

VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT

MIAMI-DADE COUNTY

SPECIAL BOARD MEETING & PUBLIC HEARING AUGUST 28, 2025 6:00 p.m.

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

www.venetianparccdd.org

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

AGENDA VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT

Venetian Parc Community Clubhouse Meeting Room 15351 SW 175th Street Miami, Florida 33187

SPECIAL BOARD MEETING & PUBLIC HEARING

August 28, 2025 6:00 p.m.

| A. | Cal | l to Order | | | |
|----|----------------------|---|--|--|--|
| B. | Proof of Publication | | | | |
| C. | Establish Quorum | | | | |
| D. | Ado | ditions or Deletions to Agenda | | | |
| E. | Cor | nments from the Public for Items Not on the Agenda | | | |
| F. | App | proval of Minutes | | | |
| | 1. | February 27, 2025 Regular Board Meeting | | | |
| G. | Old | Business | | | |
| | 1. | Update Regarding Existing Driveway Extensions | | | |
| | 2. | Update Regarding Tree Upkeep Mitigation Project – Phase II (21 Trees) | | | |
| | 3. | Update Regarding SW 157 th Ave. Miami-Dade Public School Traffic Study | | | |
| | 4. | Update Regarding Dead Palm Tree Removals | | | |
| | 5. | Update Regarding Sidewalk Milling & Replacements | | | |
| H. | New Business | | | | |
| | 1. | Discussion Regarding Public Park Gazebo Painting (SW 157 th Ave. & SW 174 th St.) | | | |
| | 2. | Discussion Regarding Tree Upkeep Mitigation – Phase III | | | |
| | 3. | Discussion Regarding Sidewalk Pressure Cleaning | | | |
| | 4. | Consider Resolution No. 2025-03 – Resetting Public Hearing Date to Adopt Fiscal Year 2025/2026 Final Budget | | | |
| | 5. | Consider Interlocal Agreement for Local Government Publications | | | |
| | 6. | Consider Resolution No. 2025-04 – Adopting a Fiscal Year 2025/2026 Meeting SchedulePage 26 | | | |
| I. | Pub | olic Hearing | | | |
| | 1. | Proof of Publication | | | |
| | 2. | Receive Public Comments on Fiscal Year 2025/2026 Final Budget | | | |
| | 3. | Consider Resolution No. 2025-05 – Adopting a Fiscal Year 2025/2026 Final BudgetPage 29 | | | |
| J. | Adı | ministrative & Operational Matters | | | |
| | 1. | Reminder: Required Ethics Training | | | |
| | 2. | 2025 Legislative Update Memo (BCLMR) | | | |
| K. | Boa | ard Member & Staff Closing Comments | | | |
| L. | Adi | iourn | | | |

Publication Date 2025-08-20

Subcategory Miscellaneous Notices

NOTICE OF PUBLIC HEARING AND SPECIAL BOARD MEETING OF THE

VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Venetian Parc Community Development District (the "District") will hold a Public Hearing and a Special Board Meeting on August 28, 2025, at 6:00 p.m., or as soon thereafter as can be heard, in the Venetian Parc Community Clubhouse Meeting Room located at 15351 SW 175th Street, Miami, Florida 33187.

The purpose of the Public Hearing is to receive public comment on the District's Fiscal Year 2025/2026 Proposed Final Budget and Non-Ad Valorem Assessment Roll. A copy of the Proposed Final Budget and/or the Agenda may be obtained from the District's website (www.venetianparccdd.org), or by emailing nnguyen@sdsinc.org. The purpose of the Special Board Meeting is for the Board to consider any other District business which may lawfully and properly come before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or two Board members will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings. If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Special Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Meetings may be cancelled from time to time without advertised notice.

Venetian Parc Community **Development District** www.venetianparccdd.org

PUBLISH: MIAMI HERALD 08/13/25 & 08/20/25

IPL0261873 Aug 13,20 2025

VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT REGULAR BOARD MEETING FEBRUARY 27, 2025

A. CALL TO ORDER

District Manager Nancy Nguyen called the February 27, 2025, Regular Board Meeting of the Venetian Parc Community Development District (the "District") to order at approximately 6:01 p.m. in the Venetian Parc Community Clubhouse located at 15351 SW 175th Street, Miami, Florida 33187.

B. PROOF OF PUBLICATION

Ms. Nguyen presented proof of publication that notice of the February 27, 2025, Regular Board Meeting had been published in the *Miami Herald* on October 10, 2024, as part of the District's Fiscal Year 2024/2025 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Ms. Nguyen determined that the attendance of Chairman Eugene Collings-Bonfill (who arrived at 6:02 p.m.), Vice Chairwoman Rachel Hernandez, and Supervisors Carlos Dominguez, Maria Aleman, and Ronald Fajardo (via conference call who joined at approximately 6:19 PM) 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 District Counsel, Gregory George of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also in attendance were the following District residents: Anna Szczupak and Walter Szczupak.

D. ELECTION OF OFFICERS

Ms. Nguyen explained that changes to the Board of the District were made during the November 21, 2024, Regular Board Meeting, and as a result, she recommended that re-election of the District's Officers take place. She provided the following slate of names for election:

- Chairman Eugene Collings-Bonfill
- Vice Chairwoman Rache Hernandez
- Secretary/Treasurer Nancy Nguyen
- Assistant Secretaries Ronald Fajardo, Carlos Dominguez, Maria Aleman, Armando Silva and Gloria Perez

A **motion** was made by Mr. Collings-Bonfill, seconded by Ms. Aleman and passed unanimously *electing* the District's Officers, as listed above.

E. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions at this time.

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

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

G. APPROVAL OF MINUTES

1. November 21, 2024, Regular Board Meeting

Ms. Nguyen presented the minutes of the November 21, 2024, Regular Board Meeting and asked if there were any changes and/or corrections. There being no comments or changes, a **motion** was made by Mr. Collings-Bonfill, seconded by Ms. Hernandez and passed unanimously approving the minutes of the November 21, 2024, Regular Board Meeting, as presented.

H. OLD BUSINESS

1. Update Regarding Tree Root Pruning/Tree Relocation Permit (Lennar Townhomes)

Ms. Nguyen stated that the permit for the Lennar townhomes tree removal/relocation project had been closed by Miami-Dade County (the "County"). Ms. Nguyen reminded the Board that the County requested that the District pay a refundable bond in the amount of \$5,560. She further explained that now that the permit has been closed, she will communicate with the County to receive the bond refund of \$5,560.

NOTE: Item G. 3. was discussed at this time.

Ms. Nguyen explained that the District's landscape architect had responded to the County's remarks on the Phase II (21 trees) tree removal/relocation permit. She anticipates that the permit will be awarded to the District within the next month. More information on this item will be provided at a future meeting.

2. Discussion Regarding Existing Driveway Extensions – Tract Function

Ms. Nguyen presented the latest version of the Encroachment Agreement (Driveway Extension) prepared by Mr. George and reviewed and edited by Ginger Wald (Billing, Cochran, Lyles, Mauro & Ramsey P.A. Partner), Mr. Peter Pellerito (the District Engineer), Mr. Collings-Bonfill (Board of Supervisors appointed representative on this matter), and Ms. Nguyen. The Board reviewed the document. Mr. Collings Bonfill and other Supervisors recommended making the following changes to the document.

- Include a Fee Sheet as an Exhibit to the document.
- Add language to item 2. E. indicating that the area must be restored to its original condition "at a minimum"
- Add approval by the HOA on material and color to item 2. H.
- Include language about a tree permit requirement for removal and relocation of trees on the swale to item 2. I.
- Add language indicating a collection of costs through a special assessment on property tax bill to item 5.

Mr. George and Ms. Nguyen acknowledged the Board's comments and recommendations.

The updated document will be presented at a future meeting for Board consideration.

NOTE: This discussion took place during agenda item K.

The Board discussed a desire to finalize the Encroachment Agreement prior to the next scheduled meeting. Ms. Nguyen reminded the Board that Mr. Collings-Bonfill was appointed as the Board's representative for items pertaining to the driveway extension encroachments. A discussion ensued, after which:

A **motion** was made by Ms. Aleman, seconded by Ms. Hernandez and unanimously passed approving the Encroachment Agreement, in substantial final form, and further authorizing Mr. Collings-Bonfill to approve the finalized Encroachment Agreement for new driveway extensions as well as old driveway extensions.

3. Update Regarding Tree Upkeep Mitigation Project – Phase II (21 Trees)

NOTE: This item was discussed during item G. 1.

I. NEW BUSINESS

1. Discussion Regarding Stormwater System Permit Procedures

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

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

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

Ms. Nguyen recommended that the District consider a 365 day permit. She further explained that should the District experience heavy storms or hurricanes, it would be beneficial to already have a permit in place so that work can be scheduled quickly following such storms. Ms. Nguyen explained that price sheets were requested from several contractors, but she had only received a response from two (2) contractors. The Board agreed with Ms. Nguyen's recommendation to apply for a 365 day permit.

Ms. Nguyen will email the Board copies of the 2 price sheets in her possession for their review.

2. Consider Resolution No. 2025-01 – Adopting a Fiscal Year 2025/2026 Proposed Budget

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

R RESOLUTION NO. 2025-01

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 2025/2026; AND PROVIDING AN EFFECTIVE DATE.

Ms. Nguyen explained that the proposed 2025/2026 fiscal year budget would be balanced by designating a carryover of approximately \$14,231 from the projected fund balance as of September 30, 2025. Ms. Nguyen advised that since the overall proposed assessments were not increasing in the fiscal year 2025/2026, letters to the residents would not be required. Furthermore, Ms. Nguyen stated as part of Resolution No. 2025-01, the Board must set a date for the public hearing to adopt the fiscal year 2025/2026 final budget and assessment roll. A discussion ensued after which:

A **motion** was made by Mr. Collings-Bonfill, seconded by Mr. Dominguez and unanimously passed approving and adopting Resolution No. 2025-01, *as presented*, setting the public hearing to adopt the fiscal year 2025/2026 final budget and assessments for <u>June 26, 2025</u>, at 6:00 p.m. in the Venetian Parc Community Clubhouse located at 15351 SW 175th Street, Miami, Florida 33187; and further authorizing publication/notice of the budget public hearing, as required by law.

3. Consider Resolution No. 2025-02 – Register Agent Change

Ms. Nguyen presented Resolution No. 2025-02, entitled:

RESOLUTION 2025-02

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

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

A **motion** was made by Mr. Collings-Bonfill, seconded by Mr. Dominguez and unanimously passed designating Michael J. Pawelczyk as the Venetian Parc Community Development District registered agent, and designating the registered office of Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301.

J. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Staff Report, as Required

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

K. BOARD MEMBER & STAFF CLOSING COMMENTS

Ms. Aleman asked who was responsible for repairs to driveway approach pavers that were lifted due to the District's tree roots. Ms. Nguyen advised that the responsibility fell on the homeowner; however, in the past, the District Board has assumed the responsibility of leveling driveway approach pavers. She

stated that when the District was anticipating tree removals/repairs, she will request that the Board decide if the District will assume the responsibility of leveling the driveway approach pavers. Ms. Aleman asked what would occur if a house was sold with an unauthorized driveway extension and the new homeowner decided that they do not want to enter into an Easement Agreement with the District. Ms. Nguyen explained that the homeowner would be responsible for removing the improvement and restoring the District's property to its original condition.

The Board discussed a desire to finalize the Encroachment Agreement prior to the next scheduled meeting. Ms. Nguyen reminded the Board that Mr. Collings-Bonfill was appointed as the Board's representative for items pertaining to the driveway extension encroachments. A discussion ensued, after which:

A **motion** was made by Ms. Aleman, seconded by Ms. Hernandez and unanimously passed approving the Encroachment Agreement, in substantial final form, and further authorizing Mr. Collings-Bonfill to approve the finalized Encroachment Agreement for new driveway extensions as well as old driveway extensions.

Mr. Collings-Bonfill asked Ms. Nguyen if she was able to obtain a copy of the traffic study prepared for Miami-Dade County Public Schools for the public school located at the intersection of SW 157th Avenue and SW 174th Street. Ms. Nguyen explained that she had been unable to obtain a copy, but she would follow up with them on her request.

L. ADJOURNMENT

| There being no further business | s to come before the | Board, | a motion wa | as ma | ade by M | lr. Colli | ngs-Bonfi | 11, |
|---------------------------------|----------------------|--------|--------------------|-------|----------|-----------|-----------|-----|
| seconded by Mr. Dominguez | and unanimously | passed | adjourning | the | Regular | Board | Meeting | at |
| approximately 7:05 p.m. | | | | | | | | |
| | | | | | | | | |

| Secretary/Assistant Secretary | Chair/Vice Chair | |
|-------------------------------|------------------|--|

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Ginger E. Wald, Esq. Billing, Cochran, Lyles, Mauro & Ramsey, P.A. 515 East Las Olas Boulevard, Suite 600 Fort Lauderdale, FL 33301

Parcel ID:

ABOVE SPACE RESERVED FOR RECORDING PURPOSES ONLY

ENCROACHMENT AGREEMENT (Driveway Extension)

THIS IS AN ENCROACHMENT AGREEMENT, entered into this ____ day of ____, 2025, by and between:

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

[INSERT PROPERTY OWNERS NAME], _____, having a principal address at [insert address], Florida 33187 (collectively, the "Owner").

WHEREAS, Owner owns the following described property in Miami–Dade County, Florida ("Owner Property"):

[use if west Parc]

Lot XX, VENETIAN PARC WEST, as recorded in Plat Book 170, Page 27, of the public records of Miami–Dade County, Florida; Address: [insert address], Florida 32937; Parcel ID No. ##-##-##-##-##.## (the "Owner Property"); and

[use if east Parc]

Lot XX, VENETIAN PARC, according to the 2nd Revised Plat of RICHMOND thereof, as recorded in Plat Book 170, Page 33, of the public records of Miami–Dade County, Florida; Address: [insert address], Florida 32937; Parcel ID No. ##-##-##-##-###.## (the "Owner Property"); and

WHEREAS, District owns the following described property in Miami–Dade County,

Florida:

Tract A, VENETIAN PARC WEST, as recorded in Plat Book 170, Page 27, of the public records of Miami–Dade County, Florida; Parcel ID Numbers, 30-5933-035-3930, 30-5933-035-4000 (the "District Property"); and

Tract A, VENETIAN PARC, according to the 2nd Revised Plat of RICHMOND thereof, as recorded in Plat Book 170, Pages 33 2 thru 9, of the public records of Miami–Dade County, Florida; Parcel ID Numbers, 30-5933-064-2130, 30-5933-064-2210, (the "District Property"); and

WHEREAS, Owner desires to gain permission from District to extend and maintain a driveway extension, beyond what is allowed by Miami-Dade County, on District Property, said encroachment occurring over a portion of the District Property as more particularly shown in the attached Exhibit A (the "Encroachment Area").

NOW, THEREFORE, in consideration of the mutual covenants and the conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

- 1. The foregoing recitals are true and correct and are incorporated into this Agreement.
- 2. <u>Encroachment</u>: Owner is authorized to extend its driveway no wider than twelve (12') feet into and over District Property (the "Encroachment") in the Encroachment Area, as more particularly identified in the attached <u>Exhibit A</u> subject to the following conditions:
 - A. The owner shall obtain at their expense all necessary permits to include but not limited to Miami-Dade County Public Works Permit which includes a Paving and Drainage Plan review and Tree Relocation permit, if applicable. Depending on the specifics of the extension, it may require a Zoning Improvement Permit ("ZIP") if the work impacts zoning regulations.
 - B. Prior to permit submittal to Miami-Dade County Public Works Permit, Owner shall submit permit application document to Architectural Review Committee of Venetian Parc Homeowners Association ("HOA") for review and approval. HOA to provide driveway extension application documents to the District for District Engineer review. Review fees shall be incurred by Owner not the District;
 - C. Owner shall be responsible for preparation and submittal documents as required for permit application, including but not limited to the following: engineered plan view of proposed improvements; 2) sketch and legal description prepared by a licensed surveyor.
 - D. All expenses related to permitting and construction shall be incurred by the Owner not the District.
 - E. The disturbed area surrounding the Encroachment within the District Property shall be restored to its original condition by Owner and at Owner's expense.
 - F. The Encroachment Area shall be maintained in good condition by Owner and at

- Owner's expense.
- G. All encroachment materials used within the District Property shall match the same material, color and quality currently existing within District Property.
- H. Driveway extension material and color shall match the existing driveway color and material.
- I. Any trees impacted by the driveway extension shall be relocated out of the driveway extension to a location adjacent to the driveway extension, by the Owner and at the Owner's Expense.
- J. Owner shall notify HOA and CDD prior to construction.
- K. District Engineer to review installation for adherence to permit documents, workmanship, and materials. Any deficiencies identified by District Engineer shall be corrected by the Owner at the Owner's expense. Review fees shall be incurred by Owner not the District.
- 3. Owner agrees to indemnify and hold the District harmless from any and all liability incurred now or in the future as a result of any claim, injury, death or property damage, directly or indirectly resulting due to the existence of, or the failure to maintain, the encroachment or any part of it, and for any negligence, acts, or omissions of Owner, their employees, or agents.
- 4. It is understood that this Encroachment Agreement is granted to Owner for its sole benefit and as a special exception to the policy of the District and that this Agreement shall be construed most strictly in favor of the District and against Owner.
- 5. It is agreed that Owner shall remove the Encroachment or any portion of it at any time that the District requires the use of any portion of the Encroachment Area or determines that continuation of such Encroachment is not in the public interest. Such removal shall be at Owner's sole cost and expense. In the event Owner fails to remove all or any part of such Encroachment within thirty (30) days after written demand by the District to do so, District is authorized to remove the Encroachment or any portion of it and all costs, including reasonable attorney's fees and court costs, associated with the removal shall become a lien against Owner's property as described above, which lien may be enforced through foreclosure. Owner hereby waives any claims for damages against the District, its employees, officials, or agents, arising out of or in any way connected with the removal of any part of the Encroachment by District, as a result of Owner's failure to timely remove the same.
- 6. This Agreement shall not be effective until it has been executed by all parties and recorded in the public records of Miami–Dade County, Florida, at Owner's expense.
- 7. Owner shall obtain any and all required building permits, secure any necessary approvals from the HOA, including the HOA architectural review committee and HOA board, and is responsible for any and all fees, costs, and expenses related to the design, permitting, approval, and construction of the proposed driveway extension.
- 8. The provisions of this Agreement are covenants running with the land described as Owner Property and are binding upon Owner and its respective successors and assigns.

9. This Agreement shall be of no force and effect if not properly executed by all parties within ninety (90) days from the date first appearing above unless the parties by mutual agreement in writing shall, for good cause, extend the time for execution.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

| WITNESSES: | VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT |
|--|---|
| | By: |
| Print name: | Print name: Chairman, Board of Supervisors |
| Address: | Chairman, Board of Supervisors |
| Print name: | Address: Special District Services |
| | 2501A Burns Road |
| Address: | Palm Beach Gardens, Florida 33410 |
| STATE OF FLORIDA State of Florida State of Flo | } |
| online notarization, this day of the Board of Supervisors of the VENETIAN PA | ledged before me by means of [_] physical presence or [|
| | Notary Public, State of Florida [Signature] |
| My Commission Expires: | Name of Notary [Typed, Printed or Stamped] |

My Commission Expires:

EXHIBIT A

ENCROACHMENT AREA

13476 SW 22nd Street

Miramar, FL 33027

Thepressurecleaningman@gmail.com www.thepressurecleaningman.com

Cell: (954)328-8964

License Dade County No. 14BS00064

License Broward County No. 11-RP-17299-X

Office number (954)995-2356



The Pressure Cleaning Man inc.

Estimate

For: Venetian Parc CDD

rquiroga@sdsinc.org, nnguyen@sdsinc.org

2501A Burns Road

Palm Beach Gardens, FL 33410 C/O Special District Services, Inc

(786) 503-1633

Estimate No: 3763

Date: 07/09/2025

Description Amount

Please refer to the attached map for the areas designated in red, indicating the pressure cleaning zones. \$3,158.00

- Sidewalks (County red markings on map)

Venetian Parc Homeowners Association

Please refer to the attached map for the areas designated in blue, indicating the pressure cleaning zones. \$7,850.00

- Sidewalks (District blue)

Please refer to the attached map for the areas designated in green, indicating the pressure cleaning zones. \$1,223.00

- All concrete sidewalks
- Playground
- Chairs
- Garbage receptacles

Play ground equipment will be sanitize after pressure cleaning

Soft wash cleaning of: \$2,300.00

1/4

- 8 monument signs

Description Amount

Process & Disclaimer: Groundwork Commercial

Pressure Cleaning employs water and pressure to effectively remove algae from surfaces, utilizing a circular surface cleaner for optimal results. Additionally, a light wash-down of areas may be included to eliminate any residual dirty water resulting from the cleaning process. It's important to note that pressure washing ground work does not automatically remove gum, rust stains, tire marks, or oil stains unless specifically stated otherwise in the estimate content.

Oil & Grease: The vendor cannot guarantee the full removal of oil or grease stains. Generally, our technique achieves a removal rate ranging from 50% to 80%.

Please be aware that the aforementioned stains require special chemicals or techniques for effective treatment.

Light chemical spray on all areas after pressure cleaning, enhancing the longevity and cleanliness of areas.

Warranty for 4 months on all areas being pressure cleaned, this does not include unleveled sidewalks where water accumulates into puddles. The chemical application only warranties any algae reappearance, it does not cover any rust marks due to well water or tree stains due to leafs.

Process & Disclaimer: Commercial Walls

Soft wash cleaning and gentle pressure cleaning are utilized for exterior building walls to eliminate algae, bugs, and dirt buildup, minimizing the risk of paint peeling.

Pressure cleaning includes all exterior walls of the property, starting from the point where the soffit ends down to the base of the walls.

The disadvantage with the soft wash is the possibility of damaging surrounding vegetation. When plants are exposed to certain chemicals, they may undergo a state of shock. This can manifest as visible damage, resembling burns on the plants. However, with proper care and time, they typically have the capacity to recover, and new growth can be expected within a period of 2 to 4 weeks. Our team of trained professionals are taught to exercise techniques to mitigate the possible damage to the best our ability against the variables.

Part of our process includes our crew members saturating the areas of overspray with water.

It's important to note that the estimate for pressure cleaning does not ensure the removal of Efflorescence and Calcium Deposits since pressure washing solely targets dirt and algae.

| Subtotal | \$14,531.00 |
|----------|-------------|
| Total | \$14,531.00 |
| Total | \$14,531.00 |

Notes

Pricing may change if job specifications/materials change.

Pressure washing ground work does NOT remove any gum, rust stains, tire marks, or oil stains unless specified otherwise in estimate content. The above mention require to be treated with special chemicals/techniques.

Vendor will supply all labor, materials and water needed to complete the job in a professional manner. Timeframe of job 1 to 2 weeks weather permitting.

We look forward to working with you!

Photo 1



RESOLUTION NO. 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION NO. 2025-01; AMENDING THE DATE AND TIME FOR THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2025/2026 FINAL BUDGET AND ASSESSMENTS AND AUTHORIZING THE SECRETARY AND DISTRICT MANAGER TO TAKE CERTAIN ACTIONS TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board previously adopted Resolution 2025-01 approving a proposed budget and setting a public hearing for June 26, 2025; and

WHEREAS, due to the unforeseen inability of the Board to secure a quorum for the scheduled public hearing, said public hearing had to be re-advertised and rescheduled; and

WHEREAS, the public hearing has been rescheduled for August 28, 2025, and all other requirements and filings associated with the preparation of the fiscal year budget have been completed.

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

- 1. Resolution No. 2025-01 is hereby amended to change the date and time of the Public Hearing to <u>August 28, 2025</u> at <u>6:00 p.m.</u> in the <u>Venetian Parc Community Clubhouse Meeting Room, 15351 SW 175th Street, Miami, Florida 33187, for the purpose of receiving public comments on the Proposed Fiscal Year 2025/2026 Budget.</u>
- 2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with all applicable notice requirements.

PASSED, ADOPTED and EFFECTIVE this 28th day of August, 2025.

| ATTEST: | VENETIAN PARC COMMUNITY DEVELOPMENT DISTRIC | | |
|----------------------------------|--|--|--|
| | | | |
| By:Secretary/Assistant Secretary | By: By: | | |

Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website

| This Interlocal Agreement ("Agreement") is made and entered into by and between |
|---|
| Miami-Dade County, Florida ("County"), a political subdivision of the State of Florida, and |
| , a municipality, other unit of local government or other political subdivision |
| in the State of Florida ("Local Government"). The parties to this agreement are solely the County |
| and the Local Government (each a "Party," and collectively the "Parties"). |

RECITALS

- A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and
- B. Section 50.011 also provides that such advertisements and notices may instead by placed on a publicly accessible website, as provided in section 50.0311; and
- C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and
- D. Pursuant to section 50.0311, the County has decided to designate a publicly accessibly website **legalads.miamidade.gov** for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and
- E. Local Government desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and
- F. The Parties wish to enter into this Agreement to facilitate the Local Government's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

TERMS

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. <u>Recitals</u>. The foregoing recitals are approved and incorporated herein.

- 2. <u>Designation of Website</u>. The County has designated **legalads.miamidade.gov** ("Website") as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County's notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the "Website" for purposes of this Agreement.
- 3. <u>Utilization of Website</u>. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County's choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.
- 4. <u>Term.</u> The term of this Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.
- 5. <u>Extensions</u>. The County may extend this Agreement for two additional five-year terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government's use of the Website.
- 6. <u>Compliance with Legal Requirements</u>. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time ("Legal

Requirements"). The County shall have no responsibility for ensuring that the Local Government, or its use of the Website, complies with such Legal Requirements or any other law, rule, or regulation.

- 7. <u>County Actions are Ministerial</u>. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.
- 8. <u>Services Description</u>. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.
- 9. <u>Training</u>. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.
- 10. <u>Support</u>. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details, which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.
- 11. <u>Financial Responsibility</u>. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government's use of the Website, and any County administrative staff time required to facilitate Local Government's use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and, upon receipt of such invoice, the Local

Government shall be responsible for the timely payment of all such fees and costs. Additionally, separate and apart from its use of the Website, the Local Government shall be solely responsible for any and all costs associated with the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation. If the Local Government fails to pay such fees and costs in a timely manner, the County may terminate the Local Government's access to the Website, and the County shall have no liability to the Local Government for such termination or lack of access due to non-payment.

- 12. <u>Costs.</u> The annual necessary software, maintenance, and support costs for each Local Government are estimated to be \$707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.
- 13. <u>Reimbursable Expenses</u>. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.
- 14. <u>Sovereign Immunity</u>. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.
- 15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses,

including through the conclusion of any appellate proceedings, raised or asserted by any person or entity relating to such issues. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

- 16. <u>Termination</u>. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.
- 17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.
- 18. <u>Notices</u>. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first-class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

FOR MIAMI-DADE COUNTY:

Miami-Dade County Communications and Customer Experience Department ATTN: Inson Kim 111 NW $1^{\rm st}$ Street Suite 2510 Miami, FL 33128

| <u>FOR</u> | <u>LOCAI</u> | <u>L GOV</u> | <u>ERNM</u> | <u>ENT</u> : |
|------------|--------------|--------------|-------------|--------------|
| | | | | |
| | | | | |
| | | | | |

- 19. <u>Prior Agreements</u>. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.
- 20. <u>Assignment</u>. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.
- 21. <u>Interpretation</u>. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.
- 22. <u>Severability.</u> If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 23. <u>Third-Party Beneficiaries</u>. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.
- 24. <u>Law, Jurisdiction, Venue, Waiver of Jury Trial</u>. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the

Southern District of Florida. EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.

- 25. <u>Amendments</u>. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.
- 26. <u>Representation of Authority</u>. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.
- 27. <u>Counterparts and Multiple Originals</u>. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.
- 28. <u>Materiality and Waiver or Breach</u>. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(Remainder of this page intentionally left blank.)

COUNTY

| DADE COUNTY through its BOARD OF County Mayor or County Mayor's Design | to have made and executed this Agreement: MIAMI-DUNTY COMMISSIONERS, signing by and through its nee, authorized to execute same by Board action on igning by and through its Clerk's Office, duly authorized |
|---|--|
| MIAMI-DADE COUNTY, by and through its County Mayor or County Mayor's Design | gnee |
| Ву: | |
| day of, 20 | |
| <u>LC</u> | OCAL GOVERNMENT |
| LOCAL GOVERNMENT NAME | |
| ATTEST: | By: LOCAL GOVERNMENT MAYOR/ TITLE |
| CITY CLERK | Print Name |
| | day of, 20 |
| | |
| | |
| Approved as to form and legal sufficiency: | |

RESOLUTION NO. 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2025/2026 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Venetian Parc Community Development District (the "District") to establish a regular meeting schedule for fiscal year 2025/2026; and

WHEREAS, the Board of Supervisors (the "Board") of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2025/2026 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT, MIAMIDADE COUNTY, FLORIDA, AS FOLLOWS:

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

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2025/2026 which is attached hereto as Exhibit "A" is hereby adopted and authorized by the Board to be published.

PASSED, ADOPTED and EFFECTIVE this 28th day of August, 2025.

| ATTEST: | VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT |
|------------------------|--|
| By: | By: |
| Secretary/Assistant Se | cretary Chairperson/Vice Chairperson |

VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 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 23, 2025 November 20, 2025 February 26, 2026 April 23, 2026 June 25, 2026 July 23, 2026 September 24, 2026

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

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

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

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

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

VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT

www.venetianparccdd.org

PUBLISH: MIAMI HERALD 10/13/25

Publication Date 2025-08-20

Subcategory Miscellaneous Notices

NOTICE OF PUBLIC HEARING AND SPECIAL BOARD MEETING OF THE

VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Venetian Parc Community Development District (the "District") will hold a Public Hearing and a Special Board Meeting on August 28, 2025, at 6:00 p.m., or as soon thereafter as can be heard, in the Venetian Parc Community Clubhouse Meeting Room located at 15351 SW 175th Street, Miami, Florida 33187.

The purpose of the Public Hearing is to receive public comment on the District's Fiscal Year 2025/2026 Proposed Final Budget and Non-Ad Valorem Assessment Roll. A copy of the Proposed Final Budget and/or the Agenda may be obtained from the District's website (www.venetianparccdd.org), or by emailing nnguyen@sdsinc.org. The purpose of the Special Board Meeting is for the Board to consider any other District business which may lawfully and properly come before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or two Board members will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings. If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Special Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Meetings may be cancelled from time to time without advertised notice.

Venetian Parc Community
Development District
www.venetianparccdd.org
PUBLISH: MIAMLHERALD 08/13/2

PUBLISH: MIAMI HERALD 08/13/25 & 08/20/25

IPL0261873 Aug 13,20 2025

RESOLUTION NO. 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2025/2026 FINAL BUDGET INCLUDING NON-AD VALOREM SPECIAL ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Venetian Parc Community Development District (the "District") has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2025/2026 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and

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

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

<u>Section 1</u>. The Final Budget and Final Special Assessment Roll for Fiscal Year 2025/2026 attached hereto as Exhibit "A" is approved and adopted, and the assessments set forth therein shall be levied.

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

PASSED, ADOPTED and EFFECTIVE this 28th day of August, 2025.

| ATTEST: | VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT |
|----------------------------|--|
| By: | By: |
| Secretary/Assistant Secret | |

Venetian Parc Community Development District

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

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| V | ASSESSMENT COMPARISON |

FINAL BUDGET

VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

| | FISCAL YEAR 2025/2026 |
|--|---------------------------|
| REVENUES | BUDGET |
| Administrative Assessments | 78,644 |
| Maintenance Assessments | 163,575 |
| Debt Assessments (Area One) | 458,173 |
| Debt Assessments (Area Two) | 319,166 |
| Interest Income | 1,200 |
| TOTAL REVENUES | \$1,020,758 |
| EXPENDITURES | |
| ADMINISTRATIVE EXPENDITURES | F 000 |
| Supervisor Fees | 5,000 |
| Payroll Taxes (Employer) | 383 |
| Management | 31,308 |
| Legal | 11,000 |
| Assessment Roll | 10,000 |
| Audit Fees | 3,600 |
| Insurance | 10,000 |
| Legal Advertisements | 4,000 |
| Miscellaneous | 1,100 |
| Postage | 350 |
| Office Supplies | 550 |
| Dues & Subscriptions | 175 |
| Website Management | 2,000 |
| Arbitrage Rebate Fee - Areas One & Two | 1,300 |
| Trustee Fee - Area One | 3,550 |
| Trustee Fee - Area Two | 3,550 |
| Continuing Disclosure Fee - Area One | 350 |
| Continuing Disclosure Fee - Area Two | 350 |
| Administrative Contingency | 790 |
| TOTAL ADMINISTRATIVE EXPENDITURES | \$89,356 |
| MAINTENANCE EXPENDITURES | |
| Park Maintenance Tract N | 40,000 |
| Field Operations Management | 1,320 |
| Community Entrance Signage Maintenance | 7,200 |
| Street/Roadway Maintenance | 5,000 |
| Electric Power Service/Misc | 3,200 |
| Engineering/Annual Report/Inspections | 3,500 |
| Sidewalk Maintenance (Pressure Cleaning & Milling) | 18,000 |
| HOA Contribution (Palm Tree Fertilization) | 5,850 |
| Tree Upkeep | 33,770 |
| Security | 35,770 |
| General Maintenance | 3,750 |
| Maintenance Contingency | 23,650 |
| 9 7 | 3,500 |
| Storm Drainage/Class V Permit | |
| Storm Preparedness TOTAL MAINTENANCE EXPENDITURES | 5,020 \$153,760 |
| TOTAL MAINTENANCE EXPENDITURES | \$155,700 |
| TOTAL EXPENDITURES | \$243,116 |
| REVENUES LESS EXPENDITURES | \$777,642 |
| Bond Payments - Area One | (430,682) |
| Bond Payments - Area Two | (300,017) |
| , | (|
| BALANCE | \$46,943 |
| County Appraiser & Tax Collector Fee | (20,391) |
| Discounts For Early Payments | (40,783) |
| EXCESS/ (SHORTFALL) | (\$14,231) |
| Community Francisco Drive Verse | |
| Carryover From Prior Year | 14,231 |
| NET EXCESS/ (SHORTFALL) | \$0 |

DETAILED FINAL BUDGET

VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

| REVENUES | FISCAL YEAR 2023/2024 ACTUAL | FISCAL YEAR 2024/2025 BUDGET | FISCAL YEAR 2025/2026 BUDGET | COMMENTS |
|--|------------------------------------|------------------------------------|------------------------------------|--|
| Administrative Assessments | 84,659 | 82,379 | 78.644 | Expenditures Less Interest & Carryover/.94 |
| Maintenance Assessments | 159,242 | 159,851 | | Expenditures/.94 |
| Debt Assessments (Area One) | 456,426 | 458.173 | | Bond Payments/.94 |
| Debt Assessments (Area Two) | 453,662 | 455,392 | | Bond Payments/.94 |
| nterest Income | 14,295 | 720 | | Projected At \$100 Per Month |
| TOTAL REVENUES | \$1,168,284 | \$1,156,515 | \$1,020,758 | |
| | \$1,100,20 | Ψ1,100,010 | ψ1,020,100 | |
| EXPENDITURES ADMINISTRATIVE EXPENDITURES | | | | |
| Supervisor Fees | 4,600 | 0 | 5.000 | Supervisor Fees |
| Payroll Taxes (Employer) | 352 | 0 | | Supervisor Fees * 7.65% |
| | 29,556 | 30,432 | | CPI Adjustment |
| Management | , | - | | • |
| Legal | 14,949 | 11,000 | | No Change From 2024/2025 Budget |
| Assessment Roll | 10,000 | 10,000 | | As Per Contract |
| Audit Fees | 3,400 | 3,500 | | Accepted Amount For 2024/2025 Audit |
| nsurance | 8,874 | 9,400 | | Fiscal Year 2024/2025 Expenditure Was \$9,393 |
| Legal Advertisements | 3,751 | 2,000 | | Costs Have Increased Due To Closing Of The Miami Business Revi |
| Miscellaneous | 1,503 | 1,100 | | No Change From 2024/2025 Budget |
| Postage | 264 | 375 | | \$25 Decrease From 2024/2025 Budget |
| Office Supplies | 501 | 550 | | No Change From 2024/2025 Budget |
| Dues & Subscriptions | 175 | 175 | | No Change From 2024/2025 Budget |
| Nebsite Management | 2,000 | 2,000 | | No Change From 2024/2025 Budget |
| Arbitrage Rebate Fee - Areas One & Two | 1,300 | 1,300 | 1,300 | No Change From 2024/2025 Budget |
| Trustee Fee - Area One | 3,500 | 3,550 | 3,550 | No Change From 2024/2025 Budget |
| Trustee Fee - Area Two | 3,500 | 3,550 | 3,550 | No Change From 2024/2025 Budget |
| Continuing Disclosure Fee - Area One | 350 | 350 | 350 | No Change From 2024/2025 Budget |
| Continuing Disclosure Fee - Area Two | 350 | 350 | 350 | No Change From 2024/2025 Budget |
| Administrative Contingency | 0 | 790 | 790 | Administrative Contingency |
| TOTAL ADMINISTRATIVE EXPENDITURES | \$88,925 | \$80,422 | \$89,356 | |
| MAINTENANCE EXPENDITURES | | | | |
| Park Maintenance Tract N | 41,699 | 35,000 | | \$5,000 Increase From 2024/2025 Budget |
| Field Operations Management | 1,320 | 1,320 | | No Change From 2024/2025 Budget |
| Community Entrance Signage Maintenance | 15,465 | 5,200 | | \$2,000 Increase From 2024/2025 Budget |
| Street/Roadway Maintenance | 9,745 | 5,000 | | No Change From 2024/2025 Budget |
| Electric Power Service/Misc | 3,477 | 3,200 | | No Change From 2024/2025 Budget |
| Engineering/Annual Report/Inspections | 666 | 3,500 | | No Change From 2024/2025 Budget |
| Sidewalk Maintenance (Pressure Cleaning & Milling) | 16,253 | 15,000 | 18,000 | \$3,000 Increase From 2024/2025 Budget |
| HOA Contribution (Palm Tree Fertilization) | 5,848 | 5,850 | 5,850 | No Change From 2024/2025 Budget |
| Tree Upkeep | 12,019 | 33,770 | 33,770 | No Change From 2024/2025 Budget |
| Security | 0 | 10,000 | 0 | Line Item Eliminated |
| General Maintenance | 0 | 3,750 | 3,750 | No Change From 2024/2025 Budget |
| Maintenance Contingency | 6,859 | 23,650 | 23,650 | No Change From 2024/2025 Budget |
| Storm Drainage/Class V Permit | 0 | 0 | 3,500 | New Requirement In Miami-Dade County |
| Storm Preparedness | 0 | 5,020 | 5,020 | No Change From 2024/2025 Budget |
| TOTAL MAINTENANCE EXPENDITURES | \$113,351 | \$150,260 | \$153,760 | |
| TOTAL EXPENDITURES | \$202,276 | \$230,682 | \$243,116 | |
| REVENUES LESS EXPENDITURES | \$966,008 | \$925,833 | \$777,642 | |
| Bond Payments - Area One | (434,859) | (430,682) | (430,682) | 2026 P & I Payments Less Earned Interest |
| Bond Payments - Area Two | (432,226) | (428,069) | | 2026 P & I Payments Less Earned Interest |
| BALANCE | \$98,923 | \$67,082 | \$46,943 | |
| | | | | |
| County Appraiser & Tax Collector Fee | (11,093) | (23,116) | | Two Percent Of Total Assessment Roll |
| Discounts For Early Payments | (43,326) | (46,232) | (40,783) | Four Percent Of Total Assessment Roll |
| EXCESS/ (SHORTFALL) | \$44,504 | (\$2,266) | (\$14,231) | |
| | | 0.000 | 44.001 | O-marian Francis Britan V |
| Carryover From Prior Year | 0 | 2,266 | 14,231 | Carryover From Prior Year |
| , | | | | |

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DETAILED FINAL DEBT SERVICE FUND (AREA ONE) BUDGET

VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

| | FISCAL YEAR | FISCAL YEAR | FISCAL YEAR | |
|---------------------|-------------|-------------|-------------|-----------------------------------|
| | 2023/2024 | 2024/2025 | 2025/2026 | |
| REVENUES | ACTUAL | BUDGET | BUDGET | COMMENTS |
| Interest Income | 35,116 | 600 | 1,000 | Projected Interest For 2025/2026 |
| NAV Tax Collection | 434,810 | 430,682 | 430,682 | Maximum Debt Service Collection |
| Total Revenues | \$469,926 | \$431,282 | \$431,682 | |
| | | | | |
| EXPENDITURES | | | | |
| Principal Payments | 115,000 | 130,000 | 135,000 | Principal Payment Due In 2026 |
| Interest Payments | 302,075 | 291,425 | 283,625 | Interest Payments Due In 2026 |
| Bond Redemption | 0 | 9,857 | 13,057 | Estimated Excess Debt Collections |
| Total Expenditures | \$417,075 | \$431,282 | \$431,682 | |
| | | | | |
| Excess/ (Shortfall) | \$52,851 | \$0 | \$0 | |

Series 2013 Bond Information - Area One

Original Par Amount = \$5,5

\$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 =

Maturity Date =

October 2013

001020. 20.0

rity Date = November 2043

Par Amount As Of 1/1/25 = \$4,515,000

DETAILED FINAL DEBT SERVICE FUND (AREA TWO) BUDGET

VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

| | FISCAL YEAR | FISCAL YEAR | FISCAL YEAR | |
|-------------------------|-------------|-------------|-------------|-----------------------------------|
| | 2023/2024 | 2024/2025 | 2025/2026 | |
| REVENUES | ACTUAL | BUDGET | BUDGET | COMMENTS |
| Interest Income | 46,738 | 600 | 1,000 | Projected Interest For 2025/2026 |
| NAV Tax Collection | 432,275 | 428,069 | 300,017 | Maximum Debt Service Collection |
| Prepaid Bond Collection | 0 | 0 | 0 | |
| Total Revenues | \$479,013 | \$428,669 | \$301,017 | |
| | | | | |
| EXPENDITURES | | | | |
| Principal Payments | 95,000 | 110,000 | 120,000 | Principal Payment Due In 2026 |
| Interest Payments | 318,891 | 309,488 | 180,000 | Interest Payments Due In 2026 |
| Bond Redemption | 0 | 9,181 | 1,017 | Estimated Excess Debt Collections |
| Total Expenditures | \$413,891 | \$428,669 | \$301,017 | |
| Excess/ (Shortfall) | \$65,122 | \$0 | \$0 | |

Note: Series 2013 Area Two Bond Was Refinanced In September 2024.

Series 2024 Bond Refunding Information - Area Two

Original Par Amount = \$3,775,000 Annual Principal Payments Due: May 1st

Interest Rate = 5.00% November 1st May 1st & November 1st

Issue Date = September 2024 Annual Interest Payments Due:

Maturity Date = May 2044 May 1st & November 1st

Par Amount As Of 1/1/25 = \$3,775,000

Venetian Parc Community Development District Assessment Comparison

| | Fiscal Year | Fiscal Year | Fiscal Year | Fiscal Year |
|--|--------------------|--------------------|--------------------|----------------------|
| | 2022/2023 | 2023/2024 | 2024/2025 | 2025/2026 |
| | Assessment | Assessment | Assessment | Projected Assessment |
| | Before Discount* | Before Discount* | Before Discount* | Before Discount* |
| | | | | |
| Administrative | \$131.99 | \$136.40 | \$136.40 | \$130.21 |
| Maintenance | \$269.07 | \$264.66 | \$264.66 | \$270.82 |
| <u>Debt</u> | \$ <u>1,274.46</u> | \$ <u>1,274.46</u> | \$ <u>1,274.46</u> | \$ <u>1,274.46</u> |
| Total For Area One Townhomes | \$1,675.52 | \$1,675.52 | \$1,675.52 | \$1,675.49 |
| | | | | |
| Administrative | \$131.99 | \$136.40 | \$136.40 | \$130.21 |
| Maintenance | \$269.07 | \$264.66 | \$264.66 | \$270.82 |
| <u>Debt</u> | \$ <u>1,622.34</u> | \$ <u>1,622.34</u> | \$ <u>1,622.34</u> | \$ <u>1,622.34</u> |
| Total For Area One Single Family Units | \$2,023.40 | \$2,023.40 | \$2,023.40 | \$2,023.37 |
| | | | | |
| Administrative | \$131.99 | \$136.40 | \$136.40 | \$130.21 |
| Maintenance | \$269.07 | \$264.66 | \$264.66 | \$270.82 |
| <u>Debt</u> | \$ <u>1,274.46</u> | \$ <u>1,274.46</u> | \$ <u>1,274.46</u> | \$ <u>794.99</u> |
| Total For Area Two Townhomes | \$1,675.52 | \$1,675.52 | \$1,675.52 | \$1,196.02 |
| | | | | |
| Administrative | \$131.99 | \$136.40 | \$136.40 | \$130.21 |
| Maintenance | \$269.07 | \$264.66 | \$264.66 | \$270.82 |
| <u>Debt</u> | \$ <u>1,622.34</u> | \$ <u>1,622.34</u> | \$ <u>1,622.34</u> | \$ <u>1,179.13</u> |
| Total For Area Two Single Family Units | \$2,023.40 | \$2,023.40 | \$2,023.40 | \$1,580.16 |

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

| Area Two Single Family Homes Information | | | |
|--|----------|--|--|
| Total Units | 211 | | |
| <u>Prepayments</u> | <u>1</u> | | |
| Billed For Debt | 210 | | |
| | | | |
| | | | |
| | | | |
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MEMORANDUM

TO: District Manager

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

District Counsel

DATE: June 30, 2025

RE: 2025 Legislative Update

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

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

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

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

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

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

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

New Timelines and Notice Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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