

**SARASOTA  
NATIONAL**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**January 9, 2024**

**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

December 29, 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 January 9, 2024 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*)
  - Inspection Report [East Lakes]
4. Consideration of Proposal Options for Littoral Plantings
5. Discussion/Update: Golf Course Improvements
6. Continued Discussion/Update: License Agreement with Sarasota National Master Homeowners Association, Inc. Regarding Required Wetland Repairs Located in Wetlands 43 and 46
7. Continued Discussion/Update: Infrastructure Management and Maintenance Services Agreement with the HOA
8. Consideration of Resolution 2024-01, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Sarasota County Supervisor of Elections Begin Conducting the District's General Elections; Providing for Compensation; Setting Forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
9. Acceptance of Unaudited Financial Statements as of November 30, 2023
10. Approval of October 10, 2023 Regular Meeting Minutes
11. 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: April 9, 2024 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*

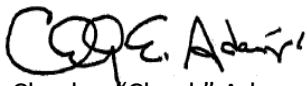
12. Supervisors' Requests

- Supervisor Kasl
  - Discussion: Ownership of Parcels Within the CDD Boundaries
  - Additional Questions/Discussion Items
- Supervisor Smith
  - Discussion: Future Golf Course Designs at Lake 76

13. 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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Inspection Date: 12/20/2023

Prepared for:  
Sarasota National Community Development District  
"East Lakes"

Prepared by: Bill Kurth, Vice President

[PremierLakesFL.com](http://PremierLakesFL.com) 844-Lakes-FL (525-3735)

Site 5A

**Comments:**

Water levels extremely low

**Action Required:**

Routine maintenance

**Target**



Site 5

**Comments:**

Water levels extremely low

**Action Required:**

Routine maintenance

**Target**



Site 11

**Comments:**

Water levels low. Oak tree fallen over is not from a preserve and is covering a portion of the lake bank.

**Action Required:**

Removal of tree should be considered

**Target**



Site 17

**Comments:**

Lake is clean

**Action Required:**

Routine maintenance

**Target**



Site 18

**Comments:**

Minor grasses noted

**Action Required:**

Routine maintenance

**Target**



Site 22

**Comments:**

Looks good

**Action Required:**

Routine maintenance

**Target**





Site 23

**Comments:**

Minor grasses on wetland side

**Action Required:**

Routine maintenance

**Target**



Site 19

**Comments:**

Looks good

**Action Required:**

Routine maintenance

**Target**



Site 20

**Comments:**

Minor shoreline weeds

**Action Required:**

Routine maintenance

**Target**



Site 21

**Comments:**

Looks good

**Action Required:**

Routine maintenance

**Target**



Site 28A

**Comments:**

Looks good

**Action Required:**

Routine maintenance

**Target**



Site 28

**Comments:**

Minor grasses. Narrowing section has had spikerush minimized to limit closing off of finger

**Action Required:**

Routine maintenance

**Target**



Site 25

**Comments:**

Looks good. Far side Pickerelweed off color due to cold

**Action Required:**

Routine maintenance

**Target**



Site 32

**Comments:**

Looks good

**Action Required:**

Routine maintenance

**Target**



Site 31

**Comments:**

Minor regrowth starting on banks

**Action Required:**

Routine maintenance

**Target**



Site 30

**Comments:**

Looks good

**Action Required:**

Routine maintenance

**Target**



Site 27

**Comments:**

Looks good

**Action Required:**

Routine maintenance

**Target**



Site 26

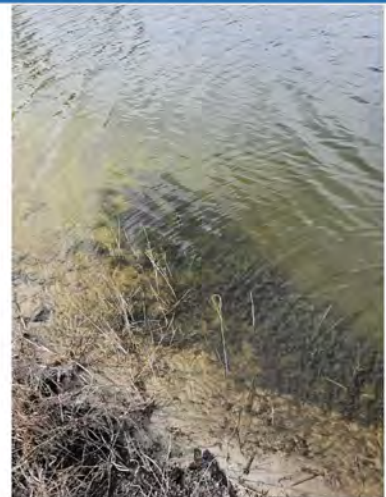
**Comments:**

Traces of Marine Naiad

**Action Required:**

Routine maintenance. Monitor Naiad

**Target**



Site 34

**Comments:**

Minor shoreline weeds noted

**Action Required:**

Routine maintenance

**Target**



Site 33

**Comments:**

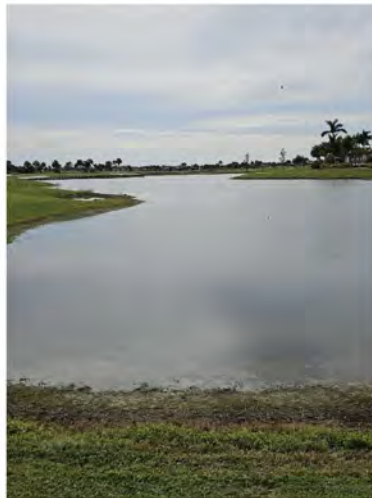
Minor algae bloom starting

**Action Required:**

Routine maintenance

**Target**

Algae



Site 76

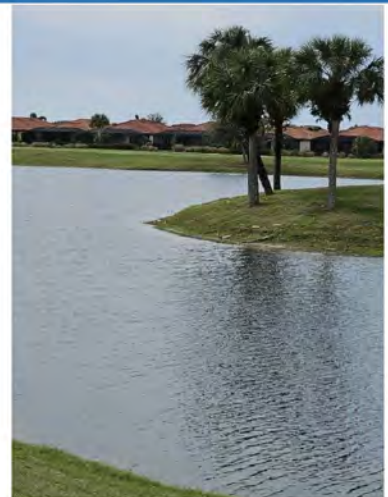
**Comments:**

Looks good

**Action Required:**

Routine maintenance

**Target**



Site 37

**Comments:**

Minor algae bloom beginning. Had to add the wildlife picture, amazing pearly whites.

**Action Required:**

Routine maintenance

**Target**

Algae



Site 38

**Comments:**

Looks good

**Action Required:**

Routine maintenance

**Target**



Site 36

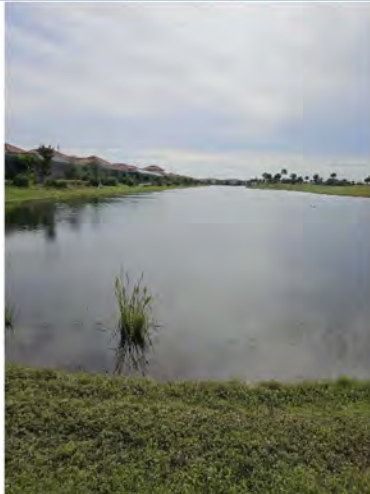
**Comments:**

Minor algae growth noted

**Action Required:**

Routine maintenance

**Target**



Site 64

**Comments:**

Traces of Marine Naiad

**Action Required:**

Routine maintenance. Monitor Naiad

**Target**

Marine Naiad



Site 39

**Comments:**

Minor algae

**Action Required:**

Routine maintenance

**Target**

Algae



Site 40

**Comments:**

Looks good, healthy littoral shelf

**Action Required:**

Routine maintenance

**Target**



Site 45

**Comments:**

Traces of algae

**Action Required:**

Routine maintenance

**Target**

Algae



Site 77

**Comments:**

Minor shoreline weeds beginning to grow

**Action Required:**

Routine maintenance

**Target**



Site 58

**Comments:**

Lake is clean

**Action Required:**

Routine maintenance

**Target**





Site 44

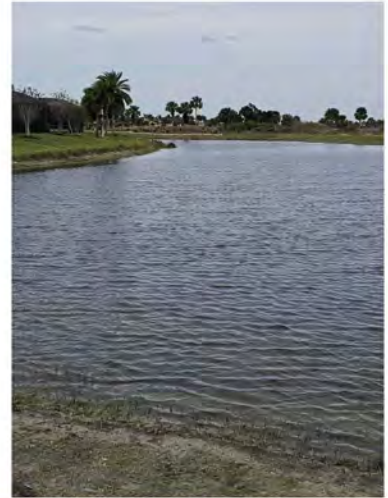
**Comments:**

Looks good

**Action Required:**

Routine maintenance

**Target**



Site 41

**Comments:**

Looks good

**Action Required:**

Routine maintenance

**Target**



35

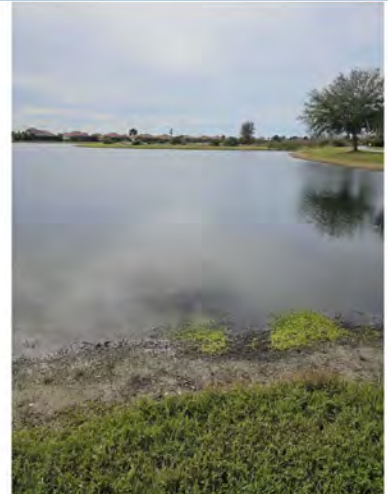
**Comments:**

Looks good

**Action Required:**

Routine maintenance

**Target**



**Comments:**

No weed issues

**Action Required:**

Routine maintenance

**Target**



**Comments:**

**Action Required:**

**Target**

**Comments:**

**Action Required:**

**Target**

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## Summary

### SUMMARY COMMENTS:

There are no issues of concern in the east section of lakes reviewed this month. The report has very few comments because there is not a lot to comment on. The diminishment of all the major shoreline weeds and grasses since the last inspection is evident and considerable. It was difficult to find any growth that needed treatment immediately. Any algae noted was extremely minimal, most not worth treating as rain and cold weather may make it go away. I only saw fragments of marine naiad in a few lakes, and no other submersed weed issues were noted. The Naiad should be monitored and treated if necessary, but it is not yet necessary. Littoral plants have poor color on lakes where those plants are high and dry, due to cold. Lakes where littorals are in the water show healthier-looking plants.

The lakes all seem to be healthy and relatively weed-free. Regrowth will continue and need constant maintenance, but what had been major issues are minor issues now. It was very pleasing to see that our team's efforts have been extremely successful.

The next inspection report will be: 3/25/2024

# Sarasota National CDD

US Hwy 41

US Hwy 41



**SARASOTA NATIONAL  
COMMUNITY DEVELOPMENT DISTRICT**

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# AGREEMENT FOR ENVIRONMENTAL SERVICES



Proposal Date: December 29, 2023

This Agreement is made effective by and between:

**“Client”**

Name: Sarasota National CDD  
Address: c/o Wrathell, Hart, Hunt and Associates, LLC  
9220 Bonita Beach Road, Suite 214  
Bonita Springs, FL 34135  
Phone: (239) 259-4299  
Representative: Mr. Shane Willis  
Email: williss@whhassociates.com

**“Eco-Logic Services”**

Name: Eco-Logic Services LLC  
Address: PO Box 18204  
Sarasota, FL 34276  
Phone: (941) 302-1206  
Representative: Peter Nabor  
Email: Pete@Eco-Logic-Services.com

**Project: Sarasota National**

**Project Location: Sarasota County, FL**

**Fee Type:** Unit price per attached Scope of Services

**Retainer:** No

**Scope of Services:** Attached

**Special Conditions:**

- This document is a proprietary product produced by Eco-Logic Services and represents a considerable investment of resources with no compensation. Any reproduction, transmittal, or reuse of this document, or any portion thereof, by any third party without the express written consent of Eco-Logic Services is prohibited under penalty of legal action.
- All rates and fees shall be subject to renegotiation if this Agreement is not signed and returned within thirty days of date above.
- This Agreement with the attached Scope of Services and Terms and Conditions constitute the complete agreement between Eco-Logic Services and Client with respect to the scope of services hereunder.

**Eco-Logic Services LLC**

By: 

Print Name: Peter Nabor

Title: Principal / Senior Project Scientist

Date: December 29, 2023

**Sarasota National CDD**

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

Print Name: \_\_\_\_\_

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

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

# SARASOTA NATIONAL



## 1.0 Wetland Restoration Planting

Eco-Logic Services will provide and install the plant material detailed below into the wetland restoration areas identified by ECT as shown in Figure 1 from ECT.

Area	Scientific Name	Common Name	Size	Spacing	Quantity
43 Buffer	<i>Pinus elliottii</i>	slash pine	3 gallon	20	15
	<i>Ilex cassine</i>	dahooch holly	3 gallon	20	10
	<i>Quercus laurifolia</i>	laurel oak	3 gallon	20	12
	<i>Ulmus americana</i>	American elm	3 gallon	20	12
	<i>Morella cerifera</i>	wax myrtle	1 gallon	10	37
	<i>Hamelia patens</i>	firebush	1 gallon	10	22
	<i>Viburnum obovatum</i>	Walter's viburnum	1 gallon	10	30
	<i>Psychotria nervosa</i>	wild coffee	1 gallon	10	22
	<i>Callicarpa americana</i>	beautyberry	1 gallon	10	37
	<i>Spartina bakeri</i>	sand cordgrass	bareroot	5	198
	<i>Tripsacum dactyloides</i>	Fakahatchee grass	4" liner	5	198
	<i>Muhlenbergia capillaris</i>	Muhly grass	4" liner	5	198
	<i>Eragrostis spectabilis</i>	purple lovegrass	4" liner	5	198
43 Wetland	<i>Ulmus americana</i>	American elm	3 gallon	20	6
	<i>Quercus laurifolia</i>	laurel oak	3 gallon	20	4
	<i>Ilex cassine</i>	dahooch holly	3 gallon	20	2
	<i>Morella cerifera</i>	wax myrtle	1 gallon	10	17
	<i>Itea virginica</i>	Virginia willow	1 gallon	10	17
	<i>Sagittaria lancifolia</i>	arrowhead	bareroot	5	45
	<i>Persicaria punctata</i>	dotted smartweed	bareroot	5	36
	<i>Canna flaccida</i>	golden canna	bareroot	5	63
	<i>Panicum hemitomon</i>	maidencane	bareroot	5	36
46 Buffer	<i>Pinus elliottii</i>	slash pine	3 gallon	20	8
	<i>Ilex cassine</i>	dahooch holly	3 gallon	20	6
	<i>Quercus laurifolia</i>	laurel oak	3 gallon	20	7
	<i>Ulmus americana</i>	American elm	3 gallon	20	7
	<i>Morella cerifera</i>	wax myrtle	1 gallon	10	21
	<i>Hamelia patens</i>	firebush	1 gallon	10	12
	<i>Viburnum obovatum</i>	Walter's viburnum	1 gallon	10	17
	<i>Psychotria nervosa</i>	wild coffee	1 gallon	10	12
	<i>Callicarpa americana</i>	beautyberry	1 gallon	10	21
	<i>Spartina bakeri</i>	sand cordgrass	bareroot	5	110
	<i>Tripsacum dactyloides</i>	Fakahatchee grass	4" liner	5	110
	<i>Muhlenbergia capillaris</i>	Muhly grass	4" liner	5	110
	<i>Eragrostis spectabilis</i>	purple lovegrass	4" liner	5	110
46 Wetland	<i>Ulmus americana</i>	American elm	3 gallon	20	5
	<i>Quercus laurifolia</i>	laurel oak	3 gallon	20	4
	<i>Ilex cassine</i>	dahooch holly	3 gallon	20	2
	<i>Morella cerifera</i>	wax myrtle	1 gallon	10	16
	<i>Itea virginica</i>	Virginia willow	1 gallon	10	16
	<i>Sagittaria lancifolia</i>	arrowhead	bareroot	5	44
	<i>Persicaria punctata</i>	dotted smartweed	bareroot	5	35
	<i>Canna flaccida</i>	golden canna	bareroot	5	62
	<i>Panicum hemitomon</i>	maidencane	bareroot	5	35

All plantings will meet or exceed the specifications of the Wetland Plants section of the *Grades and Standards for Nursery Plants* published by the Florida Department of Agriculture & Consumer Services Division of Plant Industry (published in 1998). Species substitutions may occur based upon observations of the site prior to planting in order to maximize the survival rates of the plant material, the aesthetics of the site, or based on plant availability. Plants are guaranteed to be weed, disease, & insect free at the time of installation. Plants are guaranteed to be installed properly by experienced staff; however, Eco-Logic Services cannot guarantee the plant material due to the potential losses or mortality at the site from factors outside our control.

## 2.0 Additional Services

Additional services requested by the Client will be provided and billed as agreed to in writing (including email) under this task. Significant items will be performed under an addendum to this Agreement. Additional Services may include pre-planting maintenance, meetings, coordination or negotiation with the regulatory agencies regarding permit compliance, or other services not specifically detailed in this Scope of Services. Eco-Logic Services is pleased to provide these services, and any fees associated with this task will be incurred only at the request of, or with prior authorization of the Client.

## 3.0 Cost

Compensation for services rendered pursuant to this Agreement will be paid based on the following:

<b>1.0 Wetland Restoration Planting</b>	
Wetland 43 .....	\$5,690.00
Wetland 46 .....	\$3,460.00
<b>3.0 Additional Services.....</b>	<b>to be billed as requested</b>

Invoices will be submitted monthly based on the schedule of services and assumptions provided in this proposal. Lump sum tasks will be billed based on percent completion of the task. Additional services will be provided subject to additional compensation, based on verbal or written authorization by the Client.

## 4.0 Assumptions of this Proposal

- 4.1 The Client will make provision for Eco-Logic Services to enter the work area as required to perform services under this Agreement.
- 4.2 Upon request or as required to perform the services under this Agreement, the Client will provide all relevant plans and permits.
- 4.3 This proposal was prepared using the best information available to us at the time this Scope was compiled. Additional materials or services will be provided for additional compensation through a written amendment to this Agreement.
- 4.4 Requested or necessary changes, errors, emissions, species substitutions, or other changes to the planting tables in this proposal may result in additional fees.
- 4.5 Eco-Logic Services will attempt to install plant material when environmental conditions are conducive to plant survival but is not responsible for watering the material or replacement of plants lost due to insufficient rainfall.
- 4.6 No trash, garbage, or debris cleanup is included in this proposal. Service requests for trash cleanup will be performed based on an estimated additional fee provided in writing prior to the event.
- 4.7 The fees in this Agreement do not include any sales, value added, or other taxes that may be required by the government. Any such taxes will be added to invoices as required.
- 4.8 All work products under this Agreement may be used in marketing, advertising, resume, and other similar business development materials. Use of such materials shall be in accordance with industry standards and normal business practices.





Figure 1. Site map for the Sarasota National community showing locations of the proposed planting areas.

## TERMS AND CONDITIONS

**DESCRIPTION OF SERVICES:** Eco-Logic Services will provide the services described in the Scope of Services included in this Agreement to the Client for the stated fee in accordance with these terms and conditions:

**PAYMENT:** Client agrees to pay Eco-Logic Services according to the Fee Schedule provided in the attached Scope of Services. Invoices shall be submitted monthly for the work performed in the previous month. If any invoice is not paid within 30 days, interest will be added to and payable on all overdue amounts at 1.5% per month (18% per year) or the maximum legal rate of interest allowable. Client shall pay all costs of collection, including without limitation, reasonable attorney fees. If Client disputes any portion of an invoice, the Client must notify Eco-Logic Services in writing of the disputed item within 10 days of the date of the invoice. If any invoice is not paid in full within 60 days of the invoice date, Eco-Logic Services may immediately suspend all or any portion of the services until payment is received in full and Eco-Logic Services has the option to treat such failure to pay as a material breach of this Agreement and/or seek legal remedies.

**LIMITATION OF LIABILITY:** Neither party will be liable for breach-of-contract damages suffered by the other that are remote or speculative, or that could not reasonably have been foreseen on entry into this agreement. Eco-Logic Services' liability for any breach-of-contract claims under this agreement will not exceed the Compensation received from the Client under this agreement over a six-month period immediately preceding the claim. No claim may be brought against Eco-Logic Services in contract or tort more than one year after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Eco-Logic Services and not against any employees, shareholders, officers or directors of Eco-Logic Services.

**TERM:** This Agreement will terminate automatically upon completion of the Scope of Services by Eco-Logic Scope of Services. For ongoing services tasks, the portion of the Agreement directly related to that task will continue in effect until terminated by either party upon 30 days written notice to the other party. In the event of any termination, Eco-Logic Services shall be paid for all services rendered and reimbursables incurred through the date of notice of termination plus this 30-day period.

**FORCE MAJEURE:** If performance of this Agreement or any obligations under this Agreement is prevented, restricted, or interfered with, either temporarily or permanently, by causes beyond either party's reasonable control ("Force Majeure"), then the obligations of this Agreement shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include without limitation acts of nature, severe weather or other catastrophic conditions, orders or acts of military or civil authority, or by state or national emergencies, riots, or wars, or work stoppages, or any other similar event beyond the reasonable control of either party.

**DISPUTE RESOLUTION:** The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the matter will be submitted to mediation, in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association and will be done within Sarasota County, Florida. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

**SEVERABILITY:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable as if the invalid or unenforceable had never been contained within.

**NOTICE:** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at the address set forth in the opening portion of this Agreement.

**WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**CONSTRUCTION AND INTERPRETATION:** The rule requiring construction or interpretation against the drafter is waived. This document shall be deemed as if it were drafted by both parties in a mutual effort.

**ATTORNEY'S FEES TO PREVAILING PARTY:** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and appeal.

**ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. The Agreement supersedes any prior written or oral agreements between the parties.

 **EarthBalance®**  
**Price Quote**

**PROJECT NAME:** Sarasota National Wetlands Restoration

**ATTENTION:** Shane Willis, Operations Manager  
Sarasota National Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
williss@whhassociates.com

**PRICE QUOTED:**

Description	Total Price
Planting	\$10,250.00

**SCOPE OF WORK:**

**Planting**

**EarthBalance®** will provide the labor and materials necessary to supply, deliver and install native plant species at the Sarasota National Community Development District in Sarasota County, Florida. Please refer to Table 1 for plant species, size, and quantity information. All plants will be delivered disease free and in good health at the time of installation. This work is intended to take place during the rainy season to eliminate the need for additional watering. Some substitutions may be necessary due to availability at the time of planting. All work will be directed by a qualified Project Manager.

**EarthBalance®** will perform the services described above for a fixed fee of **\$10,250.00**.

PROJECT NAME: Sarasota National Wetlands Restoration

TABLE 1

Common Name	Scientific Name	Size	Qty
<b>Wetland 43</b>			
<b>Wetland Buffer Restoration (0.454 acres)</b>			
<b>Trees and Shrubs</b>			
Slash pine	<i>Pinus ellioti</i>	3-Gal	15
Dahoon holly	<i>Ilex cassine</i>	3-Gal	10
Laurel oak	<i>Quercus laurifolia</i>	3-Gal	12
American elm	<i>Ulmus americana</i>	3-Gal	12
Wax myrtle	<i>Morella cerifera</i>	1-Gal	37
Firebush	<i>Hamelia patens</i>	1-Gal	22
Walter's viburnum	<i>Viburnum obovatum</i>	1-Gal	30
Wild coffee	<i>Psychotria nervosa</i>	1-Gal	22
American beautyberry	<i>Callicarva americana</i>	1-Gal	37
<b>Groundcover</b>			
Sand cordgrass	<i>Spartina bakeri</i>	4-Inch	198
Fakahatchee grass	<i>Tripsacum dactyloides</i>	4-Inch	198
Muhly grass	<i>Muhlenbergia capilaris</i>	4-Inch	198
Purple lovegrass	<i>Eragrostis spectabilis</i>	4-Inch	198
<b>Wetland Restoration (0.104 acres)</b>			
<b>Trees and Shrubs</b>			
American elm	<i>Ulmus americana</i>	3-Gal	6
Laurel oak	<i>Quercus laurifolia</i>	3-Gal	4
Dahoon holly	<i>Ilex cassine</i>	3-Gal	2
Wax myrtle	<i>Morella cerifera</i>	1-Gal	17
Virginia-willow	<i>Itea virginica</i>	1-Gal	17
<b>Herbaceous Plantings</b>			
Arrowhead	<i>Sagittaria lancifolia</i>	BR	45
Dotted smartweed	<i>Persicaria punctata</i>	BR	36
Golden canna	<i>Canna flaccida</i>	BR	63
Maidencane	<i>Panicum hemitomon</i>	BR	36
<b>Wetland 46</b>			
<b>Wetland Buffer Restoration (0.253 acres)</b>			
<b>Trees and Shrubs</b>			
Slash pine	<i>Pinus ellioti</i>	3-Gal	8
Dahoon holly	<i>Ilex cassine</i>	3-Gal	6
Laurel oak	<i>Quercus laurifolia</i>	3-Gal	7
American elm	<i>Ulmus americana</i>	3-Gal	7
Wax myrtle	<i>Morella cerifera</i>	1-Gal	21
Firebush	<i>Hamelia patens</i>	1-Gal	12
Walter's viburnum	<i>Viburnum obovatum</i>	1-Gal	17
Wild coffee	<i>Psychotria nervosa</i>	1-Gal	12
American beautyberry	<i>Callicarva americana</i>	1-Gal	21
<b>Groundcover</b>			
Sand cordgrass	<i>Spartina bakeri</i>	4-Inch	110
Fakahatchee grass	<i>Tripsacum dactyloides</i>	4-Inch	110
Muhly grass	<i>Muhlenbergia capilaris</i>	4-Inch	110
Purple lovegrass	<i>Eragrostis spectabilis</i>	4-Inch	110
<b>Wetland Restoration (0.101 acres)</b>			
<b>Trees and Shrubs</b>			
American elm	<i>Ulmus americana</i>	3-Gal	5
Laurel oak	<i>Quercus laurifolia</i>	3-Gal	4
Dahoon holly	<i>Ilex cassine</i>	3-Gal	2
Wax myrtle	<i>Morella cerifera</i>	1-Gal	16
Virginia-willow	<i>Itea virginica</i>	1-Gal	16
<b>Herbaceous Plantings</b>			
Arrowhead	<i>Sagittaria lancifolia</i>	BR	44
Dotted smartweed	<i>Persicaria punctata</i>	BR	35
Golden canna	<i>Canna flaccida</i>	BR	62
Maidencane	<i>Panicum hemitomon</i>	BR	35



**PROJECT NAME:** Sarasota National Wetlands Restoration

**CONDITIONS:**

This quote shall remain valid for a period not to exceed ten (10) days beyond the submittal date of **January 3, 2024**. If not accepted within this period, **EarthBalance®** reserves the right to modify any portion thereof or withdraw the quotation in its entirety. This agreement and the attached terms and conditions shall be effective upon its full execution.

**QUOTED BY:** Calvin Serviss  
Project Manager  
**EarthBalance®**  
2570 Commerce Parkway  
North Port, FL 34289  
cserviss@earthbalance.com

**IN WITNESS WHEREOF**, this Agreement is executed on the dates hereinafter stated.

**EARTHBALANCE®**

**CLIENT**

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: Vice President

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

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_, 2023

**PLEASE INDICATE IF THE CLIENT IS ALSO THE OWNER OF THE PROPERTY ON WHICH THE SERVICES/WORK WILL BE PERFORMED:**

\_\_\_\_\_ **OWNER**

\_\_\_\_\_ **NOT THE OWNER**

**IF THE CLIENT IS NOT THE PROPERTY OWNER, PLEASE PRINT THE NAME AND CONTACT INFORMATION FOR THE PROPERTY OWNER:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone Number:** \_\_\_\_\_

1. **Services.** EarthBalance® hereby agrees to provide all supervision, labor, materials, equipment, and other facilities to complete the Work as described in the attached Price Quote ("Scope of Work" or "Work"). EarthBalance® agrees to use its best efforts in completing the Work. The Work shall be accomplished in a workmanlike and professional manner using the degree of skill and care ordinarily exercised by a reputable member of EarthBalance's® profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended, unless provided in the Scope of Work.

This agreement is limited to tasks identified in the attached Price Quote and does not include additional or repeat Work resulting from changes to the project or the information upon which this agreement is based. Modification to the final work products performed at the request of the Client that is not the result of the Contractor's errors or omissions shall be billed to the Client as additional services.

2. **Time.** This quote shall remain valid for a period not to exceed ten (10) days beyond the date of submittal. If not accepted within this period, EarthBalance® reserves the right to modify any portion thereof or withdraw the quotation in its entirety. This agreement shall be effective upon its full execution.

3. **Duty to Cooperate.** Client agrees to cooperate with EarthBalance® in all respects in connection with EarthBalance's® efforts to discharge the Scope of Work. Client shall make Client's property available to EarthBalance®, shall timely comply with EarthBalance's® requests for information, and shall execute all documents reasonably required by EarthBalance® in discharging the Scope of Work. Client agrees to inform EarthBalance® of any known job site hazards including, but not limited to, hazardous substances, buried debris, ordnance or explosives, sinkholes, wildlife hazards, etc.

4. **Payment.** Client agrees to pay a fee for the Work performed based upon the information contained in attached Price Quote. As soon as may be practicable at the beginning of each month, EarthBalance® shall invoice Client for all work performed in the prior month and any other sums due EarthBalance®. Client shall pay the invoice amount within thirty (30) days after the invoice date. EarthBalance® may cease performing work under the attached Price Quote if any payment due hereunder is not paid within thirty (30) days of the invoice date. EarthBalance® accepts cash, check, credit card, ACH or Wire Transfer as payment. A convenience fee of 5% will be added to all credit card payments.

Client agrees that EarthBalance® may place a lien upon the Property for Work performed under the attached Price Quote and that EarthBalance® may record and enforce the lien for Work performed in accordance with the provisions of Florida's Construction Lien Law. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. In addition, if EarthBalance® places this executed Price Quote in the hands of an attorney for the collection of any sums due hereunder, Client agrees to reimburse EarthBalance® for its reasonable attorney's fees and costs relating thereto.

5. **Termination and Default.** This agreement may be terminated by either party giving the other party thirty (30) days written notice of intent to terminate. Upon a notice of termination without cause, Client shall pay EarthBalance® for all labor and materials procured to the date of termination, including a reasonable profit not to exceed 10% of completed work that complies with the Contract Documents. This shall include all cost incurred in preparing to fulfill the contractual obligations and any re-stocking fees along with all other damages associated with termination. In addition, upon default by Client, monetary or otherwise, this agreement may be terminated by EarthBalance® with seven (7) days written notice of intent to terminate if the default remains uncured after such notice period and EarthBalance® shall be entitled to recover all damages both actual and consequential, incurred as a result of said default. EarthBalance's® liability to Client or any related party for any claim related to or arising out of (i) this agreement or (ii) EarthBalance's® Work shall be limited to two times the amount of fees paid by Client hereunder.

6. **Force Majeure Event.** EarthBalance® shall not be liable to Client for damages resulting from delay in or termination of EarthBalance's® Work because of fire or casualty, riots, strikes, picketing, boycotts, lockouts, labor disturbances, shortages of materials, epidemics, pandemics, war, terrorism or combined action of the workmen or others, governmental delays, or any acts of God including, but not limited to, severe snowstorms, earthquakes, hurricanes, floods, or any other cause or condition beyond its control making it inadvisable in EarthBalance's® determination to proceed with the Work (collectively, a "Force Majeure Event"). EarthBalance® shall have no obligation to resume Work discontinued under this Section. If EarthBalance® elects not to resume the Work, Client's sole and exclusive remedy shall be payment on a pro-rata basis for the percentage of Work that has actually been completed as of the date of its receipt of EarthBalance's® notice of the Force Majeure Event.

7. **Warranties.** Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties/guarantees provided by EarthBalance®, if any, shall be deemed null and void if Client fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees, if any, provided under the Agreement are solely for the original Client and are non-transferable, unless otherwise agreed to by Client and EarthBalance® in writing. Any express warranty provided, if any, by EarthBalance® is the sole and exclusive remedy for alleged defects, in lieu of all other remedies, implied or statutory. Warranties to be issued upon completion and full payment of this Agreement.

8. **Price Escalation.** If there is an increase in the price of labor, materials, or fuel surcharge charged to EarthBalance® in excess of **five (5%) percent**, subsequent to making this Agreement, then the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to EarthBalance®. EarthBalance® shall submit written documentation of the increased charges to Client.



As an additional remedy, if the actual cost of any line item increases more than ten (10%) percent subsequent to entering into this Agreement, **EarthBalance®**, at its sole discretion, may terminate the Agreement for convenience.

9. **Delay.** This contract contemplates installation on       N/A      . As living plants, Client acknowledges that ongoing watering, feeding, maintenance and storage costs will continue beyond the specified installation date at a per diem rate of       N/A      . Accordingly, despite any Contract Document provision to the contrary, **EarthBalance®** will be compensated for any delays beyond the Installation Date via change order at the per diem rate.

10. **Site Conditions.** Should **EarthBalance®** discover concealed or unknown conditions in the existing soil suitability that vary from those conditions ordinarily encountered and generally recognized as inherent in the work of the character identified in this Agreement, then the Agreement amount shall be equitably adjusted upon notice thereof from **EarthBalance®** to Client.

11. **Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be **Sarasota County, Florida**. The non-prevailing party in any legal or equitable action arising out of or relating to this Agreement including arbitration, administrative, appellate and/or bankruptcy proceedings shall reimburse the prevailing party on demand for all attorney's fees, costs, and expenses incurred by the prevailing party in connection with the action.

12. **Arbitration.** If a dispute shall arise between **EarthBalance®** and Client with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute, other than collection matters, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

13. **Jury Trial Waiver.** In the event there is litigation over the enforcement of a collection matter or construction lien, the parties **KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**

14. **Damage Limitation.** In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall **EarthBalance®** be liable for special, consequential, punitive, or indirect damages, including loss of use or loss of profits. **EarthBalance®** and Client agree to allocate certain risks so that, to the fullest extent permitted by law, **EarthBalance's®** total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

15. **Claims.** It is Client's duty to notify **EarthBalance®** in writing within **three (3) days** of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by **EarthBalance®** under this Agreement ("Occurrence"). Failure of Client to provide written notice of the Occurrence shall result in Client waiving all claims that may be brought against **EarthBalance®** arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.

16. **Shortages.** In the event that any specified material or equipment becomes unavailable either temporarily or permanently after the Agreement is executed, provided that such availability is a result of factors beyond **EarthBalance's®** control, then in the event of temporary unavailability, the Agreement time shall be extended to reflect the duration of time that **EarthBalance®** is delayed by the unavailability, and in the case of permanent unavailability, **EarthBalance®** shall be excused from providing said material or equipment and allowed to provide an available substitute. To the extent an available substitute is provided by **EarthBalance®** under this provision, any increase in the cost between the originally specified material or equipment and its substitute shall be paid by the Customer to the **EarthBalance®**. Due to material shortages, Client may experience delays related to the inability to timely obtain materials for this project. In the event of such a delay, **EarthBalance®** shall notify Client, and Client agrees to provide **EarthBalance®** with an extension of time for any delay attributable to the temporary inability to obtain materials.

17. **Miscellaneous.** The invalidity of any provision of the agreement shall not impair the validity of any other provision. If any provision of this agreement is determined to be unenforceable by a court of competent jurisdiction, such provision shall be deemed severable and the remaining provisions of the agreement shall be enforced. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties and may only be amended, modified or terminated by the written mutual consent of all the parties hereto and duly executed by the authorized representatives of the parties hereto. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference.



## **One-Time Work Order Agreement**

**Customer Name:** Sarasota National CDD

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

**Work Order Description:** 30% Coverage Littoral Planting 2024

**Premier Lakes Consultant:** Alex Kurth & Bill Kurth

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

This Agreement, dated **November 14th, 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 Lakes 53, 54, 57, 65, 70, 71, 72, 73, 74, and 78.
3. **One-Time Services:** Premier Lakes will perform planting in 4 rows at **30% linear foot coverage per lake** with 3,675 Spikerush, 3,675 Arrowhead, 3,060 Canna, and 1,836 Pickerelweed, and totaling 12,246 plants. Per lake breakdown of plants included in Exhibit A.
4. **Warranty:** Premier Lakes will warranty an 80% survival rate for 90 days after the planting is completed.
5. **Payment Terms:** The total agreement amount is **\$11,267.00 (.92 per plant)**. 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.
6. **Forms of Payment:** Premier Lakes accepts payment by Check, ACH, Debit, and Credit Cards.
7. **Credit & Debit Card Fees:** Premier Lakes will charge customer a 3% processing fee for invoices paid by Credit or Debit card.
8. **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:** \$11,267.00

**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:** 11/14/2023

**Please Remit All Payments & Contracts to:** 25551 Technology Blvd, Unit 6, Punta Gorda, FL  
33950

## Exhibit A

Sarasota National CDD Littoral Planting 2024 (30% Coverage)					
Lake	Total Plants @ 30%	Spike Rush (30%)	Arrowhead (30%)	Canna (25%)	Pickerelweed (15%)
53	657	197	197	164	99
54	927	278	278	232	139
57	657	197	197	164	99
65	522	157	157	130	78
70	1602	481	481	400	240
71	1086	326	326	271	163
72	1323	397	397	331	198
73	3996	1199	1199	999	599
74	600	180	180	150	90
78	876	263	263	219	131
<b>Total</b>	<b>12246</b>	<b>3675</b>	<b>3675</b>	<b>3060</b>	<b>1836</b>





## **One-Time Work Order Agreement**

**Customer Name:** Sarasota National CDD

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

**Work Order Description:** 50% Coverage Littoral Planting 2024

**Premier Lakes Consultant:** Alex Kurth & Bill Kurth

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

This Agreement, dated **November 14th, 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 Lakes 53, 54, 57, 65, 70, 71, 72, 73, 74, and 78.
3. **One-Time Services:** Premier Lakes will perform planting in 4 rows at **50% linear foot coverage per lake** with 6,123 Spikerush, 6,123 Arrowhead, 5,101 Canna, and 3,063 Pickerelweed, totaling 20,410 plants. Per lake breakdown of plants included in Exhibit A.
4. **Warranty:** Premier Lakes will warranty an 80% survival rate for 90 days after the planting is completed.
5. **Payment Terms:** The total agreement amount is **\$18,369.00 (.90 per plant)**. 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.
6. **Forms of Payment:** Premier Lakes accepts payment by Check, ACH, Debit, and Credit Cards.
7. **Credit & Debit Card Fees:** Premier Lakes will charge customer a 3% processing fee for invoices paid by Credit or Debit card.
8. **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:** \$18,369.00

**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:** 11/14/2023

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



## Exhibit A

Sarasota National CDD Littoral Planting 2024 (50% Coverage)					
Lake	Total Plants @ 50%	Spike Rush (30%)	Arrowhead (30%)	Canna (25%)	Pickerelweed (15%)
53	1095	328	328	274	165
54	1545	464	464	386	231
57	1095	328	328	274	165
65	870	261	261	217	131
70	2670	801	801	667	401
71	1810	543	543	452	272
72	2205	662	662	551	330
73	6660	1998	1998	1665	999
74	1000	300	300	250	150
78	1460	438	438	365	219
<b>Total</b>	<b>20410</b>	<b>6123</b>	<b>6123</b>	<b>5101</b>	<b>3063</b>





## **One-Time Work Order Agreement**

**Customer Name:** Sarasota National CDD

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

**Work Order Description:** 100% Coverage Littoral Planting 2024

**Premier Lakes Consultant:** Alex Kurth & Bill Kurth

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

This Agreement, dated **November 14th, 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 Lakes 53, 54, 57, 65, 70, 71, 72, 73, 74, and 78.
3. **One-Time Services:** Premier Lakes will perform planting in 4 rows at **100% linear foot coverage per lake** with 12,246 Spikerush, 12,246 Arrowhead, 10,203 Canna, and 6,125 Pickerelweed, totaling 40,820 plants. Per lake breakdown of plants included in Exhibit A.
4. **Warranty:** Premier Lakes will warranty an 80% survival rate for 90 days after the planting is completed.
5. **Payment Terms:** The total agreement amount is **\$35,922.00 (.88 per plant)**. 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.
6. **Forms of Payment:** Premier Lakes accepts payment by Check, ACH, Debit, and Credit Cards.
7. **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:** \$35,922.00

**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:** 11/14/2023

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



## Exhibit A

Sarasota National CDD Littoral Planting 2024 (100% Coverage)					
Lake	Total Plants @ 100%	Spike Rush (30%)	Arrowhead (30%)	Canna (25%)	Pickerelweed (15%)
53	2190	657	657	547	329
54	3090	927	927	772	464
57	2190	657	657	547	329
65	1740	522	522	435	261
70	5340	1602	1602	1335	801
71	3620	1086	1086	905	543
72	4410	1323	1323	1102	662
73	13320	3996	3996	3330	1998
74	2000	600	600	500	300
78	2920	876	876	730	438
<b>Total</b>	<b>40820</b>	<b>12246</b>	<b>12246</b>	<b>10203</b>	<b>6125</b>



**SARASOTA NATIONAL  
COMMUNITY DEVELOPMENT DISTRICT**

**6**

**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 \_\_\_\_\_, 2024, 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

**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 c/o Icon Management Services of Florida, LLC, 25500 National Boulevard, Venice, FL 34293 ~~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 II*, 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 ~~5 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 ~~initiate~~ ~~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 ~~7~~ 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.** ~~Each party~~ Licensee agrees to defend, indemnify, and hold the ~~other and the other's District, and its~~ officers, directors, agents, supervisors, employees, staff, and assigns harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations resulting from the ~~other's~~ acts or omissions ~~of Licensee,~~ and those of its officers, directors, agents, supervisors, 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 89 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) Automobile</i>	\$1,000,000/\$2,000,000
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 ~~either party the District~~ is required to enforce this License Agreement by court proceedings or otherwise, then if successful, the prevailing party District shall be entitled to recover from the other Licensee all reasonable 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.  
[c/o Icon Management Services of Florida, LLC, 25500 National Boulevard, Venice, FL 34293](#) ~~9240 Estero Park Commons~~

[With a copy to: Kevin L. Edwards, Esq.](#)  
[Becker](#)  
[1819 Main Street](#)  
[Suite 905](#)  
[Sarasota, FL 34236](#)

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](mailto: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

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

Witness

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

Signature

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

Print Name of Witness

**SARASOTA NATIONAL  
COMMUNITY DEVELOPMENT DISTRICT**

**7**

**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 \_\_\_\_\_, 2024,  
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.

**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 Association 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 identified in Exhibit A (hereafter "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.

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B. *Inspection.* Association shall conduct regular inspections of the 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 the District Property as may be required for the operation or physical protection of the 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 the 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 the 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 the 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

[upon a written request for same](#). 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 ~~Property~~, 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 [use reasonable efforts to](#) 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 ~~Parties 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.~~

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- 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.** ~~Each party Association~~ agrees to indemnify and hold harmless the ~~other and each other's 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 ~~the party's~~ ~~its~~ negligent acts or omissions with respect to ~~this Agreement~~ ~~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 ~~either party the District~~ is required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if substantially prevailing, the ~~prevailing party District~~ shall be entitled to recover from ~~the other Association~~ all ~~reasonable~~ 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.

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**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.  
c/o 9240 Estero Park Commons  
Estero, Florida 33928  
Icon Management Services of Florida,  
LLC 25500 National Boulevard, Venice, FL 34293

With a copy to: Kevin L. Edwards, Esq.  
Becker  
1819 Main Street, Suite 905  
Sarasota, FL 34236

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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**

**8**

**RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SARASOTA NATIONAL COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE SARASOTA COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Sarasota County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SARASOTA NATIONAL COMMUNITY DEVELOPMENT DISTRICT:**

1. **GENERAL ELECTION SEATS.** Seat 2, currently held by Richard Smith and Seat 3, currently held by John Istwan, are scheduled for the General Election beginning in November, 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Sarasota County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board are entitled to receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District’s General Election in November, 2024, and for each subsequent General Election unless otherwise directed by the District’s Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED THIS 9TH DAY OF JANUARY, 2024.**

**SARASOTA NATIONAL COMMUNITY  
DEVELOPMENT DISTRICT**

---

**CHAIR/VICE CHAIR, BOARD OF SUPERVISORS**

**ATTEST:**

---

**SECRETARY/ASSISTANT SECRETARY**

## EXHIBIT A

### NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE SARASOTA NATIONAL COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Sarasota National Community Development District will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Sarasota County Supervisor of Elections located at The Terrace Building, 101 South Washington Boulevard, Sarasota, Florida 34236, Ph: (941) 861-8600. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Sarasota County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Sarasota National Community Development District has two (2) seats up for election, specifically seats 2 and 3. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the Sarasota County Supervisor of Elections.

District Manager  
Sarasota National Community Development District

**SARASOTA NATIONAL  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**



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

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

	Major Funds		Total Governmental Funds
	General	Debt Service Series 2020	
<b>ASSETS</b>			
Cash - SunTrust	\$ 942,935	\$ -	\$ 942,935
Investments			
Revenue account	-	383,169	383,169
Reserve account	-	100,000	100,000
Due from general fund	-	472,079	472,079
Total assets	\$ 942,935	\$ 955,248	\$ 1,898,183
<b>LIABILITIES &amp; FUND BALANCES</b>			
<b>Liabilities:</b>			
Accounts payable	\$ 10	\$ -	\$ 10
Due to debt service	472,079	-	472,079
Taxes payable	153	-	153
Total liabilities	472,242	-	472,242
<b>Fund balances:</b>			
Restricted for:			
Debt service	-	955,248	955,248
Unassigned	470,693	-	470,693
Total fund balances	470,693	955,248	1,425,941
Total liabilities, deferred inflow of resources and fund balances	\$ 942,935	\$ 955,248	\$ 1,898,183

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

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy - on roll	\$ 158,226	\$ 158,226	\$ 489,095	32%
Interest	3	7	-	N/A
Total revenues	<u>158,229</u>	<u>158,233</u>	<u>489,095</u>	32%
<b>EXPENDITURES</b>				
<b>Administrative:</b>				
Management	3,298	6,595	39,571	17%
Supervisors	-	1,077	3,500	31%
Audit	-	-	7,000	0%
Assessment roll preparation	542	1,083	6,500	17%
Arbitrage rebate calculation	-	-	1,750	0%
Dissemination agent	167	333	2,000	17%
Trustee	-	-	11,000	0%
Legal	2,136	2,136	12,000	18%
Engineering	231	231	13,000	2%
Postage	-	-	500	0%
Telephone	42	83	500	17%
Insurance	-	11,961	12,000	100%
Printing & reproduction	83	167	1,000	17%
Legal advertising	-	-	1,200	0%
Other current charges	66	130	1,000	13%
Annual district filing fee	-	175	175	100%
ADA website compliance	-	-	210	0%
Website	-	705	705	100%
Property tax bills	-	-	100	0%
Total administrative	<u>6,565</u>	<u>24,676</u>	<u>113,711</u>	22%
<b>Water management:</b>				
Other contractual services	7,200	50,900	330,500	15%
Lake bank erosion repair	-	-	29,600	0%
Total water management	<u>7,200</u>	<u>50,900</u>	<u>360,100</u>	14%
<b>Other fees and charges</b>				
Tax collector	2,373	2,373	7,642	31%
Property appraiser	-	-	7,642	0%
Total other fees and charges	<u>2,373</u>	<u>2,373</u>	<u>15,284</u>	16%
Total expenditures	<u>16,138</u>	<u>77,949</u>	<u>489,095</u>	16%
Excess/(deficiency) of revenues over/(under) expenditures	142,091	80,284	-	
Fund balance - beginning	328,602	390,409	274,920	
Fund balance - ending	<u>\$ 470,693</u>	<u>\$ 470,693</u>	<u>\$ 274,920</u>	

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

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy - on roll	\$ 479,268	\$ 479,268	\$ 1,481,281	32%
Interest	3,361	6,575	-	N/A
Total revenues	<u>482,629</u>	<u>485,843</u>	<u>1,481,281</u>	33%
<b>EXPENDITURES</b>				
Principal	-	-	805,000	0%
Interest	318,975	318,975	637,950	50%
Total debt service	<u>318,975</u>	<u>318,975</u>	<u>1,442,950</u>	22%
<b>Other fees and charges</b>				
Tax collector	7,189	7,189	23,145	31%
Property appraiser	-	-	23,145	0%
Total other fees and charges	<u>7,189</u>	<u>7,189</u>	<u>46,290</u>	16%
Total expenditures	<u>326,164</u>	<u>326,164</u>	<u>1,489,240</u>	22%
Excess/(deficiency) of revenues over/(under) expenditures	156,465	159,679	(7,959)	
Fund balance - beginning	<u>798,783</u>	<u>795,569</u>	<u>726,156</u>	
Fund balance - ending	<u><u>\$ 955,248</u></u>	<u><u>\$ 955,248</u></u>	<u><u>\$ 718,197</u></u>	

# Sarasota National CDD

Financial Highlights Report

As of 11/30/23

**General Fund**

## **Revenues**

Special Assessment On-roll: At 32% 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%).

**Expenditures** (through end of November at 16%, and is 1% under straight proration of 17% YTD)

Supervisors: At 31% and represents four Board meetings plus taxes. The Board has scheduled six meetings per year, although not always held.

Audit: At 0% year to date. The Audit will be presented for consideration at your July meeting.

Assessment Roll Preparation: At 17% and provided by WHA, and is billed monthly.

Arbitrage Rebate Calculation: At 0% (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 17% 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 18% YTD - Legal expenses will fluctuate year by year based on activity.

Engineering Fees: At 2% - Note that Phase II of the GIS will be completed under the Fiscal Year 2024 Budget. Engineering expenses will fluctuate year by year based on activity.

Note: As a reminder: 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 100% 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 13% are Bank charges and other miscellaneous expenses incurred during the year.

Water Management/Other Contractual Services: At 15% and is 2% under straight proration. Year to date includes Lake 56 Fish Stocking of \$11,950.00. EarthBalance bi-annual Preserve maintenance of Phase 10; as well as monthly Lake Maintenance by Premier Lakes.

Other Fees and Charges:

Tax Collector: At 31% - 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 0% and is paid May 1<sup>st</sup> of each year.

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

**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 October 10, 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 (via telephone)	Assistant Secretary
Douglas Kasl	Assistant Secretary

**Also present:**

Chuck Adams (via telephone)	District Manager
Cleo Adams	District Manager
Shane Willis	Operations Manager
Michael Eckert (via telephone)	District Counsel
Bill Conerly (via telephone)	District Engineer
Bill Kurth	Premier Lakes, Inc. (Premier)
Alex Kurth (via telephone)	Premier
Jack Babich	Resident/HOA Board Member
Jerrilyn Schulze	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 2:00 p.m.

Supervisors Bergmoser, Leuschner, Istwan and Kasl were present. Supervisor Smith attended via telephone.

**SECOND ORDER OF BUSINESS**

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



39 Mr. Bergmoser stated he received three questions from resident Jerrilyn Schulze.  
40 Regarding the bond maturing in 2039 and the question of who owns the land, Mr. Bergmoser  
41 stated the CDD continues to own the land, in perpetuity; in rare occurrences, CDDs can be  
42 dissolved but that is unlikely. The CDD continues to manage. Asked why the HOA is paying for  
43 the irrigation and pump station electric expenses, Mrs. Adams stated those are HOA expenses  
44 and the CDD does not get involved with HOA matters. Regarding a perception of double-billing,  
45 Mrs. Adams stated the CDD does not charge for irrigation; the CDD manages the lakes and  
46 wetlands.

47 Mr. Bergmoser stated the CDD owns the lake but the HOA has the pumping station,  
48 pipes, filters, etc.

49

### 50 **THIRD ORDER OF BUSINESS**

### **Update: Premier Lakes, Inc. (Alex Kurth)**

51

52 Mr. Kurth presented the Quarterly Lake Report dated October 6, 2023 and noted the  
53 following:

- 54 ➤ The next Report will be submitted in January.
- 55 ➤ Significant progress was made in reducing the unwanted vegetation. In most areas, the  
56 littoral plants are coming back and filling in nicely. The torpedo grass is one-tenth of what it was  
57 when treatment began; it will never be completely eliminated but it is fairly well managed.
- 58 ➤ There are no significant submersed weed issues other than at Lakes 72 and 73. These  
59 lakes were treated and a follow up treatment will be applied. Dead vegetation will be cut and  
60 removed by a wetland crew to improve the aesthetics.
- 61 ➤ Marine nyad is being treated with a mixture of algaecide and herbicide.
- 62 ➤ The large lake was stocked with catfish and assorted sunfish one week ago; the fish are  
63 doing well.

64 Mr. Smith noted that news, such as the fish restocking, can be included in the  
65 newsletter.

66 Mr. Alex Kurth stated he will send photographs to Mr. Kasl.

67 ➤ A large littoral shelf on Lake 56 needs to be treated for torpedo grass; it has not been  
68 treated due to the presence of two large alligators measuring approximately 10’ and 12’. The  
69 10’ alligator was aggressive and residents should be warned.

70 Mrs. Adams asked Mr. Willis to inform the HOA about what was experienced.

71 ➤ A proposal for additional littoral plantings will be submitted for the Board’s  
72 consideration at the January meeting.

73 ➤ The fish stocked into the lake are expected to help mitigate midge fly issues; it will take  
74 some time for the fish to grow large and propagate within the lakes.

75 Mr. Smith noted white material around the shoreline in photos of Lakes 44 and 58. Mr.  
76 Kurth stated foam can occur when strong winds react with protein from plant decomposition.  
77 He noted that the lakes reached very high temperatures in summer.

78

79 **FOURTH 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**

80  
81  
82  
83  
84  
85 • **Consideration of License Agreement Regarding Wetland Repairs with the HOA**

86 Mr. Bergmoser presented the Demand Letter and stated the CDD received  
87 reimbursement in the amount of \$9,812 50.

88 Mrs. Adams stated the License Agreement is to allow the HOA the opportunity to allow  
89 the golf course crew to do the replantings to save money.

90 Mr. Eckert stated the Agreement gives the Master HOA permission to work on CDD  
91 property; the Agreement is terminable at will and indemnifies the CDD against any losses.

92 Discussion ensued regarding establishing a deadline of 60 days for the work to be  
93 complete, optimal times for planting, obtaining materials and installing the plantings.

94 Mrs. Adams stated golf course crews will be working in conjunction with the  
95 Environmental Consultant retained by the CDD. The work needs to be done right away and, in  
96 the event that the work is not completed by the deadline, the CDD has the option to engage its

97 own contractor. In that case, the Agreement would terminate and the golf club would  
98 reimburse the CDD accordingly.

99 Mr. Eckert was directed to change the deadline in Section 4, on Page 2. He stated he will  
100 change the deadline to 60 days from today.

101 Mr. Adams stated a similar change might be needed to the Agreement to be considered  
102 in the Fifth Order of Business.

103 The following changes were made:

104 Page 2, Section 4, EFFECTIVE DATE; TERM: Amend the language to state the Agreement  
105 will go into effect for 60 days unless extended by mutual agreement of the parties.

106 Asked how quickly it can be done and delivered to the HOA, Mrs. Adams stated the  
107 Agreement will be executed today; when revised, it will be emailed to the HOA.

108 Mr. Eckert stated he will revise the document today.

109 Mr. Smith asked if an HOA Board Representative is present.

110 Mr. Jack Babich stated the next HOA meeting will be in late October.

111 Mrs. Adams will email the revised Agreement for the HOA Board’s consideration.  
112

**On MOTION by Mr. Kasl and seconded by Mr. Istwan, with all in favor, the License Agreement with the HOA Regarding Wetland Repairs, as amended, was approved.**

116  
117

118 Mrs. Adams responded to questions and noted that the Environmental Consultant  
119 engaged by the CDD will review the plants to ensure they comply with the requirements and  
120 monitor the plantings to ensure their survival.  
121

122 **FIFTH ORDER OF BUSINESS**

**Continued Discussion/Consideration of  
Infrastructure Management and  
Maintenance Services Agreement with the  
HOA**

123  
124  
125  
126  
127

Mrs. Adams recalled that the Agreement was approved at the last meeting, with edits.

128 Mr. Eckert presented the Agreement, which included Ms. Whelan’s revisions following  
129 the last meeting, and noted the following:

130 ➤ The Agreement originally entered into with the HOA in 2007, in concept, gave the HOA  
131 responsibility for performing a lot of the maintenance of the facilities.

132 ➤ The compensation remains \$10 per year, as some consideration is required.

133 ➤ The term provides for automatic renewal every five years.

134 ➤ His understanding is that the last Agreement was not executed.

135 ➤ Exhibit A sets forth what facilities are included within the Agreement and what facilities  
136 are not and provides a good description of the CDD’s responsibilities versus the HOA’s  
137 responsibilities.

138 ➤ Irrigation, perimeter berms and landscaping, main entry landscaping, landscaping  
139 around the lift stations, landscaping adjacent to Mandasota East Road and Venice East  
140 Boulevard, and sidewalks are clearly under the HOA’s purview under this Agreement.

141 ➤ If the HOA does not enter into this Agreement, District Counsel’s advice is to maintain  
142 whatever infrastructure is owned by the CDD.

143 A Board Member stated he previously raised the issue of cracked sidewalks in front of  
144 the security gate and noted that Ms. Whelan was under the impression that the HOA would  
145 address the issue. It was noted that the repair was completed by the HOA.

146 Mr. Eckert stated “Exhibit A” assigns responsibility for all sidewalks to the HOA, without  
147 limitation.

148 Mr. Leuschner asked if Section 2B can better define “regular inspections” as monthly,  
149 semi-annual, etc. Mr. Eckert stated more detail can be added and noted that Section 2B refers  
150 to best management practices.

151 Discussion ensued regarding options and reasons to modify the wording.

152 Mr. Eckert suggested “at least annually” be added.

153 The following changes were made:

154 Page 2, Section B: Add “or at least annually” after “best management practices”

155 Page 2, Section D: Change “his designee” to “its designee”

156

157 **On MOTION by Mr. Kasl and seconded by Mr. Leuschner, with all in favor, the**  
158 **Infrastructure Management and Maintenance Services Agreement, as**  
159 **amended, was approved.**

160

161

**SIXTH ORDER OF BUSINESS****Discussion: New Cell Towers**

163

164 Mrs. Adams presented a request to explore the possibility of leasing an area of CDD  
165 property to accommodate a new cell tower.

166 Discussion ensued regarding the proposal and whether a suitable parcel of undeveloped  
167 property within the CDD that is not a designated protected wetland or lake is available.

168 The consensus is that the Board is not interested in entertaining this request.

169 Mr. Conerly stated the proposal was unsolicited; the proposer will be informed that the  
170 Board is not interested.

171 Discussion ensued regarding the locations, ownership and approved uses of various  
172 tracts within the CDD boundaries.

173 Mr. Conerly stated the tract adjacent to the lift station is owned by the CDD; the land  
174 was conveyed and it is not conservation land, it is preservation land, which has different  
175 constraints. He will inform the proposer that the CDD does not wish to consider a cell tower.

176 Mr. Smith stated he did not receive a Financial Highlights Report. Mrs. Adams stated it is  
177 in the agenda, whenever possible.

178

**SEVENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial  
Statements as of August 31, 2023**

180

181

182 Mrs. Adams presented the Unaudited Financial Statements as of August 31, 2023.

183 Mr. Adams will look into the progress of the recently approved Synovus Bank account.

184 The financials were accepted.

185

**EIGHTH ORDER OF BUSINESS****Approval of August 8, 2023 Regular  
Meeting Minutes**

187

188

189 Mrs. Adams presented the August 8, 2023 Regular Meeting Minutes.

190 Mr. Willis asked for attendees, including Board Members, to identify themselves when  
191 speaking to facilitate accurate transcription of the minutes.

192 The following changes were made:

193 Line 104: Change "Bergmoser" to "Istwan"

194 Line 122: Change "A Board Member" to "Mr. Smith"

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

196

197 **On MOTION by Mr. Smith and seconded by Mr. Leuschner, with all in favor, the**  
198 **August 8, 2023 Regular Meeting Minutes, as amended, were approved.**

199

200

201 **NINTH ORDER OF BUSINESS**

**Staff Reports**

202

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

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

205 There were no District Counsel or District Engineer reports.

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

207 • **NEXT MEETING DATE: November 14, 2023 at 2:00 P.M.**

208 ○ **QUORUM CHECK**

209 The November 14, 2023 meeting was canceled.

210 Mr. Smith asked when changing the meeting times might be considered. Mrs. Adams  
211 stated it can be considered in May 2024, for the Fiscal Year 2025 meetings.

212

213 **On MOTION by Mr. Bergmoser and seconded by Mr. Istwan, with all in favor,**  
214 **canceling the November 14, 2023 Meeting, was approved.**

215

216

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

218 The September Field Operations Report was included for informational purposes.

219 Mr. Willis presented the Lake Observations Report, noting that he incorrectly identified  
220 property adjacent to Wetlands 36 as CDD property; however, this area, which is outside of the  
221 wetland, belongs to the HOA. It has some invasives and that information was shared with the

222 HOA. He will continue the inspections and submit Operation Reports for selected lakes, as  
223 needed. .

224 Mr. Smith stated a resident called to report that EcoLogic removed some invasive plants  
225 and cut down some branches near their property but the work was only partially completed.

226 Mr. Willis stated he met with the HOA about this, as those trees are growing over the  
227 property line and the responsibility to trim the tree roots back to the property line rests with  
228 the HOA. EcoLogic removed some limbs because they were already working in the area. He  
229 noted that a very large oak tree remaining to be removed will be costly so he did not ask  
230 EcoLogic to perform that work due to the cost and the lack of any safety concerns. The HOA will  
231 need to contract for that work directly.

232

## 233 TENTH ORDER OF BUSINESS

## Supervisors' Requests

234

### 235 • Continued Discussion: Supervisor Kasl's Items

#### 236 ○ CDD Newsletter – October 2023

237 Mr. Kasl asked for edits to the newsletter and asked if the approval process can be  
238 expedited. Mrs. Adams stated the decision was made to have the Board approve the newsletter  
239 in advance. Mr. Kasl asked if the newsletter can be included in the agenda and approved at the  
240 meeting to expedite mailing. He asked if he needs to have the newsletter approved again at the  
241 next meeting if includes the photos of the fish restocking.

242 Mrs. Adams stated, with Board approval, Staff can do a final review and email the  
243 newsletter.

244 Mr. Eckert cautioned Board Members to avoid having discussions about CDD matters  
245 outside of a public meeting.

246 Discussion ensued regarding the newsletter formatting, edits, headlines, etc.

#### 247 ○ Electronic Library

248 Mr. Kasl discussed his desire to build an electronic library of documents and financials  
249 for Board Members and noted that there is a limitation regarding what can be included on the  
250 CDD website due to the Americans with Disabilities (ADA) Act.

251 Mrs. Adams stated District Management staff members have access to information not  
252 posted on the website but District Management is not set up to provide that type of “electronic  
253 library” to the Board Members. She encouraged Mr. Kasl to ask Staff for any information he  
254 needs.

255 Mrs. Adams discussed how Board Members can access the past Agendas archived on  
256 the CDD website. She encouraged Mr. Kasl and all Board Members to call or email Staff for  
257 assistance in locating specific documents.

- 258 ○ **GIS System**
- 259 ○ **Undeveloped Land**

260 Mr. Kasl voiced his belief that not all the GIS data is correct because some of the  
261 properties still show as owned by WCI. He asked who is responsible for the accuracy of the CDD  
262 property recorded on the County website and how frequently the data is updated.

263 Discussion ensued regarding the frequency of data updates, CDD and HOA ownership of  
264 properties and properties owned by WCI.

265 Mrs. Adams stated WCI’s land is theirs and not subject to CDD management. The GIS  
266 Program on which the District Engineer is working was approved in Phases. Phase I was  
267 approved to be completed in 2023; Phase II, which will be completed in 2024, includes drainage  
268 pipes and structures, labels and platted easements.

269

270 **ELEVENTH ORDER OF BUSINESS**

**Adjournment**

271

272

273 **On MOTION by Mr. Leuschner and seconded by Mr. Bergmoser, with all in**  
274 **favor, the meeting adjourned at 3:04 p.m.**

275

276

277

278

279

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



280  
281  
282  
283  
284  
285

---

Secretary/Assistant Secretary

---

Chair/Vice Chair

**SARASOTA NATIONAL  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

**SARASOTA NATIONAL COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE**

**LOCATION**

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

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



**Wrathell, Hunt and Associates, LLC**

TO: Sarasota National CDD Board of Supervisors  
FROM: Shane Willis – Operations Manager  
DATE: January 9, 2024  
SUBJECT: Status Report – Field Operations

---

**Property Tours:**

- Property tours and resident interactions:

October 10, 2023: Property tour conducted focused on Lake 2, resident complaint about overgrown “weeds”. Field inspections revealed the “weeds” were littorals, resident was informed.

November 2, 2023: Property tour conducted focused on Lake 28, resident complaint that the littorals were overgrown and untreated. Field inspection conducted by aquatics maintenance vendor and Operations Manager revealed the littorals were in compliance with permit and best management practices. During discussion with the resident over the findings, resident became agitated and stated “None of you know what the hell you are talking about”. Discussion was ended.

December 27, 2023: Property tour conducted focused on Lake 50; staff received a phone call & email about residents weed whacking the littorals behind their homes. After a field inspection, the littorals behind three homes were found to have been cut. Resident educational letters were sent to the three addresses, Premier Lakes informed staff the littorals would grow back and no further action is needed.

**Service Providers:**

- **Eco-Logic Service Schedules:**

Monitoring Events:	Mitigation Areas (May 23 & Nov 23) Littoral Shelves (May 23 & Nov 23) Wetland Preserves (May 23 & Nov 23)
Maintenance Visits:	Wetland Buffers (Mar 23, Jun 23, Sep 23 & Dec 23) Wetlands (Mar 23, Jun 23, Sep 23 & Dec 23) Additional Natural Areas (Mar 23, Jun 23, Sep 23 & Dec 23) Mitigation Area (Feb 23, Apr 23, Jun 23, Aug 23, Oct 23 & Dec23) Littoral Shelves (Feb 23, Apr 23, Jun 23, Aug 23, Oct 23 & Dec23)

The 2024 schedule will be included in the next Ops Report

- **Premier Lakes Service Schedule:**

Aquatics maintenance visits are conducted weekly on Mondays & Tuesdays. As this contract is performance based, Premier will conduct as many service visits as necessary to ensure compliance with the contract and SFWMD permits.

Additional visits:        Fish Kill Clean-Up – Multiple dates between June 28 & July 7 2023  
                                 Fish Stocking – Sep 9, 2023

- **EarthBalance Service Schedule:**

Phase 10 maintenance is conducted twice per year, will provide the specific dates on the next agenda as well as the 2024 tentative dates.

**SARASOTA NATIONAL  
COMMUNITY DEVELOPMENT DISTRICT**

**12**

**From:** [Cleo Adams](#)  
**To:** [Gianna Denofrio](#)  
**Cc:** [Daphne Gillyard](#); [shane willis](#)  
**Subject:** FW: Ownership of parcels within the CDD boundaries. - Sarasota National Agenda item  
**Date:** Friday, November 17, 2023 8:51:33 AM

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Hi Gianna,

Please include the below email in the January agenda for Board discussion.

SW Florida Strong –

Cleo Adams  
District Manager  
Wrathell, Hunt & Associates, LLC  
9220 Bonita Beach Road  
Suite #214  
Bonita Springs, FL 34135  
(239) 989-2939 (M)

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF  
WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS  
FROM OUR OFFICE DO NOT SEND A WIRE.**

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**From:** douglas kasl <djkasl1977@gmail.com>  
**Sent:** Wednesday, November 15, 2023 5:16 PM  
**To:** Cleo Adams <crismondc@whhassociates.com>  
**Cc:** Chuck Adams <adamsc@whhassociates.com>; CDD. Lindsay Whelan <lindsay.Whelan@kutakrock.com>; Healy, Patrick <patrick.healy@kimley-horn.com>; shane willis <williss@whhassociates.com>  
**Subject:** Re: Ownership of parcels within the CDD boundaries.

Cleo,

I can't speak for the other board members, but I don't have enough base information in order to have a meaningful discussion at the January Board meeting.

1. Who is responsible for ensuring the accuracy of ownership information within the CDD boundaries?
2. If the transition for the Sarasota National Master Plan has been completed, does the CDD have or not have an ongoing relationship with LENNAR/ WCI if they still own 135 acres within the CDD boundaries? If that ownership exists are they not responsible for taxes for the maintenance and bond service?

3. What is the relationship with the County and the CDD relating to County owned land ( looks to be 36 acres) within the CDD ? Who is the point person for that relationship and how is the board informed of County/CDD interactions?

4. By my review of the GIS, the CDD is responsible for 70 lakes/ponds (338 acres), 64 wetlands/buffers (513 acres) and preserves/undesignated land (1,383 acres). In consideration of any changes to these areas, does the law or regulations deal uniquely with each type of property or is it fundamentally the same? How and who initiates the process of changes to these areas? Is the CDD board authorized to approve any sale or land swap with other entities?

I do not know if my fellow board members are conversant in these matters as a basis for a discussion of my concerns in January. As the law does not allow any contact discussion outside of an official meeting, I am finding it difficult to get up to speed on our authorities and ultimate responsibility to serve the taxpayers and manage the CDD. I and I think the board would appreciate having a package of background information as a context for discussions of concerns or issues to be raised at our board meetings. I would also find it useful if any background and concerns that any board member raises could be distributed on a flow basis rather than waiting for the full board package distribution. This would ensure that every board member could gather their thoughts on these matters and be prepared for the discussion. I don't think this will be a usual pattern but the community is in a period of significant transition and I believe we need to be fully prepared to deal with emerging transition matters.

Thank you so much for your assistance and counsel.

Regards,

Doug Kasl

On Wed, Nov 15, 2023 at 3:12 PM Cleo Adams <[crismondc@whhassociates.com](mailto:crismondc@whhassociates.com)> wrote:

Good Afternoon Doug,  
Please bring up your concerns at the January Board meeting for Board/Staff discussion.

SW Florida Strong –

Cleo Adams  
District Manager  
Wrathell, Hunt & Associates, LLC  
9220 Bonita Beach Road  
Suite #214  
Bonita Springs, FL 34135  
(239) 989-2939 (M)

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF**



## **WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.**

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**From:** douglas kasl <[djkasl1977@gmail.com](mailto:djkasl1977@gmail.com)>

**Sent:** Friday, November 10, 2023 2:19 PM

**To:** Cleo Adams <[crismondc@whhassociates.com](mailto:crismondc@whhassociates.com)>; Chuck Adams <[adamsc@whhassociates.com](mailto:adamsc@whhassociates.com)>;  
CDD. Lindsay Whelan <[lindsay.Whelan@kutakrock.com](mailto:lindsay.Whelan@kutakrock.com)>

**Subject:** Ownership of parcels within the CDD boundaries.

Folks,

I have had a prior inquiry to you about ownership designation of parcels as shown on the GIS site on our website. You sent along copies of correspondence between Check and Terry Kirschner from Lennar that was dated April 2022 about their undetermined plans to develop areas they still controlled. In speaking with our HOA President, his understanding was that all property within the Sarasota National footprint which I believe is the same as the CDD boundaries, was to be deeded over to the HOA at our turnover date. Our GIS system shows several areas pictured below that are designated as WCI owned. Also, several of the lakes including the largest 56 are shown as WCI areas and I was under the impression that all the lakes were deeded to the CDD a while back.

Could you provide me with some current clarity on this matter. In a related issue, the HOA board and their committees are considering changes to the community which contemplate utilization of CDD property. I do not have any details on these plans at this time. I believe our engineer has been aware of the community considerations for the golf renovation and I was wondering how we proceed with potential changes and what official actions the board needs to take to allow for appropriate coordination between the HOA and CDD boards to the benefit of the taxpayers and homeowners of Sarasota National.

Thank you for your counsel and advise,

Doug Kasl

**From:** [Cleo Adams](#)  
**To:** [Daphne Gillyard](#)  
**Cc:** [Gianna Denofrio](#); [shane willis](#); [Whelan, Lindsay C.](#)  
**Subject:** FW: Additional Questions / Discussion Items for the January meeting  
**Date:** Tuesday, January 2, 2024 12:22:33 PM

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Hi Daphne,

Please add this email to the Board agenda and under Supervisors Request – Doug Kasl.

SW Florida Strong –

Cleo Adams  
District Manager  
Wrathell, Hunt & Associates, LLC  
9220 Bonita Beach Road  
Suite #214  
Bonita Springs, FL 34135  
(239) 989-2939 (M)

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF  
WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS  
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**From:** douglas kasl <djkasl1977@gmail.com>  
**Sent:** Saturday, December 30, 2023 1:00 PM  
**To:** Cleo Adams <crismondc@whhassociates.com>  
**Subject:** Additional Questions / Discussion Items for the January meeting

Cleo,

I will be traveling next week due to a death in my wife's family and wanted to get this to you before the board packages are distributed. In addition to the question of my emails on November 10 and 15th which you indicated would be in the Board package for January 9, I have some additional questions/discussion items to be added for the Boards consideration.

1. Clarification of information distribution between Board meetings especially when there is an extended time between our scheduled meetings. ( October to January). AGO - 2007-35 would seem to allow information sharing when no response or other interaction by board members is expected nor requested.
2. Our HOA through their committees are considering several changes to the golf areas of the community which may involve CDD property. What is the process of considering such proposals? What is the board's role in overseeing or participating in interactions of this type?

4. What is the role of the board in interactions with the county concerning proposed actions on roadway extensions through/into CDD boundaries? How and who on the board is informed of any public meetings to be held in this regard?

5. Is there any limitation on the size or usage of the Unassigned Fund Balance for the District?

6. Who or what organizations are reflected in the "off rolls" assessment levy? This relates to an earlier question on ownership of property in the District. Is the HOA and WCI liable for part of the debt service for the District?

I would also like some more complete background information on the service providers. There are bits and pieces that I can glean from the prior minutes but it would be useful to have complete listings on these items.

1. Please provide a listing by number of the areas that are subject to treatment relating to Phase 10 Conservation. What is the schedule and duration by each area of monitoring and reporting in Phase 10? Is there other monitoring and reporting for any of the lakes/ponds/wetlands in the District? If yes, please provide a listing of those properties and schedule of reporting to be done in 2024.

2. Please provide a listing of CDDs where Wrathell, Hunt and Associates, LLC. serves as District Managers and the length of that service.

3. Please provide a listing of CDDs where Kutak Rock, LLP serves as outside counsel and length of that service. Has the firm represented any CDD, their individual director/supervisors in any litigation? If yes, what was the nature/issue of the litigation and the outcome?

Finally, I have asked a few general questions of Patick Healy relating to the water management within the District. This is mostly in view of the area drought and the low lake levels throughout the community/district. He has not responded as yet, I'm sure due to the holidays, so it might be wise to put a general item for District water management on the agenda as well.

Looking forward to the January meeting. Unfortunately, I will be out next week attending to family matters so my ability to correspond will be limited to my Ipad.

Thank you for your assistance,  
A Very Happy New Year for all,

Doug Kasl