

RUSTIC OAKS

COMMUNITY DEVELOPMENT

DISTRICT

May 15, 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

May 8, 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 May 15, 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. Consider Appointment to Fill Unexpired Term of Seat 4; *Term Expires November 2023*
4. Administration of Oath of Office to Appointed Supervisor (*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
5. Consideration of Resolution 2023-05, Designating Certain Officers of the District, and Providing for an Effective Date
6. Consideration of Resolution 2023-06, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
7. Consideration of Envera Systems Services Agreement for Magnolia Bay

ATTENDEES:

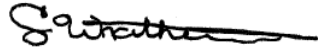
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

8. Consideration of Resolution 2023-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2032/2024 and Providing for an Effective Date
9. Consideration of Resolution 2023-08, Confirming Authorization to Pay Invoices for Work Previously Approved; Authorizing the Chair or Vice-Chair of the Board of Supervisors to Enter into Certain Routine or Time Sensitive and Emergency Contracts and Disburse Funds for Payment of Certain Expenses Without Prior Approval of the Board of Supervisors; Providing for a Monetary Threshold; and Providing for the Repeal of Prior Spending Authorizations; Providing for an Effective Date
10. Consideration of Resolution 2023-09, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability; and Providing an Effective Date
11. Consideration of Resolution 2023-02, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
12. Acceptance of Unaudited Financial Statements as March 31, 2023
13. Approval of April 17, 2023 Regular Meeting Minutes
14. 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: June 12, 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 | MARTHA SCHIFFER | <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 |

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

5

RESOLUTION 2023-05

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.

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PASSED AND ADOPTED this 15th day of May, 2023.

ATTEST:

**RUSTIC OAKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors ("**Board**") of the Rustic Oaks Community Development District ("**District**") prior to June 15, 2023, the proposed operating budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"); and

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

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: _____
HOUR: _____
LOCATION: Homewood Suites Sarasota Lakewood Ranch
305 N. Cattlemen Road,
Sarasota, Florida 34235

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Venice, Florida at least 60 days prior to the hearing set above.

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

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

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

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

PASSED AND ADOPTED this 15th day of May, 2023.

ATTEST:

**RUSTIC OAKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A: Fiscal Year 2023/2024 Budget

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
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**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

| | Fiscal Year 2023 | | | | Proposed Budget FY 2024 |
|--|------------------------------|--------------------------------|-----------------------------------|--------------------------------|-------------------------------|
| | Adopted Budget FY 2023 | Actual through 3/31/2023 | Projected through 9/30/2023 | Total Actual & Projected | |
| REVENUES | | | | | |
| Assessment levy: on-roll - gross | \$ - | | | | \$ 540,689 |
| Allowable discounts (4%) | - | | | | (21,628) |
| Assessment levy: on-roll - net | - | \$ - | \$ - | \$ - | 519,061 |
| Assessment levy: off-roll | - | - | - | - | 70,354 |
| Landowner contribution | 801,760 | 33,144 | 338,103 | 371,247 | 238,566 |
| Total revenues | <u>801,760</u> | <u>33,144</u> | <u>338,103</u> | <u>371,247</u> | <u>827,981</u> |
| EXPENDITURES | | | | | |
| Professional & administrative | | | | | |
| Management/accounting/recording** | 48,000 | 24,000 | 24,000 | 48,000 | 48,000 |
| Legal | 25,000 | 5,938 | 19,062 | 25,000 | 25,000 |
| Engineering | 2,000 | - | 2,000 | 2,000 | 15,000 |
| Audit | 5,000 | 5,400 | - | 5,400 | 5,000 |
| Arbitrage rebate calculation* | 500 | - | 500 | 500 | 500 |
| Dissemination agent* | 1,000 | 500 | 500 | 1,000 | 1,000 |
| Trustee* | 5,000 | 4,031 | 969 | 5,000 | 5,000 |
| DSF accounting | 5,500 | 2,750 | 2,750 | 5,500 | 5,500 |
| Telephone | 200 | 100 | 100 | 200 | 200 |
| Postage | 500 | 107 | 393 | 500 | 500 |
| Printing & binding | 500 | 250 | 250 | 500 | 500 |
| Legal advertising | 1,500 | - | 1,500 | 1,500 | 1,500 |
| Annual special district fee | 175 | 175 | - | 175 | 175 |
| Insurance | 5,500 | 5,375 | 125 | 5,500 | 5,500 |
| Contingencies: bank charges/mtg room | 750 | - | 750 | 750 | 750 |
| Website hosting & maintenance | 705 | 705 | - | 705 | 705 |
| Website ADA compliance | 210 | - | 210 | 210 | 210 |
| Tax collector | - | - | - | - | 16,221 |
| Total professional & administrative | <u>102,040</u> | <u>49,331</u> | <u>53,109</u> | <u>102,440</u> | <u>131,261</u> |
| Field operations | | | | | |
| Administrative | | | | | |
| Property management | 41,760 | - | 41,760 | 41,760 | 41,760 |
| O&M accounting | 5,000 | - | 5,000 | 5,000 | 5,000 |
| Insurance | 30,000 | - | 30,000 | 30,000 | 30,000 |
| Printing, postage & supplies | 5,000 | - | - | - | - |
| Operating | | | | | |
| Landscape maintenance | 225,000 | - | 75,000 | 75,000 | 175,000 |
| Landscape replacement/extras | 30,000 | - | 10,000 | 10,000 | 20,000 |
| Irrigation repair | 5,000 | - | 5,000 | 5,000 | 5,000 |
| Pond maintenance | 15,000 | - | 15,000 | 15,000 | 15,000 |
| Monitoring agreement | 5,000 | - | 5,000 | 5,000 | 5,000 |
| Lights, signs & fences | 5,000 | - | 5,000 | 5,000 | 5,000 |
| Pressure washing | 25,000 | - | 5,000 | 5,000 | 25,000 |
| Streets & sidewalks | 2,500 | - | 2,500 | 2,500 | 2,500 |
| misc. repairs & replacement | 15,000 | - | - | - | 15,000 |
| Access control: monitoring | 40,000 | - | 20,000 | 20,000 | 40,000 |
| Access control: internet | 2,000 | - | 1,000 | 1,000 | 2,000 |
| Access control: maintenance | 5,000 | - | 2,500 | 2,500 | 5,000 |
| Holiday lights | 5,000 | - | - | - | 5,000 |

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

| | Fiscal Year 2023 | | | Total Actual & Projected | Proposed Budget FY 2024 |
|--|------------------------------|--------------------------------|-----------------------------------|--------------------------------|-------------------------------|
| | Adopted Budget FY 2023 | Actual through 3/31/2023 | Projected through 9/30/2023 | | |
| Utilities | | | | | |
| Electricity | 25,000 | - | 12,500 | 12,500 | 25,000 |
| Electricity: well | 15,000 | - | 7,500 | 7,500 | 15,000 |
| Streetlights | 50,000 | - | 25,000 | 25,000 | 50,000 |
| Amenities: South | | | | | |
| Pool maintenance | 8,000 | - | - | - | 8,000 |
| Amenity center R&M | 3,500 | - | - | - | 3,500 |
| Janitorial | 20,000 | - | - | - | 20,000 |
| Access control/monitoring | 9,000 | - | - | - | 20,000 |
| Gym equipment lease | - | - | - | - | 40,000 |
| Gym equipment repair | 2,500 | - | - | - | 2,500 |
| Potable water | 1,500 | - | - | - | 1,500 |
| Telephone: pool/clubhouse | 1,200 | - | - | - | 1,200 |
| Electricity: amenity | 5,000 | - | - | - | 5,000 |
| Internet | 2,000 | - | - | - | 2,000 |
| Alarm monitoring | 5,160 | - | - | - | 5,160 |
| Amenity: North | | | | | |
| Pool maintenance | 8,000 | - | - | - | 8,000 |
| Amenity center R&M | 2,500 | - | - | - | 2,500 |
| Janitorial | 15,000 | - | - | - | 15,000 |
| Access control/monitoring | 9,000 | - | - | - | 20,000 |
| Potable water | 1,500 | - | - | - | 1,500 |
| Telephone: pool/clubhouse | 1,200 | - | - | - | 1,200 |
| Electricity: amenity | 3,500 | - | - | - | 3,500 |
| Internet | 2,000 | - | - | - | 2,000 |
| Total field operations | 651,820 | - | 267,760 | 267,760 | 648,820 |
| Total expenditures | 753,860 | 49,331 | 320,869 | 370,200 | 780,081 |
| Excess/(deficiency) of revenues over/(under) expenditures | 47,900 | (16,187) | 17,234 | 1,047 | 47,900 |
| Fund balance - beginning (unaudited) | - | (1,047) | (17,234) | (1,047) | - |
| Fund balance - ending (projected) | | | | | |
| Assigned | | | | | |
| Working capital | - | - | - | - | - |
| Repair & replacement*** | 47,900 | 47,900 | - | - | 47,900 |
| Unassigned | - | (65,134) | - | - | - |
| Fund balance - ending | \$ 47,900 | \$ (17,234) | \$ - | \$ - | \$ 47,900 |

* These items will be realized when bonds are issued

** WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

***See schedule on subsequent page

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

| COMPONENT | Est. Useful Life (in years) | Unit of Measure | Unit Cost | Quantity | TOTAL COST | Est. remaining useful life (in years) | Est. replacement cost | Est. fund balance | To be funded | Required funding |
|--|-----------------------------|-----------------|-----------|----------|------------|---------------------------------------|-----------------------|-------------------|-------------------|------------------|
| Signs, Walls & Fences - Repair Allowance | 10 | Allowance | 25,000 | 1 | 25,000 | 10 | 25,000 | - | 25,000 | 2,500 |
| Gate Access Control | 20 | Each | 10,000 | 3 | 30,000 | 20 | 30,000 | - | 30,000 | 1,500 |
| Mail Kiosk | 10 | Each | 2,075 | 20 | 41,500 | 10 | 41,500 | - | 41,500 | 4,150 |
| Paving | 25 | SY | 10 | 65,000 | 650,000 | 25 | 650,000 | - | 650,000 | 26,000 |
| Pool Resurfacing | 8 | Each | 15,000 | 2 | 30,000 | 8 | 30,000 | - | 30,000 | 3,750 |
| Clubhouse Roofing | 15 | Each | 30,000 | 2 | 60,000 | 15 | 60,000 | - | 60,000 | 4,000 |
| Clubhouse Paint | 5 | Each | 10,000 | 2 | 20,000 | 5 | 20,000 | - | 20,000 | 4,000 |
| Clubhouse Interior Renovation | 10 | Allowance | 10,000 | 2 | 20,000 | 10 | 20,000 | - | 20,000 | 2,000 |
| | | | | | | TOTALS | \$ 876,500 | \$ - | \$ 876,500 | \$ 47,900 |

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

| | |
|--|-----------|
| Management/accounting/recording** | \$ 48,000 |
| <p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p> | |
| Legal | 25,000 |
| <p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p> | |
| Engineering | 15,000 |
| <p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p> | |
| Audit | 5,000 |
| <p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p> | |
| Arbitrage rebate calculation* | 500 |
| <p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p> | |
| Dissemination agent* | 1,000 |
| <p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p> | |
| Trustee | 5,000 |
| <p>Annual fee for the service provided by trustee, paying agent and registrar.</p> | |
| Trustee | 5,500 |
| Telephone | 200 |
| <p>Telephone and fax machine.</p> | |
| Postage | 500 |
| <p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p> | |
| Printing & binding | 500 |
| <p>Letterhead, envelopes, copies, agenda packages</p> | |
| Legal advertising | 1,500 |
| <p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p> | |
| Annual special district fee | 175 |
| <p>Annual fee paid to the Florida Department of Economic Opportunity.</p> | |
| Insurance | 5,500 |
| <p>The District will obtain public officials and general liability insurance.</p> | |
| Contingencies: bank charges/mtg room | 750 |
| <p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p> | |
| Website hosting & maintenance | 705 |
| Website ADA compliance | 210 |
| Tax collector | 16,221 |

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations

Administrative

| | |
|---------------------|--------|
| Property management | 41,760 |
| O&M accounting | 5,000 |
| Insurance | 30,000 |

Operating

| | |
|------------------------------|---------|
| Landscape maintenance | 175,000 |
| Landscape replacement/extras | 20,000 |
| Irrigation repair | 5,000 |
| Pond maintenance | 15,000 |
| Monitoring agreement | 5,000 |
| Lights, signs & fences | 5,000 |
| Pressure washing | 25,000 |
| Streets & sidewalks | 2,500 |
| misc. repairs & replacement | 15,000 |
| Access control: monitoring | 40,000 |
| Access control: internet | 2,000 |
| Access control: maintenance | 5,000 |
| Holiday lights | 5,000 |

Utilities

| | |
|-------------------|--------|
| Electricity | 25,000 |
| Electricity: well | 15,000 |
| Streetlights | 50,000 |

Amenities: South

| | |
|---------------------------|--------|
| Pool maintenance | 8,000 |
| Amenity center R&M | 3,500 |
| Janitorial | 20,000 |
| Access control/monitoring | 20,000 |
| Gym equipment lease | 40,000 |
| Gym equipment repair | 2,500 |
| Potable water | 1,500 |
| Telephone: pool/clubhouse | 1,200 |
| Electricity: amenity | 5,000 |
| Internet | 2,000 |
| Alarm monitoring | 5,160 |

Amenity: North

| | |
|---------------------------|--------|
| Pool maintenance | 8,000 |
| Amenity center R&M | 2,500 |
| Janitorial | 15,000 |
| Access control/monitoring | 20,000 |
| Potable water | 1,500 |
| Telephone: pool/clubhouse | 1,200 |
| Electricity: amenity | 3,500 |
| Internet | 2,000 |

| | |
|--------------------|-------------------------|
| Total expenditures | <u><u>\$780,081</u></u> |
|--------------------|-------------------------|

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2018
FISCAL YEAR 2024**

| | Fiscal Year 2023 | | | | Proposed Budget FY 2024 |
|---|------------------------------|--------------------------------|-----------------------------------|--|-------------------------------|
| | Adopted Budget FY 2023 | Actual through 3/31/2023 | Projected through 9/30/2023 | Total Actual & Projected Revenue & Expenditures | |
| REVENUES | | | | | |
| Assessment levy: on-roll | \$ - | | | | \$ 627,087 |
| Allowable discounts (4%) | - | | | | (25,083) |
| Net assessment levy - on-roll | - | \$ - | \$ - | \$ - | 602,004 |
| Assessment levy: off-roll | 960,286 | 720,215 | 240,071 | 960,286 | 377,095 |
| Interest | - | 12,748 | - | 12,748 | - |
| Total revenues | <u>960,286</u> | <u>732,963</u> | <u>240,071</u> | <u>973,034</u> | <u>979,099</u> |
| EXPENDITURES | | | | | |
| Debt service | | | | | |
| Principal | 340,000 | - | 340,000 | 340,000 | 350,000 |
| Interest | 621,808 | 310,904 | 310,904 | 621,808 | 612,118 |
| Tax collector | - | - | - | - | 18,813 |
| Total expenditures | <u>961,808</u> | <u>310,904</u> | <u>650,904</u> | <u>961,808</u> | <u>980,931</u> |
| Excess/(deficiency) of revenues over/(under) expenditures | (1,522) | 422,059 | (410,833) | 11,226 | (1,832) |
| OTHER FINANCING SOURCES/(USES) | | | | | |
| Transfers out | - | (5,543) | - | (5,543) | - |
| Total other financing sources/(uses) | - | (5,543) | - | (5,543) | - |
| Net increase/(decrease) in fund balance | (1,522) | 416,516 | (410,833) | 5,683 | (1,832) |
| Fund balance: | | | | | |
| Beginning fund balance (unaudited) | 791,049 | 793,566 | 1,210,082 | 793,566 | 799,249 |
| Ending fund balance (projected) | <u>\$789,527</u> | <u>\$1,210,082</u> | <u>\$ 799,249</u> | <u>\$ 799,249</u> | <u>797,417</u> |
| Use of fund balance: | | | | | |
| Debt service reserve account balance (required) | | | | | (480,143) |
| Interest expense - November 1, 2024 | | | | | (301,071) |
| Projected fund balance surplus/(deficit) as of September 30, 2024 | | | | | <u>\$ 16,203</u> |

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 AMORTIZATION SCHEDULE**

| | Principal | Coupon Rate | Interest | Debt Service | Bond Balance |
|----------|------------------|--------------------|-----------------|---------------------|---------------------|
| 11/01/23 | | | 306,058.75 | 306,058.75 | 16,890,000.00 |
| 05/01/24 | 350,000.00 | 2.850% | 306,058.75 | 656,058.75 | 16,540,000.00 |
| 11/01/24 | | | 301,071.25 | 301,071.25 | 16,540,000.00 |
| 05/01/25 | 360,000.00 | 2.850% | 301,071.25 | 661,071.25 | 16,180,000.00 |
| 11/01/25 | | | 295,941.25 | 295,941.25 | 16,180,000.00 |
| 05/01/26 | 370,000.00 | 2.850% | 295,941.25 | 665,941.25 | 15,810,000.00 |
| 11/01/26 | | | 290,668.75 | 290,668.75 | 15,810,000.00 |
| 05/01/27 | 380,000.00 | 2.850% | 290,668.75 | 670,668.75 | 15,430,000.00 |
| 11/01/27 | | | 285,253.75 | 285,253.75 | 15,430,000.00 |
| 05/01/28 | 395,000.00 | 3.200% | 285,253.75 | 680,253.75 | 15,035,000.00 |
| 11/01/28 | | | 278,933.75 | 278,933.75 | 15,035,000.00 |
| 05/01/29 | 405,000.00 | 3.200% | 278,933.75 | 683,933.75 | 14,630,000.00 |
| 11/01/29 | | | 272,453.75 | 272,453.75 | 14,630,000.00 |
| 05/01/30 | 420,000.00 | 3.200% | 272,453.75 | 692,453.75 | 14,210,000.00 |
| 11/01/30 | | | 265,733.75 | 265,733.75 | 14,210,000.00 |
| 05/01/31 | 435,000.00 | 3.200% | 265,733.75 | 700,733.75 | 13,775,000.00 |
| 11/01/31 | | | 258,773.75 | 258,773.75 | 13,775,000.00 |
| 05/01/32 | 445,000.00 | 3.200% | 258,773.75 | 703,773.75 | 13,330,000.00 |
| 11/01/32 | | | 251,653.75 | 251,653.75 | 13,330,000.00 |
| 05/01/33 | 465,000.00 | 3.450% | 251,653.75 | 716,653.75 | 12,865,000.00 |
| 11/01/33 | | | 243,632.50 | 243,632.50 | 12,865,000.00 |
| 05/01/34 | 480,000.00 | 3.450% | 243,632.50 | 723,632.50 | 12,385,000.00 |
| 11/01/34 | | | 235,352.50 | 235,352.50 | 12,385,000.00 |
| 05/01/35 | 495,000.00 | 3.450% | 235,352.50 | 730,352.50 | 11,890,000.00 |
| 11/01/35 | | | 226,813.75 | 226,813.75 | 11,890,000.00 |
| 05/01/36 | 515,000.00 | 3.450% | 226,813.75 | 741,813.75 | 11,375,000.00 |
| 11/01/36 | | | 217,930.00 | 217,930.00 | 11,375,000.00 |
| 05/01/37 | 530,000.00 | 3.450% | 217,930.00 | 747,930.00 | 10,845,000.00 |
| 11/01/37 | | | 208,787.50 | 208,787.50 | 10,845,000.00 |
| 05/01/38 | 550,000.00 | 3.450% | 208,787.50 | 758,787.50 | 10,295,000.00 |
| 11/01/38 | | | 199,300.00 | 199,300.00 | 10,295,000.00 |
| 05/01/39 | 570,000.00 | 3.450% | 199,300.00 | 769,300.00 | 9,725,000.00 |
| 11/01/39 | | | 189,467.50 | 189,467.50 | 9,725,000.00 |
| 05/01/40 | 590,000.00 | 3.450% | 189,467.50 | 779,467.50 | 9,135,000.00 |
| 11/01/40 | | | 179,290.00 | 179,290.00 | 9,135,000.00 |
| 05/01/41 | 610,000.00 | 3.450% | 179,290.00 | 789,290.00 | 8,525,000.00 |
| 11/01/41 | | | 168,767.50 | 168,767.50 | 8,525,000.00 |
| 05/01/42 | 630,000.00 | 3.450% | 168,767.50 | 798,767.50 | 7,895,000.00 |
| 11/01/42 | | | 157,900.00 | 157,900.00 | 7,895,000.00 |
| 05/01/43 | 655,000.00 | 4.000% | 157,900.00 | 812,900.00 | 7,240,000.00 |
| 11/01/43 | | | 144,800.00 | 144,800.00 | 7,240,000.00 |
| 05/01/44 | 680,000.00 | 4.000% | 144,800.00 | 824,800.00 | 6,560,000.00 |
| 11/01/44 | | | 131,200.00 | 131,200.00 | 6,560,000.00 |

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 AMORTIZATION SCHEDULE**

| | Principal | Coupon Rate | Interest | Debt Service | Bond Balance |
|--------------|----------------------|--------------------|----------------------|----------------------|---------------------|
| 05/01/45 | 710,000.00 | 4.000% | 131,200.00 | 841,200.00 | 5,850,000.00 |
| 11/01/45 | | | 117,000.00 | 117,000.00 | 5,850,000.00 |
| 05/01/46 | 740,000.00 | 4.000% | 117,000.00 | 857,000.00 | 5,110,000.00 |
| 11/01/46 | | | 102,200.00 | 102,200.00 | 5,110,000.00 |
| 05/01/47 | 770,000.00 | 4.000% | 102,200.00 | 872,200.00 | 4,340,000.00 |
| 11/01/47 | | | 86,800.00 | 86,800.00 | 4,340,000.00 |
| 05/01/48 | 800,000.00 | 4.000% | 86,800.00 | 886,800.00 | 3,540,000.00 |
| 11/01/48 | | | 70,800.00 | 70,800.00 | 3,540,000.00 |
| 05/01/49 | 835,000.00 | 4.000% | 70,800.00 | 905,800.00 | 2,705,000.00 |
| 11/01/49 | | | 54,100.00 | 54,100.00 | 2,705,000.00 |
| 05/01/50 | 865,000.00 | 4.000% | 54,100.00 | 919,100.00 | 1,840,000.00 |
| 11/01/50 | | | 36,800.00 | 36,800.00 | 1,840,000.00 |
| 05/01/51 | 900,000.00 | 4.000% | 36,800.00 | 936,800.00 | 940,000.00 |
| 11/01/51 | | | 18,800.00 | 18,800.00 | 940,000.00 |
| 05/01/52 | 940,000.00 | 4.000% | 18,800.00 | 958,800.00 | - |
| Total | 16,890,000.00 | | 11,192,567.50 | 28,082,567.50 | |

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

| |
|-----------------|
| On-Roll* |
|-----------------|

| Product Type | Units | FY 2024 O&M Assessment per Unit | FY 2024 DS Assessment per Unit | FY 2024 Total Assessment per Unit | FY 2023 Total Assessment per Unit |
|----------------------------|-------|---------------------------------------|--------------------------------------|---|---|
| <u>South Parcel</u> | | | | | |
| 40'x130' | 100 | \$ 1,112.53 | \$ 1,290.30 | \$ 2,402.83 | \$ 1,199.98 |
| 50'x130' | 144 | 1,390.66 | 1,612.88 | 3,003.54 | 1,499.98 |
| | 244 | | | | |
| <u>North Parcel</u> | | | | | |
| 40'x130' | 101 | \$ 1,112.53 | \$ 1,290.30 | \$ 2,402.83 | \$ 1,199.98 |
| 50'x130' | 84 | 1,390.66 | 1,612.88 | 3,003.54 | 1,499.98 |
| | 185 | | | | |

| | |
|--------------|------------|
| Total | 429 |
|--------------|------------|

| |
|-----------------|
| Off-Roll |
|-----------------|

| <u>South Parcel</u> | | | | | |
|----------------------------|-------|---------------------------------------|--------------------------------------|---|---|
| Product Type | Units | FY 2024 O&M Assessment per Unit | FY 2024 DS Assessment per Unit | FY 2024 Total Assessment per Unit | FY 2023 Total Assessment per Unit |
| <u>South Parcel</u> | | | | | |
| 40'x130' | 38 | \$ 223.88 | \$ 1,199.98 | \$ 1,423.86 | \$ 1,199.98 |
| 50'x130' | 118 | 279.85 | 1,499.98 | 1,779.83 | 1,499.98 |
| | 156 | | | | |
| <u>North Parcel</u> | | | | | |
| 40'x130' | 40 | \$ 223.88 | \$ 1,199.98 | \$ 1,423.86 | \$ 1,199.98 |
| 50'x130' | 71 | 279.85 | 1,499.98 | 1,779.83 | 1,499.98 |
| | 111 | | | | |

| | |
|--------------|------------|
| Total | 267 |
|--------------|------------|

* Assumes that all lots platted will be billed on-roll - when information is received from the Sarasota County Property Appraiser in June 2023 the number of platted lots may decrease

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

7



ENVERA SERVICES AGREEMENT

"Client": Rustic Oaks Community Development District

Agreement Date: 4/25/2023

"Community": Magnolia Bay

Agreement Number: 00002851

"Premises": Ranch Rd & Rustic Rd, Nokmis, Florida 34241

"Services": Active Video Surveillance; Access Control; Passive Video Surveillance

"Notices": To Envera: Envera Systems, 4171 W Hillsboro Blvd Ste 2, Coconut Creek, FL 33073, info@enverasystems.com

To Client: Rustic Oaks Community Development District, c/o Wrathell, Hunt & Associates, 2300 Glades Rd Ste 410W, Boca Raton, Florida 33431

THIS SERVICES AGREEMENT ("Agreement") is entered into as of the Agreement Date by and between the Client and Hidden Eyes, LLC, a Florida limited liability company d/b/a Envera Systems ("Envera"). The parties hereby agree as follows:

- 1 **SERVICES TO BE FURNISHED.** Envera will furnish the following services ("Services") to the Community for the property located at the Premises, as such services are selected above, and subject to the limitations and conditions set forth below in this Agreement:
 - 1.1 Virtual Gate Guard: Envera will install equipment on the Client's Premises to allow for the provision of Monitoring Services and if applicable the gates on the Premises and Database Services (as defined below) in accordance with the Service Level Commitment found at <https://enverasystems.com/servicelevel-v1/>.
 - 1.2 Guard Module Software: Envera will provide the Client with a software license to allow the Client's live guards to access the Security System. If this option is selected, the parties agree to be bound by all of the terms and conditions contained in the "Guard Module Software Agreement" located at <https://enverasystems.com/guardmodule-v1>.
 - 1.3 Active Video Surveillance: Envera will install cameras with advanced analytics or sensors to provide Monitoring Services to the Premises, and once sensors have been activated, Envera's remotely located operators will have the capability to see, hear, and speak to trespassers. Envera's operators use two way voice communications to request that the trespassers exit the area and will contact local authorities if necessary. Client expressly acknowledges and agrees that the scope of Envera's monitoring duties under this Agreement relate solely to responding to perimeter monitoring detection equipment as described in this agreement and that Envera is not providing twenty-four (24) hour monitoring for the Client's Premises.
 - 1.4 Passive Video Surveillance: Envera will install specialized cameras to record activity on the Premises and store video footage via a network video recorder, and will download requested videos and provide to the Client; active monitoring of video activity is not included.
 - 1.5 Access Control: Envera will install database technology which will be used to grant or deny access to gates and/or doors using PIN numbers, key cards, fobs, vehicle stickers, or bio-metric identifiers (to be specified by Client prior to installation), and will provide Database Services relating to same if selected by the Client.
 - 1.6 Alarm Monitoring: Envera will install an alarm monitoring system that may or may not utilize a two way speaker/microphone device to communicate with the Premises, and provide Monitoring Services of same. In the event an alarm signal is received by the central station, Envera will dispatch authorities as directed in the Client's post orders which the Client shall complete after the Agreement is executed.
 - 1.7 "Monitoring Services" shall mean remote central station monitoring of the motion sensors, alarm sensors, and if applicable the gates on the Premises.
 - 1.8 "Database Services" shall mean assisting the Community with updating the database of owners, residents, and authorized guests thereof in connection with Virtual Gate Guard Services and/or Access Control Services.
 - 1.9 "Repair and Maintenance Services" shall mean maintenance of, and repairs to, the Security System during the term of this Agreement, and shall only be provided if the Client elects to receive those services above. References in this Agreement to the "Security System" shall include all equipment that is installed to provide the Services, as reflected in Exhibit A.
 - 1.10 The Services shall consist only of the performance of the tasks expressly set forth in this Agreement. The Client can request specific post orders or additional requests of Envera; Envera will determine whether or not it can comply with such post orders and requests in its sole discretion, on the basis of its current policies and business practices. Any additional requests made by the Client and agreed to by Envera may entail added one-time or recurring costs that will be subject to Client approval prior to effecting any post orders or additional requests. No services will be considered added unless and until both parties have executed an addendum hereto. Client shall immediately notify Envera of any malfunctions of the communication link or power outages for lines used by the Security System. Client understands that, due to the nature of the method used for communicating signals to the central station facility, there may be times when that communication method is not able to transmit signals and consequently, the central station facility will not receive any signals. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit a signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method (i.e., DSL, BPR, or other broadband or Internet based telephone service) installed under this Agreement can also experience an interruption in service resulting in failure of communication signals to transmit. Client understands that all such transmission methods are wholly beyond the control of Envera and Envera shall have no responsibility for the failure of any of such transmissions. Envera assumes no liability for delays in the installation or interruptions of Service due to strikes, riots, floods, fires, act of God or any causes beyond the control of Envera, including interruption of communication methods, and will not be required to supply service to the Client while such cause continues. Client will immediately notify Envera of any discovered malfunction or interruption of the communication transmission method(s) utilized by the Security System. The Services do not include provision of utilities for the Security System. During the term of this Agreement, the Client agrees to exclusively use Envera for Monitoring Services and Repair and Maintenance Services, and to provide at Client's sole expense electricity and an electrical connection for operation of the Security System. Envera shall order a primary dedicated internet line on the Client's behalf, with appropriate specifications, and Client agrees that invoices for the connection will be sent to the Client's address identified above. In the event that Virtual Gate Guard Services have been ordered, the Client shall provide a secondary hard-lined internet connection with static IP address and at least 3Mbps upload/download speed. In the event that a secondary hard-lined connection is not available in the Client's geographical area, the Client may contract with an approved wireless SIM router provider. The Client shall be responsible for payment of any fees relating to internet connections ordered hereunder. The Client understands that the performance of a wireless SIM connection is of variable quality. If Envera chooses to assist the Client in obtaining a backup internet connection to serve the Security System, Client further agrees to cooperate with Envera in Envera's effort to obtain such backup connection, and Client agrees that invoices for the backup connection will be sent to the Client's address identified above. In the event that primary and secondary lines fail, the gates at the Premises will, by default, remain in the open position until signal is restored.

2 TERM.

- 2.1 Following execution of this Agreement and payment of any deposit required hereunder, Envera shall diligently proceed to install the Security System. The "Commencement Date" of this Agreement shall be the date on which Envera notifies Client that Client's Security System has been fully installed, including the initial preparation of the database using Client's information. If Client fails to provide the information required to produce the Client's database, the Commencement Date shall be the date on which Envera provides notice to Client that the Security System has been fully installed and Envera is ready, willing and able to provide the Monitoring Services but for the lack of such information.
- 2.2 The Services to be furnished by Envera will be for a primary period (the "Primary Period") of thirty-six (36) months commencing on the Commencement Date.

2.3 After the expiration of the Primary Period, this Agreement shall automatically renew for additional terms of one (1) year ("Renewal Period(s)") unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the Primary Period or any Renewal Period.

3 TERMINATION.

- 3.1 Either party may terminate this Agreement with cause in the event of a default by the other party as set forth in paragraph 9 below.
- 3.2 Either party may terminate this Agreement without cause by providing at least thirty (30) days written notice to the other party ("Early Termination").
- 3.3 Early Termination or termination of this Agreement for cause is subject to the provisions of paragraph 10 below.
- 3.4 Envera may terminate this Agreement, without notice, in the event Envera's central station connection link or the equipment within the Client's Premises is destroyed by fire or other catastrophe, or is otherwise so substantially damaged that it is impractical to continue service. In the event of termination pursuant to this subparagraph, Envera shall be relieved of any further obligations under this Agreement, but Client shall remain liable for payment of any and all amounts due for Services provided up to the date of termination of Services.

4 COMPENSATION.

- 4.1 The Client agrees to pay Envera the following fees, which are set forth in the Description of Security System and Installation Fee attached as Exhibit "A" and the Schedule of Fees attached hereto as Exhibit "B" (collectively the "Service Rates"):
- 4.1.1 The Monitoring and Database Services Rates. The parties agree that, to the extent that Virtual Gate Guard Services have been ordered, the Monitoring and Database Service rates that are currently identified on Exhibit "B" are based on the Client's representation that the number of addresses listed are a true representation of existing addresses in the Community that will be registered with Envera. If a greater number of addresses is registered with Envera during the term of this Agreement, the Monitoring and Database Rates will increase by the per home per month price listed in Exhibit "B", with such increase to take place in the month following the registration.
- 4.1.2 The Service & Maintenance Plan Rates.
- 4.1.3 The Standard Rates, which apply when Client has declined to receive Repair and Maintenance Services, or is otherwise responsible for a repair. Please refer to <https://enverasystems.com/standardrates/> for Envera's current rates.
- 4.1.4 The Installation Fee.
- 4.1.5 Video Pull Fees. No fees are charged for video pulls relative to Virtual Gate Guard Services, Passive Video Surveillance Services or Active Video Surveillance Services, however one-time fees, as described at <https://enverasystems.com/video retrieval/>, are chargeable for any video pulls which are requested in a non-native format, or which require greater than one hour to locate.
- 4.1.6 Guard Module Software Fee. A monthly fee payable for the licensing of Envera's Guard Module Software.
- 4.1.7 Client acknowledges that sales tax at the applicable rate shall be payable in addition to the rates set forth on Exhibit "B", and Client agrees to pay those taxes, if any. In addition, the Client agrees to pay for all costs to apply for and obtain any permits required by any state or local agency or body relative to the installation of the Security System, along with costs relating to any bonds, surveys, drawings or site plan modifications for same.
- 4.2 Envera will deliver to Client an invoice at the beginning of each month for the Monitoring and Database Services Rates and Service & Maintenance Plan Rates for the following month, and for any Repair & Maintenance Services provided in the prior month. The invoice will be payable upon receipt by Client. All outstanding invoices not paid within thirty (30) days of receipt thereof shall accrue interest at the maximum rate allowed by law (currently 18% per year).
- 4.3 The Service Rates shall increase automatically by 5% on each yearly anniversary of the Commencement Date. Each such change in the Service Rates shall be reflected on the Client's invoice for the month in which the Service Rate change occurs. Envera may, at any time after the Primary Period, increase the Service Rates or implement or increase service charges to meet changing costs, upon giving the Client notice in writing prior to the month in which such increase will take effect, which increase will be in addition to the automatic increase identified above.
- 4.4 Notwithstanding the foregoing, Client agrees that Envera shall have the right, at any time, to increase the charges provided herein to reflect any additional governmental surcharges, fees, or taxes relating to the Services, which may be imposed on Envera by any governmental agency or utility company. Client agrees to pay those governmental surcharges, fees, or taxes.
- 4.5 The Monitoring and Database Service Rate shall be abated during periods where Monitoring Services are not being provided to Client due to a defect in the Security System, but shall not be abated if Monitoring Services are not provided as a result of any failure of the electrical or internet communications system that services the Security System. Client shall receive a prorated credit for such abatement on the next monthly invoice for the period of time beginning when Client notifies Envera that the Security System is not functioning and ending when Envera has repaired or serviced the Security System to correct the reported defect such that the Monitoring Services are being provided to the Community. Client shall not receive a credit pursuant to this paragraph for (i) malfunctions in the Security System that are caused by an act or omission of Client or its residents or employees, or (ii) a defect in the Security System that does not result in a suspension of the Monitoring Services.

5 LIMITED WARRANTY AND CONDITIONS; MAINTENANCE.

- 5.1 Client acknowledges that Envera's obligations hereunder are solely to provide the Services as defined in paragraph 1 above, and further described in this Agreement. A default on the part of Envera, and any related rights of Client related thereto, will arise only in the event that Envera fails to fulfill its obligations to service or repair the Security System, if such obligation is set forth in this Agreement.
- 5.2 Envera is not the manufacturer of the Security System and therefore does not guarantee the workmanship or any other aspect of the equipment comprising the Security System; however, certain warranties may be provided by the manufacturer(s) of the components and to the extent that Client is purchasing the components, said warranties will be assigned to Client. Notwithstanding any other provision in this Agreement to the contrary, where Client purchases a Security System under this Agreement, Envera warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the Commencement Date. Envera may comply with this obligation by repairing or replacing any defective, covered part with a new or functionally operative component, at its discretion, with such repair or replacement being Client's exclusive remedy for any loss or damage due to breach of the warranty set forth in this subparagraph 5.2.
- 5.3 If the Repair and Maintenance Services are ordered by Client, and in consideration for payment of the Service and Maintenance Plan Rates, Envera agrees to provide Standard maintenance and repair services without additional charge to Client for the Primary Period of the Agreement. For the purposes of this Agreement, "Standard" maintenance and repair services shall mean those rendered reasonably necessary (i) due to ordinary use, wear and tear or (ii) directly as a result of a malfunction of the Security System. Should any of the equipment need to be serviced or replaced at any time during the Primary Period in connection with a Standard maintenance and repair service, Envera will not charge for labor or system parts and materials. During any Renewal Period, if the Client has elected to receive the Repair and Maintenance Services, any Standard Maintenance and Repair Services conducted by Envera shall be conducted without charge to the Client for Envera's labor, and with any replacement equipment, part, or third-party vendor costs charged to the Client without mark-up. In the event that the Client is receiving Virtual Gate Guard Services, Envera will repair or replace ground loops and related equipment during the 90 day period following the Commencement Date, provided that the ground loop and related equipment was installed by Envera. If the equipment was installed by an entity other than Envera, or the 90 day period has elapsed, Envera will charge the Standard Rates for labor relative to ground loops, and will pass through to the Client its actual cost for any parts, equipment, or third party invoice which is incurred for such repair or replacement. Trip charges may apply. Upon receipt of notice from Client that a repair is required, or upon Envera's discovery of a needed repair, Envera shall use reasonable discretion to determine whether a repair is Standard or the result of a third party or other cause beyond Envera's control, including such events as described in paragraph 5.4 below. In the event that the Client has not elected to receive the Repair and Maintenance Services, it shall be charged Envera's Standard Rates.
- 5.4 Repairs to or replacement of the Security System or its components rendered necessary by any of the following events shall not be considered Standard and related costs shall be the responsibility of Client at the Standard Rates: accident; vandalism; flood; water; lightning; fire intrusion; abuse; misuse; an act of God; any casualty, including electricity; unauthorized repairs, modification or improper installation by the Client; or any other cause beyond the control of Envera, including interruption of electrical power, or internet service. Further, Envera shall not be responsible for any interruption in the Monitoring Services as a result of any of the foregoing occurrences, and Envera will not be required to perform the Services while any such cause continues.

- 5.5 EXCEPT AS EXPRESSLY SET FORTH IN PARAGRAPH 5.2 HEREOF, ENVERA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECURITY SYSTEM (INCLUDING THE INSTALLATION THEREOF), AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. ENVERA DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE SECURITY SYSTEM.
- 5.6 It is understood and agreed by the parties hereto that Envera is providing a Security System and/or Services designed to reduce the risk of loss only; that Envera does not cause any of the adverse events that the Security System or the Services are meant to avert, and that Envera does not guarantee or warrant that no adverse events will occur during the term of the Agreement; that the payments provided for herein are based solely on the value of the Security System and/or Services as described herein and are unrelated to the value of any property located on the Premises; that Envera is not liable for losses that may occur in cases of malfunction or nonfunction of any Security System provided by, or serviced by, Envera, that Envera is not liable for losses that may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to Envera's negligence or failure of performance, and Client waives and releases Envera from any such damages, claims and losses; that Envera is not liable for losses resulting from failure to warn or inadequate training; that Envera is not an insurer; and that insurance covering personal injury, property loss, damage to and on Client's Premises must be obtained and/or maintained by Client. Client understands that it is Client's duty to purchase and maintain such insurance and Client shall look only to its insurer in the event of the occurrence of any adverse event that the Security System or the Services are meant to avert; that Envera offers several levels of protection and services; and that the Security System and/or Services described has been chosen by Client after considering the several levels of protection afforded by various systems and the related costs.
- 6 **INSTALLATION.** Client hereby authorizes and empowers Envera, its agents or assigns, to come upon the Premises to install, service and maintain the Security System, and to make any necessary inspections, tests, and repairs as required. It is mutually agreed that the work of standard repairs or service by Envera shall be performed between the hours of 8:00 a.m. and 5:00 p.m., exclusive of Saturdays, Sundays and holidays. In the event of an emergency, Envera may provide Services outside of standard business hours, and in such event, Envera reserves the right to charge an additional premium for Services provided under such circumstances. Client shall not make any modifications to the Security System without first obtaining the written approval of Envera. Client shall be responsible for all costs associated with the removal of any trees, and damage to control wiring, utility wiring or ducting, or other subterranean or hidden facilities that are damaged during installation.
- 7 **EQUIPMENT.** Client acknowledges that, if it is receiving Virtual Gate Guard Services, the Envera Kiosk System™ shall remain the property of Envera and that Client is only licensed to use such equipment during the term of this Agreement. The Client shall own the rest of the components of the Security System, however Envera will retain a security interest in such equipment until the Installation Fee has been paid. Envera may remove the Envera Kiosk System™ upon termination of the Agreement, without the obligation to repair or redecorate any portion of the Client's Premises, and the Client agrees to permit access for that purpose. Envera's removal of property shall not constitute a waiver of the right to collect any amounts that it is due.
- 8 **VIDEO FOOTAGE.** Envera agrees to make archived video footage from the Security System reasonably available to Client, which footage is typically retained by the network video recorder on the Client's Premises for a period of thirty (30) days. In addition, Client will have access to viewing live video footage from Client's computers. Client acknowledges that viewing live footage will: (i) be limited to officers and employees of Client and that residents will not be authorized to access the footage, (ii) be restricted to one Client user at a time, and (iii) involve installation of software onto Client's computers. Envera will use reasonable efforts to train up to three (3) individuals designated by Client to access the live video footage; however, Client is solely responsible for the installation of any software programs and Client expressly acknowledges that Envera is not responsible for the functionality of such software on Client's computers.
- 9 **DEFAULT.**
- 9.1 Default by Client. Client shall be in default of this Agreement in the event it (i) fails to pay any amount when due as provided by this Agreement, and/or (ii) commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of any default of this Agreement by Client, Envera shall be entitled to terminate this Agreement immediately and Client shall be liable to Envera for the damages as set forth in paragraph 10 below.
- 9.2 Default by Envera. Envera shall be in default of this Agreement in the event it commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of a termination by Client due to Envera's default, Client shall not be responsible for payment of the Liquidated Damages, as set forth in paragraph 10 below; however, Client shall remain liable to Envera for payment of any and all amounts due for Services provided up to and including the date of termination of this Agreement by Client.
- 10 **DAMAGES.**
- 10.1 NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, CLIENT AGREES THAT ENVERA SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 10.2 In the event that (i) Client exercises its right to Early Termination without cause or (ii) Envera terminates this Agreement for cause pursuant to subparagraph 9.1 above, Client shall pay to Envera one hundred percent (100%) of the balance due for Services for the remainder of the Primary Period or then-current Renewal Period (or, if the Primary Period has not yet commenced, 100% of the amount which would have been due for the Primary Period, had it commenced), as applicable (the "Liquidated Damages"), in addition to any other amounts then owing. Envera and Client agree that the Liquidated Damages are a reasonable estimation of the damages of cancellation due to the inability of computing actual costs, including, but not limited to, the cost of disconnecting and removing Envera's equipment, the lost opportunity of using the equipment in another engagement, and the loss of the value of the unexpired portion of the Agreement.
- 10.3 In the event that (i) Envera exercises its right to Early Termination or (ii) Client terminates this Agreement for cause pursuant to subparagraph 9.2 above, Client's damages hereunder shall be limited to the actual damages incurred by Client, but in no event shall Envera be liable for more than the amount paid by Client for one (1) month of Monitoring and Database Services, as set forth in subparagraph 4.1.1 above.
- 11 **INDEMNIFICATION.**
- 11.1 To the extent permitted by law, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims, lawsuits, damages or losses asserted by third parties (the "Claims") that arise out of or relate to this Agreement. This provision shall apply to all claims whether based upon negligence (including Envera's negligence), whether active or passive, express or implied contract or warranty, contribution or indemnification, but the indemnification obligation shall not apply to Claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction of the Security System or for a Claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees.
- 11.2 Envera agrees to and shall indemnify, defend and hold harmless Client from and against Claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction of the Security System or for a Claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees, but not for any claims relating to the entry into the Community by any third party, or arising out of or relating to any alleged failure to provide Services. Client hereby waives its right to recovery against Envera for any loss covered by insurance on the Premises or its contents to the extent permitted by any policy or by law.
- 12 **SCOPE OF AGREEMENT.** Client acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability, and third-party indemnification, inure to the benefit of and are applicable to Envera, Envera's direct and indirect parents, affiliates, subsidiaries, and to any subcontractors engaged by Envera to provide monitoring, maintenance, installation, or service of the systems provided herein. Client hereby waives, on its behalf, and any of its insurance carriers, any rights of subrogation any such carrier may otherwise have against Envera.

- 13 **NOTICES.** All notices hereunder must be in writing and served by registered or certified mail, postage prepaid, return receipt requested; by facsimile; or by electronic mail to the parties, as set forth in the "Notices" section on the first page hereof. Change of address may be designated by appropriate notice similarly given to the other party herein.
- 14 **LIVE GUARD SERVICES.** In the event that Client retains any third-party live guard service, Envera shall have no responsibility for the actions of such live guard and shall not be obligated to provide the live guard access to the Security System. Client's indemnification obligations set forth in paragraph 11 above shall expressly extend to and include any and all Claims relating to actions or omissions of any live guard.
- 15 **NO THIRD PARTY BENEFICIARY.** This Agreement is made solely and specifically between, and for the benefit of, the parties hereto, and their respective successors and assigns (subject to the express provisions hereof relating to successors and assigns) and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise. Client does hereby for itself and other parties claiming under it, release and discharge Envera from and against all claims arising from the hazards covered by Client's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against the company.
- 16 **MISCELLANEOUS.**
 - 16.1 In the event of any litigation or other legal proceeding hereunder, the prevailing party will be entitled to an award of his, her, or its direct, indirect, or incidental expenses incurred, including but not limited to, court costs and reasonable attorney's fees incurred throughout all negotiations, trials or appeals. Moreover, if Envera must take any action to collect any amounts owed hereunder it shall be entitled to its costs of collection, including attorney fees.
 - 16.2 This Agreement will be construed and enforced in accordance with Florida law.
 - 16.3 This instrument, including all attached Exhibits, contains the entire Agreement between the parties and no modification, release, or waiver of any provision hereof will be effective unless it is in writing and signed by the parties.
 - 16.4 If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.
 - 16.5 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Facsimile or other electronic transmission and electronic signatures are acceptable to bind the parties.
 - 16.6 The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party hereto. This Agreement shall not be construed against either party by virtue of a party of a party being deemed the Agreement's drafter.
 - 16.7 If there is any conflict between this Agreement and any other document between Envera and Client relating to the subject matter hereof, this Agreement will govern, unless such other document is dated subsequent to this Agreement and expressly states that it controls.
 - 16.8 Envera will at all times be deemed an independent contractor hereunder; all taxes, social security benefits, unemployment compensation taxes and related costs related to Envera's employees will solely be the responsibility and function of Envera.
 - 16.9 This Agreement is not assignable by the Client except upon the prior written consent of Envera, the granting of which consent shall be at the sole option of Envera. Envera shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Client.
 - 16.10 The Client agrees that Envera retains sole authority over the use of and access to the MyEnvera.com website, any database contained on that website, and any information that is uploaded to that website via any Envera mobile device application ("App"). The Client shall not restrict its residents' access to the MyEnvera.com website, or any Envera App, and shall not restrict a resident's ability to modify or update the information contained therein, including guest information. All information that is uploaded by the Client or any resident to the MyEnvera.com website, or by use of any Envera App (the "Database Information"), shall be the sole and exclusive property of Envera. Upon termination or expiration of this Agreement, Client shall not be entitled to view, copy or access the Database Information.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below, the last of which shall be the Agreement Date set forth on the first page hereof.

| | |
|------------------|--|
| CLIENT: | HIDDEN EYES, LLC d/b/a ENVERA SYSTEMS: |
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

EXHIBIT "A" - DESCRIPTION OF SECURITY SYSTEM AND INSTALLATION FEE

Equipment for South Gate installed under Agreement No. 2849.

Equipment for North Gate installed under Agreement No. 2853.

Total Installation Fee: \$0.00

50% Installation Fee Due prior to Install of Security System: \$0.00

40% Installation Fee Due within 5 days of Envera advising Client that installation of the Security System has begun: \$0.00

Remaining Balance of Installation Fee Due within 5 days of Envera advising Client that installation of Security System is complete

EXHIBIT "B" - SCHEDULE OF FEES

Community - Access Control

| QTY | MONTHLY SERVICE | EACH | MONTHLY INVESTMENT |
|--|---------------------|----------|--------------------|
| 1 | Database Management | \$250.00 | \$250.00 |
| Community - Access Control TOTAL: | | | \$250.00 |

South Amenity - Active & Passive Video Surveillance

| QTY | MONTHLY SERVICE | EACH | MONTHLY INVESTMENT |
|---|-----------------------------------|----------|--------------------|
| 4 | Actively Monitored Outdoor Camera | \$50.00 | \$200.00 |
| 7 | Passive Standard Camera | \$25.00 | \$175.00 |
| 1 | Service & Maintenance Plan | \$228.01 | \$228.01 |
| South Amenity - Active & Passive Video Surveillance TOTAL: | | | \$603.01 |

South Amenity - Access Control

| QTY | MONTHLY SERVICE | EACH | MONTHLY INVESTMENT |
|--|----------------------------|----------|--------------------|
| 1 | Service & Maintenance Plan | \$173.91 | \$173.91 |
| South Amenity - Access Control TOTAL: | | | \$173.91 |

North Amenity Active Video Monthly

| QTY | MONTHLY SERVICE | EACH | MONTHLY INVESTMENT |
|--|-----------------------------------|----------|--------------------|
| 3 | Actively Monitored Outdoor Camera | \$50.00 | \$150.00 |
| 1 | Service & Maintenance Plan | \$150.15 | \$150.15 |
| North Amenity Active Video Monthly TOTAL: | | | \$300.15 |

North Amenity - Access Control

| QTY | MONTHLY SERVICE | EACH | MONTHLY INVESTMENT |
|--|----------------------------|---------|--------------------|
| 1 | Service & Maintenance Plan | \$33.39 | \$33.39 |
| North Amenity - Access Control TOTAL: | | | \$33.39 |

REPAIR & MAINTENANCE SERVICES: Monthly Service & Maintenance Plan Rates for standard services described in paragraphs 1 and 5 of the Agreement:
ACCEPTED

Total Monthly Service Rates: \$1,360.46

7.00% Sales Tax: \$95.23

Total Monthly Service Rates with Sales Tax: \$1,455.69

2 Month Pre-Payment Deposit Due: \$2,911.38

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2023/2024 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 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 2023/2024 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2023/2024 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 15th day of May, 2023.

ATTEST:

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

| RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT | | |
|---|-----------------------------------|----------------|
| | | |
| BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE | | |
| | | |
| LOCATION | | |
| <i>Homewood Suites Sarasota Lakewood Ranch 305 N. Cattlemen Road, Sarasota, Florida 34235</i> | | |
| | | |
| DATE | POTENTIAL DISCUSSION/FOCUS | TIME |
| | | |
| October 16, 2023 | Regular Meeting | 1:30 PM |
| | | |
| November 20, 2023 | Regular Meeting | 1:30 PM |
| | | |
| December 18, 2023 | Regular Meeting | 1:30 PM |
| | | |
| January __, 2024* | Regular Meeting | 1:30 PM |
| | | |
| February 19, 2024 | Regular Meeting | 1:30 PM |
| | | |
| March 18, 2024 | Regular Meeting | 1:30 PM |
| | | |
| April 15, 2024 | Regular Meeting | 1:30 PM |
| | | |
| May 20, 2024 | Regular Meeting | 1:30 PM |
| | | |
| June 17, 2024 | Regular Meeting | 1:30 PM |
| | | |
| July 15, 2024 | Regular Meeting | 1:30 PM |
| | | |
| August 19, 2024 | Regular Meeting | 1:30 PM |
| | | |
| September 16, 2024 | Regular Meeting | 1:30 PM |
| | | |

***Exception**

January meeting date is _____ to accommodate the Martin Luther King holiday

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT CONFIRMING AUTHORIZATION TO PAY INVOICES FOR WORK PREVIOUSLY APPROVED; AUTHORIZING THE CHAIR OR VICE-CHAIR OF THE BOARD OF SUPERVISORS TO ENTER INTO CERTAIN ROUTINE OR TIME SENSITIVE AND EMERGENCY CONTRACTS AND DISBURSE FUNDS FOR PAYMENT OF CERTAIN EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR THE REPEAL OF PRIOR SPENDING AUTHORIZATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 190.011(5), Florida Statutes, authorizes the District to adopt resolutions which may be necessary for the conduct of District business;

WHEREAS, the Board of Supervisors of the District (the “**Board**”) typically meets monthly to conduct the business of the District, including approval of proposals, authorizing the entering into of agreements or contracts, and authorizing the payment of District operating and maintenance expenses;

WHEREAS, the Board contracted with the District Manager to timely pay the District’s vendors and perform other management functions;

WHEREAS, the Board desires to confirm that the District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board and such payments do not need to be approved by the Board prior to payment;

WHEREAS, the Board recognizes that certain routine and non-substantial expenses may arise from time to time that do not necessarily warrant waiting until the next regular meeting and the prior approval of such expenses will make the Board meetings more efficient;

WHEREAS, the Board recognizes that certain time sensitive or emergency issues may arise from time to time that require approval outside of regular meetings;

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board has determined that it is in the best interests of the District, and is necessary for the efficient administration of District operations; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities, to authorize limited spending authority to the District Chair (or Vice-Chair if the Chair is unavailable) of the Board, between regular meetings, for work and services that are time sensitive and/or emergency in nature.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. **Authorization to Pay Invoices for Work Previously Approved.** The District Manager is hereby authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board in accordance with such contracts and such payments do not need to be approved by the Board prior to payment nor do they need to be re-approved by the Board at a future meeting.
2. **Limited Spending Authorization for Time Sensitive and Emergency Situations.** The Board hereby authorizes the individuals stated below to exercise their judgment to enter into time sensitive and emergency contracts and disburse funds up to the amounts stated below, without prior Board approval for expenses: (1) that are required to provide for the health, safety, and welfare of the residents within the District, (2) for the maintenance, repair, or replacement of a District asset, or (3) to remedy an unforeseen disruption in services relating to the District's facilities or assets, and such disruption would result in significantly higher expenses unless the contract is entered into immediately. The District Chair (or Vice-Chair if the Chair is unavailable) may authorize such expenses up to \$100,000 during each fiscal year for District project(s) subject to the District's Manager's confirmation that the District has sufficient budgeted funds readily available in the District's general fund to pay for the project(s). The District Chair (or Vice-Chair if the Chair is unavailable) may not exceed the aggregate spending limit of \$100,000 in the fiscal year without the approval of the Board in advance.
3. **Ratification of Spending Authorization at Future Meeting.** Any payment made or contract entered into pursuant to Section 2 of this Resolution shall be submitted to the Board at the next scheduled meeting for ratification. The District Manager shall provide an update of any such expenses in their reports to the Board.
4. **Repeal of Prior Spending Authorizations.** All prior spending authorizations approved by resolution or motion of the Board are hereby repealed.
5. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Passed and adopted on May 15, 2023.

Attest:

**Rustic Oaks
Community Development District**

Name: _____
Secretary/Assistant Secretary

Garth Noble
Chair of the Board of Supervisors

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2023-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RUSTIC OAKSCOMMUNITY DEVELOPMENT DISTRICT EXTENDING THE TERMS OF OFFICE OF ALL CURRENT SUPERVISORS TO COINCIDE WITH THE GENERAL ELECTION PURSUANT TO SECTION 190.006, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; 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 current members of the Board of Supervisors (“**Board**”) were elected by the landowners within the District based on a one acre/one vote basis; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the Board to adopt a resolution extending or reducing the terms of office of Board members to coincide with the general election in November; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution extending the terms of office of all current Board members of the District.

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

SECTION 1. The following terms of office are hereby extended to coincide with the general election to be held in November of 2024:

Seat #2 (currently held by Jessica Reschke)
Seat #3 (currently held by Martha Schiffer)
Seat #4 (currently Vacant)

The following terms of office are hereby extended to coincide with the general election to be held in November of 2026:

Seat #1 (currently held by Garth Noble)
Seat #5 (currently held by John Kakridas)

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of May, 2023.

ATTEST:

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

11

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 15th day of May, 2023.

ATTEST:

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2023**

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2023**

| | General Fund | Debt Service Fund Series 2022 | Capital Projects Fund Series 2022 | Total Governmental Funds |
|---|------------------|--|--|--------------------------------|
| ASSETS | | | | |
| Cash | \$ 7,228 | \$ - | \$ - | \$ 7,228 |
| Investments | | | | |
| Revenue | - | 729,939 | - | 729,939 |
| Reserve | - | 480,143 | - | 480,143 |
| Construction | - | - | 11,160,132 | 11,160,132 |
| Due from Landowner | 17,396 | - | - | 17,396 |
| Due from other governments | 162 | - | - | 162 |
| Total assets | <u>\$ 24,786</u> | <u>\$1,210,082</u> | <u>\$11,160,132</u> | <u>\$ 12,395,000</u> |
| LIABILITIES AND FUND BALANCES | | | | |
| Liabilities: | | | | |
| Accounts payable | \$ 17,396 | \$ - | \$ - | \$ 17,396 |
| Retainage payable | - | - | 345,204 | 345,204 |
| Landowner advance | 7,228 | - | - | 7,228 |
| Total liabilities | <u>24,624</u> | <u>-</u> | <u>345,204</u> | <u>369,828</u> |
| DEFERRED INFLOWS OF RESOURCES | | | | |
| Deferred receipts | 17,396 | - | - | 17,396 |
| Total deferred inflows of resources | <u>17,396</u> | <u>-</u> | <u>-</u> | <u>17,396</u> |
| Fund balances: | | | | |
| Restricted for: | | | | |
| Debt service | - | 1,210,082 | - | 1,210,082 |
| Capital projects | - | - | 10,814,928 | 10,814,928 |
| Unassigned | (17,234) | - | - | (17,234) |
| Total fund balances | <u>(17,234)</u> | <u>1,210,082</u> | <u>10,814,928</u> | <u>12,007,776</u> |
| Total liabilities, deferred inflows of resources and fund balances | <u>\$ 24,786</u> | <u>\$1,210,082</u> | <u>\$11,160,132</u> | <u>\$ 12,395,000</u> |

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2023**

| | Current Month | Year to Date | Budget | % of Budget |
|--|------------------|-----------------|----------------|----------------|
| REVENUES | | | | |
| Landowner contribution | \$ 5,446 | \$ 33,144 | \$ 801,760 | 4% |
| Total revenues | <u>5,446</u> | <u>33,144</u> | <u>801,760</u> | 4% |
| EXPENDITURES | | | | |
| Professional & administrative | | | | |
| Management/accounting/recording | 4,000 | 24,000 | 48,000 | 50% |
| Legal | 3,365 | 5,938 | 25,000 | 24% |
| Engineering | - | - | 2,000 | 0% |
| Audit | 5,400 | 5,400 | 5,000 | 108% |
| Arbitrage rebate calculation* | - | - | 500 | 0% |
| Dissemination agent | 83 | 500 | 1,000 | 50% |
| Trustee* | 4,031 | 4,031 | 5,000 | 81% |
| DSF accounting | 458 | 2,750 | 5,500 | 50% |
| Telephone | 17 | 100 | 200 | 50% |
| Postage | - | 107 | 500 | 21% |
| Printing & binding | 42 | 250 | 500 | 50% |
| 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 | 705 | 100% |
| Website ADA compliance | - | - | 210 | 0% |
| Total professional & administrative | <u>17,396</u> | <u>49,331</u> | <u>102,040</u> | 48% |
| 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 MARCH 31, 2023**

| | 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 | 17,396 | 49,331 | 753,860 | 7% |
| | | | | |
| Excess/(deficiency) of revenues over/(under) expenditures | (11,950) | (16,187) | 47,900 | |
| | | | | |
| Fund balances - beginning | (5,284) | (1,047) | - | |
| Assigned | | | | |
| Repair & replacement | 47,900 | 47,900 | 47,900 | |
| Unassigned | (65,134) | (65,134) | - | |
| Fund balances - ending | \$ (17,234) | \$ (17,234) | \$ 95,800 | |

*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 MARCH 31, 2023**

| | Current Month | Year To Date |
|--|------------------|-----------------|
| REVENUES | | |
| Assessment levy: off-roll | \$ - | \$ 720,215 |
| Interest | 3,312 | 12,748 |
| Total revenues | 3,312 | 732,963 |
| EXPENDITURES | | |
| Debt service | | |
| Principal | - | - |
| Interest | - | 310,904 |
| Total expenditures | - | 310,904 |
| Excess/(deficiency) of revenues over/(under) expenditures | 3,312 | 422,059 |
| OTHER FINANCING SOURCES/(USES) | | |
| Transfers out | - | (5,543) |
| Total other financing sources | - | (5,543) |
| Net change in fund balances | 3,312 | 416,516 |
| Fund balances - beginning | 1,206,770 | 793,566 |
| Fund balances - ending | \$ 1,210,082 | \$ 1,210,082 |

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022 BONDS
FOR THE PERIOD ENDED MARCH 31, 2023**

| | Current Month | Year To Date |
|--|------------------|-----------------|
| REVENUES | | |
| Interest | \$ 35,769 | \$ 190,514 |
| Total revenues | 35,769 | 190,514 |
| EXPENDITURES | | |
| Capital outlay | - | 1,378,213 |
| Total expenditures | - | 1,378,213 |
| Excess/(deficiency) of revenues over/(under) expenditures | 35,769 | (1,187,699) |
| OTHER FINANCING SOURCES/(USES) | | |
| Transfer in | - | 5,543 |
| Total other financing sources/(uses) | - | 5,543 |
| Net change in fund balances | 35,769 | (1,182,156) |
| Fund balances - beginning | 10,779,159 | 11,997,084 |
| Fund balances - ending | \$ 10,814,928 | \$ 10,814,928 |

RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

39 **FOURTH ORDER OF BUSINESS** **Consider Appointment of Martha Schiffer**
40 **to Fill Unexpired Term of Seat 3**

41
42 Mr. Noble nominated Ms. Martha Schiffer to fill Seat 3.

43 No other nominations were made.

44

45 **On MOTION by Mr. Noble and seconded by Ms. Reschke, with all in favor, the**
46 **appointment of Ms. Martha Schiffer to Seat 3, was approved.**

47

48

49 **FIFTH ORDER OF BUSINESS** **Consider Appointment to Fill Unexpired**
50 **Term of Seat 4**

51

52 This item was deferred.

53

54 **SIXTH ORDER OF BUSINESS** **Administration of Oath of Office (*the***
55 ***following will be provided in a separate***
56 ***package*)**

57

58 The Oath of Office will be administered to Ms. Schiffer at or prior to a future meeting.

59 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

60 **B. Membership, Obligations and Responsibilities**

61 **C. Financial Disclosure Forms**

62 **I. Form 1: Statement of Financial Interests**

63 **II. Form 1X: Amendment for Form 1, Statement of Financial Interests**

64 **III. Form 1F: Final Statement of Financial Interests**

65 **D. Form 8B – Memorandum of Voting Conflict**

66 The above items were deferred to the next meeting.

67

68 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2023-01,**
69 **Designating Certain Officers of the District,**
70 **and Providing for an Effective Date**

71

72 Mr. Noble nominated the following slate of officers:

73 Chair Garth Noble

- 74 Vice Chair Martha Schiffer
- 75 Assistant Secretary Jessica Reschke
- 76 Assistant Secretary John Kakridas
- 77 Assistant Secretary Kristen Suit

78 No other nominations were made.

79 Prior appointments by the Board for Treasurer and Assistant Treasurer remain
80 unaffected by this Resolution.

81

82 **On MOTION by Mr. Kakridas and seconded by Ms. Reschke, with all in favor,**
 83 **Resolution 2023-01, Designating Certain Officers of the District, and**
 84 **nominated, and Providing for an Effective Date, was adopted.**

85
86

87 **EIGHTH ORDER OF BUSINESS**

**Discussion: On-Site Phase 1 Bill of Sale
from Developer to CDD**

88
89
90

Mr. Schrader reported the following regarding the On-Site Phase 1 Bill of Sale:

91 ➤ Based on discussions with District Counsel and others, it was decided that the Bill of Sale
92 will most likely occur at the end of the month, when construction is at the point where
93 everyone is comfortable with conveying it.

94 ➤ The purpose today is to authorize the Chair or Vice Chair to execute the Bill of Sale
95 conveying certain infrastructure to the CDD, subject to District Engineer and District Counsel
96 review and approval.

97

98 **On MOTION by Mr. Noble and seconded by Mr. Kakridas, with all in favor, the**
 99 **authorizing the Chair or Vice Chair to executed the Bill of Sale, outside of a**
 100 **Board meeting, subject to District Engineer and District Counsel review and**
 101 **approval, was approved.**

102
103

104 **NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-02,
Designating the Primary Administrative
Office and Principal Headquarters of the
District and Providing an Effective Date**

105
106
107
108

109 This item was deferred.

110

111 **TENTH ORDER OF BUSINESS** **Consideration of Maintenance Agreement**
112 **for Enhancements Within Public Right-of-**
113 **Way for Designated Responsible Entities**

114
115 Ms. Suit presented the Maintenance Agreement. Mr. Schrader stated that this
116 Agreement is on a form utilized by the County. The Agreement is related to landscape
117 enhancements and signage that will be constructed on Ranch Road.

118

119 **On MOTION by Mr. Noble and seconded by Ms. Reschke, with all in favor, the**
120 **Maintenance Agreement for Enhancements Within Public Right-of-Way for**
121 **Designated Responsible Entities, in substantial form, and authorizing the Chair**
122 **or Vice Chair to negotiated any changes the County might require and/or**
123 **request and to approve and execute the final Agreement, was approved.**

124

125

126 **ELEVENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
127 **Statements as of December 31, 2022**

128

129

130 **On MOTION by Mr. Noble and seconded by Mr. Kakridas, with all in favor, the**
131 **Unaudited Financial Statements as of December 31, 2022, were accepted.**

132

133

134 **TWELFTH ORDER OF BUSINESS** **Approval of September 19, 2022 Public**
135 **Hearing and Regular Meeting Minutes**

136

137

138 **On MOTION by Mr. Noble and seconded by Mr. Kakridas, with all in favor, the**
139 **September 19, 2022 Public Hearing and Regular Meeting Minutes, as**
140 **presented, were approved.**

141

142

143 **THIRTEENTH ORDER OF BUSINESS** **Staff Reports**

144

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

146 There was no report.

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

148 There was no report.

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

150 • NEXT MEETING DATE: March 20, 2023 at 1:30 P.M.

151 ○ QUORUM CHECK

152 The March 20, 2023 meeting will be cancelled.

153

154 **FOURTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

155

156 There were no Board Members' comments or requests.

157

158 **FIFTEENTH ORDER OF BUSINESS** **Public Comments**

159

160 There were no public comments.

161

162 **SIXTEENTH ORDER OF BUSINESS** **Adjournment**

163

164

165 **On MOTION by Mr. Noble and seconded by Mr. Kakridas, with all in favor, the**
166 **meeting adjourned at 1:43 p.m.**

167

168

169

170

171

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

172
173
174
175
176
177

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 CANCELED | 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 |

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