

SARASOTA NATIONAL

**COMMUNITY DEVELOPMENT
DISTRICT**

October 14, 2025

**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

<https://sarasotationalcdd.com/>

October 7, 2025

Board of Supervisors
Sarasota National Community Development District

ATTENDEES:

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

Dear Board Members:

The Board of Supervisors of the Sarasota National Community Development District will hold a Regular Meeting on October 14, 2025 at 1:00 p.m., in person 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. (*Bill Kurth*)
4. Discussion/Update: Conservation/Wetlands On-Going Maintenance
 - Eco-Logic (*Pete Nabor*)
 - EarthBalance (*James Baron*)
5. Discussion/Consideration: Proposed Lake Bank Restoration Project Timeline and Communication Plan for Future Projects
 - A. Consideration of Award of Contract – Lake Bank Restoration Lake 56
6. Discussion: Observation Report Regarding Berm on South Side of Lake 45
7. Discussion/Update: Maintenance Agreements between the CDD and the Master Association
8. Continued Discussion/Update: Golf Course Renovation Project Update (*Sally Krause*)
9. Consideration of Resolution 2026-01, Granting the Chairperson the Authority to Communicate on Behalf of the Board with District Vendors; Approving the Scope and Terms of Such Authorization; Providing for Severability and an Effective Date
10. Acceptance of Unaudited Financial Statements as of August 31, 2025
 - Financial Highlights Report

11. Approval of August 12, 2025 Regular Meeting Minutes

12. Staff Reports

A. District Counsel: *Kutak Rock LLP*

B. District Engineer: *Johnson Engineering*

- Discussion/Update: Relocation of 38 Trees (*Chris Beers*)

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

- NEXT MEETING DATE: November 10, 2025 at 1:00 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*

13. Supervisors' Requests

14. 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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Sample Lake Bank Restoration Timeline & Communication Plan

1. Initial Assessment (Weeks TBD):

- **Tasks:** Staff conducts thorough review of the lake banks in question to identify erosion issues and develop lake bank restoration (LBR) strategies.
 1. Provide Field Observation Report to CDD Board for Discussion and Staff Recommendations.
 2. If Staff is to recommend an LBR project, District Engineer to review and provide their assessment at the next CDD Meeting.
 3. If LBR is approved, identify Project Manager and execute communication plan
- **Communication:** Host a community meeting to explain the LBR assessment process, expected outcomes of project, homeowner responsibilities if any and gather input from homeowners. Develop email distribution list of homeowners for future communications.

2. Planning Phase (Weeks TBD):

- **Tasks:** Engineer develops a detailed restoration plan including a proposed timeline, determine if there are any necessary permits, and finalize vendor invite list.
 1. Distribute request for proposal (RFP) to vendors and provide those proposals for the next CDD Meeting agenda.
 2. CDD BOS to discuss and award project to selected vendor
- **Communication:** Distribute newsletters or emails to homeowners outlining the restoration plan, timeline, and any permit requirements.

3. Procurement and Preparation (Weeks TBD):

- **Tasks:** Vendor orders materials (e.g., riprap, plants) and prepares the site for restoration work to include having work zone staked and installing any necessary material to protect private property.
- **Communication:** Distribute informational email/FEDEX letter explaining the need for landscapers to identify irrigation assets and ensure they can support sod at the completion of the project. Provide updates via community bulletin boards or emails regarding delays or changes in material availability.

4. Restoration Work (Weeks TBD):

- **Tasks:** Implement physical restoration efforts, such as bank stabilization and planting of littoral vegetation. Vendor to provide weekly written reports with photographs to **Project Manager** to be incorporated into communications to homeowners.
- **Communication:** Regular updates on work progress through emails, or community meetings, including photos of work in progress to keep homeowners engaged.

5. Final Inspection and Adjustments (Weeks TBD):

- **Tasks:** District Engineer to conduct periodic and final inspections to ensure that the restoration meets all quality standards and make any necessary adjustments. Any adjustments will be documented via emails to the District Manager.
- **Communication:** Hold a follow-up community meeting to discuss the results of the project, what to expect as plantings settle in, and answer any remaining homeowner questions.

6. Post-Restoration Monitoring (Ongoing):

- **Tasks:** Monitor the lake banks for signs of erosion and the health of the newly planted vegetation.
- **Communication:** Place agendas and discuss at publicly held CDD Meetings.

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

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Wrathell, Hunt and Associates, LLC

TO: Sarasota National CDD Board of Supervisors

FROM: Shane Willis – Operations Manager

SUBJECT: Consideration of Award of Contract – Lake Bank Restoration Lake 56

DATE: October 14, 2025

Staff recently solicited a Request for Proposals (RFP) from seven contractors with three submitting bids (contract specifications provided by the District Engineer).

Proposal summaries:

| Company Name: | Proposal Estimate | Repair Recommended: |
|----------------------------|--------------------------|----------------------------|
| • EMC Divers | \$28,080.00 | Geotube Installation |
| • Landshore Enterprises | \$73,628.10 | Rip Rap |
| • Solitude Lake Management | \$120,000.00 | Rip Rap |
| | \$72,570.00 | Sox Living Shoreline |

EMC Divers has been in business since August of 2006 and are state licensed in Florida and Louisiana. They specialize in geotube installation, dredging work and commercial diving services – U/W Video, Inspections, concrete repairs, crack injection, welding and burning and general underwater construction services.

Landshore Enterprises was founded in 2002 and has over 20 years of expertise in the erosion control and shoreline restoration industry with a focus on innovative and sustainable solutions to protect and enhance the natural environment.

Solitude Lake Management are a state licensed leader in erosion and shoreline restoration with decades of experience. Their services include water quality testing, aquatics management, fisheries management, and sediment control/removal.



EMC Divers, Inc.
1248 Turnbull Bay Rd.
New Smyrna Beach, FL 32168
386-402-8756 / 561-339-5304
www.emcdivers.com
FL CGC#1517529 / LACGC#66672

PROPOSAL SUBMITTED TO:

Sarasota National CDD
ATTN: District Manager Cleo Adams
9220 Bonita Beach Rd, Suite 214
Bonita Springs, FL 34135

Job Title: GFT Installation

Job Location: Lake #56 Sarasota National
CDD

Please find the following price for the installation of 3 Geo Filter Tubes along approximately 260 linear feet of lake bank. A 12.5' base geo tube will be pumped with a max 10" vertical bull nose. Then a 2nd 7.5' geo tube will be installed on top to repair the erosion drop off and ensure a smooth transition. To finish, a sacrificial geo tube will be pumped, graded out then sod laid to the waters edge.

3 - 260' GFT's installed and graded @ \$31.00/LF Total - \$24,180.00
Unit Price - \$31.00/LF of Geo Filter Tube Installed

2,600 sq.ft. St Augustine Sod Installed & Pinned @ \$1.50/sq.ft. - \$3,900.00
Unit Price - \$1.50/Sq.ft.

Total Estimate GFT, Grading & Sod – 28,080.00

Pricing includes a 20 year materials warranty.

Terms -
final payment due upon completion.
Unit prices prevail upon completion
Not responsible for weather or storm damage to the project while the project is underway
Not responsible for any project vandalism
Not responsible for sod after installation
Contract to be drafted upon acceptance of proposal.
EMC Divers, Inc. proposal to be signed and attached to contract.

Any alteration or deviation from above specifications involving extra costs, OR any situation which arises and incurs additional costs, will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

(Please Initial) _____

NOTE: This proposal may be withdrawn by us if not accepted within 60 days

Acceptance of proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to begin the work as specified. Payments will be made as outlined above.

DATE: _____

SIGNATURE: _____



Landshore Enterprises, LLC

Soil Erosion Control & Shoreline Restoration Experts
Shoreline stabilization/Environmental Engineering/Construction Management
d/b/a Erosion Restoration, LLC

Company Overview

About Us:

Founded in 2002, Landshore Enterprises, LLC brings over 20 years of expertise in the erosion control and shoreline restoration industry. We provide innovative and sustainable solutions to protect and enhance the natural environment. Our team of certified professionals delivers top-notch engineering and construction services tailored to meet the specific needs of our clients.

| Certificates and Awards: | |
|---|--|
| Professional Licensed Engineer (FL) #CA33257 | Certified General Contractor #CGC1534452 |
| South Florida Water Management District Certified | BBB A+ |
| Certified Florida Stormwater, Erosion, and Sedimentation Control Inspectors, Florida Department of Environmental Protection | OSHA-Training |

Customer Reach:

We proudly serve Homeowners Associations, Golf Courses, Residential, Commercial, and Governmental Entities across Florida, Georgia, Illinois, North Carolina, South Carolina, Texas, and Virginia.

| Our Services: | |
|--|---|
| Engineering: | Construction: |
| Design, Plans, and Cross Sections | Structural and Non-Structural Erosion Control |
| GPS and Surveys: Bathymetric Surveys and Topographical Surveys | Shoreline Restoration and Stabilization |
| Soil Testing and Analysis | Dewatering and Sediment Control |
| Stability Analysis | Dredging |
| Permit Application, Inspections, and Compliance | Earthwork and Grading |
| Construction Management | Site Restoration |



Landshore Enterprises, LLC

*Soil Erosion Control & Shoreline Restoration Experts
Shoreline stabilization/Environmental Engineering/Construction Management
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Products:

We offer a wide range of products, including Eco-Filter Tubes, Erosion Control Panels, Riprap, GeoWeb, FlexMSE, Filter-Point Fabric, Articulated Concrete Block Mat, Gabion, Retaining Walls, Sheet Piling, Prolock, Bulkhead, Turf Reinforcement Mats, Drainage Systems, and more.

Our Approach:

At Landshore Enterprises, we pride ourselves on our client-centric approach. We work closely with property owners, community associations, engineering companies, and general contractors to understand their unique needs and deliver tailored solutions. Our team combines innovative technologies with proven techniques to address the specific challenges of each project.

Why Choose Landshore Enterprises:

Proven Expertise: With years of experience in the industry, we have an impressive record of successful projects and satisfied clients.

Quality Assurance: We adhere to the highest standards of quality and safety in all our work.

Sustainable Solutions: Our methods prioritize environmental sustainability and long-term effectiveness.

Customer Satisfaction: We are dedicated to exceeding client expectations through exceptional service and results.

Contact Us:

For more information about our services or to discuss your project needs, please contact us at 954-327-3300 or Info@Landshore.com. Visit our website at www.Landshore.com to learn more about our work and view our portfolio of completed projects.



**SHORELINE RESTORATION
EROSION CONTROL**

Engineering & Construction



Landshore Enterprises, LLC

Soil Erosion Control & Shoreline Restoration Experts
Shoreline stabilization/Environmental Engineering/Construction Management
d/b/a Erosion Restoration, LLC

Sarasota National CDD
Attn: Cleo Adams, District Manager
9220 Bonita Beach Rd, Suite 214
Bonita Springs, FL 34135

Estimate: #4356
Date: 9/30/2025

Project: Lake 56 - Rock Riprap installation on shoreline

PRODUCT DESCRIPTION

Rock riprap is a slope stabilization method using multiple rocks, normally made from limestone that are loosely placed together to control erosion. Riprap installation takes specialized placement and position to ensure proper flow and shoreline protection. Landshore® adds a porous liner underneath the riprap to prevent washouts and destabilization during flood or other high-water events. The primary purpose of riprap is that of a defense mechanism. The rocks absorb the impact of energy from water or waves by capturing or trapping water in the gaps between the rocks which allows for slow drainage.

JOB SCOPE

Landshore will prepare, shape, and grade approximately 260 linear feet of embankment to accommodate the installation of rock riprap. The installation will include the following materials: 6"-12" rock riprap, A-2 limestone fill or other suitable material, and 12-ounce non-woven geotextile filter fabric. A key trench approximately 20 inches in depth will be excavated along the toe of the slope to anchor the riprap. All existing trees are to remain undisturbed. If any tree-related work becomes necessary during the course of the project, Landshore will consult with the community engineer before proceeding with any activity. A contingency has been included in the estimate to account for potential damage to the existing 4-inch concrete sidewalk during construction. Please refer to the typical section detail provided for additional specifications and layout guidance.



Landshore Enterprises, LLC

Soil Erosion Control & Shoreline Restoration Experts
Shoreline stabilization/Environmental Engineering/Construction Management
d/b/a Erosion Restoration, LLC

ITEMIZED ESTIMATE: TIME AND MATERIALS

| Section | Description | Units | Estimated Quantities | Total |
|-----------------------|---|-------------|----------------------|---------------------|
| Lake 56 | Mobilization / General preparation | Lump Sum | 1 | |
| +/- 260 LF | Maintenance of Traffic | Lump Sum | 1 | |
| | Clearing and Grubbing | Lump Sum | 1 | |
| | Regular Excavation | Lump Sum | 1 | |
| | Grading and Shaping | Square Feet | 3,900 | |
| | Installation of Rock Riprap: | | | |
| | 6" to 12" Rock riprap | Ton | 300 | |
| | A-2 Limestone fill or suitable material | Ton | 100 | |
| | Geotextile | Square Feet | 3,900 | |
| | Sod | Square Feet | 3,000 | |
| | Irrigation system, repairs as needed | Lump Sum | 1 | |
| | Demobilization | Lump Sum | 1 | |
| TOTAL JOB COST | | | | \$105,183.00 |

Excluding any permit fees and fees for a payment and performance bond, if any.

NOTES:

1. Contingency for sidewalk repairs: \$35 per Square Foot.
2. Preliminary start date: 2 to 4 weeks after contract is executed.
3. Preliminary construction schedule: 45 calendar days for substantial completion; 60 calendar days for final completion.

PAYMENT SCHEDULE

Landshore® Enterprises' payment policy is as follows:

| | |
|--|-------------|
| 5% Booking Date | \$5,259.15 |
| 20% Mobilization Date | \$21,036.60 |
| 70% Progress billing based on LF completed | \$73,628.10 |
| 5% Completion of project | \$5,259.15 |

Invoice is due upon receipt



Landshore Enterprises, LLC

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SPECIAL CONDITIONS

1. Landshore® is not responsible for damage to utilities within or outside the shoreline easement if as-built drawings or accurate utility locations are not provided by the Client.
2. Landshore® reserves the right to change this estimate unless an agreement is reached within 30 days of the original estimate date.
3. Landshore® is not responsible for removing or installing any electric work or cables.
4. At this time, staging areas and site access has not been defined by Client. Therefore, any damages caused to access (curbing, sidewalk, road, etc.) are not included in this estimate.
5. Landshore® is not responsible for any damages to the work by any natural disaster.
6. Existing Conditions-All dimensions for existing conditions are to be verified in the field by Landshore®. Landshore® will notify the Owner of deviations from the scope of work prior to the installation. Any discrepancies in dimensions or special modifications required due to field conditions shall be reported in writing to the Owner for clarification, approval, or modification prior to the commencement of work involved.
7. Following sod installation, any sod maintenance activities, such as watering, is to be administered by Owner(s).
8. If there are stormwater drainage pipes at shoreline edge, Landshore® can extend the pipes for an additional cost, following the approval from the Client.
9. **All information provided by Landshore® is to be shared only with the Owner(s) and those with authority to make decisions on behalf of the Owner(s). This information is by no means to be shared to solicit competing entities.**
10. **The Client is responsible to adhere to all applicable Federal, State, County, City, District and any other municipal or local laws, regulations, rules, ordinances and guidelines. Unless specifically hired to obtain all necessary permits - Landshore® will not be liable for any construction or design issues, violations, fines or claims received due to nonconformance and noncompliance to standards or absence of permits (submittal of permit application does not guarantee the approval, additional services such as expediting, meetings with reviewer, etc. may be performed at an hourly rate, at the Client's request).**

This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

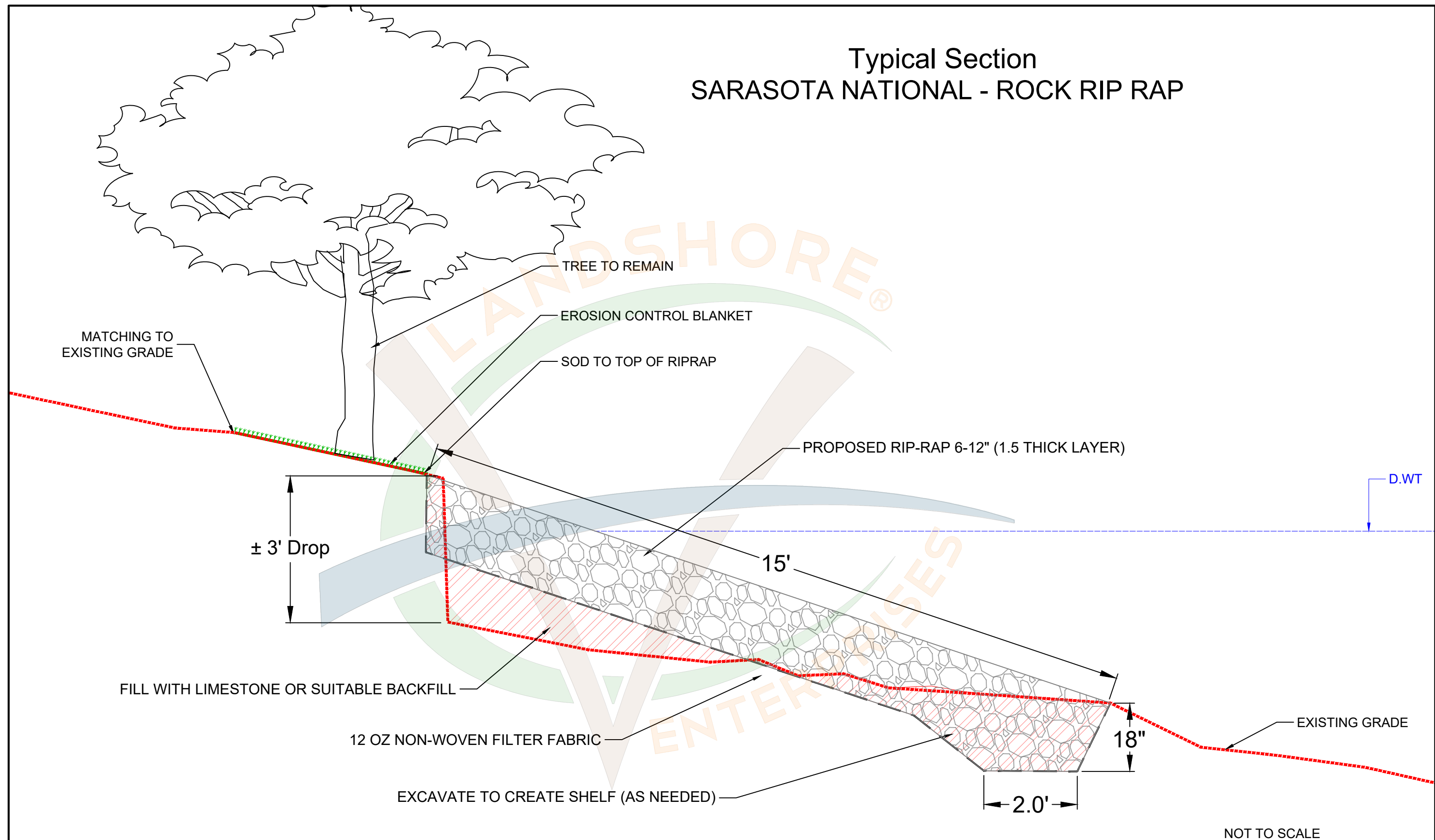
Client's Representative Signature

Date

Landshore Enterprises Representative Signature

Date

Typical Section
SARASOTA NATIONAL - ROCK RIP RAP



THIS DRAWING CONTAINS CONFIDENTIAL INFORMATION AND IS INTENDED ONLY FOR THE INDIVIDUAL NAMED, AND NOT FOR DISTRIBUTION.

© Erosion Restoration, LLC.

| REVISIONS | | |  | <i>"Your Shoreline Protection Specialists"</i> | Landshore Enterprises, LLC Environmental Engineering, Erosion Control & Construction Management d/b/a Erosion Restoration, LLC | 6555 N. Powerline Road, Ste. #302 Fort Lauderdale, FL 33309 Tel: 954-327-3300, Fax: 954-533-1556 | 118 Shamrock Blvd. Venice, FL 34293 Office: 941-303-5238 Fax: 941-218-6113 | Web site: https://landshore.com E-mail: info@landshore.com | PROJECT NO. | SHEET | OF |
|-----------|----|-------------|---|--|---|---|---|--|-----------------|---------------------|-------------------|
| DATE | BY | DESCRIPTION | | | | | | | | XS1 | 1 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | DRAWN BY: MR | DATE: 09/19/2025 | SCALE: 1" : 2' |

SERVICES AGREEMENT

PROPERTY NAME: **Sarasota National CDD**

CUSTOMER NAME: **Sarasota National CDD**

SERVICE DESCRIPTION: Erosion Repairs, Pond 56 (approximately 260 linear ft. repaired with fill & Riprap)

EFFECTIVE DATE: September 25, 2025

SUBMITTED TO: **Shane Willis, williss@whhassociates.com**

SUBMITTED BY: Liz Rocque, Business Development Consultant

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.

2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").

3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.

4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.
6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.
7. RESERVED.
8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.
9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY 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. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.
10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. **FORCE MAJEURE.** The Company 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.

12. **RIGHT TO SUBCONTRACT.** The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. **ANTI-CORRUPTION AND BRIBERY.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. **E-VERIFY.** SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Sarasota National CDD



Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – SCOPE OF SERVICES

Specifications:

1. Install fill dirt along the 260 linear feet of eroded shoreline.
2. Use a mini excavator to form a 4:1 slope.
3. Install felt & 6-8 inch rip rap along the 260 linear feet and 15 feet up the bank.

Assumptions:

1. Company will have free and unimpeded access to the work locations.

General Qualifications:

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



SCHEDULE B – PRICING SCHEDULE

Total Price: \$120,000.00 Price is valid for 60 days from the Effective Date

Due upon execution of this Agreement: 50% of the Total Price

Due upon completion of the services: remaining 50% of the Total Price



ESTIMATE

Shoreline Restoration Repair

SOLitude Lake Management
1320 Brookwood Drive, Suite H
Little Rock, AR 72202
888.480.LAKE
www.solitudelakemanagement.com

PROJECT NAME:

Sarasota National

SOLitude Contact:

Liz Rocque

978-501-5072
liz.rocque@solitudelake.com

LOCATION:

25510 National Boulevard, Venice, FL 34293

Estimate Date:

September 24, 2025

Expires On:

November 24, 2025

Grand Total (USD):

\$72,570.00

PRODUCT / SERVICE

- Repair eroded shoreline to create a Bioengineered Living Shoreline to stop future erosion and stabilize the shoreline
- Estimated area to be repaired: 260 linear feet, and 2,300 square feet
- Installation of geotextile erosion repair system (SOX Erosion Solutions™, Filtrexx® or similar) anchored into firm ground
 - Includes:
 - Geotextile, technical grade mesh material with rip-stop technology
 - Wooden stakes, diamond braid rope and/or steel anchors as required
- Geotextile mesh system will be filled with sediment imported as required
- Sod installation INCLUDED once the system is installed

SPECIAL PROJECT / SITE NOTES

- The service includes 100' x 12' and 160' x 18' SOX systems. The 18' system is for the cypress tree area.
- Extra time for tamping a smaller toe, 1' height max.

CUSTOMER RESPONSIBILITIES

- Customer is responsible for securing and/or cost of any necessary permits
- Marking sprinkler heads, irrigation intakes or other structures, otherwise SOLitude will not be responsible for damages to unmarked equipment or structures
- Identify access points and staging areas for equipment and for fill delivery and storage during the project
- Watering/irrigating new sod, seed or plantings immediately following installation to ensure survival of living shoreline

WARRANTY

- Geotextile material is warranted for twenty (20) years, sod/vegetation is required to be maintained in good condition for warranty length. Lack of sod/vegetation will void warranty.
- The labor warranty for any manual adjustments needed is for one (1) year
- The warranties do not cover damage to material due to 'acts of God' such as floods, hurricanes or other catastrophic events, vandalism or theft.
- Lack of healthy sod, grass or plant cover due to insufficient watering/irrigation will void the warranties. This is a bioengineered living wall system that must be adequately watered

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

ACCEPTANCE OF ESTIMATE

- Customer signature to this non-binding estimate, gives SOLitude's operations team approval to access the property to conduct a site survey to verify site conditions, equipment access and other project logistics.
- Following the operations site survey, a formal contract document will be forwarded for signature. Any adjustments to the project cost will be made prior to submitting the formal contract and will be discussed with the Customer at that time.

Signature

Date

Notes / Terms

This estimate is for the work scope and materials as described above. Modifications, additional or inclusions will be at an additional cost to the customer.



Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

6

Madison Tappa

From: Chris Beers <cdb@johnsoneng.com>
Sent: Tuesday, October 7, 2025 9:34 AM
To: Cleo Adams
Cc: shane willis; Gerald Bergmoser (gbergmoser@sarasotationalcdd.com)
Subject: Sarasota National: Berm site report
Attachments: CDD_PropertyExhibit_24x36 (100125).pdf

CDD,

On Monday Oct 6, 2025 (2 – 4 pm), Gerald Bergmoser & I conducted site inspections of the (2) “berms” in question for the agreement between CDD & HOA.

Berm 1: South side of Lake 45 (Spartina Dr)

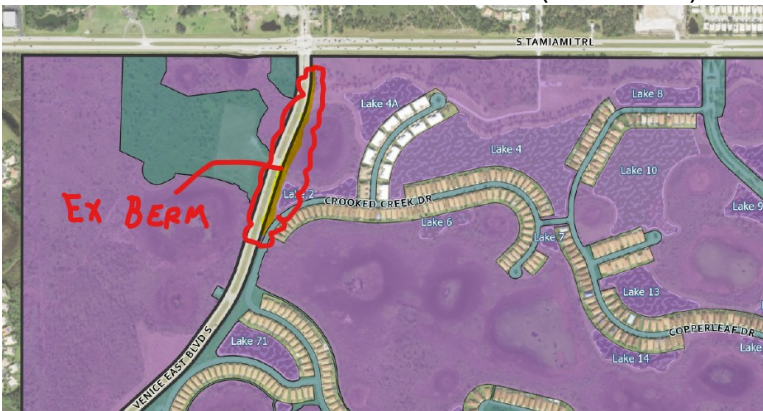


The Lake 45 south side berm was observed. Here are some findings:

1. It appears approx. 6 ft high from the water banks of Lake 45. The berm height appears less than 6 ft at the western end of Lake 45 where the Spartina Dr existing homes are closest to the Manasota Beach Road R/W.
2. This berm is well maintained with current mowing/landscaping operations.
3. There are existing trees only along the top with an existing irrigation system.
4. It is obvious several trees have been damaged and removed as evidence of tree wells & root systems still exist.
5. There are a few trees currently damaged (see pic below).
6. There is an existing dripline irrigation system and several of the heads were observed broken.
7. There could be evidence of a former hedge row (bushes) that once existed, but no bushes currently exist on the top of this berm on Lake 45.
8. The future Manasota Beach Rd is just south of this berm.



Berm 2: East side of Venice East Blvd S (Lake 2-ish)



The Venice East Blvd East side berm was observed. Here are some findings:

1. Approx. 6 ft high from roadside.
2. Has healthy vegetative buffer with bush hedgerow maintained and trees about every 20-30 ft apart.

Other observations:

There is evidence that within Sarasota National development, the perimeter berms were designed to include tree placement every 20-30 ft apart with bush hedgerows to be placed between the trees. See below which is an existing berm along the south side of Lake 24 off Spartina Dr. If this existed or was established on the Lake 45 (Spartina Dr) berm, it would help screen the future Manasota Beach Rd improvements. It would not muffle the vehicular noise but would assist in screening the visibility of the vehicular traffic. With the berm as-is condition, it will not adequately screen or muffle the noise of the future Manasota Beach Rd when fully developed.

This report does not make an assertion of the O&M responsibilities of the existing berms.



Figure A: Existing berm w/bush hedgerow



Figure B: Same berm (wide angle)

Christopher D. Beers, P.E., P.S.M.

Branch Manager

JOHNSON ENGINEERING, LLC.

An Apex Company

17833 Murdock Circle

Port Charlotte, FL 33948

Direct: (941) 766-6262

Company: (941) 625-9919

Cell: (941) 628-0635

CBeers@JohnsonEng.com

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

7

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

THIS AGREEMENT is made and entered into this ___ day of _____, 2025,
by and between (the “Agreement”):

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

Sarasota National Master 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 owns certain real property as identified in the
attached **Exhibit A**; and

WHEREAS, the Association desires to provide inspection, operation and maintenance
services for certain District-owned improvements and areas, referred to as District Property, within
the property governed by the Association, located within the Sarasota National residential
development (the “Community”) and as more specifically identified in the attached **Exhibit B** and
in accordance with this Agreement; 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 B** in accordance with this
Agreement; 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. OBLIGATIONS.

I. DISTRICT’S OBLIGATION.

A. At the commencement of this Agreement, and before the Association assumes the responsibility for routine repair and maintenance of the perimeter berms pursuant to Section 2(II)(C)(i) of this Agreement, the District shall rebuild and return the perimeter berms, with special attention to the Spartina Drive berm, to their original condition as built by the developer, which includes, if necessary, excavation, addition of soil, planting and irrigating sod, and replanting/replacing trees and shrubs.

B. At the commencement of this Agreement, and before the Association assumes the responsibility for routine repair and maintenance of the lake banks pursuant to Section 2(II)(C)(i) of this Agreement, the District shall inspect all District-owned lake banks, and perform and install, where necessary and as determined by the District in consultation with its District Engineer, erosion control measures and littoral plantings in lakes, ponds, and lake banks, returning them to their original condition as built by the developer.

C. All ongoing capital repair or replacement of District-owned property, including but not limited to erosion control measures and littoral plantings in lakes, ponds, and lake banks, and rebuilding District-owned berms to their original condition as built by the developer, shall be the responsibility of the District.

II. ASSOCIATION’S OBLIGATION.

A. *General duties.* Association shall be responsible for the routine maintenance of the District Property identified in **Exhibit B** (hereafter “District Property”) in an efficient, lawful and satisfactory manner, acceptable to the District, in its sole, reasonable and non-arbitrary 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 maintenance inspections of the District Property identified in **Exhibit B**; report any irregularities to the District Manager, or his/her designated representative; and correct any maintenance irregularities or deficiencies in accordance with Section 2(II)(C) of this Agreement. Inspections shall be conducted based on best management practices for each category of infrastructure listed in **Exhibit B**, and in no event less than annually for each such category of infrastructure. Notwithstanding the foregoing, the Association shall not be responsible for conducting inspections of the District Property with respect to determining whether such improvements are in need of capital repair or replacement; provided, however, that if, during any maintenance inspection of the District Property, the Association believes that

capital repairs or replacement may be needed, the Association shall promptly communicate such information to the District.

C. Repair and Maintenance.

i. Association shall make, or cause to be made, routine repair work and normal maintenance to the District Property identified in **Exhibit B** as may be required for the successful and reasonable operation and appearance of the District Property, identified in **Exhibit B**. “Normal maintenance” includes mowing, edging, pruning, weeding, and mulching, and pressure washing sidewalks, unless otherwise provided in **Exhibit B**. “Routine repair work” includes minor irrigation repairs; replacement of annuals and ornamental plantings/hedges; repairing and replacing sod, small trees, and shrubs; exterminating ground pests; grinding and replacing sidewalk panels, unless otherwise provided in **Exhibit B**.

ii. All other non-routine and ongoing capital repair or replacement of District-owned property, including but not limited to erosion control measures and littoral plantings in lakes, ponds, and lake banks, and rebuilding District-owned berms to their original condition as built by the developer, shall be the responsibility of the District. Notwithstanding the foregoing, the Association shall promptly cause emergency repairs to be made to District Property identified on **Exhibit B**, 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 Association services. Association shall immediately notify the District Manager, or a designated representative, concerning the such emergency repairs and shall be reimbursed by the District for the actual costs of any such emergency repairs after completion thereof and within thirty (30) days of submittal of an invoice for same.

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 its 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. Each Party shall immediately notify the other Party and their 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.* The District shall provide the Association any and all District policies, procedures, rules, regulations and notices, if any, as may be promulgated by the District from time to time. The Association shall ensure the Association's personnel are familiar with any and all such District policies, procedures, rules, regulations and notices, if any, and shall ensure that all persons using the District Property are informed with and conform to same. Association may adopt such policies and procedures as it deems necessary for 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 District Property, and property of its residents and landowners from damage by Association, its employees or contractors. Association agrees to promptly repair any damage resulting from Association's activities and work. In the event that the Association fails to expeditiously commence the repair of such damage within thirty (30) days, which date may be extended by the District whose consent shall not be unreasonably withheld, the District may elect to repair the damage and invoice the Association for the cost of same. Any invoice distributed to the Association in accordance with this section shall be paid within thirty (30) days of receipt thereof.

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 Association 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.

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 sixty (60) days' written notice of its intent not to renew. The Parties 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.

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 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, or property damage of any nature, arising out of, or in connection with the Association's negligent acts or omissions with respect to the work to be performed by the Association pursuant to this Agreement, including litigation or any appellate proceedings with respect thereto.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if substantially prevailing, the prevailing party shall be entitled to recover from the other Party 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.

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
Association, Inc.
c/o Icon Management Services of Florida, LLC
25500 National Boulevard
Venice, Florida 34293
- With a copy to: Becker & Poliakoff
Mary R. Hawk, Esq.
1001 3rd Avenue, West Suite 300

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. No Party shall refuse valid delivery. 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. Venue for any action concerning this Agreement shall be in Sarasota County, 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 effective the day and year first written above.

Attest:

**SARASOTA NATIONAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

**SARASOTA NATIONAL MASTER
ASSOCIATION, INC.**

(Signature of Witness)

By: _____

(Print Name of Witness)

Its: _____

Exhibit A

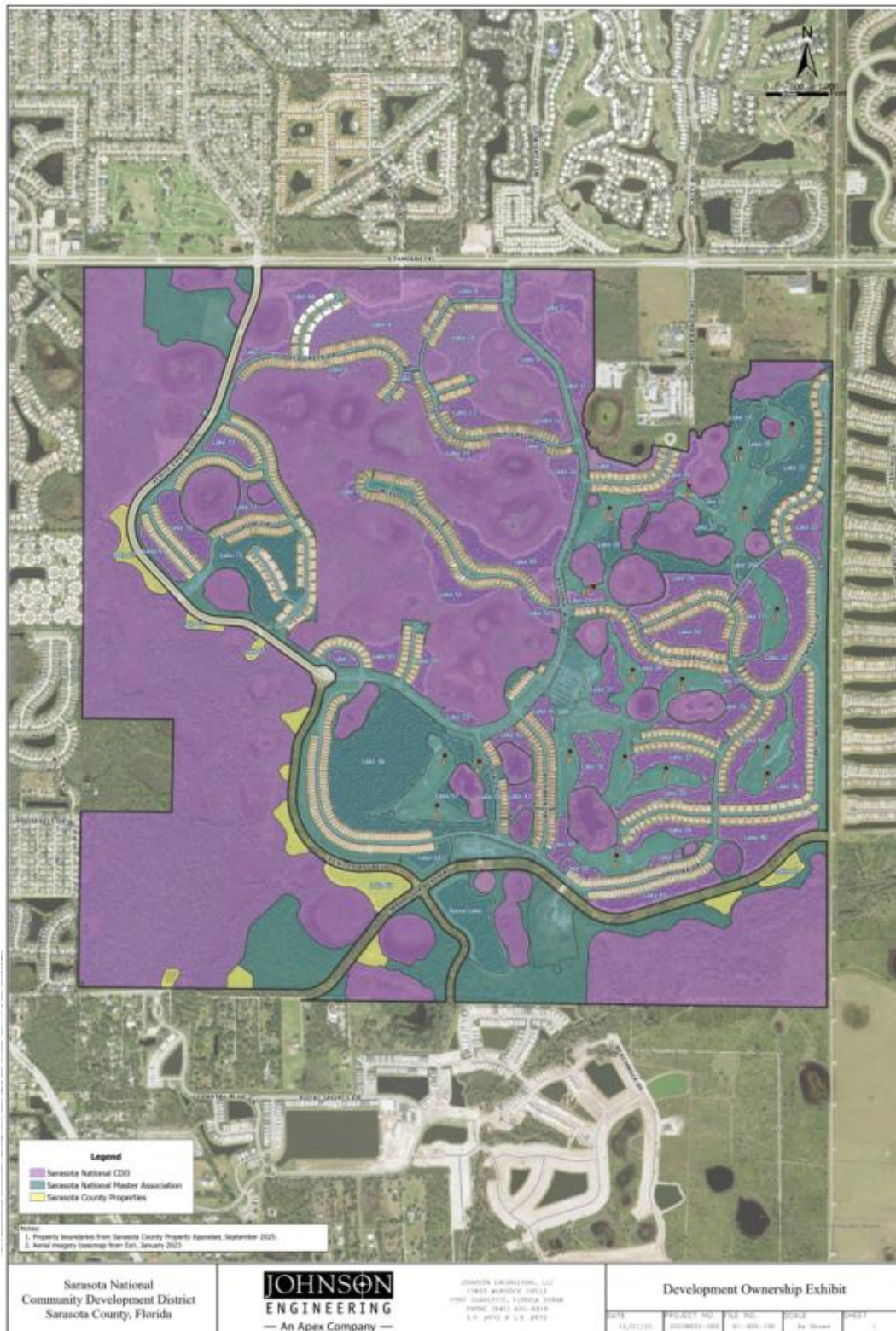


Exhibit B

District Property that is subject to this Agreement, and for which the Association is responsible for routine and ongoing inspecting, preserving, maintaining, repairing, and/or replacing (except capital repairs and replacements), includes:¹

- Perimeter berms² and lake banks;³
- Internal Community berms;
- Landscape tracts including those located at the perimeter of the Community at the main entry (to the gatehouse), and along public roadways internal to the Community including along Spartina Drive, Venice East Boulevard, and Manasota Beach Road (when constructed), at the sanitary lift stations, and otherwise within the Community.
- District-owned sidewalks.

District Property that is NOT subject to this Agreement, and for which the District is fully responsible for routine and ongoing inspecting, preserving, maintaining, repairing, and/or replacing, includes:

- Lakes and ponds including littoral plantings;
- Stormwater management system (including but not limited to interconnecting pipes and control structures); and
- Wetlands and preserves.

¹ Excluding capital repair and replacement of said District Property as per this Agreement, including but not limited to Section 2(I)(C) hereof, which shall be the responsibility of the District.

² After the District returns the perimeter berms to their original condition as built by the developer per Section 2(I)(A) and (B) of this Agreement, the Association shall be responsible for routine repair and normal maintenance of perimeter berms as described in Section 2(II)(C)(i) hereof.

³ For the avoidance of doubt, the extent of the Association's responsibilities with regards to "normal maintenance" and "routine repair work" relative to the lake banks is limited to mowing up to the lake bank edges and maintenance/replacement of sod in that area.

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

8

Sarasota National CDD/Golf Renovation August Meeting Follow Ups

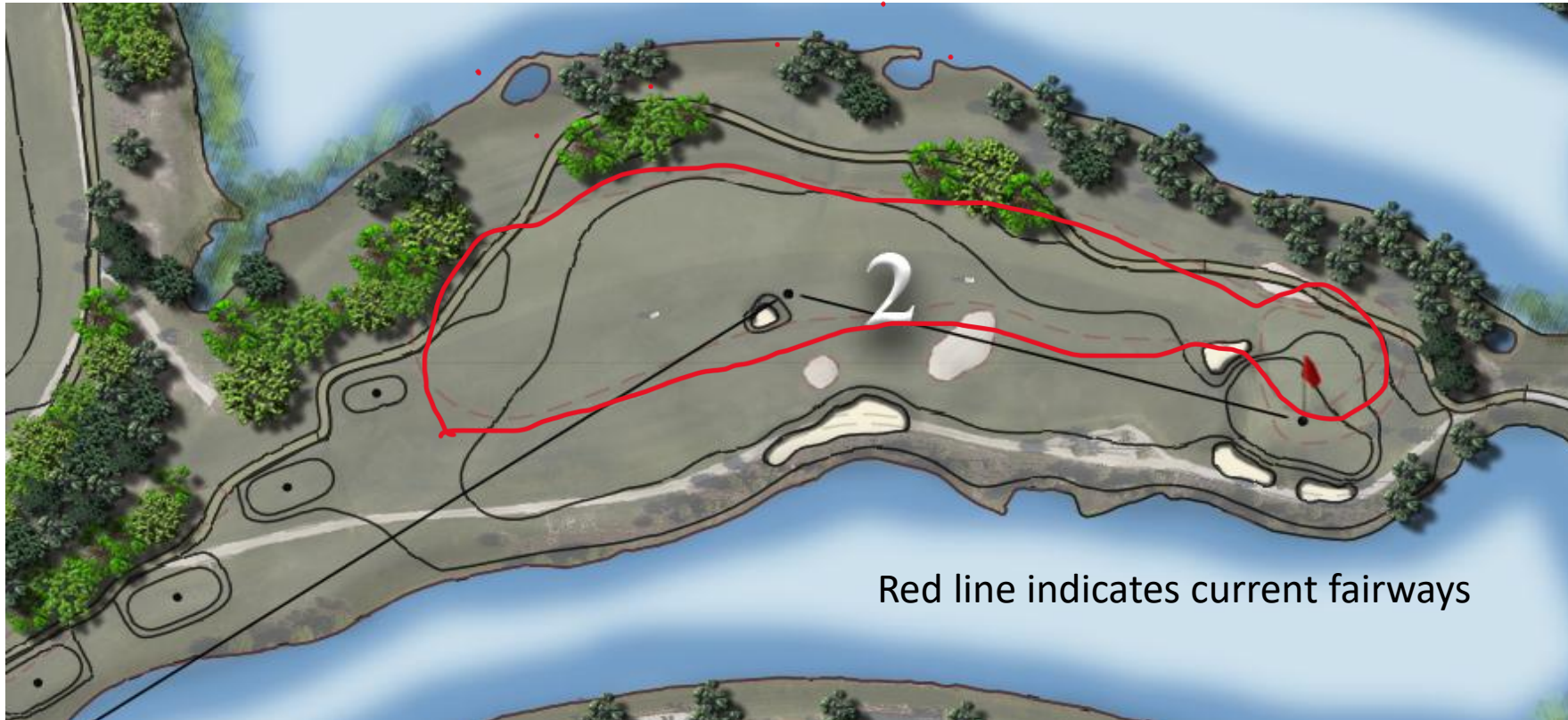
9/2/25

Requests of the Golf Course Improvement Committee:

1. In the discussion of requested tree relocation, two requests were made:
 - Meet with Chris Beers to review. The landscape architect completed tree inventory and documents provided to our committee on 8/22. Currently working to identify trees within CDD property. Contact has been made with Chris, the documents will be provided and a meeting on the course to be scheduled.
 - Provide a visual of hole layout changes to demonstrate the “shift” in holes requiring tree relocation to maximize the master plan vision (included).
2. Provide engineering of bulkhead replacement
 - Contractor currently under contract review, engineering documents will not begin until contract is signed.
 - The contractor with whom we are currently negotiating has provided an outline of the steps that will be followed (included). Final engineering will be provided when complete, projected date November 2025.

Hole Lay Out Changes vs. Current

Tree Relocation Required to Optimize Master Plan



Sarasota National GC - Bulkhead Scope of Work

Upon arrival, Black Creek Construction (BCC) will begin work with the understanding that the existing bulkhead wall has already been demolished and excavated by the GC.

- The new bulkhead will be constructed in the same footprint or slightly landward of the original wall, with all work performed from the landside. No barges or waterside equipment will be necessary.
- Using an excavator with a vibratory hammer, Black Creek Construction (BCC) will drive 9" b butt by 16' pilings at 5' on center. All pilings will be #2 southern yellow pine with a 0.80 CCA treatment. Three rows of 3"x8" whalers will then be secured to the landside of the soldier pilings with 6" TimberLok screws. Whalers will be vertically spaced at roughly 2' on center. Whaler material will be #2 southern yellow pine with 0.60 CCA treatment.
- Sheeting will then be driven minimum 18" into the mudline landward of the whalers. Sheeting will be secured to the whalers with 4" TimberLok Screws. All sheeting material will be #2 southern yellow pine with 0.60 CCA treatment.
- The top of the wall will be capped off with a 2"x10" cap board. Cap board material will be #2 southern yellow pine with 0.60 CCA treatment.
- Due to the height of the wall being 7', this bulkhead will require a deadman tieback system. BCC will excavate as necessary 9-10' behind and 30" below the top of the bulkhead wall. The deadman pilings will be 9" butt x 16' pilings with 0.80 CCA treatment laid horizontally in the excavated area. At 5' on center spacing, 5/8" x 12' tie rods will connect the horizontal deadman piling to the vertical bulkhead piling. All tieback hardware will be hot dipped galvanized.
- Once all bulkhead pilings are tied back, the deadman system will be backfilled. Before backfilling behind the bulkhead wall, a layer of Terratex NO8 filter fabric will be secured to the back of the wall to prevent material loss.
- The bulkhead will then be backfilled using on-site excavated material, completing the installation.

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

9

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SARASOTA NATIONAL COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRPERSON THE AUTHORITY TO COMMUNICATE ON BEHALF OF THE BOARD WITH DISTRICT VENDORS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to plan, construct, maintain, operate, finance, and improve the provision of systems, facilities, and services necessary to meet the infrastructure needs of the District (the "Improvements"); and

WHEREAS, for the avoidance of confusion, and to facilitate the effective and efficient operations and maintenance of the Improvements, the District desires to establish a process for individual Board member contact with District vendors; and

WHEREAS, the District's Board of Supervisors (the "Board") accordingly finds that authorizing the Chairman, or the Vice Chairman in his absence, to be the sole Board member responsible for communicating with District vendors relative to Board direction or policy is in the best interests of the District.

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

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

SECTION 2. DELEGATION OF AUTHORITY. The Board hereby grants sole authority to the Chairman, or the Vice Chairman in his absence, to communicate with District vendors on matters relating to the construction, operation, maintenance, repair, or replacement of the Improvements. Other individual Board members shall refrain from communication with District vendors to the extent that they are representing themselves as being District Board members and therefor creating the impression that such Board member(s) are authorized to speak on behalf of the Board. Nothing herein prevents District staff including but not limited to the District Manager, District Field/Operations Manager, District Engineer, or District Counsel from communicating with District vendors relative to the Improvements.

SECTION 3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 14th day of October, 2025.

ATTEST:

**SARASOTA NATIONAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2025**

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
AUGUST 31, 2025**

| | Major Funds | | Total |
|--|-------------------|--------------------------------|-----------------------|
| | General | Debt Service Series 2020 | Governmental Funds |
| ASSETS | | | |
| Cash - SunTrust | \$ 95,086 | \$ - | \$ 95,086 |
| BankUnited - MMA | 30,000 | - | 30,000 |
| BankUnited - ICS | 388,605 | - | 388,605 |
| Investments | | | |
| Revenue series 2020 | - | 851,221 | 851,221 |
| Reserve series 2020 | - | 100,000 | 100,000 |
| Due from general fund | - | 226 | 226 |
| Due from other | 1,963 | - | 1,963 |
| Total assets | <u>\$ 515,654</u> | <u>\$ 951,447</u> | <u>\$ 1,467,101</u> |
| LIABILITIES & FUND BALANCES | | | |
| Liabilities: | | | |
| Accounts payable | \$ 21,198 | \$ - | \$ 21,198 |
| Due to debt service | 226 | - | 226 |
| Taxes payable | 306 | - | 306 |
| Total liabilities | <u>21,730</u> | <u>-</u> | <u>21,730</u> |
| Fund balances: | | | |
| Restricted for: | | | |
| Debt service | - | 951,447 | 951,447 |
| Unassigned | 493,924 | - | 493,924 |
| Total fund balances | <u>493,924</u> | <u>951,447</u> | <u>1,445,371</u> |
| Total liabilities, deferred inflow of resources and fund balances | <u>\$ 515,654</u> | <u>\$ 951,447</u> | <u>\$ 1,467,101</u> |

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED AUGUST 31, 2025**

| | Current Month | Year to Date | Budget | % of Budget |
|--|-------------------|-------------------|-------------------|----------------|
| REVENUES | | | | |
| Assessment levy - on roll | \$ - | \$ 492,140 | \$ 489,095 | 101% |
| Interest | 1,198 | 12,942 | - | N/A |
| Total revenues | <u>1,198</u> | <u>505,082</u> | <u>489,095</u> | 103% |
| EXPENDITURES | | | | |
| Administrative: | | | | |
| Management | 3,297 | 36,274 | 39,571 | 92% |
| Supervisors | 1,077 | 5,167 | 6,300 | 82% |
| Audit | - | - | 7,000 | 0% |
| Assessment roll preparation | 542 | 5,958 | 6,500 | 92% |
| Arbitrage rebate calculation | - | 750 | 1,750 | 43% |
| Dissemination agent | 167 | 1,833 | 2,000 | 92% |
| Trustee | - | - | 11,000 | 0% |
| Legal | 2,829 | 9,445 | 12,000 | 79% |
| Engineering | 300 | 21,301 | 13,000 | 164% |
| Postage | 379 | 1,118 | 500 | 224% |
| Telephone | 41 | 458 | 500 | 92% |
| Insurance | - | 12,439 | 12,500 | 100% |
| Printing & reproduction | 83 | 916 | 1,000 | 92% |
| Legal advertising | - | 396 | 1,200 | 33% |
| Other current charges | 112 | 1,330 | 1,000 | 133% |
| Annual district filing fee | - | 175 | 175 | 100% |
| ADA website compliance | - | - | 210 | 0% |
| Website | - | 705 | 705 | 100% |
| Property tax bills | - | - | 100 | 0% |
| Total administrative | <u>8,827</u> | <u>98,265</u> | <u>117,011</u> | 84% |
| Water management: | | | | |
| Other contractual services | 9,428 | 267,335 | 312,500 | 86% |
| Lake bank erosion repair | - | 55,000 | 44,300 | 124% |
| Total water management | <u>9,428</u> | <u>322,335</u> | <u>356,800</u> | 90% |
| Other fees and charges | | | | |
| Tax collector | - | 7,360 | 7,642 | 96% |
| Property appraiser | - | - | 7,642 | 0% |
| Total other fees and charges | <u>-</u> | <u>7,360</u> | <u>15,284</u> | 48% |
| Total expenditures | <u>18,255</u> | <u>427,960</u> | <u>489,095</u> | 88% |
| Excess/(deficiency) of revenues over/(under) expenditures | (17,057) | 77,122 | - | |
| Fund balance - beginning | 510,981 | 416,802 | 390,438 | |
| Fund balance - ending | <u>\$ 493,924</u> | <u>\$ 493,924</u> | <u>\$ 390,438</u> | |

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2020
FOR THE PERIOD ENDED AUGUST 31, 2025**

| | Current Month | Year to Date | Budget | % of Budget |
|--|-------------------|-------------------|-------------------|----------------|
| REVENUES | | | | |
| Assessment levy - on roll | \$ - | \$ 1,490,697 | \$ 1,481,281 | 101% |
| Interest | 3,126 | 43,456 | - | N/A |
| Total revenues | <u>3,126</u> | <u>1,534,153</u> | <u>1,481,281</u> | 104% |
| EXPENDITURES | | | | |
| Principal | - | 830,000 | 830,000 | 100% |
| Interest | - | 613,800 | 613,800 | 100% |
| Total debt service | <u>-</u> | <u>1,443,800</u> | <u>1,443,800</u> | 100% |
| Other fees and charges | | | | |
| Tax collector | - | 22,292 | 23,145 | 96% |
| Property appraiser | - | - | 23,145 | 0% |
| Total other fees and charges | <u>-</u> | <u>22,292</u> | <u>46,290</u> | 48% |
| Total expenditures | <u>-</u> | <u>1,466,092</u> | <u>1,490,090</u> | 98% |
| Excess/(deficiency) of revenues over/(under) expenditures | 3,126 | 68,061 | (8,809) | |
| Fund balance - beginning | 948,321 | 883,386 | 799,364 | |
| Fund balance - ending | <u>\$ 951,447</u> | <u>\$ 951,447</u> | <u>\$ 790,555</u> | |

Sarasota National CDD

Financial Highlights Report

As of 8/31/25

General Fund

Revenues

Special Assessment On-roll: At 101% Year to Date (YTD) – note the majority are historically received during the month of December as a result of payers taking advantage of the early discount (4%).

Expenditures (through end of August at 98%, and is % over straight proration of 92% YTD)

Supervisors: At 82% - The Board has scheduled six meetings per year, although not always held.

Audit: At 0% year to date. The Audit was presented/approved during your July meeting.

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

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

Dissemination agent: At 92% and provided by WHA, dissemination agent services are a requirement of the Securities & Exchange Act of 1934, pursuant to Rule 15c2-12.

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

Legal: At 79% YTD - Legal expenses will fluctuate year by year based on activity.

Engineering Fees: At 164% - Engineering expenses will fluctuate year by year based on activity. Fees include Lake Bank Erosion review, Survey Lake 32 and Hole #7 \$9,469; follow up on Hole #7, \$1,096.00; Lake 32 Plats review and Site walkthrough with Supervisor Kasl \$806.00 as well as FL GIS Updates \$3,360.00.

Postage: Specific to Fed-ex fees and includes an overpayment of \$1963.00 – Note: You will see on the balance sheet “due from others” a reimbursement from Fed-ex for these charges.

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 133% are Bank charges and other miscellaneous expenses incurred during the year.

Water Management/Other Contractual Services: At 86%. Year to date is specific to Lake Maintenance by Premier Lakes, Midge Fly treatment of Lake 56, EarthBalance Services for Conservation 10 and Eco-Logic maintenance for Mitigation and Monitoring of Littoral Shelves.

Water Management/Lake Bank Erosion Repair: Specific to bank restoration of Lake 32 w Premier Lakes

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

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

Debt Service Fund
2020 Series Bond

Expenditures

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

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

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

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

The Board of Supervisors of the Sarasota National Community Development District held a Regular Meeting on August 12, 2025 at 1:00 p.m., in person at the Sarasota National Clubhouse, 25500 National Boulevard, Venice, Florida 34293.

Present:

| | |
|-----------------------------|---------------------|
| Gerald Bergmoser | Chair |
| Cary Leuschner | Vice Chair |
| John Istwan (via telephone) | Assistant Secretary |
| Douglas Kasl | Assistant Secretary |
| Dick Smith | Assistant Secretary |

Also present:

| | |
|--------------------------------|-------------------------------|
| Chuck Adams (via telephone) | District Manager |
| Cleo Adams | District Manager |
| Shane Willis | Operations Manager |
| Lindsay Whelan (via telephone) | District Counsel |
| Chris Beers | District Engineer |
| Bill Kurth | Premier Lakes, Inc. (Premier) |
| Elaine Kay | HOA President |
| Sally Krause (via telephone) | Golf |
| Brian Holland | Resident |
| Jerrilyn Schulze | Resident |
| Bill Smith | Resident |
| Other residents | |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Bergmoser called the meeting to order at 1:00 p.m.

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

SECOND ORDER OF BUSINESS

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

Resident Brian Holland apologized for removing littorals on CDD property. He stated that he was unaware of prohibitions against doing so and would like to conclude the matter.

Resident Jerrilyn Schulze reserved her comments until after Mr. Kurth's report.

THIRD ORDER OF BUSINESS

Update: Premier Lakes, Inc. (Bill Kurth)

- **Lake 32: Update/Resolution to the Sod Concerns**

Mr. Kurth stated that he emailed the Board following his inspection of the Lake 32 shoreline. Tall grasses were trimmed due to concerns that mowers could not access the area. Next week, he and Wetlands Manager Dustin Horman will evaluate spongy areas where sand needs to be filled in. Sand will be ordered and bags will be filled as needed to rectify the spongy effect. Sod will be ordered when the sand repairs are completed; damaged sod will be removed and replaced where necessary. Damaged sod due to a lack of irrigation will be replaced; the project will likely be completed within one month.

Mr. Kurth discussed how water socks will be repaired. Some areas with very steep slopes were treated with sock material as far as possible; the upper area will be improved.

Ms. Schulze expressed concern about areas where the shore sock is showing. Mr. Kurth stated the project will be expedited; once the sand is installed, areas can be mowed. Ms. Schulze asked who is responsible for mowing the area. She presented an email from Juniper stating that they will not mow the uneven area due to holes and erosion. Mr. Kurth stated the areas of concern will be repaired.

Mr. Bergmoser read an email from Mr. Buck:

"Mr. Smith, It is questionable whether I can attend the meeting this Tuesday but I want to supply updates in the sock pillow repair on our Waverly Lake 32 Project. There are still numerous sod spots that are being absorbed by weeds, and not true grass, but the areas have been cut by both Juniper and Premier Lakes as recently as August 9, 2025. The bulkhead of grass at water level had not been cut by Juniper and now it has been trimmed by Premier Lakes. The voids still exist and machine mowing does at point scrape and damage the surface soil. I do think some type of "top dressing" effort and fertilization may encourage and enhance the landscape look, surface and materials. The mowing and care may be something Premier and Juniper can

71 agree on. I won't include the questionable sod pictures but I have them and pictures of Premier's
72 recent trimming if you so desire."

73 Mr. Kurth stated the intention is to solve those issues within the next month. He will
74 consider some top dressing if bumpiness is still an issue. He will email updates to Mr. Willis. He
75 noted that the sod must be irrigated; he will not guarantee the sod further.

76 Discussion ensued regarding whether there is irrigation in the area that Juniper can turn
77 on; former presence of St. Augustine grass, which is irrigation dependent in the area; a request
78 for Juniper to install different irrigation heads; the rainy season; the need for residents to irrigate
79 the areas, etc. Mr. Kurth will inspect the area and advise.

80 Ms. Schulze stated she is irrigating the area in her backyard. It was noted that the area is
81 CDD property. Residents tapping into HOA sprinklers was discussed.

82 Mrs. Adams stated the CDD will not irrigate that area; cord grasses that do not need
83 irrigation could be installed. The CDD manages the area between where the turf ends and the
84 lake bank begins. She had advised homeowners of their responsibility to irrigate those areas.

85
86 **FOURTH ORDER OF BUSINESS**

**Discussion: Lake Bank Restoration Report -
Communication Timeline for Lake 32**

87
88
89 The Board and Staff considered and discussed the communications timeline for the Lake
90 32 Project prepared by Mr. Willis at the Board's request. It was noted that Mr. Buck initiated the
91 communication process, which led to restoration work, and that a transition between the
92 previous and current District Engineer occurred. It was noted that the project was actually
93 finished in late May, 2025 and that the next meeting was in July 2025.

94
95 **FIFTH ORDER OF BUSINESS**

**Discussion: Lake 56 Audit Report (Chris
Beers)**

96
97
98 Mr. Beers presented the Lake 56 Audit Report completed after the July meeting. There is
99 no imminent danger with the road or the multi-use path; the stormwater management system
100 will function properly. He recommended addressing it now or in the coming months. It can wait
101 until after the rainy season. It was noted that the area is visible from the golf course and it needs

to be aesthetically pleasing. Mr. Beers estimated that areas needing repair total 60' to 80'. It was noted that cypress trees generally provide stabilization but erosion of root balls occurred.

Discussion ensued about the causes of the erosion, whether littorals could have helped, contributing factors, use of riprap, lack of imminent danger and the ongoing nature of erosion.

Staff will request proposals for installation and maintenance of riprap.

SIXTH ORDER OF BUSINESS

Discussion/Consideration: Proposed Lake Bank Restoration Project Timeline and Communication Plan for Future Projects

This item was presented following the Seventh Order of Business.

SEVENTH ORDER OF BUSINESS

Discussion: Lake 25 Observations

This matter was previously addressed and Mr. Holland's actions were forgiven.

Discussion/Consideration: Proposed Lake Bank Restoration Project Timeline and Communication Plan for Future Projects

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

Mr. Willis presented a sample project management plan for use in future projects.

Discussion ensued regarding the need to designate a project manager for each project, variability of timelines, reducing the timespan between meetings, definition of project scope and goals, the ability to schedule emergency meetings with approximately 10 days' notice, etc.

Mr. Willis will make edits to clarify matters discussed and additional items submitted.

This item will be included on the next agenda.

EIGHTH ORDER OF BUSINESS

Discussion/Update: Maintenance Agreement between the CDD and the Master Association

Resident and HOA President Elaine Kay stated the Agreement was returned to the CDD's Attorney for further revisions and she will not discuss it as an agreement has not been reached yet. She expressed concern that the CDD website indicated that an agreement is in place and that

Pat Neal believes that an agreement exists. Mr. Willis noted that the CDD website refers to “maintenance of CDD properties and facilities” not a Maintenance Agreement.

Ms. Whelan stated she spoke with the HOA Attorney late yesterday. She is reviewing a revised version of the Agreement and will work to finalize it, with Board direction. She recalled discussions from the last meeting and stated that the HOA finds the Agreement acceptable, but would like the CDD to bring some of the berms, including on Spartina, to what they consider an acceptable condition so that they are maintaining them and not undertaking a capital replacement.

Discussion ensued regarding lake bank maintenance, such as mowing to be done by the HOA, versus structural repairs to be done by the CDD, and the need for notice of issues.

This item will be included on the next agenda.

NINTH ORDER OF BUSINESS

Discussion: Golf Course Renovation Project Update (Sally Krause)

Resident Sally Krause presented the Golf Course Renovation Project Update and made the following requests:

- Permission to mitigate 38 trees that will interfere with play at the golf course renovation’s expense. An arborist and a landscape architect will be on site to provide additional information.
- Permission to perform earthwork, if necessary, and to repair or replace any compromised or broken pipes, or any of the 91 catch basins identified on the golf course.
- Permission to re-grass 20 to 30 acres of shoreline golf course currently being maintained by golf staff, which is permitted to the top of the bank, at the golf course’s expense, to make it look like it is part of the golf course. The architect will determine actual acreage.
- Permission to replace bulkheads on Holes #7 and #18 as part of the cost during the renovation, and to know what is required.

Ms. Whelan was directed to draft a License Agreement allowing the Golf Course to work from boats in the lakes to replace the bulkheads on Holes #7 and Hole #18. It was noted that Hole #7 is by Lake 56. A map showing the locations in question will be provided.

Discussion ensued regarding the method of bulkhead replacement and whether dewatering will be done; the Agreement's coverage for damage to CDD property or landscaping; the Agreement that was sent to the Golf Course; collaboration with the arborist and the District Engineer; needing a timeline in order for Ms. Kay to put an item on the HOA agenda for August or September and the pending Agreements.

Mr. Smith stated that the second bulkhead is located on Lake 33. Ms. Whelan suggested the original License Agreement for the Bank Slope Regrading be revised slightly, as it was never executed to encompass these additional tasks. Lakes 33 and 56 are already included.

Mr. Smith questioned the need to mitigate eight trees at Hole #2 and expressed concern about erosion. Ms. Krause stated that Hole #2 will be relocated and noted that the area in question is included in the acres to be re-grassed under guidance of the landscape architect.

On MOTION by Mr. Bergmoser and seconded by Mr. Smith, with all in favor, directing Staff to continue working on the final form of the Agreement, subject to Legal Counsel approval, and authorizing the Chair to execute, subject to ratification at the next meeting, was approved.

Ms. Krause will ask if the architect can superimpose the future locations of each hole on the map of the golf course. Mr. Smith and Mr. Leuschner stated more information regarding the need to move trees is needed before approval can be given. Ms. Krause described the designer's plan for the hole in question. Mr. Bergmoser asked for the arborist to list the species of trees proposed for the hole.

Discussion ensued regarding relocation of trees, Audubon community certification, whether the cypress trees planted in conjunction with the permit can be relocated, and the need for the District Engineer's input.

TENTH ORDER OF BUSINESS

**Discussion/Consideration: Resolution
Regarding Vendor Communication**

This item was deferred.

ELEVENTH ORDER OF BUSINESS**Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]**

Ms. Whelan presented the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards. She noted that it will be necessary to authorize the Chair to approve the findings related to the 2025 Goals and Objectives.

Discussion ensued regarding the annual District Engineer's inspection of infrastructure and systems and the sufficiency of the Report provided.

On MOTION by Mr. Leuschner and seconded by Mr. Smith, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards, were approved.

- **Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting**

On MOTION by Mr. Leuschner and seconded by Mr. Smith, with all in favor, authorizing the Chair to approve the findings related to the 2025 Goals and Objectives Reporting, was approved.

TWELFTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of June 30, 2025**

- **Financial Highlights Report**

Mr. Beers discussed additional requests and ongoing services provided.

Mrs. Adams stated that additional details will be included for line items that exceed the amount budgeted.

The financials were accepted.

THIRTEENTH ORDER OF BUSINESS**Approval of July 8, 2025 Public Hearing and Meeting Minutes**

The following changes were made:

Line 104: Change "sox" to "Sox" and insert "we continue the" after "and"

230 Line 104: Change “will have to undergo” to “has planned”

231 Line 243: Delete

232 **On MOTION by Mr. Kasl and seconded by Mr. Istwan, with all in favor, the July**
233 **8, 2025 Public Hearing and Meeting Minutes, as amended, were approved.**

234

235

236 **FOURTEENTH ORDER OF BUSINESS**

Staff Reports

237

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

239 There was no report.

240 **B. District Engineer: Johnson Engineering Inc.**

241 There was no report.

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

- 243 • **NEXT MEETING DATE: October 14, 2025 at 1:00 PM**

- 244 ○ **QUORUM CHECK**

245 All Supervisors confirmed their attendance at the October 14, 2025 meeting.

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

247 Mr. Willis stated that he received five phone calls for alligator removals in the CDD, so he
248 placed an informational brochure on the CDD website and asked the HOA to include periodic
249 reminders. Residents must call the State to report a nuisance alligator, and the State will provide
250 the license number for a trapper. Upon receipt of that information, Mr. Willis can then call to
251 have the alligator removed; however, the person who makes the complaint must be present. In
252 the past, the State has refused to remove alligators as residents do not own the stormwater
253 system. It was noted that alligators must be declared a nuisance in order to be removed.

254

255 **FIFTEENTH ORDER OF BUSINESS**

Supervisors' Requests

256

257 Mr. Bergmoser expressed appreciation for the inclusion of the commentary about the
258 care and maintenance of the wetlands in the newsletter. He noted that the Lake 25 damage was
259 minimal and expressed concern that further down, another Association completely lacks a littoral
260 shelf. He questioned whether these areas are in compliance given the complete littoral shelf in
261 all other areas. It was noted that the area is a popular fishing spot.

262 Mr. Willis will research whether littorals have been present in the area in question.

263 Ms. Schulze asked who is responsible for mowing the property. Ms. Kay stated she is
264 hopeful the HOA will be responsible for mowing in the coming weeks. Ms. Schulze stated that
265 the grass has not been mowed for three to four weeks.

266 Ms. Kay stated the HOA will hold a workshop on August 18, 2025 at 9:00 a.m.; questions
267 and comments are welcome.

268

269 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

270

271 **On MOTION by Mr. Kasl and seconded by Mr. Bergmoser, with all in favor, the**
272 **meeting adjourned at 2:33 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

STAFF REPORTS

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
C**

| SARASOTA NATIONAL COMMUNITY DEVELOPMENT DISTRICT | | |
|---|----------------------------------|---------|
| | | |
| BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE | | |
| | | |
| LOCATION | | |
| <i>Sarasota National Clubhouse, 25500 National Boulevard, Venice, Florida 34293</i> | | |
| | | |
| DATE | POTENTIAL DISCUSSION/FOCUS | TIME |
| | | |
| October 14, 2025 | Regular Meeting | 1:00 PM |
| | | |
| November 10, 2025* | Regular Meeting | 1:00 PM |
| | | |
| February 10, 2026 | Regular Meeting | 1:00 PM |
| | | |
| April 14, 2026 | Regular Meeting | 1:00 PM |
| | | |
| July 14, 2026 | Public Hearing & Regular Meeting | 1:00 PM |
| | | |
| August 11, 2026 | Regular Meeting | 1:00 PM |
| | | |

Exception(s)

**November meeting date is one (1) day earlier to accommodate the Veteran's Day holiday*

**SARASOTA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
D**



Wrathell, Hunt and Associates, LLC

TO: Sarasota National CDD Board of Supervisors

FROM: Shane Willis – Operations Manager

DATE: October 14, 2025

SUBJECT: Status Report – Field Operations

Miscellaneous:

- Property tours and resident interactions:
 - ✓ August 12, 2025: Reviewed 10 lakes on property, and one resident phone call about erosion on lake 54. No significant concerns on the lakes reviewed, the erosion present was between the homes and above control elevation (result of the downspouts not being buried).
 - ✓ September 10, 2025: Reviewed 10 lakes and one resident phone call on lake 21 in reference to weeds growing in the lake. Responded to the resident via phone call explaining that the littorals are not weeds and would remain.
- Lake 56 lake bank restoration request for proposal:
 - ✓ September 9, 2025: Request for proposal (RFP) sent to seven contractors.
 - ✓ October 1, 2025: RFP window closed, three proposals received.

Service Providers:

• **Eco-Logic Service Schedules:**

| | |
|---------------------|--|
| Monitoring Events: | Mitigation Areas (May 25 & Nov 25) |
| | Littoral Shelves (May 25 & Nov 25) |
| | Wetland Preserves (May 24 & Nov 25) |
| Maintenance Visits: | Wetland Buffers (Mar 25, Jun 25, Sep 25 & Dec 25) |
| | Wetlands (Mar 25, Jun 25, Sep 25 & Dec 25) |
| | Additional Natural Areas (Mar 25, Jun 25, Sep 25 & Dec 25) |
| | Mitigation Area (Feb 25, Apr 25, Jun 25, Aug 25, Oct 25 & Dec 25) |
| | Littoral Shelves (Feb 25, Apr 25, Jun 25, Aug 25, Oct 25 & Dec 25) |

- **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.

- **EarthBalance Service Schedule:**

Phase 10 maintenance is conducted twice per year, currently scheduled for May 25 and September 25.