

SARASOTA NATIONAL

**COMMUNITY DEVELOPMENT
DISTRICT**

October 10, 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

October 3, 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 October 10, 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. 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
 - Consideration of License Agreement Regarding Wetland Repairs with the HOA
5. Continued Discussion/Consideration of Infrastructure Management and Maintenance Services Agreement with the HOA
6. Discussion: New Cell Towers
7. Acceptance of Unaudited Financial Statements as of August 31, 2023
8. Approval of August 8, 2023 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: November 14, 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

- Continued Discussion: Supervisor Kasl's Items
 - CDD Newsletter – *October 2023*
 - Electronic Library
 - GIS System
 - Undeveloped Land

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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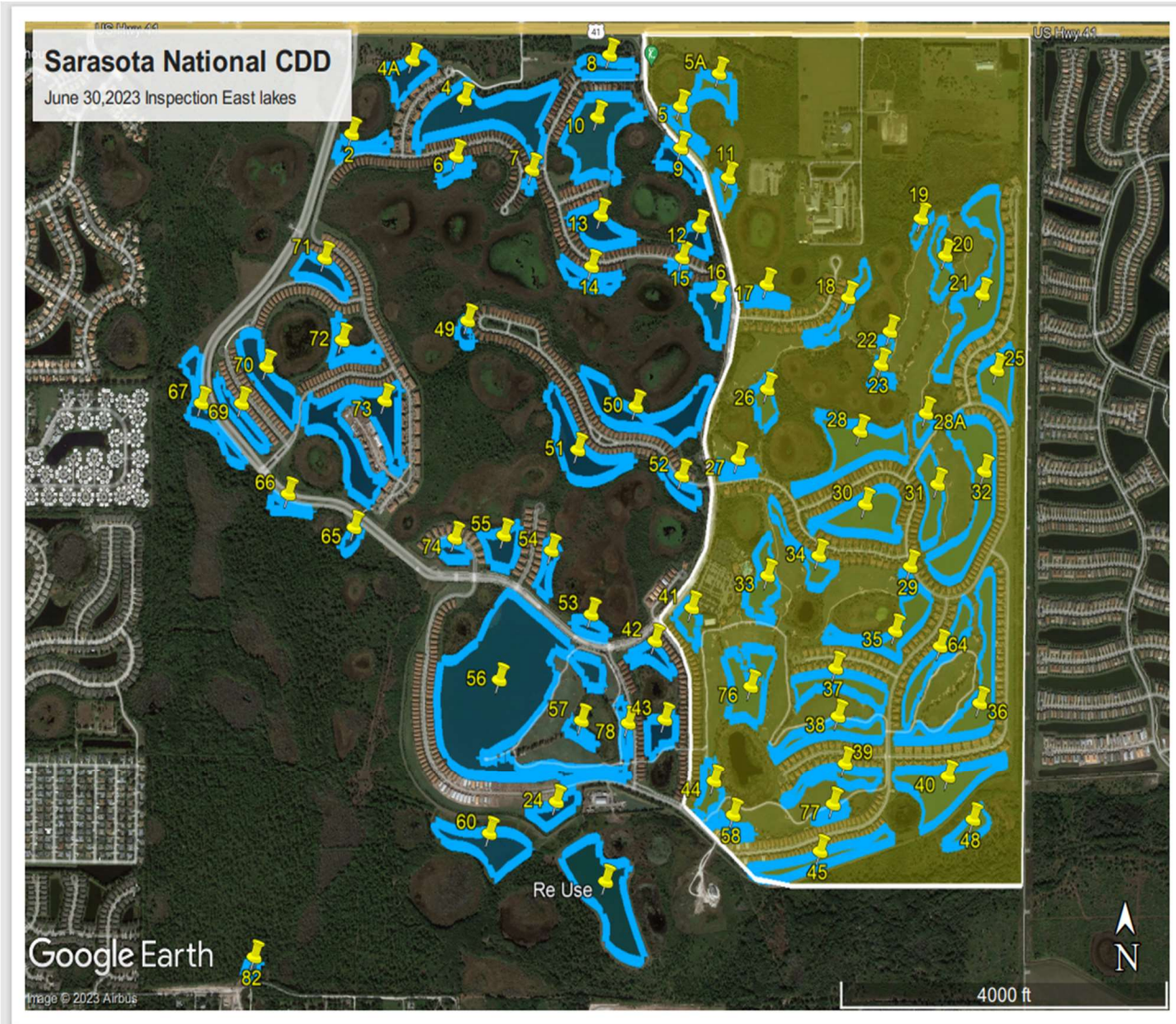


Sarasota National Community Development District

Inspection Date: October 6, 2023
West Lakes

Prepared by: Bill Kurth, Vice President

PremierLakesFL.com 844-Lakes-FL (525-3735)



West Lakes = Non-highlighted area East Lakes = Highlighted area

Site 49**Comments:**

This lake is in good condition, with minor algae within beneficial plants. Traces of Torpedo grass.

Action Required:

Routine maintenance next visit

Target:

Shoreline Weeds

**Site 50****Comments:**

Heavy growth of torpedo grasses has been sprayed and is dying.

Action Required:

Routine maintenance next visit

Target: Touch up on shoreline weeds

**Site 51****Comments:**

This lake has very healthy dense littorals. There is evidence of recent spraying of torpedo grass. There is minor algae and traces of Chara.

Action Required:

Routine maintenance next visit

Target: Algae & Chara



Site 52**Comments:**

Minor algae within plants. Grasses are well controlled, with a few traces of torpedo grass with littoral plants.

Action Required:

Routine maintenance next visit

Target:**Site 16****Comments:**

Torpedo grass has been well controlled, this lake currently has no issues.

Action Required:

Routine maintenance next visit

Target:**Site 15****Comments:**

Grasses are well controlled, with minimal algae.

Action Required:

Routine maintenance next visit

Target:

Site 14**Comments:**

Very dense beneficials with wide shelves. The shoreline weeds have been controlled. Resident complaint about excessive littoral plants.

Action Required:

Routine maintenance next visit

Target:**Site 7****Comments:**

This lake is in good shape, other than alligator weed that is beginning to grow on the banks.

Action Required:

Routine maintenance next visit

Target: Alligator Weed

**Site 4****Comments:**

Minor shoreline weeds.

Action Required:

Routine maintenance next visit

Target: Shoreline Weeds



Site 10**Comments:**

Tall dog fennel on the banks has been well controlled. Minimal algae within the plants.

Action Required:

Routine maintenance next visit

Target:**Site 8****Comments:**

Grass well controlled, minor algae.

Action Required:

Routine maintenance next visit

Target: Algae**Site 10****Comments:**

Another view of Lake 10, shoreline weeds well controlled. Minor algae within the plants. Large littoral shelf has cattails and willows that need to be addressed.

Action Required:

Routine maintenance next visit

Target: Cattails & Willows

Site 9**Comments:**

The water level is extremely low, the grasses are well controlled. A few willow trees in large shelf area should be controlled..

Action Required:

Routine maintenance next visit

Target: Willows

**Site 12****Comments:**

Shoreline weeds are well controlled. Traces of Chara. A small amount of hemp vine in large shelf on the preserve side.

Action Required:

Routine maintenance next visit

Target: Hemp Vine & Chara

**Site 13****Comments:**

There is some algae, barely outside the plants. This lake also needs some torpedo grass and primrose willow controlled.

Action Required:

Grasses should be sprayed ASAP

Target: Torpedo Grass & Primrose Willow



Site 49**Comments:**

The grasses are well controlled. There is minor algae, and possibly minor plankton bloom.

Action Required:

Routine maintenance next visit

Target: Algae and plankton

**Site 2****Comments:**

This lake has minor algae within the littoral plants.

Action Required:

Routine maintenance next visit

Target:

**Site 4A****Comments:**

Shoreline weeds have been well controlled. There are tall dead Dog Fennel on the banks.

Action Required:

Tall Fennel should be cut

Target: Dog Fennel



Site 71**Comments:**

There are very few littorals in the lake, the lake is clean.

Action Required:

Routine maintenance next visit

Target:**Site 72****Comments:**

There are very few littorals in the lake, the lake is clean.

Action Required:

Routine maintenance next visit

Target:**Site 73****Comments:**

Shoreline weeds are well controlled. Marine Naiad is present and shows signs of treatment.

Action Required:

Marine Naiad should be monitored and retreated as necessary.

Target: Marine Naiad



Site 70**Comments:**

Shoreline weeds are well controlled.
Marine Naiad is present and shows signs of treatment.

Action Required:

Marine Naiad should be monitored and retreated as necessary.

Target: Marine Naiad

**Site 69****Comments:**

This lake is in good shape.

Action Required:

Routine maintenance next visit

Target:

**Site 67****Comments:**

Some algae is present, along with some torpedo grass within littoral plants.

Action Required:

Routine maintenance next visit

Target: Torpedo Grass & Algae



Site 66

Comments:

Minor algae and torpedo grass.

Action Required:

Routine maintenance next visit

Target: Torpedo Grass



Site 65

Comments:

This lake is in good condition.

Action Required:

Routine maintenance next visit

Target:



Site 74

Comments:

Minimal Algae is present.

Action Required:

Routine maintenance next visit

Target: Algae



Site 55**Comments:**

Minimal Algae is present. Lake appears to be full along residences and the roadway, but littoral shelves near the preserve are totally exposed.

Action Required:

Routine maintenance next visit

Target: Algae

**Site 56****Comments:**

This lake looks good, except for minor traces of Marine Naiad and the large littoral shelf near the preserve has large clumps of torpedo grass.

Action Required:

The littoral shelf needs to be walked when it is safe. There are several very large aggressive alligators on this lake & its currently unsafe to walk in shelf.

Target: Torpedo Grass

**Site 54****Comments:**

This lake has no current weed issues.

Action Required:

Routine maintenance next visit

Target:



Site 53

Comments:

This lake is in good condition.

Action Required:

Routine maintenance next visit

Target:



Site 78

Comments:

This lake is in good condition.

Action Required:

Routine maintenance next visit

Target:



Site 57

Comments:

This lake has minimal algae.

Action Required:

Routine maintenance next visit

Target: Algae



Summary

COMMENTS:

Overall, there is vivid improvement in all these lakes. The water levels have come up a bit, allowing us to be more efficient. There is evidence of dead or dying grasses and other shoreline weeds on every lake in this section of the community, demonstrating a lot of spray activity in the last month. There is no significant algae bloom in any lake. In many cases, lakes with a lot of littoral plants only show minor algae within the plants and this should not be targeted to allow the beneficial plants to prosper. There are a few lakes with enough algae to be targeted, which will be addressed during routine maintenance. Submersed weeds are well-controlled throughout this section, except for lakes 70 and 73, which have been treated but may need follow-up treatment. Newer lakes in the southwest section, which have few littoral plants and appear to have higher water levels, have extremely few shoreline weed issues, and these lakes look good. Older sections that appear to have significant exposed banks and heavy littoral growth show more evidence of weeds, but most of these have now been controlled. This shows that taking due care to preserve the littoral plants slowed our progress initially, but recent efforts have resulted in vivid improvement.

Lakes 70, 71, 72, 73, 65, 74, 54, 53, 78, and 57 would be good candidates to budget for additional littoral plantings when conditions allow.

Notes on Lake 56 include comments about unusually brave and aggressive large alligators. We believe it is our responsibility to let the Board know so that residents should be warned to be careful around this lake.

Thank you.



**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

Page 2

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".

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)

**LICENSE AGREEMENT BY AND BETWEEN THE
SARASOTA NATIONAL COMMUNITY DEVELOPMENT DISTRICT AND
SARASOTA NATIONAL MASTER HOMEOWNERS ASSOCIATION, INC.,
REGARDING WETLAND REPAIRS**

THIS LICENSE AGREEMENT (“License 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 established pursuant to Chapter 190, Florida Statutes, located in Sarasota County, Florida (the “District”), and

Sarasota National Master Homeowners Association, Inc., a Florida not-for-profit corporation, with an address of 9240 Estero Park Commons, Estero, Florida 33928 (the “Licensee”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District owns, operates, and maintains certain wetlands within the boundaries of the District, more particularly described as Parcels 1C-230 and 1C-229-1 as identified on the plat of *Sarasota National, Phase 11*, recorded at Plat Book 54, Pages 17-38, of the Official Records of Sarasota County (the “District Property”); and

WHEREAS, the Licensee desires to provide remediation and planting/installation services, at its sole cost and expense, on the District Property (the “Services”); and

WHEREAS, the Licensee has requested that the District grant the Licensee’s access to District Property to allow for the Services and the District is agreeable to granting such access pursuant to the terms and conditions set forth herein; and

WHEREAS, the District and the Licensee warrant and agree that they have all right, power, and authority to enter into and be bound by this License Agreement.

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 Licensee agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this License Agreement.

2. GRANT OF LICENSE. The District hereby grants to Licensee a non-exclusive license (“License”) granting the Licensee and its contractors access to the District Property for

the purposes of conducting the Services, at Licensee's sole cost and expense, all pursuant to the terms set forth in this License Agreement.

3. TERMINATION OF LICENSE. The License granted in Section 2, above, shall terminate upon completion of the Services.

4. EFFECTIVE DATE; TERM. This License Agreement shall become effective on the date first written above and shall continue in full force and effect until revoked or terminated earlier in accordance with Sections 4 or 6, herein.

5. REVOCATION, SUSPENSION AND TERMINATION. The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which notice shall be effective immediately upon receipt by Licensee. Both the District and Licensee may terminate this License Agreement upon thirty (30) days' written notice. The provisions of Sections 8 and 9, below, shall survive any revocation, suspension or termination of this License Agreement.

6. COMPLIANCE WITH GOVERNMENTAL REGULATION. Licensee shall comply at all times with relevant statutes and regulations governing the Services and shall, upon request of the District, provide proof of such compliance.

7. CARE OF PROPERTY. Licensee agrees to ensure that the Licensee and its contractors use all due care to protect the property of the District, its landowners, and residents from damage. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of the Licensee's or its contractors' activities under this License Agreement. Licensee shall repair any damage resulting from Licensee's or its contractors' operations under this License Agreement within a reasonable time and shall use its best efforts to make such repairs within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District. The provisions of this Section 8 shall survive termination of this License Agreement.

8. INDEMNIFICATION.

A. Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Licensee agrees to defend, indemnify, and hold the District, and its supervisors, staff, and assigns harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations resulting from the acts or omissions of Licensee, and its agents, contractor, assigns or employees.

C. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this License Agreement, at law, or in equity. The provisions of this Section 9 shall survive the termination or expiration of this License Agreement.

9. **INSURANCE.** Licensee shall ensure that Licensee, at its own expense, maintains insurance during the term of this License with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability	
<i>Bodily Injury</i>	
<i>Property Damage</i>	Combined Single Limit \$1,000,000

Licensee shall provide to District, prior to the commencement of any performance under this contract, an insurance certificate of Licensee naming the District as an additional insured. At no time shall Licensee be without insurance in the above amounts. No policy may be canceled during the term of this License Agreement without at least thirty (30) days' written notice to the District.

10. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this License Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this License Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

11. **RECOVERY OF COSTS AND FEES.** In the event the District is required to enforce this License Agreement by court proceedings or otherwise, then if successful, the District shall be entitled to recover from the Licensee all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs.

12. **DEFAULT.** A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

13. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this License Agreement.

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

15. ASSIGNMENT. Neither the District nor the Licensee may assign its rights, duties or obligations under this License Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

16. INDEPENDENT CONTRACTOR. In all matters relating to this License Agreement, Licensee shall act as an independent contractor. Neither Licensee nor any individual employed by Licensee in connection with the activities contemplated by this License Agreement, is an employee of the District under the meaning or application of any federal or state laws. Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees. Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and Licensee shall have no authority to represent the District as agent, employee or in any other capacity.

17. NOTICES. All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by overnight courier or First-Class Mail, postage prepaid, to the parties as follows:

A. If to the District: Sarasota National Community Development District
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 Licensee: Sarasota National Master Homeowners Association, Inc.
9240 Estero Park Commons
Estero, Florida 33928
Attn: HOA Manager

Except as otherwise provided in this License 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 License 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

Licensee may deliver Notice on behalf of the District and the Licensee. 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.

18. INTERFERENCE BY THIRD PARTY. The District shall be solely responsible for enforcing its rights under this License Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this License Agreement.

19. COMPLIANCE WITH PUBLIC RECORDS LAWS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this License Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, Florida Statutes. Licensee acknowledges that the designated public records custodian for the District is Cleo Adams ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Licensee shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Licensee does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Licensee's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Licensee, Licensee shall 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 Microsoft Word or Adobe PDF formats.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-571-0010, CRISMONDC@WHHASSOCIATES.COM, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

20. CONTROLLING LAW AND VENUE. This License Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State

of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Sarasota County, Florida.

21. ARM'S LENGTH NEGOTIATION. This License Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this License Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this License Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

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

23. AUTHORIZATION. The execution of this License Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this License Agreement.

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

25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this License Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this License Agreement.

26. COUNTERPARTS. This License 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Witness

**SARASOTA NATIONAL MASTER
HOMEOWNERS ASSOCIATION, INC.**

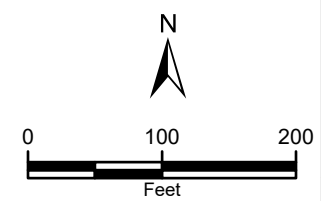
Signature

By: _____
Its: _____

Print Name of Witness



- Legend**
- Survey Points
 - Wetland Line
 - Wetland Buffer (30ft)
- Impact Type**
- ▨ Buffer Impact (±0.71 ac.)
 - ▨ Wetland Impact (±0.21 ac.)



Sources: ECT, 2023.

Figure 1
Wetland Impact Map

Sarasota National Golf Course
Sarasota County, Florida



Wetland 43

Wetland Buffer Restoration (0.454 acres)

Trees and Shrubs	0.45 acres with 100% replant	Acreage	0.454	Centers-feet	100.0%	
	<i>Pinus elliotti</i>	Slash pine	3 gallon	20	30.0%	15
	<i>Ilex cassine</i>	Dahoon holly	3 gallon		20.0%	10
	<i>Quercus laurifolia</i>	Laurel oak	3 gallon		25.0%	12
	<i>Ulmus americana</i>	American elm	3 gallon		25.0%	12
					Tree Total	49
					100%	
	<i>Morella cerifera</i>	Wax myrtle	1 gallon	10	25.0%	37
	<i>Hamelia patens</i>	Firebush	1 gallon		15.0%	22
	<i>Viburnum obovatum</i>	Walter's viburnum	1 gallon		20.0%	30
	<i>Psychotria nervosa</i>	Wild coffee	1 gallon		15.0%	22
	<i>Callicarpa americana</i>	American beautyberry	1 gallon		25.0%	37
					Shrub Total	148
					100.0%	
Groundcover	<i>Spartina bakeri</i>	Sand cord grass	4"	5	25.0%	198
	<i>Tripsacum dactyloides</i>	Fakahatchee grass	4"		25.0%	198
	<i>Muhlenbergia capillaris</i>	Muhly grass	4"		25.0%	198
	<i>Eragrostis spectabilis</i>	Purple lovegrass	4"		25.0%	198
					Herb Total	791

Wetland Restoration (0.104 acres)

Trees and Shrubs	0.10 acres with 100% replant	Planting Acreage	0.104	Centers-feet	100.0%	
	<i>Ulmus americana</i>	American elm	3 gallon	20	50.0%	6
	<i>Quercus laurifolia</i>	Laurel oak	3 gallon		35.0%	4
	<i>Ilex cassine</i>	Dahoon holly	3 gallon		15.0%	2
					Tree Total	11
	<i>Morella cerifera</i>	Wax myrtle	1 gallon	10	50.0%	17
	<i>Itea virginica</i>	Virginia-willow	1 gallon		50.0%	17
					Shrub Total	34
Herbaceous Plantings				Centers-feet	100.0%	
	<i>Sagittaria lancifolia</i>	Arrowhead	bareroot	5	25.0%	45
	<i>Persicaria punctata</i>	Dotted smartweed	bareroot		20.0%	36
	<i>Canna flaccida</i>	Golden canna	bareroot		35.0%	63
	<i>Panicum hemitomom</i>	Maidencane	bareroot		20.0%	36
					Herb Total	181

Wetland 46						
Wetland Buffer Restoration (0.253 acres)						
Trees and Shrubs	0.253 acres with 100% replant	Acreage	0.253	Centers-feet	100.0%	
	<i>Pinus elliotti</i>	Slash pine	3 gallon	20	30.0%	8
	<i>Ilex cassine</i>	Dahoon holly	3 gallon		20.0%	6
	<i>Quercus laurifolia</i>	Laurel oak	3 gallon		25.0%	7
	<i>Ulmus americana</i>	American elm	3 gallon		25.0%	7
					Tree Total	28
					100%	
	<i>Morella cerifera</i>	Wax myrtle	1 gallon	10	25.0%	21
	<i>Hamelia patens</i>	Firebush	1 gallon		15.0%	12
	<i>Viburnum obovatum</i>	Walter's viburnum	1 gallon		20.0%	17
	<i>Psychotria nervosa</i>	Wild coffee	1 gallon		15.0%	12
	<i>Callicarpa americana</i>	American beautyberry	1 gallon		25.0%	21
					Shrub Total	83
					100.0%	
Groundcover	<i>Spartina bakeri</i>	Sand cord grass	4"	5	25.0%	110
	<i>Tripsacum dactyloides</i>	Fakahatchee grass	4"		25.0%	110
	<i>Muhlenbergia capillaris</i>	Muhly grass	4"		25.0%	110
	<i>Eragrostis spectabilis</i>	Purple lovegrass	4"		25.0%	110
					Herb Total	441

Wetland Restoration (0.101 acres)						
Trees and Shrubs	0.101 acres with 100% replant	Planting Acreage	0.101	Centers-feet	100.0%	
	<i>Ulmus americana</i>	American elm	3 gallon	20	50.0%	5
	<i>Quercus laurifolia</i>	Laurel oak	3 gallon		35.0%	4
	<i>Ilex cassine</i>	Dahoon holly	3 gallon		15.0%	2
					Tree Total	11
	<i>Morella cerifera</i>	Wax myrtle	1 gallon	10	50.0%	16
	<i>Itea virginica</i>	Virginia-willow	1 gallon		50.0%	16
					Shrub Total	33
Herbaceous Plantings				Centers-feet	100.0%	
	<i>Sagittaria lancifolia</i>	Arrowhead	bareroot	5	25.0%	44
	<i>Persicaria punctata</i>	Dotted smartweed	bareroot		20.0%	35
	<i>Canna flaccida</i>	Golden canna	bareroot		35.0%	62
	<i>Panicum hemitomom</i>	Maidencane	barefoot		20.0%	35
					Herb Total	176

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

5

**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. Inspections shall be conducted based on best management practices for each category of infrastructure listed in Exhibit A.

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 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 to include Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

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.

C. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) 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 NATIONAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, 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 East 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 NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

6



CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5596
WWW.TEPGROUP.NET

8/22/2023

Sarasota National Community Development District
C/O Wrathell Hunt & Assoc. LLC
2300 Glades Rd., Ste. 410 W.
Boca Raton, FL 33431

Site Name: **SARASOTA NATIONAL**

Parcel(s) of interest: #0462003000 on Venice East Blvd, Venice, FL

Dear Property Owner(s):

By way of introduction, my name is Allan Luke, and I am a Site Acquisition Agent working for Tower Engineering Professionals. Our company provides site development services for wireless telecommunication carriers and tower owners. I am writing you seeking a landowner willing to lease a portion of their property to accommodate the construction of a communications tower. We are working to improve wireless network coverage in Spalding County, GA, and we believe your above-referenced property may be suitable for that purpose.

As mentioned above, we are interested in exploring the possibility of leasing an area, approximately 100'x100' along with a 50' access and utility easement to the nearest right-of-way. The facility will consist of a gravel access road and a communications tower with related equipment shelters and/or cabinets located in a fenced compound at the base of the tower. The tower owner will be responsible for all engineering costs, permit approvals, utility consumption and maintenance associated with the operation of the facility.

If you are interested or would like more information, please contact me at your earliest convenience. I can be reached by email at aluke@tepgroup.net, or by phone at (803)730-2458. Please reference the site name **SARASOTA NATIONAL** when you call or in your email. And if you are not interested, please let me know as well, so I can remove you from any further communications. Also, please understand that time is of the essence, so a timely response is appreciated. Thank you for your time and consideration. I look forward to hearing from you.

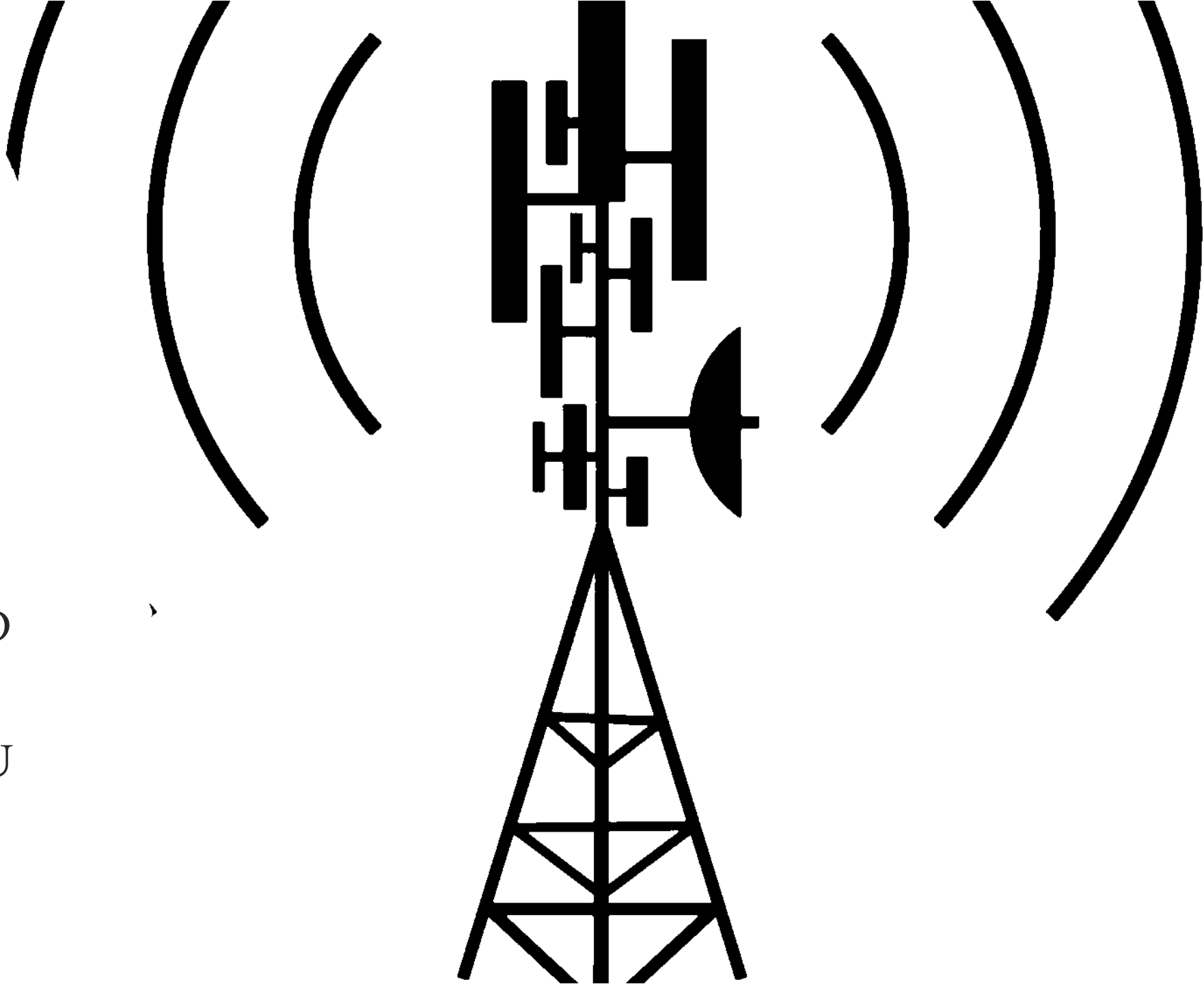
Sincerely,

Allan Luke
(803)730-2458
aluke@tepgroup.net

Please note that I have no authority to bind our client and the result of our negotiations are subject to approval by our client's management. This transmittal, however, is not a representation that I will present this, or any other proposal which results from our negotiations, to our client's management for final approval.

The terms and conditions set forth herein are not an offer and neither party is legally bound until a final document, which is subject to review by our client's counsel and management, has been executed by and delivered to all parties.

WIRELESS
TOWERS AND
HOW THEY
BENEFIT YOU



S I T E S E L E C T I O N

We Strive to minimize operational and visual impact by:

- Locating wireless facilities in areas where existing infrastructure reduces visual impact
 - This can include:
 -
- Avoid interference with landowner operations
- Adhere to jurisdictional requirements

WIRELESS USE

- As of 2023, 73 percent of American Adults live in a household that utilizes only wireless phone service.
- As of 2017, more than 80% of 9-1-1 calls in the United States were made using a wireless connection.
- Over 400M wireless subscriber connections in the US (2017 CTIA Survey)

Wireless facilities offer expanded range and capacity of cellular networks, resulting in substantial public safety benefit.

ADDITIONAL BENEFITS

- Wireless towers offer new locations for cellular carriers, public safety equipment, and infrastructure. This results in:
 - Faster Connection Speeds
 - Fewer Dropped Calls
 - Faster Response Times
 - More Accurate Location Services
 - Opportunity for community service improvements







**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2023**

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
AUGUST 31, 2023**

	Major Funds		Total Governmental Funds
	General	Debt Service Series 2020	
ASSETS			
Cash - SunTrust	\$ 456,342	\$ -	\$ 456,342
Investments			
Revenue account	-	685,044	685,044
Reserve account	-	100,000	100,000
Due from general fund	-	7,241	7,241
Due from WCI	9,813	-	9,813
Total assets	\$ 466,155	\$ 792,285	\$ 1,258,440
LIABILITIES & FUND BALANCES			
Liabilities:			
Due to debt service	\$ 7,241	\$ -	\$ 7,241
Taxes payable	275	-	275
Total liabilities	7,516	-	7,516
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	9,813	-	9,813
Total deferred inflows of resources	9,813	-	9,813
Fund balances:			
Restricted for:			
Debt service	-	792,285	792,285
Unassigned	448,826	-	448,826
Total fund balances	448,826	792,285	1,241,111
Total liabilities, deferred inflow of resources and fund balances	\$ 466,155	\$ 792,285	\$ 1,258,440

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy - on roll	\$ -	\$ 475,314	\$ 472,422	101%
Assessment levy - off roll	-	16,152	16,153	100%
Interest	4	56	-	N/A
Miscellaneous	-	35,265	-	N/A
Total revenues	<u>4</u>	<u>526,787</u>	<u>488,575</u>	108%
EXPENDITURES				
Administrative:				
Management	3,298	36,273	39,571	92%
Supervisors	861	4,091	3,500	117%
Audit	-	7,400	7,000	106%
Assessment roll preparation	542	5,958	6,500	92%
Arbitrage rebate calculation	-	750	1,750	43%
Dissemination agent	167	1,833	2,000	92%
Trustee	-	-	11,000	0%
Legal	2,319	8,092	12,000	67%
Engineering	4,190	10,090	5,000	202%
Postage	165	165	500	33%
Telephone	42	458	500	92%
Insurance	-	11,501	11,400	101%
Printing & reproduction	83	917	1,000	92%
Legal advertising	88	497	1,200	41%
Other current charges	65	920	1,000	92%
Annual district filing fee	-	175	175	100%
ADA website compliance	210	210	210	100%
Website	-	705	705	100%
Property tax bills	-	-	100	0%
Total administrative	<u>12,030</u>	<u>90,035</u>	<u>105,111</u>	86%
Water management:				
Other contractual services	10,980	254,968	348,700	73%
Lake bank erosion repair	-	3,205	20,000	16%
Total water management	<u>10,980</u>	<u>258,173</u>	<u>368,700</u>	70%
Other fees and charges				
Tax collector	-	4,750	7,382	64%
Property appraiser	-	-	7,382	0%
Total other fees and charges	<u>-</u>	<u>4,750</u>	<u>14,764</u>	32%
Total expenditures	<u>23,010</u>	<u>352,958</u>	<u>488,575</u>	72%
Excess/(deficiency) of revenues over/(under) expenditures	(23,006)	173,829	-	
Fund balance - beginning	471,832	274,997	258,290	
Fund balance - ending	<u>\$ 448,826</u>	<u>\$ 448,826</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 AUGUST 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy - on roll	\$ -	\$ 1,458,430	\$ 1,449,596	101%
Assessment levy - off roll	-	30,695	30,695	100%
Interest	3,061	36,732	-	N/A
Total revenues	<u>3,061</u>	<u>1,525,857</u>	<u>1,480,291</u>	103%
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	-	14,575	22,650	64%
Property appraiser	-	-	22,650	0%
Total other fees and charges	<u>-</u>	<u>14,575</u>	<u>45,300</u>	32%
Total expenditures	<u>-</u>	<u>1,455,925</u>	<u>1,486,650</u>	98%
Excess/(deficiency) of revenues over/(under) expenditures	3,061	69,932	(6,359)	
Fund balance - beginning	<u>789,224</u>	<u>722,353</u>	<u>686,814</u>	
Fund balance - ending	<u>\$ 792,285</u>	<u>\$ 792,285</u>	<u>\$ 680,455</u>	

Sarasota National CDD

Financial Highlights Report

As of 8/31/23

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 100% (YTD) as this is the Developer/Lennar. Off-Roll will be On-Roll for 2023/24 Fiscal year budget.

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

Expenditures (through end of June at 72%, and is 20% under straight proration of 92%)

Supervisors: At 117% and represents four Board meetings plus taxes. Chairman Bergmoser did not attend the August meeting. The Board has scheduled six meetings per year, although not always held. October and November meetings were not held last year.

Audit: At 106% year to date. The Audit was approved at your July meeting.

Assessment Roll Preparation: At 92% and provided by WHA, and is billed monthly.

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 92% 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 67% YTD - Legal expenses will fluctuate year by year based on activity.

Engineering Fees: At 202% - And includes Phase I of the GIS Programming of \$6K utilizing unassigned fund balance; with Phase II to be completed under the Fiscal Year 2024 Budget. Engineering expenses will fluctuate year by year based on activity.

Note: Phase I included Parcels/ownership, Lakes/flow-ways as well as wetland conservations. Phase II includes Drainage Pipes and Structures, Labels and Platted easements.

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 92% are Bank charges and other miscellaneous expenses incurred during the year.

Water Management/Other Contractual Services: At 73% and is 19% 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). Also includes Brit Surveying staking of Area 46m 43 and 22. Current month represents Eco-Logic Services for June and July, as well as Lake 56 Fish Kill cleanup and monthly lake maintenance.

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 64% - 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**

MINUTES

DRAFT

**MINUTES OF MEETING
SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

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

Present were:

Carlton (Cary) Leuschner	Vice Chair
John Istwan (via telephone)	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
Bill Conerly (via telephone)	District Engineer
Alex Kurth (via telephone)	Premier Lakes, Inc. (Premier)
Ken Switzer	Resident/HOA Board President

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the meeting to order at 2:00 p.m. Supervisors Leuschner, Smith and Kasl were present. Supervisor Istwan attended via telephone. Supervisor Bergmoser was not present.

SECOND ORDER OF BUSINESS

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

Resident and HOA Board President Ken Switzer asked to defer his comments until the Fifth Order of Business.

THIRD ORDER OF BUSINESS

Update: Premier Lakes, Inc. (Alex Kurth)

40 Mr. Kurth reported the following:

41 ➤ Significant progress in reducing the unwanted vegetation is being made as work on
42 controlling torpedo grass and weeds continues, although water levels are extremely low and
43 have risen only slightly.

44 ➤ Treatments for submersed weeds on the east side are doing very well and continue to
45 be monitored. Algae growth on the west side will be treated within the next two weeks.

46 ➤ Lake 4 was treated for midge flies last week in response to a complaint; the follow-up
47 treatment is scheduled for early September.

48 In response to questions about the treatment process and fish kills, Mr. Kurth stated
49 that, due to the new formulation, the manufacturer advised to initiate a two-part series of
50 treatments, instead of multiple series of treatments; there are no further fish kill reports.

51 Mrs. Adams asked about the list of prioritized areas for littoral planting. Mr. Kurth
52 stated he will have it for the next meeting.

53 Mr. Kasl asked for a copy of the work schedules for Premier and EcoLOGIC
54 Environmental Services (EcoLOGIC). Mrs. Adams noted EcoLOGIC's next monitoring event is
55 scheduled for September; their crews wear company shirts. She will re-send the schedule. Mr.
56 Willis stated that the technicians assess the lakes weekly.

57 ▪ **Continued Discussion: Midge Fly Mitigation**

58 • **Continued Use of Larvicide on District Lakes**

59 • **Fish Stocking**

60 ○ **Consideration of Proposal for Lake 56**

61 **This item, previously the Sixth Order of Business, was presented out of order.**

62 Mr. Kurth reviewed the midge fly mitigation treatment process. He presented a revised
63 One-time Work Order Agreement to stock Lake 56 with Channel catfish and
64 Bluegill/Shellcracker mix, instead of just catfish.

65 Discussion ensued regarding fish reproduction, results after two years, stocking Kozy
66 Kove pond, determining the number of fish needed per lake to be successful, natural predation,
67 continuing midge fly treatments, budgeting and preference to stock when the lakes are not
68 stressed, during cooler water temperatures.

69 Mr. Kurth stated they will continue monitoring the lakes and provide a recommendation
70 when it is safe to commence stocking.

71 Mr. Leuschner suggested including this information in the next newsletter.

72

73 **On MOTION by Mr. Smith and seconded by Mr. Leuschner, with all in favor, the**
74 **Premier Lakes One-Time Work Order Agreement for stocking 5,500 Channel**
75 **Catfish and 5,500 Bluegill/Shellcracker mix in Lake 56, in a not-to-exceed**
76 **amount of \$11,950, in the fall when water temperatures are cooler, was**
77 **approved.**

78

79

80 **FOURTH ORDER OF BUSINESS**

**Continued Discussion: Management and
Maintenance Agreement with HOA**

81

82

83 • **Sidewalk Damage Location**

84 Ms. Whelan recommended the District Engineer or Field Team inspect and determine
85 the location of the damage sidewalk to determine which party is responsible for the repairs.
86 Title research proved conveyance from the Developer to the HOA occurred in 2013 and from
87 the HOA to the CDD in 2015; the Bill of Sale could not be located and they opined, based on the
88 tract, that the CDD owns the sidewalk. As the Agreement with the HOA was not executed or
89 recorded, the CDD options are to initiate a Maintenance Program or execute the Management
90 and Maintenance Agreement with the HOA.

91 Mr. Switzer discussed the HOA's recent action approving repair of all damaged
92 sidewalks in front of residential properties and in common areas. He asked for the location of
93 the sidewalk in question to research if it is already included in the estimate and for a copy of
94 the Management Agreement for the HOA's legal counsel to review it.

95 Ms. Whelan responded to questions about the Management and Maintenance Services
96 Agreement broadly defining "regular" inspections.

97 The following changes were made:

98 Page 4, Section 4, Second Line: Delete first "renewed"

99 Page 7, Signature Line: Change "Natinal" to "National"

100 Page 8, Exhibit A, Second to last bullet, First Line: Insert "East" after "Venice"

101 Page 8, Exhibit A, Last bullet, First Line: Insert "All" before "Sidewalks"
102 This item will remain on the agenda.

103

On MOTION by Mr. Leuschner and seconded by Mr. Bergmoser, with all in favor, the Infrastructure Management and Maintenance Services Agreement with the Master HOA, as amended, was approved.

107

108

109 **FIFTH ORDER OF BUSINESS**

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

110

111

112

113

114

115 Mr. Switzer apologized for the Golf Club’s actions causing damage to CDD property and
116 stated that, with the intent of improving communication with the CDD, the HOA appointed a
117 liaison to the CDD in case of his absence at CDD meetings. He acknowledged the materials Mrs.
118 Adams provided were thorough and asked why the HOA is being billed for surveys. Mr. Willis
119 and Mrs. Adams stated that surveying the property is typical in order to assess where the
120 damage occurred. It is within the preserve or the golf course property. It was noted that the
121 HOA is not being charged to replace the signs that were destroyed.

122 A Board Member asked if ICON Management Services, Inc. (ICON) is culpable for
123 destroying the native plants and if the HOA can push the costs to them. Ms. Whelan stated that
124 the CDD will hold the HOA accountable; the HOA will have to research whether it can hold ICON
125 liable.

126 Mr. Leuschner stated that it was confirmed that the action taken was taken solely by the
127 Golf Course Superintendent and suggested, as a resident not a Board Member, that the HOA
128 push the costs onto ICON. Mrs. Adams stated she omitted the cost of replanting in case they
129 want the golf course staff to do it to save money. Ms. Whelan is preparing an Agreement for
130 the HOA. The Environmental Consultant is preparing the Restoration Plan, at a cost of
131 approximately \$7,000, which is included in the invoices totaling \$9,800 that were already
132 submitted but it excludes the cost of plant materials, installation or possibly monitoring.

133 A Board Member noted these actions resulted in seeing rooftops and hearing pickleball
134 noise behind his residence.

135 Regarding expectation of reimbursement, Mr. Switzer stated he will convey these
136 discussions at the August 31, 2023 HOA meeting. He asked Mrs. Adams to provide costs for the
137 other outstanding items.

138 It was noted that State Regulation policies require the CDD to leave hurricane-damaged
139 areas in the conservation area in its natural state, as well as any fallen trees on CDD property.

140 Mr. Switzer asked for a hard copy of the CDD map. Mr. Willis and Mrs. Adams provided
141 a timeline of when the HOA was notified of the incident, which spanned two months without
142 any results and resulted in getting District Counsel involved. Mr. Switzer stated he will meet
143 with the Golf Course Superintendent to discuss these issues and prevent any in the future.

144 The item will remain on the agenda.

145

146 **SIXTH ORDER OF BUSINESS**

Continued Discussion: Midge Fly Mitigation

147

- 148 • **Continued Use of Larvicide on District Lakes**

- 149 • **Fish Stocking**

- 150 ○ **Consideration of Proposal for Lake 56**

151 This item was presented following the Third Order of Business.

152

153 **SEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of June 30, 2023**

154

155

156 Mrs. Adams presented the Unaudited Financial Statements and the Financial Highlights
157 Report as of June 30, 2023.

158 The financials were accepted.

159

160 **EIGHTH ORDER OF BUSINESS**

**Approval of July 11, 2023 Public Hearing
and Regular Meeting Minutes**

161

162

163 The following changes were made:

164 Line 55: Change "A Board Member" to "Mr. Smith"

165 Line 274: Change "Istwan" to "Smith"

166 Line 275: Change "Smith" to "Istwan"

167

168 **On MOTION by Mr. Leuschner and seconded by Mr. Smith, with all in favor, the**
169 **July 11, 2023 Public Hearing and Regular Meeting Minutes, as amended, were**
170 **approved.**

171

172

173 **NINTH ORDER OF BUSINESS**

Staff Reports

174

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

176 There was no report.

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

178 A Board Member asked if there is a conflict of interest if the HOA's Architect engages
179 Kimley Horn for the Golf Course redesign project. Ms. Whelan replied no and voiced her
180 opinion that it might be beneficial, as it will allow some efficiencies in terms of communication
181 between the two entities.

182 Mr. Bill Conerly noted his attendance in Mr. Healy's absence due to a scheduling
183 conflict. There was nothing to report. He agreed with the information about the sidewalk
184 discussions.

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

- 186 • **NEXT MEETING DATE: October 10, 2023 at 2:00 P.M.**

- 187 ○ **QUORUM CHECK**

188 Supervisors Istwan, Kasl and Leuschner confirmed their in-person attendance at the
189 October 10, 2023 meeting. Supervisor Smith will attend via telephone.

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

191 The August Field Operations Report was included for informational purposes.

192 As noted in the Operations Report, Mr. Willis had several conversations with the
193 Canterwood Way resident and the HOA about how to address the lake bank erosion issues and
194 that any CDD repairs will not be effective until the resident installs downspout drains.

195

196 **TENTH ORDER OF BUSINESS****Supervisors' Requests: Supervisor Kasl**

197

198 Mr. Kasl asked about the GIS mapping program. Mrs. Adams stated she emailed the link
199 and the program is already on the CDD website.

200 • **Discussion: Update from the HOA**

201 Mr. Kasl asked who would approve altering the intakes since the HOA has water rights
202 for the lakes that the CDD manages. Mr. Adams stated that the HOA would have to go through
203 the permit process, which will require involving the CDD. Mr. Conerly stated the permit process
204 will require approval from the Southwest Florida Water Management District (SWFWMD). He
205 explained there are two different issues, the County providing reclaimed metered water and
206 the SWFWMD water use permit that allows harvesting stormwater. He will convey this to Mr.
207 Healy for further discussion at the next meeting. Mr. Switzer stated that the Golf Course
208 renovation project does not intend to touch any of the CDD's ponds or preserves but, if that
209 changes, the CDD will be notified well in advance.

210 Mr. Kasl stated several emails were received about the pumps being turned off in the
211 summer. Mr. Conerly recalled that the design of the reclaimed storage ponds requires
212 maintaining a certain volume of water for irrigation and to avoid the liner from popping up.

213 • **Discussion: Draft Newsletter**

214 Mr. Kasl stated he would like to discuss the GIS program, with Mr. Willis, and make
215 additional updates to the newsletter before it is distributed. Mrs. Adams asked him to email the
216 final version to her to incorporate on the CDD's letterhead before it is e-blasted to residents.

217 Board Members provided edits to the newsletter to Mrs. Adams to incorporate and
218 were advised to submit future edits to Management. This item will remain an agenda item for
219 the Board's final review prior to forwarding to the residents.

220

221 **ELEVENTH ORDER OF BUSINESS****Adjournment**

222

223

224

225

<p>On MOTION by Mr. Leuschner and seconded by Mr. Smith, with all in favor, the meeting adjourned at 3:38 p.m.</p>

226

227

228

229

230

231 _____
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: October 10, 2023

SUBJECT: Status Report – Field Operations

Property Tours:

- Property tours were conducted on the following dates:

August 8, 2023: Property tour conducted focused on lake maintenance and erosion concerns along Canterwood lake.

September 29, 2023: Property tour conducted focused on lake maintenance and wetlands compliance.

Resident Interactions:

- 08/8/23 – 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. The erosion was reviewed prior to the 8/8/23 CDD Meeting and confirmed with the HOA that the erosion is caused the downspouts, it is not a severe erosion at this point.
- 9/8/23 – Contacted by Supervisor Kasl about possible Brazilian pepper located in wetlands 36, confirmed during 9/29/23 property tour and work order placed with EcoLogic.

Lake 29
9/29/23

OBSERVATIONS

Minor Torpedo Grass
Minor Bank Weeds

WILDLIFE PRESENT

Heron
Fish



Lake 29
9/29/23

Lake 35
9/29/23

OBSERVATIONS

Minor Torpedo Grass
Minor Bank Weeds

WILDLIFE PRESENT

Heron
Alligator
Fish

Lake 35
9/29/23



Lake 35
9/29/23



Lake 35
9/29/23



Lake 37
9/29/23

OBSERVATIONS

Minor Bank Weeds

WILDLIFE PRESENT

Sandhill Cranes
Fish
Coruscant

Lake 37
9/29/23



Lake 37
9/29/23



Lake 36
9/29/23

OBSERVATIONS

Minor Bank Weeds
Minor Torpedo Grass

WILDLIFE PRESENT

Fish

Lake 36
9/29/23



Lake 38
9/29/23

OBSERVATIONS

Algae Along Perimeter
Minor Torpedo Grass

WILDLIFE PRESENT


Sandhill Cranes
Fish
Hérons

Lake 38
9/29/23



Lake 38
9/29/23



A photograph of a lake with a grassy bank in the foreground and water with lily pads in the background. The text "Lake 38" and "9/29/23" is overlaid in red in the upper right quadrant.

Lake 38
9/29/23

Lake 40
9/29/23

OBSERVATIONS

Littoral Vines
Minor Torpedo Grass
Minor Bank Weeds
Minor Pennywort

WILDLIFE PRESENT

Blue Heron
Fish

Lake 40
9/29/23



Lake 40
9/29/23



Lake 39
9/29/23

OBSERVATIONS

Minor Pennywort
Minor Submerged Vegetation

WILDLIFE PRESENT

Ducks
Fish
Hérons



Lake 39
9/29/23



Lake 39
9/29/23

Wetlands 36
9/29/23

OBSERVATIONS

Brazilian Pepper
Dogfennel

WILDLIFE

Rabbits
Hérons

Homeowner concerns about
property line overgrowth should
be addressed to the HOA

Wetlands 36
9/29/23



Wetlands 36
9/29/23



Lake 58

9/29/23

OBSERVATIONS

Recently Treated Bank Weeds

WILDLIFE PRESENT

Turtles

Fish

Hérons



Lake 58
9/29/23



Lake 58
9/29/23

Lake 44
9/29/23

OBSERVATIONS

Minor Bank Weeds

WILDLIFE PRESENT

Alligator
Sandhill Cranes
Fish
Hérons



Lake 44
9/29/23



Lake 44
9/29/23

Lake 56
9/29/23

OBSERVATIONS

Minor Bank Weeds
Minor Torpedo Grass

WILDLIFE PRESENT

Alligator
Blue Heron
Fish
White Ibis



Lake 56
9/29/23



Lake 56
9/29/23

Lake 78

9/29/23

OBSERVATIONS

Bank Weeds

Torpedo Grass

Minor Submerged Vegetation

WILDLIFE PRESENT

Ducks

Fish

Heron



Lake 78
9/29/23



Lake 78
9/29/23

Lake 53

9/29/23

OBSERVATIONS

Bank Weeds

Minor Torpedo Grass

Dogfennel

WILDLIFE PRESENT

Ducks

Turtles

Fish



Lake 53
9/29/23



Lake 53
9/29/23

Lake 52
9/29/23

OBSERVATIONS

Recently Treated Littorals

WILDLIFE PRESENT

Turtles
Fish



Lake 52
9/29/23



Lake 52
9/29/23

Lake 50
9/29/23

OBSERVATIONS

Pennywort
Torpedo Grass

WILDLIFE PRESENT

Alligator
Deer
Fish



Lake 50
9/29/23



Lake 50
9/29/23

Lake 16
9/29/23

OBSERVATIONS

Recently Treated Littorals
Minor Torpedo Grass
Minor Pennywort

WILDLIFE PRESENT

Fish
Ducks
Turtles

Lake 16
9/29/23



Lake 16
9/29/23



Lake 8
9/29/23

OBSERVATIONS

Recently Treated Littorals

WILDLIFE PRESENT

Turtles
Blue Heron
Fish
Ducks



Lake 8
9/29/23



Lake 8
9/29/23

Sidewalk repair near the corner of
Sarasota National Blvd & U.S. 41



**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

10

From: [douglas kasl](#)
To: [Cleo Adams](#)
Subject: Agenda Items for October's Board meeting Sarasota National
Date: Monday, October 2, 2023 3:38:28 PM
Attachments: [CDD October newsletter.pdf](#)

Cleo,

Here are my Agenda Items for the October 10 Board meeting:

1. Finalization of CDD Newsletter and Clarification of process and approval for future publication.
2. Creation of an electronic library of District information that is accessible by the Board. This is to include all historical information organized by type and date since the District's inception.
-Minutes, Financials, Contracts, Monitoring Reports, Update from all service providers, Legal Opinions on behalf of the District, Operating agreements, i.e. HOA interoperating, and any other documents files on behalf of the CDD i.e. Water Management Plan.
3. Information on the GIS System incorrectly identifies CDD ownership of many parcels. While the disclaimer points out the limitation of data accuracy, how do we get the record corrected for all parcels under the direct responsibility of the District?
4. Off of Spartina Dr. between Wetlands 29 and 37F & D is approximately 111 acres of property that is undeveloped land shown as owned by WCI Communities LLC. Is this property owned by the CDD? What is our responsibility for this parcel and others not designated lakes/ponds, wetland or wetland buffers?

Thanks,

Doug Kasl

Sarasota National Community Development District

October
2023

Approved Budget Fiscal 2024

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

\$1,489,240	Debt Service
409,095	General Operating Fund
<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 storm water ponds, wetlands and conservation areas within 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.

HISTORICAL NOTES ON DISTRICT DEBT

In 2007 upon creation of the CDD and the development of Sarasota National, \$61,415,00 in revenue bonds were issued at 5.3% to finance the purchase of land and install supporting infrastructure for the community. These bonds matured in 2039 and total debt service and retirement of the debt would have cost the property owners of the community a total of \$124,277,240 over the life of this debt. Due to the financial difficulties of the developer and principal landowner at that time, these bonds went into default in 2013. At that time \$37,415,000 of these bonds were cancelled. This left \$24,000,00 outstanding with a full amortization cost at \$44,213.140. In 2020, the remaining balance of these bonds, \$19,350,000, were refinanced with interest ranging from 3 to 4% and still maturing in May of 2039. This amounted to an additional savings to the community (taxpayers) of \$3,800,000. Overall, the obligations of the community property owners to support the CDD was significantly reduced by these events.

Fish Die-Off in Lake 56

Earlier in July there was a significant Fish Die-off in Lake 56 which is the largest lake in the community bordered by Spartina Dr. and National Blvd. and holes 6 and 7 on the golf side. Soon after notification, over 100 dead fish were collected by the lake servicing

firm employed by the CDD. It is the opinion of the service firm that this die-off was due to excessively high temperatures of the water and low dissolved oxygen levels. Water quality testing performed did not detect levels of pesticides or other chemical runoff that produced an unhealthy support environment. Also, the dead fish were primarily Tilapia which are particularly stressed by such conditions and easily succumb to bacterial infections. These conditions have occurred in the past with similar fish die-off events. If these conditions persist, then die-off events may reoccur. The lake service firm stands ready to take any remedial actions necessary to remedy the situation. Tilapia are not native fish to our lakes and ponds and their presence is not necessary to maintain a healthy wildlife environment. While lake 56 is the largest in the community, it is not a deep lake, no more than twelve feet at its maximum depth, which also contributed to the elevated heat levels experienced.

New Geographic Information System (GIS)

The CDD website which is on the Sarasota National Website now has a GIS searchable system. This system contains geographic data that draws from other official databases containing ownership and other relevant information on the property within the CDD boundaries. **NOTE: *This information is dated and does not reflect all current ownership designation of each parcel within the CDD. WCI does not have any direct ownership interest within the CDD.*** The site also displays the general geographic information of the state of Florida. There are commands shown in the upper right-hand section which allows a customizable view of the data that includes areas designated by type, i.e., wetland, lake, conservation area, common areas, individual parcel ownership, etc. The tab designated as “layers” is the most useful in this regard. Much of this information is as of the latest data on Sarasota

County's Property Appraiser's website. This data is updated annually and is based on filed transfer paperwork. Paperwork is often delayed. The arial data has not yet been updated for this year. Ownership transactions are generally updated within 60 days of the filing of the transaction with the county. Our management service firm is reviewing the listing of CDD designated properties in this database. This is the first iteration of our system, additional enhancements and data screens are expected in the future. It was felt that the system still was useful for the community while designations were being verified and enhancements developed.

CONTACT

Douglas Kasl

Board Supervisor

dkasl@sarasotationalcdd.com