



Rizzetta & Company

# **Venetian Community Development District**

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**Board of Supervisors' Meeting  
September 14, 2020**

**District Office:  
9530 Marketplace Road, Suite 206  
Fort Myers, Florida 33912  
(239) 936-0913**

**[www.venetiancdd.org](http://www.venetiancdd.org)**

## **VENETIAN COMMUNITY DEVELOPMENT DISTRICT**

Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275

<b>Board of Supervisors</b>	Rich Bracco	Chairman
	Susie Lentile	Vice Chairman
	David Lusty	Assistant Secretary
	Richard McCafferty	Assistant Secretary
	Steve Kleinglass	Assistant Secretary
<b>District Manager</b>	Belinda Blandon	Rizzetta & Company, Inc.
<b>District Counsel</b>	Andy Cohen	Persson, Cohen & Mooney, P.A.
<b>District Engineer</b>	Rick Schappacher	Schappacher Engineering

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

**VENETIAN COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 9530 MARKETPLACE ROAD • SUITE 206 • FORT MYERS, FLORIDA 33912**  
[www.venetiancdd.org](http://www.venetiancdd.org)

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September 8, 2020

Board of Supervisors  
**Venetian Community  
Development District**

**AGENDA**

Dear Board Members:

The virtual meeting of the Board of Supervisors of Venetian Community Development District will be held on **Monday, September 14, 2020 at 9:30 a.m.** Please be advised that the Florida Governor's Office has declared a state of emergency due to the Coronavirus (COVID-19). As a result, the meeting is being conducted by means of communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-114, 20-150, 20-179 and 20-193 issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, May 8, 2020, June 23, 2020, July 29, 2020 and August 7, 2020, respectively, and any extensions thereof, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*.

As reported by the Center for Disease Control and World Health Organization, COVID-19 can spread from person-to-person through small droplets from the nose or mouth, including when an individual coughs or sneezes. These droplets may land on objects and surfaces. Other people may contract COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth. Therefore, merely cleaning facilities, while extremely important and vital in this crisis, may not be enough to stop the spread of this virus.

While it is necessary to hold a meeting of the District's Audit Committee despite the current public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting can do so telephonically by attending a scheduled Zoom meeting. The information for accessing the meeting is as follows: Dial +1 312-626-6799 or +1 929-205-6099, Meeting ID: 943 9391 0127, Password: 747205. For assistance using Zoom please contact the District Manager in advance of the meeting at [BBlondon@rizzetta.com](mailto:BBlondon@rizzetta.com) or by calling 239-936-0913. Additionally, written public comments and questions can be e-mailed to the District Manager in advance of the meeting at [BBlondon@rizzetta.com](mailto:BBlondon@rizzetta.com), or mailed to the District Manager at Venetian CDD, c/o Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912. Comments and questions received by 2:00 p.m. the day prior to the meeting will be read into the record at the meeting and become part of the permanent record of the meeting.

The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. DISTRICT ENGINEER STAFF REPORT**
- 4. BUSINESS ITEMS**
  - A. Consideration of Insurance Renewal Proposal..... Tab 1
  - B. Consideration of Mulch Proposals..... Tab 2
  - C. Consideration of A&D Pool Proposal for Entry Fountain  
Renovation ..... Tab 3
  - D. Consideration of Proposals for Fence Repair/Partial  
Replacement at Tennis Courts ..... Tab 4

- E. Consideration of Solitude Lake Management Aeration  
Proposals ..... Tab 5
- F. Discussion Regarding Percentage Match for Florida Blue  
Health Care
- G. Discussion Regarding Tiki Bar
- H. Discussion Regarding Third Entrance Island Procedures
- I. Review and Discussion of RFP for Amenity Management  
Services..... Tab 6
- 5. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Audit Committee  
Meeting held on August 10, 2020 ..... Tab 7
  - B. Consideration of the Minutes of the Board of Supervisors'  
Meeting held on August 10, 2020 ..... Tab 8
  - C. Consideration of the Minutes of the Board of Supervisors'  
Meeting held on August 24, 2020 ..... Tab 9
- 6. CONSENT ITEMS**
  - A. Acceptance of Advisory Committee Meeting Minutes..... Tab 10
    - 1. Facilities Advisory Committee Minutes of  
March 2, 2020
    - 2. Landscaping Advisory Committee Minutes of  
June 1, 2020
    - 3. Social and Dining Advisory Committee Minutes  
of March 11, 2020
- 7. STAFF REPORTS**
  - A. District Counsel
  - B. River Club
  - C. Field Manager
  - D. District Management
- 8. SUPERVISOR REQUESTS AND COMMENTS**
- 9. ADJOURNMENT**

If you have any questions, please do not hesitate to contact me at (239) 936-0913.

Very truly yours,

*Belinda Blandon*

Belinda Blandon  
District Manager

cc: Andrew Cohen, Persson & Cohen, P.A.

# Tab 1



## Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

### Venetian Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

## **About FIA**

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 800 public entity members.

### **Competitive Advantage**

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

### **How are FIA Members Protected?**

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members’ property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

### **What Are Members Responsible For?**

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

**Additional information regarding FIA and our member services can be found at [www.fia360.org](http://www.fia360.org).**

Quotation being provided for:

Venetian Community Development District  
c/o Rizzetta & Company  
9530 Marketplace Road, Ste. 206  
Ft. Myers, FL 33912

Term: October 1, 2020 to October 1, 2021

Quote Number: 100120508

## PROPERTY COVERAGE

### SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$7,076,203
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$80,431

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery		Included
TRIA		Included

\*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

**TOTAL PROPERTY PREMIUM**

**\$34,248**

**Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile
X	Section II B1	Business Income	\$1,000,000 in any one occurrence
X	Section II B2	Additional Expenses	\$1,000,000 in any one occurrence
X	FIA 120	Active Assailant(s)	\$1,000,000 in any one occurrence

## CRIME COVERAGE

<b>Description</b>	<b>Limit</b>	<b>Deductible</b>
Forgery and Alteration	\$100,000	\$1,000
Theft, Disappearance or Destruction	\$100,000	\$1,000
Computer Fraud including Funds Transfer Fraud	\$100,000	\$1,000
Employee Dishonesty, including faithful performance, per loss	\$100,000	\$1,000

## AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)**

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.  
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability  
Network Security Liability  
Privacy Liability  
First Party Extortion Threat  
First Party Crisis Management  
First Party Business Interruption  
Limit: \$100,000 each claim/annual aggregate



## PREMIUM SUMMARY

**Venetian Community Development District**  
**c/o Rizzetta & Company**  
**9530 Marketplace Road, Ste. 206**  
**Ft. Myers, FL 33912**

**Term: October 1, 2020 to October 1, 2021**

**Quote Number: 100120508**

### PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$34,248
Crime	\$550
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$5,074
Public Officials and Employment Practices Liability	\$2,819
<b>TOTAL PREMIUM DUE</b>	<b>\$42,691</b>

#### IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

#### Additional Notes:

General Liability includes Liquor Liability  
Occurrence \$1,000,000; Aggregate \$2,000,000  
Deductible \$0





## PROPERTY VALUATION AUTHORIZATION

**Venetian Community Development District**  
**c/o Rizzetta & Company**  
**9530 Marketplace Road, Ste. 206**  
**Ft. Myers, FL 33912**

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### QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

<input checked="" type="checkbox"/>	Building and Content TIV	\$7,076,203	As per schedule attached
<input checked="" type="checkbox"/>	Inland Marine	\$80,431	As per schedule attached
<input type="checkbox"/>	Auto Physical Damage	Not Included	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Venetian Community Development District**

**Policy No.:** 100120508

**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced	Roof Yr Blt
1	Gatehouse and Gates	2005	10/01/2020	\$42,400	\$42,400
	1 Mile East of I-75 on Laurel Road Venice FL 34275	Joisted masonry	10/01/2021		
	Gambrel				
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced	Roof Yr Blt
2	Gate arms and controls	2005	10/01/2020	\$0	\$16,500
	1 Mile East of I-75 on Laurel Road Venice FL 34275	Joisted masonry	10/01/2021	\$16,500	
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced	Roof Yr Blt
3	Camera, Audio Equipment and Computers	2005	10/01/2020	\$0	\$6,300
	1 Mile East of I-75 on Laurel Road Venice FL 34275		10/01/2021	\$6,300	
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced	Roof Yr Blt
4	Fencing	2005	10/01/2020	\$18,000	\$18,000
	502 Veneto Blvd. Venice FL 34275	Non combustible	10/01/2021	\$0	
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced	Roof Yr Blt
5	Club House	2004	10/01/2020	\$4,164,640	\$4,480,040
	502 Veneto Blvd. Venice FL 34275	Joisted masonry	10/01/2021	\$315,400	
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced	Roof Yr Blt
6	Pools	2004	10/01/2020	\$255,000	\$255,000
	502 Veneto Blvd. Venice FL 34275	Below ground liquid storage tank / pool	10/01/2021		
Unit #	Description Address	Year Built Const Type	Eff. Date Term Date	Building Value Contents Value	Total Insured Value
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced	Roof Yr Blt
7	Tennis Courts, Bleachers, Fencing & Lighting	2004	10/01/2020	\$450,000	\$450,000
	502 Veneto Blvd. Venice FL 34275	Joisted masonry	10/01/2021		

Sign: \_\_\_\_\_

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

Date: \_\_\_\_\_



**Venetian Community Development District**

Policy No.: 100120508

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
8	Monument, Fountains, Mechanical Equipment @ Entrance		2004	10/01/2020	\$15,000		
	1 Mile East of I-75 on Laurel Road Venice FL 34275		Non combustible	10/01/2021	\$0	\$15,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
9	Direction Monument @ Main Entrance		2004	10/01/2020	\$12,000		
	1 Mile East of I-75 on Laurel Road Venice FL 34275		Non combustible	10/01/2021	\$0	\$12,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
10	Small Monument (west side of Laurel Rd)		2007	10/01/2020	\$12,000		
	Laurel Road Venice FL 34275		Non combustible	10/01/2021	\$0	\$12,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
11	Chain link Fence on Laurel Rd			10/01/2020	\$13,864		
	Laurel Road Venice FL 34275		Non combustible	10/01/2021	\$0	\$13,864	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
12	Exit Only Gate on Ciltadella Drive and camera equipment		2008	10/01/2020	\$13,650		
	Ciltadella Drive Venice FL 34275		Non combustible	10/01/2021	\$0	\$13,650	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
13	Irrigation pumps and filters/controls in pump house		2004	10/01/2020	\$325,000		
	Veneto Blvd Venice FL 34275		Non combustible	10/01/2021	\$0	\$325,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
14	Santa Maria Monument		2004	10/01/2020	\$13,500		
	Veneto Blvd/Trevisco Ct Venice FL 34275		Non combustible	10/01/2021	\$0	\$13,500	

Sign: \_\_\_\_\_

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

Date: \_\_\_\_\_



**Venetian Community Development District**

Policy No.: 100120508

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
15	Movable Radar Sign		2014	10/01/2020	\$15,000			
	Veneto Blvd Venice FL 34275		Non combustible	10/01/2021	\$0		\$15,000	
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
16	San Marco Monument		2004	10/01/2020	\$13,500			
	Veneto Blvd/Padova Way Venice FL 34275		Non combustible	10/01/2021	\$0		\$13,500	
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
17	Murano Monument		2005	10/01/2020	\$13,500			
	Veneto Blvd Venice FL 34275		Non combustible	10/01/2021	\$0		\$13,500	
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
18	Otello Monument		2006	10/01/2020	\$13,500			
	Veneto Blvd Venice FL 34275		Non combustible	10/01/2021	\$0		\$13,500	
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
19	Rialto Monument & Transformer		2004	10/01/2020	\$21,000			
	Veneto Blvd Venice FL 34275		Non combustible	10/01/2021	\$0		\$21,000	
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
20	Cipriani Monument		2006	10/01/2020	\$13,500			
	Veneto Blvd Venice FL 34275		Non combustible	10/01/2021	\$0		\$13,500	
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
21	Brunello Monument		2006	10/01/2020	\$13,500			
	Veneto Blvd Venice FL 34275		Non combustible	10/01/2021	\$0		\$13,500	

Sign: \_\_\_\_\_

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

Date: \_\_\_\_\_



**Venetian Community Development District**

Policy No.: 100120508

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
22	Cappello Monument		2006	10/01/2020	\$13,500			
	Veneto Blvd/Bella Vista Ter Venice FL 34275		Non combustible	10/01/2021	\$0		\$13,500	
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
23	River Club Monument		2006	10/01/2020	\$13,500			
	Veneto Blvd/Bella Vista Ter Venice FL 34275		Non combustible	10/01/2021	\$0		\$13,500	
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
24	Stivali Monument		2006	10/01/2020	\$13,500			
	Veneto Blvd/Bella Vista Ter Venice FL 34275		Non combustible	10/01/2021	\$0		\$13,500	
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
25	Marcello Monument		2005	10/01/2020	\$13,500			
	Pesaro Drive Venice FL 34275		Non combustible	10/01/2021	\$0		\$13,500	
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
26	Castello Monument		2005	10/01/2020	\$13,500			
	Pesaro Drive Venice FL 34275		Non combustible	10/01/2021	\$0		\$13,500	
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
27	Artisti Monument		2014	10/01/2020	\$13,500			
	Pesaro Drive Venice FL 34275		Non combustible	10/01/2021	\$0		\$13,500	
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
28	Tiziano Monument		2006	10/01/2020	\$13,500			
	Padova Way Venice FL 34275		Non combustible	10/01/2021	\$0		\$13,500	

Sign: \_\_\_\_\_

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

Date: \_\_\_\_\_



**Venetian Community Development District**

Policy No.: 100120508

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Contents Value		
	Roof Shape	Roof Pitch	Const Type	Term Date	Roof Covering	Covering Replaced	Roof Yr Blt
29	Stop Signs 60 @\$700		Non combustible	10/01/2020	\$42,000		\$42,000
	Various Locations within District Venice FL 34275			10/01/2021	\$0		
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Contents Value		
	Roof Shape	Roof Pitch	Const Type	Term Date	Roof Covering	Covering Replaced	Roof Yr Blt
30	Tiki Bar		2004	10/01/2020	\$50,000		\$50,000
	502 Veneto Blvd Venice FL 34275			10/01/2021	\$0		
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Contents Value		
	Roof Shape	Roof Pitch	Const Type	Term Date	Roof Covering	Covering Replaced	Roof Yr Blt
31	Shed		2004	10/01/2020	\$42,549		\$42,549
	502 Veneto Blvd Venice FL 34275			10/01/2021	\$0		
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Contents Value		
	Roof Shape	Roof Pitch	Const Type	Term Date	Roof Covering	Covering Replaced	Roof Yr Blt
32	Otello Wall		2004	10/01/2020	\$170,400		\$170,400
	North Edge of District Venice FL 34275			10/01/2021	\$0		
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Contents Value		
	Roof Shape	Roof Pitch	Const Type	Term Date	Roof Covering	Covering Replaced	Roof Yr Blt
33	Mailboxes		Non combustible	10/01/2020	\$900,000		\$900,000
	within the District Venice FL 34275			10/01/2021			
			Total:	Building Value \$6,738,003		Contents Value \$338,200	Insured Value \$7,076,203

Sign: \_\_\_\_\_

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

Date: \_\_\_\_\_



***Venetian Community Development District***

**Policy No.:** 100120508  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	Unscheduled EDP max 15,000 per item		Electronic data processing equipment	10/01/2020 10/01/2021	\$69,000	\$1,000
2	Aerator		Other inland marine	10/01/2020 10/01/2021	\$11,431	\$1,000
				<b>Total</b>	<b>\$80,431</b>	

Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

# Tab 2

# Florida Mulch Inc

08 - 24 - 2020

PO Box 110189  
Palm Bay, FL 32911

## Venetian CDD

502 Veneto Blvd

Venice, FL 34275

941-485-8500 - fieldmanager@vcdd.org

## ESTIMATED COST

**\$63,011.00**

### Job Description:

Deliver and custom hand install 1,703 cubic yards of Premium Certified Coco Brown mulch in common areas. Rob Kuhn and/or crew foreman will be present on all install dates to supervise and instruct crew, all necessary equipment to complete the job provided by Florida Mulch, staging area where pallets can be delivered (up to 24 hrs in advance of an installation date) will be predetermined by Keith Livermore and Rob Kuhn and Rob will notify driver of any changes no less than 3 days prior to a delivery date. Each day our crews will clean up and leave area neat and tidy before exiting the property

Item Description	Quantity/Rate	Estimated Cost
1703 CY of CoCo Brown Mulch delivered and installed @ special rate of \$37 a yard	1703 @ \$37	
Product	(23.50	\$40,020.50 T
Labor & Delivery (Non-Tax)	taxed)	\$22,990.50
	(13.50 non-tax)	
Sales Tax Exempt		



Ramco Mulch Solutions  
6151 Lake Osprey Drive, Suite 300  
Sarasota, FL 34240

Proposal #4385  
Created: 06/18/2020

Proposal For

Location

Venetian CDD

105 Pesaro Dr, Nokomis  
Nokomis, FL 34275

krichard@vcdd.org

Venetian CDD 2020

Terms  
Due On Reciept

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Cubic Yard - Installed CoCo Brown Mulch Installed	1703 CY	\$ 38.00	\$ 64,714.00

#### Client Notes

\*Client Provided quantity

*All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.*

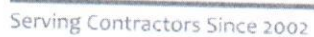
SUBTOTAL	\$ 64,714.00
SALES TAX	\$ 0.00
TOTAL	\$ 64,714.00

Signature

x

Date:

Please sign here to accept the terms and conditions



Fax: 941-343-9964

## Page: 1

VENETIAN CDD  
102 PESARO DRIVE  
NORTH VENICE, FL 34275-6626

Customer ID	Good Thru	Payment Terms	Sales Rep
VENETIAN COMMUNITY	9/24/20	Net 30 Days	A/HOCHSTETLER
Quantity	Description	Unit Price	Amount
1,703.00	MULCH INSTALLATION OF 1,703 YARDS OF 3 CU. COCOA BROWN. 15,327 BAGS	38.50	65,565.50
		Subtotal	65,565.50
		Sales Tax	
		<b>TOTAL</b>	<b>65,565.50</b>



PO Box 267  
Seffner, FL 33583  
O: 813-757-6500  
F: 813-757-6501

## Estimate

**Submitted To:**

Venetian CDD  
Rizzetta & Co., Inc.  
9530 Marketplace Road  
Suite 206  
Fort Myers, FL 33912

Date	8/21/2020
Estimate #	67383
LMP REPRESENTATIVE	
JB	
PO #	
Work Order #	

Install Cocoa Cypress Mulch

DESCRIPTION	QTY	COST	TOTAL
Cocoa Cypress Mulch (YD)	1,703	48.00	81,744.00

**TERMS AND CONDITIONS:**

<b>TOTAL</b>	<b>\$81,744.00</b>
--------------	--------------------

LMP reserves the right to withdraw this proposal if not accepted within 30 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. Any work performed requiring more than 5 days to complete is subject to progressive payments as portions of the work are completed. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material.

OWNER / AGENT

DATE

# Tab 3

**A & D POOL**

948 S. Packinghouse Rd  
Sarasota, FL 34232  
(941) 378-2478  
mail@adpool.today



# Estimate

**ESTIMATE #** 3476**DATE** 08/29/2020**ADDRESS**

Venetian CDD  
502 Veneto Blvd  
North Venice, FL 34275

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

---

ACTIVITY	QTY	AMOUNT
<b>Renovation, Fountain</b> _____Fountain Renovation_____	260	7,800.00
-drain fountain		
-prepare and secure structure		
-remove loose and hollow areas		
-install new Waterline Tile		
-apply waterproofing bondcote product		
-apply new Black Stone Pebble surface		
-refill and chemically balance fountain with onsite water		
-cut curb and put overflow drain in curb		

Please review the estimate and let us know if you have any questions.

**TOTAL****\$7,800.00**

We look forward to working with you on this project.

A & D Pool  
948 S. Packinghouse Rd  
Sarasota, FL 34232  
941-378-2478  
mail@adpool.today  
www.adpoolfl.com

Accepted By

Accepted Date

Licensed / Bonded / Insured

REPAIRS / RENOVATIONS / WEEKLY MAINTENANCE.

THANK YOU FOR YOUR BUSINESS!

Need a RENOVATION QUOTE, give us a call at 941-378-2478.  
www.adpoolfl.com

# Tab 4



681 Greywood Drive | Altamonte Springs, Florida 32701  
941-417-8992 | info@asapfenceandgate.com | asapfenceandgate.com

**RECIPIENT:**

**VENETIAN CDD**

502 Veneto Boulevard  
Nokomis, Florida 34275

**SERVICE ADDRESS:**

502 Veneto Boulevard  
Nokomis, Florida 34275

**Quote #1398**

Sent on Mar 30, 2020

**Total \$26,945.54**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
AF-INSTALLCL	Replace 1,250' x 120" of existing black vinyl coated chain link tennis court wire 1-3/4"x 9 ga. wire & 2- walk gates rewired included & retie all new fabric to existing frame work, replace existing, 360'x 36" black wire, add 1-36"x36" walk gate in front of bleachers, remove an haul away old existing chain link wire)	1	\$26,945.54	\$26,945.54

**A deposit of \$13,472.77 will be required to begin.**

**Total \$26,945.54**

Estimate subject to on-site confirmation to assess potential issues such as roots which may require extra labor. Visit ASAPFenceandgate.com or call to change your estimate or request modification or clarification. We are available to install immediately.

This quote is valid for the next 30 days, after which values may be subject to change.

\*\*Broken sprinkler lines are customers responsibility

\*\*Fence lines are customers responsibility



681 Greywood Drive | Altamonte Springs, Florida 32701  
941-417-8992 | info@asapfenceandgate.com | asapfenceandgate.com

**Notes Continued...**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**July 10, 2020**

**To: Denise, Venetian CDD**

**From: Carlos A Guapacha, Ritzman Courts, LLC**

**Quote for fence work**

**Supply and Install** 1000ft of bottom rail, rial ends brace bands aluminum fence ties will be use on the six tennis courts on the north end of each tennis court.

**Supply and install** six sections of 40' by 10'high on the north side of each tennis court.

**New Material Specifications:** 8 -gauge (thicker that the existing wire) vinyl coated chain link fence; SS 20 weight 1 5/8 powder coated top rail, powder coated brace bands and tension bands, aluminum powder coated rail ends, fiberglass tension bars. Color to be black.

The Owner agrees to pay the contract price of **\$11,600.00.**

**Insurance:** The Contractor shall maintain reasonable insurance coverage including Workers' Compensation, comprehensive liability, and property damage insurance. The Contractor shall supply certificates of insurance upon the request of the Owner.

Ritzman Courts, LLC to supply all materials, equipment and labor for the project stated.

The Contractor will do any repairs to the court surfaces damaged during the installation.

The Owner to provide adequate access to the courts where the bottom rail will be installed.

The Owner shall provide adequate access to the job site.

**Upon acceptance and returned to us, this proposal becomes our entire contract.**

**ACCEPTED:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail \_\_\_\_\_

\_\_\_\_\_  
Carlos A Guapacha  
Ritzman Courts, LLC

# Tab 5

# Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Solitude Lake Management
Contact Name:	Chris Byrne
Site Name/Number:	Venetian CDD Site 7
Date:	September 2, 2020
Vertex Biologist:	Tamerra Jones Hering

---

Surface Acres:	7.24
Perimeter Feet:	3,262
Slope Ratio Relative to 1	3.0
Average Center Depth:	18.0
Average Depth	13.0
Circulation Constraint Percentage	0.0
Total Acre Feet	93.9
Lake Volume (Gallons)	30,605,003
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	30,605,003
GPM Per AirStation	6,108
Gallons Pumped / Day	61,565,364
System Working Pressure (PSI)	13.7
Air Delivery Per AirStation at Depth(CFM)	3.0
Number of CoActive AirStations Specified:	7
Complete Turnovers / Day	2.01

---

## Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface

## Vertex Water Features

2100 NW 33rd Street, Pompano Beach, Florida 33069

Tel:800-432-4302 / Fax:954-977-7877

[www.vertexwaterfeatures.com](http://www.vertexwaterfeatures.com)

Copyright Vertex Water Features 2016





## **SERVICES CONTRACT**

CUSTOMER NAME: Venetian CDD – Attn: Ms. Belinda Blandon  
PROPERTY NAME: Venetian CDD – 102 Pesarp Drive, North Venice, FL  
CONTRACT DATE: September 4, 2020  
SUBMITTED BY: Mr. Chris Byrne  
SPECIFICATIONS: Site 7 – 7.2 acres

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Aeration Installation Services is **\$15,382.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.  
Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation

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of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or

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unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Venetian CDD

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

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## **SCHEDULE A – AERATION SYSTEM INSTALLATION**

### Aeration System Install:

1. Company will install the following submersed air diffused aeration system:

#### **Vertex LL22HE 7 XL2 Aeration System**

Includes: **Four (4) HF Compressors (230V)**  
Pressure Relief Valve  
Pressure Gauge  
Air Filter / Muffler Assembly  
GFCI protection breaker  
Lockable / Weatherproof / Sound Reducing Cabinet  
**Large Sound Kit Sub Assembly**  
Cabinet mounting pad  
Three (3) 6" Cooling Fans  
**Seven (7) Air Station Bottom Diffusers**  
(Dual Membrane / Self Cleaning)  
Check Valves  
Adjustable air distribution manifolds  
**5,050 ft.** underwater self-weighted air delivery tubing  
(5/8" ID / 1 1/4" OD)  
All labor and parts necessary for proper installation

2. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.

**\*For all single-phase units** customer must provide suitable 120V or 208/240V power source with appropriate breaker or disconnect for electrical connection by the edge of the pond, next to the site where the compressor cabinet is to be placed. SÖLitude Lake Management® can arrange for any additional electrical work necessary to meet these electrical requirements for an additional fee. SÖLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above. The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).

### General:

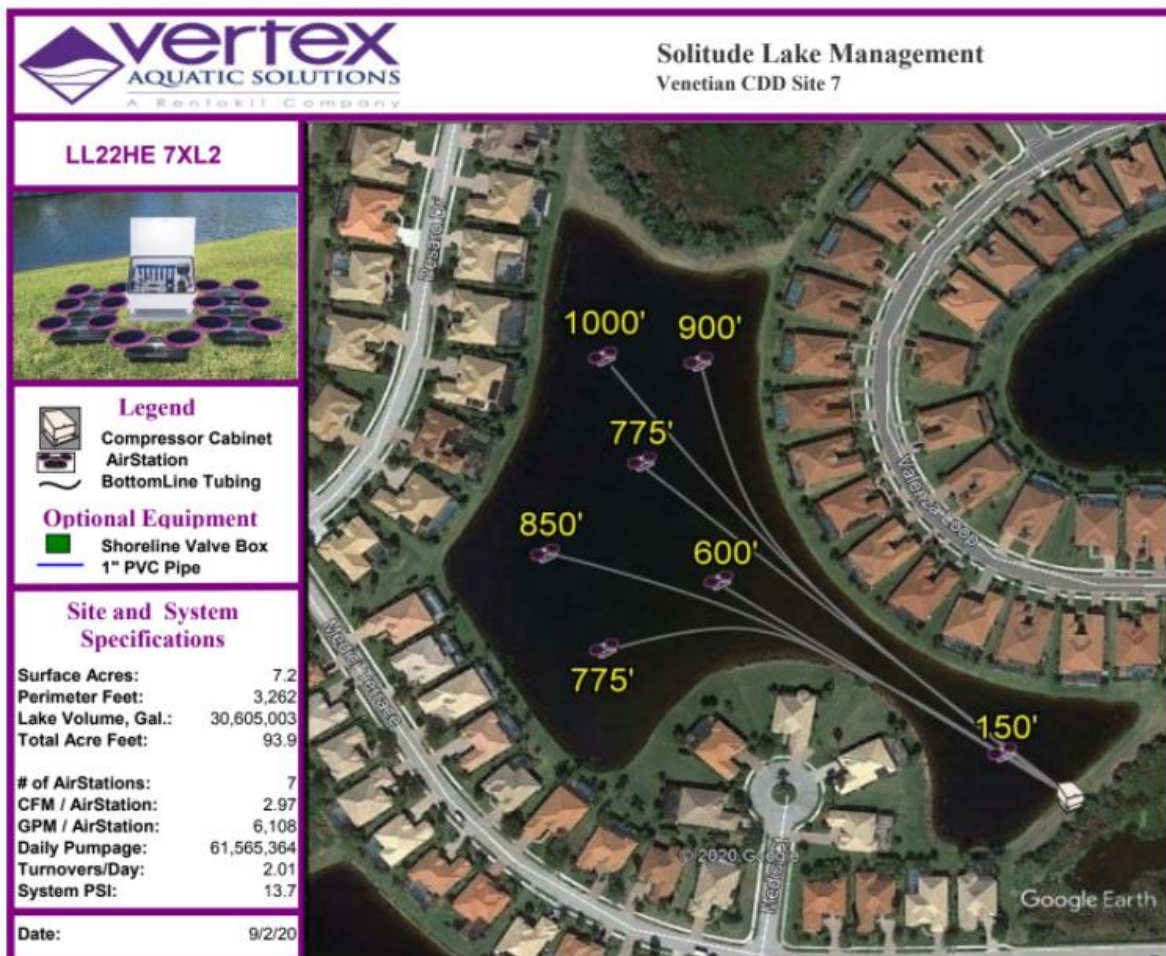
1. Company is a Distributor, certified by the manufacturer for sales, installation, service, and repair.
2. All electrical work performed as part of the above installation will be done in accordance with all state and local codes, by a person licensed to perform such work.
3. Company will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
4. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

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Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants system for three (3) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants Air Station Membrane Diffusers for five (5) years from the date of installation against any defects in materials and workmanship.
4. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
5. The manufacturer's warranty and the SÖLitude Lake Management® warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer and by SÖLitude Lake Management® performs any service, repair, or other work to the aeration system during the warranty period.
  - b. The aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.



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# Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Solitude Lake Management
Contact Name:	Chris Byrne
Site Name/Number:	Venetian CDD Site 43
Date:	September 2, 2020
Vertex Biologist:	Tamerra Jones Hering

---

Surface Acres:	3.15
Perimeter Feet:	1,528
Slope Ratio Relative to 1	3.0
Average Center Depth:	18.0
Average Depth	12.6
Circulation Constraint Percentage	0.0
Total Acre Feet	39.7
Lake Volume (Gallons)	12,920,287
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	12,920,287
GPM Per AirStation	3,767
Gallons Pumped / Day	16,275,348
System Working Pressure (PSI)	11.1
Air Delivery Per AirStation at Depth(CFM)	1.4
Number of CoActive AirStations Specified:	3
Complete Turnovers / Day	1.26

---

## Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface

## Vertex Water Features

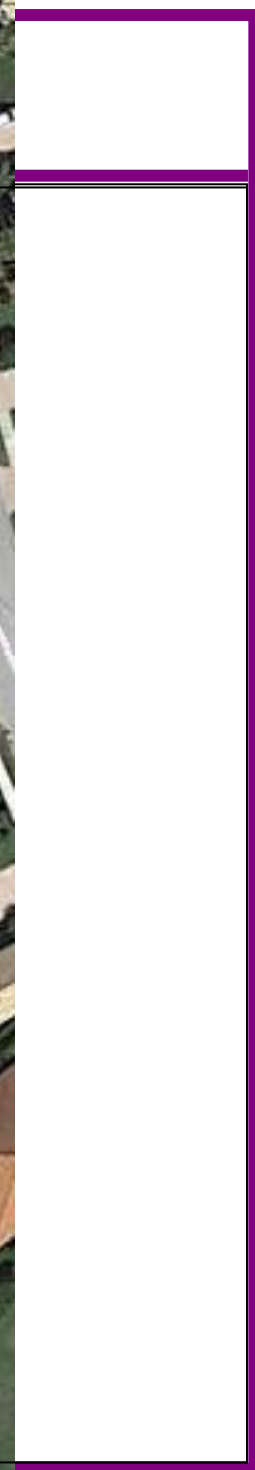
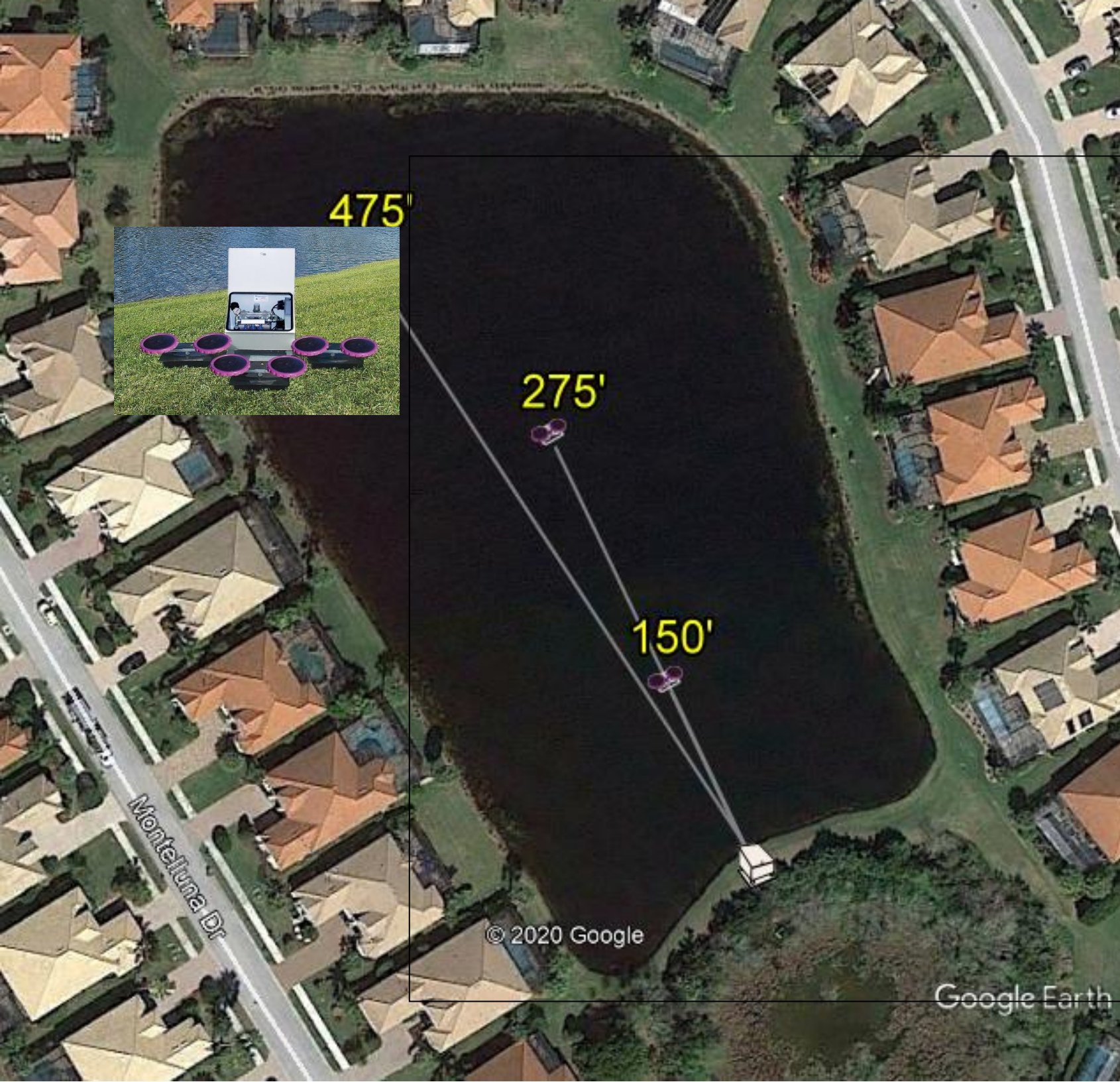
2100 NW 33rd Street, Pompano Beach, Florida 33069

Tel:800-432-4302 / Fax:954-977-7877

[www.vertexwaterfeatures.com](http://www.vertexwaterfeatures.com)

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## **SERVICES CONTRACT**

CUSTOMER NAME: Venetian CDD – Attn: Ms. Belinda Blandon  
PROPERTY NAME: Venetian CDD – 102 Pesarp Drive, North Venice, FL  
CONTRACT DATE: September 4, 2020  
SUBMITTED BY: Mr. Chris Byrne  
SPECIFICATIONS: Site 43 – 3.2 acres

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. **PAYMENT TERMS.** The fee for the Aeration Installation Services is **\$5,086.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation

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of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or

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unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Venetian CDD

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

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## **SCHEDULE A – AERATION SYSTEM INSTALLATION**

### Aeration System Install:

1. Company will install the following submersed air diffused aeration system:

#### **Vertex Air 3 XL2 Aeration System**

Includes: **SafeStart Compressor (115V)**  
Pressure Relief Valve  
Pressure Gauge  
Air Filter / Muffler Assembly  
GFCI protection breaker  
Lockable / Weatherproof / Sound Reducing Cabinet  
**Medium Sound Kit Sub Assembly**  
Cabinet mounting pad  
Cabinet Exhaust Fan  
**Three (3) Air Station Bottom Diffusers**  
(Dual Membrane / Self Cleaning)  
Check Valves  
Adjustable air distribution manifolds  
**900 ft.** underwater self-weighted air delivery tubing  
(5/8" ID / 1 1/4" OD)  
All labor and parts necessary for proper installation

2. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.

**\*For all single-phase units** customer must provide suitable 120V or 208/240V power source with appropriate breaker or disconnect for electrical connection by the edge of the pond, next to the site where the compressor cabinet is to be placed. SOLitude Lake Management® can arrange for any additional electrical work necessary to meet these electrical requirements for an additional fee. SOLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above. The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).

### General:

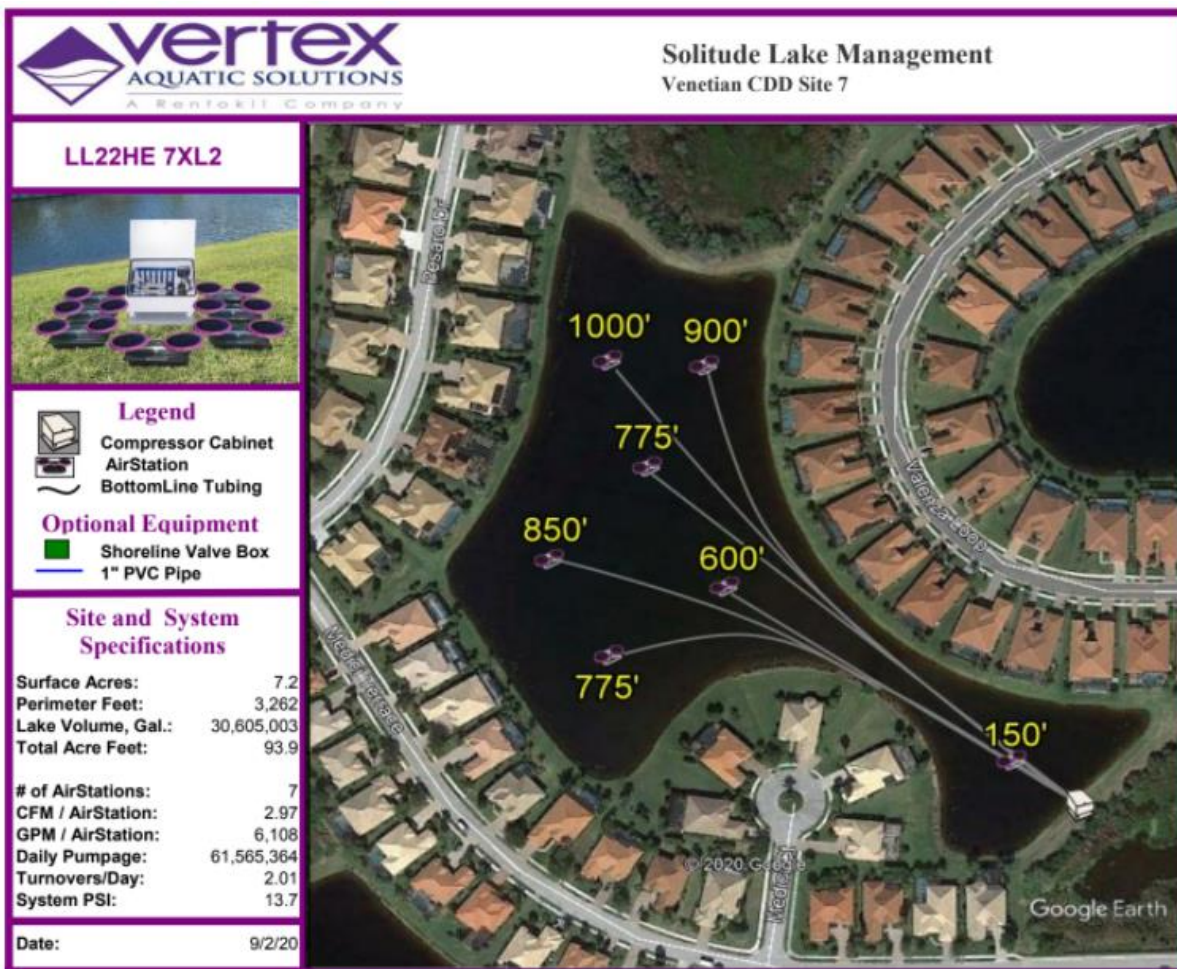
1. Company is a Distributor, certified by the manufacturer for sales, installation, service, and repair.
2. All electrical work performed as part of the above installation will be done in accordance with all state and local codes, by a person licensed to perform such work.
3. Company will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
4. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

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Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants system for three (3) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants Air Station Membrane Diffusers for five (5) years from the date of installation against any defects in materials and workmanship.
4. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
5. The manufacturer's warranty and the SÖLitude Lake Management® warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer and by SÖLitude Lake Management® performs any service, repair, or other work to the aeration system during the warranty period.
  - b. The aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.



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# Vertex Water Features Pond and Lake Aeration

## BOTTOM AERATION

With  
**Vertex**  
MicronBubble™  
Technology



## AIR3 XL2™

The Vertex Air3 XL2™ pond aerator is a super-efficient, affordable and safe system. In a typical pond, an Air3 XL2™ can aerate approximately 3-4 acres depending on shape, slope, oxygen demand and other factors. A 1/2hp (0.37kW) Brookwood™ SafeStart™ compressor, housed in our rustproof aluminum outdoor cabinet, feeds three bottom mounted CoActive AirStations™ utilizing Vertex's MicronBubble™ technology. The rising force of millions of bubbles circulates the entire water column, entraining bottom water up to the surface allowing vital oxygen to be absorbed and poisonous gasses expelled. With no electricity in the water, Vertex's aeration systems are safe for any type of water recreation.

Our systems have a full 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits) plus a Limited Lifetime warranty against rust and corrosion on the cabinet, 5-year warranty on the AirStations™ and a 15-year warranty on BottomLine™ supply tubing.



## FEATURES

### AIRSTATIONXL2™

- ◆ Total pumping capacity of up to 11,400 GPM
- ◆ Six 9" flexible membrane discs with MicronBubble™ technology
- ◆ Shallow water Airstation optional for depths lower than 8'
- ◆ Self-cleaning, low maintenance
- ◆ Rugged EPDM construction with vacuum formed and sonic welded HDPE base unit
- ◆ Lipped edge prevents sinking into soft bottom sediments
- ◆ 5-year "No Questions" warranty

### BROOKWOOD™ COMPRESSOR

- ◆ 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits)
- ◆ Vertex SafeStart™ Technology
- ◆ UL, 115v or 230v, 35 Max PSI
- ◆ Thermal overload protection
- ◆ 1/2hp (0.37kW): low electrical costs
- ◆ 2-3 year extended duty cycle between scheduled maintenance

### QUIETAIR™ CABINET

- ◆ Class "A" GFCI protection on all 115v circuits
- ◆ Powder coated aluminum for a durable attractive finish
- ◆ High capacity 290 CFM fan
- ◆ Easy access design with cam lock
- ◆ Easy plug-in connection to waterside electrical service
- ◆ Disconnect switch
- ◆ Heavy duty, light weight mounting pad included
- ◆ Sound dampening kit optional
- ◆ Limited lifetime warranty against rust

### BOTTOMLINE™ TUBING

- ◆ Over-sized I.D. for high flow
- ◆ Self-weighted for easy installation
- ◆ Available in 100' and 500' increments
- ◆ 15-year Vertex warranty

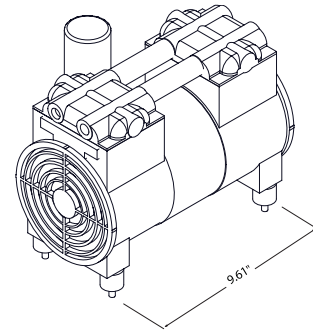
### BENEFITS TO THE LAKE

- ◆ High pumping rate easily penetrates stratification layers
- ◆ Circulates entire water column
- ◆ Increases oxygen levels throughout water column
- ◆ Promotes beneficial bacteria growth
- ◆ Prevents low oxygen fish kills
- ◆ Reduces nutrient levels and associated algae growth
- ◆ Oxidizes/reduces bottom muck
- ◆ Expands oxygenated habitat for improved fisheries
- ◆ Reduces aquatic midge and mosquito insect hatches
- ◆ Eliminates foul odors from undesirable dissolved gases
- ◆ Safe entry – no electricity in the water
- ◆ Extremely energy efficient

# SPECIFICATIONS: AIR3 XL2™ LAKE AERATION SYSTEM

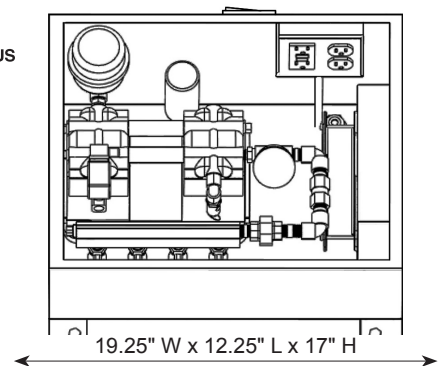
## BROOKWOOD™ COMPRESSOR

1/2hp (0.37kW), 115v or 230v, Single Phase piston type compressor. Built for continuous 24/7 operation and equipped with Vertex SafeStart™ technology allowing auto restart under maximum rated pressure without motor damage. Super-duty Brookwood™ compressors incorporate upgraded rotors, stators, valve plates, bearings and capacitors and are thermally protected, oil-free, and require no lubrication; just periodic cleaning of included washable air filter. Extended duty cycle is approximately 2 to 3 years for compressor maintenance, about 2 to 3 times the duty cycle of ordinary piston and rotary vane compressors. All Brookwood™ SafeStart™ compressors carry a 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits).



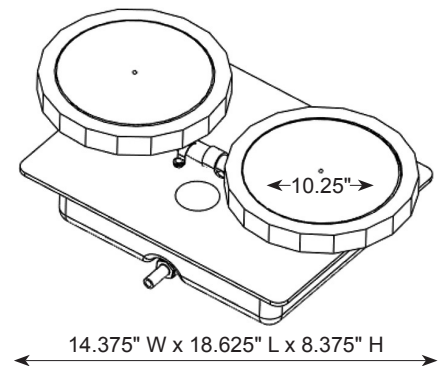
## QUIETAIR™ CABINET

Enclosure comes equipped with cam lock for security, fully gasketed and constructed of aluminum with gray electrostatically-bonded powder coating to provide Limited Lifetime warranty against cabinet rust and corrosion. Enclosure furnished with stamped ventilation grills to insure forced air circulation and an integral cooling fan with thermal protection, producing 290 CFM to guard against excessive compressor operating temperatures. Cabinet provided with HDPE mounting pad. Enclosure comes with class a GFCI protection on both the compressor and fan circuits. Quick disconnect switch included. Side mounted muffler box and additional insulation optional for quieter operation.



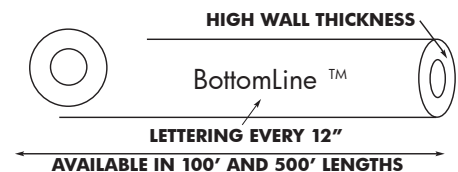
## AIRSTATION XL2™ ASSEMBLY

Diffuser station consists of two self-cleaning, 9" diameter, flexible membrane diffusers of EPDM compound with 100% rebound memory, each producing millions of fine 500 to 3000 micron bubbles – the majority 500 to 1000 microns. Each diffuser station is equipped with vacuum-formed HDPE base, sonic spot-welded to provide unit integrity. Base unit is made of hollow chamber design for the addition of inert pea gravel ballast and has a lipped design to prevent settling into soft bottom sediments. AIRSTATION™ is designed with adjustable diffuser riser to accommodate any site requirements.



## BOTTOMLINE™ SUPPLY TUBING

Self-weighted, direct burial submersible tubing for connection from compressor to diffuser stations. Tubing is flexible PVC composite construction for use with standard PVC solvent weld cement and insert fittings. Tubing has 0.58" I.D. and high wall thickness for long term durability and protection against punctures. Remains flexible in cold temperatures.



**Vertex Water Features**  
*Pond and Lake Aeration*

(844) 432-4303 • [info@vertexwaterfeatures.com](mailto:info@vertexwaterfeatures.com)  
[www.vertexwaterfeatures.com](http://www.vertexwaterfeatures.com)

Install all electrical equipment in accordance with Article 682 of the National Electrical Code and all local codes. Vertex Water Features reserves the right to improve and change our designs and/or specifications of our aerators without notice or obligation.  
©Vertex Water Features rev.051116

# Vertex LL 22HE™ Compressor System



## Do you want to control unsightly and harmful algae blooms, eliminate foul odors, reduce muck, improve fisheries and add life giving oxygen to your waterway?

The new Vertex LL 22HE™ high efficiency air compressor system is ideal for aerating large lakes, inland canals, harbors and marinas. The LL22HE provides you our most advanced technology yet in large single-phase compressor systems for restoring impaired waterways.

## Features & Benefits

- ♦ **Powerful:** Brookwood super-duty 230V single phase HighFlow™ compressors provide up to 25 PSI of working pressure, for depths up to 40' deep.
- ♦ **Higher Efficiency:** 3/4 HP Brookwood HighFlow™ systems reduce monthly electric bills about 30% over rotary vane and 10% over other piston compressor systems. **Total**
- ♦ **Airflow:** 22 Cubic Feet/Minute – Our highest flow in this compressor class and a 100% increase over our next largest single-phase system.
- ♦ **Extended Service Intervals:** When operated 24/7, the compressor service interval is typically every two to four years.
- ♦ **Compressor Cabinet:** Heavy gauge, powder coated, reinforced and welded aluminum construction with stainless steel fasteners.
- ♦ **Redundant Cooling System:** Three oversized 6" axial fans with excess capacity to protect compressors from over-heating and premature motor failure for world class reliability.
- ♦ **Vertex SafeStart™:** This exclusive technology boosts airflow while allowing safe, automatic restart following power supply interruption.
- ♦ **Versatility:** System is totally customizable, operates all models of Vertex AirStations™, BottomLine air supply tubing and VBS remote valve boxes as needed.
- ♦ **World's Best Warranty:** 3 years parts coverage on compressor system excluding wearable parts (air filters and compressor maintenance kits), 5 years on all AirStations™ and 15 years on BottomLine™ air supply tubing. See our website for details.



**Up Your Game with Vertex quality and performance.**

Call Vertex Water Features today for free consulting and design services and the location of a dealer near you.

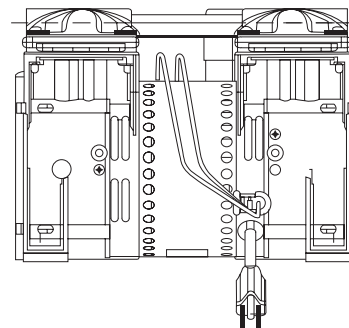
**(844) 432-4303**

[www.vertexwaterfeatures.com](http://www.vertexwaterfeatures.com)

# SPECIFICATIONS: LL HE22™ LAKE AERATION SYSTEM

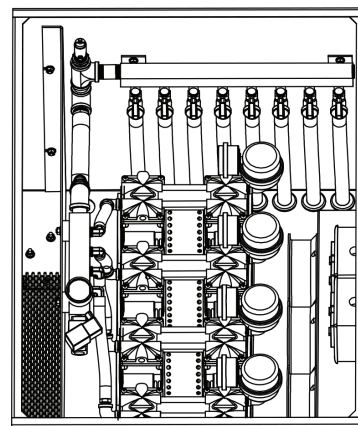
## BROOKWOOD™ HIGHFLOW™ COMPRESSOR

Four 3/4hp, 22 total CFM. Super-duty 240V, 60 Hz single phase 25 PSI, thermally protected twin cylinder piston type compressors. Built for continuous 24/7 operation. Super-duty Brookwood™ HighFlow™ compressors incorporate upgraded rotors, stators, bearings and capacitors and are thermally protected, oil-free, and require no lubrication; just periodic replacement of air filter. Extended duty cycle is approximately 2 to 4 years for compressor service, about 2 to 4 times the duty cycle of ordinary rotary vane compressors. All Brookwood™ HighFlow™ compressor systems carry a 3-year warranty, excluding wearable parts (air filters and compressor maintenance kits).



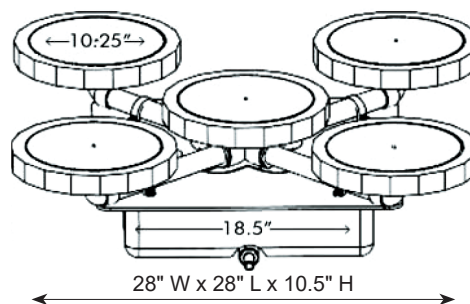
## QUIETAIR™ CABINET

Enclosure comes equipped with cam lock for security and exterior disconnect switch for safety. Fully gasketed and constructed of aluminum with gray electrostatically-bonded powder coating to provide lifetime warranty against rust. Enclosure furnished with stamped ventilation grill to insure forced air circulation and integral redundant cooling fans, producing 870 CFM to guard against excessive compressor operating temperatures. This system is equipped with Vertex SafeStart™ technology allowing auto restart under maximum rated pressure without motor damage. Cabinet provided with HDPE mounting pad. 230V system requires the purchaser to provide GFCI protection on their electrical supply circuit. ETL Listed. Quick disconnect switch included. Side mounted muffler box and additional insulation optional for quieter operation.



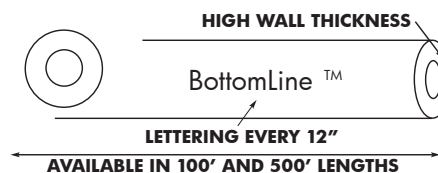
## AIRSTATION XL5™ ASSEMBLY

Diffuser station consists of five self-cleaning, 9" diameter, flexible membrane diffusers of EPDM compound with 100% rebound memory, each producing millions of fine 500 to 3000 micron bubbles. Includes FlowControl™ technology that equalizes airflow to all diffusers on uneven bottoms and StableTrak™ technology which stabilizes the bubble column increasing lift velocity. Each diffuser station is equipped with a vacuum-formed HDPE base, sonic spot-welded to provide unit integrity. Base unit has a hollow chamber design for the addition of inert pea gravel ballast and a lipped design to prevent settling into soft bottom sediments.



## BOTTOMLINE™ SUPPLY TUBING

Self-weighted, direct burial submersible tubing for connection from compressor to diffuser stations. Tubing is flexible PVC composite construction for use with standard PVC solvent weld cement and insert fittings. Tubing has 0.58" I.D. and high wall thickness for long term durability and protection against punctures. Remains flexible in cold temperatures.



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[www.vertexwaterfeatures.com](http://www.vertexwaterfeatures.com)

Install all electrical equipment in accordance with Article 682 of the National Electrical Code and all local codes. Vertex Water Features reserves the right to improve and change our designs and/or specifications of our aerators without notice or obligation.  
©Vertex Water Features

# Tab 6

**REQUEST FOR PROPOSAL**  
**AMENITY MANAGEMENT SERVICES**  
for  
**VENETIAN**  
**COMMUNITY DEVELOPMENT DISTRICT**

DRAFT

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DRAFT

**REQUEST FOR PROPOSAL**  
**AMENITY MANAGEMENT SERVICES**  
**for**  
**VENETIAN COMMUNITY DEVELOPMENT DISTRICT**  
North Venice, Florida

Notice is hereby given that the **Venetian Community Development District** (the “District”) will accept proposals from qualified entities interested in providing Amenity Management Services for the District as described in the Scope of Work set forth herein in Exhibit “A.” The District owns the Venetian Golf & River Club, an amenity facility located within the District, and other amenities which require management services.

The Request for Proposal Package will be available beginning on **October 1, 2020**, beginning at 9:00 am. In order to obtain the documents please submit a request via email to Belinda Blandon, District Manager, at [bblandon@rizzetta.com](mailto:bblandon@rizzetta.com).

The District is a Special-Purpose Taxing District created by Chapter 190 Florida Statutes. The entities submitting proposals must be able to provide all amenity management services as outlined in the Scope of Work and meet the following qualifications: (i) fully licensed and insured, (ii) 5 plus years minimum continuous operation (iii) experience with at least three other communities of a similar nature, size and amenity level to the Venetian Golf & River Club, with verifiable references, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, (v) Proposer will be encouraged to have made a site visit prior to submitting the proposal and will be responsible for its own evaluation of the amenities, (vi) Proposer shall provide a price for one year (commencement date TBD) with an option for two (2) one (1) year renewals.

Firms desiring to submit proposals for this project must submit one (1) original and seven (7) hard copies for the required proposal no later than **Monday, November 2, 2020**, at 5:00 P.M. at the offices of Belinda Blandon, District Manager, Venetian Community Development District, 9530 Marketplace Road, Suite 206, Ft. Myers, Florida 33912. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals may be either mailed or hand-delivered. An electronic copy should be submitted as well to [bblandon@rizzetta.com](mailto:bblandon@rizzetta.com). Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District’s sole and absolute discretion. Proposals will be reviewed and then a final decision made by the District’s Board of Supervisors at a duly noticed public meeting on **November \_\_, 2020**, at 9:30 A.M.

The District has the right to reject any and all proposals in its sole and absolute discretion, whether or not reasonable, either with or without cause, and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest to do so. The District may further postpone the award of the contract, to elect not to proceed with the subject award process and to accept a proposal or portion of a proposal, which in its judgment best serves the District. Any and all questions relative to this project shall be directed in writing, by e-mail only, to Belinda Blandon at [bblandon@rizzetta.com](mailto:bblandon@rizzetta.com). Questions received after 4:00 p.m on **October 23, 2020**, will not be answered. Answers to all questions will be provided to all proposers via e-mail.

## VENETIAN COMMUNITY DEVELOPMENT DISTRICT

### AMENITY MANAGEMENT SERVICES

#### Instructions to Proposers

**SECTION 1. DUE DATE:** Sealed proposals will be received no later than 5:00pm on **November 2, 2020**, at the Venetian Community Development District's District Manager's Office, 9530 Marketplace Road, Suite 206, Ft. Myers, Florida 33912, Attention: Belinda Blandon. Proposals will be publicly opened at that time or as soon thereafter as possible. Proposals received after the time and date stipulated above will not be considered.

Proposals shall be submitted as one (1) original, and seven (7) hard copies. Proposals shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Venetian Community Development District AMENITY MANAGEMENT SERVICES ENCLOSED)" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

Proposals will be considered at the **November 2, 2020**, meeting of the Venetian Community Development District Board of Supervisors as referenced herein and a decision made as to the acceptance of a specific proposal or rejection of all proposals.

As referenced, the District has the right to reject any and all proposals, postpone the award of the contract, to elect not to proceed with an award process, make modifications to the work, and waive any technical errors, informalities or irregularities if it determines in its sole and absolute discretion, whether or not reasonable, it is in the District's best interest to do so.

The selection of the successful Proposer or rejection of all proposals will be made and announced at the District Board Meeting on **November 2, 2020**, at 9:30 am or thereafter.

**SECTION 2. SIGNATURE ON PROPOSAL.** The proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so.

**SECTION 3. PRE-PROPOSAL VISIT AND FAMILIARITY WITH THE PROJECT:** The Proposer will have the opportunity to, and is encouraged to visit the Venetian Golf & River Club located at 502 Veneto Boulevard, North Venice, Florida, by contacting \_\_\_\_\_ to gain familiarity with the community and the subject amenities prior to submitting a proposal.

No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions.

**SECTION 4. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work and are applicable to community development district amenities. The Proposer is also assumed to be familiar with the District's operating rules and procedures. Ignorance on the part of the

Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all applicable laws, ordinances and regulations.

**SECTION 5. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization and resources to complete the work to the satisfaction of the District.

**SECTION 6. SUBMISSION OF ONLY ONE PROPOSAL AND DEFAULT HISTORY.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper license and business organization.

**SECTION 7. INTERPRETATIONS AND ADDENDA.** All questions regarding this Request for Proposal are to be directed in writing, via e-mail only, to Belinda Blandon, District Manager at [bblandon@rizzetta.com](mailto:bblandon@rizzetta.com). Interpretations or clarifications considered necessary in response to such questions will be issued by addenda to all parties recorded as having received the Request for Proposal. Answers to all questions will be provided to all proposers by e-mail. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

**SECTION 8. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of one hundred twenty (120) days.

**SECTION 9. PROPOSAL FORMS.** Proposer shall, at a minimum, submit a completed Proposer Qualification Statement, as provided herein, and a completed Proposal Form, attached to this RFP as Exhibit "B." All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all addenda. In making its proposal, each Proposer represents that it has read and understands the Scope of Work, attached to this RFP as Exhibit "A" and that the proposal is made in accordance therewith.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to another Proposer or through in-house operations. The District and the selected contractor ("Contractor") will execute a contract for a specified term. Upon expiration or termination of any existing contract for amenity management services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

**SECTION 11. INSURANCE.** By submittal of a Proposal, all Proposers confirm the company's ability to meet the insurance coverage requirements set forth below and provided herein.

**General Liability Insurance:** Limits of not less than \$1,000,000.00 per occurrence, \$ 5,000,000.00 aggregate covering all work performed under this Contract.

**Automobile Liability Insurance:** Limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Contract.

**Workers Compensation Insurance:** Limits of not less than \$1,000,000 per employee per accident.

**Umbrella Insurance** – Limits of not less than \$ 5,000,000.00.

In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds within five (5) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

**SECTION 12. INDEMNIFICATION.** The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence, reckless and/or willful misconduct as well as breach of contract.

**SECTION 13. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

**SECTION 14. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the Request for Proposals:

- A. List position or title, corporate responsibilities and years experience of key management or supervisory personnel (forms attached as part of Contractor's Qualification Statement). Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience. In addition, Proposer will be required to provide criminal histories and background checks.
- B. Describe proposed staffing levels. Include information on current operations, administrative and management staffing of both a professional and technical nature, including resumes for staff at or above the Manager level.
- C. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

- D. A copy of its insurance certificate indicating the types of coverage and limits for general, property, umbrella, and automobile liability insurance, and worker's compensation insurance.
- E. Completed copies of all other forms included within the Request for Proposals.

**SECTION 15. EVALUATION OF PROPOSALS.** The proposals shall be ranked based on the Evaluation Criteria set forth herein. Proposals may be held by the District for a period not to exceed 120 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. District representatives may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits, oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the disqualification of the proposal response.

### **EVALUATION CRITERIA**

This Request for Proposal includes following all the procedures in this document and sending the sealed proposal information to the District by the due date and time and in the manner set forth in this RFP. Once proposals are received, the members of the District's Board of Supervisors will review each submittal and score each proposal based on the evaluation criteria. The award will be based on the proposal that is most advantageous to the District. The Proposals will be evaluated on the following criteria:

<b>Factor</b>	<b>Description</b>	<b>Points</b>
1.	<b>Completeness of Proposal</b> Completeness of response in accordance with RFP instructions and requirements. Proposal is neat and professional in appearance.	5
2.	<b>Experience</b> Experience in performing work of similar size and scope; experience working with community development districts or public agencies; strength and stability of the proposing entity.	25
3.	<b>Qualifications of Key Personnel</b> Qualifications of management and staff, training programs for staff.	25
4.	<b>References</b> Assessment of Proposer's performance by client references and references with demonstrated success in providing similar services. References must also indicate proposer's ability to form positive and collaborative relationships with clients.	25
5.	<b>Cost</b> Cost Proposal will be evaluated using the following formula: (Lowest Proposed Cost / Proposer's Cost) X 20 = Total Cost Points	20

Total		100

**SECTION 16. CHANGES/MODIFICATIONS.** The District reserves the right to order changes in the Scope of Work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Proposer. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

**SECTION 17. BLACK OUT PERIOD/CONE OF SILENCE.** The blackout period is defined as between the time the Request for Proposal is issued by the District and the time the Board awards the contract. During this black out period, any attempt to influence the thinking of District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to contract negotiations or communications with staff not concerning this solicitation.

**SECTION 18. FEE.** Proposers shall submit their proposed fee information on the supplied forms with all blank spaces completed. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions during the proposal process. Proposers shall guarantee that their proposed fees to the District shall not increase throughout the term of the contract agreement executed.

**SECTION 19. REFERENCE TERMS.** Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

**SECTION 20. ADDITIONAL TERMS AND CONDITIONS.** No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal.

**SECTION 21. PUBLIC RECORDS.** All proposals submitted are public records subject to production unless specifically exempt by Florida Statutes or additional applicable law.

# VENETIAN COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

1. Proposer: \_\_\_\_\_ /\_/\_ A Partnership  
                                [Company Name]         /\_/\_ A Corporation  
  /\_/\_ A Subsidiary Corporation
2. Parent Company Name: \_\_\_\_\_
3. Parent Company Address:  
  
Street Address \_\_\_\_\_  
  
P.O. Box (if any) \_\_\_\_\_  
  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
  
Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_  
  
1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
  
2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_
4. Proposer Company Address (if different):  
  
Street Address \_\_\_\_\_  
  
P. O. Box (if any) \_\_\_\_\_  
  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
  
Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_  
  
1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
  
2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_
5. List the location of the office from which the proposer would provide services to Venetian CDD.  
  
Street Address \_\_\_\_\_  
  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
  
Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_  
  
1st Contract Name \_\_\_\_\_ Title \_\_\_\_\_
6. Is the Proposer incorporated in the State of Florida? Yes ( ) No ( )

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes ( ) No ( )

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated? \_\_\_\_\_

- Is the company in good standing with the State? Yes ( ) No ( )

If no, please explain \_\_\_\_\_  
\_\_\_\_\_

- Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

- Is the Proposer's company authorized to do business in the State of Florida?  
Yes ( ) No ( )

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing security and patrol services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes ( ) No ( )

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. What are the Proposer's current insurance limits?

General Liability	\$ _____
Automobile Liability	\$ _____
Umbrella Coverage	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

By submittal of a Proposal, Proposer confirms that Insurance Limits stated under Section 11 of Instructions to Proposers is the minimum coverage carried by the Proposer.

9. Please state whether the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes ( ) No ( )  
If so, state the name(s) of the company (ies) \_\_\_\_\_

\_\_\_\_\_

The state(s) where barred or suspended \_\_\_\_\_  
State the period(s) of debarment or suspension \_\_\_\_\_

\_\_\_\_\_

10. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it?  
Yes ( ) No ( ) If so, where and why? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

11. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract?  
Yes ( ) No ( ) If so, state name of individual, other organization and reason therefore.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. List any and all (including but not limited to both criminal and civil) litigation to which the Proposer, any personnel to work at the District, any officer and/or employee of the Proposer has been a party to in the last ten (10) years. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes ( ) No ( ) If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

14. List three (3) current clients including contact persons and telephone numbers as well as their length of service:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

15. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

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16. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

17. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.

18. Key Personnel: Describe experience of the principal individuals (Supervisors etc.) who would be responsible for and/or who will be assigned to this contract if awarded to the Proposer.

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm.
--------------	-----------	-----------------

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Venetian CDD or their authorized agents, deemed necessary to verify the statements made in Proposer's submittal, or necessary to determine whether the Venetian CDD should consider the Proposer for award of the contract for the Amenity Management Services including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

\_\_\_\_\_  
Name of Proposer

By: \_\_\_\_\_

\_\_\_\_\_  
[Type Name and Title of Person Signing]

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Notary Public/Expiration Date

**END**

## CORPORATE OFFICERS

Company Name \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

--	--	--	--

DRAFT

## AFFIDAVIT FOR INDIVIDUAL

State of \_\_\_\_\_ ss:

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

\_\_\_\_\_  
(Proposer must also sign here)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public/Expiration Date:

(SEAL)

## AFFIDAVIT FOR PARTNERSHIP

State of \_\_\_\_\_ ss:

County of \_\_\_\_\_

\_\_\_\_\_, is a member of the firm of \_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer's proposal.

\_\_\_\_\_  
(Signature of a General Partner is Required)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public/Expiration Date:

(SEAL)

**AFFIDAVIT FOR CORPORATION**

State of \_\_\_\_\_ ss:

County of \_\_\_\_\_

\_\_\_\_\_  
(title) \_\_\_\_\_ of  
the \_\_\_\_\_

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Proposer will be considered good cause for rejection of Proposer's proposal.

\_\_\_\_\_  
(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public/Expiration Date:

(SEAL)

SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Venetian Community Development District.
2. This sworn statement is submitted by \_\_\_\_\_  
[Print Name of Entity Submitting Sworn Statement]  
whose business address is \_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the  
entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or,
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

\_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_

\_\_\_\_\_ who, after first being sworn by me, affixed his/her signature in the  
(name of individual signing)

space provided above on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

## **EXHIBIT A**

### **VENETIAN COMMUNITY DEVELOPMENT DISTRICT**

#### **AMENITY MANAGEMENT SERVICES**

#### **REQUEST FOR PROPOSAL**

#### **SCOPE OF WORK**

The Venetian Community Development District (the “District”) is seeking to retain an entity (the “Manager”) to provide all personnel, equipment, and materials necessary to perform the amenity management services (the “Services”) as specified herein.

##### **I. Administrative and Management Services**

- A. Manager shall direct, supervise, manage, and operate the Venetian Golf & River Club (the “Club”) and all related facilities including, but not limited to, the restaurant, lounge, fitness center, indoor instruction area, pool, tennis courts, parking areas, and other improvements (collectively, the “Club Facilities”). In conjunction with the District, Manager shall further establish and carry out programs and policies to be followed in connection with the Club Facilities and all applicable District rules and regulations. The District directs management of the Club Facilities on budget-related decisions and other business as will be outlined in the contract between District and Manager.
- B. Manager shall provide a full time General Manager for the Club Facilities (the “General Manager”). The General Manager shall be subject to the approval of the District Board of Supervisors in its sole and absolute discretion. The General Manager shall attend all regular scheduled meeting and special meetings of the District’s Board of Supervisors and certain Board-Appointed Committee meetings.
- C. Manager shall employ, pay, supervise, and discharge employees and all agents, contractors or subcontractors performing services related to the operation of the Club Facilities. Manager shall further:
  - i. Procure and maintain with insurance companies of recognized responsibility:
    - a. Workers’ compensation insurance as may be required under applicable laws covering all employees, including employer’s liability;
    - b. Crime insurance coverage, including fidelity bond, with reasonable limits as agreed by District and Manager; and
    - c. Other required insurance as specified in the RFP.
  - ii. Provide for all payroll taxes, fringe benefits, and other related payroll burdens which shall be represented as a percentage applied to payroll.
  - iii. Employ all personnel employed at the Club Facilities as employees of Manager. Manager shall have discretion within the confines of applicable law, to hire,

promote, supervise, direct and train all employees, to fix employee compensation subject to budgetary limitations and, in general, establish and maintain all policies relating to employment, provided the District's Board of Supervisors shall have the right to approve the General Manager and shall have the right to require Manager to replace the General Manager.

- D. Manager shall advertise, arrange for, and supervise outside events to be held at the Club such as weddings, dinners, luncheons, and meetings, to the extent provided for in the Club's operating budget and as approved by the District's Board of Supervisors.
- E. Manager shall keep the Club Facilities and fixed assets in good working order, repair, and condition including, without limitation, making necessary replacements, improvements, additions and substitutions, to the end that the Club Facilities shall be adequately maintained, furnished, and operated in a first-class manner, all within the confines of the operating budget or if outside operating budget limitations, with the approval of the District's Board of Supervisors. These obligations shall include, but not be limited to:
  - i. Negotiating, on behalf of the District and consistent with the operating budget, service contracts and leases required in the ordinary course of business in operating the Club Facilities including, without limitation, contracts for electricity, gas, telephone, internet, security agency protection, pest control, maintenance, equipment and other services or assets which Manager deems advisable;
  - ii. Supervising and purchasing or arranging for the purchase of all inventories and supplies which in the normal course of business are proper to adequately maintain and operate the Club Facilities; and
  - iii. Making recommendations in a timely manner to the District's Board of Supervisors as to contract approval, rejection, amendment, renewal, and cancellation for goods and services related to the operation and maintenance of the Club Facilities.
- F. Manager shall timely apply for, obtain and/or renew all licenses, permits, and certificates required in connection with the operation of the Club Facilities.
- G. Manager shall enforce all rules and regulations applicable to the Club Facilities, as may be established or amended by the District from time to time.
- H. Manager shall work cooperatively with the District's Board of Supervisors, the District's management company, and the District's appointed advisory committees in managing the Club Facilities.
- I. Manager shall develop and maintain a website dedicated to the Club Facilities, which will provide for:
  - i. A timely newsletter published on a monthly basis;
  - ii. Ability for members to pay monthly billings online;
  - iii. Event schedules; and

- iv. Online dinner and event reservations.

## II. Overview of Club Facilities

### A. Food and Beverage

- i. Four (4) dining rooms: Palazzo (main dining room) 100-150 seats, La Sala (bar) 25 seats, La Vista (side room) 30-50 seats, and Pranzare (side room) 30 seats
- ii. Poolside Tiki Bar service
- iii. Event lawn
- iv. Lunch served five days per week; dinner served 2-3 nights per week.
- v. Special resident events on weekends, holidays
- vi. Various meetings held for District, homeowners' associations, committees, etc.
- vii. Social group gatherings
- viii. Outside banquet business for events such as weddings, luncheons, etc.

### B. Fitness

- i. Resort swimming pool, lap pool, and jacuzzi
- ii. Men's and Women's locker rooms
- iii. Fitness Center with strength and cardio equipment
- iv. Group exercise classes
- v. After-hours access

### C. Tennis

- i. Six (6) Har-Tru lighted tennis courts
- ii. Underground watering system
- iii. Ball machine
- iv. Tennis Shop with retail apparel, racquet restringing services, etc.

## III. Financial Services

- A. Manager shall supervise and maintain complete books and records including, without limitation, the books of account and accounting procedures of the Club Facilities, which books and records shall at all times be made available to the District (or the District's authorized representative) upon giving reasonable notice to Manager.
  - i. All software, information technology (IT) expenses, and other similar costs related to the bookkeeping function, including but not necessarily limited to the handling of accounts payable and accounts receivable shall be included in the Manager's fee unless specifically stated otherwise.
  - ii. Manager shall maintain, archive, and protect all public records related to the Club Facilities including all financial records required by law, including all applicable Florida Statutes governing the District.

- B. Manager shall bill, handle, administer, and collect all gross revenues payable with respect to the Club Facilities, with the exception of annual collections made via the tax assessment roll.
- i. Manager shall issue and mail monthly invoices to all members who incurred costs during the preceding month.
  - ii. Manager shall collect monthly payments due from members.
  - iii. Manager shall notify the District's Board of Supervisors of any delinquent member accounts. Collections related to delinquent accounts over ninety (90) days old shall be handled as directed by the District's Board of Supervisors.
  - iv. All software, IT expenses and other similar related costs, other than printing and distribution costs related to the monthly invoices, shall be included in the Manager's fee.
- C. Manager shall timely prepare a Proposed Operating Budget for each Fiscal Year and submit said budget to the District for approval.
- D. Manager shall deliver to the District's Board of Supervisors within thirty (30) days of the end of each accounting period, a statement of profit and loss showing the results of the operation of the Club Facilities for the immediately preceding accounting period and for the Fiscal Year-to-date with complete details of all items of income and expenses, including an explanation of major variances.
- E. Manager shall, within thirty (30) days after the end of each month during the term of the contract and within sixty (60) days after the end of each Fiscal Year during the term of the contract, deliver to the District's Board of Supervisors a balance sheet and the related statements of income, cash flow, and the District's equity and changes in financial position for the preceding fiscal quarter or year (as the case may be), all prepared on an accrual basis, and a comparison of actual results for such period with the operating budget.

IV. Manager's Fee

Manager's fee for providing the amenity management services as described herein and, unless otherwise specifically stated herein, shall include all fees and costs for management oversight of the Club Facilities operations and internal corporate functions, District and office expenses, corporate software and information technology costs provided in connection with the management of the Club Facilities, including finance, payroll administration and accounting, information technology, and legal and marketing services.

**EXHIBIT B**

**VENETIAN COMMUNITY DEVELOPMENT DISTRICT**

**AMENITY MANAGEMENT SERVICES**

**REQUEST FOR PROPOSAL**

**PROPOSAL FORM**

The undersigned Proposer agrees, if this Request for Proposal is awarded to Proposer, to contract with the Venetian Community Development District to furnish all services contemplated in the Request for Proposal and, specifically, Exhibit "A" thereto. The undersigned Proposer agrees to accept in full compensation the proposed fee as set forth herein.

Lump Sum Manager's Fee for all Amenity Management Services as set forth in the Scope of Work (Exhibit "A"):

Year 1 - \_\_\_\_\_ dollars (\$\_\_\_\_\_)

Year 2 - \_\_\_\_\_ dollars (\$\_\_\_\_\_)

Year 3 - \_\_\_\_\_ dollars (\$\_\_\_\_\_)

Percentage burden to be added to wages paid onsite employees to cover all payroll taxes and fringe benefits. Note: Holiday pay and vacation time, if any (to be mutually determined) shall be considered as wages and not a fringe benefit):

\_\_\_\_\_ percent (\_\_\_\_\_%)

Name of Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Tab 7

**MINUTES OF MEETING**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**VENETIAN  
COMMUNITY DEVELOPMENT DISTRICT**

The Audit Committee meeting of the Venetian Community Development District was held on **Monday, August 10, 2020 at 9:30 a.m.** by means of Zoom communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-114, 20-150 and 20-179 issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, May 8, 2020, June 23, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

Present and constituting a quorum:

Richard Bracco	<b>Committee Member</b>
Susie Lentile	<b>Committee Member</b>
David Lusty	<b>Committee Member</b>
Steve Kleinglass	<b>Committee Member</b>
Richard McCafferty	<b>Committee Member</b>

Also present were:

Belinda Blandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Andy Cohen	<b>District Counsel, Persson, Cohen &amp; Mooney, P.A.</b>
Rick Schappacher	<b>District Engineer, Schappacher Engineering</b>
Denise Payton	<b>General Manager, River Club</b>
Keith Livermore	<b>Field Manager, VCDD</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Blandon called the meeting to order and conducted the roll call.

**SECOND ORDER OF BUSINESS**

**Presentation of the Audit Proposal  
Instructions and Evaluation Criteria  
With and Without Price**

Ms. Blandon provided an overview of the audit proposal instructions and evaluation criteria, advising the difference from one set to the other is whether pricing is included. Ms. Blandon suggested the Committee recommend that the Board utilize the evaluation criteria including price so that there is a set fee for the audit up front. Mr. Lusty inquired regarding the difference between the criteria for price versus price reasonableness. Mr.

Cohen advised that price reasonableness is included so that if a proposer submits an unusually low bid, they would potentially not receive the full price points.

On a Motion by Mr. Bracco, seconded by Ms. Lentile, with all in favor, the Committee Recommended the due date for Audit Services Proposals be set for September 18, 2020 at 3:00 p.m., the Instructions and Evaluation Criteria to include price, and setting the next meeting of the Audit Committee for September 28, 2020 to be held at 9:30 a.m., for the Audit Committee of the Venetian Community Development District.

### THIRD ORDER OF BUSINESS

### Comments/Adjournment

Ms. Blandon opened the floor for comments. There were none.

On a Motion by Mr. McCafferty, seconded by Mr. Bracco, with all in favor, the Committee adjourned the meeting at 9:37 a.m., for the Audit Committee of the Venetian Community Development District.

# Tab 8

**MINUTES OF MEETING**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**VENETIAN  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Venetian Community Development District was held on **Monday, August 10, 2020 at 9:38 a.m.** held virtually via Zoom pursuant to Executive Orders 20-52, 20-69, 20-112, 20-114, 20-150 and 20-179 issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, May 8, 2020, June 23, 2020 respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

Present and constituting a quorum were:

Richard Bracco	<b>Board Supervisor, Chairman</b>
Susie Lentile	<b>Board Supervisor, Vice Chair</b>
David Lusty	<b>Board Supervisor, Assistant Secretary</b>
Richard McCafferty	<b>Board Supervisor, Assistant Secretary</b>
Steve Kleinglass	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Belinda Blandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Andy Cohen	<b>District Counsel, Persson, Cohen &amp; Mooney, P.A.</b>
Rick Schappacher	<b>District Engineer, Schappacher Engineering</b>
Denise Payton	<b>General Manager, River Club</b>
Keith Livermore	<b>Field Manager, Venetian CDD</b>
Bill Bower	<b>ICON</b>
Audience	

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Blandon called the meeting to order and conducted the roll call.

Ms. Blandon advised that the Chairman has recommended that the Board allow Dr. Fiedler to speak prior to public comment so that attendees may also speak to any item brought up by Dr. Fiedler. The Board concurred.

**SECOND ORDER OF BUSINESS**

**Mitzy Fiedler, City Council Discussion**

Ms. Blandon opened the line to Dr. Mitzy Fiedler who provided an update on the status of the City; the capital improvement projects are all on schedule and on budget. She advised that in the 2020/2021 budget; a Northeast Park is included with the desire for it to contain pickleball courts, a dog park, and walking trail. She advised that she would like to see it also have playground equipment. She advised that the park impact fees account has

\$3,000,000.00 and continues to grow which is what will be used to pay for this park. She advised that if anyone is interested in providing input and be involved in the project, James Clinch, Director of Public works can be contacted at (941) 882-7359. Dr. Fiedler advised that \$400,000.00 has been designated from Road Impact Fees for the initial engineering related to an expanded Laurel Road and participation is welcome. She advised Council Meetings are held on the second and fourth Tuesday of every month, beginning at 9:00 a.m.

Ms. Blandon called on each virtual attendee for questions or comments related to the presentation by Dr. Fiedler.

Mr. Pirrotti thanked the Board for sending his concerns to Mr. Cohen and based on Mr. Cohen's memo it is clear that the CDD is not taking into account the sound advice regarding the risks related to the termination of the Right of Way Agreement and other aspects of advice in his opinion are contrary to law.

Ms. Blandon asked Dr. Fiedler if she would like to respond to Mr. Pirrotti. Dr. Fiedler advised that she did not as Mr. Pirrotti was speaking to the CDD pickleball courts and dog park and she is attending the meeting to discuss the City of Venice park.

Ms. Gericke advised that she appreciates new parks and the Board has been very sensible about reviewing other amenities and keeping the Venetian Community in a competitive light related to amenities and that needs to stay the focus and continue to move forward with the dog park and pickleball courts.

Mr. Chorba inquired regarding participation in the new park being individual or does it need to be a Committee of the VGRC. Dr. Fiedler advised that it can be either. Mr. Chorba asked for clarification on the amount set aside for this park. Dr. Fiedler advised that the parks fees account has \$3,000,000.00 collectively and is not ear marked for this specific park.

Ms. Cardona asked how many pickleball courts are being planned for this park. Dr. Fiedler advised that the determination will be made based on community input. Ms. Cardona further advised that she supports very much everything that Mr. Pirrotti has said and clearly if Venice is building a park so near Venetian then it does not make sense for Venetian to have the additional expense and liabilities and so it clearly makes sense not to move forward with the project at that location.

Mr. Booker thanked Dr. Fiedler for attending today. He asked for the area specifically where the City park could be located as the concerns from residents could be a matter of convenience to pickleball courts and a dog park. Dr. Fiedler advised that no location has been selected though Council is looking for land. She advised that the City has some land on Knights Trail and the County has some land but at this time no location has been identified. Mr. Booker asked Dr. Fiedler if she is familiar with the dog park currently on a Neal property on Jacaranda. Dr. Fiedler confirmed that she is familiar. Mr. Booker asked Dr. Fiedler what the City's sentiment is about that park in its location under the power lies. Dr. Fiedler advised that it is hard to say and that was developed before her time on Council.

Mr. Saro advised that he did an unscientific search on google maps, following the

power lines from the Laurel Road transfer station area and while a section of lines runs through open range land where there are no housing structures, he was not able to detect any type of permanent structure of parks within one hundred to two hundred yards with the exception of a dirt parking area. He advised that if FPL needed to access the area only vehicles would need to be moved. Mr. Saro asked if the CDD can direct Mr. Cohen to have FPL identify any other communities where the power lines cross their property and they have entered into the same type of agreement that the VCDD is considering.

Mr. Wilson advised that he has been Chair of the Pickleball Committee and a lot of time was put into the recommendations and a lot of other folks were involved and we are a lot closer to the end of this than the beginning. He advised that residents have been promised a park in North Venice for many years; the Mayor provided a presentation that looked very promising probably ten years ago that never happened. He advised that the City has been so slow in doing anything that he can't help but wonder if maybe we are a lot further from having a park accomplished than what Ms. Fiedler has explained. Mr. Wilson advised that he looks forward to having a park in the area and he has gone to City Council to make a request and so the North Venice Park has his endorsement but it should not impact what the Committee has done, the efforts made, Community Support for the pickleball courts and dog parks in the Community for all the reasons that have been talked about for so long. He advised that even though the park will add to North Venice and make the Community more attractive to newcomers, it will not be as helpful for Venetian and the Venetian amenities need to be improved. Mr. Wilson advised that Venetian needs these amenities in the Community.

A resident advised that she wants to reinforce what Mr. Wilson said; the amenity is where the value is, it makes individual property more sellable; it makes the Community have more control over what is going on, and there is a lot of support in the Community for the park here.

Mr. Jasper advised that basically the Venetian Golf and River Club Community Association has been promoting a Northeast Venice Park for many years, even well before the CDD took up the issue of a park and the Community Association will continue to push for a Northeast Venice Park and would like to hear from residents.

Ms. Blandon advised that she called on all virtual attendees for comments or questions for Dr. Fiedler. She asked the Board if they had any questions or comments.

Mr. Bracco thanked Dr. Fiedler for attending the meeting.

Ms. Lentile thanked Dr. Fiedler.

Mr. Lusty advised that he believes their own dog park and pickleball court will help enhance property values, no amenities have been added since the community opened seventeen years ago, demographics have changed, and he does not think that linking the park development with the City plan is appropriate. Mr. Lusty advised that he hopes if this project moves forward, he would hope that Ms. Fiedler would support the Venetian in this project.

**THIRD ORDER OF BUSINESS**

**Public Comment**

Ms. Blandon called on each member of the public virtually attending for comment.

Mr. Smaha advised that his comment is related to Dr. Fiedler's report; he advised that Dr. Fiedler recommended obtaining Planning Commission input before spending money on an application and he has heard off the record that it will be difficult to get approval in that location and so he believes that we should heed Dr. Fiedler's input and obtain Planning Commission input before submitting an application and spending the money. Mr. Smaha further advised that regarding the agenda item related to artificial turf around pool area; he has heard from twelve to fifteen residents with their disapproval of that and his concern when we try to hold property values in Venetian a couple of things come to mind, the first impression people get is the entry and the second is taking a tour of the River Club and amenities center and the artificial turf may turn people off.

Ms. Pozarek addressed the Board regarding line item 76 of the River Club budget of \$40,000.00 for the Tiki Bar, she questioned whether this was correct. She further asked that the Board consider using carry over funds to help alleviate some of the proposed increase in the assessments to residents.

Mr. Klein addressed the Board regarding the artificial turf at the River Club; he advised that there are a lot of other areas around Venetian that need to be addressed landscape wise prior to any kind of artificial turf being placed around the River Club and he asked that the Board look at that and spend the money more wisely. He asked that the Board not spend money frivolously.

A resident thanked the Council woman who attended. She also advised that the circumstances of putting monies forward, this year especially, should reduce the rates if possible, for the CDD and also first concentrate on the landscaping before the turf and seemingly unnecessary stuff.

Ms. Gericke advised that several months back, the Board invited ICON services to a Board meeting, and she was at that meeting, and her sense was there was some dissatisfaction among the Board regarding ICON services, and so she emailed the Board about getting a competitive bid for the management contract and she feels they are paying overlapping fees and so she asked that the Board consider a review of ICON and it is owed to the community to do a competitive bid on ICON and she would like the Board to review the ICON contract.

A resident raised a concern related to the artificial turf as it could deteriorate over time in the Florida sun and so she would like to look at other landscape ideas for that area.

Mr. Chorba advised that he is concerned about the bids and pricing for the artificial turf; while it may be nice to have, the two areas that scream immediate need for the community are the third island and the roundabout.

Ms. Cardona inquired as to whether the three hundred people who signed the petition in support of the pickleball court and dog park and whether that was correct. Mr. Lusty advised that is correct. She asked if they were aware at the time of their support that we would stand to lose a quarter of a million dollars because of the FPL agreement, and were they also aware that we would be taking on the FPL liability, and were they aware at that time that Venice would be putting \$3,000,000.00 into a park near us. Mr. Lusty advised that the answer to all three is "no" but you're jumping to some conclusions that we would lose a quarter of a million dollars, they have been talking about a park for over ten years and in his mind they are decoupled issues, this is about the Venetian amenities and not a city park. He advised that we have been assured by Counsel and the insurance company that we have the appropriate liability coverage in the extremely unlikely event there is an issue with FPL, and as far as he is aware, there is no remedy to the fact that we must accept the possibility, however small, that FPL could force us to move; and keep in mind if they are going to move those transmission lines, it is hundreds of millions of dollars in capital expense which he does not see the possibility of happening in our life-times. Mr. Cohen clarified a statement made by Mr. Lusty, we haven't been assured that we have proper liability but we have definitely had discussions about the sovereign immunity protections as stated in his memo and we passed insurance language through the District's carrier. Mr. Lusty advised that there is also precedence in the fact that there is another dog park about 200 yards from the Venetian property line for which the City has authorized that use and so there is a precedent, going directly under the power lines, and so if the City were to deny us based upon a previous precedent it would put them in a very tenuous position and so he thinks we do have a pretty good legal standing in asking for approval.

Mr. Booker advised that he supports and echoes the prior speaker with regards to the ICON contract; he advised that he is quite concerned about the procurement process that is used to solicit workers or services. He advised that regarding artificial turf; if you are looking to do something and do an installation of something that is strictly prohibited for homeowners by community rules and regulations and Architectural Control Committee how can that be permitted at the River Club when residents can't install the same. Mr. Booker advised that two weeks ago a motion was passed allowing the parking of RVs at the parking lot as he is concerned about the liability in allowing the parking and he recommends requiring a hold harmless agreement or indemnification related to these campers. He advised that he notes the purchase of the hood for the River club on the agenda, he is concerned about the procurement process related to the hood. Mr. Lusty advised that related to the artificial turf, he agrees with Mr. Booker and he had previously asked that Management obtain quotes for river rock, lava rock, and pavers for those areas and he personally thinks pavers are more appropriate as the area could then be used for additional seating, but he has yet to receive those quotes and so his request has not been honored and he will not be voting for the purchase of artificial turf as he agrees it is not appropriate to install things that isn't allowed for residents. Mr. Lusty advised that regarding the RV parking; he would defer that to Counsel. He advised that regarding the hood he would defer to Ms. Payton. Mr. Cohen advised that he will address the RV discussion during his report; he advised that the hoods are for Ms. Payton to address. Mr. Cohen advised that regarding the artificial turf, CDD lands are not subject to the POA's restrictions but he does understand the message that it sends. Mr. Bracco advised that the comment related to the range hood, there is another proposal which is substantially less than the proposal that is shown in the

agenda and after doing additional research, the General Manager has come up with a different plan.

A resident apologized that she just moved to the community and so she is not up to speed on a lot of the issues going on but she asked if she can obtain information on governance structure surrounding the procurement and solicitation of bids and the procurement process.

Mr. Mallozzi advised that he agrees with Mr. Booker's sentiments related to the artificial turf and recommended that the Committee reject the proposals as artificial turf cheapens the overall look and impression of the facility, he recommended considering something to upgrade and add value to the community without tapping the reserves. He advised that homeowners would not be approved for artificial turf and while the CDD may not be required to adhere to the ACC rules, it should set the example and minimum standards of the community. Mr. Mallozzi advised that there has to be better quality and more cost-effective solutions. He advised that he has visited other upscale communities and he has not come across any one community having artificial turf.

Ms. Blandon stated that she has called upon all virtual attendees for comment.

Mr. Lusty advised that the resident who inquired as to the procurement should visit the District website for information, he further asked that Mr. Cohen review the Competitive Bid process.

Mr. Cohen advised that there are only certain services for which you need to get competitive bidding done, and management services is not one of them, but the threshold Mr. Lusty is referring to is for maintenance services such as landscape maintenance, in which case the threshold is \$195,000.00 and otherwise it is best practice to obtain multiple bids. Mr. Lusty advised that the Chairman has the authority to spend up to \$5,000.00 without Board approval. Mr. Bracco advised that the Board does not entertain bids from only one vendor, there may be unusual circumstances where additional bids cannot be obtained, but the usual process is to obtain multiple bids. Mr. Bracco welcomed the new Community member. Mr. McCafferty inquired regarding the \$35,000.00 threshold. Mr. Cohen advised that there are different categories for different items; the \$35,000.00 threshold is related to engineering and architectural services. He advised that the District is required to go through an RFQ process but there is an exception for planning studies that are under \$35,000.00.

#### **FOURTH ORDER OF BUSINESS**

#### **District Engineer Staff Report**

Mr. Schappacher advised that the bank restoration work is over fifty-percent complete and he expects that they will be approximately 70 percent complete by the end of the week. He advised perimeter wall repairs were supposed to be completed on Saturday and so he will follow up with them; he further advised that the curb repairs are complete and the sidewalks are almost complete and the rest will be done today, including the grinding, saw cuts, panel placements, and two new flumes. Mr. Schappacher advised that regarding the hydraulic fluid spills, another leak occurred last week and mediation is Thursday. He advised that he met with Lennar to review common areas 6A and 6B and three of the items

were not complete and so Lennar is going to have that cleaned up. Mr. Schappacher advised that regarding the pickleball courts, the SWFWMD permit was received last week and so he is finalizing the submittal package to the City. He advised that it was mentioned to reach out to Jeff Schrum; he advised that Mr. Schrum has been included on the emails and so he should be fully aware of where we're at what we've done as well as the approvals received.

Mr. Bracco inquired regarding the debris behind the homes on Mestre. Mr. Schappacher advised that Lennar chose to use someone other than Solitude for the work although that is a punch list item for Lennar.

Mr. Kleinglass inquired regarding the parking lot re-pavement by the tennis parking lot and bike racks. Mr. Schappacher advised that ponding has not been noticed. Mr. Kleinglass advised that the ponding near the bike racks is pretty significant. Mr. Schappacher stated that he will follow up with the vendor as they will come back out if necessary.

#### **FIFTH ORDER OF BUSINESS**

#### **Consideration of Audit Committee Recommendations**

Ms. Blandon advised that the Audit Committee met prior to the onset of the Board of Supervisors' meeting and the Committee has recommended that the Board approve the Audit Proposal Instructions and Criteria including price and further recommended that proposal be due to the District Manager by Friday, September 18, 2020 at 3:00 p.m. and the next meeting of the Audit Committee be scheduled for Monday, September 28, 2020 at 9:30 a.m. She asked if there were any questions. There were none.

<p>On a Motion by Mr. Bracco, seconded by Ms. Lentile, with all in favor, the Board Accepted the Recommendations of the Audit Committee, for the Venetian Community Development District.</p>
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#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Proposals for Artificial Grass at the River Club**

Ms. Payton provided an overview of the proposals received for the artificial grass. She advised that there are actually three to four options to deal with the area by the pool in order to make it look nice for the community. She advised that it looks bad due to the amount of irrigation in the area; she advised that the area can be re-sodded, the area can have artificial grass which does not look fake, and the other options are that Mr. Lusty asked her to look into lava rock but there are so many different walk ways it would create an issue with curbing. Ms. Payton advised that another option is to pave the area, which is her second choice. She advised that this item comes from the River Club budget not the CDD landscape budget. Mr. Bracco asked that Ms. Payton get a proposal to re-sod the area, and a proposal to install lava or river rock. Ms. Payton advised that rock will not work. Mr. Lusty advised that it is not appropriate for Ms. Payton to decide to not obtain a proposal that the Board has requested. He asked that Ms. Payton obtain proposals to install pavers in this area. Mr. Kleinglass inquired whether it would be feasible to have the Landscape Architect review the

area and provide input. Mr. McCafferty advised that it is not part of the Landscape Architecture contract. Mr. Cohen advised that there is a provision for hourly services in the Landscape Architecture contract. Mr. Lusty advised that this area should not need the input of a Landscape Architect. Ms. Payton advised that she can ask LMP to review the area and provide input as well as proposals.

## **SEVENTH ORDER OF BUSINESS**

### **Consideration of Proposals for Kitchen Hood Replacement**

Ms. Payton advised that the proposal from B&I is included in the agenda package and a second proposal was received from CAS Systems who initially installed the hood system. She advised that B&I is looking to replace the make up air fans although CAS Systems advised that the make up air fans do not need to be replaced. Ms. Payton advised that two fans are currently out although it is not known how much longer the other two fans will last; she advised that replacement of two fans is \$6,500.00 and if all four are done it is \$9,300.00. Mr. Bracco inquired regarding the downtime on the installation. Ms. Payton advised that it would be one to two days.

On a Motion by Mr. Lusty, seconded by Mr. Bracco, with all in favor, the Board Approved Replacement of the Kitchen Hood, by CAS Systems, at a Not to Exceed Amount of \$10,000.00, for the Venetian Community Development District.

The Board took a recess at 11:12 a.m. and was back on the record at 11:21 a.m.

## **EIGHTH ORDER OF BUSINESS**

### **Final Review of Fiscal Year 2020/2021 Budget**

Ms. Blandon asked for questions related to the fiscal year 2020/2021 budget. She advised that Mr. McCafferty asked for this item to be placed on the agenda and asked if he had specific questions. Mr. McCafferty inquired regarding the River Club budget, \$8,000.00 for possible Aerobics Room repairs and he believes that Ms. Payton advised that no repairs were necessary and so he asked if that item can be removed from the budget. Mr. McCafferty advised that the other question was that the walk-in cooler, the shed, and the awnings had been moved to Capital Improvements but he does not believe those items were approved and so do those items need to remain in the budget. Mr. Bracco expressed his concerns related to storing chairs and items in a shed that is not temperature controlled. Ms. Payton advised that the shed proposal included an air conditioning; she advised that quotes have not been received for those items but they were place holders. Ms. Payton advised that the walk-in has been removed from that line item and only includes the shed and the awning for the outdoor seating. Mr. Bracco inquired regarding the \$70,000.00 for air conditioning that can be removed. Ms. Payton advised that the \$70,000.00 was related to a reserve item not in the River Club operating budget. Mr. McCafferty asked to go back to the item related to the Aerobics Room, he asked if it could be removed. Ms. Payton advised that it can be removed. Mr. Bower advised that the \$8,000.00 may not be for only Aerobics Room repairs and he asked that Ms. Payton confirm. Mr. Lusty asked what the line item number would be for the budget. Mr. Bower confirmed that the number will remain \$21,000.00. Mr.

371 Bracco advised that at the last meeting Mr. Bower advised that he was going to review  
372 various line items to see where reductions can be made and he asked that Mr. Bower  
373 provide an update on that. Mr. Bower advised that opportunities for reductions have been  
374 identified in the amount of \$40,000.00; salaries and wages would go down by \$15,570.00,  
375 employee benefits would go down by \$23,000.00. Ms. Payton advised that the savings so  
376 far is \$46,993.00. Mr. Bower asked that everyone keep in mind that this would be less  
377 availability of the River Club dining operation at least through this fall and possibly into  
378 January and February, COVID dependent. Mr. Lusty inquired as to the \$40,000.00 for the  
379 Tiki Bar. Mr. Bracco advised that this item was requested by Mr. Lusty; there is \$140,000.00  
380 in the reserve budget and Mr. Lusty had asked that an additional \$40,000.00 be placed in  
381 the operating budget to allow for \$180,000.00 to be used on the Tiki Bar renovations. Mr.  
382 Lusty advised that the Board needs to be cognizant of the Reserve Budget and replacement  
383 costs not being properly calculated; he advised that he is concerned regarding the  
384 professionals creating this report as their inflation numbers are not accurate, he  
385 recommended creating an ad-hoc committee of the Board to do the reserve studies.  
386 Discussion ensued regarding the reserve studies. Mr. Kleinglass advised that he would like  
387 to discuss the Tiki Bar as it relates to the budget. Mr. Bracco reminded the Board that the  
388 TRIM budget was approved prior to June 15<sup>th</sup> and so assessments cannot be raised, it can  
389 be lowered, but not raised. Mr. Lusty advised that carry over funds can be used and he  
390 anticipates higher carry over funds this year than in previous years. Mr. Lusty asked Ms.  
391 Blandon to provide the Board with the projected carry over balance for this year. Ms.  
392 Blandon advised that as the District Manager, yes, you can use carry over balance to fund  
393 projects but she does not suggest using the carry over funds to decrease assessments; she  
394 advised that doing so only delays the inevitable as next year you wouldn't have these funds  
395 available and the increase could appear excessive, she further advised that the carry over  
396 funds are also used to cover operating expenses at the beginning of a new fiscal year until  
397 tax roll money begins coming in. Ms. Blandon advised that carry over funds are also used  
398 to assist the River Club when needed. She advised that the Board can do as they wish  
399 however, as the District Manager, she recommends against it. Mr. Lusty advised that using  
400 carry over funds this particular year may not be a bad idea due to the current state of things  
401 with COVID. Mr. Cohen supported what Ms. Blandon said, he advised that the Board does  
402 need to be cognizant of the period of time where the District is waiting for tax roll funds to  
403 be received. Mr. Kleinglass advised that the Facilities Committee has been working with  
404 three outside firms to see what may be possible for the Tiki Bar; two have provided  
405 presentations and knowing what is possible may be known soon although he believes the  
406 price range is \$250,000.00 to \$350,000.00 to utilize the existing structure, add shading,  
407 redoing all of the equipment and cabinetry, re-tiling and meeting the needed standards. He  
408 advised that one vendor is coming back Friday to refine their budget and he is hoping that  
409 the Committee will make a recommendation to the Board by the first meeting in September  
410 and so if this is along the lines of what is expected then the Committee will proceed but if  
411 not, then the Committee will need some guidance. Mr. Kleinglass advised that there are little  
412 possibilities in doing anything in the \$200,000.00 range. Mr. Bracco thanked Mr. Kleinglass  
413 and the Committee for the work so far and the \$250,000.00 to \$350,000.00 would probably  
414 be supported by the Community. Mr. Kleinglass asked for guidance from the rest of the  
415 Board on whether the Committee is moving in the right direction; he advised that he feels it  
416 is important to have a Community meeting to show the progress. He advised that the  
417 Committee would like to have a plan finalized by the end of this calendar year. Ms. Lentile

and Mr. McCafferty agreed with Mr. Kleinglass. Mr. Lusty advised that the budget would need to be revisited as the current budget allows for a budget of \$180,000.00. Mr. McCafferty recommended a phased project. Mr. Kleinglass advised that there will be options to pick from. Mr. Bracco recommended that the Committee continue the work they are doing. Mr. Lusty advised that this will not do any good unless there is money to do it and that decision needs to be made before the next meeting. Discussion ensued regarding the budget for the Tiki Bar renovation. Mr. McCafferty recommended using surplus funds to cover the difference between the budgeted amount and the cost of the Tiki Bar renovations, not using the \$48,000.00 saved in the budget today. Mr. Bracco stressed that the Tiki Bar renovations can be phased. Mr. McCafferty inquired again as whether the shed and awning contained within the River Club budget have been approved by the Board. Mr. Lusty advised that the extension of the dining room to outdoor seating has already been approved and the awning is intended to extend over the outdoor seating. Mr. Lusty spoke regarding his concerns as to the shed being used for upholstered furniture in a non-climate-controlled area. Mr. McCafferty advised that he is in favor of keeping the awning but recommended removing the shed. Ms. Payton advised that the storage shed is needed as storage within the River Club is limited and the shed is climate controlled. Mr. Lusty recommended creating a policy related to which items would be stored in the shed. Discussion ensued regarding storage options. Mr. Bower recommended keeping the line item as is for the budget. Mr. Bower advised that the River Club reduction is currently at \$48,000.00 however, he will hold off on making the reduction until the public hearing on the 24<sup>th</sup>. The Board concurred. Mr. Lusty asked that Ms. Bandon provide to the Board the amount of the projected carry over balance for the River Club and the previous years accumulated balance for the River Club as well as the carry overs for the CDD. Ms. Bandon advised that she will.

Ms. Bandon asked if there were any questions on the CDD budget. There were none.

Ms. Payton advised that the budget for the River Club is almost \$12,000.00 less than the 2018/2019 budget.

#### **NINTH ORDER OF BUSINESS**

#### **Consent Items**

Ms. Bandon advised that there is only one consent item which is acceptance of the minutes of the Pickleball Advisory Committee meeting held on April 26, 2019.

On a Motion by Ms. Lentile, seconded by Mr. Bracco, with all in favor, the Board Accepted the Consent Item, for the Venetian Community Development District.
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#### **TENTH ORDER OF BUSINESS**

#### **Staff Reports**

##### **A. District Counsel**

Mr. Cohen advised that regarding the Willow Chase maintenance of the lake; he did hear back from their counsel who said he is aware of the issue but he is waiting on feedback from the Association. Mr. Cohen advised that related to public comment at the meetings; he has been reviewing options

and one of them is that Zoom may have the capability to log in as a participant or as general public and so those interested in providing a comment would log in as a participant. Mr. Cohen advised that regarding the POA enforcement of parking and towing regulations; at the last meeting he advised that a resolution would need to be adopted although after conducting research, the resolution adopted allowing use of the traffic hawk covers the needed language. He advised that a Board Member responded advising that they do not want to continue with that resolution. Mr. Cohen advised that regarding RV's parking at the River Club parking lot; a point was raised regarding a hold harmless agreement, he advised that it is a good point and he could prepare an agreement for Ms. Payton to have someone execute at the time of approval. Ms. Payton clarified that people will not be staying in the RV's while parked at the River Club. Discussion ensued regarding the need for a hold harmless agreement. Mr. Lusty advised that he believes that it is a good idea and Mr. Cohen was directed to prepare a document. The Board advised Ms. Payton that they would like her to include language regarding not sleeping in a vehicle in the River Club parking lot to the permit to park. Mr. Cohen advised that he will also include the language in the hold harmless agreement. Mr. Cohen advised that the last remaining item is related to the traffic hawk resolution. Mr. Lusty advised that he is the Board member with the issue related to the traffic hawk but he does not believe it needs to be revisited at this time although he does feel like the Board is headed down a slippery slope because they continue to offload more CDD authority to the POA and that is something that the Board need to be cognizant of.

B. River Club

Ms. Payton addressed the POA and parking; she advised that several people that have called to park in the River Club parking lot have told her that the POA told them to call her about parking at the River Club. Mr. Lusty advised that only commercial trucks should be parking. Ms. Payton advised that previously the POA would allow a variance to park overnight and they are now being sent to the River Club. Mr. Lusty advised that commercial vehicles have never been allowed to park in a driveway. Mr. Kleinglass advised that POA has said that they would allow overnight parking of a U-Haul or RV but not a commercial vehicle. Mr. McCafferty advised that now that parking at the Welcome Center is not allowed, they may be sent to the River Club; he suggested that Ms. Payton discuss the concern with Melissa of the POA.

Ms. Payton advised that the company whose proposal for installation of the pavers has an issue related to the auto insurance requirement; she asked if an exception could be given. Mr. Bracco advised that Mr. Cohen was comfortable with the exception if the Board was and the rule has been amended for previous vendors.

On a Motion by Mr. Lusty, seconded by Mr. McCafferty, with all in favor, the Board Approved the Reduced Auto Insurance Limits of the Paver Company, for the Venetian Community Development District.

Ms. Payton advised that all of the towing signage has been placed in the parking lot.

C. Field Manager

Mr. Livermore advised that beginning September 21<sup>st</sup>, the irrigation pumps will be installed and the system will be down for three to four days.

D. District Manager

Ms. Bandon advised that when the website contract was approved, the Board went through a list of documents that would be placed on the website due to remediation costs; she reviewed the approved documents. She advised that she received a request from Mr. Lusty to place the reserve study on the website and so she is asking for the Board to determine which documents would be placed. Ms. Bandon advised that currently the documents placed on the website are those required by Statute. Ms. Lusty advised that the Rules of Procedure and Minutes should be placed on the website as well as the Reserve Study. Discussion ensued. The Board concurred that minutes would not be posted to the website.

Ms. Bandon advised that the next regular meeting of the Board of Supervisors' is scheduled for Monday, August 24, 2020 at 9:30 a.m. during which the public hearing on the final budget will be held.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests and Comments**

Mr. Bracco advised that he thinks Mr. Lusty has done a wonderful job on the newsletter and with the information provided in the newsletter, a budget communication to the residents is not necessary. Mr. Bracco reviewed his revisions to the newsletter; he recommended including information related to the lakes/ponds in the newsletter. Mr. Bracco advised that mediation is Thursday and he will follow up with Supervisors as to how it goes.

Mr. McCafferty reviewed his recommended changes to the newsletter. Mr. McCafferty inquired as to the where the revenue shows related to the Christmas fund. Mr. Lusty advised that he would need to ask Ms. Payton but he believes that it is coming in to River Club revenues.

Mr. Lusty advised that approximately \$2,500.00 of tips had been accrued but not paid from last fiscal year; he advised that this needs to be resolved. Mr. Lusty recommended reviewing the ICON contract and obtain competitive bids for River Club management. Mr. Lusty advised that he sincerely hopes that the Board will stay the course on the pickleball courts and dog park.

Ms. Payton reviewed the negative COGS as referred to by Mr. Lusty; she advised

that the invoice was paid late. Ms. Bialy advised that the reason for the negative COGS was due to an inventory correction. She advised that she will email the detail to Mr. Lusty. Mr. Lusty advised that he is concerned that there are issues with the financials every month.

Mr. Lusty made a motion to obtain bids for River Club Management Services. Mr. Cohen advised that because this item is not on the agenda it would need to be opened to public comment. Mr. Bracco recommended placing this on the next agenda. Ms. Bialy advised that the contract has been reviewed. Mr. Lusty advised that he is referring to management services as a whole. Mr. Bracco recommended placing this on the agenda. Ms. Blandon asked Ms. Bialy to speak to the Christmas fund. Ms. Bialy advised that monies were coded to gratuities and not paid out as Chris and Paul asked to have the money held so that a Staff party could be held. Mr. McCafferty advised that his question is related to where the Christmas fund revenue is located. Ms. Bialy advised that it is in the Miscellaneous Income and Admin. Mr. McCafferty recommended creating a separate line item for the Christmas fund. Mr. Lusty advised that if Chris and Paul want to have a party for the employees, the money should be paid to them and then they pay for the party out of their pockets to ensure that proper taxes are accounted for.

Mr. Cohen advised that Mr. Lusty made a motion which failed due to not having a second and so that item will be placed on the next agenda.

Ms. Payton asked if the Board would like to have the River Club website post the River Club Reserve Study.

Mr. Kleinglass advised that the Facilities Committee will take over the physical plant of the guard gate.

## **TWELFTH ORDER OF BUSINESS**

## **Adjournment**

Ms. Blandon advised there is no further business to be conducted and asked for a motion to adjourn.

On a Motion by Mr. McCafferty, seconded by Ms. Lentile, with all in favor, the Board adjourned the meeting at 12:55 p.m., for the Venetian Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman

# Tab 9

## MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

### VENETIAN COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Venetian Community Development District was held on **Monday, August 24, 2020 at 9:30 a.m.** held virtually via Zoom pursuant to Executive Orders 20-52, 20-69, as extended, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

Present and constituting a quorum were:

Richard Bracco	<b>Board Supervisor, Chairman</b>
Susie Lentile	<b>Board Supervisor, Vice Chair</b>
David Lusty	<b>Board Supervisor, Assistant Secretary</b>
Richard McCafferty	<b>Board Supervisor, Assistant Secretary</b>
Steve Kleinglass	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Belinda Blandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Andy Cohen	<b>District Counsel, Persson, Cohen &amp; Mooney, P.A.</b>
Rick Schappacher	<b>District Engineer, Schappacher Engineering</b>
Denise Payton	<b>General Manager, River Club</b>
Keith Livermore	<b>Field Manager, Venetian CDD</b>
Bill Bower	<b>ICON</b>
Audience	

#### FIRST ORDER OF BUSINESS

#### Call to Order

Ms. Blandon called the meeting to order and conducted the roll call.

#### SECOND ORDER OF BUSINESS

#### Public Comment

Mr. Cohen advised that there will be a public hearing regarding the budget and so members of the public will be able to speak on the budget at that time but any other comments are welcome at this juncture.

Ms. Blandon called on each virtual attendee to provide public comments.

Mr. Booker addressed the Board regarding the budget specifically related to the pickleball line item of \$175,000.00; he asked where these funds came from. Mr. Lusty advised the monies came from carry over funds although he further advised that since this project has already been funded, he will request that those funds be added back into the budget. Mr. Booker inquired regarding the Golf Course Reserve Funds of \$1,800.00. Mr.

Lusty advised that is the amount that the Golf Course pays in Assessments to the CDD. Mr. Booker inquired regarding whether or not there is a written procurement process being utilized by Venetian. Mr. Cohen advised that there is not a procurement process adopted by resolution separately, although the District does have operating rules and some of those operating rules address the RFQ and/or RFP process.

Ms. Pozarek spoke regarding the Management Company discussion on the agenda; she advised that she feels it is important to look into the options available to the District. She further advised that there are companies that provide all services to the District and she would like to be creative in obtaining proposals to lessen costs to the residents.

Ms. Blandon stated for the record that she has called on all public attendees for comments.

### **THIRD ORDER OF BUSINESS**

#### **District Engineer Staff Report**

Mr. Schappacher advised that the final walk through related to the bank restoration work was conducted last Wednesday and only three minor punch list items were noted, he further advised that the sod has taken very well. He advised that \$10,000.00 is still being held back as he is waiting to see if any residents reach out with concerns and so far, there have been none.

Mr. Schappacher advised that the vendor working on the perimeter wall has advised that the work has been completed though he has not been out to the site to confirm; he advised that Mr. Lusty has sent photos during the process. Mr. Lusty advised that the work behind his home has been completed.

Mr. Schappacher advised that he left his light meter onsite so that staff can check the pool lighting to determine if night time swimming is allowable based on the night time lighting requirements. Mr. Livermore advised that he sent Mr. Schappacher an email containing the locations that were reviewed. Mr. Schappacher reviewed the requirements that must be met in order to allow night time swimming and advised that the Venetian pools do not currently meet the necessary requirements and so a lighting vendor will need to come out to strategically place lights to meet the requirements. Ms. Payton advised that rewiring and additional lights would be necessary if night time swimming is important to the community. Mr. Bracco recommended obtaining proposals for the necessary work. Discussion ensued regarding how the additional lighting may affect the carriage houses.

Mr. Schappacher advised that regarding the status of the pickleball courts and dog parks, Dr. Fiedler recommended a pre-construction or pre-submittal meeting with the City, which was conducted last week and so now he is aware of what the City is looking for and his official submittal to the City will be made today. Mr. Schappacher advised that two submittals are needed; the PUD Amendment and the Site and Development Plan, he advised that he is ready to submit.

Mr. Schappacher advised that the mediation was held related to the hydraulic spills and the two sides are still far apart and so the mediation was put on hold until such time as

the third party vendor who maintains the vehicles for the City can be brought in, as well as a public records request that has been received. Mr. Bracco advised that the mediation has been informative and he is impressed with Mr. Hanson; he further advised that he believes that the City is looking to hold the truck maintenance company responsible. Mr. Bracco advised it will probably be about a month before hearing back from the City regarding moving forward with the mediation. Mr. Kleinglass asked if the fees paid by the CDD are recoverable should the District prevail. Mr. Bracco advised that it may be possible but we are not at that phase yet.

#### **FOURTH ORDER OF BUSINESS**

#### **Acceptance of Series 2012 A-1, A-2 Arbitrage Rebate Report**

Ms. Blandon provided an overview of the arbitrage report for the series 2012 A-1 and A-2 bonds advising that there is no liability at this time. She asked if there were any questions. There were none.

On a Motion by Mr. Lusty, seconded by Mr. Bracco, with all in favor, the Board Accepted the Series 2012A-1 and 2012A-2 Arbitrage Rebate Report, as Prepared by LLS Tax Solutions, for the Venetian Community Development District.

#### **FIFTH ORDER OF BUSINESS**

#### **Public Hearing Regarding the 2020/2021 Budget and Assessments**

Ms. Blandon provided an overview of the public hearing process and asked for a motion to open the public hearing.

On a Motion by Mr. Bracco, seconded by Ms. Lentile, with all in favor, the Board Opened the Public Hearing Regarding the 2020/2021 Budget and Assessments, for the Venetian Community Development District.

#### **SIXTH ORDER OF BUSINESS**

#### **Presentation of the Proposed Final Budget for Fiscal Year 2020/2021**

Mr. Cohen advised that questions from the public will be received on both the budget and assessments.

Ms. Blandon provided an overview of the proposed budget for fiscal year 2020/2021 advising that the general fund budget totals \$1,557,564.00 which includes an increase of \$35,521.00, the total general fund reserve budget is \$308,580.00 which includes an increase of \$12,080.00, the total River Club fund budget is \$2,238,419.00, and the total River Club reserve budget is \$290,690.00.

Mr. Bracco advised that everyone should have received the mailed notice sent by the District Manager as well as the recent newsletter that contained the budget information. He advised that the numbers contained within the notices are based on the max budget that was approved in June, which is the not to exceed budget. He advised that he expects that

the Board will be reducing the budget during this meeting and at this time the increase is approximately \$83.62 or \$7.00 per month per household. Mr. Bracco reviewed the main driving forces behind the budget; a total renovation of both the lap pool and recreation pool, landscaping enhancements have been done and are ongoing, lake bank restoration phase II has been completed, the mailbox project, a major update of the irrigation system, modification or renovation of the tiki bar, and of course the pickleball courts and dog park.

Ms. Blandon called on each virtual attendee for questions or comments related to the budget and assessments.

Mr. Booker congratulated the Supervisors on a job well done.

Ms. Pozarek advised that she has forwarded her comments to one of the Supervisors.

Mr. Ruffatto advised that last February he expressed his concerns related to the reserve funding level, he advised that there have been notable examples of actual costs exceeding the reserve study predictions which indicates the current reserve study is flawed. Mr. Ruffatto advised that the shortfall is approximately \$2,000.00 per household. He asked what the funded reserve level would be after this year's budget, he asked if the Board disagrees with his \$2,000.00 per household estimate, he finally asked if there could be better transparency to the residents related to the reserve funding percentages. Mr. Lusty asked if Mr. Ruffatto received his email in response to his questions. Mr. Ruffatto confirmed that he did. Mr. Lusty advised that Mr. Ruffatto is correct and he agrees with him; he advised that when the reserve study was presented in April of last year, he had a significant disagreement with the Reserve Study vendor on their methodology; he advised that their inflation projections were significantly lower than what would be experienced, their useful lives and reserve replacement costs were inadequate and too low. He advised that there was a heated discussion and at the time the needle was moved slightly. Mr. Lusty advised that last year the reserves were given a large shot and next year the funding amount will be less. Mr. Lusty reviewed the reserve item expenditures and how they exceeded the amounts reserved. Mr. Lusty recommended that the Board appoint a Citizen's Advisory Committee to review the reserve study and provide more accurate results; he further recommended updating the study annually. Mr. Bracco thanked Mr. Lusty for his explanation; he further advised that the Board has discussed the reserve issue at several meetings and have come to an understanding that the reserves need to be increased and is working on ways to implement that.

Mr. Jasper advised that regarding the reserve studies, there is no such thing as a percentage funded, he advised that the percentage funded changes throughout the year.

Mr. Foster addressed the Board and inquired as to reallocating some funding this year for some projects that have not been started and placing those funds in the reserve fund. Mr. Lusty inquired as to how those projects would be funded should the funding be pulled from the projects and placed into reserves; he further advised that the general fund carry over could be placed in reserves. Mr. Lusty advised that the tiki bar renovations need to move forward as that has been an ongoing issue for quite some time although there may

be wiggle room within the River Club budget. Mr. Kleinglass thanked everyone for the comments on the reserve study and advised that there is general agreement amongst the Board regarding the status of the reserve study and funding.

Ms. Blandon stated for the record that she has called on each virtual public attendee to speak regarding the budget and assessments. She advised that there was no further business to be conducted during the public hearing and asked for a motion to close the public hearing.

On a Motion by Mr. Bracco, seconded by Ms. Lentile, with all in favor, the Board Closed the Public Hearing Regarding the 2020/2021 Budget and Assessments, for the Venetian Community Development District.

## SEVENTH ORDER OF BUSINESS

### Consideration of Resolution 2020-06, Annual Appropriations and Adopting the Final Budget for Fiscal Year 2020/2021

Ms. Blandon asked if there were any questions related to the general fund budget. There were none.

Ms. Blandon asked if there were any questions related to the River Club budget. Mr. McCafferty expressed his frustration with not having line numbers on the River Club budget. Discussion ensued regarding the River Club excel spreadsheet that Mr. Lusty sent to the Board on the prior day. Mr. Lusty advised that the line for Repairs and Maintenance for Equipment is being increased, he advised that he is not sure why it is being increased when the line will be under budget this year. Mr. Bower advised that he was not looking at a static year from one year to the next but is looking at a five-year average. Mr. Lusty advised that he would like to have that line back at \$45,000.00; the Board concurred. Mr. Lusty inquired as to the Telephone line item; it is being increased although the projected annual total is under budget. He recommended keeping the line item as it was from the proposed budget at \$16,560. The Board concurred. Mr. Lusty inquired as to the Travel line item as it has been increased from the proposed budget. He recommended keeping it at \$3,000.00 as per the approved proposed budget. The Board concurred. Mr. Lusty pointed out that on Electricity, it appears that the line item will come in under budget; he recommended lowering the line item to \$80,000.00. Mr. McCafferty inquired as to the reason for cutting the line items. Mr. Lusty advised his intent is to lower assessments. Mr. Bracco recommended lowering the Electricity line item to \$80,000.00. Discussion ensued. Mr. McCafferty recommended lowering the line item to \$82,000.00. The Board concurred. Mr. Lusty inquired as to why there is expected to be an increase to the Water and Sewer line item. Mr. Bower advised that the line item can be lowered. Mr. Bracco asked for clarification that the line item would be lowered by \$3,200. Mr. Bower confirmed that the Water and Sewer line would be lowered to \$53,000.00. Mr. Lusty inquired as to the Laundry line item as \$5,000.00 was added after the proposed budget was approved; he recommended keeping that line at \$30,500.00. The Board concurred. Mr. Lusty inquired as to the Operating Supplies line item; he advised that this line item is a miscellaneous line item and seems to be padding the budget. Ms. Payton advised that items that are not specifically categorized fall into Operating Supplies, keys

would be an example. Mr. Bower advised that Mr. Lusty asked for this item to be increased and so it has been increased. Mr. Lusty recommended removing the \$6,192.00 as it is a catch-all. This item was not changed. Mr. Lusty inquired as to a \$39,000.00 expense for real estate taxes and he was told that line item was mislabeled and should have been non-reoccurring expense. Mr. Bower advised that this line is non-reoccurring expenses. Discussion ensued regarding this line. Mr. Lusty inquired as to the Racquet Revenue line as it shows \$500 in monthly revenue listed as merchandise sales; he advised that there is not a cost of goods sold that lines up with the sales and he did not know that they were selling merchandise. Discussion ensued. Mr. Lusty inquired as to the fitness expense tab, the cost for employee benefits is 40% but the cost for restaurant employees' benefits is 33% and since all employees have the same benefits, he thought those numbers should be the same. Mr. Bower advised that the number is based on historical number and is consolidated, and it includes benefits and taxes. Mr. Lusty advised that the taxes should not be in benefits. Mr. Bower advised that the reason for the higher rate is due to income for lessons, gratuities, or training as it is compensation that is subject to payroll taxes and fees which increases the percentage and admin is straight paid by the Club. Mr. Lusty recommended separating the taxes as they are not benefits, he further recommended paying those who do fitness and lessons as contractors. Discussion ensued. Mr. Lusty inquired as to Legal Fees as there is \$1,200.00 in that line and the River Club does not typically bill against that line. Ms. Payton advised that she still has some employee relation issues in progress. Mr. Lusty advised that he will leave that line alone. Mr. Lusty inquired regarding the increase to Credit Card Fees as that line is on budget and sales should be declining with less use of the Club. Ms. Payton advised that should the Club re open to normal operating hours and usage, they do not want to be over budget on that line item. Mr. Lusty recommended reducing that line item to \$27,000.00. The Board concurred. Mr. Lusty advised that Non-Recurring Expenses have been increased significantly and asked for an explanation. Mr. Bower advised that \$40,000.00 of that line item is for the tiki bar renovation and \$46,290 is Non-Recurring. Mr. Lusty thanked Mr. Bower for the explanation. Mr. Lusty recommended listing the tiki bar as a separate line item. Mr. Lusty advised that the Pickleball Courts and Dog Park have already been approved, budgeted, and funded and the money will not be spent by September 30<sup>th</sup> and so the \$175,000.00 will carry over; he further advised that the River Club carry over estimate is \$292,006.00 including the \$175,000.00 for the Pickleball Ball Courts and Dog Park. He advised that he anticipates that the projects will be done next year and so that should be put back in the budget as it's included in the carry over.

The Board took a brief recess at 11:47 a.m. and was back on the record at 12:13 p.m.

Ms. Blandon advised that based on the changes made, the net change to the River Club budget is a reduction of \$22,950.00. Discussion ensued. She provided an overview of the resolution and asked if there were any questions. There were none.

On a Motion by Mr. Lusty, seconded by Mr. Bracco, with all in favor, the Board Adopted Resolution 2020-06, Annual Appropriations and Adopting the Final Budget for Fiscal Year 2020/2021, as Amended on the Record, for the Venetian Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-07,  
Making a Determination of Benefit;  
Imposing Special Assessments;  
Providing for the Collection and  
Enforcement of Special Assessments**

Ms. Bandon provided an overview of the resolution and asked if there were any questions. There were none.

On a Motion by Mr. Lusty, seconded by Mr. Bracco, with all in favor, the Board Adopted Resolution 2020-07, Making a Determination of Benefit; Imposing Special Assessments; Providing for the Collection and Enforcement of Special Assessments, for the Venetian Community Development District.

**NINTH ORDER OF BUSINESS**

**Appointment of Landscaping Advisory  
Committee Member**

Mr. McCafferty advised that he would like to appoint Mr. Harry Wildman to the Landscaping Advisory Committee.

On a Motion by Mr. McCafferty, seconded by Mr. Lusty, with all in favor, the Board Appointed Mr. Harry Wildman to the Landscaping Advisory Committee, for the Venetian Community Development District.

**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-08,  
Adopting a Meeting Schedule for Fiscal  
Year 2020/2021**

Ms. Bandon provided an overview of the resolution advising that the schedule being presented is consistent with the current year meeting schedule. She asked if there were any questions. There were none.

On a Motion by Mr. Lusty, seconded by Mr. Bracco, with all in favor, the Board Adopted Resolution 2020-08, Adopting a Meeting Schedule for Fiscal Year 2020/2021, for the Venetian Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Recommendation by  
the Recreational Advisory Committee  
Regarding Purchase of Fitness  
Equipment**

Ms. Payton advised that the Recreational Advisory Committee received two quotes for replacement of the ellipticals; one from FitRev and one from Life Fitness. She advised that the FitRev machines do not have incline and so the Committee has recommended the Life Fitness elliptical. She advised that there are options for purchase or lease; Ms. Payton

advised that leasing for thirty-six months will cost approximately \$18,000.00 although the lease does include maintenance and repairs, she advised that going out to sixty months the cost would be \$19,440.00 again that includes the maintenance and repairs. Ms. Payton advised that purchase cost is \$15,725.00 which includes a warranty that is typically one year, and then the District would be responsible for repairs. She advised that the Committee recommended purchase of the machine. Mr. Lusty inquired as to whether this is a reserve item. Ms. Payton advised that it is a reserve item. Mr. McCafferty advised that the reserve amount for Ellipticals is \$24,607.00.

On a Motion by Mr. Lusty, seconded by Ms. Lentile, with all in favor, the Board Approved the Purchase of Three (3) Ellipticals from Life Fitness, for the Venetian Community Development District.

## **TWELFTH ORDER OF BUSINESS**

### **Discussion Regarding River Club Management Contract**

Mr. Lusty advised that it has been five years or more since the Management contract has been reviewed and so he thinks it would be prudent to obtain proposals in order to compare services and prices. Mr. Cohen advised that he has the contract and it is dated June 1, 2015; he further advised the Board that should they decide to move forward there is a sixty-day termination clause for convenience. Ms. Lentile asked that someone confirm that this discussion is related to ICON. Mr. Lusty confirmed. Mr. Bracco advised that he believes it would be prudent to review the contract and ensure that the best services are being provided to the residents. Mr. Cohen advised that this service does not require an RFP but the Board may utilize an RFP process if it so chooses; he advised that the Board can put out feelers to companies or do a formal RFP with evaluation criteria. Mr. Lusty recommended using the RFP process in order to be fair and ensure that there is a better view for the Board. Mr. Bracco concurred. Mr. Cohen advised that his office can prepare a formal RFP but will need assistance with the scope. Mr. Lusty advised that he would be happy to help. Mr. Cohen advised that he can put together an RFP for the Board's review and comments. Mr. Bracco advised that he supports this. Mr. McCafferty advised that he agrees it is time to take a look, no reflection on ICON. Mr. Kleinglass advised that he is in favor of looking, without a commitment. Ms. Lentile advised that she is also in favor of taking a look.

On a Motion by Mr. Bracco, seconded by Ms. Lentile, with all in favor, the Board Directed Staff to Prepare an RFP for River Club Management, to be Presented to the Board, for the Venetian Community Development District.

## **THIRTEENTH ORDER OF BUSINESS**

### **Discussion Regarding Website and Document Remediation**

Mr. Lusty advised that Ms. Payton sent an email to the Board advising that her Membership Director has found that Adobe Acrobat Pro will remediate documents for ADA compliance; he advised that there is an annual subscription that can be bought for \$180.00

which is better than the \$1.00 per page that is being paid now. He asked that Staff explore this, he gave kudos to Ms. Payton and Staff for finding this as it could save thousands of dollars and allow for more transparency related to documents as not all documents are posted on the website. He asked that the Board consider directing Staff to explore the software to see if it will work.

Ms. Bandon advised that Staff went through an extensive process when the Statute changed and CDDs were required to switch to an ADA compliant site; several meetings were held with various vendors and the insurance provider and the three companies were recommended by the insurance provider. She advised that Adobe Acrobat Pro does not make the documents accessible as there are seventy-three things that make up document accessibility; she advised that you can use tools such as a checker although that only catches eight or nine items, many of which are false positive and false negatives. She advised that it does not run a complete check and does not remediate documents. Ms. Bandon advised that when this process first started, Rizzetta & Company tried to see if it would be possible to train staff to remediate documents however it was determined that the workload was too extensive. Mr. Lusty advised that the Adobe Acrobat page, from the link sent by Ms. Payton, it seemed to indicate that it does do document remediation and accessibility. Ms. Bandon advised that it does not however should the Board choose to go this direction, the contract with the current vendor will be changed because they also audit the website and they will not be held responsible in the event that a document is not properly remediated or should there be an issue or complaint that the site is not ADA accessible. Mr. Lusty asked if there have been any issues thus far. Ms. Bandon advised that there have not been any issues. Mr. Lusty advised that he would like Staff to explore the option as the Adobe site says it will do this. Ms. Bandon advised that she will follow the direction of the Board although she cautioned the Board against making changes to the site as it could cause an issue with the vendor. Mr. Lusty advised that he will research the Adobe software.

#### **FOURTEENTH ORDER OF BUSINESS**

#### **Consideration of the Minutes of the Board of Supervisors' Meeting held on July 13, 2020**

Ms. Bandon provided an overview of the minutes of the Board of Supervisors' meeting held on July 13, 2020 and asked if there were any questions. Mr. Cohen reviewed a change that he had to the July 13<sup>th</sup> minutes. Mr. Lusty advised of his correction to the minutes; Mr. Lusty further advised that these minutes are absolutely exceptional and Staff did a good job on them.

On a Motion by Ms. Lentile, seconded by Mr. McCafferty, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on July 13, 2020, Subject to Corrections Noted on the Record, for the Venetian Community Development District.

#### **FIFTEENTH ORDER OF BUSINESS**

#### **Consideration of the Minutes of the Board of Supervisors' Meeting held on July 27, 2020**

Ms. Bandon provided an overview of the minutes of the Board of Supervisors' meeting held on July 27, 2020 and asked if there were any questions. Mr. Kleinglass noted one question to the minutes. Ms. Bandon advised that she will have Staff check the tape.

On a Motion by Mr. Bracco, seconded by Mr. McCafferty, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on July 27, 2020, Subject to Possible Corrections, for the Venetian Community Development District.

## **SIXTEENTH ORDER OF BUSINESS**

### **Consideration of the Operations and Maintenance Expenditures for the Month of July 2020**

Ms. Bandon advised that the operations and maintenance expenditures for the month of July 2020 total \$367,139.94 and asked if there were any questions. There were none.

On a Motion by Ms. Lentile, seconded by Mr. Lusty, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Month of July 2020, which total \$367,139.94, for the Venetian Community Development District.

## **SEVENTEENTH ORDER OF BUSINESS**

### **Review of July 2020 Financials**

Ms. Bandon asked if there were any questions related to the July 2020 financials. She advised that she received only one question from Mr. Bracco regarding the irrigation expenses; she advised that is related to repairs by LMP. Mr. Bracco inquired regarding the \$8,000.00 Guardhouse expense. Ms. Bandon advised that an insurance reimbursement has been received. Mr. Bracco inquired regarding the \$2,600.00 for the flag pole, he advised that it is his understanding that the resident would be paying for that. Ms. Bandon advised that she has not received such payment. Mr. Bracco asked if Mr. Livermore had any information. Mr. Livermore advised that he has the check. Mr. Lusty advised that the Dues and Subscriptions line item in the River Club financials is well over budget and recommended keeping an eye on this line item next year. Mr. McCafferty advised that he has discussed that with Ms. Payton as well.

## **EIGHTEENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. District Counsel**

Mr. Cohen advised that he had no report but would be happy to answer any questions. There were no questions for Mr. Cohen.

#### **B. River Club**

Ms. Payton advised that on Thursday the hood fans will be replaced after which the final balancing of the building can be done. She further advised that the last heavy rain event revealed leaks in the roof which are in the process of being repaired. Ms. Payton advised that once the roofing repair is complete then interior repairs will also be necessary.

427  
428 Mr. Lusty inquired as to the status of the copier. Ms. Payton advised that she  
429 has provided ninety-day notice to the existing company, and that should  
430 expire in September and so that is when the process will begin for purchasing  
431 the new copier. Mr. Lusty recommended having the recommendation for  
432 consideration on the agenda for Board approval at the next meeting. Ms.  
433 Payton recommended having on call maintenance rather than a maintenance  
434 contract.

435  
436 Mr. Lusty inquired as to the status of the Aerobics room odor. Ms. Payton  
437 advised that a company came in and checked the entire room and there were  
438 no VOCs in the room and so that vendor believes the odor is due to humidity.  
439

440 Mr. Lusty inquired as to a non-resident being billed for the non-resident annual  
441 fee at \$6,900.00 rather than the \$3,600.00. Ms. Payton advised that issue has  
442 been resolved. Discussion ensued regarding the POS system software.  
443

444 Mr. Lusty advised of a sprinkler head behind the trellis that is buried and needs  
445 to be cleared out to prevent the flooding of the sidewalk.  
446

447 C. Field Manager

448 Mr. Livermore advised that he had no report. Mr. Kleinglass inquired as to  
449 the status of the mailbox project. Mr. Livermore advised that all mailboxes  
450 have been painted and numbers have been applied; he further advised that  
451 the painting of the flags will begin soon.  
452

453 Mr. Lusty advised that he received the follow up from the Landscape  
454 company on the Field Inspection report and it appears that the Landscape  
455 company is really on top of things. He asked if that is correct from Mr.  
456 Livermore's perspective. Mr. Livermore advised that they are doing a  
457 fantastic job. Mr. Lusty advised that he appreciates how responsive Mr.  
458 Livermore is and stated that he is doing a great job.  
459

460 Mr. Bracco asked if the striping has been completed. Mr. Livermore advised  
461 that he does not know if they showed up Friday night or not. Mr.  
462 Schappacher advised that an invoice has not been received and so he does  
463 not know if they have been out. Mr. Bracco advised that the striping  
464 contractor has to work at night and so he received approval from Mr. Jones  
465 for the vendor to start after 6:00 p.m.  
466

467 D. District Manager

468 Ms. Blandon advised that the next regular meeting of the Board of  
469 Supervisors' is scheduled for Monday, September 14, 2020 at 9:30 a.m. Ms.  
470 Blandon advised that an extensive public records request was received from  
471 the Attorney representing the City related to the hydraulic fluid spill issue; she  
472 advised that a lot of the documentation requested goes back to 2010 and so  
473 Staff is reviewing the request and will submit a proposal to the Attorney for the

cost of the document production. Mr. Lusty asked whose expense this is. Ms. Bandon advised that it is their expense.

**NINETEENTH ORDER OF BUSINESS**

**Supervisor Requests and Comments**

Ms. Bandon opened the floor to Supervisor requests and comments.

Mr. Lusty asked if he is correct that they will continue to meet via Zoom through September. Mr. Cohen advised that it is up to the Board though the Governor has extended the executive order until October 1<sup>st</sup>. Mr. Lusty recommend meeting via Zoom until that time. Mr. Bracco concurred.

Mr. Bracco advised that Mr. Schappacher did a good job in bringing everyone up to date on the hydraulic fluid and diesel spill.

Mr. Lusty advised that he has researched the Adobe software and they state that they will not warrant that documents comply with any specific guidelines or regulations and so he thinks it is a moot point and he apologized for time spent on the issue that shouldn't have been, he further recommended dropping the issue.

Mr. Kleinglass spoke regarding the carry over estimate provided to the Board, he asked if the Board concurs with the estimate. Mr. Lusty advised that it is an estimate. Mr. Kleinglass inquired as to when the Board would receive a final figure. Mr. Lusty advised that it would be the end of October; he further reminded the Board that the \$293,00.00 for the River Club includes \$175,000.00 for the pickleball courts and dog park. Mr. Lusty advised that he was of the opinion that the Board should use some of the carry over balance to reduce the assessments and he knows that Ms. Bandon recommends not using that money as two months of expenditures will need to be paid in the new fiscal year before money is received for Assessments; he advised that the carry over is approximately \$500,000.00 and that is about the same as the expenditures although he would like to see that reduced but at this point he is content with leaving it alone. Mr. Kleinglass advised that he agrees. He further advised that the reserves need to be discussed and he looks forward to that dialog. Mr. Lusty recommended that the Board in the future use some carry over funds to apply to the reserves; he further advised that he is willing to serve should the Board appoint a Committee on the reserves. Mr. Kleinglass advised that he will keep the reserve study discussion alive.

Mr. Kleinglass advised that related to the tiki bar; the Committee continues to meet with outside individuals who want to help on it and they have made some progress, a good meeting was held with several outside vendors and he is hopeful that at the September Board meeting of the CDD, the Committee will have some more recommendations for the Board to act on. Mr. Kleinglass thanked everyone for the comments today, getting through the budget was well done and he thinks they did a great service to the community with a modest increase.

Mr. Bracco stated job well done all around. He thanked Mr. Kleinglass for continuing to work on the tiki bar and he looks forward to hearing what the Committee has to say.

Mr. Kleinglass asked if Ms. Payton wanted to add anything on the tiki bar. Ms. Payton advised that she had nothing to add; the Committee will present something to the Board in September.

**TWENTIETH ORDER OF BUSINESS**

**Adjournment**

Ms. Blandon advised there is no further business to be conducted and asked for a motion to adjourn.

On a Motion by Mr. Bracco, seconded by Mr. Kleinglass, with all in favor, the Board adjourned the meeting at 1:13 p.m., for the Venetian Community Development District.

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

# Tab 10

Venetian Community Development District  
502 Veneto Boulevard  
North Venice, Florida 34275  
Facilities Advisory Committee  
March 2, 2020

**Members Attending**

John Dabney, Chair  
Carl Chorba, Member  
Debbie Gericke, Member  
Nancy Germani, Member  
Jill Pozarek, Secretary  
Bob Ruffato, Member

**Management Present**

Denise Payton, General Manager

**Members Not Attending**

Eric Switzer, Member

**VCDD Liaison** (S. Kleinglass) present

**1) Call to Order**

Meeting was called to order at 9:00 AM.

**2) Establish Quorum**

Chairman Dabney declared quorum was present.

**3) Public Comments**

Mr. Paul Glatz shared with the committee that he feels the FAC is doing a good job of listening to the residents' input on the pool pavilion. He is okay with a renovation that includes demolition, but prefers a rebuilt pavilion smaller in scale than David Humphrey's presentation. He also shared that, "the information provided has taught us [the residents] a lot."

Mr. Bert Wepfer stated that VGRC is a unique community with its open space and list of amenities. He feels that the new pool pavilion should have a "draw" and a "wow factor" but does not favor spending \$1.5M.

Mr. Mike Craychee, citing current delay with VGRC Pickleball courts and FPL input, suggested the Committee encourage early interaction with City and other government agencies to incorporate their input into design.

#### **4) Additions / deletions to agenda**

None

#### **5) Approval of prior meeting(s) minutes**

Drafts of the Committee's February 3 and February 10, 2020 minutes were approved without correction.

#### **6) Old Business**

##### **A. Analysis of Pool Pavilion public comments/formulation of recommendations to Board of Supervisors.**

- i) Mr. Dabney asked for member input in order that the plan provided to the Board reflects the Committee's recommendation on design priorities and best path forward. These were:
  - a. Tennis viewing area: defer
  - b. Fire pots: delay
  - c. Fire pit areas: delay
  - d. Shade elements: east side shade sails could be done from operating budget, not capital expense.
  - e. Involving City of Venice, SWFWMD and other agencies in process early to ensure design will not fall outside what is allowed.
- ii) Mr. Ruffato asked that the Committee take a close look at whether the number of seats on the "dock" justifies the cost.
- iii) Committee discussion on possibly siting outdoor dining activities outside current dining room and other considerations for the plan:
  - a. Mr. Dabney stated a dining area outside formal dining room is not casual and does not serve the purpose of pool pavilion dining. He also cited potential negative financial impact on outside paid events at the River Club.
  - b. Mr. Ruffato suggested the Committee re-examine installing pavers outside the current bar area from the "colonnade" to the "bump out" of the existing bar (expand bar service area).
  - c. Mr. Kleinglass stated that the community must expand casual dining inside its gates as area outside gets busier: demand.

- d. Ms. Germani favors a tiki type setting with a limited menu vs a formal dining room but stated current pool area is too small to accommodate dining.
  - e. Regarding pavers in the grass area outside the current dining room and bar, several committee members felt that pavers would be a costly element and are too formal for a casual environment.
- iv) Mr. Dabney stated that a key element missing from a comprehensive plan for the Board is a reliable financial accounting of our current food and beverage operations; without this, it is difficult to compare tiki food & beverage to dining room food & beverage. He cited the current lack of separation between revenues and costs for lunch and dinner operations and also the inability to tie inventory used in the tiki area vs the dining room area. Until we have these, no reliable financial operating model for a new pool pavilion can be constructed.
- v) Ms. Gericke stated it is important for the Board to understand the background work and discussion that led to the plan to be recommended by the Committee.
- vi) Mr. Kleinglass believes the Board has a good sense of where the community wants the plan to be based on the public meetings. He stated the Committee recommendation should reflect what it believes the VGRC community wants and move immediately forward to the Board.
- vii) Mr. Dabney stated that the plan presented to the Board will be flexible and modular.
- viii) Next steps:
- a. Mr. Dabney will make rough edits to existing plans such that they can be provided to the Board for their preliminary view and approval to proceed.
  - b. Assuming an affirmative response, Mr. Dabney will ask the Board to authorize additional funds to pay Mr. Humphrey to edit the plan so that it may be reviewed with the City and SWFWMD. Mr. Dabney suggested such meetings could potentially include Messrs. Schappacher, Humphrey and Cohen.
  - c. Mr. Kleinglass stated he would ensure Rizzetta puts Mr. Dabney on the March 23 Board agenda.

**B. River Club Parking Lot paving/stripping update.**

- i) Rick Schappacher, District Engineer, is working on this.

**C. Water leak observation and bill analysis**

- i) Ms. Payton reported there is a new leak in the lap pool. It is underground so she recommends to wait until the re-marcite job in May to avoid draining the pool twice.

**D. Committee Charter**

- i) Reviewed and approved.

**7) New Business.**

None.

**8) Manager's Report****A. Budget vs. actual revenues and expenses**

	12/2019		COS		
	TIKI	% of Sales		CLUB	% of Sales
FOOD	\$2,347.00	34.52%	42%	\$71,519.00	76.35%
BEV	\$4,451.00	65.48%	24.4%	\$22,154.00	23.65%
TOTAL	\$6,798.00		37.3%	\$93,673.00	
BEER	\$733.00	16.47%	44%	\$981.00	4.45%
WINE	\$465.00	10.45%	20%	\$13,719.00	62.21%
LIQ	\$3,071.00	69.00%	27%	\$7,006.00	31.77%
N/A	\$182.00	4.09%	35%	\$348.00	1.58%
TOTAL	\$4,451.00		24.4%	\$22,054.00	
1/2020					
FOOD	\$3,128.00	33.88%	50%	\$48,738.00	78.00%
BEV	\$6,105.00	66.12%	21%	\$13,750.00	22.00%
TOTAL	\$9,233.00		42.4%	\$62,488.00	
BEER	\$962.00	15.76%	37%	\$1,014.00	47.65%
WINE	\$793.00	12.99%	23%	\$6,552.00	47.65%
LIQ	\$4,148.00	67.94%	16%	\$5,749.00	41.81%
N/A	\$202.00	3.31%	35%	\$435.00	3.16%
	\$6,105.00		20.8%	\$13,750.00	

**B. Accounting changes**

- a. ICON systems cannot provide the reporting as we require it.

**C. Air conditioning balance update**

- a. Ms. Payton advised this is nearly done but issues remain.

**9) Liaison's Report**

Mr. Kleinglass had no additional comments beyond those above

**Meeting adjourned 10:50AM.**

**Next meeting: Monday, April 6, 9:00AM.**

Venetian Community Development District

502 Veneto Blvd N Venice 34275

Landscape Advisory Committee

Meeting Minutes Jun 1, 2020

Attending: Rick McCafferty, Keith Livermore, Jeff Klein, Joe Spallina and Marie Thompson. Meeting was held via Open Meeting on line app.

- After opening the meeting Jeff Klein welcomed Marie Thompson to the VCDD Advisory Committee.
- Quorum was established via on line Virtual meeting.
- No public comments and no public participation at the meeting.
- Prior meeting minutes were approved
- Old Business; Joe Spallina asked about implementation of item approved at the by VCDD for enhancements or plantings at:
  - Field Manager and Board Liaison reviewed the below;
    - Flowers, YES \$2750.00
    - River club Flowers, YES \$275.00
    - Two Monuments, YES \$450.00
    - Balance of Monuments, YES \$1386.00
    - Enhancements to Island, one and two, NO \$6824.00 on hold by VCDD
    - Enhancements to third Island, NO \$24,830.00 on hold by VCDD
    - Enhancements to third island, NO \$68244.00 on hold by VCDD
- Joe Spallina asked if the enhancements to the third island can be done, Rick McCafferty said that there's about \$17,000.00 in the budget and it's needed for the remainder of 2020 for expenses that may come up during the year.
- Jeff asked about lights enhancements around Curb, Keith Livermore said that the expense was not approved by VCDD.
- Joe asked about the vacancies on the committee, Jeff asked to advertise for candidates to fill the vacancies. Keith to ask Belinda.
- NEW BUSINESS; Rick announced that the VCDD Board has approved \$12,000.00 to be included in the 2021 trim budget for Steward-Washumuth & Co., Inc. a landscape architect. The money is to be used to pay the Architect for a landscape plan design.

- Discussion was held by all at the meeting regarding the scope and benefits to have the Architect provide such a plan. The full proposal by the Architect was \$32,250.00
- Jeff Asked for a plan design for the 2020 year, Rick said there is no additional money for 2020
- Keith Livermore said that the VCDD Board will vote on a request for a plantings to fill the void on Laurel road for \$4,500.00 at the request of a home owner. Jeff said that the Landscape CMTE, did not review or approved, it's a community expense and the CMTE should have approved.
- Jeff made a motion to ask VCDD to approve an Architect design for the third Island, cost \$5,500.00. motion passed.
- Joe; there are Foxtails within Venetian are diseased including within the common property. Jeff asked if the CMTE should investigate? Rick suggested that John Tuborg may have additional information on the May report. Keith will email Tuborg's report.
- Jeff noted that the plants on the bowls on top of the monuments are hanging over, Keith offered to have LMP adjust. Jeff asked if the bowls have drainage holes, Keith said he has not checked.
- Joe noted that mold is accumulating on monuments, Keith will have maintenance take a look.
- Jeff asked if Keith goes around with LMP on a monthly basis? He said Not generally, but does review the John Tuborg's report.
- Liaison Report; reviewed 2020/21 Landscape budget. \$20,000.00 for landscape replacements of plants, shrubs and trees. \$382,445.00 LMP landscaper. Flower rotation \$20,000.00, \$25,625.00 for pine straw, \$65,000.00 for mulch.
- Irrigation system improvements and repair. Main pumps installed and filter repairs in August 2020
- Next meeting: July 7, 2020 at 11:00 via on line?
- Meeting adjourned

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**Attending Members:** Linda Cautero, Livvy Faford, David Moy, Sarah Quinn, Suzanne Herbst-Ecker and Pat Jones, constituting a quorum. Also present were River Club staff members – Denise Payton, Paul Grothouse, Chris Vignolini, and Timothy Hall, and CDD liaison Rich Bracco.

**Members Absent:** John Ballard

**Call to Order:** Minutes of the February 12, 2020 meeting approved as corrected.

**Discussion Items:**

**OLD BUSINESS**

- A. Denise reported that the New Member Happy Hour was attended by 24 residents. The free appetizers were a big hit, but only 4 people stayed for dinner. Another “Happy Hour Only” will be planned in the Fall.
- B. The Committee Charter was approved with one correction by Denise. The wording “within six months of purchase” was changed to “within a timely manner.”
- C. **Past Events**
  - Chris reported that the Valentine’s dinner, the Twig luncheon, Silver Foxes and the dining event with cellist were all successful. Only negative feedback was on the lobster served at the Leap Year dinner dance.
- D. **Upcoming Events**
  - Fashion Show in March already has 127 attendees signed up, with a cap of 140.
  - Easter dinner registration now closed with 369 reservations.
  - Ladies Night suggested “Drag Bingo” theme was rejected.
  - Pool BBQ with music by “Assisted Living” – Chris announced that the band now charges for their performance.

**NEW BUSINESS**

- A. Member usage of the River Club: Denise stated that 370 households ( 27% of the community ) spent less than \$50 in the last 3 years ( March 2017 to March 2020). Strategy for encouraging these residents to come to the River Club for lunch or dinner was discussed. The committee liked the idea of offering a one-time discount coupon to these 370 households. Linda made a motion for Denise to ask Marianne to create an email survey. If survey is completed, the resident will receive a \$20 discount coupon to be applied to their next meal at the club. Motion was seconded by Pat. Denise will email the new survey to committee members for approval by 6/1/20.
- B. Discussion of possible Member/New Member events to increase overall participation/usage of the club. “Where in the world are we from?” is the suggested kick-off event for November, 2020. The idea is to get residents acquainted with others who may be from their home town geography to find common interests.

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- C. Pat Jones suggested a “60’s Dinner Dance” with live music by The Missing Links, a Sarasota band. She will forward contact information for the band to Chris.
- D. The idea of a New Resident Club is tabled for now, as there are too many events currently in the works.
- E. Corona Virus- River Club response: Ideas were discussed for both prevention of spreading the virus, as well as making residents feel comfortable coming to the River Club. Denise announced that effective immediately sanitizing of all commonly-touched surfaces would take place on a pre-determined schedule. Also, the salad bar will be replaced with a plated house or Caesar salad or soup du jour. Breakfast buffet items will be served by servers instead of self-service.

### **General Manager’s Report**

- A. The Tiki Bar Committee will meet to finalize options/recommendations for the renovation before presenting to the CDD Board.
- B. Denise thanked the current committee for their active involvement in offering ideas for social and dining events, their participation and their constructive feedback.

### **CDD Update**

- A. Rich Bracco emphasized the importance of using the committee email to communicate.
- B. Repaving of parking lot adjacent to the tennis courts is moving forward.
- C. The Master Plan is being updated with regard to the hot tub and pool areas.
- D. Damage from the hydraulic spill has been presented to the Venice City Council and is now going to mediation.
- E. Discussion of possible revisions to the new landscaping at the front entrance continues.
- F. Several steps still remain before final approval of the Pickle Ball courts and Dog Park.
- G. Rich said the Tiki Bar proposals are generating lots of discussion, and he is receiving many emails from residents.

### **Next Meeting and Adjournment**

Next meeting is April 8, 2020  
Meeting adjourned at 12:00pm  
Minutes submitted by Pat Jones