



**VENETIAN PARC  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
REGULAR BOARD MEETING  
SEPTEMBER 23, 2021  
6:00 P.M.**

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

[www.venetianparccdd.org](http://www.venetianparccdd.org)  
786.347.2711.ext. 2011 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT**  
Venetian Parc Community Clubhouse Meeting Room  
15351 SW 175<sup>th</sup> Street  
Miami, Florida 33187  
**REGULAR BOARD MEETING**  
September 23, 2021  
6:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- 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. May 27, 2021 Regular Board Meeting & Public Hearing.....Page 2
- G. Old Business
  - 1. Update Regarding Additional Parking Spaces – Caltran Engineering, Inc.
  - 2. Update Regarding Venetian Parc Public School
  - 3. Update Regarding Final Lift of Asphalt (Venetian Parc Area Two - Luxcom)
- H. New Business
  - 1. Consider Resolution No. 2021-07 – Adopting a Fiscal Year 2020/2021 Amended Budget ...Page 6
  - 2. Consider Park Tract Landscape Maintenance Agreement Amendment.....Page 12
  - 3. Consider Approval of Auditor Renewal.....Page 21
  - 4. Discussion Regarding Tree Root Pruning/Tree Relocation.....Page 22
  - 5. Discussion Regarding Dead Royal Palms.....Page 25
  - 6. Discussion Regarding Park Tract Trash Canister
  - 7. Discussion Regarding Contribution to HOA for Holiday Events
  - 8. Legislative Session Update.....Page 26
- I. Administrative & Operational Matters
- J. Board Member & Staff Closing Comments
- K. Adjourn

# MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

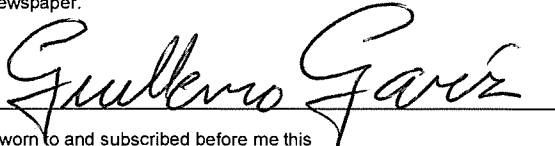
Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT -  
FISCAL YEAR 2020/2021 REGULAR MEETING SCHEDULE

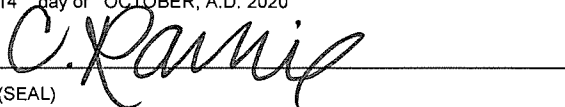
in the XXXX Court,  
was published in said newspaper in the issues of

10/14/2020

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

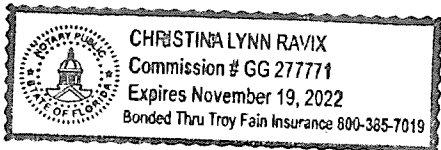


Sworn to and subscribed before me this  
14 day of OCTOBER, A.D. 2020



(SEAL)

GUILLERMO GARCIA personally known to me



## VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2020/2021 REGULAR MEETING SCHEDULE

**NOTICE IS HEREBY GIVEN** that the Board of Supervisors (the "Board") of the Venetian Parc Community Development District (the "District") will hold Regular Meetings in the Venetian Parc Community Clubhouse Meeting Room located at 15351 SW 175th Street, Miami, Florida 33187 at 6:00 p.m. on the following dates:

October 22, 2020  
November 19, 2020  
February 25, 2021  
March 25, 2021  
April 22, 2021  
May 27, 2021  
June 24, 2021  
July 22, 2021  
September 23, 2021

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 or by contacting the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

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

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 305-777-0761 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 PARC COMMUNITY DEVELOPMENT DISTRICT

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

10/14

20-06/0000492793M

**VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING & PUBLIC HEARING  
MAY 27, 2021**

**A. CALL TO ORDER**

District Manager Nancy Nguyen called the May 27, 2021, Regular Board Meeting of the Venetian Parc Community Development District (the “District”) to order at approximately 6:07 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 May 27, 2021, Regular Board Meeting had been published in the *Miami Daily Business Review* on May 7, 2021, and May 14, 2021, *as legally required*.

**C. ESTABLISH A QUORUM**

Ms. Nguyen stated that the attendance of Chairman Sergio Valdes, Vice Chairman Eugene Collings-Bonfill (via conference call and who also arrived at the meeting location at 6:28 p.m.), and Supervisors Rachel Hernandez, and Aaron Heinrich constituted a quorum and it was in order to proceed with the meeting.

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

**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. March 25, 2021, Regular Board Meeting**

Ms. Nguyen presented the minutes of the March 25, 2021, Regular Board Meeting and asked if there were any changes and/or corrections. There being no comments or changes, a **motion** was made by Mr. Valdes, seconded by Mr. Heinrich and passed unanimously approving the minutes of the March 25, 2021, Regular Board Meeting, *as presented*.

***NOTE:*** *At approximately 6:08 p.m., Ms. Nguyen recessed the Regular Meeting and simultaneously opened the Public Hearing.*

**G. PUBLIC HEARING**

**1. Proof of Publication**

Ms. Nguyen presented proof of publication that notice of the Public Hearing had been published in the *Miami Daily Business Review* on May 7, 2021, and May 14, 2021, *as legally required*.

## **2. Receive Public Comments on Fiscal Year 2021/2022 Final Budget**

Ms. Nguyen opened the public comment portion of the public hearing to receive comments on the 2021/2022 fiscal year final budget and non-ad valorem special assessments. There being no comments, Ms. Nguyen closed the public comment portion of the Public Hearing.

## **3. Consider Resolution No. 2021-05 – Adopting a Fiscal Year 2021/2021 Final Budget**

Ms. Nguyen presented Resolution No. 2021-05, entitled:

### **RESOLUTION NO. 2021-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2021/2022 FINAL BUDGET INCLUDING NON-AD VALOREM SPECIAL ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.**

Ms. Nguyen stated that the document provides for approving and adopting the fiscal year 2021/2022 final budget and the non-ad valorem special assessment tax roll. A discussion ensued after which:

A **motion** was made by Mr. Heinrich, seconded by Mr. Valdes and unanimously passed to approve and adopt Resolution No. 2021-05, *as presented*; thereby setting the 2021/2022 final budget and non-ad valorem special assessment tax roll.

***NOTE:*** *At approximately 6:10 p.m., Ms. Nguyen closed the Public Hearing and simultaneously reconvened the Regular Meeting.*

## **H. OLD BUSINESS**

### **1. Update Regarding Additional Parking Space – Caltran Engineering, Inc.**

Ms. Nguyen reminded the Board that during the March 25, 2021, meeting, the Board appointed Mr. Heinrich as the District representative for this item. Mr. Heinrich stated that he contacted Caltran Engineering, Inc. representatives to obtain information regarding the District's application for the additional parking spaces request. Mr. Heinrich further explained that he was awaiting some responses from Caltran Engineering, Inc. More information on this item will be provided by Mr. Heinrich at a future meeting.

### **2. Update Regarding Water & Sewer No-Objection Letter/Easement – Miami-Dade County Public Schools**

Ms. Nguyen explained that Mr. Collings-Bonfill had executed the No-Objection Letter. Should there be any updates on this item, they will be provided at future meetings, if necessary.

### **3. Update Regarding Sidewalk Pressure Cleaning**

Ms. Nguyen advised that the sidewalk pressure cleaning project had been completed. The Board stated that the sidewalks looked great.

#### **4. Update Regarding Sidewalk Milling/Cutting Project**

Ms. Nguyen advised that the sidewalk milling/cutting project had been completed.

### **I. NEW BUSINESS**

#### **1. Consider Resolution No. 2021-06 – Adopting a Fiscal Year 2021/2022 Meeting Schedule**

Ms. Nguyen presented Resolution No. 2021-06, entitled:

#### **RESOLUTION NO. 2021-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2021/2022 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

Ms. Nguyen provided an explanation for the document. A discussion ensued after which:

A **motion** was made by Ms. Hernandez, seconded by Mr. Valdes and unanimously passed to approve and adopt Resolution No. 2021-06, *as amended* (removing the March 24, 2022, and May 26, 2022, meeting dates); thereby setting the 2021/2022 regular meeting schedule and authorizing the publication of same, *as required by law*.

### **J. ADMINISTRATIVE & OPERATIONAL MATTERS**

#### **1. Statement of Financial Interests/Disclosure 2020 Form 1 – Filing Deadline: July 1, 2021**

Ms. Nguyen reminded the Board Members of the importance of completing and mailing to the Supervisor of Elections within the County of residency their individual 2020 Statement of Financial Interests Form 1 (the “Form”). The deadline for submittal is July 1, 2021. Ms. Nguyen further explained that she would send an email with a copy of the Form and instructions on how to complete the Form to the Board Members.

### **K. BOARD MEMBER & STAFF CLOSING COMMENTS**

Mr. Heinrich expressed his concern with motorists speeding on SW 175<sup>th</sup> Street and asked if there was anything that could be done to have the County install speed humps/bumps and/or signs to slow down the traffic. Mr. Heinrich was reminded of the leverage that constituents of a community can have with their County Commissioners to get them to respond. A discussion ensued, after which:

A **motion** was made by Ms. Hernandez, seconded by Mr. Valdes and unanimously passed appointing Mr. Heinrich to write a letter template to be provided to all residents of the Venetian Parc community with instructions on how to utilize the template and to send the signed letters to the County Commissioners.

**L. 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 Regular Board Meeting at approximately 6:36 p.m.

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Secretary/Assistant Secretary

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Chairperson/Vice Chairperson

**RESOLUTION NO. 2021-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2020/2021 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (the “Board”) of the Venetian Parc Community Development District (the “District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

**WHEREAS**, the District has prepared for consideration and approval an Amended Budget.

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

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

**Section 2.** The Secretary/Assistant 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 23<sup>rd</sup> day of September, 2021.

**ATTEST:**

**VENETIAN PARC  
COMMUNITY DEVELOPMENT DISTRICT**

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

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



Venetian Parc  
Community Development District

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

# CONTENTS

- I AMENDED FINAL OPERATING FUND BUDGET
- II AMENDED FINAL DEBT SERVICE FUND BUDGET - AREA ONE
- III AMENDED FINAL DEBT SERVICE FUND BUDGET - AREA TWO

**AMENDED FINAL BUDGET**  
**VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT**  
**OPERATING FUND**  
**FISCAL YEAR 2020/2021**  
**OCTOBER 1, 2020 - SEPTEMBER 30, 2021**

	FISCAL YEAR 2020/2021 BUDGET 10/1/20 - 9/30/21	AMENDED FINAL BUDGET 10/1/20 - 9/30/21	YEAR TO DATE ACTUAL 10/1/20 - 8/31/21
<b>REVENUES</b>			
Administrative Assessments	78,859	80,256	80,256
Maintenance Assessments	103,124	103,127	103,127
Debt Assessments (Area One)	458,173	458,173	458,173
Debt Assessments (Area Two)	455,392	455,393	455,393
Interest Income	240	550	539
<b>TOTAL REVENUES</b>	<b>\$ 1,095,788</b>	<b>\$ 1,097,499</b>	<b>\$ 1,097,488</b>
<b>EXPENDITURES</b>			
<b>ADMINISTRATIVE ASSESMENTS</b>			
Supervisor Fees	0	0	0
Payroll Taxes (Employer)	0	0	0
Management	27,492	27,492	25,201
Legal	11,000	13,500	11,543
Assessment Roll	10,000	10,000	0
Audit Fees	3,800	3,800	3,800
Insurance	6,500	6,493	6,493
Legal Advertisements	850	850	528
Miscellaneous	1,100	1,250	1,021
Postage	325	310	297
Office Supplies	625	300	247
Dues & Subscriptions	175	175	175
Website Management	2,000	2,000	1,833
Arbitrage Rebate Fee - Area One	650	650	650
Arbitrage Rebate Fee - Area Two	650	650	650
Trustee Fee - Area One	3,550	3,500	3,500
Trustee Fee - Area Two	3,550	3,500	3,500
Continuing Disclosure Fee - Area One	500	350	0
Continuing Disclosure Fee - Area Two	500	500	0
Administrative Contingency	1,100	500	0
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 74,367</b>	<b>\$ 75,820</b>	<b>\$ 59,438</b>
<b>MAINTENANCE ASSESSMENTS</b>			
Park Maintenance Tract N	20,000	25,000	20,027
Field Operations Management	1,320	1,320	1,210
Community Entrance Signage Maintenance	4,200	5,400	4,400
Street/Roadway Maintenance	5,000	4,000	2,880
Electric Power Service/Misc	3,200	2,500	1,841
Engineering/Annual Report/Inspections	1,500	14,500	12,045
General Maintenance	3,750	2,000	0
Maintenance Contingency	52,948	35,000	18,132
Storm Preparedness	5,020	2,500	0
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 96,938</b>	<b>\$ 92,220</b>	<b>\$ 60,535</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 171,305</b>	<b>\$ 168,040</b>	<b>\$ 119,973</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 924,483</b>	<b>\$ 929,459</b>	<b>\$ 977,515</b>
Bond Payments (Area One)	(430,682)	(436,850)	(436,850)
Bond Payments (Area Two)	(428,069)	(434,408)	(434,408)
<b>BALANCE</b>	<b>\$ 65,732</b>	<b>\$ 58,201</b>	<b>\$ 106,257</b>
County Appraiser & Tax Collector Fee	(21,910)	(10,567)	(10,567)
Discounts For Early Payments	(43,822)	(40,199)	(40,199)
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 7,435</b>	<b>\$ 55,491</b>
Carryover From Prior Year	0	0	0
<b>Net Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 55,491</b>
FUND BALANCE AS OF 9/30/20		\$100,305	
FY 2020/2021 ACTIVITY		\$7,435	
FUND BALANCE AS OF 9/30/21		\$107,740	

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

	<b>FISCAL YEAR</b> <b>2020/2021</b> <b>BUDGET</b> <b>10/1/20 - 9/30/21</b>	<b>AMENDED</b> <b>FINAL</b> <b>BUDGET</b> <b>10/1/20 - 9/30/21</b>	<b>YEAR</b> <b>TO DATE</b> <b>ACTUAL</b> <b>10/1/20 - 8/31/21</b>
<b>REVENUES</b>			
Interest Income (Area One)	300	50	49
NAV Tax Collection (Area One)	430,682	436,850	436,850
<b>Total Revenues</b>	<b>\$ 430,982</b>	<b>\$ 436,900</b>	<b>\$ 436,899</b>
<b>EXPENDITURES</b>			
Principal Payments (Area One)	100,000	95,000	95,000
Interest Payments (Area One)	317,825	320,675	320,675
Bond Redemption	13,157	0	0
<b>Total Expenditures</b>	<b>\$ 430,982</b>	<b>\$ 415,675</b>	<b>\$ 415,675</b>
<b>Excess/Shortfall</b>	<b>\$ -</b>	<b>\$ 21,225</b>	<b>\$ 21,224</b>

FUND BALANCE AS OF 9/30/20	\$606,814
FY 2020/2021 ACTIVITY	\$21,225
FUND BALANCE AS OF 9/30/21	\$628,039

Notes

Reserve Fund Balance = \$210,975\*. Revenue Fund Balance = \$417,064\*.  
Revenue Fund Balance To Be Used To Make 11/1/2021 Principal & Interest Payment Of \$258,913 -  
Principal Payment Of \$100,000 & Interest Payment Of \$158,913.

\* Approximate Amounts

**Series 2013 Bond Information - Area One**

Original Par Amount =	\$5,515,000	Annual Principal Payments Due:
Interest Rate =	6.0% - 6.5%	November 1st
Issue Date =	October 2013	Annual Interest Payments Due:
Maturity Date =	November 2043	May 1st & November 1st

Par Amount As Of 9/30/21 = \$4,955,000

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

	<b>FISCAL YEAR</b> <b>2020/2021</b> <b>BUDGET</b> <b>10/1/20 - 9/30/21</b>	<b>AMENDED</b> <b>FINAL</b> <b>BUDGET</b> <b>10/1/20 - 9/30/21</b>	<b>YEAR</b> <b>TO DATE</b> <b>ACTUAL</b> <b>10/1/20 - 8/31/21</b>
<b>REVENUES</b>			
Interest Income (Area Two)	300	71	70
NAV Tax Collection (Area Two)	428,069	434,408	434,408
<b>Total Revenues</b>	<b>\$ 428,369</b>	<b>\$ 434,479</b>	<b>\$ 434,478</b>
<b>EXPENDITURES</b>			
Principal Payments (Area Two)	85,000	80,000	80,000
Interest Payments (Area Two)	334,144	336,694	336,694
Bond Redemption	9,225	15,000	15,000
<b>Total Expenditures</b>	<b>\$ 428,369</b>	<b>\$ 431,694</b>	<b>\$ 431,694</b>
<b>Excess/Shortfall</b>	<b>\$ -</b>	<b>\$ 2,785</b>	<b>\$ 2,784</b>

FUND BALANCE AS OF 9/30/20	\$834,849
FY 2020/2021 ACTIVITY	\$2,785
FUND BALANCE AS OF 9/30/21	\$837,634

Notes

Reserve Fund Balance = \$420,833\*. Revenue Account Balance = \$416,801\*.  
Revenue Account Balance To Be Used To Make 11/1/2021 Principal & Interest Payment Of \$252,072 -  
Principal Payment Of \$85,000 & Interest Payment Of \$167,072.

\* Approximate Amounts

**Series 2013 Bond Information - Area Two**

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

Par Amount As Of 9/30/21 = \$4,750,000

**FIRST AMENDMENT AND EXTENSION OF  
LANDSCAPE MAINTENANCE SERVICES AGREEMENT**

**THIS FIRST AMENDMENT AND EXTENSION TO THE LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT**, made and entered into this 1st day of October, 2021 (the “First Amendment”), 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 TRIMSCAPE CORP., a Florida corporation, whose principal address is 19525 SW 272 Street, Miami, Florida 33031 (the “Contractor”).

**RECITALS**

**WHEREAS**, the District and the Contractor entered into a Landscape Maintenance Service Agreement dated October 1, 2020 for a one (1) year term (the “Agreement”); and

**WHEREAS**, the District and the Contractor desire to extend the Agreement for another one (1) year term and amend the compensation to provide for the increase in costs for services in the amount of \$600 for one year; and

**WHEREAS**, Contractor has submitted the updated price quote and represents that it is qualified to provide landscape maintenance services identified in the Agreement, as amended by this First Amendment; 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 First Amendment.

**Section 2.**     The Agreement is hereby revised and amended to provide for the following Section 3. Compensation:

**Section 3. Compensation**

A.     The annual contract amount for the Work is TWELVE THOUSAND SIX HUNDRED AND 00/100 (12,600.00) DOLLARS, payable by District to Contractor in monthly installments of ONE THOUSAND TWO HUNDRED SIXTY AND 00/100 (\$1,260) DOLLARS for the months of May through October and EIGHT HUNDRED FORTY AND 00/100 (\$840.00) DOLLARS for the months of January through April and November through December.

B.     The mulch cost shall be \$4.00 per bag and installation as requested by District.

**Section 3.**     The Agreement is hereby extended and amended in Section 4. Term to provide for an additional term of one (1) year, which shall commence on October 1, 2021 and be in full force and effect for one (1) year, unless otherwise terminated in accordance with the Agreement.

**Section 4.** The Agreement is hereby amended to provide for the following Section 26. E-Verify:

**Section 26. E-Verify.** Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of SECTION 6 herein, if the District has a good faith belief that the Contractor 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. If the District has a good faith belief that a subcontractor of the Contractor 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 promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

**Section 5.** In all other respects not specifically amended by this First Amendment, the Agreement shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

**VENETIAN PARC COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Print Name:  
Title:  
this \_\_\_\_ day of \_\_\_\_\_, 2021

**TRIMSCAPE CORP., a Florida  
corporation**

**WITNESSES:**

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
this \_\_\_\_ day of \_\_\_\_\_, 2021

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

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 \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of TRIMSCAPE CORP., a Florida corporation. 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

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

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





## INTRODUCTION

September 7, 2021

*Dear: Nancy*

Thank you for taking the time and allowing **TRIMSCAPE** to submit a bid proposal for landscape

We are excited for the opportunity to work for your property. We firmly believe that our service and maintenance will make your property stand out and flourish. From our expertise and knowledge, we can evaluate your property correctly. We have been a strong reputation in the local community to be honest, reliable, and do a great job.

In this proposal you will find our initial plan on the basis of a walk around the property. Consider this as preliminary and further adjustments can be made along the way.

We look forward to showing you what we can do!

Sincerely,

**TRIMSCAPE**

*Patrick Deery*

Patrick Deery

President

## EXPERIENCE

**TRIMSCAPE** has an array of work history from commercial, institutional, HOA, Religious. We are diverse and offer an expansive list of self-performed services. From routine landscape maintenance, tree trimming,

Irrigation repairs, Mulching, landscaping install, pressure washing of common areas/loading areas to name a few. All employees are trained and retrained quarterly to ensure safe and efficient work practices.

## LANDSCAPE MAINTENANCE PROPOSAL

- Our staffing would consist of the following:
  - (6) Uniformed detail service crew members working on site per visit to ensure a tidy appearance.
  - The site will be visited (12) times per year by our Operations Manager.
  - A Monthly walk-through will be attended by our Operations Manager & dedicated crew leader.

### Total Proposed Cost Including Labor, Equipment, and Materials of yearly services to be performed:

- **Servicing of property 30x per year.**
- Mowing common areas 30x per year.
- Hedge trimming if required 12x per year on rotation.
- Weed control – All landscaped areas, including shrub and ground cover beds, planters, swales, walkways, and areas covered with gravel, rocks, or wood chips shall be kept free of weeds.
- Lifting of mature trees under 7 Ft for pedestrian and vehicle clearance at all times.
- Litter Control – Ten (10) Trash Receptacles cleaned on each service.

## TRIMSCAPE GENERAL SPECIFICATIONS

### I. Introduction

The following Specification establishes the standard for landscape maintenance at *Venetian Parc CDD*. The Property is managed by Special District Services, Inc. whose representatives are Nancy Nguyen and Ryan Quiroga (“Owner’s Representatives”).

#### SCOPE OF WORK

*TRIMSCAPE* (“Contractor”) shall furnish all labor, equipment, tools, services and special skills necessary to complete the work specified in accordance with professional horticultural and ornamental practices. During the pendency of this Agreement the contractor shall not provide work or service for any individual homeowner to prevent any conflict of interest.

### II. Maintenance

- **Mowing**
  - Turf shall be cut at a uniform height using sharp blades.
  - Turf shall be maintained 5 inches during the cooler season
  - Warm season turf shall be maintained at 4 ½ inches
  - Mowing patterns shall be changed periodically to avoid rutting of turf areas.

- During mowing, care shall be exercised to prevent damage to trees and other obstacles in the lawn areas, such as electrical boxes or fixtures.
- **Edging**
  - All turf edges adjacent to walks, curbs, paved areas, fixtures at grade, and shrub or groundcover areas shall be trimmed as needed to maintain a crisp and neat appearance.
  - During edging, care shall be exercised to prevent damage to trees, building surfaces, walls, header boards, light fixtures, signage, etc.
- **Hedge Trimming**
  - Shrubs shall be pruned and trimmed as required for safety, removal and general containment or appearance.
  - Shrubs shall be pruned and trimmed in such a manner as to retain and promote as much of the flowering and other natural characteristics of the shrub as possible
- **Air Blowing**
  - Any walkways or paved areas will be blown free of any debris accumulated during service visits.

### III. Pruning and Trimming

- Mature trees shall be pruned up to a height of 7-feet as required for safety, removal of broken or diseased branches, for pedestrian or vehicular access, or ingress or egress
- Pruning shall be done in observance of proper horticultural practices by those experienced and skilled in pruning technique.
- Pruning under this specification is limited to that which may be done from the ground.
- Structural tree work shall be done only upon approval or as directed by Owner's Representatives and shall be performed as an Extra Charge.

### IV. Irrigation N/A

- **In General**
  - In the irrigation of all plant materials, Contractor shall operate all irrigation systems in such a manner so as to obtain uniform moisture throughout the root zone.
  - Contractor will adjust its watering schedule equal to the percolation rate each zone is capable of receiving based on topography, soil type, plant materials, season and/or climatic factors and shall utilize repeat cycles to maximize penetration and minimize runoff.
  - Hours of scheduled operation will be programmed to minimize disease occurrence in plant materials and to reduce possible nuisance from sprinkler operation to pedestrians or vehicles (typically, early morning hours before sunrise).
  - The Owner will provide Contractor with locks, keys and maps (, all of which shall remain the property of owner
- **Operations of System**

- Contractor shall personally observe all systems during operation cycle at least **once per month** to verify effectiveness of sprinkler operation and preventive maintenance shall be performed on system as needed.
- Contractor will adjust, as necessary, all sprinkler heads, valves and pressure reducers to continue operation at maximum efficiency and performance.

## V. Weed, Disease and Pest Control (IPM) N/A

### • In General

- When contracted for these respective services, contractor shall maintain weed, disease and pest free turf, groundcover and shrubs, where such diseases and/or pests are foreseeable, preventable and reasonably treatable (treatment for unforeseen diseases or pest invasion will be additional cost above and beyond the normal turf maintenance program.). Contractor shall also remove weeds from hardscape areas, including walkways, asphalt, brow ditches and curb lines.
- Contractor shall maintain disease and pest free trees where such diseases and/or pests are foreseeable, preventable and reasonably treatable through the application of chemical controls such as insecticides and provided that insecticides can be applied systemically or through ground level topical spraying. (Overhead treatment and/or treatment for unforeseen diseases or pest invasion will be proposed as Extra Work).
- Contractor's responsibility for pest control shall be limited to invertebrates. Control of rodents and other vertebrates will be proposed as Extra Work.
- **Preexisting condition will not be covered under this contact and will be charged as an additional expense. Ex. Lethal Necrosis, white fly, chinch bugs, worms etc.**

### • Pesticides

- Adherence to Regulations - All materials used by Contractor shall be in strict accordance with the Florida Department of Pesticide Regulation. Application and disposal of pesticides shall be within the guidelines established in the Florida Food and Agriculture Code and the Florida Code of Regulations.
- Timing of Application - Pesticides will be applied at times which limit the possibility of contamination from climatic and other factors. Applicator shall monitor forecasted weather conditions to avoid making applications prior to inclement weather in order to eliminate potential runoff of treated areas.
- Method and Manner of Application- Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area.

## VI. Fertilization N/A

- Goal of Fertilization- Plant materials shall be fertilized as required to maintain healthy color and appearance and promote perpetual growth.
- Number of Applications- While particular fertilizer requirements are dictated by the prevalent soil conditions at the site, the following is fairly typical with regard to the number of applications in a single year for specific plant materials: (a) turf – three times; (b) groundcover – three times; (c) Shrubs – three times; and (d) trees – three times per year. Contractor, however, may utilize slow-release fertilizers which reduce the typical amount of applications needed.

- Manner of Application-In making applications of fertilizer, precautions will be taken to contain these materials in the planting areas and prevent the depositing of material onto paved area. Any fertilizer deposited on paved areas will be removed immediately.

## **VII. Clean-Up**

- Contractor shall remove all green waste and other debris resulting from maintenance operations and dispose of it off-site. All grass clippings deposited on roadways or walks shall be removed after each mowing or trimming operation. On-site disposal of green waste shall be permitted with approval of Owner's Representatives. Non-organic debris not generated by Contractor shall be disposed of at the job-site container, if one is available.
- Timing of Removal/Observation- All debris resulting from Contractor's operations shall be removed by the end of the workday on each scheduled maintenance visit. All landscape areas shall be patrolled whenever on site to check for vandalism, broken tree branches, rodents, insects, snails, pests and/or diseases.

## **VIII. Extra Work**

- Mulching @ 4.00 per bag
- Pests, weeds in turf and disease control - quoted additional if needed.
- Tree trimming scheduled at additional cost
- Pressure washing scheduled at additional cost

## **IX. Insurance**

- Trimscape will be self-performing all work and shall provide and maintain during the life of this Contract "Worker's Compensation Insurance" for all of his employees employed in connection with the performance of this Agreement.
- The Contractor shall provide and maintain during the life of this Agreement, insurance that will protect Contractor, and any subcontractor. The Contractor shall also provide and maintain during the life of the Agreement insurance that will indemnify and hold harmless the Client, and its respective officers, agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of the work pursuant to this Agreement, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act of Contractor, its employees, agents, officers, or Subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified here under.
- Insurance shall be provided with a limit of \$1,000,000.00 in policy as follows: Commercial General Liability, Insurance, including Products and/or Complete Operations, Explosions Hazard, Collapse Hazard and Underground Property Damage Hazard and Contractual Liability. The Client shall be named as an additional insured.
- Insurance shall be provided with a limit of \$1,000,000.00 in policy as follows: Comprehensive Auto Liability Insurance.
- All such insurance shall be obtained from companies licensed and authorization to do business in the field of insurance in the State of Florida and are authorized and licensed to provide the insurance required herein.

- At the time of execution of the Agreement, the Contractor will file with the management company, certificates of such insurance, acceptable to the Client. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Client.

## X. Termination

- This Agreement may be terminated by the Client at any time and at the discretion of the Client, with or without cause, upon thirty (30) days written notice to Contractor. This Agreement may be terminated by Contractor at any time, with or without cause, upon thirty (30) days written notice to the Client. In the event this Agreement is terminated by either party, the Contractor shall bill the Client, and receive payment for those Landscape Maintenance Services provided prior to the date of termination.
- All notices and communications required hereunder shall be hand-delivered or by written notice via certified mail. If sent by any other means, such notices shall be effective only upon actual receipt by the other party for whom it is intended.

## Service Schedule 2021-2022

Service Month	Service Visits 30x @420.00	Mulching of swale trees & common areas	Annual Hardwood Tree Trimming	Annual Palm Tree Trimming	Irrigation Wet checks	Pest Control IPM Including Broad Leaf weed control	Fertilizer of Common areas and in front of homes	Annual Flowers at entrances	Monthly Total
January	\$840.00	-	-	-	-	-	-	-	\$840.00
February	\$840.00	-	-	-	-	-	-	-	\$840.00
March	\$840.00	-	-	-	-	-	-	-	\$840.00
April	\$840.00	-	-	-	-	-	-	-	\$840.00
May	\$1,260.00	-	-	-	-	-	-	-	\$1,260.00
June	\$1,260.00	-	-	-	-	-	-	-	\$1,260.00
July	\$1,260.00	-	-	-	-	-	-	-	\$1,260.00
August	\$1,260.00	-	-	-	-	-	-	-	\$1,260.00
September	\$1,260.00	-	-	-	-	-	-	-	\$1,260.00
October	\$1,260.00	-	-	-	-	-	-	-	\$1,260.00
November	\$840.00	-	-	-	-	-	-	-	\$840.00
December	\$840.00	-	-	-	-	-	-	-	\$840.00
Yearly	\$12,600.00								\$12,600.00

September 23, 2021

RE: Venetian Parc Community Development District Auditor Renewal

At the November 8, 2018 Venetian Parc Community Development District Board Of Supervisors meeting, the firm of Grau & Associates was selected to perform the 9-30-2018, 9-30-2019 and 9-30-2020 year end audits of the District with an option to perform the 9-30-2021 and 9-30-22 audits.

The fees for the 9-30-2018 audit were \$3,600. The fees for the 9-30-2019 audit were \$3,700. And the fees for the 9-30-2020 audit were \$3,800. The proposed fee for the 9-30-2021 audit is \$3,900, which is the budgeted amount for audit fees for Fiscal Year 2021/2022. And the proposed fee for the 9-30-2022 audit is \$3,900.

Management is pleased with the professionalism and the competence of the Grau & Associates partners and staff; therefore management recommends that the Board approve the renewal option for the Fiscal Year Ending 9-30-2021 and 9-30-2022 audits for Grau & Associates.

Special District Services, Inc.



**VENETIAN PARC CDD**  
**Giancarlo Gerevini – 17303 SW 153<sup>rd</sup> Path, Miami, FL 33187**













# VENETIAN PARC CDD

## Royal Palm Removal Map



• : 18 dead royal palms

## MEMORANDUM

TO: District Manager

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

DATE: July 16, 2021

RE: 2021 Legislative Update

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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 2021-226, Laws of Florida (HB 1103).** This legislation requires independent special fire control districts and hospital districts to engage independent firms to conduct performance reviews beginning October 1, 2022 and October 1, 2023, respectively, and every five years thereafter. This legislation also requires all independent mosquito control districts and soil and water conservation districts to undergo a performance review conducted by The Office of Program Policy Analysis and Government Accountability (OPPAGA). OPPAGA must submit the performance reviews of the districts by September 30, 2023, for independent mosquito districts and by September 30, 2024, for soil and water conservation districts. This law also requires annual financial reports and annual audit reports for all special districts to identify separately:

- The total number of district employees compensated in the last pay period of the fiscal year;
- The total number of independent contractors paid in the last month of the fiscal year;
- All compensation earned by employees;
- All compensation earned by contractors;
- Each construction project with a total cost of at least \$65,000 approved by the district to begin after October 1 of the fiscal year being reported and the total expenditures for the project;
- A budget variance report showing how district spending compared to the original budget for the year; and
- For independent special district that levies ad valorem taxes or non-ad valorem special assessments, include the rates, total amount collected, total amount and terms of outstanding bonds.

Finally, this act clarifies that community redevelopment agencies with revenues or expenses greater than \$100,000 must conduct an annual financial audit separate from the annual financial report of the county or municipality that created the agency. The effective date of this act is October 1, 2021.

**2. Chapter 2021-17, Laws of Florida (HB 35).** This law modifies the criteria that a newspaper must satisfy to publish legal notices. This law also gives government agencies,

including special districts, the option to publish legal notices on the website of a qualified newspaper and on Florida Press Association's (FPA) repository website under specified conditions. Finally, this legislation requires the FPA to ensure that minority populations have equitable access to legal notices posted on the FPA's repository website and requires the FPA to publish a report containing specified information. The effective date of this act is January 1, 2022.

**3. Chapter 2021-1, Laws of Florida (SB 72).** This Act creates Sections 768.38 and 768.381, Florida Statutes. Section 768.38 is the statute relevant to our special district clients. It specifies requirements for COVID-19-related civil actions/claims, provides that the plaintiff has the burden of proof in such actions, and provides that if the court determines that the defendant made a good faith effort to substantially comply with authoritative or controlling government-issued health standards or guidance at the time the cause of action accrued, the defendant is immune from civil liability. If the court determines that the defendant did not make such a good faith effort, the plaintiff is authorized to proceed with his/her action; however, the defendant will only be liable for an act or omission relating to a COVID-19-related claim if gross negligence is proven by clear and convincing evidence. The effective date of this act is March 29, 2021.

**4. Chapter 2021-168, Laws of Florida (SB 64).** Section 1 of this legislation amends Section. 403.064, Florida Statutes, and requires domestic wastewater utilities that dispose of effluent, reclaimed water, or reuse water by surface water discharge to create a timeline and plan to eliminate nonbeneficial surface water within five years. Section 2 of the legislation creates section. 403.892, Florida Statutes, to provide incentives for using greywater technologies. The legislation requires counties, municipalities, and special districts to promote the beneficial reuse of water, and the reuse of reclaimed water for irrigation purposes. The effective date of this act is June 29, 2021

**5. Chapter 2021-63, Laws of Florida (HB 337).** In the context of impact fees this act provides for minimum criteria for the adoption of impact fees by local governments (includes special districts). The legislation also provides limitations on how much and how often impact fees may be increased. The act requires the local government to credit against the collection of impact fees, on a dollar-for-dollar basis at fair market value, any contribution related to the improvement of public facilities or infrastructure towards impacts on the same type of public facilities for which the contribution was made. Lastly, the legislation requires local governments to submit with their annual financial report or audit an affidavit signed by their chief financial officer or executive officer attesting that all impact fees were collected and expended in compliance with the statute, that the reporting entity complied with the spending period, and that the funds were expended only for the uses allowed under the statute. The effective date of this legislation is June 4, 2021.

**6. Chapter 2021-194, Laws of Florida (HB 53).** Florida law currently defines a "public works project" as an activity in which 50% or more of the cost is paid for from state-appropriated funds and provides certain preferences in competitive solicitation. This legislation removes the 50% threshold so that the provisions of law for public works projects will now apply to all government projects that require competitive solicitation. In addition, the act prohibits the use of a local ordinance or regulation to prevent licensed contractors from participation in the bidding process based on the contractor maintaining an office in the jurisdiction, the contractor's hiring of employees or subcontractors from the jurisdiction, or the contractor's payment of local taxes,



assessments, or duties within the jurisdiction. The governmental entity is also prohibited from requiring a contractor to pay a predetermined wage, provide specified benefits, control, limit, or expand staffing, or recruit, train, or hire employees from a single source. The act further requires each county, municipality, or special district providing wastewater services to develop a needs analysis for its jurisdiction over the next 20 years. The needs analysis must be provided to the county by June 30, 2022, and every five years thereafter. Lastly, the act requires each county, municipality, or special district providing a stormwater management program or stormwater management system to develop a needs analysis for its jurisdiction over the next 20 years. This needs analysis must be provided to the county by July 31, 2022, and every five years thereafter. The effective date of this act is July 1, 2021.

**7. Chapter 2021-124, Laws of Florida (SB 378).** This legislation amends Section. 218.735 Florida Statutes, to increase the statutory interest rate from 1% per month to 2% per month for public and private parties that fail to make required payments for certain construction labor, services, and materials. The effective date of this act is July 1, 2021,

**8. Chapter 2021-173, Laws of Florida (SB 400).** This law prohibits an agency from responding to a request to inspect or copy a record by filing an action for declaratory relief against the requester to determine whether the record is a public record or the status of the, public record is confidential or exempt. The effective date of this act is July 1, 2021.

**9. Chapter 2021-129, Laws of Florida (SB 890).** This act amends Section. 119.0712(2), Florida Statutes, to provide for a \$2,000 fine to any person using or releasing information contained in the Driver and Vehicle Database (Driver License/ Insurance) for a purpose not specifically authorized by law. The effective date of this act is October 1, 2021.

**10. Chapter 2021-165, Laws of Florida (SB 44).** This act amends Section. 934.50, Florida Statutes, to create additional exceptions to the general prohibition on drone surveillance by authorizing a state agency or political subdivision to use an approved drone to assess damage during a declared state of emergency resulting from a hurricane, flood, wildfire, or other natural disaster. The act requires the Department of Management Services (DMS) to publish an approved drone manufacturers' list by January 1, 2022. A governmental agency using an unapproved drone must discontinue the use of any such drone by January 1, 2023. As with any surveillance activity, governmental actors are bound by Fourth Amendment protections. Though the act allows the government to use drones, the manner of use must comport with constitutional privacy protections. This act is effective July 1, 2021.

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/>.