



**VENETIAN PARC  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
SPECIAL BOARD MEETING  
MAY 26, 2020  
12:00 P.M.**

Special District Services, Inc.  
6625 Miami Lakes Drive, Suite 374  
Miami Lakes, FL 33014

[www.venetianparccdd.org](http://www.venetianparccdd.org)

305.777.0761 Telephone

877.SDS.4922 Toll Free

561.630.4923 Facsimile

**AGENDA**  
**VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL BOARD MEETING**

May 26, 2020

12:00 p.m.

<https://us02web.zoom.us/j/88315541287?pwd=SUNXVUxrNjU2YjRXb05YeFFidzhscz09>

Meeting ID: 883 1554 1287

Password: 027159

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Election of Officers
  - Chairperson
  - Vice Chairperson
  - Secretary/Treasurer
  - Assistant Secretaries
- E. Additions or Deletions to Agenda
- F. Comments from the Public for Items Not on the Agenda
- G. Approval of Minutes
  - 1. December 17, 2019 Special Board Meeting.....Page 3
- H. Old Business
  - 1. Update Regarding Monument Signs and Lighting
  - 2. Discussion Regarding Park Tract Landscape Maintenance Agreement.....Page 7
  - 3. Update Regarding Additional Parking Spaces – Caltran Engineering, Inc.
- I. New Business
  - 1. Consider Resolution No. 2020-01 – Adopting a Fiscal Year 2020/2021 Proposed Budget.....Page 20
  - 2. Discussion Regarding Parking Rules and Procedures to Adopt Rules.....Page 28
- J. Administrative & Operational Matters
  - 1. Approval of Agreement for Certain Exempt Information Access.....Page 30
  - 2. Statement of Financial Interests-Disclosure – 2019 Form 1 – Filing Deadline: July 1, 2020
  - 3. Qualifying Period Announcement – District Election in November 2020 for Seats 3 & 4
- K. Board Member & Staff Closing Comments
- L. Adjourn

**NOTICE OF BOARD OF SUPERVISORS' SPECIAL BOARD MEETING  
OF THE VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT**

**NOTICE IS HEREBY GIVEN** that the Venetian Parc Community Development District (the “District”) will hold a special meeting (the “Meeting”) of its Board of Supervisors (the “Board”) on May 26, 2020, at 12:00 p.m. to be conducted by telephonic and video conferencing communications media technology pursuant to Executive Orders 20-52, 20-69, and 20-112 issued by Governor DeSantis on March 9, 2020, March 20, 2020, and April 29, 2020, respectively, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. The Meeting is being held for the necessary public purpose of considering the proposed budget including the assessments for fiscal year 2020/2021 related to the District. At such time the Board is so authorized and may consider any business that may properly come before it.

While it is necessary to hold the Meeting utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Participants may attend the Meeting by accessing the District’s website, [www.venetianparccdd.org](http://www.venetianparccdd.org) and clicking on the meeting link you will find on the homepage, or utilizing the following login information:

**Join by URL for VIDEO ACCESS at:**

Topic: Venetian Parc CDD Special Board Meeting

Time: May 26, 2020 12:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88315541287?pwd=SUNXVUxrNjU2YjRXb05YeFFidzhodz09>

Meeting ID: 883 1554 1287

Password: 027159

One tap mobile

+19294362866,,88315541287#,,1#,027159# US (New York)

+13017158592,,88315541287#,,1#,027159# US (Germantown)

Dial by your location

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 883 1554 1287

Password: 027159

Find your local number: <https://us02web.zoom.us/j/kyQmQHozp>

A copy of the agenda for the Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., at (561) 630-4922 or [nnguyen@sdsinc.org](mailto:nnguyen@sdsinc.org) (the “District Manager’s Office”) during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting.

Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the

Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

As indicated above, this Meeting will be conducted by media communications technology. Anyone requiring assistance in order to obtain access to the telephonic, video conferencing, or other communications media technology being utilized to conduct this Meeting should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. Similarly, any person requiring or that otherwise may need assistance accessing or participating in this Meeting because of a disability or physical impairment is strongly encouraged to contact the District Manager's Office at least forty-eight (48) hours in advance so that arrangements may be made.

If Executive Orders 20-52, 20-69, and 20-112 of the Governor are not extended, the meeting will take place with the Board in attendance in the Venetian Parc Community Clubhouse Meeting Room located at 15351 SW 175th Street, Miami, Florida 33187 at 6:00 p.m., in which case the public may attend in person or participate by telephone by calling 1-877-402-9753; Access Code: 8338134. Please check the District's website at [www.venetianparccdd.org](http://www.venetianparccdd.org) or contact the District Manager at [nnguyen@sdsinc.org](mailto:nnguyen@sdsinc.org) or at telephone number 786-453-0533 at least forty-eight (48) hours prior to the scheduled meeting for updated meeting location information.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

**VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT**

**[www.venetianparccdd.org](http://www.venetianparccdd.org)**

**PUBLISH: MIAMI DAILY BUSINESS REVIEW 05/18/20**

**VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL BOARD MEETING  
DECEMBER 17, 2019**

**A. CALL TO ORDER**

District Manager Nancy Nguyen called the December 17, 2019, Special Board Meeting of the Venetian Parc Community Development District (the “District”) to order at 6:08 p.m. in the Venetian Parc Community Clubhouse Meeting Room located at 15351 SW 175<sup>th</sup> Street, Miami, Florida 33187.

**B. PROOF OF PUBLICATION**

Ms. Nguyen presented proof of publication that notice of the Special Board Meeting had been published in the *Miami Daily Business Review* on December 6, 2019, *as legally required*.

**C. ESTABLISH A QUORUM**

Ms. Nguyen stated that the attendance of Chairman Sergio Valdes, Vice Chairman Eugene Collings-Bonfill, and Supervisors Rachel Hernandez and Aron Heinrich (who arrived at 6:18 p.m.) constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance: District Managers Nancy Nguyen and Armando Silva of Special District Services, Inc.; and General Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also in attendance was Michael Hernandez of Caltran Engineering Group, Inc.

**D. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

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

There were no comments from the public for items not on the agenda.

**F. APPROVAL OF MINUTES**

**1. October 21, 2019, Regular Board Meeting**

Ms. Nguyen presented the minutes of the October 21, 2019, Regular Board Meeting and asked if there were any changes. There being no comments or changes, a **motion** was made by Mr. Valdes, seconded by Mr. Collings-Bonfill and unanimously passed approving the minutes of the October 21, 2019, Regular Board Meeting, *as presented*.

**G. OLD BUSINESS**

**1. Update Regarding Second Lift of Asphalt**

Ms. Nguyen explained that because Luxcom, LLC (“Luxcom”) had not completed construction, they do not anticipate pouring the second lift of asphalt until sometime in the future. Per the District’s request, Luxcom filled in potholes and areas around catch basins in the areas missing the second lift of asphalt.

The Board was instructed to contact the District Manager if they notice any areas of concern in the future. No further action was required at this time.

## **2. Discussion Regarding Additional Parking Spaces Revised Proposal – Caltran Engineering**

Ms. Nguyen reminded the Board that at the October 21, 2019, District meeting the Board requested that Caltran Engineering Group, Inc. (“Caltran”) revise the Additional Parking Spaces Proposal (the “Proposal”) to divide the proposal into two separate tasks with the first task for an amount not to exceed \$3,000. She further explained that Caltran had revised the proposal and Task One was quoted in the amount of \$2,500, which included the Master Plan. Task Two was quoted at \$6,000. Per the Board’s request at the last meeting, Caltran proceeded with Task One of the revised proposal after receiving e-mail approval from the Chairman, Mr. Valdes.

At this time, Ms. Nguyen introduced Michael Hernandez from Caltran and asked him to present the Master Plan created under Task One of the proposal. Mr. Hernandez explained that the Master Plan proposed 167 additional parking spaces (90 on the section built by Lennar and 77 on the section built by Luxcom).

*NOTE: At approximately 6:36 p.m., Mr. Valdes stepped out of the meeting room. He returned at approximately 6:37 p.m.*

Mr. Hernandez further explained that he had a scheduled meeting with Miami-Dade County (the County) on Thursday, December 19, 2019, to further discuss the additional parking spaces project. The Board requested that Caltran inspect additional areas in the District to add more parking spaces than the proposed 167. Mr. Hernandez acknowledged the Board’s request. A discussion ensued after which;

A **motion** was made by Mr. Collings-Bonfill, seconded by Mr. Valdes and unanimously passed instructing Caltran Engineering Group, Inc. to proceed with Task Two of the Additional Parking Spaces Proposal which incorporates the construction components of the project in a lump sum cost of \$6,000.

Ms. Wald explained that in anticipation of the meeting between Caltran and the County she had composed a Consulting Service Agreement between the District and Caltran for the proposed additional parking spaces project. A discussion ensued after which;

A **motion** was made by Mr. Collings-Bonfill, seconded by Mr. Heinrich and unanimously passed approving the Consulting Services Agreement between Venetian Parc Community Development District and Caltran Engineering Group, Inc., pending approval from Miami-Dade County to proceed with the proposed additional parking spaces project.

## **3. Discussion Regarding Additional Parking Spaces Master Plan**

This item was discussed under Item G. 2.

## **4. Update Regarding Monument Signs and Lighting**

Ms. Nguyen advised that Florida Power and Light (“FPL”) had initiated a meter release for the two monument signs located at the entrance of SW 157<sup>th</sup> Avenue and SW 174<sup>th</sup> Street and would be establishing an electrical connection before Monday, December 23, 2019.

The Board requested that as-built plans first be researched online and if none of the as-built plans can be located, to contact Alvarez Engineers, Inc. to see if they have the as-built plans on file. More information will be provided on this topic at an upcoming meeting.

### **5. Staff Report as Required**

There was no Staff Report at this time.

## **H. NEW BUSINESS**

### **1. Discussion Regarding 2019 Engineer's Report – Alvarez Engineering**

Ms. Nguyen presented the 2019 Engineer's Report provided by Alvarez Engineers, Inc. ("Alvarez Engineers") and asked the Board if they had any questions. Mr. Collings-Bonfill stated that he had been made aware that certain catch basins throughout the District still have filter cloths in place. The Board requested that Alvarez Engineers be contacted to do a second inspection of the stormwater management and drainage improvements. The 2019 Engineer's Report should be updated as needed after the second inspection.

### **2. Discussion Regarding Park Tract Lawn Maintenance**

Ms. Nguyen advised that she was in receipt of three (3) proposals for the annual landscape maintenance of the District park tract. The proposers were asked to quote based on a scope of services which included thirty (30) cuts per year, edging and weed control, and debris pick up. Following are the annual base service costs from the proposers

El Conde: \$11,950 (HOA Landscaper)  
Plant Brothers: \$13,860  
Turf Management: \$20,300

After reviewing the proposals, the Board requested that two (2) additional proposals be obtained and that El Conde lower their proposed contract amount. Ms. Nguyen acknowledged the Board's requests. A discussion ensued after which;

A **motion** was made by Mr. Collings-Bonfill, seconded by Mr. Heinrich and unanimously passed terminating the Landscape Maintenance Service Agreement between Venetian Parc Community Development District and Crespo Lawn Service, Inc.

Another discussion ensued after which;

A **motion** was made by Mr. Collings-Bonfill, seconded by Mr. Valdes and unanimously passed authorizing District Staff to engage the lowest bidding contractor for the annual landscape maintenance services (park tract) for an annual amount not to exceed \$12,000; further authorizing District Counsel to provide a Landscape Maintenance Agreement; and further authorizing District management to execute the Agreement on behalf of the District.

### **3. Staff Report, as Required**

There was no Staff Report at this time.

**I. ADMINISTRATIVE & OPERATIONAL MATTERS**

**1. Staff Report, as Required**

There was no Staff Report at this time.

**J. BOARD MEMBER & STAFF CLOSING COMMENTS**

Unless an emergency were to arise, this Board/District will not be required to meet again until February 27, 2020.

**K. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Valdes, seconded by Mr. Collings-Bonfill and unanimously passed to adjourn the Special Board Meeting at approximately 7:14 p.m.

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Secretary/Assistant Secretary

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Chairperson/Vice Chairperson



## **LANDSCAPE MAINTENANCE SERVICES AGREEMENT**

**THIS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Agreement" or the "Contract"), by and between the **VENETIAN PARC 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, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District") and **ELCONDE ENTERPRISES INC.**, a Florida corporation, d/b/a **CONDE LANDSCAPING SERVICE**, whose principal address is 2741 SW 84 Court, Miami, Florida 33155 (the "Contractor").

### **RECITALS**

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

**WHEREAS**, the District has a need to retain an independent contractor to furnish landscape maintenance services for the property located within the District; and

**WHEREAS**, Contractor has submitted a price quote and proposal, attached hereto and incorporated herein as Exhibit A (the "Proposal") and represents that it is qualified to provide landscape and irrigation maintenance services to the District; and

**NOW, THEREFORE**, in consideration of the recitals, agreement and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**Section 1. Recitals.** The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**Section 2. Scope of Work.** The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality maintenance of the landscaping of the District in accordance with the schedule set forth in the Proposal.

A. The Contractor shall perform the following monthly services on District property: mowing, edging, removing and controlling weeds, hedge and tree services and removal of trash (the "Work"). Additional Work shall be performed by the Contractor as requested by the District, including, but not limited to mulch around the trees and shrubs as set forth herein.

B. The Contractor shall be solely responsible for means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

C. In providing the Work, identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure proper completion.

D. The District Manager or her designee shall act as the District Representative with respect to the Work performed under this Agreement. The District Representative shall have complete authorization to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to this Agreement.

E. At the request of the District Representative, the Contractor agrees to meet with the District Representative to walk the property to discuss conditions, schedules, and times of concern regarding this Agreement.

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

### **Section 3. Compensation.**

A. The annual contract amount for the Work is ELEVEN THOUSAND FOUR HUNDRED AND 00/100 (11,400.00) DOLLARS, payable by District to Contractor in monthly installments of ONE THOUSAND ONE HUNDRED FORTY AND 00/100 (\$1,140) DOLLARS for the months of June through November and SEVEN HUNDRED SIXTY AND 00/100 (\$760.00) DOLLARS for the months of January through May and December.

B. The mulch cost shall be \$3.00 per bag and installation as requested by District.

**Section 4. Term.** This Agreement shall commence on January 8, 2020, nunc pro tunc, and be in full force and effect for one (1) year, unless otherwise terminated in accordance with this Agreement.

**Section 5. Termination.** Either party may terminate this Agreement, without cause, upon thirty (30) days written notice of termination to the other party. The District may terminate this Agreement with cause by providing written notice of termination to the Contractor. Upon any termination of this Agreement, the Contractor shall be entitled to payment for the Work and services performed in accordance with this Agreement up and until the effective date of termination, subject to whatever offsets or claims the District may have against the Contractor.

**Section 6.**     **Contractor's Acceptance of Conditions.**   The Contractor has carefully examined the District's property upon which the Work and Repair Work under this Agreement will be performed and has made sufficient tests and other investigations to fully satisfy Contractor as to site conditions. The approval or acceptance of any part of the work performed by the Contractor by the District shall not operate as a waiver by the District of the strict compliance with any other terms and conditions of this Agreement and related specifications. Any work required by this Agreement and related specifications not performed by the Contractor, after receipt of written notice in accordance with the notice provisions of this Agreement of such failure to perform said work, the District may recover the reasonable cost for such work from the Contractor or, reduce the sums of money due Contractor by the cost of such work incurred by the District.

**Section 7.**     **Notice.** Any notice or other communication required or permitted by this Agreement by either party to the other shall be made in writing and shall be deemed given, served or delivered within three (3) days after the same is sent by certified or registered mail, postage prepaid, addressed to the addresses of the parties set forth below, or to such other address as either party may designate in accordance with the notice provisions hereof:

DISTRICT:                      Venetian Parc Community Development District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attention: District Manager

With copy to:                Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
SunTrust Center, Sixth Floor  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Dennis E. Lyles, Esq.

CONTRACTOR:                ELCONDE ENTERPRISES INC.  
2741 SW 84 Court  
Miami, Florida 33155  
Attention: Luis Perez

**Section 8.**     **Insurance.** The Contractor shall provide and maintain during the life of this Agreement the following insurance coverages from a company or companies licensed and authorized to do business in the field of insurance 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.

A.       Contractor shall not commence performance hereunder until it has obtained at Contractor's cost and expense all insurance required under this Section and such insurance has been approved by the District Manager of the District or its designee. Certificates of Insurance reflecting evidence of

the required insurance shall be filed with the District Manager prior to the commencement of work under this Agreement. 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, the Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. 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.

B. Required Insurance to be obtained and maintained by Contractor:

- i. Commercial Comprehensive General Liability Insurance to cover liability bodily injury, property damage, premises and property damage and contractual liability with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations
Aggregate	

- ii. Comprehensive Automobile Liability Insurance to cover the use of and any owned, non-owned, scheduled or rented automotive equipment to be used in performance of the work and services under this Agreement with minimum limits of \$1,000,000 combined single limit per occurrence.

- iii. Workers Compensation Insurance coverage as required by Florida law and Federal law, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

- C. Contractor shall have its insurer name District, its staff, consultants and supervisors and Miami-Dade County as additional insureds on its Commercial General Liability policy and its Automobile Liability Insurance.

**Section 9.** **Independent Contractor.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein.

**Section 10.** **Indemnification.** Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District, its directors, officers, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed hereunder. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contractor sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this Section. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

**Section 11.** **Extra Work.** The Contractor shall perform all extra work not specified herein that may be ordered in writing by the District. For the extra work, the Contractor shall be paid at the rate named in this Agreement for the work of a similar nature and character. All extra work ordered and performed will be paid for at the price in the written order for such extra work.

**Section 12.** **Employees.** Contractor shall at all times enforce strict discipline and good order among his employees and the employees of any subcontractors and shall

not employ on the Work an unfit person or anyone not skilled in the Work assigned to him. Subcontractors whose work is unsatisfactory to the District or who are considered as careless, incompetent, unskilled or disorderly or who uses threatening or abusive language to any person shall be dismissed from work upon notice from the District and shall not be employed to perform the Work thereafter. No liquor, alcoholic beverages, or narcotics shall be allowed on the site of the Work.

All labor described in these Specifications or indicated on the Work specified or indicated, shall be executed in a high quality, thorough substantial and workmanlike manner and by people skilled in the applicable trade.

All employees of contractor and subcontractor shall at all times wear uniforms clearly identifying the company name for which they are employed. Contractor shall ensure employees are provided and utilize proper safety equipment and clothing in compliance with all applicable regulations for the scope of Work included in this Agreement.

**Section 13. Protection of Property and Public.** Contractor shall continually maintain adequate protection of all Work from damage and shall protect public and private property from injury or loss arising in connection with this Contract. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and the Agreement.

Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of Federal, State and local laws, including, but not limited to the requirements of the Occupational Safety & Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises to prevent accidents and injuries to persons or property in or about the Work.

Any request for compensation claimed by the Contractor on account of emergency Work shall be reviewed by the District upon Contractor submitting proof and documentation to the District, and within thirty (30) days of receipt of all necessary documents, District shall make a determination.

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

Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other

improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas pipes, conduit, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

**Section 14. Authority of District.** District shall have the authority to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to any failure on the part of the Contractor to carry out orders given by District. The Contractor shall not suspend the Work necessary and convenient to perform Work without the written permission of the District.

**Section 15. Examination of the Work.** It is Contractor's responsibility to perform the Work in all details in accordance with the Agreement, and the District shall never be responsible or liable to the Contractor's or any other party by reason of the Contractor's failure to do so. Any failure by the District to discover defects or deficiencies in the Work of the Contractor shall not release Contractor from his or its liability therefore to the District, or any other party for any such defect or deficiency.

**Section 16. Defective Work.** Within fourteen (14) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work to be corrected, or authorize such repairs as may be necessary to be made. Any expense incurred by the District in making corrections or repairs, which the Contractor has failed or refused to make after being duly notified shall be paid for out of any monies due or which may become due the Contractor under his Agreement. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Agreement in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Work.

All costs and expenses, including reasonable attorney's fees, incurred by reason of Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him. Any special Work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the Work performed by him.

**Section 17. Public Records.**

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

1. Keep and maintain public records required by the District to

perform the services or work set forth in this Agreement; and

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

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

**C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**



**SPECIAL DISTRICT SERVICES, INC.**

**2501A Burns Road**

**Palm Beach Gardens, Florida 33410**

**TELEPHONE: 1-877-737-4922**

**EMAIL: fware@sdsinc.org**

**Section 18. Interpretation of Agreement.** It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement or its terms, conditions, and provisions be more strongly or strictly construed against the District than against the Contractor.

**Section 19. Ambiguities.** Any ambiguity or uncertainty shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties. In the event of a conflict with respect to terms of this Agreement and attached Exhibit hereto, this Agreement shall control over any Exhibit herein.

**Section 20. Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

**Section 21. Extent of Agreement.** This Agreement represents the entire and integrated Agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

**Section 22. Assignment.** No assignment by the Contractor of this Agreement, or any part therefor, or any monies due, or to become due thereunder shall be made without the prior written approval and consent of the District.

**Section 23. Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**Section 24. Amendment.** No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

**Section 25. Attorney's Fees.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, and appellate proceedings.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

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

Attest:

**VENETIAN PARC COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chair/Vice-Chair

\_\_\_\_ day of \_\_\_\_\_, 2020

**ELCONDE ENTERPRISES INC, a  
Florida corporation, D/B/A CONDE  
LANDSCAPING SERVICE**

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

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

Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_ day of \_\_\_\_\_, 2020

(CORPORATE SEAL)

STATE OF FLORIDA                    }  
COUNTY OF MIAMI-DADE        }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of ELCONDE ENTERPRISES INC., a Florida corporation, D/B/A CONDE LANDSCAPING SERVICE. He or she is personally known to me or has produced \_\_\_\_\_ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

Commission Expires: \_\_\_\_\_

**EXHIBIT “A”**  
**PROPOSAL**



2741 SW 84<sup>th</sup> Court

Miami, FL 33155

[Luis@CondeLandscaping.com](mailto:Luis@CondeLandscaping.com)

Office (305) 223-0041, fax (305) 223-1220

## **Lawn Maintenance Contract**

This contract is in agreement to **El Conde Ent, Inc. DBA Conde Landscaping**, a Florida corporation herein after to as contractor, **Venetian Parc CDD, In care of SDS, INC** referred to as the Client. Contractor and Client hereby promise and agree to the following: The contractor agrees to provide the service and detailed in the following specifications and attached Technical Addendum. (no Technical Addendum included) The client agrees to pay the charges specified herein. Client and Contractor may also hereinafter be referred to each as a "Party" or collectively as the "Parties"

Now, Therefore, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

**Mowing, Edging:** All turf areas shall be mowed at height no lower than (3) inches upon each service. Mowing shall be with a (reel/rotary/ or mulching) according to grass type or variety. Mower will always be sharp to provide a quality cut. Mowing height will be according to grass type and variety. Clippings will be left on the lawn as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, large clumps of clipping will be distributed by mechanical blowing or collected and removed by the Contractor. In the case of fungal disease outbreaks, clippings will be collected until the disease is undetectable. All areas to be mowed shall first have all little/minor debris removed. All single-family homes fronts and town home fronts will be maintained on each visit.

Tree rings and plant beds and all building, sidewalks, fences, driveway, parking lots and other surface areas bordered by grass will be edged every mowing. Turf around sprinkler heads will be trimmed or treated with non-selective herbicides as to not interfere with or intercept water output. Contractor will clean all clippings from sidewalks, curbs and roadway immediately after mowing and/ or edging.

Clipping will not be swept, blow, or otherwise disposed of in sewer drains.

**Pruning Trees and Shrubs:** Shall be trim along the entrance and perimeter in accordance to the ANSI-300 guidelines I order to maintain and promote good growth patterns and the health of the trees. In all areas unless otherwise instructed. Trees will be De-brown and De-seeded with a height of Ten (10) feet from the graded ground, on every visit that is two additional Feet than requested. A canopy lift of Eight (8) feet will be maintained for all walkways, bike paths and common areas. Palm Fronds under 8ft will be removed.

Pre Hurricane Pruning will be done on October, includes all palms and trees in the community. (Conde Landscaping recommend this service in June) at additional charge upon client request. Palms will be de-seeded and de-brown as needed.

### **Mulch:**

Additional charge of \$3.00 per bag to do mulching of entire location. Mulch will be raked in to

not have debris on sidewalk.

**Trash:** Replacement of 9 trash receptacles during every visit.

The Contractor will carry liability amounts and workmen's compensation coverage required by the Addendum to lawn Maintenance Contract. The Contractor is also responsible for obtaining any license requires by law for activities on client's property.

All vehicles are clearly marked with the company name and are properly working, no oil or other fluids may be dispersed by company vehicle. All employees will be properly attired with visible company logo on shirts.

Contract for maintenance of property at identified location.

**VENETIAN PARC CDD, IN CARE OF SDS, INC  
NE CORNER OF SW 157<sup>TH</sup> AVE AND 174<sup>TH</sup> ST**

**Lawn service Schedule per month:**

**Complete Lawn Service.**

Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Yearly
2	2	2	2	2	3	3	3	3	3	3	2	30

Annual contract total is \$11,400.00

The payment of \$380.00 per service schedule as follow:

January through May and December - \$760.00 monthly

June through November \$ 1,140.00 Monthly.

- This agreement will be in force for a period of one year for the rate of Fourteen Thousand Four hundred dollars), and is self-renewing at the same rate. Either Party can terminate this agreement by providing written notice to terminate. Termination will be final, 30 days after the written notice is received.

**I HAVE READ FULLY THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.** In witness whereof, the parties to this contract have signed and execute it as indicated.

Signature of Approval: \_\_\_\_\_ Title: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**RESOLUTION NO. 2020-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT  
APPROVING A PROPOSED BUDGET AND NON-AD VALOREM  
SPECIAL ASSESSMENTS FOR FISCAL YEAR 2020/2021; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (the “Board”) of the Venetian Parc Community Development District (the “District”) is required by Section 190.008(2)(a), *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

**WHEREAS**, the Proposed Budget including the Assessments for Fiscal Year 2020/2021 has been prepared and considered by the Board.

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

**Section 1.** The Proposed Budget including the Assessments for Fiscal Year 2020/2021 attached hereto as Exhibit “A” is approved and adopted by the Board.

**Section 2.** A Public Hearing is hereby scheduled for \_\_\_\_\_, 2020 at 6:00 p.m. in the Venetian Parc Community Clubhouse Meeting Room located at 15351 S.W. 175<sup>th</sup> Street, Miami, Florida 33187, for the purpose of receiving public comments on the Proposed Fiscal Year 2020/2021 Budget.

**PASSED, ADOPTED and EFFECTIVE** this 26<sup>th</sup> day of May, 2020.

**ATTEST:**

**VENETIAN PARC  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

# Venetian Parc Community Development District

**Proposed Budget For  
Fiscal Year 2020/2021  
October 1, 2020 - September 30, 2021**

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**PROPOSED BUDGET**  
**VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2020/2021**  
**OCTOBER 1, 2020 - SEPTEMBER 30, 2021**

	<b>FISCAL YEAR 2020/2021 BUDGET</b>
<b>REVENUES</b>	
Administrative Assessments	66,794
Maintenance Assessments	54,776
Debt Assessments (Area One)	458,173
Debt Assessments (Area Two)	457,015
Interest Income	240
<b>TOTAL REVENUES</b>	<b>\$1,036,998</b>
<b>EXPENDITURES</b>	
<b>ADMINISTRATIVE EXPENDITURES</b>	
Supervisor Fees	0
Payroll Taxes (Employer)	0
Management	27,492
Legal	11,000
Assessment Roll	10,000
Audit Fees	3,800
Insurance	6,500
Legal Advertisements	850
Miscellaneous	1,100
Postage	325
Office Supplies	625
Dues & Subscriptions	175
Website Management	2,000
Arbitrage Rebate Fee - Area One	650
Arbitrage Rebate Fee - Area Two	650
Trustee Fee - Area One	3,550
Trustee Fee - Area Two	3,550
Continuing Disclosure Fee - Area One	500
Continuing Disclosure Fee - Area Two	500
Administrative Contingency	1,100
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$74,367</b>
<b>MAINTENANCE EXPENDITURES</b>	
Park Maintenance Tract N	20,000
Field Operations Management	1,320
Community Entrance Signage Maintenance	4,200
Street/Roadway Maintenance	5,000
Electric Power Service/Misc	3,200
Engineering/Annual Report/Inspections	1,500
Irrigation System Maintenance & Upkeep	0
Mulch & Other Ground Cover/Annals	0
Tree/Plant Replacement/Pruning	0
Tract Lawn & Landscape Services	0
Tract Lawn Fertilizer & Pest Control	0
General Maintenance	3,750
Maintenance Contingency	7,500
Storm Preparedness	5,020
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$51,490</b>
<b>TOTAL EXPENDITURES</b>	<b>\$125,857</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$911,141</b>
Bond Payments - Area One	(430,682)
Bond Payments - Area Two	(429,594)
<b>BALANCE</b>	<b>\$50,865</b>
County Appraiser & Tax Collector Fee	(20,735)
Discounts For Early Payments	(41,470)
<b>EXCESS/ (SHORTFALL)</b>	<b>(\$11,340)</b>
Carryover From Prior Year	11,340
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$0</b>

**DETAILED PROPOSED BUDGET**  
**VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2020/2021**  
**OCTOBER 1, 2020 - SEPTEMBER 30, 2021**

	FISCAL YEAR 2018/2019 ACTUAL	FISCAL YEAR 2019/2020 BUDGET	FISCAL YEAR 2020/2021 BUDGET	COMMENTS
<b>REVENUES</b>				
Administrative Assessments	81,021	73,553	66,794	Expenditures Less Interest & Carryover/.94
Maintenance Assessments	42,292	48,031	54,776	Expenditures/.94
Debt Assessments (Area One)	458,173	458,173	458,173	Bond Payments/.94
Debt Assessments (Area Two)	457,015	457,015	457,015	Bond Payments/.94
Interest Income	309	240	240	Projected At \$20 Per Month
<b>TOTAL REVENUES</b>	<b>\$1,038,810</b>	<b>\$1,037,012</b>	<b>\$1,036,998</b>	
<b>EXPENDITURES</b>				
<b>ADMINISTRATIVE EXPENDITURES</b>				
Supervisor Fees	0	0	0	Supervisor Fees
Payroll Taxes (Employer)	0	0	0	Supervisor Fees * 7.65%
Management	26,388	26,880	27,492	CPI Adjustment
Legal	11,630	10,500	11,000	\$500 Increase From 2019/2020 Budget
Assessment Roll	10,000	10,000	10,000	As Per Contract
Audit Fees	3,600	3,700	3,800	Accepted Amount For 2019/2020 Audit
Insurance	5,000	7,500	6,500	Insurance Estimate
Legal Advertisements	560	850	850	No Change From 2019/2020 Budget
Miscellaneous	396	1,200	1,100	\$100 Decrease From 2019/2020 Budget
Postage	111	325	325	No Change From 2019/2020 Budget
Office Supplies	428	650	625	\$25 Decrease From 2019/2020 Budget
Dues & Subscriptions	175	175	175	No Change From 2019/2020 Budget
Website Management	1,500	2,000	2,000	No Change From 2019/2020 Budget
Arbitrage Rebate Fee - Area One	650	650	650	No Change From 2019/2020 Budget
Arbitrage Rebate Fee - Area Two	650	650	650	No Change From 2019/2020 Budget
Trustee Fee - Area One	3,500	3,550	3,550	No Change From 2019/2020 Budget
Trustee Fee - Area Two	3,500	3,550	3,550	No Change From 2019/2020 Budget
Continuing Disclosure Fee - Area One	500	500	500	No Change From 2019/2020 Budget
Continuing Disclosure Fee - Area Two	500	500	500	No Change From 2019/2020 Budget
Administrative Contingency	0	1,200	1,100	Administrative Contingency
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$69,088</b>	<b>\$74,380</b>	<b>\$74,367</b>	
<b>MAINTENANCE EXPENDITURES</b>				
Park Maintenance Tract N	12,534	17,160	20,000	\$2,840 Increase From 2019/2020 Budget
Field Operations Management	900	1,320	1,320	No Change From 2019/2020 Budget
Community Entrance Signage Maintenance	0	4,200	4,200	No Change From 2019/2020 Budget
Street/Roadway Maintenance	575	2,600	5,000	\$2,400 Increase From 2019/2020 Budget
Electric Power Service/Misc	1,551	2,100	3,200	\$1,100 Increase From 2019/2020 Budget
Engineering/Annual Report/Inspections	1,250	1,500	1,500	No Change From 2019/2020 Budget
Irrigation System Maintenance & Upkeep	0	0	0	
Mulch & Other Ground Cover/Annuals	0	0	0	
Tree/Plant Replacement/Pruning	0	0	0	
Tract Lawn & Landscape Services	0	0	0	
Tract Lawn Fertilizer & Pest Control	0	0	0	
General Maintenance	2,862	3,750	3,750	No Change From 2019/2020 Budget
Maintenance Contingency	0	7,500	7,500	No Change From 2019/2020 Budget
Storm Preparedness	0	5,020	5,020	No Change From 2019/2020 Budget
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$19,672</b>	<b>\$45,150</b>	<b>\$51,490</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$88,760</b>	<b>\$119,530</b>	<b>\$125,857</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$950,050</b>	<b>\$917,482</b>	<b>\$911,141</b>	
Bond Payments - Area One	(436,567)	(430,682)	(430,682)	2021 P & I Payments Less Earned Interest
Bond Payments - Area Two	(435,865)	(429,594)	(429,594)	2021 P & I Payments Less Earned Interest
<b>BALANCE</b>	<b>\$77,618</b>	<b>\$57,206</b>	<b>\$50,865</b>	
County Appraiser & Tax Collector Fee	(9,993)	(20,735)	(20,735)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(38,460)	(41,471)	(41,470)	Four Percent Of Total Assessment Roll
<b>EXCESS/ (SHORTFALL)</b>	<b>\$29,165</b>	<b>(\$5,000)</b>	<b>(\$11,340)</b>	
Carryover From Prior Year	0	5,000	11,340	Carryover From Prior Year
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$29,165</b>	<b>\$0</b>	<b>\$0</b>	

# DETAILED PROPOSED DEBT SERVICE FUND (AREA ONE) BUDGET

VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2020/2021

OCTOBER 1, 2020 - SEPTEMBER 30, 2021

	FISCAL YEAR 2018/2019	FISCAL YEAR 2019/2020	FISCAL YEAR 2020/2021	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	11,991	300	300	Projected Interest For 2020/2021
NAV Tax Collection	436,567	430,682	430,682	Maximum Debt Service Collection
<b>Total Revenues</b>	<b>\$448,558</b>	<b>\$430,982</b>	<b>\$430,982</b>	
<b>EXPENDITURES</b>				
Principal Payments	85,000	90,000	100,000	Principal Payment Due In 2021
Interest Payments	331,475	328,925	317,825	Interest Payments Due In 2021
Bond Redemption	0	12,057	13,157	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$416,475</b>	<b>\$430,982</b>	<b>\$430,982</b>	
<b>Excess/ (Shortfall)</b>	<b>\$32,083</b>	<b>\$0</b>	<b>\$0</b>	

## Series 2013 Bond Information - Area One

Original Par Amount =	\$5,515,000	Annual Principal Payments Due =	November 1st
Interest Rate =	6.00% - 6.50%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	October 2013		
Maturity Date =	November 2043		

Par Amount As Of 1/1/20 = \$5,050,000

**DETAILED PROPOSED DEBT SERVICE FUND (AREA TWO) BUDGET**  
**VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2020/2021**  
**OCTOBER 1, 2020 - SEPTEMBER 30, 2021**

	FISCAL YEAR 2018/2019	FISCAL YEAR 2019/2020	FISCAL YEAR 2020/2021	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	16,503	300	300	Projected Interest For 2020/2021
NAV Tax Collection	435,865	429,594	429,594	Maximum Debt Service Collection
<b>Total Revenues</b>	<b>\$452,368</b>	<b>\$429,894</b>	<b>\$429,894</b>	
<b>EXPENDITURES</b>				
Principal Payments	70,000	80,000	85,000	Principal Payment Due In 2021
Interest Payments	346,256	339,244	334,144	Interest Payments Due In 2021
Bond Redemption	0	10,650	10,750	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$416,256</b>	<b>\$429,894</b>	<b>\$429,894</b>	
<b>Excess/ (Shortfall)</b>	<b>\$36,112</b>	<b>\$0</b>	<b>\$0</b>	

**Series 2013 Bond Information - Area Two**

Original Par Amount =	\$5,175,000	Annual Principal Payments Due =	November 1st
Interest Rate =	6.375% - 7.125%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	October 2013		
Maturity Date =	November 2044		
Par Amount As Of 1/1/20 =	\$4,845,000		

## Venetian Parc Community Development District Assessment Comparison

	Fiscal Year 2017/2018 Assessment Before Discount*	Fiscal Year 2018/2019 Assessment Before Discount*	Fiscal Year 2019/2020 Assessment Before Discount*	Fiscal Year 2020/2021 Projected Assessment Before Discount*
Administrative	\$100.46	\$131.39	\$121.78	<b>\$110.59</b>
Maintenance	\$53.72	\$70.02	\$79.53	<b>\$90.70</b>
<u>Debt</u>	<u>\$1,274.46</u>	<u>\$1,274.46</u>	<u>\$1,274.46</u>	<u><b>\$1,274.46</b></u>
Total For Area One Townhomes	<b>\$1,428.64</b>	<b>\$1,475.87</b>	<b>\$1,475.77</b>	<b>\$1,475.75</b>
Administrative	\$100.46	\$131.39	\$121.78	<b>\$110.59</b>
Maintenance	\$53.72	\$70.02	\$79.53	<b>\$90.70</b>
<u>Debt</u>	<u>\$1,622.34</u>	<u>\$1,622.34</u>	<u>\$1,622.34</u>	<u><b>\$1,622.34</b></u>
Total For Area One Single Family Units	<b>\$1,776.52</b>	<b>\$1,823.75</b>	<b>\$1,823.65</b>	<b>\$1,823.63</b>
Administrative	\$100.46	\$131.39	\$121.78	<b>\$110.59</b>
Maintenance	\$53.72	\$70.02	\$79.53	<b>\$90.70</b>
<u>Debt</u>	<u>\$1,274.46</u>	<u>\$1,274.46</u>	<u>\$1,274.46</u>	<u><b>\$1,274.46</b></u>
Total For Area Two Townhomes	<b>\$1,428.64</b>	<b>\$1,475.87</b>	<b>\$1,475.77</b>	<b>\$1,475.75</b>
Administrative	\$100.46	\$131.39	\$121.78	<b>\$110.59</b>
Maintenance	\$53.72	\$70.02	\$79.53	<b>\$90.70</b>
<u>Debt</u>	<u>\$1,622.34</u>	<u>\$1,622.34</u>	<u>\$1,622.34</u>	<u><b>\$1,622.34</b></u>
Total For Area Two Single Family Units	<b>\$1,776.52</b>	<b>\$1,823.75</b>	<b>\$1,823.65</b>	<b>\$1,823.63</b>

\* Assessments Include the Following :

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information:

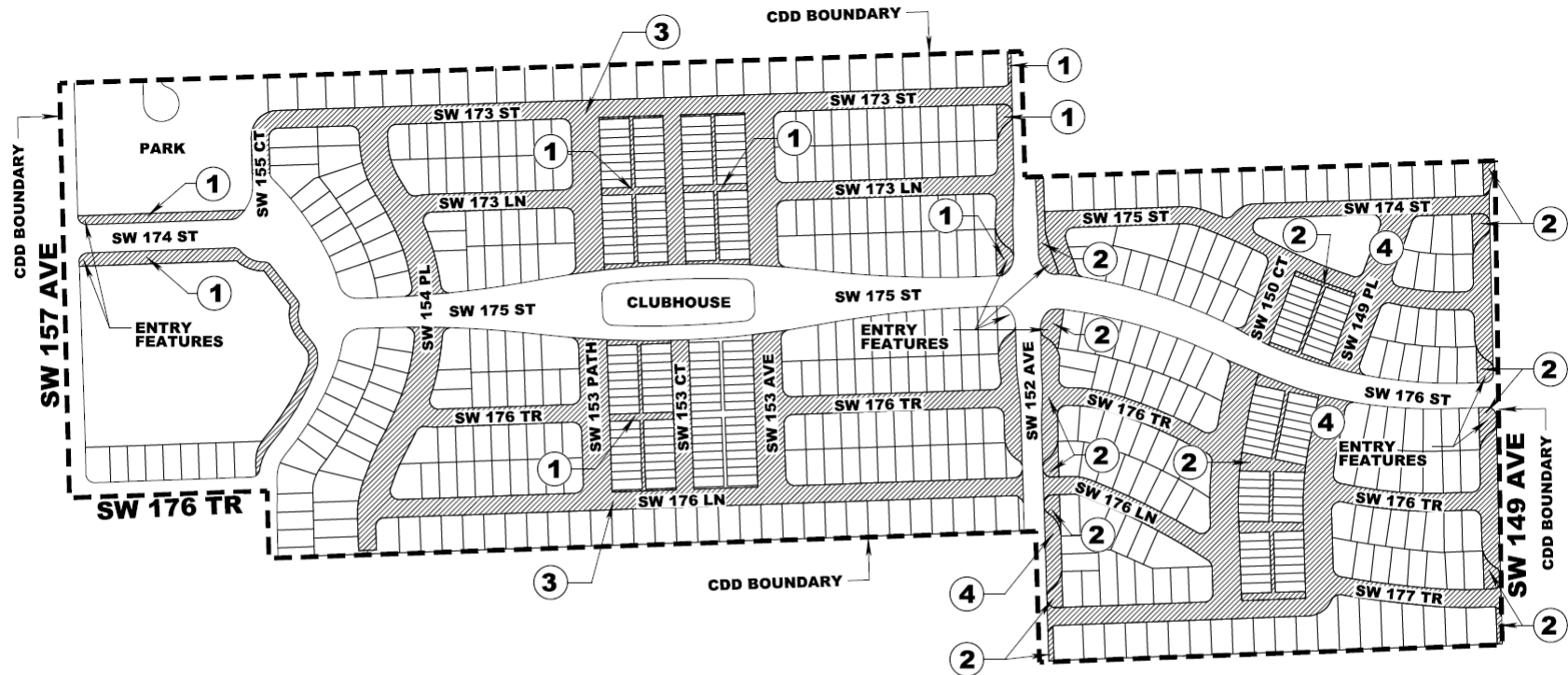
Area One Townhomes	96
<u>Area One Single Family Units</u>	<u>207</u>
Total Area One Units	303
Area Two Townhomes	90
<u>Area Two Single Family Units</u>	<u>211</u>
Total Area Two Units	301
Total Area One Units	303
<u>Total Area Two Units</u>	<u>301</u>
Total Units	604

## **VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT**

### **RULES for Parking on District Property**

- 1.1 Any vehicle parked in violation of District parking rules as set forth herein may be towed at the vehicle owner's expense by a towing contractor approved by the District Board of Supervisors, subject to the provisions of applicable ordinances of Miami-Dade County and Florida Statutes. "No Parking" signs shall be installed at the location of towing areas in accordance with the requirements of applicable ordinances of Miami-Dade County and Florida Statutes. All other traffic and parking rules and regulations of Miami-Dade County or the State of Florida, including the requirements of Chapter 316, Florida Statutes, are to be enforced by the Miami-Dade Police Department or approved law enforcement agency having jurisdiction thereof.
- 1.2 Except as otherwise provided by resolution of the Board of Supervisors, on-street parking is prohibited twenty-four (24) hours a day, seven (7) days a week on all District streets, roadways, alleyways, thoroughfares, or rights-of-way and on all other District property.
- 1.3 Parking is prohibited upon or within all non-paved District property including, but not limited to, landscaped areas within or adjacent to any District's right-of-way. This prohibition shall remain in effect twenty-four (24) hours per day, seven (7) days per week.
- 1.4 Marked law enforcement or other emergency vehicles are exempt from the parking rules prohibiting on-street parking. Owners/residents who are law enforcement or emergency services officials may not leave their law enforcement or other emergency vehicles in District parking areas described in Rules 1.1 to 1.3, unless they are performing official duties at that location.
- 1.5 The enforcement of these parking rules may be suspended in whole or in part for specified periods of time, as determined by the District.
- 1.6 No vehicle maintenance or repair shall be permitted over or on any portion of the District road rights-of-way or other District property.
- 1.7 Anyone operating a motor vehicle upon District road right-of-way shall do so in accordance with Florida law and posted speed limits and traffic regulations.
- 1.8 If District property is damaged or in need of repair as a result of violation of these rules, the District will provide an invoice to the property owner who is in violation for the reasonable cost of repair. In the event the invoice remains unpaid, the charges for the repair shall be added to the Operating and Maintenance assessment attributable to the violator's property within the District on the next ensuing tax bill.

# Venetian Parc Community Development District Parking Rules Enforcement Areas



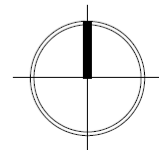
## CDD OWNERSHIP

- 1** TRACTS "B, C, D, J, L, M, O, AND P"  
(PB 170, PG 27)  
FOLIOS: 30-5933-035-3940  
30-5933-035-3950  
30-5933-035-3960  
30-5933-035-4020  
30-5933-035-4070  
30-5933-035-4040  
30-5933-035-4050  
30-5933-035-4080  
ORB 30197, PG 3548  
CATEGORY: LANDSCAPING AND  
ENTRY FEATURES

- 2** TRACTS "C, D, E, F, G, H, J, K, L, M, N,  
O, Q AND R" (PB 170, PG 33)  
FOLIOS: 30-5933-064-2150  
30-5933-064-2170  
30-5933-064-2180  
30-5933-064-2160  
30-5933-064-2240  
30-5933-064-2200  
30-5933-064-2190  
30-5933-064-2250  
30-5933-064-2260  
30-5933-064-2230  
30-5933-064-2270  
30-5933-064-2290  
30-5933-064-2220  
30-5933-064-2300  
ORB 30296, PG 4779  
CATEGORY: LANDSCAPING AND  
ENTRY FEATURES

- 3** TRACTS "A AND PORTION OF H"  
(PB 170, PG 27)  
FOLIOS: 30-5933-035-3930  
30-5933-035-4000  
ORB 30197, PG 3548  
CATEGORY: INTERIOR ROADS

- 4** TRACTS "A, I AND P" (PB 170, PG 33)  
FOLIOS: 30-5933-064-2130  
30-5933-064-2210  
30-5933-064-2280  
ORB 30296, PG 4779  
CATEGORY: INTERIOR ROADS



**AGREEMENT FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED  
BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER**

THIS AGREEMENT TO ACCESS CERTAIN EXEMPT INFORMATION MAINTAINED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER (AGREEMENT), made and entered into this 26<sup>th</sup> day of May, 2020, by and between the **VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “CDD”) and the **MIAMI-DADE COUNTY PROPERTY APPRAISER**, (hereinafter referred as the “**Property Appraiser**”).

**WITNESSETH**

**WHEREAS**, the CDD is an independent special purpose unit of local government that helps plan, finance, construct, operate and maintain infrastructure and services for the benefit of its residents,

**WHEREAS**, the CDD may finance infrastructure and services by levying ad valorem taxes or non-ad valorem assessments,

**WHEREAS**, the CDD has requested access to certain records maintained by the Property Appraiser relating to specific property owners, including name, home addresses, telephone numbers, dates of birth, and photographs, which are exempt from public disclosure under section 119.071 of the Florida Statutes (“**Exempt Information**”),

**WHEREAS**, under section 119.071 of the Florida Statutes, “home addresses” includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address,

**WHEREAS**, the CDD shall only request Exempt Information when there is a statutory or official need for the Exempt Information,

**WHEREAS**, the CDD shall take full responsibility for protecting all Exempt Information provided pursuant to this agreement in accordance with Florida law,

**NOW, THEREFORE**, in consideration of the covenants herein provided, the CDD and the Property Appraiser agree as follows:

1. The foregoing recitals are incorporated herein.
2. Before the CDD requests any Exempt Information from the Property Appraiser, the CDD shall establish sufficient safeguards to ensure that Exempt Information will not be disclosed, whether intentionally or inadvertently, by the CDD or any of its agents or employees, except as authorized by Florida law.
3. The CDD shall only use Exempt Information to fulfill the official administration, duties, and responsibilities of the CDD and such Exempt Information may not be disclosed or shared for any other purpose other than as prescribed by Florida law.



4. When in receipt of Exempt Information from the Property Appraiser, the CDD acknowledges that its employees, successors, and authorized agents are subject to the same requirements exempting such records from public disclosure and the same penalties for violation of those requirements as the Property Appraiser. The CDD accepts full responsibility for the actions of its employees, successors, and authorized agents with regards to the Exempt Information, unless otherwise provided by Florida law and subject to the limitations of section 768.28, Florida Statutes, to the extent applicable.
5. To the extent allowed by, and subject to the limitations of, section 768.28 of the Florida Statutes, if applicable, the CDD does hereby agree to indemnify and hold the Property Appraiser, its officials, employees, and instrumentalities, harmless from any and all liability for any damage, injury, or claim that may arise by virtue of the Property Appraiser's disclosure of the Exempt Information to the CDD, or the exercise of any rights, obligations or actions under this Agreement, including, but not limited to, the CDD's failure to maintain the Exempt Information in accordance with Florida law.
6. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the CDD and the Property Appraiser and shall remain in full force and effect and be binding on the CDD, and any permitted successors or assigns.
7. In the event that the CDD requests any third party to assume any of its responsibilities as it relates to the Exempt Information or this Agreement, the CDD must require the third party to agree in writing that it is subject to, and must comply with, all terms of this Agreement and that it must protect the Exempt Information from disclosure. Such agreement by the third party must be signed before the CDD allows the third party to access any Exempt Information. The CDD acknowledges that such assumption by a third party shall not relieve the CDD from any obligations or responsibilities hereunder. Any failure by any third party shall not subject the Property Appraiser to any liability for any damage, injury, or claim that may arise. A failure of the CDD to comply with this section shall be a breach of this Agreement and therefore a termination of the Agreement without the notice requirement in section 9.
8. Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under section 768.28 of the Florida Statutes, or as a waiver of the Property Appraiser's sovereign rights.
9. Either party to this Agreement may terminate the Agreement with seven (7) days' written notice to the other party. The CDD's obligation to protect the Exempt Information from disclosure shall remain in full force and effect following the termination of the Agreement.
10. The language agreed to herein expresses the mutual intent and agreement of the Property Appraiser and the CDD, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.

11. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the persons listed herein. For the present, the CDD and Property Appraiser designate the following as the respective places for notice purposes:

Community Development District

Venetian Parc CDD c/o SDS, Inc  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

With a Copy to:

District Counsel  
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
515 East Las Olas Blvd., Sixth Floor  
Fort Lauderdale, Florida 33301  
Attn: Dennis E. Lyles, Esq.

Property Appraiser:

Miami-Dade County  
Office of the Property Appraiser  
111 Northwest First Street, Suite 710  
Miami, Florida 33128

With a Copy to:

Miami-Dade County Attorney's Office  
111 Northwest First Street, Suite 2810  
Miami, Florida 33128

**IN WITNESS WHEREOF**, the Venetian Parc Community Development District has caused this instrument to be executed by its respective officials thereunto duly authorized, this the day and year above written.

**VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

By: \_\_\_\_\_  
Secretary/Assistant Secretary

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

APPROVED AS TO LEGAL FORM  
AND CORRECTNESS:

\_\_\_\_\_  
CDD Attorney

**MIAMI-DADE COUNTY PROPERTY APPRAISER**

ATTEST:

By: \_\_\_\_\_  
Property Appraiser/ Designee

\_\_\_\_\_  
Date