, headwalls, guardrails, timer pedestals, posts and trees. Edging will also be required in all turf areas around isolated trees, sprinkler heads, valve boxes, shrubs, sign posts, manholes, etc. where they exist. All debris on streets, sidewalks or other areas resulting from edging shall be removed.
- (g) All sidewalks, curbing and/or gutters shall be cleaned after each service. All sidewalks shall be blown clean, but no clipping or other debris shall be allowed to be deposited on other adjacent property or accumulate on right-of-way areas.
- (h) With each service, all site areas shall be cleaned by removing all trash or debris to include, but not limited to: paper, bottles, cans, or other trash, and horticultural debris. All debris

or trash pick-ups shall be performed **prior** to mowing in all turf areas. The disposal of all trash and debris must be at a proper landfill or disposal site. All disposal fees are the responsibility of the DRE.

- (i) Landscape maintenance is to include weeding of planting beds, trimming and pruning of trees and shrubs, periodic fertilization of all planting areas, and debris removal to maintain an aesthetically pleasing appearance. Landscape maintenance will also include the removal and replacement of any dead Enhancements on an as needed basis. Any and all tree maintenance, including without limitation, pruning, fertilizing, mulching, and staking, as well as establishment of newly-planted tree Enhancements, shall be conducted pursuant to County standards, including ANSI 300 standards and ISA (International Society of Arboriculture) standards. In addition, any and all trees previously planted by the County under its Street Tree Program shall be maintained pursuant to conditions of prior consultation with the County, consistent with standards provided to the DRE by the County in permit(s) issued under the County's Street Tree Protection Code (as same may, from time to time, be amended). Maintenance by the DRE of tree Enhancements within overhead utility lines must be performed exclusively by tree maintenance workers certified and licensed for utility pruning.
- (j) Irrigation Maintenance is to include, but not be limited to, weekly visual inspection of wet system operation to determine if they system(s) are functioning properly, if cuts, leaks, piping damage or other damage exist, and repair as necessary. Weekly Adjust spray patterns as needed to ensure complete coverage, without overspray, repair of damaged or leaking spray heads and rotors, repair of broken main or zone lines, well pumps, and repair of damaged valves and/or valve boxes. All valve boxes in sod areas are to kept at sod level. All valve boxes in plant beds are to be kept two (2) inches above finished mulch level. Insides of all valve boxes shall be kept clean, and the valves shall be kept one hundred percent (100%) accessible.
- (k) Decommissioning of irrigation systems, or any part thereof, shall be the responsibility of the DRE and conducted in consultation with County utilities representatives.

Miscellaneous:

Sight Distance at Intersections and Median Openings.

Streetscape plans for major arterial or collector roadways limit-of-clear-sight-lines and areas free of sight obstructions shall comply with FDOT criteria and standards, pursuant to FDOT “Roadway and Traffic Design Standards”, Standard Index 546 sheets 1 and 2, latest edition.

Horizontal Clear Zone.

Streetscape plan horizontal clear zones shall comply with FDOT criteria and standards, pursuant to FDOT “Plans Preparation Manual” Volume I, latest edition.

Pedestrian and Cyclist Facilities.

Pedestrian sidewalks and bike pathways shall be designed to comply with the “American with Disabilities Act (ADA) of 1990”.

Lighting.

Streetscape landscaping should be coordinated with roadway lighting for pedestrian and accent lighting to assure minimum interference with the lighting distribution, pursuant to FDOT “Florida Highway Landscape Guide” Section 4, current edition.

All decorative lighting requires specific approval and agreement for full maintenance and operating expense by the applicant.

Maintenance of Traffic.

Streetscape improvement project plans for landscaping and irrigation improvements shall provide maintenance of traffic plans. Such plans shall be in accordance with FDOT “Roadway Plans Preparation Manual” Chapter 10, Chapter 6 of the FHA “Manual on Uniform Traffic Control Devices (MUTCD)” for Street and Highways or the U.S. Department of Transportation Federal Highway Administration “MUTCD”, Part VI and FDOT Roadway and Traffic Design Standards, Index Series 600.

RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2022**

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2022**

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
ASSETS				
Cash	\$ 7,173	\$ -	\$ -	\$ 7,173
Investments				
Revenue	-	481,428	-	481,428
Reserve	-	480,143	-	480,143
Construction	-	-	11,632,506	11,632,506
Due from Landowner	14,236	-	-	14,236
Total assets	<u>\$ 21,409</u>	<u>\$ 961,571</u>	<u>\$11,632,506</u>	<u>\$ 12,615,486</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 14,746	\$ -	\$ -	\$ 14,746
Retainage payable	-	-	280,468	280,468
Landowner advance	6,663	-	-	6,663
Total liabilities	<u>21,409</u>	<u>-</u>	<u>280,468</u>	<u>301,877</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	14,236	-	-	14,236
Total deferred inflows of resources	<u>14,236</u>	<u>-</u>	<u>-</u>	<u>14,236</u>
Fund balances:				
Restricted for:				
Debt service	-	961,571	-	961,571
Capital projects	-	-	11,352,038	11,352,038
Unassigned	(14,236)	-	-	(14,236)
Total fund balances	<u>(14,236)</u>	<u>961,571</u>	<u>11,352,038</u>	<u>12,299,373</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 21,409</u>	<u>\$ 961,571</u>	<u>\$11,632,506</u>	<u>\$ 12,615,486</u>

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 13,791	\$ 13,966	\$ 801,760	2%
Total revenues	<u>13,791</u>	<u>13,966</u>	<u>801,760</u>	2%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	12,000	48,000	25%
Legal	461	1,107	25,000	4%
Engineering	-	-	2,000	0%
Audit	-	-	5,000	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent	83	250	1,000	25%
Trustee*	-	-	5,000	0%
DSF accounting	458	1,375	5,500	25%
Telephone	17	50	200	25%
Postage	35	35	500	7%
Printing & binding	42	125	500	25%
Legal advertising	-	-	1,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,375	5,500	98%
Contingencies/bank charges	-	-	750	0%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>5,096</u>	<u>20,492</u>	<u>102,040</u>	20%
Field operations				
Administrative				
Property management	-	-	41,760	0%
O&M accounting	-	-	5,000	0%
Insurance	-	-	30,000	0%
Printing, postage & supplies	-	-	5,000	0%
Operating				
Landscape maintenance	-	-	225,000	0%
Landscape replacement/extras	-	-	30,000	0%
Irrigation repair	-	-	5,000	0%
Pong mainteance	-	-	15,000	0%
Monitoring agreement	-	-	5,000	0%
Lights, signs & fences	-	-	5,000	0%
Pressure washing	-	-	25,000	0%
Streets & sidewalks	-	-	2,500	0%
misc. repairs & replacement	-	-	15,000	0%
Access control: monitoring	-	-	40,000	0%
Access control: interent	-	-	2,000	0%
Access control: maintenance	-	-	5,000	0%
Holiday lights	-	-	5,000	0%

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
Utilities				
Electricity	-	-	25,000	0%
Electricity: well	-	-	15,000	0%
Streetlights	-	-	50,000	0%
Amenities: South				
Pool maintenance	-	-	8,000	0%
Amenity center R&M	-	-	3,500	0%
Janitorial	-	-	20,000	0%
Access control/monitoring	-	-	9,000	0%
Gym equipment repair	-	-	2,500	0%
Potable water	-	-	1,500	0%
Telephone: pool/clubhouse	-	-	1,200	0%
Electricity: amenity	-	-	5,000	0%
Internet	-	-	2,000	0%
Alarm monitoring	-	-	5,160	0%
Amenity: North				
Pool maintenance	-	-	8,000	0%
Amenity center R&M	-	-	2,500	0%
Janitorial	-	-	15,000	0%
Access control/monitoring	-	-	9,000	0%
Potable water	-	-	1,500	0%
Telephone: pool/clubhouse	-	-	1,200	0%
Electricity: amenity	-	-	3,500	0%
Internet	-	-	2,000	0%
Total field operations	-	-	651,820	0%
Total expenditures	5,096	20,492	753,860	3%
Excess/(deficiency) of revenues over/(under) expenditures	8,695	(6,526)	47,900	
Fund balances - beginning	(22,931)	(7,710)	-	
Assigned				
Repair & replacement	47,900	47,900	47,900	
Unassigned	(62,136)	(62,136)	-	
Fund balances - ending	<u>\$ (14,236)</u>	<u>\$ (14,236)</u>	<u>\$ 95,800</u>	

*These items will be realized the year after the issuance of bonds.

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022 BONDS
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Assessment levy: off-roll	\$ 480,143	\$ 480,143
Interest	1,288	4,309
Total revenues	<u>481,431</u>	<u>484,452</u>
EXPENDITURES		
Debt service		
Principal	-	-
Interest	-	310,904
Total expenditures	<u>-</u>	<u>310,904</u>
Excess/(deficiency) of revenues over/(under) expenditures	481,431	173,548
OTHER FINANCING SOURCES/(USES)		
Transfers out	<u>(3)</u>	<u>(5,543)</u>
Total other financing sources	<u>(3)</u>	<u>(5,543)</u>
Net change in fund balances	481,428	168,005
Fund balances - beginning	480,143	793,566
Fund balances - ending	<u>\$ 961,571</u>	<u>\$ 961,571</u>

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022 BONDS
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ 32,807	\$ 80,266
Total revenues	32,807	80,266
EXPENDITURES		
Capital outlay	438,046	730,855
Total expenditures	438,046	730,855
Excess/(deficiency) of revenues over/(under) expenditures	(405,239)	(650,589)
OTHER FINANCING SOURCES/(USES)		
Transfer in	3	5,543
Total other financing sources/(uses)	3	5,543
Net change in fund balances	(405,236)	(645,046)
Fund balances - beginning	11,757,274	11,997,084
Fund balances - ending	\$ 11,352,038	\$ 11,352,038

RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Rustic Oaks Community Development District held a Public Hearing and Regular Meeting on September 19, 2022, at 1:00 P.M., at the Homewood Suites Sarasota Lakewood Ranch, 305 N. Cattlemen Road, Sarasota, Florida 34235.

Present at the meeting were:

Garth Noble	Chair
Jerry Tomberlin	Vice Chair
John Kakridas	Assistant Secretary
Jessica Reschke	Assistant Secretary

Also present were:

Kristen Suit	District Manager
John Vericker (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 1:00 p.m. Supervisors Noble, Reschke, Tomberlin and Kakridas were present in person. Supervisor Torres was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Acceptance of Resignation of Supervisor
Chris Torres, Seat 4; Term Expires
November, 2023**

Ms. Suit presented the resignation of Mr. Torres from Seat 4.

**On MOTION by Mr. Tomberlin and seconded by Mr. Kakridas, with all in favor,
the resignation of Mr. Chris Torres from Seat 4, was accepted.**

FOURTH ORDER OF BUSINESS

**Consider Appointment of Michael Byrd to
Fill Unexpired Term of Seat 4**

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Mr. Tomberlin nominated Mr. Michael Byrd to fill Seat 4. No other nominations were made.

On MOTION by Mr. Tomberlin and seconded by Mr. Kakridas, with all in favor, the appointment of Mr. Michael Byrd to Seat 4, was approved.

A. Administration of Oath of Office (*the following will be provided in a separate package*)

The Oath of Office will be administered to Mr. Byrd at a future meeting.

- I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- II. Membership, Obligations and Responsibilities**
- III. Financial Disclosure Forms**
 - a. Form 1: Statement of Financial Interests**
 - b. Form 1X: Amendment for Form 1, Statement of Financial Interests**
 - c. Form 1F: Final Statement of Financial Interests**
- IV. Form 8B – Memorandum of Voting Conflict**

The above items were deferred to the next meeting.

FIFTH ORDER OF BUSINESS	Consideration of Resolution 2022-15, Designating Certain Officers of the District, and Providing for an Effective Date
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This item was deferred to the next meeting.

SIXTH ORDER OF BUSINESS	Public Hearing on Adoption of Fiscal Year 2022/2023 Budget
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A. Proof/Affidavit of Publication

The proof of publication was included for informational purposes.

B. Consideration of Resolution 2022-17, 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 for an Effective Date

78 Ms. Suit presented changes incorporated into the proposed Fiscal Year 2023
79 Landowner-funded budget since it was approved at the last meeting. The changes are
80 necessary due to acquiring the Rustic Road off-site improvements. The "Landscape
81 maintenance" and "Landscape replacement/extras" budget line items increased, resulting in
82 the overall proposed budget increasing \$60,000.

83 Ms. Suit reviewed the assessment table and discussed requesting Estoppel Letters from
84 District Management for the Debt Service costs and inclusion of the Operations and
85 Maintenance (O&M) costs, as those costs can be pro-rated and collected at closings.

86

87 **On MOTION by Mr. Noble and seconded by Ms. Reschke, with all in favor, the**
88 **Public Hearing was opened.**

89

90

91 No members of the public spoke.

92

93 **On MOTION by Mr. Noble and seconded by Mr. Kakridas, with all in favor, the**
94 **Public Hearing was closed.**

95

96

97 Ms. Suit presented Resolution 2022-17.

98

99 **On MOTION by Mr. Noble and seconded by Mr. Kakridas, with all in favor,**
100 **Resolution 2022-17, Relating to the Annual Appropriations and Adopting the**
101 **Budget for the Fiscal Year Beginning October 1, 2022, and Ending September**
102 **30, 2023; Authorizing Budget Amendments; and Providing for an Effective**
103 **Date, was adopted.**

104

105

106 **SEVENTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2022/203
Budget Funding Agreement**

107

108

109 Ms. Suit presented the Budget Funding Agreement.

110

111 **On MOTION by Mr. Noble and seconded by Mr. Tomberlin, with all in favor,**
112 **the Fiscal Year 2022/2023 Budget Funding Agreement, was approved.**

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114

115 **EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-18,
Designating Dates, Times and Locations for**

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Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date

Ms. Suit presented Resolution 2022-18.

On MOTION by Mr. Noble and seconded by Mr. Kakridas, with all in favor, Resolution 2022-18, 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, was adopted.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2022-08, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date

This item was deferred.

TENTH ORDER OF BUSINESS

Ratification of Stormwater Management Needs Analysis

Ms. Suit stated she received confirmation that the County received the Stormwater Management Needs Analysis Report by the June 30, 2022 due date.

On MOTION by Mr. Noble and seconded by Ms. Reschke, with all in favor, the Stormwater Management Needs Analysis, was ratified.

ELEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of July 31, 2022

Ms. Suit presented the Unaudited Financial Statements as of July 31, 2022.

On MOTION by Mr. Tomberlin and seconded by Mr. Kakridas, with all in favor, the Unaudited Financial Statements as of July 31, 2022, were accepted.

TWELFTH ORDER OF BUSINESS

Approval of June 6, 2022 Regular Meeting Minutes

159 Ms. Suit presented the June 6, 2022 Regular Meeting Minutes.

160

161 **On MOTION by Mr. Noble and seconded by Ms. Reschke, with all in favor, the**
162 **June 6, 2022 Regular Meeting Minutes, as presented, were approved.**

163

164

165 **THIRTEENTH ORDER OF BUSINESS**

Staff Reports

166

167 **A. District Counsel: *Straley Robin Vericker***

168 There was no report.

169 **B. District Engineer: *Clearview Land Design, P.L.***

170 There was no report.

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

172 • **NEXT MEETING DATE: October 17, 2022 at 1:30 P.M.**

173 ○ **QUORUM CHECK**

174 The October 17, 2022 meeting will be cancelled; the next meeting is scheduled for

175 November 21, 2022.

176

177 **FOURTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

178

179 There were no Board Members' comments or requests.

180

181 **FIFTEENTH ORDER OF BUSINESS**

Public Comments

182

183 There were no public comments.

184

185 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

186

187 There being nothing further to discuss, the meeting adjourned.

188

189 **On MOTION by Mr. Noble and seconded by Mr. Kakridas, with all in favor, the**
190 **meeting adjourned at 1:13 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

Homewood Suites Sarasota Lakewood Ranch, 305 N Cattlemen Road, Sarasota, Florida 34235

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2022 CANCELED	Regular Meeting	1:30 PM
November 21, 2022 CANCELED	Regular Meeting	1:30 PM
December 19, 2022 CANCELED	Regular Meeting	1:30 PM
January 16, 2023 CANCELED	Regular Meeting	1:30 PM
February 20, 2023	Regular Meeting	1:30 PM
March 20, 2023	Regular Meeting	1:30 PM
April 17, 2023	Regular Meeting	1:30 PM
May 15, 2023	Regular Meeting	1:30 PM
June 12, 2023*	Regular Meeting	1:30 PM
July 17, 2023	Regular Meeting	1:30 PM
August 21, 2023	Regular Meeting	1:30 PM
September 18, 2023	Regular Meeting	1:30 PM

***Exception**

June meeting date is held one week earlier to accommodate the Juneteenth Holiday.