



**VENETIAN ISLES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING
AUGUST 26, 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 & PUBLIC HEARING
August 26, 2025
7:00 p.m.

- A. Call to Order
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- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. July 22, 2025 Regular Board Meeting.....Page 2
- G. Public Hearing
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 - 2. Receive Public Comments on Fiscal Year 2025/2026 Final Budget.....Page 10
 - 3. Consider Resolution No. 2025-03 – Adopting a Fiscal Year 2025/2026 Final Budget.....Page 17
- H. Old Business
 - 1. Update Regarding Flow of Traffic on Egret Lakes Circle (Caltran Engineering)
 - 2. Update Regarding Storm Drain Maintenance
 - 3. Update Regarding Arborist Report (Sienna Trees)
 - 4. Update Regarding Venetian Isles Master Assoc. ACC Report (Sienna).....Page 24
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- J. Administrative & Operational Matters
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- K. Board Member and Staff Closing Comments
- L. Adjourn

AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification | Order PO | Cols | Depth |
|-----------|--------------|-----------------------|----------|------|-------|
| 57917 | IPL0260128 | Legal Ad - IPL0260128 | | 1.0 | 71.0L |

ATTENTION: Venetian Isles Community Development District IP
2501A Burns Road
Palm Beach Gardens, FL 33410
larcher@sdsinc.org

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 August 26, 2025, 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 2025/2026 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 by email at nnguyen@sdsinc.org. 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
PUBLISH: MIAMI HERALD
08/06/25 & 08/13/25
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Aug 6,13 2025

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, the undersigned, who on oath says that he/she is Custodian of Records of 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.

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

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me on



**VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JULY 22, 2025**

A. CALL TO ORDER

District Manager Nancy Nguyen called the July 22, 2025, Venetian Isles Community Development District (the “District”) Regular Board Meeting to order at approximately 7:09 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, 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 and Gabriella Fernandez-Perez of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also in attendance was: Juan Calderon of Caltran Engineering

Also in attendance were the following District residents: Carlos Prieto, Harry Coleman, Michelle Coleman, Lizardo Casteleiro, Stephen Pineda, Eduardo Molieri, and Carlos Rosero.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Ms. Nguyen advised that she would like to add the following item to the agenda:

- New Business, Item 3. – Discussion Regarding Encroachment on Murano Lake Bank

The Board acknowledged Ms. Nguyen’s request.

Mr. Medina asked if there were any additions or deletions to the agenda from members of the public. There were no additions or deletions to the agenda from members of the public.

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

There were no comments from the members of the public.

Ms. Nguyen requested the Board’s approval to take the agenda out of order and discuss Old Business, Item 1. at this time, as a courtesy to their guest, Juan Calderon of Caltran Engineering. The Board acknowledged the request.

NOTE: Old Business, Item 1. Update Regarding Flow of Traffic on Egret Lakes Circle (Caltran Engineering) was discussed at this time.

F. APPROVAL OF MINUTES

1. May 27, 2025, Regular Board Meeting

Ms. Nguyen presented the minutes of the May 27, 2025, Regular Board Meeting and explained that she would like to make a change to the second paragraph of item D. as follows:

Change from “Carlos Prieto expressed his desire to serve on the Board” to “Carlos Prieto and Antonietta Azrak expressed their desire to serve on the Board. Mr. Prieto and Ms. Azrak provided the Board an introduction of themselves.”

Mr. Medina stated that he is in disagreement of the May 27, 2025 Meeting Minutes as they are presented. Mr. Medina inquired why his letter to Chairman Mattison, which was presented during the meeting is not included as an addendum to the May 27, 2025 Meeting Minutes. It was explained to Mr. Medina that the May 27, 2025 Meeting Minutes are summary minutes, and that a motion to add the letter as an addendum was not made by the Board members during the meeting. It was further explained that the letter is specifically referenced in the May 27, 2025 Meeting Minutes and is included as part of the District’s records. Mr. Medina asked for an explanation of interpretation of addendum and record. It was again explained that no motion was made by the Board members during the meeting to include the letter as an addendum, but it is included as part of the District’s records. It was further explained that if anyone wishes a copy of the letter, they may submit a records request to the District Manager to attain a copy of the letter. Mr. Medina stated that he is in disagreement and that the letter should be easily accessible to members of the public. Ms. Smoker asked if there was a motion to amend the May 27, 2025 Meeting Minutes to include Mr. Medina’s letter to Chairman Mattison as an addendum. No motion was made and the discussion continued.

Ms. Nguyen’s requested changes to the second paragraph of item D. were discussed. Mr. Medina asked why language regarding a vote to appoint Mr. Prieto was not included in the minutes. It was explained to Mr. Medina that there is only a vote if a motion is made and the motion is seconded. It was further explained that there was no motion to appoint Mr. Prieto to serve in the vacant seat, Seat 1. Mr. Medina requested that this be clarified on the May 27, 2025 Meeting Minutes.

Mr. Nguyen presented further changes to the second paragraph of item D. as follows:

Change from “Carlos Prieto expressed his desire to serve on the Board” to “Carlos Prieto and Antonietta Azrak expressed their desire to serve on the Board. Mr. Prieto and Ms. Azrak provided the Board an introduction of themselves. A motion was not made to appoint Mr. Prieto to the vacant seat.”

A discussion ensued, after which:

A **motion** was made by Mr. Mattison, seconded by Mr. Marquez to approve the May 27, 2025 Meeting Minutes as *amended* (change the second paragraph of item D. from “Carlos Prieto expressed his desire to serve on the Board” to “Carlos Prieto and Antonietta Azrak expressed their desire to serve on the Board. Mr. Prieto and Ms. Azrak provided the Board an introduction of themselves. A

motion was not made to appoint Mr. Prieto to the vacant seat.”). The motion passed 2 to 1 with Mr. Medina dissenting.

G. OLD BUSINESS

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

NOTE: As a courtesy to the District’s guest, this item was discussed after Item E. Comments from the Public for Items not on the Agenda.

Ms. Nguyen introduced Juan Calderon representing Caltran Engineering. Mr. Calderon stated that during the previous meeting, the Board requested that Mr. Calderon be in attendance to explain the Egret Lakes Circle proposed modification plans to the Board, provide images of other locations who have implemented something similar to the proposed Egret Lakes Circle modifications, and well as answer any questions from the Board and those in attendance. Mr. Calderon presented a handout which includes the Egret Lakes Circle modification cost estimates, images of similar projects, as well as a zoomed in detailed view of the proposed modifications to Egret Lakes Circle which include the addition of a bicycle lane and partial reduction of one of the travel lanes.

Mr. Calderon explained that during the planning process, his firm considered options that allowed all sections of the traffic circle to operate properly and have good functionality for emergency vehicles, residents of the community, and those who provide services to the residents of the community such as landscaping vehicles and delivery service vehicles. Additionally, Mr. Calderon explained that the locations of the speed bumps in the community were also reviewed. He went on to explain that these were installed a long time ago and since that time, the standards for speed bumps have changed. The current modification plans account for these speed bump standard changes.

Mr. Calderon stated that the plans call for the reduction from two 12’ travel lanes to one 15’ travel lane and the reduction of the swale between the sidewalk and travel lanes to allow room for the addition of a bicycle path. He further explained that the bicycle path will be 4” below the sidewalk and will measure 10’ wide and will have a 2’ wide mountable/beled curb. He stated that the beled curb will allow emergency, landscaping, and delivery vehicles to temporarily park on the bicycle path, while still allowing traffic flow on the travel lanes. He stated that this is not a new concept and has been used in Miami-Dade County. He stated that there is currently a proposed plan to implement this type of bicycle path in Sunny Isles. It was noted that one of the reasons why these modifications are being contemplated is to prevent the illegal flow of traffic on Egret Lakes Circle while simultaneously enhancing the function of the circle.

Mr. Medina informed those in attendance that the modifications being contemplated for 157th Avenue include bicycle lanes, and it would be advantageous to implement bicycle lanes in the Venetian Isles community that can connect to the improvements on SW 157th Avenue. He further explained that the District is currently contemplating the resurfacing of District owned roads and it would be advantageous to review any possible modifications simultaneously. Mr. Medina opined that including a bicycle path in the community that connects to the bicycle path on SW 157th Avenue may increase property values.

Mr. Calderon explained the process to making modifications. He stated that every project goes through four phases. Those phases are the feasibility and permitting phase, the design phase, the construction phase, and the final permit approval phase. The possibility of attaining grants to fund the

project were discussed. Mr. Calderon recommending using the Districts close proximity to schools as a vantage point of attaining grants.

The Board discussed their desire to attain resident input on these discussions. Mr. Calderon stated that one of Miami-Dade County's (the "County") permit process requirement is to attain a certain degree of support from the community. He recommended that the Board proceed with the submission of the concept plans to the County and through that process the County will request that polling of the residents be performed.

Mr. Medina recommended that District moves forward with presenting the concept to Miami-Dade County to proceed with submitting

The Board consensus is to proceed with presenting the concept to the County at a cost of approximately \$80. Mr. Mattison asked Mr. Calderon to try to attain the plans for SW 157th Avenue. Mr. Calderon acknowledged the Board's request.

A **motion** was made by Mr. Medina, seconded by Mr. Mattison and unanimously passed authorizing Caltran Engineering to move forward with presenting the Egret Lakes Circle concept to Miami-Dade County.

At approximately 7:53 p.m., Mr. Calderon thanked the Board for their time and excused himself from the meeting.

Mr. Lizardo Casteleiro inquired about an extension of the sidewalk instead of the addition of a bicycle path. It was explained to Mr. Lizardo that his opinion and the opinion of other residents will be taken into consideration.

NOTE: At this time, item F. Approval of the Minutes was discussed.

2. Discussion Regarding Storm Drain Maintenance

Ms. Nguyen advised that the Bellagio Phase II stormwater system drainage pipe cleaning and the cleaning of 54 stormwater system structures throughout the District has been completed. She further explained that the contractor and District Engineer recommend that the remaining stormwater system drainage pipes in Bellagio be cleaned. Ms. Nguyen informed the Board that the cost to clean the remainder of the stormwater system drainage pipes in Bellagio will be approximately \$10,702. Ms. Nguyen requested the Board's authorization to proceed with the cleaning of the remaining stormwater system drainage pipes in Bellagio.

A **motion** was made by Mr. Mattison, seconded by Mr. Marquez and unanimously passed to proceed with the Bellagio Phase III stormwater system drainage pipe cleaning in an amount of \$10,702.

Ms. Nguyen presented the Bellagio Phase II stormwater system pipe cleaning report. Mr. Molieri asked why the fabric presented in the report was not removed. Ms. Nguyen explained that the fabric installations serve to prevent debris from entering the pipes. She further noted that removing the fabric could result in debris flowing into the piping system and counteracting the intended purpose of the pipe cleaning efforts. Ms. Nguyen will discuss this question with the District Engineer and contractor.

H. NEW BUSINESS

1. Discussion Regarding Raised Driveway Apron due to Tree Roots (Sienna)

Ms. Nguyen explained that she was contacted by Harry Coleman, a homeowner in the Sienna subdivision regarding raised pavers on his driveway apron/approach caused by the District's tree roots. Ms. Nguyen explained that in the past, the District has only addressed tree roots when they are causing trip hazards on District owned infrastructure. She further explained that this particular tree root system is not causing any trip hazard on the District owned sidewalk. Ms. Nguyen stated that Mr. Coleman is present and would like to address the Board. Mr. Coleman introduced himself and stated that his concern is that if he performs any repairs on his driveway approach/apron, he will continue to experience the same issue in the future as the tree root system grows. Mr. Coleman asked the Board to consider removing the tree.

It was explained that trees are protected in Miami-Dade County (the "County") and cannot be removed without a permit. An arborist report needs to be submitted to the County with the tree removal permit application. Mr. Medina asked the HOA Board Directors in attendance, President Carlos Rosero and Vice President Lizardo Casteleiro, if they would consider adding this District tree to the Venetian Isles Master Association (the "HOA") arborist report schedule. Mr. Rosero approved adding this District tree to the HOAs arborist report schedule. Mr. Rosero left the meeting shortly after this approval.

Mr. Coleman recommended that an inspection of all trees in the Sienna subdivision be performed. The Board agreed and asked the HOA Vice President Lizardo Casteleiro if he would approve the addition of all District owned trees in the Sienna subdivision to the HOA's arborist report schedule. Mr. Lizardo approved the addition of all District owned trees in the Siena subdivision to the HOA's arborist report schedule.

2. Discussion Regarding Venetian Isles Master Association – ACC Report (Sienna)

Ms. Nguyen presented the Venetian Isles Architectural Control Committee (ACC) Sienna subdivision report. Ms. Nguyen stated that she received this report from the HOA ACC and explained that the items being requested in the report pertain to the either the District, HOA, or County. Ms. Nguyen advised that some of the items in the report that pertain to the District have been extensively discussed in the past, such as the addition of vehicular gates. Ms. Nguyen explained that between 2014 and 2016, the District Board discussed the addition of vehicular gates. After discussion and review, it was determined by engineers that the addition of a vehicular gate was not feasible due to the lack of sufficient space. Ms. Nguyen stated that some additional items being requested are the addition of a dog park, playground, and paved area with benches. Ms. Nguyen advised that should the District Board decide to move forward with the requests, the District Engineer will need to review the items being requested on the report to determine the possibility of adding the infrastructure. Ms. Smoker added that a determination needs to be made if the District has recreational powers. She further advised that if the District does not have recreational powers, then a petition to amend the District's powers would need to be submitted to the County.

Ms. Nguyen asked the Board if they authorize her to start the necessary conversations with the HOA and engineer to review the items on the report. The Board consensus is to authorize Ms. Nguyen to commence discussing the items in the ACC report with the HOA and engineer.

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

3. ADD-ON: Discussion Regarding Encroachment on Murano Lake Bank

Ms. Nguyen explained that Mr. Medina brought an encroachment on the Murano lake bank to her attention. Ms. Nguyen stated that this encroachment will be handled the same as past encroachments; a letter will be sent to the homeowner requesting that the encroachment be removed and the District land be returned to its original condition. The Board discussed the removal of the encroachment by the District without sending a request to the homeowner. It was agreed that a letter will be sent to the homeowner and should the homeowner deny fault or refuse to remove the encroachment, Ms. Nguyen should move forward with the removal.

A **motion** was made by Mr. Medina, seconded by Mr. Mattison, and unanimously passed authorizing the District Manager to remove the encroachment on the southeast corner of the Murano lake bank.

I. ADMINISTRATIVE & OPERATION MATTERS

1. Discussion Regarding Legal Advertisements (Miami-Dade County ILA)

Ms. Nguyen explained that she would like to discuss the District's required publications, and the costs associated with them. Ms. Nguyen stated that due to the closing of the Miami Daily Business Review, the District has had to advertise in The Miami Herald. Ms. Nguyen further explained that a standard publication costs approximately \$800 with The Miami Herald. Ms. Nguyen explained that this prompted her office to seek an alternative option for publications. Ms. Nguyen explained that it has been determined that advertising on the County's website meets Florida Statutes requirements and the County's attorney has authorized entering into an Interlocal Agreement with Community Development Districts.

A **motion** was made by Mr. Mattison, seconded by Mr. Medina and unanimously passed authorizing the District Manager to execute any documents, including an Interlocal Agreement, on behalf of the Chair.

J. BOARD MEMBERS & STAFF CLOSING COMMENTS

Ms. Nguyen asked the Board if there were any closing comments. There were no comments from the Board or District Staff.

Ms. Nguyen asked if there were any comments from members of the public.

Mr. Prieto stated that he would like to address Mr. Mattison regarding his voting actions during previous meetings. Mr. Prieto noted that he has regularly attended past meetings and has expressed his interest in serving on the Board whenever a vacancy was available. Mr. Prieto recalled that although motions to appoint him to the vacancy were made by other Board members, Mr. Mattison has consistently voted against his appointment. Mr. Prieto requested an explanation from Mr. Mattison regarding his voting decisions.

Mr. Mattison responded that he is not obligated to explain his voting actions. He further stated that he has voted against Mr. Prieto's appointment on several occasions and he would not subject himself to potential liability solely because Mr. Prieto is requesting an explanation.

There were not additional comments from members of the public.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Mattison, seconded by Mr. Marquez and passed unanimously adjourning the Regular Board Meeting at approximately 9:29 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification | Order PO | Cols | Depth |
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2501A Burns Road
Palm Beach Gardens, FL 33410
larcher@sdsinc.org

Notice of Public Hearing
and
Regular Board Meeting of the
Venetian Isles Community
Development District

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MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, the undersigned, who on oath says that he/she is Custodian of Records of 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.

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

2.0 insertion(s) published on:
08/06/25 Print, 08/13/25 Print

[Print Tearsheet Link](#)

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Sworn to and subscribed before
me on



From: [Giustina Giordano Nappi](#)
To: [Nancy Nguyen](#)
Subject: 15100 sw 27 street Miami Fl 33185. Venetian Isles
Date: Tuesday, August 5, 2025 3:31:22 PM
Importance: High

Dear Community

I am Giustina Giordano, I have been the owner of this property since 2004. We suppose to pay CDD only for 20 years. I got a letter from you yesterday August 4, 2025. I am disagree about the proposed administrative assessment. I tried to get in touch with you but it was impossible.

Please call me back at 305-8123230

Thank you,
Giustina Giordano

From: [Gina Garcia-Jimenez](#)
To: [Nancy Nguyen](#)
Subject: Subject: Formal Objection to Proposed Non-Ad-Valorem Assessment for FY 2025/2026
Date: Friday, August 8, 2025 8:45:12 PM

To: Nancy and the Board of Supervisors

Venetian Isles Community Development District

Dear Nancy and Members of the Board,

I am writing to formally submit my written objection to the proposed Non-Ad-Valorem assessment for the fiscal year 2025/2026 for the Venetian Isles Community.

As a homeowner, I am already subject to an existing assessment through the Homeowners Association (HOA), and I believe that now is not an appropriate time to impose an additional financial burden on residents.

Please consider this email as my official written objection for the record.

Thank you,

Georgina Garcia-Jimenez & Tania Garcia
3065 SW 155 Ave
Miami, FL 33185

From: [greg chonillo](#)
To: [Nancy Nguyen](#); [Gloria Ramirez](#)
Subject: VENETIAN ISLES OWNER GLORIA RAMIREZ 3105 SW 155 AVE MIAMI FLORIDA 33185
Date: Monday, August 11, 2025 11:35:10 AM

To whom it may concern:

We are in receipt of your letter dated July 25, 2025 regarding the additional assessment. I am the owner of 3105 SW 155 Ave Miami Florida 33185 located in Venetian Isles. I am writing this to object to the \$1392.61 potential assessment as we are no in favor.

--

Sincerely,

Greg Chonillo, Esq.

Chonillo Law Group, LLC.
121 Alhambra Plaza, Suite 1500
Coral Gables, FL 33134
Telephone: (954)465-9316
Fax: (888) 974-3182

This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary, attorney work-product or attorney-client privileged. If this information is received by anyone other than the named and intended addressee(s), the recipient should immediately notify the sender by E-MAIL and by telephone at the phone number of the sender listed on the email and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

CIRCULAR 230 DISCLAIMER: This communication does not constitute a “covered opinion” as such term is defined within Circular 230, and does not comply with the requirements for a “covered opinion.” We have not conducted, nor have we been asked to conduct, that type of analysis in this communication. To ensure compliance with requirements imposed by the IRS, we must inform you that any U.S. federal tax advice contained in this communication (including any documents or items appended herein) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

From: [Jorge Netto](#)
To: [Nancy Nguyen](#)
Subject: Venetian Isles CDD Proposed Non-Ad Valorem increase
Date: Monday, August 11, 2025 2:32:26 PM

Pursuant to your letter dated 7/25/2025 regarding a proposed non-ad valorem increase to all residential units of the Venetian Isles CDD, I am filing my written objection.

Thank you.

Jorge L Netto
15282 SW 30th Terrace
Miami, FL 33185
Folio # 30-4916-024-0020

Sent from my iPhone

From: [A.Q.C](#)
To: [Nancy Nguyen](#)
Subject: Objection to CDD tax increase at Venetian Isles Master Assoc.
Date: Monday, August 11, 2025 6:02:32 PM

Hello,

I would like to know why I am not receiving CDD notices in the mail at 3055 SW 153 Path Miami, FL 33185. I Andres, am the homeowner there.

Please put me on the mailing list, as my neighbors showed me a recent letter dated July 25 talking about a CDD tax increase for about \$500 and a meeting at the clubhouse on August 26, 2025.

I am also formally letting you know I am against any increase in the CDD Tax, because it doesn't seem worth the added expense for what the community will be receiving. I don't know why just sidewalk and sewer maintenance would need such a drastic increase in the tax. Seems like mismanagement and failing to budget properly.

Lastly, I would like to know how long is the CDD bond for? I thought it was only for 30 years and then the CDD tax goes away. How does it work?

Thank you for taking time to answer these questions.

Andres Q. homeowner at Venetian Isles HOA community 33185

From: [LIZARDO CASTELEIRO](#)
To: [Nancy Nguyen](#)
Subject: Formal Objection to Proposed Non-Ad-Valorem Assessment for FY 2025/26
Date: Monday, August 11, 2025 7:09:19 PM

Dear Nancy and Members of the Board,

I am writing to formally submit my written Objection to the Proposed Non-Ad-Valorem assessment for the fiscal year 2025/26 for the Venetian Isles Community.

As a homeowner, I am already subject to an existing assessment through our HOA and I do not agree to another additional assessment at this time. The additional assessment will impose a financial burden on all residents.

Please consider this email as my official Objection for the record.

From: [Robert Stewart](#)
To: [Nancy Nguyen](#)
Subject: 3125 SW 155 Ave
Date: Sunday, August 17, 2025 12:42:00 PM

Subject: Formal Objection to Proposed Non-Ad-Valorem Assessment

Dear Nancy and Members of the Board of Supervisors,

I am writing to formally and respectfully register my objection to the proposed Non-Ad-Valorem assessment for the 2025–2026 fiscal year for the Venetian Isles Community.

As a homeowner, I already contribute through ongoing assessments to the Homeowners Association (HOA). The introduction of an additional assessment at this time imposes an undue and disproportionate financial burden on residents. Given the current economic climate and the obligations already in place, this proposal is neither reasonable nor justified.

Accordingly, I request that this correspondence be recorded as my official written objection. I strongly urge the Board to reconsider moving forward with the proposed assessment.

Sincerely,

Robert and Marlane Stewart

3125 SW 155 Ave

Miami, Florida 33185

RESOLUTION NO. 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2025/2026 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 2025/2026 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 2025/2026 attached hereto as Exhibit “A” is approved and adopted, and the assessments set forth therein shall be levied.

Section 2. 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 26th day of August, 2025.

ATTEST:

**VENETIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Venetian Isles Community Development District

**Final Budget For
Fiscal Year 2025/2026
October 1, 2025 - September 30, 2026**

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FINAL BUDGET
VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

| | FISCAL YEAR 2025/2026 BUDGET |
|---|---|
| REVENUES | |
| Administrative Assessments | 95,289 |
| Maintenance Assessments | 358,596 |
| Debt Assessments | 342,869 |
| Other Revenues | 0 |
| Interest Income | 1,200 |
| TOTAL REVENUES | \$ 797,954 |
| EXPENDITURES | |
| MAINTENANCE EXPENDITURES | |
| Aquatic Maintenance - Lake Tracts - Herbicides | 10,700 |
| Aquatic Maintenance - Lake Tracts - Grass Carps | 1,500 |
| General Maintenance - Lake Tracts/Shoreline Restoration | 100,000 |
| Drainage Structure Maintenance/Cleaning | 40,000 |
| Roadway/Street Improvements - Repairs (Including Signs) | 9,000 |
| Storm Drainage/Class V Permit | 3,500 |
| Engineers Report/Inspections/Consulting | 3,250 |
| Field Operations Management | 1,620 |
| Miscellaneous Improvement Projects | 7,400 |
| Security Camera MTE/Cable/Monitoring | 0 |
| Infrastructure Reserve Fund | 15,750 |
| Pressure Cleaning | 7,500 |
| Sidewalk Milling/Replacements | 7,000 |
| Contingency (Maintenance, Storm Clean-up, Sidewalks, etc.) | 8,000 |
| Grounds Maintenance Contingency | 63,360 |
| Landscaping (Tree & Palm Trimming, Palm Fertilization, Misc.) | 44,000 |
| Roadway Resurfacing, Signs & Markings | 14,500 |
| TOTAL MAINTENANCE EXPENDITURES | 337,080 |
| ADMINISTRATIVE EXPENDITURES | |
| Supervisor Fees | 5,000 |
| Payroll Taxes | 383 |
| Management | 35,664 |
| Secretarial | 4,200 |
| Legal | 15,000 |
| Assessment Roll | 6,000 |
| Audit Fees | 3,600 |
| Insurance | 8,400 |
| Legal Advertisements | 2,200 |
| Web Site Admin, Payroll Services, Meeting Room Rental & Mileage | 3,700 |
| Office Supplies, Postage & Mailings | 1,350 |
| Dues & Subscriptions | 175 |
| Trustee Fee | 3,550 |
| Continuing Disclosure Fee | 350 |
| Administrative Contingency | 1,200 |
| TOTAL ADMINISTRATIVE EXPENDITURES | 90,772 |
| TOTAL EXPENDITURES | \$ 427,852 |
| REVENUES LESS EXPENDITURES | \$ 370,102 |
| Bond Payments | (322,297) |
| BALANCE | \$ 47,805 |
| County Appraiser & Tax Collector Fee | (15,935) |
| Discounts For Early Payments | (31,870) |
| EXCESS/ (SHORTFALL) | \$ - |
| Carryover From Prior Year | 0 |
| NET EXCESS/ (SHORTFALL) | \$ - |

DETAILED FINAL BUDGET
VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

| | FISCAL YEAR 2023/2024 ACTUAL | FISCAL YEAR 2024/2025 BUDGET | FISCAL YEAR 2025/2026 BUDGET | COMMENTS |
|---|------------------------------------|------------------------------------|------------------------------------|---|
| REVENUES | | | | |
| Administrative Assessments | 66,145 | 65,219 | 95,289 | Expenditures Less Interest & Carryover (30%)/.94 |
| Maintenance Assessments | 92,524 | 92,362 | 358,596 | Expenditures & Carryover (70%)/.94 |
| Debt Assessments | 345,005 | 344,212 | 342,869 | Bond Payments/.94 |
| Other Revenues | 0 | 0 | 0 | |
| Interest Income | 24,035 | 840 | 1,200 | Interest Projected At \$100 Per Month |
| | | | | |
| TOTAL REVENUES | \$ 527,709 | \$ 502,633 | \$ 797,954 | |
| | | | | |
| EXPENDITURES | | | | |
| MAINTENANCE EXPENDITURES | | | | |
| Aquatic Maintenance - Lake Tracts - Herbicides | 10,148 | 9,800 | 10,700 | \$900 Increase From 2024/2025 Budget |
| Aquatic Maintenance - Lake Tracts - Grass Carps | 0 | 1,500 | 1,500 | No Change From 2024/2025 Budget |
| General Maintenance - Lake Tracts/Shoreline Restoration | 0 | 16,000 | 100,000 | \$84,000 Increase From 2024/2025 Budget |
| Drainage Structure Maintenance/Cleaning | 5,985 | 6,000 | 40,000 | Five Year Project To Clean Whole System |
| Roadway/Street Improvements - Repairs (Including Signs) | 8,599 | 9,000 | 9,000 | No Change From 2024/2025 Budget |
| Storm Drainage/Class V Permit | 0 | 0 | 3,500 | New Requirement In Miami-Dade County |
| Engineers Report/Inspections/Consulting | 6,730 | 3,250 | 3,250 | No Change From 2024/2025 Budget |
| Field Operations Management | 1,620 | 1,620 | 1,620 | No Change From 2024/2025 Budget |
| Miscellaneous Improvement Projects | 0 | 7,400 | 7,400 | No Change From 2024/2025 Budget |
| Security Camera MTE/Cable/Monitoring | 4,800 | 2,500 | 0 | The HOA Will Be Taking Over This Responsibility |
| Infrastructure Reserve Fund | 0 | 15,750 | 15,750 | No Change From 2024/2025 Budget |
| Pressure Cleaning | 0 | 6,000 | 7,500 | \$1,500 Increase From 2024/2025 Budget |
| Sidewalk Milling/Replacements | 0 | 0 | 7,000 | Sidewalk Milling/Replacements |
| Contingency (Maintenance, Storm Clean-up, Sidewalks, etc.) | 21,037 | 8,000 | 8,000 | No Change From 2024/2025 Budget |
| Grounds Maintenance Contingency | 0 | 50,000 | 63,360 | For Mowing |
| Landscaping (Tree & Palm Trimming, Palm Fertilization, Misc.) | 0 | 0 | 44,000 | Landscaping (Tree & Palm Trimming, Palm Fertilization, Misc.) |
| Roadway Resurfacing, Signs & Markings | 0 | 0 | 14,500 | Ten Year Project |
| TOTAL MAINTENANCE EXPENDITURES | 58,919 | 136,820 | 337,080 | |
| | | | | |
| ADMINISTRATIVE EXPENDITURES | | | | |
| Supervisor Fees | 1,500 | 5,000 | 5,000 | Supervisor Fees |
| Payroll Taxes | 115 | 383 | 383 | Supervisor Fees *7.65% |
| Management | 33,660 | 34,668 | 35,664 | CPI Adjustment |
| Secretarial | 4,200 | 4,200 | 4,200 | No Change From 2024/2025 Budget |
| Legal | 19,408 | 9,000 | 15,000 | FY 24/25 Expenditures Through April 2025 Was \$8,203 |
| Assessment Roll | 6,000 | 6,000 | 6,000 | As Per Contract |
| Audit Fees | 3,400 | 3,500 | 3,600 | Accepted Amount For 2024/2025 Audit |
| Insurance | 6,637 | 7,300 | 8,400 | FY 24/25 Expenditure Was \$6,637 |
| Legal Advertisements | 1,995 | 2,000 | 2,200 | \$200 Increase From 2024/2025 Budget |
| Web Site Admin, Payroll Services, Meeting Room Rental & Mileage | 3,692 | 3,500 | 3,700 | \$200 Increase From 2024/2025 Budget |
| Office Supplies, Postage & Mailings | 816 | 1,400 | 1,350 | \$50 Decrease From 2024/2025 Budget |
| Dues & Subscriptions | 175 | 175 | 175 | No Change From 2024/2025 Budget |
| Trustee Fee | 3,547 | 3,550 | 3,550 | No Change From 2024/2025 Budget |
| Continuing Disclosure Fee | 350 | 350 | 350 | No Change From 2024/2025 Budget |
| Administrative Contingency | 0 | 1,200 | 1,200 | No Change From 2024/2025 Budget |
| TOTAL ADMINISTRATIVE EXPENDITURES | 85,495 | 82,226 | 90,772 | |
| | | | | |
| TOTAL EXPENDITURES | \$ 144,414 | \$ 219,046 | \$ 427,852 | |
| | | | | |
| REVENUES LESS EXPENDITURES | \$ 383,295 | \$ 283,587 | \$ 370,102 | |
| | | | | |
| Bond Payments | (328,434) | (323,559) | (322,297) | 2026 P & I Payments Less Earned Interest |
| | | | | |
| BALANCE | \$ 54,861 | \$ (39,972) | \$ 47,805 | |
| | | | | |
| County Appraiser & Tax Collector Fee | (5,756) | (10,036) | (15,935) | Two Percent Of Total Assessment Roll |
| Discounts For Early Payments | (18,392) | (20,072) | (31,870) | Four Percent Of Total Assessment Roll |
| | | | | |
| EXCESS/ (SHORTFALL) | \$ 30,713 | \$ (70,080) | \$ - | |
| | | | | |
| Carryover From Prior Year | 0 | 70,080 | 0 | Carryover Balance From Prior Years |
| | | | | |
| NET EXCESS/ (SHORTFALL) | \$ 30,713 | \$ - | \$ - | |

DETAILED FINAL DEBT SERVICE FUND BUDGET
VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

| | FISCAL YEAR | FISCAL YEAR | FISCAL YEAR | |
|----------------------------|-------------------|-------------------|-------------------|--|
| | 2023/2024 | 2024/2025 | 2025/2026 | |
| REVENUES | ACTUAL | BUDGET | BUDGET | COMMENTS |
| Interest Income | 16,986 | 750 | 1,500 | Projected Interest For 2025/2026 |
| NAV Tax Collection | 328,434 | 323,559 | 322,297 | 2026 P & I Payments Less Earned Interest |
| Total Revenues | \$ 345,420 | \$ 324,309 | \$ 323,797 | |
| | | | | |
| EXPENDITURES | | | | |
| Principal Payments | 275,000 | 285,000 | 295,000 | Principal Payment Due In 2026 |
| Interest Payments | 54,100 | 39,309 | 28,797 | Interest Payments Due In 2026 |
| | | | | |
| Total Expenditures | \$ 329,100 | \$ 324,309 | \$ 323,797 | |
| | | | | |
| Excess/ (Shortfall) | \$ 16,320 | \$ - | \$ - | |

Series 2013 Bond Refunding Information

| | | | |
|-----------------------|----------------|---------------------------------|------------------------|
| Original Par Amount = | \$3,825,000 | Annual Principal Payments Due = | May 1st |
| Interest Rate = | 1.25% - 3.875% | Annual Interest Payments Due = | May 1st & November 1st |
| Issue Date = | May 2013 | | |
| Maturity Date = | May 2028 | | |

Par Amount As Of 1/1/25 = \$1,195,000

Venetian Isles Community Development District
Assessment Comparison

| | Fiscal Year 2022/2023 | Fiscal Year 2023/2024 | Fiscal Year 2024/2025 | Fiscal Year 2025/2026 |
|----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | Assessment* | Assessment* | Assessment* | Projected Assessment* |
| Administrative | \$ 113.63 | \$ 113.55 | \$ 113.83 | \$ 166.30 |
| Maintenance | \$ 161.19 | \$ 161.19 | \$ 161.19 | \$ 625.83 |
| <u>Debt</u> | \$ 603.16 | \$ 603.16 | \$ 602.83 | \$ 600.48 |
| Total | \$ 877.98 | \$ 877.90 | \$ 877.85 | \$ 1,392.61 |

* 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 | |
| <u>Transfer To HOA Common Area</u> | <u>1</u> |
| Billed for O&M | 573 |

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

West's Florida Statutes Annotated

Title XIII. Planning and Development (Chapters 186-191)

Chapter 190. Community Development Districts ([Refs & Annos](#))

This section has been updated. Click [here](#) for the updated version.

West's F.S.A. § 190.012

190.012. Special powers; public improvements and community facilities

The district shall have, and the board may exercise, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies, and special districts having authority with respect to any area included therein, any or all of the following special powers relating to public improvements and community facilities authorized by this act:

(1) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for the following:

(a) Water management and control for the lands within the district and to connect some or any of such facilities with roads and bridges.

(b) Water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system.

(c) Bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill, or cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through, or over any public right-of-way, highway, grade, fill, or cut.

(d) 1. District roads equal to or exceeding the specifications of the county in which such district roads are located, and street lights.

2. Buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage.

(e) Investigation and remediation costs associated with the cleanup of actual or perceived environmental contamination within the district under the supervision or direction of a competent governmental authority unless the covered costs benefit any person who is a landowner within the district and who caused or contributed to the contamination.

(f) Conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property.

(g) Any other project within or without the boundaries of a district when a local government issued a development order pursuant to [s. 380.06](#) or [s. 380.061](#) approving or expressly requiring the construction or funding of the project by the district, or when the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located.

(2) After the board has obtained the consent of the local general-purpose government within the jurisdiction of which a power specified in this subsection is to be exercised, to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for:

(a) Parks and facilities for indoor and outdoor recreational, cultural, and educational uses.

(b) Fire prevention and control, including fire stations, water mains and plugs, fire trucks, and other vehicles and equipment.

(c) School buildings and related structures, which may be leased, sold, or donated to the school district, for use in the educational system when authorized by the district school board.

(d) Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the district may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the district boundaries.

(e) Control and elimination of mosquitoes and other arthropods of public health importance.

(f) Waste collection ~~and disposal.~~

(3) To adopt and enforce appropriate rules following the procedures of chapter 120, in connection with the provision of one or more services through its systems and facilities.

Credits

Amended by Laws 1989, c. 89-169, § 47, eff. Oct. 1, 1989; Laws 1993, c. 93-51, § 8, eff. April 18, 1993; Laws 1999, c. 99-378, § 39, eff. July 1, 1999; Laws 2000, c. 2000-317, § 15, eff. July 1, 2000; Laws 2000, c. 2000-364, § 47, eff. July 1, 2000.

West's F. S. A. § 190.012, FL ST § 190.012

Current with laws, joint and concurrent resolutions and memorials in effect from the 2025 Special Session C and through June 10, 2025, of the 2025 first regular session.

**MAINTENANCE AGREEMENT
(Landscaping)**

This Maintenance Agreement (the "Agreement") is made and entered into this _____ day of _____, 2025, with an effective date of October 1, 2025 (the "Effective Date"), by and between:

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

and

VENETIAN ISLES MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 1601 SW 80th Terrace, Plantation, Florida 33324 (the "Association").

RECITALS

WHEREAS, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, chapter 190, Florida Statutes, as amended;

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, has acquired or constructed, among other things, certain open space, greenspace, and landscaping improvements, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Improvements");

WHEREAS, the District and the Association desire to provide for maintenance of the Improvements and to clarify District and Association responsibilities with respect to the maintenance of District-owned properties and facilities; and

WHEREAS, the Association on behalf of and for the benefit of its members has agreed to provide, at its cost and expense, pursuant to the terms of the Agreement, certain maintenance services and materials with respect to the described improvements, as set forth and incorporated herein as Exhibit B;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

1.0 Recitals. The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2.0 Description of Improvements. The Improvements that are the subject of this Agreement are more fully described in the attached Exhibit A, which exhibit is incorporated by reference.

3.0 Performance. The District and the Association hereby agree, as follows:

(A) the Association shall provide, and be solely responsible for all costs and liabilities that are associated with or arise out of, the maintenance services and materials as set forth in the attached Exhibit B (the "Maintenance Services"), which exhibit is incorporated in its entirety and made a part hereof by reference, for the Improvements;

(B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs;

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable, (1) the District; (2) South Florida Water Management District; (3) Florida Department of Environmental Protection; (4) Miami-Dade County, Florida; and (5) any Florida municipality having jurisdiction thereof, either now or in the future;

(D) the Maintenance Services shall be provided by the Association without unreasonably interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvements or in the real property where each Improvements are located;

(E) the Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement, including the District as provided for in Sections 5.0 and 6.0 herein;

4.0 The Association's Responsibility for Acts of Force Majeure. The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of the Improvements that are damaged as a result of a hurricane, tornado, windstorm, freeze damage, fire, drought, or flooding.

5.0 Emergency Intervention by the District. In the event of an emergency, as determined by the District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, without advance notice, the following:

(A) the provision of Maintenance Services or materials for any one or more of the Improvements; and

(B) the removal, modification, relocation, or replacement, as the case may be and in the District's sole discretion, of one or more of the Improvements.

Further, in such event, the District shall be obligated to give a subsequent oral or written notice to the Association as soon as is reasonably possible, and the Association agrees that upon the District's commencement of a maintenance program or provision of Maintenance Services or materials for any one of the Improvements pursuant to this section, the District shall issue to the Association a written invoice for the reasonable costs incurred pursuant to this section, and the Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

6.0 Remedies, Default, and Specific Performance. The District may elect any of one or more of the following remedies, as well as any other remedies available in law or equity, if the Association should default in carrying out the terms and conditions of this Agreement, namely:

(A) **Material Breach by Association.** Any failure of the Association to comply with Sections 3 or 5 of this Agreement shall be deemed a material breach of this Agreement. In the event of a material breach of this Agreement, the District will promptly deliver to the Association written notice of the same and shall provide the Association reasonable opportunity to cure the material breach of this Agreement. However, if the Association does not cure a material breach of this Agreement within thirty (30) days after it receives the District's written notice of a material breach of this Agreement, the District, at its sole discretion and without further advance notice or additional opportunity to cure, may elect to initiate its own maintenance program or provide such maintenance services and materials and thereby assume full control over maintenance of some or all of the Improvements; provided, however, the District shall be obligated to give a subsequent oral or written notice to the Association as soon as is reasonably possible, but in no event later than five (5) business days after commencement of a maintenance program or maintenance services or materials by the District pursuant to the authority of this section.

(B) **Default by Association.** If the Association should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion and without further notice, may elect to (i) initiate a maintenance program or provide such maintenance services and materials and thereby assume full maintenance responsibility

as to some or all of the Improvements or (ii) remove, modify, relocate, or replace, as the case may be and in the District's reasonable sole discretion, one or more of the Improvements.

(C) Discontinuation and Reimbursement by Association. At such time as the District should commence a maintenance program or provide Maintenance Services or materials for one or more of the Improvements under this section, and upon receipt of the oral or written notice from the District, the Association shall promptly discontinue the provision of Maintenance Services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform Maintenance Services.

(D) Other Remedies and Opportunity to Cure. At the sole discretion of the District, a breach or material default by the Association under the Agreement, including a failure to timely pay an invoice, shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder.

However, except for emergency situations (as so reasonably determined by the District), before the District may initiate legal action for the Association's failure or default under this Agreement, the District shall provide advance written notice to the Association of the nature of the alleged failure or default and afford a thirty (30) calendar day cure period, and the Association, shall have thirty (30) calendar days following the date of receipt of said notice to cure the alleged failure or default through appropriate and substantive remedial action.

7.0 Indemnification.

(A) The Association 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 Association, its agents, servants or employees arising from the Association's assumption of the Maintenance Services for the Improvements, this Agreement, or its performance. The Association and the District hereby agree and covenant that the Association has received 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 Association shall obligate Association to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 8 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 Association 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 Association.

(C) The Association 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) To the extent permitted by Florida law, the District shall indemnify the Association, its officers, directors, agents, servants and employees from liability for damages to persons or property to the extent caused by the grossly negligent and reckless acts and omissions of the District in an amount not to exceed the monetary limits on liability set forth in Section 768.28, Florida Statutes, as this statute may be amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes, as this statute may be amended from time to time, are deemed to apply to this contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.

(E) These indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

8.0 Insurance.

(A) Association 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.

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.

(B) Prior to performance of this Agreement, Association 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 Association to the extent of the liabilities assumed by Association 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, Association 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.

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

(E) Insurance companies selected by Association 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) Association 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.

(I) Association shall make the District an additional insured under any and all policies of insurance applicable in any way, in whole or in part, to any of the maintenance activities arising under this Agreement, and shall insure that its agents or contractors performing Maintenance Services under the Agreement also comply with the insurance requirements of this Section 8.

9.0 Term of Agreement; Termination for Convenience.

(A) This Agreement shall take effect as of the Effective Date. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall expire at midnight on October 1, 2026.

(B) In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement at any time for any reason in its sole discretion by providing at least sixty (60) days written notice to the Association of its intent to terminate this Agreement pursuant to this provision.

10.0 Miscellaneous Provisions.

10.1 Time of the Essence: Time is of the essence with respect to this Agreement.

10.2 Notices: All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

AS TO DISTRICT: **Venetian Isles Community Development District**
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro and Ramsey, P.A.
515 E. Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

AS TO ASSOCIATION: **Venetian Isles Master Association, Inc.**
15355 Egret Lakes Circle
Miami, Florida 33185
Attention: President

With a copy to: **Association Counsel**
Cuevas, Garcia & Torres, P.A.
4000 Ponce De Leon Boulevard, Suite 770
Coral Gables, Florida 33146
Attention: Jose A. Torres, Esq.

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.

10.3 Public Records:

(A) Association 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 Association 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 Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association 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) Association 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 Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

(C) IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ASSOCIATION 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**

10.4 E-Verify: Association, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Association 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. Association agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Association 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 Association 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 Association shall require an affidavit from each contractor providing that the contractor does not employ, contract with, or subcontract with an unauthorized alien. The Association 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 contractor of the Association 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 Association and order the Association to immediately terminate its contract with the contractor. Association 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 Association's failure to comply with the E-Verify requirements referenced in this subsection.

10.5 Entire Agreement: The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and Association and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

10.6 Amendment and Waiver: This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

10.7 Severability: The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

10.8 Controlling Law: This Agreement shall be construed under the laws of the State of Florida.

10.9 Authority: The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

10.10 Costs and Fees: In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

10.11 Successors and Assignment: The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

10.12 No Third-Party Beneficiaries: This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein

contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10.13 Arm's Length Transaction: This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10.14 Execution of Documents: Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

10.15 Construction of Terms: Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

10.16 Captions: The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

10.17 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

10.18 Scrutinized Company Certification. Association hereby certifies that as of the date below Association 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, Association further certifies that:

(A) Association 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, Association 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) Association understands that this Agreement may be terminated at the option of the District if Association is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

10.19 Responsible Vendor Determination. Association 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.

10.20 Convicted Vendor List. Association hereby certifies that neither Association 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.

11.0 Compensation. In exchange for providing the Maintenance Services identified in this Agreement, the District agrees to pay the Association an annual amount not to exceed **SIXTY-THREE THOUSAND THREE HUNDRED SIXTY AND NO CENTS (\$63,360.00) DOLLARS** (the "Contribution Amount"). The Contribution Amount shall be paid in quarterly payments corresponding with the District Fiscal Year, and only while this Agreement is in effect, in accordance with the following payment schedule:

| Description | Amount | Payment Due Date |
|--|---------------------|-------------------------|
| First Quarter Payment (Oct. 1-Dec. 31) | \$ 15,840.00 | December 1, 2025 |
| Second Quarter Payment (Jan. 1-March 31) | \$ 15,840.00 | March 1, 2026 |
| Third Quarter Payment (April 1-June 30) | \$ 15,840.00 | June 1, 2026 |
| Fourth Quarter Payment (July 1-Sept. 30) | \$ 15,840.00 | September 1, 2026 |
| TOTAL | \$ 63,360.00 | |

The initial payment under this Agreement will be the \$15,840.00 Quarterly Payment due on December 1, 2025.

At any time, the District shall have the option, in District's sole discretion, and with reasonable advance notice to the Association, to make the quarterly payments of the Contribution Amount payable directly to any contractor hired by the Association to undertake the Maintenance Services required pursuant to this Agreement. The Contribution Amount is for Maintenance Services performed on the Improvements described in this Agreement and Exhibit A only.

The Association will comply with the bidding and procurement requirements of Section 190.033, Florida Statutes, if applicable.

12.0 Anti-Human Trafficking Affidavit. Association shall provide the District with an affidavit executed by an officer or a representative of the Association under penalty of perjury attesting that the Association does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

[Remainder of the Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the date first above written.

ATTEST:

**VENETIAN ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Print Name: _____
Chair/Vice-Chair
Board of Supervisors

_____ day of _____, 2025.

**VENETIAN ISLES MASTER
ASSOCIATION, INC.**, a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____
Address: _____

[CORPORATE SEAL]

_____ day of _____, 2025.

EXHIBIT A
Description of Improvements

All lake bank and greenspace areas from the parcel boundary to the water's edge, including sod, trees, shrubs, landscape buffers and berms, hardscape, and other landscaping improvements within the lake parcels owned by the District and the landscaped common areas within the rights-of-way, as the case may be, having the following Folio Numbers and as more particularly shown on Exhibit A-1, Exhibit A-2, and Exhibit A-3 attached hereto and made a part hereof:

- A. 30-4916-027-1070
- B. 30-4916-030-0450
- C. 30-4916-024-1120
- D. 30-4916-021-0820
- E. 30-4916-026-0310
- F. 30-4916-021-0810
- G. 30-4916-023-0310
- H. 30-4916-023-0320

Further, those additional greenspace and landscaping improvement areas of the District located within the green areas and medians of the roadways as further described on Exhibit A-3.

Not included within the definition of the term, "Improvements," as utilized herein, are the following:

- A. The seven (7) water bodies (lakes) located within the boundaries of the Venetian Isles Community Development District, which water bodies are maintained by the District pursuant to an agreement with an aquatics maintenance service provider.
- B. The drainage facilities within the public and private roadways within the boundaries of the Venetian Isles Community Development District, which facilities, including inlets, manholes, storm pipes, and exfiltration trenches that form an integral part of the stormwater management utility system of the District as identified with particularity in the Engineer's Report prepared by Alvarez Engineers, Inc., and dated October 11, 2002, which Engineer's Report is hereby incorporated herein by reference. Notwithstanding, Association shall continue to be responsible for the landscape maintenance, including mowing, trimming, and edging of all swale area and exfiltration trenches within the boundaries of the Venetian Isles Community Development District.
- C. The drivable surface and curbing of the public roadways identified with particularity in Exhibit A-2.
- D. All greenspace, sod, trees, shrubs, landscape buffers and berms, hardscape, streetscape and other landscaping improvements located within the boundaries of the Venetian Isles Community Development and which are located on property owned by the Association.



Exhibit A-1

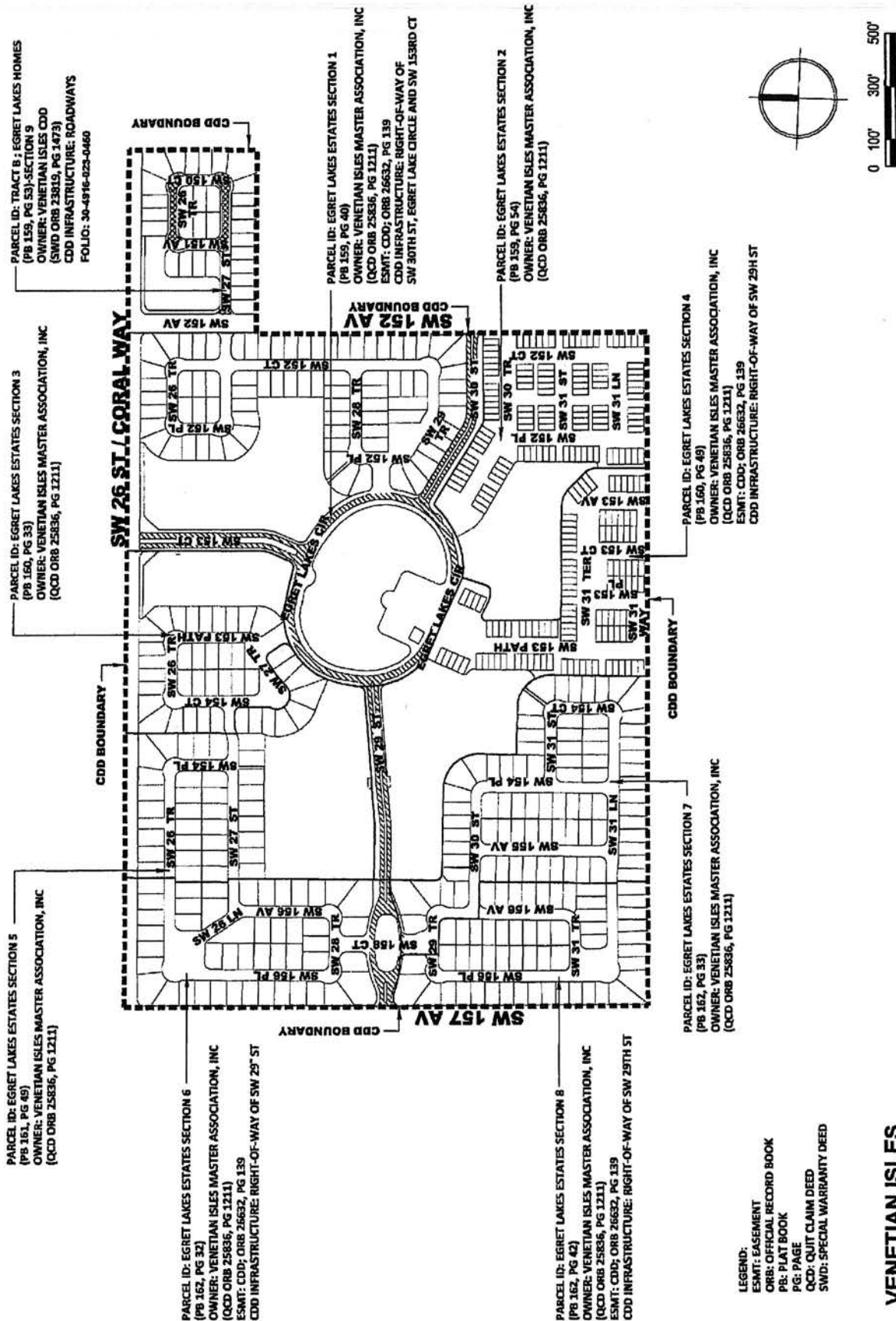


EXHIBIT B
Description of Maintenance Services

Regular and routine landscape and related maintenance of the Improvements, which landscape maintenance includes, but is not limited to, the following:

A. Basic Landscape Service:

1. Mowing all grass areas.
2. Edging of all improved surfaces.
3. Trimming of shrubbery.
4. Removal of suckers from tree trunks.
5. Weed control in planted beds.
6. Police Monitor common areas for debris and leaves at the time of regular service.
7. Cleanup clippings, leaves and debris generated during the performance of landscape maintenance work.
8. Mulch and fertilize the Improvements, as appropriate, at least once a year.
9. Apprise District on landscaping matters.

B. Irrigation Services:

1. The Association shall be responsible for any damage done to the system as a result of their employees or equipment or their contractor's employees or equipment.
2. The irrigation systems shall be checked after each mowing. Damage to irrigation not caused by Association or its contractor will also be the responsibility of Association to repair.
3. Except for the irrigation pump(s), the Association shall be responsible for the maintenance and repair of all irrigation pipes, lines, sprinkler heads, and related irrigation equipment and systems of the District.
4. As part of its maintenance responsibility, Association shall be responsible for assuring that check valves are installed by those private properties utilizing the irrigation lines, so that the public infrastructure cannot be adversely impacted or affected as a result of a failure to maintain any portion of the private irrigation systems.

C. Insect Control:

1. The Association will be responsible for controlling all pest and fungus problems. Insect control is to be performed on a spot treatment basis.
2. Spraying of laws for chinch bugs, sod worms, ants and fungus, as well as other lawn destroying pests on an as-needed spot treatment basis.
3. Spraying of all woody ornamentals for insects, fungus and plant diseases on an as-needed spot treatment basis.

D. Sweeping and Debris Clean-up and Removal:

Association shall be responsible for regular sweeping, trash monitoring, and cleaning of and debris and garbage removal from roads, roadway improvements, rights-of-way, and those areas where District Improvements are located.

RESOLUTION NO. 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2025/2026 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 2025/2026; 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 2025/2026 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 2025/2026 which is attached hereto as Exhibit "A" is hereby adopted by the Board and authorized to be published.

PASSED, ADOPTED and BECOMES EFFECTIVE this 26th day of August, 2025.

ATTEST:

**VENETIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 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 18, 2025

January 27, 2026

March 24, 2026

May 26, 2026

July 28, 2026

September 22, 2026

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

PUBLISH: MIAMI HERALD 11/05/25

MEMORANDUM

TO: District Manager

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

DATE: June 30, 2025

RE: 2025 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter 2025 – 195, Laws of Florida (SB 268). The legislation creates a new public records exemption under section 119.071(4)(d)6., F.S., for certain personal identifying and locating information of specified state and local officials, members of Congress, and their family members. Specifically, the exemption applies to the partial home addresses and telephone numbers of current congressional members, public officers, their adult children and spouses. To assert the exemption, the public officer or congressional member, their family members, or employing agencies must submit a written, notarized request to each agency holding the information, along with documentation verifying the individual's eligibility. Custodians of records must maintain the exemption until the qualifying condition no longer exists.

The legislation narrows the definition of "public officer" to include only the Governor, Lieutenant Governor, Chief Financial Officer, Attorney General, or Commissioner of Agriculture; as well as a state senator or representative, property appraiser, supervisor of elections, school superintendent, city or county commissioner, school board member, or mayor. This exemption applies to information held before, on, or after July 1, 2025. It is subject to the Open Government Sunset Review Act and will automatically repeal on October 2, 2030, unless reenacted by the Legislature. The effective date of this act is July 1, 2025.

While the new exception is not specifically applicable to a member of a Community Development District ("CDD") board of supervisors, if any board members or related officials fall within this definition of a "public officer" who has asserted the exception, the CDD must protect the partial home addresses and telephone numbers of these individuals, as well as similar information about their spouses and adult children. CDDs will need to update their public records procedures to verify and process these requests to ensure exempt information is withheld.

2. Chapter 2025 – 174, Laws of Florida (HB 669). The legislation prohibits a local government’s¹ investment policy from requiring a minimum bond rating for any category of bond that is explicitly authorized in statute to include unrated bonds. Current law permits local governments to invest in unrated bonds issued by the government of Israel. The bill ensures that investment policies do not impose additional rating requirements that conflict with this statutory authorization. The effective date of this act is July 1, 2025.

This law prevents a CDD from imposing stricter bond rating requirements in their investment policies than those allowed by state law. Specifically, if state law authorizes investment in certain unrated bonds, such as those issued by the government of Israel, a CDD cannot require a minimum bond rating for these bonds in its investment guidelines. CDDs must align their investment policies with statutory permissions, allowing investment in authorized unrated bonds without additional rating restrictions.

3. Chapter 2025 – 189, Laws of Florida (SB 108). The legislation makes significant amendments to the Administrative Procedure Act (APA), revising rulemaking procedures, establishing a structured rule review process, and changing public notice requirements.

New Timelines and Notice Requirements:

- Agencies must publish a notice of intended agency action within 90 days of the effective date of legislation delegating rulemaking authority.
- Notices of proposed rulemaking must now include the proposed rule number, and at least seven days must separate the notice of rule development from proposed rule publication.
- Agencies must electronically publish the full text of any incorporated material in a text-searchable format and use strikethrough/underline formatting to show changes.

This legislation applies to CDDs that exercise rulemaking authority under Chapter 120, Florida Statutes. Under the new requirements, CDDs must publish a notice of intended agency action within 90 days after the effective date of any legislation granting them rulemaking authority. When proposing new rules, CDDs must now include the proposed rule number in the notice, allow at least seven (7) days between publishing the notice of rule development and the proposed rule itself, and electronically publish the full text of any incorporated materials in a searchable format. All changes must be shown using strikethrough and underline formatting. CDDs subject to the APA should review their procedures to ensure timely and compliant publication moving forward.

Section 120.5435, F.S., governing the rule review process sunsets on July 1, 2032, unless reenacted. The effective date of this act is July 1, 2025.

4. Chapter 2025 – 85, Laws of Florida (SB 348). The legislation amends the Code of Ethics to establish a new “stolen valor” provision and expands enforcement mechanisms for collecting unpaid ethics penalties. The bill creates section 112.3131, F.S., which prohibits candidates, elected or appointed public officers, and public employees from knowingly making

¹ A “unit of local government” is defined any county, municipality, special district, school district, county constitutional officer, authority, board, public corporation, or any other political subdivision of the state. Section 218.403(11), F.S.

fraudulent representations relating to military service for the purpose of material gain. Prohibited conduct includes falsely claiming military service, honors, medals, or qualifications, or unauthorized wearing of military uniforms or insignia. An exception is provided for individuals in the theatrical profession during a performance. Violations are subject to administrative penalties under section 112.317, F.S., and may also be prosecuted under other applicable laws.

In addition, the legislation amends section 112.317(2), F.S., to authorize the Attorney General to pursue wage garnishment for unpaid civil or restitution penalties arising from ethics violations. A penalty becomes delinquent if unpaid 90 days after imposition. If the violator is a current public officer or employee, the Attorney General must notify the Chief Financial Officer or applicable governing body to initiate withholding from salary-related payments, subject to a 25 percent cap or the maximum allowed by federal law. Agencies may retain a portion of withheld funds to cover administrative costs. The act also authorizes the referral of delinquent penalties to collection agencies and establishes a 20-year statute of limitations for enforcement. The effective date of this act is July 1, 2025.

This law applies directly to CDDs because CDD board members and employees are classified as public officers and public employees under Florida law. As such, CDD officials are prohibited from knowingly making fraudulent claims regarding military service or honors for material gain under the new “stolen valor” provision. Additionally, the law enhances enforcement tools for unpaid ethics penalties, allowing for wage garnishment, salary withholding, and referrals to collection agencies. CDDs must ensure that their officials and staff comply with these ethics requirements and be prepared to cooperate with enforcement actions beginning July 1, 2025.

5. Chapter 2025 – 164, Laws of Florida (SB 784). The legislation amends section 177.071, F.S., to require that local governments review and approve plat and replat submittals through an administrative process, without action by the governing body. Local governments must designate by ordinance an administrative authority to carry out this function. The administrative authority must (1) acknowledge receipt of a submittal in writing within seven days, identify any missing documentation and provide details on the applicable requirements and review timeframe. Unless the applicant requests an extension, the authority must approve, approve with conditions, or deny the submittal within the timeframe provided in the initial notice. Any denial must include a written explanation citing specific unmet requirements. The authority or local government may not request or require an extension of time. The effective date of this act is July 1, 2025.

While this law does not apply directly to CDDs, as they do not have plat approval authority, it is relevant to developer-controlled CDD boards involved in the land entitlement process. Plat and replat approvals will now be handled through an administrative process by the city or county, rather than by governing body action. Local governments must designate an administrative authority by ordinance and follow strict requirements for written acknowledgment, completeness review, and decision-making timelines. Any denial must include a written explanation citing specific deficiencies, and extensions cannot be requested by the reviewing authority.

6. Chapter 2025 – 140, Laws of Florida (HB 683). The legislation includes several revisions related to local government contracting, public construction bidding, building permitting, and professional certification. It also requires the Department of Environmental Protection to adopt

minimum standards for the installation of synthetic turf on residential properties. Upon adoption, the law prohibits local governments from enforcing ordinances or policies that are inconsistent with those standards.

The act requires local governments to approve or deny a contractor's change order price quote within 35 days of receipt. If denied, the local government must identify the specific deficiencies in the quote and the corrective actions needed. These provisions may not be waived or modified by contract. The law prohibits the state and its political subdivisions from penalizing or rewarding a bidder for the volume of construction work previously performed for the same governmental entity. With respect to building permits, the act prohibits local building departments from requiring a copy of the contract between a builder and a property owner or any related documentation, such as cost breakdowns or profit statements, as a condition for applying for or receiving a permit. The act also allows private providers to use software to review certain building plans and reduces the timeframe within which building departments must complete the review of certain permit applications.

CDDs must follow the new requirements for contractor's change order timelines, restrictions on permit-related documentation, and procurement practices.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <http://laws.flrules.org/>.