

**SARASOTA  
NATIONAL  
COMMUNITY DEVELOPMENT  
DISTRICT**

**February 17, 2026**

**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://sarasotanationalcdd.com/>

February 10, 2026

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 February 17, 2026 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. Update/Summary Reports
  - A. Eco Logic (*Pete Nabor*)
  - B. EarthBalance (*James Baron*)
5. Update: Berm Repair Project – South Side of Lake 45
6. Update: Lake 56 Bank Restoration Project – EMC Divers (*Jeff Landers*)
  - Contract Agreement with CDD
7. Continued Discussion/Update: Golf Course Renovation Project
8. Discussion/Consideration of CDD Oversight Privileges During Golf Course Renovation Projects
9. Discussion: Removal of Nuisance Alligators
10. Acceptance of Unaudited Financial Statements as of December 31, 2025
  - Financial Highlights Report
11. Approval of January 13, 2026 Regular Meeting Minutes

12. Action/Agenda Items

13. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Johnson Engineering*
  - Discussion/Update: Lake 17 Erosion Concerns
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
  - Discussion/Consideration of Additional Meetings for FY2026
  - NEXT MEETING DATE: April 14, 2026 at 1:00 PM [Presentation of FY2027 Proposed Budget]
    - 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

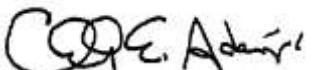
- D. Operations Manager: *Wrathell, Hunt and Associates, LLC*

14. Supervisors' Requests

15. 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**

**6**

**AGREEMENT BETWEEN THE SARASOTA NATIONAL COMMUNITY  
DEVELOPMENT DISTRICT AND EMC DIVERS, INC. FOR LAKE BANK  
RESTORATION SERVICES (LAKE 56)**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this 14<sup>th</sup> day of October, 2025 (the “Effective Date”), by and between:

**Sarasota National Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Sarasota County, Florida, and whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

**EMC Divers, Inc.** a Florida corporation, whose address is 1248 Turnbull Bay Road, New Smyrna Beach, Florida 32168 (the “Contractor”).

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, facilities and services within and without the boundaries of the District; and

**WHEREAS**, the District desires to retain an independent contractor to provide lake bank restoration services and materials for lake 56 within the District, as described herein and in the attached **Exhibit A**, which is incorporated herein by reference (the “Services”); and

**WHEREAS**, the Contractor represents that it is capable of providing the Services and desires to contract with the District to do so in accordance with the terms of this Agreement; and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by 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 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. DESCRIPTION OF WORK AND SERVICES.**

**A.** The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials necessary for the lake bank restoration services, including materials and related site preparation, for lake 56 as described herein and in the attached **Exhibit A**.

- B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** The Contractor shall report directly to the District's Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

**SECTION 3. DATE OF COMPLETION.**

- A.** Contractor shall complete the Services within sixty (60) days of the Effective Date of this Agreement; provided, however, that such completion date may be adjusted to address any delays caused by the District. Contractor shall be allowed additional days for Adverse Weather. "Adverse Weather" is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the site: (1) precipitation (rain, snow, or ice) in excess of one-half inch (0.50") liquid measure ("standard baseline"); or (2) sustained wind in excess of twenty-five (25) m.p.h. Contractor must document such Adverse Weather and notify the District promptly of its occurrence and in no event later than seven days after said Adverse Weather, otherwise such request will be deemed waived.
- B.** The Contractor and District recognize that time is of the essence of this Agreement and that the District will suffer financial loss if the Services are not completed within the times specified herein. The District and the Contractor also recognize the delays, expense, and difficulties involved in proving in a legal proceeding and the actual loss suffered by District if the Services are not completed on time. Accordingly, instead of requiring any such proof, District and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall provide a ten (10) percent reduction of the total compensation for the Services. Contractor must coordinate its work with others performing work for the District as the District directs. Contractor will work overtime or extra shifts as necessary to meet the timeframe provided for herein.

**SECTION 4. COMPENSATION; TERM.**

- A.** As compensation for the completion of the Services, the District agrees to pay the Contractor a total amount of Twenty-Eight Thousand Eighty Dollars and No Cents (\$28,080.00) for the Services set forth in **Exhibit A**, which total amount includes all tools, labor, and materials necessary to complete the Services. The District shall pay Contractor upon completion of the Services and acceptance by the District.
- B.** If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, as set forth in more detail in Section 5 herein.
- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 5. CHANGE ORDERS.** Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service represents a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event the service is not represented by a lump sum or unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor.

**SECTION 6. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall

be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services i) for a period of twenty (20) years after final acceptance by the District, or ii) indefinitely so long as the Contractor remains the District's aquatics maintenance vendor. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

## **SECTION 7. INSURANCE.**

**A.** The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

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

**B.** The District, its staff, consultants and supervisors shall be named as an additional insured (for all coverages except workers' compensation coverage). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages,

as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 8. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

**SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the Services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, effective immediately upon the giving of notice of termination.

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement

against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney, paralegal and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 12. 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 Contractor.

**SECTION 13. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 14. NOTICES.** All notices, requests, consents and other communications under this Agreement (the "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 Contractor:** EMC Divers, Inc.  
1248 Turnbull Bay Road  
New Smyrna Beach, Florida 32168  
Attn: \_\_\_\_\_

**B. If to District:** Sarasota National Community Development District  
c/o 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

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District

and the Contractor. 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 15. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor 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 Contractor 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 Contractor and their respective representatives, successors, and assigns.

**SECTION 17. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 18. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Sarasota County, Florida.

**SECTION 19. INDEMNIFICATION.**

- A.** Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees and expert witness fees and costs to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 20. 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 21. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing ten (10) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide ten (10) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 22. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Cleo Adams** (the "Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, CRISMONDC@WHHASSOCIATES.COM, OR AT 2300**

**GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA  
33431.**

**SECTION 23. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 24. 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 25. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 26. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the Agreement between the parties relating to the subject matter of this Agreement.

**SECTION 27. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 28. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.** Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

**SECTION 29. ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year first written above.

**Attest:**

*Cleo Adams*  
Cleo Adams, District Manager

**SARASOTA NATIONAL COMMUNITY  
DEVELOPMENT DISTRICT**

*Gerald Shane Willis*  
Gerald Shane Willis, Operations Manager

**Witness:**

*Traci Cline*  
Signature of Witness  
*Traci Cline*  
Print Name

**EMC DIVERS, INC.**

By: *John Bel*  
Its: *President*

**Exhibit A:** Scope of Services



**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

## EXHIBIT "A"

### 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 2<sup>nd</sup> 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: \_\_\_\_\_



## HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Invictus National CDD (the "Governmental Entity").

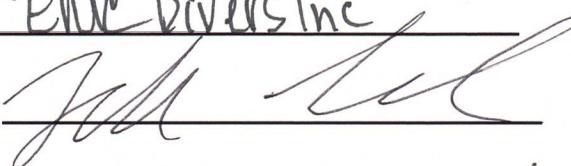
The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of EMC Divers Inc, a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity)
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Nongovernmental Entity

EMC Divers Inc

Authorized Signature:

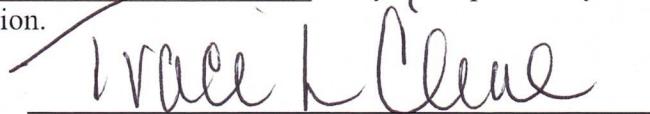


Date: 10-22-24

Printed Name: Jeff Landers Title: President

STATE OF Florida,  
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21 day of October, 2025, by Jeff Landers, as President on behalf of EMC Divers Inc. They  are personally known to me or  have produced   as identification.



Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: \_\_\_\_\_

My commission expires: 1/26/2026



TRACI L. CLINE  
Notary Public  
State of Florida  
Comm# HH213821  
Expires 1/26/2026



Ron DeSantis, Governor

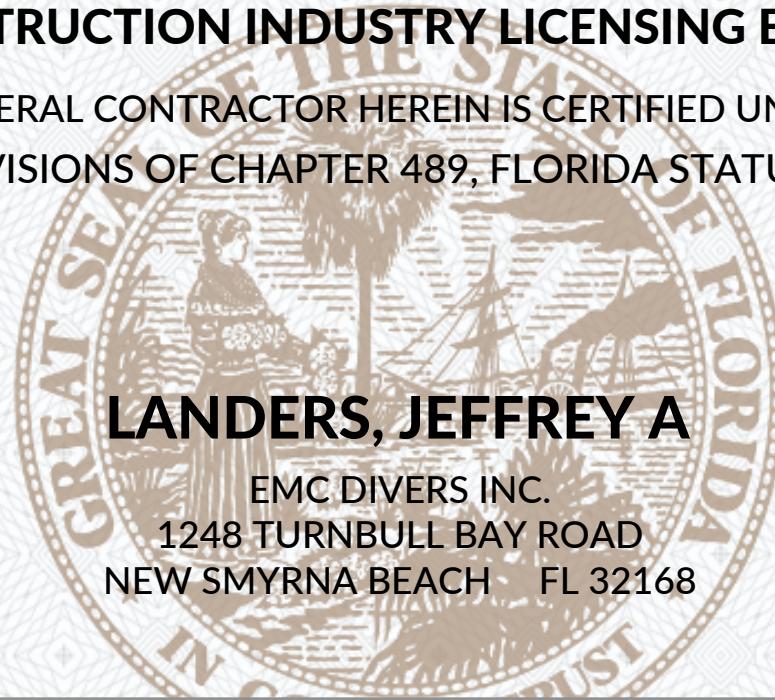
Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**LANDERS, JEFFREY A**

EMC DIVERS INC.  
1248 TURNBULL BAY ROAD  
NEW SMYRNA BEACH FL 32168

**LICENSE NUMBER: CGC1517529**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 09/10/2024

Do not alter this document in any form.



This is your license. It is unlawful for anyone other than the licensee to use this document.



# CERTIFICATE OF MARINE / ENERGY INSURANCE

DATE (MM/DD/YYYY)  
10/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Riverlands Insurance Services, Inc. 492 West 5th Street LaPlace, LA 70068	CONTACT NAME: <input type="text"/> Billy Courtenay	
	PHONE (A/C, No, Ext): <input type="text"/> (985) 331-2766	FAX (A/C, No): <input type="text"/> (985) 331-1659
INSURED EMC Divers, Inc.; EMC Services, Inc. 1248 Turnbull Bay Road New Smyrna Beach, FL 32168	E-MAIL ADDRESS: <input type="text"/> bcourtenay@rivins.com	
	PRODUCER CUSTOMER ID #:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :U.S. Specialty Insurance Company	29599	
INSURER B :Great American Insurance Company	16691	
INSURER C :Safe Harbor Insurance Company	12563	
INSURER D :Starnet Insurance Company	40045	
INSURER E :American Equity Insurance Company	43117	
INSURER F :Progressive Paloverde Insurance Company	44695	

## COVERS

CERTIFICATE NUMBER: RZYCA9QK

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	HULL AND MACHINERY		X	OMH 429-81-53-04	10/31/2024	10/31/2025	X	PER SCHEDULE ON FILE
	COLLISION LIABILITY							INSURED VALUE \$
	TOWERS LIABILITY							COLLISION (Ea occurrence) \$
								TOWERS (Ea occurrence) \$
								\$
B	PROTECTION AND INDEMNITY		X	OMH 429-81-53-04	10/31/2024	10/31/2025	X	PER CLUB RULES
	CREW LIABILITY <input type="checkbox"/> JONES ACT						X	EA OCCURRENCE PER VESSEL, CSL \$ 1,000,000
	COLLISION LIABILITY							COLLISION (Ea occ), CSL \$
	TOWERS LIABILITY							TOWERS (Ea occ), CSL \$
	REMOVAL OF WRECK							REMOVAL OF WRECK (Ea occurrence) \$
	IN REM							\$
C	POLLUTION LIABILITY		X	V-16808-24	10/31/2024	10/31/2025	EA OCCURRENCE	\$ 5,000,000
	OPA 90							\$
	CERCLA							\$
	NON-OPA / NON-CERCLA							\$
								\$
								\$
D	MARITIME EMPLOYERS LIABILITY		N/A	BOUM-A-24-4969	10/31/2024	10/31/2025	ANY ONE PERSON	\$
	ALTERNATE EMPLOYER						ANY ONE ACCIDENT	\$ 1,000,000
	INCLUDES <input type="checkbox"/> CREW <input type="checkbox"/> EMPS							\$
	JONES ACT							\$
	DEATH ON THE HIGH SEAS							\$
	IN REM ENDORSEMENT							\$
B	Contractors Equipment		X	OMH 429-81-53-04	10/31/2024	10/31/2025	Rented & Leased	\$ 100,000
							Deductible	\$ 1,000
								\$

## CERTIFICATE HOLDER

## CANCELLATION

Sarasota National CDD 9220 Bonita Beach Rd Suite 214 Bonita Springs, FL 34135	SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## COVERAGES

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
B	COMMERCIAL GENERAL LIABILITY		X	OML 429-78-51 11	10/31/2024	10/31/2025	EACH OCCURRENCE	\$ 1,000,000		
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000		
	X MARINE GENERAL LIABILITY						MED EXP (Any one person)	\$ 5,000		
							PERSONAL & ADV INJURY	\$ 1,000,000		
	CLAIMS-MADE						GENERAL AGGREGATE	\$ 2,000,000		
	X OCCUR						PRODUCTS-COMP / OP AGG	\$ 1,000,000		
								\$		
								\$		
GEN'L AGGREGATE LIMIT APPLIES PER:										
POLICY	<input type="checkbox"/> PRO- JECT	<input type="checkbox"/> LOC								
OTHER:										
F	AUTOMOBILE LIABILITY		X	987596933	10/02/2024	10/02/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
							BODILY INJURY (Per person)	\$		
	ANY AUTO						SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$	
	ALL OWNED AUTOS						X NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	\$	
X HIRED AUTOS										
E	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Y/N	N/A	X	0495242Y	06/20/2025	06/20/2026	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	
								E.L. (Each accident)	\$ 1,000,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. DISEASE (Ea employee)	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	X ALTERNATE EMPLOYER									\$
										\$
	USL&H ENDORSEMENT									\$
	MARITIME EMPLOYERS LIABILITY									\$
OCSL ACT			\$							
E	U.S. LONGSHORE & HARBOR WORKERS COMPENSATION ACT		N/A	X	ALMA01251-12	06/20/2025	06/20/2026	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	
								E.L. (Each accident)	\$ 1,000,000	
	ALTERNATE EMPLOYER							E.L. DISEASE (Ea employee)	\$ 1,000,000	
	MARITIME EMPLOYERS LIABILITY							E.L. DISEASE - ANN AGG	\$ 1,000,000	
	X OCSL ACT									\$
	AIRCRAFT LIABILITY							EACH OCCURRENCE	\$	
								AGGREGATE	\$	
	OWNED AIRCRAFT								\$	
	NON-OWNED AIRCRAFT								\$	
	PASSENGER LIABILITY								\$	
A	UMBRELLA / EXCESS LIAB / BUMBERSHOOT		X	X	CXS12691.104	10/31/2024	10/31/2025	EACH OCCURRENCE	\$ 5,000,000	
								AGGREGATE	\$ 5,000,000	
	UMBRELLA							<input checked="" type="checkbox"/> BUMBERSHOOT		\$
										\$
	EXCESS									\$
	CLAIMS MADE							<input checked="" type="checkbox"/> OCCUR		\$
DED	<input type="checkbox"/>	RETENTION \$								
	ENERGY							CSL, ANY ONE OCCURRENCE (100% interest)	\$	
	CONTROL OF WELL / OPERATORS EXTRA EXPENSE									
	<input type="checkbox"/> CARE, CUSTODY AND CONTROL (CCC)							ANY ONE OCCURRENCE (100% interest)	\$	
	OFFSHORE OIL AND GAS PROPERTY									
								VALUES AS SCHEDULED	\$	
	PLATFORMS									
								VALUES AS SCHEDULED	\$	
	PIPELINES									
									\$	
									\$	
	ONSHORE OIL AND GAS PROPERTY									
	OIL & GAS PROPERTY							VALUES AS SCHEDULED	\$	
	CONTRACTORS EQUIPMENT							VALUES AS SCHEDULED	\$	
	NAMED WINDSTORM									
CCC <input type="checkbox"/> OFF-SHORE <input type="checkbox"/> ON-SHORE	AGGREGATE	\$								

VESSEL(S):  AS PER ATTACHED SCHEDULE  AS DETAILED IN THE DESCRIPTION OF OPERATIONS

DESCRIPTION OF OPERATIONS / LOCATIONS (ACORD 101, Additional Remarks Schedule, may be attached, if more space is required)

Excess Bumbershoot Liability: Limit: \$5,000,000 Excess of \$5,000,000 Bumbershoot Excess of Underlying. Security: Endurance Assurance Corporation 50% Policy No. OMX10015160003; Ascot Insurance Company 50% Policy No. MAXS2410002849-03 Term: 06/20/2024-10/31/2025

## Hull &amp; Machinery:

Hull &amp; Machinery form (Taylor Form SP-39C) is endorsed to include Blanket Additional Insured and Waiver of Subrogation, where required by written contract, pursuant and subject to the policy's terms, conditions, and exclusions.

## Protection &amp; Indemnity:

Protection &amp; Indemnity form (AIMU P&amp;I Clauses) is endorsed to include Removal of Wreck, Collision Liability, In Rem, Blanket Additional Insured and Waiver of Subrogation, where (continued next page)



## ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

PRODUCER Riverlands Insurance Services, Inc.	INSURED EMC Divers, Inc.; EMC Services, Inc.	
POLICY NUMBER		
CARRIER	NAIC CODE	ISSUE DATE: 10/27/2025

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

(continued from previous page)

required by written contract, pursuant and subject to the policy's terms, conditions, and exclusions.

#### Vessel Pollution:

Vessel Pollution Form is endorsed to include OPA / CERCLA and Blanket Additional Insured and Waiver of Subrogation, where required by written contract, pursuant and subject to the policy's terms, conditions, and exclusions.

#### Marine General Liability:

Marine General Liability form (GAI2193 03/20) is endorsed to include Blanket Primary and Non-Contributory wording, In Rem, Ship Repairers Legal Liability, Traveling Workman, Wharfingers Liability, Explosion and Collapse, Blanket Additional Insured and Waiver of Subrogation, where required by written contract, pursuant and subject to the policy's terms, conditions, and exclusions.

#### Maritime Employers Liability:

Maritime Employers Liability form (LSW675 A 04/09) is endorsed to include In Rem, Alternate Employer, Death on the High Seas, and Waiver of Subrogation, where required by written contract, pursuant and subject to the policy's terms, conditions, and exclusions.

#### Bumbershoot Liability:

Bumbershoot Liability form (XL-BSTFRM 01/04) is endorsed to include Blanket Additional Insured and Waiver of Subrogation, where required by written contract, pursuant and subject to the policy's terms, conditions, and exclusions. Schedule of Underlying to include: Protection & Indemnity, Auto Liability, Marine General Liability, Maritime Employers Liability, Employers Liability and Vessel Pollution.

Security: 50% Lead - U.S. Specialty Insurance Co.

25% - Endurance Assurance Co.

25% Markel American Insurance Co.

Excess Bumbershoot Liability: Excess Bumbershoot Liability form (AIMU Following Form Excess Marine Liability Clauses) is endorsed to include Blanket Additional Insured and Waiver of Subrogation, where required by written contract, pursuant and subject to the policy's terms, conditions, and exclusions. Schedule of Underlying to include: Protection & Indemnity, Auto Liability, Marine General Liability, Maritime Employers Liability, Employers Liability, Vessel Pollution and Bumbershoot.

The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date.

This Certificate Is Issued As A Matter Of Information Only And Confers No Rights Upon The Certificate Holder. This Certificate Does Not Amend, Extend Or Alter The Coverage Afforded By The Policies Described Herein.

**Request for Taxpayer****Identification Number and Certification**Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.Give form to the  
requester. Do not  
send to the IRS.**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
<b>EMC DIVERS, INC</b>	
2 Business name/disregarded entity name, if different from above.	
<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor   <input type="checkbox"/> C corporation   <input checked="" type="checkbox"/> S corporation   <input type="checkbox"/> Partnership   <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	
<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____</p>	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	<input type="checkbox"/> Exempt payee code (if any) _____
	<input type="checkbox"/> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
<i>(Applies to accounts maintained outside the United States.)</i>	
5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
<b>1248 TURNBULL BAY RD</b>	
6 City, state, and ZIP code	
<b>NEW SMYRNA BEACH, FL 32168</b>	
7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
<input type="text"/>	<input type="text"/>	- <input type="text"/>	- <input type="text"/>	<input type="text"/>	<input type="text"/>				
or									
Employer identification number									
2	0	-	5	3	4	3	2	6	5

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person		Date	<b>11/3/2025</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**SARASOTA NATIONAL  
COMMUNITY DEVELOPMENT DISTRICT**

**7**

**Brendha Silva**

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**From:** Cleo Adams  
**Sent:** Monday, February 9, 2026 8:34 AM  
**To:** Daphne Gillyard; Gianna Denofrio  
**Cc:** Ruta Viola; shane willis  
**Subject:** FW: CDD Meeting Questions - Sarasota National Agenda Item

Good Morning,  
Please include the below in the February agenda package, and thanks!

SW Florida Strong –

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

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

---

**From:** Sally Krause <sallysngolfreno@gmail.com>  
**Sent:** Sunday, February 8, 2026 3:08 PM  
**To:** Cleo Adams <crismondc@whhassociates.com>; GERRY Bergmoser <gbergmoser@comcast.net>  
**Cc:** Robert Marinello <VicePresMarinello@sarasotanationalgolf.com>; Elaine Kaye <presidentkaye@sarasotanationalgolf.com>; Darrell Wilde <darrell.wilde@troon.com>  
**Subject:** CDD Meeting Questions

There were a couple of questions that I needed to reply to from the meeting last month. I wanted to provide these before the meeting on 2/17.

**1) Why didn't we choose vinyl as the material to replace the bulkheads?**

First the bulkheads were put to a Golf Village community vote over 18 months ago regarding full removal or replacement. The vote was overwhelming to replace "in kind". As both bulkheads are very visual, one from the main community thoroughfare and the other from the clubhouse campus, aesthetics are a significant consideration. Although vinyl does offer a longer life span, it does not offer the most beautiful appearance. (see below).



Second, the cost of vinyl replacement is 5-7X higher in material cost and the construction required to utilize. In another 25 years, the community will have an opportunity to vote again on their desired appearance moving forward.

**2) How will the contractor manage the soil inside the bulkhead during removal to ensure dirt does not slide into the water?**

To ensure soil does not slide into the water during removal, the contractor will:

- Excavate the soil behind the bulkhead to remove excess weight
- Create a gradual slope to prevent soil migration or washout
- Replace the soil once the new bulkhead is installed

Demolition of the bulkhead is scheduled to begin 3/23.

I want to address a concern raised by a resident who attended the last meeting. After adjournment, Board discussion regarding me personally was overheard, which the resident found inappropriate. I strive to work collaboratively and transparently, I want to provide accurate information which often requires I consult with our engineers and contractors. The expectation is for Board members to act professionally and respectfully toward all residents, inclusive of me, when attending or participating in meetings.

Thank you,  
Sally Krause

**SARASOTA NATIONAL  
COMMUNITY DEVELOPMENT DISTRICT**

**8**

## Brendha Silva

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**From:** Cleo Adams  
**Sent:** Wednesday, January 14, 2026 11:17 AM  
**To:** Richard Smith; Daphne Gillyard; Gianna Denofrio  
**Cc:** Amanda Espinoza; shane willis; Madison Tappa  
**Subject:** RE: Future CDD Meetings - Sarasota National February Agenda Item

Daphne,  
Please include the below email for Board's discussion in February.

SW Florida Strong –

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

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

-----Original Message-----

From: Richard Smith <smithrichard113045@gmail.com>  
Sent: Wednesday, January 14, 2026 9:33 AM  
To: Cleo Adams <crismondc@whhassociates.com>  
Subject: Future CDD Meetings

Cleo,

First of all, after perusing my social calendar, there will be no conflict in my attending our next rescheduled SNCDD meeting on 2/17/26 at the Palm Club at 1:00 PM.

At this meeting, I am requesting, time be allowed to examine and discuss our yearly SNCDD calendar of scheduled meetings. With a gap of 3 months between some meeting times, compounded with golf course refurbishments and potential cdd concerns, there could be crucial communication gap.

Also, and most importantly, I would like to add to the February agenda, the ability of the cdd having any oversight "privileges" during the golf course renovation? To be perfectly honest, I came away from the meeting with Ms Krause, having more questions than answers. Will this be the scenario, starting in early March going forward ? I have no answers, hopefully the board will provide meaningful guidance. Thanks.

Dick

Sent from my iPad

**SARASOTA NATIONAL  
COMMUNITY DEVELOPMENT DISTRICT**

**9**

Alligators less than 4 feet in length are not large enough to be dangerous to people or pets, unless handled. You should never handle an alligator, even a small one, because alligator bites can result in serious infection and it's illegal. If there's an alligator under 4 feet in your swimming pool, on your porch or in a similar situation, call the Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).

#### **Why does the FWC not relocate nuisance alligators in Florida?**

Florida has a healthy and stable alligator population. We have about 1.3 million alligators in Florida. Alligators live in all 67 counties, and they inhabit all wild areas of Florida that can support them. The removal of nuisance alligators does not have a significant impact on our state's alligator population.

Relocated alligators often try to return to their capture site. They can create problems for people or other alligators along the way. If an alligator successfully returns, capturing it again would be necessary and likely more difficult the second time.

To avoid creating a problem at the release site, nuisance alligators would need to be relocated to remote areas where they would not encounter people. These remote areas already have healthy alligator populations, and the ones that already live there have established social structures. The introduction of a new alligator to these areas would likely cause fighting, possibly resulting in the death of a resident alligator or the introduced alligator.

Read [A Guide to Living with Alligators \(brochure\)](#)

- [How do I apply to be a nuisance alligator trapper?](#)
- [Human-Alligator Incident Fact Sheet](#)
- [Alligator Bite Statistics](#)
- [Nuisance Alligator Harvest Summary](#)
- [Living With Alligators and Crocodiles](#)
- [Consejos de seguridad para personas y mascotas](#)
- [Problem Crocodiles](#)

Create awareness of the possible presence of alligators in ponds and canals with these signs.

- [Don't Feed Alligators!](#)
- [Be Alert!](#)

**Florida Fish and Wildlife Conservation Commission**  
**Nuisance Alligator Harvest Permit**  
**(68A-25.003, F.A.C.)**

**Date/Time:** 1/19/2026, 12:11 PM      **County:** Sarasota      **Permit Number:** IN-0000815154

**Complainant:** Jeff Landers      **Home Phone #:**

**Address:** 24088 Canterwood Way  
Venice, FL, 34293      **Cell #:**

**Gate Code:**      **Work #:**

**Email:**      **Other #:**

**Community/Subdivision:** SARASOTA  
NATIONAL      **Note:**

**Area Type:** CAT 1A

**Body of Water:**      **Water Source:** Lake

**Water Ownership:** Private      **Property Ownership:** OTHER

**Date Last Seen:** 01/19/2026      **Access Granted:** Yes

**Estimated Size:** 7 - 10 feet      **Authorizes Removal:** Yes

**Threat to people?:** Yes      **Complaint Affiliation:** Managing Authority

**Threat to pets or property?:** Yes      **Managing Authority:**

**Been fed?:** Unknown      **Phone:**

**Instructions / Details:** alligators are in lake on side of home across the street of National Blvd. Call comp for exact location

**Received By:** Raeann O'Neal

---

**Valid Permit:** Yes      **Date Issued:** 01/19/2026      **Permit Expires:** 03/05/2026

This permit authorizes Nuisance Alligator Trapper: Ed Vitale to take 2 Alligator(s) at 7 - 10 feet in length as outlined by 68A-25.003, Florida Administrative Code.

**Permit Conditions:**

**Additional Conditions:**

**Approving Signature:** Matthew Nichols

**Removal of all equipment is required upon closure or expiration of permit**

**SARASOTA NATIONAL  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

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

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

	Major Funds		
	General	Debt Service Series 2020	Total Governmental Funds
<b>ASSETS</b>			
Cash - SunTrust	\$1,710,732	\$ -	\$ 1,710,732
BankUnited - MMA	30,000	- -	30,000
BankUnited - ICS	292,697	- -	292,697
Investments			
Revenue series 2020	- -	582,304	582,304
Reserve series 2020	- -	100,000	100,000
Due from general fund	- -	1,278,091	1,278,091
Total assets	<u>\$ 2,033,429</u>	<u>\$ 1,960,395</u>	<u>\$ 3,993,824</u>
<b>LIABILITIES &amp; FUND BALANCES</b>			
<b>Liabilities:</b>			
Accounts payable	\$ 46,322	\$ -	\$ 46,322
Due to debt service	1,278,091	- -	1,278,091
Taxes payable	306	- -	306
Total liabilities	<u>1,324,719</u>	<u>- -</u>	<u>1,324,719</u>
<b>Fund balances:</b>			
Restricted for:			
Debt service	- -	1,960,395	1,960,395
Unassigned	708,710	- -	708,710
Total fund balances	<u>708,710</u>	<u>1,960,395</u>	<u>2,669,105</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 2,033,429</u>	<u>\$ 1,960,395</u>	<u>\$ 3,993,824</u>

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

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy - on roll	\$ 310,525	\$ 428,370	\$ 489,095	88%
Interest	829	2,974	-	N/A
<b>Total revenues</b>	<b>311,354</b>	<b>431,344</b>	<b>489,095</b>	<b>88%</b>
<b>EXPENDITURES</b>				
<b>Administrative:</b>				
Management	3,297	9,893	39,571	25%
Supervisors	-	2,153	6,300	34%
Audit	-	-	7,600	0%
Assessment roll preparation	542	1,625	6,500	25%
Arbitrage rebate calculation	-	750	1,750	43%
Dissemination agent	167	500	2,000	25%
Trustee	-	-	11,000	0%
Legal	1,395	3,258	10,000	33%
Engineering	-	5,766	10,000	58%
Postage	-	-	500	0%
Telephone	42	125	500	25%
Insurance	-	13,185	12,700	104%
Printing & reproduction	83	250	1,000	25%
Legal advertising	-	-	1,200	0%
Other current charges	141	371	1,500	25%
Annual district filing fee	-	175	175	100%
ADA website compliance	-	150	210	71%
Website	-	700	705	99%
Property tax bills	-	-	100	0%
<b>Total administrative</b>	<b>5,667</b>	<b>38,901</b>	<b>113,311</b>	<b>34%</b>
<b>Water management:</b>				
Other contractual services	33,325	63,454	312,500	20%
Lake bank erosion repair	-	-	80,000	0%
<b>Total water management</b>	<b>33,325</b>	<b>63,454</b>	<b>392,500</b>	<b>16%</b>
<b>Other fees and charges</b>				
Tax collector	4,658	6,426	7,642	84%
Property appraiser	-	-	7,642	0%
<b>Total other fees and charges</b>	<b>4,658</b>	<b>6,426</b>	<b>15,284</b>	<b>42%</b>
<b>Total expenditures</b>	<b>43,650</b>	<b>108,781</b>	<b>521,095</b>	<b>21%</b>
Excess/(deficiency) of revenues over/(under) expenditures	267,704	322,563	(32,000)	
Net change in fund balances	267,704	322,563	(32,000)	
Fund balance - beginning	441,006	386,147	428,378	
<b>Fund balance - ending</b>	<b>\$ 708,710</b>	<b>\$ 708,710</b>	<b>\$ 396,378</b>	

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

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy - on roll	\$ 940,582	\$ 1,297,536	\$ 1,481,281	88%
Interest	2,022	8,083	-	N/A
Total revenues	<u>942,604</u>	<u>1,305,619</u>	<u>1,481,281</u>	88%
<b>EXPENDITURES</b>				
Principal	-	-	855,000	0%
Interest	-	294,450	588,900	50%
Total debt service	<u>-</u>	<u>294,450</u>	<u>1,443,900</u>	20%
<b>Other fees and charges</b>				
Tax collector	14,109	19,464	23,145	84%
Property appraiser	-	-	23,145	0%
Total other fees and charges	<u>14,109</u>	<u>19,464</u>	<u>46,290</u>	42%
Total expenditures	<u>14,109</u>	<u>313,914</u>	<u>1,490,190</u>	21%
Net change in fund balances	928,495	991,705	(8,909)	
Fund balance - beginning	1,031,900	968,690	890,988	
Fund balance - ending	<u>\$ 1,960,395</u>	<u>\$ 1,960,395</u>	<u>\$ 882,079</u>	

## **Sarasota National CDD**

### **Financial Highlights Report**

**As of 12/31/25**

### **General Fund**

#### **Revenues**

Special Assessment On-roll: At 88% 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 December at 21%, and is 5% under straight proration of 25% YTD)

Supervisors: At 34% and represents Board meetings plus taxes. The Board has scheduled seven meetings per year, although not always held.

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

Assessment Roll Preparation: At 25% 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 25% 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 33% YTD - Legal expenses will fluctuate year by year based on activity.

Engineering Fees: At 58% - Engineering expenses will fluctuate year by year based on activity.

Insurance: At 104% 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 25% are Bank charges and other miscellaneous expenses incurred during the year.

Water Management/Other Contractual Services: At 20% and is 5% under straight proration. Year to date includes monthly Lake Maintenance by Premier Lakes as well as Eco-Logic November & December wetland maintenance.

#### **Other Fees and Charges:**

Tax Collector: At 84% - These fees are 1.5% of the assessment levied.

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

**Debt Service Fund**

**2020 Series Bond**

**Expenditures**

Principal: At 0% and is paid May 1<sup>st</sup> of each year.

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

**SARASOTA NATIONAL  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

DRAFT

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

The Board of Supervisors of the Sarasota National Community Development District  
Regular Meeting on January 13, 2026 at 1:00 p.m., in person at the Sarasota National  
House, 25500 National Boulevard, Venice, Florida 34293.

## Present:

Gerald Bergmoser	Chair
Cary Leuschner	Vice Chair
John Istwan	Assistant Secretary
Douglas Kasl	Assistant Secretary
Dick Smith	Assistant Secretary

### Also present:

Chuck Adams	District Manager
Cleo Adams	District Manager
Shane Willis	Operations Manager
Lindsay Whelan (via telephone)	District Counsel
Chris Beers	District Engineer
Jessica Spence	Eco-Logic Services
Matt Nabor	Eco-Logic Services
Bill Kurth	Premier Lakes, Inc. (Premier)
Sally Krause	Golf Renovation Committee
Bryan O'Connor	Golf Renovation Committee
Jerrilyn Schulze	Resident
Other residents	

## **FIRST ORDER OF BUSINESS**

## Call to Order/Roll Call

Mr. Bergmoser called the meeting to order at 1:00 p.m. All Supervisors were present.

## SECOND ORDER OF BUSINESS

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

36 Resident Jerrilyn Schulze asked if watering the dead-looking littorals near her home will  
37 restore them when erosion repairs on Hole #7 will commence. She asked for the contractor's  
38 contact information to request an estimate for piping work and asked if the CDD re-hired  
39 Ecologic. She noted that Ecologic trucks and technicians do not have their logo/branding.

40 Mr. Willis stated the littorals can be watered. The erosion repair project starting on  
41 January 19, 2026 will be on Sarasota National Boulevard, not on the golf course. He will introduce  
42 Ms. Schulze to the contractor via email. Regarding Ecologic, Mrs. Adams stated the CDD still

43 contracts with them but plans to undergo the sealed bid process to replace two contractors;  
44 Ecologic is one of them. Mr. Willis stated Ecologic was asked to comply with the branding but it  
45 was not part of their contract; branding and the requirement for crews to wear uniforms will be  
46 part of the requirements for future work. Mr. Smith thinks there is a communication problem  
47 with Ecologic. Regarding branding, he photographed Ecologic technicians wearing vests with the  
48 Ecologic logo; however, their trucks and kubotas still need to be branded. Mr. Willis stated he  
49 recommended the vests to Ecologic. He will talk to him about branding the trucks as well.

50

**THIRD ORDER OF BUSINESS****Update: Premier Lakes, Inc. (Bill Kurth)**

51 Mr. Kurth distributed the Quarterly Lake Report and noted that, on a recent lakes tour he  
52 found the weed control efforts on the lake banks and around the littorals to be exceptional. There  
53 is minimal torpedo grass. The technician is on site two days per week and is doing an excellent  
54 job. Tiny patches of marine naiad spread to 20 or 25 lakes but it is getting ready to go dry. Unless  
55 it becomes unsightly, the plan is to wait a few weeks and wipe them out from the lake banks.  
56 There is minimal algae in the lakes.

57 Mrs. Adams and Mr. Kurth responded to questions regarding whether the storm drains  
58 will be discussed today and Premier's strategy for future plantings of littorals.

59 Mr. Smith noted that littorals are planted behind homes and there is an ongoing problem  
60 with homeowners who begrudge having littorals in their backyards. Several property owners  
61 complained about the littorals and some have even removed them. Mr. Kurth stated CDD Boards  
62 should have conversations with property owners before littorals are installed.

63 Mrs. Adams will ask Mr. Beers to conduct an erosion observation and report his findings  
64 and recommendations.

65

**FOURTH ORDER OF BUSINESS****Update: Berm Repair Project – South Side of  
Lake 45**

66 Mr. Willis stated Staff drafted a notification about the Lake 45 Berm Project to email to  
67 residents. The District Engineer's office helped formulate the scope of services, which was  
68 transmitted to Juniper. The original proposal included 8,000' of unnecessary dripline, which was  
69 removed and returned the proposal to a reasonable number, which was included in the contract.  
70 Juniper currently has the contract, and Juniper informed him that the contract will be executed  
71 and transmitted to Management later today. The berm work will be scheduled within the next  
72

77 couple of months and will be divided into three phases; Phase 1 will entail staking trees and  
78 irrigation repairs, including the dripline; Phase 2 is for berm repair; and Phase 3 is plantings.

79         Asked for an update on Lake 56, Mr. Willis stated the lake bank restoration project is  
80 located off Sarasota National Boulevard. Staff composed a resident notification and forwarded it  
81 to the HOA to e-blast to residents. Mr. Willis will send a follow-up email to the HOA with the work  
82 schedule for the January 19, 2026 start date.

83         Discussion ensued regarding which residents will be impacted by the lake bank  
84 restoration work, the scope of services, project timing and if all materials were delivered.

85

**86 FIFTH ORDER OF BUSINESS**

**Continued Discussion/Update: Golf Course  
Renovation Project (Sally Krause/Bryan  
O'Connor**

89         This item was presented following the Seventh Order of Business.

91

**92 SIXTH ORDER OF BUSINESS**

**Authorization to Request for Proposals for  
Wetlands Maintenance**

93         **A. Consideration of Resolution 2026-03, Approving Request for Proposal Documents for  
94           Wetland/Conservation Area Maintenance Services; Providing a Severability Clause; and  
95           Providing an Effective Date**

96         Ms. Whelan recalled previous discussions regarding solicit proposals. After the last  
97 meeting it was determined that it is highly likely the bids would come in above the statutory  
100 bidding threshold, which requires the advertising a Request for Proposals (RFP). The Resolution  
101 authorizes the RFP and approves the form of notice and the evaluation criteria.

102         Mrs. Adams questioned the need for a resolution approving the evaluation criteria. Ms.  
103 Whelan stated it is a standard process to have the Board authorize the evaluation criteria to  
104 protect the CDD in the event of a bid protest.

105         In response to Mr. Smith's question regarding an addendum for a mandatory pre-  
106 proposal on-site meeting and annual in-house meetings, Mr. Willis stated it would be part of the  
107 detailed specifications that go into the contract. Staff would clarify the detailed specifications  
108 related to on-site meetings, requirement for branded uniforms and trucks, a pre-bid meeting,  
109 and presenting the information to the Board. The Board would then use this guide to determine  
110 whether the respondents answered the questions in their bids. Mr. Kasl asked how Staff would

111 gauge a vendor's productivity. Mr. Willis stated Staff will include a requirement to include a  
112 report system to the Board with photo documentation of service treatments.

113 Mr. Leuschner proposed the following changes in the evaluation criteria:

114 #2 Experience: Change 25 to 20 points

115 #3 Understanding Scope of RFP: Change 15 to 20 points

116 **On MOTION by Mr. Bergmoser and seconded by Mr. Leuschner with all in favor,**  
117 **Resolution 2026-03, Approving Request for Proposal Documents for**  
118 **Wetland/Conservation Area Maintenance Services; Providing a Severability**  
119 **Clause; and Providing an Effective Date, as amended and in substantial form,**  
120 **was adopted.**

121

122

123 **SEVENTH ORDER OF BUSINESS**

**Discussion/Ratification of Southwest  
Florida Water Management District  
(SWFWMD) Letter of Authorization for  
Water Use Permit**

127

128 Discussion ensued regarding the SWFWMD Letter of Authorization for Water Use Permit,  
129 the Geologist who is currently working with the HOA on the well constructions and the number  
130 of wells that will be needed to provide adequate irrigation for the golf course and the community.

131

Resident Sally Krause voiced her belief that two to three wells will be needed.

132 **On MOTION by Mr. Bergmoser and seconded by Mr. Istwan with all in favor, the**  
133 **SWFWMD Letter of Authorization for Water Use Permit, allowing hydraulic**  
134 **testing for water wells, was ratified.**

135

136

137 ▪ **Continued Discussion/Update: Golf Course Renovation Project (Sally Krause/Bryan  
138 O'Connor**

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

140

Ms. Krause recalled that, at the previous meeting, the Board requested a tour of the  
141 property with Mr. Beers regarding the tree mitigation plan that the Golf Renovation Committee  
142 provided. Committee members toured with Mr. Beers and Mr. Leuschner and the consensus was  
143 that there were no issues with the plan. She hopes that this was sufficient.

144

Mr. Leuschner stated, as a homeowner, he has an issue with the cost of the trees, but, as  
145 a CDD Board Member, he understands what Ms. Krause and Greg explained and the care that the  
146 Committee will take in removing and replanting the trees.

147       Asked about the plans for a large live oak tree on the lake side near Hole #14, Ms. Krause  
148   stated the plan is to keep the tree. She provided the demolition plan for the bulkhead. Asked  
149   about the green and yellow colors on the golf course map, Ms. Krause stated green indicates the  
150   tree will stay and yellow indicates removal.

151       Discussion ensued regarding the rationale for removing or relocating the trees, golfer  
152   safety, esthetics, Holes #2 and #15, tree costs, demolition phase, bulkhead replacement and  
153   removal of existing retaining wall and two lakes.

154       Ms. Krause will send Mrs. Adams additional details regarding the demolition/removal  
155   phase of the renovation project.

156

157 **EIGHTH ORDER OF BUSINESS**

158       **Discussion/Consideration/Ratification:  
159   Performance Measures/Standards &  
160   Annual Reporting Form the Terms of Office;  
161   Authorizing Notice of the Qualifying Period;  
162   and Providing for Severability and an  
163   Effective Date**

164 **A. October 1, 2024 - September 30, 2025 [Posted]**

165       Mrs. Adams noted that the 2025 Goals and Objectives Reporting was completed.

166       **On MOTION by Mr. Leuschner and seconded by Mr. Istwan, with all in favor, the  
167   2025 Goals and Objectives Reporting, was ratified.**

168 **B. October 1, 2025 - September 30, 2026**

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

172 **NINTH ORDER OF BUSINESS**

173       **Consideration of Resolution 2026-04,  
174   Relating to the Amendment of the Budget  
175   for the Fiscal Year Beginning October 1,  
176   2024 and Ending September 30, 2025; and  
177   Providing for an Effective Date**

178       Mrs. Adams presented Resolution 2026-04. This will help avoid a finding in the audit.

179       **On MOTION by Mr. Bergmoser and seconded by Mr. Istwan with all in favor,  
180   Resolution 2026-04, Relating to the Amendment of the Budget for the Fiscal Year  
181   Beginning October 1, 2024 and Ending September 30, 2025; and Providing for an  
182   Effective Date, was adopted.**

187

188 **TENTH ORDER OF BUSINESS**

189

190

191 **▪ Financial Highlights Report**

192 The financials were accepted.

193

194 **ELEVENTH ORDER OF BUSINESS**

195

196

197 The following changes were made:

198 Line 118: Insert "Hoard" after "Ron"

199 Line 132: Insert "with little to no sound mitigation effect" after "I-75"

200 Line 134: Change "sound" to "noise"

201 Line 135: Change "decibels; however" to "decibels, barely detectable by human ears.

202 However"

203 Line 167: Change "deep-watering" to "dewatering"

204 Line 175: Change "CDD's" to "Lennar's Development"

205 **On MOTION by Mr. Bergmoser and seconded by Mr. Istwan, with all in favor,**  
206 **the November 10, 2025 Regular Meeting Minutes, as amended, were approved.**

207

208

209 **TWELFTH ORDER OF BUSINESS****Action/Agenda Items**

210

211 Mrs. Adams stated this list was developed to monitor several ongoing projects.

212

213 **THIRTEENTH ORDER OF BUSINESS****Discussion/Consideration of February  
Meeting Location or Date Change to  
Tuesday, February 17, 2026**

214

215

216

217 **On MOTION by Mr. Bergmoser and seconded by Mr. Kasl, with all in favor,**  
218 **changing the February Meeting Date to February 17, 2026, was approved.**

219

220

221 **FOURTEENTH ORDER OF BUSINESS****Staff Reports**

222

223 **A. District Counsel: Kutak Rock LLP**224 **▪ Fork Creek**225 **This was an addition to the agenda.**

226 Ms. Whelan noted a creek in one conservation area that flows on site and then off site  
227 and a plan to take water from the Manasota Beach Road Extension for stormwater runoff. Staff  
228 recently learned that the canal has obstructions preventing the free flow of water. The concern  
229 is that there will be stormwater drainage issues when construction commences on Manasota  
230 Beach Road. The adjacent owner offered to clean out the drainage ditch once to get it in working  
231 order and ensure it operates sufficiently and asked the CDD to continue canal maintenance.

232 Ms. Whelan discussed whether the CDD can provide an easement to the County for  
233 maintenance, who alerted District Counsel of this, the identity of the adjacent landowner, why  
234 wetland waterflow mitigation is not the responsibility of the entity constructing the creek,  
235 whether to approve the cleanup request and debris removal.

236 **On MOTION by Mr. Bergmoser and seconded by Mr. Kasl, with all in favor,  
237 authorizing the adjacent landowner to enter CDD property to clean up the creek,  
238 and authorizing Ms. Whelan to enter into a license agreement with the adjacent  
239 Landowner/Developer, was approved.**

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

242 There was no report.

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

244 • **NEXT MEETING DATE: February \_\_\_, 2026 at 1:00 PM**

245 The next meeting will be held on February 17, 2026 at 1:00 p.m.

246 ○ **QUORUM CHECK**

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

248 The Field Operations Report was included for informational purposes.

249 • **Lake 56 Bank Restoration Timeline & Communication Plan**

250 This item was addressed during the Fourth Order of Business.

251

252 **FIFTEENTH ORDER OF BUSINESS**

**Supervisors' Requests**

253 There were no Supervisor requests.

255

256 **SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

258 **On MOTION by Mr. Kasl and seconded by Mr. Bergmoser, with all in favor, the  
259 meeting adjourned at 2:15 p.m.**

260  
261  
262  
263  
264

---

Secretary/Assistant Secretary

---

Chair/Vice Chair

**SARASOTA NATIONAL  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

**SARASOTA NATIONAL  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

**C**

<b>SARASOTA NATIONAL COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<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
January 13, 2026	Regular Meeting	1:00 PM
February 10, 2026 <i>rescheduled to February 17, 2026</i>	Regular Meeting	1:00 PM
February 17, 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: February 17, 2026  
SUBJECT: Status Report – Field Operations

---

### **Miscellaneous:**

- Wetlands/Conservation Services are being placed under a sealed bid due to their expected totals exceeding \$195,000.00. Sealed bid key dates:

DATE	EVENT
February 11, 2026	RFP Notice is issued
February 11, 2026	RFP package available for download
March 4, 2026 at 12:00 p.m.	Mandatory pre-proposal meeting
March 25, 2026 at 5:00 p.m.	Deadline for questions
April 1, 2026 at 9:00 a.m.	Proposals submittal deadline and Bid Opening
April 14, 2026 at 1:00 p.m.	Board Meeting to Evaluate Proposals & Award Contract

- Lake 56 lake bank restoration:
  - ✓ October 14, 2025: LBR Project awarded to EMC Divers, project start date will be announced at the next meeting.
  - ✓ Contract Agreement Executed 10/24/25, work to begin 1/19/26.
  - ✓ Resident notification email sent to HOA 1/5/26.
  - ✓ Work began 1/19/26.
  - ✓ Project completed 1/29/26.
  - ✓ Certified by JEI/Apex completed 2/4/26.
- Spartina Berm Project: Revised proposals received 12/23/25.
  - ✓ Contract Agreement is being constructed, total cost \$10,620.01.
  - ✓ Contract pending signatures with Juniper 2/4/26.

**Service Providers:**

- **Eco-Logic Service Schedules: Service Schedule will be updated once sealed bid process is completed. Dates below are for 2025, new dates are expected to be similar.**

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 26 and September 26.