

SARASOTA NATIONAL

**COMMUNITY DEVELOPMENT
DISTRICT**

August 8, 2023

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Sarasota National 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

August 1, 2023

Board of Supervisors
Sarasota National Community Development District

ATTENDEES:

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

Dear Board Members:

The Board of Supervisors of the Sarasota National Community Development District will hold a Regular Meeting on August 8, 2023 at 2:00 p.m., at the Sarasota National Clubhouse, 25500 National Boulevard, Venice, Florida 34293. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: *Agenda Items* [3-Minute Time Limit]
3. Update: Premier Lakes, Inc. (*Alex Kurth*)
4. Continued Discussion: Management and Maintenance Agreement with HOA
 - Sidewalk Damage Location
5. Discussion: Demand Letter to Sarasota National Golf Club for Reimbursement of Fees and Expenses Regarding Unauthorized Removal of Wetland Vegetation Located in Wetlands 43 and 46
6. Continued Discussion: Midge Fly Mitigation
 - Continued Use of Larvicide on District Lakes
 - Fish Stocking
 - Consideration of Proposal for Lake 56
7. Acceptance of Unaudited Financial Statements as of June 30, 2023
8. Approval of July 11, 2023 Public Hearing and Regular Meeting Minutes
9. Staff Reports
 - A. District Counsel: *Kutak Rock, LLP*
 - B. District Engineer: *Kimley Horn and Associates, Inc.*

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

- NEXT MEETING DATE: October 10, 2023 at 2:00 PM
 - QUORUM CHECK

SEAT 1	CARLTON (CARY) LEUSCHNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	RICHARD (DICK) SMITH	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JOHN ISTWAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	DOUGLAS KASL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	GERALD BERGMOSER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO


D. Operations Manager: *Wrathell, Hunt and Associates, LLC*

10. Supervisors' Requests: Supervisor Kasl
- Discussion: Update from the HOA
 - Discussion: Draft Newsletter

11. Adjournment

Please do not hesitate to contact me directly at (239) 464-7114 with any questions.

Sincerely,


 Chesley "Chuck" Adams
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 709 724 7992

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

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**AGREEMENT BETWEEN THE SARASOTA NATIONAL COMMUNITY
DEVELOPMENT DISTRICT AND THE SARASOTA NATIONAL MASTER
HOMEOWNERS ASSOCIATION, INC. FOR INFRASTRUCTURE
MANAGEMENT AND MAINTENANCE SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between:

Sarasota National Community Development District, a local unit of special-purpose government (the "District"); and

Sarasota National Master Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District has constructed and/or acquired various systems, facilities and infrastructure including, but not limited to water and wastewater facilities, landscape and irrigation, surface water management facilities and common areas and other facilities requiring inspection, operation and maintenance services; and

WHEREAS, the Association desires to provide inspection, operation and maintenance services for certain improvements and areas, referred to as District Property, within the development, and as more specifically identified in the attached **Exhibit A**; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities in close proximity to District Property; and

WHEREAS, for ease of administration, and the benefits of full time on-site inspection, operation and maintenance personnel, the District desires to contract with the Association to manage and maintain the District Property identified in **Exhibit A**; and

WHEREAS, the Association represents that it is qualified, through its officers, employees, contractors and affiliates, to maintain the District Property and desires to contract with the District to do so in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the District and Association (collectively, the "Parties"), the Parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. ASSOCIATION'S OBLIGATION.

A. *General duties.* Association shall be responsible for the maintenance of the District Property in an efficient, lawful and satisfactory manner, acceptable to the District, in its sole judgment, and in accordance with the District's bond covenants relating to such maintenance. Association will act in a fiduciary capacity with respect to the protection and accounting of the District's assets.

B. *Inspection.* Association shall conduct regular inspections of all District Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.

C. *Repair and Maintenance.* Association shall make, or cause to be made, such routine repair work or normal maintenance to District Property as may be required for the operation or physical protection of District Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any services. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.

D. *Investigation and Report of Accidents/Claims.* Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District Manager or his designee.

E. *Compliance with Government Rules, Regulations, Requirements and Orders.* Association shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District Property placed thereon by any governmental authority having jurisdiction. Association shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, Association shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District Property.

F. *Adherence to District Rules, Regulations and Policies.* Association's personnel shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District Property are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said

persons conform therewith. Association may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

G. *Care of the Property.* Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association, its employees or contractors. Association agrees to repair any damage resulting from Association's activities and work.

H. *Staffing and Billing.* Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., from the Members of the Association necessary to perform the management and maintenance responsibilities set forth in this Agreement.

I. *Liens and Claims.* The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

J. *Reimbursable Irrigation Expenses.* Re-use Water Supply. The District is the beneficiary of a re-use supply agreement with Sarasota County, under which Sarasota County supplies effluent water to the District in accordance with the terms of the Agreement and which the District is billed a per thousand gallon charge for the effluent water supplied to the District. The Association agrees to advance the necessary funds to the CDD, on a monthly basis, or more frequently, if requested by the District, and within 5 days of receipt of a written request from the CDD, for the actual amount billed by Sarasota County to the District. The Association agrees that it shall not dispute any of the bills from the District or Sarasota County whatsoever, and agrees to pay the bill promptly in accordance with the terms and conditions of this Agreement.

Residential Pump Station Electricity. The District will incur monthly bills for electricity consumed in conjunction with the residential irrigation pump station. The Association shall be responsible for reimbursing the District, on a monthly basis and within 5 days of receipt of a written reimbursement request from the District, for the actual billing amount from Florida Power and Light. The Association agrees that it shall not dispute any of the bills from the District or Florida Power and Light whatsoever, and agrees to pay the bill promptly in accordance with the terms and conditions of this Agreement.

ALL OTHER EXPENSES RELATED TO THE OPERATION AND MAINTENANCE OF THE IRRIGATION SUPPLY AND DISTRIBUTION SYSTEM, AND ARE SUBJECT TO THIS AGREEMENT, ARE THE DIRECT RESPONSIBILITY OF THE ASSOCIATION.

SECTION 3. COMPENSATION. The District shall pay Association the sum of Ten Dollars (\$10.00) per year for the provision of management and maintenance services pursuant to the terms of this Agreement.

SECTION 4. TERM. The term of this Agreement is for a period of five (5) years and shall be renewed automatically renewed for additional five (5) year periods unless either party provides the other party at least thirty (30) days written notice of its intent not to renew. The District shall have the right to terminate this Agreement effective immediately at any time for any reason whatsoever, upon thirty (30) days written notice without a showing of cause and in its sole and absolute discretion. The Association shall have the right to terminate this Agreement upon sixty (60) days written notice without a showing of cause and in its sole and absolute discretion.

SECTION 5. INSURANCE. The Association shall maintain, at its own expense throughout the term of this Agreement, the following insurance with the District, its staff, consultants and supervisors shall be named as an additional insured:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
- C. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION 6. INDEMNIFICATION. Association agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, its negligent acts or omissions with respect to the work to be performed by Association, including litigation or any appellate proceedings with respect thereto.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if substantially prevailing, the District shall be entitled to recover from Association all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees

incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. 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.

SECTION 9. ASSIGNMENT. Neither the District nor the Association may assign this Agreement without the prior written approval of the other.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement. Nothing herein shall preclude the Association and the District from entering into separate agreements for the leasing of personnel or sharing of other resources.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 13. 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 the District and the Association.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to the District: Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

- With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

- B. If to the Association: Sarasota National Master Homeowners
Association, Inc.
9240 Estero Park Commons
Estero, Florida 33928

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

SECTION 17. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

SECTION 18. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

SECTION 19. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 20. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association 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 any doubtful language will not be interpreted or construed against any party.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

**SARASOTA NATINAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**SARASOTA NATIONAL MASTER
HOME OWNERS ASSOCIATION, INC.**

(Signature of Witness)

By: _____

(Print Name of Witness)

Its: _____

Exhibit A

District Property/Facilities that are Subject to this Agreement include:

- Irrigation re-use transmission, the re-use holding pond, the residential pump station and the residential irrigation distribution lines to the point of service.
- Community perimeter berms and landscaping.
- Community main entry landscaping (to the gatehouse).
- Landscaping around sanitary lift stations (throughout community).
- Landscaping along adjacent sections of Manasota Beach Road and Venice Boulevard.
- Sidewalks.

District Property/Facilities/Agreements that are NOT Subject to this Agreement includes:

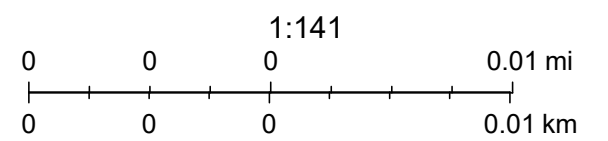
- Stormwater management system (lakes, wetlands, preserves, interconnecting pipes and control structures).
- Any aeration (bubbler) systems contained within the above referenced stormwater lakes.
- Re-use water agreement with Sarasota County.

Sarasota County Property Appraiser



7/12/2023, 9:51:04 AM

-  Parcels
-  Parcels 2023
-  Lot





**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

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July 18, 2023

Via Overnight Mail

Sarasota National Golf Club
Attn: Kelby Langston – Golf Course Superintendent
25510 National Boulevard
Venice, Florida 34293

***Re: Sarasota National Community Development District
Demand for Reimbursement of Fees and Expenses***

Dear Mr. Langston:

This firm serves as legal counsel to the Sarasota National Community Development District (the “**District**”). If you are represented by legal counsel, please direct this correspondence to him or her, and let us know your counsel’s contact information so that any future correspondence can be appropriately addressed.

I am writing to follow up on the District’s prior correspondence to you dated January 27, 2023 and May 30, 2023 regarding violation of the Environmental Resource Permit (“ERP”), issued by the State of Florida, as a result of vegetation being removed from certain wetlands located within the District and adjacent to the golf course.

This letter shall serve as your formal notice that the District hereby demands reimbursement for its expenses incurred to date in the amount of \$9,812.50 by August 8, 2023 or the District will have no choice but to take the appropriate legal action to protect the District’s rights. Moreover, nothing in this letter shall be construed as a waiver of any rights the District may have again you with respect to this matter.

The District further requests your attendance at the next Board of Supervisors meeting to discuss the matter further. The next meeting will be held on August 8, 2023 and 2:00 PM at the Sarasota National Clubhouse, 25500 National Boulevard, Venice, Florida 34293.


KUTAKROCK

July 18, 2023

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Should you have any questions, please contact me at (850) 692-7300 or Lindsay.Whelan@KutakRock.com. The District appreciates your cooperation in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Lindsay C. Whelan". The signature is written in a cursive, slightly slanted style.

Lindsay C. Whelan
Counsel to the Sarasota National
Community Development District

cc: Cleo Adams, District Manager (via e-mail)
Gerald Bergmoser, Chairperson, Board of Supervisors (via e-mail)

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

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One-Time Work Order Agreement

Customer Name: Sarasota National CDD

Management Company (if applicable): Wrathell, Hunt, & Associates LLC, Cleo Adams

Work Order Description: Lake 56 Fish Stocking

Premier Lakes Consultant: Alex Kurth & Bill Kurth

Consultant Phone Number: 239-707-1575 (Alex) & 239-707-4899 (Bill)

This Agreement, dated **August 2, 2023**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes" and **Sarasota National CDD**, hereinafter known as "Customer".

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer in accordance with the terms and conditions of this Agreement, and Customer agrees to pay Premier Lakes for those services as enumerated below in accordance with the terms and conditions of this agreement.
2. **Service Area:** The "Service Area" is described as **Lake 56**.
3. **One-Time Services:** Premier Lakes will perform **stocking of 5,500 Channel Catfish and 5,500 Bluegill/Shellcracker mix**
4. **Payment Terms:** The total agreement amount is **\$11,950**. The total agreement amount will be invoiced upon completion of services. Customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to customer by Premier Lakes on balances not paid with the sixty (60) days.
5. **Forms of Payment:** Premier Lakes accepts payment by Check, ACH, Debit, and Credit Cards.
6. **Credit & Debit Card Fees:** Premier Lakes will charge customer a 3% processing fee for invoices paid by Credit or Debit card.
7. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of Service Area has materially declined between the date of this Agreement and commencement date of the Agreement. If



Premier Lakes commences services under this Agreement, then this paragraph will not apply.

8. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
9. **Enforcement and Governing Law:** 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 to damages and injunctive relief under Florida law.
10. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants on account of disease, pestilence, flood, weather or any other means unrelated to Premier Lakes activities. In addition, some collateral damage to beneficial plants might be necessary in order to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
11. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct. In no event will any party to this agreement be liable to the other for incidental, consequential or purely economic damages.
12. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law, and acknowledge all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
13. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.



Total Agreement Amount: \$11,950

Accepted and Approved:

Sarasota National CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name: Alex Kurth

Title: President

Date: 8/2/2023

Please Remit All Payments & Contracts to: 2551 Technology Blvd, Unit 6, Punta Gorda, FL
33950



**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

Sarasota National CDD

Financial Highlights Report

As of 6/30/23

General Fund

Revenues

Special Assessment On-roll: At 101% Year to Date (YTD) – note the majority are historically received during the month of December as a result of payers taking advantage of the early discount (4%). 2023 Property taxes due date was extended to April 30th due to Hurricane Ian.

Special Assessment Off-roll: At 50% (YTD) as this is the Developer/Lennar. Off-Roll will be On-Roll for 2023/24 Fiscal year budget. On August 2nd Lennar was contacted and they indicated that two payments were mailed into Corporate last week.

Miscellaneous: Represents fraudulent/unauthorized activity dated August 11, 2022 and funds have been returned.

Expenditures (through end of June at 53%, and is 22% under straight proration of 75%)

Audit: At 62% year to date. The Audit was approved at your July meeting.

Arbitrage Rebate Calculation: At 43% (YTD) To ensure the district's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability. Only has to be submitted/reported every five years.

Dissemination agent: At 75% and provided by WHA, dissemination agent services are a requirement of the Securities & Exchange Act of 1934, pursuant to Rule 15c2-12.

Trustee: At 0% is an Annual Fee paid to US Bank for the services provided as trustee, paying agent and registrar for the debt service and construction funds.

Legal: At 45% YTD - Legal expenses will fluctuate year by year based on activity.

Engineering Fees: At 78% - Engineering expenses will fluctuate year by year based on activity.

Insurance: At 101% and is a once per year expense typically occurring in October.

Annual District Filing Fee: At 100% is a once per year active status filing with the State of Florida and typically is occurring in October/November.

Other Current Charges: At 79% are Bank charges and other miscellaneous expenses incurred during the year.

Water Management/Other Contractual Services: At 51% and is 24% under straight proration. This line item Includes monthly lake maintenance, midge fly treatments and Littoral planting projects. As well as \$47,970.00 Preserve/Mitigation by Earthbalance (Phase 10- South end) and Eco-Logic Services \$156,390.00 (monitoring and maintenance of all other conservation/preserve maintenance areas). Current month represents Premier Lakes, Eco-Logic, Midge Fly treatment of Lake 56 and Brit Surveying staking of Area 46m 43 and 22.

Water Management/Lake bank erosion repairs: At 16% YTD and includes bank restoration repairs of \$3,205.00.

Other Fees and Charges:

Tax Collector: At 96% - These fees are 1.5% of the assessment levied.

Property Appraiser: At 0% and are 1.5% of the assessment levied.

Debt Service Fund

2020 Series Bond

Expenditures

Principal: At 100% is paid May 1st of each year.

Interest: At 100%, as 50% of annual interest expense is paid each November 1st, with the other 50% plus the annual Principal amount being paid each May 1st.

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2023**

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
JUNE 30, 2023**

	Major Funds		Total Governmental Funds
	General	Debt Service Series 2020	
ASSETS			
Cash - SunTrust	\$ 545,506	\$ -	\$ 545,506
Investments			
Revenue account	-	652,487	652,487
Reserve account	-	100,000	100,000
Due from general fund	-	11,090	11,090
Due from WCI	8,076	15,348	23,424
Total assets	<u>\$ 553,582</u>	<u>\$ 778,925</u>	<u>\$ 1,332,507</u>
LIABILITIES & FUND BALANCES			
Liabilities:			
Due to debt service	\$ 11,090	\$ -	\$ 11,090
Taxes payable	153	-	153
Total liabilities	<u>11,243</u>	<u>-</u>	<u>11,243</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	8,076	15,348	23,424
Total deferred inflows of resources	<u>8,076</u>	<u>15,348</u>	<u>23,424</u>
Fund balances:			
Restricted for:			
Debt service	-	763,577	763,577
Unassigned	534,263	-	534,263
Total fund balances	<u>534,263</u>	<u>763,577</u>	<u>1,297,840</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 553,582</u>	<u>\$ 778,925</u>	<u>\$ 1,332,507</u>

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy - on roll	\$ 3,669	\$ 475,253	\$ 472,422	101%
Assessment levy - off roll	-	8,076	16,153	50%
Interest	5	47	-	N/A
Miscellaneous	-	35,265	-	N/A
Total revenues	<u>3,674</u>	<u>518,641</u>	<u>488,575</u>	106%
EXPENDITURES				
Administrative:				
Management	3,298	29,678	39,571	75%
Supervisors	-	2,153	3,500	62%
Audit	7,400	7,400	7,000	106%
Assessment roll preparation	542	4,875	6,500	75%
Arbitrage rebate calculation	-	750	1,750	43%
Dissemination agent	167	1,500	2,000	75%
Trustee	-	-	11,000	0%
Legal	2,255	5,405	12,000	45%
Engineering	409	3,899	5,000	78%
Postage	-	-	500	0%
Telephone	42	375	500	75%
Insurance	-	11,501	11,400	101%
Printing & reproduction	83	750	1,000	75%
Legal advertising	-	191	1,200	16%
Other current charges	62	790	1,000	79%
Annual district filing fee	-	175	175	100%
ADA website compliance	-	-	210	0%
Website	-	705	705	100%
Property tax bills	-	-	100	0%
Total administrative	<u>14,258</u>	<u>70,147</u>	<u>105,111</u>	67%
Water management:				
Other contractual services	35,248	178,913	348,700	51%
Lake bank erosion repair	-	3,205	20,000	16%
Total water management	<u>35,248</u>	<u>182,118</u>	<u>368,700</u>	49%
Other fees and charges				
Tax collector	55	7,110	7,382	96%
Property appraiser	-	-	7,382	0%
Total other fees and charges	<u>55</u>	<u>7,110</u>	<u>14,764</u>	48%
Total expenditures	<u>49,561</u>	<u>259,375</u>	<u>488,575</u>	53%
Excess/(deficiency) of revenues over/(under) expenditures	(45,887)	259,266	-	
Fund balance - beginning	580,150	274,997	258,290	
Fund balance - ending	<u>\$ 534,263</u>	<u>\$ 534,263</u>	<u>\$ 258,290</u>	

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2020
FOR THE PERIOD ENDED JUNE 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy - on roll	\$ 11,259	\$ 1,458,242	\$ 1,449,596	101%
Assessment levy - off roll	-	15,348	30,695	50%
Interest	2,840	30,799	-	N/A
Total revenues	<u>14,099</u>	<u>1,504,389</u>	<u>1,480,291</u>	102%
EXPENDITURES				
Principal	-	780,000	780,000	100%
Interest	-	661,350	661,350	100%
Total debt service	<u>-</u>	<u>1,441,350</u>	<u>1,441,350</u>	100%
Other fees and charges				
Tax collector	168	21,815	22,650	96%
Property appraiser	-	-	22,650	0%
Total other fees and charges	<u>168</u>	<u>21,815</u>	<u>45,300</u>	48%
Total expenditures	<u>168</u>	<u>1,463,165</u>	<u>1,486,650</u>	98%
Excess/(deficiency) of revenues over/(under) expenditures	13,931	41,224	(6,359)	
Fund balance - beginning	749,646	722,353	686,814	
Fund balance - ending	<u>\$ 763,577</u>	<u>\$ 763,577</u>	<u>\$ 680,455</u>	

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT
MINUTES OF MEETING
SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Sarasota National Community Development District held a Public Hearing and Regular Meeting on July 11, 2023 at 2:00 p.m., at the Sarasota National Clubhouse, 25500 National Boulevard, Venice, Florida 34293.

Present were:

Gerald Bergmoser	Chair
Carlton (Cary) Leuschner	Vice Chair
John Istwan	Assistant Secretary
Richard (Dick) Smith	Assistant Secretary
Douglas Kasl	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	District Manager
Shane Willis	Operations Manager
Lindsay Whelan (via telephone)	District Counsel
Patrick Healy (via telephone)	District Engineer
Michael Barnett (via telephone)	Keefe McCullough
Alex Kurth	Premier Lakes, Inc.
Bill Kurth	Premier Lakes, Inc.
Donald Young	Resident
Peggy Powers	Resident
Beth Dolce	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the meeting to order at 2:00 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments: Agenda Items [3-Minute Time Limit]

Resident Peggy Powers presented pictures and expressed her opinion that littorals on Lake 28 have grown significantly and require maintenance to promote natural water flow. Mrs. Adams stated the littoral shelf is beneficial and it does not appear to be excessive. Mr. Adams stated it will be inspected and noted that some portions of the littoral shelf are under the requirements of the Southwest Florida Water Management District (SFWMD) and the County.

44 The photographs and littoral shelf plantings were discussed.

45 Mr. Willis stated he inspected the area recently and did not see an issue in the area.

46 Mr. Bill Kurth stated he recently treated the lake and, while the littorals are beneficial,
47 the area is shallow and might need minimal maintenance to encourage water flow. Mr. Istwan
48 expressed concern about setting a precedent for such issues surrounding the littoral plantings.

49 Mr. Healy stated the permitted littoral shelves must be dug to a certain depth to allow
50 plant growth; he thinks the area in question is not a permitted area. Regarding dredging the
51 lake, he stated most of the CDD lakes are deep and there would be no benefit to dredging. The
52 lake must be dug to a 4:1 slope and digging deeper can increase the slope and cause erosion.

53 Mr. Adams stated similar issues occurred in the past and the best solution seems to be
54 monitoring and minimal maintenance.

55 Resident Donald Young discussed the presence of midge flies. A Board Member recalled
56 midge fly treatments performed in the past and asked if any benefit was observed. Ms. Powers
57 replied affirmatively and stated it takes about one month to notice a significant reduction.

58 Discussion ensued about previous treatments and the pervasive nature of midge flies.

59 Mr. Kurth and Mr. Willis explained the current treatment program and stated the results
60 seem better than previous treatments; multiple treatments are necessary. This subject will be
61 addressed further later in the meeting.

62

63 **THIRD ORDER OF BUSINESS**

**Presentation of Audited Basic Financial
Statements for the Fiscal Year Ended
September 30, 2022, Prepared by Keefe
McCullough**

67

68 Mr. Barnett presented the Audited Annual Financial Report for the Fiscal Year Ending
69 September 30, 2022 and accompanying disclosures. There were no findings, irregularities or
70 instances of noncompliance; it was an unmodified opinion, otherwise known as a clean audit.

71 Discussion ensued regarding the Balance Sheet.

72 Mr. Bergmoser recalled that, when WCI purchased the CDD out of receivership or
73 bankruptcy, the outstanding CDD bonds were negotiated down. Mr. Adams stated the bonds
74 were negotiated from approximately \$60 million down to about \$20 million, which was fairly
75 typical at the time. Mr. Bergmoser stated the CDD is in a strong financial position.

76

77 **FOURTH ORDER OF BUSINESS**

Consideration of Resolution 2023-05,
Hereby Accepting the Audited Basic
Financial Statements for the Fiscal Year
Ended September 30, 2022

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On MOTION by Mr. Leuschner and seconded by Mr. Bergmoser, with all in favor, Resolution 2023-05, Hereby Accepting the Audited Basic Financial Statements for the Fiscal Year Ended September 30, 2022, was adopted.

86
87
88

▪ **Discussion: Agreement Between CDD and HOA**

89 **This item was an addition to the agenda.**

90 Mrs. Adams stated she was recently notified by the HOA about a broken sidewalk near
91 the entrance to the CDD. She distributed and presented an Infrastructure and Maintenance
92 Agreement between the Master Association and the CDD that was put into place in 2007 but
93 never fully executed. Mr. Adams indicated this occurred around the time that the Developer
94 filed for bankruptcy. Ms. Whelan recommended the HOA sign the Agreement, which states that
95 the HOA is responsible for all the common elements of anything owned by the CDD.

96 A Board Member asked when the GIS will be complete. Mrs. Adams estimated the GIS
97 will be complete in approximately two weeks.

98 Discussion ensued regarding the repairs needed, the ongoing need for sidewalk
99 maintenance and the specific area in question.

100 Mr. Healy stated, per the Property Appraiser’s map, the area seems to be CDD property.
101 The understanding has always been that common areas are to be maintained by the HOA. Mrs.
102 Adams stated, while it is not a legal survey, the GIS Survey will provide the necessary
103 information, including ownership of parcels, lakes, flow ways and conservation areas.

104 A Board Member asked if there is evidence or a photograph of the sidewalk damage.
105 Mrs. Adams replied no, Staff needs to inspect the area.

106 Mr. Adams asked Mr. Healy to email the Sarasota National plats. Mr. Healy stated he
107 will do so and the area in question is in the Phase 1 plat. Mr. Adams stated, while the CDD owns
108 the parcel outside the gate, the dedication language on the plat will tell who is responsible for
109 specific improvements.

110 Mr. Healy stated the plat is old but that tract is listed as maintained by Toscano, LLC, the
111 original Developer, so he thinks that would include the HOA. The plat was recorded in 2007 and

112 includes stormwater areas listed as owned and maintained by the CDD and the common areas
113 are listed as owned and maintained by Toscano, LLC.

114 Discussion ensued regarding the plat and ownership and maintenance of improvements.

115 Mr. Bergmoser asked if there is a potential legal problem. Ms. Whelan stated this issue
116 was just identified yesterday and she and Mr. Healy need time to research it. She suggested
117 delegating authority to the Chair or a Board Member and sending a letter to the HOA to advise
118 that the CDD will work to fix the portions of the sidewalk but the CDD is not accepting
119 responsibility for the repair and replacement of the sidewalk.

120 Mr. Willis stated the Property Appraiser's website indicates that a Quit Claim Deed was
121 recorded in June 2021 transferring that property from DiVosta Homes, L.F., to Island Walk and
122 West Villages Homeowners Associations.

123 Ms. Whelan stated Staff will continue researching and determining whether repairs are
124 warranted. Based on the lack of a signed Agreement and the HOA Declaration, the HOA is not
125 obligated to maintain the sidewalk so it is up to the CDD or another entity. While the
126 Agreement is a standard Agreement, Staff must review it to ensure the accuracy of Exhibit A.

127

128 FIFTH ORDER OF BUSINESS

Update: Premier Lakes, Inc. (Alex Kurth)

129

130 • Lakes Identified for Littoral Planting Projects

131 Mr. Alex Kurth and Mr. Bill Kurth presented the Inspection Report and noted the
132 following:

133 ➤ The lakes are improving despite low water levels and a lot of initial work to be done.

134 ➤ Shoreline weeds and algae were treated with an emphasis on controlling torpedo grass
135 before water levels rise while not damaging the littorals.

136 ➤ Many of the littorals look good.

137 Mr. Smith stated a Bulrush resident near Lake 17 was pleased with Premier Lakes' weed
138 infestation treatment. He noted and appreciates the attention to the right of Hole 10.

139 Mrs. Adams discussed the littoral work performed by Eco-Logic in conjunction with
140 SWFWMD permit requirements.

141 Mr. Bill Kurth stated 16 lakes are devoid of littoral plantings. He will provide a prioritized
142 list to Mrs. Adams based on goals that are still being determined. He recommended waiting
143 until water levels rise to plant littorals.

144 Mr. Smith stated he appreciated the tour of the lake banks.

145 A Board Member noted that a fish kill occurred in the big lake. Mr. Bill Kurth stated 98%
146 of the fish that died are non-native tilapia. The fish kill might have been related to a change in
147 water temperature and bacterial infections; similar situations exist in nearby communities.

148 Discussion ensued regarding lake temperatures, causes of the fish kill, fish cleanup, etc.

149 Resident Beth Dolce asked if there is a chance the fish kills will end in a month. Mr. Bill
150 Kurth stated that cooler temperatures might bring improvement.

151 Mr. Kurth provided and presented a One-Time Work Order Agreement to stock Lake 56
152 with Gambusia Channel Catfish, which will eat midges. He discussed treatment strategies for
153 Lake 56 and midge flies and responded to questions. Mr. Willis stated bright white outdoor
154 lights tend to attract midge flies.

155 Mr. Kurth will consult with the vendor and advise of the likelihood that stocked fish will
156 reproduce and restock the lake over time.

157 Fish stocking and the priority list regarding littoral plantings will remain on the agenda.

158

159 **SIXTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2023/2024 Budget**

160

161

162 **A. Proof/Affidavit of Publication**

163 **B. Consideration of Resolution 2023-06, Relating to the Annual Appropriations and**
164 **Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending**
165 **September 30, 2024 Authorizing Budget Amendments; and Providing an Effective Date**
166 **The Public Hearing was opened.**

167 Mr. Adams reviewed the proposed Fiscal Year 2024 budget, highlighting increases,
168 decreases and adjustments, compared to the Fiscal Year 2023 budget, and explained the
169 reasons for any changes. Wetland maintenance monitoring will decrease because several
170 littoral shelves met the required performance criteria. Rather than reducing assessments, the
171 funds saved were allocated to midge fly treatment, keeping assessments flat year-over-year.

172 Ms. Whelan noted that public comments related to the proposed Fiscal Year 2024
173 budget are welcome prior to adoption of the Resolution.

174 No members of the public spoke.

175 **The Public Hearing was closed.**

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On MOTION by Mr. Leuschner and seconded by Mr. Bergmoser, with all in favor, Resolution 2023-06, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024 Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-07, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Mrs. Adams presented Resolution 2023-07. This Assessment Levying Resolution directs Staff to prepare a lien roll and transmit the on-roll lien roll to the Tax Collector for placement of the assessments on the property tax bill.

On MOTION by Mr. Bergmoser and seconded by Mr. Istwan, with all in favor, Resolution 2023-07, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Direct Collection of Special Assessments Agreement for Fiscal Year 2023/2024

This item was deferred.

NINTH ORDER OF BUSINESS

Continued Discussion/Update: Wetland 43 & 46 Disturbance

This item was discussed in conjunction with Item 13C.

220 TENTH ORDER OF BUSINESS

Discussion: Midge Fly Mitigation

221

- 222 • Continued Use of Larvicide on District Lakes

- 223 • Fish Stocking

- 224 ○ Consideration of Proposal for Lake 56

225 This item was discussed in conjunction with the Fifth Order of Business.

226

227 ELEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of May 31, 2023

228

229

230 Mr. Adams discussed the features and benefits of the Cash Sweep account. Synovus
 231 Bank has a government lending and investment division that only deals with governmental
 232 entities. As of today, CDDs that keep a balance over \$500,000 can get an interest rate that is
 233 indexed against the Federal Funds rate, minus 75 basis points, for a 4.5% interest rate. Balances
 234 of \$200,000 to \$500,000 can get an interest rate that is indexed against the Federal Funds rate,
 235 minus 100 basis points, for a 4.25% rate. Balances below \$200,000 can get an interest rate that
 236 is indexed against the Federal Funds rate, minus 100 basis points, for a 3.5% rate.

237

238 **On MOTION by Mr. Bergmoser and seconded by Mr. Kasl, with Mr. Bergmoser,**
 239 **Mr. Kasl, Mr. Istwan and Mr. Leuschner in favor and Mr. Smith dissenting,**
 240 **authorizing Staff to open and fund a Cash Sweep Account with Synovus Bank,**
 241 **as discussed, and authorizing the Chair to execute, was approved.**

242

243

244 The financials were accepted.

245

246 TWELFTH ORDER OF BUSINESS

Approval of April 11, 2023 Regular Meeting Minutes

247

248

249 The following changes were made:

250 Lines 32, 350 and 356: Change "Mark Gooeier" to "Marc Goodier"

251 Line 211: Insert "littoral plantings in" before "lakes" and delete "in common areas"

252

253 **On MOTION by Mr. Kasl and seconded by Mr. Leuschner, with all in favor, the**
 254 **April 11, 2023 Regular Meeting Minutes, as amended, were approved.**

255

256

257 THIRTEENTH ORDER OF BUSINESS

Staff Reports

258

259 **A. District Counsel: Kutak Rock LLP**

260 Ms. Whelan stated Legislation requiring Supervisors to complete a four-hour ethics
261 continuing education course passed. The requirement will become effective on January 1, 2024.
262 Course options and further updates will be provided when available.

263 Ms. Whelan discussed upcoming changes to contracts and Request for Proposals (RFP)
264 requirements for future CDD contracts to indicate that environmental, social and governance
265 factors will not be taken into account in future CDD contracts.

266 **B. District Engineer: Kimley Horn and Associates, Inc.**

267 A Board Member asked if the Golf Course Committee met with Staff yet. Mr. Healy
268 replied affirmatively; the Committee is still in the preliminary planning stage. The architect is
269 meeting with the Renovation Committee in the coming weeks. Updates will be provided in the
270 event of impacts on CDD-owned infrastructure, etc.

271 **C. District Manager: Wrathell, Hunt and Associates, LLC**272 • **NEXT MEETING DATE: August 8, 2023 at 2:00 P.M.**273 ○ **QUORUM CHECK**

274 Supervisors Leuschner, Istwan, Kasl and Bergmoser confirmed their in-person
275 attendance at the August 8, 2023 meeting. Supervisor Smith will attend via telephone.

276 Mrs. Adams reported the following:

277 ➤ On May 30, 2023 a second notice and an invoice totaling \$9,812.50 to date was sent to
278 Sarasota National Golf Club regarding the Wetlands 43 and 46 disturbances.

279 ➤ The Restoration Plan has not been received yet. Once the plan is received, it is hoped
280 that the Golf Course will purchase and install those plants, which will represent a significant
281 savings compared to a CDD vendor.

282 ➤ Mr. Jim Dunne left a voicemail asking to set up a meeting to discuss the letter.
283 Mrs. Adams advised him that he needs to attend a CDD meeting and speak with the Board. Mrs.
284 Adams will email the correspondence to Ms. Whelan, who will send a letter to Mr. Dunne.

285 Mrs. Adams stated the Restoration Plan will be developed by the Environmental
286 Consultant at a cost of approximately \$7,000; the surveyor will cost approximately \$3,000.

287 ➤ Commencing immediately, Eco-Logic's crews will wear company shirts while working in
288 the field and provide a report following service.

289 ➤ The GIS mapping system should be operational in two weeks. Phase 1 will include parcel
290 ownerships, lakes, flow ways and wetland conservation areas. Phase 2, under the 2024 budget,
291 will include drainage, labels and platted easements.

292 **D. Operations Manager: Wrathell, Hunt and Associates, LLC**

293 The June Field Operations Report was included for informational purposes.

294 Regarding his email regarding the fish kill, Mr. Willis stated it was initially believed that
295 the fish kill was related to a heavy rain washing pesticide from a recent application into the
296 lake; however, it was later determined that it was not likely the cause.

297

298 **FOURTEENTH ORDER OF BUSINESS**

**Supervisors’ Requests: Supervisor Kasl’s
Discussion Topics**

299

300

301 • **Community Communication/Reaction to Inclusion in the June Newsletter**

302 Mr. Kasl questioned if the Newsletter is an appropriate means of disseminating CDD
303 updates. Mr. Willis noted email updates assume the risk that information will be outdated.

304 In response to a request for an update from the HOA meeting, Mr. Kasl stated there
305 were no matters of importance to affect CDD deliberations. He will forward his update to Mrs.
306 Adams for inclusion in the next meeting agenda.

307 • **Annual Community Irrigation Challenges/Review of Water Management Plan**

308 Mr. Kasl asked if the Water Management Plan will be reviewed to determine if it suits
309 the needs of the CDD and if it is still appropriate in terms of structure and operations.

310 Mr. Willis stated the CDD’s stormwater management system is not for irrigation.

311 • **Development of District’s Written History, Evolution, Current Status and Future Vision**

312 Mr. Kasl discussed the need to share CDD information with residents. Mr. Adams will
313 meet with Mr. Kasl to discuss his informational PowerPoint presentation for residents.

314 • **Strategic Plan for Golf Course and Remediation Actions Following Hurricane Ian**

315 This item was discussed earlier in the meeting.

316

317 **FIFTEENTH ORDER OF BUSINESS**

Adjournment

318

319

320 **On MOTION by Mr. Leuschner and seconded by Mr. Istwan, with all in favor,**
321 **the meeting adjourned at 4:07 p.m.**

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327 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
C**

SARASOTA NATIONAL COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

Sarasota National Clubhouse, 25500 National Boulevard, Venice, Florida 34293

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 10, 2023	Regular Meeting	2:00 PM
November 14, 2023	Regular Meeting	2:00 PM
January 9, 2024	Regular Meeting	2:00 PM
April 9, 2024	Regular Meeting	2:00 PM
July 9, 2024	Regular Meeting	2:00 PM
August 13, 2024	Regular Meeting	2:00 PM

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
D**



Wrathell, Hunt and Associates, LLC

TO: Sarasota National CDD Board of Supervisors

FROM: Shane Willis – Operations Manager

DATE: August 08, 2023

SUBJECT: Status Report – Field Operations

Property Tours:

- Property tours were conducted on the following dates:

July 11, 2023: Property tour conducted focused on lake maintenance and conservation easements.

Resident Interactions:

- 07/07/23 – Informed by HOA on Awabuki that they had concerns about a tree near their condo, I reviewed on 7/11/23 and then requested Premier’s Wetlands Manager review. On 7/28/23 notified HOA that the tree was stable and that the tree limbs were above a safe height for the wetlands crew to trim. Recommended the HOA hire a contractor to have the limbs trimmed back to the property line.
- 07/28/23 – Canterwood Way resident contacted Staff about erosion behind her home, on a previous visit I informed the HOA the erosion was being caused by runoff from their downspouts. I will review prior to the 8/8/23 meeting.

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

10

CDD UPDATE

AUGUST 2023

Approved Budget Fiscal 2024

The CDD's Board approved the September 2024 fiscal budget. There was no change from 2023.

\$1,489,240	Debt Service
409,095	General Operating Funds
<hr/>	
\$1,978,335	

This amount is assessed to property owners within the CDD's boundaries which includes all properties within the Sarasota National Community. Debt service covers the annual amortization of the remaining Bonds outstanding of \$17,060,000. These Bonds have a final maturity of May 1, 2039 with interest ranging from 3 to 4%. General Operating Funds are used to support District operations which include oversight and maintenance of the lakes, ponds, wetlands and conservation areas in the District. All CDD operating activities are performed in accordance with the requirements and subject to the laws and regulations of Federal, State and County agencies. Performance is reported and monitored by them on a periodic basis.

Recent Fish Die-Off in Lake 56

Earlier in July there was a significant Fish Die-off in Lake 56 which is the largest lake on the property bordered by Spartina Dr. and National Blvd. and holes 6 and 7 on the golf side. As quickly they could after notification, over 1,000 dead fish were collected by the lake servicing firm employed by the CDD. This action did not prevent the attraction of many buzzards looking to feast on the dead fish nor did it prevent the smell of the dead fish which was present until the clean up was completed. The dead fish were primarily Tilapia. It was originally thought that the use of pesticides may

have produced this occurrence. The water quality was tested as well as the oxygen levels. All were in healthy tolerances to support wildlife. It appears that this die-off was caused by the extreme heat that has been occurring. The lake temperatures rose to a level that produced stress on the Tilapia fish causing a bacterial reaction. Tilapia are not native fish to our lakes and ponds and are subject to stress related damage. While lake 56 is the largest on the property it is not a very deep lake. No deeper than twelve feet at its deepest. It is not known why the heat stress did not affect Tilapia that may be present in the communities other lakes and ponds. Also, even though the elevated heat level have persisted, there have been no addition significant fish die-off.