

RUSTIC OAKS

**COMMUNITY DEVELOPMENT
DISTRICT**

July 21, 2025

BOARD OF SUPERVISORS

PUBLIC HEARINGS

AND 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

July 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 Public Hearings and a Regular Meeting on July 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. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2025-10, Adopting a Budget for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; and Providing an Effective Date
4. Public Hearing on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2025/2026, Pursuant to Florida Law
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2025-11, Imposing Annually Recurring Operations and Maintenance Non-Ad Valorem Special Assessments; Providing for Collection and Enforcement of All District Special Assessments; Certifying an Assessment Roll; Providing for Amendment of the Assessment Roll; Providing for Challenges and Procedural Irregularities; Approving the Form of a Budget Funding Agreement; Providing for Severability; Providing for an Effective Date
5. Consideration of FY 2025-2026 Budget Funding Agreement
6. Presentation of Audited Financial Statements for the Fiscal Year Ended September 30, 2024, Prepared by Grau & Associates
 - A. Consideration of Resolution 2025-12, Hereby Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2024

ATTENDEES:

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

7. Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]
 - Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting
8. Consideration of Resolution 2025-13, Electing Officer(s) of the District and Providing for an Effective Date [Jordan Lansford]
9. Ratification Items
 - A. Action Security, Inc. Gate Maintenance Service Agreement
 - Affidavit for Anti-Human Trafficking
 - B. Bill of Sale [Magnolia Bay North Phase 2]
 - C. Hughes Exterminators Agreements
 - I. Service Agreements for Commercial Pest Management [North Pool]
 - II. Pest Control Service Agreement [Magnolia Bay Clubhouse]
 - Affidavit for Anti-Human Trafficking
 - D. Kastro Lawn Maintenance and Landscaping LLC, Addendum #1 to the Landscape and Irrigation Maintenance Services Agreement
 - E. Royal Palm Commercial Cleaning LLC Cleaning and Supplies Restocking Services Agreement
 - Affidavit for Anti-Human Trafficking
 - F. S & G Pools LLC Pool Maintenance Service Agreement [North & South]
 - G. TLC Diversified, Inc. District Contractor Agreement [Ratify Changes to Knights Trail Agreement Pursuant to Amendment to Interlocal with City of Venice]
10. Acceptance of Unaudited Financial Statements as of May 31, 2025
11. Approval of April 21, 2025 Regular Meeting Minutes
12. Staff Reports
 - A. District Counsel: *Straley Robin Vericker*
 - B. District Engineer: *Clearview Land Design, P.L.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 163 Registered Voters in District as of April 5, 2025

- UPCOMING MEETINGS
 - August 18, 2025 at 1:30 PM
 - September 15, 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

13. Board Members' Comments/Requests
14. Public Comments
15. 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

3A

Serial Number
25-01277S

Business Observer

Published Weekly
Sarasota, Sarasota County, Florida

COUNTY OF SARASOTA

STATE OF FLORIDA

Before the undersigned authority personally appeared Holly Botkin who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Sarasota, Sarasota County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of Meeting on July 21, 2025 at 1:30pm; Rustic Oaks CDD

in the Court, was published in said newspaper by print in the

issues of 7/4/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.


Holly Botkin

Sworn to and subscribed, and personally appeared by physical presence before me,

7th day of July, 2025 A.D.

by Holly Botkin who is personally known to me.



Notary Public, State of Florida
(SEAL)



Donna Condon
Comm.: HH 534210
Expires: Jun. 29, 2028
Notary Public - State of Florida

Notice of Public Hearing and Board of Supervisors Meeting of the Rustic Oaks Community Development District

The Board of Supervisors (the "Board") of the Rustic Oaks Community Development District (the "District") will hold a public hearing and a meeting on July 21, 2025, at 1:30 p.m. at the EVEN Hotels located at 6231 Lake Osprey Drive, Sarasota, Florida 34240.

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2025-2026 proposed budget. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it. A copy of the proposed budget and the agenda may be viewed on the District's website at least 2 days before the meeting www.rusticoakscdd.net or may be obtained by contacting the District Manager's office via email at snitk@whhassociates.com or via phone at (561) 571-0010 or (877) 276-0889.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development district. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

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

Kristen Suit
District Manager
July 4, 2025

25-01277

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, prior to June 15th, to the Board of Supervisors ("**Board**") of the Rustic Oaks Community Development District ("**District**") a proposed budget for the next ensuing budget year ("**Proposed Budget**"), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

WHEREAS, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District at least 60 days prior to the adoption of the Proposed Budget pursuant to the provisions of Section 190.008(2)(b), Florida Statutes;

WHEREAS, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

WHEREAS, the Board is required to adopt a resolution approving a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget.

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2024-2025 and/or revised projections for fiscal year 2025-2026.

- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the Rustic Oaks Community Development District for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026."
- d. The final adopted budget shall be posted by the District Manager on the District's website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2025, and ending September 30, 2026, the sum of \$1,808,923, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

Total General Fund	\$ 838,246
Total Debt Service Funds	\$ 991,262
Total All Funds*	\$1,829,508

*Not inclusive of any collection costs or early payment discounts.

Section 3. Budget Amendments. Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District's website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

Section 4. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on July 21, 2025.

Attested By:

Rustic Oaks Community Development District

Print Name:_____

☐Secretary/☐Assistant Secretary

Print Name:_____

☐Chair/☐Vice Chair of the Board of Supervisors

Exhibit A: FY 2025-2026 Adopted Budget

Exhibit A: FY 2025-2026 Adopted Budget

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

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
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**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
REVENUES					
Assessment levy: on-roll - gross	\$ 538,223				\$ 872,213
Allowable discounts (4%)	(21,529)				(34,889)
Assessment levy: on-roll - net	516,694	\$ 528,818	-	528,818	837,324
Assessment levy: off-roll	64,790	48,593	16,197	64,790	-
Landowner contribution	246,743	-	246,743	246,743	922
Total revenues	828,227	577,411	262,940	840,351	838,246
EXPENDITURES					
Professional & administrative					
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	26,166
Total professional & administrative	137,137	47,645	90,784	138,429	149,556
Field operations					
Administrative					
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
Operating					
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	
Utilities			-	-	
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
Amenities: South			-	-	
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
Amenity: North			-	-	
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	790,346
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

*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
						TOTALS	\$ 876,500	\$ 876,500	\$ 47,900

**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
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
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.	
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	26,166

**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>\$ 790,346</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	
REVENUES					
Assessment levy: on-roll	\$ 627,087				#####
Allowable discounts (4%)	(25,083)				(41,303)
Net assessment levy - on-roll	602,004	\$ 616,058	-	616,058	991,262
Assessment levy: off-roll	377,095	282,821	94,274	377,095	-
Interest	-	14,769	-	14,769	-
Total revenues	979,099	913,648	94,274	1,007,922	991,262
EXPENDITURES					
Debt service					
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	30,977
Total expenditures	980,956	310,289	670,667	980,956	992,860
Excess/(deficiency) of revenues over/(under) expenditures	(1,857)	603,359	(576,393)	26,966	(1,598)
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>\$ 933,614</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>\$ 162,802</u>

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

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

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/45	710,000.00	4.000%	131,200.00	841,200.00	5,850,000.00
11/01/45			117,000.00	117,000.00	5,850,000.00
05/01/46	740,000.00	4.000%	117,000.00	857,000.00	5,110,000.00
11/01/46			102,200.00	102,200.00	5,110,000.00
05/01/47	770,000.00	4.000%	102,200.00	872,200.00	4,340,000.00
11/01/47			86,800.00	86,800.00	4,340,000.00
05/01/48	800,000.00	4.000%	86,800.00	886,800.00	3,540,000.00
11/01/48			70,800.00	70,800.00	3,540,000.00
05/01/49	835,000.00	4.000%	70,800.00	905,800.00	2,705,000.00
11/01/49			54,100.00	54,100.00	2,705,000.00
05/01/50	865,000.00	4.000%	54,100.00	919,100.00	1,840,000.00
11/01/50			36,800.00	36,800.00	1,840,000.00
05/01/51	900,000.00	4.000%	36,800.00	936,800.00	940,000.00
11/01/51			18,800.00	18,800.00	940,000.00
05/01/52	940,000.00	4.000%	18,800.00	958,800.00	-
Total	16,180,000.00		9,978,307.50	26,158,307.50	

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

On-Roll					
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
<u>South Parcel</u>					
40'x130'	100	\$ 1,253.18	\$ 1,290.30	\$ 2,543.48	\$ 2,544.90
50'x130'	144	1,253.18	1,612.88	2,866.06	2,867.48
	244				
<u>North Parcel</u>					
40'x130'	101	\$ 1,253.18	\$ 1,290.30	\$ 2,543.48	\$ 2,544.90
50'x130'	84	1,253.18	1,612.88	2,866.06	2,867.48
	185				
Total	429				

On-Roll					
<u>Phase 2</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
<u>South Parcel</u>					
40'x130'	38	\$ 1,253.18	\$ 1,290.30	\$ 2,543.48	\$ 1,442.64
50'x130'	118	1,253.18	1,612.88	2,866.06	1,742.64
	156				
<u>North Parcel</u>					
40'x130'	40	\$ 1,253.18	\$ 1,290.30	\$ 2,543.48	\$ 1,442.64
50'x130'	71	1,253.18	1,612.88	2,866.06	1,742.64
	111				
Total	267				

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

4A

Serial Number
25-01246S

Business Observer

Published Weekly
Sarasota, Sarasota County, Florida

COUNTY OF SARASOTA

STATE OF FLORIDA

Before the undersigned authority personally appeared Holly Botkin who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Sarasota, Sarasota County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of Meeting on July 21, 2025 at 1:30pm; Rustic Oaks CDD

in the Court, was published in said newspaper by print in the

issues of 6/27/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.



Holly Botkin

Sworn to and subscribed, and personally appeared by physical presence before me,

27th day of June, 2025 A.D.

by Holly Botkin who is personally known to me.



Notary Public, State of Florida
(SEAL)



Donna Condon
Comm.: HH 534210
Expires: Jun. 29, 2028
Notary Public - State of Florida

PS 1 of 2

Notice of Public Hearing and Board of Supervisors Meeting of The Rustic Oaks Community Development District

The Board of Supervisors (the "Board") of the Rustic Oaks Community Development District (the "District") will hold a public hearing and a meeting on July 21, 2025, at 1:30 p.m. at EVEN Hotels located at 6231 Lake Osprey Drive, Sarasota, Florida 34240.

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2025-2026 proposed budget and the proposed levy of its annually recurring non-ad valorem special assessments for operation and maintenance to fund the items described in the proposed budget (the "O&M Assessments").

At the conclusion of the public hearing, the Board will, by resolution, adopt a final budget, provide for the levy, collection, and enforcement of the O&M Assessments, and certify an assessment roll. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it.

A copy of the proposed budget, preliminary assessment roll, and the agenda may be viewed on the District's website at least 2 days before the meeting www.rusticoakscdd.net, or may be obtained by contacting the District Manager's office via email at suitk@whhassociates.com or via phone at (561) 571-0010 or (877) 276-0889.

The table below presents the proposed schedule of the O&M Assessments. Amounts are preliminary and subject to change at the meeting and in any future year.

Property Type	Number of Units	Rate Per Unit	Current Annual O&M Assessment (October 1, 2024 - September 30, 2025)	Proposed Annual O&M Assessment (October 1, 2025 - September 30, 2026)**	Change in Annual Dollar Amount
Residential Unit (Phase 2)	267	1.00	\$242.66	\$1,253.18	\$1,010.52

** Including collection costs and early payment discounts

The O&M Assessments (in addition to debt assessments, if any) will appear on November 2025 Sarasota County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

The County Tax Collector will collect the assessments for all lots and parcels within the District. Alternatively, the District may elect to directly collect its assessments in accordance with Chapter 190, Florida Statutes. Failure to pay the District's assessments will cause a tax certificate to be issued against the property which may result

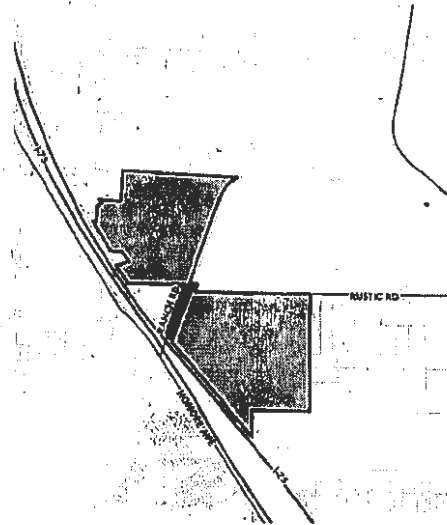
in a loss of title or a foreclosure action to be filed against the property. All affected property owners have the right to appear at the public hearing and to file written objections with the District within 20 days of publication of this notice.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 2 business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

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

Kristen Suit
District Manager



June 27, 2025

25-01246S

PS 2 2/8

RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT

4B

RESOLUTION 2025-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT IMPOSING ANNUALLY RECURRING OPERATIONS AND MAINTENANCE NON-AD VALOREM SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF ALL DISTRICT SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Rustic Oaks Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is located in the City of Venice, in Sarasota County, Florida (“**County**”);

WHEREAS, the Board of Supervisors of the District (“**Board**”) hereby determines to undertake various activities described in the District’s adopted budget for fiscal year 2025-2026 attached hereto as **Exhibit A (“FY 2025-2026 Budget”)** and incorporated as a material part of this Resolution by this reference;

WHEREAS, the District must obtain sufficient funds to provide for the activities described in the FY 2025-2026 Budget;

WHEREAS, the provision of the activities described in the FY 2025-2026 Budget is a benefit to lands within the District;

WHEREAS, the District may impose non-ad valorem special assessments on benefited lands within the District pursuant to Chapter 190, Florida Statutes;

WHEREAS, such special assessments may be placed on the County tax roll and collected by the local Tax Collector (“**Uniform Method**”) pursuant to Chapters 190 and 197, Florida Statutes;

WHEREAS, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method;

WHEREAS, the District has approved an agreement with the County Property Appraiser (“**Property Appraiser**”) and County Tax Collector (“**Tax Collector**”) to provide for the collection of special assessments under the Uniform Method;

WHEREAS, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel's portion of the FY 2025-2026 Budget ("**O&M Assessments**");

WHEREAS, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments ("**Debt Assessments**") in the amounts shown in the FY 2025-2026 Budget;

WHEREAS, the District adopted an assessment roll as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference ("**Assessment Roll**");

WHEREAS, it is in the best interests of the District to certify a portion of the Assessment Roll on the parcels designated in the Assessment Roll to the Tax Collector pursuant to the Uniform Method and to directly collect a portion of the Assessment Roll on the parcels designated in the Assessment Roll through the direct collection method pursuant to Chapter 190, Florida Statutes;

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, including the property certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law; and

WHEREAS, **Meritage Homes of Florida, Inc.**, a Florida corporation ("**Developer**"), as the developer of certain lands within the District, has agreed to fund \$922 of the FY 2025-2026 Budget as shown in the revenues line item of the FY 2025-2026 Budget pursuant to a budget funding agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Benefit from Activities and O&M Assessments. The provision of the activities described in the FY 2025-2026 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2025-2026 Budget and in the Assessment Roll.

Section 2. O&M Assessments Imposition. Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2025-2026 Budget and Assessment Roll. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

Section 3. Collection and Enforcement of District Assessments.

- a. **Uniform Method for certain Debt Assessments and certain O&M Assessments.** The collection of the Debt Assessments and O&M Assessments on certain lands designated for collection using the Uniform Method as described in the Assessment Roll, shall be at the same time and in the same manner as County taxes in

accordance with the Uniform Method. All assessments collected by the Tax Collector shall be due, payable, and enforced pursuant to Chapter 197, Florida Statutes.

- b. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

Section 4. Certification of Assessment Roll. The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.

Section 5. Assessment Roll Amendment. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

Section 6. Assessment Challenges. The adoption of this Resolution shall be the final determination of all issues related to the O&M Assessments as it relates to property owners whose benefited property is subject to the O&M Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the O&M Assessments, and the levy, collection, and lien of the O&M Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

Section 7. Procedural Irregularities. Any informality or irregularity in the proceedings in connection with the levy of the O&M Assessments shall not affect the validity of the same after the adoption of this Resolution, and any O&M Assessments as finally approved shall be competent and sufficient evidence that such O&M Assessment was duly levied, that the O&M Assessment was duly made and adopted, and that all other proceedings adequate to such O&M Assessment were duly had, taken, and performed as required.

Section 8. Approving the Form of a Budget Funding Agreement with Developer. The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

Section 9. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

Section 10. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on July 21, 2025.

Attested By:

**Rustic Oaks Community
Development District**

Print Name: _____
☐Secretary/☐Assistant Secretary

Print Name: _____
☐Chair/☐Vice Chair of the Board of Supervisors

Exhibit A: FY 2025-2026 Budget

Exhibit B: Form of Budget Funding Agreement with Developer

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

5

**FY 2025-2026 Budget Funding Agreement
(Rustic Oaks Community Development District)**

This FY 2025-2026 Budget Funding Agreement (this “**Agreement**”) is made and entered into as of July 21, 2025, between the **Rustic Oaks Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the “**District**”), whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 and **Meritage Homes of Florida, Inc.**, a Florida corporation (the “**Developer**”), whose mailing address is 18655 North Claret Drive, Suite 400, Scottsdale, Arizona 85255.

Recitals

WHEREAS, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is adopting its budget for fiscal year 2025-2026 as attached hereto as **Exhibit A** (the “**FY 2025-2026 Budget**”), which commences on October 1, 2025, and concludes on September 30, 2026;

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2025-2026 Budget, and/or utilizing such other revenue sources as may be available to it;

WHEREAS, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2025-2026 Budget so long as payment is timely provided;

WHEREAS, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the “**Property**”);

WHEREAS, the Developer agrees that the activities of the District described in the FY 2025-2026 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2025-2026 Budget; and

WHEREAS, the Developer has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2025-2026 Budget.

Operative Provisions

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Funding Obligations.** From time to time during the 2025-2026 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to **\$922** in accordance with the FY 2025-2026 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

2. **FY 2025-2026 Budget Revisions.** The District and Developer agree that the FY 2025-2026 Budget shall be revised at the end of the 2025-2026 fiscal year to reflect the actual expenditures of the District for the period beginning on October 1, 2025 and ending on September 30, 2026. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2025-2026 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2025-2026 Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.
3. **Right to Lien Property.**
- a. The District shall have the right to file a continuing lien ("**Lien**") upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.
 - b. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2025-2026 Budget" in the public records of Sarasota County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
 - c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.
4. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.
5. **Enforcement and Attorney Fees.** In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.
6. **Governing Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in Sarasota County, Florida.
7. **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.
8. **Interpretation.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance

of their respective counsel. 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 the doubtful language will not be interpreted or construed against any party.

- 9. Termination of Agreement.** The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2025-2026 fiscal year on September 30, 2026. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.
- 10. Third Parties.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
- 11. Amendments.** 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.
- 12. Assignment.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
- 13. Authority.** 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.
- 14. Entire Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Meritage Homes of Florida, Inc.,
a Florida corporation

**Rustic Oaks Community
Development District**

Name: _____
Title: _____

Name: _____
☐ Chair/☐ Vice-Chair of the Board of Supervisors

Exhibit A: FY 2025-2026 Budget

Affidavit for Anti-Human Trafficking

Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared _____, who being duly sworn, deposes and says (the “**Affiant**”):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the _____ (Title) of Meritage Homes of Florida, Inc., a Florida corporation, (the “**Company**”) and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the Rustic Oaks Community Development District.
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

Signature of Affiant

Sworn before me on July _____, 2025.

Notary Public Signature

Notary Stamp

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

6

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
CITY OF VENICE, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

**RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT
CITY OF VENICE, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Rustic Oaks Community Development District
City of Venice, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Rustic Oaks Community Development District, City of Venice, Florida ("District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2024, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 13, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 13, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Rustic Oaks Community Development District, City of Venice, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2024. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$1,376,667.
- The change in the District's total net position in comparison with the prior fiscal year was \$1,433,548, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section
- At September 30, 2024, the District's governmental funds reported combined ending fund balances of \$11,680,581, an increase of \$969,477 in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION SEPTEMBER 30,	
	2024	2023
Current and other assets	\$ 11,698,851	\$ 11,537,208
Capital assets, net of depreciation	6,693,105	6,594,642
Total assets	18,391,956	18,131,850
Current liabilities	269,163	1,081,153
Long-term liabilities	16,746,126	17,107,578
Total liabilities	17,015,289	18,188,731
Net position		
Net investment in capital assets	244,032	(631,267)
Restricted	657,353	565,615
Unrestricted	475,282	8,771
Total net position	\$ 1,376,667	\$ (56,881)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2024	2023
Revenues:		
Program revenues		
Charges for services	\$ 1,649,679	\$ -
Operating grants and contributions	37,146	1,086,415
Capital grants and contributions	513,847	440,596
Total revenues	2,200,672	1,527,011
Expenses:		
General government	136,610	83,194
Maintenance and operations	34,004	-
Interest	596,510	606,318
Total expenses	767,124	689,512
Change in net position	1,433,548	837,499
Net position - beginning	(56,881)	(894,380)
Net position - ending	\$ 1,376,667	\$ (56,881)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2024 was \$767,124. The costs of the District's activities were primarily funded by program revenues. Program revenues of the District are comprised primarily of assessments and investment earnings. Expenses increased from the prior year primarily as a result of an increase in professional services and maintenance expenses.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2024, the District had \$6,693,105 invested in capital assets for its governmental activities. No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2024, the District had \$16,540,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

For the subsequent fiscal year, the District anticipates that the cost of general operations will increase as the District is built out.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Rustic Oaks Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

**RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT
CITY OF VENICE, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

	<u>Governmental Activities</u>
ASSETS	
Cash	\$ 493,444
Assessments receivable	232
Restricted assets:	
Investments	11,205,175
Capital assets:	
Depreciable, net	<u>6,693,105</u>
Total assets	<u>18,391,956</u>
 LIABILITIES	
Accounts payable	11,042
Due to Developer	7,228
Accrued interest payable	250,893
Non-current liabilities:	
Due within one year	360,000
Due in more than one year	<u>16,386,126</u>
Total liabilities	<u>17,015,289</u>
 NET POSITION	
Net investment in capital assets	244,032
Restricted for debt service	657,353
Unrestricted	<u>475,282</u>
Total net position	<u>\$ 1,376,667</u>

See notes to the financial statements

**RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT
CITY OF VENICE, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

<u>Functions/Programs</u>	Program Revenues				Net (Expense) Revenue and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	\$ 136,610	\$ 136,610	\$ -	\$ -	\$ -
Maintenance and operations	34,004	494,130	-	513,847	973,973
Interest on long-term debt	596,510	1,018,939	37,146	-	459,575
Total governmental activities	<u>767,124</u>	<u>1,649,679</u>	<u>37,146</u>	<u>513,847</u>	<u>1,433,548</u>
					Change in net position 1,433,548
					Net position - beginning (56,881)
					<u>Net position - ending \$ 1,376,667</u>

See notes to the financial statements

**RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT
CITY OF VENICE, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash	\$ 493,444	\$ -	\$ -	\$ 493,444
Investments	-	908,122	10,297,053	11,205,175
Assessments receivable	108	124	-	232
Total assets	<u>\$ 493,552</u>	<u>\$ 908,246</u>	<u>\$ 10,297,053</u>	<u>\$ 11,698,851</u>
LIABILITIES				
Liabilities:				
Accounts payable	\$ 11,042	\$ -	\$ -	\$ 11,042
Due to Developer	7,228	-	-	7,228
Total liabilities	<u>18,270</u>	<u>-</u>	<u>-</u>	<u>18,270</u>
FUND BALANCES				
Restricted for:				
Debt service	-	908,246	-	908,246
Capital projects	-	-	10,297,053	10,297,053
Unassigned	475,282	-	-	475,282
Total fund balances	<u>475,282</u>	<u>908,246</u>	<u>10,297,053</u>	<u>11,680,581</u>
Total liabilities and fund balances	<u>\$ 493,552</u>	<u>\$ 908,246</u>	<u>\$ 10,297,053</u>	<u>\$ 11,698,851</u>

See notes to the financial statements

**RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT
CITY OF VENICE, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

Fund balance - governmental funds \$ 11,680,581

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of accumulated depreciation, in the assets of the government as a whole.

Capital assets	6,693,105	
Accumulated depreciation	<u>-</u>	6,693,105

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(250,893)	
Bond premium	(206,126)	
Bonds payable	<u>(16,540,000)</u>	<u>(16,997,019)</u>
Net position of governmental activities		<u><u>\$ 1,376,667</u></u>

See notes to the financial statements

**RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT
CITY OF VENICE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
REVENUES				
Assessments	\$ 630,740	\$ 1,018,939	\$ -	\$ 1,649,679
Interest	-	37,146	513,847	550,993
Total revenues	630,740	1,056,085	513,847	2,200,672
EXPENDITURES				
Current:				
General government	130,225	6,385	-	136,610
Physical Environment	34,004	-	-	34,004
Debt service:				
Principal	-	350,000	-	350,000
Interest	-	612,118	-	612,118
Capital outlay	-	-	98,463	98,463
Total expenditures	164,229	968,503	98,463	1,231,195
Excess (deficiency) of revenues over (under) expenditures	466,511	87,582	415,384	969,477
Fund balances - beginning	8,771	820,664	9,881,669	10,711,104
Fund balances - ending	\$ 475,282	\$ 908,246	\$ 10,297,053	\$ 11,680,581

See notes to the financial statements

**RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT
CITY OF VENICE, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Net change in fund balances - total governmental funds	\$ 969,477
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	98,463
Amortization of Bond discounts/premiums is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	11,452
Repayments of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	350,000
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	<u>4,156</u>
Change in net position of governmental activities	<u><u>\$ 1,433,548</u></u>

See notes to the financial statements

**RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT
CITY OF VENICE, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Rustic Oaks Community Development District ("District") was created by Ordinance No. 2021-20 of the City of Venice, Florida effective on July 13, 2021 and established pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue Bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. As of September 30, 2024, certain Board members are affiliated with Meritage Homes of Florida, Inc. (the "Developer").

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, unspent Bond proceeds are required to be held in investments as specified in the Bond Indentures.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are reported as an expense in the year incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2024:

	Amortized Cost	Credit Risk	Maturities
First American Government Obligations			Weighted average of the
Fund - Class Y	\$ 11,205,175	S&P AAAm	fund portfolio: 31 days
	<u>\$ 11,205,175</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indentures limit the type of investments held using unspent proceeds.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1*: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2*: Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3*: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized costs above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2024 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, being not being depreciated				
Infrastructure under construction	\$ 6,594,642	\$ 98,463	\$ -	\$ 6,693,105
Governmental activities capital assets, net	<u>\$ 6,594,642</u>	<u>\$ 98,463</u>	<u>\$ -</u>	<u>\$ 6,693,105</u>

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$39,263,400. The infrastructure will include roadways, potable water and wastewater systems, land improvements, recreational facilities and stormwater and drainage systems. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, the certain improvements are to be conveyed to others for ownership and maintenance responsibilities.

NOTE 6 – LONG-TERM LIABILITIES

On February 10, 2022, the District issued \$17,230,000 of Special Assessment Bonds, Series 2022 consisting of \$1,800,000 Term Bonds Series 2022 due on May 1, 2027 with a fixed interest rate of 2.85% and \$2,100,000 Term Bonds Series 2022 due on May 1, 2032 with a fixed interest rate of 3.2%, \$5,435,000 Term Bonds Series 2022 due on May 1, 2042 with a fixed interest rate of 3.45%, and \$7,895,000 Term Bonds Series 2022 due on May 1, 2052 with a fixed interest rate of 4.00%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2023 through May 1, 2052.

The Series 2022 Bonds are subject to redemption at the option of the District prior to their maturity. The Series 2022 Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

NOTE 6 – LONG-TERM LIABILITIES (Continued)

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction of certain conditions, a portion of the original reserve requirements will be released to the Developer for construction costs paid on behalf of the District; this did not occur during the current fiscal year. The District was in compliance with the requirements at September 30, 2024.

Changes in long-term liability activity for the fiscal year ended September 30, 2024 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2022	\$ 16,890,000	\$ -	\$ 350,000	\$ 16,540,000	\$ 360,000
Add: Bond premium	217,578	-	11,452	206,126	-
Total	<u>\$ 17,107,578</u>	<u>\$ -</u>	<u>\$ 361,452</u>	<u>\$ 16,746,126</u>	<u>\$ 360,000</u>

At September 30, 2024, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2025	\$ 360,000	\$ 602,143	\$ 962,143
2026	370,000	591,883	961,883
2027	380,000	581,338	961,338
2028	395,000	570,508	965,508
2029	405,000	557,868	962,868
2030-2034	2,245,000	2,584,495	4,829,495
2035-2039	2,660,000	2,176,368	4,836,368
2040-2044	3,165,000	1,680,450	4,845,450
2045-2049	3,855,000	1,016,000	4,871,000
2050-2052	2,705,000	219,400	2,924,400
Total	<u>\$ 16,540,000</u>	<u>\$ 10,580,453</u>	<u>\$ 27,120,453</u>

NOTE 7 – DEVELOPER TRANSACTIONS

The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer.

NOTE 8 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 9 – MANAGEMENT AGREEMENTS

The District has contracted with Wrathell, Hunt and Associates, LLC to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 10 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations.

**RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT
CITY OF VENICE, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Budgeted Amounts Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Assessments	\$ 828,228	\$ 630,740	(197,488)
Total revenues	<u>828,228</u>	<u>630,740</u>	<u>(197,488)</u>
EXPENDITURES			
Current:			
General government	131,508	130,225	1,283
Physical Environment	648,820	34,004	614,816
Total expenditures	<u>780,328</u>	<u>164,229</u>	<u>616,099</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ 47,900</u>	466,511	<u>\$ 418,611</u>
Fund balance - beginning		<u>8,771</u>	
Fund balance - ending		<u>\$ 475,282</u>	

See notes to required supplementary information

**RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT
CITY OF VENICE, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

**RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT
CITY OF VENICE, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	2
Employee compensation	\$0
Independent contractor compensation	\$103,966
Construction projects to begin on or after October 1; (>\$65K)	None
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - \$257.77-\$1,279 Debt service - \$1,199.98-1,612.88
Special assessments collected	\$0
Outstanding Bonds:	see Note 6 for details



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Rustic Oaks Community Development District
City of Venice, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Rustic Oaks Community Development District, City of Venice, Florida ("District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 13, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 13, 2025



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Rustic Oaks Community Development District
City of Venice, Florida

We have examined Rustic Oaks Community Development District, City of Venice, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Rustic Oaks Community Development District, City of Venice, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 13, 2025



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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors
Rustic Oaks Community Development District
City of Venice, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Rustic Oaks Community Development District, City of Venice, Florida ("District") as of and for the fiscal year ended September 30, 2024 and have issued our report thereon dated June 13, 2025.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 13, 2025, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the state of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Rustic Oaks Community Development District, City of Venice, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Rustic Oaks Community Development District, City of Venice, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 13, 2025

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2023.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2024.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2024.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2024. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 22.

RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT

6A

RESOLUTION 2025-12

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE
AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

WHEREAS, the District's Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Financial Statements for Fiscal Year 2024;

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

1. The Audited Financial Statements for Fiscal Year 2024, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2024, for the period ending September 30, 2024; and

2. A verified copy of said Audited Financial Statements for Fiscal Year 2024 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 21st day of July, 2025.

ATTEST:

**RUSTIC OAKS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

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RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT ELECTING OFFICER(S) OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors desires to elect Officer(s) of the District.

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

SECTION 1. The following Officer(s) shall be elected as Officer(s) as of July 21, 2025:

Jordan Lansford Assistant Secretary

SECTION 2. The following prior appointments by the Board remain unaffected by this Resolution:

Martha Schiffer is Chair

Megan Germino is Vice Chair

Aimee Greenwood is Assistant Secretary

Amber Sweeney is Assistant Secretary

Tyler Woody is Assistant Secretary

Craig Wrathell is Secretary

Kristen Suit is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 21ST DAY OF JULY, 2025.

ATTEST:

**RUSTIC OAKS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

Gate Maintenance Services Agreement

This Gate Maintenance Services Agreement (this “**Agreement**”) is entered into as of July 11, 2025 between **Rustic Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”) and **Action Security, Inc.**, a Florida profit corporation (the “**Contractor**”).

Background Information:

The District is responsible for the operation and maintenance of various security gates throughout the community. The District desires to retain an independent contractor to provide gate maintenance services. Contractor represents that it is qualified to provide such services. 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. **Scope of Services.** The Contractor shall perform all work, including all labor, material, equipment, supplies, tools, supervision, services, transportation, and all other necessary incidental items required for the complete performance of the services described in the Service Agreement, relevant portions of which are attached hereto and incorporated herein as **Exhibit A**.
3. **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 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.
4. **Compensation.**
 - a. The Contractor agrees to provide the services for the monthly amount of \$225.00
 - b. Contractor shall submit invoices for the work performed the previous month.
 - c. The District shall pay the Contractor within 45 days of receipt of the invoice.
5. **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.
6. **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.
7. **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 any claim or off-set the District may have against the Contractor.

8. **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.
9. **Compliance with Governmental Regulations.** 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. Any fees or fines incurred or imposed due to non-compliance shall be borne solely by the Contractor.
10. **Insurance.** The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a 30-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
11. **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.
12. **No Waiver of Sovereign Immunity.** 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.
13. **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.

14. **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.

15. **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.
- c. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

16. **Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and 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, (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 the contract 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, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

17. **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.

18. **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.

19. **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.
20. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
21. **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.
22. **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.
23. **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.
24. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
25. **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 Contractor:

1505 Manor Rd.
Englewood, FL 34223
sales@actionsecurityfl.com

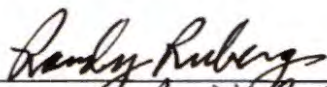
To the District:

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

26. **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.

Action Security, Inc.,
A Florida profit corporation

Rustic Oaks
Community Development District


Name: RANDY RUBERG
Title: PRESIDENT

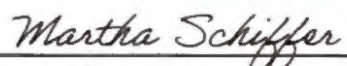

Martha Schiffer
Chair of the Board of Supervisors

Exhibit A



1505 Manor Rd, Englewood, Florida 34223

Phone – 941-475-0460

Email - sales@actionsecurityfl.com

Submitted To:

Folio Association Mgt.
Attn: Sharon Gastelbondol
sgastelbondol@folioam.com

Reference:

Rustic Oaks CDD
P.O. Box 810036
Boca Raton, Fl. 33481

Service Agreement Includes:

- **PRIORITY RAPID RESPONSE GATE SERVICE**
- **QUARTERLY PREVENTIVE MAINTENANCE**
- **DISCOUNTED SERVICE RATES**

Enclosed is our proposal to provide our "Service Agreement" for the community automated gate and entry systems. All labor required to support this agreement are included together with preventative maintenance service. Under this agreement, we shall provide guidance to management to allow for budgeting for the normal upkeep of your systems. We guarantee you the response and support that is outlined in this document. Contained in this proposal are the following:

- Schedule of Services and Rates
- Cost & Acceptance Page

If this Agreement is acceptable, please have the documents executed by an authorized company official and returned to our attention with a check for the first month. Upon receipt, your coverage will be activated.

Please contact us if you have any questions regarding our proposal. We look forward to serving you.

Sincerely,

Action Security, Inc

ACTION SECURITY, INC.

Schedule of Services & Rates

Database Management:	Email us at updates@actionsecurityfl.com for any database modifications and we will have the system up to date later that night. If you ever need a change pushed through faster than that, follow up with a phone call to 941-475-0460. With this agreement you can make an UNLIMITED number of requests per month.
Preventative Maintenance:	Scheduled quarterly reports available upon request. Any important findings will be communicated to management.
Labor Coverage:	All labor is covered 100% to inspect and make necessary adjustments during our scheduled preventative maintenance to the existing gate equipment to help keep all equipment maintained and in good working conditions according to the manufacturer recommended schedule.
Response Time:	Within 24 hours of a properly placed service call by an authorized representative. Often, we are able to respond the same day for our customers with a service agreement. Priority response. The customer is placed at the beginning of the service request log ahead of all non-service contract customers.
Discounted Service Rates:	Customers <u>without</u> service agreements have a 2 hour minimum for service calls. With this agreement all service calls are billed out according to actual time on site.
Rates(subject to change):	\$160 per hour & \$60 trip charge
Availability:	Monday to Friday, 8:00 a.m. to 5:00 p.m., included in this plan. Outside of these normal business hours service is available as an emergency service call.
Emergencies:	All nights, weekends, and holidays are considered an Emergency Service Call which all rates are double with a 2 hour minimum. These services are available upon request 24 hours per day, 365 days per year. Please call the main service line 941-475-0460 to receive the most prompt response.
Replacement Parts:	If equipment is deemed unrepairable additional charges may apply for replacement parts.

ACTION SECURITY, INC.

Service Agreement *Cost and Acceptance*

Equipment Location:

100 Holly Bank Ave.
Nokomis, Fl.

Service Agreement Includes:

- **PRIORITY RAPID RESPONSE GATE SERVICE**
- **QUARTERLY PREVENTIVE MAINTENANCE**
- **DISCOUNTED SERVICE RATES**

~~**Term Of Contract:** ONE YEAR. Automatic Renewal annually unless notified in writing 45 days prior to expiration. Renewal date is one year from the date the customer signs original agreement.~~ Annual Increases may occur but shall not exceed 5%, unless additional equipment has been added to the agreement.

~~**Billing Period:** MONTHLY (in advance). First payment to accompany a signed agreement. Payments are to be made monthly in advance and are to be received by the 15th day of the preceding month.~~ A monthly invoice will be mailed unless you prefer quarterly, semi-annually or yearly payments.

Note: Action Security offers a 5% discount for annual agreements that are prepaid in full in advance.

Amount Per Month: \$225.00

ACCEPTED BY:

CUSTOMER: _____

ACTION SECURITY, INC.

Date

Date

Authorized Signature and Title

Authorized Signature and Title

Affidavit for Anti-Human Trafficking

Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared RAUDY RUBERG, who being duly sworn, deposes and says (the "Affiant"):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the PRESIDENT (Title) of ACTION SECURITY (the "Company") and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the Rustic Oaks Community Development District ("CDD").
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

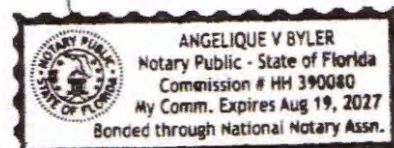
I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

Raudy Ruberg
Signature of Affiant

Sworn before me on July 3rd, 2025

Angelique V. Byler
Notary Public Signature



Notary Stamp

Affidavit for Anti-Human Trafficking

Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared RANDY RUBERG, who being duly sworn, deposes and says (the "Affiant"):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the PRESIDENT (Title) of ACTION SECURITY (the "Company") and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the Rustic Oaks Community Development District ("CDD").
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

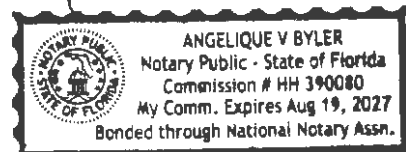
I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

Randy Ruberg
Signature of Affiant

Sworn before me on July 3rd, 2025

Angelique V. Byler
Notary Public Signature



Notary Stamp

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS B

BILL OF SALE

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 North Phase 2

(Plat Name or other description)

And described in "Rustic Road North 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 20th day of May, 2025.

WITNESSES:

TRANSFEROR: Rustic Oaks Community Development District

Print Name: Megan Gormino

Print Name: MARTHA SCHIFFER

Its: CDD CHAIR

Print Name: Matthew Webb

STATE OF FLORIDA
COUNTY OF ORANGE

Subscribed before me this 20th day of May, 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 state



Notary Public

Michaela Hoffman

BILL OF SALE

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 North Phase 2

(Plat Name or other description)

And described in "Rustic Road North 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 20th day of May, 2025.

WITNESSES:

[Signature]
Print Name: megan quinno

[Signature]
Print Name: Matthew Webb

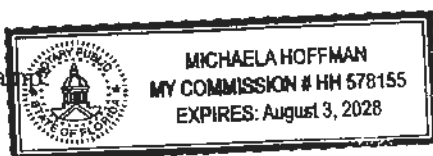
TRANSFEROR: Rustic Oaks Community Development District

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

STATE OF FLORIDA
COUNTY OF Orange

Subscribed before me this 20th day of May, 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 stamp



[Signature]
Notary Public

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CI



Beyond The Call.

SERVICE AGREEMENT FOR COMMERCIAL PEST MANAGEMENT

Source Code: CURRENT

Rustic Oaks CDD- North Pool

Account Name
116 Hawthorne Glen Ave
Service Address
Nokomis FL Apt/Bldg # 34275
City State Zip Code
863-800-4655
Service Phone Cell Phone
813-993-4000
Fax Tenant
SHARON GASTSTELBONDO sgastelbondo@folioam.com
Contact Person Email

Rustic Oaks CDD(Nokomis)

Billing Name
PO Box 810036
Billing Address
Boca Raton FL Apt/Bldg # 33481-0036
City State Zip Code
863-800-4655 410-207-1802
Billing Phone Cell Phone
813-993-4000
Fax Contact Person
RusticoaksCdd@districtap.com; SuitK@whhassociates.com
Email

SERVICE FREQUENCY:

- ☐ Weekly ☐ Every Other Month
☐ Bi-Monthly ☐ Quarterly
☒ Monthly ☐ One Time

SERVICE TYPE:

- ☒ Interior
☒ Exterior

SERVICE FOR:

- ☒ Insect Control ☐ Drain Management
☒ Rodent Control ☐ Bird Management
☐ Rodent Exclusion ☐ Fire Ant Control
☐ Stored Product Pest Control ☐ Fly Control

I. SCOPE OF SERVICE: Program Designed As Follows

INTERIOR/EXTERIOR PEST AND RODENT CONTROL MONTHLY; WEBSTER BRUSH EXTERIOR UP TO 15' FOR SPIDERS & WASPS.
DETAILED SERVICE REPORTS VIA EMAIL EVERY SERVICE OUTLINING ANY CONDUCIVE CONDITIONS . \$55/MO AFTER INITIAL.

- II. **ALL PEST CONTROL MATERIALS**, when applied, will conform with product labeling. All services will be performed in a professional manner and in accordance with the most effective and scientifically advanced pest control methods. Caution will be exercised to avoid any accident to humans or non-target pests. Prior to rendering service, the customer agrees to notify Hughes Exterminators (the COMPANY) of any occupant who is allergic or sensitive to material applications.
- III. **AS PART OF THE COMPANY'S PEST CONTROL SERVICE**, customer will be notified in writing of conditions that are conducive to breeding and harboring of pests which must be corrected to insure effective results.
- IV. **UPON REQUEST**, the company will furnish a Certificate of Insurance.
- V. **THIS AGREEMENT SHALL BE EFFECTIVE FOR ONE YEAR**; and shall renew at the same frequency thereafter unless written notice is given by either party thirty (30) days prior to anniversary date. If the company fails to comply with specifications as outlined, the company will be given thirty (30) days to correct the problem, and if at the expiration of such thirty (30) days notice, the problem has not been corrected, customer reserves the right to cancel this agreement.
- VI. **IF PESTS COME BACK, SO WILL WE!** If extra service is needed between regularly scheduled visits for covered pests, we will render such service promptly.

IPM services for roaches, ants (excluding fire ants, carpenter ants), silverfish, earwigs, house crickets, scorpions, pill bugs, millipedes, centipedes, mice and other crawling pests (excluding brown recluse, black widow spiders, and bed bugs). Specialized service for excluded pests can be added for an additional charge per occurrence. Rodent Program is for control of interior and exterior rats and mice.

Customer to purchase initial supply of _____ (2) Rodent
Stations and any required additions or replacements.
Customer to purchase initial supply of _____ Rodent
Traps and any required additions or replacements.
Customer to purchase initial supply of _____ Insect
Light Traps and any required additions or replacements.

SERVICE FEES:

Initial Service Fee + Equipment Costs \$ 134
Regular Service Fee \$ 55 x 11 services \$ 605.00
Optional Service Fees \$
Subtotal For Services \$ 739.00
5% Discount For Year In Advance Payment \$
Subtotal Of This Service Agreement \$ 739.00
Sales Tax (If applicable) 7 % \$ 51.73
TOTAL ANNUAL AMOUNT \$ 790.73

Company Info

Address: 955 Tamiami Trail Unit B
City: Port Charlotte
State: FL Zip: 33953
Phone: 941-467-1224


Company Representative Signature

07/08/2025

Date

METHOD OF INITIAL PAYMENT: ☐ Cash ☐ Check ☐ Credit Card
Amount Remitted with Agreement \$
☐ Includes Initial Service Fee Payment + ☐ Sales Tax of _____ %
☐ Includes Year in Advance Payment + ☐ Sales Tax of _____ %

BALANCE OF: \$ To Be Paid @ \$ Per
☐ Month ☐ Every Other Month ☐ Quarter ☐ Year ☐ N/A
☐ Sales Tax of _____ % Included ☐ Add Sales Tax of _____ % ☐ N/A

PAYMENT METHOD FOR REMAINING SERVICES:

☐ Pay Tech Each Service ☐ Deduct Credit Card Each Service
☐ Bill ☐ Other: _____ ☐ N/A

Service Center Manager Approval _____ Date _____

By signing below, I hereby acknowledge that I have read and understand the Terms and Conditions stated on each page of this agreement.

Martha Schiffer/CDD Chair



Customer Name (please print)

Customer Signature

**COMMERCIAL PEST MANAGEMENT GUARANTEE
TERMS AND CONDITIONS OF GUARANTEE**

1. **IF PESTS COME BACK, SO WILL WE!** The COMPANY agrees to provide guaranteed pest control service as indicated on the reverse side of this agreement. Additional treatments for pest covered under this agreement will be promptly rendered between regularly scheduled services, when requested by the customer or deemed necessary by the COMPANY.
2. **TRANSFERABLE:** This Service Agreement may be transferred to a new customer or occupant.
3. **SERVICE SCHEDULE:** Customer agrees to allow scheduled appointments for service. In the event a scheduled appointment can't be met due to unexpected circumstances, the customer acknowledges that exterior treatments may be rendered to prevent a lapse in ongoing pest protection.
4. **PAYMENT SCHEDULE:** Payment is due on the scheduled service date upon completion of service unless otherwise noted on reverse side of this agreement. Customer acknowledges that all billed and/or invoiced services will be paid within thirty (30) days of the date that services are rendered. All billed and/or invoiced services must be indicated on the reverse side of this agreement and approved by the COMPANY's service center manager.
5. **CANCELLATION POLICY:** Customer acknowledges this is a one year service agreement, however if you are not completely satisfied with your service, you may cancel this agreement at any time by providing the COMPANY with a thirty day written notice.
6. **RENEWABLE SERVICE AGREEMENT:** Upon the completion of the first year of service, this agreement shall continue thereafter at the same service frequency unless written notice is given, by either party, thirty days prior to the anniversary date of this agreement.
7. **ANNUAL PRICE GUARANTEE:** This agreement assures the customer of no price increase on services during the first year of service. After the first twelve months of service, the COMPANY reserves the right to adjust service fees.
8. **CUSTOMER'S OBLIGATION TO NOTIFY THE COMPANY:** Prior to the COMPANY rendering service, Customer agrees to notify the COMPANY of any occupant at the premises to be serviced, who may be an expectant mother, allergic or sensitive to chemicals and/or the arrival of newborn infants.
9. **ARBITRATION:** It is understood and agreed that this is the entire agreement of the parties, and that the COMPANY and the customer are bound only by the terms and conditions of this agreement and not by any other representation, warranty or agreement, oral or otherwise. The Customer and the COMPANY agree that any controversy or claim between them shall be settled by private, binding arbitration or, if agreeable to the parties, mediation, to be followed by arbitration should mediation not result in a settlement of the dispute. The parties shall submit their claim to a private arbitration or mediation provider. Any arbitrator shall have no authority to award any damages other than the actual monetary loss sustained. In no event shall the arbitrator have the authority to award any punitive or exemplary damages, treble or multiplied damages under any law or theory, damages for mental or emotional distress of any kind, or any costs or attorney's fees incurred by the parties.
10. **INSURANCE:** The COMPANY is fully insured for providing services described in this Agreement. Information about this coverage is available from the COMPANY.
11. **ACCEPTED IN ALL ITS TERMS AND CONDITIONS** without limitations, it being specifically understood that the COMPANY and the undersigned will be bound only by the terms set forth in this agreement and not by any other representations, oral or otherwise. This agreement is not binding until approved by the service center manager.
12. **PAYMENT:** When a check is provided as payment, the Customer agrees that the COMPANY is authorized to use check information to make a one-time electronic funds transfer from Customer's account or to process the payment as a check transaction. For inquiries, please call 1-877-GO-HUGHES.
13. **Company-branded rodent equipment and associated materials provided by the Company are and shall remain the exclusive property of the Company. Customer understands that he/she does not acquire any ownership, interest, or title to such equipment and components, and that upon termination of agreement for any cause whatsoever, the Company is hereby authorized to remove all such Company-branded equipment and components.**

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CII



SERVICE AGREEMENT FOR COMMERCIAL PEST MANAGEMENT

Source Code: Internet

Magnolia Bay

Account Name

100 Holly Bank Ave

Service Address

Nokomis

FL

Apt/Bldg #

34275-3782

City

State

Zip Code

863-800-4655

Service Phone

Cell Phone

813-993-4000

Fax

Tenant

Sharon gastelbondo-prop mgr

sgastelbondo@folioam.com

Contact Person

Email

Rustic Oaks CDD(Nokomis)

Billing Name

PO Box 810036

Billing Address

Boca Raton

FL

Apt/Bldg #

33481-0036

City

State

Zip Code

863-800-4655

Billing Phone

Cell Phone

813-993-4000

Sharon

Fax

Contact Person

sgastelbondo@folioam.com

Email

SERVICE FREQUENCY:

- ☐ Weekly ☐ Every Other Month
☐ Bi-Monthly ☐ Quarterly
☒ Monthly ☐ One Time

SERVICE TYPE:

- ☒ Interior
☒ Exterior

SERVICE FOR:

- ☒ Insect Control ☐ Drain Management
☒ Rodent Control ☐ Bird Management
☐ Rodent Exclusion ☐ Fire Ant Control
☐ Stored Product Pest Control ☐ Fly Control

I. SCOPE OF SERVICE: Program Designed As Follows

Interior-exterior pest and rodent control monthly for residential clubhouse. Clubhouse, gym and restrooms; Front entrances Webster brushed up to 15' for spiders & wasps; (3) Grey Colored Landscape stations (rock like); Reports after ea service detailing conducive conditions.

II. **ALL PEST CONTROL MATERIALS**, when applied, will conform with product labeling. All services will be performed in a professional manner and in accordance with the most effective and scientifically advanced pest control methods. Caution will be exercised to avoid any accident to humans or non-target pests. Prior to rendering service, the customer agrees to notify Hughes Exterminators (the COMPANY) of any occupant who is allergic or sensitive to material applications.

III. **AS PART OF THE COMPANY'S PEST CONTROL SERVICE**, customer will be notified in writing of conditions that are conducive to breeding and harboring of pests which must be corrected to insure effective results.

IV. **UPON REQUEST**, the company will furnish a Certificate of Insurance.

V. **THIS AGREEMENT SHALL BE EFFECTIVE FOR ONE YEAR**; and shall renew at the same frequency thereafter unless written notice is given by either party thirty (30) days prior to anniversary date. If the company fails to comply with specifications as outlined, the company will be given thirty (30) days to correct the problem, and if at the expiration of such thirty (30) days notice, the problem has not been corrected, customer reserves the right to cancel this agreement.

VI. **IF PESTS COME BACK, SO WILL WE!** If extra service is needed between regularly scheduled visits for covered pests, we will render such service promptly.

IPM services for roaches, ants (excluding fire ants, carpenter ants), silverfish, earwigs, house crickets, scorpions, pill bugs, millipedes, centipedes, mice and other crawling pests (excluding brown recluse, black widow spiders, and bed bugs). Specialized service for excluded pests can be added for an additional charge per occurrence. Rodent Program is for control of interior and exterior rats and mice.

Customer to purchase initial supply of (3) Rodent Stations and any required additions or replacements.

Customer to purchase initial supply of _____ Rodent Traps and any required additions or replacements.

Customer to purchase initial supply of _____ Insect Light Traps and any required additions or replacements.

SERVICE FEES:

Initial Service Fee + Equipment Costs \$ 215
Regular Service Fee \$ 95 x 11 services..... \$ 1045
Optional Service Fees \$ _____
Subtotal For Services \$ 1260
5% Discount For Year In Advance Payment \$ _____
Subtotal Of This Service Agreement..... \$ 1260
Sales Tax (If applicable) 7 % \$ 88.2
TOTAL ANNUAL AMOUNT \$ 1348.2

Company Info

Address: 995 Tamiami Trail Unit B

City: Port Charlotte

State: FL Zip: 33953

Phone: 941-467-1224


Company Representative Signature

05/21/2025

Date

Service Center Manager Approval

Date

By signing below, I hereby acknowledge that I have read and understand the Terms and Conditions stated on each page of this agreement.

Sharon Gastelbondo

Customer Name (please print)

Customer Signature

**COMMERCIAL PEST MANAGEMENT GUARANTEE
TERMS AND CONDITIONS OF GUARANTEE**

1. **IF PESTS COME BACK, SO WILL WE!** The COMPANY agrees to provide guaranteed pest control service as indicated on the reverse side of this agreement. Additional treatments for pest covered under this agreement will be promptly rendered between regularly scheduled services, when requested by the customer or deemed necessary by the COMPANY.
2. **TRANSFERABLE:** This Service Agreement may be transferred to a new customer or occupant.
3. **SERVICE SCHEDULE:** Customer agrees to allow scheduled appointments for service. In the event a scheduled appointment can't be met due to unexpected circumstances, the customer acknowledges that exterior treatments may be rendered to prevent a lapse in ongoing pest protection.
4. **PAYMENT SCHEDULE:** Payment is due on the scheduled service date upon completion of service unless otherwise noted on reverse side of this agreement. Customer acknowledges that all billed and/or invoiced services will be paid within thirty (30) days of the date that services are rendered. All billed and/or invoiced services must be indicated on the reverse side of this agreement and approved by the COMPANY's service center manager.
5. **CANCELLATION POLICY:** Customer acknowledges this is a one year service agreement, however if you are not completely satisfied with your service, you may cancel this agreement at any time by providing the COMPANY with a thirty day written notice.
6. **RENEWABLE SERVICE AGREEMENT:** Upon the completion of the first year of service, this agreement shall continue thereafter at the same service frequency unless written notice is given, by either party, thirty days prior to the anniversary date of this agreement.
7. **ANNUAL PRICE GUARANTEE:** This agreement assures the customer of no price increase on services during the first year of service. After the first twelve months of service, the COMPANY reserves the right to adjust service fees.
8. **CUSTOMER'S OBLIGATION TO NOTIFY THE COMPANY:** Prior to the COMPANY rendering service, Customer agrees to notify the COMPANY of any occupant at the premises to be serviced, who may be an expectant mother, allergic or sensitive to chemicals and/or the arrival of newborn infants.
9. **ARBITRATION:** It is understood and agreed that this is the entire agreement of the parties, and that the COMPANY and the customer are bound only by the terms and conditions of this agreement and not by any other representation, warranty or agreement, oral or otherwise. The Customer and the COMPANY agree that any controversy or claim between them shall be settled by private, binding arbitration or, if agreeable to the parties, mediation, to be followed by arbitration should mediation not result in a settlement of the dispute. The parties shall submit their claim to a private arbitration or mediation provider. Any arbitrator shall have no authority to award any damages other than the actual monetary loss sustained. In no event shall the arbitrator have the authority to award any punitive or exemplary damages, treble or multiplied damages under any law or theory, damages for mental or emotional distress of any kind, or any costs or attorney's fees incurred by the parties.
10. **INSURANCE:** The COMPANY is fully insured for providing services described in this Agreement. Information about this coverage is available from the COMPANY.
11. **ACCEPTED IN ALL ITS TERMS AND CONDITIONS** without limitations, it being specifically understood that the COMPANY and the undersigned will be bound only by the terms set forth in this agreement and not by any other representations, oral or otherwise. This agreement is not binding until approved by the service center manager.
12. **PAYMENT:** When a check is provided as payment, the Customer agrees that the COMPANY is authorized to use check information to make a one-time electronic funds transfer from Customer's account or to process the payment as a check transaction. For inquiries, please call 1-877-GO-HUGHES.
13. **Company-branded rodent equipment and associated materials provided by the Company are and shall remain the exclusive property of the Company. Customer understands that he/she does not acquire any ownership, interest, or title to such equipment and components, and that upon termination of agreement for any cause whatsoever, the Company is hereby authorized to remove all such Company-branded equipment and components.**

Affidavit for Anti-Human Trafficking

Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared Khaki Pague, who being duly sworn, deposes and says (the "Affiant"):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the Service Center Mgr (Title) of Hughes Exterminators (the "Company") and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the Rustic Oaks Community Development District ("CDD").
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

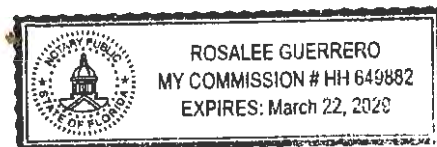
I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

Khaki Pague Hughes Exterminators
Signature of Affiant

Sworn before me on June 5, 2025

Rosalee Guerrero
Notary Public Signature



Notary Stamp

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS D

Addendum #1 to the Landscape and Irrigation Maintenance Services Agreement

This Addendum #1 to the Landscape and Irrigation Maintenance Services Agreement (this “**Addendum #1**”) is made and entered into as of April 28, 2025, by and between the **Rustic Oaks Community Development District** (the “**District**”) and **Kastro Lawn Maintenance and Landscaping LLC, a Florida limited liability corporation** (the “**Contractor**”).

Background Information:

The District and the Contractor entered into the Landscape and Irrigation Maintenance Services Agreement on February 21, 2025 (the “**Agreement**”). Unless otherwise expressly defined herein, capitalized terms used herein have the meanings assigned to them in the Agreement. The District and the Contractor desire to add additional landscape areas to the scope of services and to update the compensation accordingly. The District and the Contractor each has the authority to execute Addendum #1 and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum #1 so that this Addendum #1 constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

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 Addendum #1.
2. **Addition to Scope of Services.** Contractor will provide services to the additional landscape areas as highlighted on the maps attached hereto as **Exhibit A**. The landscape services for the additional landscape areas will be those described in Section 3 of the Agreement.
3. **Additional Compensation for Additional Services.** Contractor shall perform the additional services for the annual amount of \$24,000.00. The total additional monthly amount added to the Agreement will be **\$2,000.00**.
4. **Ratification of all Other Terms of the Agreement.** Except as hereby modified, the terms and conditions (including compensation) of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF the undersigned have executed this Addendum #1 effective as of the date written above.

**Kastro Lawn Maintenance and
Landscaping LLC**

By: _____

Name: _____

Title: _____

Eduardo Zuniga
Eduardo Zuniga
OWNER

**Rustic Oaks
Community Development District**

Martha Schiffer
Martha Schiffer
Chair of the Board of Supervisors

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS E

Cleaning and Supplies Restocking Services Agreement

This Cleaning and Supplies Restocking Services Agreement (this "Agreement") is entered into as of April 14, 2025 between the **Rustic Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the "District") and **Royal Palm Commercial Cleaning LLC**, a Florida limited liability company (the "Contractor").

Background Information:

The District owns and maintains the clubhouse and related recreational amenities in Rustic Oaks South and the recreational courts and bathrooms located in Rustic Oaks North. The District desires regular cleaning of its facilities. The Contractor represents that it is duly licensed in the state of Florida and qualified to perform the job duties and has any and all approvals and licenses as required by law to provide these services. The Contractor is familiar with the District's property. 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 as a material part of this Agreement.
2. **Scope of Services.**
 - a. The Contractor shall perform all work, including all labor, material, equipment, supplies, tools, supervision, services, transportation, and all other necessary incidental items required for the complete performance of the work described in **Exhibit A** attached hereto to ensure the facilities are in a clean, orderly, and functional condition.
 - b. Service will be 3 times a week to be coordinated with a District representative.
 - c. Contractor is responsible for purchasing, at its own expense, and providing all equipment and cleaning supplies so that Contractor can use such supplies when performing their services.
 - d. Contractor will supply all restocking supplies (paper products, hand soap, and replacement liners for trash receptacles, etc.).
3. **Performance of Work.**
 - a. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work.
 - b. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards and best management practices.
 - c. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work. Any price increases related to supplies require prior written approval of the District.
4. **Responsibilities of the District.**
 - a. The District will provide access to the facilities and after-hours emergency contract information.
5. **Compensation.** The District agrees to pay Contractor \$185 per visit for the services described herein in Rustic Oaks South and \$85 per visit for the services described herein in Rustic Oaks North, on a calendar month basis. Contractor shall submit an invoice to the District after the work for that

calendar month has been completed. The District agrees to pay to Contractor within 30 days of receipt of the invoice from Contractor.

6. **Term.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, this 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.
7. **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. Contractor shall return any keys or other property of the District in a prompt manner.
8. **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, addendum, change order, or work order authorization.
9. **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. The Contractor shall carry commercial general liability insurance of no less than \$1,000,000.
 - b. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

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.

10. **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.
11. **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.
12. **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.

13. **Third-Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
14. **Governing Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.
15. **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.
16. **Assignment.** Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.
17. **Enforcement of Agreement.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance. In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.
18. **No Waiver.** The failure of the District to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
19. **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.
20. **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.
21. **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.
- c. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

22. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and 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, (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 the 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, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

- 23. Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
- 24. Authority to Execute.** 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 Agreement.
- 25. 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.
- 26. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of

this Agreement shall remain in full force and effect.

27. **Notice.** Whenever any party desires to give notice to the other parties, 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 parties 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

To the Contractor:
1500 Lakeside Dr.
Venice, FL 34293
Email: _____

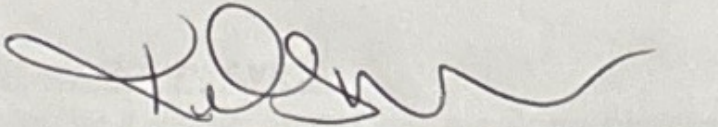
KWalker@RoyalPalmCommercialCleaning.com

28. **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 and sealed this Agreement on the day and year first written above.

Royal Palm Commercial Cleaning LLC

**Rustic Oaks
Community Development District**



Name: Kelly Walker
Title: Owner

Martha Schiffer
Martha Schiffer
Chair of the Board of Supervisors



Royal Palm Commercial Cleaning LLC

Rustic Oaks CDD - South

Clubhouse

- Empty Trash and replace liners
- Dusting of all furniture, wall décor, window coverings and along windowsill.
- Tables wiped down and chairs reset as needed.
- Floor level windows wiped smudge free as needed.
- All entryways cleaned free of debris and doors wiped down as needed.
- Sweep / Vacuum / & Mop floors.

Pool Area

- Wipe down all tables and chairs as needed
- Reset all lounge chairs upright
- Empty trash & wipe down trash can.
- Sweep / Blow pool deck area free of debris

Restrooms

- Empty Trash and replace liners
- Restock as needed – Toilet paper, Paper towels & soap.
- Clean & disinfect all surfaces of toilets & sinks
- Spot clean walls as needed.
- Wipe clean (smudge free) all dispensers & mirrors
- Wipe down & disinfect doors & handles.
- Sweep & mop with disinfectants.

Fitness Center

- Empty Trash & Replace Liners
- Restock sani-wipes as needed.
- Wipe down & Sanitize all exercise equipment.

Tennis/Basketball courts

- Empty Trash and replace liners
- Blow area free of debris as needed

Total price per visit

\$185.00 - 3 x weekly

Equipment & supplies needed, such as a blower, commercial brooms, & cleaning supplies will be provided by Royal Palm Commercial Cleaning.

Supplies needed to replenish stock such as trash bags, paper towels, & soaps to replenish stock will be provided by Royal Palm Commercial Cleaning. Please note this price may increase as more supplies may be needed in future.

Rustic Oaks CDD - North

Restrooms

- Empty Trash and replace liners
- Restock supplies as needed
- Clean & disinfect all surfaces of toilets & sinks
- Wipe clean (smudge free) all dispensers & mirrors
- Wipe down & disinfect doors & handles.
- Wipe down & Sanitize water fountains
- Sweep & mop with disinfectants.

Tennis/Basketball courts

- Empty Trash and replace liners
- Blow area free of debris as needed

Total price per visit

\$85.00 - 3 x weekly

Equipment & supplies needed, such as a blower, commercial brooms, & cleaning supplies will be provided by Royal Palm Commercial Cleaning.

Supplies needed to replenish stock such as trash bags, paper towels, & soaps to replenish stock will be provided by Royal Palm Commercial Cleaning. Please note this price may increase as more supplies may be needed in future.

Affidavit for Anti-Human Trafficking

Section 787.06(13), Florida Statutes

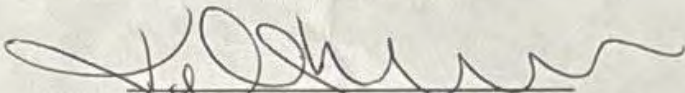
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared Kelly Walker, who being duly sworn, deposes and says (the "Affiant"):

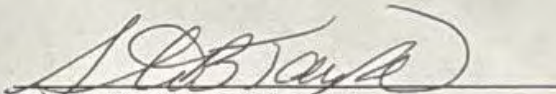
1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the Owner (Title) of Royal Palm Commercial Cleaning (the "Company") and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the Rustic Oaks Community Development District ("CDD").
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

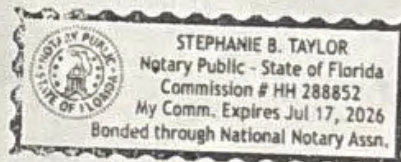
I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.


Signature of Affiant

Sworn before me on 29 April, 2025


Notary Public Signature



Notary Stamp

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS F

Pool Maintenance Service Agreement

This Pool Maintenance Service Agreement (this “**Agreement**”) is entered into as of May 13, 2025, between the **Rustic Oaks Community Development District** (the “**District**”) a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes and **S & G Pools LLC**, a Florida limited liability company (the “**Contractor**”).

Background Information:

The District owns and maintains two swimming pools located at 100 Whiteland Bend, Venice, FL 34293 and 116 Hawthorne Glen, Nokomis, FL 34275. The District desires to retain an independent contractor to provide pool maintenance services for the pools. The Contractor represents that it is qualified to provide such services. 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 as a material part of this Agreement.
2. **Scope of Services.** The Contractor shall perform all work, including all labor, material, equipment, supervision, and transportation necessary to perform the services for the District’s two pools, 3 days per week of cleaning and testing/record keeping and 4 days per week of testing/record keeping only (7 days total), as stated in the Contractor’s proposal attached hereto as **Exhibit A** and as more fully described below:
 - a. Clean tile as needed.
 - b. Skim surface and remove floating debris.
 - c. Brush walls and floor as necessary to remove algae.
 - d. Check and ensure water chemistry is in proper balance.
 - e. Empty strainer baskets as necessary.
 - f. Clean filters as necessary to insure proper filtration of pool.
 - g. Net pool floor to remove debris and vacuum as needed.
 - h. Inspect equipment and report any necessary repairs to the management company.
 - i. Inspect all pool heaters quarterly and send a report to the management company.
 - j. Contractor will be responsible for chemical analysis, record keeping, and treatment to ensure compliance with the State of Florida and Health Department standards. Contractor shall furnish all chemical products necessary to provide a safe bathing environment and to meet requirements of the local County Health Department.
 - k. Additionally, in an instance where the chemical balance is not at recommended safe levels, Contractor will notify the District and close the pool while chemicals are being adjusted. Contractor will post a “Pool Closed for Maintenance” sign on the entry gate. After the proscribed period of time, Contractor will return to re-test the water balance and remove the “Pool Closed for Maintenance” sign.
 - l. An additional fee may be charged in the event that circumstances such as extreme weather or vandalism, warrant labor or chemicals that exceed normal maintenance levels.
3. **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.
4. **Compensation.** The District agrees to compensate the Contractor for the work described above in the amount of **\$1,950.00** per month. Contractor shall provide the District with an invoice for the work performed in the previous month. The District shall pay Contractor within 30 days of receipt of the invoice.
5. **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, this Agreement shall automatically renew for subsequent 1 year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
6. **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.
7. **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.
8. **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.
9. **Compliance with Governmental Regulations.** The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and shall hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder.
10. **Insurance.** The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a 30-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
11. **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.

12. Limitations on Government 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.

13. 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.

14. 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.

15. 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.

16. 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.

- c. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

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

- 18. Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.
- 19. Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings 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.
- 20. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 21. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
- 22. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- 23. Arm's Length Transaction.** This Agreement has been negotiated fully between the parties 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.
- 24. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.
- 25. 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 Contractor:

S & G Pools LLC
PO Box 52124
Sarasota, FL 34232
Sgpools1@gmail.com

To the District:

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

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. 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 have caused this Agreement to be executed as of the date first above written.

S & G Pools LLC


Name: Gary Edelstein
Title: Owner

Rustic Oaks

Community Development District


Martha Schiffer
Chair of the Board of Supervisors

Exhibit A

ESTIMATE

S & G Pools
P.O Box 52124
Sarasota, FL 34232

sgpools1@gmail.com
+1 (941) 447-6839



Magnoila Bay North

Bill to

Rustic Oaks CDD North & south
P.O Box 810036
Boca Raton, FL 33481

Ship to

Rustic Oaks CDD
P.O Box 810036
Boca Raton, FL 33481

Estimate details

Estimate no.: 1029
Estimate date: 04/01/2025
Expiration date: 07/03/2025

#	Product or service	Description	Qty	Rate	Amount
1.	3 Day service	Magnoila Bay North Service of commercial pool three times a week which includes balancing chemicals, cleaning tile, brushing and netting pool, empty the skimmer basket and vacuum as needed. Keeping the equipment up to code and functioning properly	2	\$725.00	\$1,450.00
2.	Services	Magnoila Bay North 4 days test & log book only	2	\$250.00	\$500.00
Total					\$1,950.00
				Expiry date	07/03/2025

Accepted date

Accepted by

RUSTIC OAKS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS G

District Contractor Agreement

This District Contractor Agreement (sometimes referred to as the “**Agreement**”) is made, effective as of April 30, 2025 (the “**Effective Date**”)

BETWEEN the District: **Rustic Oaks Community Development District**
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and the Contractor: **TLC Diversified, Inc.**, a Florida Corporation
2719 17th Street East,
Palmetto, Florida 34221

The Project: **16” FORCE MAIN – KNIGHTS TRAIL ROAD**

The Contract Administrator: **Mark Evans**
10117 Princess Palm Ave., Suite 550
Tampa, Florida 33610

The Engineer: **Kelly Blake Smith, P.E.**
Kimley-Horn and Associates, Inc.
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, Florida 32258

BACKGROUND

The City of Venice, Florida (the “**City**”) and the District have entered into an agreement (the “**Interlocal Agreement**”) by which the District is to construct a 16-inch Sewer Force Main in the public right-of-way for Knights Trail Road. Pursuant to the Interlocal Agreement as amended, the District shall engage a contractor to construct the force main and the City shall reimburse the District for the expense. Under the Interlocal Agreement, Meritage Homes of Florida, Inc. (the “**Developer**”) will be responsible for providing payment to the contractor on behalf of the District. In accordance with the Interlocal Agreement, the District solicited competitive bids for the work. Contractor was the successful bidder and now the District and the Contractor desire to enter into this Agreement for construction of the force main.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the General Conditions of the Contract attached as **Exhibit “A”**, the Contractor’s Proposal attached as **Exhibit “B”**, the Drawings and Specifications prepared by the Engineer, as amended and supplemented, which are on file with the

Engineer, and all Change Orders issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the construction of the Project, more particularly described in the Drawings and Specifications, and in such subsequent Drawings and Specifications, approved by District in accordance with the Contract Documents.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be deemed commenced as of the Effective Date hereof which is sometimes referred to herein as the “**Date of Commencement**”. The time required for completing the Work shall be referred to herein as the “**Contract Time**” and all work shall be completed no later than November 20, 2025. Substantial Completion shall be achieved no later than October 24, 2025. The time allowed for the Contractor to achieve Substantial Completion and Final Completion shall be subject to adjustment as provided elsewhere in the Contract Documents.

ARTICLE 4

CONTRACT SUM

The Developer shall pay the Contractor on behalf of the District in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, a lump sum price of THREE MILLION, ONE HUNDRED FIFTY-FOUR THOUSAND AND NO CENTS (\$3,154,000.00) (the “**Contract Sum**”).

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer and Contract Administrator by the Contractor and Certificates for Payment issued by the Engineer, the Developer shall make progress payments on behalf of the District on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the 25th day of the month. The Developer shall, not later than 25 days following the receipt of proper Applications and Certificates for Payment, pay the Contractor the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work for the period covered by the Application for Payment, less retainage of 5%, and less the aggregate of previous payments made by the Developer.

Payments due and unpaid under the Contract Documents shall bear interest from the date and at a rate provided pursuant to Part VII of Chapter 218, Florida Statutes, the “Local Government Prompt Payment Act”, as it may be amended.

ARTICLE 6

FINAL PAYMENT

Final payment shall be paid by the Developer to the Contractor within 30 days of when the Work has been completed, the Contract fully performed, Contractor has complied with all requirements set forth in Section 9.9 of the General Conditions, and a final Certificate for Payment for the work has been issued by the Engineer. The amount of the final payment shall be the Contract Sum, plus any approved change orders, less all progress payments previously paid pursuant to this Agreement.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the District and the Contractor, are listed in Article 1 and, except for Modifications issued after the execution of this Agreement, are enumerated as follows:

1. This Agreement between the District and the Contractor and including exhibits, herein sometimes referred to as the Agreement or the District Contractor Agreement.
2. General Conditions of the Contract for Construction herein sometimes referred to as the General Conditions or the Conditions of the Contract attached as **Exhibit “A”**
3. Drawings and Specifications prepared by the Engineer, which are on file with the Engineer.
4. Contractor’s Proposal attached as **Exhibit “B”**
5. Such Drawings and Specifications subsequently approved by the District in accordance with the Contract Documents, provided the obligations of the parties regarding such subsequently approved Drawings and Specifications shall be subject to the provision of Article 12, Changes in the Work, of the General Conditions.

7.3 The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the “**Sales Tax**”). Accordingly, to minimize the cost of the Project to the District, the Contractor agrees to cooperate in order to allow the District to purchase materials in its name in

order to avoid the Sales Tax that would otherwise be due on such purchases. All such purchases shall be from vendors specified by and acceptable to the District, and shall be coordinated with the Contractor's work schedule. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District, and the Contract Sum shall be reduced by the amount of the Sales Tax savings on all materials purchased because the Contract Sum was originally computed on the assumption that materials would be subject to Sales Tax. Further, all payments for materials made by the District shall be credited against the Contract Sum, and the Engineer shall issue Change Orders from time to time reflecting credit to the District for such amounts against the Contract Sum.

If, for any reason, the District, the Developer, the City or the Contractor shall subsequently be held liable for and subject to Sales Tax for materials purchased by the District, the District shall be responsible for paying such tax, together with any and all interest and penalties thereon, as well as all costs and expenses reasonable incurred in the defense or resolution of any such claim, provided the Contractor, if authorized and acting as purchasing agent for the District, makes all materials purchases in strict accordance with the terms of this Agreement. In the event the Contractor shall for any reason fail to purchase materials subsequent to the date of this Agreement in accordance with the terms set forth herein, any Sales Tax expense or liability incurred in connection with such purchase shall be borne solely by the Contractor and shall be credited to the District against the Contract Sum. To the extent the District shall subsequently become liable for Sales Tax on any purchase of materials not made by the Contractor in strict accordance with the terms of this Agreement, the Contractor hereby indemnifies and agrees to hold the District harmless from and against any such Sales Tax related claim, including, but not limited to, the amount of the Sales Tax assessed, accrued interest, fines, costs and reasonable attorney's fees incurred by the District in connection with the levy and collection of the Sales Tax.

Notwithstanding anything in this Agreement to the contrary, all materials purchased by or manufactured for the District (the “**Materials**”) shall be subject to the following requirements:

1. The District shall purchase all Materials directly from the vendor, and in all cases work with the Contractor for selection of the vendor supplying the Materials, pursuant to its standard purchasing procedures.
2. The District shall issue or cause to be issued a “purchase order” for the Materials directly to the third party vendor (accompanied by the District's tax exempt certificate), and all invoices shall be prepared and sent by the vendor to the District.
3. The District shall make direct payment to the vendor for all Materials purchased.
4. The Contractor shall take title and possession of all Materials purchased directly from the vendor before they are incorporated into the City’s property, and the Contractor shall assume all risk of loss from the time of purchase.
5. The Contractor shall purchase Insurance sufficient to fully protect the District against any loss or damage to the Materials, and shall maintain such insurance coverage

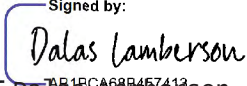
until the Materials are fully incorporated into the Project. The cost of all insurance premiums and/or bonding related to the Materials shall be borne by the Contractor.

6. Compliance with all requirements of Florida Law and Rule 12A-1.094, Florida Rules of Administrative Procedure, as amended from time to time, necessary to exempt the District's purchases of Materials from Sales Tax.

The District's purchase of Materials will not in any manner impact or reduce Contractor's duty to warrant the Materials. The District may forward all repair, maintenance, non-confirming Materials, non-confirming Material calls or any other issues pertaining to the Materials to Contractor for resolution with the appropriate vendor. Contractor shall resolve all such calls or issues. If Contractor fails to adequately and properly perform inspections or otherwise incorporates into the Project defective or non-confirming Materials, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to the District resulting from its incorporation of such Materials into the Project.

This Agreement entered into effective as of the day and year first written above.

TLC Diversified, Inc.

Signed by:


 Name: Dallas Lamberson
 Title: President

Rustic Oaks Community Development District

DocuSigned by:


 Martha Schiffer
 Chair of the Board of Supervisors

Acknowledged by:

Meritage Homes of Florida, Inc.

Signed by:


 Name: Mark Evans
 Title: AS Agent

Exhibit "A"**ARTICLE 1****CONTRACT DOCUMENTS****1.1 DEFINITIONS**

1.1.1 **THE CONTRACT DOCUMENTS.** The Contract Documents consist of the District Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, the Specifications for Construction, Contractor's Proposal, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Engineer pursuant to Sub-paragraph 2.2.8, or (4) a written order for a minor change in the Work issued by the Engineer pursuant to Paragraph 12.4. The Contract Documents do not include Bidding Documents such as the Advertisement to Bid, the Instructions to Bidders, or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the District Contractor Agreement.

1.1.2 **THE CONTRACT.** The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall be entitled to performance of obligations intended for its benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the District or the Engineer and a Subcontractor or Sub-subcontractor.

1.1.3 **THE WORK.** The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 **THE PROJECT.** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or part.

1.1.5 **THE PERMIT.** The Permit is that permit or permits, issued by the governmental entity or entities having jurisdiction over the site or the Work, which authorizes the commencement of construction of the Work in accordance with the Drawings and Specifications.

1.1.6 **PROVIDED.** The term "provided" as used in the Contract shall mean the furnishing of labor, supervision, tools, materials, supplies, equipment, shop drawings, catalogs, brochures, together with any other services and/or accessory items necessary to perform the Work and produce an item, system or component of the Project.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed in not less than triplicate by the District and Contractor with consent by the Developer. If either the District or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Contract Administrator shall identify such documents.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, reviewed conditions of all relevant approvals and permits, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. Execution of the Contract will be construed as evidence that such an examination has been made. Later claims for labor, equipment or materials required for difficulties encountered, which could have been foreseen had such examination been made, will not be allowed.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent or Work to be performed by any trade.

1.2.5 In the event of a conflict between the various Contract Documents, Contract Documents shall be given relative precedence as follows:

- .1 The Agreement shall take precedence over all other Contract Documents.
- .2 Drawings and Specifications shall take precedence over all other Contract Documents except for the Agreement.
- .3 The General Conditions and Supplementary Conditions thereto shall take precedence over all other Contract Documents except for the Agreement and the Drawings and Specifications.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the Contractor or the Engineer are and shall remain the property of the District. Further, the Engineer shall, upon final completion, provide the District with a set of reproducible “as-built” Drawings and Specifications, in accordance with the requirements of the Contract Documents, accurately reflecting changes occurring during construction prepared to a detail reasonably required by the District.

ARTICLE 2

CONTRACT ADMINISTRATION

2.1 DEFINITION

2.1.1 The Contract Administrator is the individual identified by the District identified as such in the District Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender.

2.1.2 The Engineer is the lawfully licensed professional Engineer, or an entity lawfully practicing Engineering, identified as such in the District Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Engineer means the Engineer or his authorized representative which may include, but not necessarily be limited to the City's design engineer for the Project.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Contract Administrator will provide administration of the Contract as hereinafter described.

2.2.2 The Contract Administrator is an authorized representative of the District during construction and until final payment has been issued. The Contract Administrator will advise and consult with the District. The District's instructions to the Contractor shall be forwarded through the Contract Administrator and the Engineer.

2.2.3 The Engineer and the Contract Administrator will visit the site at intervals appropriate to the stage of construction to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Engineer and the Contract Administrator will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work. On the basis of his on-site observations as an Engineer, the Engineer will keep the District informed of the progress of the Work, and will exercise all reasonable care in discharging his professional responsibilities under the Contract Documents to guard against defects and deficiencies in the Work of the Contractor.

2.2.4 Neither the Engineer nor the Contract Administrator will be responsible for and will not have control or be in charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer and the Contract Administrator will not be responsible for, have control, or charge over the acts or omissions of the Contractor, Subcontractors, any of their agents or employees, or any other persons performing any of the Work.

2.2.5 The Engineer and the Contract Administrator shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Engineer and Contract Administrator may perform their functions under the Contractor Documents.

2.2.6 Based on the Contract Administrator's and the Engineer's observations and an evaluation of the Contractor's Application for Payment, the Contract Administrator and the Engineer will determine the

amounts owing to the Contractor, and the Engineer will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

2.2.7 The Engineer shall be, in the first instance, the interpreter of the requirements of the Contract Documents, however, except to the extent provided for elsewhere in this Agreement, the Engineer will not be the final judge of the performance thereunder by either the District and the Contractor. In the event of a dispute between the District and the Contractor relating to the interpretation of the Contract Documents, the Engineer shall review the respective claims of the District and the Contractor, and it shall first advise the District of its interpretation of such claim or claims. After discussion with the District, the Engineer shall have the right to notify the Contractor of such interpretation. These provisions shall not preclude the District's and Contractor's right to agree on an interpretation different from that of the Engineer.

2.2.8 The Engineer will render interpretations of the Contract Documents necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Engineer for such interpretations.

2.2.9 Claims, disputes and other matters in question between the Contractor and the District relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Engineer for decision which she will render in writing within a reasonable time.

2.2.10 All interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In the Engineer's capacity as interpreter and initial judge, he will endeavor to secure faithful performance by both the District and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

2.2.11 The District's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

2.2.12 Any claim, dispute or other matter in questions between the Contractor and the District referred to the Engineer, except those relating to artistic effect as provided in Subparagraph 2.2.11 and except those which have been waived by the making or acceptance of final payment as provided in Subparagraphs 9.9.4 and 9.9.5, shall be subject to redress in the appropriate court of law. However, neither party shall file the initial pleading seeking such redress of any such claim, dispute or other matter until the earlier of (1) the day on which the Engineer has rendered a written decision, or (2) the tenth day after the parties have presented their evidence to the Engineer or have been given a reasonable opportunity to do so, if the Engineer has not rendered her written decision by the date. When such a written decision of the Engineer states (1) that the decision is final but subject to appeal, and (2) that filing of the initial pleading seeking such redress of claim, dispute or other matter covered by such decision must be filed with the appropriate court within thirty (30) days after the date on which the party making the demand receives the written decision, failure to file such pleading within said thirty (30) day period will result in the Engineer's decision becoming final and binding upon the District and the Contractor.

2.2.13 The Engineer will have authority to reject all Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2 whether or not such Work be then fabricated, installed or completed. However, neither the Engineer's authority to act under this Subparagraph 2.2.13, nor any decision made by her in good faith either to exercise or not to exercise such authority, shall give raise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees, or

any other person performing any of the Work. Provided, prior written approval shall be obtained from the District for all acts by Engineer under this Subparagraph.

2.2.14 The Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.2.15 The Engineer will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.4.1.

2.2.16 The Engineer will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the District for the District's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Paragraph 9.9.

2.2.17 If the District and Engineer agree, the Engineer will provide one or more Project Representatives to assist the Engineer in carrying out her responsibilities at the site. The duties, responsibilities and limitations of authority of any such project representative shall be as set forth in an exhibit to be incorporated into the Contract Documents.

2.2.18 The duties, responsibilities and limitations of authority of the Engineer as the District's representative during construction as set forth in the Contract Documents will not be modified or extended without written consent of the District, the Contractor and the Engineer.

2.2.19 In case of the termination of the employment of the Engineer, the District shall appoint an Engineer whose status under the Contract Documents shall be that of the former Engineer.

ARTICLE 3

DISTRICT

3.1 DEFINITION

3.1.1 The District is the entity identified as such in the District Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term District means the District or its authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

3.2.1 The District shall furnish a survey or plans describing the utility locations for the site of the Project and a legal description of the site. The Contractor shall be responsible for staking as is reasonably necessary to construct the Project.

3.2.2 Except as provided in Subparagraph 4.7.1, the District shall not secure or pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the District's control shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Where such information or service is required from the District, and such information of service affects the progress of the Work, the Contractor shall coordinate the furnishing thereof with the District and shall include such items in the Contractor's progress schedule.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

3.2.5 The foregoing are in addition to other duties and responsibilities of the District enumerated herein and especially those in respect to Work by District or by separate contractors, payments and completion, and insurance in Articles 6, 9 and 11 respectively.

3.3 DISTRICT'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the District, by a written order signed personally or by an agent specifically so empowered by the District in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the District to stop the Work shall not give rise to any duty on the party of the District to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

3.4 DISTRICT'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the District may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the Engineer's additional services made necessary by such default, neglect, or failure. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the District.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the District Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer and the Contract Administrator any error, inconsistency or omission he may discover. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall at once report to the Contract Administrator and the Engineer anything contained within the Contract Documents that is contrary to local codes, laws, statutes, regulations, and zoning requirements.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the District for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer or the Contract Administrator in their administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIAL

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

4.4.3 Unless otherwise expressly provided in the Contract, reference to any equipment, material, article or process, by trade name, make or catalog number, shall mean that Contractor shall furnish such materials and items exactly as provided for. The Contractor shall itemize any proposed substitutions together with any proposed change in the Contract Sum which would result from the acceptance by the District of the proposed substitution. The Contractor shall furnish to the District for its prior written approval the name of the manufacturer, the model number and other identifying data and information in respect to the performance, capacity, nature and rating of the substitution or other equipment which the Contractor contemplates incorporating in the Work. When so directed by District, samples shall be submitted for approval at the Contractor's expense, with all shipping and charges prepaid. Substitutions installed or used without required prior written approval may be rejected, at the sole option of the District.

4.5 WARRANTY

4.5.1 The Contractor warrants to the District, the Contract Administrator, and the Engineer that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract

Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the District, the Contract Administrator, or the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2. Further, this warranty shall not be restricted by the limitations of any equipment warranty issued by manufacturer. Provided still further, refusal of a subcontractor or equipment manufacturer responsible for the defective work to correct such Work shall not excuse the Contractor from performing under this warranty.

4.5.2 All warranties and guarantees shall extend for one (1) full year from the date stated in the Certificate of Substantial Completion unless warranties or guarantees having a longer period of time are stated in the Drawings, Specifications, elsewhere in the Contract Documents or are otherwise provided by manufacturers or other persons supplying materials, equipment, appliances or labor for the Work. Provided further, in addition to all warranties set forth elsewhere in the Contract Documents, the Contractor shall also be deemed to have granted the District an implied warranty of fitness and merchantability for the purposes or uses intended for all Work performed for the period indicated above. All warranties shall be freely assignable by the District to subsequent owners or users of the Project.

4.5.3 The Contractor agrees to execute an assignment of all warranties and guarantees to the District on all materials and equipment whether or not installed after Substantial Completion of the Work.

4.5.4 Any breakdowns, defects, malfunctions or other occurrence which the Contractor has warranted or guaranteed against, shall be corrected as soon as is reasonably possible with corrective work commencing within five (5) days of demand by the District. Provided, if the Contractor cannot commence such work within five (5) days due to a circumstance not caused by his actions or omissions to act and where such circumstance is beyond his control, such corrective Work shall commence at the time such circumstance ceases to exist. Provided further, if the District in its reasonable discretion classifies such breakdown, defect, malfunction or other occurrence as one creating an emergency condition, corrective Work shall commence within twenty-four (24) hours of demand by the District and shall continue on a twenty-four (24) hour per day, seven (7) day per week basis, and the Contractor shall utilize all necessary labor, materials and equipment to complete such Work as soon as possible. Provided for the purposes of this Paragraph 4.5, "Warranty", an emergency condition shall be a condition which has any one of the following effects:

- .1 Can be reasonably expected to cause additional significant damage to the property of the District or any third parties.
- .2 Can be reasonably expected to significantly interfere with the District's or any third party's use of the project.

4.5.5 In the event the Contractor fails to meet its warranty obligations, the District, at its opinion, shall have the right upon ten (10) days' prior written notice to the Contractor, to correct the defective work through its own forces or by retaining other contractors. In such event, the Contractor shall reimburse the District for all costs it incurs in obtaining the correction of the defective work.

4.6 TAXES

4.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof and the District shall not be liable therefor.

4.7 PERMITS, FEES AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and comply with the Permit and all other permits and governmental licenses and inspections necessary for the proper execution and completion of the Work and which are legally required at the time the bids are received. Contractor shall obtain and pay the costs of obtaining the Permits. The Contractor shall comply with the terms and conditions of all permits and governmental licenses, and shall be solely responsible for paying all fees, fines, and restoration expenses imposed as a result of a failure to comply with the terms and conditions of such permits and governmental licenses.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. Without limiting the generality of the foregoing, the Contractor shall perform the Work in accordance with applicable requirements, specifications and regulations, of Sarasota County, the City of Venice, the Florida Department of Transportation, and all other governmental agencies having jurisdiction.

4.7.3 It is the responsibility of the Engineer to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. Nevertheless, if the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the District, the Contract Administrator, and the Engineer in writing. In any event the Contractor shall in the performance of the Work comply with all applicable laws, regulations and permit conditions.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District, the Contract Administrator, and the Engineer, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the District may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

4.8.2 Unless otherwise provided in the Contract Documents:

- .1 These allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.
- .2 The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance.
- .3 Whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the

Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be so confirmed on written request in each case.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the District's, the Contract Administrator's, and the Engineer's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 PUBLIC RECORDS, DOCUMENTS, AND SAMPLES AT THE SITE

4.11.1 As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, including but not limited to the Drawings, Specifications, Addenda, Change Orders and other Modifications, marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and 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, (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 completion of the Work or termination of the Contract 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. Furthermore, the Contractor shall comply with the requirements of Chapter 119, Florida Statutes, including, but not limited to, section 119.0701, Florida Statutes.

4.11.2 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 1 (877) 276-0889, WRATHELLC@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

4.12 USE OF SITE

4.12.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.13 CUTTING AND PATCHING OF WORK

4.13.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.13.2 The Contractor shall not damage or endanger any portion of the Work or the work of the District or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the District or any separate contractor except with the written consent of the District and of such separate contractor. The Contractor shall not

unreasonably withhold from the District or any separate contractor his consent to cutting or otherwise altering the Work.

4.14 CLEANING UP

4.14.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

4.14.2 If the Contractor fails to clean up at the completion of his Work, the District may do so as provided in Paragraph 3.4 and the costs thereof shall be charged to the Contractor.

4.14.3 Burning or burying of trash or debris on the site is strictly prohibited unless specifically authorized by the Engineer.

4.14.4 New work in extension of existing work shall correspond in all respects with that to which it connects, or to similar existing Work unless otherwise indicated or specified.

4.14.5 Existing work shall be cut, altered, removed or temporarily removed and replaced as necessary for the performance of the Contract. Work remaining in place damaged or defaced by reason of work done under the Contract shall be restored to a condition equal to its condition at the time of the award of the Contract.

4.14.6 Where Work is being conducted in or adjacent to occupied areas, the Contractor shall make every effort to keep construction noise and dust to a minimum. These areas shall be cleaned daily. The Engineer may require reasonable additional measures to safeguard adjacent areas from the effects of the performance of the Work.

4.15 COMMUNICATIONS

4.15.1 The Contractor shall provide the District a copy of all written communications to the Contract Administrator or the Engineer required under the Contract. Further, the Contract Administrator and the Engineer shall advise the District of all oral communications from Contractor which may affect the Contract Sum or the Contract Time. Further, the Contract Administrator and the Engineer shall provide the District a copy of all written communications to the Contractor required under the Contract.

4.16 ROYALTIES AND PATENTS

4.16.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the District harmless from loss on account thereof, except that the District shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer and the Contract Administrator.

4.17 INDEMNIFICATION

4.17.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District, the Developer, the City, and the Engineer and their respective agents and employees from and against all claims, damages, losses, fines and expenses, including but not limited to attorneys' fees, arising

out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or failing to comply with the terms and conditions of permits and governmental licenses or failing to comply with all applicable laws and regulations, or injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission 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, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.17.

4.17.2 In any and all claims against the District, the Developer, the City, or the Engineer or any of their respective 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 Paragraph 4.17 shall not be limited in any way by any limitation on the amount of type or damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.18.3 Notwithstanding anything to the contrary herein in the Contract, Contractor's indemnification hereunder shall not exceed Ten Million Dollars (\$10,000,000.00) and such limitation shall be part of the Specifications. All references to attorneys' fees in this Article shall include such attorneys' fees for appeals, administrative hearings, any arbitration proceedings, or any other legal proceedings. The first five hundred dollars (\$500.00) of the Contract Sum constitutes separate specific consideration for all indemnity obligations under the Contract Documents. The Contractor hereby acknowledges compliance with Florida Statute 725.06. In addition, so much of the money due to the Contractor under the Contract as is considered necessary by the District may be retained by the District or, in case no money is due, the Contractor's surety shall be liable hereunder until such suits, actions, or claims for injuries or damages, as aforesaid, shall have been settled or resolved by judicial determination or binding settlement. Provided further, it is specifically agreed between the parties that it is not intended by any of the provisions of any part of the Contract to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTORS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise previously furnished pursuant to the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the District, the Contract Administrator, and the Engineer in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions or the Work. The Engineer will promptly reply to the Contractor in writing stating whether or not the District or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Engineer to reply promptly shall constitute notice of no reasonable objection. The provisions of this Subparagraph 5.2.1 are in addition to the requirement of the submission of the names of those designated subcontractors and material or equipment suppliers which must be submitted with the bidder's proposal.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the District or Engineer has made reasonable objection under the provisions or Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. Provided that the Contractor shall be deemed to have waived any objection he may have to contracting with those persons and entities whose names were submitted in conjunction with his bid proposal.

5.2.3 If the District or the Engineer has a reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the District or the Engineer has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued, however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Subparagraph 5.2.1.

5.2.4 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the District or Engineer makes reasonable objection to such substitution.

5.3 SUBCONTRACTURAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Contract Documents, assumes toward the District, the Developer, and the Engineer. Said agreement shall preserve and protect the rights of the District, the Developer, and the Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the District. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available each proposed Subcontractor prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such documents available to this Sub-subcontractors.

ARTICLE 6

WORK BY DISTRICT OR BY SEPARATE CONTRACTORS

6.1 DISTRICT'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The District reserves the right to perform Work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other Work on the site under these or similar Conditions or the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the District, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other Work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate District Contractor Agreement.

6.1.3 The District will provide for the coordination of the work of his own forces and of each separate contractor with the work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the District and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their Work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the District or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Contract Administrator and the Engineer any apparent discrepancies or defects in such other Work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the District's or separate contractors' Work as fit and proper to receive his work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed Work shall be borne by the party responsibility therefor.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the District, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, settle with such separate contractor by agreement if he will so settle. If such separate contractor sues the District on account of any damage alleged to have been sustained, the District at its sole option, may notify the Contractor, who shall defend such proceedings at the Contractor's expense. Whether or not the Contractor defends such action, if any judgment of award against the District arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the District for all such damage provided such liability of the Contractor shall not exceed Ten Million Dollars (\$10,000,000.00) and such limitation shall be a part of the Specifications. In any event, the Contractor shall reimburse the District for all of the District's attorneys' fees and court costs, which the District has incurred, including those of appeal.

6.3 DISTRICT'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required in Paragraph 4.14, the District may clean up and charge the cost thereof to the contractors responsible therefor or deduct the charges from the final payment as the Contract Administrator and the Engineer shall determine to be just.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW AND VENUE.

7.1.1 This Contract and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the County where the Project is located.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The District and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the District, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of District. Provided, the District may assign the Contract without restriction.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4. CLAIMS FOR DAMAGES

7.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 The District requires that the Contractor furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. The cost of such bonds shall be included in the Contract Sum. Provided, no bond will be accepted from an insurance company with a general policyholder's rating of less than "A" and a financial rating of less than "AAA" as indicated in the Best's Insurance Guide. Attorneys-in-fact who sign performance and payment bonds must file with such bond a certified copy of their power of attorney to sign such bonds. Provided further, that the bonds shall be executed on the form set forth in Florida Statute Section 255.05, as amended, or on another form satisfactory to District amended as follows: "This Bond shall afford claimants thereunder, all the rights related thereto,

including, but not limited to, the rights to recover attorneys' fees in the event any claim is made against this bond."

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents on the Contractor and the rights and remedies available thereunder to the District shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the District, the Contract Administrator, the Engineer or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.7 TESTS

7.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Contract Administrator and the Engineer timely notice of its readiness so the Contract Administrator and the Engineer may observe such inspection, testing or approval. The Contractor shall be responsible for the scheduling and the District for payment of all testing required for compliance and completion of the Work. Reimbursement for any testing failures shall be borne by the Contractor and it shall be the Contractor's responsibility to compensate the testing firm.

7.7.2 If the Engineer determines that any Work requires special inspection, testing, or approval which Subparagraph 7.7.1 does not include, he will upon written authorization from the District instruct the Contractor to order such special inspection or testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Engineer's additional services made necessary by such failure, otherwise the Developer shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspections, tests or approval shall be secured by the Contractor and promptly delivered by him to the Engineer and the Contract Administrator.

7.7.4 If the Engineer is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and, where practicable, at the source of supply.

7.8 DUTY TO CONTINUE WORK

7.8.1 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute or litigation, and the District shall continue to make payments to the Contractor in accordance with the Contract Documents.

7.9 DISTRICT'S RIGHT TO UTILIZE AND OCCUPY

Prior to Substantial Completion and so long as the District does not impede the Work of the Contractor and its subcontractors, employees, and agents, the District shall be allowed to utilize the Work for its intended purpose, and the District and its employees and agents shall be entitled to occupy portions of the Work and use such portions in the manner for which it is intended. Use and occupancy may, at the option of the District, include the installation of any equipment and furnishings belonging to the District.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for completion of the Work including authorized adjustments thereto.

8.1.2 The Date of Commencement of the Work is the date set forth at Article 3 of the Agreement.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the District can occupy or utilize the work or designated portion thereof for the use for which it is intended. The criteria for determining the date for Substantial Completion, in addition to the above, shall include, but shall not be limited to, the following: (a) the ability of the District to occupy and use all the work without being impeded by any Work of the Contractor, except for punch list items determined by the District; (b) satisfactory completion of final inspections and all tests required by the City, Sarasota County, or any other authority having jurisdiction.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the Date of Commencement as defined in Subparagraph 8.1.2. The Contractor shall begin the process to obtain the Permits and begin mobilization on the Date of Commencement. All Permits and mobilization efforts shall be obtained and completed by June 6, 2025. The Contractor shall begin work on the Site by June 9, 2025. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.3 The Contractor shall furnish adequate forces, construction plans, shop drawings, and equipment and shall work such hours, including night shift, overtime operations, Sundays and Holidays in order to complete the Work in accordance with a progress schedule approved by the District. If the Contractor falls behind such schedule, Contractor shall take such steps as may be necessary to improve his progress by increasing the number of shifts and/or overtime operations, days of work and/or the amount of construction forces, all without additional cost to the District under the Contract. Failure of the Contractor to comply with these provisions shall be grounds for termination of the Contract by the District pursuant to Paragraph 14.2.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the District, or by any employee thereof, or by any separate contractor employed by the District, or by changes ordered in the Work, or by prevention of performance because of governmental laws or regulation, or by fire or catastrophic weather condition, or unusual delays in delivery of materials and equipment beyond the control of Contractor, then the Contract Time shall be extended by Change Order for such reasonable time as the District may determine. Provided further that the Contractor specifically acknowledges that it has estimated and planned for a minimum of twenty (20) days of adverse weather conditions (preventing all Work), prior to entering into the Contract and accepting the limitations relating to time of Substantial Completion set forth in Article 3 of the Agreement. Accordingly, Contractor shall not be entitled to any change in the time required for Substantial Completion based on such adverse weather conditions until such conditions cause delay for a period of time in excess of the twenty (20) days planned.

8.3.2 Any claim for extension of time shall be made in writing to the Contract Administrator and the Engineer not more than fifteen (15) days after commencement of the delay; otherwise, it shall be waived. In the case of continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.2.8 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 Time is of the essence in the Work provided for in these Contract Documents. Further, there will be, on the part of the District, considerable monetary damage in the event the Work provided for in these Contract Documents is not completed by the Contractor within the time fixed for Substantial Completion of the Work. The District and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, the District and Contractor agree that as liquidated damages for delay, Contractor shall pay \$2,500 per calendar day, for each and every day that the time consumed in substantially completing the work extends beyond and above the Substantial Completion date as stated in Article 3 of the Contractor Agreement, except as extended under the contract. This amount shall in no event, be considered as a penalty or otherwise but as liquidated and adjusted damages of the District because of said delay (actual damages as of the date hereof being unascertainable) and the Contractor and sureties of the Contractor upon the performance and payment bonds of the Contractor shall be liable therefor. Provided further, that such liquidated damages, if any, may be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties of the Contractor, if any, shall be liable therefor.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the District Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the District to the Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Applications for Payment, the Contractor shall submit to the Contract Administrator and the Engineer a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Contract Administrator and the Engineer may require. This schedule, unless objected to by the Contract Administrator or the Engineer, shall be used only as a basis for the Contractor's Applications for Payment.

9.3 APPLICATION FOR PAYMENT

9.3.1 After the twenty-fifth (25th) day of the month, the Contractor shall submit to the Contract Administrator and the Engineer an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the District, the Contract Administrator, or Engineer may require, and reflecting retainage, if any as provided elsewhere in the Contract Documents.

9.3.2 Payment will not be made on account of materials or equipment not incorporated in the Work.

9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the District either by incorporation in the Construction or upon the receipt of payment by the Contractor, whichever occurs first free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.3.3.1 All Applications for Payment shall be submitted to the Contract Administrator, the District, and the Engineer, with supporting documentation as may be reasonably required by District to assure appropriate payment to all subcontractors and material men, in the form approved by the District. Such supporting documentation shall include but not be limited to waivers of liens and a sworn statement to the effect that all labor and materials included in the Application for Payment have been paid by the Contractor, unless otherwise listed. The sworn statement shall be on a standard form approved by the District which lists unpaid amounts, if any, to laborers, material suppliers and subcontractors. Certificates of Payment will not be processed for payment unless sworn statements are submitted with request for payment. Applications for Payment shall include each such item or heading determined by Paragraph 9.2, the percentage of completion of each such item or heading, the total amount of Work provided as of date of application of each such item or heading, the total amount of Work previously paid for each item or heading, the amount of Work required for each item or heading and such other information as the District may direct. In addition to the above, the Contractor, as a condition precedent to any progress of final payment to be made hereunder shall comply with Florida Mechanics' Lien Laws, Chapter 713, Florida Statutes, now existing or as may hereafter be amended ("**Mechanics' Lien Law**"). To the extent that there is a conflict between the obligations of District under the Contract Documents and the obligations of the District under the Mechanics' Lien Law (which obligations under the Mechanics' Lien law are imposed in order to afford District its protections under said law), the obligations of District under the Mechanics' Lien Law shall prevail. The District shall withhold 5% retainage on each Application for Payment in accordance with section 218.735 (8) (b), Florida Statutes. The General Contractor shall pay any subcontractors in accordance with the retainage provisions outlined in section 218.735 (8), Florida Statutes.

9.3.4 A sworn “Contractor’s Affidavit” shall be submitted with each payment request in sufficient form for the District to determine Contractor’s right to payment in compliance with the Florida Mechanics’ Lien Law. Each payment request shall include properly executed waivers of lien in conformity with the information set forth on the properly completed Contractor’s Affidavit. In the event that the Contract Administrator, the Engineer and the District are satisfied with the Contractor’s payment procedures, Engineer may accept partial waivers of the lien of subcontractors and suppliers who were included in the immediate preceding payment. Contractor shall submit the waivers on a current basis, but Engineer may not allow subcontractors and suppliers to be no more than one payment late in their partial waivers.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Engineer will, within fourteen (14) days after the receipt of the Contractor’s Application for Payment, either issue a Certificate for Payment to the District, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor in writing her reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the District, based on her observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of her knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in her Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Engineer shall not thereby be deemed to represent that she has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that she has reviewed the construction mean; methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the Engineer has issued a Certificate for Payment, the District shall deliver the Certificate for Payment to the Developer and the Developer shall make payment on behalf of the District in the manner and within the time provided in the Contract Documents.

9.5.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the District, out of the amount paid to the Contractor on account of such Subcontractor’s work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s work. The Contractor shall, by an appropriate agreement with each subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

9.5.3 The Engineer may, on request and at her discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Engineer on account of Work done by such Subcontractor.

9.5.4 Neither the District, the Developer, nor the Engineer shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

9.5.5 No Certificate for Payment, progress payment, or any partial or entire use or occupancy of the Project by the District, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.6 PAYMENTS WITHHELD

9.6.1 The Engineer may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the District, if in his opinion he is unable to make representations to the District as provided in Subparagraph 9.4.2. If the Engineer is unable to make representations to the District as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, she will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which she is able to make such representations to the District. The Engineer may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate of Payment previously issued, to such extent as may be necessary in her opinion to protect the District from loss because of:

- .1 defective Work not remedied,
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims,
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
- .5 damage to the District, the City, or another contractor,
- .6 reasonable evidence that the Work will not be completed within the Contract time, or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the basis for withholding her Certificate as outlined in Subparagraph 9.6.1 is removed, the Engineer shall certify for payment the related amounts for which payment has been properly requested.

9.7 FAILURE OF PAYMENT

9.7.1 If the Developer does not pay the Contractor on behalf of the District within ten (10) days after the date of payment established in the Contract Documents any amount to which no written objection has been made by the District, the Developer, or the Engineer then the Contractor may upon seven (7) additional days written notice to the District, stop the Work until payment of the amount owing has been received. The Contract shall be increased by the amount of the Contractor's reasonable cost of shut down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the District, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall

prepare for submission to the Engineer and the Contract Administrator a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the Engineer and the Contract Administrator on the basis of an inspection determine that the Work or designated portion thereof is substantially complete, the Engineer will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the District, the Developer, and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the District and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Engineer, the Developer shall make payment on behalf of the District, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer and the Contract Administrator will promptly make such inspection and, when the Engineer finds the Work acceptable under the Contract documents and the Contract fully performed, she will promptly issue a final Certificate for Payment stating that to the best of her knowledge, information and belief, and on the basis of his observations and inspection, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled. Notwithstanding anything in the Contract seemingly to the contrary, the Work shall be acceptable for maintenance, or approved for full operation, by all applicable governmental entities.

9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Engineer and the Contract Administrator (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the District might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment and (3), if required by the District, other data establishing payment or satisfaction for all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the District. If any Subcontractor refuses to furnish a release or waiver required by the District or the Developer, the Contractor may furnish a bond satisfactory to the District and the Developer to indemnify the District and the Developer against any such lien and to assure payment of such claim. If any such claim or lien remains unsatisfied after all payments are made, the Contractor shall refund to the Developer all moneys that the latter may be compelled to pay in discharging such lien and so satisfying such claim, including all costs and reasonable attorneys' fees.

9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Engineer and Contract Administrator so confirm, the Developer shall, upon application by the Contractor and certification by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, the written consent

of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer and the Contract Administrator prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.9.4 The making of final payment shall constitute a waiver of all claims by the District except those arising from:

- .1 unsettled liens or claims of third parties,
- .2 faulty or defective work appearing after Substantial Completion,
- .3 failure of the Work to comply with the requirements of the Contract Documents, or
- .4 terms of any special warranties required by the Contract Documents.

9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSON AND PROPERTY

10.2.1 The Contractor shall take all responsible precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- .1 all employees on the Project and all other persons who may be affected thereby;
- .2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury or loss. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Notwithstanding any provisions in the Contract to the contrary, the risk of loss on all materials and equipment incorporated in the Project or stored on the site shall be borne by the Contractor, who shall have the duty to protect the Project against damage, vandalism and malicious mischief.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, any materialman, or anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the District or Engineer or anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.17.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the District, the Contract Administrator, and the Engineer.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.2.8 The Contractor shall conduct his work so as to interfere as little as possible with private business or public travel. He shall, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and he shall be liable for all damages occasioned in any way by his act or neglect or that of his agents or employees. The Contractor shall be responsible for the maintenance of traffic. If required by the Engineer, special policemen shall be used.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 During the term of the contract, the Contractor shall, at its own expense, purchase and maintain the following insurance in companies properly licensed in the state of Florida and satisfactory to the District:

- .1 Workers and Workmen's Compensation including occupational disease and employer's liability insurance.
 - a. Statutory-amounts and coverages required by Florida law.
 - b. Employer's liability-at least one million dollars (\$1,000,000.00) per each accident.
- .2 Comprehensive General Liability, including coverage for direct operations, sublet Work, contractual liability and completed operations and products liability with limits not less than those stated above.
 - a. Bodily injury liability-including personal injury of one million dollars (\$1,000,000.00) for each person and two million dollars (\$2,000,000.00) per occurrence.
 - b. Property damage liability of one million dollars (\$1,000,000.00) for each occurrence and one million dollars (\$1,000,000.00) in the aggregate.

Property Damage Liability Insurance shall include broad form coverage. Completed operations liability insurance shall continue in force for one year after the final acceptance of the Work.
- .3 If any of the Work is subcontracted, Contractor's Protective Liability Insurance with limits and specified above at 11.1.1.1 and 11.1.1.2.
- .4 Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned and hired vehicles, for limits not less than listed below.
 - a. Bodily injury liability of one million dollars (\$1,000,000.00) for each person and two million dollars (\$2,000,000.00) for each occurrence.
 - b. Property damage liability of five hundred thousand dollars (\$500,000.00) for each occurrence.
- .5 In addition to all coverage above, the Contractor shall furnish Excess Liability Insurance covering all risks noted above, in the minimum amount of two million dollars (\$2,000,000.00) in the aggregate. Liability insurance for the comprehensive general liability and comprehensive automobile liability policies required above may be furnished for the full limits required or by combining the limits on such policies with the limits offered by the required Excess Liability Insurance policy.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. All insurance shall be in the form of "occurrence" type insurance which shall provide coverage for all claims arising from events occurring during the term of the required policies regardless of when such claim is made. All

insurance shall remain in force until date of final payment and shall name the District and the Developer as additional insureds.

11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 4.17.

11.1.4 Certificates of Insurance Acceptable to the District shall be filed with the District prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or modified until at least thirty days' prior written notice has been given to the District and shall reflect that the District and the Developer are additional named insureds under all required policies.

11.2 DISTRICT'S LIABILITY INSURANCE

11.2.1 The District shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Contractor waives all rights against (1) the District and his Subcontractors, Sub-subcontractors, agents and employees, (2) the Developer and its consultants, agents, and employees, and (3) the Engineer and separate contractors, if any, and their sub-contractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by any property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the District as trustee. The Contractor, as appropriate, shall require of the Engineer, separate contractors, Subcontractors, and Sub-subcontractors by appropriate agreements, written where legally required for validity similar waivers each in favor of all other parties enumerated in this Subparagraph 11.3.1. All waivers of rights against the District under the terms of this Article 11, "Insurance", shall be deemed to include waivers of such rights against District's officers and employees.

11.3.2 The District as trustee shall have power to adjust and settle any loss with insurers.

11.4 LOSS OF USE OF INSURANCE

11.4.1 The District, at its option, may purchase and maintain such insurance as will insure it against loss of use of its property due to fire or other hazards, however caused. The District waives all rights of action against the Contractor for loss of use of its property, including consequential losses due to fire or other hazards however caused, to the extent covered by insurance, if any, obtained under this Paragraph 11.4. Provided, however, any such waiver of rights of action against the Contractor shall only be effective to the extent consistent with the District's insurance policies.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the District, the Developer, and the Engineer, issued after execution of the Contract, authorizing a change in the Work or an adjustment

in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The District, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the District resulting from a change in the Work shall be determined in one or more of the following ways:

- .1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .3 by the method provided in Subparagraph 12.1.4.

12.1.4 If none of the methods set forth in Clauses 12.1.3.1, 12.1.3.2 or 12.1.3.3 is agreed upon, the Contractor, provided he receives a written order signed by the District, shall promptly proceed with the Work involved. The cost of such work shall then be determined by the Engineer on the basis of the reasonable expenditures and savings of those performing the Work attributable to the Change. In such case, and also under Clauses 12.1.3.3 and 12.1.3.4 above, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with the appropriate supporting data for inclusion in a Change Order. Unless otherwise provided, in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the District, payments on account shall be made on the Engineer's Certificate for Payment. The amount of credit to be allowed by the Contractor to the District for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Engineer. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change. The allowable percentage on Change Orders of the combined Contractor's and Subcontractor's profit and overhead shall not exceed twenty percent (20%) of the direct labor and material costs of the Work reflected by such Change Order.

12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the District or the Contractor, the applicable unit prices shall be equitably adjusted.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature,

differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions. Notwithstanding the foregoing, however, differing soil types found below the surface of the ground shall not constitute a concealed condition for which an adjustment to the Contract Sum shall be made.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Engineer and the Contract Administrator written notice thereof within twenty (20) days after the occurrence of the event giving raise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the District and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.2.8, (2) any order by the District to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written order for a minor change in the Work pursuant to Paragraph 12.4, or (4) failure of payment by the District pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Subparagraph 12.3.1.

12.3.3 If the District directs the Contractor, directly or indirectly, to perform Work as part of the Contract Documents, which Work the Contractor believes is not included therein, the Contractor shall advise the District in writing setting forth, in detail, the reasons for the Contractor's contention. Pending further advice from the District, the Contractor shall not proceed with the Work in dispute. After the District has investigated the reasons for the Contractor's contentions, and the District still believes that the disputed Work should be performed by the Contractor, the District will so advise the Contractor. Upon receipt of such advice from the District, the Contractor shall proceed with the disputed Work, forthwith, but the Contractor may, at the same time, advise the District he is doing so under protest. If it is determined by the Engineer that the Contractor is entitled to sums in addition to the Contract Sum on account of such disputed Work, then the District shall escrow the cost of said additions and said amount shall be disbursed upon final decision of the appropriate court of law. Upon payment to the escrow account of such sum, the Contractor waives any right to a lien on any portion of the Project for said sum. If the Engineer determines that the Contractor is not entitled to additions to the Contract Sum, no sum shall be escrowed and the Contractor shall be authorized to pursue his claim in a court of law. In any event, the Contractor shall proceed with the disputed Work during the pendency of any dispute as to his claim for additions to the Contract Sum.

12.4 MINOR CHANGE IN THE WORK

12.4.1 The Engineer, in coordination with the Contract Administrator, will have authority to order minor change in the Work not involving an adjustment in the Contract Sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the District and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Engineer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for her observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Engineer has not specifically requested to observe prior to being covered, the Engineer may request to see such work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the District. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the District or a separate contractor as provided in Article 6, in which event the District shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Engineer as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Engineer's additional services made necessary thereby.

13.2.2 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the District of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the District to do so unless District has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. In any case wherein fulfilling the requirements of the Contract or of any warranty embraced in or required thereby the Contractor disturbs any Work under the Contract, he shall restore this disturbed Work to a condition satisfactory to the District and the extent provided by manufacturers' or materialmen's or subcontractors' warranties, he shall warrant such restored Work to the same extent as it was originally warranted under the Contract. The provision in this subparagraph regarding the survivability after termination of the Contract of the obligation to correct defective or improper Work shall not be construed to limit the survivability after termination of any other obligation under the Contract with is contemplated to be performed after the termination of the Contract.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1 and 13.2.2, unless removal is waived by the District.

13.2.4 If the Contractor fails to correct defective or non-conforming Work as provided in Subparagraphs 4.5.1, 13.2.1 and 13.2.2, the District may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Engineer, the District may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the District may upon ten (10) additional days of written notice sell such Work at auction or private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the

Engineer's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the District.

13.2.6 The Contractor shall bear the cost of making good all work of the District or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the District and the Developer prefer to accept defective or non-conforming Work, they may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If through no fault of Contractor, the Developer fails to pay Contractor any sum finally determined under the Contract to be due, then Contractor may, upon fourteen (14) days written notice to District (and provided the Developer does not within such notice period pay such sum) terminate the Contract. Upon such termination, Contractor shall be entitled to payment for all Work performed according to its pro rata share of the Contract Sum (based on work completed in relation to all Work required under the Contract Documents). The provisions of this Paragraph shall not relieve the Contractor of its obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the District.

14.1.2 In no event shall Contractor be entitled to recovery of damages or restitution in excess of the Contract Sum.

14.2 TERMINATION BY DISTRICT

14.2.1 District shall have the right to terminate the Contract upon failure of Contractor to cure any of the following defaults after fourteen (14) calendar days written notice:

- .1 Failure to commence the Work in accordance with the provisions of the Contract.

- .2 Failure to prosecute the Work to completion thereof in an efficient workmanlike, skillful, careful manner and in strict accordance with Contract Documents.
- .3 Failure to use adequate amount and quality of personnel or equipment to complete the Work without undue delay.
- .4 Allowing any condition to exist which will prevent the completion of the Work within the time specified in the Contract Documents or any extension thereof.
- .5 Failure to perform any of its obligations under the Contract Documents.
- .6 Failure to make prompt payments to its subcontractors, professional consultants, materialmen, or laborers.

In the event of the occurrences described above, the District may do one or more or the following at its sole option:

- .7 Terminate the Contract.
- .8 Exclude the Contractor from the site and take possession of the tools and equipment used by Contractor (without liability of the Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site, or for which the District has paid Contractor and which are stored elsewhere and finish the Work as District may deem expedient.

14.2.2 Where Contractor's services have been terminated by District, termination shall not affect any rights of District against Contractor then existing or which may thereafter accrue. In particular, without limiting the generality of the foregoing, by such termination, the District shall not be deemed to have waived any rights to insist upon timely submittal of any claims by Contractor. Any retention or payment of money due Contractor by District will not release Contractor from liability.

14.2.3 In the event of termination by District, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the direct and indirect cost of completing Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the District. In finishing the Work, the District shall seek competitive bids for the Work performed, provided he shall not be required to obtain the lowest price for the Work performed.

14.2.4 In the event of a breach of the Contract by the Contractor in a manner other than a failure to substantially complete the Work within the time prescribed in the Contract Documents, the District shall be entitled to recover all damages incurred by the District as a result of said breach. In the event of such breach, District shall have the right to offset against any retainage or any other amounts due the Contractor any damages that the District has incurred. In the event of such breach, the District shall be paid for all costs, plus reasonable attorneys' fees (including attorneys' fees and costs for all appeals and administrative proceedings) resulting from the enforcement of the Contract through legal proceedings or otherwise. Any and all suits for any and every breach of the Contract shall be instituted and maintained in any court of competent jurisdiction.

ARTICLE 15

MISCELLANEOUS

15.1 The Contractor shall be required as a condition of payment to execute any certificates, payment application or other documents required by applicable construction loan or bond financing which will provide a source of funds for the payment of the Contract Sum. Further, to the extent that any construction loan agreement or bond documents (relating to such construction loan or bond financing) conflict with any of the provisions of the Contract Documents, such construction loan agreement or bond documents shall prevail. By way of illustration and not limitation, the Contractor agrees that:

- .1 All time periods, procedures, required documents, and other conditions of, or relating to, Payments and Completion under Article 9, hereof; and
- .2 The form, content, and named insured under any required insurance policies under Article 11, hereof,

shall be superseded by any conflicting provisions set forth by such construction loan agreement and/or bond documents.

15.2 In connection with the performance of the Work under the Contract, the Contractor agrees not to discriminate against any subcontractor, employee or applicant for employment because of race, sex, religion, color, national origin or physical handicap. The Contractor will take affirmative action to ensure that applications are employed, and that employees are treated during employment without regard to race, color, physical handicap, religion, sex or national origin. The aforesaid provisions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. The Contractor further agrees to insert the foregoing provision in all contracts hereunder, including contracts or agreement with labor unions and/or worker's representatives, except subcontractors for standard commercial supplies or raw materials.

15.3 **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.

15.4 **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.

15.5 E-Verification.

Pursuant to Section 448.095(2), Florida Statutes, 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.

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.

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.

15.6 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.



Exhibit "B"



RUSTIC OAKS CDD 16-INCH FORCE MAIN CONSTRUCTION PROJECT RFP

PREPARED FOR

City of Venice

DATE

August 9, 2024

**PALMETTO
Corporate Office**
2719 17th St. East
Palmetto, FL 34221

WEST PALM BEACH
7233 Southern Blvd
Suite B-1
West Palm Beach, FL 33413

TAMPA
12814 Dupont Circle
Building B, Suite 4-A
Tampa, FL 33626

☎ 941.722.0621
📠 941.722.1382
CG 1534995 CU 1225581



LETTER OF INTEREST

August 9, 2024

RE: Rustic Oaks CDD 16-Inch Force Main Construction Project RFP

Dear Members of the Selection Committee,

TLC Diversified, Inc. is pleased to submit our Rustic Oaks CDD 16-Inch Force Main Construction Project bid. As one of Florida's largest privately held construction firms, we specialize in delivering complex infrastructure projects on time and within budget. We understand that this project involves installing a new force main to enhance the city's wastewater management capabilities.

We Have Extensive Experience in Municipal Water and Wastewater Infrastructure Projects: For nearly four decades, our firm has been doing exactly that: constructing water and wastewater-related infrastructure projects for municipal clients across Florida. Since 1985, we have successfully completed over 1,000 projects totaling \$850M in revenue through various delivery methods, including design-build, design-bid-build, CMAR and privately negotiated contracts. Our firm can bond up to \$85M for a single project, and we carry a \$225M aggregate program, reducing your risk on this project from day one.

You Already Know Us and We Have Built a Great Rapport Over the Years: Our firm has completed 25 projects totaling more than \$20M in value for the City of Venice and Sarasota County, with the earliest project dating back to the late 1990s. This longstanding partnership has granted us a deep familiarity with local regulations and permitting, as well as your community needs and goals for the future. With this successful track record with these agencies, we are committed to maintaining the high standards of quality and reliability that you expect. We look forward to continuing our role as a trusted partner in the region's development for years to come.

A Proven Team - Committed to Excellence: Our team, led by Dalas Lamberson as Principal-In-Charge, and Chris Marrero as Project Manager, are skilled experts in water infrastructure projects, including pipelines and pump stations. In fact, Chris Marrero is the Project Manager currently constructing the **Rustic Road Knights Trail Pump Station** that this forcemain will be servicing. With our involvement and understanding of the ongoing pump station project, coupled with our experience on similar HDD projects throughout the State of Florida, you can rest assured that this project will be delivered safely and on schedule. Our staff prides itself on maintaining a "big picture" approach to construction, ensuring that every decision aligns with your overall project goals. We excel in finding creative, cost-effective solutions that keep projects on schedule without compromising quality, and our extensive experience working as a team ensures seamless execution from start to finish.

As a tried and proven local team, we are excited about the opportunity to serve the City of Venice with this Rustic Oaks CDD 16-Inch Force Main Construction Project. Please do not hesitate to contact us if we can provide additional information.

Sincerely,
TLC Diversified, Inc.

A blue ink signature of Dalas Lamberson, written in a cursive style.

Dalas Lamberson
TLC Diversified, Inc.
President and Chief Executive Officer



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THE TLC TEAM BRINGS

**EXTENSIVE DIRECTIONAL
DRILLING AND PIPELINE
CONSTRUCTION EXPERIENCE
WITH MUNICIPAL AND PRIVATE
OWNERS ACROSS FLORIDA**

**KNOWLEDGE AND
UNDERSTANDING OF THE RUSTIC
ROAD KNIGHTS TRAIL PUMP
STATION**

**EXECUTIVE AND SITE
LEADERSHIP BY INDUSTRY
EXPERTS IN MUNICIPAL WATER
INFRASTRUCTURE**

**OUR TEAM IS LOCAL TO THE
SARASOTA COUNTY AREA**

**ONE OF THE BEST
PRECONSTRUCTION TEAMS
IN THE INDUSTRY WITH
UNMATCHED KNOWLEDGE OF
MARKET TRENDS**

**MULTIPLE PROJECTS
COMPLETED TOGETHER WITH
OUR HDD CONTRACTOR**



COMPANY INFORMATION

Company Information

1. Name of company (including any “Doing Business As” names)

TLC Diversified, Inc.

2. Headquarters/parent company locations

TLC Diversified, Inc.
2719 17th St. East,
Palmetto, FL 34221

3. Local address and telephone number

TLC Diversified, Inc.
2719 17th St. East,
Palmetto, FL 34221
941-722-0621

4. History of the company, and list of substantially similar projects

Since our founding in 1985, TLC has gone from a small utility contractor performing simple lift station rehabilitation projects and miscellaneous treatment plant infrastructure projects to a full-service General Contractor specializing in pipelines, pump stations and water and wastewater treatment facility projects.

To date we have successfully completed over 1,000 projects totaling \$850M!

We have installed hundreds of thousands of feet of pipeline utility forcemain and watermain projects all over the state of Florida through various methods including open trench and directional drilling. In the state of Florida our team holds the record for the longest and largest diameter continual subaqueous directional drill using 30” Fusible PVC pipe. We performed this project a couple years ago for Pinellas County.

5. Listing or other evidence of applicable Florida Business Licenses

See Tab 5.

6. Proof of applicable insurance

See Tab 2.

7. List of any outstanding litigation that would threaten the viability of the Proposer or the performance of services

We are proud to report that we have nothing to note for this requirement as we have had no claims, litigation or arbitrations that would threaten the viability of the Proposer or the performance of services.



SEWRF Reclaim Water Pump Back Station and Forcemain



REFERENCES

References. All Proposers must submit a list of at least 3 references, including the name of the client entity, the general scope of work performed, the client's general location, and the name, email, and phone number of a contact person.

Project Name: Boca Ciega Bay Subaqueous Pipeline Crossing

Client: Pinellas County Utilities

General Scope: Installation of 6,000 feet of 24" new sewage forcemain via directional drilling and open-cut trench

Location: Pinellas County, FL

Contact Name/Email/Phone: Francisco Bohorquez, P.E. | francisco.bohorquez@aecom.com | 813.494.2672



Project Name: Lift Station #45 Forcemain Replacement

Client: City of Clearwater

General Scope: Installation of 5,000 feet of 16" new sewage forcemain via directional drilling and open-cut trench

Location: City of Clearwater, FL

Contact Name/Email/Phone: Todd Kuhnel | todd.kuhnel@myclearwater.com | 727.562.4798



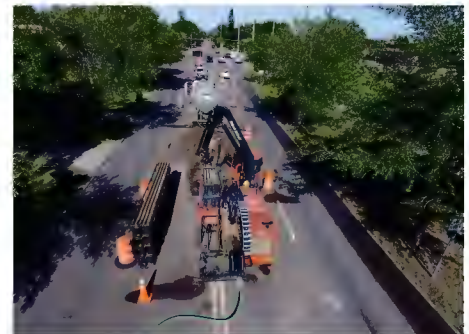
Project Name: Sludge Transfer Forcemains and Pump Stations

Client: City of St. Petersburg

General Scope: Construction of two new pump stations and the installation of 40,000 feet of new sludge forcemains via directional drilling and open-cut trench

Location: City of St. Petersburg, FL

Contact Name/Email/Phone: Mark Laney | mark.laney@stpete.org | 727.893.7671



Project Name: SEWRF Reclaim Water Pump Back Station and Forcemain

Client: Manatee County Utilities

General Scope: Construction of a new pump station as well as 4,000 feet of new 30" and 24" forcemain installed via micro-tunnelling operations and open-cut trench

Location: Manatee County, FL

Contact Name/Email/Phone: Chris Collins | chris.collins@mymanatee.org | 941.920.2083





TAB 1 - LOCATION AND PERSONNEL

CITY OF VENICE





LOCATION AND PERSONNEL

Locations of the firm's headquarters or permanent office in relation to the project.

TLC DIVERSIFIED, INC.
2719 17th Street East, Palmetto, FL 34221
941.722.0621

Our corporate headquarters is conveniently located only 20 miles from the project site. Our close proximity allows us to respond quickly and efficiently to any needs that may arise during the duration of the project.

Capabilities and experience of key personnel, including the project manager and field supervisor

We have hand-selected a team with extensive experience in underground utility work, all of whom are **PREPARED, AVAILABLE AND COMMITTED TO SERVING THE DISTRICT**. Many from this team are the same staff actively building the Rustic Road Knights Trail Pump Station project.

Present ability to manage this project and evaluation of existing workload

As an established Florida contractor, TLC Diversified is a successful and growing organization. We continuously monitor the current market seeking opportunities to bid and to participate in opportunities for our best clients. We also have a focused internal program to manage our staffing to meet our workload and delivery demands. This program enables our business leaders to target specific projects to bring challenging construction projects to our employees, but also manage our staffing such that we can commit to meeting our client's critical construction milestone dates. This tool enables our team to commit high-quality staff and assure their availability for this project.


Our team is available immediately upon selection. From there, and beginning with your scheduled project award, our key personnel are prepared, available and committed to serving the District's needs. For your convenience, our current workload has been provided below:

With 22 total crews in our construction workforce we do not currently anticipate our current and ongoing projects to have any impact on our ability to serve the District and will commit all necessary resources to ensure your project needs are met.


Proposed staffing levels

As a team of professionals with years of successful project delivery to our credit, we pride ourselves in delivering projects that not only meet, but exceed our clients' expectations. Since 1985, our firm has grown to a team of over 110 employees, providing us with the ability to address any and all of your project needs. An overview of our current staffing levels is as follows:


Role	Total Staff Count
Executive	4
Project Management	13
Superintendents	22
Preconstruction	4
Services	6
Clerical/Admin	66
Skilled & General Labor	




DALAS LAMBERSON
Principal-in-Charge




CHRIS MARRERO
Project Manager




ERIC MACEK
Substitute Project Manager;
Director of Preconstruction Services



ROBERT LACHANCE
Construction Manager



DENNIS ST. PIERRE
Superintendent Pipeline and
Pump Station



RON ROOK
Safety Director



LOCATION AND PERSONNEL

WORK ON HAND



PROJECT NAME	OWNER	LOCATION	CONTACT NAME	CONTACT NUMBER	CONTRACT AMOUNT	% COMPLETE	FINISH DATE
Kermit Lewin RO Facility	FKAA	Stock Island, FL	David Hackworth	(502) 541-5385	\$41,876,777	85%	March 2024
ECR Headworks & Aeration	City of West Palm Beach	West Palm Beach, FL	Paul Bassar	(561) 822-2100	\$24,167,777	62%	September 2025
SWRF Building	Orange County Utilities	Orlando, FL	Terra Reffitt	(407) 254-9555	\$5,097,194	80%	October 2024
Lift Station 5133 Conversion	Palm Beach County Utilities	West Palm Beach, FL	Duane Palumbo	(561) 493-6087	\$4,438,000	97%	September 2024
Missionary Village Lift Station	Manatee County Utilities	Bradenton, FL	Brett Gocka	(941) 708-7450	\$4,958,112	70%	December 2024
Rustic Road Knights Trail Lift Station	Meritage Homes of Florida, Inc.	Venice, FL	Chris Gonzales	(480) 515-7941	\$4,058,000	60%	December 2024
Lift Stations 1M, 12A, 13A Electrical	Manatee County Utilities	Bradenton, FL	Brett Gocka	(941) 708-7450	\$7,098,784	18%	June 2025
Lift Station #16 Replacement	City of Clearwater	Clearwater, FL	Todd Kuhnel	(727) 224-6702	\$7,933,000	33%	March 2025
Lift Station #63 Rehab	City of St. Petersburg	St. Pete, FL	Adam Williams	(727) 551-3186	\$6,491,000	13%	May 2025
Master Pump Station #100	City of Cape Coral	Cape Coral, FL	David Wilcox	(813) 636-2198	\$11,896,000	55%	April 2025
Charlotte & Village Irrigation Pump Stations	Kitson & Partners	Babcock Ranch, FL	Tiffany Taylor	(239) 449-2404	\$11,030,000	18%	June 2025
CHWA Reverse Osmosis WTP Expansion	Charlotte Harbor Water Association	Punta Gorda, FL	Christian Colarusso	(239) 777-4299	\$12,755,922	14%	October 2025



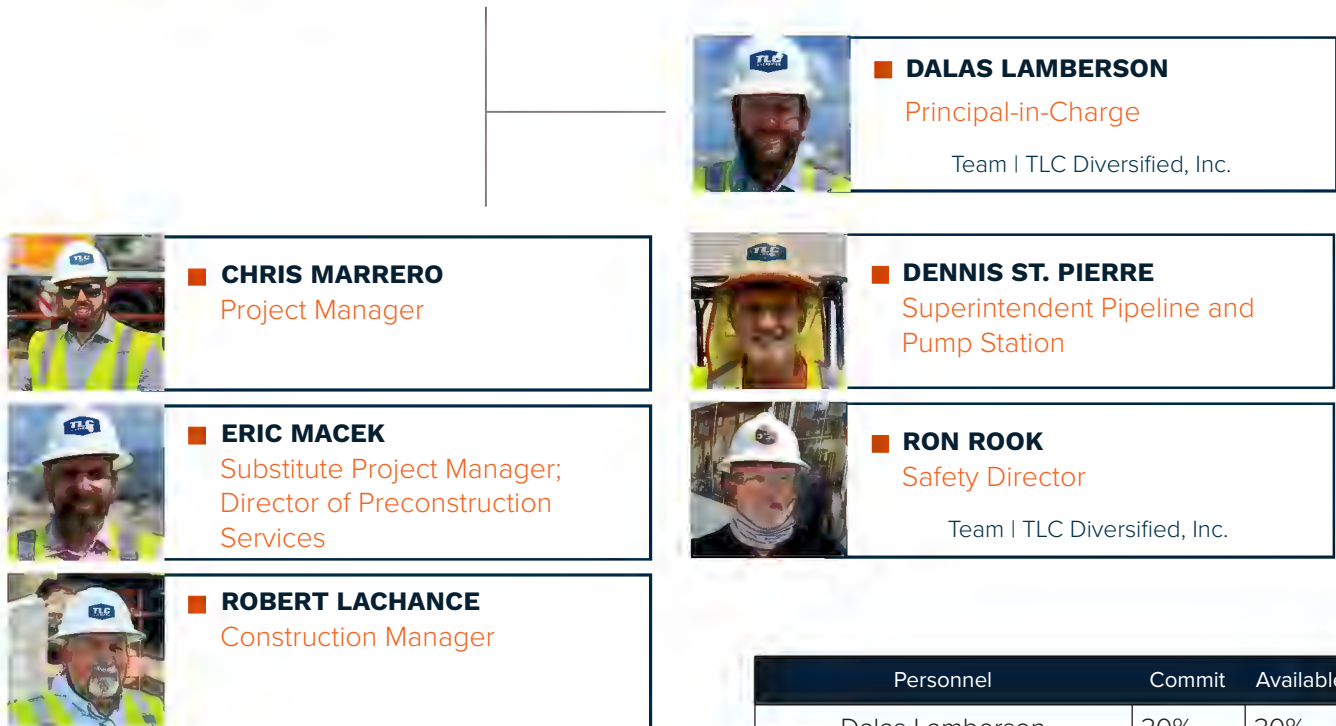
LOCATION AND PERSONNEL

This page contains a brief overview of TLC’s staff hierarchy and organizational structure as well as a breakdown of the availability of project staff.

The following pages provide a summary of each of our proposed key team member’s experience and qualifications.

ORGANIZATION CHART

Each of our proposed team members have experience working together to design, build and improve water infrastructure across the state of Florida!



Personnel	Commit	Available
Dalas Lamberson	30%	30%
Chris Marrero	75%	75%
Eric Macek	60%	60%
Robert Lachance	50%	50%
Dennis St. Pierre	100%	100%
Ron Rook	15%	15%



LICENSES AND CERTIFICATIONS

Certified General Contractor #1534995
Primavera CPM Training
Construction Estimating Institute Graduate
Construction Management Institute Graduate
OSHA 10HR Certified

DALAS LAMBERSON, CGC, Principal-in-Charge

With TLC for 24 years, Dalas brings extensive experience and knowledge of water and wastewater treatment plants and utility infrastructure facilities. He has successfully estimated and overseen operations and coordination of over \$250M in treatment plant projects in Florida. He has played a vital role in making TLC what it is today by assembling a premier team of expert construction professionals

KEY PROJECT HIGHLIGHTS:

- Manatee County SEWRF Pump Back, Manatee County, FL
- Winter Garden Western Storage, Pumping and Transmission Facilities, Winter Garden, FL
- Oxford Water Treatment Plant, Wildwood, FL
- Waterset Reclaimed Water Storage Tank and Pump Station, Hillsborough County, FL
- FPUA Wastewater Conveyance System Redirection Progressive Design-Build, Fort Pierce, FL



LICENSES AND CERTIFICATIONS

Primavera CPM Training
Construction Estimating Institute Graduate
Construction Management Institute Graduate
OSHA 10HR Certified
OSHA 30-Hour Certified

CHRIS MARRERO, Project Manager

Chris is the Project Manager overseeing the Knights Trail Pump Station project. He has a civil engineering degree and over the years he has learned how to develop creative solutions to challenges and work with a team to deliver successful projects. He has experience in field work, estimating and project management, providing a holistic "big picture" view on project success. Chris has been a critical team member on a multitude of municipal water/wastewater treatment and commercial projects in Florida. He is extremely detail-oriented and makes a point to understand and incorporate the long-term needs of the Owners and Engineers he works with. He firmly believes problems are meant to be solved and can provide value engineering opportunities for the Owner, thereby adding value and cost savings to the project for the betterment of all involved.

KEY PROJECT HIGHLIGHTS:

- Manatee County SEWRF Pump Back, Manatee County, FL
- Florida Keys Aqueduct Authority (FKAA) Kermit H. Lewin RO Facility, Stock Island, FL
- Palm Beach County Optimization/Improvements Design-Build Phase 1 West Palm Beach, FL
- South County AWTP Phases 3 & 4, Hillsborough County, FL
- City of Bowling Green CDBG Utility Improvements, City of Bowling Green, FL



LICENSES AND CERTIFICATIONS

GC License: CGC1528398
Underground License: CUC1225581
OSHA 10 Hour Certification
First Aid/Blood Borne Pathogens Training
Confined Space Training

ERIC MACEK, CGC, CUC, Substitute Project Manager; Director of Preconstruction Services

Eric boasts 17 years of experience in commercial, residential, heavy civil, and industrial construction. Specializing in water and wastewater plant facilities, underground pipeline systems, and more, he's managed projects ranging from \$1M to \$114M. With expertise in estimating, scheduling, procurement, and quality control, Eric remains dedicated to projects until completion. Having estimated over 300 water and wastewater projects exceeding \$1 billion since 2007, he's well-versed in both hard bid and design-build projects, particularly in concrete and mechanical construction.

KEY PROJECT HIGHLIGHTS:

- Florida Keys Aqueduct Authority Reverse Osmosis Water Treatment Facility, Stock Island, FL
- City of Hollywood DIW 3 & 4 Pump Station Hollywood, FL
- Palm Beach County Optimization/Improvements Design Build Phase 1 West Palm Beach, FL
- Palm Beach County Optimization/Improvements Design Build Phase 2 West Palm Beach, FL
- FPUA Wastewater Conveyance System Redirection Progressive Design-Build, Fort Pierce, FL



LICENSES AND CERTIFICATIONS

OSHA 30HR Certified
Primavera CPM Training
Construction Management
Institute Graduate

ROBERT LACHANCE, Construction Manager

Robert has been actively building water and wastewater projects for 28 years. His role with TLC Diversified is Construction Manager, which affords him the opportunity to put to task his vast knowledge and skillset when it comes to the design, construction, and commissioning of wastewater and water infrastructure projects. Robert oversees and directs the successful delivery of each project for TLC by way of working closely with TLC Project Managers, Superintendents, and TLC's in-house Safety Director. The quality of construction and challenges relating to constructability is what Robert prides himself on within the firm.

KEY PROJECT HIGHLIGHTS:

- Manatee County SEWRF Pump Back, Manatee County, FL
- Winter Garden Western Storage, Pumping and Transmission Facilities, Winter Garden, FL
- Oxford Water Treatment Plant, Wildwood, FL
- Waterset Reclaimed Water Storage Tank and Pump Station, Hillsborough County, FL
- FPUA Wastewater Conveyance System Redirection Progressive Design-Build, Fort Pierce, FL



LICENSES AND CERTIFICATIONS

OSHA 30HR Certified
CPR/ First Aid Trained
Certified Trench Shoring
Specialist
MOT Certification
Confined Space Certified
OSHA Standard Cranes &
Rigging Certification

DENNIS ST. PIERRE, Superintendent Pipeline and Pump Station

As Superintendent, Dennis is responsible for the on-site supervision of construction. He brings over 27 years of expertise in the construction of challenging water and wastewater treatment plant projects - including completing over \$100M in water infrastructure here in Florida. From multi-million-dollar new treatment plants to existing treatment plant upgrades and retrofits, Dennis' diverse knowledge and skillset brings to our company and overall team a valuable understanding of the challenges and critical actions needing to be in place for a treatment plant project to succeed.

KEY PROJECT HIGHLIGHTS:

- Manatee County SEWRF Pump Back, Manatee County, FL
- Manatee County SEWRF Automatic Backwash Filters Refurbishment, Manatee County, FL
- Lift Station No. 42 Replacement, St. Petersburg, FL
- Columbus Waterworks Fort Benning Water Treatment Plant, Columbus, GA
- City of Moultrie Utilities Wastewater Treatment Plant Upgrade, Moultrie, GA



LICENSES AND CERTIFICATIONS

OSHA 30HR Certified
Certified OSHA Authorized
Construction Safety Trainer

RON ROOK, Safety Director

As Safety Director, Ron forms, monitors, and enforces company safety policies; schedules and monitors employee training; monitors project safety; purchases safety equipment and coordinates a safety incentive program. He has worked on hundreds of water and wastewater projects in his career, and will assist in the development, implementation, and interpretation of project procedures, including accident and fire protection programs. He is able to analyze needs quickly and efficiently, and determine specifications for protective safety equipment, materials, and gear. His involvement in the projects below included pre-project planning and site-specific safety plans, OSHA reporting, site visits and inspections, assisting site personnel with hazard communication, job hazard analysis, training, and toolbox talks.

KEY PROJECT HIGHLIGHTS:

- Manatee County SEWRF Pump Back, Manatee County, FL
- Winter Garden Western Storage, Pumping and Transmission Facilities, Winter Garden, FL
- Florida Keys Aqueduct Authority (FKAA) RO Water Treatment Facility / Stock Island, Florida
- Waterset Reclaimed Water Storage Tank and Pump Station, Hillsborough County, FL
- FPUA Wastewater Conveyance System Redirection Progressive Design-Build, Fort Pierce, FL



TAB 2 - BONDING CAPACITY, AVAILABLE EQUIPMENT, INSURANCE, AND WARRANTY

CITY OF VENICE





BONDING CAPACITY, AVAILABLE EQUIPMENT, INSURANCE, AND WARRANTY

ABILITY TO OBTAIN A PAYMENT AND PERFORMANCE BOND



NIELSON, MOSHOLDER ASSOCIATES
A NIELSON HOOVER GROUP COMPANY



July 29, 2024

Re: TLC Diversified, Inc.

To Whom It May Concern:

We are the bonding agent for TLC Diversified, Inc. Their Surety Company is Westfield Insurance Company. Westfield is Best Rated, A XV with local offices in Jacksonville, Florida.

We consider TLC Diversified, Inc. to be a valued client and Westfield has written numerous Performance/Payment bonds for them since 1988. We are willing to consider providing bond credit for any single project up to \$70 million within an aggregate program of \$200 million.

We are in a position to provide bonding for any project TLC Diversified, Inc. requests of us. All prior projects have been completed satisfactorily.

If you need any additional information, please call me.

Sincerely,
Westfield Insurance Company

A handwritten signature in blue ink, appearing to read "Don Bramlage".

Don Bramlage
Surety Bond Specialist

4380 St. Johns Parkway
Suite 100
Sanford, FL 32771
P: 407.330.3990
F: 407.330.3949
W: nielsonbonds.com



BONDING CAPACITY, AVAILABLE EQUIPMENT, INSURANCE, AND WARRANTY

AVAILABILITY OF EQUIPMENT NECESSARY FOR THE PROJECT

TLC DIVERSIFIED, INC. EQUIPMENT LIST RUSTIC OAKS CDD 16-INCH FM CONSTRUCTION PROJECT

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>TYPE</u>
2016	Cat.	416 F2	Combination Backhoe
2016	Komatsu	WA270-7	Front End Loader
2017	Wacker	BPU4045A	Plate Compactor
2020	Weber	RammerSRV620	Jumping Jack
2022	GMC	2500 Sierra	Crew Truck
2023	Deere	350-P Excavator	Excavator



BONDING CAPACITY, AVAILABLE EQUIPMENT, INSURANCE, AND WARRANTY

PROPOSER'S INSURANCE LIMITS - CERTIFICATE OF LIABILITY INSURANCE

Client#: 2300303		569TLCDI		DATE (MM/DD/YYYY) 4/05/2024		
ACORD™ CERTIFICATE OF LIABILITY INSURANCE						
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER McGriff Insurance Services 12485 28th Street N 3rd Floor St Petersburg, FL 33716 727 823-5551			CONTACT NAME: Theresa Cerf PHONE (A/C, No, Ext): 727 823-5551 FAX (A/C, No): 727-894-3339 E-MAIL ADDRESS: Theresa.Cerf@mcgriff.com			
INSURED TLC Diversified, Inc. 2719 17th St E Palmetto, FL 34221			INSURER(S) AFFORDING COVERAGE		NAIC #	
			INSURER A: Zurich American Insurance Company		16535	
			INSURER B: Allied World National Assurance Company		10690	
			INSURER C: Travelers Property Casualty Ins Co		25674	
			INSURER D: Continental Casualty Company		20443	
			INSURER E: Travelers Casualty & Surety Co of Ameri		31194	
			INSURER F:			
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:						
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liability \$1,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X X	3537998801	03/01/2024	03/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X X	35380008001	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X X	03141236	01/01/2024	03/01/2025	EACH OCCURRENCE \$5,000,000
C	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	X X	EX9W90874024NF	01/01/2024	03/01/2025	AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	3537998801	03/01/2024	03/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Installation		7037100866	04/01/2024	03/01/2025	5,000,000 Ea Job Site
E	Crime/Fiduciary		107067715	04/01/2024	03/01/2025	1,000,000 Transit/Stor
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Blanket Additional Insured on General Liability and Auto Liability on a Primary-Noncontributory basis. Blanket Waiver of Subrogation on General Liability, Auto Liability and Workers Compensation. Umbrella follows form. 30 Days' Notice of Cancellation will be endorsed when required by written contract.						
CERTIFICATE HOLDER			CANCELLATION			
****FOR BIDDING PURPOSES****			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE 			

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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
#S34146962/M34050168

TJICER



BONDING CAPACITY, AVAILABLE EQUIPMENT, INSURANCE, AND WARRANTY

PROPOSER'S INSURANCE LIMITS - CERTIFICATION OF BUILDER'S RISK POLICY



12485 28th Street North, 2nd Floor
St. Petersburg, FL 33718
Office: (727) 327-7070
Fax: (888) 632-8459

August 09, 2024

Rustic Oaks Community Development District, FL
Request for Proposals (RFP) for Knights Trail Road Force Main Construction Project
(City of Venice, FL)

To whom it may concern:

Please accept this letter as certification that we will secure a Builder's Risk policy with all required perils, if needed for this project. Coverage will be bound, and proof of coverage provided, when a definitive project start date is confirmed, so TLC Diversified is not paying premiums in advance of the project start date.

Sincerely,

A handwritten signature in black ink, appearing to read "Kyle Helmus".

Kyle Helmus
P&C Insurance Agent
W405235



BONDING CAPACITY, AVAILABLE EQUIPMENT, INSURANCE, AND WARRANTY

PROPOSER'S WARRANTY

TLC Diversified, Inc.'s warranty includes a one-year guarantee on the entire project, ensuring full coverage and support. Additionally, we provide an extended two-year warranty specifically for the directional drills to guarantee their long-term performance and reliability.

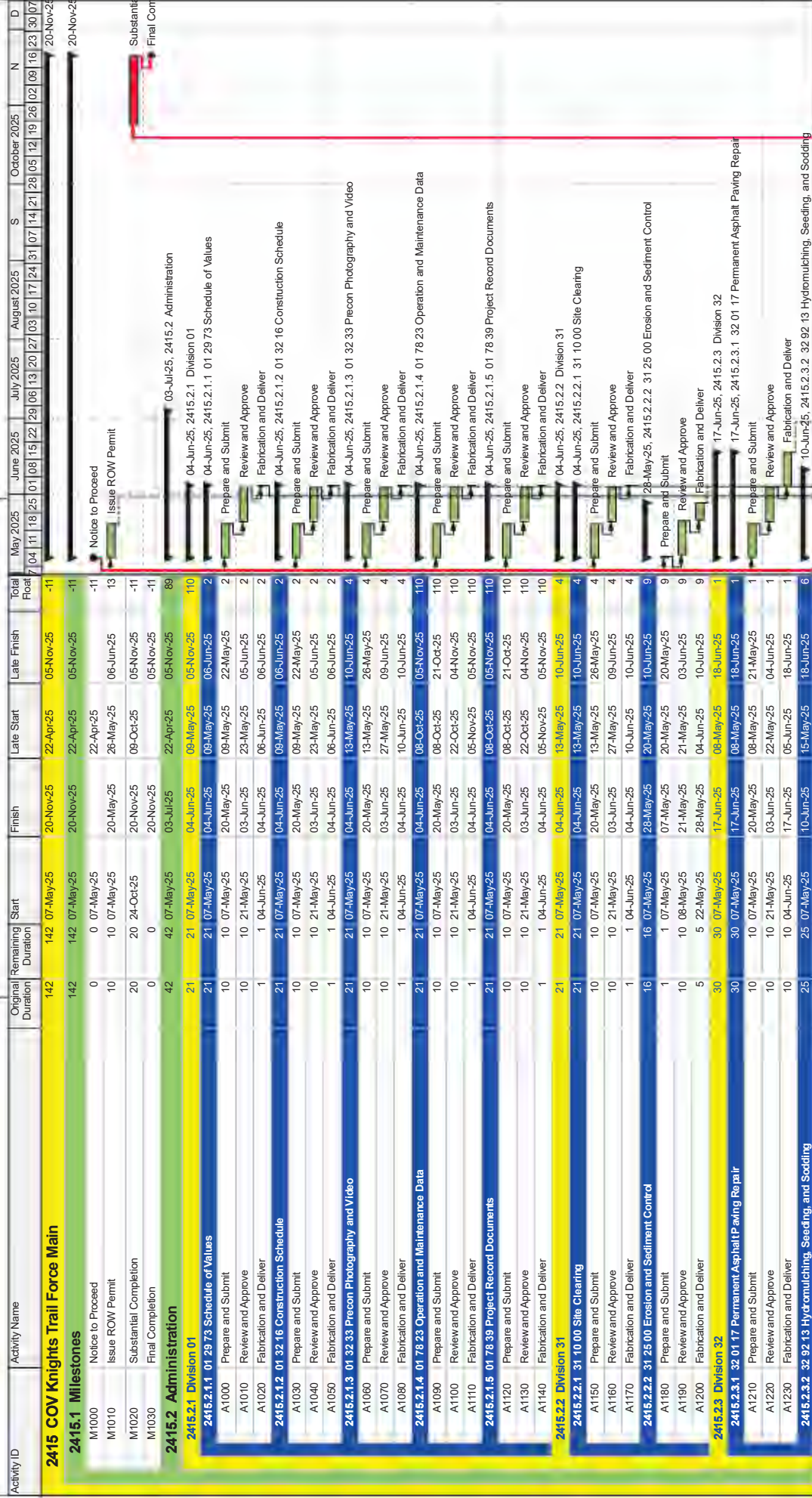
TLC will provide the warranty per the contract documents.



TAB 3 - SCHEDULE

CITY OF VENICE





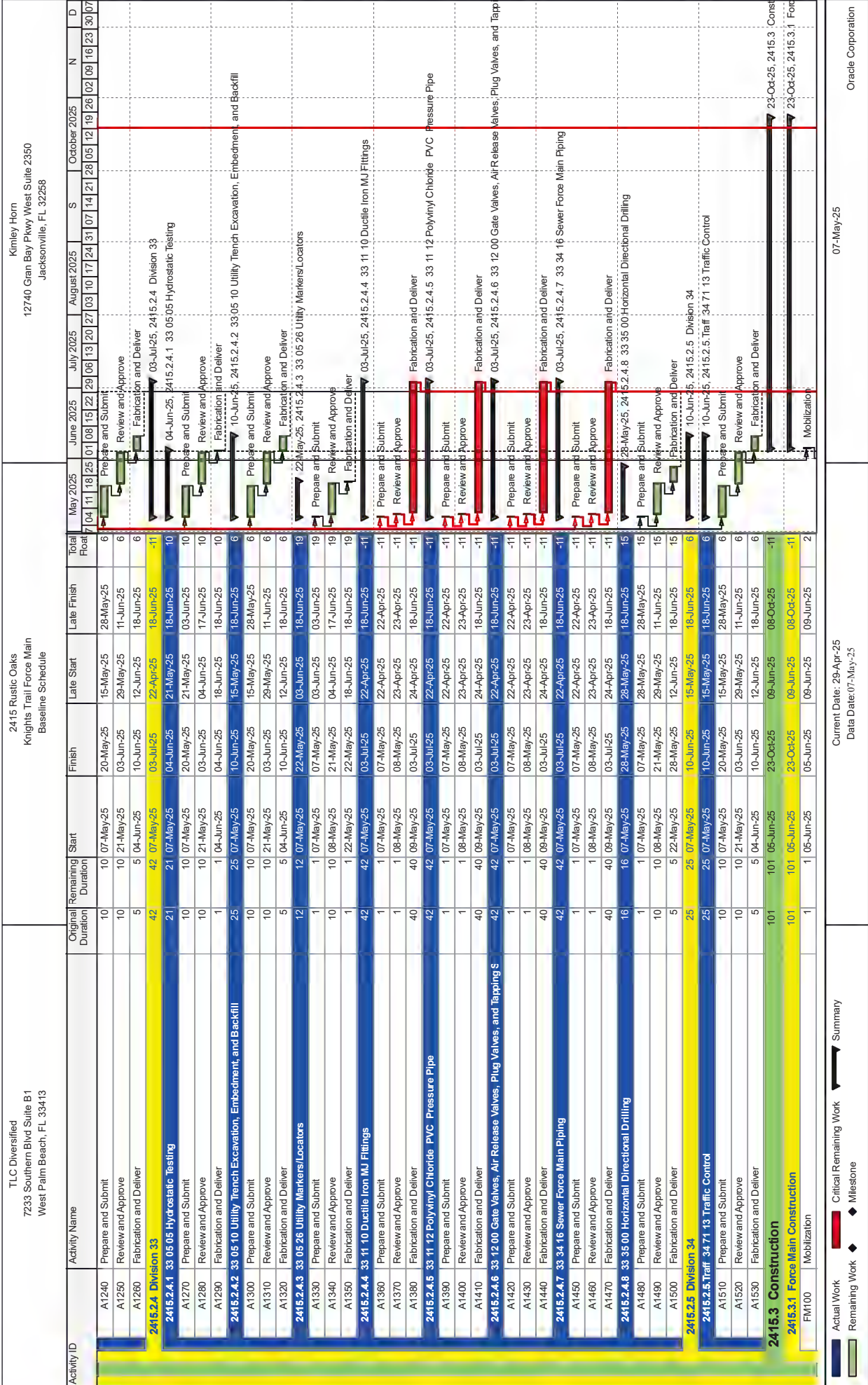
Actual Work Remaining Work Critical Remaining Work Summary

Current Date: 29-Apr-25
Data Date: 07-May-25

07-May-25

◆ Milestone

Oracle Corporation



TLC Diversified 7233 Southern Blvd Suite B1 West Palm Beach, FL 33413				2415 Rustic Oaks Knights Trail Force Main Baseline Schedule				Kimley Horn 12740 Gran Bay Pkwy West Suite 2350 Jacksonville, FL 32258																																	
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Late Start	Late Finish	Total Float	May 2025																																
		1	1	06-Jun-25	06-Jun-25	10-Jun-25	10-Jun-25	2	7	04	11	18	25																												
	Preconstruction Video													01	08	15	22	29	06	13	20	27	03	10	17	24	31	07	14	21	28	05	12	19	26	02	09	16	23	30	07
FM120	Install Erosion Control	3	3	09-Jun-25	11-Jun-25	11-Jun-25	13-Jun-25	2	Preconstruction Video																																
FM130	Site Investigation and Survey	3	3	12-Jun-25	16-Jun-25	16-Jun-25	18-Jun-25	2	Install Erosion Control																																
FM140	Install HDD #03 From KTLS STA 66+29.90 to STA 45+31.60	20	20	04-Jul-25	31-Jul-25	19-Jun-25	16-Jul-25	-11	Site Investigation and Survey																																
FM150	Install HDD #02 From STA 45+31.60 to STA 24+75.04	20	20	01-Aug-25	28-Aug-25	17-Jul-25	13-Aug-25	-11	Install HDD #03 From KTLS STA 66+29.90 to STA 45+31.60																																
FM160	Install HDD #01 From STA 24+75.04 to STA 10+77.42	20	20	29-Aug-25	25-Sep-25	14-Aug-25	10-Sep-25	-11	Install HDD #02 From STA 45+31.60 to STA 24+75.04																																
FM170	Install Piping from STA 10+77.42 to existing 24" DIP	20	20	26-Sep-25	23-Oct-25	11-Sep-25	08-Oct-25	-11	Install HDD #01 From STA 24+75.04 to STA 10+77.42																																
FM180	Restoration	80	80	04-Jul-25	23-Oct-25	19-Jun-25	08-Oct-25	-11	Install Piping from STA 10+77.42 to existing 24" DIP																																
									Restoration																																

Actual Work

Remaining Work

Critical Remaining Work

Milestone

Summary

Current Date: 28-Apr-25

Data Date: 07-May-25

07-May-25

Oracle Corporation



TAB 4 - PROPOSER'S EXPERIENCE, UNDERSTANDING OF THE RFP AND SCOPE OF SERVICES

CITY OF VENICE





PROPOSER'S EXPERIENCE, UNDERSTANDING OF THE RFP AND SCOPE OF SERVICES

Over the past 39 years, TLC has completed construction on over \$800 million in water and wastewater treatment plants and utility infrastructure projects throughout Florida, bringing best practices from across the State.

Past record and experience of the Proposer in similar projects

Our team brings extensive experience with local municipal governments and similar projects. The following pages include several examples of previously completed work demonstrating relevant and similar project experience.

Since 1999, we have remained a trusted partner of Sarasota County, having completed dozens of projects together over the years!

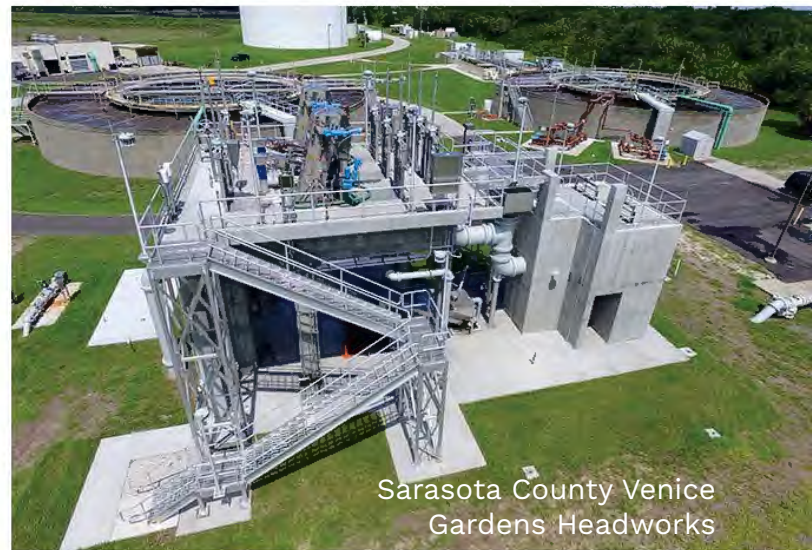
The TLC Team brings:

- » Extensive water and wastewater experience with municipalities across the state of Florida.
- » A local commitment as local residents
- » Proven experience working together
- » Executive and site leadership by industry experts in municipal water infrastructure.
- » Day-to-day leadership by a project team experienced with municipal water and wastewater projects.
- » One of the best pre-construction teams in the industry with unmatched knowledge of market trends and local quality subcontractors.
- » A true partnership approach.

Our team understands how to work within municipal processes and expectations, and can hit the ground running!

Volume of work previously performed by the firm

TLC has successfully delivered and completed 25 projects collectively valued at \$20.5M in water/wastewater infrastructure upgrades for the City of Venice and the surrounding Sarasota County lying areas. Having been a local contractor for several decades, we know what it takes to successfully complete a project for the City and our knowledge of your specifications and job site requirements are ingrained in our approach. The City can rest assured that TLC will always deliver quality projects on time and within budget, bringing a plethora of historical data and local knowledge to the table.



Sarasota County Venice
Gardens Headworks

TLC Quick summary facts

Sarasota County Partner since 1999, completing 25 successful projects

Employs over 110 team members located across the State of Florida.

Local and family-owned since 1985 leveraging decades of regional experience

Successfully completed nearly **\$800 million in water/wastewater infrastructure projects**



PROPOSER'S EXPERIENCE, UNDERSTANDING OF THE RFP AND SCOPE OF SERVICES

Past performance for other local government entities in other contracts

TLC is a seasoned construction firm with extensive experience throughout the State of Florida. A snapshot of our past performance specific to the City of Venice and Sarasota County is as follows:

Name of the Project	Date	Dollar Value of Work
R WTP Sodium Hypochlorite Bulk Storage System, City of Venice	2020	\$461,347
RO WTP Clearwell Improvements, City of Venice	2018	\$784,499
RO WTP High Service Pump Replacement, City of Venice	2017	\$529,227
East Side WRF Raw Water Filtration, City of Venice	2015	\$1,672,330
East Side WRF Filter Rehabilitation, City of Venice	2014	\$537,800
Bent Tree Master Lift Station, Sarasota County Government	2024	\$1,484,500
Lockwood Ridge Booster Pump Station, Sarasota County Government	2023	\$1,243,672
CCWRF ASR Well Permanent Pumps & Piping, Sarasota County Government	2018	\$926,547
Lockwood Ridge Pump Station, Sarasota County Government	2018	\$591,284
Venice Gardens WRF Expansion to 3 MGD Plant, Sarasota County Government	2016	\$4,399,988
Mangrove Lift Station Replacement, Sarasota County Government	20147	\$267,147
Pump Station #1 Disinfection Improvements, Sarasota County Government	2013	\$200,094
Siesta Key AWWTP Improvements, Sarasota County Government	2011	\$509,252
Hansen Bayou Utility Bridge Improvements, Sarasota County Government	2010	\$114,117
Meadowood Master Pump Station Rehab, Sarasota County Government	2010	\$315,212
Venice Gardens WRF Treatment Plant Mods, Sarasota County Government	2010	\$376,487
Roberts Road Lift Station Mods, Sarasota County Government	2009	\$12,498
Pump Station #5 Improvements, Sarasota County Government	2011	\$620,055
Gulf Gate Transfer Pump Station, Sarasota County Government	2008	\$2,267,747
Carlton WTP Corrosion Inhibitor System, Sarasota County Government	2003	\$43,986
Sarasota/Manatee Interconnect Metering, Sarasota County Government	2002	\$404,156
Meadowood WWTP Modifications Phase II, Sarasota County Government	2001	\$156,800
Annual Lift Station Rehab Contract, Sarasota County Government	2001	\$2,303,002
Meadowood WWTP Modifications, Sarasota County Government	2000	\$207,422
Bee Ridge Septage Receiving Station Relocate, Sarasota County Government	1999	\$61,788



PROPOSER'S EXPERIENCE, UNDERSTANDING OF THE RFP AND SCOPE OF SERVICES

Character, integrity, reputation of Proposer

We believe in acting with integrity, honoring our commitments, improving continually, and providing the kind of service that makes our clients and partners glad they did business with us, and this is the foundation of our success. Here at TLC, these qualities are non-negotiable—every project we undertake is driven by a commitment to honesty, transparency, and ethical practices.

Our reputation as a trusted partner in the construction industry is built on years of delivering on our promises and exceeding client expectations. Many of our clients are repeat customers, a testament to the quality of our work and the strong relationships we cultivate.

We are dedicated to continual improvement, always seeking ways to enhance our processes, skills, and outcomes. This dedication ensures that we not only meet but surpass industry standards, providing our clients with exceptional results. For the City of Venice, these qualities mean a project executed with the utmost care, professionalism, and attention to detail. Our unwavering commitment to integrity and excellence will serve to benefit your project, ensuring it is completed to the highest standards and delivering long-term value to the community.

Understanding of the District's needs for the services requested

TLC understands the importance of this project. This force main will connect to the city owned force main and to the Knights Trail Lift Station, which TLC is currently constructing. We intend to hit the ground running as soon as the contract is executed. We will expedite the submittals on the Certa-Lok pipe and the valves so we can get these critical materials ordered and on the ground.

KEY PROJECT COMPONENTS:

- 5,600 LF of 16" diameter C900 DR-18 Certa-Lok PVC force main via HDD
- 300 LF of 16" diameter C900 PVC DR-18 Certa-Lok PVC force main via open cut
- Maintenance of Traffic
- Restoration

Understanding of and compliance with the Scope of Work outlined in the RFP Package.

We are in full compliance with the contract documents and since we have a long (and current) history with the City of Venice, we are best situated to build this project to the standards that will be expected from all shareholders.

This work is in our backyard, as we have numerous crews and staff that live locally. And as evident by the 25 completed projects for the City of Venice and Sarasota County projects, be assured TLC is the contractor you want building this project.

BOCA CIEGA BAY SUBAQUEOUS CROSSING



BOCA CIEGA BAY SUBAQUEOUS CROSSING

PINELLAS COUNTY, FL | PROJECT 170901

This project involved a new 24", DR-18, C-905, FPVC sewage forcemain installed by HDD method under the Boca Ciega Bay. The depth of the drill went down 70 feet below the surface and a total length of 4,100 feet in one single drill and pull. The work also involved 2,900 feet of open cut 24" forcemain with 24"x18" line stops on PCCP and DIP and two 24" hot taps. There was heavy traffic control due to tie-ins being under an intersection and also along the Pinellas Trail. Work included asphalt paving, sodding, etc.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
Centerline DD Services, Inc.	Labelle, FL	HDD
EA Tapping Services	Apopka, FL	Line Stops

PROJECT DATA

- Original Cost: \$4.74 Million
- Total Cost: \$4.74 Million
- Notice to Proceed: October 26th, 2017
- Final Completion: September 12th, 2018

KEY STAFF

- Alex Zettel, Project Manager
- Steve Drigo, Superintendent

CONTACT

- Francisco Bohorquez, P.E.
- AECOM, Senior Engineer
- 813.494.2672
- francisco.bohorquez@aecom.com

LS #45 FORCEMAIN REPLACEMENT



LS #45 FORCEMAIN REPLACEMENT

CITY OF CLEARWATER, FL | PROJECT 190701

The City's main sewage pump station forcemain on Sand Key Beach was failing and constantly having main breaks. This project involved the complete replacement of 4,860 feet of the 16" forcemain by means of HDD and open cut methods. There was heavy traffic control, erosion control, road restoration, hardscape replacement, landscaping, and coordination in order to make this a successful project. The forcemain was replaced with HDPE and ductile iron piping.

PROJECT DATA

- Original Cost: \$1.98 Million
- Total Cost: \$1.98 Million
- Notice to Proceed: Dec. 16th, 2019
- Final Completion: July 12th, 2020

KEY STAFF

- Alex Zettel, Project Manager
- Steve Drigo, Superintendent

CONTACT

- Todd Kuhnel
- City of Clearwater-Project Manager
- 727.562.4798
- todd.kuhnel@myclearwater.com

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
Centerline DD Services, Inc.	Labelle, FL	HDD
ProWay Paving	Tampa, FL	Asphalt

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Water and Wastewater Infrastructure since 1985
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AQUIFER RECHARGE @ FLATFORD SWAMP IN MANATEE COUNTY



SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AQUIFER RECHARGE

MANATEE COUNTY, FL | TLC PROJECT 200601

For this project, the scope of work relating to water diversion infrastructure spread out over a 25 acre area included a poured-in-place 15'x12' gravity intake structure installed by tight-sheeted cofferdam 40' into the Little Myakka River; 1,200 feet of 12" FPVC installed by HDD with relief wells for controlled frac-out; chemical feed sodium bisulfite storage and pumping system; 400 feet of open cut FPVC at a depth of 11 feet below grade; 18' deep poured-in-place recharge pump station installed by tight-sheeted cofferdam along with a precast repump building; precast recharge well and building, monitoring wells, supply well; sediment pond, rock berms and stormwater culverts; 1,500 foot driveway access road, fencing, grading, landscaping; electrical & I&C.

PROJECT DATA

- Original Cost: \$3.5 Million
- Total Cost: \$4.0 Million
- Notice to Proceed: May 6th, 2020
- Completion: December 14th, 2021

CONTACT

- Michelle Hays, MS, PG
- Jones Edmunds
- 352-377-5821 Ext. 1414
- mhays@jonesedmunds.com

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

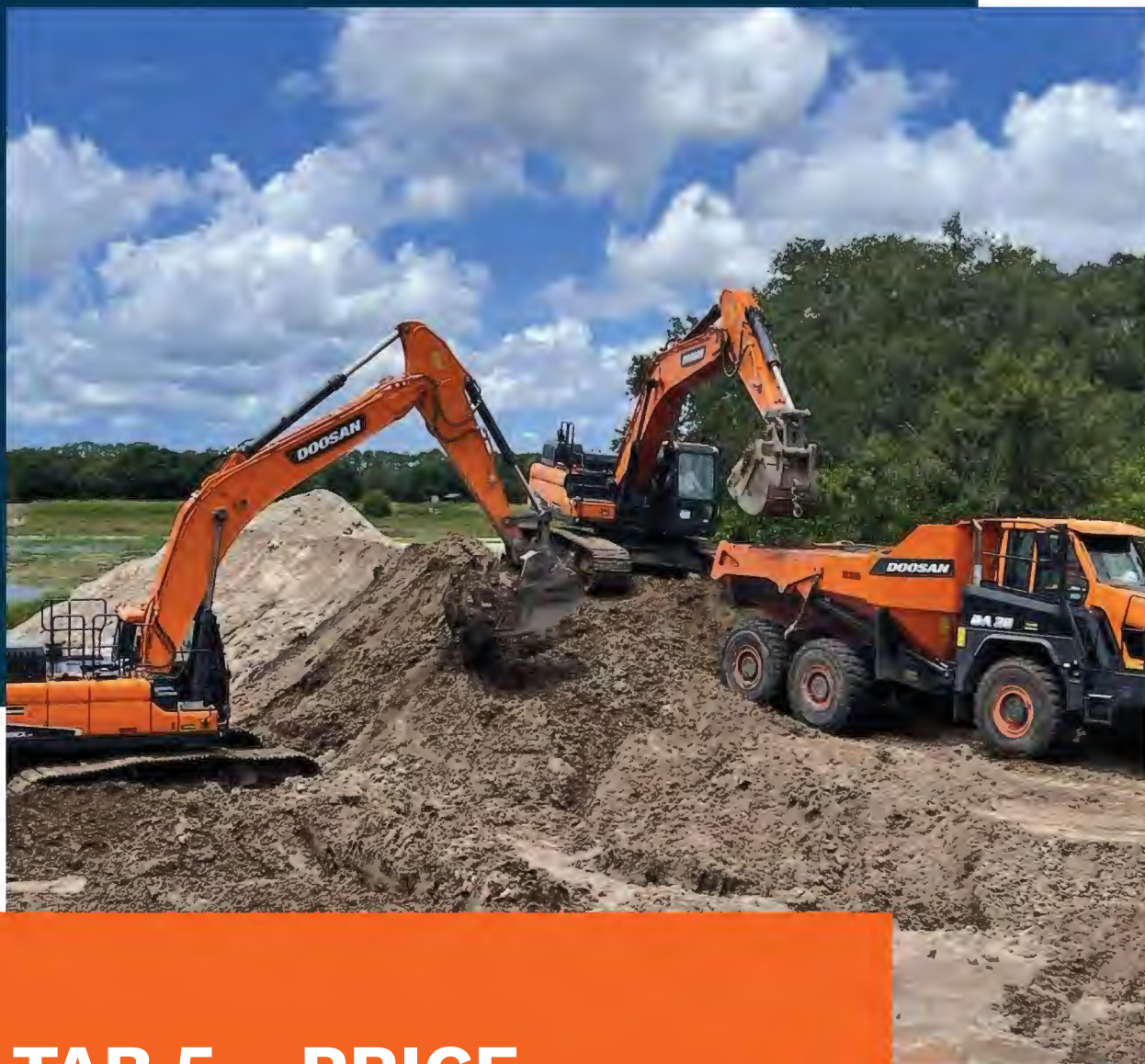
Firm Name	Firm Location	Role
Centerline Drilling	Labelle, FL	HDD
Technical Power	Sarasota, FL	Electrical
CC Controls	West Palm. FL	I&C

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Water and Wastewater Infrastructure since 1985

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TAB 5 – PRICE

CITY OF VENICE





PRICE

Official Bid Proposal Form

Rustic Oaks CDD Knights Trail Force Main RFP

Name of Proposer: TLC Diversified, Inc.

In accordance with the Request for Proposals issued by the Rustic Oaks Community Development District ("District"), the undersigned proposes to provide all work necessary to perform the Scope of Work.

Proposer submits that it can perform the work described above (inclusive of sales tax* and the cost of the required Payment and Performance Bond) for a **Total Proposal Price** (base bid total from itemized bid form below) of \$ 3,154,000.00. (This number will be used for scoring purposes under the Evaluation Criteria).

Proposer, thoroughly reviewed all components of the RFP Package and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: Eric Macek

Title of Authorized Signatory of Proposer: VP of Pre-Construction

Signature of Authorized Signatory of Proposer: X 

* The District or the City of Venice, Florida (the "City") may purchase materials tax exempt; however, the Total Proposal Price must include and identify sales tax, whenever applicable. To the extent the District or the City purchase materials tax exempt, the District shall receive a compensating credit against the Total Proposal Price due for the cost of such materials and sales tax thereon.

ITEMIZED BID FORM CITY OF VENICE KNIGHTS TRAIL ROAD FORCE MAIN CITY OF VENICE UTILITIES DEPARTMENT					
ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1	\$ 230,200	\$ 230,200
2	BOND AND INSURANCE	LS	1	\$ 21,000	\$ 21,000
3	MAINTENANCE OF TRAFFIC	LS	1	\$ 52,500	\$ 52,500
4	ENVIRONMENTAL PROTECTION	LS	1	\$ 9,100	\$ 9,100
5	SURVEY LAYOUT & RECORD DRAWINGS	LS	1	\$ 15,000	\$ 15,000
6	PROFESSIONAL SITE VIDEO TAPING (PRE & POST CONSTRUCTION)	LS	1	\$ 1,800	\$ 1,800
7	CLEARING AND GRUBBING	LS	1	\$ 13,400	\$ 13,400
8	RESTORATION (GENERAL)	LS	1	\$ 20,100	\$ 20,100
9	ROADWAY RESTORATION - ASPHALT	SY	1,000	\$ 124	\$ 124,000
10	16" C-900 PVC CERTA LOK FORCE MAIN BY HDD	LF	6,000	\$ 297	\$ 1,782,000
11	16" C-900 PVC CERTA LOK FORCE MAIN BY OPEN TRENCH EXCAVATION (INCLUDES FITTINGS AND RESTRAINTS)	LF	500	\$ 458	\$ 229,000
12	16" PLUG VALVE	EA	4	\$ 17,300	\$ 69,200
13	16" TIE-IN TO EXISTING 24" DIP FORCE MAIN WITH 24"X16" TAPPING SLEEVE AND VALVE	EA	1	\$ 41,400	\$ 41,400
14	16" TIE-IN TO EXISTING KNIGHTS TRAIL LIFT STATION	EA	1	\$ 3,600	\$ 3,600
15	AIR RELEASE VALVE	EA	3	\$ 13,900	\$ 41,700
16	OWNER'S ALLOWANCE	LS	1	\$500,000.00	\$500,000.00
BASE BID TOTAL					\$3,154,000
Grand Total amounts are to be shown in both <u>words and figures</u> . Words should be attached separately.					
WORDS: Three Million, One Hundred Fifty-Four Thousand Dollars and No Cents					



**Combined Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion**

Rustic Oaks CDD Knight Trail Force Main Construction Project

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.**

Before me the undersigned authority personally appeared Eric Macek, who being duly sworn,
deposes and says:

Affiant is over 18 years of age, and has personal knowledge of the facts and certifications set forth
herein; that they are true and correct.

Affiant is the VP of Pre-Construction (Title) of TLC Diversified, Inc. (the
"Company") and as such is authorized to make this Affidavit for and on behalf of the Company, its
directors and officers.

Public Entity Crimes

1. I understand that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render the Company ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with the Company, nor the Company have been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, the Company would be ineligible to submit a proposal for this project if we are a company that is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor the Company are on the "Scrutinized Companies that Boycott Israel List" nor am I or the Company engaged in a boycott of Israel.

E-Verify

5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
6. The Company is registered with and uses 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.
7. No public employer has terminated a contract with the Company under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. The Company is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief the Company has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of the Company's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Company has otherwise complied



PRICE

with its obligations thereunder, then the Company will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

11. The price(s) and amount(s) in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
12. Neither the price(s) nor the amount(s) in the Company's proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. The Company's proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. The Company, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the Rustic Oaks Community Development District for which our proposal is submitted. I understand and the Company understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this project.



Signature of Authorized Signatory of Proposer Eric Macek/VP of Pre-Construction

Sworn before me on the 9th day of August, 2024


Notary Public Signature Linda Kay Moore



Notary Stamp



PRICE



Company ID Number:378981

Client Company ID Number:1853660

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	TLC Diversified, Inc.
Company Facility Address	2719 17th St E Palmetto, FL 34221
Company Alternate Address	2719 17th St E Palmetto, FL 34221
County or Parish	Manatee
Employer Identification Number	59-2513308
North American Industry Classification Systems Code	Construction Of Buildings (236)
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



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Company ID Number:378981 Client Company ID Number:1853660

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Florida	1
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PRICE



Company ID Number:378981

Client Company ID Number:1853660

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Lauren McGovern
Phone Number	(941) 722-0621
Fax Number	
Email Address	lmcgovern@tlcdiv.com



TLC DIVERSIFIED, INC.

SUBCONTRACTOR LIST

Centerline Directional Drilling Service, Inc.
900 South Elm Street
Labelle, FL 33935
(863) 674-0913

SCOPE: Directional Drilling



PRICE

7. Trench Safety Act Form

Rustic Oaks CDD Knights Trail Force Main RFP

The undersigned, herein called "Proposer", has determined to his own complete satisfaction that if the work involves trench excavations that exceed a depth of 5 feet all portions of the Florida Trench Safety Act, Section 553.60, Florida Statutes will be fully complied with and executed properly on this project.

☐ Alternatively, the Proposer certifies that no trench excavations are required or that necessary excavations do not exceed 5 feet in depth.

Proposer acknowledges that included in the various items of its proposal and in its Total Proposal Price are costs for complying with the Florida Trench Safety Act. The Proposer further identifies the costs to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A. Trench Box	LS	1	\$ 1,000.00	\$ 1,000.00
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
Total				\$ 1,000.00

Name of Proposer: TLC Diversified, Inc.

Name of Authorized Signatory of Proposer: Eric Macek

Title of Authorized Signatory of Proposer: VP of Pre-Construction

X Signature August 09, 2024
Signature of Authorized Signatory of Proposer

Sworn before me on August 09, 2024

Linda Kay Moore
Notary Public, State of Florida Linda Kay Moore
LINDA KAY MOORE
MY COMMISSION # HH 503395
EXPIRES: March 20, 2028

Notary Stamp



DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087, as amended from time to time, hereby certifies that

TLC Diversified, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or nolo contendere to any violation of chapter 893, Florida Statutes, as amended from time to time, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

TLC Diversified, Inc.

X 99
Bidders Signature
Eric Macek, VP Pre-Construction

August 09, 2024
Date



PRICE



UNANIMOUS CONSENT OF SHAREHOLDERS AND DIRECTORS OF TLC DIVERSIFIED INC.

February 5, 2022

The undersigned, being the sole shareholder and director of the TLC Diversified Inc., a Florida corporation (the "Company"), hereby consent to the adoption of the following resolutions, effective as of the date hereof, by written consent in lieu of a meeting:

WHEREAS, the undersigned desire to have the Company continue to bid on projects from time to time and further desire to designate which of its officers have the authority to execute and deliver such bids;

NOW, THEREFORE, BE IT RESOLVED, that the following officers (the "Authorized Officers") be and each hereby is authorized, empowered and directed, in the name and on behalf of Company, to: (i) to execute and deliver bids for construction projects from time to time and (ii) negotiate, finalize and enter into, execute and deliver such bids and contracts related thereto, with such additions, deletions or other modifications deemed by such Authorized Officer to be necessary, advisable or appropriate:

Name of Officer

Dallas Lamberson
Deanna Justus
Eric Macek
Robert LaChance
Mark Selph

Offices

Chief Executive Officer and President
Secretary
Vice President of Pre-Construction
Construction Manager
Vice President of Operations


FURTHER RESOLVED, that each such Authorized Officer be and hereby is authorized, empowered and directed, in the name and on behalf of the Company, to undertake any other action deemed by such Authorized Officer to be necessary, advisable or appropriate in furtherance of the Company's objectives in connection with the foregoing resolution, and that any such action taken or any agreement, certificate, notice, letter or other document executed and delivered by such Authorized Officer in connection with any such action shall be conclusive evidence of such Authorized Officer's authority to take, execute and deliver the same;

FURTHER RESOLVED, that all actions heretofore taken by such Authorized Officer or any other manager, director, officer, member, representative or agent of the Company, or any of their affiliates in connection with the foregoing resolutions and the matters or Transaction described therein be and hereby are ratified, confirmed and approved in all respects as the act and deed of the Company;

FURTHER RESOLVED, that these resolutions may be executed (i) via facsimile, e-mail or other means of electronic transmission, which shall be deemed an original and (ii) in any number of separate counterparts (by original or electronic means), each of which shall be an original, and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have authorized, approved and adopted the foregoing resolutions effective as of the date first above written.

SHAREHOLDER:



Dallas Lamberson

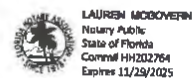
DIRECTOR:



Dallas Lamberson

Sworn to and subscribed before me, Dallas Lamberson, whom is Personally Known to Me, this 5th Day of February, 2022





Date: 2/5/2022

Notary Public: Lauren McGovern

PALMETTO
Corporate Office
2719 17th St. East
Palmetto, FL 34221

WEST PALM BEACH
7233 Southern Blvd
Suite 8-1
West Palm Beach, FL 33413

TAMPA
12814 Dupont Circle
Building B, Suite 4-A
Tampa, FL 33626

941.722.0621
941.722.1382
CG C041816 CU C053963



PRICE



UNANIMOUS CONSENT OF THE SOLE SHAREHOLDER AND DIRECTOR OF TLC DIVERSIFIED, INC.

February 4, 2022

The undersigned, being the sole shareholder and sole the director of the TLC DIVERSIFIED, INC., a Florida corporation (the "Company"), hereby consents to the adoption of the following resolutions, effective as of the date hereof, by written consent in lieu of a meeting:

WHEREAS, the undersigned shareholder acquired 100% of the capital stock of the Company as of the date hereof and desires to appoint new directors to serve on the Company's Board of Directors (the "Board") and the undersigned newly appointed directors desire to appoint new officers to serve as the Company's officers;

NOW, THEREFORE, BE IT RESOLVED, that the undersigned sole shareholder of the Company hereby elects and appoints the following individuals as sole new directors of the Corporation, to serve as directors until their successors are duly elected and qualified:

Dalas Lamberson

FURTHER RESOLVED, that undersigned newly appointed director hereby appoints the following persons to the office set forth opposite their names, to serve in those capacities until the Board duly elects their successors, or until their earlier resignation, removal or death:

Name of Officer

Dalas Lamberson
Thurston Lamberson
Deanna Justus
Eric Macek
Robert LaChance
Mark Selph

Offices


Chief Executive Officer and President
Chief Financial Officer and Treasurer
Secretary
Vice President of Pre-Construction
Construction Manager
Vice President of Operations

FURTHER RESOLVED, that these resolutions may be executed (i) via facsimile, e-mail or other means of electronic transmission, which shall be deemed an original and (ii) in any number of separate counterparts (by original or electronic means), each of which shall be an original, and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have authorized, approved and adopted the foregoing resolutions effective as of the date first above written.

SHAREHOLDER:

Sworn to and subscribed before me, Dalas Lamberson, whom is Personally Known to Me, this 4th Day of February, 2022



Dalas Lamberson

DIRECTOR:



Dalas Lamberson





LAUREN MCGOVERN
Notary Public
State of Florida
Comm# HH202764
Expires 11/29/2025

Date: 2/4/2022
Notary Public: Lauren McGovern

PALMETTO
Corporate Office
2719 17th St. East
Palmetto, FL 34221

WEST PALM BEACH
7233 Southern Blvd
Suite B-1
West Palm Beach, FL 33413

TAMPA
12814 Dupont Circle
Building B, Suite 4-A
Tampa, FL 33626

☎ 841.722.0621
📠 841.722.1302
CG C041816 CU C053963



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Detail by Entity Name

Florida Profit Corporation
TLC DIVERSIFIED, INC.

Filing Information

Document Number	H51364
FE/EIN Number	59-2513308
Date Filed	04/04/1985
State	FL
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	08/23/2017
Event Effective Date	NONE

Principal Address

2719 17TH STREET EAST
PALMETTO, FL 34221

Changed: 04/25/2001

Mailing Address

2719 17TH STREET EAST
PALMETTO, FL 34221

Changed: 04/25/2001

Registered Agent Name & Address

Lamberson, Dalas
303 Ocala Rd
Belleair, FL 33756

Name Changed: 02/18/2022

Address Changed: 02/21/2022

Officer/Director Detail

Name & Address

Title DP



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Lamberson, Dalas
2719 17TH STREET EAST
PALMETTO, FL 34221

Title CFO

LAMBERSON, THURSTON
2719 17TH STREET EAST
PALMETTO, FL 34221

Title Treasurer

Nowakowski, Benjamin
2719 17TH STREET EAST
PALMETTO, FL 34221

Title Secretary

Justus, DeAnna
2719 17TH STREET EAST
PALMETTO, FL 34221

Annual Reports

Report Year	Filed Date
2023	04/17/2023
2024	01/10/2024
2024	01/11/2024

Document Images

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02/12/2018 – ANNUAL REPORT	View image in PDF format
08/23/2017 – Amendment and Name Change	View image in PDF format
01/09/2017 – ANNUAL REPORT	View image in PDF format
02/24/2016 – ANNUAL REPORT	View image in PDF format
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02/28/2003 – ANNUAL REPORT	View image in PDF format
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01/29/1996 – ANNUAL REPORT	View image in PDF format
01/19/1995 – ANNUAL REPORT	View image in PDF format



PRICE

 Ron DeSantis, Governor

Melanie S. Griffin, Secretary 

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LAMBERSON, DALAS HAMPTON

TLC DIVERSIFIED, INC.
2719 17TH ST EAST
* PALMETTO FL 34221 *

LICENSE NUMBER: CGC1534995

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/20/2023


Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.






PRICE




Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES




MACEK, ERIC
 TLC DIVERSIFIED, INC.
 2719 17TH STREET EAST
 PALMETTO FL 34221

LICENSE NUMBER: CUC1225581

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**PRICE**

State of Florida Department of State

I certify from the records of this office that TLC DIVERSIFIED, INC. is a corporation organized under the laws of the State of Florida, filed on April 4, 1985.

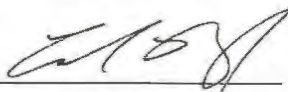
The document number of this corporation is H51364.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 11, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of January, 2024*




Secretary of State

Tracking Number: 9113962538CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



THANK YOU

As a team of Florida-based industry experts dedicated to the municipal water and wastewater industry, we are excited about the opportunity to work with the City of Venice on this project.

Our collective mission is to serve the environmental contracting industry with the best in customer service and quality value with a commitment to safety and consistent development.

Thank you for considering our proposal.

RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MAY 31, 2025**

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MAY 31, 2025**

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
ASSETS				
Cash	\$ 886,624	\$ -	\$ -	\$ 886,624
Investments				
Revenue	-	388,519	-	388,519
Reserve	-	480,144	-	480,144
Construction	-	-	17,404	17,404
Due from general fund	-	2,779	-	2,779
Due from AG EHC II MultiState 1	-	94,274	-	94,274
Prepaid expense	2,700	-	-	2,700
Total assets	<u>\$ 889,324</u>	<u>\$ 965,716</u>	<u>\$ 17,404</u>	<u>\$ 1,872,444</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 5,015	\$ -	\$ -	\$ 5,015
Due to debt service fund	2,779	-	-	2,779
Accrued wages payable	17	-	-	17
Accrued taxes payable	74	-	-	74
Landowner advance	7,228	-	-	7,228
Total liabilities	<u>15,113</u>	<u>-</u>	<u>-</u>	<u>15,113</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	-	94,274	-	94,274
Total deferred inflows of resources	<u>-</u>	<u>94,274</u>	<u>-</u>	<u>94,274</u>
Fund balances:				
Restricted for:				
Debt service	-	871,442	-	871,442
Assigned				
Repair & replacement	47,900	-	-	47,900
Unassigned	826,311	-	-	826,311
Total fund balances	<u>874,211</u>	<u>871,442</u>	<u>17,404</u>	<u>1,763,057</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 889,324</u>	<u>\$ 965,716</u>	<u>\$ 17,404</u>	<u>\$ 1,872,444</u>
Total liabilities and fund balances	<u>\$ 889,324</u>	<u>\$ 965,716</u>	<u>\$ 17,404</u>	<u>\$ 1,872,444</u>

**RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MAY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 2,421	\$ 534,803	\$ 516,694	104%
Assessment levy: off-roll	16,197	64,790	64,790	100%
Landowner contribution	-	-	246,743	0%
Total revenues	18,618	599,593	828,227	72%
EXPENDITURES				
Professional & administrative				
Supervisors	-	1,938	-	N/A
Management/accounting/recording	4,000	32,000	48,000	67%
Legal	6,142	19,880	25,000	80%
Engineering	-	77	15,000	1%
Audit	-	5,800	5,000	116%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	667	1,000	67%
EMMA software service	-	2,000	2,000	100%
Trustee	-	4,031	5,000	81%
DSF accounting	458	3,667	5,500	67%
Telephone	-	33	200	17%
Postage	63	325	500	65%
Printing & binding	42	333	500	67%
Legal advertising	-	1,228	1,500	82%
Annual special district fee	-	175	175	100%
Insurance	7,110	14,068	6,200	227%
Contingencies/bank charges	116	347	4,000	9%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	18,014	87,274	120,990	72%
Field operations				
Administrative				
Property management	3,480	27,840	41,760	67%
O&M accounting	417	3,333	5,000	67%
Insurance	-	-	30,000	0%
Operating				
Landscape maintenance	11,500	34,500	162,000	21%
Landscape replacement/extras	-	-	25,000	0%
Irrigation repair	-	-	6,770	0%
Pond maintenance	2,057	5,914	25,000	24%
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	1,819	3,369	40,000	8%
Access control: interent	3,006	4,039	2,000	202%
Access control: maintenance	2,100	3,644	5,000	73%
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 MAY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Utilities				
Electricity	-	-	25,000	0%
Electricity: well	-	-	15,000	0%
Streetlights	1,341	10,321	25,000	41%
Amenities: South				
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	11,417	30,000	38%
Gym equipment repair	-	-	2,500	0%
Potable water	-	-	1,500	0%
Telephone: pool/clubhouse	-	-	1,200	0%
Electricity: amenity	-	-	5,000	0%
Internet	191	1,011	2,000	51%
Alarm monitoring	-	-	5,160	0%
Amenity: North				
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	27,468	105,388	643,190	16%
Other fees & charges				
Tax collector	36	8,002	16,147	50%
Total other fees & charges	36	8,002	16,147	50%
Total expenditures	45,518	200,664	780,327	26%
Excess/(deficiency) of revenues over/(under) expenditures	(26,900)	398,929	47,900	
Net change in fund balances	(26,900)	398,929	47,900	
Fund balances - beginning	901,111	475,282	47,900	
Assigned				
Repair & replacement	47,900	47,900	47,900	
Unassigned	454,100	475,282	47,900	
Fund balances - ending	\$ 874,211	\$ 874,211	\$ 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 MAY 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 2,821	\$ 623,030	\$ 602,004	103%
Assessment levy: off-roll	-	282,821	377,095	75%
Interest	4,937	28,809	-	N/A
Total revenues	<u>7,758</u>	<u>934,660</u>	<u>979,099</u>	95%
EXPENDITURES				
Debt service				
Principal	360,000	360,000	360,000	100%
Interest	<u>301,071</u>	<u>602,142</u>	<u>602,143</u>	100%
Total debt service	<u>661,071</u>	<u>962,142</u>	<u>962,143</u>	100%
Other fees & charges				
Tax collector	<u>42</u>	<u>9,322</u>	<u>18,813</u>	50%
Total other fees and charges	<u>42</u>	<u>9,322</u>	<u>18,813</u>	50%
Total expenditures	<u>661,113</u>	<u>971,464</u>	<u>980,956</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	(653,355)	(36,804)	(1,857)	
Net change in fund balances	(653,355)	(36,804)	(1,857)	
Fund balances - beginning	<u>1,524,797</u>	<u>908,246</u>	<u>837,260</u>	
Fund balances - ending	<u>\$ 871,442</u>	<u>\$ 871,442</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 MAY 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 56	\$ 170,503
Total revenues	<u>56</u>	<u>170,503</u>
EXPENDITURES		
Construction costs	-	10,450,152
Total expenditures	<u>-</u>	<u>10,450,152</u>
Excess/(deficiency) of revenues over/(under) expenditures	56	(10,279,649)
OTHER FINANCING SOURCES/(USES)		
Net change in fund balances	56	(10,279,649)
Fund balances - beginning	17,348	10,297,053
Fund balances - ending	<u>\$ 17,404</u>	<u>\$ 17,404</u>

RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the Rustic Oaks Community Development District held a Regular Meeting on April 21, 2025 at 1:30 p.m., at the EVEN Hotel, 6231 Lake Osprey Drive, Sarasota, Florida 34240.

Present:

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

Also present:

Kristen Suit	District Manager
Whitney Sousa (via telephone)	District Counsel
Jordan Schrader (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 1:31 p.m.

All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

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

Ms. Suit presented Resolution 2025-07. She reviewed the proposed Fiscal Year 2026 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025 budget, and explained the reasons for any changes.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2025-07, Approving a Proposed Operation and Maintenance Budget for Fiscal Year 2025/2026; Setting a Public Hearing Thereon Pursuant to Florida Law for July 21, 2025 at 1:30 p.m., at the EVEN Hotel, 6231 Lake Osprey Drive, Sarasota, Florida 34240; Addressing Transmittal, Posting, and Publication Requirements; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

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

Ms. Suit presented Resolution 2024-08.

The following changes were made to the Fiscal Year 2026 Meeting Schedule:

DATE: Delete January and February 2026 meetings

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2025-08, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026, as amended, and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-09, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2025-09, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date, was adopted.

SIXTH 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.

SEVENTH ORDER OF BUSINESS**Ratification Items**

Ms. Suit presented the following:

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****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.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Solitude Lake Management, LLC Agreements for Aquatic Services Agreement and Wetland Buffer Maintenance Services Agreement; Bills of Sale for Magnolia Bay South Phase 2 - Wastewater Collection System and Magnolia Bay South Phase 2 - Water Distribution System; Kastro Lawn Maintenance and Landscaping LLC, Landscape and Irrigation Maintenance Services Agreement; and Envera Services Agreement for Virtual Guard Services, were ratified.

EIGHTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of February 28, 2025**

**On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the
Unaudited Financial Statements as of February 28, 2025, were accepted.**

NINTH ORDER OF BUSINESS**Approval of February 4, 2025 Special
Meeting Minutes**

**On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the
February 4, 2025 Special Meeting Minutes, as presented, were approved.**

TENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Straley Robin Vericker**

Ms. Sousa reminded the Board Members to complete the required four hours of ethics training by December 31, 2025.

Regarding the status of the Bills of Sale, Ms. Sousa stated that she needs the supporting financial information reflecting what was paid. Ms. Suit asked Ms. Sousa to contact Mr. Mark Evans and Mr. Ryan Snyder, both at Meritage, who can provide the necessary information.

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

There was no report.

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

- **NEXT MEETING DATE: May 19, 2025 at 1:30 PM**

- **QUORUM CHECK**

The May 19, 2025 meeting will be canceled.

ELEVENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

TWELFTH ORDER OF BUSINESS**Public Comments**

149

150 No members of the public spoke.

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152 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

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154 **On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the**
155 **meeting adjourned at 1:40 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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164 _____
Secretary/Assistant Secretary

Chair/Vice Chair

RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS



Ron Turner Supervisor of Elections

Sarasota County: Our County. Our Vote.

April 15, 2025

Daphne Gillyard
Wrathell, Hunt and Associates, LLC
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

RE: Rustic Oaks CDD Registered Electors

Dear Ms. Gillyard:

Listed below is the total number of registered electors for the Rustic Oaks Community Development District as of April 15, 2025.

Registered Electors: 163

Sincerely,

Ron Turner
Supervisor of Elections
Sarasota County

RT/tm

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>¹offices of Icard Merrill, 2033 Main Street, Suite 600, Sarasota, Florida 34237</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2024 CANCELED	Regular Meeting	1:30 PM
November 5, 2024 ¹	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 CANCELED	Regular Meeting	1:30 PM
February 4, 2025	Regular Meeting	12:00 PM
March 17, 2025 CANCELED	Regular Meeting	1:30 PM
April 21, 2025	Regular Meeting <i>Presentation of FY26 Proposed Budget</i>	1:30 PM
May 19, 2025 CANCELED	Regular Meeting	1:30 PM
June 16, 2025 CANCELED	Regular Meeting	1:30 PM
July 21, 2025	Public Hearing & Regular Meeting <i>Adoption of FY26 Budget</i>	1:30 PM
August 18, 2025	Regular Meeting	1:30 PM
September 15, 2025	Regular Meeting	1:30 PM