



**VENETIAN ISLES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
MARCH 25, 2025
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
March 25, 2025
7:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Reminder of Vacancy in Seat 1 – Term Exp. 2028
- E. Additions or Deletions to Agenda
- F. Comments from the Public for Items Not on the Agenda
- G. Approval of Minutes
 - 1. November 19, 2024 Regular Board Meeting.....Page 2
- H. Old Business
 - 1. Update Regarding Flow of Traffic on Egret Lakes Circle (Caltran Engineering).....Page 8
 - 2. Update Regarding Surveillance Camera HOA Maintenance Agreement – Sienna
 - 3. Update Regarding Lake Vegetation (Grass Carp Stocking)
 - 4. Consider Approval of Agreement for Storm Drain Maintenance – Class V Requirements.....Page 11
- I. New Business
 - 1. Stormwater System Legal Requirements Update Memorandum (BCLMR).....Page 28
 - 2. Discussion Regarding Fiscal Year 2025/2026 Proposed Budget.....Page 32
 - 3. Discussion Regarding Venetian Isles HOA Reserve Study & Implications to the CDD (Jose Medina)
- J. Administrative & Operational Matters
 - 1. Staff Report, as Required
- K. Board Member and Staff Closing Comments
- L. Adjourn



The Beaufort Gazette
 The Belleville News-Democrat
 Bellingham Herald
 Centre Daily Times
 Sun Herald
 Idaho Statesman
 Bradenton Herald
 The Charlotte Observer
 The State
 Ledger-Enquirer

Durham | The Herald-Sun
 Fort Worth Star-Telegram
 The Fresno Bee
 The Island Packet
 The Kansas City Star
 Lexington Herald-Leader
 The Telegraph - Macon
 Merced Sun-Star
 Miami Herald
 El Nuevo Herald

The Modesto Bee
 The Sun News - Myrtle Beach
 Raleigh News & Observer
 Rock Hill | The Herald
 The Sacramento Bee
 San Luis Obispo Tribune
 Tacoma | The News Tribune
 Tri-City Herald
 The Wichita Eagle
 The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
142067	606064	Print Legal Ad-IPL02012870 - IPL0201287		\$861.00	2	49 L

Attention: Laura J. Archer

Venetian Isles Community Development District
 c/o Special District Services, Inc.
 2501A Burns Road
 Palm Beach Gardens, Florida 33410
 LArcher@sdsinc.org

**VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT
 FISCAL YEAR 2024/2025 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 19, 2024
January 28, 2025
March 25, 2025
May 27, 2025
July 22, 2025
September 23, 2025

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 www.venetianislescdd.org or by contacting the District Manager at nnguyen@sdsinc.org 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 ensure 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 nnguyen@sdsinc.org 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
 IPL0201287
 Nov 1 2024

**PUBLISHED DAILY
 MIAMI-DADE-FLORIDA**

**STATE OF FLORIDA
 COUNTY OF MIAMI-DADE**

Before the undersigned authority personally appeared, Mary Castro, who on oath says that he/she is Custodian of Records of the The Miami Herald, a newspaper published in Miami Dade County, Florida, that the attached was published on the publicly accessible website of The Miami Herald or by print in the issues and dates listed below.

1 insertion(s) published on:

11/01/24

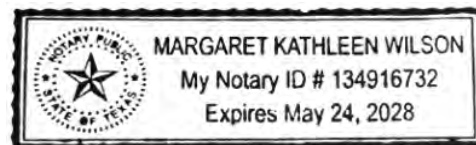
Affiant further says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

Sworn to and subscribed before me this 1st day of November in the year of 2024

Margaret K. Wilson

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!

**VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JANUARY 28, 2025**

A. CALL TO ORDER

District Manager Nancy Nguyen called the January 28, 2025, Venetian Isles Community Development District (the “District”) Regular Board Meeting to order at approximately 7:02 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 Herald* on November 1, 2024, as part of the District’s fiscal year 2024/2025 meeting schedule, as legally required.

C. ESTABLISH A QUORUM

Ms. Nguyen determined that the attendance of Chairman David Mattison, Vice Chairwoman Mary Ann Delgado, and Supervisors Jose Medina and David Marquez 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 Liza Smoker of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also in attendance were the following District residents: Sandra Nuñez Soler, Carlos Prieto, Joanna Benech, Magda Campoamor, Hadnan Boulندان, Manuel Lopez Diaz, and Jeff Castro.

D. CONSIDER APPOINTMENT TO VACANT SEAT (SEAT 1, EXP. 2028)

Ms. Nguyen stated that there was currently a vacancy in Seat 1, which term expires in November 2028.

Ms. Nguyen asked if there were any members of the public present that would like to serve on the Board.

Ms. Joanna Benech stated that she was interested in serving on the Board. Ms. Benech provided the Board with an introduction of herself.

Mr. Carlos Prieto stated that he was also interested in serving on the Board. Mr. Prieto provided the Board with an introduction of himself.

Ms. Sandra Nuñez Soler stated that she was also interested in serving on the Board. Ms. Nuñez Soler provided the Board with an introduction of herself.

Ms. Nguyen asked if there were any other qualified persons present who would like to serve on the Board. No other members of the public in attendance expressed a desire to serve on the Board.

Ms. Nguyen asked if there was a motion from any of the Board Members appointing Ms. Benech, Mr. Prieto, or Ms. Nuñez Soler to the vacant seat.

Mr. Medina stated that he would like to endorse Ms. Benech to serve in the vacant seat.

Mr. Mattison stated that he would like to endorse Ms. Nuñez Soler to serve in the vacant seat.

Ms. Delgado stated that she would like to endorse Ms. Nuñez Soler to serve in the vacant seat.

Mr. Marquez stated that he would like to endorse Ms. Benech and Mr. Prieto to serve in the vacant seat.

A **motion** was made by Mr. Medina, seconded by Mr. Marquez appointing Ms. Benech to Seat 1, which term expires in November 2028. The **motion** failed 2 to 2 with Ms. Delgado and Mr. Mattison dissenting.

A **motion** was then made by Mr. Mattison, seconded by Ms. Delgado appointing Ms. Nuñez Soler to Seat 1, which term expires in November 2028. The **motion** failed 2 to 2 with Mr. Medina and Mr. Marquez dissenting.

A **motion** was then made by Mr. Marquez, seconded by Mr. Medina appointing Mr. Prieto to Seat 1, which term expires in November 2028. The **motion** failed 2 to 2 with Ms. Delgado and Mr. Mattison dissenting.

Ms. Nguyen stated that a vacancy remained in Seat 1, which term expires in November 2028.

E. ADMINISTER OATH OF OFFICE AND REVIEW NEW BOARD MEMBER DUTIES AND RESPONSIBILITIES

This item was not needed at this time.

F. ELECTION OF OFFICERS

This item was not needed at this time.

G. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

Ms. Nguyen requested to add the following item:

- New Business, Item 3. Comprehensive Site Maintenance Map.

The Board acknowledged Ms. Nguyen's request.

H. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the members of the public.

I. APPROVAL OF MINUTES

1. November 19, 2024, Regular Board Meeting

Ms. Nguyen presented the minutes of the November 19, 2024, 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. Mattison, seconded by Ms. Delgado, and passed unanimously approving the minutes of the November 19, 2024, Regular Board Meeting, as presented.

J. OLD BUSINESS

1. Update Regarding Flow of Traffic on Egret Lakes Circle (Caltran Engineering)

Ms. Nguyen presented a cost estimate, and a revision of the concept for Egret Lakes Circle prepared by Caltran Engineering Group (Caltran). Ms. Nguyen explained that Juan Calderon, the representative of Caltran, was unable to attend tonight's meeting, but he would be available for the March 25th Regular Board Meeting. Ms. Nguyen recommended that the revision and cost estimate be reviewed with Mr. Calderon during the March meeting. The Board agreed.

Mr. Medina stated that he had been communicating with a representative of the Department of Transportation and Public Works (DTPW) regarding the projected improvements to be made on SW 157th Avenue. Mr. Medina explained that he had copied Ms. Nguyen on his email correspondence with DTPW and requested that Ms. Nguyen share the information with the Board. Ms. Nguyen acknowledged Mr. Medina's request. It was advised that members of the District communicate with representatives of the project and address their concerns early on. The Board agreed that the improvements on SW 157th should be considered when the District Board makes any decisions on improvements to District infrastructure. It was determined that any plans received from DTPW should be shared with Caltran as well.

More information on this item will be provided at a future meeting.

2. Update Regarding Surveillance Camera HOA Maintenance Agreement - Sienna

Ms. Nguyen stated that she was still awaiting comments or execution of the CCTV Maintenance Agreement from the Venetian Isles Master Association (the "HOA"). She further explained that there had been some changes to the HOA Board of Directors as well as the Associations' management team. Ms. Nguyen indicated that she had begun communicating with the new management team for further communication with the HOA Board of Directors regarding the CCTV Maintenance Agreement, but she had not yet received any feedback. Ms. Nguyen will provide updates as they become available to her.

It was confirmed that the HOA was able to integrate the District's cameras with the HOA's system.

More information on this item will be provided at a future meeting.

3. Discussion Regard Lake Vegetation (Grass Carp Permit)

Ms. Nguyen stated that Allstate Resource Management (Allstate) had submitted the District's order of 200 grass carp; however, they are awaiting the supplier to have sufficient orders for delivery to

Southeast Florida. Once there are sufficient orders, and the Florida Fish and Wildlife Conservation Commission (FWC) will sign off on the release of the fish, Allstate will contact Ms. Nguyen to schedule the release of the fish. More information on this item will be provided as it becomes available.

Mr. Medina explained that there was a resident in Palermo who fed the ducks. He further explained that there was a large amount of duck feces on the lake banks near this home and he would like Ms. Nguyen to inquire from Allstate about how an excess amount of feces affects the ecological system of the District's lake. Ms. Nguyen acknowledged Mr. Medina's request.

4. Update Regarding Stormwater System Line Cleaning (SW Section of Bellagio)

Ms. Nguyen stated that she would like to discuss this matter alongside New Business, Item 1. Discussion Regarding Stormwater System Permit Procedures. The Board acknowledged Ms. Nguyen's request.

Ms. Nguyen stated that the stormwater system line cleaning on the SW corner of Bellagio had been completed. She reminded the Board that this project included a report with CCTV images of the lines to determine any issues.

Ms. Nguyen explained that the report reflected that there were partial blockages which are presumed to be sewer laterals from individual residences going through the District's drainage pipes. These blockages are limiting the stormwater flow; however, the contractor confirmed that the cleaning conducted would improve the drainage for the Bellagio area as a whole.

Ms. Nguyen stated that she shared the report with the Alvarez Engineers to have their input on the findings. The report was reviewed by the District Engineer, and it was their recommendation that the remainder of the stormwater system lines in the area be analyzed.

Ms. Nguyen stated that Miami-Dade County's Division of Environmental Resources Management (DERM) required that a Class V permit be issued every time cleaning and maintenance activities are performed for stormwater and utility infrastructures and emergency dewatering operations required for flood protection. Ms. Nguyen explained that this new requirement would be needed for the annual stormwater system cleaning performed by the District, as well as the additional work in Bellagio being recommended by the District Engineer.

Ms. Nguyen stated that the current Class V permit pricing was as follows:

- 6 days - \$559 (cannot be extended)
- 7-30 days - \$682.63
- 31-90 days - \$1,053.50
- 365 days - \$2,150

Ms. Nguyen recommended that the District consider a 365 day permit. She further explained that the stormwater system lines in the SW corner of Bellagio were cleaned due to an emergency. Additionally, should the District experience heavy storms or hurricanes, it would be beneficial to already have a permit in place so that work can be scheduled quickly following such storms. Ms. Nguyen explained that price sheets were requested from several contractors, but she had only received

a response from two (2) contractors. Because the new requirement is new to everyone, she would like to allow other contractors more time to submit their proposals. The Board agreed with Ms. Nguyen and discussed the benefit of completing the stormwater system cleaning project by the end of April and that the District would not meet again until the end of March. A discussion ensued, after which:

A **motion** was made by Ms. Delgado, seconded by Mr. Mattison and unanimously passed authorizing the District Manager to select the most favorable contractor to perform the annual stormwater system cleaning as well as the Bellagio stormwater system line cleaning, including a Class V permit; further authorizing District Counsel to prepare an agreement; and further authorizing the District Manager to execute the same on behalf of the District.

K. NEW BUSINESS

1. Discussion Regarding Stormwater System Permit Procedures

This item was discussed during Old Business, Item 4.

2. Consider Resolution No. 2025-01 – Registered Agent Change

Ms. Nguyen presented Resolution No. 2025-01, entitled:

RESOLUTION 2025-01

A RESOLUTION OF THE VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING MICHAEL J. PAWELCZYK AS THE DISTRICT'S REGISTERED AGENT AND DESIGNATING THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A. AS THE REGISTERED OFFICE

Ms. Smoker explained that Florida Statutes required that the District designate a registered office and registered agent for the purpose of accepting service of process, notice, or demand that is required by law to be served upon the District. She further explained that it was necessary to designate a new registered agent and update the business address of the registered office. A discussion ensued, after which:

A **motion** was made by Mr. Medina, seconded by Ms. Delgado and unanimously passed designating Michael J. Pawelczyk as the District's registered agent, and designating the registered office at Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301.

L. ADMINISTRATIVE & OPERATION MATTERS

1. Staff Report, as Required

There was no staff report at this time.

M. BOARD MEMBERS & STAFF CLOSING COMMENTS

There were no Board Member comments.

N. ADJOURNMENT

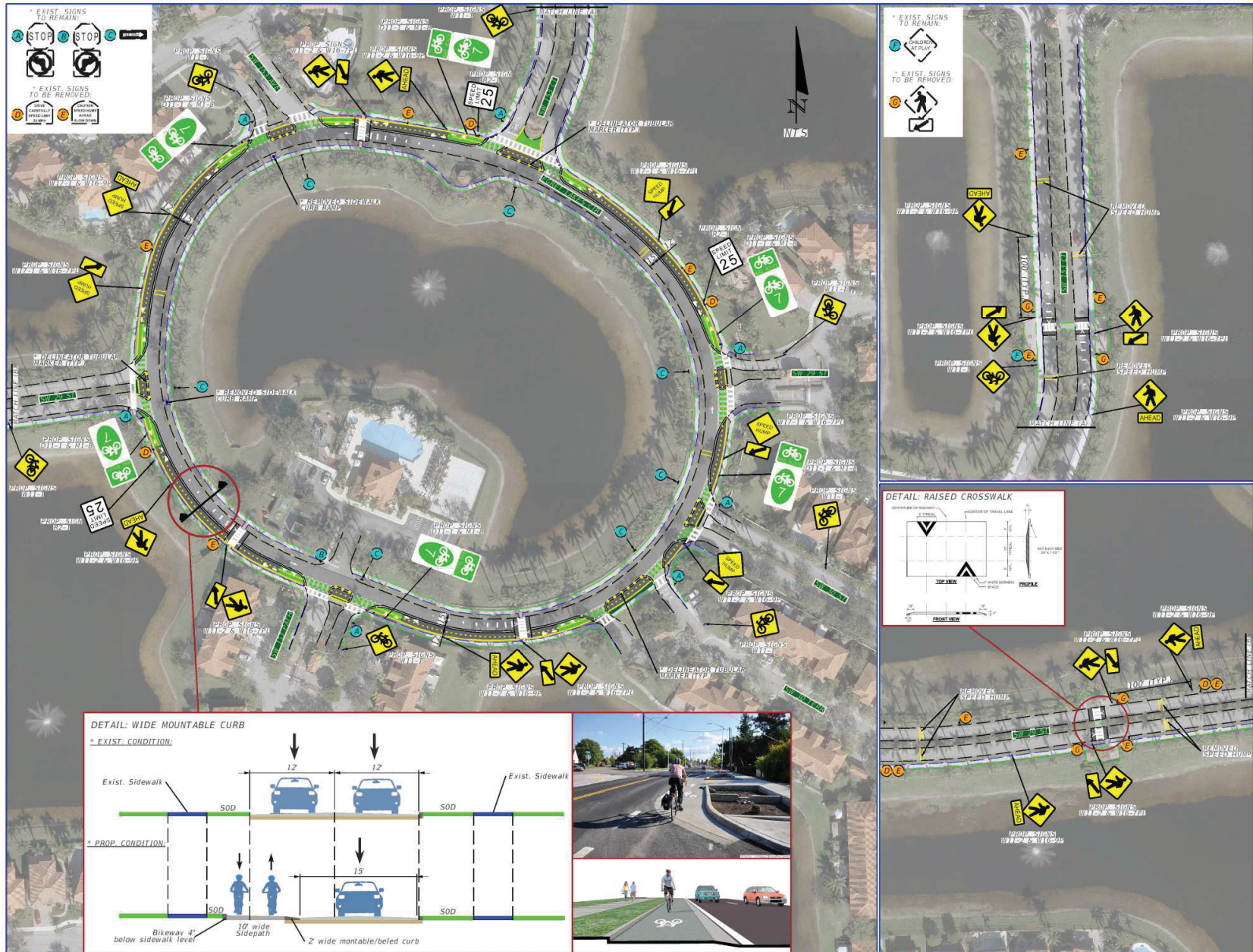
There being no further business to come before the Board, a **motion** was made by Mr. Medina, seconded by Ms. Delgado and passed unanimously adjourning the Regular Board Meeting at approximately 8:31 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

PAY ITEM NO.	DESCRIPTION	UNIT	UNIT COST	QTY	TOTAL
VENETIAN ISLES					
102 1	MAINTENANCE OF TRAFFIC	LS	\$1,000.84	1	\$1,000.84
110 1 1	CLEARING & GRUBBING	AC	\$2,356.00	3.19	\$7,515.64
160 4	TYPE B STABILIZATION	SY	\$9.22	2495	\$23,003.90
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	\$37.63	816	\$30,706.08
285706	OPTIONAL BASE, BASE GROUP 6	SY	\$17.00	2495	\$42,415.00
334 1 13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C 1"	TN	\$168.28	135	\$22,717.80
0337 7 80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	TN	\$245.00	251	\$61,470.50
0520 2 4	CONCRETE CURB, TYPE D	LF	\$39.35	1841	\$72,443.35
0520 3	VALLEY GUTTER- CONCRETE	LF	\$40.24	1942	\$78,146.08
522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	\$60.94	42	\$2,559.48
527 2	DETECTABLE WARNINGS	SF	\$37.69	48	\$1,809.12
0700 1111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	\$470.76	10	\$4,707.60
0700 1112	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 12.0-20.0 SF	EA	\$1,455.48	25	\$36,387.00
0700 1600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	EA	\$36.56	20	\$731.20
0705 11 1	DELINEATOR, FLEXIBLE TUBULAR	EA	\$114.19	30	\$3,425.70
0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS/LS	\$7,909.00	1	\$7,909.00
0710 11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6	GM	\$2,242.21	0.00346	\$7.76
711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	\$2.82	1236	\$3,485.52
711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	\$5.38	796	\$4,282.48
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	\$2,045.33	0.00709	\$14.50
0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	\$123.15	32	\$3,940.80
0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	\$68.39	24	\$1,641.36
0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6	GM	\$5,025.93	0.01551	\$77.95
920714100	GREEN-COLORED PAVEMENT MARKINGS, BIKE LANE	SF	\$11.91	4939	\$58,823.49
TOTAL					\$469,222.15
DESIGN (20%)					\$93,844.43
POST DESIGN (9%)					\$42,229.99
MOBILIZATION & MOT (15%)					\$70,383.32
CONTINGENCY (10%)					\$46,922.22
CEI (15%)					\$70,383.32
GRAND TOTAL					\$792,985.44





REVISIONS	
DATE	DESCRIPTION

EGRET LAKES CIRCLE VENETIAN ISLES COMMUNITY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	MIAMI-DADE	

**RECOMMENDED IMPROVEMENTS
AT EGRET LAKES CIRCLE**

FIGURE
8

SUSERS

SDATES STIRES SMODELNAMES

SFILES

AGREEMENT
(Storm Drain Maintenance – Class V Requirements)

THIS AGREEMENT is made and entered into this 19th day of February, 2025, by and between:

VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated wholly within unincorporated Miami-Dade County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“District”);

and

RAPTOR VAC-SYSTEMS, INC., a Florida corporation, having as its business and mailing address at 4122 NE 22 Court, Homestead, Florida 33033 (the “Contractor”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District has determined that it is necessary to provide certain cleaning, maintenance, baffle removal and replacement and disposal services with respect to its storm drain structures and pipes within the boundaries of the District that constitute an essential part of the stormwater management system of the District and associated reporting requirements in accordance with Miami-Dade County Department of Regulatory and Economic Resources Class V Dewatering Permit (hereinafter referred to as the “Services”); and

WHEREAS, the Contractor provided a Price Sheet, which sets forth the prices for the Services, as needed by the District, attached hereto as Exhibit A (the “Proposal”); and

WHEREAS, the Board of Supervisors of the District at its meeting of January 28, 2025, authorized the proper District officials to enter into this Agreement with Contractor authorizing Contractor to perform the Services as described in the Proposal, on an as needed basis and as set forth herein, in an amount not to exceed **SIXTEEN THOUSAND AND 00/100 (\$16,000.00) DOLLARS**, inclusive of permit costs; and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Project as assigned by the District Manager of the District.

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, inclusive of the above referenced exhibit, into and form a material part of this Agreement.

SECTION 2. SERVICES.

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the exhibits attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement, industry standards and Miami-Dade County Department of Regulatory and Economic Resources Class V Dewatering Permit (the "Permit").

C. Contractor is authorized to be the agent for the District to apply for the Permit (duration of Permit to be for one (1) year). Contractor shall comply with all requirements of the Permit, including, but not limited to, obtaining the Permit prior to commencement of the Services, description of which portion of the infrastructure is proposed to be cleaned, description of the equipment proposed to be used for cleaning activities, standard operation procedure describing the dewatering operations for the cleaning, details and specifications on required pre-treatment system (devices) if dewatering effluent will be discharged back into the same stormwater infrastructure, or if a filter is proposed as part of the treatment system, provide information on how the filtrate will be collected, transported, and disposed of, details for authorized facility where solid content of vector truck will be transported, visual inspection of drainage structure and content for signs of contamination, and proper use of authorized vacuum/vector equipment.

D. Contractor shall report to the District Manager or his or her designee and provide District Manager will all reporting provided to Miami-Dade County associated with the Permit.

E. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete the Services in accordance herewith and with the conditions and prices as stated herein in accordance with the Permit.

F. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work associated with the Services in a substantial and workmanlike manner.

G. Contractor shall perform all the work and labor pursuant to this Agreement.

H. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the Services.

I. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his or her own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

J. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

K. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

SECTION 3. COMPENSATION. District agrees to compensate the Contractor in an amount set forth in the Proposal for the Services performed by the Contractor. District shall be responsible for all Permit costs. Payment will be made upon completion of the work necessary to complete the Services as directed by the District in writing and after the Services have passed final inspection by the District, the County, and any other applicable permitting agencies, and after the District has been reimbursed by the Contractor for any damages incurred by the District caused by the Contractor, its subcontractors, agents, and employees. If the District has not been reimbursed by the Contractor for such damages after fifteen (15) days notice of such damages, the District is authorized to withhold the damage amount from the Payment to Contractor. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with this payment schedule. This provision supersedes any payment schedule or plan set forth in the Proposal.

SECTION 4. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

SECTION 5. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 6. TERM. This Agreement shall commence upon signature, and unless otherwise terminated in accordance with this Agreement, the initial term of the Agreement shall be one (1) year, from the issuance of the Permit. If the Services are no longer needed, this Agreement shall immediately terminate upon notice from the District to the Contractor.

SECTION 7. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless District, its officers, agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property to the extent caused in whole or in part by any negligence, act, omission, or default of the Contractor, its agents, servants or employees arising from this Agreement or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and

distinct from the other. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

C. The Contractor acknowledges that the District is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes, that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statutes, and that the District is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing in this Agreement is intended or should be construed as a waiver of the doctrine of sovereign immunity or the protections, immunities and limitations of liability afforded the District pursuant to Section 768.28, Florida Statutes.

D. This indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

SECTION 8. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 9. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 10. CANCELLATION; TERMINATION. The District shall also have the right to cancel/terminate this Agreement (1) for convenience at any time and without any liability therefor; and (2) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure the cure the non-compliance.

Upon the effective date of the termination and except as otherwise directed, the Contractor shall:

- A. Cease the performance of all Services under this Agreement; and
- B. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portion of the Services under this Agreement as is not terminated; and
- C. Terminate all orders and subcontractors, effective on the termination date, to the extent that they relate to the performance of Services terminated by the notice of termination; and
- D. Complete performance of the Services through the effective date of termination; and
- E. Take such action as may be necessary or as the District may direct, for the protection and preservation of property related to this Agreement, which is in the

possession of the Contractor and in which the District has or may acquire an interest; and

- F. Deliver to District releases and satisfactions of liens for all labor, materials, and supplies provided prior to the termination date; and
- G. Prior to the termination date, take all other necessary action to transfer or coordinate the transfer of the Services to the District or the District's new provider of such Services, including but not limited to the change of contractor on the Permit.

The total sum to be paid to the Contractor upon termination shall not exceed the amount due to Contractor pursuant to Agreement for any completed Services. The fair value, as determined by the District, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District, shall be removed from and excluded from any amounts due and payable to the Contractor.

SECTION 11. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

- 1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

- 2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Venetian Isles Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 12. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform the Services under this

Agreement. Contractor shall keep District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not satisfy or pay such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement and applicable law, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 13. REMEDY FOR DELAY.

A. In the event of any delay in the Services caused by any act or omission of the District, its agents or employees, by delays in any applicable entity or agency's permitting/approval of the Services, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Services.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(s) IN THE SERVICES.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by U.S. Certified Mail, Return Receipt Requested, postage prepaid, or by overnight delivery service, to the parties, as follows:

A. If to District: **Venetian Isles Community Development District**
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: **Billing, Cochran, Lyles, Mauro & Ramsey, P.A.**
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

B. If to Contractor: **Raptor Vac-Systems, Inc.**
4122 NE 22 Court
Homestead, Florida 33033
Attention: President

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. 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 in this Agreement.

SECTION 15. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this contract be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 16. 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 17. AMENDMENT. 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 of the parties hereto.

SECTION 18. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 19. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 20. CONFLICTS. In the event of a conflict between any provision(s) of this main Agreement instrument and the terms and conditions of Exhibit A then this main Agreement instrument shall control.

SECTION 21. ACCEPTANCE OF PROPOSAL. District's acceptance of the Contractor's Proposal set forth in Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the services set forth therein.

SECTION 22. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Miami-Dade County, Florida.

SECTION 23. PUBLIC RECORDS.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. 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 AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922 EXT. 238
EMAIL: BBARBA@SDSINC.ORG**

SECTION 24. SCRUTINIZED COMPANY CERTIFICATION. Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:
 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
 2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or

- b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

SECTION 25. RESPONSIBLE VENDOR DETERMINATION. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

SECTION 26. CONVICTED VENDOR LIST. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

SECTION 27. EXAMINATION OF SITE. Contractor agrees that it shall be held responsible for having examined the site(s) and the location of all proposed work associated with the Services and has satisfied itself from personal knowledge and experience or professional advice as to the character, condition, location of the site, roads, sidewalks and paved paths, ground surface, pipes, drainage system, and other conditions surrounding and affecting the Services, and any physical characteristics of the job, in order that all costs pertaining to the Services have been included in the compensation set forth herein.

SECTION 28. PROTECTION OF PROPERTY AND PUBLIC.

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the work provided pursuant to this Agreement. Contractor shall

make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the work is being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 29. ANTI-HUMAN TRAFFICKING AFFIDAVIT. Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

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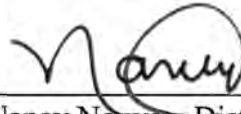
IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**VENETIAN ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Armando Silva

Secretary/Assistant Secretary



Nancy Nguyen, District Manager signing on behalf of the Chair pursuant to motion authorizing signature, at a meeting of the Board of Supervisors on January 28, 2025

19th day of February, 2025

WITNESSES:

~~_____
[PRINT NAME OF WITNESS]~~

~~_____
[PRINT NAME OF WITNESS]~~

CONTRACTOR:

**RAPTOR VAC-SYSTEMS INC.,
a Florida corporation**



By: _____
Title: Julian Romero

21 day of February, 2025

EXHIBIT A

PROPOSAL

Raptor Vac-Systems, Inc.

Price Sheet

Venetian Isles CDD 15355 Egret Lakes Cir, Miami, FL 33185

Improvement/Item Type	Unit Price
Catch Basin/Manhole Cleaning	\$110.00
Baffle Removal/Reinstall	\$150.00
Pneumatic plug Install/Removal (12" to 24" plug included, larger sizes, same install rate plus rental price).	\$150.00
Baffle Replacement (New one, Install Included)	\$500.00
3" Water Pump and Hoses (Daily)	\$250.00
Truck Load (Disposal tickets to be provided)	\$200.00
Mobilization (Daily)	\$400.00
Dewatering Storm Drain Filter	\$150.00/each
Support Pick Up Truck (Daily)	\$100.00
6" Vacuum Hose for Open Space Area Structures (Daily)	\$200.00 (up to 150LF)

Pipeline Improvements Cleaning	Price per Linear Foot		
Description	Light Duty	Medium Duty	Heavy Duty
12" Pipe Cleaning	\$1.00	\$1.25	\$1.50
15" Pipe Cleaning	\$1.00	\$1.50	\$2.50
18" Pipe Cleaning	\$1.00	\$1.75	\$2.75

Pipeline Improvement CCTV Inspection	Price per Linear Foot
All size(s) Pipeline	\$1.50
Mobilization (Daily)	\$350.00

Permitting	Price
Class V Permit Running	\$0.00
Class V Permit Cost*	\$2,150.00
Reports Completion and Submission Per Occurance	\$0.00

Note: Submittal and processing to be conducted by Raptor Vac as courtesy to District.

*All Miami-Dade County costs to be paid by District.









VI Agmt Class V Permit Drain Maintenance - Raptor Vac 2025

Final Audit Report

2025-02-21

Created:	2025-02-19
By:	Nancy Nguyen (nnguyen@sdsinc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA13NDZqCGuyGRengPxA9OVgfup_EBthTg

"VI Agmt Class V Permit Drain Maintenance - Raptor Vac 2025" History

-  Document created by Nancy Nguyen (nnguyen@sdsinc.org)
2025-02-19 - 3:01:24 PM GMT
-  Document emailed to Armando Silva (asilva@sdsinc.org) for signature
2025-02-19 - 3:01:42 PM GMT
-  Email viewed by Armando Silva (asilva@sdsinc.org)
2025-02-19 - 4:58:34 PM GMT
-  Document e-signed by Armando Silva (asilva@sdsinc.org)
Signature Date: 2025-02-19 - 5:00:03 PM GMT - Time Source: server
-  Document emailed to Julian Romero (operations@raptorvac.com) for signature
2025-02-19 - 5:00:05 PM GMT
-  Email viewed by Julian Romero (operations@raptorvac.com)
2025-02-19 - 5:00:11 PM GMT
-  Document e-signed by Julian Romero (operations@raptorvac.com)
Signature Date: 2025-02-21 - 1:13:59 PM GMT - Time Source: server
-  Agreement completed.
2025-02-21 - 1:13:59 PM GMT

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: February 10, 2025

RE: Stormwater system legal requirements update

As district counsel, throughout the year we continuously monitor state legislation and municipal and county ordinances that may be applicable to the governance and operation of our special district clients. Below is a summary of the current stormwater system requirements for Miami-Dade County, Florida (which include requirements imposed statewide by the Florida legislature, requirements for systems within the jurisdiction of the South Florida Water Management District (SFWMD), and requirements exclusive to Miami-Dade County imposed by county ordinances). We suggest that you review the legal requirements with the district engineer of each special district to ensure that appropriate inspections, reporting and funding for the applicable stormwater management system are in place.

2021 Requirements for Districts with Stormwater Systems:

In 2021, the Florida legislature created Section 403.9302, Florida Statutes, which required that local governments, including special districts, develop a 20-year needs analysis of the stormwater management system. This required each special district to provide a report no later than June 30, 2022, to the county in which the special district was located providing the following:

- (1) Description of stormwater management program or system and its facilities and projects;
- (2) Number of current and projected residents served in 5-year increments;
- (3) Current and projected service area for stormwater management program and system;
- (4) Current and projected costs of providing services in 5-year increments;
- (5) Estimated remaining useful life of facility or its major components;
- (6) Recent 5-year history of annual contributions and capital expenditures for maintenance or expansion; and
- (7) Special district's plan to fund the maintenance or expansion of the facility or its major components.

Each county was required to compile and submit a cumulative report to the state. Thereafter, the state issued a comprehensive report on its findings. Unless a further change in state legislation occurs, each special district must submit this stormwater management needs report again on **June 30, 2027**.

New Requirements for Districts with Stormwater Systems:
Chapter 2024-275, Laws of Florida

During this past legislative session, the state enacted Chapter 2024-275, effective June 28, 2024, known as the Florida Stormwater Ratification Bill, which codified several significant changes to the Environmental Resource Permit Handbook promulgated by the Florida Department of Environment Protection (FDEP) (the “FDEP Handbook”).

Operation and Maintenance Plan:

As it relates to stormwater management systems, the FDEP Handbook requires that an applicant for construction, alteration or operation of a stormwater management system shall provide a written operation and maintenance plan (“O&M Plan”) at the time of application. The O&M Plan shall provide the following:

- (1) List and details of all stormwater system components, including location, type, how systems connect, etc.;
- (2) List and description of maintenance and inspection tasks for the system and its components (specific procedures provided);
- (3) Regular inspection and maintenance schedules;
- (4) Inspection checklists;
- (5) Copies of or references to pertinent sections of covenants, conditions, restrictions or other documents, permits approvals, and agreements that govern operation and maintenance of the stormwater system; and
- (6) Permitted or as-built plans of the stormwater system.

The O&M Plan must also include a list of after-hours telephone numbers for key maintenance personnel in case of emergencies and information necessary for reviewing copies of maintenance and inspection records. This O&M Plan must be maintained by the operation and maintenance entity, and if a third party performs the operation and maintenance, the permittee remains responsible for all the requirements.

Additional Inspections and Reports – Florida Requirements:

The new legislation also requires additional inspections and reports from districts with stormwater infrastructure. The FDEP Handbook provides that the applicant may propose a maximum frequency of inspections for a stormwater system of **5 years**, but FDEP may determine that the stormwater system requires a greater minimum frequency of inspections and includes a chart of the type of system and the inspection frequency for that system, which could require yearly inspections. The stormwater management system inspections conducted on or after **June 28, 2025**, require a qualified inspector to conduct the inspection and submit the reports. FDEP also has adopted additional requirements for each regional water management district, including the South Florida Water Management District (SFWMD). These additional requirements, including the inspection checklist, are available on SFWMD’s website (www.sfwmd.gov), which provides for the reporting requirements and signature of the inspector. The inspection report shall be submitted within **30 days** of the date of the inspection.

Transfer of Permits for Stormwater Management Systems:

Based on this new legislation and the requirements for permit applications, prior to the acceptance of the transfer of any permit for the stormwater management system, the district manager should obtain the O&M Plan from the developer and confirm that the above requirements have been met. Additionally, the district manager will need to budget for the required inspections and reporting by a qualified inspector.

New Requirements for Districts located in Miami-Dade County

Additional Inspections and Reports – Miami-Dade County Requirements:

In Miami-Dade County, the County Commission enacted an ordinance imposing new stormwater management reporting and inspection requirements which commence **3 years** after adoption of the ordinance (**September 4, 2027**). These new ordinance amendments require owners and operators of stormwater management systems that connect to or drain into a public right-of-way drainage infrastructure to certify the stormwater system and submit an asset inventory of the stormwater system and structures, inspections/maintenance records, and maintenance standard operating procedures to the County. After the first certification, the stormwater management system will need to be certified every **10 years thereafter**, unless the County determines an earlier recertification is required.

If the requirements above apply to the special district, the district manager should discuss with the district engineer the anticipated costs of certifying the stormwater system, including the asset inventory of the structures, maintenance standard operating procedures and maintenance report formats to comply with the new County requirements.

Miami-Dade County Class V Dewatering Permits:

Additionally, the Miami-Dade County Commission amended the code of ordinances to require **Class V permits** for dewatering operations associated with the cleaning and maintenance of stormwater management systems. Dewater means to discharge either on- or off-site water from an excavation, underground structure, or depressed lands, which includes the cleaning of stormwater infrastructure systems in the special districts. Presently, a special district, or its contractor, will need to apply for and obtain a permit from Miami-Dade County Department of Environmental Resource Management (DERM) prior to the stormwater cleaning. Previously, the special district did not have to obtain a permit from DERM to perform stormwater structure cleaning. There are multiple costs involved, which vary depending upon the length of time of the permit. According to the information provided by DERM, the fee for a one-year permit is \$2,150, as provided on the permit application form. The permit must be issued before work commences, otherwise there will be fines equal to double the permit cost imposed by Miami-Dade County. It is imperative that the permit be issued, and that this requirement is included in the agreement with a contractor. There are also other requirements that the contractor will need to adhere to as a part of the cleaning of the stormwater system under the permit, including, but not limited to, a description of the portion of the infrastructure to be cleaned, the equipment to be used for cleaning,

the standard operating procedure for the cleaning, details and specifications of required pre-treatment system if discharged into same stormwater infrastructure, information on how the filtrate will be collected, transported, and disposed of, details for the authorized facility where the solid content of the truck will be transported, visual inspection of the drainage structure and content for signs of contamination, and proper use of the equipment.

Recommendation

Taking all of these current and new requirements into account, it would benefit the special district for the district engineer to review the current stormwater management systems, including having the district engineer make a determination of: whether mapping is required to identify the location of the stormwater infrastructure, the current condition of the infrastructure, the required maintenance of the system, a maintenance plan, the estimate for the future needs of the stormwater system as a whole and the estimated costs for the regular maintenance (including permit costs) and future capital costs.

DETAILED FINAL BUDGET
VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
REVENUES				
Administrative Assessments	65,993	65,058	65,219	Expenditures Less Interest & Carryover (\$20,080)/.94
Maintenance Assessments	92,363	92,362	92,362	Expenditures & Carryover (\$50,000)/.94
Debt Assessments	344,404	344,402	344,212	Bond Payments/.94
Other Revenues	0	0	0	
Interest Income	12,079	540	840	Interest Projected At \$70 Per Month
TOTAL REVENUES	\$ 514,839	\$ 502,362	\$ 502,633	
EXPENDITURES				
MAINTENANCE EXPENDITURES				
Aquatic Maintenance - Lake Tracts - Herbicides	9,986	9,800	9,800	No Change From 2023/2024 Budget
Aquatic Maintenance - Lake Tracts - Grass Carps	0	1,500	1,500	No Change From 2023/2024 Budget
General Maintenance - Lake Tracts/Shoreline Restoration	0	16,000	16,000	No Change From 2023/2024 Budget
Drainage Structure Maintenance/Cleaning	9,130	6,000	6,000	No Change From 2023/2024 Budget
Roadway/Street Improvements - Repairs (Including Signs)	4,422	9,000	9,000	No Change From 2023/2024 Budget
Engineers Report/Inspections/Consulting	23,263	3,250	3,250	FY 22/23 Actual Includes Landshore Lakes Engineering Study
Field Operations Management	1,620	1,620	1,620	No Change From 2023/2024 Budget
Miscellaneous Improvement Projects	0	7,400	7,400	No Change From 2023/2024 Budget
Security Camera MTE/Cable/Monitoring	1,419	2,500	2,500	No Change From 2023/2024 Budget
Infrastructure Reserve Fund	0	15,750	15,750	No Change From 2023/2024 Budget
Pressure Cleaning	5,250	6,000	6,000	No Change From 2023/2024 Budget
Contingency (Maintenance & Storm Clean-up)	1,300	8,000	8,000	No Change From 2023/2024 Budget
Grounds Maintenance Contingency	0	0	50,000	Grounds Maintenance Contingency
TOTAL MAINTENANCE EXPENDITURES	56,390	86,820	136,820	
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees	1,600	6,000	5,000	Supervisor Fees
Payroll Taxes	122	460	383	Supervisor Fees *7.65%
Management	32,688	33,660	34,668	CPI Adjustment (Capped At 3%)
Secretarial	4,200	4,200	4,200	No Change From 2023/2024 Budget
Legal	9,665	9,000	9,000	No Change From 2023/2024 Budget
Assessment Roll	6,000	6,000	6,000	As Per Contract
Audit Fees	3,600	3,700	3,500	Accepted Amount For 2023/2024 Audit
Insurance	6,356	6,800	7,300	FY 23/24 Expenditure Was \$6,637
Legal Advertisements	372	700	2,000	Costs Will Increase Due To Closing Of The Miami Business Review
Web Site Admin, Payroll Services, Meeting Room Rental & Mileage	3,107	3,500	3,500	No Change From 2023/2024 Budget
Office Supplies, Postage & Mailings	605	1,450	1,400	\$50 Decrease From 2023/2024 Budget
Dues & Subscriptions	175	175	175	No Change From 2023/2024 Budget
Trustee Fee	3,548	3,550	3,550	No Change From 2023/2024 Budget
Continuing Disclosure Fee	350	350	350	No Change From 2023/2024 Budget
Administrative Contingency	0	1,200	1,200	No Change From 2023/2024 Budget
TOTAL ADMINISTRATIVE EXPENDITURES	72,388	80,745	82,226	
TOTAL EXPENDITURES	\$ 128,778	\$ 167,565	\$ 219,046	
REVENUES LESS EXPENDITURES	\$ 386,061	\$ 334,797	\$ 283,587	
Bond Payments	(328,550)	(323,738)	(323,559)	2025 P & I Payments Less Earned Interest
BALANCE	\$ 57,511	\$ 11,059	\$ (39,972)	
County Appraiser & Tax Collector Fee	(4,841)	(10,036)	(10,036)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(18,268)	(20,073)	(20,072)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 34,402	\$ (19,050)	\$ (70,080)	
Carryover From Prior Year	0	19,050	70,080	Carryover Balance From Prior Years
NET EXCESS/ (SHORTFALL)	\$ 34,402	\$ -	\$ -	



VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

Landscape Maintenance Costs

March 18, 2025

Landscape costs for CDD owned areas being maintained by the HOA

	Cost Per Service	Occurrence	Annual Cost
Mowing*	\$ 1,980.00	32	\$ 63,360.00
Detail Trimming	\$ 2,640.00	12	\$ 31,680.00
TOTAL			\$ 95,040.00

*Mowing was increased from 26 to 32 services effective January 1, 2025

Miscellaneous landscape costs (recommended for the health of the vegetation)

	Cost Per Service	Occurrence	Annual Cost
Tree Trimming	\$ 9,975.00	1	\$ 9,975.00
Palm Trimming	\$ 13,820.00	2	\$ 27,640.00
Palm Fertilization	\$ 3,800.00	1	\$ 3,800.00
TOTAL			\$ 41,415.00

\$7,050 Common; \$2,925 Sienna

Approx. 290 palms. 2 services are recommended

TOTAL CDD Annual Landscaping Costs	\$ 136,455.00
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