



**VENETIAN ISLES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
JULY 23, 2024
7:00 P.M.**

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

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

AGENDA
VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT
Venetian Isles Community Clubhouse
15355 Egret Lake Circle
Miami, Florida 33185
REGULAR BOARD MEETING
July 23, 2024
7:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. May 28, 2024 Regular Board Meeting & Public Hearing.....Page 2
- G. Old Business
 - 1. Update Regarding Flow of Traffic on Egret Lakes Circle (Caltran Engineering).....Page 8
 - 2. Update Regarding Surveillance Camera HOA Maintenance Agreement – Sienna.....Page 16
 - 3. Update Regarding Crime Watch Sign HOA Maintenance Agreement – Sienna.....Page 16
 - 4. Update Regarding HOA Contribution/Landscape Maintenance Agreement.....Page 18
 - 5. Update Regarding Stormwater System Cleaning
- H. New Business
 - 1. Lake Bank Encroachments.....Page 20
 - 2. Lake Vegetation.....Page 23
 - 3. 2024 Legislative Session Update Memorandum.....Page 24
- I. Administrative & Operational Matters
 - 1. Update: Miami-Dade County Supervisor of Elections 2024 Qualified Candidate Results
 - 2. Update: Statement of Financial Interest Electronic Filing 2023 Form 1: Filing Deadline July 1, 2024
- J. Board Member and Staff Closing Comments
- K. Adjourn

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

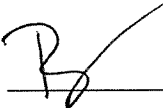
Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT - FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE

in the XXXX Court,
was published in a newspaper by print in the issues of Miami
Daily Business Review f/k/a Miami Review on

10/30/2023

Affiant further says that the newspaper complies with all
legal requirements for publication in chapter 50, Florida
Statutes.

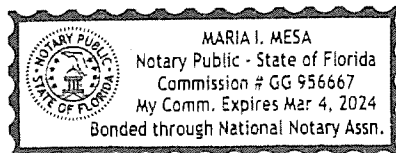


Sworn to and subscribed before me this
30 day of OCTOBER A.D. 2023



(SEAL)

ROSANA SALGADO personally known to me



VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Venetian Isles Community Development District (the "District") will hold Regular Meetings in the Venetian Isles Community Clubhouse Meeting Room located at 15355 Egret Lake Circle, Miami, Florida 33185 at 7:00 p.m. on the following dates:

November 14, 2023
January 23, 2024
March 26, 2024
May 28, 2024
July 23, 2024
September 24, 2024

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

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

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

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

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

VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

www.venetianislescdd.org

10/30

23-28/0000691234M

**VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING
MAY 28, 2024**

A. CALL TO ORDER

District Manager Nancy Nguyen called the May 28, 2024, Venetian Isles Community Development District (the “District”) Regular Board Meeting to order at approximately 7:03 p.m. in the Venetian Isles Community Clubhouse located at 15355 Egret Lake Circle, Miami, Florida 33185.

B. PROOF OF PUBLICATION

Ms. Nguyen presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 30, 2023, as part of the District’s fiscal year 2023/2024 meeting schedule, as legally required.

C. ESTABLISH A QUORUM

Ms. Nguyen determined that the attendance of Chairman David Mattison, Vice Chairwoman Mary Ann Delgado, and Supervisors José Medina and David Marquez constituted a quorum, and it was in order to proceed with the meeting.

Staff members in attendance were: District Manager Nancy Nguyen of Special District Services, Inc.; and District Counsel Liza Smoker of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also in attendance were the following District residents: Joanna Benech, Mayda Campoamor, John Grutti and Eduardo Molieri.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

Ms. Joanna Benech explained that on SW 152nd Avenue, as you approach the Venetian Isles SW 30th Street entrance, there was an area where cars can parallel park. Ms. Benech expressed her concern for the visibility of motorists exiting the community from SW 30th Street when there are cars parked in this area. Ms. Benech requested that the District have “Stop” signs or a traffic light installed at the intersection of SW 30th Street and SW 152nd Avenue. Ms. Nguyen explained that SW 152nd Avenue was a Miami-Dade County (the “County”) road, and as such, the request should be placed with the County. Ms. Nguyen stated that she would submit a request as well on behalf of the District, but the more complaints/concerns the County receives from residents, the higher the probability that action will take place.

F. APPROVAL OF MINUTES

1. March 26, 2024, Regular Board Meeting

Ms. Nguyen presented the minutes of the March 26, 2024, Regular Board Meeting and asked if there were any changes and/or corrections.

There being no comments or changes, a **motion** was made by Mr. Marquez, seconded by Ms. Delgado, and passed unanimously approving the minutes of the March 26, 2024, Regular Board Meeting, as presented.

Ms. Nguyen requested that the Board consider taking the meeting agenda out of order and that Old Business, Item 6. - Update Regarding HOA Contribution – Landscape Maintenance (HOA Request), be discussed prior to the Public Hearing. The Board agreed.

NOTE: Old Business, Item 6. Was discussed at this time.

NOTE: At approximately 7:21 p.m., Ms. Nguyen recessed the Regular Meeting and simultaneously opened the Public Hearing.

G. PUBLIC HEARING

1. Proof of Publication

Ms. Nguyen presented proof of publication that notice of the Public Hearing had been published in the *Miami Herald* on May 8, 2024, and May 15, 2024, as legally required.

2. Receive Public Comments on Fiscal Year 2024/2025 Final Budget

Ms. Nguyen opened the public comment portion of the Public Hearing to receive comments on the 2024/2025 fiscal year final budget and non-ad valorem special assessments. There being no comments, Ms. Nguyen closed the public comment portion of the Public Hearing.

3. Consider Resolution No. 2024-03 – Adopting a Fiscal Year 2024/2025 Final Budget

Ms. Nguyen presented Resolution No. 2024-03, entitled:

RESOLUTION NO. 2024-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT
APPROVING AND ADOPTING A FISCAL YEAR 2024/2025 FINAL
BUDGET INCLUDING NON-AD VALOREM SPECIAL ASSESSMENTS;
AND PROVIDING AN EFFECTIVE DATE.**

Ms. Nguyen stated that the document provides for approving and adopting the fiscal year 2024/2025 final budget and the non-ad valorem special assessment tax roll. Ms. Nguyen stated that even though the District has not received their cost share for landscaping services, the District can leave the \$50,000 in the Maintenance Contingency budget line. Ms. Nguyen reminded the Board that this is a budget, and if any budget lines or amounts are not used during Fiscal Year 2024/2025, those funds

will remain as part of the District's fund balance. Mr. Mattison requested that the Maintenance Contingency budget line name be updated to Grounds Maintenance Contingency. He further explained that this will make it clear to anyone reading the budget that this budget line is for landscaping. A discussion ensued, after which:

A **motion** was made by Ms. Delgado, seconded by Mr. Marquez, and unanimously passed to approve and adopt Resolution No. 2024-03, as amended (changing the Maintenance Contingency budget line to Grounds Maintenance Contingency); thereby setting the 2024/2025 final budget and non-ad valorem special assessment tax roll.

NOTE: At approximately 7:34 p.m., Ms. Nguyen closed the Public Hearing and simultaneously reconvened the Regular Meeting.

H. OLD BUSINESS

1. Update Regarding Flow of Traffic on Egret Lakes Circle

Ms. Nguyen reminded the Board that during the March 26, 2024, Regular Board Meeting, the Venetian Isles Master Association, Inc (the "HOA") Board of Directors present stated that the HOA would review the Pilot Project – Option B plans for possible approval. Ms. Nguyen further explained that the plans were emailed to the HOA Board of Directors following the March 26, 2024, meeting but she had not yet received a response. Ms. Nguyen reminded the Board and those present that modifications to Egret Lakes Circle could not be made unless both the District and the HOA approve the modifications.

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

2. Discussion Regarding Speed Hump Locations (HOA Request)

Ms. Nguyen reminded the Board that during the March 26, 2024, Regular Board Meeting, the HOA President, Mr. Lester Garcia, agreed to prepare a map depicting the locations of the additional speed humps being requested by the HOA and such maps would be presented during the next District meeting.

Ms. Nguyen explained that she had not yet received the map from Mr. Garcia after several requests. Ms. Nguyen reminded the Board that during the May 23, 2023, Regular Board Meeting, the Board made a motion to keep the speed humps in their current locations. This item was added to the March 26, 2024, Regular Board Meeting agenda as a courtesy to a new Board Supervisor on the District Board. Ms. Nguyen stated that due to the lack of response from the HOA, this item would not be added to any future agendas unless directed otherwise by the District Board. The Board agreed with Ms. Nguyen.

3. Discussion Regarding Surveillance Camera Upgrades – Sienna (HOA Request)

Ms. Nguyen stated that the surveillance camera upgrades and camera components in the Sienna subdivision had been completed. She further explained that she requested that the contractor install an additional camera to have a better view of the Sienna entrance for an additional \$300.

A **motion** was made by Mr. Medina, seconded by Mr. Marquez, and unanimously passed ratifying the District Manager's actions and approving the installation of an additional surveillance camera in the Sienna subdivision at a cost of \$300.

A draft Sienna Subdivision CCTV System Maintenance Agreement for the (CCTV System Maintenance Agreement) was presented to the Board for consideration. A discussion ensued, after which, the Board consensus was that the HOA should also assume the internet services responsibility.

Ms. Smoker noted the requested change and will provide Ms. Nguyen with the updated CCTV Maintenance Agreement for further approval from the HOA.

4. Update Regarding Sidewalk Trip Hazards

Ms. Nguyen stated that the District Sidewalk Trip Hazard Project had been completed.

5. Update Regarding Stormwater System Cleaning

Ms. Nguyen stated that the stormwater system cleaning project would commence this Thursday, May 30th, and should take approximately three (3) days to complete. The Board requested that the work be performed only during weekdays. Ms. Nguyen acknowledged the Board's request.

6. Update Regarding HOA Contribution – Landscape Maintenance (HOA Request)

NOTE: This item was discussed prior to agenda item G.

Ms. Nguyen stated that she was still awaiting receipt of the landscape cost allocations from the HOA. Mr. Molieri stated that the HOA sent the landscape service cost allocation request to Plant Brothers, the landscaping contractor, but they have not received it. Ms. Nguyen stated that the Landscape Maintenance Agreement cannot be approved until the allocation amount is received.

This item will be discussed during the next District meeting.

7. Update Regarding Crime Watch Sign Placements – Sienna (HOA Request)

Ms. Nguyen presented the Crime Watch Sign Maintenance Agreement (the "Crime Watch Agreement") for the Board's review. Ms. Nguyen explained that the Crime Watch Agreement only pertains to two (2) crime watch signs in the Sienna subdivision. Mr. Molieri stated that the Crime Watch signs in the other subdivisions had not been installed because the HOA was awaiting the agreement from the District. Ms. Nguyen explained that all other Crime Watch signs were on HOA owned infrastructure, and as such, an agreement with the District was not required. Mr. Molieri explained that the HOA would proceed with the installation of the Crime Watch signs for the other subdivisions.

A **motion** was made by Mr. Medina, seconded by Mr. Marquez, and unanimously passed approving the Crime Watch Sign Maintenance Agreement, and further authorizing the distribution to the Venetian Isles Master Association, Inc. for approval and execution.

8. Update Regarding Bus Stop Shelter Request (Carlos Prieto, District Resident)

Ms. Nguyen stated that she had been contacted by Mr. Carlos Prieto, again, requesting that a bus shelter on Egret Lakes Circle be considered by the District Board. She further explained that Mr. Prieto apologized for being unable to attend tonight's meeting. Ms. Nguyen reminded the Board that during the March 26, 2024, Regular Board Meeting, the HOA Board of Directors in attendance stated that they would allow access to the clubhouse. In turn, the District Board consensus was not to install a bus shelter. A discussion ensued, after which:

The Board stated that their opinion was that the HOA should consider allowing students access the clubhouse, as a bus shelter will not be considered by the District Board at this time.

I. NEW BUSINESS

1. Consider Resolution No. 2024-04 – Adopting a Fiscal Year 2024/2025 Meeting Schedule

Ms. Nguyen presented Resolution No. 2024-04, entitled:

RESOLUTION NO. 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2024/2025 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

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

A **motion** was made by Ms. Delgado, seconded by Mr. Marquez, and unanimously passed to approve and adopt Resolution No. 2024-04, as presented; thereby setting the 2024/2025 regular meeting schedule and authorizing the publication of the annual meeting schedule, as required by law.

J. ADMINISTRATIVE & OPERATION MATTERS

1. Qualifying Period Announcement: Noon, June 10, 2024 – Noon, June 14, 2024 (Seats 1, 2 & 5)

Ms. Nguyen advised that the 4-year terms of office for Seat 1 (Juan Cespedes), Seat 2 (David Marquez), and Seat 5 (Jose Medina) were expiring in November 2024. The qualifying period for election and/or re-election has been set for Noon, June 10, 2024, through Noon, June 14, 2024. Those candidates interested in running for election can submit their qualifying documents in person to the Miami-Dade County Supervisor of Elections' Office located at 2700 NW 87th Avenue, Miami, Florida 33172 (no earlier than fourteen days prior to commencement of the qualifying period). More information on election qualifying will be provided to those interested prior to the qualifying dates. The new terms of office would be a 4-year term through Election Day in November 2028.

The Board requested that a reminder be sent to the HOA Manager to send an email blast to the resident of the community with the qualifying period information. Ms. Nguyen acknowledged the Board's request.

2. Statement of Financial Interest Electronic Filing 2023 Form 1: Filing Deadline July 1, 2024

Board Members were reminded of the importance of electronically completing their individual 2023 Statement of Financial Interests Form 1 through the Florida Commission on Ethics Electronic Financial Disclosure Management System (EFDMS). Ms. Nguyen informed the Board that she sent an email to the Board with instructions on how to complete their registration for EFDMS. The deadline for submittal is July 1, 2024.

K. BOARD MEMBERS & STAFF CLOSING COMMENTS

Ms. Nguyen informed the Board that Dr. Cespedes planned to attend tonight's meeting. She stated that she was in possession of a resignation email from Dr. Juan Cespedes with an effective date of May 29, 2024, which he planned on submitting upon the adjournment of the meeting. Ms. Nguyen advised that it would be in order for the Board to consider.

Mr. Medina requested that the resignation email be read into the record.

Ms. Nguyen read Dr. Cespedes' resignation email as follows:

Good Morning Ms. Nguyen. Please accept my resignation from the CDD effective **May 29th** due to health reasons. I will try to attend tonight's meeting virtually. Thank you for all that you do.

Dr. Juan R. Céspedes
Venetian Isles Community Development District
Sine Labore Nihil

A **motion** was made by Mr. Medina, seconded by Ms. Delgado, and unanimously passed accepting the resignation of Dr. Juan Cespedes, effective May 29, 2024.

Ms. Nguyen stated that there was now a vacancy in Seat 1 which term expires in November 2024.

L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Mattison, seconded by Mr. Medina and passed unanimously adjourning the Regular Board Meeting at approximately 8:21 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

July 10, 2024

Ryan Quiroga
Special District Services, Inc.
Field Operations Manager
786-609-8717
rquiroga@sdsinc.org



Mr. Quiroga.

CALTRAN Engineering Group, Inc. (CALTRAN) is pleased to submit the following proposal to provide engineering services to complete traffic study and design for the Venetian Isles Traffic Circle at the Venetian Isles Community in Miami-Dade County.

Contract

THIS AGREEMENT (this "Agreement") is made and entered into on this ____ day of _____, 2024, by and between **CALTRAN Engineering Group, Inc.**, ("Consultant") whose mailing address is 790 NW 107 Avenue, Suite 200, Miami, FL 33172 and _____ ("Client") whose mailing address is _____

_____ for purposes of performing providing engineering services for project referenced following Miami Dade County Criteria.

Article I. Term

The Scope of Work shall commence no later than 5 days after mutual execution of this Agreement (the "Commencement Date") and delivery to CALTRAN through a Notice to Proceed (NTP).

Article II. Scope of Work

Upon a field visit it was discussed the need to improvements for the current conditions of the Venetian Circle by incorporating improvements that aim to enhance the safety conditions of motorized and non-motorized traffic. Those improvements include: that could include: Lane elimination to incorporate a cycle-track with separation and/or maintain current typical section while incorporating directional islands at the main access points of the traffic circle. As a result, the proposed scope objective is to respond which improvements will provide cost effective measures that response to needs of the community.

Task 1. Traffic Study (Estimated Completion: 7-9 Weeks)

1. Assessment of the impact area.
2. Perform seven (7) entrance movement counts including non-motorized traffic during the peak hours as well as two (2) volume/speed measurements for 24-hours.
3. Comparison with 2014 traffic study results.
4. Provide a micro-simulation of existing and future conditions during AM and PM periods
5. Evaluate future traffic operations to include but not limited to traffic diversion and queue lengths.
6. Provide conceptual design
7. Up to three meetings as necessary to include the Client and City or County.
8. Present complete final documentation (2 hard-copy reports and digital files).

Task 2. Engineering Design Estimated Completion: 10-12 Weeks upon approval by stakeholders)

- Assessment of the impact of the potential improvements in consideration.
- Coordination with stakeholders.
- Due Diligence with the County to determine possible design considerations to the proposed improvements.
- Coordination with improvements and utilities.
- Prepare engineering component package following Miami-Dade County and FDOT Florida Design Manual to include:
 - Key sheets
 - Tabulation of quantities as per FDOT pay items
 - Notes
 - Roadway Plans
 - Paving and Grading with proposed new elevations
 - Drainage
 - Signing and pavement marking plans
 - Details among others.
- Coordination with Miami-Dade County and additional stakeholders for permitting.
- Respond to jurisdiction Design Review comments.
- Up to 4 Meetings with County, Contractor and /or client.

Article III. Fee Proposal

- 3.01 Based on the above tasks, CALTRAN can complete this design for a lump sum cost of **\$9,500.00 for Task 1 and \$14,500.00 for Task 2.**
- 3.02 Subject at all times to the other requirements and limitations set forth in this Agreement, Client agrees to make Progress Payments to Consultant.
- (a) **50% of the Contract Price is due within five (5) days of mutual execution of this Agreement and Notice to Proceed for each task, which shall be held as a retainer and shall be applied against the final invoice.**
- 3.03 These figures are limited to the proposed scope and site plan provided at the time of notice to proceed; anything that is going to require an additional 10% of time allocated by CALTRAN to changes requested by the client will be considered additional services entitling CALTRAN to request compensation according to the approved mentioned in section 3.10. These fees also do not include any substantial direct expenses (i.e. printing of more than two copies), participation in meetings or negotiations not related to the scope, as well as, potential comments generated by stakeholders which may take place after 6 months of CALTRAN final submittal.
- 3.04 Disclaimer: This scope is limited to perform a traffic study and engineering plans. This scope does not the intent to preclude or prevent incidents or crashes or the need of implementation of additional improvements such pavement restoration and/or adding traffic control devices. CALTRAN will not be responsible of lack of compliance with Federal, State, County of existing/proposed conditions or features outside of CALTRAN scope.
- 3.05 At such time as Consultant shall desire to obtain any Progress Payment, Consultant shall deliver to Client a request for disbursement (each being hereinafter referred to as a "Request") which shall be paid to Consultant in accordance with this Agreement; provided that Consultant provides to Client partial releases of lien and waivers for the Scope of Work completed by Consultant as of the date of the Request.

- 3.06 Consultant's signature and submittal of a Request shall comprise Consultant's certification that the Scope of Work for which payment is requested has been completed in accordance with this Agreement and has been fully paid for or will be fully paid for with the proceeds of the requested advance.
- 3.07 Subject at all times to the other requirements and limitations hereof, Client shall make payment to Consultant not later than fifteen (15) days after Client receives a properly completed Request for Progress Payment from Consultant. Payments outstanding beyond such 15 day period shall incur an interest of 15% per annum or the highest rate allowed by law, whichever is greater, until such time as the outstanding amount is paid in full, in addition to any fees or expenses (including but not limited to reasonable attorneys' fees and court costs) incurred by Consultant in attempting to collect the overdue payment.
- 3.08 Prior to disbursement of the final Progress Payment, Consultant shall deliver final releases of lien from Consultant and all materialmen, contractors, subcontractors, laborers or any other person, firm or corporation for goods delivered or for services performed by them regardless of whether such persons filed a notice to Client.
- 3.09 **Exclusions:** Contract Price does not include supplementary evaluations such as additional traffic data collection and/or intersection microscopic analysis, topographic survey, structural analyses for not at-graded structures, landscaping, electrical and/or geotechnical test/inspections. The following items are also to be excluded from the scope of this agreement: Payment of permit or application fees, site and construction safety, construction administration, services or preparing to serve as expert witness in connection with any proceeding, legal or otherwise regarding this project.
- 3.10 In the event Client wishes to have Consultant assist in other supplemental/additional tasks or participate in hearings or meetings beyond those expected under the Scope of Work, this can be addressed with an addendum to this Agreement based on Consultant's hourly rates as follows: \$231.00 per hour for project manager, \$231.00 per hour for senior Staff Engineer, \$145.00 per hour for Traffic Engineer, \$125.00 per hour for CAD Operator/Sr Technician and \$80.00 per hour for technician/clerical.

Article IV. Changes in Services

- 4.01 All time limits stated in this Agreement are of the essence. Notwithstanding the foregoing, in the event that (i) Client changes instructions which require revisions to the Project (including but not limited to a change in Client's budget or size of the Scope of Work and/or the Project); (ii) there is a change or revision in any applicable code, law, regulation or official interpretation which necessitates changes to the Project; or (iii) Client's failure to perform as required hereunder, the parties shall agree to an appropriate adjustment in Consultant's schedule and if necessary, the compensation due to Consultant hereunder.
- 4.02 *Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires; riots; war or other emergencies or acts of God; failure of any governmental agency to act in a timely manner; failure of performance by Client or Client's consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation. Nothing herein shall serve to include the current COVID-19 Pandemic as justification for any delay of the Work, and Consultant shall abide by any and all local, state, and federal guidelines with regard to such Pandemic; however, unless local, state or federal rules, laws, restrictions are implemented as a result of COVID-19 that interfere with Consultant's ability to perform its work justification for delay will be granted.*

- 4.03 If Consultant is delayed at any time in the progress of the Scope of Work by changes ordered in the Scope of Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Consultant's control, or by any cause which Client may determine justifies the delay, then the Completion shall be extended by written change order for such reasonable time as parties may mutually determine. All requests for extensions of time other than those associated with changes in the Scope of Work must be submitted in writing to Client within five (5) business days of the event giving rise to the delay. Failure to so request an extension will constitute a waiver of any right for an extension of time.
- 4.04 Any changes in the Scope of Work or any adjustment in the Contract Price or time periods in this Agreement shall only be made upon written change order executed by Client and Consultant. If Consultant proceeds with such changes to the Scope of Work without obtaining a written change order, it shall be assumed that Consultant has performed such Scope of Work at no additional charge. The requirement for written change orders under this Article cannot be waived and it is a condition precedent to Consultant being entitled to any payment for the additional Scope of Work performed.

Article V. Ownership of Documents

- 5.01 Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant and the Consultant's consultants are Instruments of Service ("Instruments of Service") for use solely with respect to this Project. The Consultant and the Consultant's consultants shall be deemed the authors of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon Client paying the Contract Price, Client shall become the owner of the Instruments of Service and Consultant shall provide Client with copies of the Instruments of Service. However, Consultant shall retain the copyrights to the Instruments of Service.
- 5.02 Upon execution of this Agreement, the Client shall have the right to reproduce the Consultant's Instrument of Service solely for the purpose of constructing, using and maintaining the Project, provided that the Client shall comply with all obligations set forth in this Agreement, including prompt payment of all sums when due, under this Agreement.
- 5.03 Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to the Consultant and the Consultant's consultants.
- 5.04 Consultant shall retain copies of drawings for its own portfolio and marketing brochures.

Article VI. Termination or Suspension

- 6.01 If Client fails to make payment for services or otherwise materially defaults under the terms of this Agreement, Consultant, at its option, may declare this Agreement in default and may either terminate the Agreement or suspend the work. If Consultant elects to terminate this Agreement, Consultant shall provide Client with written notice of termination as stipulated herein.
- 6.02 Termination for Cause: Either party may terminate this Agreement upon seven (7) days written notice. The party initiating the termination notice must provide the other with a reasonable opportunity to cure, but in no event more than ten (10) calendar days from receipt of written notice.
- 6.03 Termination of Consulting Services Not-for-Cause: Client may terminate Consultant without cause upon seven (7) day written notice of termination. In the event of termination without cause, Consultant shall be compensated for all services actually rendered through the date of receipt of written termination notice in accordance with the terms of this Agreement.
- 6.04 Termination of Professional Services with the Client Not-for-Cause: Consultant may terminate professional Services with the Client, without cause, upon no less than forty-five (45) calendar day written notice.

Article VII. Miscellaneous Provisions

- 7.01 **Insurance**
(a) **Insurance Required.** Consultant shall, at its sole expense, maintain at all times during the

performance of the Scope of Work under this Agreement and during the term of this Agreement, and for such additional time as may be required by the Agreement, insurance coverages with limits not less than those set forth below with insurers licensed to do business in the State in which the Property is located, currently rated at least "A" Financial Strength Rating and "X" in Financial Size Category by A.M. Best, and under forms of policies consistent with the following provisions: (i) Worker's Compensation coverage in compliance with statutory requirements; and Employer's Liability insurance covering all employees of Consultant, with limits of liability of \$1,000,000 Bodily Injury by Accident, Each Accident; \$1,000,000 Bodily Injury by Disease, Policy Limit; \$1,000,000 Bodily Injury by Disease, Each Employee; (ii) Commercial General Liability on ISO CG 00 01 or equivalent form acceptable to Owner written on an occurrence basis with limits of liability of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate per policy year, (iii) Professional Liability/Errors and Omissions Insurance of at least \$1,000,000 per claim and \$2,000,000 in the aggregate, applicable to professional acts, errors and omissions arising out of the Services to be performed under the terms of the Contract; (iv) Automobile Liability insurance with a minimum combined single limit of \$1,000,000 per occurrence covering the liability of Consultant arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated; and (v) Umbrella or Excess Liability insurance following the form of Employer's Liability, General Liability, and Automobile Liability, with minimum limits of \$1,000,000. Consultant shall require all subconsultants to carry the insurance required herein unless otherwise authorized in writing by Client, or the Consultant may, at its option, provide coverage for any or all subconsultants, and, if so, the evidence of insurance submitted shall so stipulate. The client shall be named as an additional insured on subconsultant's insurance policies, with the exception of any professional liability insurance.

- 7.02 **Betterment:** If due to the Client's negligence, a required item or component of the project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
- 7.03 **Indemnification:** Each party shall indemnify, defend and hold the other harmless the other party, its officers, directors, employees, Association owners and agents from and against all claims, damages, liability and costs, including without limitation reasonable attorneys' fees and costs and defense costs, arising out of or in connection with the performance or non- performance of this Agreement, excepting only those damages, liabilities or costs attributable to the gross negligence or willful misconduct of the other party.
- 7.04 Each party shall indemnify, defend and hold the other harmless the other party, its officers, directors, employees, Association owners and agents from and against all claims, damages, liability and costs, including without limitation reasonable attorneys' fees and costs and defense costs, arising out of or in connection with the performance or non- performance of this Agreement, excepting only those damages, liabilities or costs attributable to the gross negligence or willful misconduct of the other party.
- 7.05 This Agreement and the exhibits and schedules attached hereto and incorporated herein represents the entire and integrated Agreement between Client and Consultant and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only if agreed to by both parties, in writing and executed by both parties.
- 7.06 This Agreement is deemed effective only upon execution by both parties. If full execution is not accomplished within forty-five (45) days from the date indicated on page one of this Agreement, the offer set forth by tendering a signed copy of this Agreement shall be null and void.

- 7.07 **Written notice:** Written notice shall be deemed to have been duly served if delivered in person to Consultant or Client or shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed at the addressed first listed above.
- 7.08 Any term or provision of this Agreement found to be invalid under any applicable Statute or rule of law shall be deemed omitted, and the remainder of this Agreement shall remain in full force and effect.
- 7.09 **Amendments:** This Agreement may be amended by the parties only by a written agreement signed by both parties.
- 7.10 **Attorneys' Fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to court costs and reasonable attorneys' fees in addition to any other relief to which that party may be entitled.
- 7.11 **Third-Party Beneficiaries:** There are no Third-Party Beneficiaries to this Agreement and nothing contained in this Agreement gives any person(s) or entity(ies) any rights against Consultant or Client, whether as a third-party beneficiary or otherwise.
- 7.12 **Florida Statute 558.0035:** Subject to the provisions of Section 558.0035, Florida Statutes, PURSUANT TO, BUT SUBJECT TO THE CONDITIONS AND LIMITATIONS OF, SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT
- 7.13 **No Personal Liability:** None of Consultant's partners, directors, officers or employees will have any personal liability under or in connection with this Agreement, and Client shall not name them in or seek to join them in any action related to the Services or this Agreement.
- 7.15 **Governing Law.** This Agreement is being delivered and is intended to be performed in the State of Florida and shall be construed and enforced in accordance with the substantive laws of such State. Upon the occurrence of any dispute directly or indirectly arising under or in connection with this Agreement, which dispute is not amicably resolved by all parties thereto, all parties to this Agreement, by their execution of this Agreement, designate the applicable state or federal court situate in Miami-Dade County, Florida as the sole tribunal to which such dispute shall be taken and all parties hereto hereby agree to submit to and be bound by the personal jurisdiction of such court.

- 7.16 **CONSEQUENTIAL DAMAGES WAIVER:** IN NO EVENT SHALL EITHER PARTY, THEIR PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, LIQUIDATED, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.17 **Limitations:** Consultant's Liability to Client for damages arising out of the services contemplated herein are limited to the sum of the Consultant's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date specified above.

CONSULTANT

CLIENT

CALTRAN Engineering Group, Inc.

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

From: Jose A. Torres <jtorres@cuevaslaw.com>
Sent: Monday, July 15, 2024 3:48 PM
To: Nancy Nguyen <nnguyen@sdsinc.org>
Cc: President Lester Garcia <president@venetianislesmiami.com>; Vice President Carlos Rosero <vp@venetianislesmiami.com>; Ryan Quiroga <rquiroga@sdsinc.org>
Subject: RE: Venetian Isles CDD 3/26/24 Mtg. - HOA Matters

Good afternoon Ms. Nguyen,

My office serves as legal counsel to Venetian Isles Master Association, Inc. ("VI"). I reviewed the attached proposed agreements and communicated with VI's Board, Lester Garcia and Carlos Rosero (both of whom are copied here for ease of communication), regarding the same in furtherance of the email thread below. Below are VI's initial comments for the District's review, but I believe additional direct communications between VI and the District will be necessary to address VI's concerns regarding both agreements.

CCTV System

Regarding the proposed maintenance agreement for the CCTV System in the Sienna Subdivision, VI's intent in submitting this request to the District was to arrange for Sienna's CCTV system to be fed into VI's general community CCTV camera system. Candidly, the proposed maintenance agreement from the District goes beyond what VI had anticipated. VI is agreeable to maintaining the equipment and monitoring the cameras, but they have no dollar figure attached to the equipment and installation cost. VI will also require a technician to confirm if VI can easily integrate these cameras into their community master system before equipment selection is finalized. Accordingly, VI will need to gather more information before agreeing to the terms of the agreement.

With respect to the current language of the proposed agreement, VI requests that the District include an additional indemnity provision under paragraph #7 which provides that the District must indemnify VI in the event of any damage incurred by VI as a result of the District's actions. This proposed language is below:

"The District agrees to indemnify, defend, and hold harmless the Association, its officers, directors, employees, representatives, members, and agents ("Indemnified Parties") from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) ("Claims") that the Indemnified Parties may sustain or incur arising out of or resulting from the District's negligence, willful misconduct, or material breach of this Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement. The Association shall promptly notify the District in writing of any Claim for which it seeks indemnification, and the District shall have the right to assume the defense thereof with counsel reasonably satisfactory to the Association. The Association's failure to promptly notify the District shall not relieve the District of its indemnification obligations, except to the extent that the District is materially prejudiced by such failure."

Similarly, under paragraph #10 of the Agreement, the following should be added for purposes of receiving notices:

"With a copy to: Cuevas, Garcia & Torres, P.A.

4000 Ponce De Leon Boulevard, Suite 770
Coral Gables, Florida 33146
Attention: Jose A. Torres, Esq.”

Crime Watch Signs

Regarding the proposed maintenance agreement concerning the installation of the Crime Watch (CW) signs, VI informed me that this request was presented to the District as a good faith gesture in furtherance of a request made to VI by a few residents of homes located in the Sienna subdivision. In passing this request along to the District, VI did not intend to assume any liability or responsibility with respect to the CW signs beyond agreeing to pay, as a courtesy in good faith, for the cost of having the CW signs installed. VI is not agreeable to being subject to an ongoing contractual obligation to provide continued maintenance to the CW signs once installed, nor is VI agreeable to being subject to the insurance requirements of paragraph #8 of the draft Agreement. Rather, VI requests that the District maintain the CW signs once installed and assume all liabilities related thereto. Please let us know if that is something the District is agreeable to.

Thank you.

Sincerely,
Jose A. Torres, Esq.
Partner/Shareholder

Cuevas, Garcia & Torres, P.A.
Vantage Property Title Company, Inc.
4000 Ponce De Leon Blvd., Ste. 770
Coral Gables, FL 33146
Tel: (305) 461-9500
Fax: (786) 362-7127
E-mail: jtorres@cuevaslaw.com
Website: www.cuevaslaw.com



VENETIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

Landscape Maintenance Costs

July 9, 2024

	Cost Per Service	Occurrence	Annual Cost
Mowing*	\$ 1,560.00	26	\$ 40,560.00
Detail Trimming	\$ 1,290.00	12	\$ 15,480.00
Palm Trimming	\$ 13,000.00	2	\$ 26,000.00
Annuals	\$ 3,000.00	3	\$ 9,000.00
Wet Checks	\$ 1,300.00	12	\$ 15,600.00
Tree Trimming**	\$ -	1	\$ -
Palm Fertilization**	\$ -	4	\$ -
TOTAL			\$ 106,640.00

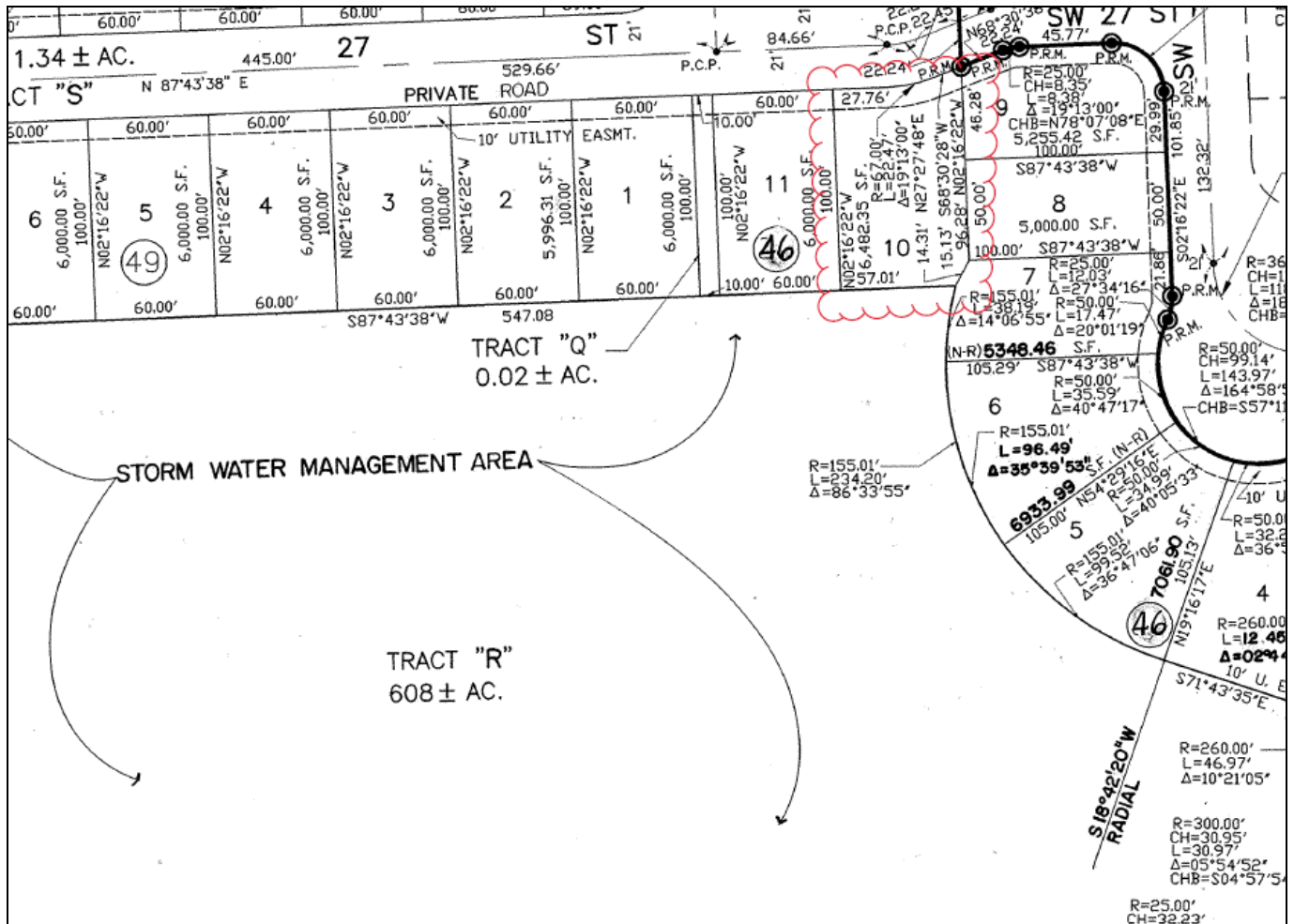
Monthly cost is \$5,200. CDD share is 30%

Monthly cost is \$4,300. CDD share is 30%

*Landscape contractor recommends increasing the mowing to weekly services for the summer months.

**Not part of the landscape maintenance contract. Service is recommended for the health of the vegetation.

6/7/2022 P:\020702 - Venetian Isles CDD (Yearly report & others)\2022 Report\001-CADD\EXHIBIT-02.dgn





ESTIMATE

Nicoya Landscaping Inc
16051 SW 281 ST
Homestead, FL 33033

nicoyalawnscaping@gmail.com
+1 (305) 967-1103



Venetian Isles

Bill to
Venetian Isles
C/O Speacial District Services, inc. 2501A
Burns Rd.
Palm Beach Gardens, FL 33410

Ship to
Venetian Isles
C/O Speacial District Services, inc. 2501A
Burns Rd.
Palm Beach Gardens, FL 33410

Estimate details

Estimate no.: 1227
Estimate date: 05/09/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Landscape Services	The maintenance of the grass coming out from the 7 lakes located at Venetian Isles CDD areas.	1	\$1,040.00	\$1,040.00
Total						\$1,040.00

MEMORANDUM

TO: District Manager

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

DATE: July 12, 2024

RE: 2024 Legislative Update

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

1. Chapter 2024 – 136, Laws of Florida (HB 7013). The legislation establishes a 12-year term limit for members of popularly elected bodies governing independent special districts, excluding terms starting before November 5, 2024, and excluding certain districts. Supervisors of Community Development Districts (CDDs) do not have term limits. The act provides that the boundaries of independent special districts may only be changed by general law or special act. The law revises criteria for declaring special districts inactive, to include those with no revenue, expenditures, or debt for five consecutive fiscal years, and extends the objection period for proposed inactive status declarations from 21 to 30 days. The law stipulates that a special district deemed inactive can only use funds to service outstanding debt and fulfill existing bond covenants and contractual obligations. Additionally, the law repeals section 163.3756, F.S., to align the regulations for Community Redevelopment Agencies (CRAs) with those applicable to other special districts. The bill repeals sections 165.0615 and 190.047, F.S., which allow independent special districts and CDDs, respectively, to convert to a municipality without legislative approval.

Performance Measures and Standards

The legislation also mandates special districts to establish goals, objectives, performance measures, and standards for each program and activity they undertake by October 1, 2024, or the end of their first full fiscal year, and to report annually on their achievements and performance. Furthermore, by December 1 of each subsequent year, each district must produce an annual report detailing the goals and objectives it has accomplished, the performance measures and standards used for evaluation, and any goals or objectives that were not met. The annual report must be published on the District's website.

For independent special fire control districts, the bill requires reporting on volunteer firefighter training by October 1 annually.

The legislation reduces the maximum ad valorem millage rate for mosquito control districts from 10 mills to one mill, allowing an increase to two mills via referendum, and requires submission of work plans and budgets to receive state funds. Lastly, the law prohibits the creation of new Neighborhood Improvement Districts (NIDs) after July 1, 2024, and mandates a performance review of existing NIDs by September 30, 2025.

The effective date of this act is July 1, 2024.

2. Chapter 2024 – 80, Laws of Florida (HB 433). The legislation prohibits political subdivisions from establishing, mandating, or requiring employers, including those contracting with political subdivisions, to meet heat exposure requirements not mandated by state or federal law. The law clarifies that it does not limit the authority of political subdivisions to establish heat exposure requirements¹ for their direct employees. Effective September 30, 2026, the law amends Florida’s wage and employment benefits law, prohibiting political subdivisions from controlling or affecting wages or employment benefits provided by vendors, contractors, service providers, or other parties through purchasing or contracting procedures. In addition the law prohibits using wages or employment benefits as evaluation factors or awarding preferences based on them. The law removes the ability of local governments to require a minimum wage for certain employees under contract terms and states that these revisions do not impair contracts entered into before September 30, 2026. Lastly, this act prohibits local governments from adopting or enforcing regulations on employee scheduling, including predictive scheduling, by private employers except as expressly authorized or required by state or federal law, rule, regulation, or federal grant requirements. Except as otherwise provided, the effective date of this act is July 1, 2024.

3. Chapter 2024 – 204, Laws of Florida (HB 149). The legislation raises the maximum limit for continuing contracts under the Consultants' Competitive Negotiation Act (CCNA) from an estimated per-project construction cost of \$4 million to \$7.5 million, with an annual adjustment based on the Consumer Price Index (CPI). Starting July 1, 2025, and annually thereafter, the Department of Management Services (DMS) is mandated to adjust the maximum allowable amount for each project in a continuing contract according to the change in the June-to-June CPI for All Urban Consumers, as issued by the Bureau of Labor Statistics. DMS is required to publish the adjusted amount on its website. The effective date of this act is July 1, 2024.

4. Chapter 2024 – 202, Laws of Florida (HB 59). The legislation amends section 720.303, F.S., requiring Homeowner Associations (HOAs) to provide a physical or digital copy of the HOA’s rules and covenants to all members by October 1, 2024. This requirement extends to all new members upon joining and includes providing updated copies whenever amendments to the rules or covenants occur. HOAs are authorized to set standards for the distribution method and timing for these documents. The law also stipulates that HOAs maintain certain official records, such as the HOA’s declaration of covenants and any amendments, within the state for at least seven years. These records must be accessible to parcel owners for inspection or copying, either physically or electronically. The effective date of this act is July 1, 2024

¹ A standard to control an employee’s exposure to heat or sun and mitigate its effects. This includes employee monitoring, water consumption, cooling measures, acclimation periods, informational notices, heat exposure programs, first-aid measures, protections for reporting heat exposure, and related reporting and recordkeeping.

5. Chapter 2024 – 221, Laws of Florida (HB 1203). The legislation establishes educational requirements for community association managers (CAMs) and HOA directors. By January 1, 2025, HOAs with 100 or more parcels must post certain official records on their website or application. It allows parcel owners to request a detailed accounting of any amounts owed to the HOA, and if not provided, the board forfeits any outstanding fine under specific conditions. The bill prohibits HOAs and their committees from imposing requirements on the interior of structures not visible from the frontage, adjacent property, common areas, or golf courses. The law also forbids the need for HOA or committee approval for central air-conditioning, heating, or ventilating systems if not visible from the frontage, adjacent property, common area, or golf course, and if they are similar to approved systems. Criminal penalties are introduced for HOA officers, directors, or managers accepting kickbacks. Additionally, HOAs cannot prevent homeowners from installing vegetable gardens and clotheslines in non-visible areas, and certain HOA election voting activities are classified as a first-degree misdemeanor. The effective date of this act is July 1, 2024.

6. Chapter 2024 – 44, Laws of Florida (HB 621). The legislation establishes section 82.036, F.S., creating a process for removing unauthorized persons (squatters) from residential property. Property owners or their authorized agents can file a verified complaint with the county sheriff, who, upon verifying the complainant's identity and ownership, must serve notice to the occupants to vacate immediately. The law grants immunity to the sheriff and property owner for any property loss or damage unless the removal is wrongful. It also establishes a civil cause of action for wrongful removal, allowing the wrongfully removed party to seek damages, court costs, and attorney fees. The effective date of this act is July 1, 2024.

7. Chapter 2024 – 147, Laws of Florida (SB 7020). The legislation amends section 1.01, F.S., the statute defining “registered mail,” to broaden the range of acceptable delivery services for meeting statutory registered mail requirements in the state. The new definition of “registered mail” now explicitly includes any delivery service by the U.S. Postal Service or a private delivery service that provides proof of mailing or shipping and proof of delivery, confirmed by a receipt signed by the addressee or a responsible person at the delivery address. Additionally, “return receipt requested” is defined to encompass delivery confirmation services by the U.S. Postal Service or private delivery services that offer similar proof of delivery. These amendments are remedial in nature and apply retroactively. The effective date of this act is May 6, 2024.

8. Chapter 2024 – 263, Laws of Florida (HB 321). This legislation specifies that any individual who intentionally releases, organizes the release of, or causes the release of balloons inflated with lighter-than-air gas commits an act of littering and is subject to corresponding penalties². However, children aged six or younger who engage in such activities are exempt from noncriminal littering infractions and associated penalties. The bill removes the exemption for balloons deemed biodegradable or photodegradable by Florida Fish and Wildlife Conservation rules. It also eliminates the provision allowing citizens to petition a circuit court to prevent the release of ten or more balloons. Additionally, the bill revises definitions in section 403.413, F.S., the Florida Litter Law, to include:

² The penalty for littering generally corresponds to the amount of litter discarded. ≤ 15 pounds or ≤ 27 cubic feet = Noncriminal infraction, punishable by a civil penalty of \$150. > 15 pounds but ≤ 500 pounds or > 27 cubic feet but ≤ 100 cubic feet = First-degree misdemeanor, punishable by up to one year in jail and a \$1,000 fine. > 500 pounds or > 100 cubic feet = Third-degree felony, punishable by up to five years’ imprisonment and a \$5,000 fine. It is the duty of all law enforcement officers to enforce Florida’s Litter Law.

- “Dump,” specifying that it encompasses the intentional release, organization of the release, or causation of the release of balloons.
- “Litter,” explicitly adding balloons to the definition.

The effective date of this act is July 1, 2024.

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