

BOARD OF SUPERVISOR'S

STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT

AGENDA

September 5, 2019



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STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT

August 28, 2019

Board of Supervisors
Stoneybrook at Venice
Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Stoneybrook at Venice Community Development District will be held on **Thursday September 5, 2019 at 12:00 P.M.** at the **Stoneybrook Activity Center, 2365 Estuary Drive, Venice, Florida 34292.**

1. Call to Order & Roll Call
2. Consideration of Minutes
 - a) June 27, 2019 - Regular Meeting
3. **PUBLIC HEARINGS**
 - a) **LAKE BANK RESTORATION CAPITAL PROJECT**
 - I. Public Comment and Testimony
 - II. Board Comment and Consideration
 - III. Consideration of Resolution 2019-4 making certain findings; authorizing a lake restoration project; adopting an engineer's report; providing an estimated cost of improvements; adopting an assessment report; equalizing, approving, confirming and levying debt assessments; addressing the finalization of special assessments; addressing the payment of debt assessments and the method of collection; addressing government property, and transfers of property to units of local, state and federal government; authorizing an assessment notice; and providing for severability, conflicts and an effective date.
4. Consideration of Resolution 2019-5 of the Stoneybrook at Venice Community Development District establishing a lake project fact-finding committee to study erosion of the district's stormwater lakes and potential solutions to that issue; providing for membership; describing the function and duties of the committee, and establishing parameters; providing for severability; and providing for an effective date.

5. PUBLIC HEARING - FISCAL YEAR 2020 BUDGET

- I. Public Comment and Testimony
- II. Board Comment and Consideration
- III. Consideration of Resolution 2019-6 adopting the annual appropriation and Budget for Fiscal Year 2020

b) FISCAL YEAR 2020 IMPOSING SPECIAL ASSESSMENTS; ADOPTING AN ASSESSMENT ROLL AND APPROVING THE GENERAL FUND SPECIAL ASSESSMENT METHODOLOGY

- I. Public Comment and Testimony
- II. Board Comment and Consideration
- III. Consideration of Resolution 2019-7 imposing special assessments, adopting an assessment roll and approving the general fund special assessment methodology

6. Consideration of Resolution 2019-8 designating the dates, time and location for the regular meetings of the Board of Supervisors of the District for Fiscal Year 2020.

7. Staff Report

- I. Attorney
- II. Manager
 - a. Financial Statements for the period ending July 31, 2019 (Unaudited)

8. Supervisor's Requests and Audience Comments

9. Adjournment

The second order of business is the approval of the minutes of June 27, 2019.

The third order of business is two (2) required Public Hearings to consider the adoption of the District's Fiscal Year 2020 Budget, Assessments, and General Fund Special Assessment. The first Public Hearing deals with the adoption of the Fiscal Year 2020 Budget, which includes both the General Fund operations and the Debt Service Fund for the Series 2017 Bonds. In the way of background, the Board approved the Fiscal Year 2020 Budget at the May 2, 2019 meeting, solely for the purpose of permitting the District to move through the process towards this hearing to adopt the Budget and set the final assessment rates for the ensuing Fiscal Year.

As required by law, the Public Hearing notice was advertised in the Sarasota Herald and is required for two purposes. First, the notice advises the public of the date, time and location of the Public Hearing, and secondly, the General Fund proposed assessment rate for the District is included in the legal advertisement along with a location map of the property being assessed.

As a suggested form for the Public Hearing – it would be appropriate to formally open the Public Hearing for consideration of the Budget, take a few moments to review the salient points of the Budget for the Public, then seek Public Comment or testimony, and at the conclusion of the Public Comment and testimony to close the Public Hearing by motion of the Board, then to move into the Board's consideration of the

Budget and once that is concluded, to consider Resolution 2019-6 to adopt the annual appropriation and budget for the District. Once this item is concluded, then it would be recommended for the Board to move to the second Public Hearing utilizing the same process as just completed for the Budget Hearing.

This second Public Hearing is a consequence of the Budget Adoption process and sets in place the required documents that are all contained in the Fiscal Year 2020 Budget. Resolution 2019-6 does essentially three (3) things. First, it imposes the special assessments for the general fund and the debt service fund; second, it arranges for the certification of an assessment roll by the Chairman or his designee, which in this case is the District Manager, to the Sarasota County Tax Collector and permits the District Manager to update the roll as it may be modified as limited by law subsequent to the adoption date of Resolution 2019-6, and finally it approves the General Fund Special Assessment Methodology.

The forth order of business is consideration of Resolution 2019-8 setting the proposed meeting schedule for Fiscal Year 2020. As you may re-call, to the extent that the District has a regular meeting schedule the District is required to advertise this schedule (legal advertisement) at the beginning of the Fiscal Year.

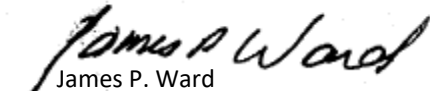
The Board is scheduled to meet on the **first Thursday of each month at 12:00 P.M. located at the Stoneybrook Activity Center, 2365 Estuary Drive, Venice, Florida 34292.**

The Fiscal Year 2020 schedule is as follows

October 3, 2019	November 7, 2019
December 5, 2019	January 2, 2020
February 6, 2020	March 5, 2020
April 2, 2020	May 7, 2020
June 4, 2020	July 2, 2020
August 6, 2020	September 3, 2020

The balance of the Agenda is standard in nature and I look forward to seeing you at the meeting, and if you have any questions and/or comments, please do not hesitate to contact me directly at (954) 658-4900.

Yours sincerely,
Stoneybrook at Venice
Community Development District


James P. Ward
District Manager

enclosure

**MINUTES OF MEETING
STONEBROOK AT VENICE
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Stoneybrook at Venice Community Development District was held on Thursday, June 27, 2019 at 12:00 P.M. at the Stoneybrook Activity Center, 2365 Estuary Drive, Venice, Florida 34292.

Present and constituting a quorum:

Daniel Minnick	Chairperson
James Crawford	Vice Chairperson
Jerry Lee Olinger	Assistant Secretary
Andy Grogoza	Assistant Secretary
Gary Compton	Assistant Secretary

Also present were:

James P. Ward	District Manager
Jere Earlywine	District Counsel
Bruce Bernard	Calvin, Giordano and Associates

Audience:

Ted Dalaku, David Kline, Fred Stelma, Nancy Carabol, Nicole Tishane, Ed Strauss, Vernon Kukes, Mark Saw, Ernie Childers, Ron Thomas, Paul Normandy, George Denmar, Jim Mullis, Doug Drybroh, Robert Harkins, Barbara Brennan, Pam Jackson

All resident's names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. James P. Ward called the meeting to order at approximately 12:00 p.m. and all Members of the Board were present at roll call.

SECOND ORDER OF BUSINESS

Consideration of Minutes

Regular Meeting – May 2, 2019.

Chairperson Daniel Minnick asked if there were any additions, corrections or deletions to the Minutes. Hearing none, he called for a motion to approve the May 2, 2019 Regular Meeting Minutes.

On MOTION made by Mr. Daniel Minnick, seconded by Mr. James Crawford, and with all in favor, the May 2, 2019 Regular Meeting Minutes were approved.

THIRD ORDER OF BUSINESS**Consideration of Resolution 2019-3****Consideration of Resolution 2019-3 Declaring special assessments to fund the proposed budget(s), including but not limited to a multi-year special assessment to fund a lake restoration project (“lake project”).**

Mr. Minnick reported approximately 15 years ago Lennar developed Stoneybrook and chose to form a Community Development District (CDD) which was a government agency entitled to finance capital expenditures. He stated Lennar (as the CDD at the time) chose to finance the ground water infrastructure and the lakes, and place the bond responsibility upon all residents of the District which included Stoneybrook at Venice, Stoneywood Cove, and the new Sanctuary development. He reported the property owners paid a portion of the bond based upon the square footage of drainage each property had which fed into the stormwater infrastructure. He indicated this allocation had been used for the last 15 years and was included in the homeowners tax roll as a payment to the CDD. He noted this was a \$6.3 million dollar bond, refinanced by the current CDD two years ago to lower the rate from approximately 6% to 4% which would save the homeowners collectively approximately \$350,000 dollars over the life of the bond. He stated also 15 years ago Lennar created a home owner's association which was eventually turned over to the residents to take responsibility for the lawn mowing, tree cutting, paving and pool maintenance and other general maintenance. He reported when Lennar defined the two entities Lennar indicated the “maintenance of” the lakes, pool, lawns, etc., would be the responsibility of the HOA, not the CDD. He stated in 2014 the HOA, not the CDD, had a study done of the lakes, available for review, which spoke of a need to prevent further erosion and a need of restoration. He noted the HOA Board at that point made the decision to ignore the necessary restoration, but act upon further erosion prevention, as the restoration would cost hundreds of thousands of dollars. He indicated he believed the HOA did not realize it could ask the CDD for assistance, nor did the HOA understand why the restoration was important. He reported in January 2019 he brought this restoration need to the attention of the CDD as the lakes were continuing to erode. He reported the CDD hired outside experts to conduct a project engineering survey which discovered there was an 18 inch drop along the lake shoreline which was a safety issue and was in noncompliance with the permit. He noted the CDD had no knowledge of the survey conducted by the HOA until recently. He explained the CDD was taking responsibility for the lake shore due to the need for restoration, not a need for maintenance, and due to HOAs not having the authority to create bond issues. He noted there were also three HOAs involved in this District which would complicate matters; it was much simpler and more efficient to have a single project manager reporting to a single Board, such as the CDD, rather than three separate entities. He listed three possible solutions: option 1 was to borrow the money and complete the work as soon as possible (the survey indicated the work could be completed in 24 months) working from worst lake to best lake at a cost of \$2.8 million dollars plus finance charges and extra to cover unknown emergency costs at a total of \$3.5 million dollars. He stated option 2 was to create a resolution today, but borrow the money next year, which delayed the work approximately 6 months and would defer the rise in assessment fees until November 2020, rather than November 2019. He indicated he did not recommend option 2 as interest rates were currently at a historic low; hurricane season was on the brink and the risk for further erosion was high. He noted interest rates were as low as 3% currently. He stated option 3 was to delay the restoration project for another year, conduct more surveys, and hold more meetings to ensure the CDD was doing everything in its power to spend as intelligently as possible on the project. He noted if option 3 was chosen there was a high risk of more lake erosion and cost inflation. He stated he recommended option 1. He noted

he owned three properties within the District and would be paying three times the assessment fees as a result, but still felt it was necessary to begin as soon as possible.

Mr. Ward introduced Bruce Bernard was with Calvin Giordano and Associates, the engineering firm retained for the survey. He asked Mr. Bernard to review the survey, project and estimated costs.

Mr. Bruce Bernard noted he and one of his inspectors walked every lake in the District and rated each lake from 0 (no erosion) to 5 (severe erosion). He stated there were 40 lakes, and 26 were rated 1 or 2 which was moderate erosion. He explained what caused erosion and the process to fix erosion: this method was the least intrusive to residents, used existing lake materials for fill, GeoTube (woven fabric barriers estimated to last 20 years), coconut matting and sod. He reported he had used this method in other communities with proven success. He stated the plan also included plantings along the shoreline. He noted the CDD held the permits with the South Florida Water Management District for the lakes.

Mr. Ted Dalaku stated his address was 2217 Mesic Hammock Way. He asked how the 18 inch bank drop would be mitigated by the fabric barrier solution. Mr. Bernard responded the materials would create a slope, rather than a drop off. Mr. Dalaku noted children could roll down a slope as easily as fall over a ledge. He stated he worried about the plantings growing too high and impeding his water view. Mr. Bernard noted the plantings would not grow tall enough to block the water view. He indicated he used spike rush rather than bull rush which only grew 3 feet tall. He noted he utilized an aquatic maintenance company who worked to keep the water plants at a certain height and width.

Mr. David Kline (ph) asked if the residents had the right to veto the lake restoration project. District Attorney Jere Earlywine responded in the negative; there were State laws in place which required the community to maintain the banks of the lakes, as well as bond covenants. Mr. Kline stated he just read a book called "Earth: The Uninhabitable Planet" which discussed the melting ice caps which were inundating South Florida. He stated this project was too little, too late, and asked why money should be spent on projects which were bound to fail.

Mr. Fred Stelma (ph) stated he lived on lake number 27 and he approved of the project as he had watched his shoreline disappear over the past 6 years. He asked how the water draining from the homes into the lake would affect the restoration of the lake banks. Mr. Bernard explained the drains in between the homes running to the lakes caused the trenching between homes to the lake shore. He explained the lake bank restoration would slow down the trenching process, as it would decrease the slope, but the water would eventually break through and trenching would begin. He explained the best solution would be a drain pipe which led to the front yard into the drainage system or a pipe which ran under the ground out into the lake past the shore line.

Mr. Minnick recommended leaving a 12 inch border along the lake edge when mowing as this would dramatically reduce the erosion rate. Discussion ensued regarding mowing and plants along the water's edge.

Ms. Nancy Carabol (ph) noted under Special Assessments on page 16 it read "special assessments shall be levied against all lots at an equal rate" and she was upset that this new assessment would be dependent upon lot size. Mr. Ward explained the Special Assessments document she was reading from was an HOA document and was not applicable to the CDD. Ms. Carabol asked why the assessment would not be based on assessed value of a home or split equally between all home owners. She stated she did not feel this was legal. Mr. Earlywine explained special assessments could be divided in several

ways; however, the typical assessment for stormwater funding was according to lot size. He noted when the bonds were issued 15 years ago they were issued on a lot size basis; therefore, this was not a new method for the community, but a continuance of the previous methodology and was the predominant method of assessment across all 600 or so CDDs in the State of Florida for assessing stormwater improvements. He noted this was lawful. Ms. Carabol stated she felt this was unreasonable, the language should be changed and noted she would pursue the matter.

Ms. Nicole Tishane (ph) stated she was an environmental scientist. She read Florida Statute 190 Section 1B. She asked how this plan was in the public's best interest, as well as legally acceptable according to Florida Statutes 190 Section 2. She stated this CDD was outliving its usefulness. She asked why the Community was changing water management by giving the power to the CDD rather than following the original HOA plan. She asked why the CDD was choosing the most expensive restoration plan which would burden homeowners for a decade and how would this benefit the homeowner. She stated she did not feel the CDD was acting in the public's trust.

Mr. Minnick stated the actions described in the restoration plan did not extend the life of the CDD; the CDD would continue to exist for the next 18 years as this was the life of the current bond. He stated the CDD Board was extremely accountable, responsible and only moved forward with the best of intentions and the Community's benefit firmly in mind. Mr. Earlywine explained a Community Development District was intended to be a perpetual maintenance entity, just like a home owner's association, and there were many benefits of having a CDD in place. He explained a CDD was typically more transparent than an HOA as a CDD was subject to the Sunshine Laws. He stated the CDD was also subject to Sovereign Immunity Protection, HOAs were not, which was helpful. He stated the CDD could issue tax exempt bonds which an HOA could not do, and would provide a significant cost savings. He explained the lakes had always been the responsibility of the CDD; the CDD had issued bonds and funded the stormwater lakes. He noted the CDD had an agreement with the HOA regarding maintenance, but capital expenditures fell within the CDD's umbrella as part of the bond covenants, permits, and improvement plan; therefore, it was extremely appropriate for the CDD to address this situation.

Mr. Ed Strauss (ph) asked when the lake survey was completed. Mr. Bernard responded approximately 7 weeks ago. Mr. Strauss noted this was when the lake's water levels were low. He asked if the survey would have different results in the fall or winter when the water levels were higher. Mr. Bernard responded in the negative; it was easier to conduct the survey and get accurate measurements when the water level was low. He explained he measured the slope and drop off and attempted to determine where the property line should be. Mr. Strauss asked about the dredging. Mr. Bernard stated the dredging would not make the pond deeper than originally intended. He explained the materials which eroded from the shoreline had eroded into the pond; by dredging he was reclaiming the material and putting it back on the bank where it belonged. Discussion ensued regarding the lake being shallower than intended currently due to the erosion, dredging moving the materials back to the intended place and restoring the lake's originally intended depth. Mr. Strauss asked if this restoration project would last 20 years. Mr. Bernard explained the fabric material he utilized along the shoreline was intended to last 20 years. Mr. Strauss asked about installation of a permanent metal barrier. Mr. Minnick responded a bulwark (permanent barrier) would cost in the vicinity of \$200 dollars per linear foot while the current proposed plan cost approximately \$56 dollars to \$61 dollars per linear foot. Mr. Strauss stated the CDD claimed the interest rates were going up two years ago and cost the Community \$100,000 plus another 30 years of bond payments. Mr. Minnick stated Mr. Strauss was incorrect. He stated two years ago the Board refinanced the remaining 20 years of the bond when rates were at a historic low. He noted the CDD was worried about a rate increase and wished to take advantage of the

low rates; the rates did increase and only recently had the rates dropped again. He explained if the CDD had waited a year the interest rate would have been too high to make refinancing possible. He reported the CDD saved the Community collectively in the vicinity of \$280,000 dollars.

Mr. Vernon Kukes (ph) stated he was an original owner in Stoneybrooks. He noted the Community went to court against Lennar regarding the CDD and lost. He stated the CDD consisted of Lennar employees who he felt were always taking money from the homeowners. He reported he noticed the water level dropping and the lake banks eroding annually. He stated he also noticed there were fish burrowing underneath his lawn; he believed they were catfish. He stated he never felt Stoneybrook needed a CDD, but Stoneybrook was stuck with it, and the lakes needed to be restored. He noted a neighboring community just completed a similar project and was extremely happy with the results.

Mr. Mark Saw (ph) asked in what newspaper the hearing was published. Mr. Ward responded the Sarasota Arrow. Mr. Saw stated a hearing was required to be published for four weeks in a row. Mr. Earlywine responded this was not a public hearing, it was a public meeting; the CDD was taking public comments at this time. He indicated there would be a Public Hearing for which there would be both mailed and published notice. Mr. Saw stated he felt the CDD was highly politically motivated and the restoration project was a direct result of the Governor's recent political opinion. He stated if an independent estimate was not done, and the measurements were off by a couple of inches, it could result in an extra cost of millions of dollars.

Mr. Ernie Childers (ph) stated his HOA handled capital projects every year. He asked if an HOA Board was involved with the decision making process of this project initially. He stated his research indicated the material used inside the woven fabric barriers required replacement every 7 to 9 years. He asked if the fabric barrier manufacturer issued a 20 warranty indicating the barriers would not necessitate refilling. Mr. Bernard responded he would ask the manufacturer. Mr. Childers asked if the lack of slope violated a law or code. Mr. Minnick responded in the affirmative; the threshold for compliance was a 9 inch vertical drop. He explained there were drops noted up to 24 inches; therefore, the lakes were out of compliance of with Water Management permit regulations.

Mr. _____ 1:04:56 asked if the CDD acquired additional surveys from other companies. Mr. Minnick responded in the negative. He explained this was an engineering survey to provide a cost estimate; the project had not been advertised for bids as of yet. Mr. Earlywine stated the project was required by Florida law to be advertised and bid upon by multiple companies to obtain competitive bids. Mr. Minnick stated the CDD would receive multiple competitive bids regarding the financing of the project. Discussion ensued regarding the cost of the project being no more than \$3.6 million dollars, the project being spread over 7 years, the possibility of a savings of 5% to 10% if the project was completed all at once, payments for financing spread over 10 years, the proportion of financial responsibility of each property being measured by the proportion of the drainage system for each property, whether Lennar was in compliance when the lakes were first developed, the boards not being aware of the shoreline erosion issues until recently, the lakes requiring inspection prior to permitting and therefore, Lennar must have been in compliance when the lakes were developed.

Mr. Ron Thomas (ph) asked about setbacks. He stated he did not believe any residents actually owned shoreline property due to setback regulations; therefore, no homeowner could possibly have property which was actually underwater due to erosion. He noted Mr. Minnick had claimed homeowner property was underwater. Mr. Minnick clarified his statement: a property owner had indicated a stake which was previously located on dry land was currently underwater due to erosion. Mr. Thomas asked if any

homeowner's property was currently underwater. Discussion ensued regarding setback easements being community owned and maintained, property lines, and shorelines. Mr. Thomas asked if Mr. Bernard would be managing the restoration project. Mr. Bernard responded in the negative; he explained he worked for a consulting engineering company and was not a contractor. Mr. Thomas stated he felt it would be more appropriate to collect project bids prior to determining project cost.

Mr. Earlywine stated he felt Mr. Thomas had an excellent point; however, he wished those present to understand the process. He stated the Chairman identified there was a problem at the beginning of the year and the issue was investigated by an engineering firm. He explained the purpose of today's meeting was to discuss the survey and decide where to go from there. He stated if the decision was made to move forward the next steps were to adopt a resolution which would authorize staff to send out a notice to the entire community, a public hearing would be held in September to further discuss the project, and then the project would be advertised (bid out), the CDD would receive multiple competitive bids, and then the appropriate bonds would be issued.

Mr. Paul Normandy (ph) asked if an alternate finance options had been investigated, such as grants or loans through government agencies such as EPA and South Florida Water Management which possibly the HOA could pay. Mr. Ward responded there were no longer grants available in the State of Florida for this type of project, especially in private gated communities. He stated an HOA could not finance projects as a general rule; HOAs built up reserves over time to be used for capital improvement projects. He explained the CDD could obtain a loan based on a 10 year term at a tax exempt rate. Mr. Normandy stated he worried about elevated taxes affecting his property value as potential buyers would be scared off by the high taxes. He stated the HOA could simply raise the price on a house to cover the cost of the loan. Discussion ensued regarding the HOA needing to sell many homes to cover the cost of the loan. Mr. Earlywine stated the CDD was exploring all possible finance options.

Mr. George Denmar (ph) asked what the purpose of the CDD was. Mr. Earlywine explained the CDD functioned similarly to an HOA, but was in fact a governmental entity and as such had additional powers of authority. He stated the CDD worked in concert with the HOA. He stated this particular CDD Board worked with the wetlands and stormwater ponds (lakes) within the Community. Mr. Denmar asked if the lake permits were in the CDD's name. Mr. Earlywine responded in the affirmative. Mr. Denmar asked if liability belonged to the CDD. Mr. Earlywine responded in the affirmative. Mr. Denmar stated as the liability did not belong to the homeowner and the HOA, this was a "pass the buck" situation. Mr. Ward stated the HOA's and CDD's resident base was the same; the CDD represented the homeowners. Discussion ensued regarding liability for accidents versus liability for noncompliance, liability for accidents increasing if the CDD was aware of a problem and did not fix said problem, alligators being a problem, whether the CDD was responsible for alligator removal, and the lake shore bank drop being a known problem which needed immediate attention.

Mr. Greg _____ 1:21:18 stated he had opposed refinancing of the bond several years ago. He stated he was suspicious of this situation as there were 40 new homes being constructed which were not included in the divvying of the financial responsibility. Mr. Ward stated he was going to look at adding these homes into the assessment process; he just became aware of these homes. Mr. Minnick explained Mr. Ward had been unaware of the homes as the homes were not included on last year's tax records. Discussion ensued regarding conversations with Lennar, the restoration of the lake banks being an obligation, how bonds worked, and bond financing costs.

Mr. Jim Mullis (ph) asked if Southwest Florida Water Management did compliance inspections periodically. He asked if SFWM had an enforcement team. Mr. Minnick responded in the affirmative; however, he was not aware of SFWM being present on property since the original lake inspections. Mr. Mullis asked if the Community had been cited for being out of compliance. Mr. Minnick responded in the negative; however, the Community could no longer plead ignorance of the problem. Discussion ensued regarding how SFWM would be notified, if SFWM would be notified, and notification regarding today's meeting. Mr. Minnick stated the CDD was not required to allow public input at today's meeting; the public was invited today as the CDD wished to be able to answer any questions the public had and to hear the public's opinion. He explained notification for the Public Hearing would be mailed to all homeowners including Stoneywood Cove and Cattail. Mr. Mullis asked if the Board was going to take a vote regarding proceeding with the process today. Mr. Minnick responded in the affirmative. He stated he deemed it likely the Board would initiate the process. Mr. Earlywine stated the only action which would be taken today would be to set the Public Hearing in September.

Mr. Doug Drybroh (ph) asked if the new development would be included in financing the restoration. He stated his lake was drained twice in order to fill the new lakes in the new development and he felt this had contributed to the erosion. Mr. Minnick responded in the affirmative; the new development would be included in assessment distribution.

Mr. Robert Harkins (ph) stated in 2005 he was told the land for the berm behind his home was built with the land from the storm retention ponds. He noted there were no "lakes" in the development, only "storm retention ponds." Mr. Minnick concurred. Mr. Harkins asked which storm retention pond had the land stake under water. Mr. Minnick responded it was the lake behind his home (lake #34); however, the stake had been removed. Mr. Harkins stated currently the region was in a drought period. He stated he believed if the region was not in a drought period and the lakes were properly full there would not be any erosion problem. He reported the lake behind his home did not have a 24 inch drop off. Mr. Bernard stated he could only measure what was in place today; not all lakes had a 24 inch drop off, some had 12 inches, some had 18 inches. Discussion ensued regarding lake shore drop off, drop off not existing when lakes were initially constructed, lake and retention pond being different names for the same thing, water level not affecting bank drop off, and the required rate of lake bank sloping.

Mr. _____ 1:38:58 stated he had lived in the Community for 7 years and had not known the CDD existed until recently. He indicated he received mailings from the HOA, but never the CDD. He asked if the Board was appointed or elected. Mr. Minnick responded the CDD Board was elected by the residents of the Community. He explained the CDD election process: each seat was selected by submission of a name to the Supervisor of Elections; however, if there was no opposition to the name submitted there was no contest. Mr. Earlywine stated this was a function of State Law; public notice was given through the newspaper and the CDD website prior to the election. Discussion ensued regarding notice, the HOAs which were a part of the CDD, the CDD being the finance manager of capital investments while the HOA handled administrative needs, CDD Board Member positions coming open every couple of years, and how notice was given regarding the election of CDD Board Members.

Mr. _____ 1:44:04 stated this restoration project would increase taxes by over 10% and increase CDD fees by over 70%. He asked how many other South Florida Communities were conducting this type of restoration project. Mr. Bernard stated he knew of 4 to 5 communities which were undergoing lake shore restoration. Discussion ensued regarding there being hundreds of similar communities in South Florida, nature affecting all these communities, other communities possibly addressing shore erosion as it occurred, the annual cost of lake shore maintenance once the erosion has

been fixed, and two lakes within the community with a cost of \$180,000 dollars per lake to restore. Mr. Minnick explained if the restoration was completed gradually by spending approximately \$100,000 dollars per year, the erosion would worsen exponentially and cost of restoration would increase exponentially, and unless the erosion was addressed promptly the situation would only worsen. He described a lake erosion problem addressed in a neighboring community which utilized the proposed GeoTube and sod solution. He noted Stoneybrook was not the only community experiencing this difficulty.

Ms. Barbara Brennan state she was the HOA President. She stated she sent an email to the CDD Board regarding the HOA beginning to address the erosion problem as of last year. She noted the HOA was about to conduct an erosion study when it was discovered the CDD was conducting an erosion study. She stated the CDD and the HOA should work in a cooperative effort to determine a solution to the erosion problems. She indicated the HOA did not support the Resolution as proposed. She stated the HOA asked the CDD to defer the project for one year; however, the CDD did not feel this was appropriate. She reviewed the three proposed optional solutions as discussed by Mr. Minnick. She noted the HOA had many questions and wished to do due diligence in regards to the project; as such, the HOA wished to delay the project for one year. She stated her pond maintenance representative recommended a product called GeoCell which was less expensive than GeoTube (the woven fabric tubing). She noted this may not be appropriate for large projects; however, this was unknown and she wished to research and determine the most appropriate and cost effective solution. She stated the HOA wished to work with the CDD as the CDD had value and expertise in this area. She stated she spoke with the HOA attorney and she felt a compromise could be reached; however, she would determine the HOA's next course of action following the CDD vote today and whether the Resolution was amended.

Discussion ensued regarding who owned the lakes, Lennar not owning the lakes, who was responsible for the lakes, possible responsibility of Aqua-Terra Lake Management and Lennar, research being conducted to discover if Lennar held any responsibility for lake restoration, and residential properties originally not having any slope.

Mr. _____ 2:05:22 stated \$74 dollars of CDD fees went to operation and maintenance of the stormwater system. He stated he did not believe the CDD was doing maintenance. He stated Lennar was not taking care of the water; the water was low quality and was causing problems with irrigation. He stated he agreed with Barbara Brennan: the alternatives needed to be thoroughly investigated. He asked how CDD fees were spent as he did not see any projects being completed; he believed the fees paid the CDD's salaries. He indicated he was very reluctant to move forward with this project. He asked about the testing of the GeoTube materials. He asked what would happen if the GeoTube did not last the expected 20 years and what would happen at the end of 20 years assuming the GeoTube did last. He stated the two plantings which were recently done would be destroyed during the restoration process. He stated he had a PhD in physics saltwater management. He asked if the Community still had liability once the project was initiated. He stated he hoped the CDD would hire a lawyer to answer this question and to determine Lennar's responsibility.

Discussion ensued regarding appropriate meeting behavior.

Mr. _____ 2:12:32 stated he came from a rural area with farm ponds and as such had no experience with water retention ponds. He asked if Stoneybrook had broken any State, Federal or Municipal laws by not addressing the erosion situation. Mr. Bernard responded in the affirmative; the lake shores were not in compliance with permit regulations issued by South Florida Water Management.

Mr. Earlywine explained the Community would have liability for property damage due to bank erosion or death due to improper maintenance. Discussion ensued regarding placing a sign warning of the lake bank drop off to prevent accidents and defer liability, and SFWM seeing the sign placement as knowledge of permit violation.

Mr. _____ 2:16:41 noted the 10 year bond was at 3% and asked what the rate for a 20 year bond would be. Mr. Earlywine responded the 3% rate was not guaranteed for the 10 year bond. Mr. Ward responded the 20 year bond might be just under 5%, but he was unsure.

Ms. Pam Jackson stated she had constant communication from the HOA. She noted she had never seen any communication or budget from the CDD. She asked why she was not receiving communication from the CDD and why she had not been notified of CDD position elections. Mr. Minnick responded the HOA was notified of regular CDD meetings; when meetings were held of significant importance notice was sent through the mail to each resident. He reported a document was included at closing which indicated the purchaser was aware of the CDD and the funding of the CDD. He stated he understood rarely were all included documents read through thoroughly during the closing process; however, notification was included. He explained the process for being elected onto the CDD Board. Ms. Jackson stated when individuals were interested in becoming HOA Board Members the residents were given the opportunity to review the qualifications of each potential member. She noted the CDD did not afford the residents this same opportunity. She indicated she wished the CDD was more informative as a whole and better communicated with the residents. She stated she felt the CDD should operate under the same guidelines as the HOA. Mr. Ward explained the CDD, as a governmental agency, operated in the same manner as a city or county government. He stated elected government representatives in Florida were elected once every four years for the body during a general election (held every two years). He explained the election was announced by the District and advertised in the newspaper two months before the qualifying period (June of every even year). He stated Statute limited the CDD to this advertisement; the CDD was not permitted to send out resumes of political candidates. Mr. Minnick explained if two or more individuals were running for the same seat the names would be included on the public ballot. Mr. Earlywine stated the next qualifying period would be in June of 2020. Mr. Ward reported the CDD Agenda was sent to the HOA prior to CDD meetings. Ms. Jackson commented on the various options presented regarding the lake erosion restoration project.

(Recording ends here.)

On MOTION made by Mr. Daniel Minnick, seconded by Mr. Gary Compton, and with all in favor, Resolution 2019-3 was adopted as presented and the Chair was authorized to sign.

FOURTH ORDER OF BUSINESS

Staff Reports

I. Attorney

There was no Attorney Staff Report.

II. Engineer

There was no Engineer Staff Report.

III. Manager

a. Financial Statements for the period ending May 31, 2019.

There were no questions regarding the Financial Statements for the period ending May 31, 2019.

SIXTH ORDER OF BUSINESS

Audience Comments and Supervisor’s Requests

There were no Audience Comments or Supervisor’s Requests.

SEVENTH ORDER OF BUSINESS

Adjournment

Mr. Ward adjourned the meeting at approximately _____ p.m.

On MOTION made by Mr. James Crawford, seconded by Mr. Daniel Minnick, and with all in favor, the meeting was adjourned.

Stoneybrook at Venice Community Development District

James P. Ward, Secretary

Daniel Minnick, Chairman

RESOLUTION 2019-4

A RESOLUTION MAKING CERTAIN FINDINGS; AUTHORIZING A LAKE RESTORATION PROJECT; ADOPTING AN ENGINEER'S REPORT; PROVIDING AN ESTIMATED COST OF IMPROVEMENTS; ADOPTING AN ASSESSMENT REPORT; EQUALIZING, APPROVING, CONFIRMING AND LEVYING DEBT ASSESSMENTS; ADDRESSING THE FINALIZATION OF SPECIAL ASSESSMENTS; ADDRESSING THE PAYMENT OF DEBT ASSESSMENTS AND THE METHOD OF COLLECTION; ADDRESSING GOVERNMENT PROPERTY, AND TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE AND FEDERAL GOVERNMENT; AUTHORIZING AN ASSESSMENT NOTICE; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Stoneybrook at Venice Community Development District ("**District**") is a local unit of special-purpose government established by ordinance of the Board of County Commissioners of Sarasota County, Florida, and existing under and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"); and

WHEREAS, the District has previously indicated its intention to construct certain types of improvements and to finance such improvements through the issuance of bonds, notes or other specific financing mechanisms, which bonds, notes or other specific financing mechanisms would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District's Board of Supervisors ("**Board**") has noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments, and now desires to adopt a resolution imposing and levying such assessments as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

1. **AUTHORITY.** This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*. The recitals stated above are incorporated herein; are adopted by the Board as true and correct statements; and are further declared to be findings made and determined by the Board.

2. **FINDINGS.** The Board further finds and determines as follows:

The Lake Restoration Project

- a. The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct public infrastructure projects, including but not limited to, for stormwater management/earthwork improvements; and

- b. On June 27, 2019, and pursuant to Section 170.03, *Florida Statutes*, among other laws, the Board adopted Resolution 2019-3 (“**Declaring Resolution**”), and in doing so determined to undertake a capital improvement plan to install, plan, establish, construct or reconstruct, enlarge, equip, acquire, operate and/or maintain the District’s lake restoration project (“**Project**”); and
- c. The Project is described in the Declaring Resolution and the *Stormwater Erosion Report*, dated June 2019, prepared by Calvin, Giordano & Associates, Inc., and attached hereto as **Exhibit A** (as may be amended and/or supplemented from time to time, “**Engineer’s Report**”), and the plans and specifications for the Project are on file in the offices of the District Manager at c/o JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334 (“**District Records Office**”); and

The Debt Assessment Process

- d. Also as part of the Declaring Resolution, the Board expressed an intention to issue bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project, and further declared its intention to defray the whole or any part of the expense of the Project by levying special assessments (“**Debt Assessments**”) on specially benefited property within the District (“**Assessment Area**”); and
- e. The Declaring Resolution was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met; and
- f. As directed by the Declaring Resolution, said Declaring Resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher’s affidavit of publication is on file with the Secretary of the District; and
- g. As directed by the Declaring Resolution, the Board caused to be made a preliminary assessment roll as required by Section 170.06, *Florida Statutes*; and
- h. As required by Section 170.07, *Florida Statutes*, and as part of the Declaring Resolution, the Board fixed the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein could appear before the Board and be heard as to (i) the propriety and advisability of making the improvements, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel, and the Board further authorized publication of notice of such public hearing and individual mailed notice of such public hearing in accordance with Chapters 170, 190, and 197, *Florida Statutes*; and
- i. Notice of the scheduled public hearing was given by publication and also by mail as required by Sections 170.07 and 197.3632, *Florida Statutes*, and affidavits as to such publication and mailings are on file in the office of the Secretary of the District; and
- j. On September 5, 2019, and at the time and place specified in the Declaring Resolution, the Board conducted such public hearing and heard and considered all complaints and testimony as to the matters described above; the Board further met as an “Equalization

Board;” and the Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll; and

Equalization Board Additional Findings

- k. Having considered the estimated costs of the Project, the estimated financing costs and all comments and evidence presented at such public hearing, the Board further finds and determines that:
- i. It is necessary to the public health, safety and welfare and in the best interests of the District that: (1) the District provide the Project as set forth in the Engineer’s Report; (2) the cost of such Project be assessed against the lands specially benefited by such Project, and within the Assessment Area; and (3) the District issue bonds, notes or other specific financing mechanisms to provide funds for such purposes pending the receipt of such Debt Assessments; and
 - ii. The provision of said Project, the levying of the Debt Assessments, and the sale and issuance of such bonds, notes, or other specific financing mechanisms serve a proper, essential, and valid public purpose and are in the best interests of the District, its landowners and residents; and
 - iii. The estimated costs of the Project are as specified in the Engineer’s Report and Assessment Report (defined below), and the amount of such costs is reasonable and proper; and
 - iv. It is reasonable, proper, just and right to assess the cost of such Project against the properties specially benefited thereby in the Assessment Area, using the method determined by the Board and set forth in the *2020 Special Assessment Allocation Report (“Assessment Report,”* attached hereto as **Exhibit B** and incorporated herein by this reference), which results in the Debt Assessments set forth on the final assessment roll; and
 - v. The Project benefits all developable property within the Assessment Area; and
 - vi. Accordingly, the Debt Assessments as set forth in the Assessment Report constitute a special benefit to all parcels of real property listed on said final assessment roll, and the benefit, in the case of each such parcel, will be equal to or in excess of the Debt Assessments imposed thereon, as set forth in **Exhibit B**; and
 - vii. All developable property within the Assessment Area is deemed to be benefited by the Project, and the Debt Assessments will be allocated in accordance with the Assessment Report at **Exhibit B**; and
 - viii. The Debt Assessments are fairly and reasonably allocated across the benefitted property, as set forth in **Exhibit B**; and

- ix. It is in the best interests of the District that the Debt Assessments be paid and collected as herein provided; and
- x. In order to provide funds with which to pay the costs of the Project which are to be assessed against the benefited properties, pending the collection of the Debt Assessments, it is necessary for the District to issue revenue bonds, notes or other specific financing mechanisms, including refunding bonds (together, "**Bonds**").

3. **AUTHORIZATION FOR PROJECT; ADOPTION OF ENGINEER'S REPORT.** The Engineer's Report identifies and describes the infrastructure improvements to be financed in part with the Bonds, and sets forth the costs of the Project. The District hereby confirms that the Project serves a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the Bonds is hereby authorized, approved and ratified, and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

4. **ESTIMATED COST OF IMPROVEMENTS; MAXIMUM ASSESSMENT LIEN.** The total estimated costs of the Project and the costs to be paid by the Debt Assessments on all specially benefited property are set forth in **Exhibits A and B**, respectively, provided, however, that the maximum amount of Debt Assessments authorized by this Resolution shall be: \$_____, which represents the maximum par value of any bonds or other loan amount, and which includes the total maximum amount of Project Costs and financing costs, but which is in addition to interest and collection costs.

5. **ADOPTION OF ASSESSMENT REPORT.** The Assessment Report setting forth the allocation of Debt Assessments to the benefitted lands within the Assessment Area is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Bonds.

6. **EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF DEBT ASSESSMENTS.** Subject to the limitation set forth in Section 4 above, the Debt Assessments imposed on the parcels specially benefited by the Project within the Assessment Area, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution, the lien of Debt Assessments as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the District in the District's "**Improvement Lien Book**." The Debt Assessments against each respective parcel shown on such final assessment roll and interest, costs, and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel, coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

- a. **Supplemental Assessment Resolutions for Bonds.** The lien for the Debt Assessments established hereunder shall be inchoate until the District issues Bonds. In connection with the issuance of any particular series of the Bonds, the District may adopt, without the need for further public hearing, a supplemental assessment resolution establishing specific Debt Assessments, in one or more separately enforceable Debt Assessment liens, securing such Bonds. Such subsequent resolutions shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Among other things,

the supplemental assessment resolutions may provide for the issuance of multiple series of Bonds each secured by one or more different assessment areas within the Assessment Area.

- b. **Adjustments to Debt Assessments.** The District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary and in the best interests of the District, as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law.

7. **FINALIZATION OF DEBT ASSESSMENTS.** When a project has been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to Section 170.08, *Florida Statutes*, the District shall credit to each Debt Assessment the difference, if any, between the Debt Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the applicable project. In making such credits, no credit shall be given for bond, note or other specific financing mechanism costs, capitalized interest, funded reserves or bond or other discounts. Such credits, if any, shall be entered in the Improvement Lien Book.

8. **PAYMENT OF DEBT ASSESSMENTS AND METHOD OF COLLECTION.**

- a. **Payment.** The Debt Assessments, as further set forth in each supplemental assessment resolution, and securing the issuance of each series of the Bonds, may be paid in not more than the number of yearly installments of principal and interest authorized by law – beginning upon the issuance of the particular series of the Bonds (and after taking into account any capitalized interest periods), provided, however, that the Board shall at any time make such adjustments by resolution, and at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District.
- b. **Prepayment.** Subject to the provisions of any supplemental assessment resolution, any owner of property subject to the Debt Assessments may, at its option, pre-pay the entire amount of the Debt Assessment any time, or a portion of the amount of the Debt Assessment up to two times, plus accrued interest to the next succeeding interest payment date (or the second succeeding interest payment date if such prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the Debt Assessments in question)), attributable to the property subject to Debt Assessments owned by such owner. Prepayment of Debt Assessments does not entitle the property owner to any discounts for early payment. If authorized by a supplemental assessment resolution, the District may grant a discount equal to all or a part of the payee's proportionate share of the cost of the Project consisting of bond financing costs, such as capitalized interest, funded reserves, and bond discount included in the estimated cost of the Project, upon payment in full of any Debt Assessment during such period prior to the time such financing costs are incurred as may be specified by the District.

- c. **Uniform Method; Alternatives.** The District may elect to use the method of collecting Debt Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (“**Uniform Method**”). The District has heretofore taken all required actions to comply with Sections 197.3632 and 197.3635, *Florida Statutes*. Such Debt Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its Debt Assessments is not available to the District in any year, or if determined by the District to be in its best interests, and subject to the terms of any applicable trust indenture, the Debt Assessments may be collected as is otherwise permitted by law. In particular, the District may, in its sole discretion, collect Debt Assessments by directly billing landowners and enforcing said collection in any manner authorized by law. Any prejudgment interest on delinquent assessments that are directly billed shall accrue at the applicable rate of any bonds or other debt instruments secured by the Debt Assessments. The decision to collect Debt Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Debt Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
- d. **Uniform Method Agreements Authorized.** For each year the District uses the Uniform Method, the District shall enter into an agreement with the County Tax Collector who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.
- e. **Re-amortization.** Any particular lien of the Debt Assessments shall be subject to re-amortization where the applicable series of Bonds is subject to re-amortization pursuant to the applicable trust indenture and where the context allows.

10. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Debt Assessments without specific consent thereto. If at any time, any real property on which Debt Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Debt Assessments thereon), or similarly exempt entity, all future unpaid Debt Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

11. ASSESSMENT NOTICE. The District’s Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Sarasota County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

12. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

13. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

14. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED THIS 5th DAY OF SEPTEMBER, 2019.

ATTEST:

**STONEBROOK AT VENICE
COMMUNITY DEVELOPMENT DISTRICT**

Secretary

Chairman / Vice Chairman

Exhibit A: *Stormwater Erosion Report, dated June 2019*

Exhibit B: *2020 Special Assessment Allocation Report*



**STONEBROOK AT VENICE
COMMUNITY DISTRICT DEVELOPMENT**

STORMWATER EROSION REPORT

JUNE 2019

Prepared by:



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™



**STONEBROOK AT VENICE
COMMUNITY DISTRICT DEVELOPMENT**

STORMWATER EROSION REPORT

JUNE 2019

Prepared by:



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EXCEPTIONAL SOLUTIONS™

Introduction

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AND FINANCIAL IMPACTS SPREADSHEET

SECTION 3 – PHOTOS AND MAPS

STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT

The following report contains information pertaining to related subjects of the Stoneybrook at Venice Surface Water Management System:

1. Stoneybrook at Venice Lake Bank Erosion, HOA Drainage Installations and Corrective Modifications, and Financial Impacts Spreadsheet
2. Stoneybrook at Venice Photos and Maps

Stoneybrook at Venice Community Development District (CDD) Staff has performed an assessment of current lake bank conditions within and abutting residential development including roadways and amenities, completed field measurements, and prepared an analysis of corrective construction methods relevant to compliance of the CDD permits issued by the South Florida Water Management District (SFWMD) concerning eroded lake banks.

In the Staff's investigation of the erosion of the existing lake banks, it is evident that both the Homeowner Associations' (HOA's) Lake Maintenance Easement (LME) and the Master HOA's maintenance responsibilities are recommended to be addressed over a reasonable period of time, to be determined, to comply with the various water management permits issued by the South Florida Water Management District. Significant lengths of the existing lake banks have been impacted, both above and below the mean water level (elevation), which are primarily a result of wind generated wave action, water level fluctuations, and / or storm or disaster events along with drainage and rainwater leader installations within the lakes. The ground slope in the lake maintenance easements within many of the lakes are deteriorated, and have been compromised in some instances by the installation of yard drains installed by various HOA contractor(s) as these installations are located at the top or within the lake bank slopes, or terminated the water's edge.

This report provides the linear footage per lake of the amount of lake bank (shoreline) that will require corrective action or reconstruction, an explanation as to the material required for correction of lake bank erosion, and method(s) to facilitate the corrections to the existing slopes to comply with current SFWMD permits. This report also contains the estimated fiscal impact to provide these lake improvements.

ERODED LAKE BANK SHORELINE RECONSTRUCTION

Lake bank shoreline erosion in numerous lakes within the Stoneybrook at Venice community can be addressed by three alternative methods. These options include importing and adding fill and regrading; excavating fill from the lakes with heavy equipment and regrading; and dredging (recovering) fill from the lakes and regrading. All alternatives, once completed, will then require re-sodding of all disturbed areas including adjustments and/or repair of existing irrigation systems.

The first two options will require heavy equipment to be operated on homeowners' property(s) including stockpiling of fill material, placement of fill material, final grading of material, and repair of irrigation systems as required. These operations would be disruptive to residents as far as noise and inconvenience while reconstruction of the lake banks occur. These two options will fulfill the re-establishment of the lake bank slopes, but will not ensure the present erosion condition will not recur, again over time.

The third option is dredging of the lakes to recover material to reconstruct the lake banks. This procedure will be the least intrusive to the residents with minor inconvenience during the final grading and sodding portion of the reconstruction. The dredging progression will also serve an additional objective which would be to re-distribute the lake bottom residue after ten to fifteen years of sedimentation. The dredging operation would be situated within the lakes, and material pumped to the shoreline to re-establish the lake banks to proper slopes both above and below the mean water level elevation. The dredged material will be pumped into woven fabric material called Geo-tubes to establish a solid base at the established mean water level. An additional bag is then filled with the dredged lake material and is placed on top of the bottom woven Geo-tube. This second bag is a sacrificial bag that is opened and used for fill to grade the lake bank slope. A coconut woven mat material is then installed over the fill to allow for sod installation to grow into the mat to secure the sod. Once the dredging activity is complete, the contractor will then complete the finish grading above and below the mean water level. Sodding of all disturbed areas above the water level will then be accomplished.

HOMEOWNERS ASSOCIATION DRAINAGE MODIFICATIONS

It is evident that certain HOA's have previously performed drainage modifications to some of the properties / lakes to address drainage concerns. The modifications include yard drains in front and rear yards, HDPE drain lines from rainwater gutters piped into and adjacent to the lake's water edge, and yard drains installed with HDPE piping into existing lakes. Some of the HDPE piping has been installed at improper elevations / locations and are adding to the erosion difficulties that presently exist. Also, some of the yard drains were installed at the crest of the lake maintenance easement or within the lake easement, and have eroded the sodded lake bank slope.

There are two options that can be entertained to lessen the erosion of the lake banks caused by the modifications both above and below the mean water level. These options include relocating yard drains from in or around lake maintenance easements, and redirecting the drains to front yards of these properties which will enable flow into the existing stormwater drainage systems, and installing / lowering HDPE piping from rainwater leaders and yard drains and connecting directly into the lake.

A cost estimate for lake bank restoration options and drainage modification are listed below:

COST ESTIMATE FOR LAKE BANK RESTORATION OPTIONS AND DRAINAGE MODIFICATIONS:

1. Dredging (in-water) of lake bank / Geo-tube installation and bank re-sloping	7 ft. width slope bag - \$60.00 per ft. 5 ft. width slope bag - \$51.00 per ft.
2. Dredging of lake bank with trackhoe and bobcat to regrade	Equipment \$310.00 per hr./ operator
3. Importing fill and regrading lake bank slopes with front-end loader and bobcat	Fill \$84.00 per cubic yd. Equipment \$165.00 per hr./ operator
4. HOA HDPE drainage piping modifications	\$22.00 per ft./ lot property \$46.00 per ft./ within lake

PROPOSED CAPITAL IMPROVEMENT PROJECT EXPENDITURES FROM 2020 THROUGH 2026

7 ft. width enclosed woven Geo-Tube fabric installation with 5 ft. sacrificial bag =	\$1,156,690.00
5 ft. width enclosed woven Geo-Tube fabric installation with 3 ft. sacrificial bag =	\$1,343,810.00
Littoral shelf wetland planting within lakes shoreline of Stoneybrook CDD =	\$96,000.00
Capital Program administration / CEI inspection and Surveying requirements =	\$245,000.00
Total Expenditures	\$2,841,500.00
Lake banks adjacent to residential properties =	\$1,806,000.00
Lake banks adjacent to non-residential properties =	\$694,500.00

COST ESTIMATE FOR CEI SERVICES FOR PROJECT:

Construction Administration / Inspection Services – 8.5% of construction costs for each individual project

Survey Functions – 2.5% of individual project costs for property line staking

LAKE BANK EROSION CONDITIONS RATING EVALUATION

Rating	Vertical Slope Erosion / Benching
1. Minor	12” Bank Erosion
2. Moderate	12” to 18” Bank Erosion
3. Serious	12” to 24” Bank Erosion
4. Major	12” to 30” Bank Erosion
5. Severe	12” to 36” and above Bank Erosion

STONEBROOK AT VENICE CDD

<u>LAKE NUMBER</u>	<u>PRIORITY RATING</u>
Lakes - 18, 35	5
Lakes - 17, 23, 24, 27, 32, 40	4
Lakes - 12, 14, 26,34	3
Lakes - 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 16, 25, 28, 31, 33, 37, 39	2
Lakes - 15, 20, 21, 22, 29, 30, 36, 38	1
Lake - 19	0

**Stoneybrook at Venice
Lake Bank Erosion, Bank
Slope Corrective
Modifications, and Financial
Impacts Spreadsheet**

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes	
	Lake Number 1	Lake Number 2
Lake Bank Conditions	12" to 18" Drop-off to water Rating - 2	15" Drop-off to water Rating - 2
Lake Bank Material (Rip-rap, Fill, Sod)	Fill - Sod	Fill - Sod
Lake Bank Linear Footage (L.F.) Requiring Repair	Residential - 890 L.F. / Non - residential - 212 L.F.	Residential - 810 L.F. / Non - residential - 200 L.F.
Method of Lake Bank Restoration	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope
Cost per / ft. of Lake Bank Repair	Residential - 5 ft. bag width @ \$51.00 per ft. x 890 L.F. = \$45,390.00 Non-residential - 5 ft. bag width @ \$51.00 per ft. x 212 L.F. = \$10,812.00	Residential - 5 ft. bag width @ \$51.00 per ft. x 810 L.F. = \$41,310.00 Non-residential - 5 ft. bag width @ \$51.00 per ft. x 200 L.F. = \$10,200.00
Lake Bank Encroachment(s)	No encroachment	No encroachment
Existing HOA Drainage Installations	None identified	None identified
Square Feet of Lake	72,035 sq. ft. or 1.7 acres	47,132 sq. ft. or 1.1 acres
Subdivision Improvements Costs	\$56,202.00	\$51,510.00

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes	
	Lake Number 3	Lake Number 4
Lake Bank Conditions	12" to 18" Drop-off to water Rating - 2	18" Drop-off to water Rating - 2
Lake Bank Material (Rip-rap, Fill, Sod)	Fill - Sod	Fill - Sod
Lake Bank Linear Footage (L.F.) Requiring Repair	Residential - 1,242 L.F. / Non - residential - 490 L.F.	Residential - 1,300 L.F.
Method of Lake Bank Restoration	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope
Cost per / ft. of Lake Bank Repair	Residential - 5 ft. bag width @ \$51.00 per ft. x 1,242 L.F. = \$63,342.00 Non-residential - 5 ft. bag width @ \$51.00 per ft. x 490 L.F. = \$24,990.00	Residential - 5 ft. bag width @ \$51.00 per ft. x 1,300 L.F. = \$66,300.00
Lake Bank Encroachment(s)	No encroachment	No encroachment
Existing HOA Drainage Installations	None identified	None identified
Square Feet of Lake	103,653 sq. ft. or 2.4 acres	73,440 sq. ft. or 1.7 acres
Subdivision Improvements Costs	\$88,332.00	\$66,300.00

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes	
	Lake Number 5	Lake Number 6
Lake Bank Conditions	12" to 18" Drop-off to water Rating - 2	18" Drop-off to water Rating - 2
Lake Bank Material (Rip-rap, Fill, Sod)	Fill - Sod	Fill - Sod
Lake Bank Linear Footage (L.F.) Requiring Repair	Residential - 560 L.F. / Non - residential - 451 L.F.	Residential - 744 L.F.
Method of Lake Bank Restoration	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope
Cost per / ft. of Lake Bank Repair	Residential - 5 ft. bag width @ \$51.00 per ft. x 560 L.F. = \$28,560.00 Non-residential - 5 ft. bag width @ \$51.00 per ft. x 451 L.F. = \$23,000.00	Residential - 5 ft. bag width @ \$51.00 per ft. x 744 L.F. = \$37,944.00
Lake Bank Encroachment(s)	No encroachment	No encroachment
Existing HOA Drainage Installations	None identified	None identified
Square Feet of Lake	34,690 sq. ft. or .8 acres	34,531 sq. ft. or .8 acres
Subdivision Improvements Costs	\$51,561.00	\$37,944.00

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Lakes

Item

Lake Number 7

Lake Number 8

Lake Bank Conditions

12" to 15" Drop-off to water
Rating - 2

12" to 16" Drop-off to water
Rating - 2

Lake Bank Material (Rip-rap, Fill, Sod)

Fill - Sod

Fill - Sod

Lake Bank Linear Footage (L.F.) Requiring Repair

Residential - 264 L.F.

Non-residential - 1,062 L.F.

Method of Lake Bank Restoration

Dredging / recovery of lake material fill for Geo-tube installation
on lake bank slope

Dredging / recovery of lake material fill for Geo-tube
installation on lake bank slope

Cost per / ft. of Lake Bank Repair

Residential - 5 ft. bag width @ \$51.00 per ft. x 264 L.F. =
\$13,464.00

Residential - 5 ft. bag width @ \$51.00 per ft. x 1,062 L.F. =
\$54,162.00

Lake Bank Encroachment(s)

No encroachment

No encroachment

Existing HOA Drainage Installations

None identified

None identified

Square Feet of Lake

13,591 sq. ft. or .3 acres

91,960 sq. ft. or 2.1 acres

Subdivision Improvements Costs

\$13,464.00

\$54,162.00

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes	
	<p align="center">Lake Number 9</p> <p align="center">15" Drop-off to water Rating - 2</p> <p align="center">Fill - Sod</p>	<p align="center">Lake Number 10</p> <p align="center">12" to 18" Drop-off to water Rating - 2</p> <p align="center">Fill - Sod</p>
Lake Bank Conditions		
Lake Bank Material (Rip-rap, Fill, Sod)		
Lake Bank Linear Footage (L.F.) Requiring Repair	<p align="center">Non-residential - 627 L.F.</p>	<p align="center">Residential - 380 L.F. / Non-Residential - 367 L.F.</p>
Method of Lake Bank Restoration	<p align="center">Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope</p>	<p align="center">Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope</p>
Cost per / ft. of Lake Bank Repair	<p align="center">Residential - 5 ft. bag width @ \$51.00 per ft. x 627 L.F. = \$31,977.00</p>	<p align="center">Residential - 5 ft. bag width @ \$51.00 per ft. x 380 L.F. = \$19,380.00 Non-residential - 5 ft. bag width @ \$51.00 per ft. x 367 L.F. = \$18,717.00</p>
Lake Bank Encroachment(s)	<p align="center">No encroachment</p>	<p align="center">No encroachment</p>
Existing HOA Drainage Installations	<p align="center">None identified</p>	<p align="center">None identified</p>
Square Feet of Lake	<p align="center">22,589 sq. ft. or .52 acres</p>	<p align="center">32,933 sq. ft. or .76 acres</p>
Subdivision Improvements Costs	<p align="center">\$31,977.00</p>	<p align="center">\$38,097.00</p>

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Lakes

Item

Lake Number 11

Lake Number 12

Lake Bank Conditions

18" Drop-off to water
Rating - 3

12" to 24" Drop-off to water
Rating - 3

Lake Bank Material (Rip-rap, Fill, Sod)

Fill - Sod

Fill - Sod

Lake Bank Linear Footage (L.F.) Requiring Repair

Residential - 1,203 L.F. / Non-Residential - 840 L.F.

Residential - 738 L.F. / Non-Residential - 1,516 L.F.

Method of Lake Bank Restoration

Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope

Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope

Cost per / ft. of Lake Bank Repair

Residential - 5 ft. bag width @ \$51.00 per ft. x 1,203 L.F. = \$61,353.00
Non-residential - 5 ft. bag width @ \$51.00 per ft. x 840 L.F. = \$42,840.00

Residential - 7 ft. bag width @ \$60.00 per ft. x 738 L.F. = \$44,280.00
Non-residential - 7 ft. bag width @ \$60.00 per ft. x 1,516 L.F. = \$90,960.00

Lake Bank Encroachment(s)

No encroachment

No encroachment

Existing HOA Drainage Installations

None identified

None identified

Square Feet of Lake

143,524 sq. ft. or 3.3 acres

170,058 sq. ft. or 3.9 acres

Subdivision Improvements Costs

\$104,193.00

\$135,240.00

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes
Lake Bank Conditions	<p align="center">Lake Number 13</p> <p align="center">12" to 18" Drop-off to water Rating - 2</p> <p align="center">Lake Number 14</p> <p align="center">18" Drop-off to water Rating - 2</p>
Lake Bank Material (Rip-rap, Fill, Sod)	<p align="center">Fill - Sod</p> <p align="center">Fill - Sod</p>
Lake Bank Linear Footage (L.F.) Requiring Repair	<p align="center">Residential - 620 L.F. / Non-Residential - 158 L.F.</p> <p align="center">Non-Residential - 762 L.F.</p>
Method of Lake Bank Restoration	<p align="center">Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope</p> <p align="center">Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope</p>
Cost per / ft. of Lake Bank Repair	<p align="center">Residential - 5 ft. bag width @ \$51.00 per ft. x 620 L.F. = \$31,620.00</p> <p align="center">Non-residential - 5 ft. bag width @ \$51.00 per ft. x 158 L.F. = \$8,058.00</p> <p align="center">Non-Residential - 7 ft. bag width @ \$60.00 per ft. x 762 L.F. = \$45,720.00</p>
Lake Bank Encroachment(s)	<p align="center">No encroachment</p> <p align="center">No encroachment</p>
Existing HOA Drainage Installations	<p align="center">None identified</p> <p align="center">None identified</p>
Square Feet of Lake	<p align="center">22,836 sq. ft. or .5 acres</p> <p align="center">26,909 sq. ft. or .6 acres</p>
Subdivision Improvements Costs	<p align="center">\$39,678.00</p> <p align="center">\$45,720.00</p>

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes	
	Lake Number 15	Lake Number 16
Lake Bank Conditions	10" to 12" Drop-off to water Rating - 1	14" Drop-off to water Rating - 2
Lake Bank Material (Rip-rap, Fill, Sod)	Fill - Sod	Fill - Sod
Lake Bank Linear Footage (L.F.) Requiring Repair	Non-Residential - 730 L.F.	Residential - 326 L.F. / Non-Residential - 900 L.F.
Method of Lake Bank Restoration	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope
Cost per / ft. of Lake Bank Repair	Non-Residential - 5 ft. bag width @ \$51.00 per ft. x 730 L.F. = \$37,230.00	Residential - 5 ft. bag width @ \$51.00 per ft. x 326 L.F. = \$16,626.00 Non-residential - 5 ft. bag width @ \$51.00 per ft. x 900 L.F. = \$45,900.00
Lake Bank Encroachment(s)	No encroachment	No encroachment
Existing HOA Drainage Installations	None identified	None identified
Square Feet of Lake	30,969 sq. ft. or .7 acres	65,078 sq. ft. or 1.49 acres
Subdivision Improvements Costs	\$37,230.00	\$62,526.00

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes
	<p style="text-align: center;">Lake Number 17</p>
Lake Bank Conditions	<p>12" to 30" Drop-off to water Rating - 4</p>
Lake Bank Material (Rip-rap, Fill, Sod)	<p>Fill - Sod</p>
Lake Bank Linear Footage (L.F.) Requiring Repair	<p>Residential - 394 L.F.</p>
Method of Lake Bank Restoration	<p>Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope</p>
Cost per / ft. of Lake Bank Repair	<p>Residential - 7 ft. bag width @ \$60.00 per ft. x 394 L.F. = \$23,640.00</p>
Lake Bank Encroachment(s)	<p>No encroachment</p>
Existing HOA Drainage Installations	<p>None identified</p>
Square Feet of Lake	<p>25,316 sq. ft. or .6 acres</p>
Subdivision Improvements Costs	<p>\$23,640.00</p>
	<p style="text-align: center;">Lake Number 18</p>
Lake Bank Conditions	<p>12" to 36" Drop-off to water Rating - 5</p>
Lake Bank Material (Rip-rap, Fill, Sod)	<p>Fill - Sod</p>
Lake Bank Linear Footage (L.F.) Requiring Repair	<p>Residential - 2,148 L.F.</p>
Method of Lake Bank Restoration	<p>Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope</p>
Cost per / ft. of Lake Bank Repair	<p>Residential - 7 ft. bag width @ \$60.00 per ft. x 2,148 L.F. = \$128,880.00</p>
Lake Bank Encroachment(s)	<p>No encroachment</p>
Existing HOA Drainage Installations	<p>None identified</p>
Square Feet of Lake	<p>261,739 sq. ft. or 6 acres</p>
Subdivision Improvements Costs	<p>\$128,880.00</p>

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes	
	Lake Number 19	Lake Number 20
Lake Bank Conditions	4" Drop-off to water Rating - 0	12" Drop-off to water Rating - 1
Lake Bank Material (Rip-rap, Fill, Sod)	Fill - Sod	Fill - Sod
Lake Bank Linear Footage (L.F.) Requiring Repair	No repairs proposed	Residential - 366 L.F.
Method of Lake Bank Restoration	None	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope
Cost per / ft. of Lake Bank Repair	None	Residential - 5 ft. bag width @ \$51.00 per ft. x 366 L.F. = \$18,666.00
Lake Bank Encroachment(s)	No encroachment	No encroachment
Existing HOA Drainage Installations	None identified	None identified
Square Feet of Lake	66,394 sq. ft. or 1.5 acres	8,300 sq. ft. or .2 acres
Subdivision Improvements Costs	\$0.00	\$18,666.00

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes	
	Lake Number 21	Lake Number 22
Lake Bank Conditions	12" Drop-off to water Rating - 1	12" Drop-off to water Rating - 1
Lake Bank Material (Rip-rap, Fill, Sod)	Fill - Sod	Fill - Sod
Lake Bank Linear Footage (L.F.) Requiring Repair	Residential - 141 L.F.	Non-Residential - 294 L.F.
Method of Lake Bank Restoration	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope
Cost per / ft. of Lake Bank Repair	Residential - 5 ft. bag width @ \$51.00 per ft. x 141 L.F. = \$7,191.00	Non-Residential - 5 ft. bag width @ \$51.00 per ft. x 294 L.F. = \$14,994.00
Lake Bank Encroachment(s)	No encroachment	No encroachment
Existing HOA Drainage Installations	None identified	None identified
Square Feet of Lake	45,097 sq. ft. or 1 acre	7,513 sq. ft. or .18 acres
Subdivision Improvements Costs	\$7,191.00	\$14,994.00

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes	
	Lake Number 23	Lake Number 24
Lake Bank Conditions	12" to 30" Drop-off to water Rating - 4	12" to 30" Drop-off to water Rating - 4
Lake Bank Material (Rip-rap, Fill, Sod)	Fill - Sod	Fill - Sod
Lake Bank Linear Footage (L.F.) Requiring Repair	Residential - 1,466 L.F.	Residential - 1,470 L.F.
Method of Lake Bank Restoration	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope
Cost per / ft. of Lake Bank Repair	Residential - 7 ft. bag width @ \$60.00 per ft. x 1,466 L.F. = \$87,960.00	Residential - 7 ft. bag width @ \$60.00 per ft. x 1,470 L.F. = \$88,200.00
Lake Bank Encroachment(s)	No encroachment	No encroachment
Existing HOA Drainage Installations	None identified	None identified
Square Feet of Lake	99,458 sq. ft. or 2.28 acres	152,459 sq. ft. or 3.5 acres
Subdivision Improvements Costs	\$87,960.00	\$88,200.00

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes
	<p style="text-align: center;">Lake Number 25</p>
Lake Bank Conditions	<p>14" Drop-off to water Rating - 2</p>
Lake Bank Material (Rip-rap, Fill, Sod)	<p>Fill - Sod</p>
Lake Bank Linear Footage (L.F.) Requiring Repair	<p>Residential - 447 L.F. / Non-residential - 200 L.F.</p>
Method of Lake Bank Restoration	<p>Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope</p>
Cost per / ft. of Lake Bank Repair	<p>Residential - 5 ft. bag width @ \$51.00 per ft. x 447 L.F. = \$22,797.00 Non-residential - 5 ft. bag width @ \$51.00 per ft. x 200 L.F. = \$10,200.00</p>
Lake Bank Encroachment(s)	<p>No encroachment</p>
Existing HOA Drainage Installations	<p>None identified</p>
Square Feet of Lake	<p>23,503 sq. ft. or .54 acres</p>
Subdivision Improvements Costs	<p>\$32,979.00</p>
	<p>12" to 24" Drop-off to water Rating - 3</p>
	<p style="text-align: center;">Lake Number 26</p>
	<p>Fill - Sod</p>
	<p>Residential - 1,520 L.F.</p>
	<p>Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope</p>
	<p>Residential - 7 ft. bag width @ \$60.00 per ft. x 1,520 L.F. = \$91,200.00</p>
	<p>No encroachment</p>
	<p>None identified</p>
	<p>135,851 sq. ft. or 3.1 acres</p>
	<p>\$91,200.00</p>

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes	
	Lake Number 27	Lake Number 28
Lake Bank Conditions	12" to 30" Drop-off to water Rating - 4	15" Drop-off to water Rating - 2
Lake Bank Material (Rip-rap, Fill, Sod)	Fill - Sod	Fill - Sod
Lake Bank Linear Footage (L.F.) Requiring Repair	Residential - 1,340 L.F.	Residential - 200 L.F. / Non-residential - 500 L.F.
Method of Lake Bank Restoration	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope
Cost per / ft. of Lake Bank Repair	Residential - 7 ft. bag width @ \$60.00 per ft. x 1,340 L.F. = \$80,400.00	Residential - 5 ft. bag width @ \$51.00 per ft. x 200 L.F. = \$10,200.00 Non-residential - 5 ft. bag width @ \$51.00 per ft. x 500 L.F. = \$25,500.00
Lake Bank Encroachment(s)	No encroachment	No encroachment
Existing HOA Drainage Installations	None identified	None identified
Square Feet of Lake	86,964 sq. ft. or 2.0 acres	22,589 sq. ft. or .52 acres
Subdivision Improvements Costs	\$80,400.00	\$35,700.00

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes	
	Lake Number 29	Lake Number 30
Lake Bank Conditions	12" Drop-off to water Rating - 1	12" Drop-off to water Rating - 1
Lake Bank Material (Rip-rap, Fill, Sod)	Fill - Sod	Fill - Sod
Lake Bank Linear Footage (L.F.) Requiring Repair	Residential - 364 L.F.	Residential - 442 L.F.
Method of Lake Bank Restoration	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope
Cost per / ft. of Lake Bank Repair	Residential - 5 ft. bag width @ \$51.00 per ft. x 364 L.F. = \$18,564.00	Residential - 5 ft. bag width @ \$51.00 per ft. x 442 L.F. = \$22,541.00
Lake Bank Encroachment(s)	No encroachment	No encroachment
Existing HOA Drainage Installations	None identified	None identified
Square Feet of Lake	25,412 sq. ft. or .58 acres	42,660 sq. ft. or 1 acre
Subdivision Improvements Costs	\$18,564.00	\$22,541.00

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes	
	Lake Number 31	Lake Number 32
Lake Bank Conditions	14" Drop-off to water Rating - 2	12" to 28" Drop-off to water Rating - 4
Lake Bank Material (Rip-rap, Fill, Sod)	Fill - Sod	Fill - Sod
Lake Bank Linear Footage (L.F.) Requiring Repair	Residential - 1,448 L.F.	Residential - 1,628 L.F. / Non-residential - 1,884
Method of Lake Bank Restoration	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope
Cost per / ft. of Lake Bank Repair	Residential - 5 ft. bag width @ \$51.00 per ft. x 1,448 L.F. = \$73,848.00	Residential - 7 ft. bag width @ \$60.00 per ft. x 1,628 L.F. = \$97,680.00 Non-residential - 5 ft. bag width @ \$51.00 per ft. x 1,884 L.F. = \$96,084.00
Lake Bank Encroachment(s)	No encroachment	No encroachment
Existing HOA Drainage Installations	None identified	None identified
Square Feet of Lake	159,403 sq. ft. or 3.7 acres	233,759 sq. ft. or 5.4 acres
Subdivision Improvements Costs	\$73,848.00	\$193,764.00

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes	
	Lake Number 33	Lake Number 34
Lake Bank Conditions	14" Drop-off to water Rating - 2	12" to 24" Drop-off to water Rating - 3
Lake Bank Material (Rip-rap, Fill, Sod)	Fill - Sod	Fill - Sod
Lake Bank Linear Footage (L.F.) Requiring Repair	Residential - 382 L.F.	Residential - 1,438 L.F.
Method of Lake Bank Restoration	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope
Cost per / ft. of Lake Bank Repair	Residential - 5 ft. bag width @ \$51.00 per ft. x 382 L.F. = \$19,482.00	Residential - 7 ft. bag width @ \$60.00 per ft. x 1,438 L.F. = \$86,280.00
Lake Bank Encroachment(s)	No encroachment	No encroachment
Existing HOA Drainage Installations	None identified	None identified
Square Feet of Lake	35,033 sq. ft. or .8 acres	91,799 sq. ft. or 2.1 acres
Subdivision Improvements Costs	\$19,482.00	\$86,280.00

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes	
	Lake Number 35	Lake Number 36
Lake Bank Conditions	12" to 36" Drop-off to water Rating - 5	12" Drop-off to water Rating - 1
Lake Bank Material (Rip-rap, Fill, Sod)	Fill - Sod	Fill - Sod
Lake Bank Linear Footage (L.F.) Requiring Repair	Residential - 1,220 L.F. / Non-residential - 860 L.F.	Residential - 650 L.F.
Method of Lake Bank Restoration	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope
Cost per / ft. of Lake Bank Repair	Residential - 7 ft. bag width @ \$60.00 per ft. x 1,220 L.F. = \$73,200.00 Non-residential - 5 ft. bag width @ \$51.00 per ft. x 860 L.F. = \$43,860.00	Residential - 5 ft. bag width @ \$51.00 per ft. x 650 L.F. = \$33,150.00
Lake Bank Encroachment(s)	No encroachment	No encroachment
Existing HOA Drainage Installations	None identified	None identified
Square Feet of Lake	202,780 sq. ft. or 4.7 acres	31,336 sq. ft. or .72 acres
Subdivision Improvements Costs	\$117,060.00	\$33,150.00

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes	
	Lake Number 37	Lake Number 38
Lake Bank Conditions	12" to 18" Drop-off to water Rating - 2	12" Drop-off to water Rating - 1
Lake Bank Material (Rip-rap, Fill, Sod)	Fill - Sod	Fill - Sod
Lake Bank Linear Footage (L.F.) Requiring Repair	Residential - 1,142 L.F.	Residential - 447 L.F.
Method of Lake Bank Restoration	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope
Cost per / ft. of Lake Bank Repair	Residential - 5 ft. bag width @ \$51.00 per ft. x 1,142 L.F. = \$58,242.00	Residential - 5 ft. bag width @ \$51.00 per ft. x 447 L.F. = \$22,797.00
Lake Bank Encroachment(s)	No encroachment	No encroachment
Existing HOA Drainage Installations	None identified	None identified
Square Feet of Lake	93,481 sq. ft. or 2.1 acres	47,412 sq. ft. or 1.1 acres
Subdivision Improvements Costs	\$58,242.00	\$22,797.00

Stoneybrook at Venice CDD

Residential Lake Bank Investigation

Item	Lakes	
Lake Bank Conditions	<p align="center">Lake Number 39</p> <p align="center">12" to 14" Drop-off to water Rating - 2</p> <p align="center">Fill - Sod</p>	<p align="center">Lake Number 40</p> <p align="center">12" to 28" Drop-off to water Rating - 4</p> <p align="center">Fill - Sod</p>
Lake Bank Material (Rip-rap, Fill, Sod)	Residential - 1,322 L.F.	
Lake Bank Linear Footage (L.F.) Requiring Repair	Residential - 1,640 L.F. / Non-residential - 2,760 L.F.	
Method of Lake Bank Restoration	Dredging / recovery of lake material fill for Geo-tube installation on lake bank slope	
Cost per / ft. of Lake Bank Repair	Residential - 5 ft. bag width @ \$51.00 per ft. x 1,322 L.F. = \$67,422.00	Residential - 7 ft. bag width @ \$60.00 per ft. x 1,640 L.F. = \$98,400.00 Non-residential - 7 ft. bag width @ \$60.00 per ft. x 2,760 L.F. = \$165,600.00
Lake Bank Encroachment(s)	No encroachment	
Existing HOA Drainage Installations	None identified	
Square Feet of Lake	90,493 sq. ft. or 2.1 acres	
Subdivision Improvements Costs	316,184 sq. ft. or 7.26 acres	
	\$67,422.00	\$264,000.00

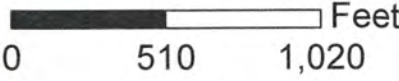


Stoneybrook
at Venice
Community Development District

**Stoneybrook at Venice
Water Bodies**

Legend

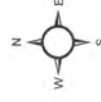
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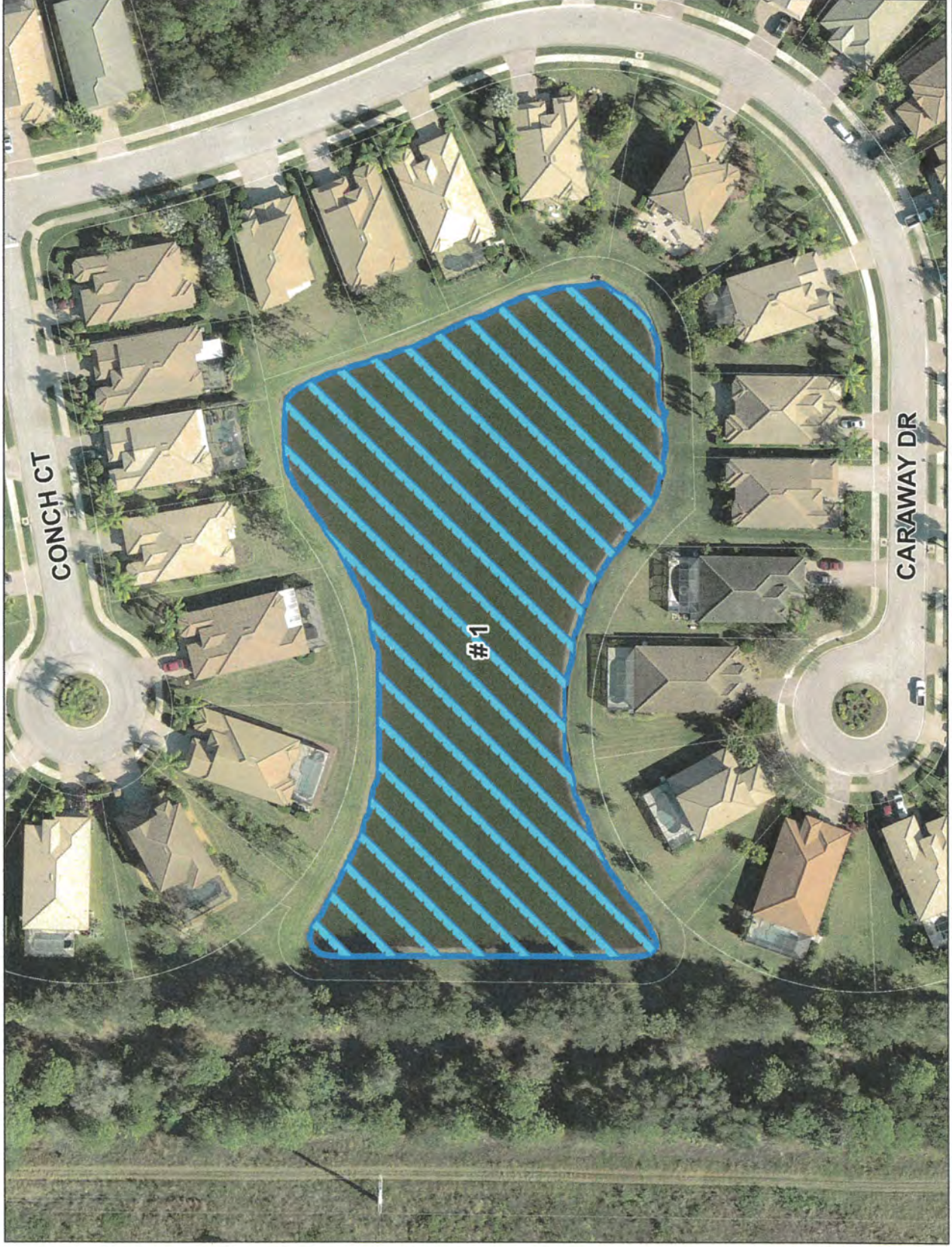
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Lake 1

Legend



Print Date: 5/23/2019



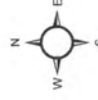




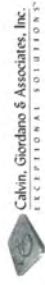


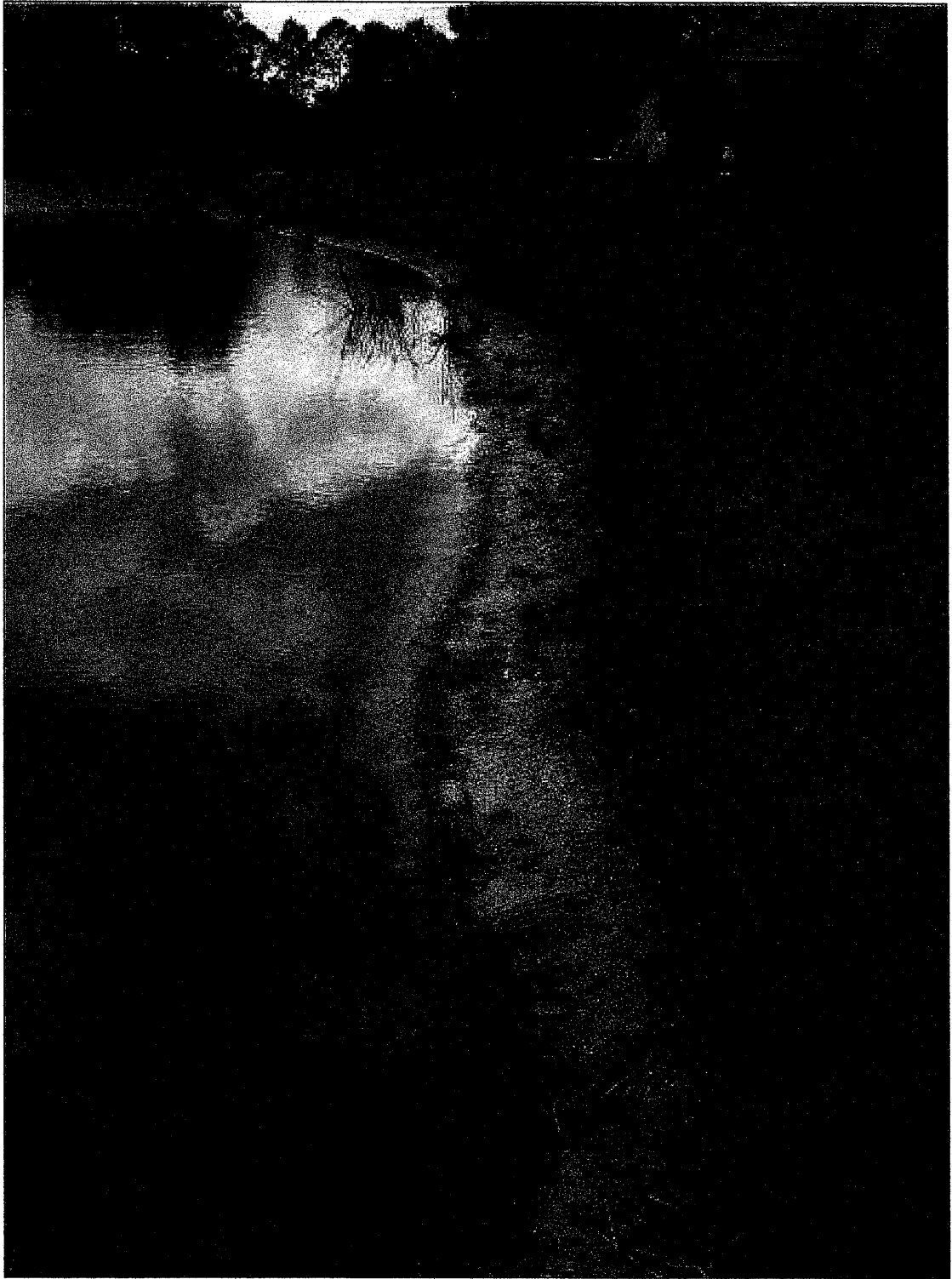


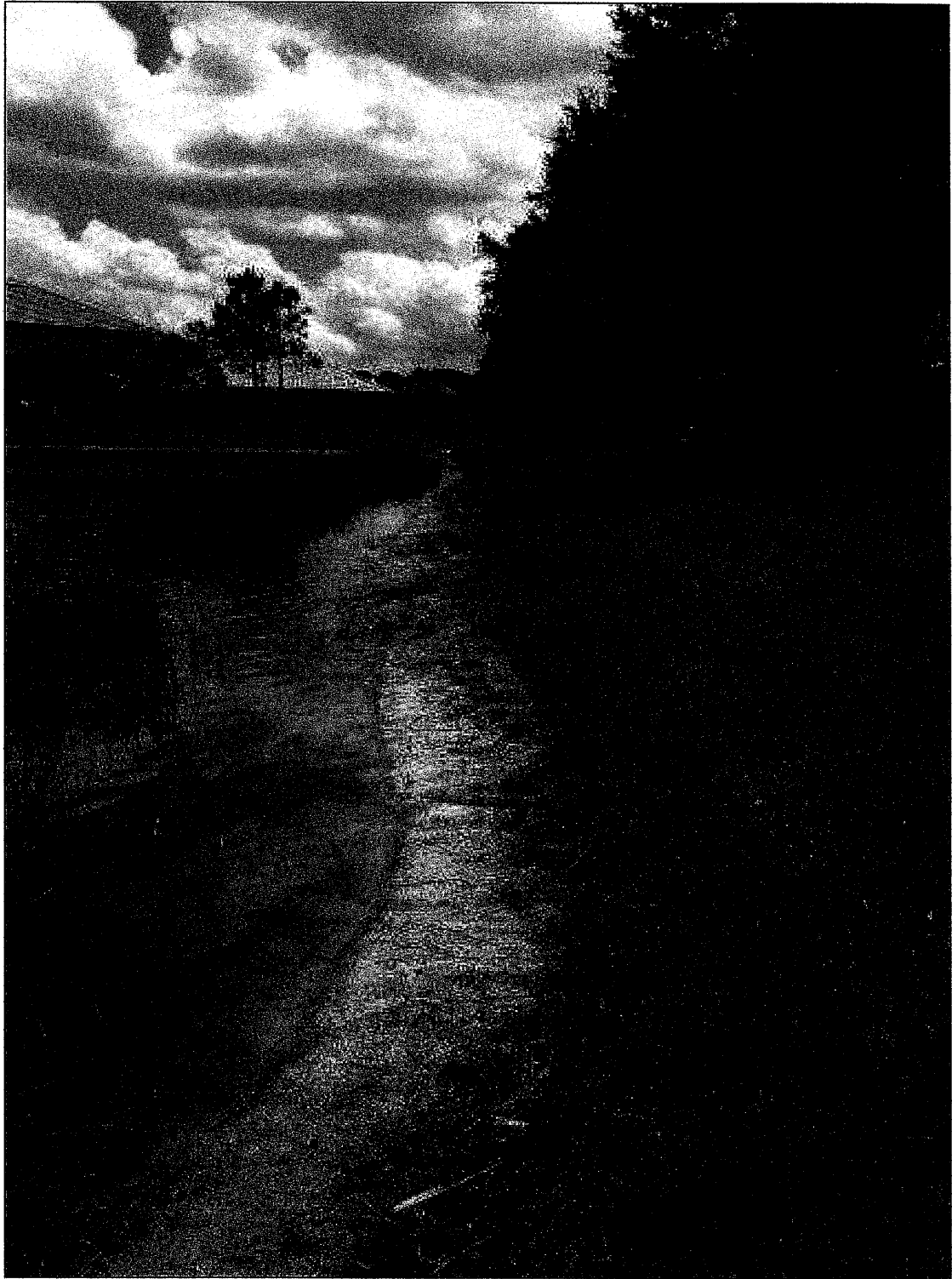
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Print Date: 5/23/2019

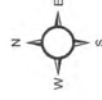




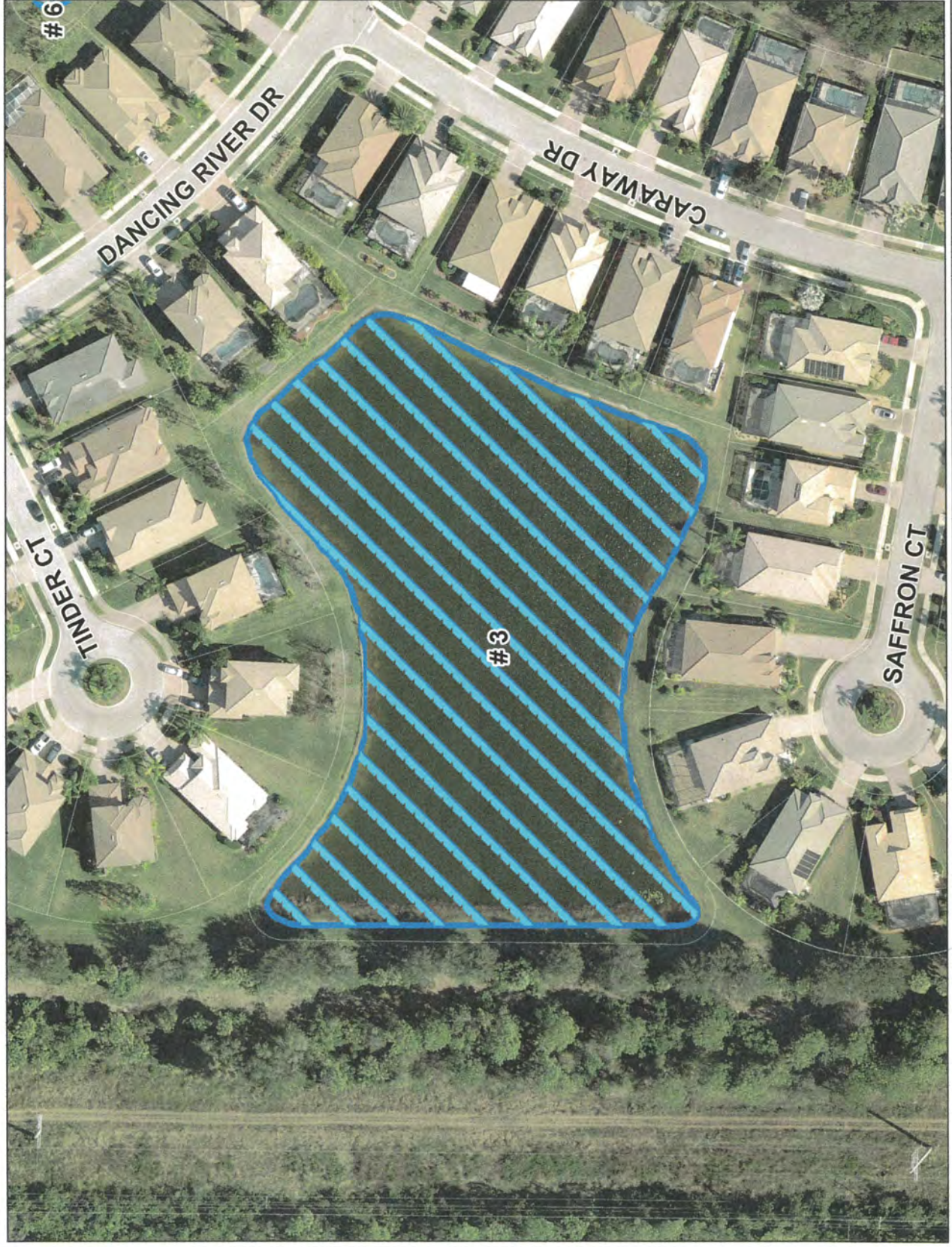
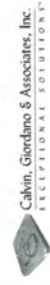




Lake 3



Print Date: 5/23/2019







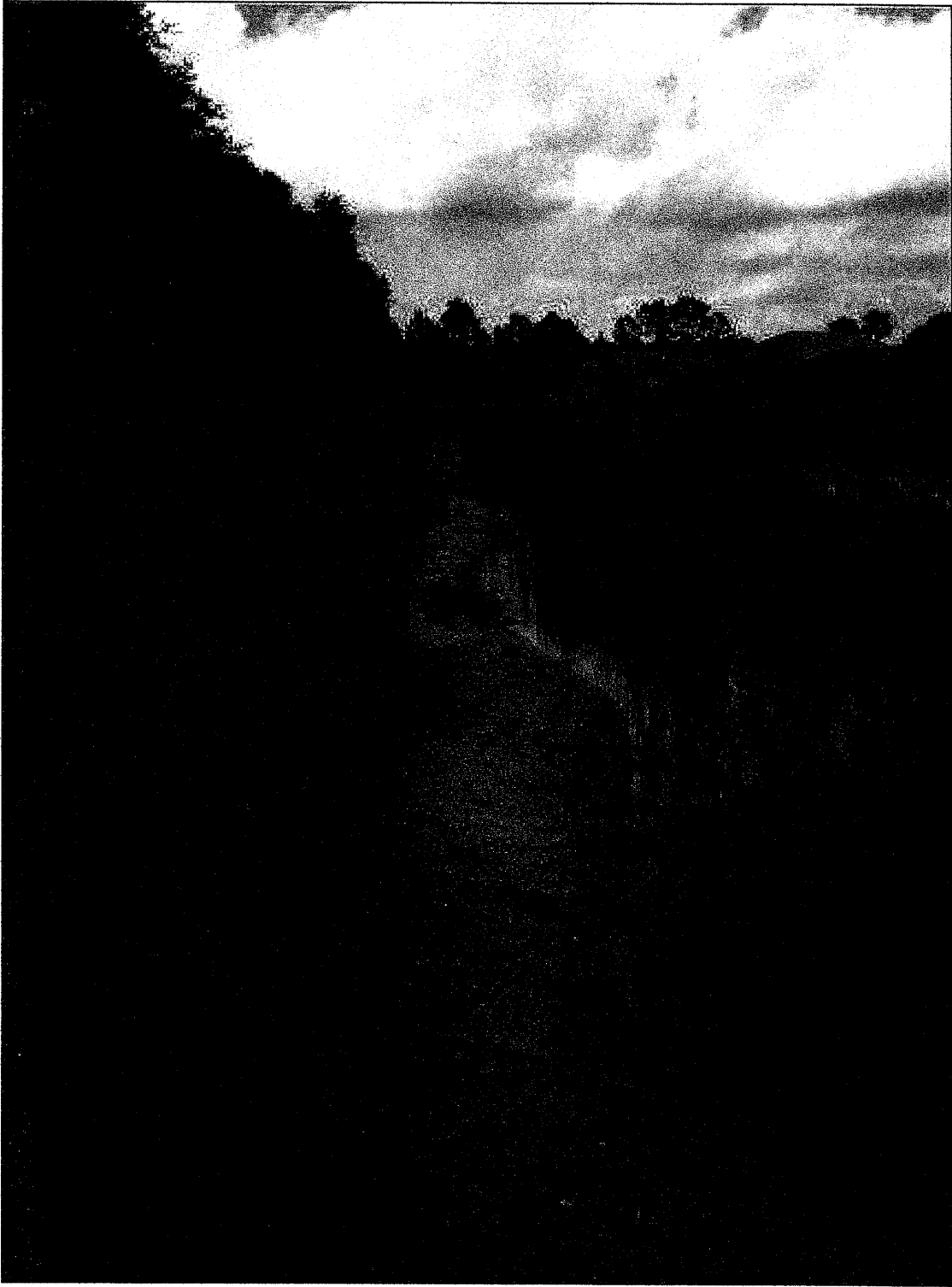


Lake 4

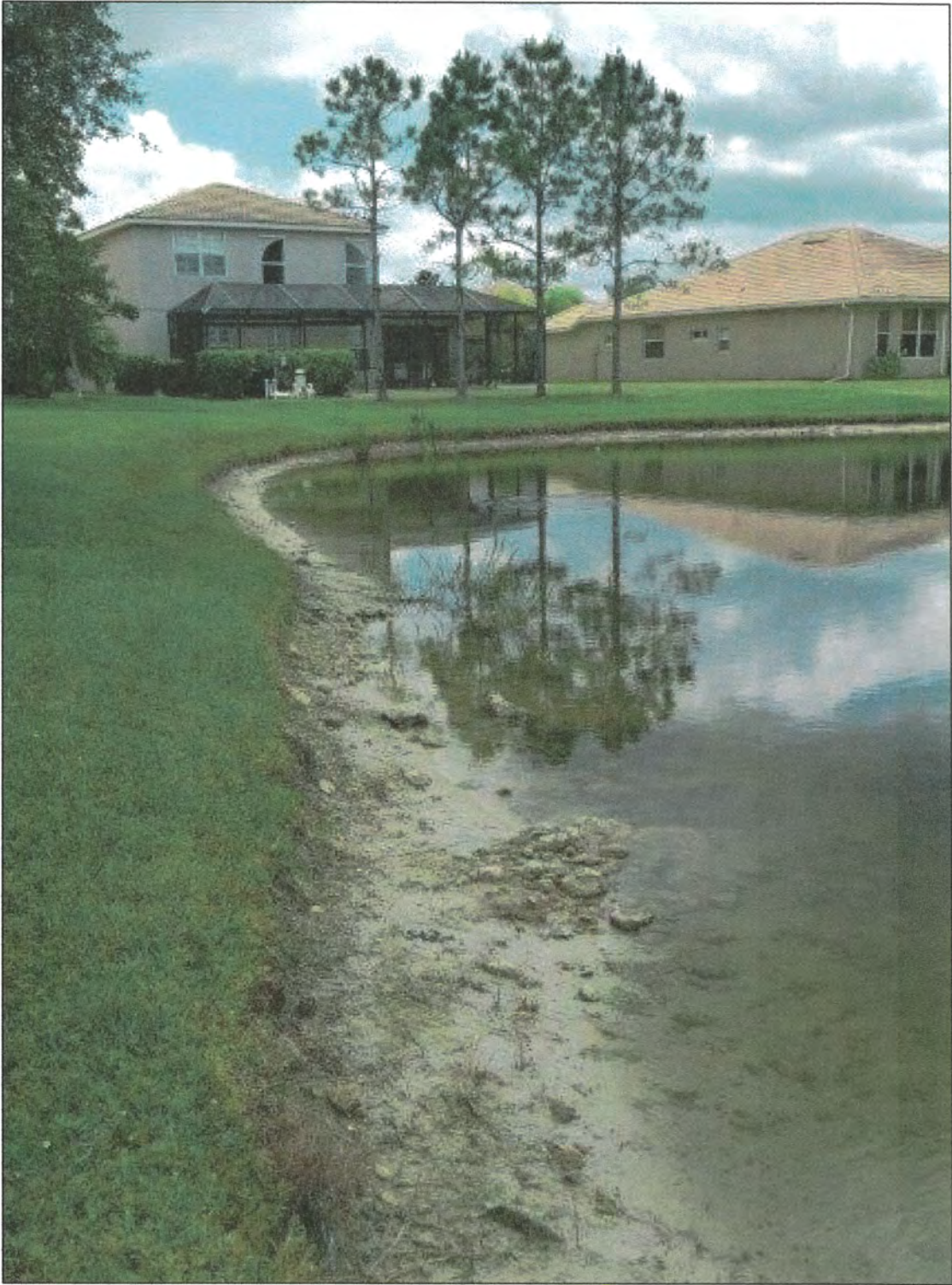


Print Date: 5/23/2019

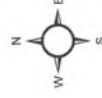








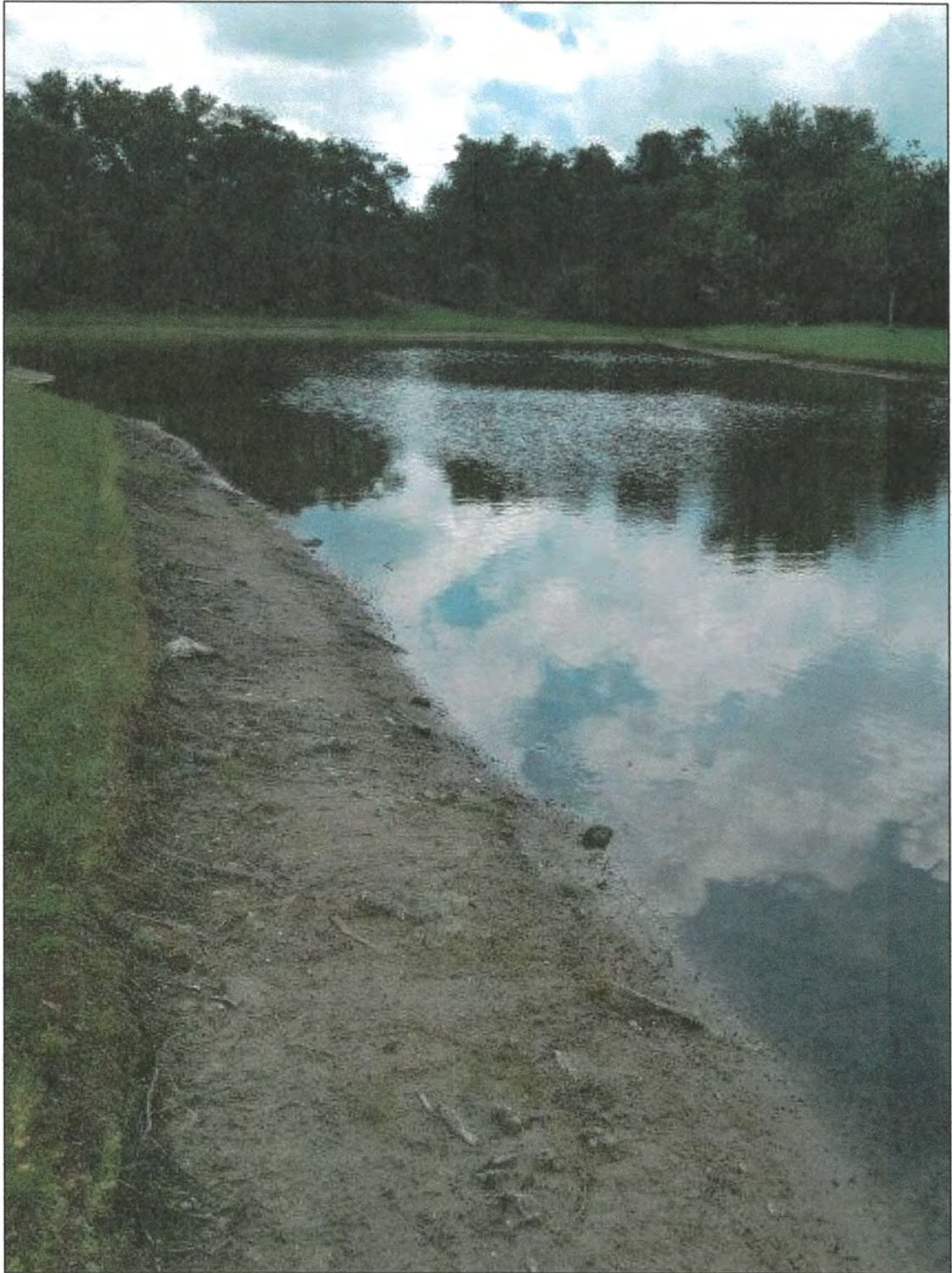
Lake 5

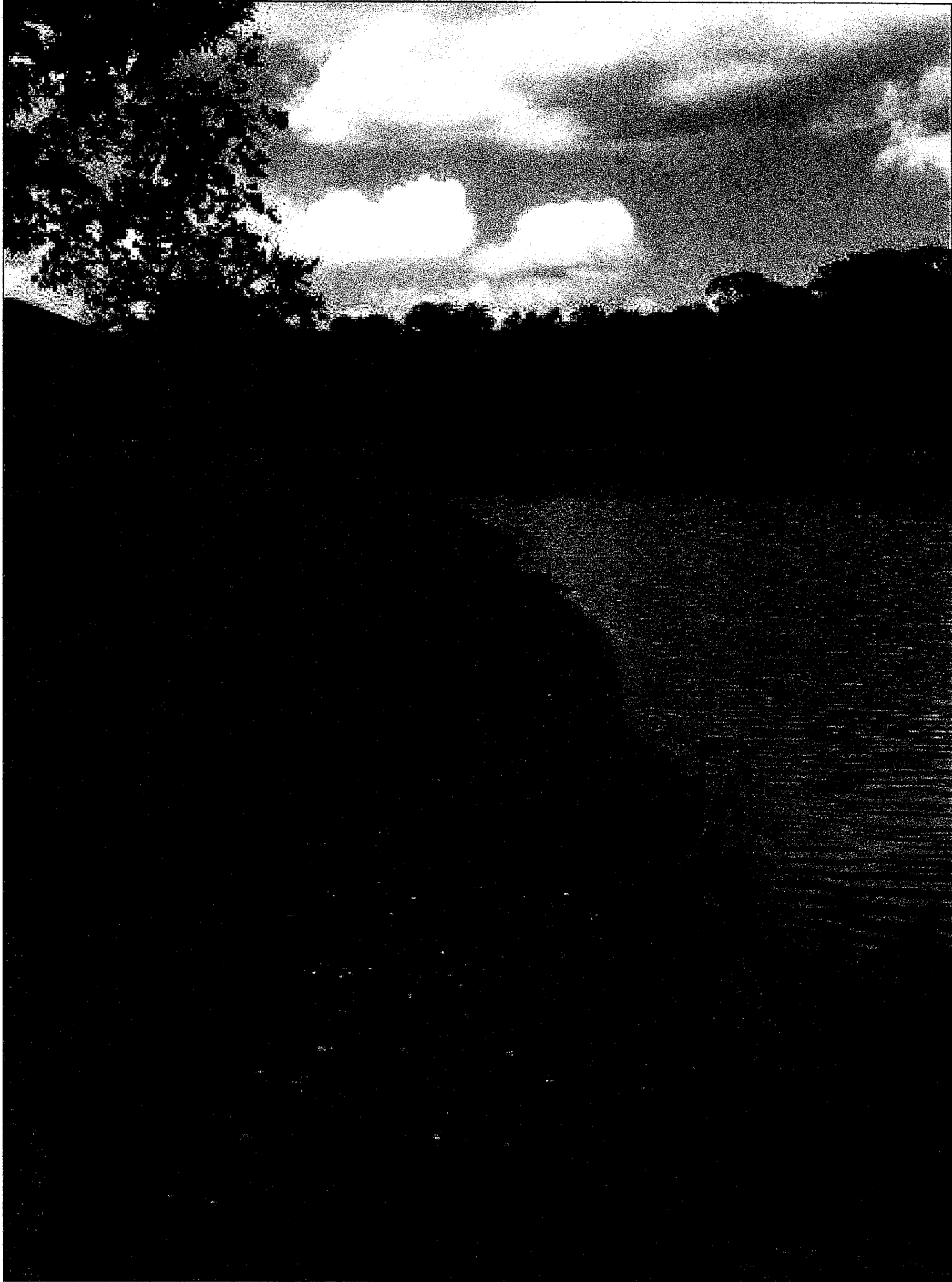


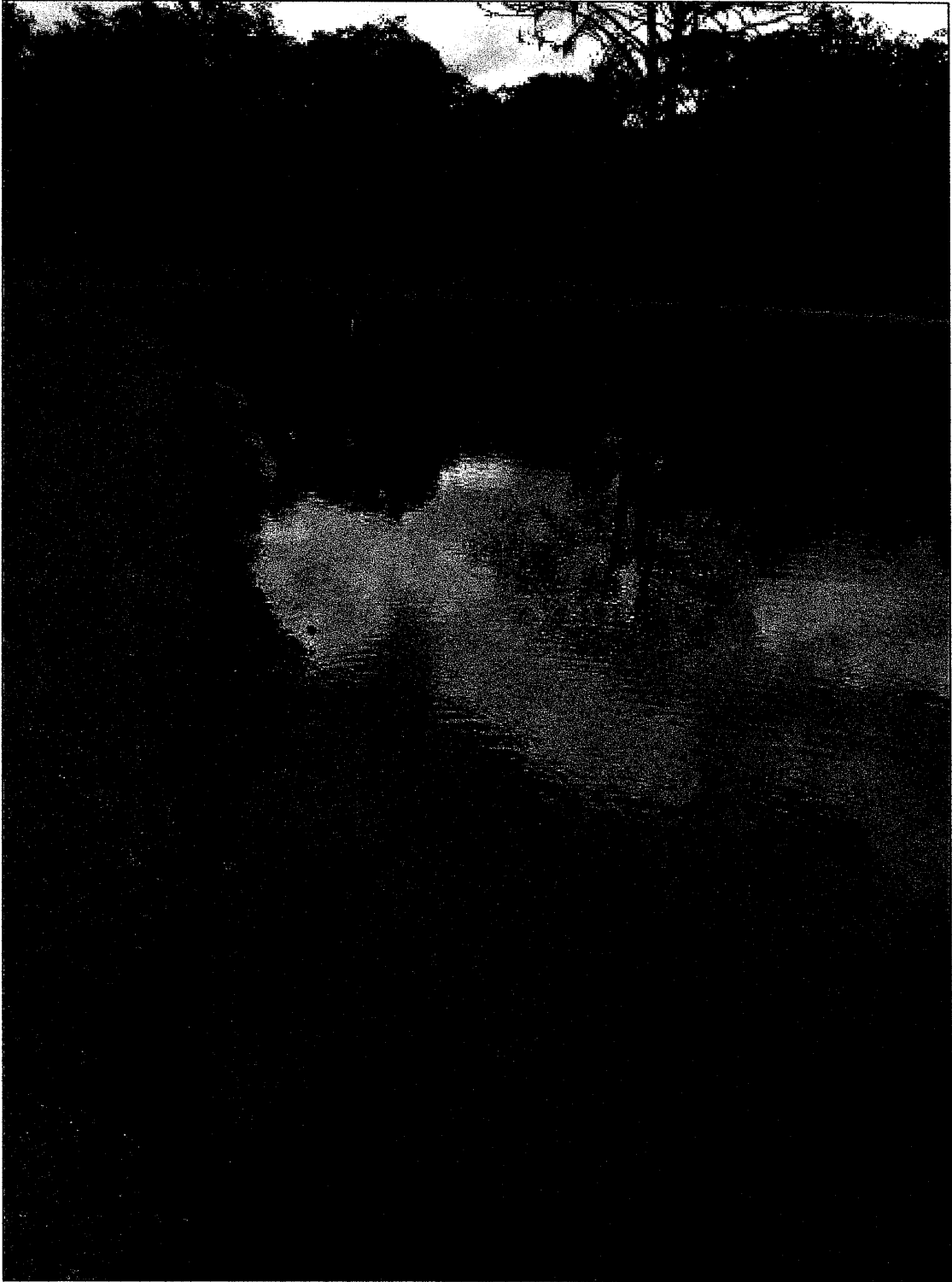
Print Date: 5/23/2019



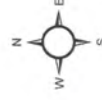




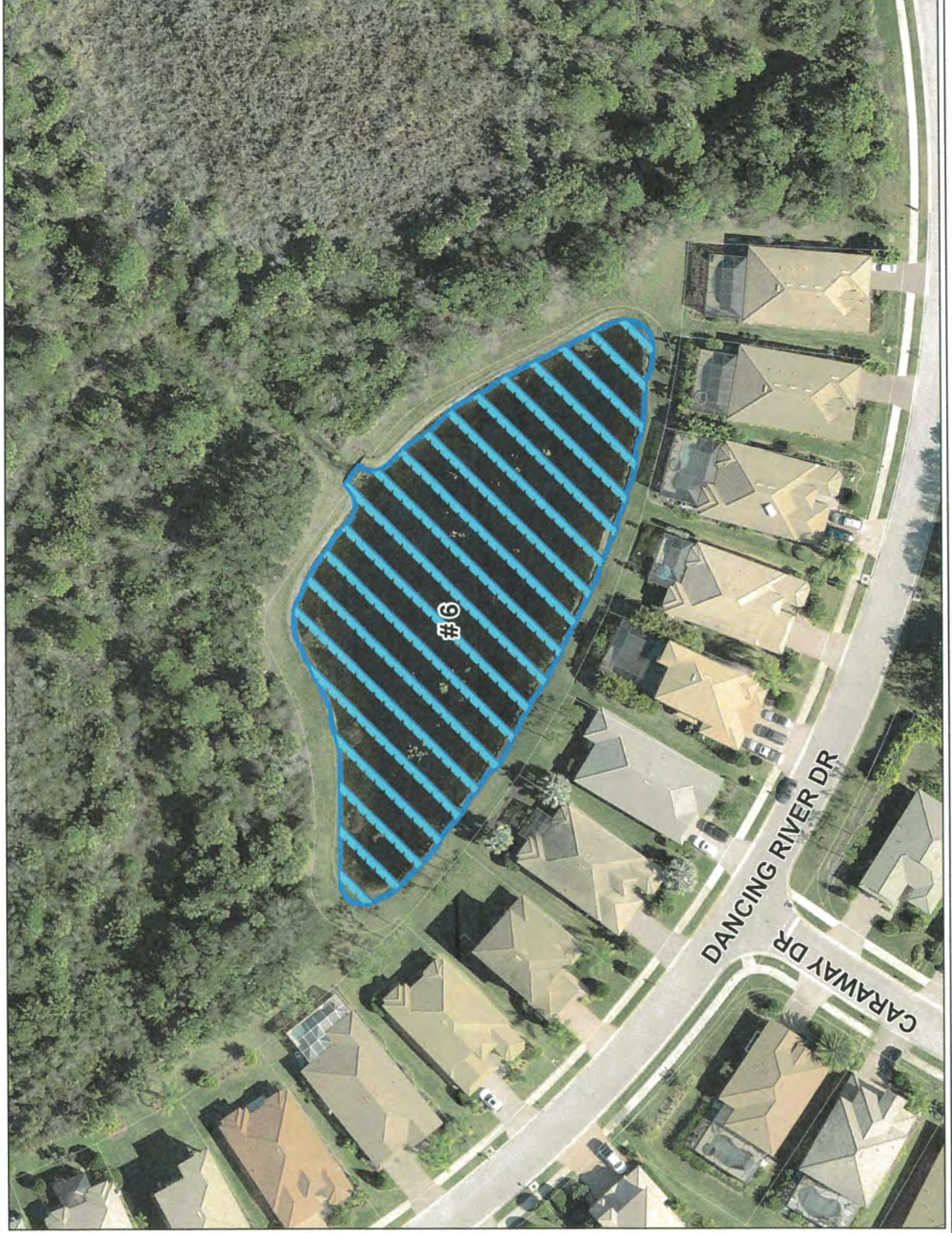


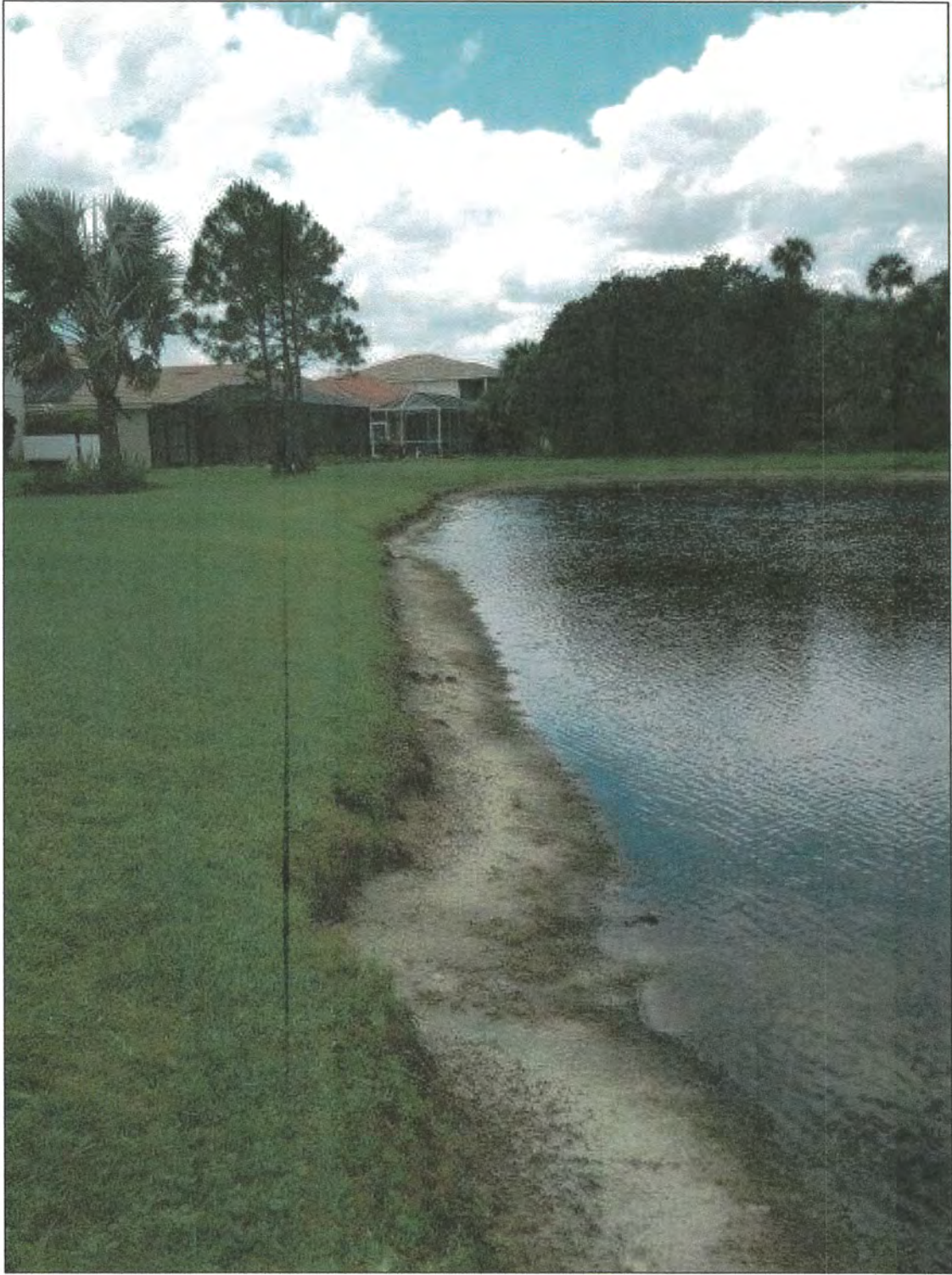


Lake 6

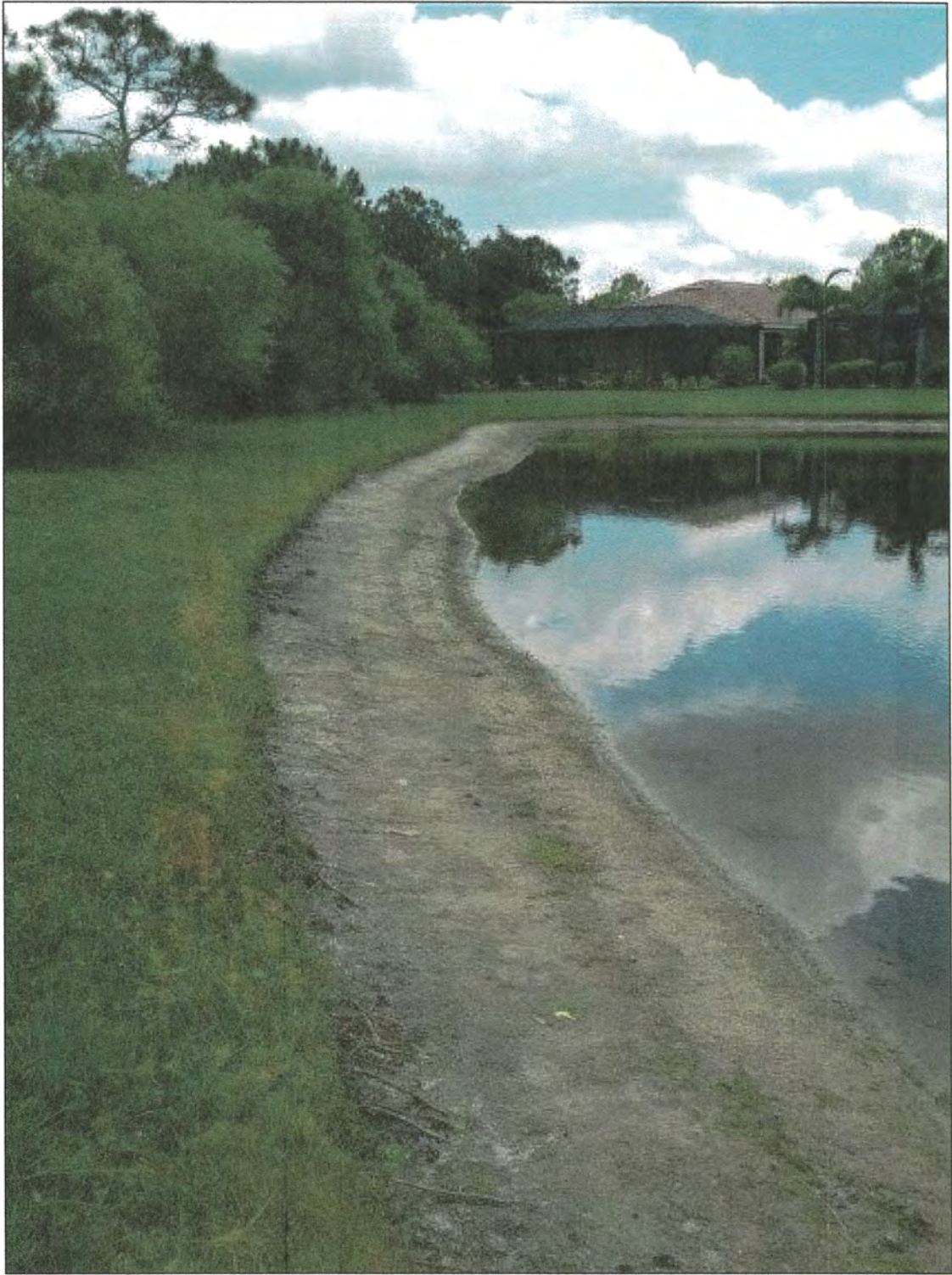


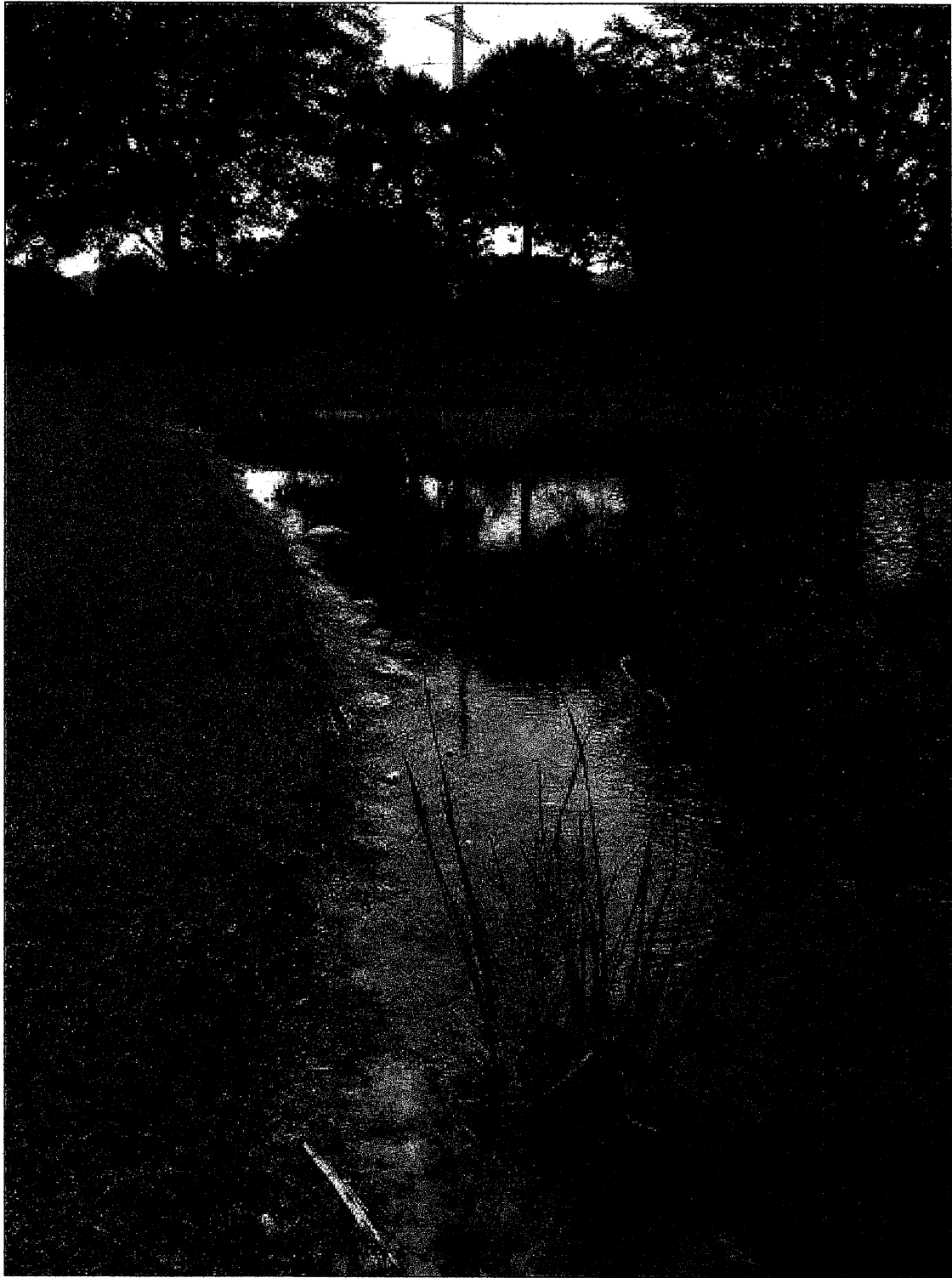
Print Date: 5/23/2019



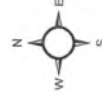








Lake 7

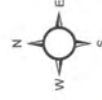


Print Date: 5/23/2019

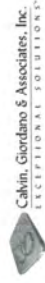


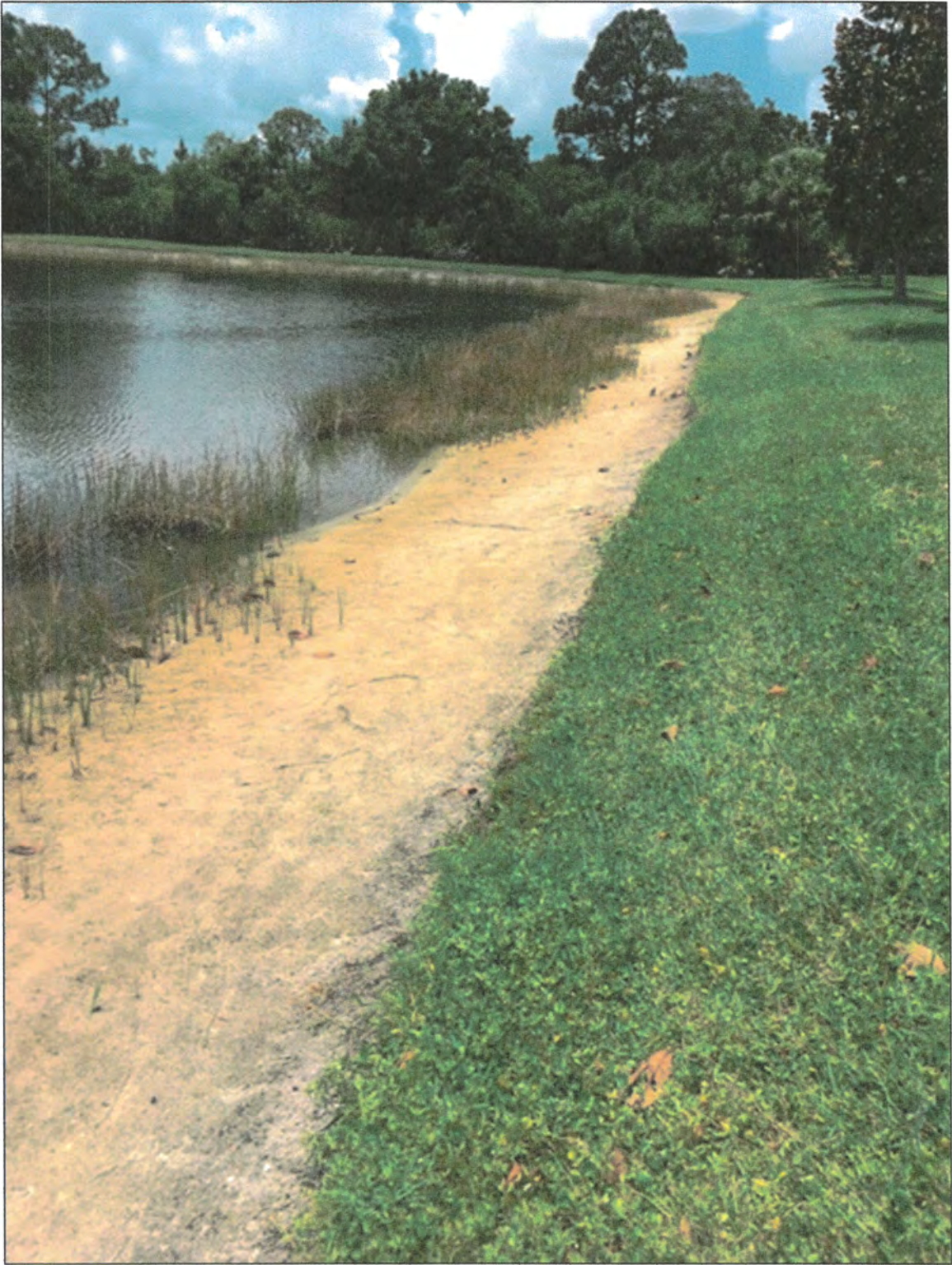


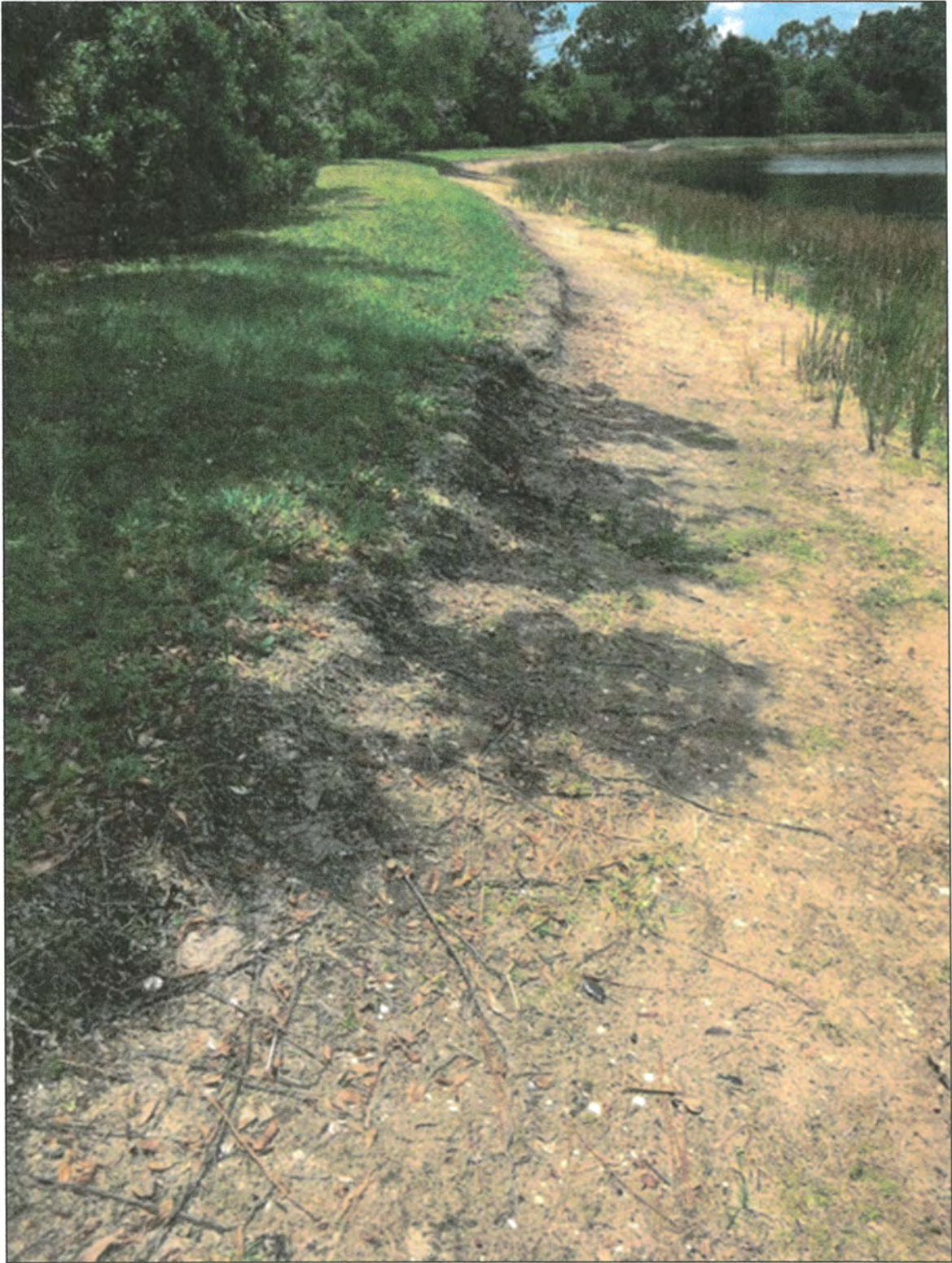
Lake 8



Print Date: 5/23/2019







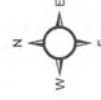


Lake 9

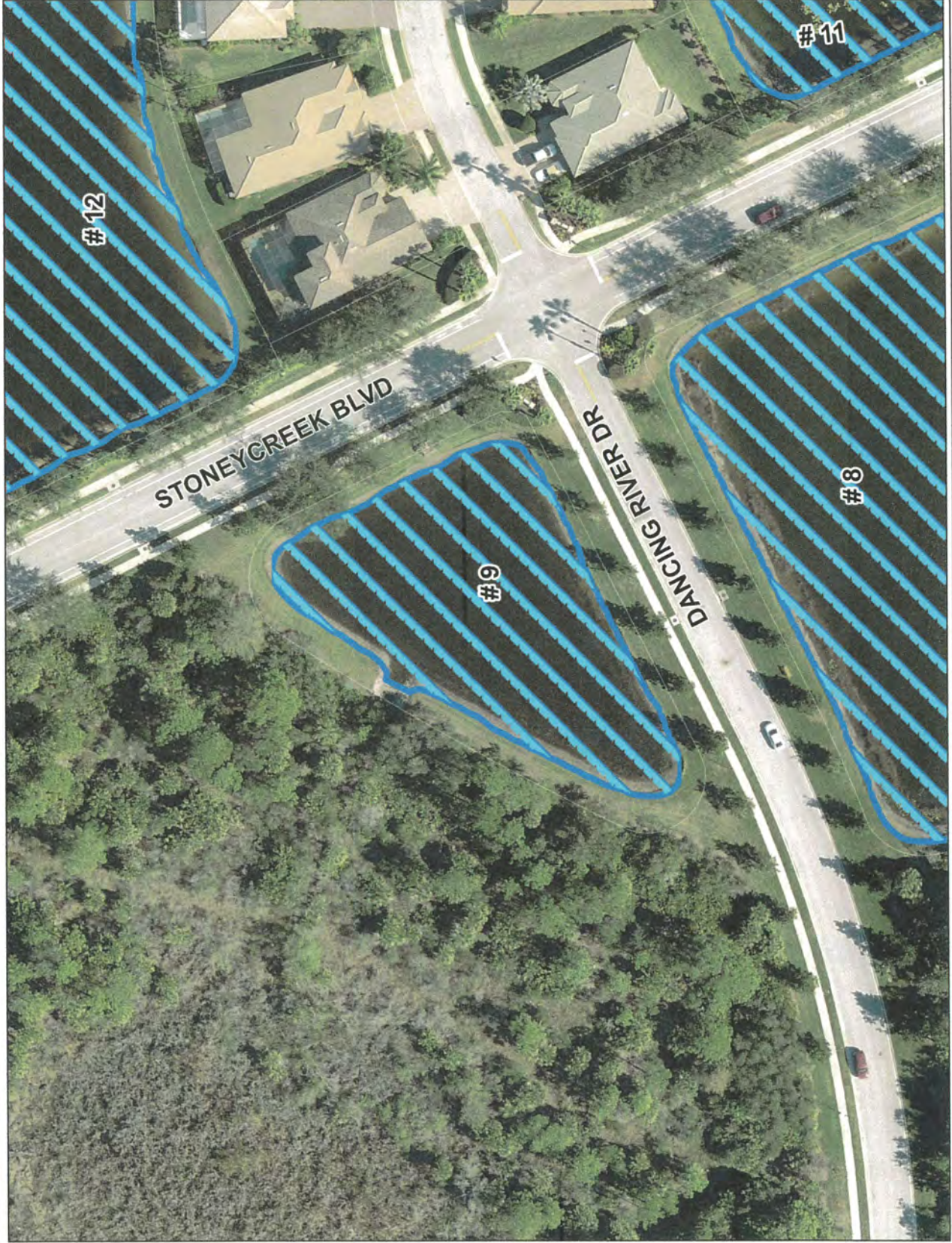
Legend



Water



Print Date: 5/23/2019





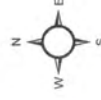


Lake 10

Legend



Water



Print Date: 5/23/2019









Lake 11

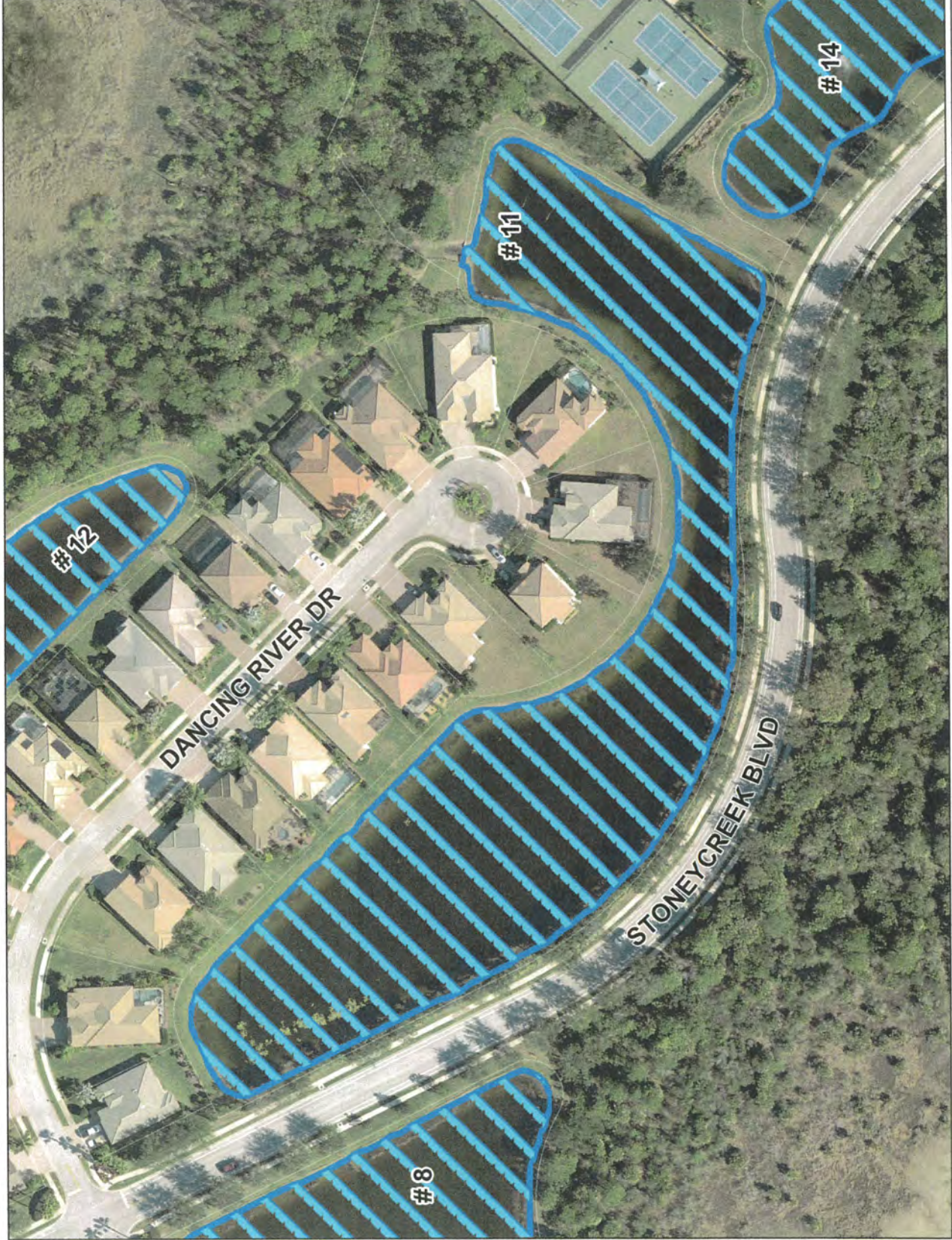
Legend

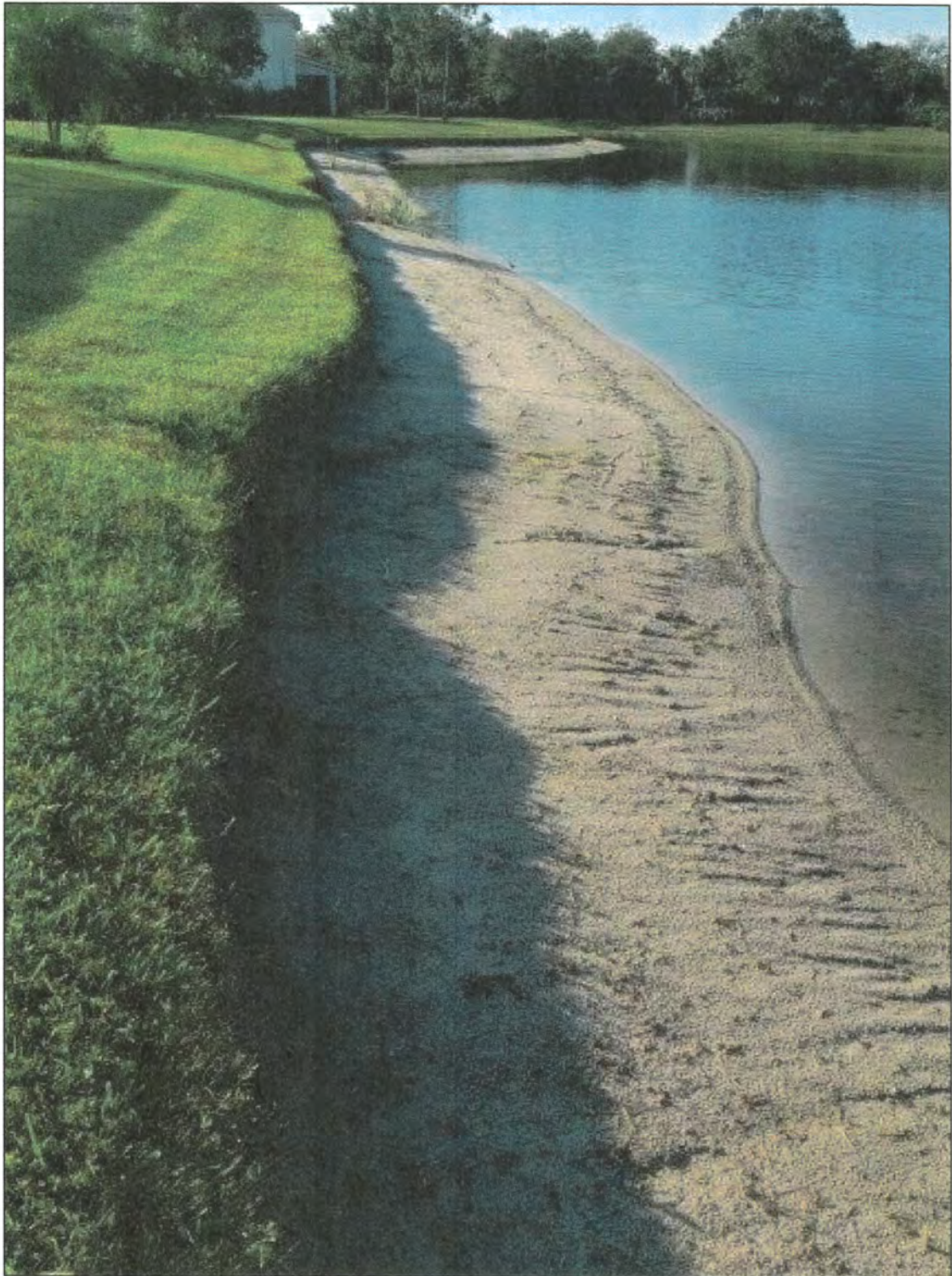


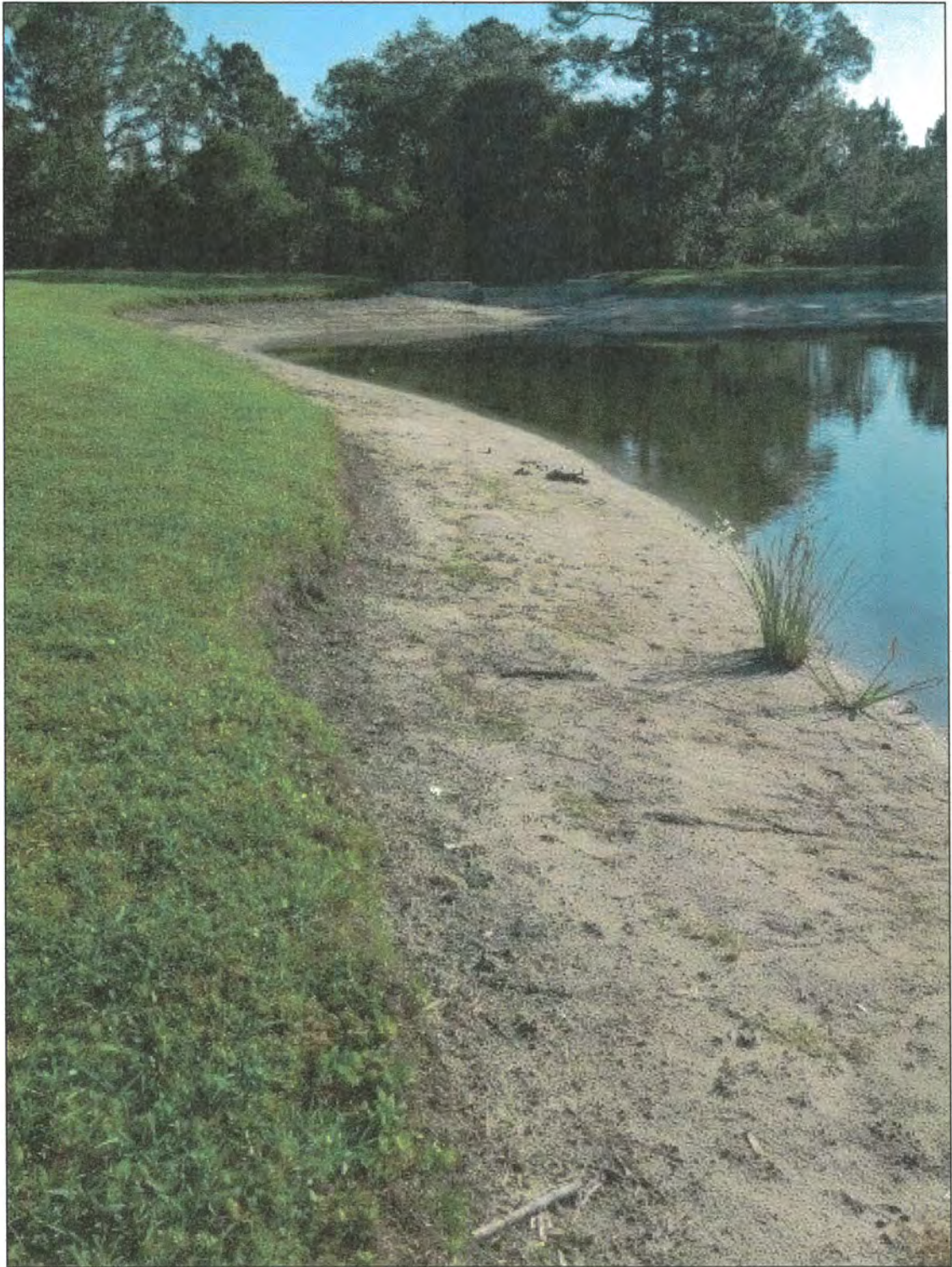
Water

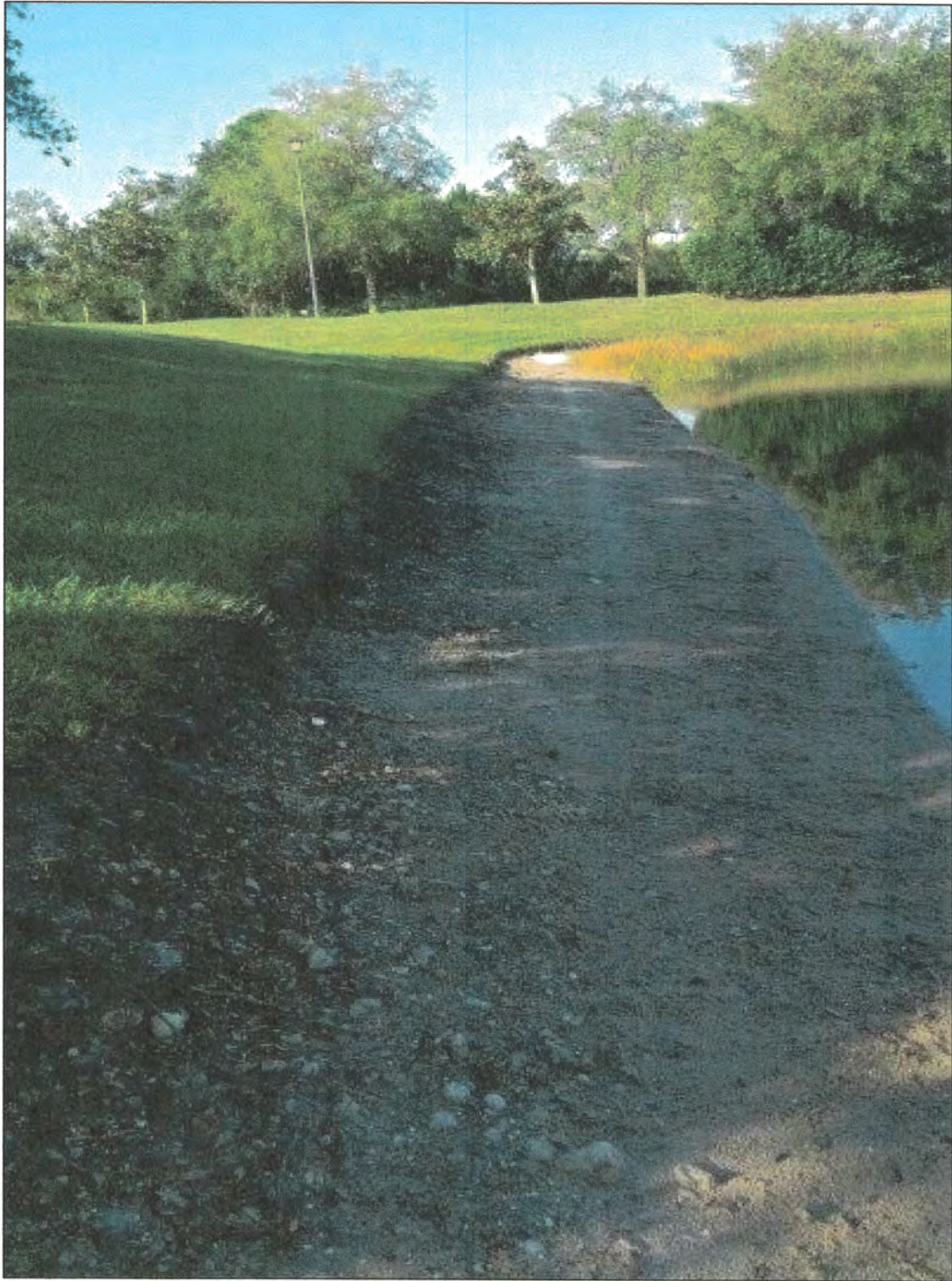


Print Date: 5/23/2019

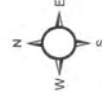




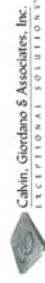


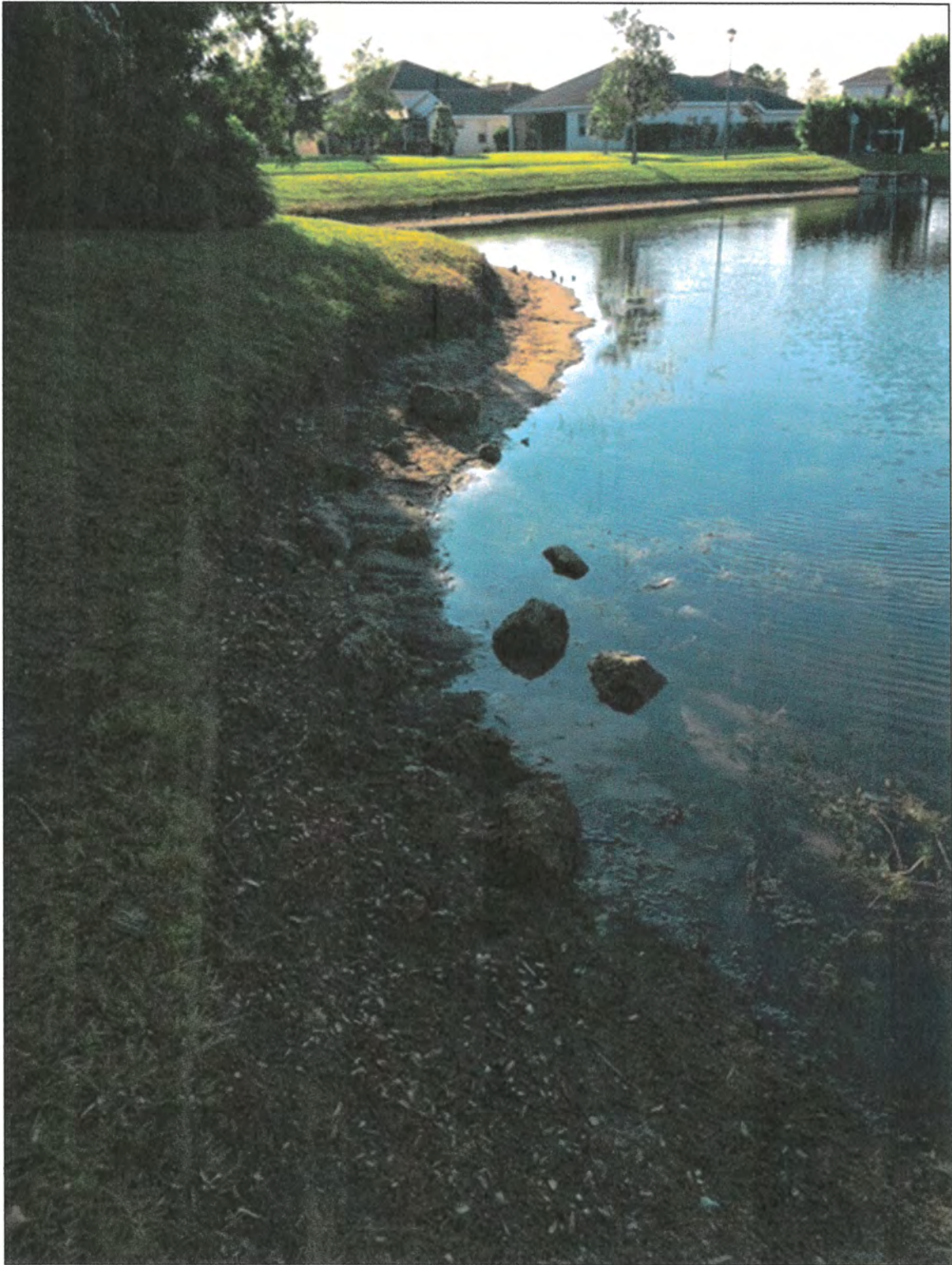


Lake 12



Print Date: 5/23/2019









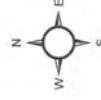


Lake 13

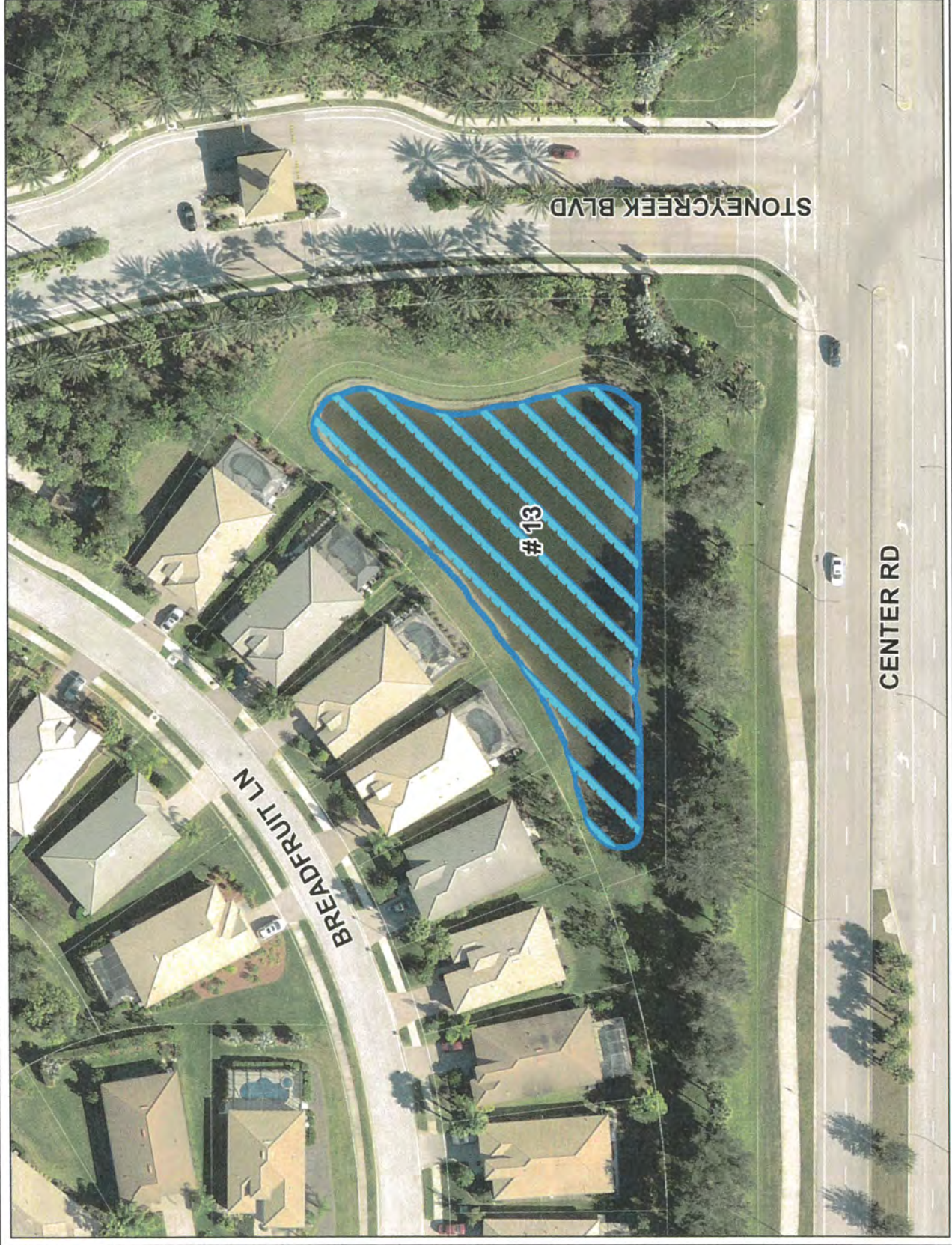
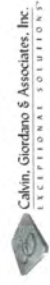
Legend



Water



Print Date: 5/23/2019







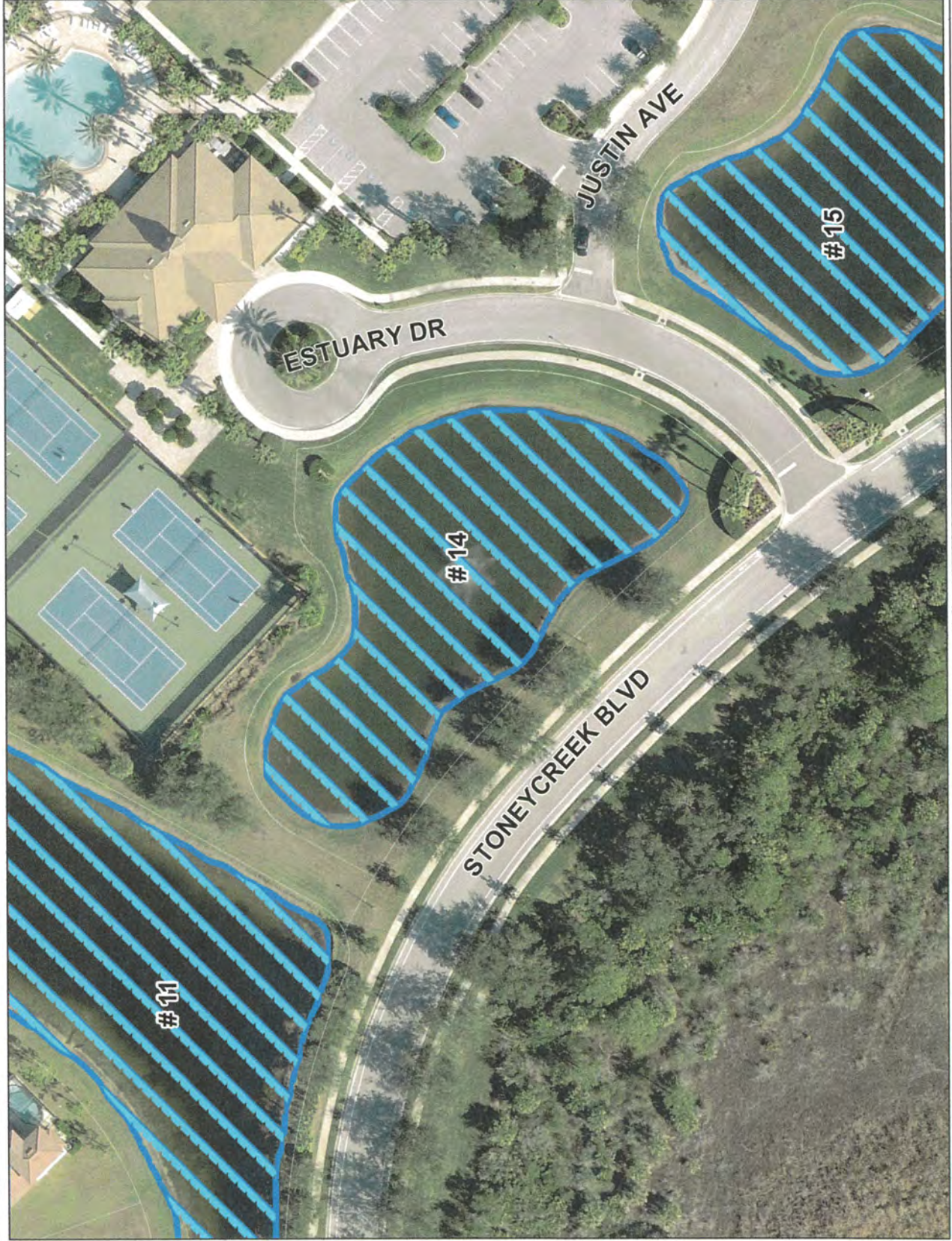


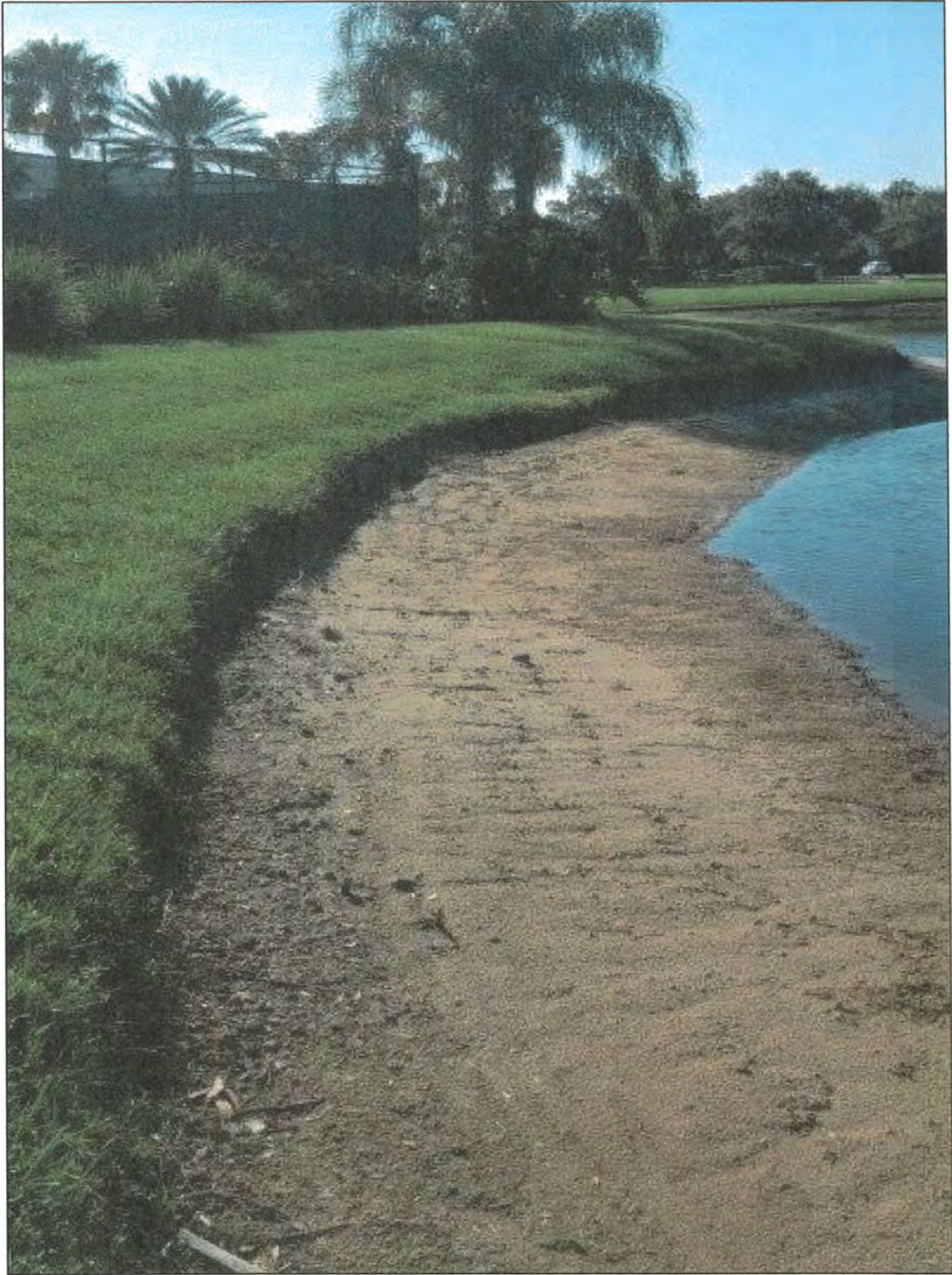
Lake 14

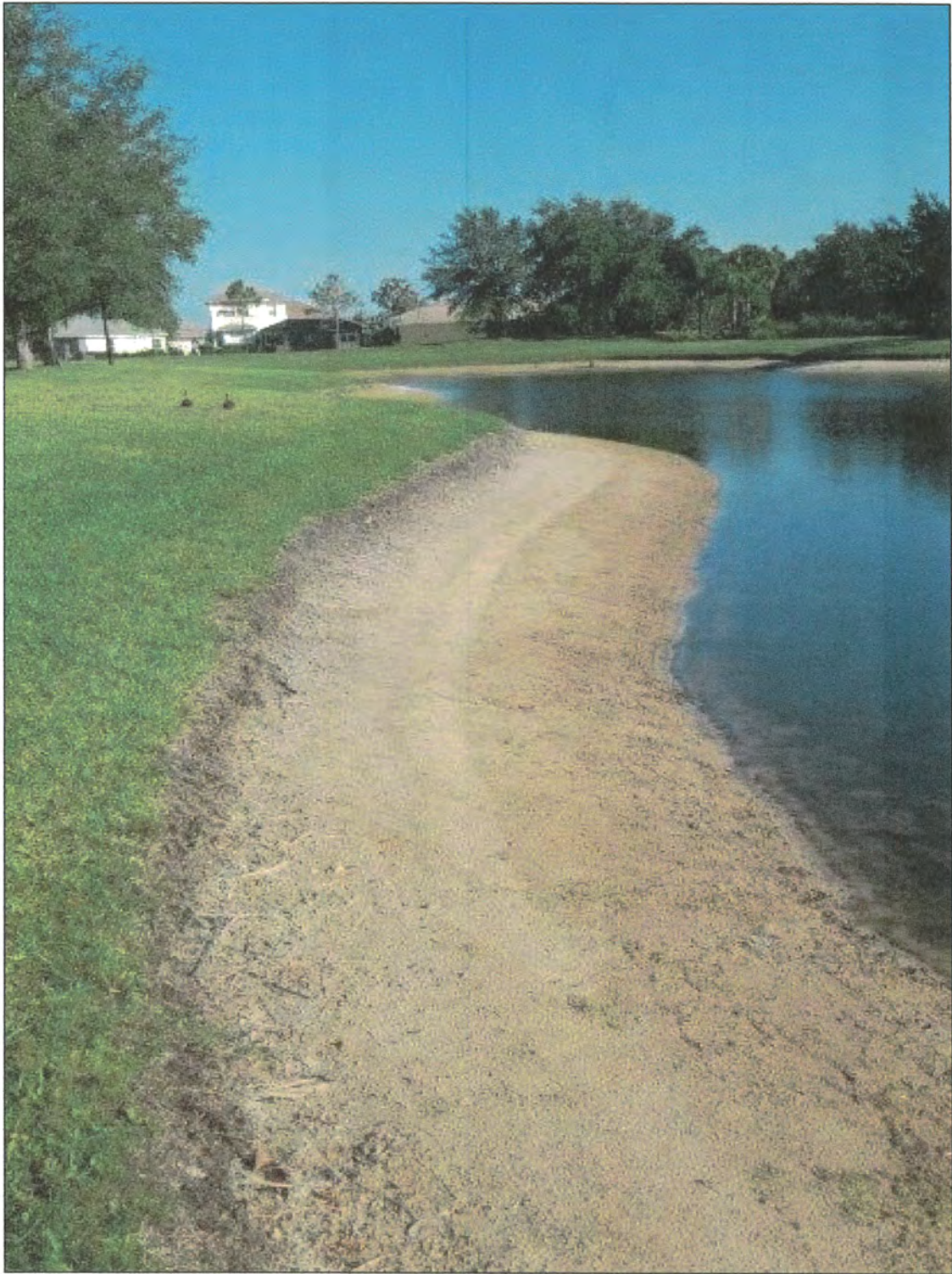
Legend

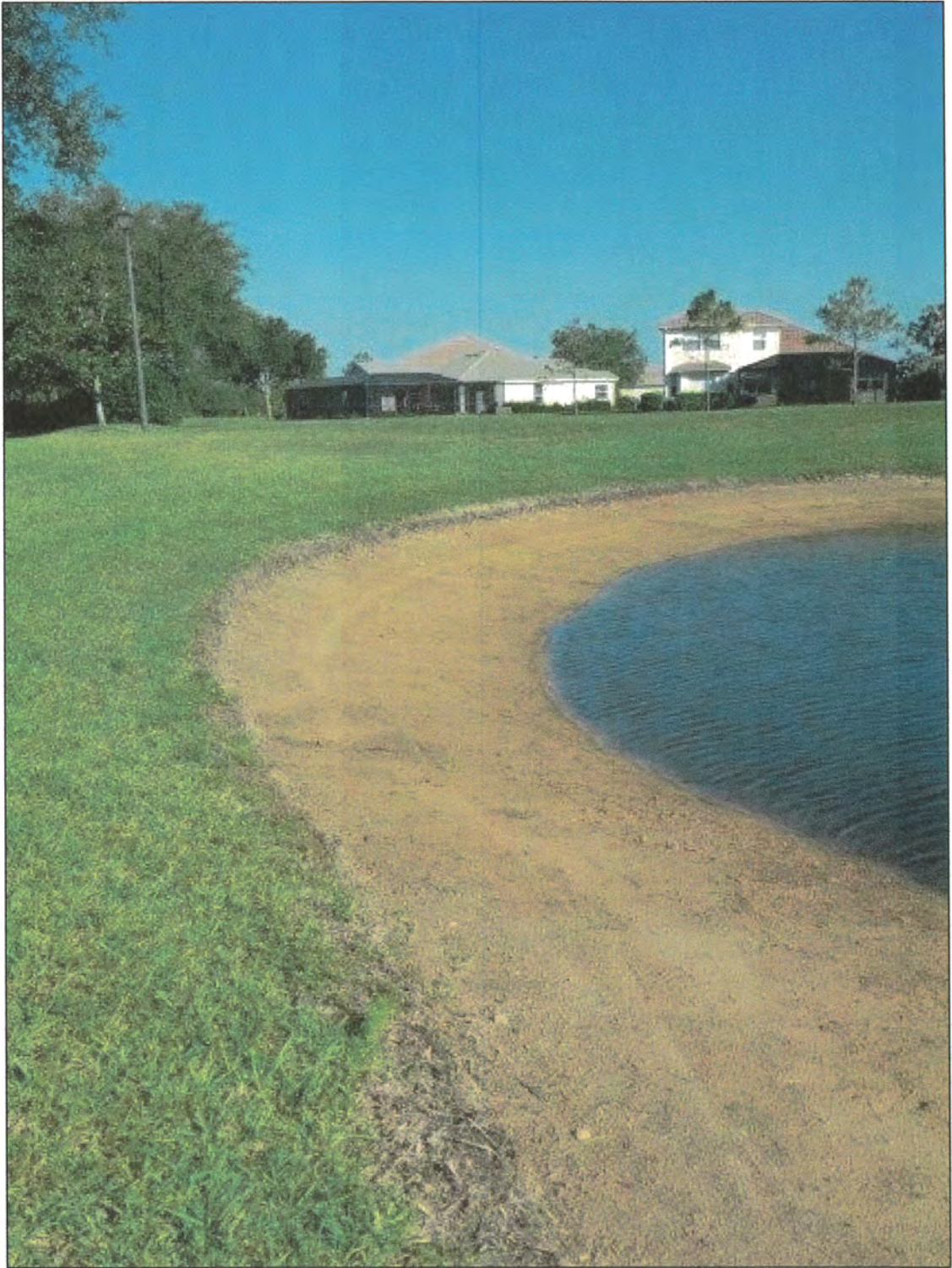


Print Date: 5/23/2019







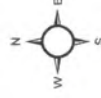


Lake 15

Legend



Water

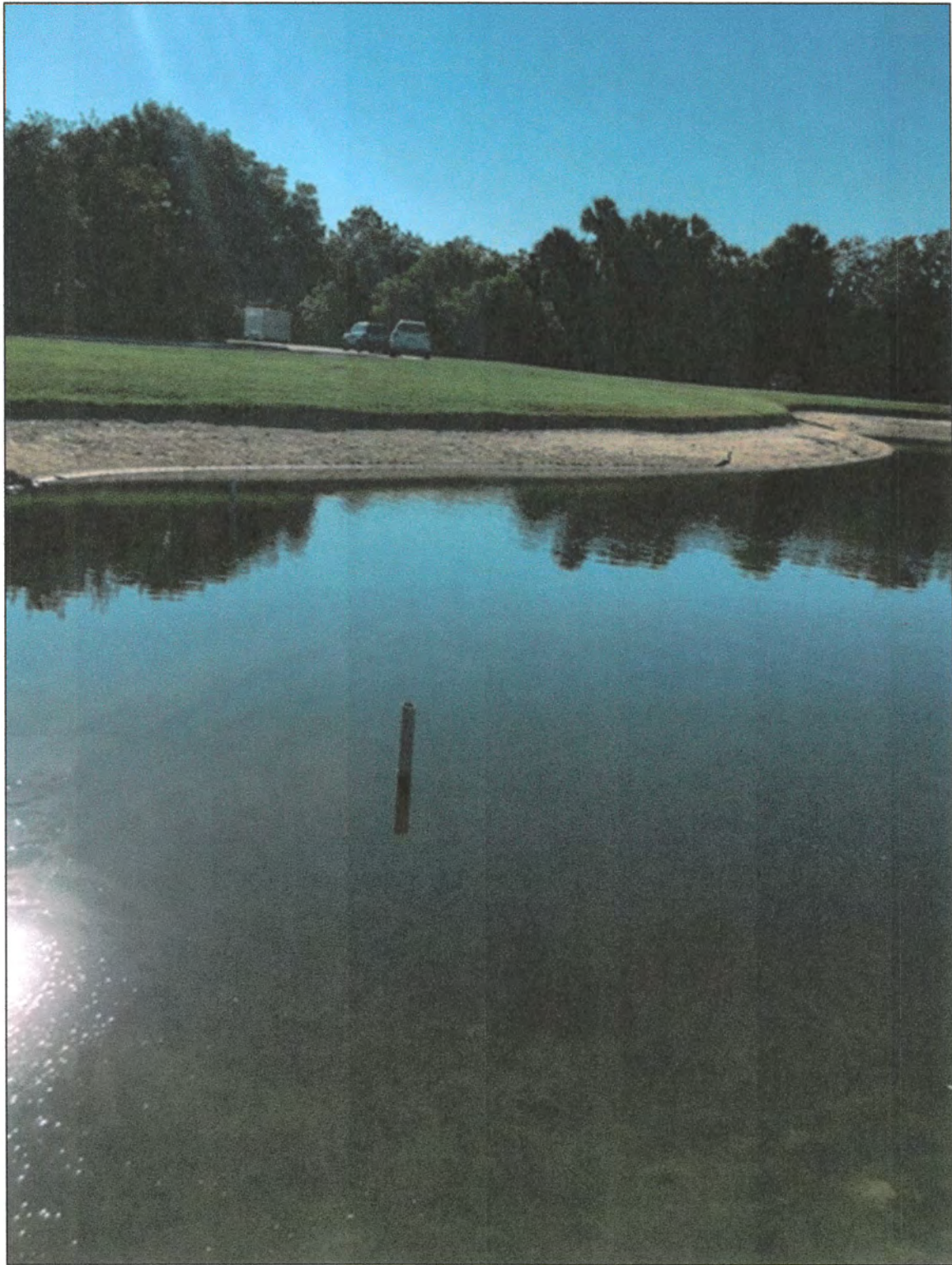


Print Date: 5/23/2019



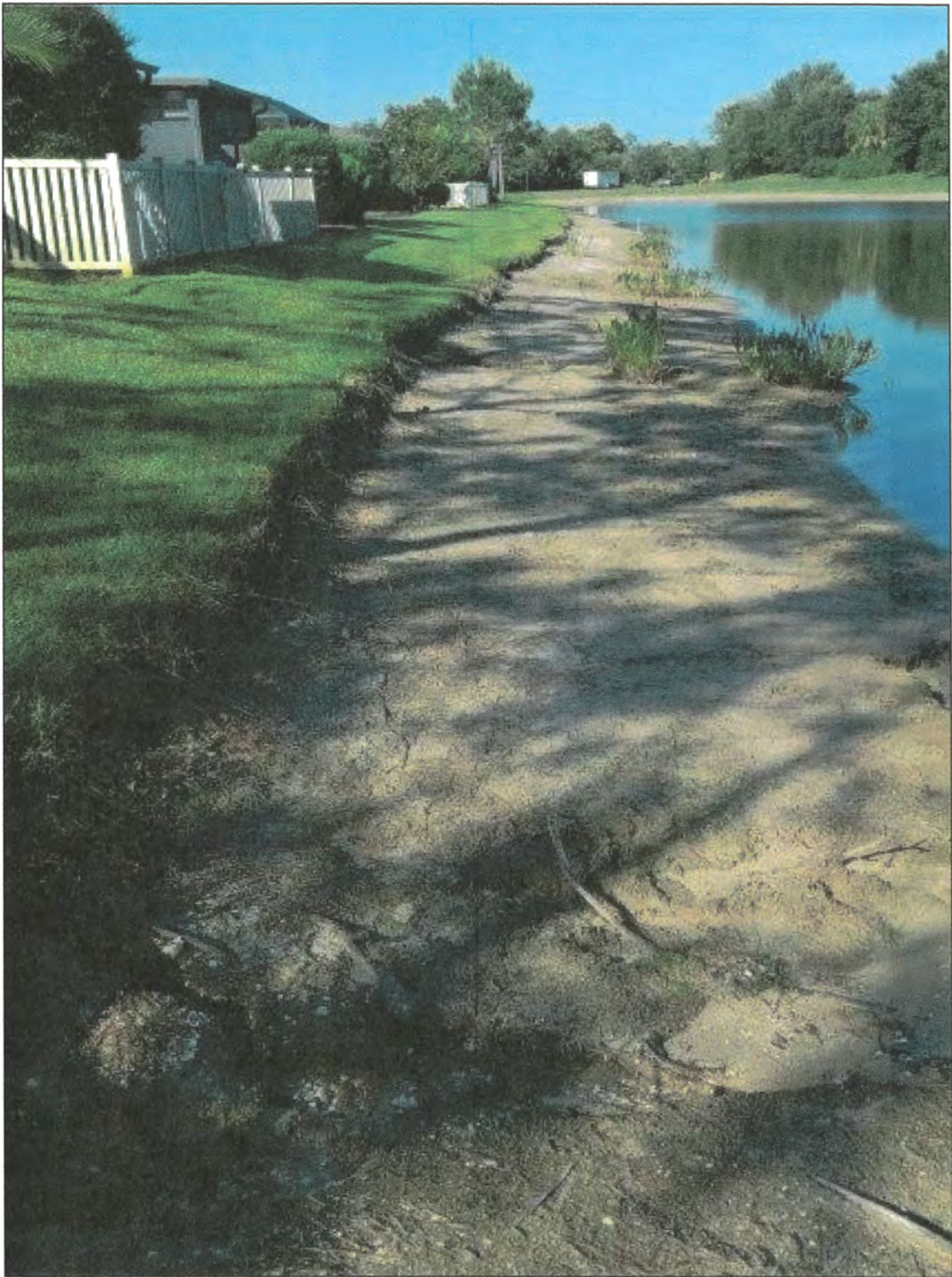


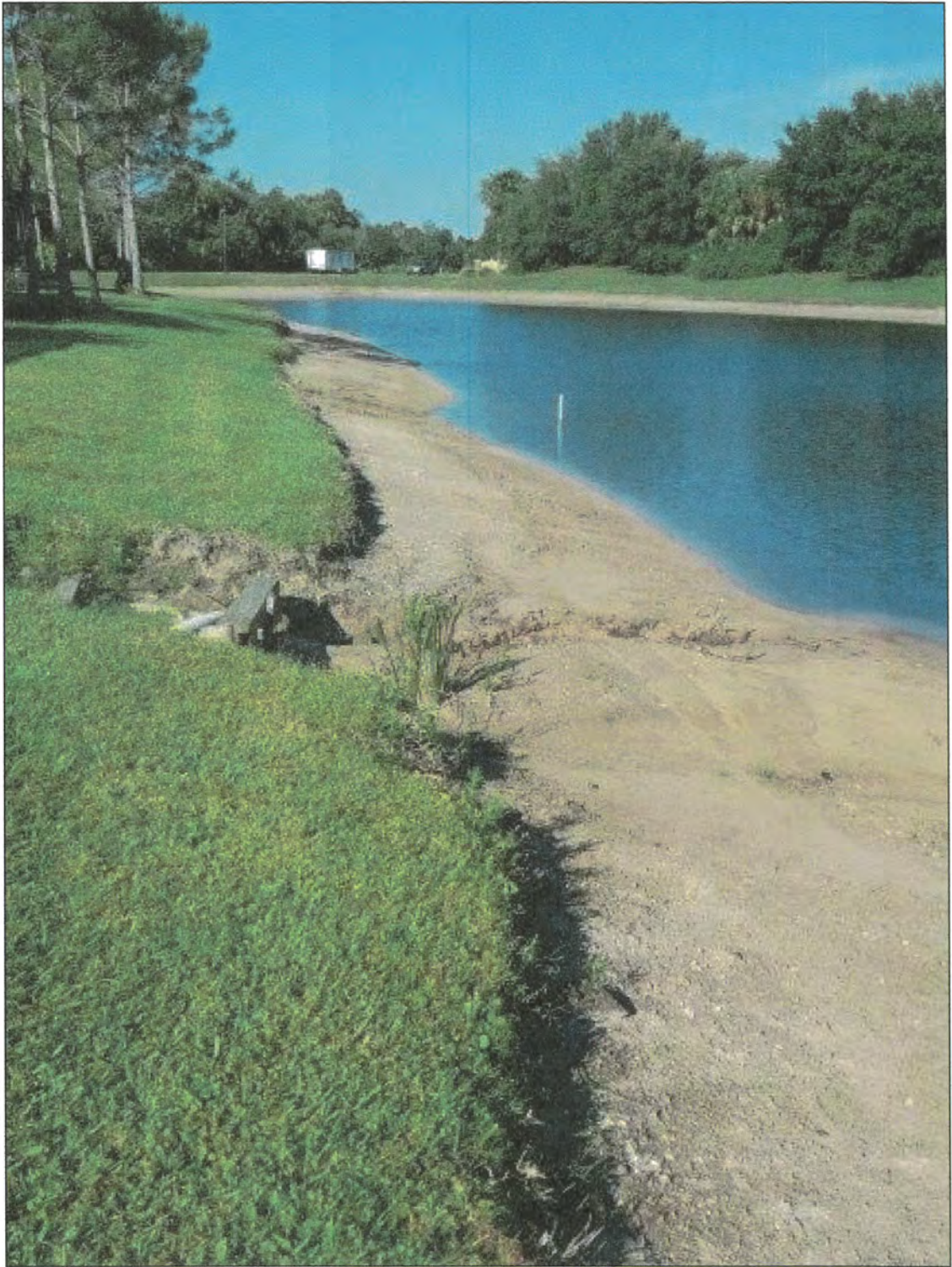


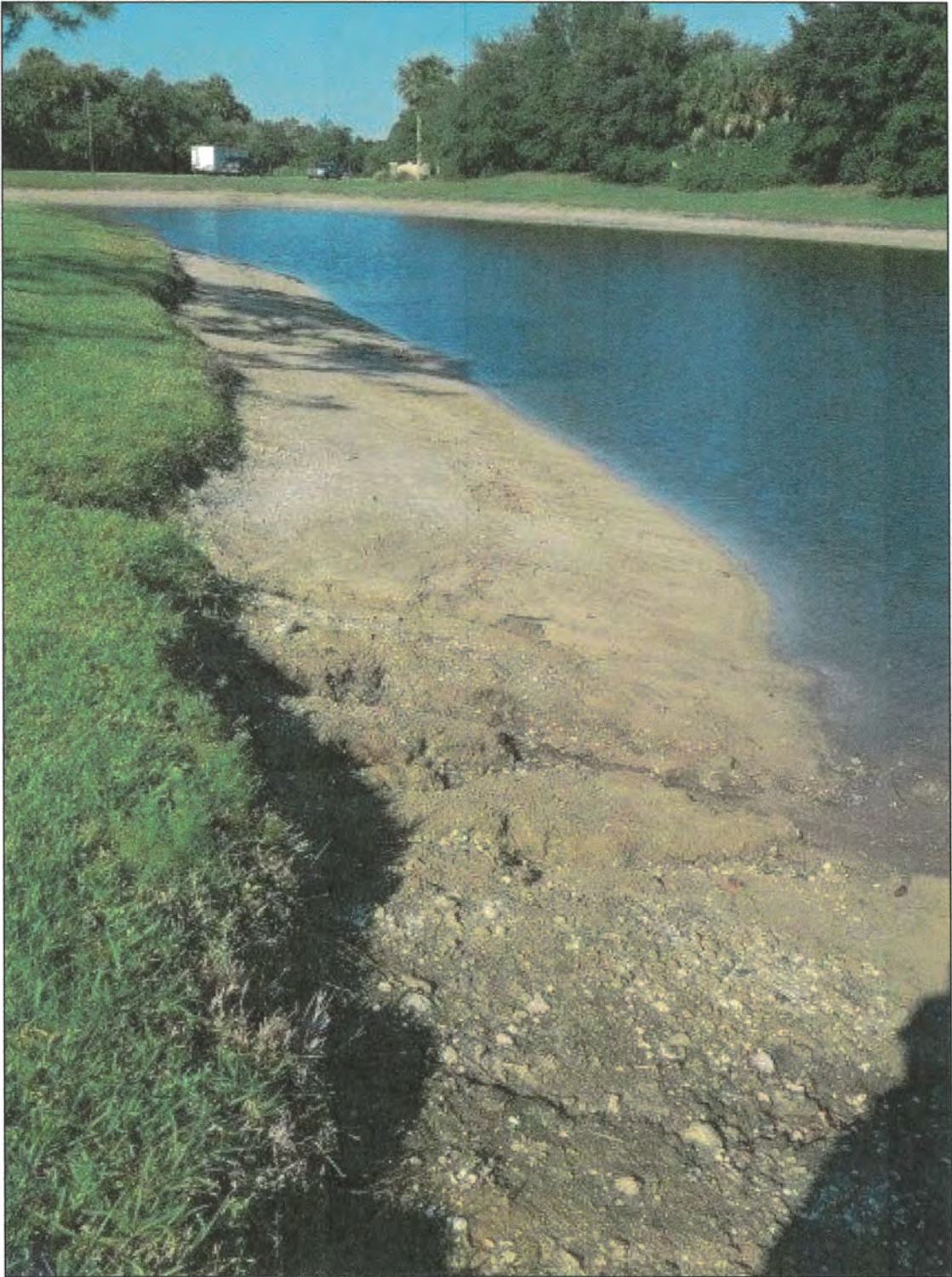


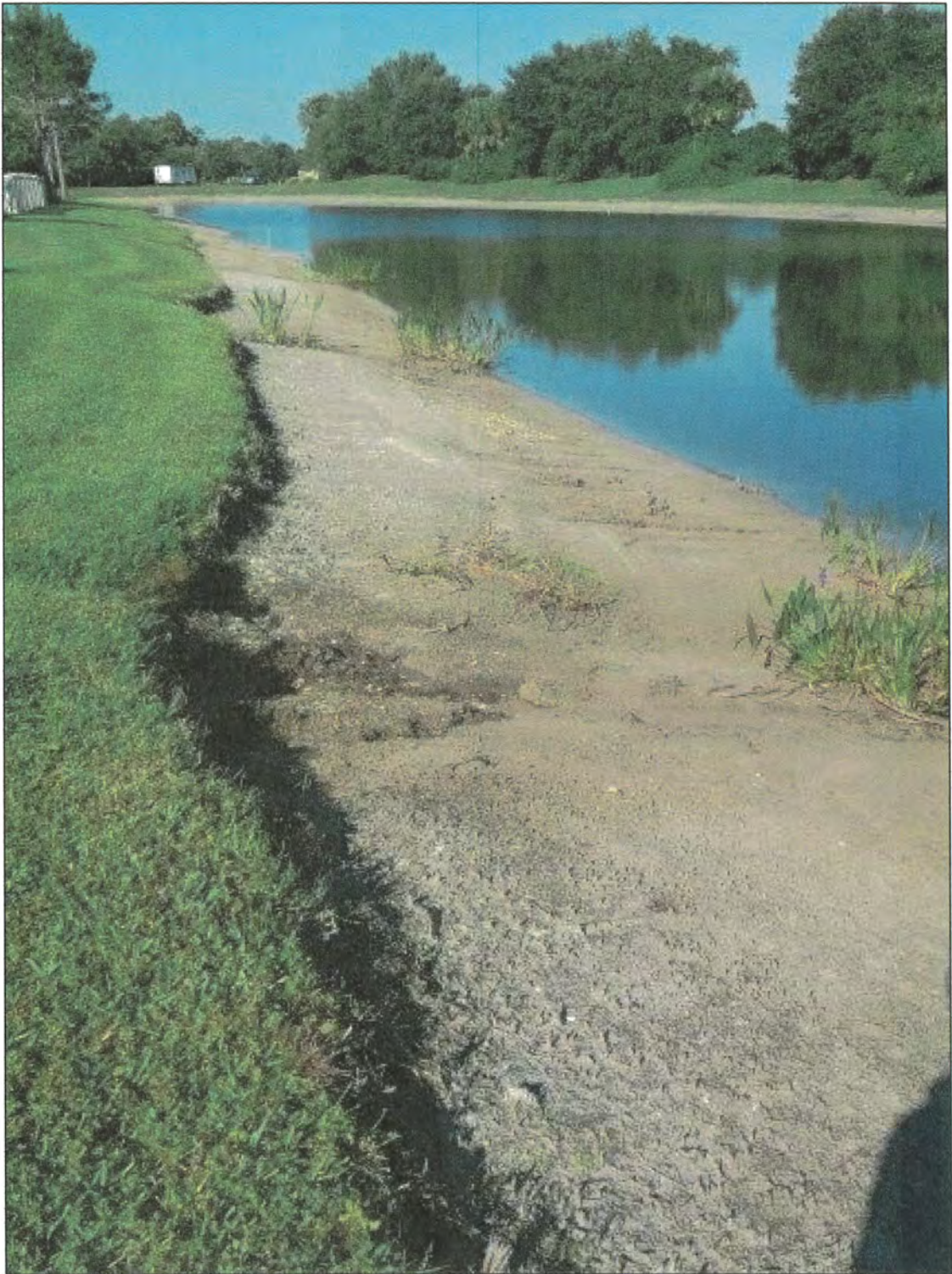
Lake 16



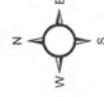








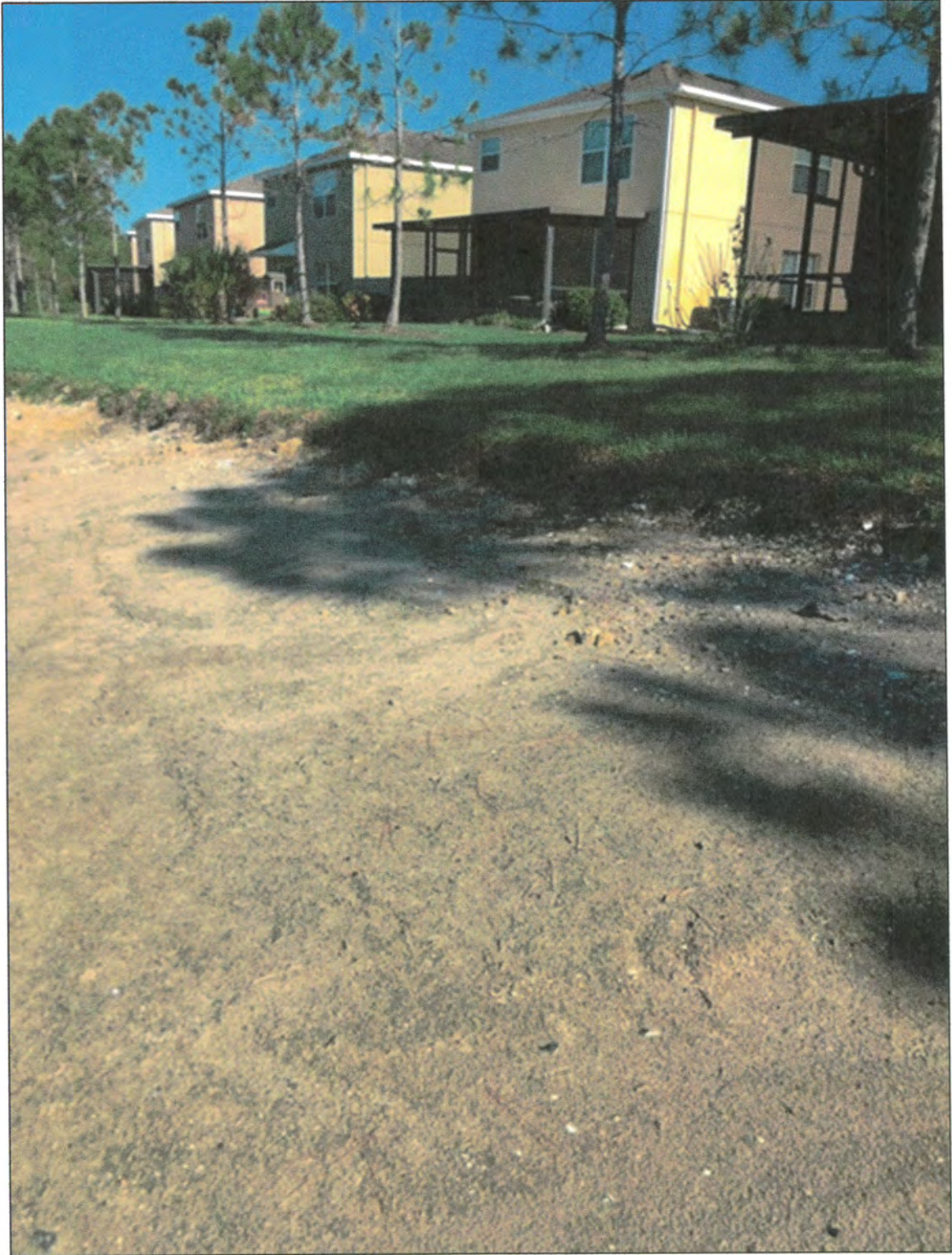
Lake 17



Print Date: 5/23/2019

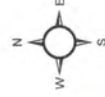




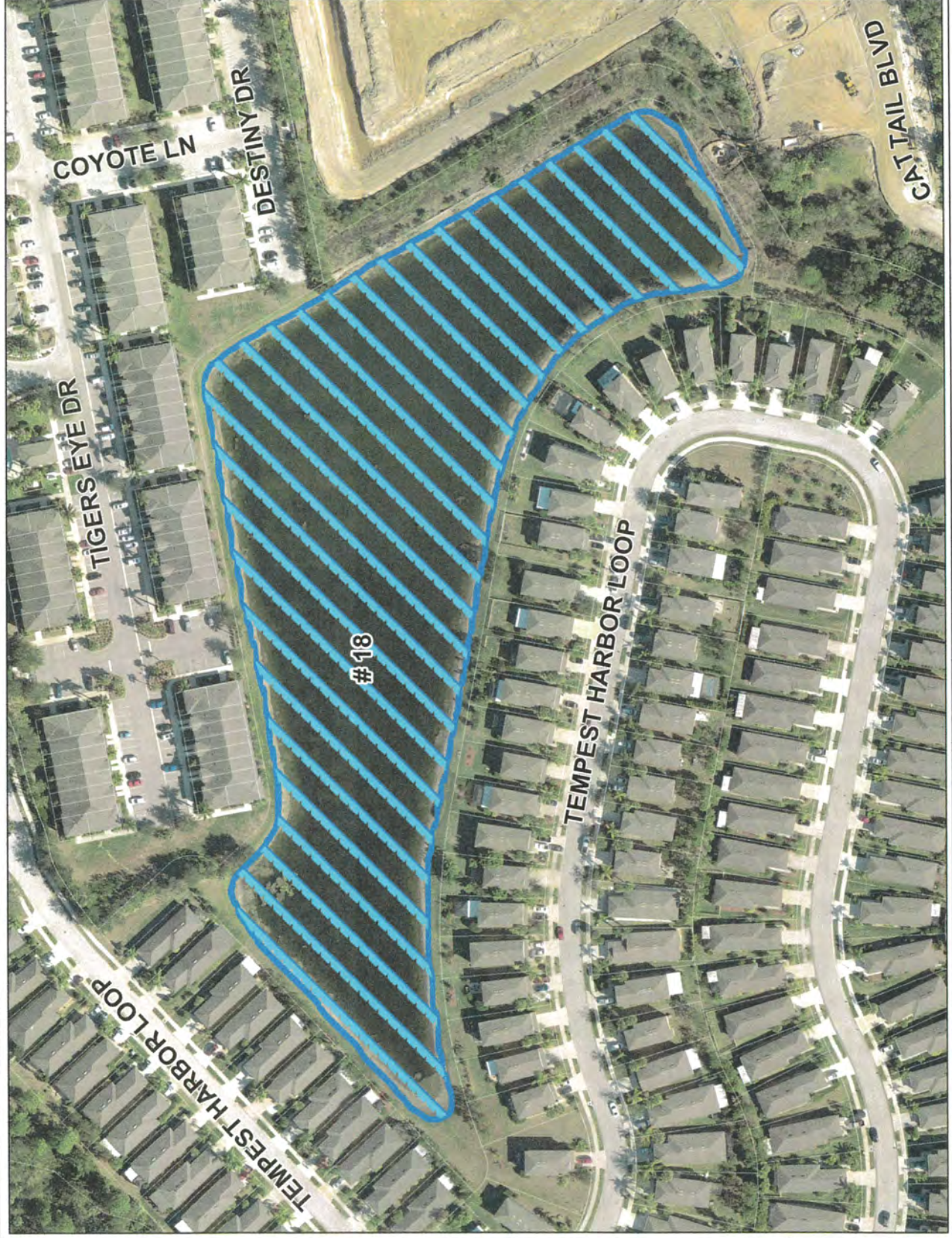


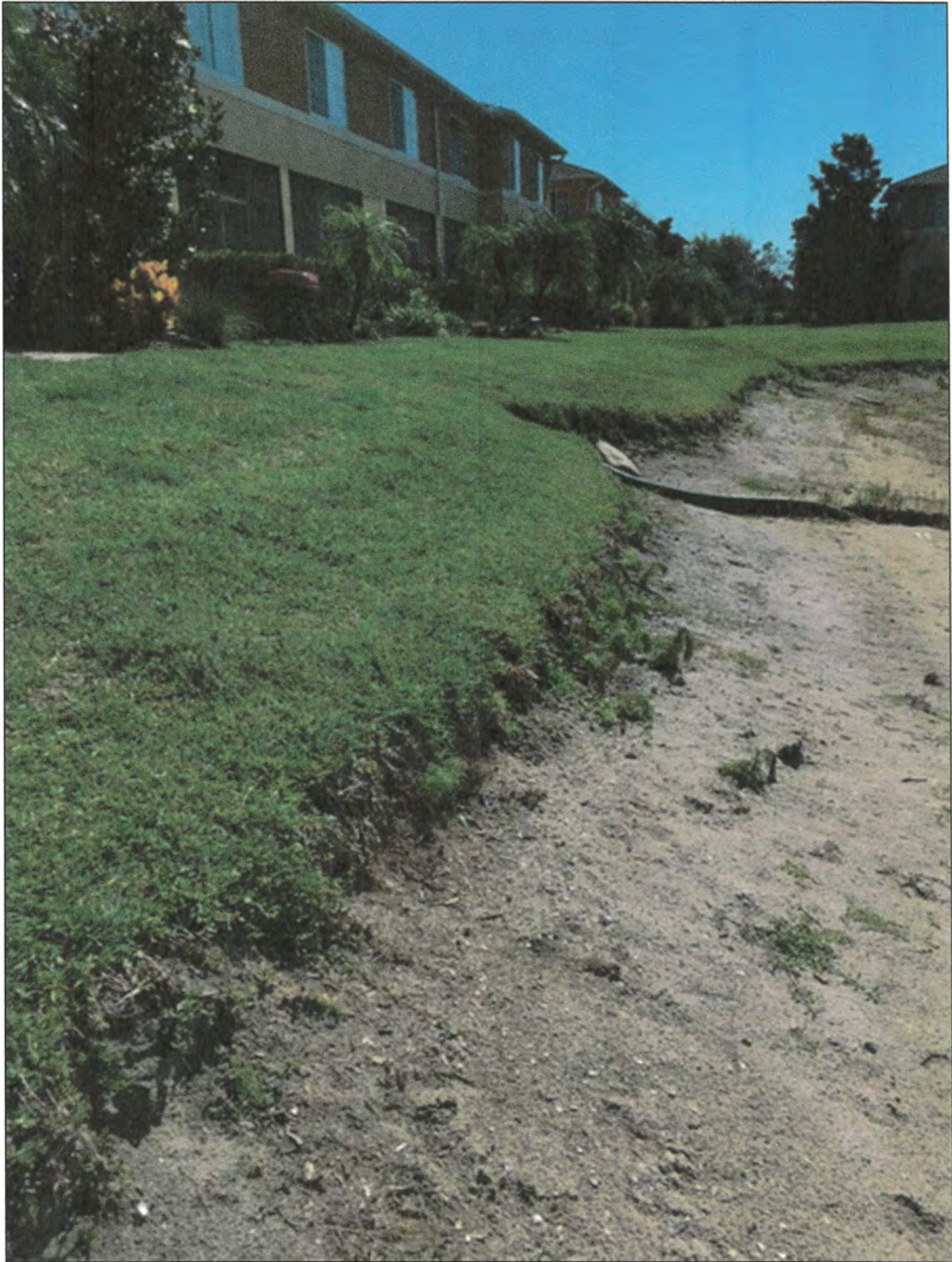


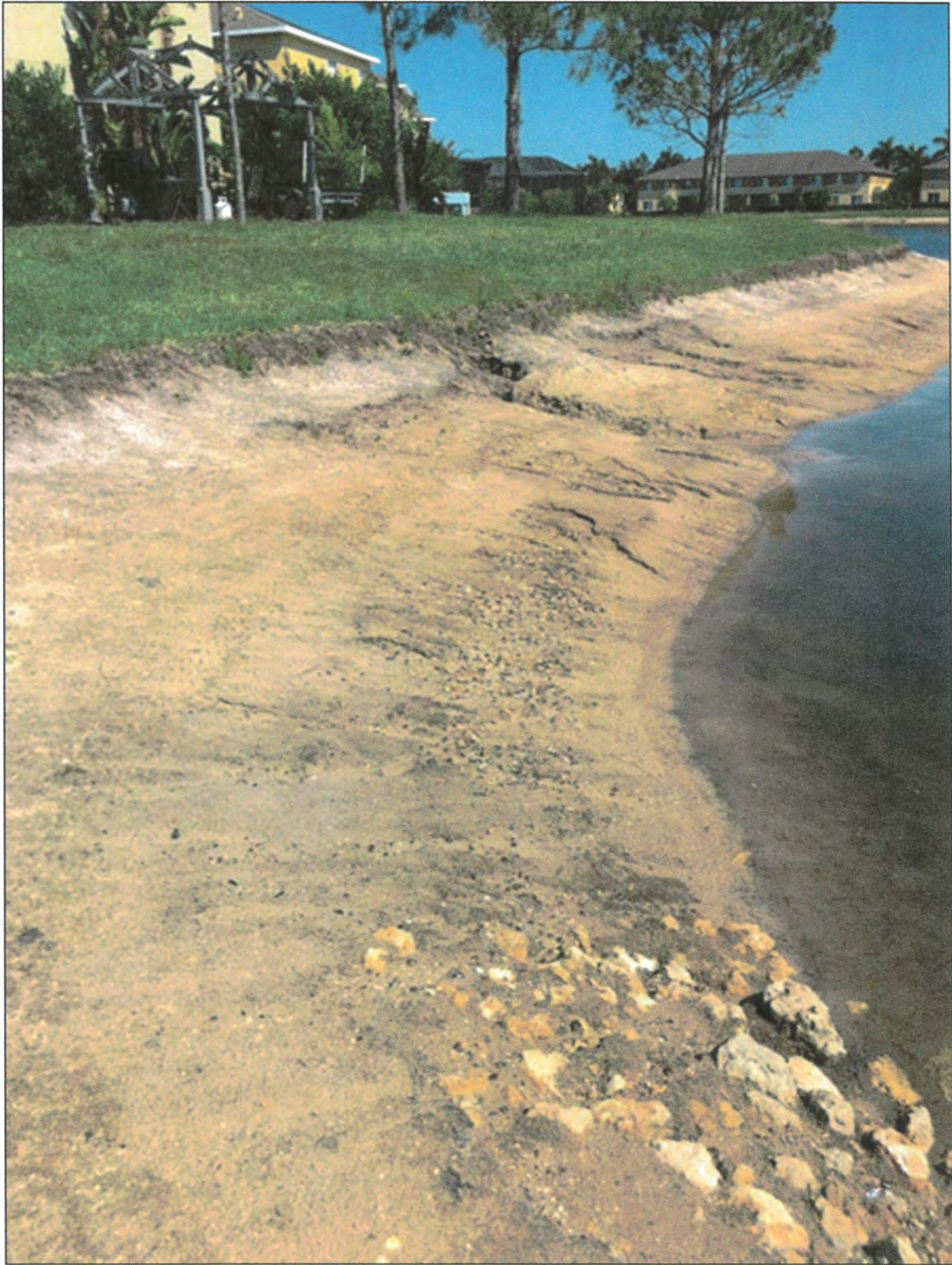
Lake 18

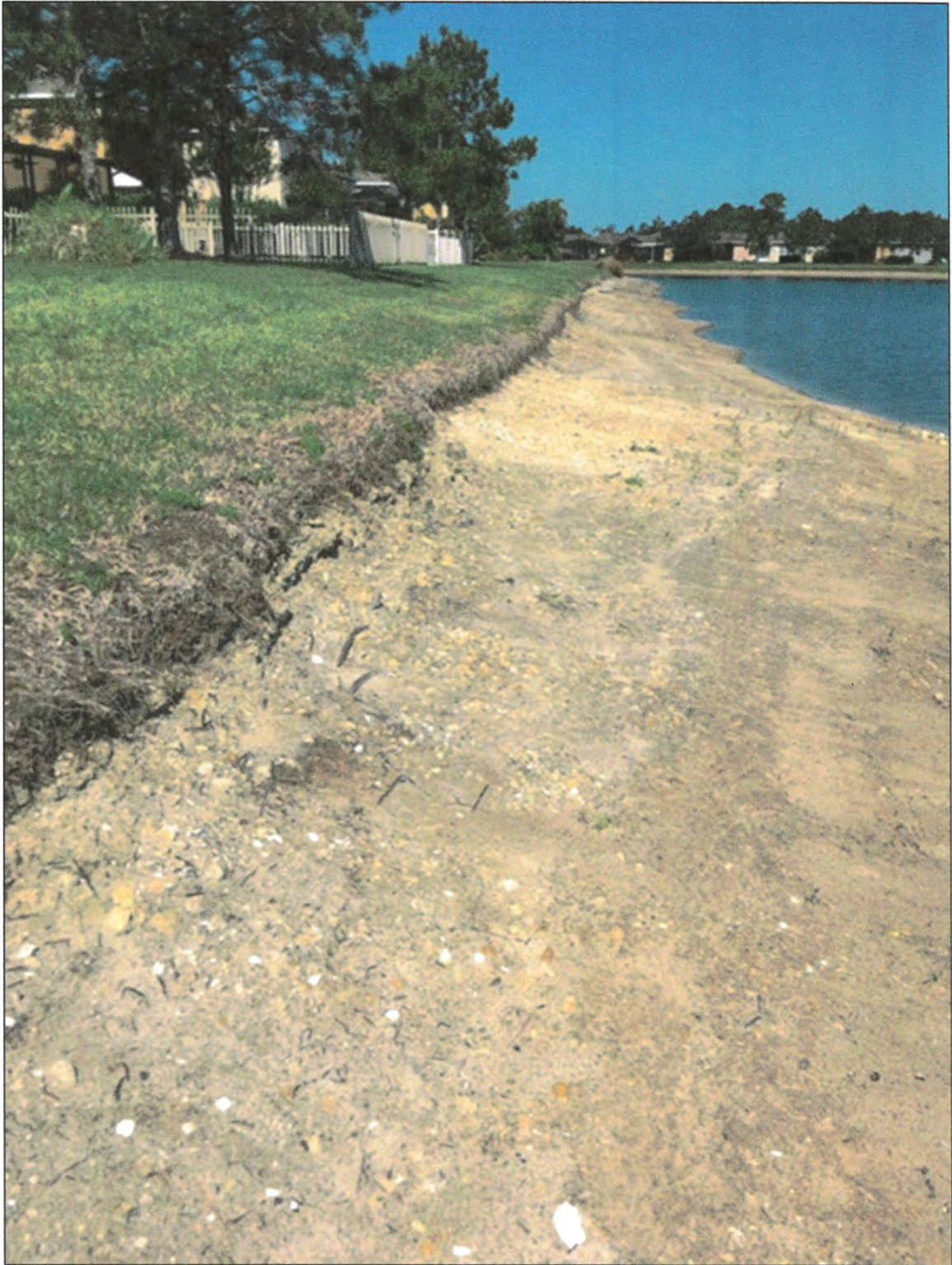


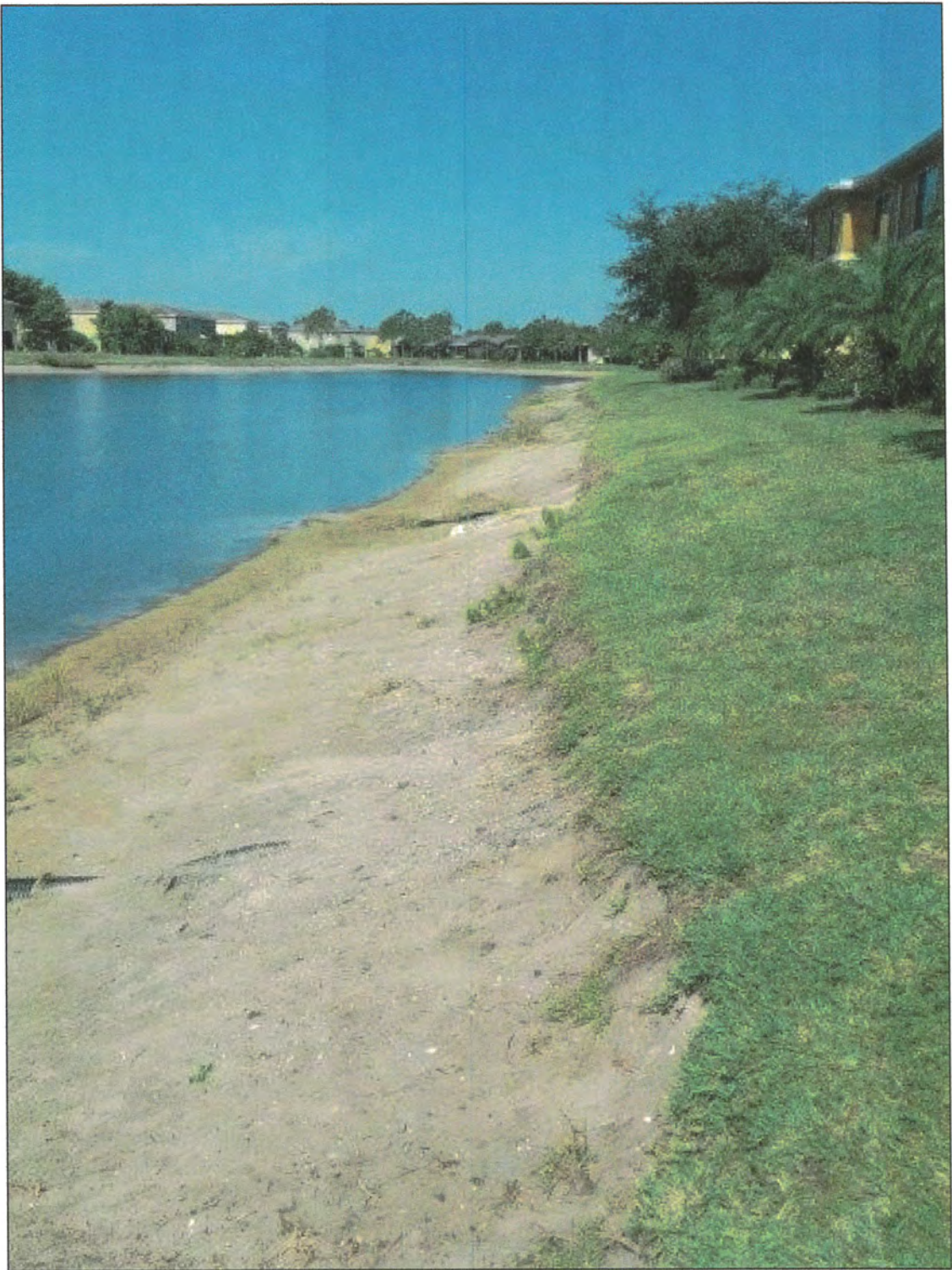
Print Date: 5/23/2019



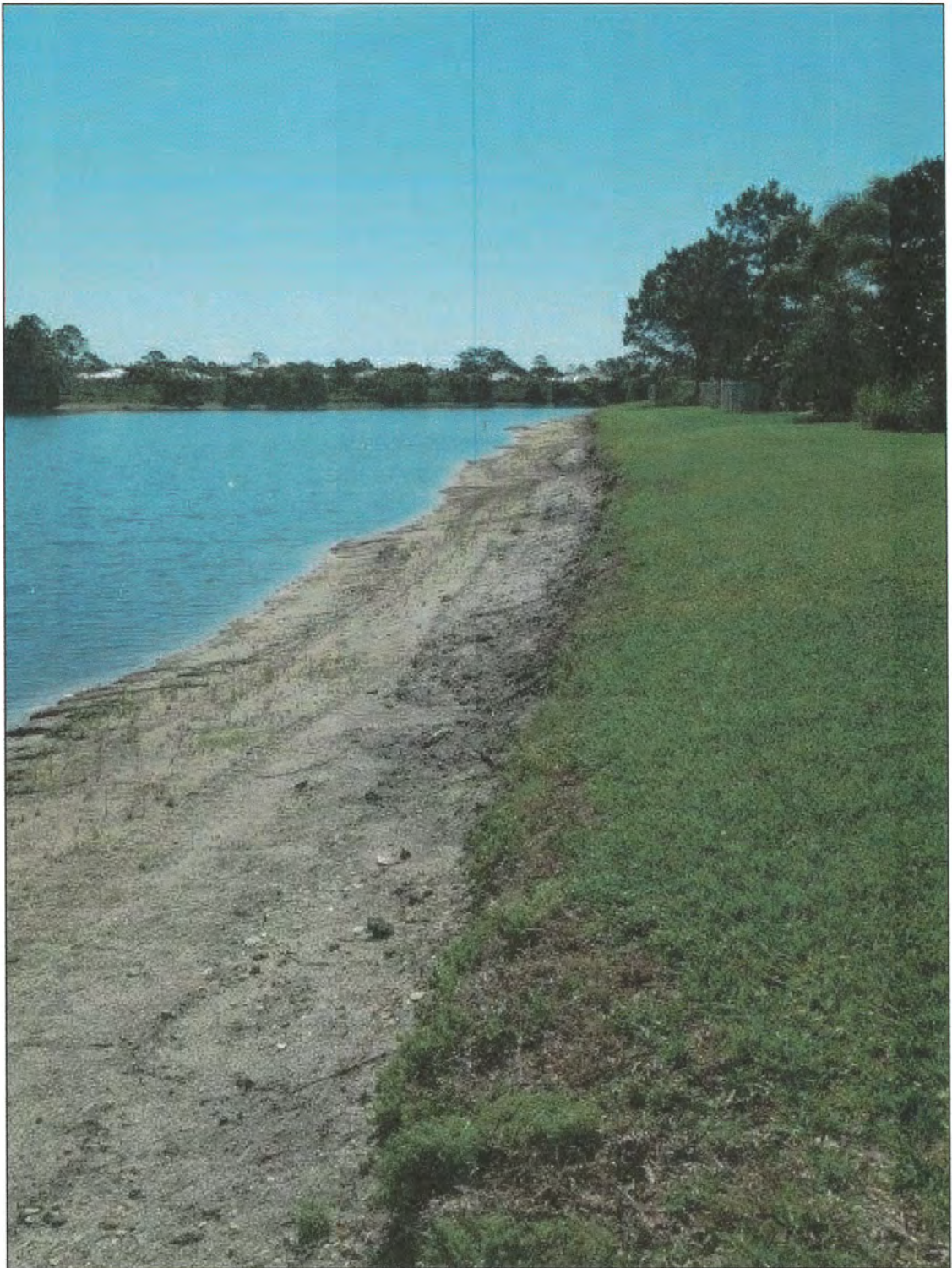












Lake 19

Legend



Water



Print Date: 5/23/2019

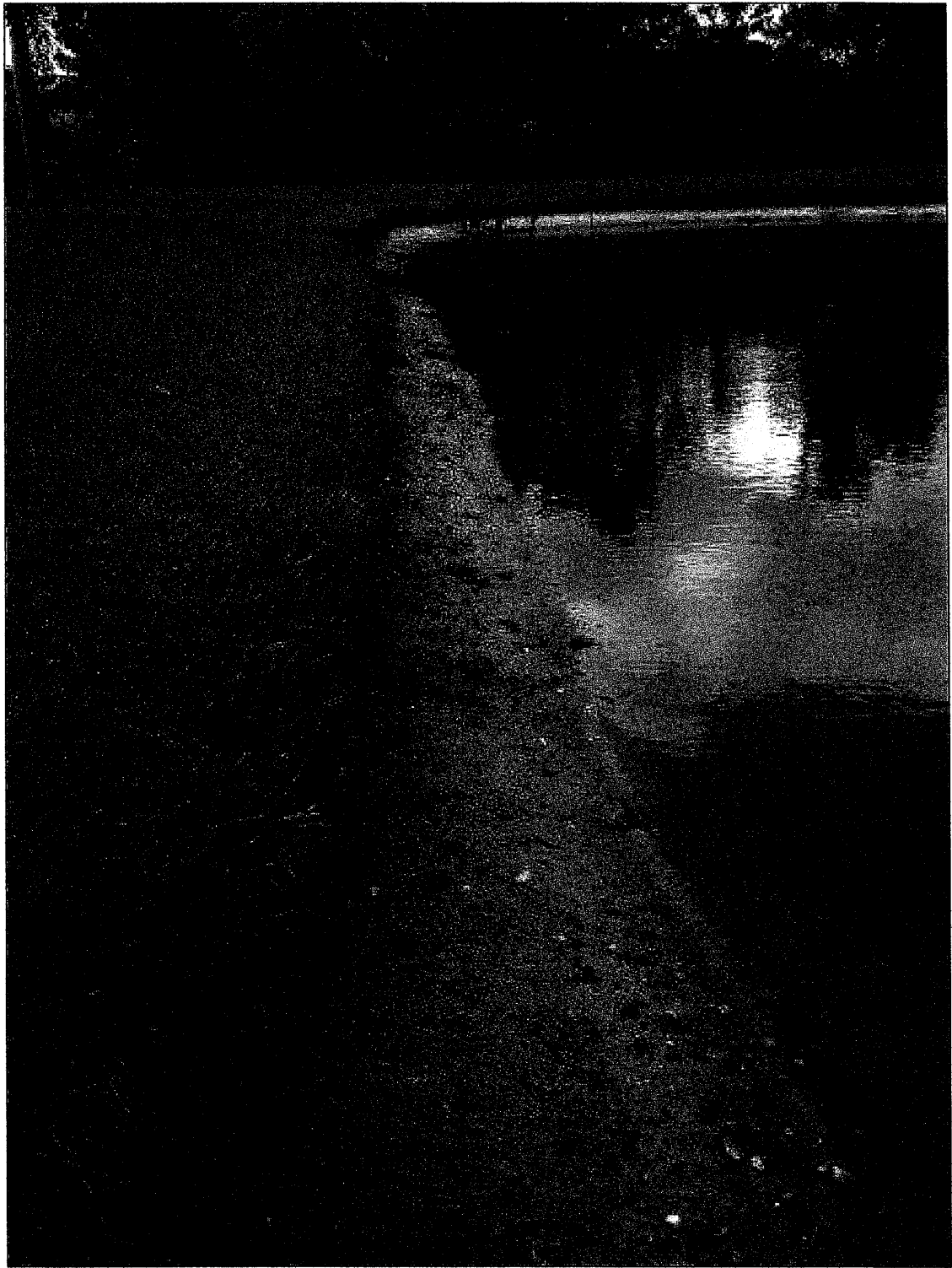


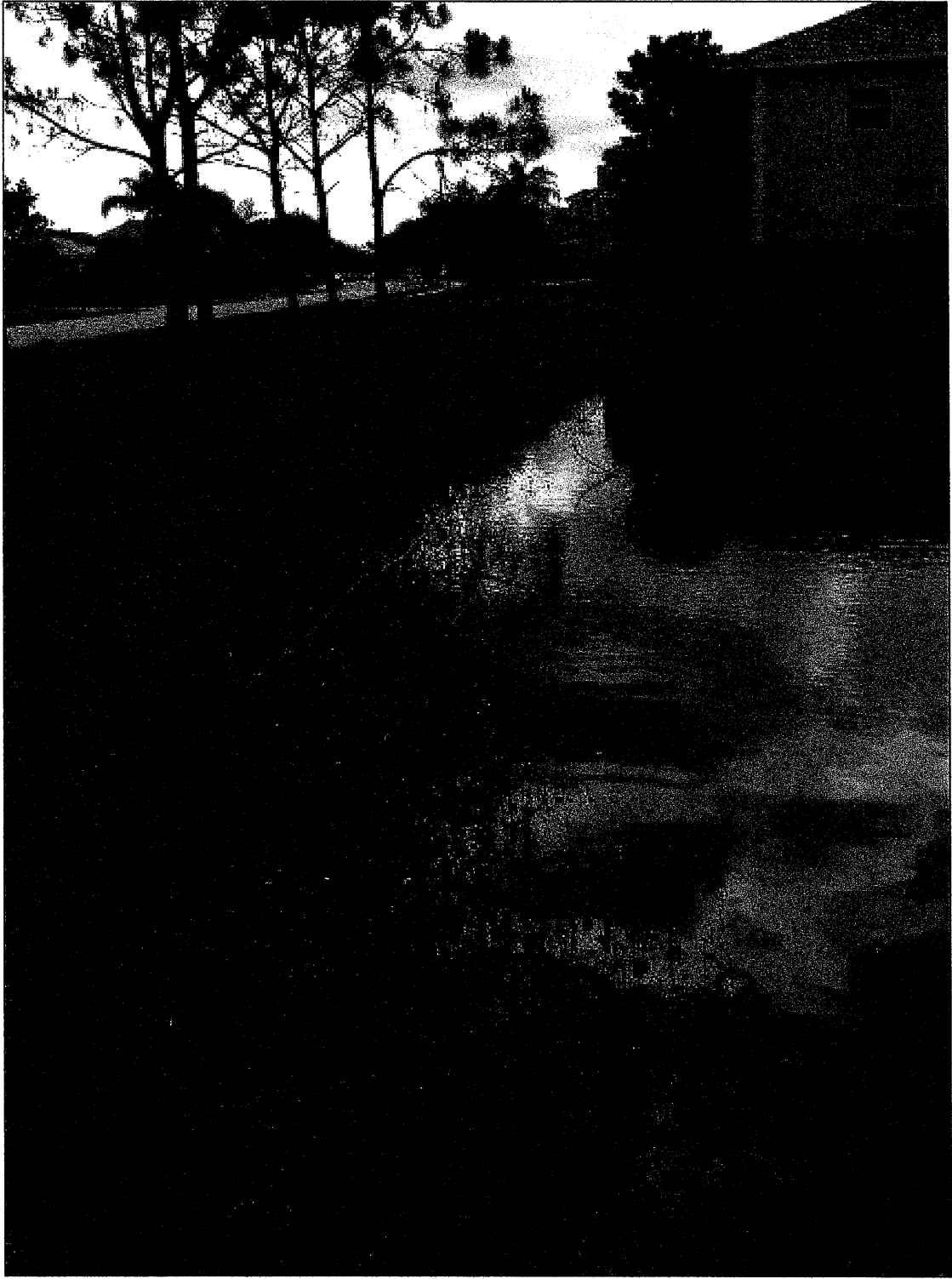
Lake 20



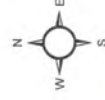
Print Date: 5/23/2019



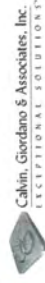


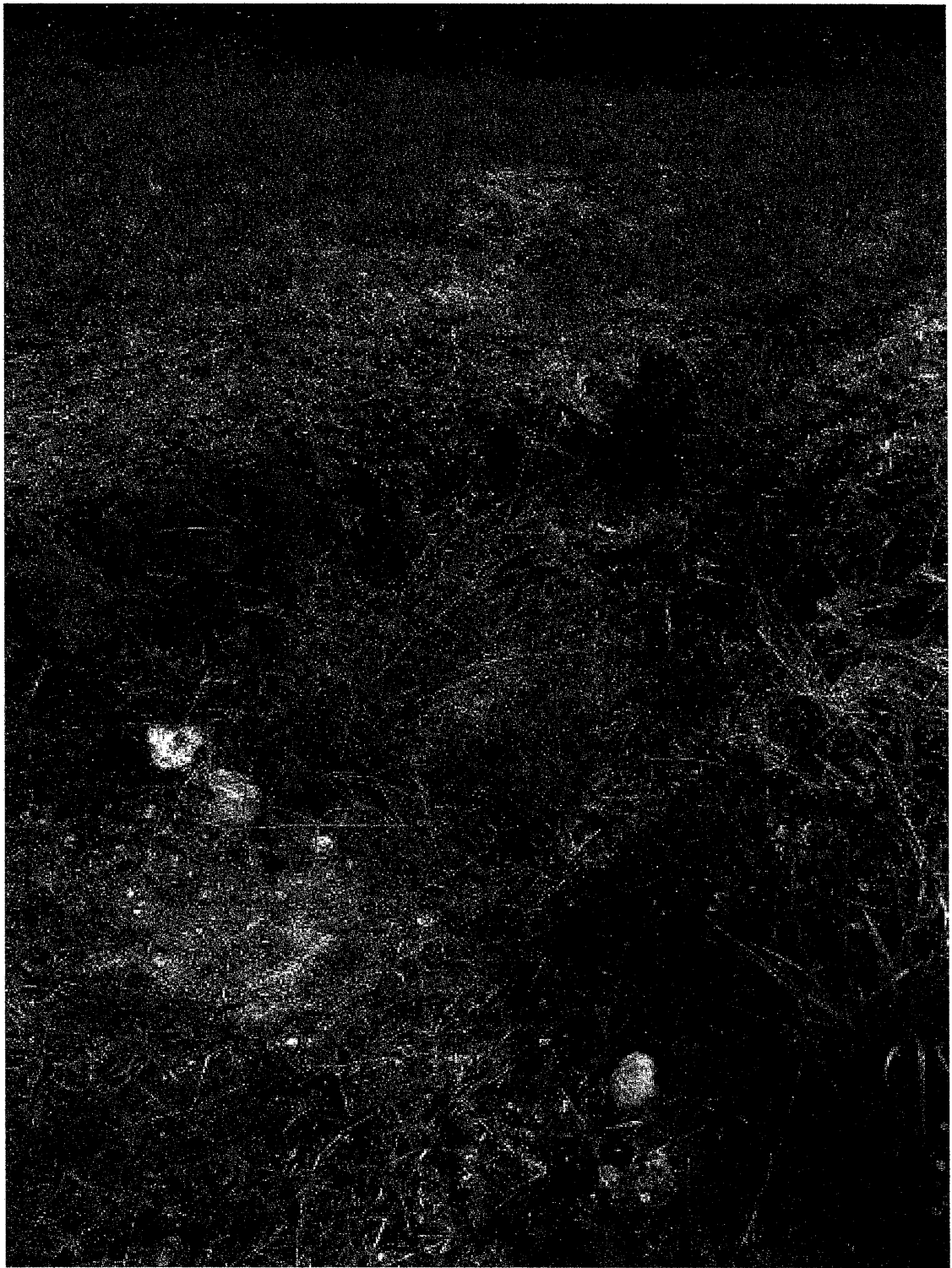


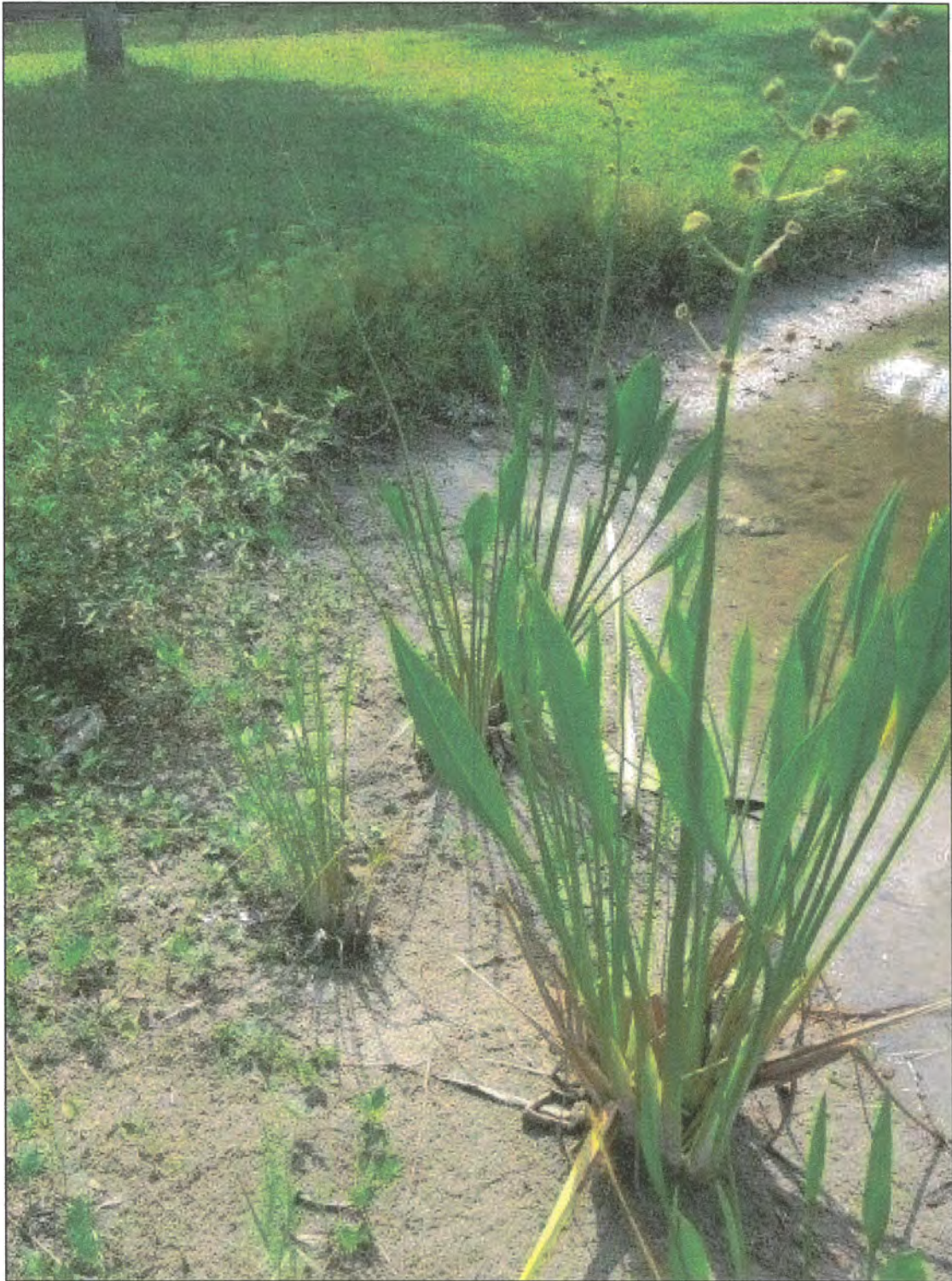
Lake 21



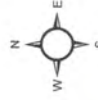
Print Date: 5/23/2019







Lake 22



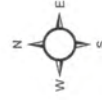
Print Date: 5/23/2019







Lake 23



Print Date: 5/23/2019

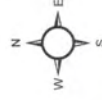




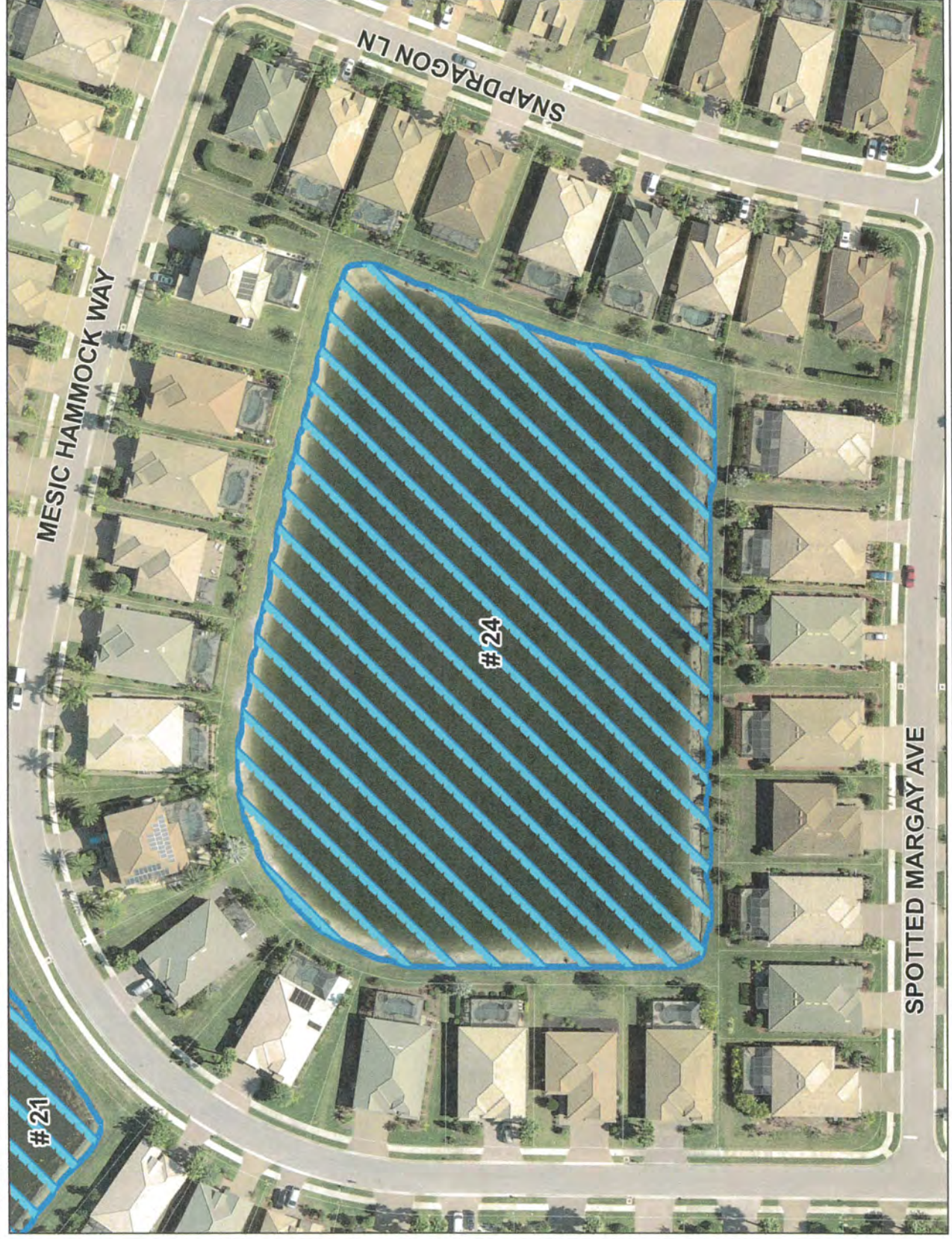




Lake 24



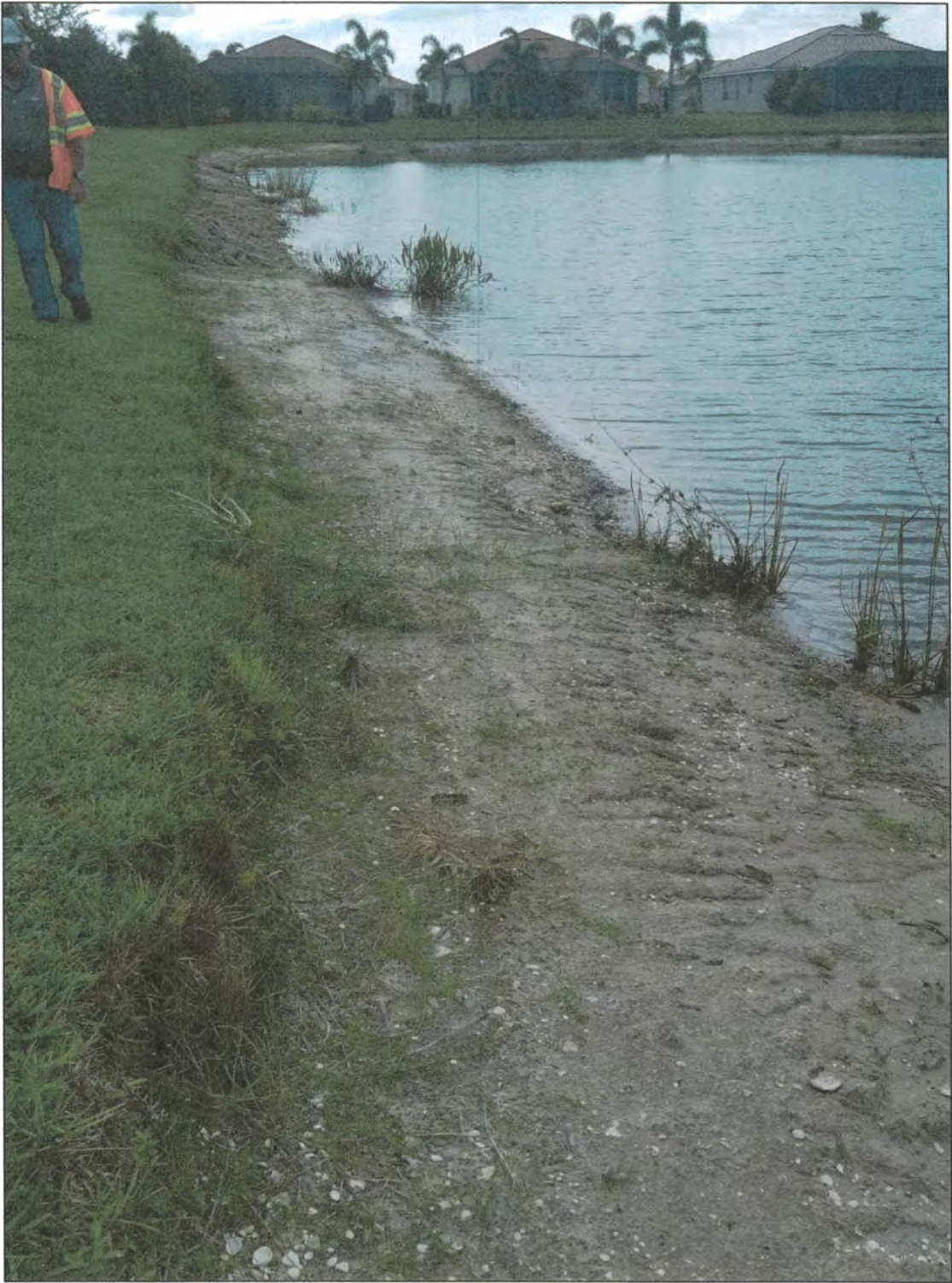
Print Date: 5/23/2019











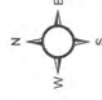


Lake 25

Legend

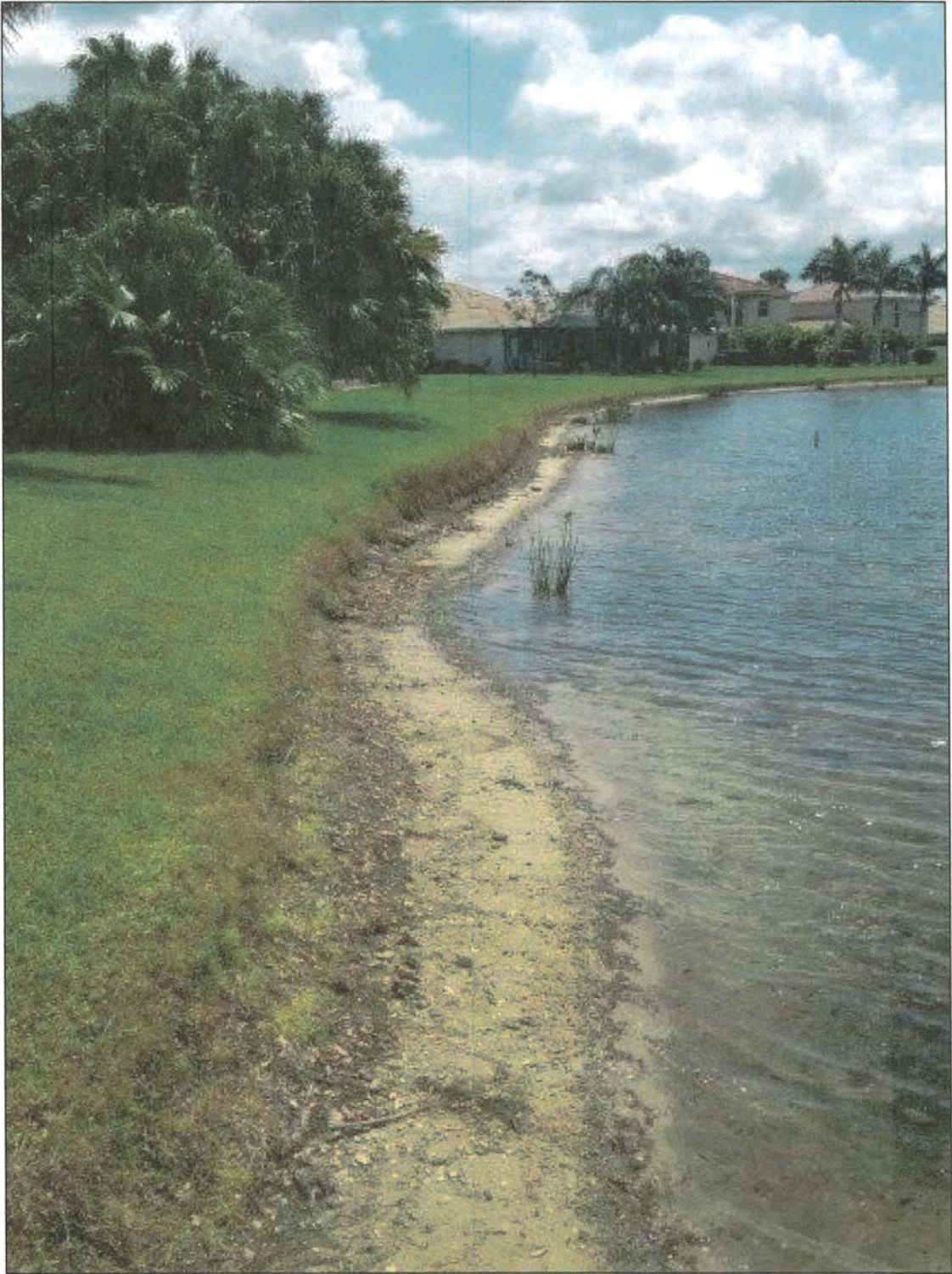


Water

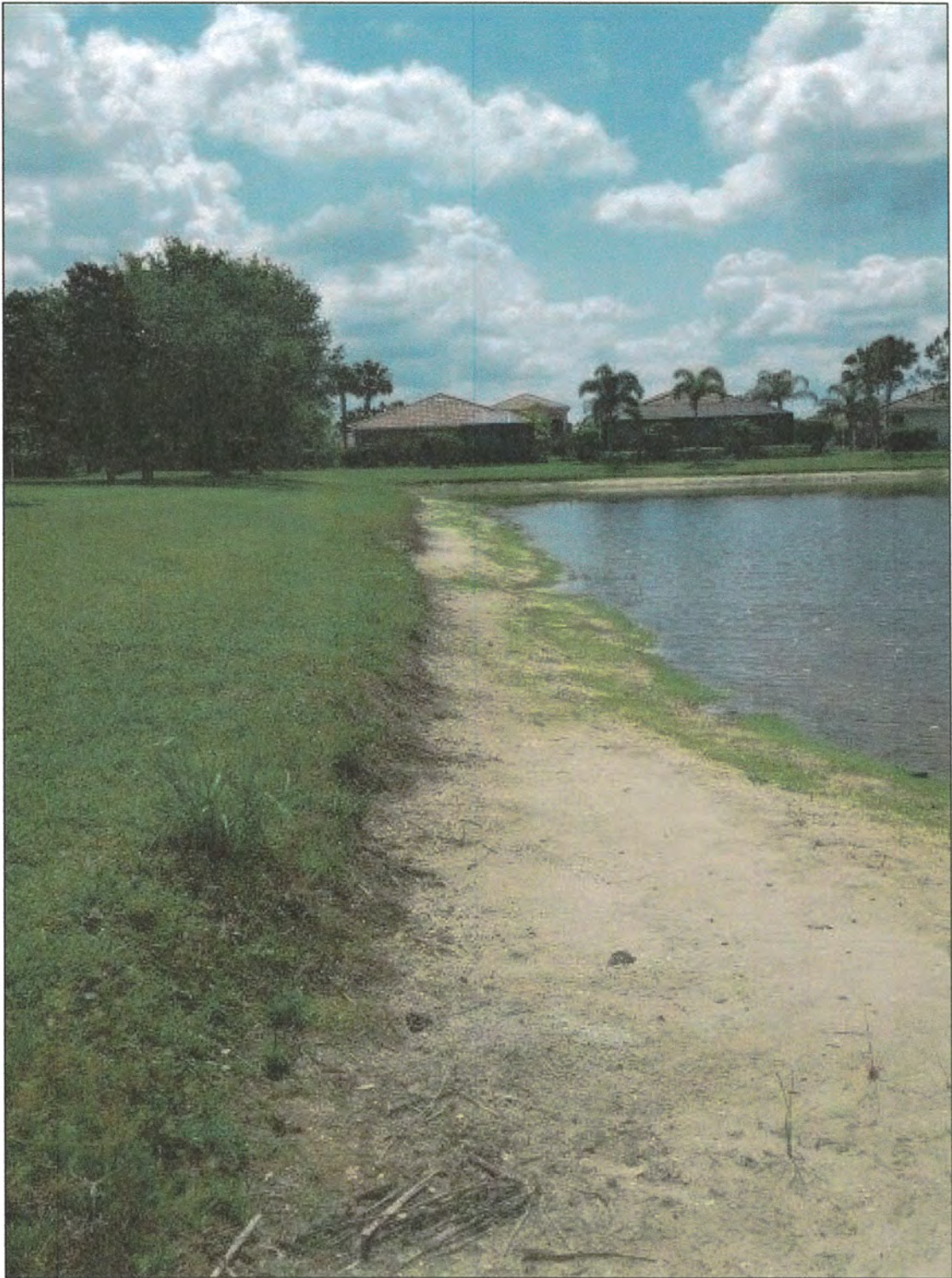


Print Date: 5/23/2019









Lake 26

Legend



Water



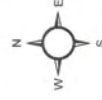
Print Date: 5/23/2019







Lake 27



Print Date: 5/23/2019

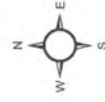








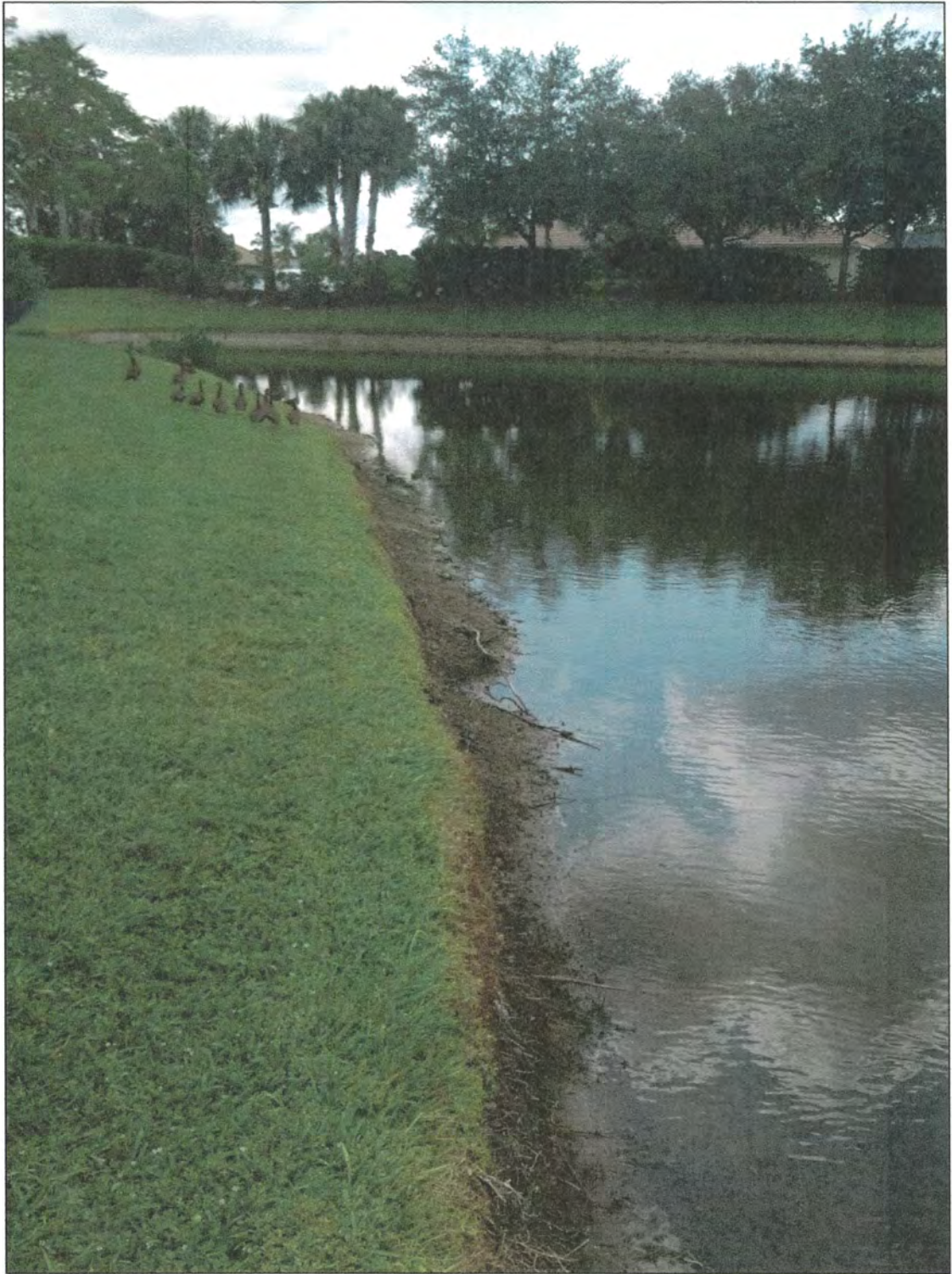
Lake 28



Print Date: 5/23/2019

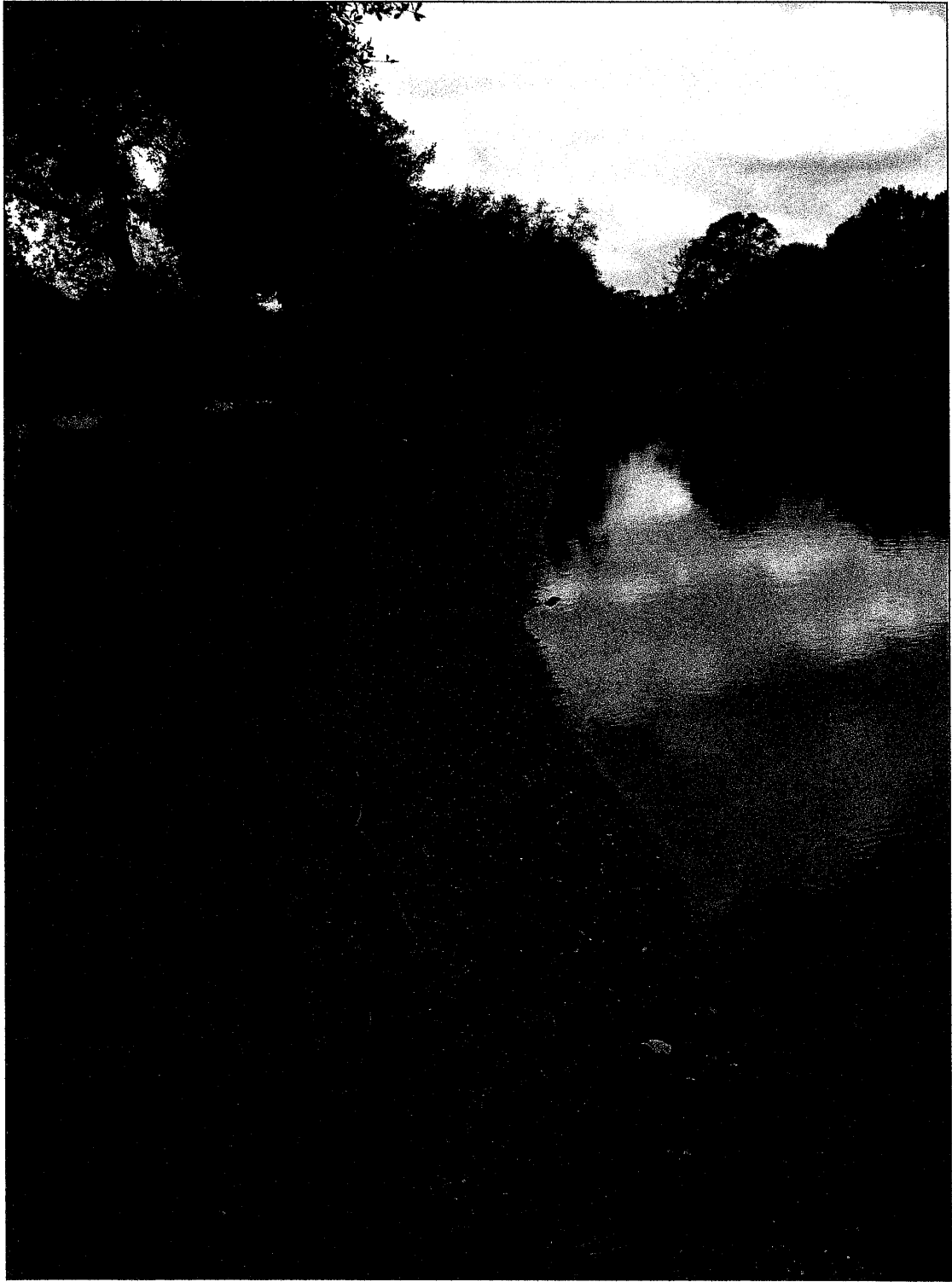










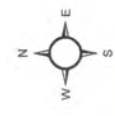


Lake 29

Legend



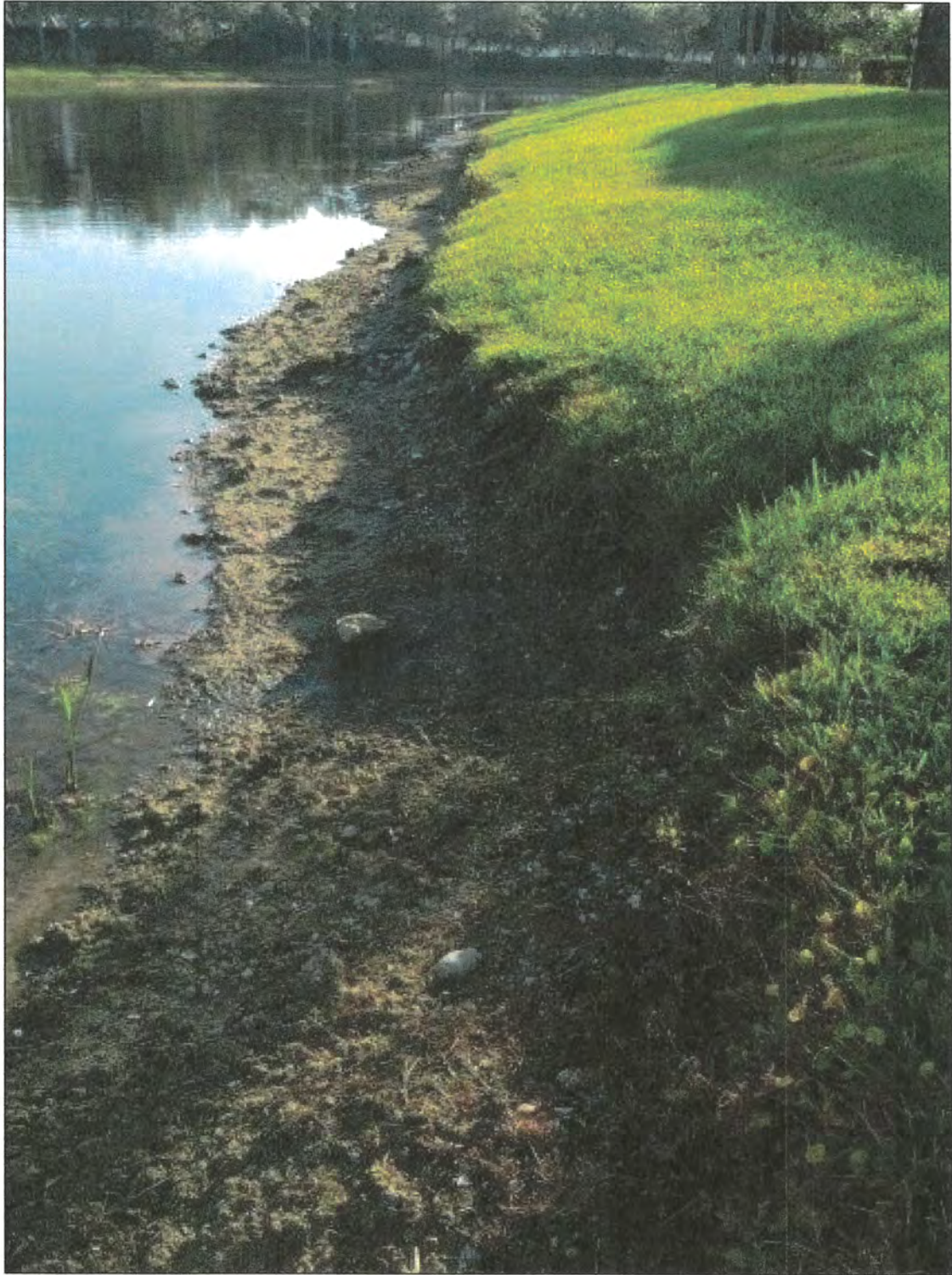
Water



Print Date: 5/23/2019

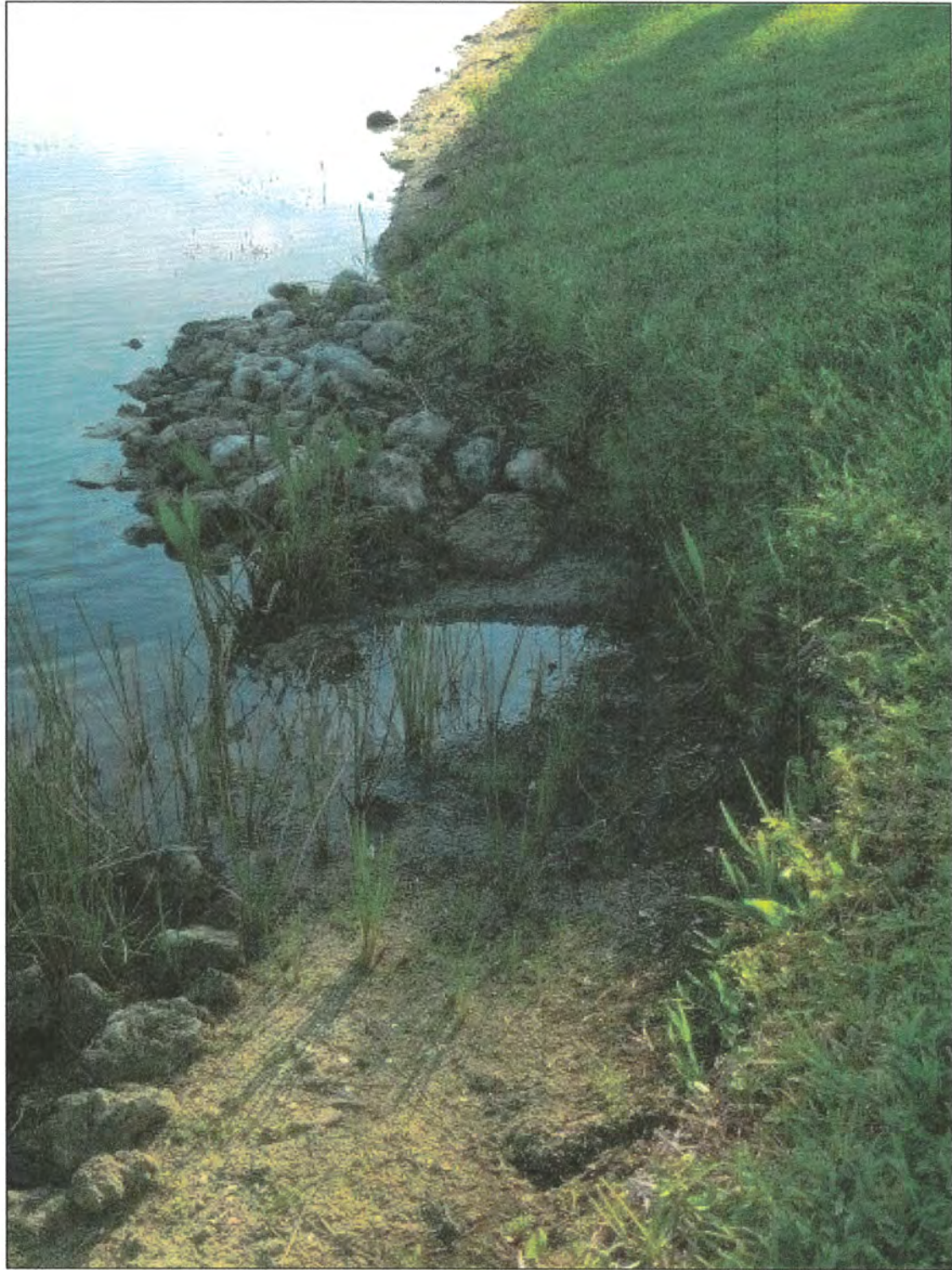


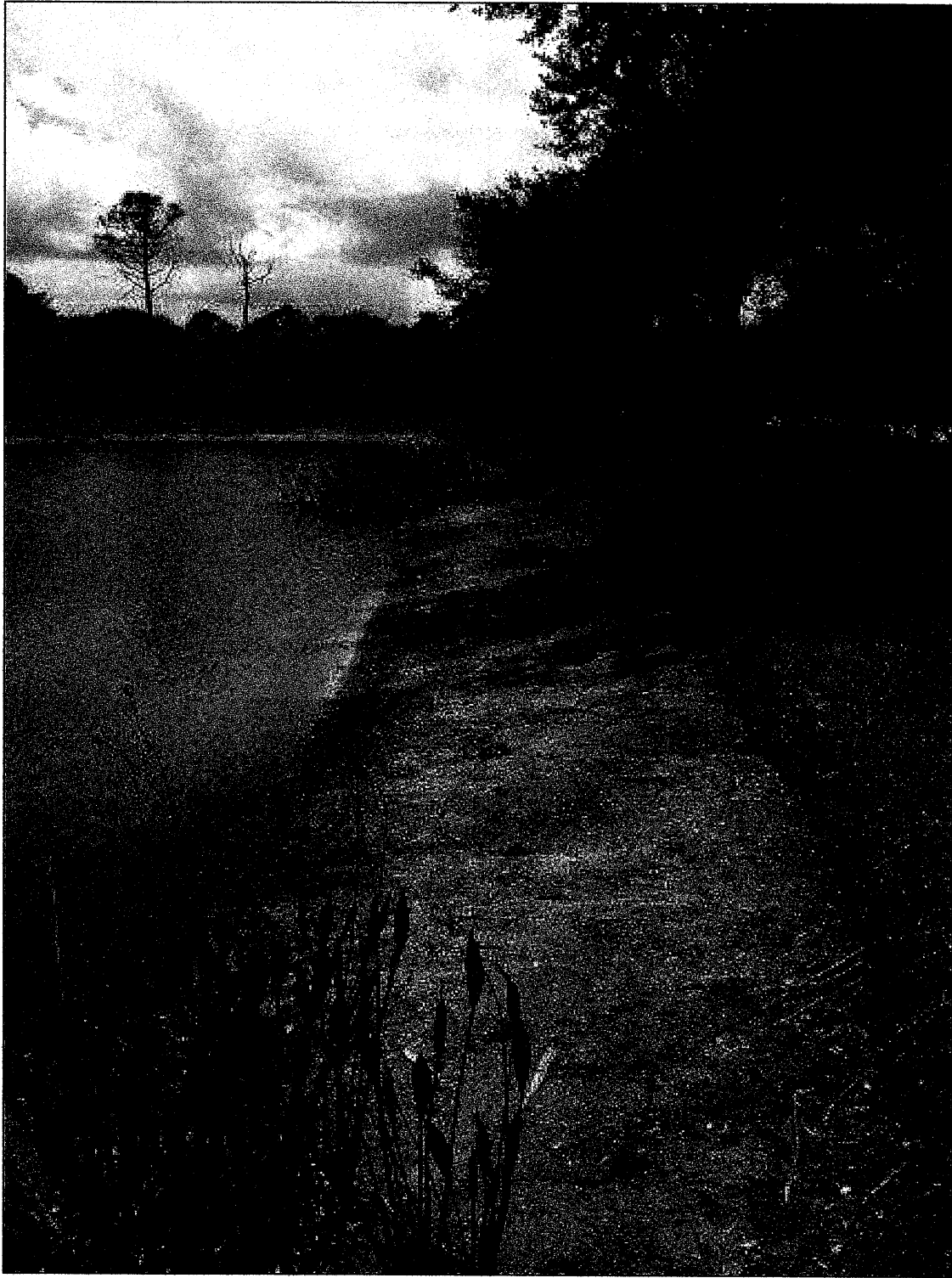










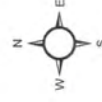


Lake 30

Legend

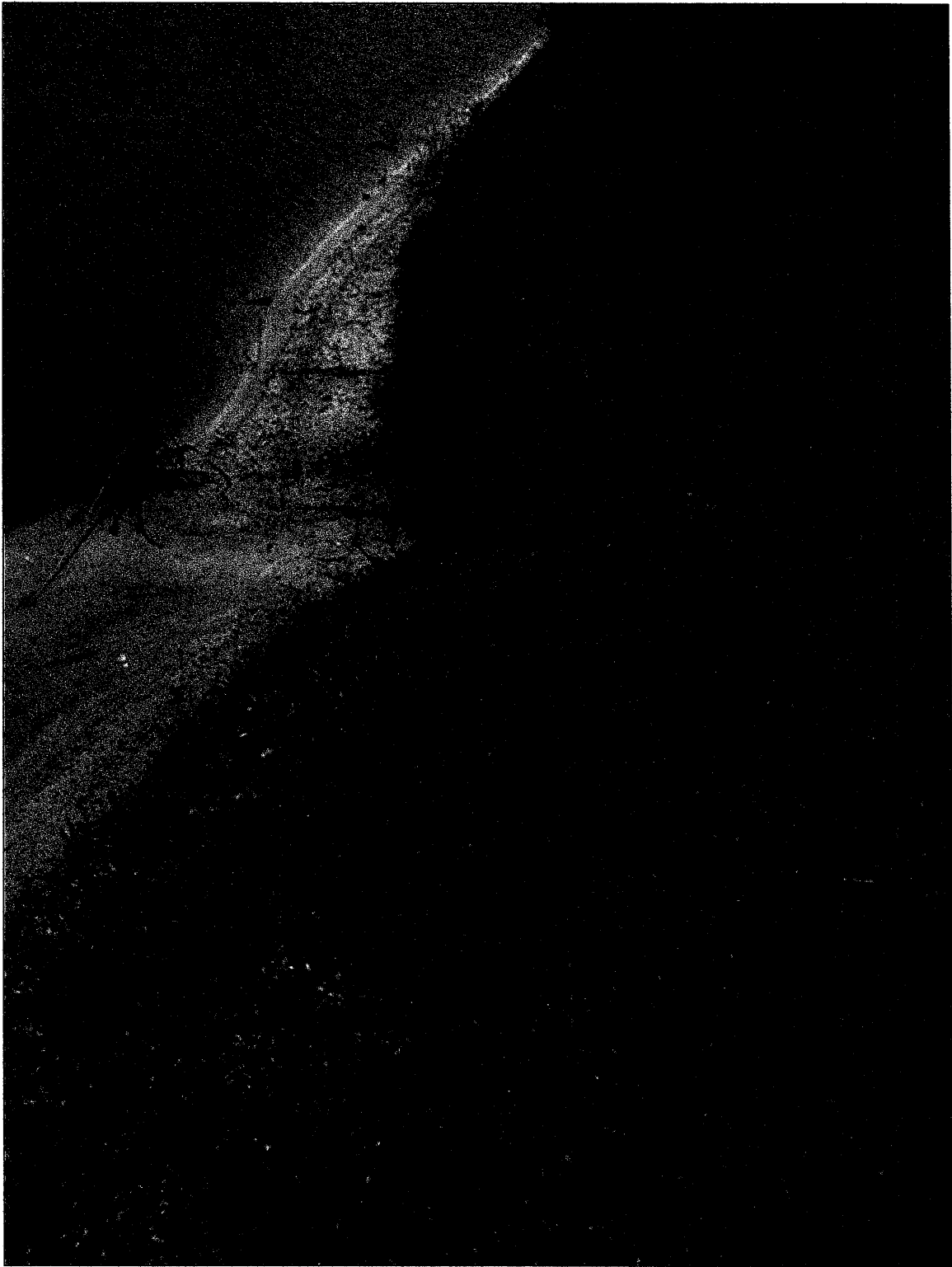


Water



Print Date: 5/23/2019









Lake 31

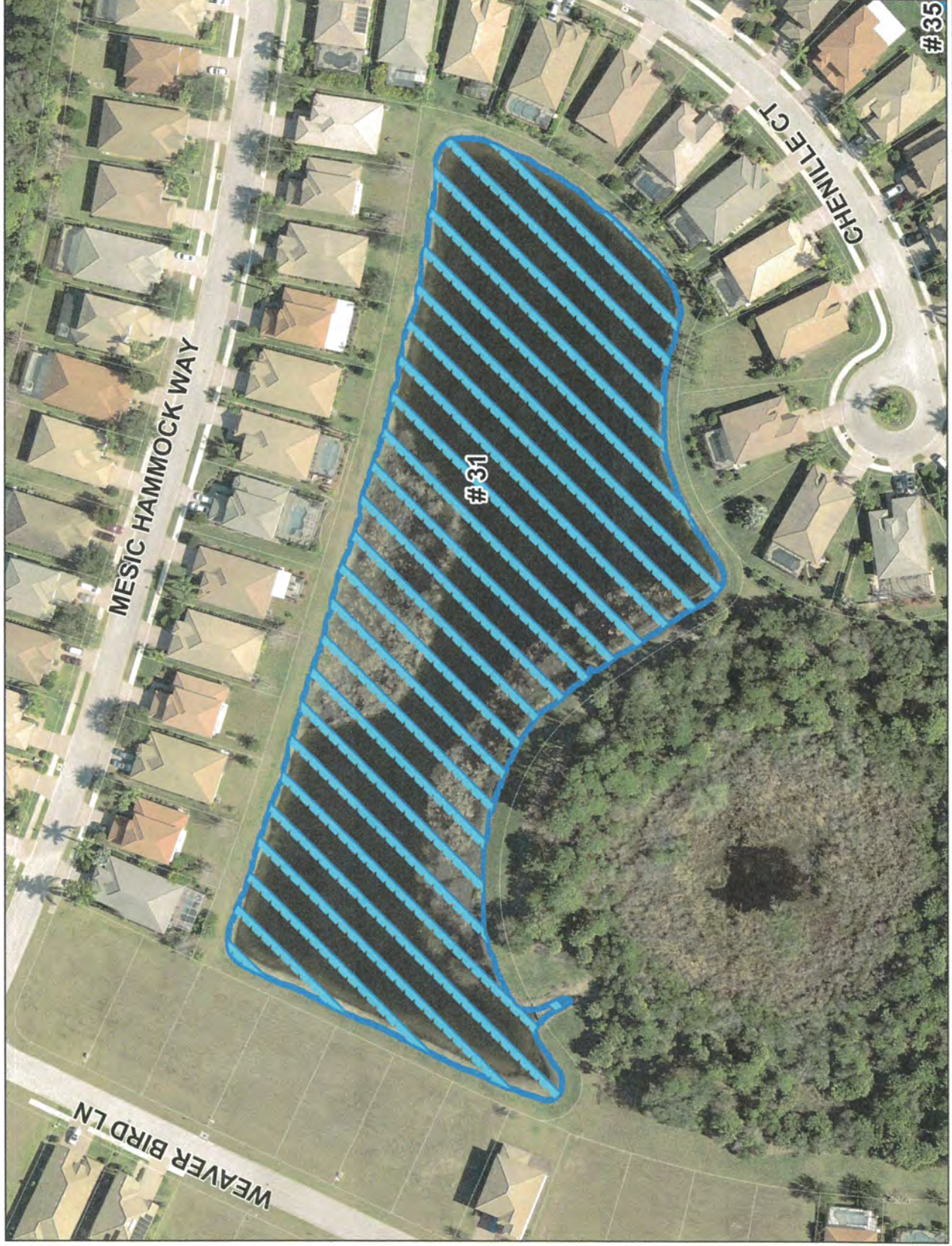
Legend

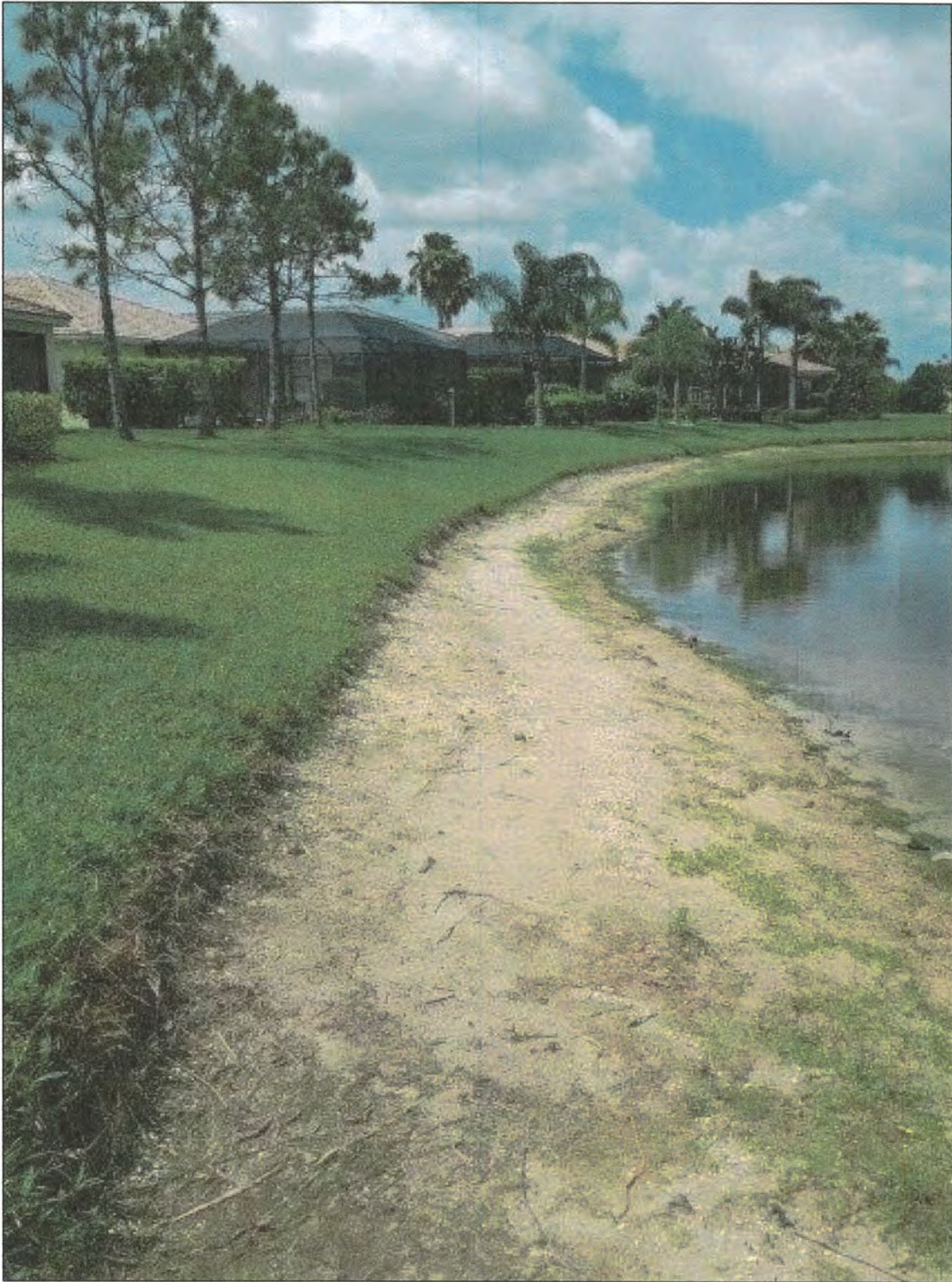


Water

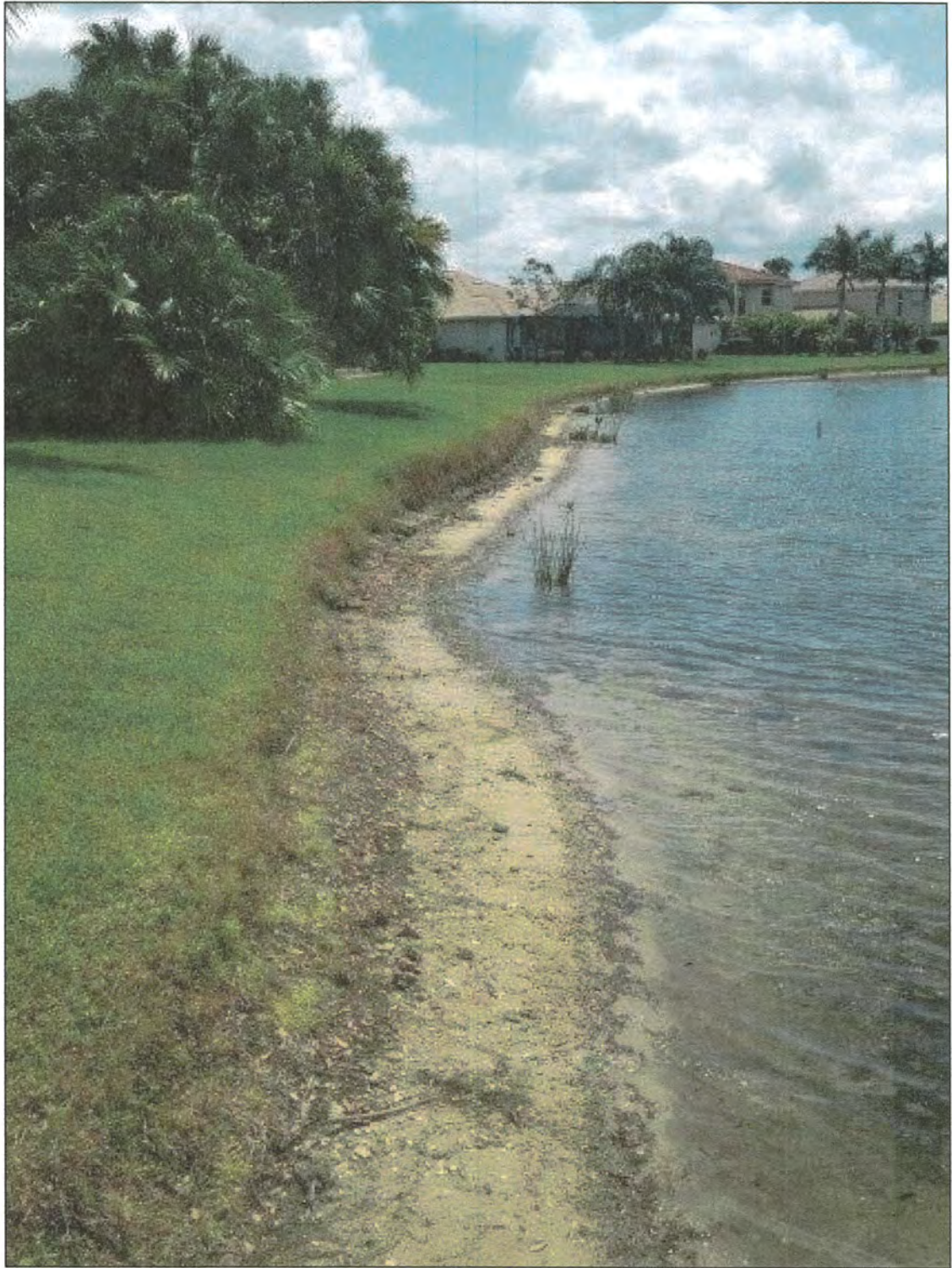


Print Date: 5/23/2019









Lake 32

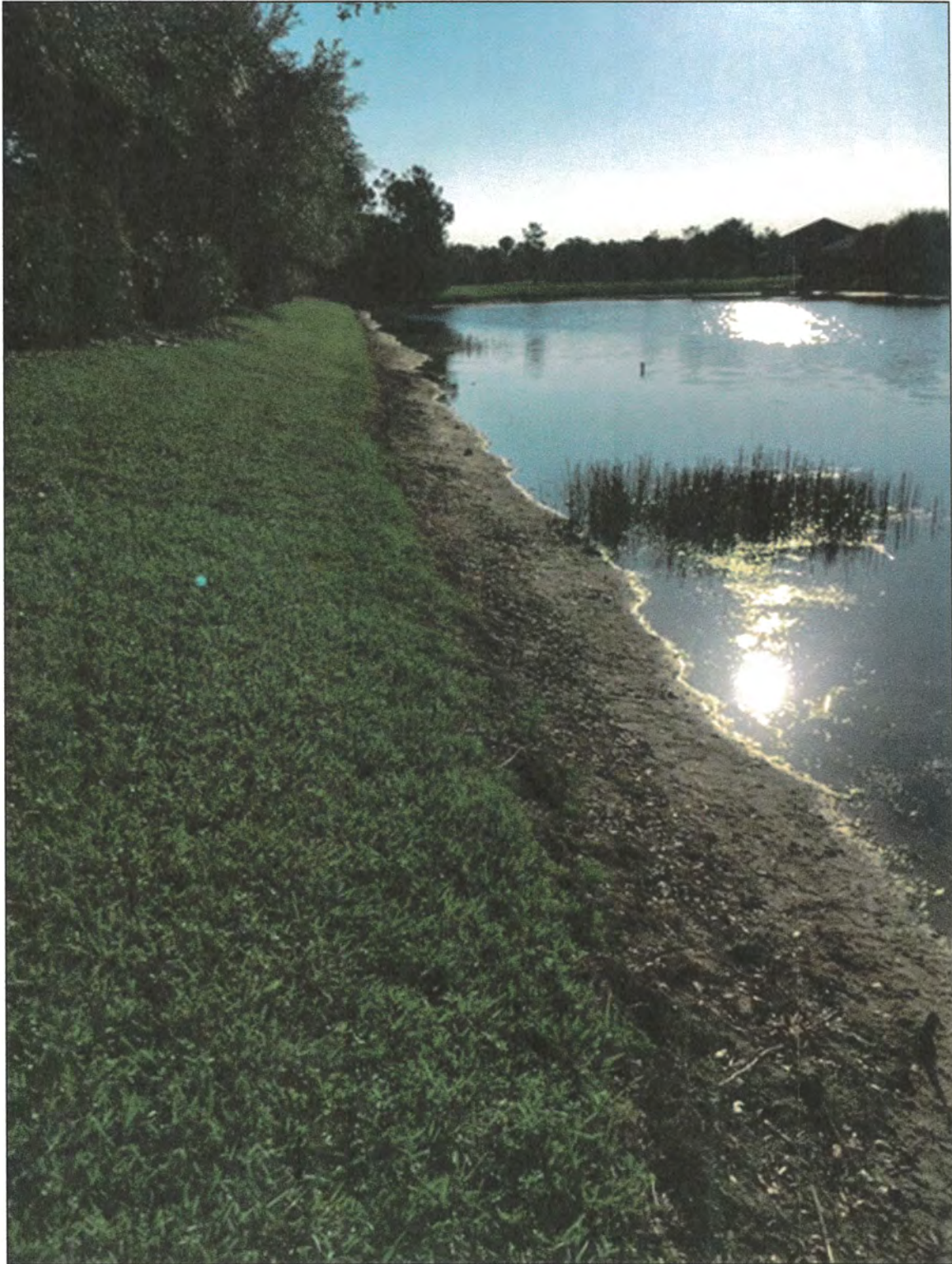


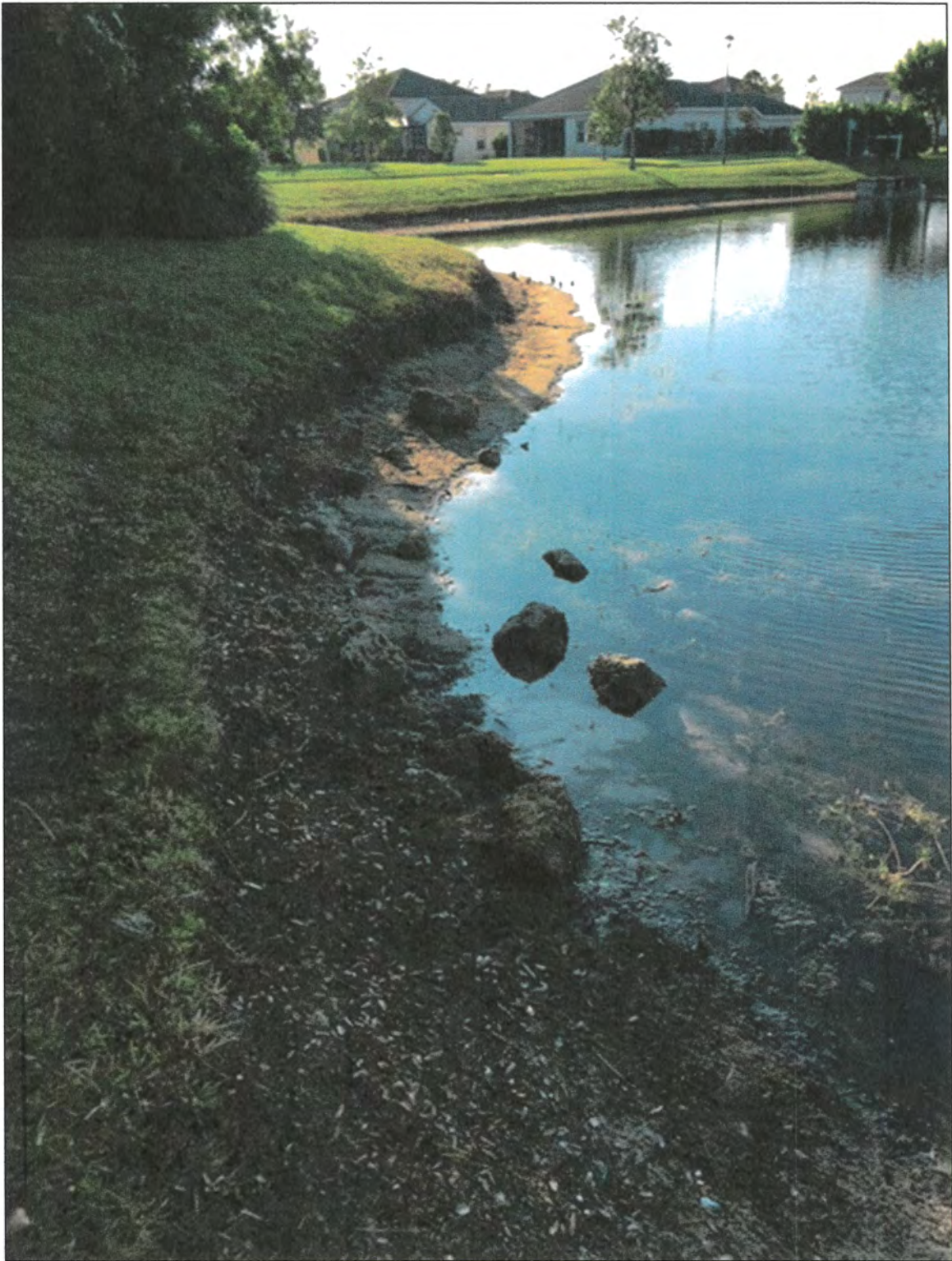
Print Date: 5/23/2019

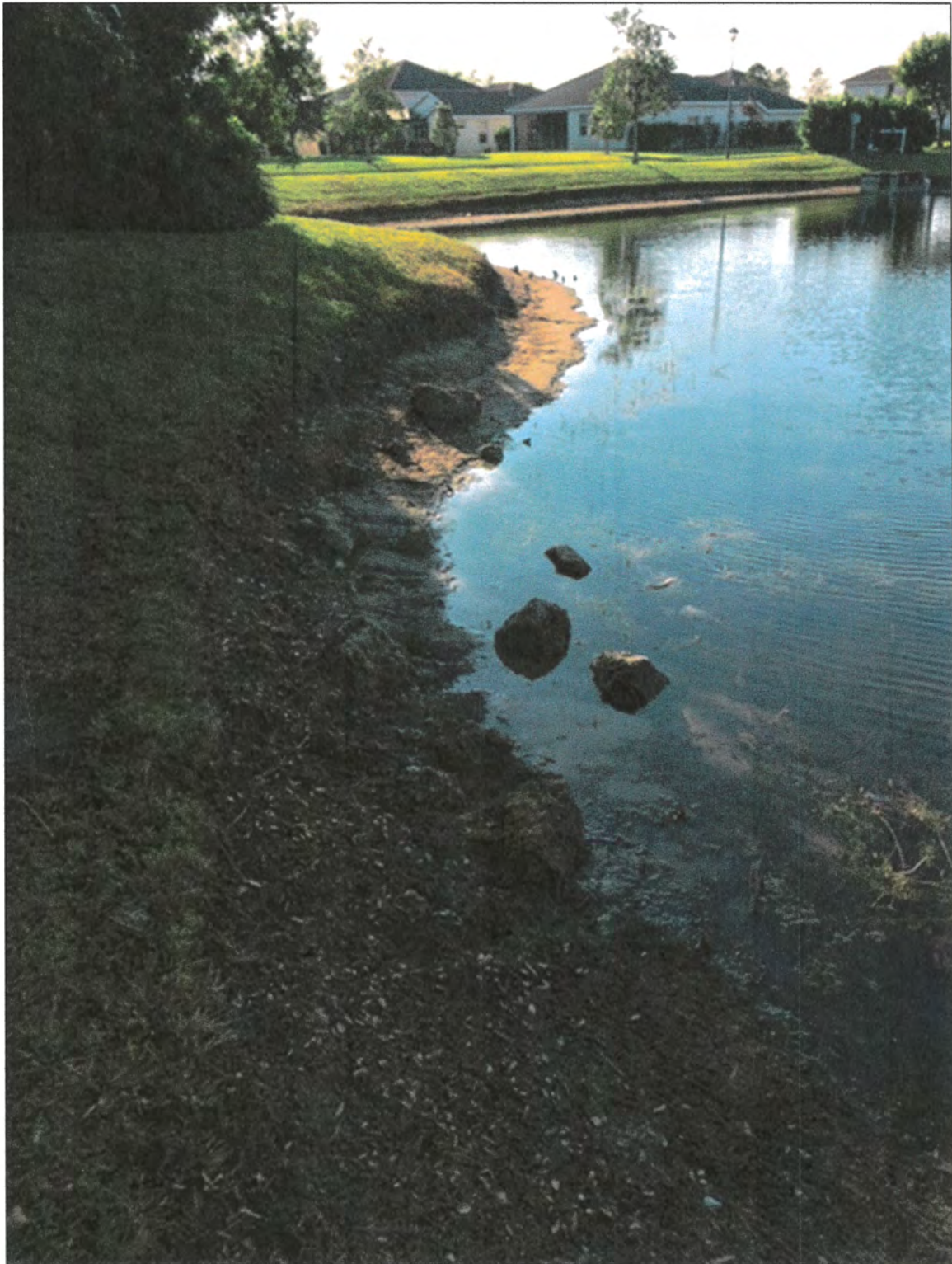










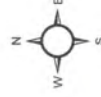


Lake 33

Legend

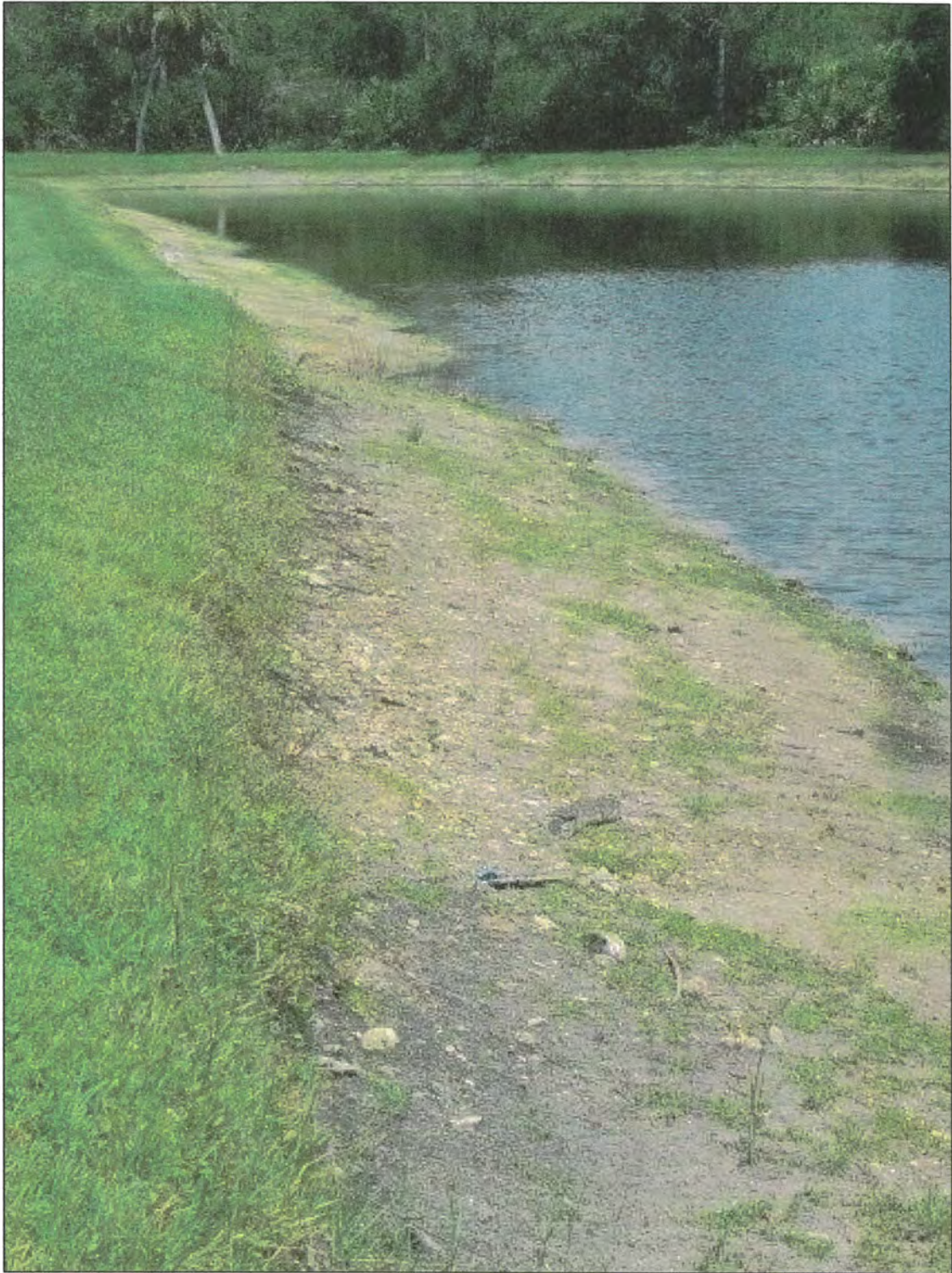


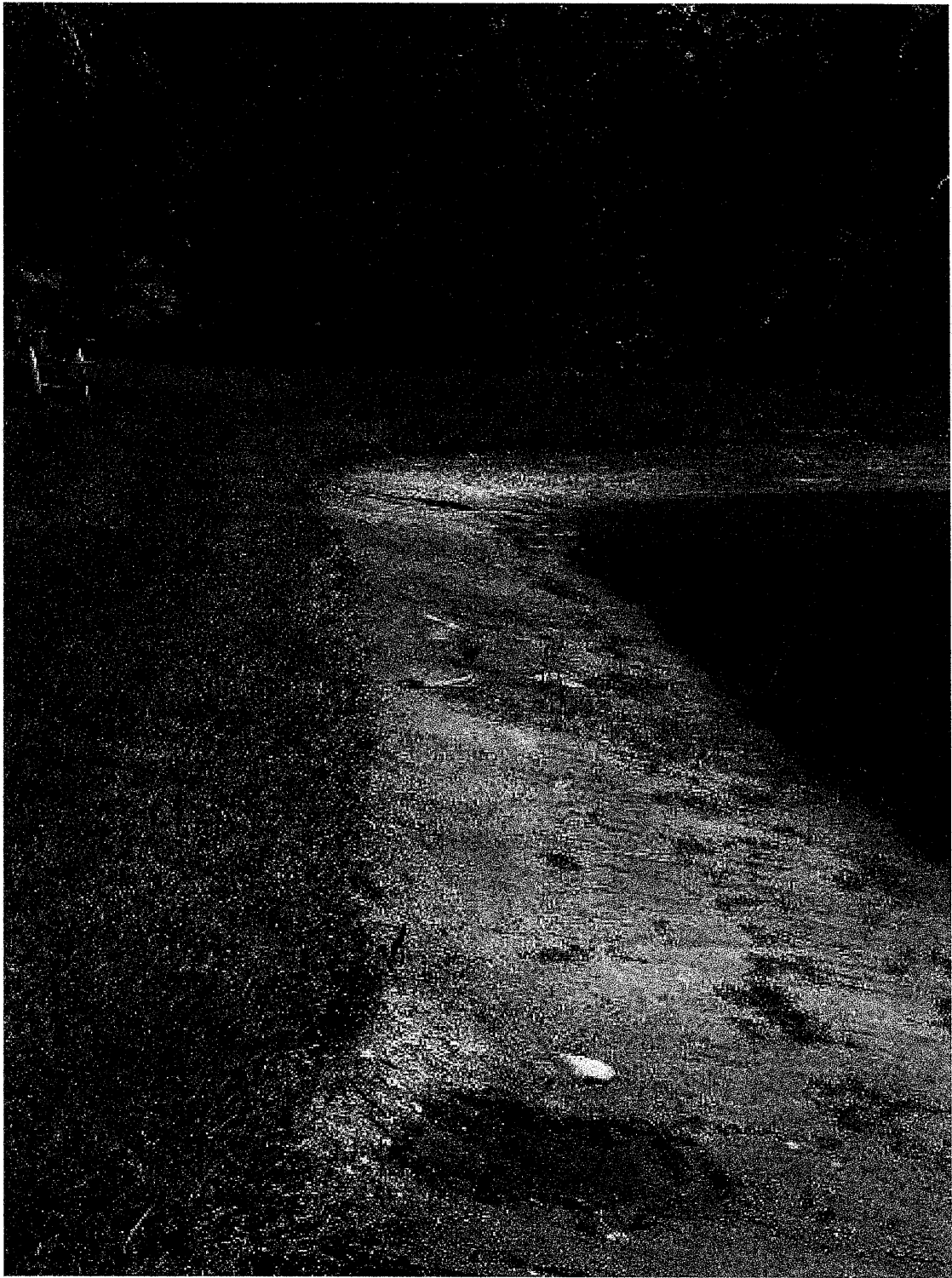
Water



Print Date: 5/23/2019







Lake 34



Print Date: 5/23/2019

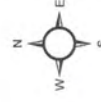






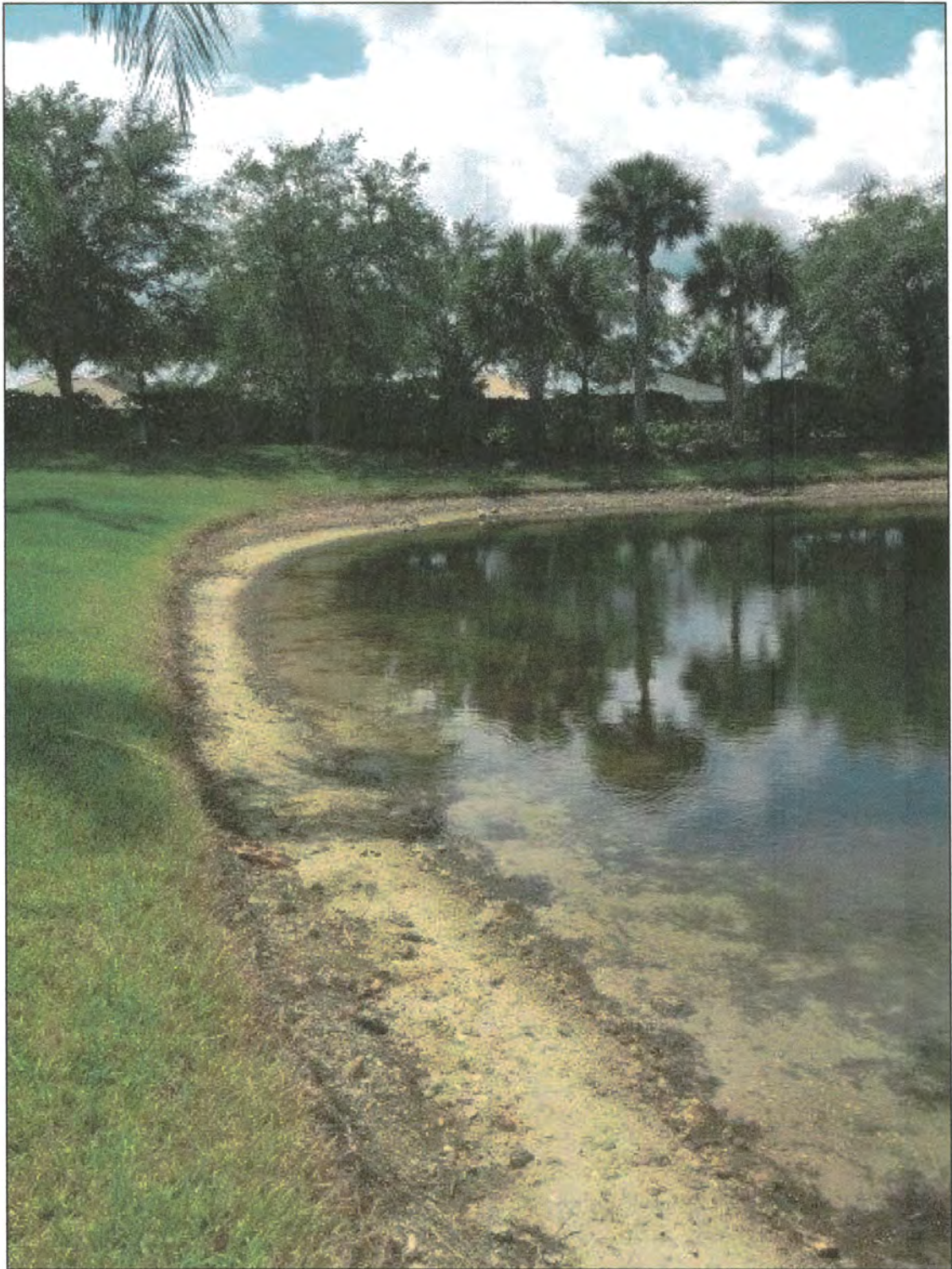


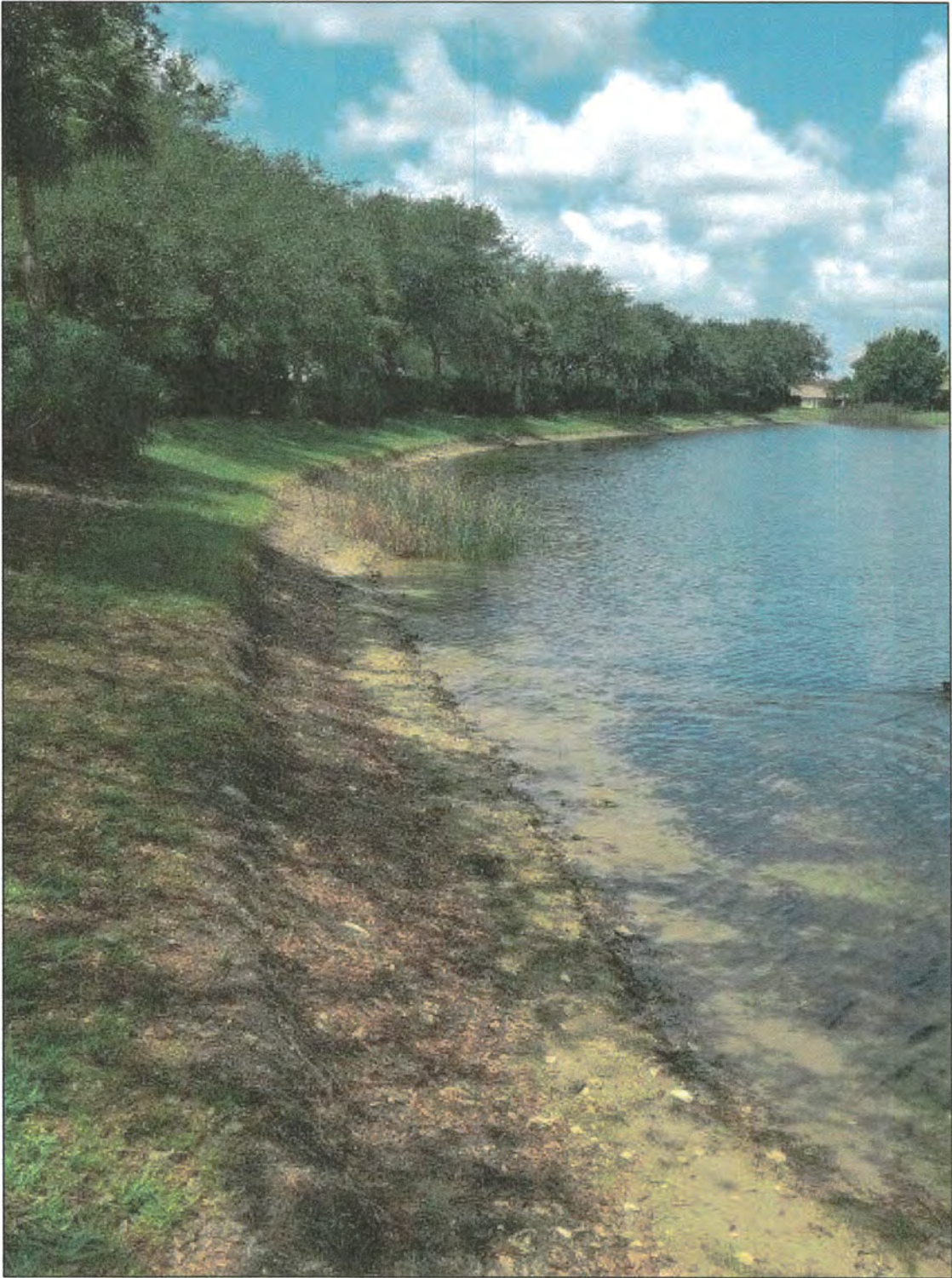
Lake 35

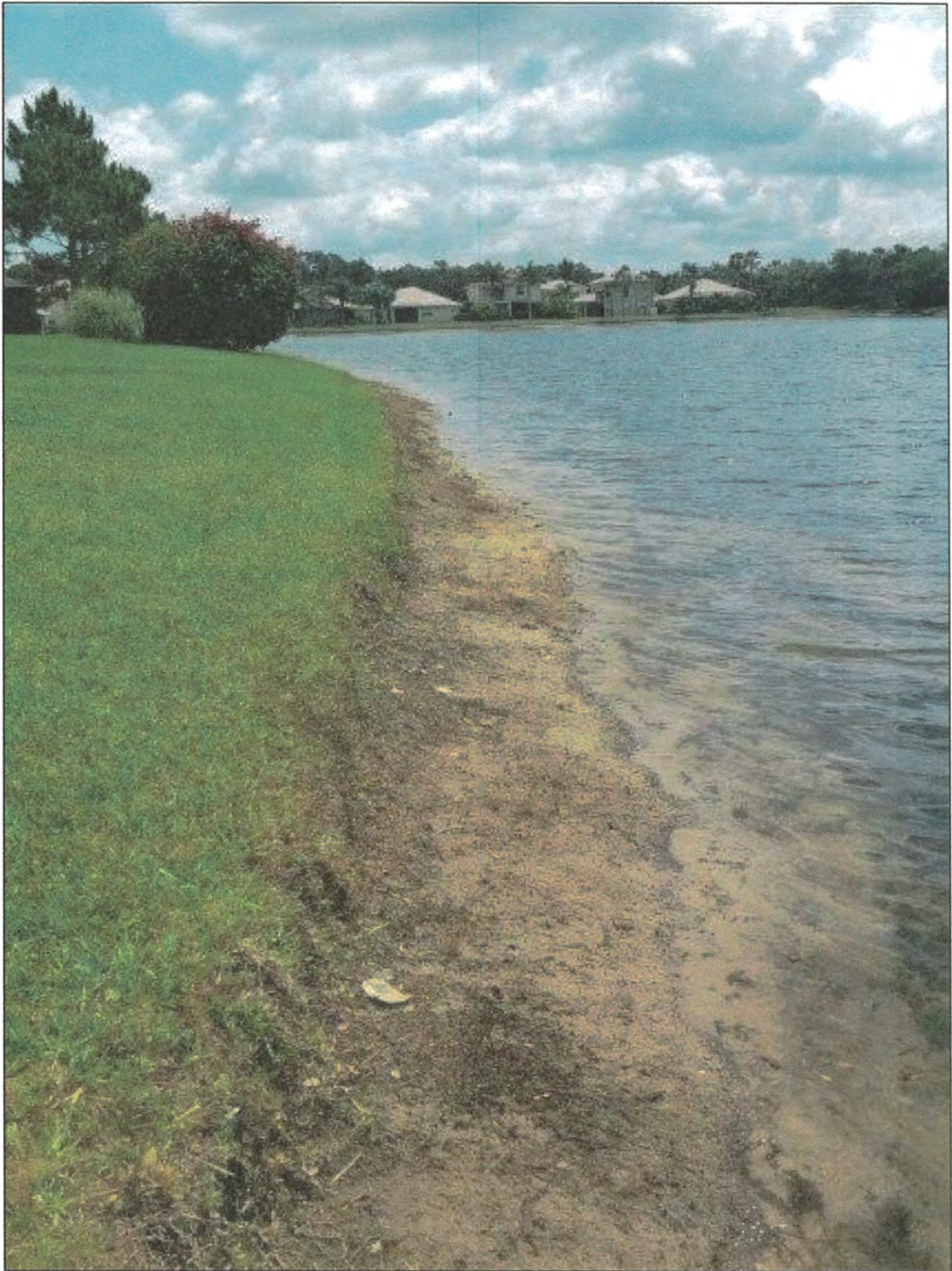


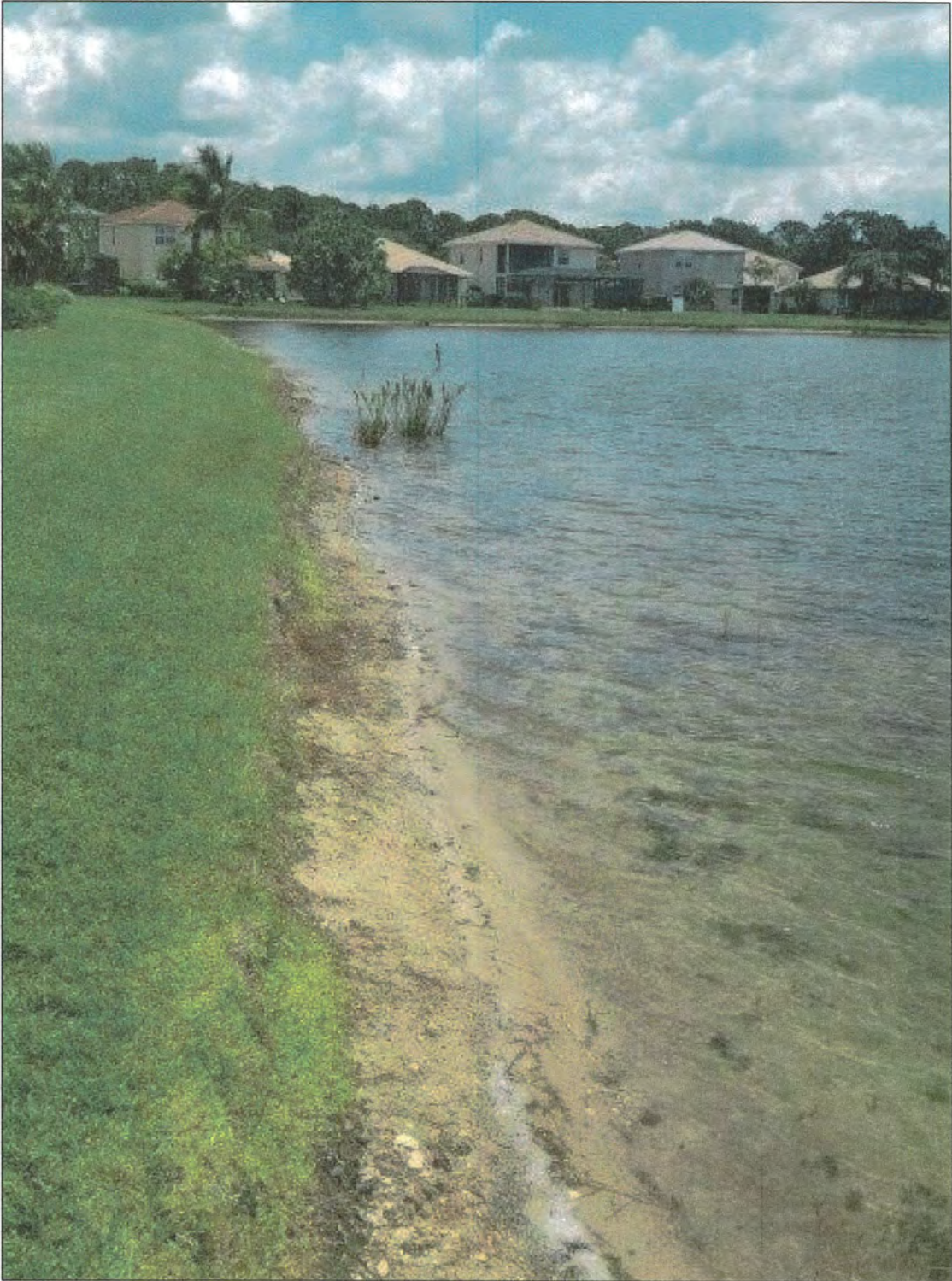
Print Date: 5/23/2019









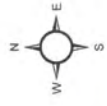


Lake 36

Legend

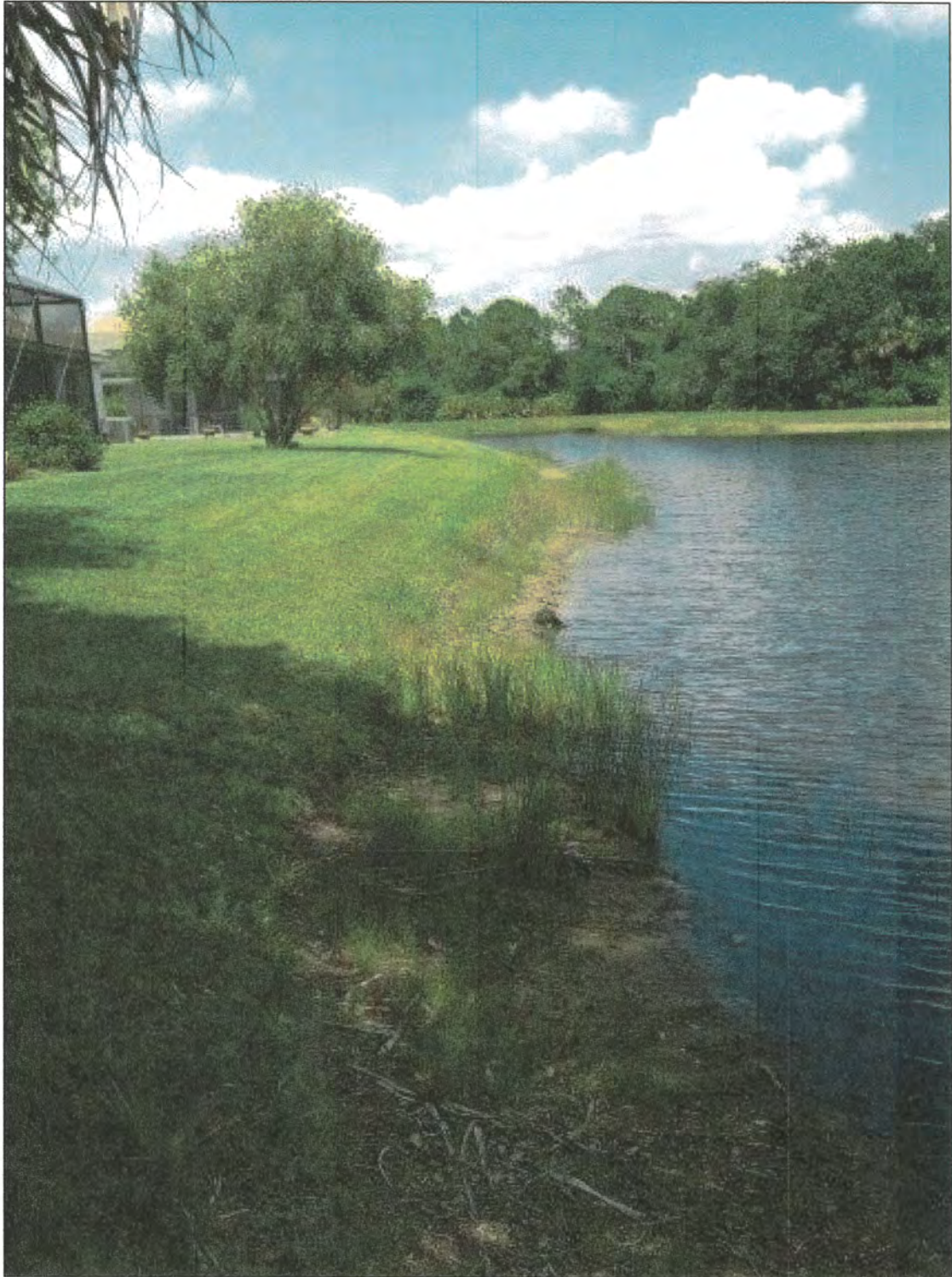


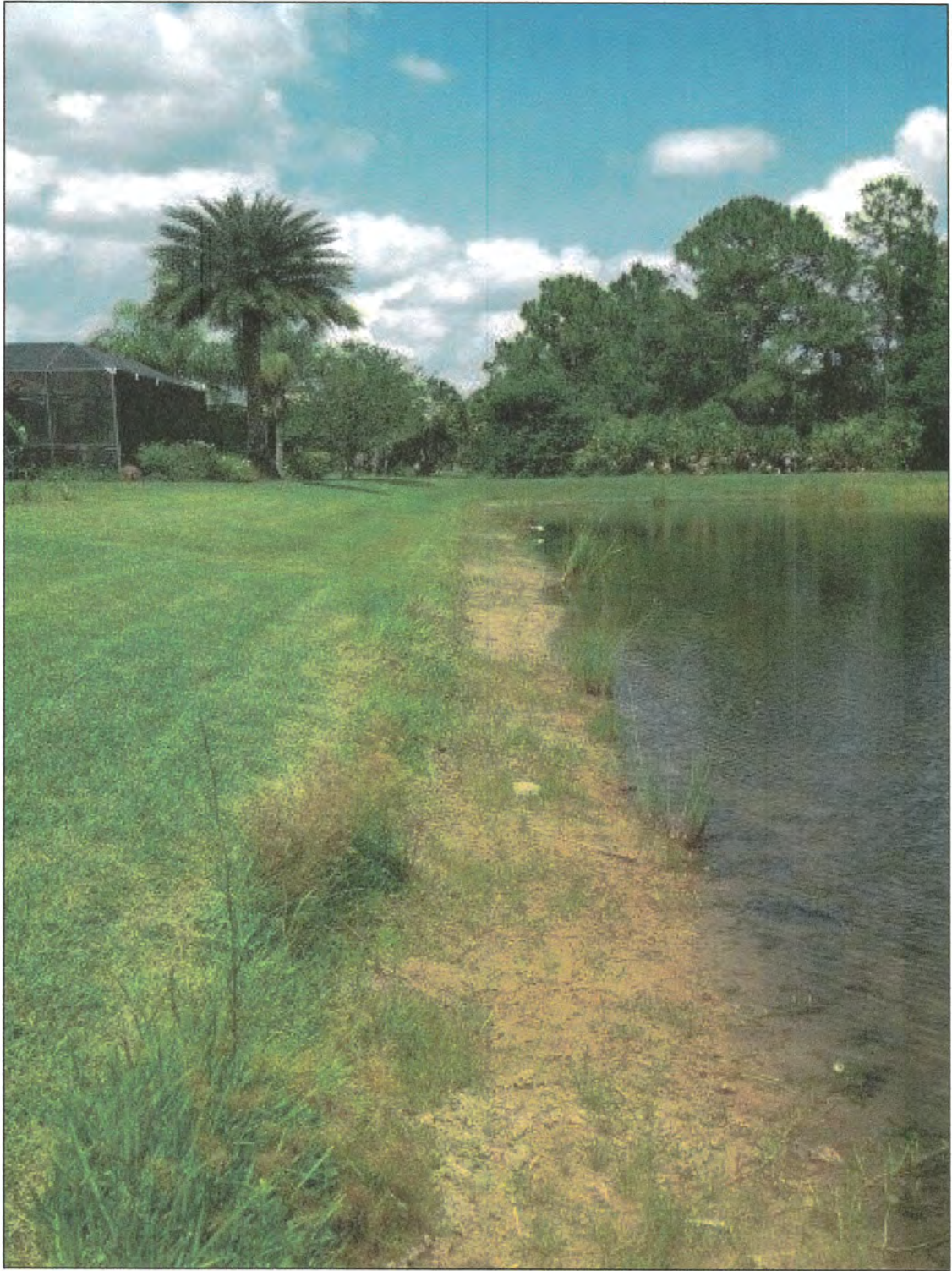
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Lake 37

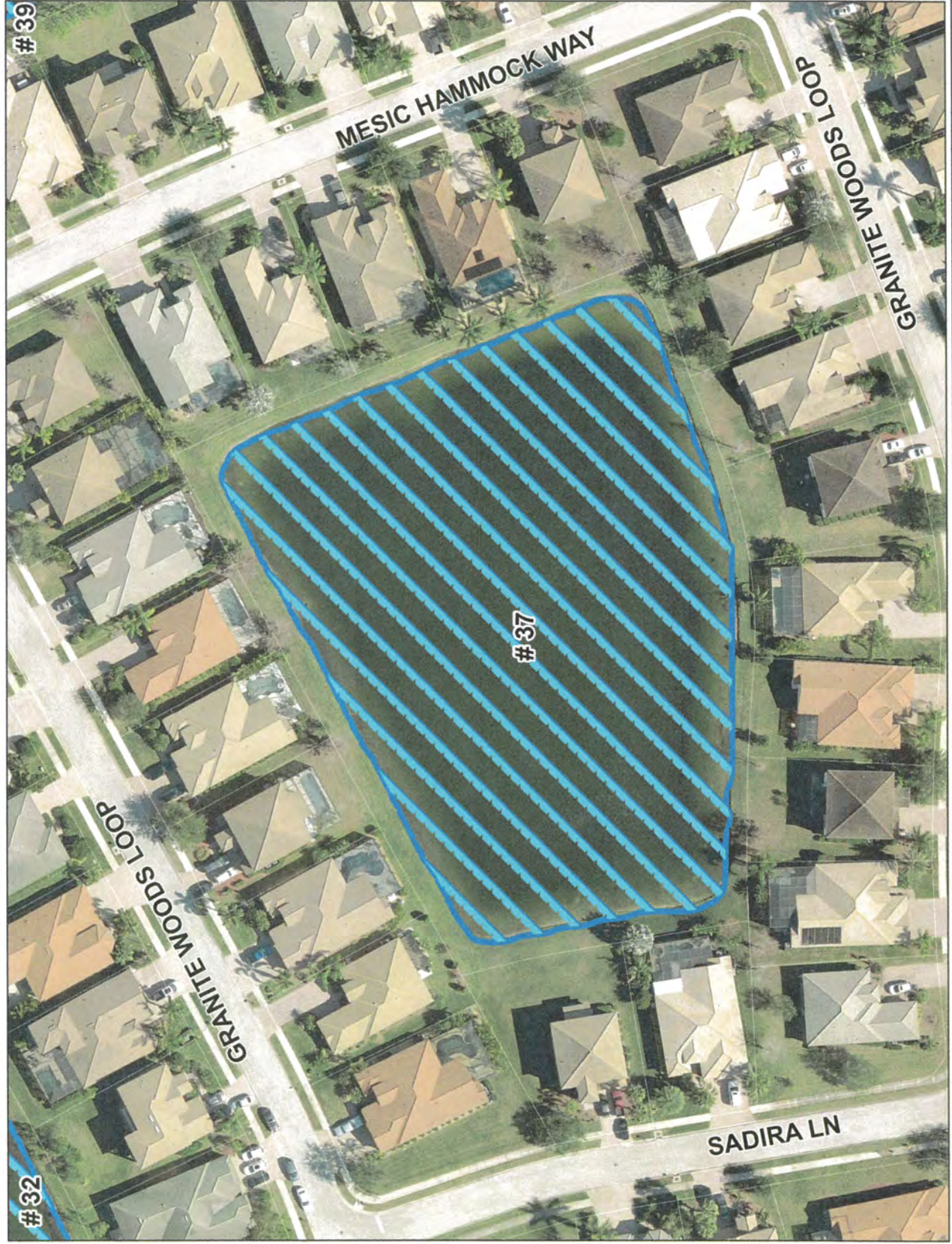
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Water



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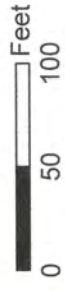
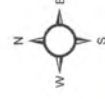




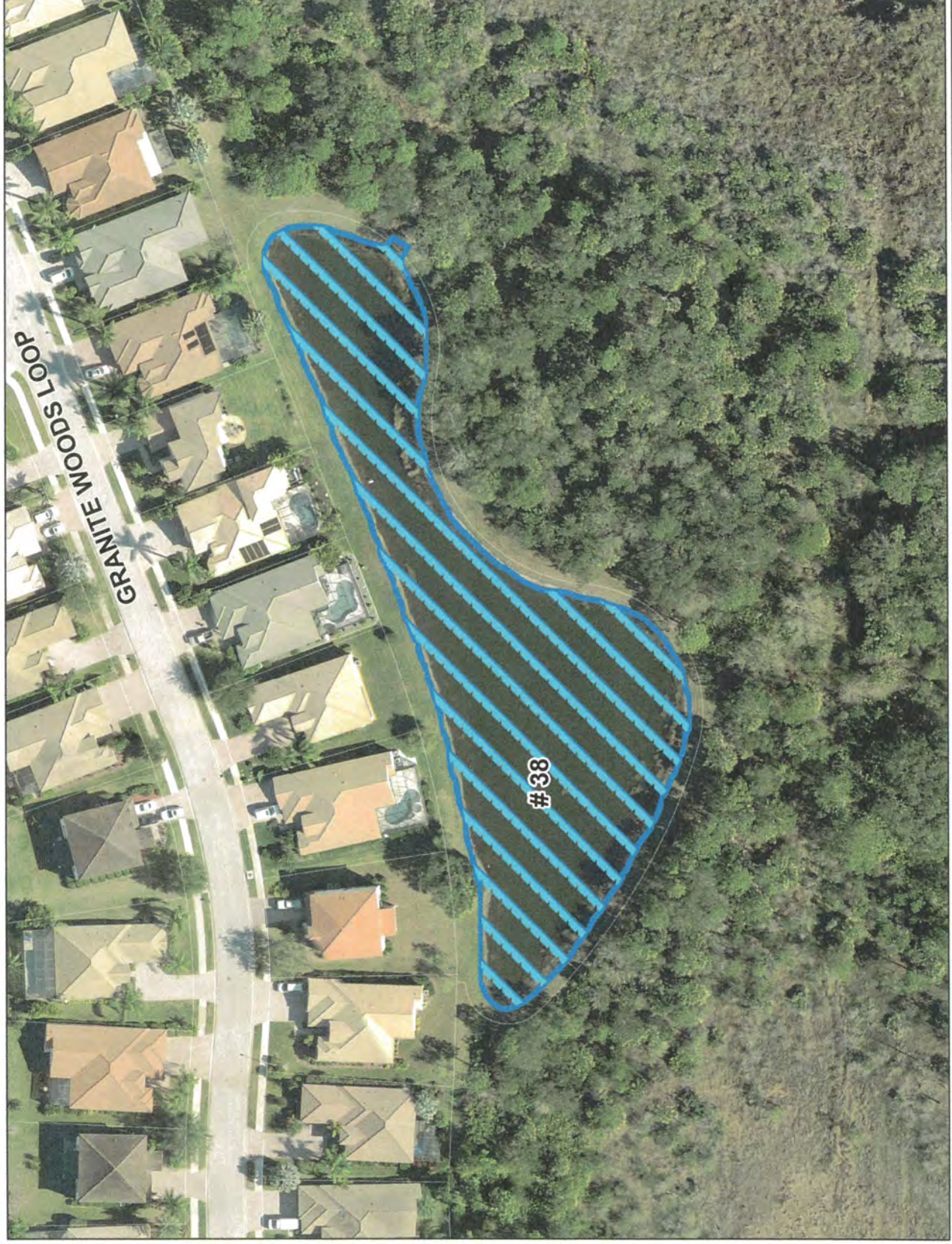


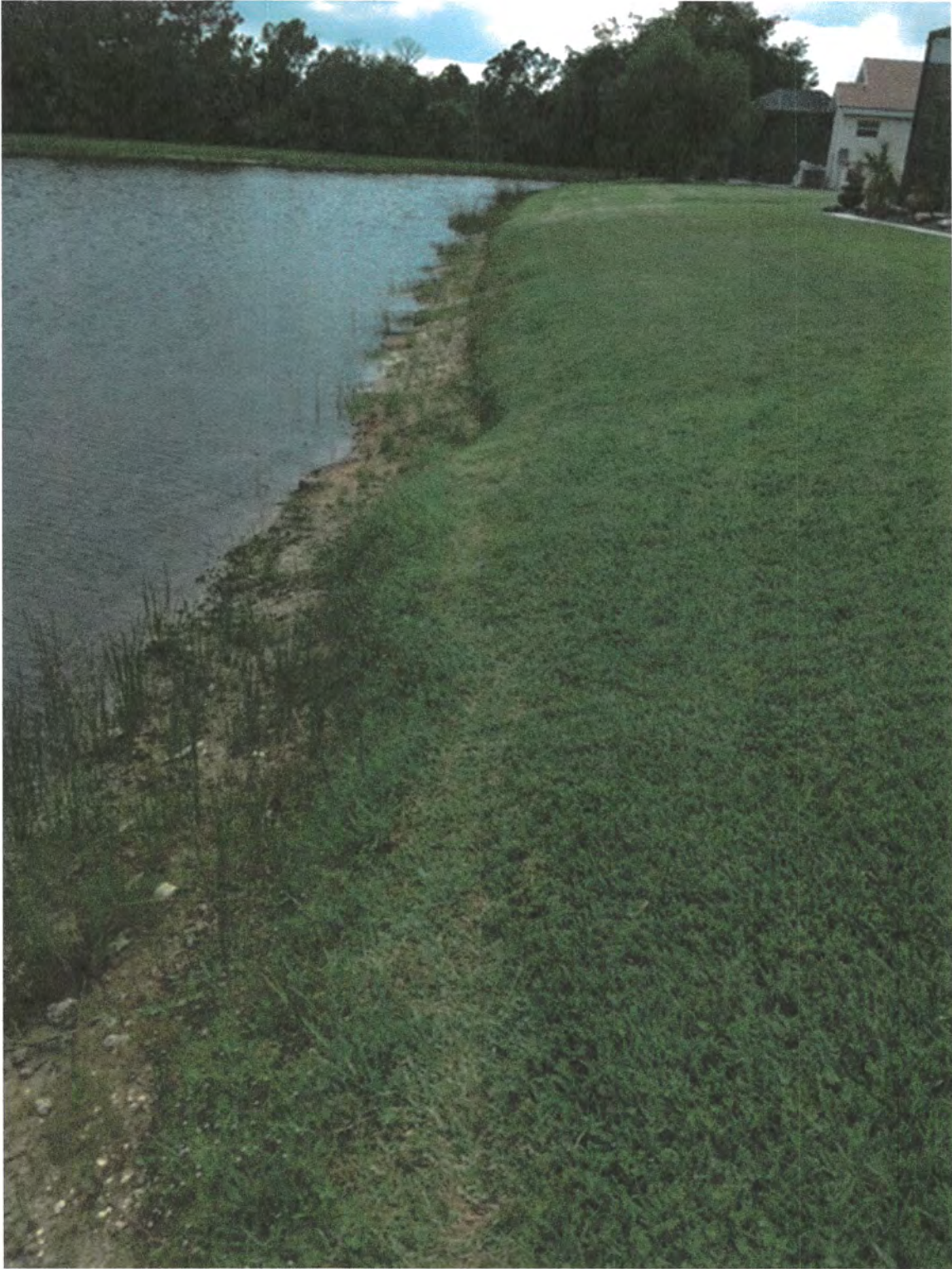


Lake 38

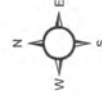


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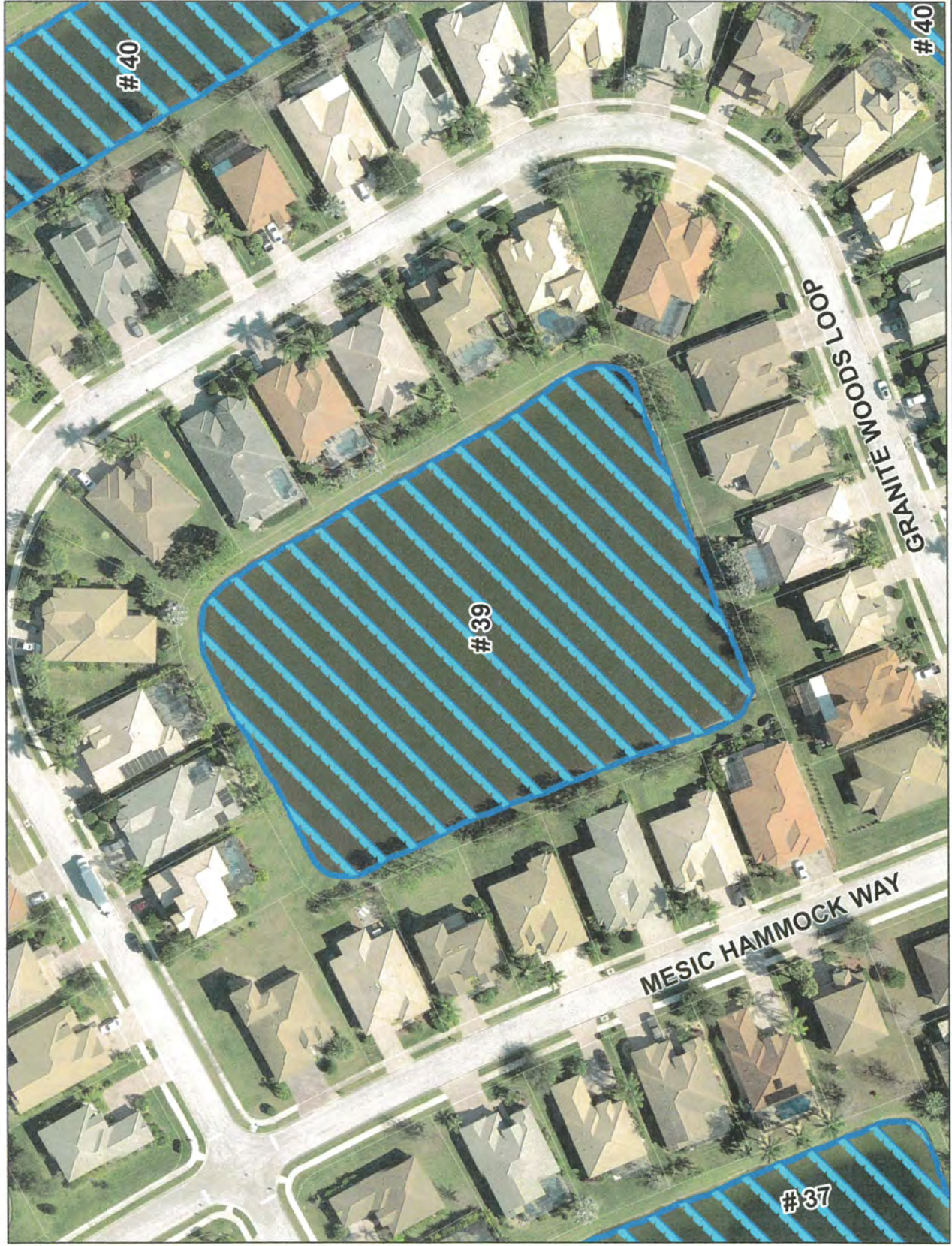
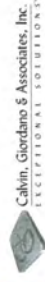




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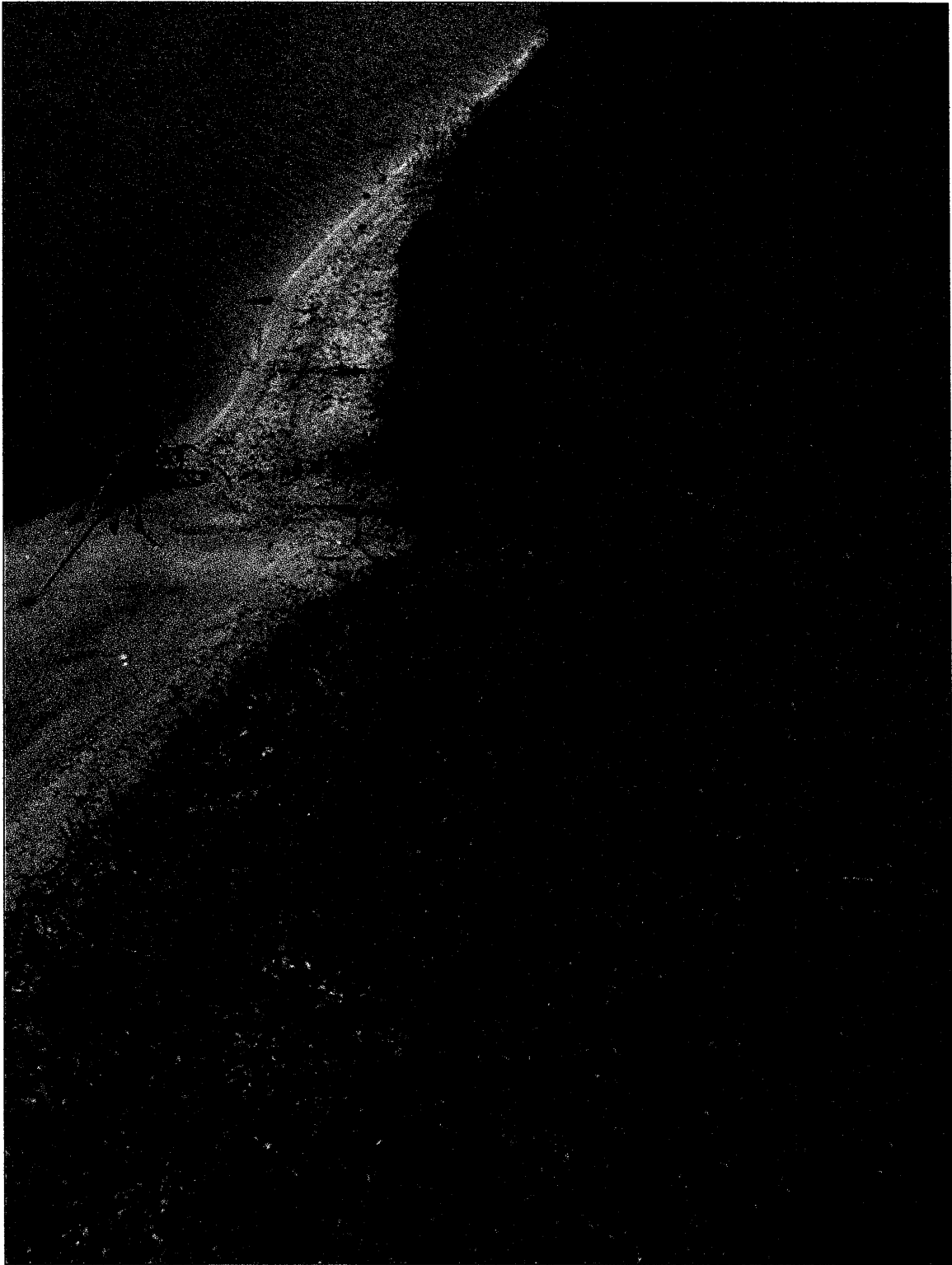


Print Date: 5/23/2019





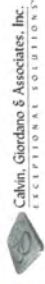


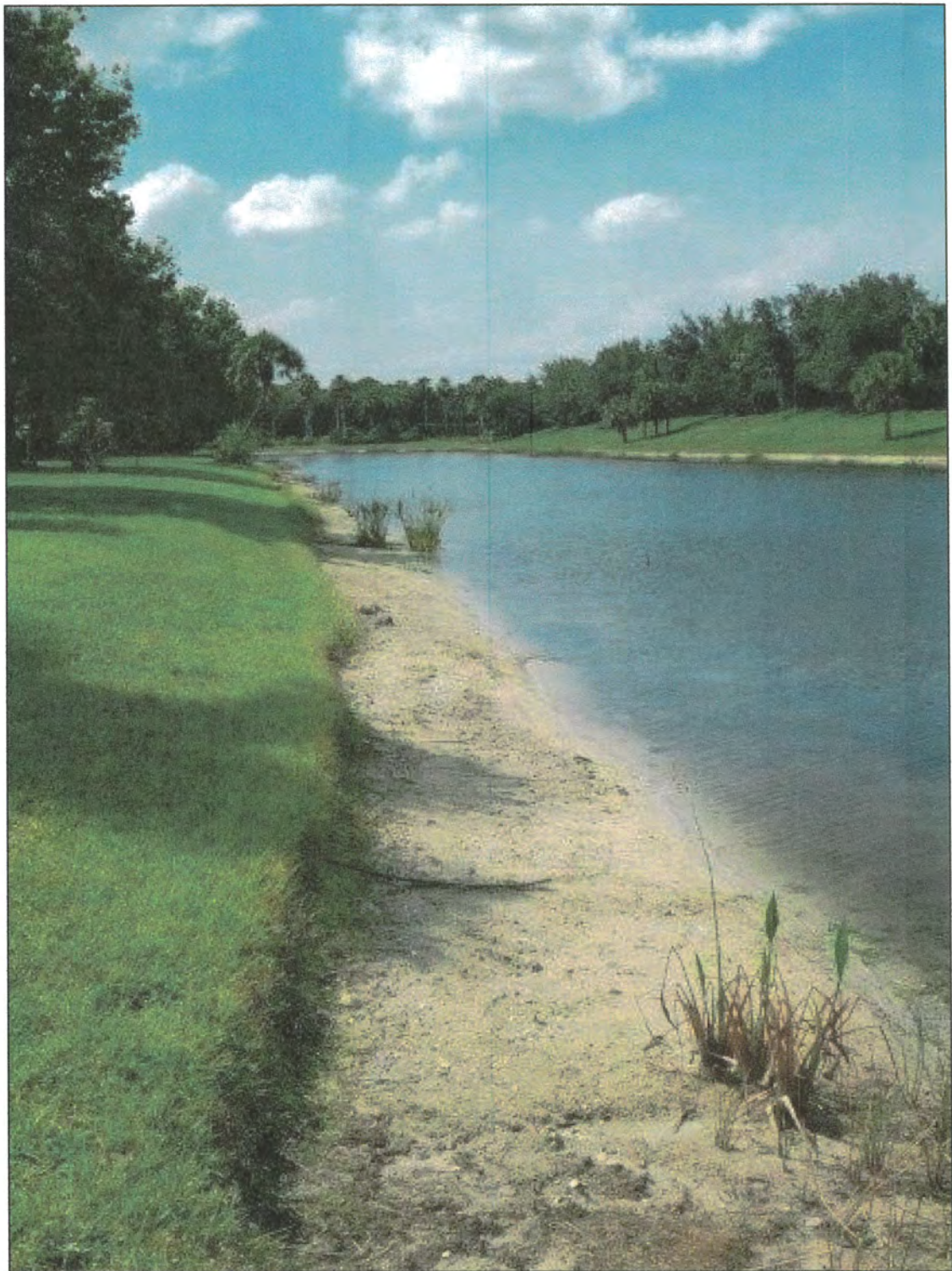


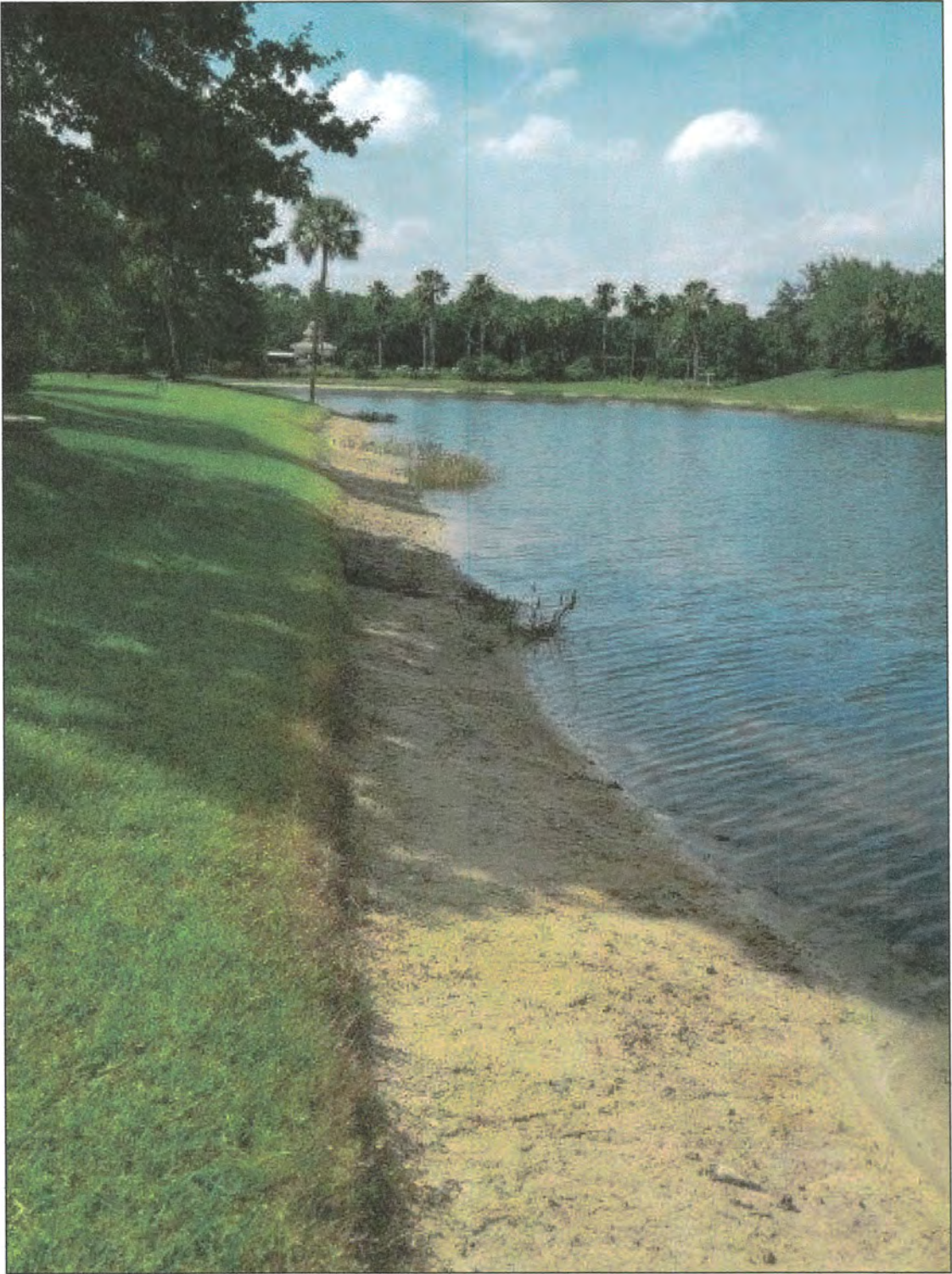
Lake 40



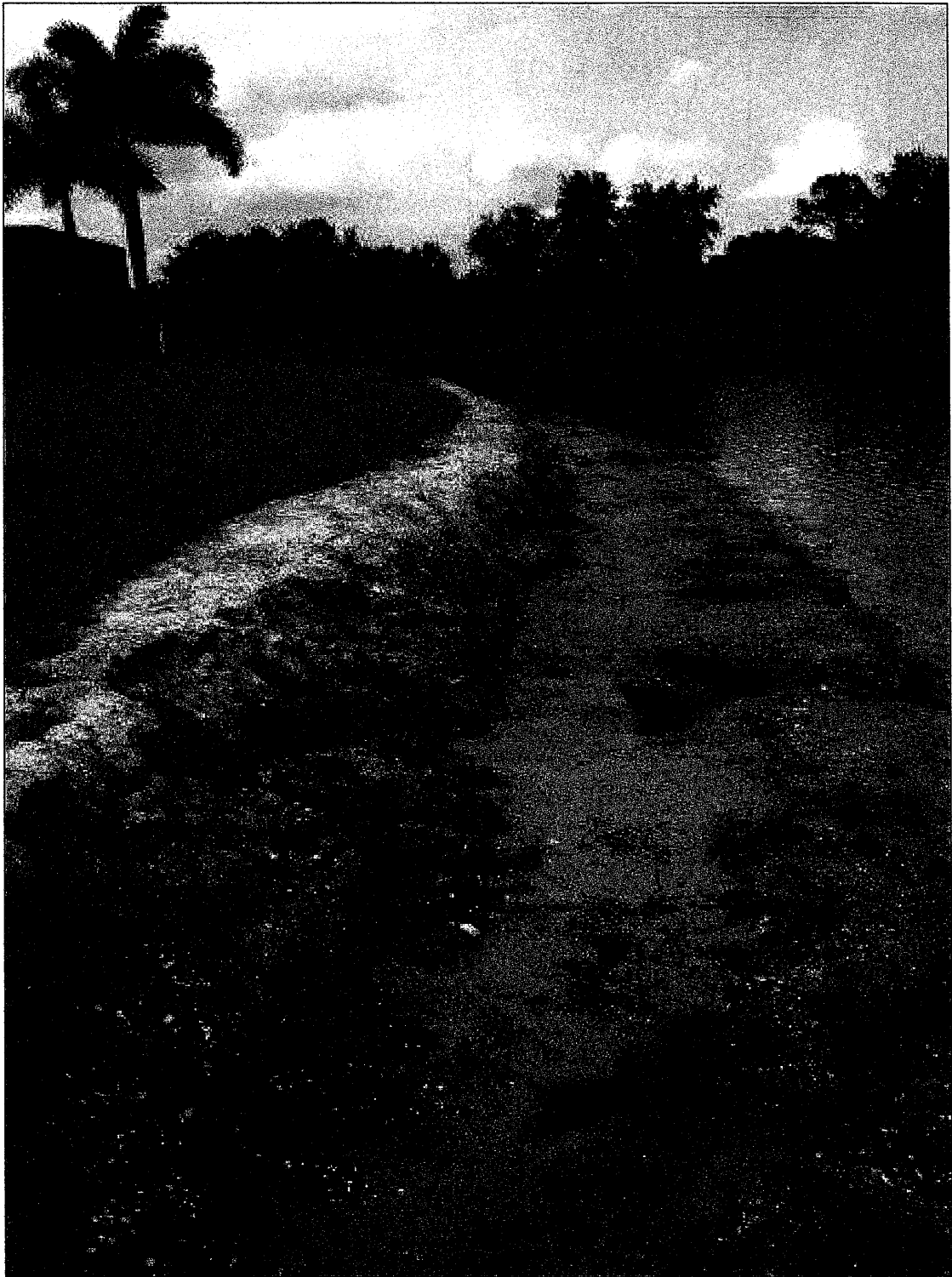
Print Date: 5/23/2019











RESOLUTION 2019-5

A RESOLUTION OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING A LAKE PROJECT FACT-FINDING COMMITTEE TO STUDY EROSION OF THE DISTRICT’S STORMWATER LAKES AND POTENTIAL SOLUTIONS TO THAT ISSUE; PROVIDING FOR MEMBERSHIP; DESCRIBING THE FUNCTION AND DUTIES OF THE COMMITTEE, AND ESTABLISHING PARAMETERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Stoneybrook at Venice Community Development District (“**District**”) was established by the Board of County Commissioners of Sarasota County, Florida for the purposes of planning, financing, constructing, operating and maintaining certain community infrastructure, including the District’s stormwater management system; and

WHEREAS, the District has been made aware of erosion issues with respect to the lakes comprising the stormwater system and desires to undertake a “**Lake Restoration Project**,” and

WHEREAS, for that purpose, the District’s Board desires to appoint a committee to conduct fact-finding regarding the extent of the erosion and any potential solutions for addressing those conditions; and

WHEREAS, pursuant to the Act, the District has, among others, the power to “exercise all of the powers, necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by” the Act; and

WHEREAS, the Board of Supervisors finds that the Lake Restoration Project will be improved by the establishment and creation of a fact-finding committee having the powers and serving the purposes which are more particularly provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

1. **Findings of Fact.** The statements contained in the foregoing recitals are determined by the Board of Supervisors to be true and correct, and are hereby adopted as findings of fact.

2. **Establishment of Lake Project Fact-Finding Committee; Membership.** There is hereby established a “fact-finding” committee to be known as the “**Lake Project Fact-Finding Committee**” (or, “**Committee**”), which Committee shall have the powers and authority as set forth herein. The Committee shall consist of the following three members, which members may be removed and/or replaced from time to time by motion of the Board:

- _____
- _____
- _____

3. **Functions and Duties; Parameters.** The Committee shall be delegated only the task of information gathering or fact-finding, with respect to: (a) gathering information regarding the current condition of the District's stormwater system and any need to repair the same, and (b) gathering information regarding potential alternatives for any such necessary repairs. The Committee shall not have any authority to make decisions, and shall present all information – including all potential alternative solutions – to the District's Board of Supervisors for consideration. The Committee shall not exclude any information and/or possible alternatives from disclosure to the Board. Stated differently, in no event shall the Committee possess any decision-making authority of any kind. The Committee shall provide any records (including but not limited to emails, etc.) obtained and/or created in connection with its functions and duties to the District's Manager for record-keeping consistent with Florida's Public Records Act, Chapter 119, *Florida Statutes*. Because the Committee's authority is limited to information gathering and fact-finding, the Committee shall not be subject to Florida's Sunshine Laws, Chapter 286, *Florida Statutes*.

4. **Severability.** If any provision of this Resolution is determined to be illegal or invalid by a court of competent jurisdiction, such illegal or invalid provision shall be of no force or effect; however, the remaining provisions of this Resolution shall continue in full force and effect.

5. **Effective Date.** This Resolution shall be effective upon adoption by the Board of Supervisors of the District, and may be rescinded at any time by action of the Board.

DONE AND RESOLVED, this 5th day of September, 2019 by the Board of Supervisors of the Stoneybrook at Venice Community Development District.

ATTEST:

James P. Ward, Secretary

Daniel Minnick, Chairman



User Name: JEarlywine

Date and Time: Thursday, August 22, 2019 7:49:00 PM EDT

Job Number: 95637715

Document (1)

1. [Wood v. Marston, 442 So. 2d 934](#)

Client/Matter: hgs/015

Wood v. Marston, 442 So. 2d 934:

Search Type: Natural Language

Narrowed by:

Content Type
Cases

Narrowed by
-None-



Caution

As of: August 22, 2019 11:49 PM Z

Wood v. Marston

Supreme Court of Florida

December 1, 1983

No. 63,341

Reporter

442 So. 2d 934 *; 1983 Fla. LEXIS 3012 **

TERRI WOOD, as Editor of the Verdict, THOMAS R. JULIN, and CAMPUS COMMUNICATIONS, INC., Petitioners, v. ROBERT Q. MARSTON and FLETCHER BALDWIN, Respondents

Prior History: **[**1]** Application for Review of the Decision of the District Court of Appeal - Direct Conflict of Decisions First District - Case Nos. AF-475 and AJ-393.

Core Terms

Sunshine, faculty, decision-making, staff, applicants, appointed, official act, district court, committees, delegated, decisions, meetings, state agency, universities, advisory, search-and-screen, recommended, candidates, injunction, advise, screen, public scrutiny, public meeting, staff member, take place, Accreditation, fact-finding, institutions, attorneys', functions

Case Summary

Procedural Posture

Petitioner media interests sought review of an order from the First District Court of Appeal (Florida), which reversed the decision in their favor, including the permanent injunction that had enjoined respondents, university president and committee chairman, from closing to the public any meetings of the search-and-screen committee during which official acts, including evaluations of the candidates for law school dean, would take place.

Overview

The intermediate reviewing court entered judgment in favor of respondents, university president and committee chairman, holding that they were shielded from the effect of the Sunshine Law, [Fla. Stat. ch.](#)

[286.011\(1\)](#), by the common law "staff" and the "remoteness from the decision-making process" exceptions. On review, the appellate court determined that the Sunshine Law was applicable to institutions of higher learning and that the search-and-screen committee was a board or commission within the meaning of the law, noting that the committee had both an "fact-gathering" role and a decision-making function in screening the applicants. The appellate court noted that in instructing the faculty to elect the search-and-screen committee to perform the elimination portion of the decision-making process, respondent university president delegated official acts to a board within the meaning of [Fla. Stat. ch. 286.011\(1\)](#). The appellate court quashed the decision that reversed the declaratory and permanent injunctive relief awarded to petitioner media interests, affirmed the entry of such relief, and remanded for a determination of petitioners' entitlement to attorney's fees.

Outcome

The appellate court quashed the decision to reverse the declaratory and permanent injunctive relief and affirmed the entry of such relief, holding that the search-and-screen committee was a state board or commission for purposes of the Florida Sunshine Law and that respondents, university president and committee chairman, were enjoined from closing to the public any committee meetings in which official acts would take place.

LexisNexis® Headnotes

Education Law > Departments of Education > State Departments of Education > Authority of Departments of Education

[HN1](#)**Authority of Departments of Education**

Fla. Stat. ch. 240.227(1) and (5) vest in the university president authority to appoint academic deans.

Administrative Law > Governmental
Information > Public Information > General
Overview

[HN2](#) See [Fla. Stat. ch. 286.011\(1\)](#).

Administrative Law > Governmental
Information > Freedom of Information > General
Overview

Business & Corporate Compliance > ... > Education
Law > Faculty & Staff > Personnel Records

Administrative Law > Governmental
Information > General Overview

Education Law > Students > Student
Records > General Overview

[HN3](#) The Public Records Law provides for public access to records made in connection with the transaction of official business by any agency. [Fla. Stat. ch. 119.011\(1\)](#). Institutions of higher education are not specifically identified in the definition of agency. [Fla. Stat. ch. 119.011\(2\)](#). Nonetheless, the legislature's clear intention that the Public Record Law apply to universities is evidenced by the existence of two narrow exceptions to that law which limit access to certain student and employee records. Fla. Stat. ch. 228.093, 240.237, and 240.253. Thus, in the Public Records Law, the coverage is expressed generally; exemptions are identified explicitly.

Administrative Law > Agency Rulemaking > State
Proceedings

[HN4](#)**State Proceedings**

Fla. Stat. ch. 120, the Administrative Procedure Act (APA), which governs the manner in which governmental agencies may take official action, contains no explicit inclusion of universities or institutions of higher learning in its definition of "agency." [Fla. Stat. ch. 120.52\(1\)](#). On the other hand "educational

unit" is defined to include state universities. [Fla. Stat. ch. 120.52\(6\)](#). Significantly, the only use of the term "educational unit" in the APA occurs in expressly excluding preparation and modification of curricula by an educational unit from the definition of "rule." [Fla. Stat. ch. 120.52\(14\)\(c\)\(4\)](#).

Education Law > Departments of Education > State
Departments of Education > Authority of
Departments of Education

Administrative Law > Governmental
Information > Public Information > Sunshine
Legislation

Education Law > Students > Search &
Seizure > Scope of Protection

Administrative Law > Agency Rulemaking > State
Proceedings

[HN5](#)**Authority of Departments of Education**

Search-and-screen committees evaluating applicants for the positions of Chancellor of the Board of Regents and presidents of community colleges are expressly exempted from the requirements of [Fla. Stat. ch. 286.011](#). Fla. Stat. ch. 240.209(2) and 240.319(3)(n).

Governments > Local Governments > Duties &
Powers

Administrative Law > Governmental
Information > Public Information > Sunshine
Legislation

Governments > Local Governments > Police Power

Administrative Law > Governmental
Information > Public Information > General
Overview

[HN6](#)**Duties & Powers**

The city manager's delegation of the elimination portion of the decision-making process to the citizens' advisory committee makes that committee a board within the meaning of the Sunshine Law, [Fla. Stat. ch. 286.011\(1\)](#).

Administrative Law > Governmental Information > Public Information > Sunshine Legislation

Administrative Law > Governmental Information > Public Information > General Overview

[HN7](#) Sunshine Legislation

When a member of the staff ceases to function in his capacity as a member of the staff and is appointed to a committee which is delegated authority normally within the governing body, he loses his identity as staff while operating on that committee and is accordingly included within the Sunshine Law, [Fla. Stat. ch. 286.011\(1\)](#).

Education Law > Departments of Education > State Departments of Education > Authority of Departments of Education

Administrative Law > Agency Rulemaking > State Proceedings

[HN8](#) Authority of Departments of Education

President of the University of Florida is an agency as defined in [Fla. Stat. ch. 119.011\(2\)](#).

Counsel: Thomas R. Julin of Steel, Hector and Davis, Miami, Florida; Terri Wood, Marathon Shores, Florida; Sandra Bieber-Allen, and Larry G. Turner, Gainesville, Florida, for Petitioners.

Chesterfield Smith, Julian Clarkson, Michael Fogarty, and Gregg Thomas of Holland and Knight, Tampa, Florida, for Respondents.

Jim Smith Attorney General; Joslyn Wilson and John J. Rimes, III, Assistant Attorneys General, Tallahassee, Florida, for State of Florida, Department of Legal Affairs.

Joseph W. Little, Gainesville, Florida, for Joseph W. Little and Winston P. Nagan, faculty members of the University of Florida College of Law.


Steven Carta of Smith, Carta and Ringsmuth, Fort Myers, Florida, for News-Press Publishing Co., Inc., Cape Publications, Inc., The Tribune Company, Palm Beach News Papers, Inc., and News & Sun-Sentinel, Inc.; and Parker D. Thomson, Sanford L. Bohrer, and Charles V. Senatore of Paul and Thomson, Miami, Florida, for The Miami Herald Publishing Company, Amicus Curiae.

Judges: Ehrlich, J. Alderman, C.J., Adkins, Boyd [****2**] and Shaw, JJ., concur. Overton, J., concurs specially with an opinion. McDonald, J., dissents with an opinion.

Opinion by: EHRlich

Opinion

[*936] The decision of the First District in [Marston v. Wood](#), [425 So.2d 582 \(Fla. 1st DCA 1982\)](#), is before us on grounds of direct and express conflict with decisions of this Court and other district courts. [Town of Palm Beach v. Gradison](#), [296 So.2d 473 \(Fla. 1974\)](#); [News-Press Publishing Co. v. Carlson](#), [410 So.2d 546 \(Fla. 2d DCA 1982\)](#); [Krause v. Reno](#), [366 So.2d 1244 \(Fla. 3d DCA 1979\)](#). We have jurisdiction. [Art. V, § 3\(b\)\(3\), Fla. Const.](#) We quash the decision of the First District.

At issue is the applicability of Florida's Sunshine Law, [section 286.011, Florida Statutes](#) (1979), to a faculty committee which seeks out and screens applicants for a university position to which the university president must make the final appointment. When Joseph Julin announced his retirement as the dean of the University of Florida College of Law, university president Robert Q. Marston set in motion the mechanism by which a university dean is appointed. [HN1](#)  Sections 240.227(1) and (5), Florida Statutes (1979), vest in the university president authority [****3**] to appoint academic deans. However, this authority is subject to a provision in the university constitution.

In making this appointment [a college dean] the President shall give consideration to the opinion of the faculty of the college concerned by consultation with *a special committee of at least three faculty members* elected by the faculty of the college.

Chapter IV, section 2(A)(3), Constitution of the University of Florida. (Emphasis supplied.) The president was also required to [****37**] consult the faculty on the appointment by the accreditation standards of the American Association of Law Schools (AALS) and the American Bar Association (ABA). ¹

¹ Section 6-6(c) of the AALS bylaws states in part:

The faculty shall exercise *substantial control* over decanal and faculty appointments. (Emphasis added.)

The ABA Accreditation Standards, as interpreted by the ABA, require even more intimate involvement of the faculty with the

Nothing, however, required Marston to make the final choice from the recommended panel. Marston instructed the law school faculty to elect a search-and-screen committee. The ten-person committee consisted of seven faculty members, Chesterfield Smith, a prominent attorney and benefactor of the school, and two non-voting student members. The purpose of the committee was to solicit and screen applications for the deanship and to submit for faculty approval a list of the best qualified applicants before **[**4]** forwarding the list to Marston for the final selection. The committee was advised by a university vice president, Dr. Robert Bryan, in a document entitled "Openness Procedures for Search for Dean for the College of Law," to treat any discussion of the qualifications of particular candidates as privileged communication to take place only in executive session. In other words, the evaluation process was to take place "out of the sunshine."

[5]** Petitioners, representing local news media interests, filed a complaint against Marston and Professor Fletcher Baldwin, the chairman of the committee, seeking a declaratory judgment and temporary and permanent injunction prohibiting Marston and Baldwin from excluding the press or the public from meetings of the search-and-screen committee. On April 2, 1980, Circuit Judge R.A. Green, Jr., entered an order granting the requested temporary injunction upon the posting of a bond. Marston and Baldwin filed an appeal which resulted in an automatic stay of the injunction, but Green vacated the stay upon motion of the petitioners. The First District denied a motion to reinstate the stay and affirmed the temporary injunction without opinion.

On July 24, 1981, after a full evidentiary hearing at

selection. Interpretation 5 of Accreditation Standard 205, adopted by the ABA in December, 1978, provides:


The law faculty shall have a substantial degree of involvement in the process by which a law dean is selected, appointed, or (as to terms over one year) reappointed. The process should entail a joint effort by the law faculty and the university administration of (sic) governing board. *Except in rare cases and for compelling reasons, a law dean shall not be appointed or reappointed over the objections of a majority of the law faculty.* (Emphasis added.)

Accreditation is important to the University of Florida College of Law because article III, section 1(b) of the Rules of the Supreme Court Relating to Admissions to the Bar requires that to be eligible for admission to The Florida Bar one must have graduated from a school accredited either by the AALS or the ABA.

which both sides were represented and presented testimony, Circuit Judge Benjamin Tench entered final judgment permanently enjoining Marston and Baldwin from closing to the public any meetings of the search-and-screen committee during which official acts, including evaluations of candidates, would take place. Judge Tench later granted petitioners' motion for attorneys' fees and costs. Marston **[**6]** and Baldwin complied with the injunction in all respects and the search and screen procedures were subject to public scrutiny at all times. Nonetheless, respondents appealed the final judgment and the fee award.

The First District reversed the permanent injunction, the declaratory judgment and the cost and fee award and directed entry of a final judgment for the respondents. In reaching its decision, the First District found that the committee was shielded from the effect of the Sunshine Law ² by two common-law exceptions to its **[*938]** operation, the "staff exception" discussed in [Occidental Chemical Co. v. Mayo, 351 So.2d 336 \(Fla. 1977\)](#) and [Bennett v. Warden, 333 So.2d 97 \(Fla. 2d DCA 1976\)](#), and "remoteness from the decision-making process" discussed in [Bennett v. Warden](#).

[7]** We note that the Sunshine Law was enacted in the public interest to protect the public from "closed door" politics and, as such, the law must be broadly construed to effect its remedial and protective purpose. [Canney v. Board of Public Instruction, 278 So.2d 260 \(Fla. 1973\)](#); [Board of Public Instruction v. Doran, 224 So.2d 693 \(Fla. 1969\)](#). This Court has consistently refused to permit governmental entities to carry out decision-making functions outside the law. [Canney](#); [City of Miami Beach v. Berns, 245 So.2d 38 \(Fla. 1971\)](#); [Doran](#). Respondents, however, argue that the Sunshine Law was never intended to be applicable to institutions of higher learning and that the search-and-screen committee is not a board or commission within the meaning of the law, contending that the legislature explicitly identifies universities or institutions of higher

² 286.011 Public meetings and records; public inspection; penalties.- [HN2](#) 

(1) All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting.

learning as such when it intends to include those entities within the provisions of an act. An examination of two chapters of Florida Statutes closely related in purpose and policy to the Sunshine Law refutes this contention.

Chapter 119, [HN3](#) [↑] The Public Records Law, provides for public access to records made "in connection with the **[**8]** transaction of official business by any agency." [§ 119.011\(1\), Fla. Stat.](#) (1981). Institutions of higher education are not specifically identified in the definition of agency. [§ 119.011\(2\), Fla. Stat.](#) (1981). Nonetheless, the legislature's clear intention that the Public Record Law apply to universities is evidenced by the existence of two narrow exceptions to that law which limit access to certain student and employee records. See §§ 228.093, 240.237, 240.253, Fla. Stat. (1981). Thus, in the Public Records Law, the coverage is expressed generally; exemptions are identified explicitly.

Similarly, [HN4](#) [↑] Chapter 120, Florida Statutes (1981), the Administrative Procedure Act (APA), which governs the manner in which governmental agencies may take official action, contains no explicit inclusion of universities or institutions of higher learning in its definition of "agency." [§ 120.52\(1\), Fla. Stat.](#) (1981). On the other hand "educational unit" is defined to include state universities. [§ 120.52\(6\), Fla. Stat.](#) (1981). Significantly, the only use of the term "educational unit" in the APA occurs in expressly excluding preparation and modification of curricula by an educational unit **[**9]** from the definition of "rule." [§ 120.52\(14\)\(c\)\(4\), Fla. Stat.](#) (1981). Again, the legislature has enacted a law of broad applicability to which it has made an explicit exception for one specific activity of state universities.

A similar pattern emerges in considering the application of the Sunshine Law to institutions of higher learning. The legislature has explicitly exempted [HN5](#) [↑] search-and-screen committees evaluating applicants for the positions of Chancellor of the Board of Regents and presidents of community colleges from the requirements of [section 286.011](#). §§ 240.209(2), 240.319(3)(n), Fla. Stat. (1981). Thus, the conclusion is inescapable that the university is a state agency not exempted from the provisions of the Sunshine Act by any legislative enactment.

The search-and-screen committee had an admitted "fact-gathering" role in the solicitation and compilation of applications. It had an equally undisputed decision-making function in screening the applicants. In deciding

which of the applicants to reject from further consideration, the committee performed a policy-based, decision-making function delegated to it by the president of the university through the faculty as **[**10]** a whole. Nor does the fact that the results were submitted to the faculty as a whole, which had the authority to review the work of the screening committee, render **[*939]** the committee's function any less policy-based or decision-making. The district court placed great emphasis on the fact that the faculty as a whole rejected one entire panel of candidates submitted by the committee and recommended for further consideration a candidate rejected by the committee, but we do not find this point dispositive.

The facts of this case are clearly analogous to the facts in *Town of Palm Beach v. Gradison*, *News-Press Publishing Co. v. Carlson* and *Krause v. Reno*. Each of those cases involved delegation of a portion of the decision-making authority to an advisory group. In *Town of Palm Beach*, the advisory committee was comprised of citizens who functioned as an element of the zoning commission "to make tentative decisions guiding the zoning planners and advising the [Town] Council as to their ultimate zoning ordinances." [296 So.2d at 474](#). In spite of the fact "that the Town Council had the authority to override any changes induced by the zoning commission and 'would do so **[**11]** without timidity,'" [id. at 475](#), the citizens' advisory committee was found to be performing official acts and was therefore within the scope of the Sunshine Law. Analogously, in this case, the power of the faculty as a whole to review and reject the decisions of the committee does not alter the fact that those decisions were made. Those decisions are official acts which must be made in the sunshine.

In *Krause*, a city manager had appointed a citizens' advisory group to screen applicants for the position of chief of police. The committee was authorized "to meet together and jointly screen applications, conduct interviews, evaluate candidates, and recommend four or five of the best candidates." [366 So.2d at 1246](#). The threshold question there as here was whether the advisory body itself could be controlled by the Sunshine Law. The city manager, the individual authorized in his official capacity to make the hiring decision, was not bound to select the police chief from among the candidates recommended to him. The Third District, citing *Town of Palm Beach*, recognized that [HN6](#) [↑] the city manager's delegation of the elimination portion of the decision-making process to the citizens' **[**12]** advisory committee made that committee a board within

the meaning of the Sunshine Law. *Id. at 1251-52*. The parallel to the instant case is clear. In instructing the faculty to elect the search-and-screen committee to perform the elimination portion of the decision-making process, Marston delegated official acts to a board within the meaning of [section 286.011\(1\)](#).

News-Publishing Co. v. Carlson involved a delegation of decision-making authority to an ad hoc committee comprised of staff members. The Second District, with a precise and accurate analysis of the import of *Occidental Chemical* and *Bennett v. Warden*, correctly focused on the *nature* of the act performed, not on the make-up of the committee or the proximity of the act to the final decision. Finding the acts to be decision-making, in spite of the review procedures prior to ratification of the decision made, and noting that the staff members were also decision-makers performing official acts, the district court properly held that the operations of that committee were open to public scrutiny.

The facts now before us illustrate a review of a decision-making process, which cannot serve to replace the public **[**13]** right of first-hand access to that process. Just as the faculty had a right to review and reject the committee's work, it had discretion to pass the recommendations along without further discussion or evaluation. We are not persuaded by respondents' characterization of the review process in *News-Publishing* as "rubber stamp" proceedings, distinguishable from the active review of committee decisions exercised by the full faculty here. Review is a second-hand retrospective reflection upon the decision-making process, not the first-hand observation to which the public is entitled. Where a body merely reviews decisions delegated to another entity, the potential for rubber-stamping always exists. To allow a review procedure to insulate **[*940]** the decision itself from public scrutiny invites circumvention of the Sunshine Law. We reaffirm the position enunciated by Justice Adkins in *Town of Palm Beach*:

The statute should be construed so as to frustrate all evasive devices. This can be accomplished only by embracing the collective inquiry and discussion stages within the terms of the statute, as long as such inquiry and discussion is conducted by any committee or **[**14]** other authority appointed and established by a governmental agency, and relates to any matter on which foreseeable action will be taken.

[296 So.2d at 477](#).

Neither do we read *Occidental* and *Bennett v. Warden* as enunciating exceptions to the Sunshine Law so much as delineating certain exchanges of information which are not "decision-making" in nature, and which were thus not official acts within the meaning of the Law.

In *Occidental Chemical*, a purchaser of electric power from Florida Power Corporation sought to challenge the Public Service Commission's ratification of a Florida Power Corporation rate increase on grounds that the decision to grant the increase was made in violation of the Sunshine Law. This Court rejected that challenge, holding, in the face of a "broad-brush argument" that commissioners' meetings with staff should all take place in the sunshine, that the staff itself was not subject to the Sunshine Law. 351 So.2d at 341. This statement, taken out of context is the source of the argument for the existence of a staff exception. However, the Court elucidates the actual reason for refusing to invalidate the PSC decision further:

Occidental **[**15]** argues, more narrowly, that because the agenda conference lasted only 90 minutes and resulted in adoption of the pre-prepared staff proposal, the commissioners either met in private to reach a consensus or delegated their decision-making responsibility to staff. . . . There is, of course, no evidence in this record that the commissioners met in secret or used staff members as intermediaries in order to circumvent public meeting requirements. The Commission suggests that it is just as reasonable on this record to assume, contrary to *Occidental's* assumptions, that the commissioners individually studied Florida Power's petition in light of the extensive data they personally heard developed at the hearings, that they reached independent judgments on the many issues involved in rate-making, and *that in doing so they would have been privileged to call upon staff members for legal advice or for an amplification of facts*.

[Id. at 341-42](#). (Emphasis supplied; footnote deleted.) Clearly, the privileged function of staff is to inform and advise the decision-maker; the Court does *not* hold that a delegation to staff members of decision-making authority would be similarly **[**16]** privileged. Rather,

the record failed to support a charge of any such circumvention of the public meeting requirement. Thus the delegation issue was not properly before the Court.

Nor does *Bennett v. Warden* serve to shelter official acts delegated to staff from public scrutiny. In that case, Bennett, as president of St. Petersburg Junior College, met periodically in private with a group of junior-college employees to discuss working conditions at the junior college. This practice was challenged as violative of the Sunshine Law by a labor organizer frustrated in her attempts to unionize the employees. The Second District found no violation, holding, *inter alia*, that the meetings were not decision-making in nature, but were "for the purpose of 'fact-finding' to assist him in the execution of [his] duties," [333 So.2d at 99](#), and we approve the holding that such fact-finding staff consultations are not subject to the Sunshine Law.


Bennett v. Warden is also the source of the second "exception" on which the district court relied, remoteness from the decision-making process. In examining the process by which information gathered in the informal meetings was analyzed, **[**17]** distilled and presented to the ultimate decision-making **[*941]** body, the district court identified three additional steps to ratification of any decision based on information gathered at these meetings. But central to the holding that the committee was shielded by remoteness were the further findings that

the facts are that the members thereof are appointed by and serve at the pleasure of the appellant, President Bennett; that there is no evidence beyond the naked knowledge of its existence and function that the Board of Trustees [the ultimate decision-maker] has reserved or exerted any control of any nature, kind or description over the CEC; that the matters discussed between the President and the CEC *are not policy matters* but, rather, constituted fact-finding expeditions by the President as executive officer of the Board.

[333 So.2d at 100](#). (Emphasis supplied.) There is no implication that any number of intermediary steps would shelter the committee from public scrutiny if it were to perform certain official acts which would shape or limit the final action taken by the Board of Trustees.

No official act which is in and of itself decision-making

can **[**18]** be "remote" from the decision-making process, regardless of how many decision-making steps go into the ultimate decision. Neither can the fact that members of the committee were staff shelter its official acts from public scrutiny.

[HNZ](#)  When a member of the staff ceases to function in his capacity as a member of the staff and is appointed to a committee which is delegated authority normally within the governing body, he loses his identity as staff while operating on that committee and is accordingly included within the Sunshine Law.

[News-Press Publishing Co., 410 So.2d at 548](#).

Nothing in the foregoing opinion is intended to impugn the respondents' motivations or dedication to open government. We note that the concerns expressed in respondents' brief are real and reasonable ones. Respondents vigorously contend that opening the committee's meetings would threaten dearly held rights of academic freedom. This Court recognizes the necessity for the free exchange of ideas in academic forums, without fear of governmental reprisal, to foster deep thought and intellectual growth. Nonetheless, this freedom is not to be used as a shield which could, in some other case on **[**19]** other facts, be used to mask abuses of the rights of others. We hasten to reassure respondents that nothing in this decision gives the public the right to be more than spectators. The public has no authority to participate in or to interfere with the decision-making process. Were the chilling effect respondents apprehend balanced against any less compelling a consideration than Florida's commitment to open government at all levels, we might agree that the burdens herein imposed were unduly onerous. Nonetheless, we note that the dean search did take place entirely in the sunshine and that the faculty and the committee were more than equal to the challenges of the situation.

For the foregoing reasons, the decision of the First District is quashed and the decisions of the Second District and Third District are approved. We affirm the trial court's entry of declaratory judgment and the permanent injunction. The district court expressly declined to decide petitioners' entitlement to attorneys' fees and that issue is remanded to the district court for

determination.³

[**20] It is so ordered.

[*942] ALDERMAN, C.J., ADKINS, BOYD and SHAW, JJ., Concur.

OVERTON, J., Concur specially with an opinion.

McDONALD, J., Dissents with an opinion.

Concur by: OVERTON

Concur

OVERTON, J., specially concurring.

I concur in the majority opinion. I write this concurring opinion to emphasize that it is important for public officials to recognize that this is the first decision of this Court which construes the "board or commission" provision of [section 286.011, Florida Statutes](#) (1981), to apply to committees established by a governmental executive. In [Town of Palm Beach v. Gradison, 296 So. 2d 473 \(Fla. 1974\)](#), the town council was clearly subject to the Sunshine Law. It established an advisory committee that functioned as an element of the council in its zoning responsibilities. This is somewhat different from the instant case, where the "executive" himself is not a "board or commission" under the open-meetings provision of the Sunshine Law. Allowing the town council in *Gradison* to create such a committee, which could meet in private, would clearly provide a means for governing bodies and boards to avoid the open-meetings requirement of the law. The [**21] majority holds that when the executive creates a committee and gives it decision- or policy-making authority (as distinguished from a fact-finding or a strictly advisory

³We note that Marston, as [HN8](#) [↑] president of the University of Florida, is an agency as defined in [section 119.011\(2\), Florida Statutes](#) (1979). Marston and Baldwin have been relieved of any personal liability for attorneys' fees and costs pursuant to a stipulation entered into before the trial court by the parties that Marston and Baldwin were acting on the advice of the agency's attorneys. Apparently, the parties agreed before the district court that the University of Florida would be responsible for any attorneys' fees awarded. [425 So.2d at 588](#) (Wigginton, J., dissenting). We note that without stipulating as to entitlement, the parties did stipulate to an amount which would be a reasonable award for fees and costs of representing appellees before the district court.

function), then the committee which has such authority must be subject to the Sunshine Law. I fully agree with the majority's approval of [Bennett v. Warden, 333 So. 2d 97 \(Fla. 2d DCA 1976\)](#), and that decision's premise that a Sunshine Law violation does not occur when a government executive uses his staff for fact-finding and assistance in fulfilling his duties. See also [Occidental Chemical Co. v. Mayo, 351 So. 2d 336 \(Fla. 1977\)](#). In my view, absent other constraints, a university president could examine the applications for a dean vacancy, have his staff verify the information, conduct personal interviews, and consult with selected faculty members concerning their views. Such a process would not violate the Sunshine Law as it now exists. It would be similar to the governor, or any other constitutional officer or department head, selecting his personnel and staff.

To avoid future problems, I suggest that executive branch officials clearly delineate the functions and responsibilities of any special boards, [**22] commissions, or committees they create to assist them in carrying out their responsibilities.

Dissent by: McDONALD

Dissent

McDONALD, J., dissenting.

I dissent. The result reached by the district court should be approved.

[Section 286.011, Florida Statutes](#) (1979), does not apply to a search committee for a dean to a state university. It is quite evident that the legislature never intended or even contemplated that it would. * For that subsection to apply:

- (1) There must be a state agency or authority.
- (2) There must be a board or commission of that state agency or authority.
- (3) Official acts are to be taken.

I see no express or implied finding of the legislature that a university in the [**23] State University System is a state agency or authority. Chapter 240, Florida

* § 240.227, Fla. Stat. (1979), sets out the powers and duties of the universities, one of which § 240.227(5), is involved here. If paragraph (5) is subject to [§ 286.011](#), it would seem that the activities prescribed in the other 25 paragraphs of § 240.227 would also have to be conducted in the sunshine.

Statutes, deals generally with postsecondary education in Florida, and it is that chapter, rather than [section 286.011](#), that the majority depends on here. Section 240.2011 defines the State University System, but does not indicate that its members are agencies or authorities of the state. On the other hand, that chapter, by section 240.207, creates the Board of Regents and describes its powers and duties; by section 240.307 it **[*943]** creates the State Community College Coordinating Board. These two bodies are obviously agencies of the state in supervising postsecondary education units.

The mission of the universities is not to govern or supervise, but rather is to develop human resources, to discover and disseminate knowledge, to extend knowledge and its application beyond the boundaries of its campuses, and the like. § 240.105(2). I recognize that the members of the State University System are subject to legislative enactments and that for budgetary purposes they are described as agencies. Nevertheless, I see no contemplation that an educational body was to be included within the purview of **[**24]** [section 286.011](#).

I approve of the concept that *what activities* of a clearly designated state agency or authority subject to the Sunshine Law should be broadly construed, but I don't think that concept should extend as to *what groups or organizations* are covered. Article I, section 23, provides that,

Every natural person has the right to be let alone and free from governmental intrusion into his private life except as otherwise provided herein. This section shall not be construed to limit the public's right of access to public records and meetings as provided by law.

Hence, the determination of what is a public meeting vitally affects one's constitutional right of privacy.

To include a college dean search committee within the purview of the public meetings law will require all applicants to discard their rights of privacy. The committee discussion of the applicants must be conducted for all to hear. I would think that these factors would have a chilling affect on qualified applicants from stepping forward. I also feel that requiring public discussion of the merits or demerits of an applicant would deter free and open discussion of an applicant by **[**25]** the members of the group. When we are not clearly required to do so we should not place such an inhibition on applicants for a deanship; we should not impair free and open discussion of the applicants. The majority's opinion does both.

Even assuming that the state universities are state agencies or authorities, it is clear to me that search committees appointed to recommend to the president an appointee for a deanship were not intended to be subject to [section 286.011](#). Subsection 240.209(2) excludes chancellor search committees from this statute even though the Board of Regents is surely a state authority. Subsection 240.319(3)(n) likewise excludes community college president search committees from the statute for the state agency known as the State Community College Coordinating Board. These provisions express a philosophy that *search committees* are not subject to the Sunshine Law. I have no doubt that, had the legislature contemplated that a member of the State University System was an agency within the contemplation of [section 286.011](#), it would have declared that search committees formed to assist a university in fulfilling its powers and duties to appoint, remove, and **[**26]** reassign vice presidents, academic deans, and other policy level positions reporting directly to the president would *not* be subject to its provisions. Why indeed would a search committee formed to find a chancellor or a college president be excluded while a search committee to find a dean be included? The specific exclusion from 286.011 obviously was not made because no one contemplated a claim that such committees would be included.

Another cogent reason a search committee is not subject to [section 286.011](#) is that it makes no official acts. It is simply an adviser, and here, is an adviser only to the faculty, which advises the president. On this issue I adopt the analysis of Judge Owen in the First District Court of Appeal's opinion. In this instance the search committee and, indeed, the entire faculty, to whom the committee reports, are the functional equivalent of staff. University rules and regulations require that faculty members serve on committees. This service is, therefore, an ordinary staff function and responsibility of cataloguing, evaluating, **[*944]** and forwarding information. The official act in reference to a dean is the appointing of one, not the **[**27]** recommending of an appointment. I would not extend [Krause v. Reno, 366 So.2d 1244 \(Fla. 3d DCA 1979\)](#) to this case. If that case is good authority, I would distinguish it on the ground that there is a great deal of difference between a chief of police of a city and an educational dean. Education is different from the performance of police functions.

The only purpose of the committee here is to advise the faculty which advises the president of which persons, in its opinion, would be appropriate choices for dean. The

decision-making power, the power to do an "official act," rests ultimately and solely with the president. Thus, the majority incorrectly sees this as "a delegation to staff members of decision-making authority," at 940, and the majority's reliance on the cases cited as being in conflict with the instant opinion is misplaced. The district court properly relied on the "staff exception" in reaching its decision. [*Occidental Chemical Co. v. Mayo*, 351 So.2d 336 \(Fla. 1977\)](#); [*Bennett v. Warden*, 333 So.2d 97 \(Fla. 2d DCA 1976\)](#).

Finding the faculty search committee not subject to subsection 286.011(1) is a common sense construction of that statute which will **[**28]** only serve to further the free exercise of academic and intellectual freedom. The majority advances a governmental interference into the selection of who is to lead an academic community which is totally inappropriate. In order to insure personal rights of privacy and academic freedom, legislation should be construed so that any intrusion is carefully limited. The majority has failed to do this.

I would approve the result reached by the district court.



User Name: JEarlywine

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1. [Sarasota Citizens for Responsible Gov't v. City of Sarasota, 48 So. 3d 755](#)

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Sarasota Citizens for Responsible Gov't v. City of Sarasota

Supreme Court of Florida

October 28, 2010, Decided

No. SC10-1647

Reporter

48 So. 3d 755 *; 2010 Fla. LEXIS 1787 **: 35 Fla. L. Weekly S 627

SARASOTA CITIZENS FOR RESPONSIBLE GOVERNMENT, etc., et al., Appellants, vs. CITY OF SARASOTA, FLORIDA, etc., et al., Appellees.

Prior History: **[**1]** An Appeal from the Circuit Court in and for Sarasota County -- Bond Validations. Robert B. Bennett, Jr., Judge -- Case No. 2009 CA 21849 NC, 2010 CA 02766 NC and 2010 CA 03194 NC.

Core Terms

Sunshine, negotiations, meetings, staff, bonds, member of the board, public meeting, trial court, consulted, individuals, e-mail, spring training, violations, funding, stadium, economic development, requirements, renovation, delegated, secret, decision-making, informational, facilities, decisions, financing, league, cured, terms, fact-finding, validation

Case Summary

Procedural Posture

Plaintiffs, citizens, sued defendants, a city, a county and others, alleging violations of the Florida Government in the Sunshine Law. The Circuit Court in and for Sarasota County (Fla.) validated the city and county's proposed bonds and denied the citizens' complaint. The citizens appealed.

Overview

The county board of commissioners (Board) entered into a memorandum of understanding (MOU) with a professional baseball team. The MOU obligated the team, among other things, to relocate to the city for spring training. The MOU called for the renovation of a stadium complex. Additionally, the MOU called for renovations at the team's minor league spring training facilities. The citizens contend that the trial court erred when ruling that a deputy county administrator and the individuals he consulted in negotiating with the team

(the so-called negotiations team) were not a board or commission subject to the Sunshine Law. The supreme court found that because the individuals consulted by the deputy county administrator served an informational role, the so-called negotiations team did not constitute an advisory committee subject to the requirements of the Sunshine Law. The informational briefings for individual members of the Board were not violations of the Sunshine Law. Any possible violations that occurred when Board members circulated e-mails among each other were cured by subsequent public meetings regarding the negotiations and agreement with the team.

Outcome

The judgment was affirmed.

LexisNexis® Headnotes

Governments > Local Governments > General Overview

HNT A trial court must make three determinations during a bond validation proceeding: (1) whether the public body has the authority to issue the subject bonds; (2) whether the purpose of the obligation is legal; and (3) whether the authorization of the obligation complies with the requirements of law. On appeal, an appellate court reviews the trial court's findings of fact for substantial competent evidence and its conclusions of law de novo.

Administrative Law > Governmental Information > Public Information > Sunshine Legislation

[HN2](#)  **Sunshine Legislation**

[Art. I, § 24\(b\), Fla. Const.](#) provides: All meetings of any collegial public body of the executive branch of state government or of any collegial public body of a county, municipality, school district, or special district, at which official acts are to be taken or at which public business of such body is to be transacted or discussed, shall be open and noticed to the public and meetings of the legislature shall be open and noticed as provided in [art. III, § 4\(e\), Fla. Const.](#), except with respect to meetings exempted pursuant to this section or specifically closed by the Florida Constitution.

Administrative Law > Governmental Information > Public Information > Sunshine Legislation

[HN3](#)  **Sunshine Legislation**

[Section 286.011, Fla. Stat.](#) (2009), commonly known as the Government in the Sunshine Law, provides in part: All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. The board or commission must provide reasonable notice of all such meetings.

Administrative Law > Governmental Information > Public Information > Sunshine Legislation

[HN4](#)  **Sunshine Legislation**

Because [§ 286.011, Fla. Stat.](#) was enacted in the public interest to protect the public from "closed door" politics the law must be broadly construed to effect its remedial and protective purpose. The statute should be construed so as to frustrate all evasive devices. This can be accomplished only by embracing the collective inquiry and discussion stages within the terms of the statute, as long as such inquiry and discussion is conducted by any committee or other authority appointed and established by a governmental agency, and relates to any matter on which foreseeable action

will be taken.

Administrative Law > Governmental Information > Public Information > Sunshine Legislation

[HN5](#)  **Sunshine Legislation**

Mere showing that the Government In The Sunshine Law has been violated constitutes an irreparable public injury. Therefore, where officials have violated [§ 286.011, Fla. Stat.](#), the official action is void ab initio.

Administrative Law > Governmental Information > Public Information > Sunshine Legislation

[HN6](#)  **Sunshine Legislation**

All governmental authorities in Florida are subject to the requirements of the Government in the Sunshine Law unless specifically exempted. [Art. I, § 24\(c\), Fla. Const.](#) The requirements may also apply to committees subordinate to or selected by traditional governmental authorities. The dispositive question is whether "decision-making authority" has been delegated to the committee. Where the committee has been delegated decision-making authority, the committee's meetings must be open to public scrutiny, regardless of the review procedures eventually used by the traditional governmental body. Where a body merely reviews decisions delegated to another entity, the potential for rubber-stamping always exists. To allow a review procedure to insulate the decision itself from public scrutiny invites circumvention of the Sunshine Law. In contrast, a committee is not subject to the Sunshine Law if the committee has only been delegated information-gathering or fact-finding authority and only conducts such activities. When a committee has been established for and conducts only information gathering and reporting, the activities of that committee are not subject to [§ 286.011, Fla. Stat.](#)

Administrative Law > Governmental Information > Public Information > Sunshine Legislation

[HN7](#)  **Sunshine Legislation**

With regard to sunshine legislation, whether, in fact, the delegation is a delegation of decision-making authority or fact-finding authority is evaluated according to the nature of the act performed, not on the make-up of the committee or the proximity of the act to the final decision.

Administrative Law > Governmental
Information > Public Information > Sunshine
Legislation

[HN8](#) **Sunshine Legislation**

In Florida, only advisory committees acting pursuant to a delegation of decision-making authority by the governmental entity are subject to the open meetings requirement of [§ 286.011, Fla. Stat.](#) Advisory committees functioning as fact-finders or information gatherers are not subject to [§ 286.011](#).

Administrative Law > Governmental
Information > Public Information > Sunshine
Legislation

[HN9](#) **Sunshine Legislation**

See [§ 288.075\(2\)\(a\), Fla. Stat.](#) (2009).

Administrative Law > Governmental
Information > Public Information > Sunshine
Legislation

[HN10](#) **Sunshine Legislation**

If an individual is not already a member of a board or commission governed by the Government in the Sunshine Law, nothing about working on economic development projects or receiving proprietary information converts him or her into one.

Administrative Law > Governmental
Information > Public Information > Sunshine
Legislation

[HN11](#) **Sunshine Legislation**

Meetings within the meaning of the Sunshine Law

include any gathering, formal or informal, of two or more members of the same board or commission where the members deal with some matter on which foreseeable action will be taken by the board. However, public officials may call upon staff members for factual information and advice without being subject to the Sunshine Law's requirements.

Administrative Law > Governmental
Information > Public Information > Sunshine
Legislation

[HN12](#) **Sunshine Legislation**

With regard to the Florida Government in the Sunshine Law, members of a collegial administrative body are not obliged to avoid their staff during the evaluation and consideration stages of their deliberations. Were this so, the value of staff expertise would be lost and the intelligent use of employees would be crippled.

Administrative Law > Governmental
Information > Public Information > Sunshine
Legislation

[HN13](#) **Sunshine Legislation**

In Florida, the Government in the Sunshine Law violations can be cured by "independent, final action in the sunshine," which are distinguished from mere ceremonial acceptance or perfunctory ratification of secret actions and decisions. Only a full, open hearing will cure a defect arising from a Sunshine Law violation. Such violation will not be cured by a perfunctory ratification of the action taken outside of the sunshine. Governmental actions will not be voided whenever governmental bodies have met in secret where sufficiently corrective final action has been taken.

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Susan H. Churuti and Michael S. Davis of Bryant Miller Olive, P.A., Tampa, Florida and Robert M. Fournier, City Attorney and Michael A. Connolly, Deputy City Attorney of Fournier and Connolly, P.A., Sarasota, Florida, on behalf of The City of Sarasota; Stephen E. DeMarsh, County Attorney, Frederick J. Elbrecht, and Alan W. Roddy, Deputy County Attorneys, Sarasota, Florida, and

Ed Vogel, III and Michael Lawrence Wiener of Holland and Knight, Lakeland, Florida, on behalf of Sarasota County, Board of County Commissioners of Sarasota County, Florida, Shannon Staub, Nora Patterson and Joe Barbetta, for Appellees.

Victor Lee Chapman of Barrett, Chapman and Ruta, P.A., Orlando, Florida, on behalf of First Amendment Foundation, Inc., as Amicus Curiae.

Judges: CANADY, C.J., and PARIENTE, LEWIS, QUINCE, POLSTON, LABARGA, and PERRY, JJ., concur.

Opinion

[*757] NO MOTION [**2] FOR REHEARING WILL BE ALLOWED.

PER CURIAM.

Sarasota Citizens for Responsible Government, et al., (collectively referred to as "Citizens") appeal a trial court's judgment validating bonds proposed for issuance by the City of Sarasota and the County of Sarasota in furtherance of an agreement bringing the Baltimore Orioles to Sarasota [*758] for spring training. ¹ On appeal in this Court, Citizens only allege Sunshine Law violations by the County. They do not challenge any other aspect of the bond validation proceedings, and they do not appeal the trial court's determination that the City did not violate the Sunshine Law. For the reasons explained below, we affirm the trial court.

I. BACKGROUND

As the trial court summarized,

[t]he Sarasota County Board of County Commissioners [Board] entered into a Memorandum of Understanding (MOU) with the Baltimore Orioles (Orioles) in July, 2009. The MOU obligated the Orioles, among other things, to relocate to Sarasota for spring training. Sarasota County is obligated to fund construction of facilities/facility improvements at the Ed [**3] Smith complex, the location within the City of Sarasota

where the Orioles are obligated to conduct spring training activities, and other facilities located elsewhere in the County.

Negotiation of the MOU with the Orioles followed unsuccessful attempts to retain the Cincinnati Reds in Sarasota and to secure relocation of the Boston Red Sox to Sarasota. In November, 2008, the [Board] instructed the County Administrator, James Ley, to initiate negotiations with the Orioles. Mr. Ley delegated this task to Deputy County Administrator David Bullock (Bullock). Negotiations between the County and Orioles began immediately and continued until the terms of the MOU were finalized in July, 2009. The MOU was approved by the [Board] at a public meeting on July 22, 2009. At that public hearing, the [Board] adopted an amended or modified Tourist Development Tax Ordinance, in part to provide part of the County's funding obligation under the MOU; approved an Interlocal Agreement with the City which included an obligation of the City to convey the Ed Smith complex to the County, to transfer funds to the County to offset part of the cost of construction and to undertake responsibility for environmental [**4] remediation, if required, at the complex; and adopted a resolution authorizing issuance of bonds for the purpose of financing costs associated with the improvements required by the MOU. Simultaneously, the City also authorized issuance of bonds to fulfill its obligations pursuant to the [!]Interlocal [A]greement.

More specifically, the MOU between the County and the Orioles states that the County shall provide "23.7 million to the Project" and that it is estimated the City's contribution will be approximately \$ 7.5 million, for a total not to exceed "\$ 31.2 million from all governmental sources." The MOU details that the proceeds of the County's bond issuance is "expected to be approximately \$ 18.7 Million," that the proceeds of "[c]ash collections of one-half (1/2) of one percent (1%) of the County's Tourist Development Tax" is "estimated to be approximately \$ 2 million," and that the County's "cash contributions from legally available non-ad valorem revenues" will not exceed \$ 3 million. The County is also required to maintain and contribute annually to a capital repair and improvements fund with the Orioles also contributing to this fund. The MOU further explains that the City's bond [**5] issue serviced by funds from the State of Florida Office of Tourism, Trade and Economic Development [*759] (OTTED) or a cash equivalent of non-ad valorem revenues will be "in

¹We have jurisdiction. See [art. V, § 3\(b\)\(2\), Fla. Const.](#); see also [Rowe v. Pinellas Sports Auth., 461 So. 2d 72, 74 \(Fla. 1984\)](#).

an amount no less than \$ 7.5 million."

The MOU calls for the renovation of the Ed Smith Stadium complex, including a renovated clubhouse, batting cages, pitching mounds, practice fields, parking facilities, utilities, etc. Additionally, the MOU calls for renovations at the Orioles' minor league spring training facilities located at County-owned Twin Lake Park, including practice fields, a renovated clubhouse, administrative offices, batting cages, utilities, weight rooms, pitching mounds, etc. The MOU provides that the Orioles' lease of these facilities commences on November 1, 2009 and continues through October 31, 2039. The Orioles may not relocate its major league and minor league spring training operations from Sarasota during this lease term, and the Orioles' rent for this lease term is \$ 1.00. However, the Orioles are generally responsible for the operating, maintenance, and repairs expenses. The Orioles are to manage the ticketing and parking operations and are to receive the revenue from concessions. But the County **[**6]** maintains some ability to use both the major league and minor league sites for civic-oriented events and for natural disaster purposes. In the MOU, the County and the Orioles also "acknowledge that it is mutually beneficial to facilitate the establishment of a youth baseball academy" at the minor league site.

The Interlocal Agreement between the City and the County requires the City to transfer ownership of the Ed Smith Stadium complex to the County. It also requires the City to pay the environmental remediation costs associated with this facility. The City is further required to "use its best efforts to issue its bonds to be repaid by the OTTED funds . . . in an amount estimated to be not less than \$ 7.5 million."

The terms of the MOU and Interlocal Agreement were the result of extensive negotiations. In furtherance of the Board's directive to begin negotiations with the Orioles, Bullock retained two consultants for their baseball expertise and also consulted with County staff, including the County's chief financial officer, the County's attorney, the County's parks and recreation director, and a County planning coordinator. Bullock's communications and discussions with these individuals **[**7]** were not advertised or otherwise treated as public meetings.

The negotiations with the Orioles took place intermittently over a series of months through meetings, phone calls, and e-mailed documents involving different individuals, all coordinated by Bullock. Representatives

of the Sarasota Chamber of Commerce became involved to advocate for an agreement with the Orioles, and the Chamber funded a study of the economic impact of spring training in Sarasota. The Orioles invoked the confidentiality provision of [section 288.075, Florida Statutes](#) (2009), to keep confidential its proprietary economic development information relating to the proposed transaction. These negotiations led to the July 22, 2009 presentation to the Board of the Interlocal Agreement and the MOU and several mechanisms to finance renovations to the stadium and other facilities.

The negotiations with the Orioles took place alongside a series of discussions by the Board at its public meetings. For example, on November 4, 2008, the Board approved a motion directing staff to open negotiations using one-half percent of tourist development tax revenue and potential City contributions. On November 18, 2008, Bullock provided **[**8]** a status report of the meetings and discussed the location of **[*760]** a proposed new facility and the components of the new facility. County staff also presented information regarding capital costs, potential funding sources, and the economic impact of the proposed new facility. On November 18, the Board also discussed specific components of the potential deal, including operations and maintenance payments and a proposed Cal Ripken youth baseball academy. Then, on December 9, 2008, the Board discussed a proposal by one of the commissioners that involved \$ 31.6 million financed with one-half percent of tourist development tax money to renovate the existing Ed Smith Stadium. On December 17, 2008, Bullock requested guidance from the Board on acceptable parameters for a proposal to retain Major League Baseball. Both County staff and Orioles representatives made presentations. Also on December 17, the Board discussed and rejected an Orioles' proposal for a \$ 58 million spring training facility to be funded by an additional one-quarter percent of tourist development tax money, but then approved a counteroffer involving a lower dollar figure. At public meetings on January 27, 2009 and February 11, **[**9]** 2009, the Board again discussed the Orioles negotiations. On March 17, 2009, the Board directed the County Administrator to send correspondence signed by the Board Chair to the Orioles requesting a written counteroffer.

At various points after the start of negotiations with the Orioles in November 2008, e-mails from constituents or others to members of the Board regarding the Orioles were copied to other Board members and sometimes

included the reactions from other Board members. In at least one e-mail correspondence, a comment was directly addressed from one Board member to another. The last e-mail among Board members produced at trial was sent on April 12, 2009.

Thereafter, at its properly noticed public meeting on April 14, 2009, the Board discussed the Baltimore Orioles negotiations, including construction costs and potential funding, and one of the commissioners presented a detailed, draft counter-proposal term sheet outlining funding, terms of the lease, advertising, the youth facility, and an agreement with the City, among other issues. The Board rejected that commissioner's proposal as well as another commissioner's alternative proposal. At an April 21, 2009 meeting, the Board **[**10]** discussed the Orioles' proposal and directed the County Administrator to send correspondence to the City asking for formal confirmation of the City's willingness to issue bonds. At a May 13, 2009 meeting, the Board discussed the City's resolution, and Bullock advised the Board on discussions with the Orioles. The Board discussed stadium costs and financing and then directed the County Administrator to proceed with negotiations providing funding in the amount of \$ 28.2 million contingent upon specific terms relating to operations and maintenance, advertising, construction management, stadium uses, property taxes, terms of occupancy, and the Cal Ripken youth facility. Then, on May 26, 2009, the Board discussed the Orioles' response as well as funding sources for the renovation of the stadium. One commissioner noted that she "could handle" another \$ 3 million in addition to the prior \$ 28.2 million offer. And members of the public, including a representative of Citizens, spoke regarding the proposed facilities.

Ultimately, these negotiations and meetings resulted in Board action on July 22, 2009. On that date, the Board held a public hearing that lasted over four hours. The Board heard **[**11]** from approximately forty citizens, including several representatives of Citizens. Bullock and staff gave a presentation on the provisions of the proposed **[*761]** documents and answered questions posed by the Board.

Then, on February 19, 2010, after Citizens filed a suit alleging Sunshine Law violations against the City and the County, the Board held another public hearing for the reconsideration and ratification of the Interlocal Agreement, the MOU, and related actions. The Board also adopted a new resolution authorizing the sale of bonds to finance the County's portion of the facility

renovations.


Additionally, the County and the City filed separate complaints seeking validation of the bonds proposed for issuance in furtherance of the agreement with the Orioles. The County's validation complaint related to County Resolution No. 2010-029, which was adopted on February 19, 2010 and which authorized three types of bonds: (1) Capital Improvement Revenue Bonds, Series 2010A (Federally Taxable-Build America Bonds-Direct Subsidy); (2) Capital Improvement Revenue Bonds, Series 2010B (Federally Taxable-Build America Bonds-Recovery Zone Economic Development Bonds-Direct Subsidy); and (3) Capital Improvement **[**12]** Revenue Bonds, Series 2010C. And the City's validation complaint related to City Resolutions No. 10R-2135 and 10R-2139, which were adopted on November 2, 2009 and December 7, 2009 and which authorize Sales Tax Payments Revenue Bonds, Series 2010 (Federally Taxable-Build America Bonds-Recovery Zone Economic Development Bonds-Direct Subsidy). Citizens alleged Sunshine Law violations as objections to both of these bond validation actions.

The trial court consolidated the bond validation proceedings and Citizens' Sunshine Law complaint. After a four-day bench trial, the trial court validated the County's and the City's proposed bonds and denied Citizens' complaint. On appeal in this Court, Citizens allege that the trial court erred in ruling that (a) Bullock's consultations were not required to be in the sunshine, (b) the one-on-one staff briefings of County Board members prior to the July 22, 2009 public meeting were not a violation of the Sunshine Law, and (c) any e-mail violations were cured by the Board's public meetings.

II. THE NEGOTIATIONS TEAM

Citizens contend that the trial court erred when ruling that Bullock and the individuals he consulted in negotiating with the Orioles (the **[**13]** so-called negotiations team) were not a board or commission subject to the Sunshine Law. However, we agree with the City and County and affirm the trial court.

At the outset, we note the following:

HN1  [A] trial court must make three determinations during a bond validation proceeding: (1) whether the public body has the authority to issue the subject bonds; (2) whether the purpose of the obligation is legal; and (3) whether the authorization of the obligation complies with the

requirements of law. *City of Gainesville v. State*, 863 So. 2d 138, 143 (Fla. 2003). On appeal, this Court reviews the "trial court's findings of fact for substantial competent evidence and its conclusions of law de novo." *Id.* (citing [City of Boca Raton v. State](#), 595 So. 2d 25, 31 (Fla. 1992); [Panama City Beach Cmty. Redev. Agency v. State](#), 831 So. 2d 662, 665 (Fla. 2002)).

[Bay County v. Town of Cedar Grove](#), 992 So. 2d 164, 167 (Fla. 2008). This appeal regarding alleged Sunshine Law violations only concerns the third item above, whether the authorization complies with the requirements of law.

[*762] [HN2](#) [↑] [Article I, section 24\(b\) of the Florida Constitution](#) provides:

All meetings of any collegial public body of the executive branch [**14] of state government or of any collegial public body of a county, municipality, school district, or special district, at which official acts are to be taken or at which public business of such body is to be transacted or discussed, shall be open and noticed to the public and meetings of the legislature shall be open and noticed as provided in Article III, Section 4(e), except with respect to meetings exempted pursuant to this section or specifically closed by this Constitution.

And [HN3](#) [↑] [section 286.011, Florida Statutes](#) (2009), commonly known as the Government in the Sunshine Law, provides in part:

All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. The board or commission must provide reasonable notice of all such meetings.

[HN4](#) [↑] Because [section 286.011](#) "was enacted in the public interest to protect the public from 'closed [**15] door' politics . . . the law must be broadly construed to effect its remedial and protective purpose." *Wood v. Marston*, 442 So. 2d 934, 938 (Fla. 1983). As this Court has explained,

[t]he statute should be construed so as to frustrate all evasive devices. This can be accomplished only

by embracing the collective inquiry and discussion stages within the terms of the statute, as long as such inquiry and discussion is conducted by any committee or other authority appointed and established by a governmental agency, and relates to any matter on which foreseeable action will be taken.


[Town of Palm Beach v. Gradison](#), 296 So. 2d 473, 477 (Fla. 1974). [HN5](#) [↑] "Mere showing that the government in the sunshine law has been violated constitutes an irreparable public injury" *Id.* Therefore, where officials have violated [section 286.011](#), the official action is void ab initio. *Id.*

[HN6](#) [↑] All governmental authorities in Florida are subject to the requirements of the Sunshine Law unless specifically exempted. See [art. I, § 24\(c\), Fla. Const.](#) The requirements may also apply to committees subordinate to or selected by traditional governmental authorities. This Court in *Wood* explained that the dispositive question [**16] is whether "decision-making authority" has been delegated to the committee. 442 So. 2d at 939. Where the committee has been delegated decision-making authority, the committee's meetings must be open to public scrutiny, regardless of the review procedures eventually used by the traditional governmental body. See *id.* at 939-40 ("Where a body merely reviews decisions delegated to another entity, the potential for rubber-stamping always exists. To allow a review procedure to insulate the decision itself from public scrutiny invites circumvention of the Sunshine Law."). In contrast, a committee is not subject to the Sunshine Law if the committee has only been delegated information-gathering or fact-finding authority and only conducts such activities. See *id.* at 940-41; see also [Lyon v. Lake County](#), 765 So. 2d 785, 789 (Fla. 5th DCA 2000) ("When a committee has been established for and conducts only information gathering and reporting, the activities of that committee are not subject to [section 286.011, Florida Statutes](#)."). [*763] [HN7](#) [↑] Whether, in fact, the delegation is a delegation of decision-making authority or fact-finding authority is evaluated according to the "nature of the act performed, not [**17] on the make-up of the committee or the proximity of the act to the final decision." *Wood*, 442 So. 2d at 939 (emphasis omitted).

In this case, the trial court's order included factual findings regarding the roles of the individuals Bullock consulted when negotiating with the Orioles. Specifically, the trial court found that "the people and entities Bullock met with . . . operated in the roles of


advisor, consultant and facilitator to assist him in the performance of his duty to negotiate with the Orioles." The trial court found that these individuals "did not deliberate with, or without, him." "Bullock retained and exercised the ultimate authority to negotiate the terms of the MOU that would be submitted to the [Board] for consideration."


These factual findings are supported by competent substantial evidence in the record. See [Lyon, 765 So. 2d at 790](#) (reviewing trial court's factual finding that a meeting was informational for competent substantial evidence in the record). For example, Bullock testified that there was never a committee formed to negotiate any aspects of the MOU. Bullock also testified that he only consulted with the County's chief financial planning officer for information **[**18]** regarding potential funding and financing mechanisms and that the County's parks and recreation director "would provide information because this is essentially a recreational facility." Additionally, the County's project coordinator testified that she provided staff support by making copies, typing letters, and scheduling meeting rooms. There was also testimony from the County Administrator that the baseball experts' responsibilities were "to advise staff as to the makeup of what should be [in] an MOU, the issues to be aware of[, and] to provide some comparative analysis of other such deals around the country." And individual members of the so-called negotiating team testified that they were not delegated any authority to negotiate with the Orioles and that everything was under the direction of Bullock. Therefore, there is competent substantial evidence in the record to support the trial court's findings that the individuals consulted by Bullock performed an informational and fact-finding role in assisting Bullock.

Because the individuals consulted by Bullock served an informational role, the so-called negotiations team did not constitute an advisory committee subject to the requirements **[**19]** of the Sunshine Law. As explained above, [HN8](#)  only advisory committees acting pursuant to a delegation of decision-making authority by the governmental entity are subject to the open meetings requirement of [section 286.011](#). Advisory committees functioning as fact-finders or information gatherers are not subject to [section 286.011](#). See [Lyon, 765 So. 2d at 789](#); [Cape Publications, Inc. v. Palm Bay, 473 So. 2d 222 \(Fla. 5th DCA 1985\)](#); [Bennett v. Warden, 333 So. 2d 97 \(Fla. 2d DCA 1976\)](#). This is not a situation where Bullock and the individuals he consulted made joint decisions. Cf. [Dascott v. Palm Beach County, 877 So. 2d 8 \(Fla. 4th DCA 2004\)](#).

Instead, these individuals were simply providing advice and information, which does not make the negotiations team a board or commission subject to the Sunshine Law. See, e.g., [McDougall v. Culver, 3 So. 3d 391, 393 \(Fla 2d DCA 2009\)](#) ("[T]he senior officials provided only a recommendation to the Sheriff but they did not deliberate with him nor did they have decision-making authority. Therefore, we conclude that the use of the memoranda did not violate the Sunshine Law."); [Jordan v. Jenne, 938 So. 2d 526, 530 \(Fla. 4th \[**764\] DCA 2006\)](#) ("Because the [group] **[**20]** provided only a mere recommendation to the inspector general and did not deliberate with the inspector general, the ultimate authority on termination, we conclude that the [group] does not exercise decision-making authority so as to constitute a 'board' or 'commission' within the meaning of [section 286.011](#), and as a result, its meetings are not subject to the Sunshine Act.").

Citizens argue that the statutes regarding economic development agencies should alter this analysis. Citizens specifically point to [section 288.075\(2\)\(a\), Florida Statutes](#) (2009), which provides:

[HN9](#)  Upon written request from a private corporation, partnership, or person, information held by an economic development agency concerning plans, intentions, or interests of such private corporation, partnership, or person to locate, relocate, or expand any of its business activities in this state is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution for 12 months after the date an economic development agency receives a request for confidentiality or until the information is otherwise disclosed, whichever occurs first.

The County acknowledges that Bullock was acting as an economic development **[**21]** agency and that the Orioles' proprietary information was not released pursuant to [section 119.07\(1\), Florida Statutes](#) (2009), of the Public Records Act after the Orioles invoked the exemption outlined in [section 288.075\(2\)\(a\)](#). However, this does not mean Bullock and the individuals he consulted were a board or commission within the meaning of [section 286.011](#) of the Sunshine Law. [HN10](#)  If an individual is not already a member of a board or commission governed by the Sunshine Law, nothing about working on economic development projects or receiving proprietary information converts him or her into one.

Accordingly, this Court affirms the trial court's ruling

regarding Bullock and the individuals he consulted while negotiating with the Orioles.

III. ONE-ON-ONE BRIEFINGS

Citizens next argue that the trial court erred in determining that the private staff briefings of individual board members in preparation for the July 22, 2009 public hearing did not violate the Sunshine Law. We agree with the contrary arguments of the City and County and affirm the trial court.

This Court has explained that [HN11](#) meetings within the meaning of the Sunshine Law include any gathering, formal or informal, of two or more members **[**22]** of the same board or commission "where the members deal with some matter on which foreseeable action will be taken by the Board." [Tolar v. School Bd. of Liberty County, 398 So. 2d 427, 428 \(Fla. 1981\)](#); see also [Bd. of Pub. Instruction v. Doran, 224 So. 2d 693, 698 \(Fla. 1969\)](#). However, public officials may call upon staff members for factual information and advice without being subject to the Sunshine Law's requirements. See [Occidental Chem. Co. v. Mayo, 351 So. 2d 336, 342 \(Fla. 1977\)](#); [Wood, 442 So. 2d at 940](#) ("The Second District found no violation, holding, *inter alia*, that the meetings were not decision-making in nature, but were 'for the purpose of "fact-finding" to assist him in the execution of [his] duties,' [\[Bennett,\] 333 So. 2d at 99](#), and we approve the holding that such fact-finding staff consultations are not subject to the Sunshine Law.").

Here, Bullock, individually and assisted by other County staff, held one-on-one meetings in the two- or three-day period immediately preceding the Board's public **[*765]** meeting on July 22, 2009. These meetings were informational briefings regarding the contents of the MOU, where Bullock would also ask if the individual members had any questions **[**23]** about the MOU. There is no evidence that Bullock or other County staff communicated what any commissioner said to any other commissioner.

These informational briefings for individual members of the Board were not violations of the Sunshine Law. As this Court has explained,

[HN12](#) members of a collegial administrative body are not obliged to avoid their staff during the evaluation and consideration stages of their deliberations. Were this so, the value of staff expertise would be lost and the intelligent use of employees would be crippled.

[Occidental, 351 So. 2d at 342 n.10](#). Therefore, we affirm the trial court's ruling regarding these one-on-one meetings.

IV. E-MAILS

Lastly, Citizens contend that the trial court erred by ruling that any violations committed in e-mail discussions between board members were cured by the Board's public meetings that were held up to and including July 22, 2009. Agreeing with the contrary arguments of the City and County, we affirm the trial court.

In [Tolar, 398 So. 2d at 429](#), this Court held that [HN13](#) Sunshine Law violations can be cured by "independent, final action in the sunshine," which this Court distinguished from mere ceremonial acceptance or perfunctory ratification **[**24]** of secret actions and decisions. See also [Zorc v. City of Vero Beach, 722 So. 2d 891, 903 \(Fla. 4th DCA 1998\)](#) ("[O]nly a full, open hearing will cure a defect arising from a Sunshine Law violation. Such violation will not be cured by a perfunctory ratification of the action taken outside of the sunshine."); [Monroe County v. Pigeon Key Historical Park, Inc., 647 So. 2d 857, 861 \(Fla. 3d DCA 1994\)](#) ("Governmental actions will not be voided whenever governmental bodies have met in secret where sufficiently corrective final action has been taken.").

In [Tolar](#), a school superintendent-elect met privately with school board members and discussed, among other things, the removal of Tolar as director of administration and abolition of his position. [398 So. 2d at 427](#). At a subsequent public meeting in which Tolar was present and "given full opportunity to express his views," the school board members voted to transfer Tolar to another position and abolish his position. *Id.* Tolar sued for injunctive relief, alleging a violation of [section 286.011](#). *Id.* As this Court noted, "By the express terms of [section 286.011](#), any resolution, rule, regulation, or formal action taken at these secret meetings would **[**25]** not be binding." *Id. at 428*. Yet this Court declined to invalidate the action taken by the school board. *Id.* Instead, this Court distinguished [Tolar](#) from its previous holding in [Gradison, 296 So. 2d 473](#), where this Court held void formal action that "was merely the crystallization of secret decisions." [Tolar, 398 So. 2d at 428](#).

As explained in [Tolar](#), the [Gradison](#) holding invalidating what was merely a summary approval of secret

decisions

does not mean, however, that public final action of the Board will always be void and incurable merely because the topic of the final public action was previously discussed at a private meeting. . . .

. . . .

. . . [H]ere[,] the Board took independent, final action in the sunshine in voting to abolish the position. The Board's action was not merely a ceremonial acceptance of secret actions and was not merely a perfunctory ratification of secret [*766] decisions at a later meeting open to the public.

[398 So. 2d at 428-429.](#)

In this case, e-mails from constituents to members of the Board were copied to other members and sometimes led to comments between Board members regarding the topic of bringing the Orioles to Sarasota for spring training. The last such e-mail [*26] exchange, which possibly violated the Sunshine Law, occurred on April 12, 2009. However, the Board conducted multiple public meetings subsequent to that April 12 exchange where the topic of Orioles spring training was discussed and considered. For example, on April 14, 2009, the Board publicly rejected a commissioner's detailed proposal for an agreement with the Orioles as well as another commissioner's alternative proposal. Then, on May 13, 2009, the Board publicly discussed stadium costs and financing and directed the County Administrator to proceed with negotiations providing funding in the amount of \$ 28.2 million contingent upon specific terms relating to operations and maintenance, advertising, construction management, stadium uses, property taxes, terms of occupancy, and the Cal Ripken youth facility. Then, on May 26, 2009, the Board considered the Orioles' response as well as funding sources for the renovation of the stadium. One commissioner noted that she "could handle" another \$ 3 million in addition to the prior \$ 28.2 million offer. Ultimately, on July 22, 2009, the Board held a properly noticed public hearing and approved the MOU and the Interlocal Agreement after a multi-hour [*27] discussion. In fact, representatives of Citizens spoke at that July 22 hearing as well as the prior meeting on May 26.

Based upon the fact that, subsequent to the last possibly violative e-mail, multiple proposals were discussed and rejected before one was finally approved,

it is clear the Board took independent, final action in the sunshine regarding Orioles spring training in Sarasota. This simply is not the case of a "ceremonial acceptance of secret actions [or] merely a perfunctory ratification of secret decisions at a later meeting open to the public." [Tolar, 398 So. 2d at 429.](#) Therefore, any possible e-mail violations were cured.

V. CONCLUSION

We affirm the trial court's judgment validating bonds proposed for issuance by the City of Sarasota and the County of Sarasota in furtherance of the agreement bringing the Baltimore Orioles to Sarasota for spring training. Because Bullock's so-called negotiations team only served an informational role, it was not subject to the requirements of the Sunshine Law. The County also did not violate the Sunshine Law when Bullock, assisted by other County staff, briefed individual Board members prior to the July 22, 2009 public meeting. Finally, any [*28] possible violations that occurred when Board members circulated e-mails among each other were cured by subsequent public meetings regarding the negotiations and agreement with Orioles.

It is so ordered.

CANADY, C.J., and PARIENTE, LEWIS, QUINCE, POLSTON, LABARGA, and PERRY, JJ., concur.

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the committee has been delegated decision-making authority, the committee's meetings must be open to public scrutiny, regardless of the review procedures eventually used by the traditional governmental body." *Id.*

For example, in *Town of Palm Beach v. Gradison*, 296 So. 2d 473 (Fla. 1974), a citizen planning committee appointed by a city council to assist in revision of zoning ordinances was found to be subject to the Sunshine Law. The *Gradison* court, concluding that the committee served as the alter ego of the council in making tentative decisions, stated that "any committee established by the Town Council to act in any type of advisory capacity would be subject to the provisions of the government in the sunshine law." *Id.* at 476. See also *Spillis Candela & Partners, Inc. v. Centrust Savings Bank*, 535 So. 2d 694, 695 (Fla. 3d DCA 1988) (committee which compiled a report that was perfunctorily accepted by the board made a significant ruling affecting decision-making process and was subject to s. 286.011; an "ad hoc advisory board, even if its power is limited to making recommendations to a public agency and even if it possesses no authority to bind the agency in any way, is subject to the Sunshine Law"); and *Lyon v. Lake County*, 765 So. 2d 785 (Fla. 5th DCA 2000) (Sunshine Law applies to site plan review committee created by county ordinance to serve in an advisory capacity to the county manager). Accord AGOs 98-13 (citizen advisory committee appointed by city council to make recommendations to the council regarding city government and city services), and 01-84 (school advisory council created pursuant to former s. 229.58 [now s. 1001.452], F.S.).

The Sunshine Law does not establish a lesser standard for members of advisory committees that are subject to the Sunshine Law. See *Monroe County v. Pigeon Key Historical Park, Inc.*, 647 So. 2d 857, 869 (Fla. 3d DCA 1994) ("[T]he Sunshine Law equally binds all members of governmental bodies, be they advisory committee members or elected officials"). Accordingly, in the absence of statutory exemption, any gathering of two or more members to discuss any matter on which foreseeable action may be taken must be open to the public, noticed to the public, and minutes kept.

a. Advisory boards appointed by a single public official

The Sunshine Law applies to advisory committees appointed by a single public official as well as those appointed by a collegial board. For example, in *Wood v. Marston*, 442 So. 2d 934 (Fla. 1983), the Florida Supreme Court determined that the Sunshine Law applied to an ad hoc advisory committee appointed by a university president to screen applications and make recommendations for the position of law school dean, because the committee, in deciding which applicants to reject from further consideration, performed a policy-based, decision-making function. See also *Silver Express Company v. District Board of Lower Tribunal Trustees*, 691 So. 2d 1099 (Fla. 3d DCA 1997) (committee established by agency purchasing director to consider and rank various contract proposals subject to Sunshine Law); and *Linares v. District School Board of Pasco County*, No. 17-00230 (Fla. 6th Cir. Ct. January 10, 2018) (Sunshine Law applies to committee formed by school board planning director to develop and recommend to the superintendent proposed new school attendance boundaries). Accord AGOs 05-05 (fact that advisory group was created by chief of police and not city commission and its recommendations were made to police chief would not remove group from ambit of the Sunshine Law); 85-76 (ad hoc committee appointed by mayor for purpose of making recommendations concerning legislation); 87-42 (ad hoc committee appointed by mayor to meet with Chamber of Commerce and draft proposal for transfer of city property); and Inf. Op. to Lamar, August 2, 1993 (transition team appointed by mayor to make recommendations regarding governmental reorganization).

b. Fact-finding committees

A limited exception to the applicability of the Sunshine Law to advisory committees has been recognized for advisory committees established for fact-finding only. "[A] committee is not subject to the Sunshine Law if the committee has only been delegated information-gathering or fact-finding authority and only conducts such activities." *Sarasota Citizens for Responsible Government v. City of Sarasota*, 48 So. 3d 755, 762 (Fla. 2010). See also *National Council on*

Compensation Insurance v. Fee, 219 So. 3d 172 (Fla. 1st DCA 2017); and *Cape Publications, Inc. v. City of Palm Bay*, 473 So. 2d 222 (Fla. 5th DCA 1985). Accord AGO 95-06 (when a group, on behalf of a public entity, functions solely as a fact-finder or information gatherer with no decision-making authority, no “board or commission” subject to the Sunshine Law is created).

“In determining whether a committee is subject to the Sunshine Law, the actual function of the committee must be scrutinized to determine whether it is exercising part of the decision-making function by sorting through options and making recommendations to the governmental body.” Inf. Op. to Randolph, June 10, 2010. Thus, if an advisory committee has a decision-making function in addition to fact-finding, the Sunshine Law is applicable. See *Wood v. Marston*, 442 So. 2d 934, 938 (Fla. 1983), recognizing that while a “search and screen” committee had a fact-gathering role in soliciting and compiling applications, the committee also “had an equally undisputed decision-making function in screening the applicants” by deciding which of the applicants to reject from further consideration, and thus was subject to the Sunshine Law.

Similarly, in AGO 94-21, the Attorney General’s Office advised that the Sunshine Law governed the meetings of a negotiating team (composed of the mayor, the city manager’s designee, and a person designated by the sports authority) that was created by a city commission to negotiate with a sports organization on behalf of the city. Even though the resolution creating the team provided that the negotiations were subject to ratification and approval by the city commission, the team was authorized to do more than mere fact-finding in that it would be “participating in the decision-making process by accepting some options while rejecting others for presentation of the final negotiations to the city commission.” *Id.*

Moreover, the “fact-finding exception” applies only to advisory committees and not to boards that have “ultimate decision-making governmental authority.” *Finch v. Seminole County School Board*, 995 So. 2d 1068, 1071-1072 (Fla. 5th DCA 2008). In *Finch*, the court held that the “fact-finding exception” did not apply to a school board as the ultimate decision-making body; thus the board could not take a fact-finding bus tour without complying with the Sunshine Law even though school board members were separated from each other by several rows of seats, did not discuss their preferences or opinions, and no vote was taken during the trip. *And see* Inf. Op. to Sugarman, August 5, 2015 (pension board not authorized to travel out of state to meet with financial consultants).

c. Staff committees

The Sunshine Law applies to meetings of elected or appointed boards; it does not ordinarily apply to staff committees or meetings. See, e.g., *Occidental Chemical Company v. Mayo*, 351 So. 2d 336 (Fla. 1977), *disapproved in part on other grounds*, *Citizens v. Beard*, 613 So. 2d 403 (Fla. 1992); *School Board of Duval County v. Florida Publishing Company*, 670 So. 2d 99, 101 (Fla. 1st DCA 1996); and AGO 89-39.

Thus, a committee composed of staff that is responsible for advising and informing the decision-maker through fact-finding consultations is not subject to the Sunshine Law. *Bennett v. Warden*, 333 So. 2d 97 (Fla. 2d DCA 1976) (meetings of committee appointed by public college president to report on employee working conditions not subject to Sunshine Law). *Cf.* AGO 08-63 (although Sunshine Law does not apply to orientation sessions held by counties for special magistrates hired to hear value adjustment board petitions, “nothing would preclude a county from allowing the public to attend such orientations in order to enhance the knowledge of citizens who appear before value adjustment boards”).

Accordingly, a state agency did not violate the Sunshine Law when agency employees conducted an investigation into a licensee’s alleged failure to follow state law, and an assistant director made the decision to file a complaint as “[c]ommunication among administrative staff in fulfilling investigatory, advisory, or charging functions does not constitute a ‘Sunshine’ Law violation.” *Baker v. Florida Department of Agriculture and Consumer Services*, 937 So. 2d 1161

RESOLUTION 2019-6

THE ANNUAL APPROPRIATION RESOLUTION OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2019, submitted to the Board of Supervisors (the “Board”) a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Stoneybrook at Venice Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the proposed annual budget (the “Proposed Budget”), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; posted the proposed budget on the District’s web site at www.stoneybrookatveniceccd.org; and

WHEREAS, the Board set September 6, 2018, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1st of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. That the Board of Supervisors has reviewed the District Manager’s Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager’s Proposed Budget, attached hereto as Exhibit “A,” as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget

RESOLUTION 2019-6

THE ANNUAL APPROPRIATION RESOLUTION OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.

may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2020 and/or revised projections for Fiscal Year 2020.

- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for the Stoneybrook at Venice Community Development District for the Fiscal Year Ending September 30, 2020," as adopted by the Board of Supervisors on September 6, 2018.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the Stoneybrook at Venice Community Development District, for the fiscal year beginning October 1, 2019, and ending September 30, 2020, the sum of \$467,114.00 to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ 73,463.00
DEBT SERVICE FUND(S)	\$ 393,951.00
CAPITAL PROJECTS FUND(S)	<u>\$ NONE</u>
TOTAL ALL FUNDS	\$ 467,114.00

SECTION 3. SUPPLEMENTAL APPROPRIATIONS

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

RESOLUTION 2019-6

THE ANNUAL APPROPRIATION RESOLUTION OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.

The District Manager and/or Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors.

SECTION 4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisor's in conflict are hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Stoneybrook at Venice Community Development District.

PASSED AND ADOPTED this 5th day of September, 2019

ATTEST:

**STONEYBROOK AT VENICE
COMMUNITY DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Daniel Minnick, Chairman

BOARD OF SUPERVISOR'S

**STONEYBROOK AT VENICE
COMMUNITY DEVELOPMENT DISTRICT**

EXHIBIT A

**PROPOSED BUDGET
FISCAL YEAR 2020**



James P. Ward
District Manager
2900 Northeast 12th Terrace
Suite 1
Oakland Park, Florida 33334

Phone: 954-658-4900

E-mail:

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**Stoneybrook at Venice
Community Development District**

**General Fund - Budget
Fiscal Year 2020**

Description	Fiscal Year 2019 Budget	Actual at February 28, 2019	Anticipated Year End 09/30/19	Fiscal Year 2020 Budget
Revenues and Other Sources				
Carryforward	\$ -	\$ -	\$ -	\$ 16,600
Interest Income - General Account	\$ 40	\$ 21	\$ 40	\$ 40
Special Assessment Revenue				
Special Assessment - On-Roll	\$ 73,785	\$ 65,120	\$ 65,120	\$ 90,365
Total Revenue & Other Sources	\$ 73,825	\$ 65,141	\$ 65,160	\$ 107,005
Appropriations				
Legislative				
Board of Supervisor's Fees	\$ -	\$ -	\$ -	\$ -
Board of Supervisor's - FICA	\$ -	\$ -	\$ -	\$ -
Executive				
Executive Salaries	\$ 17,000	\$ 7,192	\$ 17,000	\$ 23,000
Executive Salaries - FICA	\$ 1,100	\$ 550	\$ 1,100	\$ 1,760
Executive Salaries - Insurance	\$ 3,500	\$ 1,664	\$ 3,500	\$ -
Financial and Administrative				
Audit Services	\$ 4,900	\$ 4,400	\$ 4,400	\$ 4,500
Accounting Services	\$ 3,500	\$ 1,114	\$ 3,500	\$ 3,000
Assessment Roll Preparation	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Arbitrage Rebate Fees	\$ 500	\$ -	\$ 500	\$ 500
Other Contractual Services				
Recording and Transcription	\$ 200	\$ -	\$ 150	\$ 150
Legal Advertising	\$ 1,200	\$ -	\$ 1,200	\$ 1,200
Trustee Services	\$ 2,795	\$ -	\$ 2,795	\$ 2,795
Dissemination Agent Services	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Property Appraiser Fees	\$ -	\$ -	\$ -	\$ -
Bank Service Fees	\$ 300	\$ 136	\$ 275	\$ 300
Travel and Per Diem	\$ -	\$ -	\$ -	\$ -
Communications and Freight Services				
Telephone	\$ -	\$ -	\$ -	\$ -
Postage, Freight & Messenger	\$ 100	\$ 21	\$ 50	\$ 75
Rentals and Leases				
Miscellaneous Equipment	\$ -	\$ -	\$ -	\$ -
Computer Services	\$ 7,560	\$ 3,043	\$ 7,560	\$ 8,560
Insurance	\$ 7,560	\$ 6,505	\$ 6,505	\$ 6,500
Printing and Binding	\$ 475	\$ 18	\$ 100	\$ 200
Office Supplies	\$ -	\$ -	\$ -	\$ -
Subscriptions and Memberships	\$ 175	\$ 175	\$ 175	\$ 175

**Stoneybrook at Venice
Community Development District**

**General Fund - Budget
Fiscal Year 2020**

Description	Fiscal Year 2019 Budget	Actual at February 28, 2019	Anticipated Year End 09/30/19	Fiscal Year 2020 Budget
Legal Services				
General Counsel	\$ 3,200	\$ 424	\$ 1,200	\$ 1,500
Other General Government Services				
Engineering Services		\$ -	\$ -	
Contingencies	\$ 700	\$ -	\$ -	\$ 700
Stormwater Management Services				
Professional Services				
Asset Management	\$ -	\$ -	\$ -	\$ 10,000
Lake Bank Erosion Report	\$ -	\$ -	\$ -	\$ 1,200
Repairs and Maintenance				
Lake Bank Erosion	\$ -	\$ -	\$ -	\$ 20,000
Other Fees and Charges				
Discounts and Tax Collector Fees	\$ 4,060	\$ -	\$ 4,060	\$ 5,890
Total Appropriations	\$ 73,825	\$ 35,242	\$ 69,070	\$ 107,005
Net Increase/(Decrease) in Fund Balance		\$ 29,899	\$ (3,910)	\$ (16,600)
Fund Balance - Beginning	\$ 93,136	\$ 93,136	\$ 93,136	\$ 89,226
Fund Balance - Ending (Projected)		\$ 123,035	\$ 89,226	\$ 72,626
 Assessment Comparison	 \$ 74.53			 \$ 91.28

**Stoneybrook at Venice
Community Development District
General Fund - Budget
Fiscal Year 2020**

Revenues and Other Sources

Carryforward	\$ 16,600
Interest Income - General Account	\$ 40
<p>With the levy of Special Assessments the District's operating account will earn interest on it's funds. This amount reflects the anticipated earnings.</p>	

Appropriations

Legislative

Board of Supervisor's Fees	\$ -
<p>The Board's fees are statutorily set at \$200 for each meeting of the Board of Supervisor's not to exceed \$4,800 for each Fiscal Year. The current Board has waived their Board Compensation.</p>	

Executive

Executive Salaries and Benefits	\$ 24,760
<p>The District has one employee - that is the District Manager who handles the daily activities of the District, and which is shared with other CDD's. The expenditures are this District's anticipated share of those costs.</p>	

	FY 2019	FY 2019
Salary	\$ 17,000	\$ 23,000
FICA	\$ 1,100	\$ 1,760
		INCLUDED
Insurance	\$ 3,500	IN SALARY
Total:	\$ 21,600	\$ 24,760

Financial and Administrative

Audit Services	\$ 4,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Accounting Services	\$ 3,000
<p>For the Maintenance of the District's books and records on a daily basis.</p>	
Assessment Roll Preparation	\$ 10,000
<p>For the preparation by the Financial Advisor of the Methodology for the General Fund and the Assessment Rolls including transmittal to the Sarasota County Property Appraiser.</p>	
Arbitrage Rebate Fees	\$ 500
<p>For required Federal Compliance - this fee is paid for an in-depth analysis of the District's earnings on all of the funds in trust for the benefit of the Bondholder's to insure that the earnings rate does not exceed the interest rate on the Bond's.</p>	

Other Contractual Services

Recording and Transcription	\$ 150
Legal Advertising	\$ 1,200

**Stoneybrook at Venice
Community Development District
General Fund - Budget
Fiscal Year 2020**

Trustee Services	\$	2,795
<p style="margin-left: 20px;">With the issuance of the District's Bonds, the District is required to maintain the accounts established for the Bond Issue with a bank that holds trust powers in the State of Florida. The</p>		
Dissemination Agent Services	\$	5,000
<p style="margin-left: 20px;">With the issuance of the District's Bonds, the District is required to report on a periodic basis the same information that is contained in the Official Statement that was issued for the Bonds. These requirements are pursuant to requirements of the Securities and Exchange Commission and sent to national repositories.</p>		
Property Appraiser Fees	\$	-
Bank Service Fees	\$	300
Travel and Per Diem	\$	-
Communications and Freight Services		
Telephone	\$	-
Postage, Freight & Messenger	\$	75
Rentals and Leases		
Miscellaneous Equipment	\$	-
Computer Services	\$	8,560
<p style="margin-left: 20px;">The District maintains all of it's Public Records, including all of it's programs for accounting and the administration of the District in a secure Facility with constant redundancy of the system. The fee includes the yearly hardware and annual software licenses to maintain the District's records, along with the development/maintenace of a District web site.</p>		
Insurance	\$	6,500
Printing and Binding	\$	200
Office Supplies	\$	-
Subscriptions and Memberships	\$	175
Legal Services		
General Counsel	\$	1,500
<p style="margin-left: 20px;">The District's general council provides on-going legal representation relating to issues such as public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide services as "local government lawyers".</p>		
Other General Government Services		
Engineering Services	\$	-
<p style="margin-left: 20px;">The District's engineering firm provides a broad array of engineering, consulting and construction services, which assists the District in crafting solutions with sustainability for the long term interests of the Community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>		
Contingencies	\$	700
Stormwater Management Services		
Professional Services		
Asset Management	\$	10,000
<p style="margin-left: 20px;">The District's Water Management System is approximately 18 years old - and a review of the lake banks at this point in the life cycle of the system is necessary.</p>		
Lake Bank Erosion Report	\$	1,200
Repairs and Maintenance		
Lake Bank Erosion	\$	20,000
<p style="margin-left: 20px;">To Provide for a minimal amount of funding for lake bank erosion</p>		
Other Fees and Charges		

**Stoneybrook at Venice
Community Development District
General Fund - Budget
Fiscal Year 2020**

Discounts and Tax Collector Fees	\$ 5,890
4% Discount permitted by Law for early payment and 1.5% Tax Collector . The Property Appraiser does not bill the District for any fees.	
Total Appropriations:	<u>\$ 107,005</u>

Stoneybrook at Venice
Community Development District
Debt Service Fund Series 2017 Bonds - Budget
Fiscal Year 2020

Description	Fiscal Year 2019 Budget	Actual at February 28, 2019	Anticipated Year End 09/30/19	Fiscal Year 2020 Budget
Revenues and Other Sources				
Carry Forward				
Interest Income	\$ 430	\$ 354	\$ 500	\$ 430
Special Assessment Revenue				
Special Assessment - On-Roll	\$ 398,673	\$ 346,689	\$ 346,689	\$ 392,967
Special Assessment - Prepayments	\$ -	\$ 7,182	\$ 7,182	\$ -
Operating Transfers In	\$ -	\$ -	\$ -	\$ -
Total Revenue & Other Sources	\$ 399,103	\$ 354,225	\$ 354,371	\$ 393,397
Appropriations				
Debt Service				
Principal Debt Service - Mandatory				
Series 2017 Bonds	\$ 195,000	\$ -	\$ 195,000	\$ 205,000
Principal Debt Service - Early Redemptions				
Series 2017 Bonds	\$ 15,000	\$ -	\$ 10,000	\$ -
Interest Expense				
Series 2017 Bonds	\$ 167,176	\$ 85,038	\$ 171,075	\$ 167,788
Other Fees and Charges				
Discounts and Tax Collector Fees	\$ 21,927	\$ -	\$ 21,927	\$ 21,613
Total Appropriations	\$ 399,103	\$ 85,038	\$ 398,002	\$ 394,401
Net Increase/(Decrease) in Fund Balance		\$ 269,187	\$ (43,631)	(\$1,003)
Fund Balance - Beginning	\$ 219,291	\$ 219,291	\$ 219,291	\$ 219,291
Fund Balance - Ending (Projected)	\$ 219,291	\$ 488,478	\$ 175,660	\$ 218,288
Restricted Fund Balance:				
Reserve Account Requirement			\$ 112,987.50	
Restricted for November 1, 2021 Interest Payment			\$ 79,793.75	
Total - Restricted Fund Balance:			\$ 192,781	
Assessment Comparison				
Single Family - 40ft	\$ 377.00			\$ 306.84
Single Family - 52ft	\$ 519.00			\$ 422.21
Single Family - 62ft	\$ 680.00			\$ 553.12
Cove Townhomes	\$ 281.00			\$ 228.29

**Stoneybrook at Venice
Community Development District
Debt Service Fund Series 2017 Bonds - Budget
Fiscal Year 2020**

Description	Prepayments	Principal	Coupon Rate	Interest	Annual Debt Service
Par Amount Issued		\$ 5,505,000			
11/1/2017				\$ 79,188.75	
5/1/2018		\$ 195,000	2.00%	\$ 87,987.50	\$ 362,176
11/1/2018				\$ 86,037.50	
5/1/2019	\$10,000	\$ 200,000	2.00%	\$ 86,037.50	\$ 372,075
11/1/2019				\$ 83,893.75	
5/1/2020		\$ 205,000	2.00%	\$ 83,893.75	\$ 372,788
11/1/2020				\$ 81,843.75	
5/1/2021		\$ 205,000	2.00%	\$ 81,843.75	\$ 368,688
11/1/2021				\$ 79,793.75	
5/1/2022		\$ 210,000	2.25%	\$ 79,793.75	\$ 369,588
11/1/2022				\$ 77,431.25	
5/1/2023		\$ 215,000	2.50%	\$ 77,431.25	\$ 369,863
11/1/2023				\$ 74,743.75	
5/1/2024		\$ 225,000	2.63%	\$ 74,743.75	\$ 374,488
11/1/2024				\$ 71,790.63	
5/1/2025		\$ 230,000	3.00%	\$ 71,790.63	\$ 373,581
11/1/2025				\$ 68,340.63	
5/1/2026		\$ 235,000	3.00%	\$ 68,340.63	\$ 371,681
11/1/2026				\$ 64,815.63	
5/1/2027		\$ 245,000	3.13%	\$ 64,815.63	\$ 374,631
11/1/2027				\$ 60,987.50	
5/1/2028		\$ 250,000	3.25%	\$ 60,987.50	\$ 371,975
11/1/2028				\$ 56,925.00	
5/1/2029		\$ 260,000	3.60%	\$ 56,925.00	\$ 373,850
11/1/2029				\$ 52,245.00	
5/1/2030		\$ 270,000	3.60%	\$ 52,245.00	\$ 374,490
11/1/2030				\$ 47,385.00	
5/1/2031		\$ 280,000	3.60%	\$ 47,385.00	\$ 374,770
11/1/2031				\$ 42,345.00	
5/1/2032		\$ 290,000	3.60%	\$ 42,345.00	\$ 374,690
11/1/2032				\$ 37,125.00	
5/1/2033		\$ 300,000	3.75%	\$ 37,125.00	\$ 374,250
11/1/2033				\$ 31,500.00	
5/1/2034		\$ 310,000	3.75%	\$ 31,500.00	\$ 373,000
11/1/2034				\$ 25,687.50	
5/1/2035		\$ 325,000	3.75%	\$ 25,687.50	\$ 376,375
11/1/2035				\$ 19,583.75	

Stoneybrook at Venice
Community Development District
Debt Service Fund Series 2017 Bonds - Budget
Fiscal Year 2020

Description	Prepayments	Principal	Coupon Rate	Interest	Annual Debt Service
5/1/2036		\$ 335,000	3.75%	\$ 19,583.75	\$ 374,168
11/1/2036				\$ 13,312.50	
5/1/2037		\$ 350,000	3.75%	\$ 13,312.50	\$ 376,625
11/1/2037				\$ 6,750.00	
5/1/2038		\$ 360,000	3.75%	\$ 6,750.00	\$ 373,500

RESOLUTION 2019-7

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS, CERTIFYING AN ASSESSMENT ROLL AND APPROVING THE GENERAL FUND SPECIAL ASSESSMENT METHODOLOGY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Stoneybrook at Venice Community Development District (the “District”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Sarasota County, Florida (the “County”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted Improvement Plan and Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors (the “Board”) of the District hereby determines to undertake various operations and maintenance activities described in the District’s budget for Fiscal Year 2017 (“Operations and Maintenance Budget”), attached hereto as Exhibit “A” and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the District’s budget for Fiscal Year 2017; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the district; and

WHEREAS, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect on the tax roll for all property pursuant to the Uniform Method and which is also indicated on Exhibit “A” and “B” the Budget and Methodology respectively; and

WHEREAS, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“Uniform Method”); and

WHEREAS, the District has previously evidenced its intention to utilize this Uniform Method; and

WHEREAS, the District has approved an Agreement with the Property Appraiser and Tax Collector of the County to provide for the collection of the special assessments under the Uniform Method; and

RESOLUTION 2019-7

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS, CERTIFYING AN ASSESSMENT ROLL AND APPROVING THE GENERAL FUND SPECIAL ASSESSMENT METHODOLOGY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance on all property in the amount contained in the budget; and

WHEREAS, it is in the best interests of the District to adopt the General Fund Special Assessment Methodology of the Stoneybrook at Venice Community Development District (the "Methodology") attached to this Resolution as Exhibit "B" and incorporated as a material part of this Resolution by this reference: and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Stoneybrook at Venice Community Development District (the "Assessment Roll") attached to this Resolution as Table 1 contained in Exhibit "B" and incorporated as a material part of this Resolution by this reference, and to certify the portion of the Assessment Roll on platted property to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BENEFIT. The provision of the services, facilities, and operations as described in Exhibit "A" and "B" the Budget and Methodology respectively confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefitted lands is shown in Exhibit "B".

SECTION 2. ASSESSMENT IMPOSITION. A special assessment for operation and maintenance as provided for in Chapter 190, Florida Statutes, is hereby imposed and levied on benefitted lands within the District in accordance with Exhibit "B" the Methodology. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST. The collection of the previously levied debt service assessments and operation and maintenance special assessments on all benefitted lands shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in Exhibit "B" the Methodology.

SECTION 4. ASSESSMENT ROLL. The District's Assessment Roll, attached to this Resolution as Table 1 to Exhibit "B," is hereby certified. That portion of the District's Assessment Roll which includes benefitted lands is hereby certified to the County Tax Collector and shall be collected by the County Tax

RESOLUTION 2019-7

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS, CERTIFYING AN ASSESSMENT ROLL AND APPROVING THE GENERAL FUND SPECIAL ASSESSMENT METHODOLOGY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.

Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the Stoneybrook at Venice Community Development District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the District's Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

SECTION 6. Conflict. That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisor's in conflict are hereby repealed to the extent of such conflict.

SECTION 7. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Stoneybrook at Venice Community Development District.

PASSED AND ADOPTED this 5th day of September, 2019

ATTEST:

STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT

James P. Ward, Secretary

Daniel Minnick, Chairman

RESOLUTION 2019-8

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Stoneybrook at Venice Community Development District (the "District") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, in accordance with the provisions of Chapter 189.015, Florida Statutes, the District is required to file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities; and

WHEREAS, in accordance with the above referenced Statute, the District shall also publish quarterly, semiannually, or annually its regular meeting schedule in a newspaper of general paid circulation in the County in which the District is located and shall appear in the legal notices section of the classified advertisements;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. DESIGNATION OF DATES, TIME AND LOCATION OF REGULAR MEETINGS

- a. **Date:** The first Thursday of each month, for Fiscal Year 2019, beginning October 1, 2019 and ending September 30, 2020.
- b. **Time:** 12:00 P.M. (Eastern Standard Time)
- c. **Location:** Stoneybrook Activity Center
2365 Estuary Drive
Venice, Florida 34292

SECTION 2. Sunshine Law and Meeting Cancelations and Continuations. The meetings of the Board of Supervisors are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The District by and through its District Manager may cancel any meeting of the Board of Supervisors and all meetings may be continued to a date, time, and place to be specified on the record at the hearings or meeting.

SECTION 2. Conflict. That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisor's in conflict are hereby repealed to the extent of such conflict.

RESOLUTION 2019-8

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

SECTION 2. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Stoneybrook at Venice Community Development District.

PASSED AND ADOPTED this 5th day of August, 2019

ATTEST:

**STONEYBROOK AT VENICE COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Daniel Minnick, Chairman

BOARD OF SUPERVISOR'S

**STONEYBROOK AT VENICE
COMMUNITY DEVELOPMENT DISTRICT**

**FINANCIAL STATEMENTS
July 31, 2019**

James P. Ward
District Manager
2900 NE 12th Terrace, Suite 1
Oakland Park, Florida 33334

Phone: 954-658-4900
E-mail:
JimWard@jpwardassociates.com



Stoneybrook At Venice Community Development District

**Balance Sheet - All Funds and Account Groups
as of July 31, 2019**

	Governmental Funds			Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Fund	Capital Projects Fund	General Long Term Debt	General Fixed Assets	
	Operations	Series 2017	Series 2017			
Assets						
Cash and Investments						
General Fund - Invested Cash	\$ 97,933	\$ -	\$ -	\$ -	\$ -	\$ 97,933
Debt Service Fund						
Revenue Account	-	124,748	-	-	-	124,748
Reserve Account	-	111,564	-	-	-	111,564
Sinking Fund Account	-	9	-	-	-	9
Interest Account	-	-	-	-	-	-
Prepayment Account	-	7,428	-	-	-	7,428
Due from Other Funds						
General Fund	-	38	-	-	-	38
Debt Service Fund	-	-	-	-	-	-
Market Valuation Adjustments	-	-	-	-	-	-
Accrued Interest Receivable	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	-	-	-
Amount to be Provided by Debt Service Funds	-	-	-	5,100,000	-	5,100,000
General Fixed Assets	-	-	-	-	10,646,712	10,646,712
Total Assets	<u>\$ 97,933</u>	<u>\$ 243,787</u>	<u>\$ -</u>	<u>\$ 5,100,000</u>	<u>\$ 10,646,712</u>	<u>\$ 16,088,432</u>

Stoneybrook At Venice Community Development District

**Balance Sheet - All Funds and Account Groups
as of July 31, 2019**

	Governmental Funds			Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Fund	Capital Projects Fund	General Long Term Debt	General Fixed Assets	
	Operations	Series 2017	Series 2017			
Liabilities						
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contracts Payable	-	-	-	-	-	-
Due to Other Funds						
General Fund	-	-	-	-	-	-
Debt Service Fund	38	-	-	-	-	38
Bonds Payable - Series 2017	-	-	-	5,100,000	-	5,100,000
Total Liabilities	\$ 38	\$ -	\$ -	\$ 5,100,000	\$ -	\$ 5,100,038
Fund Equity and Other Credits						
Investment in General Fixed Assets	-	-	-	-	10,646,712	10,646,712
Fund Balance						
Restricted						
Beginning: October 1, 2018 (Unaudited)	-	243,733	-	-	-	243,733
Results from Current Operations	-	54	-	-	-	54
Unassigned						
Beginning: October 1, 2018 (Unaudited)	93,136	-	-	-	-	93,136
Results from Current Operations	4,759	-	-	-	-	4,759
Total Fund Equity and Other Credits	97,895	243,787	-	-	10,646,712	10,988,394
Total Liabilities, Fund Equity and Other Credits	\$ 97,933	\$ 243,787	\$ -	\$ 5,100,000	\$ 10,646,712	\$ 16,088,432

Stoneybrook at Venice Community Development District

General Fund

**Statement of Revenue, Expenditures and Changes in Fund Balance
for the Period Ending July 31, 2019**

	October	November	December	January	February	March	April	May	June	July	Year to Date	Annual Budget	% of Budget	
Revenue and Other Sources														
Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	
Interest														
Interest - General Checking	3	3	6	5	4	5	4	5	4	4	42	40	105%	
Special Assessment Revenue														
Special Assessments - On-Roll	-	16,022	44,759	2,496	1,843	1,561	1,760	928	763	7	70,139	69,725	101%	
Special Assessments - Other	-	-	-	-	-	-	-	-	-	-	-	-	N/A	
Total Revenue and Other Sources:	\$ 3	\$ 16,025	\$ 44,764	\$ 2,501	\$ 1,847	\$ 1,565	\$ 1,765	\$ 933	\$ 767	\$ 10	\$ 70,181	\$ 69,765	101%	
Expenditures and Other Uses														
Legislative														
Board of Supervisor's Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	
Board of Supervisor's - FICA	-	-	-	-	-	-	-	-	-	-	-	-	N/A	
Executive														
Executive Salaries	1,308	1,962	1,308	1,308	1,308	1,308	1,308	1,962	1,308	1,308	14,385	17,000	85%	
Executive Salaries - FICA	100	150	100	100	100	100	100	150	100	100	1,100	1,100	100%	
Executive Salaries - Insurance	333	333	333	333	333	333	333	333	333	333	3,328	3,500	95%	
Financial and Administrative														
Audit Services	-	-	-	4,400	-	-	-	-	-	-	-	4,400	4,900	90%
Accounting Services	-	291	143	590	90	300	576	236	169	296	2,691	3,500	77%	
Assessment Roll Preparation	-	-	-	10,000	-	-	-	-	-	-	10,000	10,000	100%	
Arbitrage Rebate Services	-	-	-	-	-	-	-	-	-	-	-	500	0%	
Other Contractual Services														
Recording and Transcription	-	-	-	-	-	-	-	-	-	-	-	200	0%	
Legal Advertising	-	-	-	-	-	-	-	-	100	-	100	1,200	8%	
Trustee Services	-	-	-	-	-	-	-	-	2,795	-	2,795	2,795	100%	
Dissemination Agent Services	-	-	-	-	-	-	1,000	-	-	100	1,100	5,000	22%	
Property Appraiser Fees	-	-	-	-	-	-	-	-	-	-	-	-	N/A	
Bank Services	26	27	27	28	27	26	27	27	27	29	271	300	90%	
Travel and Per Diem	-	-	-	-	-	-	-	-	-	-	-	-	N/A	

Stoneybrook at Venice Community Development District

General Fund

**Statement of Revenue, Expenditures and Changes in Fund Balance
for the Period Ending July 31, 2019**

	October	November	December	January	February	March	April	May	June	July	Year to Date	Annual Budget	% of Budget
Communications & Freight Services													
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Postage, Freight & Messenger	-	-	-	10	11	-	-	57	50	2,110	2,238	100	2238%
Rentals & Leases													
Miscellaneous Equipment Leasing	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Computer Services	609	609	609	609	609	609	609	609	609	609	6,085	7,560	80%
Insurance	6,505	-	-	-	-	-	-	-	-	-	6,505	7,560	86%
Printing & Binding	-	-	-	-	18	-	-	111	-	108	237	475	50%
Office Supplies	-	-	-	-	-	-	164	-	-	1,200	1,364	-	N/A
Subscription & Memberships	175	-	-	-	-	-	-	-	-	-	175	175	100%
Legal Services													
Legal - General Counsel	-	424	-	-	-	-	-	-	513	602	1,539	3,200	48%
Other General Government Services													
Engineering Services - General Fund	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Engineering Services - Lake Bank	-	-	-	-	-	-	-	-	-	4,143	4,143	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	-	-	700	0%
Flood Control Storm Water Management													
Professional Services Engineer	-	-	-	-	-	-	-	-	-	2,965	2,965	-	N/A
Total Expenditures and Other Uses:	\$ 9,055	\$ 3,795	\$ 2,519	\$ 17,377	\$ 2,496	\$ 2,675	\$ 4,116	\$ 3,484	\$ 6,003	\$ 13,902	\$ 65,422	\$ 69,765	94%
Net Increase/ (Decrease) of Fund Balance	(9,052)	12,230	42,246	(14,876)	(649)	(1,109)	(2,351)	(2,551.07)	(5,236)	(13,892)	4,759		N/A
Fund Balance - Beginning	93,136	84,084	96,314	138,560	123,684	123,035	121,926	119,574	117,023	111,787	93,136	83,780	
Fund Balance - Ending	<u>\$ 84,084</u>	<u>\$ 96,314</u>	<u>\$ 138,560</u>	<u>\$ 123,684</u>	<u>\$ 123,035</u>	<u>\$ 121,926</u>	<u>\$ 119,574</u>	<u>\$ 117,023</u>	<u>\$ 111,787</u>	<u>\$ 97,895</u>	<u>\$ 97,895</u>	<u>\$ 83,780</u>	

Stoneybrook at Venice Community Development District

Debt Service Fund - Series 2017

**Statement of Revenue, Expenditures and Changes in Fund Balance
for the Period Ending July 31, 2019**

	<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>	
Revenue and Other Sources														
Fund Balance - Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A	
Interest Income														
Revenue Account		33	34	11	39	94	85	96	83	26	29	529	-	N/A
Reserve Account		28	28	28	28	28	26	28	28	28	28	278	430	65%
Prepayment Account		0	0	0	1	2	2	2	2	2	2	12	-	N/A
Sinking Fund		-	-	-	-	-	-	-	9	-	-	9	-	N/A
Interest Account		-	-	-	-	-	-	-	4	-	-	4	-	N/A
Special Assessment Revenue														
Special Assessments - On-Roll		-	82,521	241,495	13,044	9,629	8,579	9,081	5,068	4,659	38	374,116	376,746	99%
Special Assessments - Off-Roll		-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayment		-	-	7,182	-	-	-	-	-	-	-	7,182	-	N/A
Inter-Fund Group Transfers In														
Inter-Fund Group Transfers In		-	-	-	-	-	-	-	-	-	-	-	-	N/A
Debt Proceeds														
Debt Proceeds		-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 60	\$ 82,583	\$ 248,716	\$ 13,112	\$ 9,754	\$ 8,692	\$ 9,208	\$ 5,193	\$ 4,715	\$ 97	382,129	\$ 377,176	101%	
Expenditures and Other Uses														
Debt Service														
Principal - Mandatory	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 210,000	\$ -	\$ -	210,000	\$ 195,000	108%	
Principal - Early Redemptions		-	-	-	-	-	-	-	-	-	-	15,000	0%	
Interest Expense		86,038	-	-	-	-	-	86,038	-	-	172,075	167,176	103%	
Operating Transfers Out														
Operating Transfers Out		-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 86,038	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 296,038	\$ -	\$ -	382,075	\$ 377,176	101%	
Net Increase/ (Decrease) of Fund Balance	60	(3,455)	248,716	13,112	9,754	8,692	9,208	(290,844)	4,715	97	54		N/A	
Fund Balance - Beginning	243,733	243,793	240,338	489,054	502,166	511,920	520,612	529,819	238,975	243,690	243,733	219,221		
Fund Balance - Ending	<u>\$ 243,793</u>	<u>\$ 240,338</u>	<u>\$ 489,054</u>	<u>\$ 502,166</u>	<u>\$ 511,920</u>	<u>\$ 520,612</u>	<u>\$ 529,819</u>	<u>\$ 238,975</u>	<u>\$ 243,690</u>	<u>\$ 243,787</u>	<u>243,787</u>	<u>\$ 219,221</u>		

Stoneybrook at Venice Community Development District

Capital Projects Fund - Series 2017

Statement of Revenue, Expenditures and Changes in Fund Balance
for the Period Ending July 31, 2019

	October	November	December	January	February	March	April	May	June	July	Year to Date	Budget	% of Budget
Revenue and Other Sources													
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest Income													
Deferred Cost Account	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Debt Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Inter-Fund Group Transfers In	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Expenditures and Other Uses													
Professional Services													
District Manager Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Accounting Services	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Other Contractual Services													
Trustee Services	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Underwriting Fees	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Rating Fees	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Printing & Binding	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Legal Services													
Legal - General Counsel	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Inter-Fund Group Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Net Increase/ (Decrease) of Fund Balance	-	-	-	-	-	-	-	-	-	-	-	-	-
Fund Balance - Beginning	-	-	-	-	-	-	-	-	-	-	-	-	-
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>