

RUSTIC OAKS

COMMUNITY DEVELOPMENT

DISTRICT

February 19, 2024

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Rustic Oaks Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

February 12, 2024

Board of Supervisors
Rustic Oaks Community Development District

Dear Board Members:

The Board of Supervisors of the Rustic Oaks Community Development District will hold a Regular Meeting on February 19, 2024 at 1:30 p.m., at the EVEN Hotels, 6231 Lake Osprey Drive, Sarasota, Florida 34240. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2024-03, Designating a Date, Time, and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date
4. Update: Required Ethics Training and Form 1 Disclosure Filing
5. Consideration of Kastro Lawn Maintenance and Landscaping LLC Agreement for Landscape and Irrigation Maintenance Services
6. Consideration of Resolution 2024-01, Designating the Primary Administrative Office and Providing an Effective Date
7. Consideration of Resolution 2024-02, Designating the Location of the Local District Records Office and Providing an Effective Date
8. Acceptance of Unaudited Financial Statements as December 31, 2023
9. Approval of November 20, 2023 Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Straley Robin Vericker*
 - B. District Engineer: *Clearview Land Design, P.L.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: March 18, 2024 at 1:30 PM

ATTENDEES:

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

○ 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	MEGAN GERMINO	<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

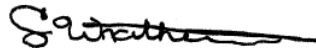
11. Board Members' Comments/Requests

12. Public Comments

13. Adjournment

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

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 943 865 3730

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Rustic Oaks Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Venice, Sarasota County, Florida; and

WHEREAS, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the effective date of Ordinance No. 2021-20 creating the District (the "Ordinance") July 13, 2021; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board of Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

SECTION 1. In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the 5th day of November, 2024 at __:___ .m., at the EVEN Hotels, 6231 Lake Osprey Drive, Sarasota, Florida 34240.

SECTION 2. The District's Secretary is hereby directed to publish notice of this landowners meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

SECTION 3. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced by the Board at its February 19, 2024 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the at the office of the District Manager, Wrathell, Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 19TH DAY OF FEBRUARY, 2024.

ATTEST:

**RUSTIC OAKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Rustic Oaks Community Development District (the "District") in Sarasota County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 5, 2024
TIME: ____:____.m.
PLACE: EVEN Hotels
6231 Lake Osprey Drive
Sarasota, Florida 34240

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

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

District Manager

Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 5, 2024**

TIME: __:___.m.

LOCATION: **EVEN Hotels
6231 Lake Osprey Drive
Sarasota, Florida 34240**

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT
CITY OF VENICE, SARASOTA COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Rustic Oaks Community Development District to be held at __:__.m., on November 5, 2024, at the EVEN Hotels, 6231 Lake Osprey Drive, Sarasota, Florida 34240, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the proxy holder’s exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

**RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT
CITY OF VENICE, SARASOTA COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2024**

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Rustic Oaks Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
2		
3		
4		

Date: _____

Signed: _____

Printed Name: _____

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

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MEMORANDUM

To: Board of Supervisors
From: District Counsel
Date: January 1, 2024
Subject: Ethics Training Requirements

Beginning January 1, 2024, all Board Supervisors of Florida Community Development Districts will be required to complete four (4) hours of Ethics training each year. The four (4) hours must be allocated to the following categories: two (2) hours of Ethics Law, one (1) hour of Sunshine Law, and one (1) hour of Public Records law.

This training may be completed online, and the four (4) hours do not have to be completed all at once. The Florida Commission on Ethics (“COE”) has compiled a list of resources for this training. An overview of the resources are described below, and links to the resources are included in this memo.

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the Ethics training requirements. At this time, there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

Free Training Options

The Florida Commission on Ethics’ (“COE”) website has several free online resources and links to resources that Supervisors can access to complete the training requirements. Navigate to that page here: [Florida Commission on Ethics Training](https://ethics.state.fl.us/Training/Training.aspx).¹ Please note that the COE only provides free training for the two (2) hour Ethics portion of the annual training. However, the COE does provide links to free outside resources to complete the Sunshine and Public Records portion of the training. These links are included in this memorandum below for your ease of reference.

¹ <https://ethics.state.fl.us/Training/Training.aspx>

Free Ethics Law Training

The COE provides several videos for Ethics training, none of which are exactly two (2) hours in length. Please ensure you complete 120 minutes of Ethics training when choosing a combination of the below.

State Ethics Laws for Constitutional Officers & Elected Municipal Officers (100 minutes)

Click here: [Kinetic Ethics](#)

Business and Employment Conflicts and Post-Public-Service (56 minutes) Restriction

Click here: [Business and Employment Conflicts](#)

Gifts (50 minutes)

Click here: [Ethics Laws Governing Acceptance of Gifts](#)

Voting Conflicts - Local Officers (58 minutes)¹

Click here: [Voting Vertigo](#)

Free Sunshine/Public Records Law Training

The Office of the Attorney General provides a two (2) hour online training course (audio only) that meets the requirements of the Sunshine Law and Public Records Law portion of Supervisors' annual training.

Click here to access: [Public Meeting and Public Records Law](#)

Other Training Options

4- Hour Course

Some courses will provide a certificate upon completion (not required), like the one found from the Florida State University, Florida Institute of Government, linked here: [4-Hour Ethics Course](#). This course meets all the ethics training requirements for the year, including Sunshine Law and Public Records training. This course is currently \$79.00

CLE Course

The COE's website includes a link to the Florida Bar's Continuing Legal Education online tutorial which also meets all the Ethics training requirements. However, this is a CLE course designed more specifically for attorneys. The 5 hours 18 minutes' long course exceeds the 4-hour requirement and its cost is significantly higher than the 4-Hour Ethics course provided by the Florida State University. The course is currently \$325.00. To access this course, click here: [Sunshine Law, Public Records and Ethics for Public Officers and Public Employees](#).

If you have any questions, please do not hesitate to contact me.

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

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**Kastro Lawn
Maintenance and
Landscaping**
Licence and Insured

Service Contract

Date: 02/01/2024

**Property Name
Rustic Oaks CDD**

**Attention: Garth Noble
Phone: 813-310-6597
Email: garth.noble@meritagehomes.com**

Sales Representative

Eddy Zuniga

Business Developer

Cell: 941-243-2910

Email: edmuniga@gmail.com

Rustic Oaks CDD

We are very pleased you have chosen Kastro Lawn Maintenance and Landscaping and given us the opportunity to present you with a copy of our contract agreement for landscape management and services at your property.

We are confident that this agreement contains all the necessary services and conditions to exceed your expectations. Please take some time to review it. If by chance we missed something, please let us know as soon as possible in order to make the appropriate adjustments. If you have any questions or concerns regarding the agreement, please do not hesitate to contact your Business Development Professional.

We realize our industry is highly competitive and you have a number of choices when it comes to landscape services. Kastro Lawn Maintenance and Landscaping is aware you have many options when it comes to a landscape service provider which is why we continually strive to improve the look and feel of your property. In addition to the value of services we provide to you, we also intend to deliver unsurpassed customer service and communication. We believe this is what sets us apart from our competitors.

We look forward to working with you and are confident that we will successfully exceed your expectations. We appreciate the opportunity to earn your business and want to assure you we will strive to maintain the trust you have placed in Kastro.

Please don't hesitate to call any of us personally if we can assist you in any way.

Respectfully,

Kastro Lawn Maintenance and

Landscaping Management Team

Service Proposal Pricing

We are committed to fulfilling the specific landscape needs of **Rustic Oaks CDD**, while providing the service you expect at a price point that fits your budget. Kastro Lawn Maintenance and Landscaping LLC will provide the following competitive pricing per specifications as noted in **Rustic Oaks CDD** specifications as provided.

SERVICE DESCRIPTION	MONTHLY	YEARLY
<u>Base Management</u>		
<ul style="list-style-type: none"> • Mowing, Weeding, Edging • Monthly irrigation inspection on system • Blowing Debris, Bed Weed Control • Shrubs and Ground-cover Pruning 		
<u>Turf and Ornamental Program</u>		
<ul style="list-style-type: none"> • Turf Fertilization, Turf Insect Control, Turf Weed Control • Shrub and Ground cover Fertilization • Shrub and Ground cover Insect Control 		
TOTAL BASE SERVICE.....	\$10,000.00	\$120,000.00

General Contract Terms

A. The term of this contract:

From start date Feb 01, 2024 To end date: Feb 01, 2025

- B. Client agrees to pay Contractor the total price of all seasonal services as compensation for the complete performance of the terms and conditions of this contract.
- C. Client shall be invoiced on the first (1st) of each month of service and the payment shall be due the last day of that month.
- D. Both parties reserve the right to cancel this agreement at any time with thirty (30) days written notice.

Section A: Scope of Services

The following represents Kastro Lawn Maintenance and Landscaping standard scope of services provided. Kastro will provide forty-two (45) visits per year with detail services provided when full scale mowing is not required. Additional services can be negotiated and will be detailed in the service package.

Mowing:

- All lawns will be mowed at least once each week while in the growing season, typically April- September. All lawns will be mowed every other week during the dormant season, typically October - March.
- Lake banks and retention ponds will be mowed to the water's edge.
- Mowing height will depend upon the type of turf and the season. Typically, the height will range from 2" to 4".
- Retention areas, and other areas too wet for proper mowing, will be mowed when the ground is firm enough to allow normal mowing procedures,
- Use of rotary mower with blades sharpened prior to each visit and properly balanced on a monthly basis shall be used on each property.

Edging:

- All lawn areas adjacent to paved surfaces or structural edges such as sidewalks, walkways, driveways, parking lots, curbing, headers, retaining walls, and utility foundations will be edged with a "blade edger" in order to maintain clean, crisp, and consistent edge lines.
- Bed edges will be kept clean and well defined around color beds, shrub beds, open beds, and tree trunks, so as to prevent encroachment from lawn and other adjacent materials.
- Edging of walks and curbs, will be performed every time the turf is mowed.
- Clip or chemically treat around the bases of walls and fences and around posts, lights, trees, utility installations and valves, as required to keep a neat and clean appearance.

Weeding:

- Weeding of plant beds will be performed as necessary to control weed population and maintain healthy plants with a neat appearance.
- Ground cover beds infested with weeds will be chemically treated.
- Weed control in plant beds, open beds, ground between plants, joints in walks, decks, curbs, and drives, will be performed using appropriate manual (hand pulling), and or chemical (herbicide) control methods. When it is necessary and practical to use chemical control, pre- and post- emergent herbicides will be applied with care so as not to injure adjacent desirable plants.

Clean Up:

- All debris generated during the performance of this contract will be blown from sidewalks and curbs. This will encompass complete removal of weeds at curbs and pavement lines.
- All lawn areas will be cleared of litter and debris before mowing, so as not to shred and scatter foreign matter.
- All bed areas will be cleared of litter and debris to maintain a neat, clean appearance.

Pruning/Trimming/Shearing:

- Selective pruning will be performed on all ornamental plants and trees in order to maintain the natural habit of the plant/tree and to ensure health and vigor.
- Trim all trees per best management practices up to a height of twelve (12') feet and no single branches larger than 2" diameter.
- All properties that have Palm trees under 12' will be trimmed once a year, palms over 12' can also be trimmed if additional services are agreed to.
- Shrubs and hedges will be sheared and pruned in a consistent manner to maintain optimum shape and size as growth habit dictates according to the individual potential for each type of plant variety.
- Plant pruning, trimming, and shearing will be accomplished under the supervision of an experienced specialist to assure the function is being performed in accordance with recommended horticultural practices, which allow for further budding, blooming, and proper growth habit.
- Pruning of plants, which overhang curbs, sidewalks, passageways, patios, balconies, fences, air conditioning units, and parking areas will be addressed when necessary.
- All trimmings and clippings will be collected and removed from the property.

Note: The intent is to maintain a consistent lateral line height of the canopy at 10 to 12 feet depending upon the specific requirement of the tree with respect to its location.

Fertilization:

- St. Augustine turf will be fertilized four (4) times per year using a fertilizer formulated to meet specific turf and seasonal requirements, or as needed based upon seasonal conditions.
- All applications will be performed using a complete fertilizer blend.
- Contractor will provide all materials for fertilization.
- All fertilizations will follow the Florida Best Management Practice guidelines.
- Certain municipalities' fertilizer black out ordinances will apply. Adjustments to this program can be made.

Weed Control:

- Turf weed control will require spot treatment in all grasses.
- Weeds germinating in paved areas, covered by these specifications, will be chemically controlled.

Turf Program for St. Augustine:

Early spring (Mar/Apr):

- Application of fertilizer and minor elements specifically blended for early spring, plus weed control, or as needed based upon seasonal conditions.

Early summer (May/Jun):

- Summer blend of fertilizer and minor elements, plus insect control. Certain municipalities' fertilizer black out ordinances will apply. Adjustments to this program can be made.

Late summer (Jul/Aug):

- A seasonal blend of fertilizer and minor elements plus insect control.

Fall (Sep/Oct):

- A fall blend of fertilizer and minor elements for summer stress recovery plus weed control.

Disease and Fungal control:

- Any outbreaks of turf disease or fungal activity can be evaluated and proposed on a case by case basis. Treatments can be wide ranging and a proposal can be generated for treatment based on actual site visit at additional cost.

Contractor will provide a spraying program to minimize infestation of weeds and insects in all plant bed areas:

- Plant material will be fertilized two (2) times per year.
- Weed control will require spot treatment in all beds.
- Fire Ant control treatment will be provided upon approval of separate proposal additional cost.
- Insect control is limited to shrub and turf damaging insects only. Insect control does not cover pests such as termites, fleas, rats, carpenter ants, etc.
- There are exclusions with imported pest that do not currently have effective treatment options.
- Contractor will provide all materials for fertilization and insecticide.

Early spring (Mar/Apr):

- Application of heavy fertilizer plus insecticide.

Fall (Sep/Oct):

- Fertilizer plus insecticide.

Irrigation Management:

Contractor will repair or replace properly installed and functioning sprinkler heads and ancillary devices damaged during the grounds maintenance operations.

- Sprinkler system repairs not resulting from maintenance operations will be performed on a time and materials basis. Such operations may include: Replacing damaged or missing heads, broken pipes, adding or moving heads in under watered areas, time clock repair, replacing or rebuilding valves, locating and splicing cut wires, and etc... all work requires prior written approval. A pre-approval authorization form will be sent.
- Once per month the sprinkler system will be thoroughly inspected to ensure proper operation and a written report will be submitted following each inspection.
- Time clocks and valves will be checked for proper operation and or malfunctions. Time clocks and various zones will be properly coordinated to provide adequate water to maintain all areas in a thriving with each season of the year. The clocks will be timed so that water generates throughout the root zone frequently as necessary to allow an adequate supply of oxygen to the root system to encourage proper growth.
- All irrigation clocks will be set to operate according to local watering restrictions.
- The system will be run monthly to check for coverage and even distribution rates, during non- business hours in an effort to prevent water deposits on vehicles in the parking areas. A written report will be submitted monthly on all findings.

Section B: Additional Services

Work performed under this category, and not included in the contract scope of work, will be performed and charged using a time and material basis. Estimates for proposed work will be discussed with the client for approval before any work will begin.

Part 1: Additional Options

Annuals/Seasonal Color:

- If included in this contract, the replacement of existing annuals shall be done four (4) times per year. Annuals that are included as a part of this contract will be of standard variety; premium annuals are available at an additional charge. Annuals in addition to, or not included in this contract, will be provided upon Client approval.

Mulch:

- If included in this contract, all mulched areas shall be replenished once annually. Material consists of cypress, pine bark, recycled, etc. Blowing and clean-up are included.

Palm Pruning:

- If included in this contract, palms in excess of twelve (12) feet, on average, will be trimmed once annually to ensure a proper and appealing appearance.

Part 2: Additional Services:

Other Available Services: Examples of additional services available but not included are as follows: Preventative fire ant control, turf fungicide applications & various tree injections

- Preventative fire ant control, fungicide applications, or various tree injection treatments.
- Landscape additions and renovations
- Landscape Lighting
- Plant replacement not attributed to Contractor negligence
- Turf/Sod replacement
- Repairs & modifications to irrigation system
- Trimming of palms and trees in excess of twelve (12) feet in height.

SECTION C: GENERAL TERMS AND CONDITIONS

Part 1: Contractor's Responsibility

The Contractor shall recognize and perform in accordance with written terms, written specifications and designs, contained or referred herein. The Contractor reserves the right to renegotiate or amend the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the contract is signed.

A. Workforce: The Contractor shall assign a trained workforce with experience in the services being provided. The workforce will be presentable and identifiable at all times. All employees shall be competent and qualified, and U.S. citizens or legally authorized to work in the United States.

B. Landscape Materials: All materials shall conform to bid specifications. The Contractor will meet and comply with all Agricultural licensing and reporting requirements.

C. Licenses and Permits: The Contractor will maintain a Landscape Contractor's license, as required by state or local law, and will comply with all other license and permit requirements of the county, state and federal governments, as well as all other requirements of law.

D. Taxes: The Contractor agrees to pay taxes applicable for its work under this contract, including sales tax on material supplied where applicable.

E. Insurances: The Contractor agrees to maintain General Liability Insurance Automotive Liability Insurance, Workers' Compensation Insurance, and any other insurance at the Contractor's discretion or required by law. In addition, the Contractor will require the same of any sub-contractors and will provide proof of such upon Client request. The Contractor is also responsible for obtaining any licenses and/or permits required by law for activities on the Client's property.

F. Liability: It is understood and agreed that the Contractor is not liable for any damage of any kind that is not caused by the negligence of the Contractor, its agents or employees, including but not limited to: death or decline of plant materials due to improper selection, placement, planting or maintenance before the time of this contract; damage due to improper irrigation components in existence at the time of contract execution; exposed cables/wires or sprinkler-components/lines normally found below the surface of the lawn; flooding, storm or wind damage; disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative components provided it reported these to the Client, or irrigation restrictions imposed by Water Management District or civil authorities; damage caused by any item hidden in the landscape and not clearly guarded or marked; and damage due to vandalism. The Contractor is liable for any damage due to operation of equipment in performing the contract; complying with all laws pertaining to protected plant species such as the mangrove; damage to plant material due to improper horticulture practices; improper installation of irrigation system replacement components; and injury to non-target organisms in application of pesticides.

G. Subcontracts: The Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialize equipment.

H. Invoicing: The Contractor will submit monthly service invoices for the amount set forth under the prices and terms included in this contract. Any services rendered, that are in addition to or beyond the scope of work required by this contract shall be separately billed.

Part 2: Client's Responsibility

A. Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

B. Job site Access: The Client shall allow access to all parts of the job site where the Contractor is to perform work required by this contract or other related functions, during normal business hours and at other reasonable times, and in the case of after-hours emergencies.

C. Payment: For the convenience of the Client only, the monthly charge under this contract may be an average of the total charge for all work to be performed under the contract divided by the number of calendar months included in the payment period of the contract. The Client shall review invoices submitted by the Contractor and payment shall be due within thirty (30) days following the date of the invoice and considered delinquent if not paid by that date. For work outside of the normal monthly contacted work, The Client shall review invoices submitted by the Contractor and payment shall be due upon completion of the work and receipt of invoice and considered delinquent if not paid accordingly .If payment has not been received within forty-five (45) days, the Contractor reserves the right to suspend services by giving written notice for nonpayment. Should services be suspended, monthly fees will not be prorated and services will resume once past-due payments are received.

D. Defects: The Client shall give the Contractor at least thirty (30) days to correct any problem or defect discovered in the performance of the work required under this contract. The Contractor may provide a deduction or offset at its discretion if defects are not correctable to the satisfaction of the Client.

Part 3: Other Terms

The Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this contract. Neither the Client nor the Contractor, their partners, successors, assignees and legal representative shall assign, transfer or terminate any interest in this contract without the written consent of the other.

Part 4: Renewal and Termination

This contract shall automatically renew for the same term as that set forth in Section A of the General Contract Terms above unless notice is given by Client to Contractor in writing of Client's intent to terminate this contract at least thirty (30) days prior to the termination of the current term. Additionally, this contract may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. This contract may be terminated by the Contractor for nonpayment by the Client, upon written notice as stated above. In the event this contract is terminated early by either party, the Contractor shall be entitled to recover those unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of termination. Upon expiration of the stated contract period, and notwithstanding the automatic renewal of this contract, Contractor reserves the right to charge current market value for any additional services or product(s) provided following the expiration of the current term of this contract.

Part 5: Legal

A. Controlling Law: The laws of Florida shall govern the validity, interpretation, construction, and performance of this contract. Each party hereby expressly consents to the personal jurisdiction, venue and convenience of, and the parties agree that any dispute arising here-under will be heard in, the state and federal courts for the County of Hillsborough, Florida for any lawsuit arising from or related to this contract agreement. All references herein to the singular shall include the plural.

B. Legal Counsel: Each party has had (or has been advised to seek) independent legal counsel of their selection in the negotiation of this contract. Each party fully understands the facts and has been informed about their legal rights and obligations, including but not limited to the obligations of Florida Statutes regarding restrictive covenants and liquidated damages. Each party is signing this contract freely and voluntarily intending to be bound by it. Each party hereby knowingly, voluntarily and intentionally waives any right either may have to a trial by jury with respect to any litigation related to or arising out of, under or in conjunction with this contract or Contractor's employment with Kastro Lawn Maintenance and Landscaping.

C. Attorney's Fees: In the event a dispute arises between the parties hereto and suit is instituted, the prevailing party in such litigation shall be entitled to recover reasonable attorney fees and other costs and expenses from the non-prevailing party, whether incurred at the trial level or in any appellate proceeding. If the Contractor seeks counsel for nonpayment issues and an agreement is reached before a suit/trial those attorney fees can also be recovered.

Kastro Lawn Maintenance and Landscaping

Client Name

Estimate authorized by: _____

Estimate approved by: _____

Eddy Zuniga

Signature Date: _____

Signature Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2024

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

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

PRODUCER FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater FL 33756		CONTACT NAME: PHONE (A/C, No, Ext): (727)412-7765 FAX (A/C, No): (727)608-1526 E-MAIL ADDRESS: FCIA@FrankCrum.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Clear Blue Insurance Company Inc NAIC #: 28860	
INSURED Kastro Lawn Maintenance LLC 15802 Cassia Lake Place Wimauma FL 33598		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 23/24

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BGFL0027762500	04/20/2023	04/20/2024	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			BXFL0027762500	06/12/2023	04/20/2024	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE							\$	
	DED						RETENTION \$	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N	<input type="checkbox"/> N / A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

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

Landscape Gardening and Lawn Maintenance
 Automatic Additional Insured for ongoing operations is included in regards to the General Liability coverage per the attached form #CG 20 10 07 04.
 Automatic Additional Insured for completed operations is included in regards to the General Liability coverage per the attached form #CG 20 37 07 04.
 Automatic Primary and Non-Contributory provision is included in regards to the General Liability coverage per the attached form #FCG-1001 05-18.
 Automatic Waiver is included in regards to the General Liability coverage per the attached form #FCG-1001 05-18.
 Excess Liability includes the following policy as underlying: General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Rustic Oaks CDD C/o Wrathell, Hunt and Associates P.O. Box 810036 Boca Raton FL 33481	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location And Description Of Completed Operations

All persons and organizations qualified
under the terms of FCG 1001

All per Written Contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CLEAR BLUE INSURANCE COMPANY

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS AUTOMATIC WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU AUTOMATIC WAIVER OF SUBROGATION PROVISION

Automatic Additional Insured Status - 20 10 Additional Insured Form

It is hereby understood and agreed that "**Section II - Who is an Insured**" is amended to provide automatic coverage as an Additional Insured in conformance with the terms and conditions of the CG 20 10 07 04 endorsement, a copy of which is attached hereto and incorporated by reference. Automatic coverage as Additional Insured provided by this paragraph is only provided if you and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured under your policy and only if such contract or agreement is executed by each party prior to the start of your work for such person or organization.

Automatic Additional Insured Status - 20 37 Additional Insured Form

It is hereby understood and agreed that "**Section II - Who is an Insured**" is amended to provide automatic coverage as an Additional Insured in conformance with the terms and conditions of the CG 20 37 07 04 endorsement, a copy of which is attached hereto and incorporated by reference. Automatic coverage as Additional Insured provided by this paragraph is only provided if you and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured under your policy and only if such contract or agreement is executed by each party prior to the start of your work for such person or organization.

Primary and Noncontributory Provision

Insurance afforded to the Additional insured hereunder will be Primary Insurance and Noncontributory, but only for such claims. "suits" and/or damages which arise out of the work performed by the Named insured.

Automatic Waiver of subrogation Provision

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against those persons or organizations who are added as Additional Insureds under this policy because of payments we make for injury or damage arising out of your ongoing operations or "your work" performed under a written contract with them. This waiver shall not apply to claims, "suits" and/or damages arising in whole or in part out of the acts, omissions, and/or negligence of those added as Additional Insureds by this endorsement.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

All persons and organizations qualified
under the terms of FCG 1001

All per written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2024-01

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE 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*.

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

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2024-02

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE 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*, being situated within Sarasota County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*; and

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

SECTION 1. The District’s local records office shall be located at: _____

_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

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
DECEMBER 31, 2023**

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

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
ASSETS				
Cash	\$ 227,692	\$ -	\$ -	\$ 227,692
Investments				
Revenue	-	303,111	-	303,111
Reserve	-	480,143	-	480,143
Construction	-	-	10,475,456	10,475,456
Assessments receivable - off-roll	34,412	-	-	34,412
Due from Landowner	5,311	-	-	5,311
Due from general fund	-	2,869	-	2,869
Due from other governments	-	188,547	-	188,547
Total assets	<u>\$ 267,415</u>	<u>\$ 974,670</u>	<u>\$10,475,456</u>	<u>\$ 11,717,541</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 4,600	\$ -	\$ -	\$ 4,600
Contracts payable	-	-	155	155
Retainage payable	-	-	463,494	463,494
Due to debt service fund	2,869	-	-	2,869
Landowner advance	7,228	-	-	7,228
Total liabilities	<u>14,697</u>	<u>-</u>	<u>463,649</u>	<u>478,346</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	39,723	188,547	-	228,270
Total deferred inflows of resources	<u>39,723</u>	<u>188,547</u>	<u>-</u>	<u>228,270</u>
Fund balances:				
Restricted for:				
Debt service	-	786,123	-	786,123
Capital projects	-	-	10,011,807	10,011,807
Unassigned	212,995	-	-	212,995
Total fund balances	<u>212,995</u>	<u>786,123</u>	<u>10,011,807</u>	<u>11,010,925</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 267,415</u>	<u>\$ 974,670</u>	<u>\$10,475,456</u>	<u>\$ 11,717,541</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 233,391	\$ 526,970	44%
Assessment levy: off-roll	-	-	68,825	0%
Landowner contribution	-	-	232,433	0%
Total revenues	<u>-</u>	<u>233,391</u>	<u>828,228</u>	<u>28%</u>
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	12,000	48,000	25%
Legal	-	938	25,000	4%
Engineering	-	-	15,000	0%
Audit	-	-	5,000	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	250	1,000	25%
Trustee	-	-	5,000	0%
DSF accounting	458	1,374	5,500	25%
Telephone	17	50	200	25%
Postage	-	46	500	9%
Printing & binding	42	125	500	25%
Legal advertising	-	-	1,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,590	5,500	102%
Contingencies/bank charges	-	3,000	750	400%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,600</u>	<u>24,253</u>	<u>115,040</u>	<u>21%</u>
Field operations				
Administrative				
Property management	-	-	41,760	0%
O&M accounting	-	-	5,000	0%
Insurance	-	-	30,000	0%
Operating				
Landscape maintenance	-	-	175,000	0%
Landscape replacement/extras	-	-	20,000	0%
Irrigation repair	-	-	5,000	0%
Pong mainteance	-	-	15,000	0%
Monitoring agreement	-	-	5,000	0%
Lights, signs & fences	-	-	5,000	0%
Pressure washing	-	-	25,000	0%
Streets & sidewalks	-	-	2,500	0%
misc. repairs & replacement	-	-	15,000	0%
Access control: monitoring	-	-	40,000	0%
Access control: interent	-	-	2,000	0%
Access control: maintenance	-	-	5,000	0%
Holiday lights	-	-	5,000	0%

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

	Current Month	Year to Date	Budget	% of Budget
Utilities				
Electricity	-	-	25,000	0%
Electricity: well	-	-	15,000	0%
Streetlights	-	1,413	50,000	3%
Amenities: South				
Pool maintenance	-	-	8,000	0%
Amenity center R&M	-	-	3,500	0%
Janitorial	-	-	20,000	0%
Access control/monitoring	-	-	20,000	0%
Gym equipment lease	-	-	40,000	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	-	-	20,000	0%
Potable water	-	-	1,500	0%
Telephone: pool/clubhouse	-	-	1,200	0%
Electricity: amenity	-	-	3,500	0%
Internet	-	-	2,000	0%
Total field operations	-	1,413	648,820	0%
Other fees & charges				
Tax collector	-	3,501	16,468	21%
Total other fees & charges	-	3,501	16,468	21%
Total expenditures	4,600	29,167	780,328	4%
Excess/(deficiency) of revenues over/(under) expenditures	(4,600)	204,224	47,900	
Fund balances - beginning	217,595	8,771	-	
Assigned				
Repair & replacement	47,900	47,900	47,900	
Unassigned	165,095	165,095	-	
Fund balances - ending	<u>\$ 212,995</u>	<u>\$ 212,995</u>	<u>\$ 47,900</u>	

*These items will be realized when bonds are issued

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

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

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 266,590	\$ 602,004	44%
Assessment levy: off-roll	-	-	377,095	0%
Interest	2,131	8,927	-	N/A
Total revenues	<u>2,131</u>	<u>275,517</u>	<u>979,099</u>	28%
EXPENDITURES				
Debt service				
Principal	-	-	350,000	0%
Interest	-	306,059	612,118	50%
Total debt service	<u>-</u>	<u>306,059</u>	<u>962,118</u>	32%
Other fees & charges				
Tax collector	-	3,999	18,813	21%
Total other fees and charges	<u>-</u>	<u>3,999</u>	<u>18,813</u>	21%
Total expenditures	<u>-</u>	<u>310,058</u>	<u>980,931</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	2,131	(34,541)	(1,832)	
Fund balances - beginning	783,992	820,664	799,249	
Fund balances - ending	<u>\$ 786,123</u>	<u>\$ 786,123</u>	<u>\$ 797,417</u>	

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

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 42,682	\$ 130,138
Total revenues	<u>42,682</u>	<u>130,138</u>
EXPENDITURES	-	-
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	42,682	130,138
Fund balances - beginning	<u>9,969,125</u>	<u>9,881,669</u>
Fund balances - ending	<u><u>\$ 10,011,807</u></u>	<u><u>\$ 10,011,807</u></u>

RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Rustic Oaks Community Development District held a Regular Meeting on November 20, 2023 at 1:30 p.m., at the EVEN Hotels, 6231 Lake Osprey Drive, Sarasota, Florida 34240.

Present at the meeting were:

Garth Noble	Chair
John Kakridas	Assistant Secretary
Jessica Reschke	Assistant Secretary

Also present:

Kristen Suit	District Manager
Mark Straley (via telephone)	District Counsel
Jordan Schrader (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 1:37 p.m.
Supervisors Noble, Reschke and Kakridas were present. Supervisors Schiffer and Germino were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of City of Venice Interlocal Agreement

Mr. Straley presented the Interlocal Agreement with the City of Venice and accompanying exhibits.

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On MOTION by Mr. Noble and seconded by Ms. Reschke, with all in favor, the Interlocal Agreement with the City of Venice, in substantial form, and authorizing the Chair to execute the final form subject to there being no material changes as determined and verified by District Counsel, was approved.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-01, Designating the Primary Administrative Office of the District and Providing an Effective Date

This item was deferred.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-02, Designating the Location of the Local District Records Office and Providing an Effective Date

This item was deferred.

SIXTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of September 30, 2023

On MOTION by Mr. Noble and seconded by Mr. Kakridas, with all in favor, the Unaudited Financial Statements as of September 30, 2023, were accepted.

SEVENTH ORDER OF BUSINESS

Approval of July 17, 2023 Public Hearings and Regular Meeting Minutes

On MOTION by Mr. Noble and seconded by Ms. Reschke, with all in favor, the July 17, 2023 Public Hearings and Regular Meeting Minutes, as presented, were approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Straley Robin Vericker

78 There was no report.

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

80 Mr. Schrader asked if they need Bills of Sale from the Developer to the CDD before the
81 South and North Phases I wastewater systems are conveyed to the City of Venice. The City of
82 Venice’s new Bill of Sale form will be provided to Mr. Straley for review.

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

- 84 • **NEXT MEETING DATE: December 18, 2023 at 1:30 PM**

- 85 ○ **QUORUM CHECK**

86 The next meeting will be on December 18, 2023, unless cancelled.

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88 **NINTH ORDER OF BUSINESS**

Board Members’ Comments/Requests

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90 There were no Board Members’ comments or requests.

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92 **TENTH ORDER OF BUSINESS**

Public Comments

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94 No members of the public spoke.

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96 **ELEVENTH ORDER OF BUSINESS**

Adjournment

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On MOTION by Mr. Noble and seconded by Mr. Kakridas, with all in favor, the meeting adjourned at 1:45 p.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

EVEN Hotels, 6231 Lake Osprey Drive, Sarasota, Florida 34240

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 20, 2023	Regular Meeting	1:30 PM
December 18, 2023 CANCELED	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