

### VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

### **MIAMI-DADE COUNTY**

REGULAR BOARD MEETING & PUBLIC HEARING MAY 23, 2023 7:00 p.m.

> Special District Services, Inc. 8785 SW 165 Avenue, Suite 200 Miami, FL 33193

www.venetianislescdd.org

786.347.2700 ext. 2027 Telephone 877.SDS.4922 Toll Free 561.630.4923 Facsimile

#### AGENDA VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

#### Venetian Isles Community Clubhouse 15355 Egret Lake Circle Miami, Florida 33185 REGULAR BOARD MEETING & PUBLIC HEARING May 23, 2023 7:00 p.m.

A.	Call to Order
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D.	Additions or Deletions to Agenda
E.	Comments from the Public for Items Not on the Agenda
F.	Approval of Minutes
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G.	Public Hearing
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J.	Administrative & Operational Matters
	1. Statement of Financial Interest 2022 Form 1 – Filing Deadline: July 1, 2023
K.	Board Member and Staff Closing Comments
L.	Adjourn

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Published in Miami Daily Business Review on May 3, 2023

#### Location

Miami-Dade County, Florida

#### **Notice Text**

NOTICE OF PUBLIC HEARING AND REGULAR BOARD MEETING OF THE VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Venetian Isles Community Development District (the "District") will hold a Public Hearing and a Regular Board Meeting on May 23, 2023, at 7:00 p.m., or as soon thereafter as can be heard, in the Venetian Isles Community Clubhouse Meeting Room located at 15355 Egret Lake Circle, Miami, Florida 33185.

The purpose of the Public Hearing is to receive public comment on the District's Fiscal Year 2023/2024 Proposed Final Budget and Non-Ad Valorem Assessment Roll. A copy of the Proposed Final Budget and/or the Agenda may be obtained from the District's website or at the offices of the District Manager, 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193, during normal business hours. The purpose of the Regular Board Meeting is to consider any other District business which may lawfully and properly come before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or two Board members will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at 786-347-2700 ext. 2027 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based. Meetings may be cancelled from time to time without advertised notice. Venetian Isles Community Development District

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#### VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT REGULAR BOARD MEETING FEBRUARY 28, 2023

#### A. CALL TO ORDER

District Manager Nancy Nguyen called the February 28, 2023, Venetian Isles Community Development District (the "District") Regular Board Meeting to order at approximately 7:00 p.m. in the Venetian Isles Community Clubhouse located at 15355 Egret Lake Circle, Miami, Florida 33185.

#### **B. PROOF OF PUBLICATION**

Ms. Nguyen presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 17, 2022, as part of the District's Fiscal Year 2022/2023 Meeting Schedule, *as legally required*.

#### C. ESTABLISH A QUORUM

Ms. Nguyen determined that the attendance of Chairwoman Mary Ann Delgado, Vice Chairman José Medina (who arrived at 7:02 p.m.) and Supervisors Richard Borrazas, David Mattison and Dr. Juan Cespedes constituted a quorum and it was in order to proceed with the meeting.

Staff members in attendance were: District Manager Nancy Nguyen of Special District Services, Inc.; and District Counsel Michael Pawelczyk of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also in attendance were the following District residents: Manuel Lopez; Heidy Lopez; Lester Garcia; Eduardo Molieri; Ramona Echeverri; Ana Maria Gonzalez; Georgina Garcia; Esther Valledor; Jose Almenara; Lizardo Casteleiro; Carlos Vego; Carlos Martinez; Alfredo Franco; Peter Valledor; Lisandra Silvestre; Sonia Lauzurique; Nikos De Brito; Ilka Tejera Lopez; Magda Campoamor.

Ms. Nguyen stated that the purpose of this meeting is for the Board of Supervisors (the "Board") to discuss any items pertinent to the District. She further explained that each item on the agenda would be reviewed by the Board and following each discussion by the Board, members of the public would have the opportunity to address the Board. Each member of the public will be allotted a maximum of three (3) minutes to express their concerns. Ms. Nguyen conveyed the importance that all persons involved in discussions maintain a respectful and professional demeanor; therefore, interrupting or talking over one another will not be permitted.

### D. CONSIDER RESOLUTION NO. 2023-01 – DECLARING VACANCIES (SEATS #3 AND #4)

Ms. Nguyen presented Resolution No. 2023-01, entitled:

#### **RESOLUTION NO. 2023-01**

#### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT DECLARING VACANCIES ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Ms. Nguyen read the title into the record and advised that the 4-year terms of office for Seat #3 (currently held by David Mattison) and Seat #4 (currently held by Mary Ann Delgado) expired in November 2022. She further explained that no elector had qualified for Seat #3 or Seat #4 to be filled in the General Election. Pursuant to Section 190.006(3)(b), Florida Statutes, the District is required to declare the seats to be filled by the election to which no qualified elector has qualified as vacant and to appoint a qualified elector to fill each such vacancy within ninety (90) days of the second Tuesday (November 22, 2022) following the General Election. Until such appointment, the incumbent board member in such seat shall remain in office.

A **motion** was made by Mr. Medina, seconded by Mr. Mattison and unanimously passed declaring Seat #3 and Seat #4 as vacant effective November 22, 2022, and further authorizing incumbent Board Members in these seats to remain in office until the appointment of a qualified elector to such seats.

#### E. DISCUSSION REGARDING VACANCIES IN SEATS #3 AND #4 AND APPOINTMENT TO FILL VACANCIES

Ms. Nguyen stated that vacancies had been declared in Seats #3 and #4, effective as of the second Tuesday of November (November 22, 2022) following the November General Election (November 8, 2022). Pursuant to Section 190.006(3)(b), Florida Statutes, incumbents (holdover Board Members) will serve no longer than ninety (90) days or until appointments to the vacancies have been made. A discussion ensued after which:

A **motion** was made by Dr. Cespedes, seconded by Mr. Mattison and unanimously passed appointing Mary Ann Delgado to Seat #4.

Ms. Nguyen, Notary Public in the State of Florida, administered the Oath of Office to Ms. Mary Ann Delgado.

A **motion** was made by Ms. Delgado, seconded by Dr. Cespedes and unanimously passed appointing David Mattison to Seat #3.

Ms. Nguyen, Notary Public in the State of Florida, administered the Oath of Office to Mr. David Mattison.

### F. ADMINISTER OATH OF OFFICE AND REVIEW NEW BOARD MEMBER DUTIES & RESPONSIBILITIES

This item was discussed under Item E.

#### G. ELECTION OF OFFICERS

Ms. Nguyen stated that during a past meeting, the Board suggested that the election of officers be rotated after every election. Based on this assumption, Ms. Nguyen provided the following slate of names:

- Chairman: Jose Medina
- Vice Chairman: David Mattison
- Secretary/Treasurer: Nancy Nguyen
- Assistant Secretaries: Dr. Juan Cespedes, Richard Borrazas, Mary Ann Delgado, Armando Silva, and Gloria Perez

Mr. Medina made a **motion** accepting the slate of names presented by Ms. Nguyen. Several Board Members stated that they do not want to rotate the election of Officers. The **motion** failed for lack of a second.

Ms. Nguyen asked if there were any nominations for a Chairperson.

Mr. Medina **nominated** himself as Chairman. No one seconded the **motion** and the **motion failed**.

A **motion** was made by Mr. Borrazas, seconded by Dr. Cespedes nominating Mr. Mattison as Chairman. Upon being put to a vote, the **motion** passed 4 to 1 with Mr. Medina dissenting.

Ms. Nguyen asked if there were any nominations for a Vice Chairperson.

Mr. Medina **nominated** himself as Vice Chairman. No one seconded the **motion** and the **motion** failed.

A **motion** was made by Mr. Borrazas, seconded by Mr. Mattison nominating Ms. Delgado as Vice Chairwoman. Upon being put to a vote, the **motion** passed 4 to 1 with Mr. Medina dissenting.

Ms. Nguyen presented the following slate of names:

- Secretary/Treasurer: Nancy Nguyen
- Assistant Secretaries: Jose Medina, Richard Borrazas, Dr. Juan Cespedes, Armando Silva, and Gloria Perez

A **motion** was made by Mr. Borrazas, seconded by Mr. Mattison electing the Secretary, Treasurer, and Assistant Secretaries as listed above. Upon being put to a vote, the **motion** passed 4 to 1 with Mr. Medina dissenting.

#### H. ADDITIONS OR DELETIONS TO THE AGENDA

Ms. Nguyen stated that she would like to add the following item to the agenda at the request of Mr. Medina.

• New Business Item 4. Discussion Regarding Road Hazards (Security Golf Carts)

Ms. Nguyen stated that she would like to add the following item at the request of Mr. Mattison.

• New Business Item 5. Discussion Regarding Use of Podium for Comments from the Public.

#### I. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

Ms. Nguyen reminded everyone present that each member of the public would be allotted a maximum of three minutes to address any concerns to the Board and asked if there were any comments from members of the public.

Ms. Esther Valledor stated that she would like to discuss the pedestrian gates at the entrance to each subdivision. Ms. Valledor explained that during the evening hours, the pedestrian gates at the entrances to each subdivision were locked. Ms. Valledor stated that she was concerned with the safety of the residents and guests in the community, should there be an emergency. Ms. Valledor explained that if residents and guests needed to evacuate, they would not be able to evacuate by foot because the gates were locked. Ms. Nguyen explained that the gates were not under the purview of the District and this item should be addressed with the Venetian Isles Master Association Manager.

Mr. Vega explained that he would like to discuss the location of certain "Yield" signs, particularly the ones on SW 29<sup>th</sup> Street near the SW 157<sup>th</sup> Avenue entrance. Mr. Vega further explained that the "Yield" signs were on the left side and should be on the right side of the road. Ms. Nguyen stated that she would conduct an on-site visit to determine if the signs can be relocated.

### J. APPROVAL OF MINUTES1. October 25, 2022, Regular Board Meeting

Ms. Nguyen presented the minutes of the October 25, 2022, Regular Board Meeting and asked if there were any changes and/or corrections.

There being no comments or changes, a **motion** was made by Mr. Medina, seconded by Mr. Borrazas and passed unanimously approving the minutes of the October 25, 2022, Regular Board Meeting, *as presented*.

#### **K. OLD BUSINESS**

### 1. Update Regarding Monitoring of Refunding Series 2013 Bonds (MBS Capital Markets, LLC)

Ms. Nguyen presented a chart from MBS Capital Markets, LLC showing improving market interest rates (3.58% on 12/30/22). Ms. Nguyen explained that the market would need to continue to improve for the District to realize net present value savings. Ms. Nguyen stated that MBS Capital Markets, LLC would continue to monitor the market on the District's behalf.

Ms. Delgado requested that Ms. Nguyen confirm that the District was not in the process of refunding the Series 2013 Bonds and that MBS Capital Markets, LLC was just monitoring the market on the behalf of the District. Ms. Nguyen confirmed Ms. Delgado's statement and further explained that the Series 2013 Bonds mature on May 1, 2028, and will be callable at the option of the District on or after May 1, 2023. The purpose of engaging MBS Capital Markets, LLC to monitor the market is to be able to take advantage of favorable conditions, should they arise. Members of the public asked how much this was going to cost the District, and Ms. Nguyen informed them that the monitoring comes

at no cost to the District. Mr. Pawelczyk explained that the District was not obligated to refund the bonds even if the market favors it. More information on this item will be provided at future meetings.

#### 2. Update Regarding Lake Bank Erosion Engineer Investigation

Ms. Nguyen recommended that the District contact Landshore Enterprises, LLC (Landshore) to assist with the evaluation of lake bank erosion. Ms. Nguyen explained that Landshore was a reputable company and had worked alongside the District Engineer, Alvarez Engineers, in other communities to determine a plan of action for lake bank erosion. Ms. Nguyen explained that she would schedule a meeting with Landshore representatives and request a proposal for their recommended services. More information on this item will be provided at a future meeting.

#### 3. Discussion Regarding Additional Surveillance Cameras in the Sienna Subdivision

Ms. Nguyen reminded the Board of Mr. Antonio Delgado's attendance during the October 25, 2022, meeting. Ms. Nguyen explained that Mr. Delgado requested that the District seek alternative locations to install additional surveillance cameras in the Sienna subdivision. During the October 25, 2022, meeting, the Board reminded Mr. Delgado that the District conducted an inspection of possible surveillance camera installation locations and it was determined that the other locations would be too costly for the District because electricity was not easily accessible, in addition to the installation of a storm resistant pole and the system components. Mr. Delgado disagreed with the Board and requested that the District seek alternative locations. The Board directed Ms. Nguyen to meet with Mr. Delgado on-site to go over this item.

Ms. Nguyen reported that following the October 25, 2022, meeting, she scheduled an on-site meeting with Mr. Delgado and that during the meeting she provided Mr. Delgado with the documentation that was presented to the Board when this item was first brought up. Ms. Nguyen explained that the documentation presented to Mr. Delgado reflected that the District sought alternative locations and it was determined that the project would be too costly. Ms. Nguyen and Mr. Delgado mutually agreed that the costs would be presented to the Board at the next meeting.

At this time, Ms. Nguyen presented the Board with a map reflecting the alternative locations as well as a cost estimate schedule. The cost estimate for two poles, electrical feed to provide power for the cameras, four cameras, and the permitting for the installation would be approximately \$50,000. A discussion ensued, after which:

A **motion** was made by Mr. Medina, seconded by Mr. Borrazas and unanimously passed to table this item to a future meeting.

Mr. Medina stated that any items that have come before the Board in the past have been carefully deliberated with plans often requested from the District Engineer or other professionals to aid in determining necessity and/or feasibility.

#### L. NEW BUSINESS

#### 1. Consider Resolution No. 2023-02 – Adopting a Fiscal Year 2023/2024 Proposed Budget

Ms. Nguyen presented Resolution No. 2023-02, entitled:

#### **RESOLUTION NO. 2023-02**

#### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET AND NON-AD VALOREM SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; AND PROVIDING AN EFFECTIVE DATE.

Ms. Nguyen read the title of the resolution into the record and explained that the proposed 2023/2024 fiscal year budget would be balanced by designating a carryover of approximately \$19,000 from the projected fund balance as of September 30, 2023. Ms. Nguyen informed that Board that due to the anticipated lake bank project, she increased the Lake Tracts/Shoreline Restoration budget line as well as the Engineering budget line. Ms. Nguyen advised that since the overall proposed assessments were not increasing in the fiscal year 2023/2024, letters to the residents would not be required. Furthermore, Ms. Nguyen stated as part of Resolution No. 2023-02, the Board must set a date for the public hearing to adopt the fiscal year 2023/2024 final budget and assessment roll. A discussion ensued after which:

A **motion** was made by Mr. Borrazas, seconded by Dr. Cespedes and unanimously passed approving and adopting Resolution No. 2023-02, *as presented*, setting the public hearing to adopt the fiscal year 2023/2024 final budget and assessments for <u>May 23, 2023, at 7:00 p.m.</u> in the Venetian Isles Community Clubhouse Meeting Room located at 15355 Egret Lake Circle, Miami, Florida 33185; and further authorizes publication/notice of the budget public hearing, as required by law.

#### 2. Consider Engineering Updated Rates Request (Alvarez Engineers)

Ms. Nguyen presented a letter from Alvarez Engineers, the District Engineer, respectfully requesting the Board's consideration in updating the engineering hourly billing rates for engineering personnel. Ms. Nguyen informed the Board that the current billing rates had been in effect since 2007. Ms. Nguyen also confirmed that the District's budget includes sufficient funds for the budget line, and that the increase in billing rates would not affect the District's budget. As per Alvarez Engineers, the billing rates will be reviewed again after a period of five (5) years. A discussion ensued, after which:

A **motion** was made Mr. Medina, seconded by Mr. Borrazas and unanimously passed accepting the updated billing rates proposed by Alvarez Engineers, and further authorizing District Counsel to prepare an Amendment to the Engineering Agreement.

#### 3. Consider Adjustment to District Counsel Fee Structure

Ms. Nguyen presented a letter provided to her by Mr. Pawelczyk

Mr. Pawelczyk explained that District Counsel's firm, Billing, Cochran, Lyles, Mauro & Ramsey, P.A., has had the current fee structure in place since 2018. Mr. Pawelczyk further explained that although the firm was mindful of the necessity to keep increases in the District's expenses, including the cost of legal services, to a minimum, it has become necessary for the firm to adjust their hourly rates, effective April 1, 2023.

Ms. Nguyen confirmed that the District's budget includes sufficient funds for the legal budget line, and that the increase in billing rates will not affect the District's budget.

A **motion** was made Mr. Medina, seconded by Ms. Delgado and unanimously passed accepting the updated billing rates proposed by Billing, Cochran, Lyles, Mauro & Ramsey, P.A..

#### 4. ADD-ON: Discussion Regarding Road Hazards (Security Golf Cart)

Ms. Nguyen stated that this item was added to the agenda at the request of Mr. Medina. Mr. Medina expressed his concern with the security golf carts being operated in the evening hours without headlights or taillights. Ms. Nguyen explained that she has received several complaints from homeowners/residents regarding this matter and she has reported the complaints to the Venetian Isles Master Association Manager (the "Master Association"). Members of the public stated that they have witnessed the same thing and have at times stopped the security guard and asked them to turn on their lights. Ms. Nguyen stated that by law, a golf cart being operated in the evening hours must be operated using headlights and taillights. Ms. Nguyen stated that she will continue to communicate complaints with the Master Association Manager and request that this be addressed immediately.

#### 5. ADD-ON: Discussion Regarding Use of Podium for Comments from the Public

Ms. Nguyen stated that this item was added to the agenda at the request of Mr. Mattison. Mr. Mattison stated that he would like the Board to consider purchasing a podium for District meetings. Mr. Mattison further explained that the podium would help bring order and efficiency to meetings. A discussion ensued, after which:

A **motion** was made by Dr. Cespedes, seconded by Mr. Mattison and unanimously passed authorizing the District Manager to purchase a podium for use during future meetings.

Ms. Nguyen stated that she will inquire if the Master Association Board of Directors would be willing to share the cost if both Board's will be using the podium.

#### M. ADMINISTRATIVE & OPERATION MATTERS

There were no administrative or operational matters to discuss at this time.

#### N. BOARD MEMBERS & STAFF CLOSING COMMENTS

There were no Board member closing comments. Ms. Nguyen reminded the Board that the next meeting will be held on May 23, 2023.

#### **O. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Borrazas, seconded by Dr. Cespedes and passed unanimously adjourning the Regular Board Meeting at approximately 8:27 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

#### Miscellaneous Notices

Published in Miami Daily Business Review on May 3, 2023

#### Location

Miami-Dade County, Florida

#### **Notice Text**

NOTICE OF PUBLIC HEARING AND REGULAR BOARD MEETING OF THE VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Venetian Isles Community Development District (the "District") will hold a Public Hearing and a Regular Board Meeting on May 23, 2023, at 7:00 p.m., or as soon thereafter as can be heard, in the Venetian Isles Community Clubhouse Meeting Room located at 15355 Egret Lake Circle, Miami, Florida 33185.

The purpose of the Public Hearing is to receive public comment on the District's Fiscal Year 2023/2024 Proposed Final Budget and Non-Ad Valorem Assessment Roll. A copy of the Proposed Final Budget and/or the Agenda may be obtained from the District's website or at the offices of the District Manager, 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193, during normal business hours. The purpose of the Regular Board Meeting is to consider any other District business which may lawfully and properly come before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or two Board members will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at 786-347-2700 ext. 2027 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based. Meetings may be cancelled from time to time without advertised notice. Venetian Isles Community Development District

www.venetianislescdd.org

5/3-10 23-21/0000660436M

#### **RESOLUTION NO. 2023-03**

#### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2023/2024 FINAL BUDGET INCLUDING NON-AD VALOREM SPECIAL ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Venetian Isles Community Development District (the "District") has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2023/2024 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and

**WHEREAS**, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non-ad valorem assessments upon the properties within the District.

#### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The Final Budget and Final Special Assessment Roll for Fiscal Year 2023/2024 attached hereto as Exhibit "A" is approved and adopted, and the assessments set forth therein shall be levied.

<u>Section 2</u>. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

**PASSED, ADOPTED and EFFECTIVE** this <u>23<sup>rd</sup></u> day of <u>May</u>, 2023.

ATTEST:

Secretary/Assistant Secretary

#### VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

By:\_\_\_

By:\_\_\_

Chairperson/Vice Chairperson

# Venetian Isles Community Development District

### Final Budget For Fiscal Year 2023/2024 October 1, 2023 - September 30, 2024

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#### I FINAL BUDGET

- II DETAILED FINAL BUDGET
- III DETAILED FINAL DEBT SERVICE FUND BUDGET
- IV ASSESSMENT COMPARISON

#### FINAL BUDGET VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024	
REVENUES	BUDGET	
Administrative Assessments		65,058
Maintenance Assessments		92,362
Debt Assessments		344,402
Other Revenues		0
Interest Income		540
TOTAL REVENUES	\$	502,362
EXPENDITURES		
MAINTENANCE EXPENDITURES		
Aquatic Maintenance - Lake Tracts - Herbicides		9,800
Aquatic Maintenance - Lake Tracts - Grass Carps		1,500
General Maintenance - Lake Tracts/Shoreline Restoration		16,000
Drainage Structure Maintenance/Cleaning		6,000
Roadway/Street Improvements - Repairs (Including Signs)		9,000
Engineers Report/Inspections/Consulting		3,250
Field Operations Management		1,620
Miscellaneous Improvement Projects		7,400
Security Camera MTE/Cable/Monitoring		2,500
Infrastructure Reserve Fund		15,750
Pressure Cleaning		6,000
Contingency (Maintenance & Storm Clean-up)		8,000
		86,820
TOTAL MAINTENANCE EXPENDITURES		00,020
ADMINISTRATIVE EXPENDITURES		
Supervisor Fees		6,000
Payroll Taxes		460
Management		33,660
Secretarial		4,200
Legal		9,000
Assessment Roll		6,000
Audit Fees		3,700
Insurance		6,800
Legal Advertisements		700
Web Site Admin, Payroll Services, Meeting Room Rental & Mileage		3,500
Office Supplies, Postage & Mailings		1,450
Dues & Subscriptions		175
Trustee Fee		3,550
Continuing Disclosure Fee		350
Administrative Contingency		1,200
TOTAL ADMINISTRATIVE EXPENDITURES		80,745
TOTAL EXPENDITURES	\$	167,565
REVENUES LESS EXPENDITURES	\$	334,797
Bond Payments		(323,738)
BALANCE	\$	11,059
County Appraiser & Tax Collector Fee		(10,036)
Discounts For Early Payments		(20,073)
EXCESS/ (SHORTFALL)	\$	(19,050)
Carryover From Prior Year		19,050
		13,030
NET EXCESS/ (SHORTFALL)	\$	-
	1 T	

#### DETAILED FINAL BUDGET VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2021/2022	2022/2023	2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Administrative Assessments	64,531	65,110	65,058	Expenditures Less Interest & Carryover/.94
Maintenance Assessments	94,490	92,362	92,362	Expenditures/.94
Debt Assessments	343,250	344,402	344,402	Bond Payments/.94
Other Revenues	0	0	0	
Interest Income	50	420	540	Interest Projected At \$45 Per Month
TOTAL REVENUES	\$ 502,321	\$ 502,294	\$ 502,362	
EXPENDITURES				
MAINTENANCE EXPENDITURES				
Aquatic Maintenance - Lake Tracts - Herbicides	9,227	9,800	9,800	No Change From 2022/2023 Budget
Aquatic Maintenance - Lake Tracts - Grass Carps	0	1,500	1,500	No Change From 2022/2023 Budget
General Maintenance - Lake Tracts/Shoreline Restoration	12,037	15,000	16,000	\$1,000 Increase From 2022/2023 Budget
Drainage Structure Maintenance/Cleaning	0	6,000	6,000	No Change From 2022/2023 Budget
Roadway/Street Improvements - Repairs (Including Signs)	7,418	9,000	9,000	No Change From 2022/2023 Budget
Engineers Report/Inspections/Consulting	3,800	1,500	3,250	\$1,750 Increase From 2022/2023 Budget
Field Operations Management	1,620	1,620	1,620	No Change From 2022/2023 Budget
Miscellaneous Improvement Projects	0	8,400	7,400	\$1,000 Decrease From 2022/2023 Budget
Security Camera MTE/Cable/Monitoring	0	2,500	2,500	No Change From 2022/2023 Budget
Infrastructure Reserve Fund	0	17,500	15,750	\$1,750 Decrease From 2022/2023 Budget
Pressure Cleaning	0	6,000	6,000	No Change From 2022/2023 Budget
Contingency (Maintenance & Storm Clean-up)	1,352	8,000	8,000	No Change From 2022/2023 Budget
TOTAL MAINTENANCE EXPENDITURES	35,454	86,820	86,820	
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees	1,500	6,000	6,000	No Change From 2022/2026 Budget
Payroll Taxes	115	460	460	Supervisor Fees *7.65%
Management	31,740	32,688	33,660	CPI Adjustment (Capped At 3%)
Secretarial	4,200	4,200	4,200	No Change From 2022/2023 Budget
Legal	8,400	9,000	9,000	No Change From 2022/2023 Budget
Assessment Roll	6,000	6,000	6,000	As Per Contract
Audit Fees	3,600	3,600	3,700	\$100 Increase From 2022/2023 Budget
Insurance	5,908	6,800		Insurance Estimate
Legal Advertisements	357	700		No Change From 2022/2023 Budget
Web Site Admin, Payroll Services, Meeting Room Rental & Mileage	3,018	3,500		No Change From 2022/2023 Budget
Office Supplies, Postage & Mailings	650	1,550		\$100 Decrease From 2022/2023 Budget
Dues & Subscriptions	175	175		No Change From 2022/2023 Budget
Trustee Fee	3,547	3,550		No Change From 2022/2023 Budget
Continuing Disclosure Fee	350	350		No Change From 2022/2023 Budget
	0	1,200		Administrative Contingency
TOTAL ADMINISTRATIVE EXPENDITURES	69,560	79,773	80,745	
TOTAL EXPENDITURES	\$ 105,014	\$ 166,593	\$ 167,565	
REVENUES LESS EXPENDITURES	\$ 397,307	\$ 335,701	\$ 334,797	
Bond Payments	(327,340)	(323,738)	(323,738)	2024 P & I Payments Less Earned Interest
		• • • • • •		
BALANCE	\$ 69,967	\$ 11,963	\$ 11,059	<u> </u>
County Appraiser & Tax Collector Fee	(4,838)	(10,038)	(10,036)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(18,424)	(20,075)		Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 46,705	\$ (18,150)	\$ (19,050)	
Carryover From Prior Year	0	18,150	19.050	Carryover Balance From Prior Years
		,100	,	
NET EXCESS/ (SHORTFALL)	\$ 46,705	\$ 0	\$-	
· · · · ·	.,			

#### DETAILED FINAL DEBT SERVICE FUND BUDGET VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR		FISCAL YEAR	I	FISCAL YEAR	
	2021/2022		2022/2023		2023/2024	
REVENUES	ACTUAL		BUDGET		BUDGET	COMMENTS
Interest Income	85	58	25		550	Projected Interest For 2023/2024
NAV Tax Collection	327,34	10	323,738		323,738	2024 P & I Payments Less Earned Interest
Total Revenues	\$ 328,19	8 \$	323,763	\$	324,288	
EXPENDITURES						
Principal Payments	255,00	00	265,000		275,000	Principal Payment Due In 2024
Interest Payments	71,98	31	58,763		49,288	Interest Payments Due In 2024
Total Expenditures	\$ 326,98	1 \$	323,763	\$	324,288	
					- ,	
Excess/ (Shortfall)	\$ 1,21	7 \$	-	\$	-	

#### Series 2013 Bond Refunding Information

Original Par Amount =
Interest Rate =
Issue Date =
Maturity Date =

\$3,825,000 1.25% - 3.875% May 2013 May 2028 Annual Principal Payments Due = Annual Interest Payments Due = May 1st May 1st & November 1st

Par Amount As Of 1/1/23 = \$1,735,000

#### Venetian Isles Community Development District Assessment Comparison

	Fiscal YearFiscal YearFiscal Year2020/20212021/20222022/2023		scal Year	Fiscal Year					
			2021/2022		2022/2023		2023/2024		
	Ass	essment*	Ass	sessment*	Assessment*		Projecte	Projected Assessment*	
Administrative	\$	114.05	\$	111.97	\$	113.63	\$	113.55	
Maintenance	\$	157.48	\$	164.91	\$	161.19	\$	161.19	
Debt	\$	606.53	\$	601.14	\$	603.16	\$	603.16	
Total	\$	878.06	\$	878.02	\$	877.98	\$	877.90	

\* Assessments Include the Following :

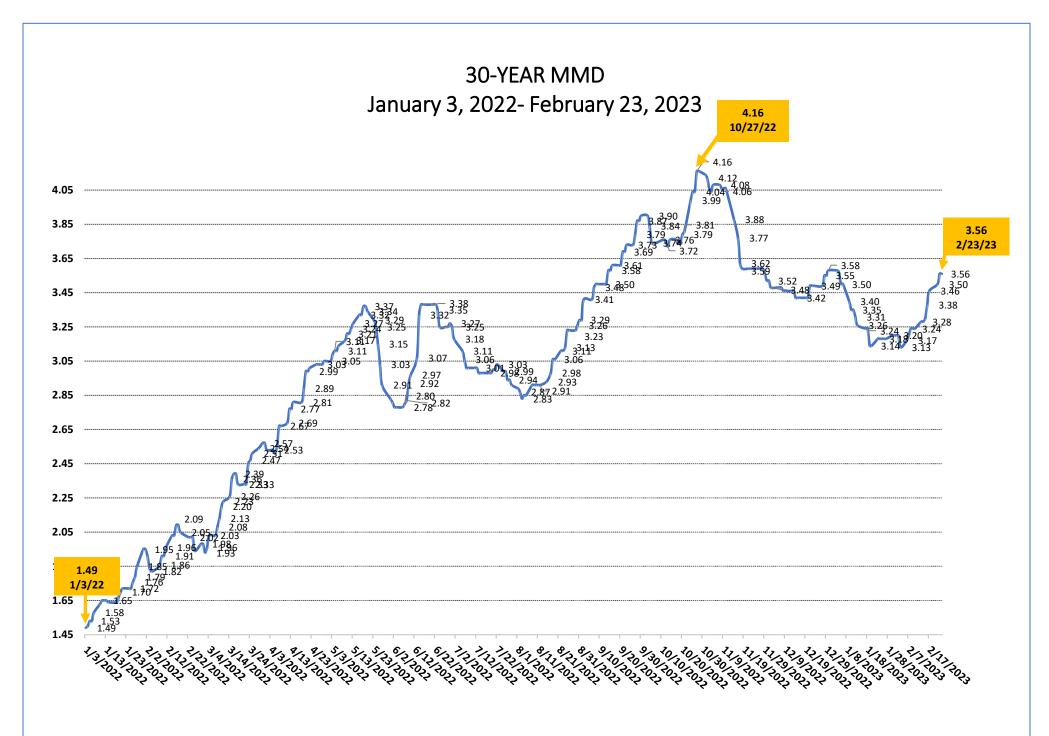
4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information (O&M):	
Total Units	574
Less Lot #30-4916-030-0090	
Transfer To HOA Common Area	<u>1</u>
Billed for O&M	573

Community Information (Debt):	
Total Units	574
Prepayments	<u>3</u>
Billed for Debt	571





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Venetian Isles Community Development District c/o: Special District Services, Inc. Attn: Ms. Nancy Nguyen, District Manager 2501A Burns Road, Palm Beach Gardens, FL 33410

March 21, 2023

Dear Ms. Nguyen,

Thank you for allowing Landshore® Enterprises, LLC to offer construction layout and technical-engineering services limited to research and evaluation of current condition with the purpose of construction estimate – assuming non-structural, bio-engineering, or bio-technical shoreline protection or reclamation applications, in accordance to Chapter 472.003(3)(c) of Florida Statues. Pursuant to your request we prepared proposal which includes the following items.

#### <u>Erosion and Sedimentation Control Plan for seven (7) lakes within the CDD, located at Venetian Isles, in</u> <u>Miami-Dade County, Florida - subject to approval by government agencies having jurisdiction.</u>

#### **Preparation:**

- A. Obtain project specific client/representative and property information, consulting.
- B. Research and investigation with government agencies having jurisdiction.
  - Items A-B base fee, including one time mobilization ......\$733.00

#### Measuring:

- C. Mobilization and set-up of equipment.
- D. Establish horizontal and vertical control using existing plan and survey provided by the owner or available from public sources.
- E. Bring vertical elevation, based on nearest County benchmark, if found. Otherwise, set-up a temporary bench mark in reference to observed water table and local landmarks – for contractor's use only. Set-up staff gauge. Verify existing topographic survey, bathymetric survey and soil survey.
- F. Inspect headwalls and outfalls if visible, measure sediment in inlet prior to outfall.
- G. Measure existing control structures, if any exist within subject water bodies.
  Items C-G base fee, including one time mobilization......\$10,852.00

#### Sampling:

- H. Shallow hand auger drilling
- I. Underwater core extraction with slide hammer and material retention inserts.
- J. Probing for suitable material.
  - Items H-J base fee, seven (7) samples ..... \$515.00



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#### **Testing**:

- K. Sieve analysis per ASTM C136.
- L. Texture identification and physical properties analysis, including shear strength test per ASTM D3080 or AASHTO T236.
- M. Dynamic cone penetration test per ASTM D6951 and ASTM Special Technical Publication #399, if necessary.
- N. Determine cohesion and angle of internal friction.
- 0. Calculate slope stability.

Items K-O base fee, for seven (7) soil types ...... \$2,576.00

#### Analysis:

- P. Review slope geometry and soil parameters for compliance with current regulations and compare to originally permitted land development plans (if available) in order to identify potential safety and stability issues above and below water table.
- Q. Suggest composite material combination for protection from elements.
- R. Estimate volumes of in-situ material, determine amount of imported fill, if necessary.

#### Design:

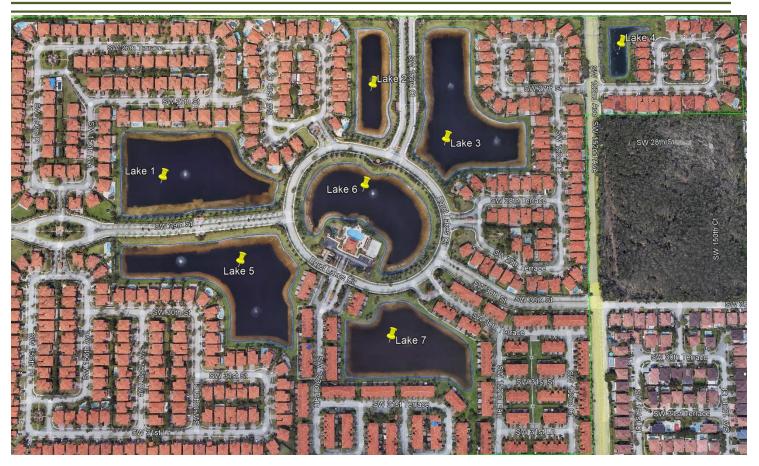
- T. Prepare set of drawings based on aerial photographs, to scale, in state plane coordinates with cross sections, details, specifications and best management practices for storm water pollution prevention.
- U. Provide civil engineering plans signed and sealed by a Florida Licensed Professional Engineer.
- V. Apply for review and approval from Miami-Dade County. Items T-V, base fee .....\$16,945.00

Note: any work in wetlands, flowage easements, preserves, mitigation areas, conservation areas, compensation areas, buffer impact areas and littoral zone may be entirely avoided or partially restricted at sole discretion of Landshore® Enterprises, LLC.

We will begin work within three weeks of acceptance of this proposal pending receipt of retainer of \$11,500.00. The estimated cost for this work is **Twenty-Six Thousand Eight Hundred Sixty-Nine Dollars (\$26,869.00)**. Should you require services on this project beyond this scope of supply, we would revise this proposal to include items you may add or at your discretion we are available on a time and material basis.



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Besides construction services outlined above we will be happy to provide you with professional services in civil, structural, geotechnical, surveying, legal and any other disciplines on an hourly basis or by a separate contracts – if it will become necessary based on our initial observations of existing situation on-site or if specifically requested in writing by yourself or by the government agencies having jurisdiction. All permit/application/review fees or separate charges accessed by the government shall be paid by the Client/Owner.

Should you have any questions regarding this matter please do not hesitate to contact our office. Again, thank you for the opportunity to offer this proposal, we are looking forward to working with you.

Landshore® Enterprises, LLC is devoted to thoroughly study each individual project from every perspective and strive to perform the best possible design that solves your problem. We suggest that you may consult with our company for all future development and repair projects, in order to avoid predictable dangerous conditions and save money via preventative actions.

Landshore® Enterprises, LLC is turn-key multi-discipline design-build environmental company which focuses on erosion issues using non-structural, bio-engineering and bio-technical methods for shoreline restoration, erosion



Landshore<sup>®</sup> Enterprises, LLC

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control and coast protection.

Established more than a decade ago we employ civil, structural, geo-technical, surveying, environmental and other professionals, providing viable customized solutions and highest level of service through innovation in engineering design, advancement and patenting of materials, scientific research and development of new construction technologies.

#### **OPTIONAL SERVICES:**

#### **Circulation:**

A. Prepare maintenance of traffic plan.

#### Item A, base fee\* ...... \$500.00 (\*for Florida Department of Transportation standard details - without detours)

#### Standard Paragraphs:

The Standard Form of Agreement between **Venetian Isles Community Development District**, **Inc.**, **Owner**, further referred as "**Client**" and Landshore® Enterprises, LLC for technical-engineering services related to construction, design-built services and professional services for Professional Services as published by the National Society of Professional Engineers, The American Consulting Engineers Council and The American Society of Civil Engineers shall govern all aspects, disputes and responsibilities with respect to this contract Document EJCDC E-500, latest edition.

All technical-engineering services, design-built (D-B) services or professional services requested by the Client or government agencies having jurisdiction, which are not specifically outlined in the contract, or requested by the Client as a revision in the scope of the Project will be performed by contract addendum at an agreed upon price or the same will be accomplished at the contract's hourly rates.

It is understood that the selection decision for a contract award may be based on the best value to the Owner from the combination of quality, management expertise, and price, but not necessarily the lowest price or on the lowest priced, technically acceptable proposal.

Design by the D-B contractor usually takes place before and sometimes during construction activities in the D-B contract. When a design is being developed concurrent with construction activities, this is called the "fast-track" approach. The fast-track approach is commonly used to combine design and construction time, which results in the project being completed in a shorter time period. Fast-track approach allows the D-B contractor to design portions of the work, start construction on those designs completed, and continue work while reviewing and designing other portions of the work.

In the Design-Build process, final design solutions are provided by the D-B contractor, not the Client, since the main



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goal of D-B contract is to ensure the adequacy and quality of desired construction, which were built into the selection criteria during alternative bid evaluation process.

Any additions and/or deletions to the scope of work shall be presented in writing by Landshore® Enterprises, LLC and executed by both the Client and Landshore® Enterprises, LLC.

Hourly services as stipulated in this contract shall be performed at the company's prevailing rates for the duration of the work efforts associated with this Project. The following rates presently apply:

Professional Engineer	\$190.00/Hour
Structural Engineer	\$200.00/Hour
Design Engineer	\$150.00/Hour
CAD Operator	\$100.00/Hour
Construction Administration	\$ 70.00/Hour

Landshore® Enterprises, LLC is not responsible for the means, methods, techniques, sequences and procedures of construction selected by another contractor. It is also not responsible for any failure of another contractor to comply with laws, regulations, ordinances, codes or orders applicable to contractor's furnishing and performing the work proposed by Landshore® Enterprises, LLC.

Measurements of lake depth and location data and its further graphical interpretation by Landshore® Enterprises, LLC using Geographic Information System (GIS) and its precision and accuracy are limited to the same of the reference information, methods and instruments used. It is understood that information will be collected by Landshore® Enterprises, LLC at the request of the Client, for his/her personal use such as providing more accurate estimate and submittal to the government agencies may require different standard or format.

Although every reasonable attempt will be made to present data as accurate as possible Landshore® Enterprises, LLC makes no guarantees concerning its measuring, findings or any irregularities of the lake bottom or other parts of this project. By accepting this proposal or distributing information depicted on any plans and documents prepared by Landshore® Enterprises, LLC to other parties the recipient hereby agrees to indemnify and hold Landshore® Enterprises, LLC harmless and to waive to the fullest extent permitted by law any claim resulting from damages, losses and expenses, including attorneys' fees arising out of or resulting from usage of this information, or cause of action of any nature against Landshore® Enterprises, LLC.

#### Project Limitations:

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® Enterprises, LLC 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



## Landshore® Enterprises, LLC

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services such as expediting, meetings with reviewer, etc. may be performed at an hourly rate, at the Client's request).

#### **Casus Fortuitous:**

Neither the Client nor Landshore® Enterprises, LLC will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, riots, civil or military authority, war, terrorist acts, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond the reasonable control, except that the Client must pay for any services rendered.

#### Indemnification and Duty to Defend:

Prior to the beginning of works outlined in this Contract, the Client shall be responsible to notify the owners and interested parties of all affected properties and utilities and receive their approval.

To the extent provided by law, the Client agrees to indemnify, defend, and hold harmless Landshore® Enterprises, LLC and all of its officers, agents, employees, sub-contractors and consultants from any third-party claim, loss, damage, cost, charge, or expense during the performance of this Contract, whether direct or indirect and whether to any person or property to which Landshore® Enterprises, LLC or said parties may be subject.

Furthermore, the Client agrees to participate and associate with Landshore® Enterprises, LLC in the defense and trial of any damage claim or suit and any related settlement negotiations, shall such arise – within fourteen (14) days of receipt by the Client notice of claim. This provision will continue to apply after the contract ends.

Pursuant to section 558.0035, Florida statutes, an individual employee or agent may not be held individually liable for negligence.

#### **Qualifications:**

Landshore<sup>®</sup> Enterprises, LLC agrees that its staff and sub-consultants possess the necessary licenses required by the professional licensing boards having jurisdiction over the services to be provided and that when required, staff members possessing such licenses and qualified to perform the required services shall be assigned to this project.

#### **Intellectual Property Rights:**

It is understood that all sketches and calculations, including price quotations which are submitted for this proposal, based on assumptions made by Landshore® Enterprises, LLC and data derived from information provided by the Client and public sources – is confidential and will not be shared or distributed to other parties without the written consent of Landshore® Enterprises, LLC. All drafting and technical work performed by Landshore® Enterprises, LLC or its sub-consultants is hereby declared an intellectual property and protected under copyright law.

After all payments to Landshore® Enterprises, LLC will be made in full in accordance to this contract, by virtue of "work for hire" doctrine outlined in Section 101 of the 1976 Copyright Act – Intellectual Property Rights are transferred to the Client who thereby accepts all responsibility and full liability for further use of all printed documents and data.



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Please note that State of Florida has a broad public records law under Florida Chapter 119. All state, county, and municipal records are open for personal inspection and copying by ANY person. Landshore® Enterprises, LLC hereby disclaim all liability arousing from improper usage of its information for any other purposes except from what it was specifically intended and any damages, loss or harm to public welfare that such application or interpretation may possibly cause to the Client or third parties.

#### Permit and Submittal Fees:

Our contract fees do not include any permit application or processing fees that may be assessed by the governmental agencies having jurisdiction. The total cost of these fees shall be the Client's responsibility.

#### **Outside Service and Reproduction Fees:**

The stipulated contract fees do not include the cost of printing, copies, photo processing, long distance phone calls or the services of outside parties. These fees are separate charges, which shall be approved in writing by the Client and invoiced as direct charges.

#### **Certificate of Merit:**

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Landshore® Enterprises, LLC unless the Client has first provided Landshore® Enterprises, LLC with a written certification executed by an independent consulting engineer currently practicing in the same discipline as Landshore® Enterprises, LLC and licensed in the State of Florida. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances and c) state in detail the basis for the certifiers opinion that such acts or omissions do not conform to the standard of care for the profession. This certificate shall be provided to Landshore® Enterprises, LLC not less than thirty (30) days prior of the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding.

#### **<u>Client Termination Agreement:</u>**

This Agreement may be terminated without cause but in good faith by either Landshore® Enterprises, LLC or the Client. The party terminating the Agreement must provide written notice to the other party ten (10) days prior to the effective date of termination. In the event of termination, Landshore® Enterprises, LLC shall be compensated for all services performed prior to the effective date of termination and shall provide the Client with all information acquired by and/or generated by Landshore® Enterprises, LLC as a result of performing its contractual obligations, including but not limited to survey data, reports, specifications, plans, and results of soil sampling.

#### Assignability:

The Client and Landshore® Enterprises, LLC, respectively, bind themselves, their partners, successors, assigns and legal representatives of such other party, with respect to all covenants of this Agreement. Neither party hereto shall assign this Agreement without the written consent of the other party.



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#### Attorney's Fees:

The laws of the State of Florida shall govern all aspects of the parties' Agreement. In the event of any litigation arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. It is also agreed that such arbitration or litigation take place in Lee County, Florida.

#### **Cooperation and Project Understanding:**

To the extent requested by Landshore® Enterprises, LLC, the Client shall make available to Landshore® Enterprises, LLC all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic or hydrographic surveys, soil data including borings, field and laboratory tests, written reports, etc. The Client shall immediately transmit to Landshore® Enterprises, LLC any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Landshore® Enterprises, LLC performance of the Services. The Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Landshore® Enterprises, LLC shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by the Client and the Client shall indemnify Landshore® Enterprises, LLC or its Consultants against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

The Client agrees to provide entry to the project site for Landshore® Enterprises, LLC employees and consultants with proper identification for the purposes outlined in this contract. Lock-out charges will be assessed on an hourly basis for any delay exceeding one hour.

#### Non-Solicitation and Hiring of Employees:

To promote an optimum working relationship, the Client agrees in good faith not to directly or indirectly employ or otherwise engage any employee of Landshore® Enterprises, LLC or any person employed by Landshore® Enterprises, LLC within the prior twelve-month period without the prior written consent of Landshore® Enterprises, LLC. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Client further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established by Landshore® Enterprises, LLC. Therefore, in the event that the Client should breach this provision and without limiting any other remedy that may be available to Landshore® Enterprises, LLC, the Client shall pay to Landshore® Enterprises, LLC a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

#### **Invoicing and Payment:**

Landshore® Enterprises, LLC will submit invoices monthly during the progress of work under this contract as a proration of the services completed to date. In some cases, invoicing may occur upon completion of a phase of the project or completion of the project. Retainers, when required, will be deducted from the final payment for the Project.



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Payment for services is due upon receipt of invoice and shall be made within 15 days of receipt of invoice. If payment is not received in 30 days from the date invoiced, Landshore® Enterprises, LLC reserves the right to cease all work on the Project. After 60 days of non-payment, we will exercise the right to file a lien against the project.

The Client agrees to pay for any costs of collection, including, but not limited to lien costs, court costs or attorneys' fees involved in or arising out of collecting any unpaid or past due balances.

Landshore® Enterprises, LLC shall not be liable to the Client or any third party for claims arising from suspension and termination of work due to the Client's failure to provide timely payment.

Any charges held to be in dispute shall be called to our attention within fifteen (15) days of receipt of invoice and the Client and Landshore® Enterprises, LLC shall work together in good faith to resolve their differences. If a portion of the invoice is disputed within 15 days, the Client shall be obligated to pay the undisputed portion of the invoice. If unable to resolve differences in thirty (30) days, Landshore® Enterprises, LLC shall have the right to suspend or terminate service.

If the proposed services and fees are acceptable, please affix the signature of a duly authorized officer in the space provided and provide requested information for our records and return an executed copy to this office. Your request for services is greatly appreciated.

The undersigned signatories acknowledge that they are duly authorized to sign and bind the party for whom they are signing for. The undersigned signatories further acknowledge that their actions and signatures have been approved by the corporation or other legal entity for whom they are acting or signing.

Sincerely, Landshore® Enterprises, LLC

Signature

**Proposal Acceptance:** 

The stated fees, conditions and terms are accepted. Payment for services will be made as stipulated above. You are authorized to perform the work specified.

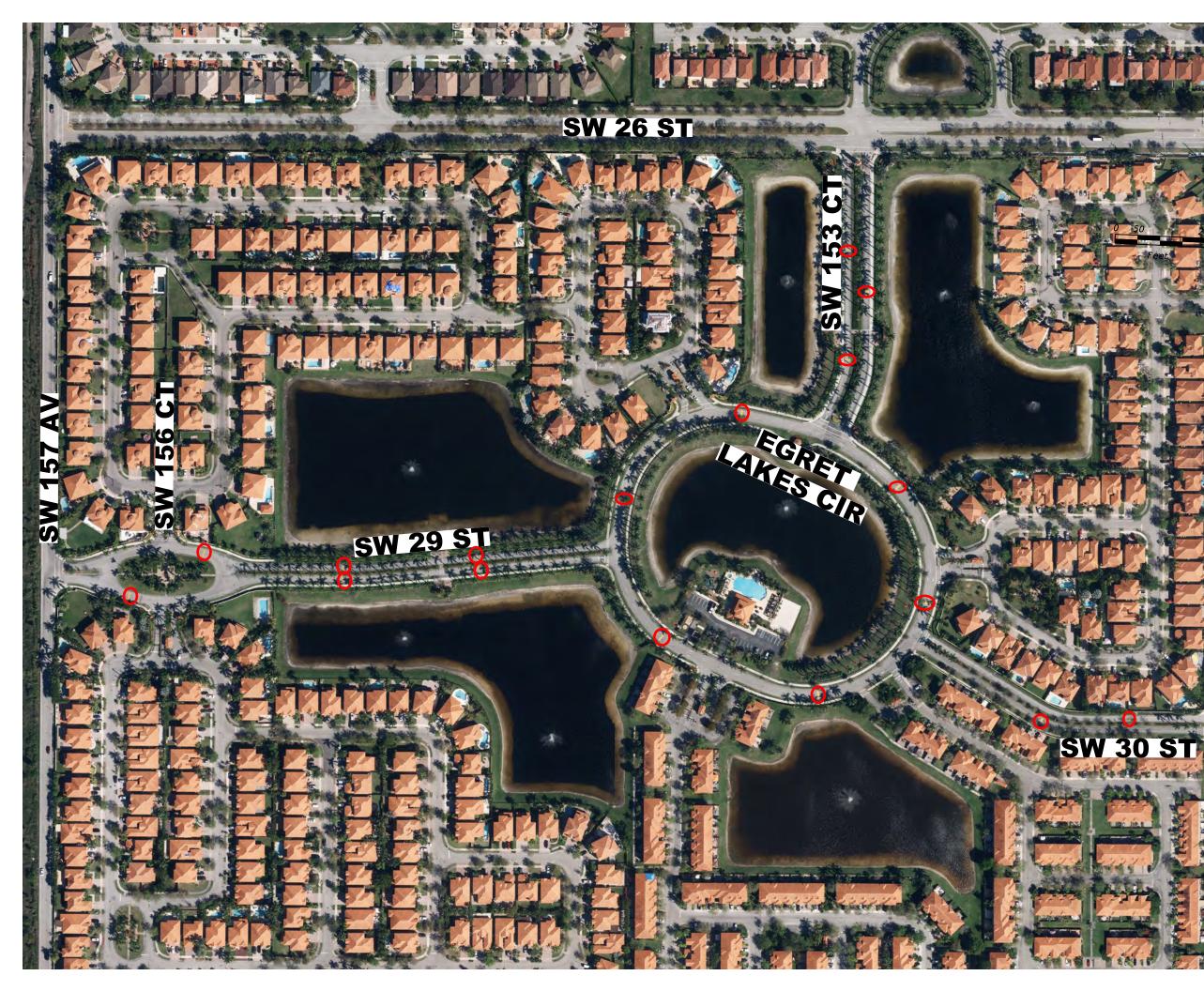
Signature

Name, Title

Date

#### Venetian Isles Community Development District Yield Signs SW 29<sup>th</sup> Street near SW 157<sup>th</sup> Avenue Entrance







#### **RESOLUTION NO. 2023-04**

#### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2023/2024 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, it is necessary for the Venetian Isles Community Development District (the "District") to establish a regular meeting schedule for fiscal year 2023/2024; and

WHEREAS, the Board of Supervisors (the "Board") of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2023/2024 which is attached hereto and made a part hereof as Exhibit "A".

#### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT, MIAMI-DADE COUNTY, FLORIDA, AS FOLLOWS:

**Section 1.** The above recitals are hereby adopted by the Board.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2023/2024 which is attached hereto as Exhibit "A" is hereby adopted by the Board and authorized to be published.

**PASSED, ADOPTED and BECOMES EFFECTIVE** this <u>23<sup>rd</sup></u> day of <u>May</u>, 2023.

#### ATTEST:

Secretary/Assistant Secretary

#### VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

By:\_\_\_

By:\_\_\_\_

Chairperson/Vice Chairperson

#### VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE

**NOTICE IS HEREBY GIVEN** that the Board of Supervisors (the "Board") of the **Venetian Isles Community Development District** (the "District") will hold Regular Meetings in the Venetian Isles Community Clubhouse Meeting Room located at 15355 Egret Lake Circle, Miami, Florida 33185 at **7:00 p.m.** on the following dates:

> November 14, 2023 January 23, 2024 March 26, 2024 May 28, 2024 July 23, 2024 September 24, 2024

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Copies of the Agenda for any of the meetings may be obtained from the District's website at <u>www.venetianislescdd.org</u> or by contacting the District Manager at <u>nnguyen@sdsinc.org</u> and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at <u>nnguyen@sdsinc.org</u> and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

#### VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

www.venetianislescdd.org

#### PUBLISH: MIAMI DAILY BUSINESS REVIEW 11/02/23

#### **RESOLUTION NO. 2023-05**

#### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING THE ESTABLISHMENT OF A DISTRICT CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE PAYMENT OF EXPENDITURES, SELECTING THE SIGNATORIES THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Venetian Isles Community Development District ("District") has established a District checking/operating account in order for the District to expend public funds of the District as authorized and required; and

**WHEREAS**, the Board of Supervisors (the "Board") of the District shall designate authorized staff and/or District officials to approve expenditures, via electronic or non-electronic approval processes, from the checking/operating account;

WHEREAS, the Board of the District has selected Todd Wodraska, Jason Pierman, Patricia LasCasas, Nancy Nguyen, and \_\_\_\_\_\_ to serve as the signatories, as required, on the District checking/operating account; and

**WHEREAS,** all resolutions or parts thereof of the District in conflict with the provisions contained herein are to the extent of any such conflict, hereby superseded and repealed.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT, AS FOLLOWS:

**<u>Section 1</u>**. The above recitals are hereby adopted by the Board.

<u>Section 2.</u> Each expenditure from the checking/operating account will require a minimum of two (2) approvals and a designated member of the Board, by an electronic approval procedure, will have an opportunity to review the District's expenditure(s) prior to release of payment(s).

<u>Section 3.</u> When necessary to write checks, the signatures of two (2) of the designated signatories named herein will be required on all District checks tendered from the District checking/operating account, as approved.

**PASSED, ADOPTED and becomes EFFECTIVE** this <u>23<sup>rd</sup></u> day of <u>May</u>, 2023.

#### **ATTEST:**

Secretary/Assistant Secretary

#### VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

By:

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

Chair/Vice Chair

#### VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION EVALUATION CRITERIA

#### 1. Ability of Personnel (10 Points).

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; evaluation of existing work load; proposed staffing levels, etc.)

#### 2. Proposer's Experience (10 Points).

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation of Proposer, etc.)

#### 3. Understanding of Scope of Work (10 Points).

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

#### 4. *Ability to Furnish the Required Services (10 Points).*

Present ability to manage this project and the extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

#### 5. Price (10 Points).

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

#### VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

#### District Auditing Services for Fiscal Years 2022/2023, 2023/2024 and 2024/2025 With Two Year Option (2025/2026 and 2026/2027) Miami-Dade County, Florida

#### VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION INSTRUCTIONS TO PROPOSERS

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than August 23, 2023 at 4:00 p.m., at the offices of District Manager, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is affirming its familiarity and understanding with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. REJECTION OF PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit two (2) copies of the Proposal Documents and one digital copy, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Venetian Isles Community Development District" on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. After proposals are opened by the District, no proposal may be withdrawn for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes or each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after receipt of the Request for Proposals and Evaluation Criteria or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Request for Proposals, Evaluation Criteria, or other contract documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**SECTION 15. REJECTION OF ALL PROPOSALS.** The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities, as determined to be in the best interests of the District.