

# **RUSTIC OAKS**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**April 21, 2025**

**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**

April 14, 2025

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 April 21, 2025 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 2025-07, Approving a Proposed Operation and Maintenance Budget for Fiscal Year 2025/2026; Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting, and Publication Requirements; and Providing an Effective Date
4. Consideration of Resolution 2025-08, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
5. Consideration of Resolution 2025-09, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
6. Consideration of Resolution 2025-04, Designating the Location of the Local District Records Office and Providing an Effective Date
7. Ratification Items
  - A. Solitude Lake Management, LLC Agreements
    - I. Aquatic Services Agreement
    - II. Wetland Buffer Maintenance Services Agreement
  - B. Bills of Sale
    - I. Magnolia Bay South Phase 2 - Wastewater Collection System
    - II. Magnolia Bay South Phase 2 – Water Distribution System

**ATTENDEES:**

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

- C. Kastro Lawn Maintenance and Landscaping LLC, Landscape and Irrigation Maintenance Services Agreement
- D. Envera Services Agreement (Virtual Guard Services) \*

*\*Note: In accordance with Section 119.071(3)(a) and 286.0113(1), Florida Statutes, a portion of the meeting may be closed to the public, as it relates to details of the District's security system plan. The closed session may occur at any time during the meeting and is expected to last approximately thirty (30) minutes but may end earlier and extend longer. This item is not in the agenda package as it is exempt from disclosure under Florida's public records laws.*

- 8. Acceptance of Unaudited Financial Statements as of February 28, 2025
- 9. Approval of February 4, 2025 Special 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: May 19, 2025 at 1:30 PM

○ QUORUM CHECK

SEAT 1	AIMEE GREENWOOD	<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	AMBER SWEENEY	<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 (410) 207-1802.

Sincerely,



Kristen Suit  
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**

**3**

**RESOLUTION 2025-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2025/2026; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Rustic Oaks Community Development District ("**District**") prior to June 15, 2025 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Proposed Budget**"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and 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, including any modifications made by the Board, 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.** The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: \_\_\_\_\_

HOUR: 1:30 p.m.

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

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to City of Venice 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 Proposed Budget on the District's website at least 2 days before the budget hearing date 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 by Florida law.

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

**PASSED AND ADOPTED THIS 21<sup>ST</sup> DAY OF APRIL, 2025.**

ATTEST:

**RUSTIC OAKS COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A: Proposed Budget for Fiscal Year 2025/2026**

## **Exhibit A: Proposed Budget for Fiscal Year 2025/2026**

**RUSTIC OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2026**

**RUSTIC OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 2
Committed Fund Balance	3
Definitions of General Fund Expenditures	4 - 5
Debt Service Fund Budget - Series 2022	6
Amortization Schedule - Series 2022	7 - 8
Assessment Summary	9

**RUSTIC OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 538,223				\$ 538,223
Allowable discounts (4%)	(21,529)				(21,529)
Assessment levy: on-roll - net	516,694	\$ 528,818	-	528,818	516,694
Assessment levy: off-roll	64,790	48,593	16,197	64,790	65,711
Landowner contribution	246,743	-	246,743	246,743	245,822
Total revenues	828,227	577,411	262,940	840,351	828,227
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisors	-	1,292	-	1,292	2,400
Management/accounting/recording**	48,000	20,000	28,000	48,000	48,000
Legal	25,000	5,427	19,573	25,000	25,000
Engineering	15,000	-	15,000	15,000	15,000
Audit	5,000	-	5,000	5,000	5,000
Arbitrage rebate calculation*	500	-	500	500	500
Dissemination agent*	1,000	417	583	1,000	1,000
EMMA software service	2,000	2,000	-	2,000	2,000
Trustee*	5,000	-	5,000	5,000	5,000
DSF accounting	5,500	2,292	3,208	5,500	5,500
Telephone	200	33	167	200	200
Postage	500	206	294	500	500
Printing & binding	500	208	292	500	500
Legal advertising	1,500	1,158	342	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	6,200	5,814	386	6,200	6,200
Contingencies: bank charges/mtg room	4,000	5	3,995	4,000	4,000
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Tax collector	16,147	7,913	8,234	16,147	16,147
Total professional & administrative	137,137	47,645	90,784	138,429	139,537
<b>Field operations</b>					
<b>Administrative</b>					
Property management	41,760	17,400	24,360	41,760	41,760
O&M accounting	5,000	2,083	2,917	5,000	5,000
Insurance	30,000	-	30,000	30,000	30,000
<b>Operating</b>					
Landscape maintenance	162,000	-	162,000	162,000	162,000
Landscape replacement/extras	25,000	-	25,000	25,000	25,000
Irrigation repair	6,770	-	6,770	6,770	12,000
Pond maintenance	25,000	-	25,000	25,000	25,000
Monitoring agreement	21,600	-	21,600	21,600	10,800
Lights, signs & fences	5,000	-	5,000	5,000	-
Pressure washing	25,000	-	25,000	25,000	25,000
Streets & sidewalks	2,500	-	2,500	2,500	-
misc. repairs & replacement	15,000	-	15,000	15,000	33,010
Access control gates: monitoring	40,000	-	40,000	40,000	43,140
Access control gates: internet	2,000	-	2,000	2,000	2,000
Access control gates: maintenance	5,000	-	5,000	5,000	5,000
Holiday lights	5,000	-	5,000	5,000	5,000

**RUSTIC OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	
<b>Utilities</b>			-	-	
Electricity	25,000	-	25,000	25,000	25,000
Electricity: well	15,000	-	15,000	15,000	15,000
Streetlights	25,000	6,388	18,612	25,000	25,000
<b>Amenities: South</b>			-	-	
Pool maintenance	10,000	-	10,000	10,000	11,700
Amenity center R&M	3,500	-	3,500	3,500	3,500
Janitorial	20,000	-	20,000	20,000	28,860
Access control/monitoring	20,000	-	20,000	20,000	18,000
Gym equipment lease	30,000	7,135	22,865	30,000	18,000
Gym equipment repair	2,500	-	2,500	2,500	2,500
Potable water	1,500	-	1,500	1,500	1,500
Telephone: pool/clubhouse	1,200	-	1,200	1,200	1,200
Electricity: amenity	5,000	-	5,000	5,000	5,000
Internet	2,000	446	1,554	2,000	2,000
Alarm monitoring	5,160	-	5,160	5,160	5,160
<b>Amenity: North</b>			-	-	
Pool maintenance	15,000	-	15,000	15,000	11,700
Amenity center R&M	2,500	-	2,500	2,500	2,500
Janitorial	15,000	-	15,000	15,000	13,260
Access control/monitoring	20,000	-	20,000	20,000	18,000
Potable water	1,500	-	1,500	1,500	1,500
Telephone: pool/clubhouse	1,200	-	1,200	1,200	1,200
Electricity: amenity	3,500	-	3,500	3,500	3,500
Internet	2,000	-	2,000	2,000	2,000
Total field operations	643,190	33,452	609,738	643,190	640,790
Total expenditures	780,327	81,097	700,522	781,619	780,327
Excess/(deficiency) of revenues over/(under) expenditures	47,900	496,314	(437,582)	58,732	47,900
Fund balance - beginning (unaudited)	47,900	475,282	971,596	475,282	534,014
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Repair & replacement***	47,900	-	47,900	47,900	47,900
Unassigned	47,900	971,596	486,114	486,114	534,014
Fund balance - ending	\$ 95,800	\$ 971,596	\$ 534,014	\$ 534,014	\$ 581,914

\* 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 2025**

COMPONENT	Est. Useful Life (in years)	Unit of Measure	Unit Cost	Quantity	TOTAL COST	Est. remaining useful life (in years)	Est. replacemen t cost	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
						<b>TOTALS</b>	<b>\$ 876,500</b>	<b>\$ 876,500</b>	<b>\$ 47,900</b>

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

**EXPENDITURES**

**Professional & administrative**

Supervisors	\$ 2,400
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed	
Management/accounting/recording**	48,000
<b>Wrathell, Hunt and Associates, LLC</b> (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.	
Legal	25,000
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.	
Engineering	15,000
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.	
Audit	5,000
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	1,000
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.	
EMMA software service	2,000
Trustee	5,000
Annual fee for the service provided by trustee, paying agent and registrar.	
Trustee	5,500
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
<b>EXPENDITURES (continued)</b>	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,200
The District will obtain public officials and general liability insurance.	
Contingencies: bank charges/mtg room	4,000
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Tax collector	16,147

**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	162,000
Landscape replacement/extras	25,000
Irrigation repair	12,000
Pond maintenance	25,000
Monitoring agreement	10,800
Pressure washing	25,000
misc. repairs & replacement	33,010
Access control gates: monitoring	43,140
Access control gates: internet	2,000
Access control gates: maintenance	5,000
Holiday lights	5,000

**Utilities**

Electricity	25,000
Electricity: well	15,000
Streetlights	25,000

**Amenities: South**

Pool maintenance	11,700
Amenity center R&M	3,500
Janitorial	28,860
Access control/monitoring	18,000
Gym equipment lease	18,000
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	11,700
Amenity center R&M	2,500
Janitorial	13,260
Access control/monitoring	18,000
Potable water	1,500
Telephone: pool/clubhouse	1,200
Electricity: amenity	3,500
Internet	2,000

Total expenditures	<u><u>\$ 780,327</u></u>
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**RUSTIC OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2022  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 627,087				\$ 627,087
Allowable discounts (4%)	(25,083)				(25,083)
Net assessment levy - on-roll	602,004	\$ 616,058	-	616,058	602,004
Assessment levy: off-roll	377,095	282,821	94,274	377,095	377,095
Interest	-	14,769	-	14,769	-
Total revenues	979,099	913,648	94,274	1,007,922	979,099
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	360,000	-	360,000	360,000	370,000
Interest	602,143	301,071	301,072	602,143	591,883
Tax collector	18,813	9,218	9,595	18,813	18,813
Total expenditures	980,956	310,289	670,667	980,956	980,696
Excess/(deficiency) of revenues over/(under) expenditures	(1,857)	603,359	(576,393)	26,966	(1,597)
Fund balance:					
Beginning fund balance (unaudited)	837,260	908,246	1,511,605	908,246	935,212
Ending fund balance (projected)	<u>\$ 835,403</u>	<u>\$1,511,605</u>	<u>\$ 935,212</u>	<u>\$ 935,212</u>	<u>\$ 933,615</u>
Use of fund balance:					
Debt service reserve account balance (required)					(480,143)
Interest expense - November 1, 2026					(290,669)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 162,803</u>

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

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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	-
<b>Total</b>	<b>16,180,000.00</b>		<b>9,978,307.50</b>	<b>26,158,307.50</b>	

**RUSTIC OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

<b>On-Roll</b>					
Product Type	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
<b><u>South Parcel</u></b>					
40'x130'	100	\$ 1,254.60	\$ 1,290.30	\$ 2,544.90	\$ 2,544.90
50'x130'	144	1,254.60	1,612.88	2,867.48	2,867.48
	244				
<b><u>North Parcel</u></b>					
40'x130'	101	\$ 1,254.60	\$ 1,290.30	\$ 2,544.90	\$ 2,544.90
50'x130'	84	1,254.60	1,612.88	2,867.48	2,867.48
	185				
<b>Total</b>		<b>429</b>			

<b>Off-Roll</b>					
<u>South Parcel</u>					
Product Type	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
<b><u>South Parcel</u></b>					
40'x130'	38	\$ 246.11	\$ 1,199.98	\$ 1,446.09	\$ 1,442.64
50'x130'	118	246.11	1,499.98	1,746.09	1,742.64
	156				
<b><u>North Parcel</u></b>					
40'x130'	40	\$ 246.11	\$ 1,199.98	\$ 1,446.09	\$ 1,442.64
50'x130'	71	246.11	1,499.98	1,746.09	1,742.64
	111				
<b>Total</b>		<b>267</b>			

# **RUSTIC OAKS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**4**



**RESOLUTION 2025-08**

**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 2025/2026 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 2025/2026 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 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

**PASSED AND ADOPTED** this 21<sup>st</sup> day of April, 2025.

ATTEST:

**RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**EXHIBIT "A"**

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>EVEN Hotels, 6231 Lake Osprey Drive, Sarasota, Florida 34240</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2025	Regular Meeting	1:30 PM
November 17, 2025	Regular Meeting	1:30 PM
December 15, 2025	Regular Meeting	1:30 PM
January __, 2026*	Regular Meeting	1:30 PM
February __, 2026*	Regular Meeting	1:30 PM
March 16, 2026	Regular Meeting	1:30 PM
April 20, 2026	Regular Meeting	1:30 PM
May 18, 2026	Regular Meeting	1:30 PM
June 15, 2026	Regular Meeting	1:30 PM
July 20, 2026	Regular Meeting	1:30 PM
August 17, 2026	Regular Meeting	1:30 PM
September 21, 2026	Regular Meeting	1:30 PM

**\*Exceptions**

*The January meeting date is on the Martin Luther King Day holiday.*

*The February meeting date is on the Presidents' Day holiday.*

# **RUSTIC OAKS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2025-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

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

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

**WHEREAS**, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

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

**PASSED AND ADOPTED** this 21<sup>st</sup> day of April, 2025.

ATTEST:

**RUSTIC OAKS COMMUNITY DEVELOPMENT  
DISTRICT**

---

Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

**Exhibit A**

Statewide Mutual Aid Agreement



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT - 2023**

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

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

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

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

### **ARTICLE I: DEFINITIONS**

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

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

## ARTICLE III: INVOCATION OF THE AGREEMENT

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

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

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

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





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

## ARTICLE VI: RENDITION OF ASSISTANCE

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

## ARTICLE VII: REIMBURSEMENT

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

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

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

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

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





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

## ARTICLE IX: INSURANCE

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE X: GENERAL REQUIREMENTS

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

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

## ARTICLE XI: EFFECTS OF AGREEMENT

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

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

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

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

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





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

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

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

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

Clerk or Deputy Clerk

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

Chair

Date: \_\_\_\_\_

Approved as to Form:

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

County Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A CITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

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

City Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

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

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

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

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SCHOOL DISTRICT, STATE OF FLORIDA

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

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

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
STATE COLLEGE, COMMUNITY  
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERSITY,  
STATE OF FLORIDA

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

Clerk

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

Chairman

Date: \_\_\_\_\_

Approved as to Form:

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

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SPECIAL DISTRICT, STATE OF FLORIDA

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

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

Attorney for District





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
AUTHORITY,  
STATE OF FLORIDA

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

Clerk

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

Chairman

Date: \_\_\_\_\_

Approved as to Form:

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

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_ TRIBE OF FLORIDA

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

Council Clerk

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

Chairman

Date: \_\_\_\_\_

Approved as to Form:

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

Attorney for Council



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

## RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: **04/21/2025**

Approved as to Form:

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

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. \_\_\_\_\_

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

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

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

NOW, THEREFORE, be it resolved by \_\_\_\_\_

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

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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

\_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____

# **RUSTIC OAKS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**6**

**RESOLUTION 2025-04**

**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*.

**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 \_\_\_\_\_, 2025.

ATTEST:

**RUSTIC OAKS COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

**RUSTIC OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS AI**



# **Aquatic Services Agreement**

This Aquatic Services Agreement (the “**Agreement**”) is made and entered as of April 1, 2025, by and between the **Rustic Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”) and **Solitude Lake Management, LLC**, a Virginia limited liability company registered to do business in Florida (the “**Contractor**”).

## **Background Information:**

The District is responsible for the operation and maintenance of the stormwater ponds within the boundaries of the District. The District desires to retain an independent contractor to provide aquatic related services for the ponds. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

## **Operative Provisions:**

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.**
  - a. Contractor has examined and carefully studied the project site, and has the experience, expertise, and resources to perform all required work.
  - b. Contractor is licensed to apply herbicides, pesticides, and other chemicals necessary for the work to be performed pursuant to this Agreement.
  - c. All products used for treatment will be EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and be applied in a manner consistent with their labeling.
  - d. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests will meet or exceed all of the legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA.
  - e. Treatments will be performed in a manner that is consistent with NPDES compliance standards as applicable in Florida.
  - f. The Contractor shall be liable for the decline or death of any beneficial aquatic plants, turf, shrubs, or trees due to the negligence of the Contractor.
3. **Scope of Services.**
  - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Scope of Services attached hereto and incorporated herein as **Exhibit A** for the District’s stormwater ponds shown in blue on the map attached hereto and incorporated herein as **Exhibit B**.
  - b. The Contractor’s account manager will attend the District’s monthly meetings in person to provide updates to the Board and answer any questions regarding issues or concerns.
  - c. Contractor will provide a monthly service report detailing all of the work performed including, but not limited to, areas of concern, declining vegetation, and any water use restrictions or pertinent information after treatment.
4. **Manner of Performance and Care of the Property.**

- a. The work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best management practices in the industry.
- b. Contractor agrees to keep property clean and orderly during the course of the work and to remove all materials, debris, equipment, and machinery at the completion of each work day.
- c. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within 24 hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement.

**5. Compensation.**

- a. The District agrees to compensate the Contractor **\$2,057.00** per month.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District.
- c. The District shall pay the Contractor within 30 days of receipt of the invoice.
- d. Contractor requests that all payments be remitted to 1320 Brookwood Drive, Suite H, Little Rock AR 72202.

**6. Additional Services.** When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment or work order authorization.

**7. Term and Renewal.** The initial term of this Agreement shall be for 1-year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for the same term and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

**8. Termination.** Either party may terminate this Agreement without cause with 30 days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**9. Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

**10. Compliance with Governmental Regulation.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms,

wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

**11. Insurance.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

- a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- c. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
- d. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within 30 days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**12. Indemnification.** Contractor agrees to indemnify and hold the District and its officers, agents and employees harmless from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.

**13. Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**14. Responsibilities of the District.** The District shall inform Contractor of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. The District agrees to provide Contractor with copies of mitigation permits, site plans, and plant species relating to contracted work areas.

**15. Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

16. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
17. **Anti-Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.
18. **Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, OR BY EMAIL AT [INFO@RUSTICOAKSCDD.NET](mailto:INFO@RUSTICOAKSCDD.NET), OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**19. E-Verification.** Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
  - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

**20. Controlling Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.

**21. Enforcement of Agreement.** Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

**22. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

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

**24. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.

**25. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**26. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

**28. Notice.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally

recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

**To the District:**

c/o Wrathell, Hunt and Associates  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Attn: Kristen Suit  
[suitk@whhassociates.com](mailto:suitk@whhassociates.com)

**To Contractor:**

1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451  
Email: \_\_\_\_\_

**29. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year written above.

**Solitude Lake Management, LLC**

**Rustic Oaks  
Community Development District**

*Trina L. Duncan*

Name: Trina L. Duncan

Title: Business Manager

03/20/2025

*Martha Schiffer*

By: Martha Schiffer

Chair/Vice Chair of the Board of  
Supervisors

*Exhibit A. Scope of Services*

*Exhibit B. Maintenance Map*



### SCOPE OF SERVICES

**A SOLitude Aquatic Specialist will visit the site two (2) times per month with each pond being inspected and treated as necessary a minimum of once per month.**

#### Aquatic Weed Control:

1. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
2. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

#### Shoreline Weed Control:

1. Any growth of cattails, torpedograss, or other invasive/nuisance shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at the time of application.
2. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.
3. Vegetation is treated in place and left to decompose naturally. Does not include removal or disposal. Removal can be done at an additional cost.

#### Pond Algae Control:

1. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

#### Pond Dye:

1. **Pond Dye** may be applied to the pond(s) on an as-needed basis, and at the discretion of the technician. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

#### Trash Removal:

1. Light debris will be removed from the pond with each service and disposed of off-site. Debris will be picked up within 2 ft. offshore and 1 ft. depth of water. Any construction debris, large item, or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris



removal services are for the pond areas only and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this contract after each visit.
2. Solitude offers a **customer portal** that will house all service reports and invoices for future reference. Service requests may also be made through the portal. Customer will choose one user to set up a username and password which can be shared with multiple people who wish to access.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.





### **PRICING SCHEDULE**

Total Price: **\$24,684.00**

Invoice Amount: **\$2,057.00**

Invoice Frequency: **Monthly**



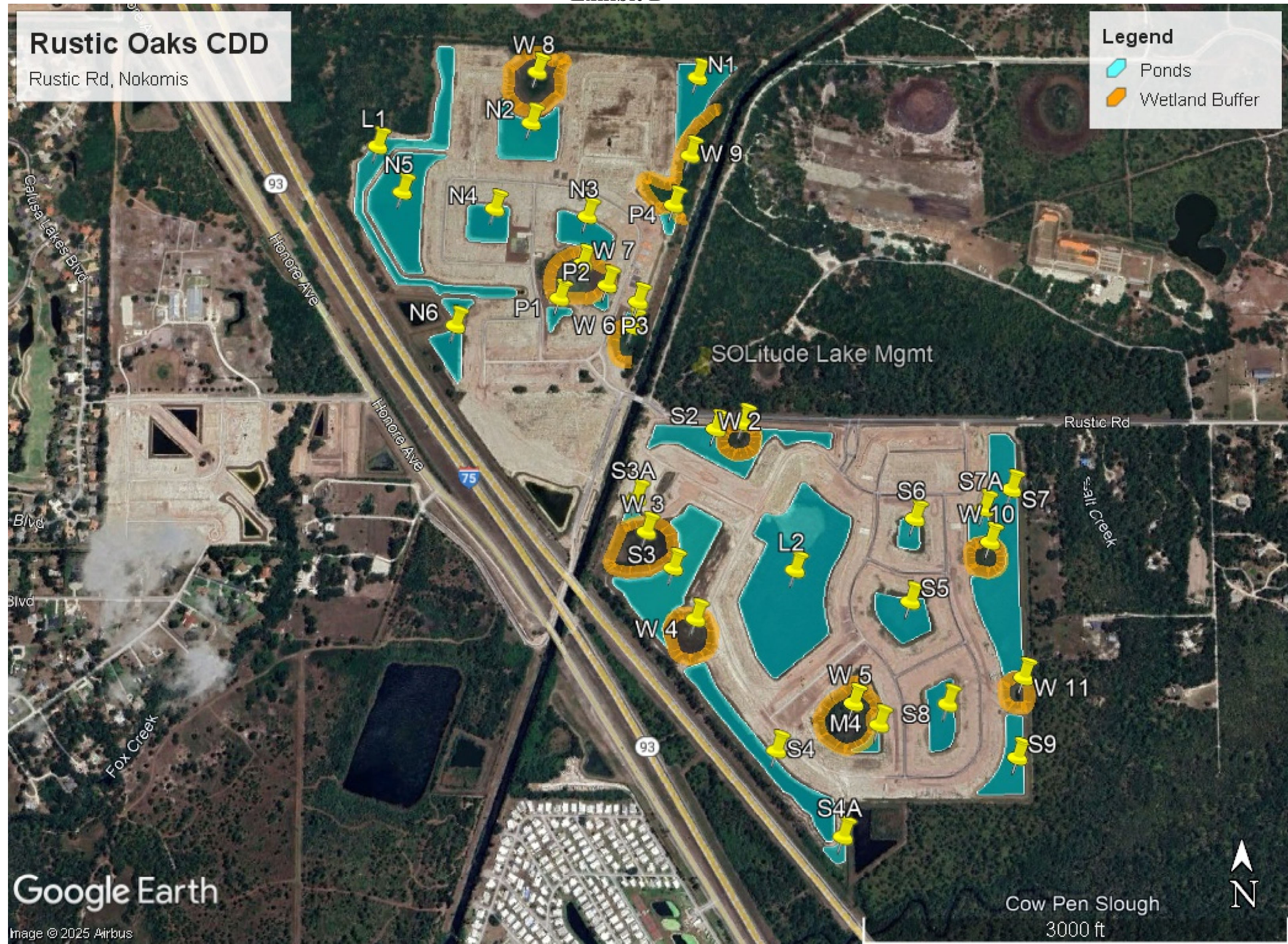
# Exhibit B

## Rustic Oaks CDD

Rustic Rd, Nokomis

### Legend

- Ponds
- Wetland Buffer



Google Earth

Image © 2025 Airbus



# **RUSTIC OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

# **ITEMS AII**

# **Wetland Buffer Maintenance Services Agreement**

This Wetland Buffer Maintenance Services Agreement (the “**Agreement**”) is made and entered as of April 1, 2025, by and between the **Rustic Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”) and **Solitude Lake Management, LLC**, a Virginia limited liability company registered to do business in Florida (the “**Contractor**”).

## **Background Information:**

The District is responsible for the operation and maintenance of the wetland buffers within the boundaries of the District. The District desires to retain an independent contractor to provide maintenance services for the wetland buffer areas. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

## **Operative Provisions:**

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.**
  - a. Contractor has examined and carefully studied the project site, and has the experience, expertise, and resources to perform all required work.
  - b. Contractor is licensed to apply herbicides, pesticides, and other chemicals necessary for the work to be performed pursuant to this Agreement.
  - c. All products used for treatment will be EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and be applied in a manner consistent with their labeling.
  - d. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests will meet or exceed all of the legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA.
  - e. Treatments will be performed in a manner that is consistent with NPDES compliance standards as applicable in Florida.
  - f. The Contractor shall be liable for the decline or death of any beneficial aquatic plants, turf, shrubs, or trees due to the negligence of the Contractor.
3. **Scope of Services.**
  - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services described in the Scope of Services attached hereto and incorporated herein as **Exhibit A** for the District’s wetland buffers shown in orange on the map attached and incorporated herein as **Exhibit B**.
  - b. The Contractor’s account manager will attend the District’s monthly meetings in person to provide updates to the Board and answer any questions regarding issues or concerns.
  - c. Contractor will provide a monthly service report detailing all of the work performed including, but not limited to, areas of concern, declining vegetation, and any water use restrictions or pertinent information after treatment.

**4. Manner of Performance and Care of the Property.**

- a. The work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best management practices in the industry.
- b. Contractor agrees to keep property clean and orderly during the course of the work and to remove all materials, debris, equipment, and machinery at the completion of each work day.
- c. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within 24 hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement.

**5. Compensation.**

- a. The District agrees to compensate the Contractor **\$1,800.00** on a bi-monthly basis.
- b. Contractor shall invoice the District monthly for services provided during the previous two months. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District.
- c. The District shall pay the Contractor within 30 days of receipt of the invoice.
- d. Contractor requests that all payments be remitted to 1320 Brookwood Drive, Suite H, Little Rock AR 72202.

**6. Additional Services.** When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment or work order authorization.

**7. Term and Renewal.** The initial term of this Agreement shall be for 1-year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for the same term and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

**8. Termination.** Either party may terminate this Agreement without cause with 30 days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**9. Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

**10. Compliance with Governmental Regulation.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action

of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

- 11. Insurance.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
- a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
  - c. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
  - d. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within 30 days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- 12. Indemnification.** Contractor agrees to indemnify and hold the District and its officers, agents and employees harmless from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.
- 13. Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 14. Responsibilities of the District.** The District shall inform Contractor of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. The District agrees to provide Contractor with copies of mitigation permits, site plans, and plant species relating to contracted work areas.

**15. Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**16. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**17. Anti-Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

**18. Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, OR BY EMAIL AT [INFO@RUSTICOAKSCDD.NET](mailto:INFO@RUSTICOAKSCDD.NET), OR**

**BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

19. **E-Verification.** Pursuant to Section 448.095(2), Florida Statutes,
- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
  - b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
    - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.
20. **Controlling Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.
21. **Enforcement of Agreement.** Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
22. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
23. **Amendment.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
24. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
25. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
26. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
27. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.



**28. Notice.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

**To the District:**

c/o Wrathell, Hunt and Associates  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Attn: Kristen Suit  
[suitk@whhassociates.com](mailto:suitk@whhassociates.com)

**To Contractor:**

1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451  
Email: \_\_\_\_\_

**29. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year written above.

**Solitude Lake Management, LLC**

**Rustic Oaks  
Community Development District**

Trina L. Duncan  
Name: Trina L. Duncan  
Title: Business Manager  
03/20/2025

Martha Schiffer  
By: Martha Schiffer  
Chair/Vice Chair of the Board of  
Supervisors

*Exhibit A. Scope of Services*  
*Exhibit B. Maintenance Map*



### SCOPE OF SERVICES

**A SOLitude Wetland Specialist crew will visit the site every other month. Each Wetland Buffer area will be rotated during each visit. Treatment would be performed in these areas approximately twice per year.**

#### Wetland Management: 30' Wetland Buffers

1. Vegetation will be selectively treated as required to limit the growth of invasive and nuisance vegetation and to maintain the beneficial aquatic and upland vegetation found within the buffer areas.
2. Kill in place all Category I and II Nuisance and Exotic Species within the wetland buffer areas.
3. Vegetation is left to decompose naturally. Does not include removal or disposal. Removal can be done at an additional cost.

#### Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this contract after each visit.
2. Solitude offers a **customer portal** that will house all service reports and invoices for future reference. Service requests may also be made through the portal. Customer will choose one user to set up a username and password which can be shared with multiple people who wish to access.

#### General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.



6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



**PRICING SCHEDULE**

Total Price: **\$10,800.00**

Invoice Amount: **\$1,800.00**

Invoice Frequency: **Bi-Monthly (every other month)**



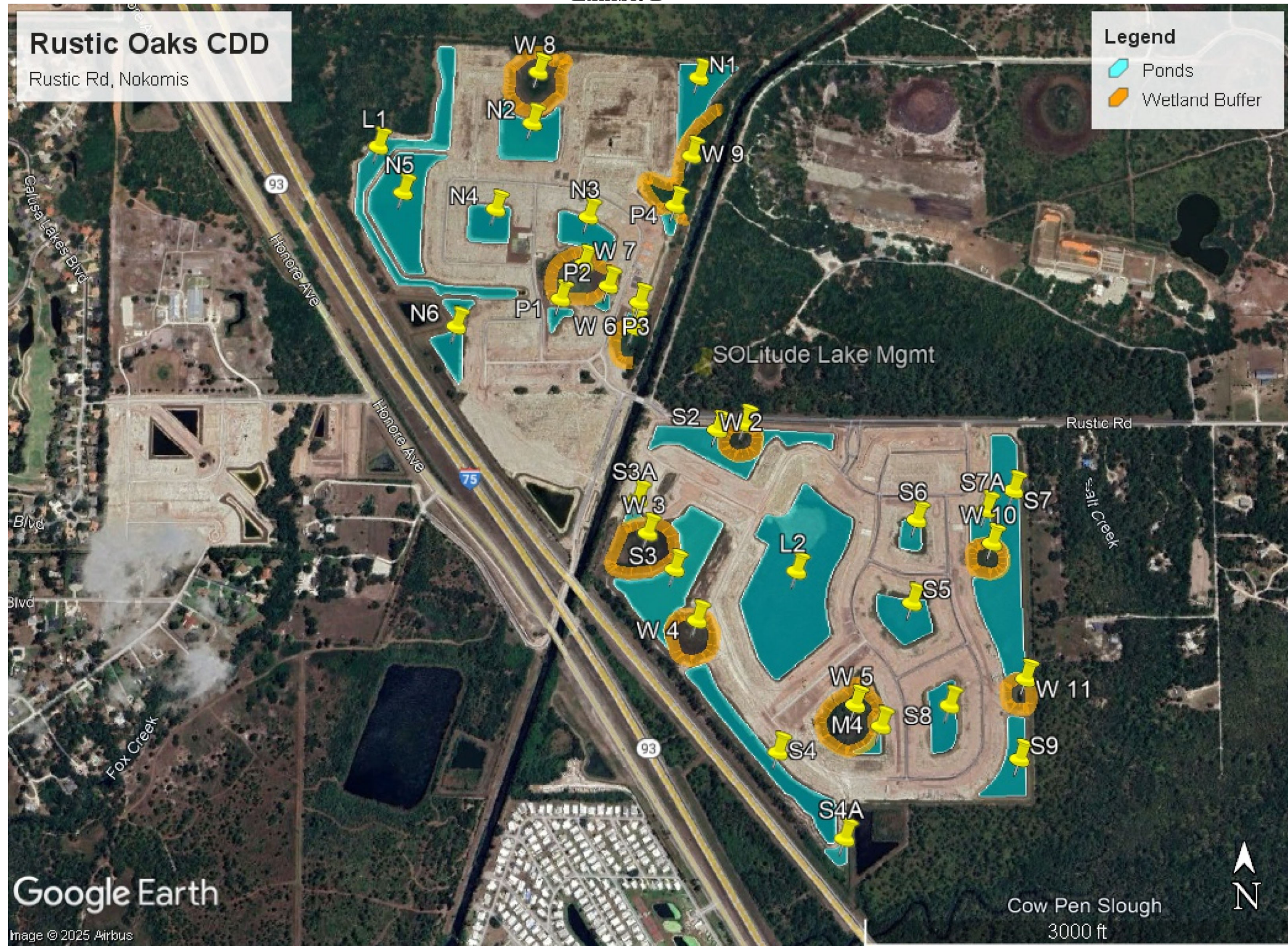
# Exhibit B

## Rustic Oaks CDD

Rustic Rd, Nokomis

### Legend

- Ponds
- Wetland Buffer



Google Earth

Image © 2025 Airbus



# **RUSTIC OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

# **ITEMS BI**

BILL OF SALE  
MAGNOLIA BAY SOUTH PHASE 2 – WASTEWATER COLLECTION SYSTEM

KNOW ALL MEN BY THESE PRESENTS, that RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT, ("Transferor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the CITY OF VENICE ("City"), the receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, transfer, and deliver unto the party of the second part, its successors and assigns, all those certain goods and chattels located in the County of Sarasota and the State of Florida, more particularly described as follows:

All pipelines, pipes, tees, ells, manholes, connections, cut-offs, valves, and all other equipment used for, useful for, and/or in connection with the wastewater collection system constructed and installed by Transferor in the subdivision or lands known and identified as follows:  
Magnolia Bay South Phase 2

And described in "Rustic Road South Phase 2 Wastewater Only As-Built" Plans which have been submitted to and accepted by the City with certified as-built quantities and costs attached hereto as Exhibit "A".

TOGETHER with every right, privilege, permit and easement of any kind and nature of Transferor, in and relating to and in connection with the aforesaid wastewater collection system.

TO HAVE AND TO HOLD the same unto the City, its successors and assigns, forever.

AND TRANSFEROR does for itself and its successors and assigns, covenant to and with the City, its successors and assigns, that Transferor is the lawful owner of the above described goods and chattels and that the said property is free and clear of all liens, encumbrances, and charges whatsoever; that it has good right and lawful authority to sell the same as aforesaid, and that it does warrant to defend the title and the sale of the said properties hereby made, unto the City, its successors and assigns, against the claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Transferor has caused this Bill of Sale to be executed this 1<sup>st</sup> day of April, 2025.

WITNESSES:

[Signature]  
Print Name: Mariya Khomutskaya  
[Signature]  
Print Name: Heather Gammie

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT

[Signature]  
Print Name: MARTHA SCHIFFER  
Its: CDD CRAIG

STATE OF FLORIDA  
COUNTY OF Sarasota

Subscribed before me this 1<sup>st</sup> day of April, 2025, by MARTHA SCHIFFER, by means of physical presence or online notarization who is personally known to me or who has produced as identification.

[Signature]  
Notary Public



# **RUSTIC OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

# **ITEMS BII**



BILL OF SALE  
MAGNOLIA BAY SOUTH PHASE 2 – WATER DISTRIBUTION SYSTEM

KNOW ALL MEN BY THESE PRESENTS, that RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT, ("Transferor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the CITY OF VENICE ("City"), the receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, transfer, and deliver unto the party of the second part, its successors and assigns, all those certain goods and chattels located in the County of Sarasota and the State of Florida, more particularly described as follows:

All pipelines, pipes, tees, ells, connections, cut-offs, fire hydrants, valves, and all other equipment used for, useful for, and/or in connection with, the water distribution system constructed and installed by Transferor in the subdivision or lands known and identified as follows:  
Magnolia Bay South Phase 2

And described in "Rustic Road South Phase 2 – Water Only As-Built" Plans which have been submitted to and accepted by the City with certified as-built quantities and costs attached hereto as Exhibit "A".

TOGETHER with every right, privilege, permit and easement of any kind and nature of Transferor, in and relating to and in connection with the aforesaid water distribution system.

TO HAVE AND TO HOLD the same unto the City, its successors and assigns, forever.

AND TRANSFEROR does for itself and its successors and assigns, covenant to and with the City, its successors and assigns, that Transferor is the lawful owner of the above described goods and chattels and that the said property is free and clear of all liens, encumbrances, and charges whatsoever; that it has good right and lawful authority to sell the same as aforesaid, and that it does warrant to defend the title and the sale of the said properties hereby made, unto the City, its successors and assigns, against the claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Transferor has caused this Bill of Sale to be executed this 15<sup>th</sup> day of April, 2025.

WITNESSES:

[Signature]  
Print Name: Maryna Khamuturskaya

[Signature]  
Print Name: Megan Gemini

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT

[Signature]  
Print Name: MARTHA SCHIFFER  
Its: COO CHAIR

STATE OF FLORIDA  
COUNTY OF Sarasota

Subscribed before me this 15<sup>th</sup> day of April, 2025, by MARTHA SCHIFFER, by means of physical presence or online notarization who is personally known to me or who has produced as identification.

Notary 

[Signature]  
Notary Public

# **RUSTIC OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

# **ITEMS C**

# Landscape and Irrigation Maintenance Services Agreement

This Landscape and Irrigation Maintenance Services Agreement (this “**Agreement**”) is entered into as of February 21, 2025 between the **Rustic Oaks Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes located in the City of Venice, Florida (the “**District**”) and **Kastro Lawn Maintenance and Landscaping LLC**, a Florida limited liability corporation (the “**Contractor**”).

## Background Information:

The District owns and/or maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide services to the District. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

## Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
  - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
  - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
  - c. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
3. **Description of Work.**
  - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in Contractor’s proposal, relevant portions of which are attached hereto as **Exhibit A**, in the areas highlighted in yellow on the maps attached hereto as **Exhibit B**.
  - b. The Contractor agrees that the District shall not be liable for the payment of any work or services (including irrigation repair work) unless the District, through an authorized representative of the District, has authorized the Contractor, in writing, to perform such work.
4. **Additional Work.** If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or work order authorization. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
5. **Emergency Services.** In the event of an emergency or disaster:

- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- b. Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- d. Disaster Recovery Assistance Services shall not exceed a total of 70 hours worked for each emergency/disaster.
- e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

## **6. Manner of Performance.**

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
- e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.
- h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or Work that may result in the damage and/or loss of plant material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.

- j. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

7. **Time of Commencement.** The work to be performed under this Agreement shall commence on the date of this Agreement. Contractor shall provide the District the requisite insurance referenced herein and prior to commencing any work.

8. **Term and Renewal.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

9. **Termination.**

- a. Contractor may terminate this Agreement with 90 days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail or email. The 90-day notice shall commence on the day of actual receipt of said written notice by the District.
- b. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail or email. The 30-day notice shall commence on the day of mailing of said notice to the Contractor.
- c. Upon termination of this Agreement, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- d. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

10. **District Representatives.**

- a. The District hereby designates the District Manager, Site Manager, and other representatives of the District Manager's office to act as the District's representatives. The District's representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.

11. **Compensation**

- a. As compensation for the Work (including any additional work described in **Exhibit A** authorized by the District) performed each month the District agrees to pay Contractor the following amounts:
  - i. For maintenance services under Section A of Contractor's Proposal: **\$11,500.00 a month to be paid upon satisfactory completion of the work and presentation of an invoice**, not to exceed \$138,000.00 annually.
  - ii. Additional Services under Section B of Contractor's Proposal may be performed for an additional fee upon written request by Contractor and approval by the District.
- b. Contractor shall invoice the District for services provided during the previous month. The

format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include:

- i. the District's name
  - ii. the Contractor's name
  - iii. the invoice date
  - iv. an invoice number
  - v. a reference to a proposal number if applicable
  - vi. the location (including the community if applicable)
  - vii. descriptive enough to allow reader to understand services performed
  - viii. an itemized listing of all costs billed on the invoice with a description of each service
  - ix. the time frame within which the services were provided
  - x. the address or bank information to which payment is to be remitted
- c. The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
  - d. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
  - e. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
  - f. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**12. Duties and Rights of Contractor.** Contractor's duties and rights are as follows:

- a. Responsibility for and Supervision of the Work: Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including

water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives any right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

- d. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. **Responsibility for Negligence of Employees and Subcontractors:** Contractor shall be fully responsible for all acts or omissions of its employees, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. **Safety Precautions and Programs:** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. **Environmental Activities.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

### **13. Indemnification.**

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.



- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

**14. Limitations on Governmental Liability.** Contractor agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

**15. Insurance.**

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
  - i. Workers' Compensation: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
  - ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
  - iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
  - iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
  - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.



- iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

**16. Subcontractors.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

**17. Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

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

**19. Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**20. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**21. Anti-Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

**22. E-Verification.** Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
  - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

**23. Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, OR BY EMAIL AT [INFO@RUSTICOAKSCDD.NET](mailto:INFO@RUSTICOAKSCDD.NET), OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

24. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
25. **Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.
26. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
27. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
28. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
29. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
30. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
31. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

32. **Notices.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

**To the District:**

c/o Wrathell, Hunt and Associates  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Attn: Kristen Suit  
[suitk@whhassociates.com](mailto:suitk@whhassociates.com)

**To Contractor:**

Kastro Lawn Maintenance and  
Landscaping LLC  
15802 Cassia Lake Place  
Wimauma, FL 33598  
[edmzuniga@gmail.com](mailto:edmzuniga@gmail.com)

33. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.


34. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

**IN WITNESS WHEREOF,** the parties hereto have signed and sealed this Agreement on the day and year first written above.

**Kastro Lawn Maintenance and  
Landscaping LLC**

**Rustic Oaks  
Community Development District**

By:   
Title: OWNER

  
By: Martha Schiffer  
Chair/Vice Chair of the Board of Supervisors

*Exhibit A: Relevant Portions of Contractor's Proposal*  
*Exhibit B: Maintenance Area Maps*



## **Service proposal**

**Date: 01/09/2025**

**Property Name**  
**Rustic Oaks CDD**

**C/O Wrathful, Hunt and Associates LLC**  
**PO Box 810036**  
**Boca Raton FL 33481**

**Sales Representative**

Eddy Zuniga

Business Developer

**Cell: 941-243-2910**

**Email: [edmuniga@gmail.com](mailto:edmuniga@gmail.com)**

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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.

<b>SERVICE DESCRIPTION</b>	<b>MONTHLY</b>	<b>YEARLY</b>
<u>Base Management</u>		
<ul style="list-style-type: none"><li>• Mowing, Weeding, Edging</li><li>• Monthly irrigation inspection on system</li><li>• Blowing Debris, Bed Weed Control</li><li>• Shrubs and Ground-cover Pruning</li></ul>		
<u>Turf and Ornamental Program</u>		
<ul style="list-style-type: none"><li>• Turf Fertilization, Turf Insect Control, Turf Weed Control</li><li>• Shrub and Ground cover Fertilization</li><li>• Shrub and Ground cover Insect Control</li></ul>		
<b>TOTAL BASE SERVICE.....</b>	<b>\$11,500.00</b>	<b>\$138,000.00</b>

## **General Contract Terms**

A. The term of this contract:

From start date Jan 01, 2025 To end date: Jan 01, 2026

- 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.

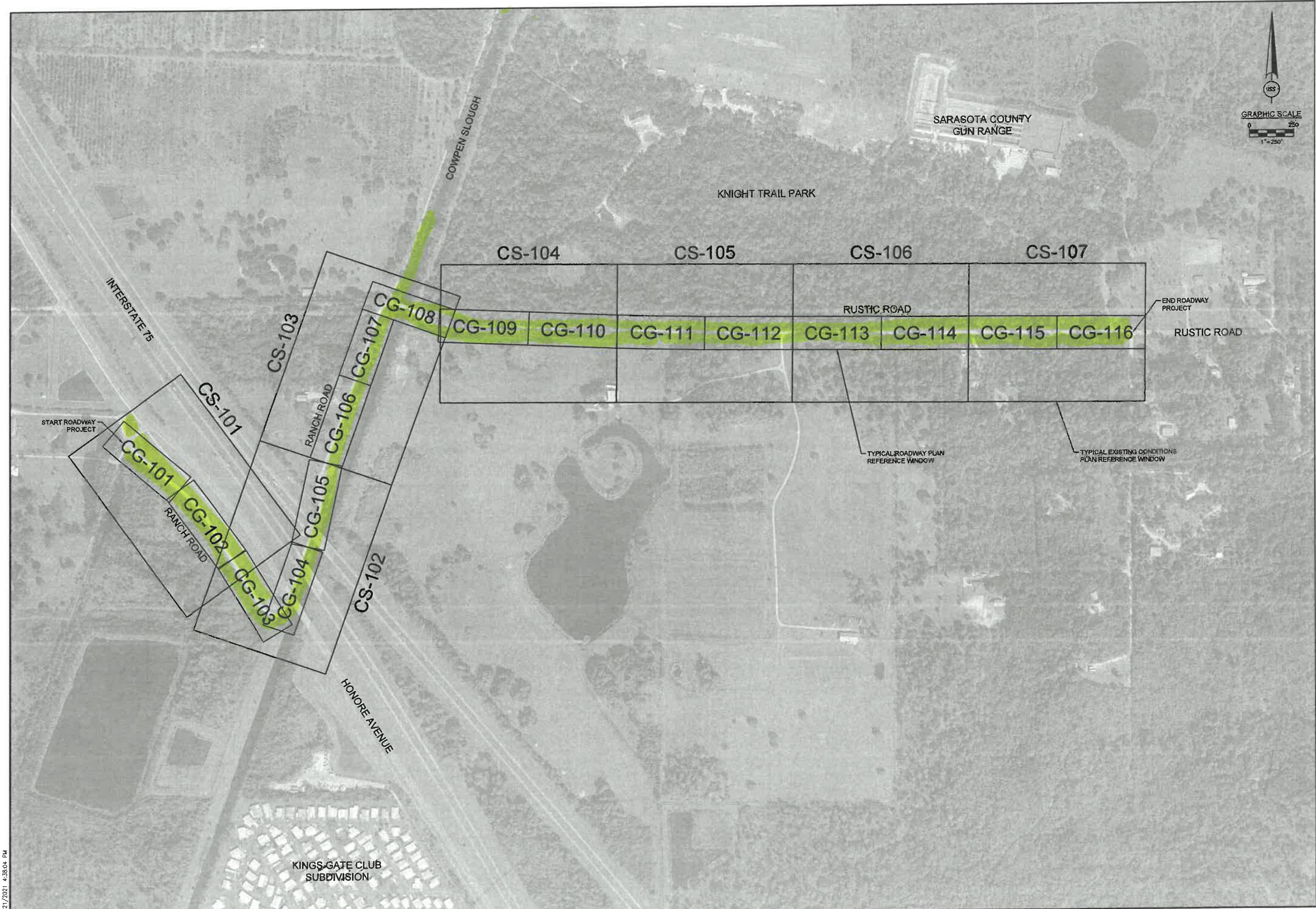
## **Part 2: Additional Services:**

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.



Exhibit B



THOMAS A. VILL, PROFESSIONAL ENGINEER, STATE OF FLORIDA, LICENSE NO. 71186, THIS ITEM HAS BEEN DIGITALLY SIGNED AND IS VALID. ANY COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND MUST BE VERIFIED ON ANY ELECTRONIC COPIES.	
NO.	DATE:
DESCRIPTION	
REVISIONS	

**INFRASTRUCTURE SOLUTION SERVICES**

7319 Merchant Court, Suite B  
Sarasota, FL 34240  
Phone: (941) 526-0813  
www.infrastructureSS.com

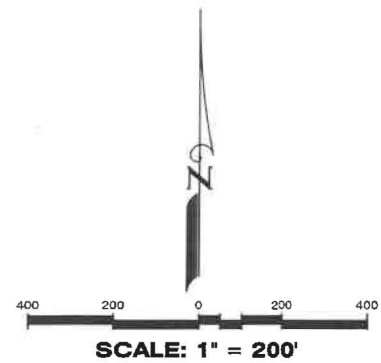
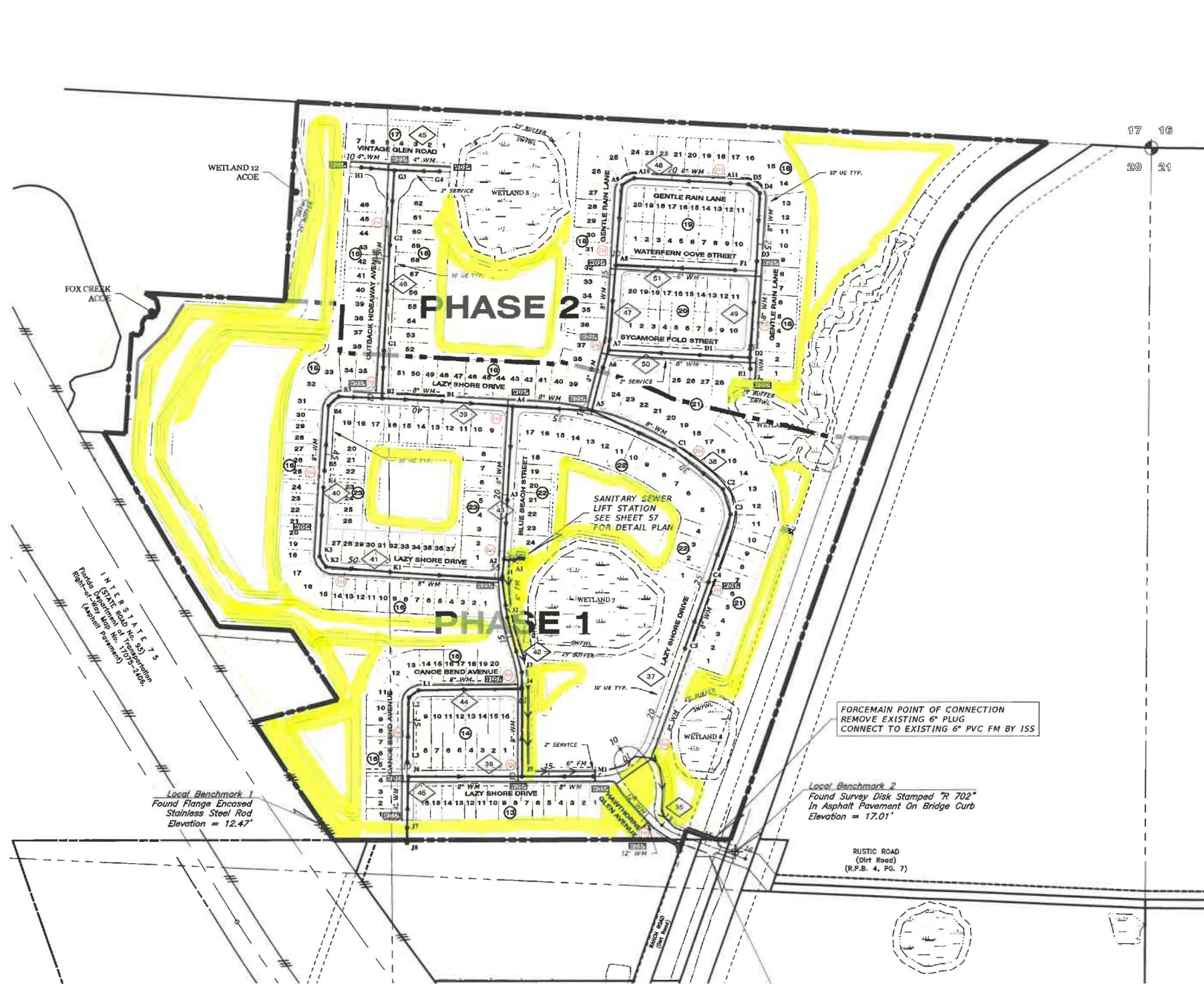
DRAWING TITLE:  
**PROJECT KEY MAP**  
**RUSTIC ROAD / RANCH ROAD**  
**ROADWAY IMPROVEMENTS**

CLIENT:  
**JEN TAMPA 1, LLC**

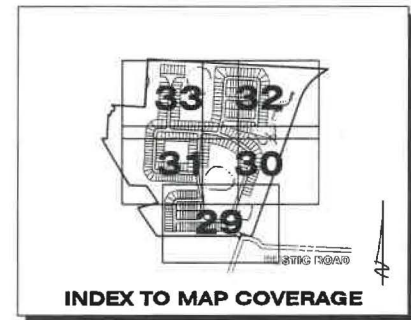
PROJECT NO.:	PROJ. MGR.:
<b>JEN001</b>	<b>MWM</b>
DATE:	DRWN. BY:
<b>05/04/21</b>	<b>JWR</b>
SCALE:	CHKD. BY:
<b>1" = 250'</b>	<b>MWM</b>
SHEET NO.:	

**CM-101**






LEGEND	
EXISTING	PROPOSED
	WATER MAIN (WM)
	FIRE HYDRANT
	VALVE & BOX
	REDUCER
	PLUG
	BLOW-OFF
	BENDS
	VERTICAL BENDS
	DUAL SERVICE (WM)
	SINGLE SERVICE (WM) NEAR SIDE 1 LOT
	SINGLE SERVICE (WM) NEAR SIDE 2 LOTS
	SINGLE SERVICE (WM) FAR SIDE
	DUAL SERVICE (WM) FAR SIDE
	WATER SERVICE W/VALVE
	WATER DISTRIBUTION SAMPLING POINT
	SANITARY SEWER (SM)
	SINGLE SANITARY SERVICE
	DOUBLE SANITARY SERVICE
	SANITARY FORCE MAIN (FM)
	PLAN & PROFILE SHEET NO. REFERENCE



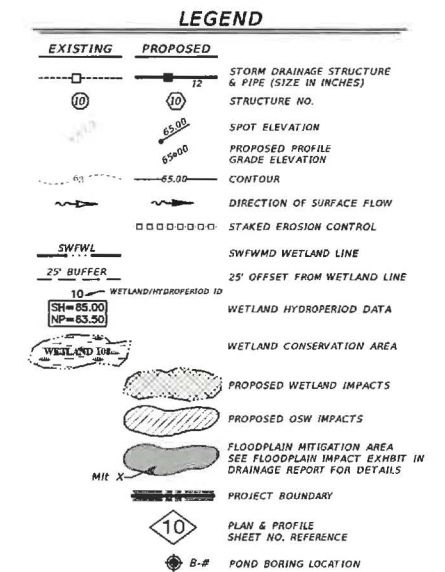
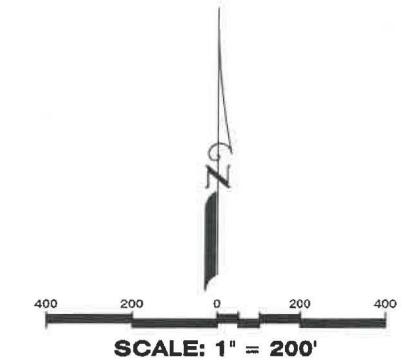
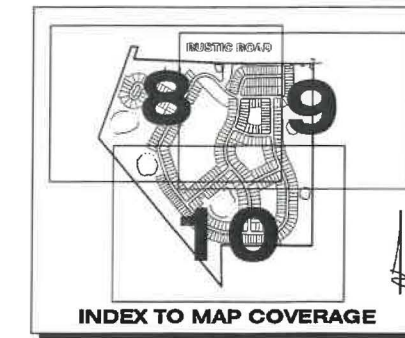
REFER TO DRAINAGE KEY MAP FOR WETLAND INFORMATION

HIGH-PRESSURE GAS MAIN IN CONSTRUCTION AREA

REFER TO SHEET 28 FOR WATER & SEWER NOTES

			<div><div></div><div>Engineering Business C.A. No.: 28858 3010 W Azalea St., Suite 150, Tampa, Florida 33609 Office: 813-243-3919 Fax: 813-243-3975</div></div>		<b>MASTER WATER &amp; SEWER PLAN</b>	
			JOB NO. JEN-RU-008		<b>RUSTIC ROAD NORTH</b> <b>PHASES 1 &amp; 2</b>	
			DESIGN FERREIRA			
			DRAWN DUNCAN		PREPARED FOR: JEN TAMPA 1, LLC. C/O BANYAN LAND CAPITAL, LLC.	
			DATE: 05-05-2022		Elevations based on North American Vertical Datum 1988 (NAVD 88) Conversion from NAVD 88 to NGVD 29 = +1.11 Feet	
			DATE: JORDAN A. SCHRADER, P.E. NO. 74798 FLORIDA PROFESSIONAL ENGINEER		FILE WSKEY	
04-19-2022	4" FM REVISED TO 6" FM	TJF				
10-22-2021	ADD MH 18	DA				
05-07-2021	INITIAL SUBMITTAL	JAS				
DATE	DESCRIPTION	BY				
	REVISIONS					





SOUTH PARCEL ONSITE WETLANDS							
TYPE	ID	PHASE				Total Area (Ac)	Total Impact (Ac)
		1		2			
		Area (ac)	Impact Area (ac)	Area (ac)	Impact Area (ac)		
OSW	Ditch 5C	0.005				0.005	
OSW	Ditch 6	0.122	0.122	0.032	0.016	0.154	0.138
OSW	Ditch 7A			0.565	0.565	0.565	0.565
OSW	Ditch 7B			3.239	1.770	3.239	1.770
OSW	Lake No. 2			12.860	0.260	12.860	0.653
					0.099		
					0.294		
	TOTALS	0.127	0.122	16.696	3.004	16.823	3.126
Wetland	1	0.200	0.200	0.029	0.029	0.229	0.229
Wetland	10	0.667				0.667	
Wetland	11	0.489				0.489	
Wetland	2			0.802		0.802	
Wetland	3			2.600		2.600	
Wetland	4			1.780		1.780	
Wetland	5			2.370		2.370	
Wetland	SALT CREEK SOUTH	0.079				0.079	
	TOTALS	1.435	0.200	7.581	0.029	9.016	0.229

Elevations shown hereon are based on the North American Vertical Datum of 1988 (NAVD 88) based on National Geodetic Survey Benchmark "175 83 A31 RM 1", having a published elevation of 38.41 feet (NAVD 88).

*The subject parcel lies in Flood Zones "AE" and "X", according to Flood Insurance Rate Map, Map No. 12155C0243F & 12155C0245F, Community No. 125144 & 125154, Sarasota County, Florida, dated November 4, 2016 and issued by the Federal Emergency Management Agency. Lines shown have been digitally translated from DFIRM database information supplied by the FEMA Map Service Center (<https://msc.fema.gov>).*

<div style="display: flex; justify-content: space-between;"> <div> <p>09-13-2021 08-18-2021 06-25-2021 06-23-2021</p> </div> <div> <p>ADDED FLOODPLAIN MIT HATCH ADD POND STA. REV DND POND 59 REVIEW SUBMITTAL-CITY OF VENICE REVIEW SUBMITTAL-SWYMD</p> </div> <div> <p>TJF TJF JAS JAS</p> </div> </div>			<div style="display: flex; justify-content: space-between;"> <div> <p>DATE</p> </div> <div> <p>DESCRIPTION</p> </div> <div> <p>BY</p> </div> </div>			<div style="display: flex; justify-content: space-between;"> <div> <p>REVISIONS</p> </div> </div>			<div style="display: flex; justify-content: space-between;"> <div>  <p><b>Clearview</b> LAND DESIGN, P.L.</p> <p>Engineering Business C.A. No.: 95858 2010 W Aserie St., Suite 150, Tampa, Florida 33609 Office: 813-223-3619 Fax: 813-223-3975</p> </div> <div> <p>DATE:</p> <p>JORDAN A. SCHRADER, P.E. No. 74798 FLORIDA PROFESSIONAL ENGINEER</p> </div> </div>			<div style="display: flex; justify-content: space-between;"> <div> <p>JOB NO. JEN-RU-009</p> <p>DESIGN FERREIRA</p> <p>DRAWN DUNCAN</p> <p>DATE 05-23-2023</p> <p>FILE MDKEY</p> </div> <div> <p><b>DRAINAGE KEY MAP</b></p> <p><b>RUSTIC ROAD SOUTH</b> <b>PHASES 1 &amp; 2</b></p> <p>JEN TAMPA I, LLC C/O BANYAN LAND CAPITAL, LLC.</p> <p>Elevations based on North American Vertical Datum 1988 (NAVD 88) Conversion from NAVD 88 to MGD 29 = +111 Feet</p> <p><b>SHEET 7 of 79 SHEETS</b></p> </div> </div>		
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# **RUSTIC OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS D**



ENVERA SERVICES AGREEMENT  
CHANGE ORDER

"Client": Rustic Oaks Community Development District  
"Community": Magnolia Bay  
"Premises": Ranch Rd & Rustic Rd, Nokmis, Florida 34241  
"Services" to be Added: Virtual Gate Guard  
"Services" to be Removed: None

Change Order Date: 2/24/2025  
Agreement Number: 00002851  
Quote Number: Q-16001

Client hereby authorizes and directs Envera to make change(s) to the above project as set forth on this Change Order and agrees to pay the additional amounts provided by this Change Order. The work contemplated by this Change Order shall be performed under the same terms and conditions as the Services set forth in the original Agreement between the parties.

EQUIPMENT TO BE ADDED OR REMOVED FROM PRIOR ORDER

Total Change in Installation Fee: \$0.00  
50% Installation Deposit Due: \$0.00

EXTENSION OF TERM OF AGREEMENT

The last day of the current term of the Agreement is 12/26/2027. The parties agree that by execution of this Change Order the current term shall be extended through and until 12/26/2032, after which time the Agreement shall renew according to the terms contained therein.

INCREASES OR DECREASES TO SCHEDULE OF FEES

Effective beginning with invoice for services performed as of the billing start date.

North & South Gates (2) - Virtual Gate Guard Push-Button Entry Kiosk

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
2	Envera Kiosk System (Envera-Owned) with Push-Button Entry	\$500.00	\$1,000.00
696	Per Home (Address) Monitoring - 24 Hours	\$3.00	\$2,088.00
2	Service & Maintenance Plan	\$213.51	\$427.02
North & South Gates (2) - Virtual Gate Guard TOTAL:			\$3,515.02

North & South Gates (2) - Resident Access Control Vehicles and Pedestrian Gate

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
2	Service & Maintenance Plan	\$39.58	\$79.16
North & South Gates (2) - Resident Access Control TOTAL:			\$79.16

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

Total Change in Monthly Service Rates: \$3,594.18  
0.00% Sales Tax: \$0.00

Total Change in Monthly Service Rates with Sales Tax: \$3,594.18  
2 Month Pre-Payment Deposit Due: \$7,188.36

IN WITNESS WHEREOF, the parties have executed this Change Order on the dates written below.

CLIENT:

HIDDEN EYES, LLC d/b/a ENVERA SYSTEMS:

DocuSigned by:  
*Martha Schiffer*  
Signature: 5B43C212430A422  
Martha Schiffer  
Name: \_\_\_\_\_  
CDD Chair  
Title: \_\_\_\_\_  
2/25/2025  
Date: \_\_\_\_\_

DocuSigned by:  
*Nathan Varn*  
Signature: 1B6C7D7424C1411  
Nathan Varn  
Name: \_\_\_\_\_  
VP Sales & Marketing  
Title: \_\_\_\_\_  
2/25/2025  
Date: \_\_\_\_\_

COPY VIEW





**THIS IS A COPY**  
This is a copy view of the Authoritative Copy held  
by the designated custodian

# ENVERA SERVICES AGREEMENT ADDENDUM

"Client": Rustic Oaks Community Development District  
 "Community": Magnolia Bay  
 "Premises": Ranch Rd & Rustic Rd, Nokmis, Florida 34241

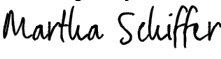
Date: 2/24/2025  
 Agreement Number: 00002851

This Addendum is made to that certain Envera Services Agreement ("Agreement") for the Premises listed above and entered into 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 The Parties agree that the Client shall receive a discount of \$1,670.40 on the Monitoring and Database Services Rates identified in Paragraph 4.1.1 of the Agreement for the first 12 months after the Virtual Gate Guard Per Home Monitoring begins billing.
- 2 The Parties agree that the Client shall receive a discount of \$1,252.80 on the Monitoring and Database Services Rates identified in Paragraph 4.1.1 of the Agreement during months 13-24 after the Virtual Gate Guard Per Home Monitoring begins billing.
- 3 The Parties agree that the Client shall receive a discount of \$835.20 on the Monitoring and Database Services Rates identified in Paragraph 4.1.1 of the Agreement during months 25-36 after the Virtual Gate Guard Per Home Monitoring begins billing.
- 4 The Parties agree that the Client shall receive a discount of \$417.60 on the Monitoring and Database Services Rates identified in Paragraph 4.1.1 of the Agreement during months 37-48 after the Virtual Gate Guard Per Home Monitoring begins billing. All discounts on the Monitoring and Database Service rates will be removed as of Month 49 after the Virtual Gate Guard Per Home Monitoring begins billing.
- 5 This Addendum may be executed in any number of counterparts, a complete set of which shall be deemed an original.
- 6 In the event of a conflict or ambiguity between this Addendum and any other Agreement document, this Addendum shall control and supersede said document.

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates written below.

CLIENT:

DocuSigned by:  
  
 Signature: \_\_\_\_\_  
5D43C212436A422...  
 Name: Martha Schiffer  
 Title: CDD Chair  
 Date: 2/25/2025

HIDDEN EYES, LLC d/b/a ENVERA SYSTEMS:

DocuSigned by:  
  
 Signature: \_\_\_\_\_  
1B6C7D7424C1411...  
 Name: Nathan Varn  
 Title: VP Sales & Marketing  
 Date: 2/25/2025

## Certificate Of Completion

Envelope Id: 5689373A-9F00-4881-8793-55BE40D2E30B

Status: Completed

Subject: Envera DocuSign for Signature - Rustic Oaks CDD Virtual Gate Guard

Vault With eOriginal: Yes

SF Account Name: Rustic Oaks CDD - Magnolia Bay - Nokomis

SF Contract No.: 2851

Source Envelope:

Document Pages: 3

Signatures: 4

Envelope Originator:

Certificate Pages: 4

Initials: 0

Crystal Clark

AutoNav: Enabled

4171 W Hillsboro Blvd Ste 2

Envelopeld Stamping: Enabled

Coconut Creek, FL 33073

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

cclark@enverasystems.com

IP Address: 155.226.129.247

## Record Tracking

Status: Original

2/24/2025 3:44:13 PM

Holder: Crystal Clark

cclark@enverasystems.com

Location: DocuSign

Status: Authoritative Copy (2 of 2 documents)

2/25/2025 8:22:33 AM

Holder: Crystal Clark

cclark@enverasystems.com

Location: DocuSign

Status: Receipt Confirmed

2/25/2025 8:23:22 AM

Holder: Crystal Clark

cclark@enverasystems.com

Location: Envera Systems

## Signer Events

Martha Schiffer

martha.schiffer@meritagehomes.com

CDD Chair

Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:

Martha Schiffer

5B43C212430A422...

## Timestamp

Sent: 2/24/2025 3:45:36 PM

Viewed: 2/25/2025 8:15:51 AM

Signed: 2/25/2025 8:16:54 AM

Signature Adoption: Pre-selected Style

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## Electronic Record and Signature Disclosure:

Accepted: 2/25/2025 8:15:51 AM

ID: 54bdbdf3-e40e-4717-bfaa-3f9fa9401f48

Nathan Varn

nvarn@enverasystems.com

VP Sales & Marketing

Envera Systems

Security Level: Email, Account Authentication (None)

DocuSigned by:

Nathan Varn

1B6C7D7424C1411...

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Signed: 2/25/2025 8:22:31 AM

Signature Adoption: Drawn on Device

Using IP Address: 47.202.120.39

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Carbon Copy Events	Status	Timestamp
Jeff Hiatt jhiatt@enverasystems.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 2/24/2025 3:45:37 PM Viewed: 2/24/2025 4:10:10 PM
Crystal Clark cclark@enverasystems.com AVP, Sales Envera Systems Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 2/25/2025 8:16:56 AM Resent: 2/25/2025 8:22:36 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/24/2025 3:45:37 PM
Certified Delivered	Security Checked	2/25/2025 8:22:17 AM
Signing Complete	Security Checked	2/25/2025 8:22:31 AM
Completed	Security Checked	2/25/2025 8:22:31 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Envera Systems (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [info@enverasystems.com](mailto:info@enverasystems.com)

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [cclark@enverasystems.com](mailto:cclark@enverasystems.com) and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address.

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By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Envera Systems as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Envera Systems during the course of your relationship with Envera Systems.

**RUSTIC OAKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

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

**RUSTIC OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
FEBRUARY 28, 2025**

**RUSTIC OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
FEBRUARY 28, 2025**

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 992,655	\$ -	\$ -	\$ 992,655
Investments				
Revenue	-	1,031,461	-	1,031,461
Reserve	-	480,144	-	480,144
Construction	-	-	17,241	17,241
Due from Landowner	5,312	-	-	5,312
Prepaid expense	2,700	-	-	2,700
Total assets	<u>\$ 1,000,667</u>	<u>\$1,511,605</u>	<u>\$ 17,241</u>	<u>\$ 2,529,513</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Due to other	\$ 243	\$ -	\$ -	\$ 243
Accrued wages payable	17	-	-	17
Accrued taxes payable	74	-	-	74
Landowner advance	7,228	-	-	7,228
Total liabilities	<u>7,562</u>	<u>-</u>	<u>-</u>	<u>7,562</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	5,312	-	-	5,312
Unearned revenue	16,197	-	-	16,197
Total deferred inflows of resources	<u>21,509</u>	<u>-</u>	<u>-</u>	<u>21,509</u>
Fund balances:				
Restricted for:				
Debt service	-	1,511,605	-	1,511,605
Assigned				
Repair & replacement	47,900	-	-	47,900
Unassigned	923,696	-	-	923,696
Total fund balances	<u>971,596</u>	<u>1,511,605</u>	<u>17,241</u>	<u>2,500,442</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,000,667</u>	<u>\$1,511,605</u>	<u>\$ 17,241</u>	<u>\$ 2,529,513</u>
Total liabilities and fund balances	<u>\$ 1,000,667</u>	<u>\$1,511,605</u>	<u>\$ 17,241</u>	<u>\$ 2,529,513</u>



**RUSTIC OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 528,818	\$ 516,694	102%
Assessment levy: off-roll	16,197	48,593	64,790	75%
Landowner contribution	-	-	246,743	0%
Total revenues	16,197	577,411	828,227	70%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	646	1,292	-	N/A
Management/accounting/recording	4,000	20,000	48,000	42%
Legal	1,755	5,427	25,000	22%
Engineering	-	-	15,000	0%
Audit	-	-	5,000	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	417	1,000	42%
EMMA software service	-	2,000	2,000	100%
Trustee	-	-	5,000	0%
DSF accounting	458	2,292	5,500	42%
Telephone	-	33	200	17%
Postage	51	206	500	41%
Printing & binding	42	208	500	42%
Legal advertising	-	1,158	1,500	77%
Annual special district fee	-	175	175	100%
Insurance	-	5,814	6,200	94%
Contingencies/bank charges	5	5	4,000	0%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	7,040	39,732	120,990	33%
<b>Field operations</b>				
<b>Administrative</b>				
Property management	3,480	17,400	41,760	42%
O&M accounting	417	2,083	5,000	42%
Insurance	-	-	30,000	0%
<b>Operating</b>				
Landscape maintenance	-	-	162,000	0%
Landscape replacement/extras	-	-	25,000	0%
Irrigation repair	-	-	6,770	0%
Pond maintenance	-	-	25,000	0%
Monitoring agreement	-	-	21,600	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 FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>Utilities</b>				
Electricity	-	-	25,000	0%
Electricity: well	-	-	15,000	0%
Streetlights	1,302	6,388	25,000	26%
<b>Amenities: South</b>				
Pool maintenance	-	-	10,000	0%
Amenity center R&M	-	-	3,500	0%
Janitorial	-	-	20,000	0%
Access control/monitoring	-	-	20,000	0%
Gym equipment lease	1,557	7,135	30,000	24%
Gym equipment repair	-	-	2,500	0%
Potable water	-	-	1,500	0%
Telephone: pool/clubhouse	-	-	1,200	0%
Electricity: amenity	-	-	5,000	0%
Internet	295	446	2,000	22%
Alarm monitoring	-	-	5,160	0%
<b>Amenity: North</b>				
Pool maintenance	-	-	15,000	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	7,051	33,452	643,190	5%
<b>Other fees &amp; charges</b>				
Tax collector	-	7,913	16,147	49%
Total other fees & charges	-	7,913	16,147	49%
Total expenditures	14,091	81,097	780,327	10%
Excess/(deficiency) of revenues over/(under) expenditures	2,106	496,314	47,900	
Net change in fund balances	2,106	496,314	47,900	
Fund balances - beginning	969,490	475,282	47,900	
Assigned				
Repair & replacement	47,900	47,900	47,900	
Unassigned	454,100	475,282	47,900	
Fund balances - ending	\$ 971,596	\$ 971,596	\$ 95,800	

**RUSTIC OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2022 BONDS  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 616,058	\$ 602,004	102%
Assessment levy: off-roll	94,274	282,821	377,095	75%
Interest	3,119	14,769	-	N/A
Total revenues	<u>97,393</u>	<u>913,648</u>	<u>979,099</u>	93%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	360,000	0%
Interest	-	301,071	602,143	50%
Total debt service	<u>-</u>	<u>301,071</u>	<u>962,143</u>	31%
<b>Other fees &amp; charges</b>				
Tax collector	-	9,218	18,813	49%
Total other fees and charges	<u>-</u>	<u>9,218</u>	<u>18,813</u>	49%
Total expenditures	<u>-</u>	<u>310,289</u>	<u>980,956</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	97,393	603,359	(1,857)	
Net change in fund balances	97,393	603,359	(1,857)	
Fund balances - beginning	1,414,212	908,246	837,260	
Fund balances - ending	<u>\$ 1,511,605</u>	<u>\$ 1,511,605</u>	<u>\$ 835,403</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 FEBRUARY 28, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 17,241	\$ 170,340
Total revenues	<u>17,241</u>	<u>170,340</u>
<b>EXPENDITURES</b>		
Construction costs	-	10,450,152
Total expenditures	<u>-</u>	<u>10,450,152</u>
Excess/(deficiency) of revenues over/(under) expenditures	17,241	(10,279,812)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Net change in fund balances	17,241	(10,279,812)
Fund balances - beginning	-	10,297,053
Fund balances - ending	<u>\$ 17,241</u>	<u>\$ 17,241</u>

**RUSTIC OAKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
SALTMEADOWS COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Rustic Oaks Community Development District held a Special Meeting on February 4, 2025 at 12:00 p.m., at the EVEN Hotels, 6231 Lake Osprey Drive, Sarasota, Florida 34240.

**Present:**

Martha Schiffer	Chair
Megan Germino	Vice Chair
Aimee Greenwood	Assistant Secretary
Amber Sweeney	Assistant Secretary

**Also present:**

Kristen Suit	District Manager
Whitney Sousa (via telephone)	District Counsel
Tyler Woody	Supervisor-Appointee

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Suit called the meeting to order at 12:03 p.m. Supervisors Schiffer, Germino, Greenwood and Sweeney were present. Supervisor Reschke was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Acceptance of Resignation of Jessica Reschke [Seat 2]**

Ms. Suit presented the resignation of Supervisor Jessica Reschke from Seat 2.

**On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the resignation of Ms. Jessica Reschke from Seat 2, was accepted.**

**FOURTH ORDER OF BUSINESS****Consider Appointment of Tyler Woody to  
Seat 2; Term Expires November 2028**

Ms. Schiffer nominated Mr. Tyler Woody to fill Seat 2. No other nominations were made.

**On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the  
appointment of Mr. Tyler Woody to fill Seat 2, was approved.**

- Administration of Oath of Office to Appointed Supervisor (the following to be provided  
under separate cover)**

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of  
Office to Mr. Tyler Woody. Mr. Woody is familiar with the following:

- A. Required Ethics Training and Disclosure Filing**

- Sample Form 1 2023/Instructions**

- B. Membership, Obligation and Responsibilities**

- C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

- D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local  
Public Officers**

**FIFTH ORDER OF BUSINESS****Consideration of Resolution 2025-06,  
Electing and Removing Officers of the  
District and Providing for an Effective Date**

Ms. Suit presented Resolution 2025-06. Ms. Schiffer nominated the following slate:

Martha Schiffer	Chair
Megan Germino	Vice Chair
Amber Sweeney	Assistant Secretary
Aimee Greenwood	Assistant Secretary
Tyler Woody	Assistant Secretary

No other nominations were made.

The Resolution removes the following officers from the Board as of November 18, 2024:

Jessica Reschke	Assistant Secretary
-----------------	---------------------

73 Clifton Fischer Assistant Secretary

74 The following prior appointments by the Board remain unaffected by this Resolution:

75 Craig Wrathell Secretary

76 Kristen Suit Assistant Secretary

77 Craig Wrathell Treasurer

78 Jeff Pinder Assistant Secretary

79

80 **On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,**  
81 **Resolution 2025-06, Electing, as nominated, and Removing Officers of the**  
82 **District and Providing for an Effective Date, was adopted.**

83

84

85 **SIXTH ORDER OF BUSINESS**

**Consideration of City of Venice First  
Amendment to Interlocal Agreement**

86

87

88 Ms. Sousa stated that the CDD had an Interlocal Agreement in place with the City of  
89 Venice related to construction of a force main for Knights Trail Road. In the original Interlocal  
90 Agreement, the City was going to pay the contractor directly, on behalf of the CDD but, because  
91 of internal issues, the City wants the CDD to pay first and then reimburse the CDD. This  
92 Amendment to the Interlocal Agreement accomplishes that.

93

94 **On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the**  
95 **First Amendment to Interlocal Agreement with the City of Venice, was approved.**

96

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98 **SEVENTH ORDER OF BUSINESS**

**Authorization to Amend the District's  
Contractor Agreement with TLC to Reflect  
the Changes to the City of Venice Interlocal  
Agreement**

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**On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the**  
**authorizing Staff to amend the District's Contractor Agreement with TLC to**  
**Reflect the Changes to the Interlocal Agreement with the City of Venice, was**  
**approved.**

107

108

109 **EIGHTH ORDER OF BUSINESS**

**Ratification of Trimmers Holiday Décor  
Proposal for 2024 Holiday Decor**

110



On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Trimmers Holiday Décor Proposal for 2024 Holiday Decor, in the amount of \$4,290, was approved.

**NINTH ORDER OF BUSINESS**

Consideration of Resolution 2025-04,  
Designating the Location of the Local  
District Records Office and Providing an  
Effective Date

This item was deferred.

**TENTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial  
Statements as of December 31, 2024

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Unaudited Financial Statements as of December 31, 2024, were accepted.

**ELEVENTH ORDER OF BUSINESS**

Approval of Minutes

A. November 5, 2024 Landowners' Meeting

B. November 18, 2024 Public Hearing and Regular Meeting

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the November 5, 2024 Landowners' Meeting Minutes and the November 18, 2024 Public Hearing and Regular Meeting Minutes, as presented, were approved.

**TWELFTH ORDER OF BUSINESS**

Staff Reports

A. District Counsel: Straley Robin Vericker

Discussion ensued regarding the status of construction of improvements, when they will be completed and when Bills of Sale, etc., can be finalized.

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

There was no report.

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

- NEXT MEETING DATE: March 17, 2025 at 12:00 PM

- QUORUM CHECK

150 The next meeting will be on March 17, 2025, unless canceled.

151

152 **THIRTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

153

154 There were no Board Members' comments or requests.

155

156 **FOURTEENTH ORDER OF BUSINESS** **Public Comments**

157

158 No members of the public spoke.

159

160 **FIFTEENTH ORDER OF BUSINESS** **Adjournment**

161

162 **On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the**  
163 **meeting adjourned at 12:17 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

\_\_\_\_\_  
Chair/Vice Chair

**RUSTIC OAKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>EVEN Hotels, 6231 Lake Osprey Drive, Sarasota, Florida 34240</i>		
<i><sup>1</sup>offices of Icard Merrill, 2033 Main Street, Suite 600, Sarasota, Florida 34237</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2024 <b>CANCELED</b>	Regular Meeting	1:30 PM
November 5, 2024 <sup>1</sup>	Landowners' Meeting	12:00 PM
November 18, 2024	Public Hearing and Regular Meeting <i>Amenity Rules and Rates</i>	1:30 PM
December 16, 2024 <b>CANCELED</b>	Regular Meeting	1:30 PM
February 4, 2025	Regular Meeting	12:00 PM
March 17, 2025 <b>CANCELED</b>	Regular Meeting	1:30 PM
April 21, 2025	Regular Meeting	1:30 PM
May 19, 2025	Regular Meeting	1:30 PM
June 16, 2025	Regular Meeting	1:30 PM
July 21, 2025	Regular Meeting	1:30 PM
August 18, 2025	Regular Meeting	1:30 PM
September 15, 2025	Regular Meeting	1:30 PM