



**VENETIAN PARC
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING
JULY 27, 2024
6:00 P.M.**

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

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

AGENDA
VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT
Venetian Parc Community Clubhouse Meeting Room
15351 SW 175th Street
Miami, Florida 33187
REGULAR BOARD MEETING & PUBLIC HEARING
July 25, 2024
6:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. April 25, 2024 Regular Board Meeting.....Page 2
- G. Old Business
 - 1. Update Regarding Tree Root Pruning/Tree Relocation Permit (Lennar Townhomes)
 - 2. Discussion Regarding Existing Driveway Extensions – Tract Function
 - 3. Update Regarding Tree Upkeep Mitigation Project - Phase II (21 Trees)
- H. New Business
 - 1. Consider Resolution No. 2024-03 – Resetting Public Hearing Date to Adopt Fiscal Year 2024/2025 Final Budget.....Page 6
 - 2. Discussion Regarding Stormwater System Cleaning.....Page 7
 - 3. Discussion Regarding Tree Trimming at Public Park (SW 157th Avenue)
 - 4. Consider Resolution No. 2024-04 – Adopting a Fiscal Year 2024/2025 Meeting Schedule...Page 14
 - 5. Discussion Regarding Refinancing Options (FMSbonds)
- I. Public Hearing
 - 1. Proof of Publication.....Page 16
 - 2. Receive Public Comments on Fiscal Year 2024/2025 Final Budget
 - 3. Consider Resolution No. 2024-05 – Adopting a Fiscal Year 2024/2025 Final Budget.....Page 17
- J. Administrative & Operational Matters
 - 1. 2024 Legislative Update Memorandum (BLMR).....Page 25
 - 2. Update: Miami-Dade County Supervisor of Elections 2024 Qualified Candidate Results
 - 3. Update: Statement of Financial Interest Electronic Filing 2023 Form 1
 - 4. Reminder: Required Ethics Training Memorandum
- K. Board Member & Staff Closing Comments
- L. Adjourn

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

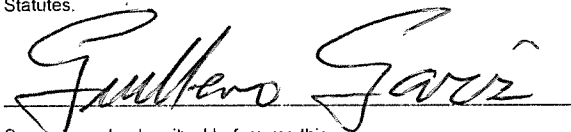
Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement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

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

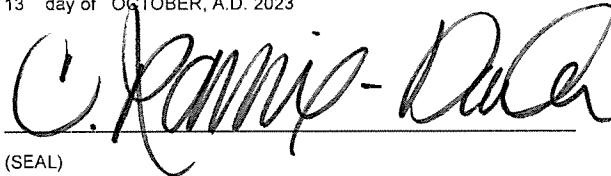
in the XXXX Court,
was published in a newspaper by print in the issues of Miami
Daily Business Review f/k/a Miami Review on

10/13/2023

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

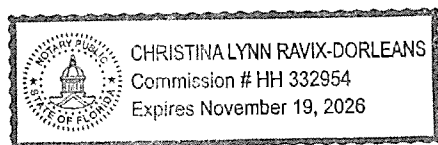


Sworn to and subscribed before me this
13 day of OCTOBER, A.D. 2023



(SEAL)

GUILLERMO GARCIA personally known to me



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

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

October 26, 2023
November 16, 2023
February 22, 2024
April 25, 2024
June 27, 2024
July 25, 2024
September 26, 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 or by contacting the District Manager at nnquyen@vdsinc.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 nnquyen@vdsinc.org and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

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

VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT

www.venetianparccdd.org

10/13

23-69/0000684560HA

**VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 25, 2024**

A. CALL TO ORDER

District Manager Nancy Nguyen called the April 25, 2024, Regular Board Meeting of the Venetian Parc Community Development District (the “District”) to order at approximately 6:02 p.m. in the Venetian Parc Community Clubhouse Meeting Room located at 15351 SW 175th Street, Miami, Florida 33187.

B. PROOF OF PUBLICATION

Ms. Nguyen presented proof of publication that notice of the April 25, 2024, Regular Board Meeting had been published in the *Miami Daily Business Review* on October 13, 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 Eugene Collings-Bonfill (via Microsoft Teams), Vice Chairwoman Rachel Hernandez, Supervisors Ronald Fajardo and Maria Aleman constituted a quorum and it was in order to proceed with the meeting.

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

D. ADDITIONS OR DELETIONS TO AGENDA

Ms. Nguyen informed the Board of Supervisors (the “Board”) that she would like to add the following items to the agenda:

- New Business, Item 1. – Discussion Regarding Asphalt Repairs (SW 155 Ct. & SW 173 St.)
- New Business, Item 2. – Discussion Regarding Dog Park Fence Repairs

The Board acknowledged Ms. Nguyen’s request.

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

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

F. APPROVAL OF MINUTES

1. February 22, 2024, Regular Board Meeting

Ms. Nguyen presented the minutes of the February 22, 2024, Regular Board and asked if there were any changes and/or corrections. There being no comments or changes, a **motion** was made by Mr. Fajardo, seconded by Ms. Hernandez and passed unanimously approving the minutes of the February 22, 2024, Regular Board Meeting, as presented.

G. OLD BUSINESS

1. Update Regarding Tree Root Pruning/Tree Relocation

Ms. Nguyen explained that the final phase of this project is to close out the permit with Miami-Dade County. Ms. Nguyen informed the Board that one of the trees recently died and was replanted by the contractor. She explained that the permit cannot be closed until the root system of all the trees have been established. Updates will be provided as they are received.

2. Discussion Regarding Existing Driveway Extensions – Tract Function (Engineer Review)

Ms. Nguyen presented an e-mail from Peter Pellerito, the District Engineer, with his determination of the function of the District owned swales. After reviewing the permitted plans and related documents, Mr. Pellerito determined that the swales do serve a drainage function. Mr. Pellerito explained that the swales receive stormwater runoff from the adjacent road and parcels, then convey the runoff to the catch basins. The catch basins are connected to an exfiltration trench, which provides stormwater storage sized per permit requirements. In his email, he further explained that some stormwater volume is provided by the swales as well. Mr. Pellerito wrote that any proposed driveways would have to include the continuation of stormwater conveyance via a culvert or low point across the driveway.

The Board agreed that they have reviewed every possibility available to them to try to allow the residents/homeowners of the District to legally use the District owned swales for personal use. None of the District's attempts have been positive, as such, the Board instructed Ms. Nguyen to have Mr. Pellerito setup a conference call with Miami-Dade County (the "County") representatives, District Counsel, the District Manager, and the District Chairman, to receive the County's opinion and assistance on the best way to handle this matter.

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

Ms. Nguyen presented a map depicting the locations of the twenty-one (21) trees that Mr. Waddell recommended should be the District's first root mitigation priority. Ms. Nguyen explained that she has started the permit application process for the removal/replacement of these 21 trees. More information on this item will be provided as it becomes available.

4. Update Regarding Park Maintenance (Exercise Equipment Repairs)

Ms. Nguyen informed the Board that the repairs to the exercise equipment at the park on SW 157th Avenue have been completed. Ms. Nguyen reported that the Venetian Parc Homeowners Association, Inc. Manager was informed of the completion.

5. Update Regarding Traffic Sign Repairs & Installation

Ms. Nguyen informed the Board that the traffic sign repairs and installations had been completed.

H. NEW BUSINESS

1. ADD-ON: Discussion Regarding Asphalt Repairs (SW 155 Ct. & SW 173 St.)

Ms. Nguyen presented a handout with an image reflecting damaged asphalt along the edge of the road near the intersection of SW 155 Court and SW 173 Street. Ms. Nguyen noted that the swale area is pitching water to the edge of the pavement. She stated that repairs are necessary to avoid further damage to the asphalt. Ms. Nguyen explained that part of the cause of the damage is due to caregivers parking on the swale while waiting for students to be released from school. She presented some options for the

Board to consider to prevent parking on the swale. These included boulders and the installation of signs. The Board consensus is to install three (3) “NO PARKING ON THE GRASS” signs, similar to the ones owned by Venetian Parc Homeowners Association, Inc.

Ms. Nguyen presented a proposal from Headley Construction Group, Inc. in the amount of \$3,200 for the asphalt repairs and grading of the swale area adjacent to the road. Ms. Nguyen also stated that the grass replacement will be approximately \$300 and the cost of the three signs will be approximately \$450.

The Board discussed the possibility of adding a Type D curb in this area. Taking into consideration the swale function information received from Peter Pellerito, the District Engineer, the Board requested that Ms. Nguyen attain an opinion from Mr. Pellerito on the installation of a Type D curb with modifications to allow for the flow of stormwater. If Mr. Pellerito confirms that a Type D curb can be installed in this area, they would like Mr. Pellerito to provide design plans. The Board consensus is to proceed with the asphalt and swale repairs and discuss the curb after receiving more information from Mr. Pellerito.

A **motion** was made by Mr. Fajardo, seconded by Ms. Aleman and unanimously passed to accept the proposal from Headley Construction Group, Inc. in the amount of \$3,200 for asphalt repairs and grading; further directing the District Manager to proceed with the grass replacement for an amount of approximately \$300, and installation of three (3) signs for an amount of approximately \$450.

2. ADD-ON: Discussion Regarding Dog Park Fence Repairs

Ms. Nguyen explained that during the February 22, 2024 Regular Board Meeting, she indicated that repairs to the dog fence were completed. She stated that additional repairs are need, more specifically to the two entrance gates. Ms. Nguyen presented images of the damage and explained that both the small dogs and large dogs parks are temporarily closed until the repairs have been made. Ms. Nguyen stated that she received an estimate from Falcon Vac Solution, LLC (the contractor who performed the previous repairs to the dog park fence) in the amount of \$800 for the entry gate repairs. A discussion ensued, after which:

A **motion** was made by Mr. Fajardo, seconded by Ms. Aleman and unanimously passed accepting the proposal from Falcon Vac Solutions, LLC in the amount of \$800 for repairs to two dog park entry gates.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Qualifying Period Announcement: Noon, June 10, 2024 – Noon, June 14, 2024 (Seats 3 and 4)

Ms. Nguyen reminded the Board that the 4-year terms of office for Seat 3 (Ronald Fajardo) and Seat 4 (Carlos Dominguez) 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.

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

Board members were reminded of the importance of electronically completing their individual 2023 Statement of Financial Interests 2023 Form 1. Ms. Nguyen stated that she will resend the email with instructions on how to complete their individual registration process with the Florida Commission on Ethics Electronic Financial Disclosure Management System. The deadline for submittal is July 1, 2024.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

There were no comments from Board Members.

Ms. Nguyen stated that unless an emergency were to arise, the Board would not need to meet until June 27, 2024.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Fajardo, seconded by Mr. Collings-Bonfill and unanimously passed adjourning the Regular Board Meeting at approximately 7:05 p.m.

Secretary/Assistant Secretary

Chair/Vice Chair

RESOLUTION NO. 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION NO. 2024-01; AMENDING THE DATE AND TIME FOR THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2024/2025 FINAL BUDGET AND ASSESSMENTS AND AUTHORIZING THE SECRETARY AND DISTRICT MANAGER TO TAKE CERTAIN ACTIONS TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board previously adopted Resolution 2024-01 approving a proposed budget and setting a public hearing for June 27, 2024; and

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

WHEREAS, the public hearing has been rescheduled for July 25, 2024, and all other requirements and filings associated with the preparation of the fiscal year budget have been completed.

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

1. Resolution No. 2024-01 is hereby amended to change the date and time of the Public Hearing to July 25, 2024 at 6:00 p.m. in the Venetian Parc Community Clubhouse Meeting Room, 15351 SW 175th Street, Miami, Florida 33187, for the purpose of receiving public comments on the Proposed Fiscal Year 2024/2025 Budget.

2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with all applicable notice requirements.

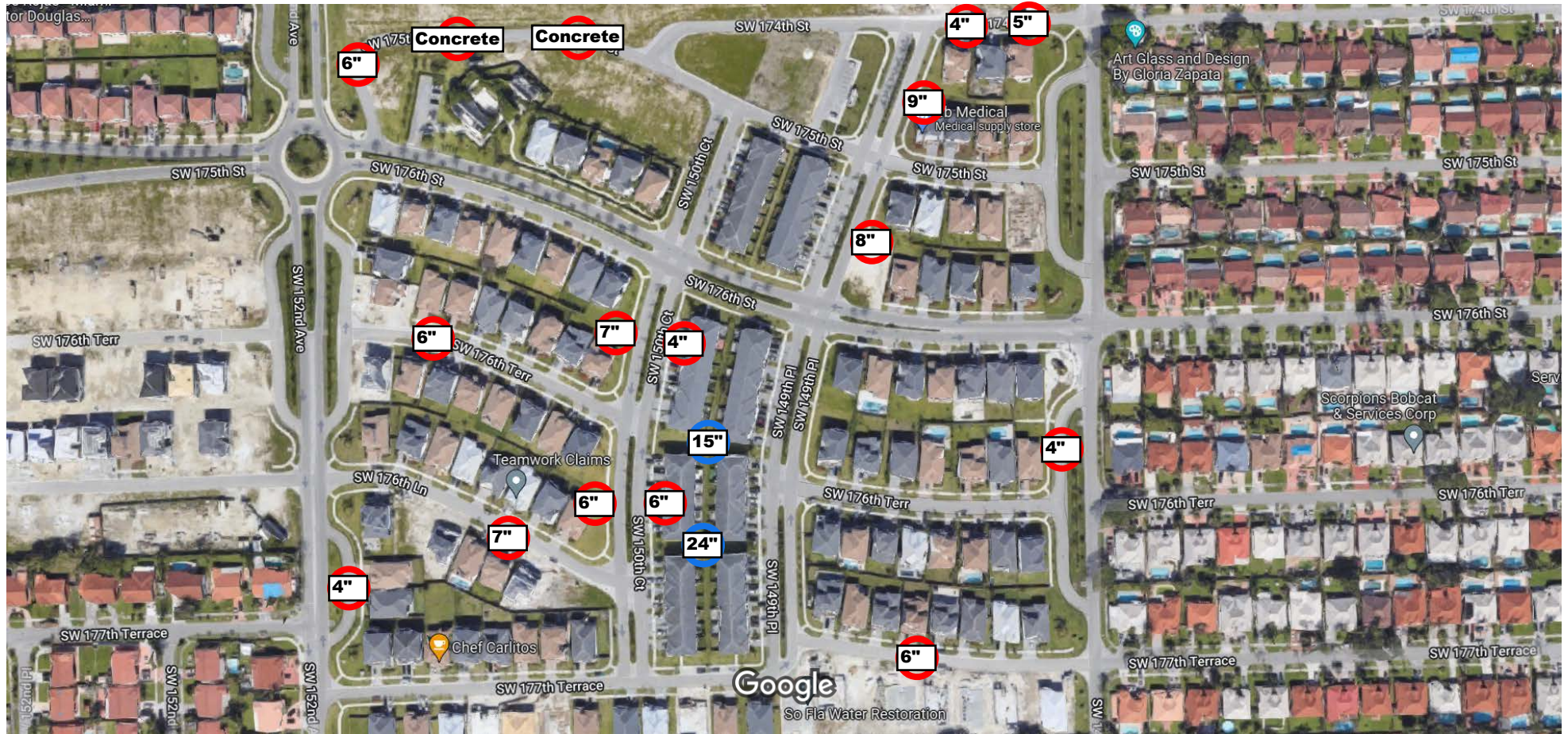
PASSED, ADOPTED and EFFECTIVE this 25th day of July, 2024.

ATTEST:

**VENETIAN PARC
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

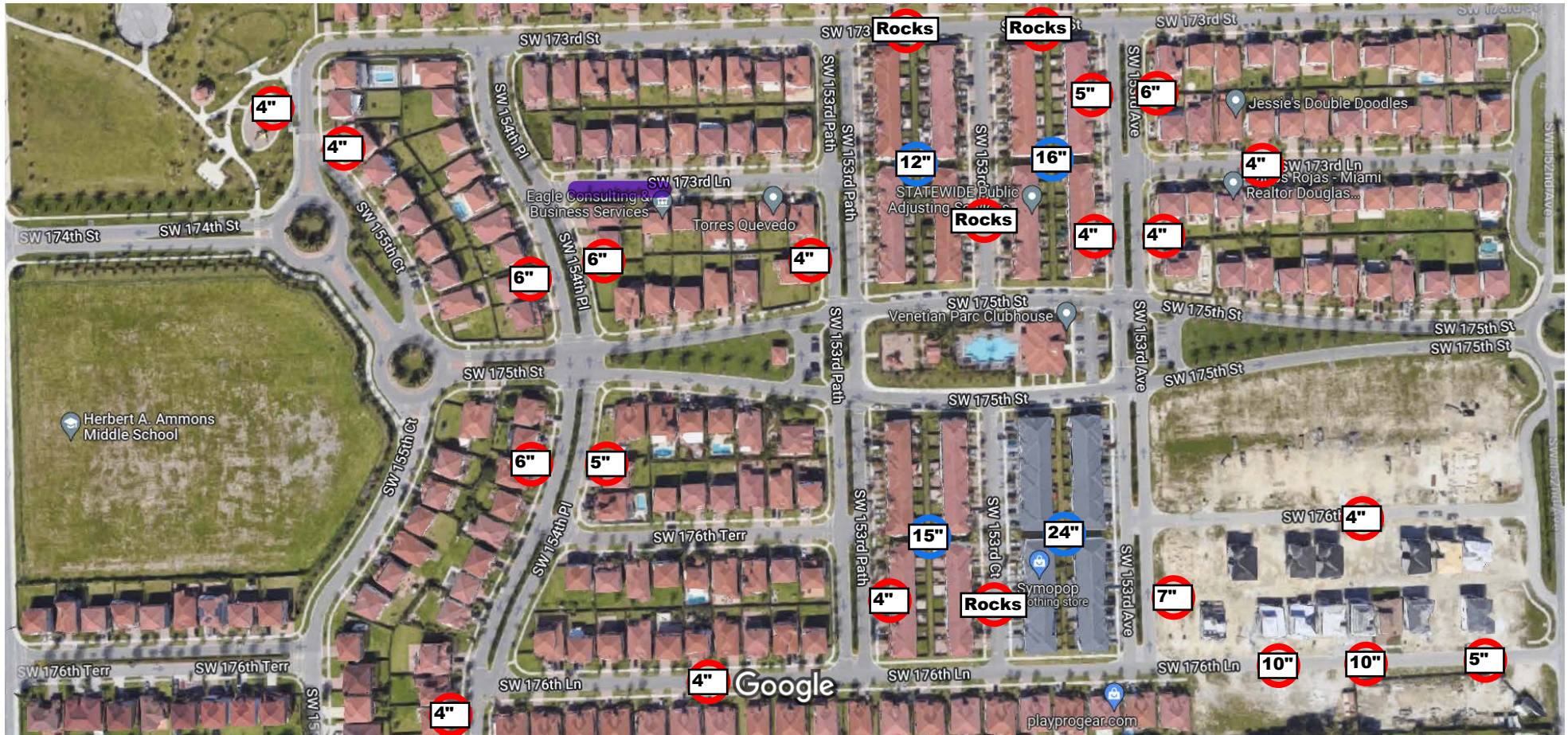


Imagery ©2022 Google, Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022 200 ft

14 Structures

2 Off-site

2 Structures cleaning and inspect for concrete



Imagery ©2022 Google, Map data ©2022, Map data ©2022 200 ft

20 Structures

6 Off-site

4 Cleaning of structures with rocks

87 LF of pipeline



PROPOSAL

4122 NE 22nd Court, Homestead, FL 33033

Tel 786-694-0709

E-mail: operations@raptorvac.com

STORM DRAIN MAINTENANCE

PROPOSAL SUBMITTED TO: Venetian Parc CDD c/o SDS, Inc.	PROJECT NAME: Venetian Parc
BUSINESS ADDRESS: 2501A Burns Road, Palm Beach Gardens, FL 33410	PROJECT LOCATION: 15351 SW 175th St, Miami, FL 33187
CONTACT: 305-778-8332	DATE: July 16, 2024

We hereby propose to furnish all labor and equipment to complete the work outlined in this proposal in accordance with the Scope of Work listed below.

SCOPE OF WORK: Combination sewer cleaner and support pick up truck with 6 inch vac-hose to clean Thirty Four (34) drainage structures, two (2) pipelines totaling 87LF and baffle removal/reinstall, cleaning of four (4) basins with rocks, cleaning and inspection of two (2) basins presumed to have concrete, six (6) remote structures. Disposal at Miami Dade County Treatment Plant.

- Catch basin structures 34 - \$3,910.00
- Two (2) pipeline cleaning and baffle removal/reinstall (root removal not included) \$0.00
- Six (6) structures total with special conditions, four (4) with rocks and two (2) presumed to have concrete (we would be inspecting, chipping hammer not a part) \$900.00
- Remote Structures 6 - \$1,500.00 (6" vac hose, 150LF)

COST: We propose to conduct this work in accordance with the above Scope of Work for the sum of \$6,310.00.

Six Thousand Three Hundred Ten Dollars and 00/100 Cents

TERMS: Net 30

Acceptance on next page...

ACCEPTANCE: Client hereby accepts and agrees to the terms, Scope of Work, and all other conditions and specifications hereinabove. Raptor Vac Systems is authorized to perform the work. Payment shall be made in accordance with the provisions contained hereinabove.

Accepted by:

Authorized Representative's Signature

Date of Acceptance



PO Box 560951 Miami, FL 33256 Phone (305) 270-3233 Fax (305) 259-4214

July 17, 2024

Venetian Parc
NW 176 St & NW 152 Ave
Homestead, FL 33033
ATTN: Ryan Quiroga

STORM DRAIN CLEANING

(34) Catch Basins, (04) Drains w/Rocks, (02) Drains w/Concrete & 87 LF of Storm Pipe

Vacuum pump truck to remove debris from each drain and pit.
Pressure jet clean drains pit walls and bottom.
Remove debris from area.

All work is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Total cost of job for all 34 drains:	Total: \$ 4,250.00
Total cost of job for all 06 drains offsite:	Total: \$ 1,800.00
Total cost of job for all 04 drains w/rocks:	Total: \$ 600.00
Total cost of job for all 02 drains w/concrete:	Total: \$ 700.00
Total cost for jetting approx.. 87 LF of Storm Pipe:	Total: \$ 150.00

With payment to be made at: Terms: COD.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Sincerely submitted,

Oscar Vines

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: _____ Date: _____

Note: Proposal may be withdrawn by us if not accepted within 30 days.



PUMP OUTS UNLIMITED

July 17, 2024

Venetian Parc CDD

15351 SW 175th St,

Miami, FL 33187

RE: Storm Drain Cleaning

Thank you for the opportunity to quote you on the Vac-Con services needed at the afore mentioned facility.

Line Item	Description	Unit of Measure	Quantity	Unit Price	Extended Price
1	Cleaning service of thirty-four (34) storm drains.	EA	34	\$8,500	\$8,500.00
2	Disposal of sediments collected at approved site.	EA	4	\$2,000	\$2,000.00
3	Jetting of 87 linear feet.	EA	1	\$1,500	\$1,500.00
TOTAL					\$12,000.00

Service cost shall be \$12,000.00.

Service must be paid upon completion.

TERMS AND CONDITIONS

(1) ACCEPTANCE OF PROPOSAL. This is a Proposal; it shall become a binding Agreement once signed by both parties and shall remain valid for (30) days from the date signed by Pump Outs Unlimited Corp (POUC).

(2) EXPECTED LIABILITY. POUC shall not be responsible for damages or delays either before commencement of, or during the said work described here on and/or account of transportation difficulties, war, strikes, accidents, act of God, fire, sudden rains, windstorms, other casualty or that of other causes beyond its control.

(3) INSURANCE. POUC shall carry standard form workers' compensation and general liability insurance and Customer agrees to look only to POUC's insurance relative to any claim arising from POUC's performance.

(4) WORKING CONDITIONS. POUC's employees shall not be required to work in hazardous conditions, and the Customer agrees to address these conditions to POUC's satisfaction as well as cooperate with POUC to provide a safe working environment.

(5) DAMAGE TO POUC'S WORK. The Customer shall be fully responsible for the costs of any damage to POUC's work or equipment caused by Customer, its agents, contractors, subcontractors or third parties. Customer shall immediately reimburse POUC for the costs necessitated by repairs to such damage, including labor, material, expenses and 30 % for overhead and profit. Customer assumes the risk of loss or damage resulting from fire, theft, misuse, abuse, natural elements, or vandalism, and Customer agrees to reimburse POUC for any such loss or damage.

(6) CHANGES AND/OR ALTERATIONS. In the event there are any changes after POUC has computed its costs, then it is agreed that the Customer and POUC shall compute the additional cost for such changes and thereby agree upon the sum to be added to the amount set in this Agreement.

(7) COMPLETION AND ACCEPTANCE. Customer shall immediately inspect the work performed by POUC and any aspect of the work not acceptable to Customer must be specifically noticed in writing to POUC within 1 day of POUC's performance of its work. POUC shall then be given a reasonable opportunity to address such issue. A full and complete acceptance of the work shall be presumed upon the Customer making payment.

(8) PAYMENT. In the event any balance due POUC is not paid upon completion of POUC's service, then the Customer shall be in default. Customer shall be responsible to pay interest at the rate of 1½% per month (18% per annum) on any unpaid amount and to pay all costs and expenses, including but not limited to reasonable attorney's fees and costs, incurred by POUC in collecting any outstanding amount due under this Agreement, or enforcing its rights hereunder, with or without suit. Proper venue for any litigation stemming from this Agreement will be a court of competent jurisdiction in Miami-Dade County, Florida. POUC reserves the right to lien any job and/or property where payment is not timely and fully made.

9405 NW 109 Street Miami, FL 33178

Office: (305) 620-7005 / (800) 283-1495 / Fax: (305) 620-7004

www.pumpoutsunlimited.com / info@pumpoutsunlimited.com



PUMP OUTS UNLIMITED

(9) WARRANTY. POUC warrants to Customer only that all work furnished by it will be of standard quality, type and condition, free from defects, and will be performed in a good workmanlike manner. POUC hereby agrees to address any defective workmanship for up to 90 days after performance upon receipt of proper notice in writing, by certified mail, providing that the job complained of has been paid for in full. There is no warranty if the total Agreement price is not paid in full or if the work supplied by POUC is misused, abused or modified in any way. All warranty work shall be performed during normal business hours. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. POUC WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY CLAIM AGAINST POUC OR ITS AGENTS, OFFICERS, AND EMPLOYEES SHALL BE LIMITED TO THE REPLACEMENT VALUE OF ITS WORK AND ONLY IF SUCH WORK IS FOUND TO BE DEFECTIVE.

(10) JOB COSTS/INCREASES/AVAILABILITY. Customer shall reimburse POUC for all fees incurred in connection with permits necessary for the work. If material or equipment, which POUC is required to furnish under this Agreement, becomes unavailable, either temporarily or permanently, subsequent to the execution of the Agreement, through causes beyond the control and without the fault of POUC, then in the case of temporary unavailability, the Agreement time shall be extended in writing for such period of time as POUC shall be delayed by such unavailability; and in the case of permanent unavailability, POUC shall be excused from the requirement of furnishing such work. The Customer agrees to pay POUC any increase in cost of the material or equipment of furnishing which has become permanently unavailable and the cost of the closest substitute which is then reasonably available. If any changes are made by altering, adding to or deducting from the work, the Agreement price shall be adjusted accordingly.

(11) PRIOR AGREEMENTS/AMENDMENTS. This Agreement contains the entire agreement between the parties and supersedes and replaces any and all prior agreements, whether oral or written. The Agreement may only be amended or modified by a written agreement executed by all parties. Oral representations may not be relied on. The Customer signing this proposal and Agreement represents he/she is the lawful owner of the property where the work is being performed. Failure to enforce all or any of the terms or conditions of this Agreement shall not be interpreted as a waiver of their continuing effect thereof.

(12) LIMITATION OF LIABILITY. POUC's liability in any action related to this Agreement or the work performed hereunder, shall in no event exceed the amount of the Agreement and such liability may be fully discharged by a reimbursement of any payments received by POUC under this Agreement. This limitation of liability is expressly intended to apply to all types of claims, including but not limited to claims for POUC's own negligence. Notwithstanding anything else to the contrary, POUC shall have no liability or responsibility for any damages caused by others or for damages either before commencement of, or during the said work, or after said work, caused by structural faults, strikes, war, Acts of God, sudden rain, wind storms, vandalism, theft or any event beyond its reasonable control. POUC shall not be liable for any damages resulting from the incompatibility with the Customer's existing conditions. Any interruption in the work agreed upon in this Agreement which results in lost time and is not the fault of POUC, or which is beyond the reasonable control of POUC, will be billed to the Customer as an extra cost according to time lost.

(13) RIGHTS, RESPONSIBILITIES AND DISCLAIMERS.

A. POUC disclaims responsibility for conditions which are hidden or otherwise not reasonably discoverable by POUC.

B. Customer acknowledges and agrees that its failure to make timely payments to POUC shall constitute a material breach of this Agreement.

C. It is understood and agreed that POUC shall receive written notice of any breach, default or failure to perform, specifying in detail POUC's unsatisfactory performance and providing a reasonable opportunity for POUC to cure such unsatisfactory issue, and POUC must fail to commence and diligently pursue a cure, before POUC shall be considered in breach or default, or be terminated for cause, and before Customer may take over the Work or withhold payments from POUC.

D. Any controversy or claim shall be resolved by first submitting same to mediation before an impartial mediator selected by both parties (who shall equally share the mediator's fees and costs). Mediation to take place in Miami-Dade County, Florida.

E. The prevailing party in any action taken by a party to this Agreement to enforce or interpret the terms of this Agreement shall recover its reasonable legal fees and costs, from the other party.

F. If Customer fails to comply with these terms and conditions or if Customer's credit becomes unsatisfactory in POUC's sole discretion, then POUC reserves the right to terminate, suspend or slow its work upon notice to Customer.

G. Customer certifies it is financially solvent and it will immediately advise POUC if it becomes insolvent or unable to promptly pay its bills.

H. Customer agrees to advise POUC in writing of any changes in ownership of any Customer entity or of the property upon which POUC is performing its work within 5 days of such change.

PUMP OUTS UNLIMITED CORP.

CUSTOMER:

SIGNATURE: _____

SIGNATURE: _____

PRINT: _____

PRINT: _____

DATE: _____

DATE: _____

RESOLUTION NO. 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN PARC 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.

WHEREAS, it is necessary for the Venetian Parc Community Development District (the "District") to establish a regular meeting schedule for fiscal year 2024/2025; and

WHEREAS, the Board of Supervisors (the "Board") of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2024/2025 which is attached hereto and made a part hereof as Exhibit "A".

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

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

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2024/2025 which is attached hereto as Exhibit "A" is hereby adopted and authorized by the Board to be published.

PASSED, ADOPTED and EFFECTIVE this 25th day of July, 2024.

ATTEST:

**VENETIAN PARC
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE**

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

**October 24, 2024
November 21, 2024
February 27, 2025
April 24, 2025
June 26, 2025
July 24, 2025
September 25, 2025**

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

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

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to 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 nnguyen@sdsinc.org and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

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

VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT

www.venetianparccdd.org

PUBLISH: MIAMI HERALD 10/8/24

NOTICE OF PUBLIC HEARING
AND
REGULAR BOARD MEETING OF THE
VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Venetian Parc Community Development District (the "District") will hold a Public Hearing and a Special Board Meeting on July 25, 2024, at 6:00 p.m., or as soon thereafter as can be heard, in the Venetian Parc Community Clubhouse Meeting Room located at 15351 SW 175th Street, Miami, Florida 33187.

The purpose of the Public Hearing is to receive public comment on the District's Fiscal Year 2024/2025 Proposed Final Budget and Non-Ad Valorem Assessment Roll. A copy of the Proposed Final Budget and/or the Agenda may be obtained from the District's website (www.venetianparccdd.org), at the offices of the District Manager, 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193, during normal business hours, or by emailing nnguyen@sdsinc.org. The purpose of the Regular Board Meeting is for the Board to consider any other District business which may lawfully and properly come before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Meetings may be continued as found necessary to a time and place specified on the record.

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

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

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

Venetian Parc Community Development District

www.venetianparccdd.org

IPL0181990

Jul 9,16 2024

RESOLUTION NO. 2024-05

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

WHEREAS, the Venetian Parc Community Development District (the “District”) has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2024/2025 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and

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

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

Section 1. The Final Budget and Final Special Assessment Roll for Fiscal Year 2024/2025 attached hereto as Exhibit “A” is approved and adopted, and the assessments set forth therein shall be levied.

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

PASSED, ADOPTED and EFFECTIVE this 25th day of July, 2024.

ATTEST:

**VENETIAN PARC
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Venetian Parc Community Development District

**Final Budget For
Fiscal Year 2024/2025
October 1, 2024 - September 30, 2025**

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FINAL BUDGET
VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET
REVENUES	
Administrative Assessments	82,379
Maintenance Assessments	159,851
Debt Assessments (Area One)	458,173
Debt Assessments (Area Two)	455,392
Other Revenue (Asphalt)	0
Interest Income	720
TOTAL REVENUES	\$1,156,515
EXPENDITURES	
ADMINISTRATIVE EXPENDITURES	
Supervisor Fees	0
Payroll Taxes (Employer)	0
Management	30,432
Legal	11,000
Assessment Roll	10,000
Audit Fees	3,500
Insurance	9,400
Legal Advertisements	2,000
Miscellaneous	1,100
Postage	375
Office Supplies	550
Dues & Subscriptions	175
Website Management	2,000
Arbitrage Rebate Fee - Areas One & Two	1,300
Trustee Fee - Area One	3,550
Trustee Fee - Area Two	3,550
Continuing Disclosure Fee - Area One	350
Continuing Disclosure Fee - Area Two	350
Administrative Contingency	790
TOTAL ADMINISTRATIVE EXPENDITURES	\$80,422
MAINTENANCE EXPENDITURES	
Park Maintenance Tract N	35,000
Field Operations Management	1,320
Community Entrance Signage Maintenance	5,200
Street/Roadway Maintenance	5,000
Electric Power Service/Misc	3,200
Engineering/Annual Report/Inspections	3,500
Sidewalk Maintenance (Pressure Cleaning & Milling)	15,000
HOA Contribution (Palm Tree Fertilization)	5,850
Tree Upkeep	33,770
Security	10,000
General Maintenance	3,750
Maintenance Contingency	23,650
Storm Preparedness	5,020
TOTAL MAINTENANCE EXPENDITURES	\$150,260
TOTAL EXPENDITURES	\$230,682
REVENUES LESS EXPENDITURES	\$925,833
Bond Payments - Area One	(430,682)
Bond Payments - Area Two	(428,069)
BALANCE	\$67,082
County Appraiser & Tax Collector Fee	(23,116)
Discounts For Early Payments	(46,232)
EXCESS/ (SHORTFALL)	(\$2,266)
Carryover From Prior Year	2,266
NET EXCESS/ (SHORTFALL)	\$0

DETAILED FINAL BUDGET
VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
REVENUES				
Administrative Assessments	81,898	82,379	82,379	Expenditures Less Interest & Carryover/.94
Maintenance Assessments	162,512	159,851	159,851	Expenditures/.94
Debt Assessments (Area One)	458,175	458,173	458,173	Bond Payments/.94
Debt Assessments (Area Two)	455,394	455,392	455,392	Bond Payments/.94
Other Revenue (Asphalt)	1,785	0	0	Fiscal Year 2022/2023 Revenue
Interest Income	6,221	360	720	Projected At \$60 Per Month
TOTAL REVENUES	\$1,165,985	\$1,156,155	\$1,156,515	
EXPENDITURES				
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees	0	0	0	Supervisor Fees
Payroll Taxes (Employer)	0	0	0	Supervisor Fees * 7.65%
Management	28,704	29,556	30,432	CPI Adjustment (Capped At 3%)
Legal	11,250	11,000	11,000	No Change From 2023/2024 Budget
Assessment Roll	10,000	10,000	10,000	As Per Contract
Audit Fees	3,900	4,000	3,500	Accepted Amount For 2023/2024 Audit
Insurance	7,900	8,200	9,400	Fiscal Year 2023/2024 Expenditure Was \$8,874
Legal Advertisements	504	950	2,000	Costs Will Increase Due To Closing Of The Miami Business Review
Miscellaneous	1,133	1,100	1,100	No Change From 2023/2024 Budget
Postage	322	375	375	No Change From 2023/2024 Budget
Office Supplies	359	550	550	No Change From 2023/2024 Budget
Dues & Subscriptions	175	175	175	No Change From 2023/2024 Budget
Website Management	2,000	2,000	2,000	No Change From 2023/2024 Budget
Arbitrage Rebate Fee - Areas One & Two	1,300	1,300	1,300	No Change From 2023/2024 Budget
Trustee Fee - Area One	3,500	3,550	3,550	No Change From 2023/2024 Budget
Trustee Fee - Area Two	3,500	3,550	3,550	No Change From 2023/2024 Budget
Continuing Disclosure Fee - Area One	350	350	350	No Change From 2023/2024 Budget
Continuing Disclosure Fee - Area Two	350	350	350	No Change From 2023/2024 Budget
Administrative Contingency	0	790	790	Administrative Contingency
TOTAL ADMINISTRATIVE EXPENDITURES	\$75,247	\$77,796	\$80,422	
MAINTENANCE EXPENDITURES				
Park Maintenance Tract N	58,211	35,000	35,000	No Change From 2023/2024 Budget
Field Operations Management	1,320	1,320	1,320	No Change From 2023/2024 Budget
Community Entrance Signage Maintenance	4,760	5,200	5,200	No Change From 2023/2024 Budget
Street/Roadway Maintenance	0	5,000	5,000	No Change From 2023/2024 Budget
Electric Power Service/Misc	3,517	3,200	3,200	No Change From 2023/2024 Budget
Engineering/Annual Report/Inspections	8,233	3,500	3,500	No Change From 2023/2024 Budget
Sidewalk Maintenance (Pressure Cleaning & Milling)	12,319	15,000	15,000	No Change From 2023/2024 Budget
HOA Contribution (Palm Tree Fertilization)	5,849	5,850	5,850	No Change From 2023/2024 Budget
Tree Upkeep	16,377	33,770	33,770	No Change From 2023/2024 Budget
Security	0	10,000	10,000	No Change From 2023/2024 Budget
General Maintenance	0	3,750	3,750	No Change From 2023/2024 Budget
Maintenance Contingency	7,273	23,650	23,650	No Change From 2023/2024 Budget
Storm Preparedness	0	5,020	5,020	No Change From 2023/2024 Budget
TOTAL MAINTENANCE EXPENDITURES	\$117,859	\$150,260	\$150,260	
TOTAL EXPENDITURES	\$193,106	\$228,056	\$230,682	
REVENUES LESS EXPENDITURES	\$972,879	\$928,099	\$925,833	
Bond Payments - Area One	(437,031)	(430,682)	(430,682)	2025 P & I Payments Less Earned Interest
Bond Payments - Area Two	(434,378)	(428,069)	(428,069)	2025 P & I Payments Less Earned Interest
BALANCE	\$101,470	\$69,348	\$67,082	
County Appraiser & Tax Collector Fee	(11,149)	(23,116)	(23,116)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(42,205)	(46,232)	(46,232)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$48,116	\$0	(\$2,266)	
Carryover From Prior Year	0	0	2,266	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$48,116	\$0	\$0	

DETAILED FINAL DEBT SERVICE FUND (AREA ONE) BUDGET
VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	27,082	100	600	Projected Interest For 2024/2025
NAV Tax Collection	437,031	430,682	430,682	Maximum Debt Service Collection
Total Revenues	\$464,113	\$430,782	\$431,282	
EXPENDITURES				
Principal Payments	105,000	120,000	130,000	Principal Payment Due In 2025
Interest Payments	308,675	298,625	291,425	Interest Payments Due In 2025
Bond Redemption	0	12,157	9,857	Estimated Excess Debt Collections
Total Expenditures	\$413,675	\$430,782	\$431,282	
Excess/ (Shortfall)	\$50,438	\$0	\$0	

Series 2013 Bond Information - Area One

Original Par Amount =	\$5,515,000	Annual Principal Payments Due =	November 1st
Interest Rate =	6.00% - 6.50%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	October 2013		
Maturity Date =	November 2043		
Par Amount As Of 1/1/24 =	\$4,635,000		

DETAILED FINAL DEBT SERVICE FUND (AREA TWO) BUDGET
VENETIAN PARC COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2022/2023	2023/2024	2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	35,934	100	600	Projected Interest For 2024/2025
NAV Tax Collection	434,378	428,069	428,069	Maximum Debt Service Collection
Prepaid Bond Collection	0	0	0	
Total Revenues	\$470,312	\$428,169	\$428,669	
EXPENDITURES				
Principal Payments	90,000	100,000	110,000	Principal Payment Due In 2025
Interest Payments	324,788	312,675	309,488	Interest Payments Due In 2025
Bond Redemption	0	15,494	9,181	Estimated Excess Debt Collections
Total Expenditures	\$414,788	\$428,169	\$428,669	
Excess/ (Shortfall)	\$55,524	\$0	\$0	

Series 2013 Bond Information - Area Two

Original Par Amount =	\$5,175,000	Annual Principal Payments Due =	November 1st
Interest Rate =	6.375% - 7.125%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	October 2013		
Maturity Date =	November 2044		
Par Amount As Of 1/1/24 =	\$4,480,000		

Venetian Parc Community Development District Assessment Comparison

	Fiscal Year 2021/2022 Assessment Before Discount*	Fiscal Year 2022/2023 Assessment Before Discount*	Fiscal Year 2023/2024 Assessment Before Discount*	Fiscal Year 2024/2025 Projected Assessment Before Discount*
Administrative	\$131.99	\$131.99	\$136.40	\$136.40
Maintenance	\$169.07	\$269.07	\$264.66	\$264.66
<u>Debt</u>	<u>\$1,274.46</u>	<u>\$1,274.46</u>	<u>\$1,274.46</u>	<u>\$1,274.46</u>
Total For Area One Townhomes	\$1,575.52	\$1,675.52	\$1,675.52	\$1,675.52
Administrative	\$131.99	\$131.99	\$136.40	\$136.40
Maintenance	\$169.07	\$269.07	\$264.66	\$264.66
<u>Debt</u>	<u>\$1,622.34</u>	<u>\$1,622.34</u>	<u>\$1,622.34</u>	<u>\$1,622.34</u>
Total For Area One Single Family Units	\$1,923.40	\$2,023.40	\$2,023.40	\$2,023.40
Administrative	\$131.99	\$131.99	\$136.40	\$136.40
Maintenance	\$169.07	\$269.07	\$264.66	\$264.66
<u>Debt</u>	<u>\$1,274.46</u>	<u>\$1,274.46</u>	<u>\$1,274.46</u>	<u>\$1,274.46</u>
Total For Area Two Townhomes	\$1,575.52	\$1,675.52	\$1,675.52	\$1,675.52
Administrative	\$131.99	\$131.99	\$136.40	\$136.40
Maintenance	\$169.07	\$269.07	\$264.66	\$264.66
<u>Debt</u>	<u>\$1,622.34</u>	<u>\$1,622.34</u>	<u>\$1,622.34</u>	<u>\$1,622.34</u>
Total For Area Two Single Family Units	\$1,923.40	\$2,023.40	\$2,023.40	\$2,023.40

* Assessments Include the Following :

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information:

Area One Townhomes	96
<u>Area One Single Family Units</u>	<u>207</u>
Total Area One Units	303

Area Two Townhomes	90
<u>Area Two Single Family Units</u>	<u>211</u>
Total Area Two Units	301

Total Area One Units	303
<u>Total Area Two Units</u>	<u>301</u>
Total Units	604

Area Two Single Family Homes Information

Total Units	211
<u>Prepayments</u>	<u>1</u>
Billed For Debt	210

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/>.