

Venetian Community Development District

Board of Supervisors' Meeting July 11, 2022

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

www.venetiancdd.org

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275 www.venetiancdd.org

Board of Supervisors Rich Bracco Chairman

Steve Kleinglass Vice Chairman
Rick McCafferty Assistant Secretary
Ernest Booker Assistant Secretary
Ken Smaha Assistant Secretary

District Manager Belinda Blandon Rizzetta & Company, Inc.

District Counsel Andy Cohen Persson, Cohen, Mooney,

Fernandez & Jackson, P.A.

District Engineer 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

<u>District Office Ft. Myers, Florida (239) 936-0913</u>
Mailing Address 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.venetiancdd.org

July 5, 2022

Board of Supervisors Venetian Community Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Venetian Community Development District will be held on **Monday**, **July 11**, **2022 at 9:30 a.m.** at the Venetian River Club located at 502 Veneto Boulevard, North Venice, Florida 34275. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL
- 2. PLEDGE OF ALLEGIANCE
- 3. PUBLIC COMMENT
- 4. BUSINESS ITEMS
 - A. Consideration of Settlement and Documents Related to Venetian CDD vs. City of Venice (under separate cover)
 - B. Consideration of Proposals Received in Response to the RFP for Amenity Management and Presentation by

- Castle Group
- 2. ICON Management
- Rizzetta & Company, Inc.
- 5. SUPERVISOR REQUESTS AND COMMENTS
- 6. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (239) 936-0913. Please note that masks are required for unvaccinated individuals at the River Club.

Very truly yours,
Belinda Blandon
Belinda Blandon
District Manager

cc: Andrew Cohen: Persson, Cohen, Mooney, Fernandez & Jackson, P.A.

Tab 1



Unparalleled Property Services



Property Services Proposal

Venetian Community Development District

July 1, 2022



Dear Board Members,

Thank you for the opportunity to provide this proposal for professional management services. I am confident that Castle has the experience and expertise to attend to all of your community management needs and will exceed your expectations.

Castle's management philosophy is to combine the best people in the industry with excellent management systems and support both with cutting edge technology.

Our 2,000 employees serve over 400 communities throughout Florida including many communities like Venetian Community Development District We manage a select number of communities and can provide a level of service not currently seen at Venetian CDD. We call this Royal Service®.

Our Royal Service® focus is on the Resident Experience – what it feels like to live in a Castle-managed community. Our team prides itself on providing Royal Service® to *Every Resident – Every Interaction – Every Time*. This level of service can only be provided by the Best People. We attract and retain the Best People by routinely being named one of the "Best Places to Work", an achievement of which we are extremely proud.

One of the many reasons we have become the premier choice in the community management business is the fact that we have the ability to tailor our services to meet the unique needs of each community. Castle caters to the desires of our communities while providing unequalled support to your onsite team.

The Castle Distinctions outlined in this document define why our service is unparalleled in the industry and why Castle is the best choice to be your management partner. Your management team will be led by an experienced Regional Director. The Regional Director's role is to measure your General Manager's progress along with the Board's satisfaction. Our goal is to ensure that the Board of Supervisors and the residents are afforded a "worry-free" environment that is consistently maintained to the highest standards. We believe that every resident of Venetian CDD will appreciate the noticeable difference when the community is professionally managed by Castle.

Our team has the experience, knowledge, and training to deliver exceptional Royal Service® to your residents and community. Your community is considering a critical change as it weighs the merits of contracting with a new management company. The decisions you make today will affect the District for years to come. You require a professional, diligent, organized, knowledgeable, and proactive company. Castle Group is the premier choice to meet those needs.

Please call me at 954-660-1866 if you have any questions or would like to schedule a tour of our offices. Thank you again for your consideration.

Sincerely,

James Donnelly

Founder & Chief Executive Officer

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Completed RFP Forms

Who We Are



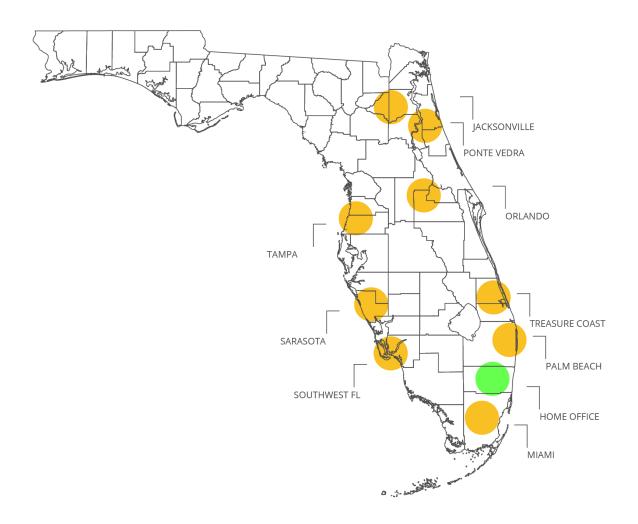
Castle is a community management company that is just the right size for Venetian CDD. We offer the personal, detailed service of a small company, while retaining all of the resources of a large company.

Castle employs over 2,000 dedicated team members who proudly service our communities. Our menu of services includes financial and administrative management, lifestyle services, maintenance, janitorial, front desk/concierge, and technology solutions. Our professional property services best practices are highly flexible and customized to fit your community. Each community we manage is unique and our approach will be <u>tailored</u> to suit your individual needs.

Castle's full-service expertise allows our Managers to better supervise the vendors who perform services at the communities that we manage. Of the management companies in Florida, there are few with the size, scope of services, experience, dedication, and expertise to effectively manage Venetian CDD.

Your Manager will be supported by a team of industry experts, which includes a Regional Chief of Maintenance, Director of Food and Beverage, Treasury Manager, Transition Manager, Recruiting Specialists, Training Coordinators, and Technology Specialists. Regardless of the issues facing your facilities, our team has the capability and expertise to assist. The team will be led by a Regional Director who supervises the onsite Castle team and will be at the property weekly. Our Regional Director will have an intimate knowledge of the facilities as well as a relationship with the Board of Supervisors.

Office Locations







The Pursuit of Excellence

With more than 40 years of experience in the Florida property management industry, Castle is the premier provider of property management solutions.

Founded in 1980, Castle Group has become a strong and dynamic, full-service management company focused squarely on the success of each of our communities. We are the preferred service provider for more than 400 communities

We are never satisfied with the status quo. To facilitate this concept throughout our organization, we developed Castle University, our in-house live and online training program that ensures our teams are constantly progressing and using industry best practices.

Our philosophy of Constant and Never-ending Improvement has resulted in broad recognition of our achievements:

- Castle Group is the only People First[©] certified company in the community management industry. This is a 12-week leadership program for Castle's supervisory team. We were recently highlighted in Jack Lannom's latest book, "The People First Effect", for our commitment to the People First[©] principles.
- Castle Group was once again named one of the Best Places to Work by the South Florida Business Journal, marking the 5th time we have received the award. This distinction allows Castle to attract and retain the best talent for Venetian CDD.
- Castle Group was voted a FLCAJ Readers' Choice Award Winner for the 9th year in a row for our ongoing commitment to delivering quality management to communities throughout Florida.



SOUTH FLORIDA BUSINESS JOURNAL













The Castle Difference

People

Castle strives to attract, train, and retain the top employees in the management industry. We accomplish this through a highly detailed selection process and continuous training. Being voted a "Best Place to Work" by the South Florida Business Journal has reinforced this sentiment.

Systems

We understand that timely and relevant information is critical to the success in operating a property. Castle believes communication between Castle, the directors, and residents is key. Castle has the ability to customize a dashboard that will allow the Board of Directors online access to key financial and operational information, as well as any specific metrics they would like to monitor.

Technology

Castle's focus on technology is unmatched in the community association management industry. We employ a staff of programmers whose sole focus is to create tools that increase efficiency in the associations we manage. This is accomplished by overlapping best practices and customized technology solutions for each of our customers.





Castle Group

The Castle Constitution represents the foundation of the Company. Much of Castle Group's success can be attributed to the implementation of our Constitution and the level of importance placed on incorporating these values into our daily operations.

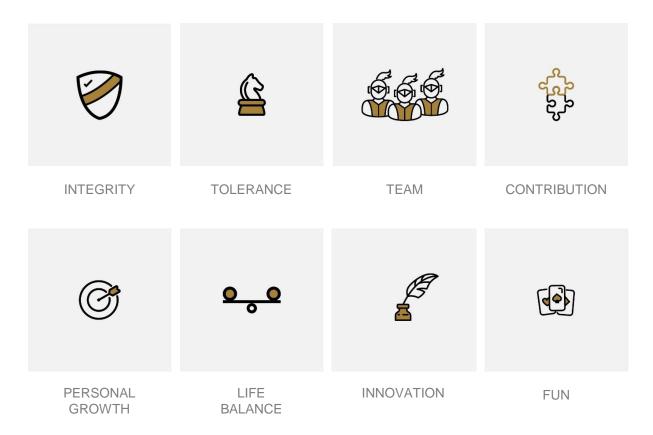
Our Core Purpose:

To be proud of everything we do.

Our Vision:

To enhance the lives of our team, customers and the community through the provision of unparalleled property services.

Our Values:



Royal Service®

Our focus is to create an unparalleled Resident Experience for owners living in Castle-managed communities. After attending the Ritz Carlton's Legendary Service School, James Donnelly and his team created Castle's Royal Service® Standards. In recent years, the team attended the Disney Institute and brought back a number of applicable best practices that have since been added to the original program.

Royal Service® has many detailed components. Ultimately, it's about creating an environment where each resident feels important and cared for. We warmly welcome and greet our residents and strive to anticipate and fulfill their needs. Castle Group is dedicated to providing Royal Service® to all of our residents, allowing each resident and guest to experience it through our professionalism and high attention to detail. We are the only management company that places this strong of a focus on the Resident Experience. We are committed to constant improvement and growth through enhancing our services, techniques, and technology in order to benefit our residents and our team. It is our goal to create memorable moments when interacting with directors, residents, and vendors.







Leadership Team

James Donnelly

Founder & Chief Executive Officer



James is the Founder and Chief Executive Officer of the Castle Group. With over 30 years of experience serving residential communities, James is an accountant and prominent speaker in the industry. James is also a passionate community leader and benefactor of numerous philanthropic organizations. Most recently, James was appointed to the Nova Southeastern University Board of Trustees and became a member of The Florida Council of 100. He is currently the Chair of the Community Foundation Board of Directors, immediate past Chair of the Broward Workshop, and sits on the Board of Advisors of the LeMieux Center for Public Policy at Palm Beach Atlantic University. In 2019. James received the Sun Sentinel's Excalibur Business Leader of the Year for Broward County and the Terry Stiles South Florida Leadership Award presented by the Greater Fort Lauderdale Chamber of Commerce. In 2014, James was inducted into the Hall of Fame at Nova Southeastern University's H. Wayne Huizenga School of Business and Entrepreneurship.



Craig Vaughan
Founder & Chief Financial Officer

Craig is a dynamic and creative financial resource for all of our clients. He is both an accountant and a Licensed Community Association Manager. Often described as Castle's "culture driver", Craig is extremely proud of his role in leading Castle to be both a Best Place to Work, as recognized by the South Florida Business Journal, and a Good to Great Company, as recognized by the Greater Miami Chamber of Commerce.



Robert Donnelly
Founder & Chief Operating Officer

As one of Castle Group's founding partners, Rob has been in charge of operations since the company's inception. Rob's attention to detail and focus on implementing Castle's systems has helped drive Castle Group to its current position as one of the leading companies in the industry. Rob's favorite acronym at Castle is CANI: Constant and Never-ending Improvement, and he is often referred to as the "nuts and bolts" guy at Castle. He has earned the industry's highest accreditation, the PCAM, and also holds LCAM, AMS, and CMCA titles, as well as a Real Estate Broker's License.



Local Leadership



Fiona DiDomenico Regional President



Sean FoleyRegional Director



Jayson Salter *Director of Food & Beverage*



Shauna Fleischbein *Business Development Manager*



Stephanie Gold *Director of Transition*



Shelley DeJiacomo *Account Manager*



Regional President

FIONA DIDOMENICO LCAM, GRI, CMCA

fdidomenico@castlegroup.com

PROFESSIONAL SUMMARY

Results-Oriented Professional with a Track Record of 20+ years Executive Management experience. Consistently demonstrates the ability to achieve success across multiple areas in the Real Estate Management field. I enjoy the opportunity to contribute to the growth and bottom line profit of an organization.

PROFILE

- A True Achiever, Able to Set Goals and Accomplish Them
- Superior Leadership, Communication and Negotiation Skills
- Professional and Articulate; Hardworking, Enthusiastic and Dedicated
- Exceptional Attention to Detail; Well Organized, Capable of Producing Outstanding Results in a Fast Paced Environment

SELECTED ACCOMPLISHMENTS

- Nominated for Sales Manager of The Year 2006
- NHC of The Year Lennar Homes 2000
- Top Listing Agent for Pinellas County, 2nd Quarter 1995
- Graduate of the Realtor Institute 1995

PROFESSIONAL EXPERIENCE

Castle Group, Sarasota, FL **Regional President** April 2010 - Present

As Regional President, Fiona is the Business Unit Leader for her territory, which encompasses Jacksonville to Sarasota. Fiona has held several positions with increasing responsibility since starting with Castle as a Regional Director, Vice President, Sr. Vice President, and now Regional President. The Regional President has expanded authority for their region as Castle continues to move decision making closer to their clients.

Fiona takes great pride in being known as an agile and inspiring leader, who brings innovative and effective solutions to Castle's clients by aligning our philosophy of People, Systems and Technology with the Board's vision for the community. She builds teams who can mediate through conflict and execute on plan to deliver positive outcomes for the Boards and residents we serve.



Regional President

Lennar Homes, Tampa, FL Vice President of Sales

January 1998 - March 2008

Through ten years with Lennar I worked in multiple capacities from New Home Consultant, Mortgage Originator through their Rutland Advantage Division and finally five years as their top producing VP of Sales.

- Top division margin retention Nationwide.
- Managed community development and sales from start up to turnover.

Sterling/Intellivest Management, Largo, FL **Director, Private Owner Management**

July 1994 - December 1997

Retained to develop and individual owner management program. This was a Start-Up Division of the current Property Management Company. Position entails total responsibility for sales, marketing, administration and Financial Management.

Intellivest Management, Inc., Bradenton, FL Sales Manager – Lifestyle Homes Division

1991-1994

Responsible for daily management and sales activities for multiple condominium properties.

Developed and implemented sales program to convert existing renters to owners. Utilized Telemarketing, Direct Mail, and Multiple listing services to exceed territory goals.

- To direct all sales from initial listing period through to the Closing Table.
- To maintain maximum occupancy during listing period to ensure consistent revenue.

Intellivest Management, Inc., Ottawa, Ontario Regional Manager – Video Giant Division

1991-1994

Responsible for managing all aspects for New Business Ventures in both Canada and the U.S. entailed organizing marketing, accounting, and Personnel Departments for each new store. Increased retail sales at "Video Giant of Tampa" by 30%, over a one year period.

Reorganized "Video Giant" so that each store could be sold to individual investors.

EDUCATION/ TRAINING/ CERTIFICATIONS

•	Business Degree. Hotel and Restaurant Management	May 1989
	ALGONQUIN COLLEGE; Ottawa, Ontario, Canada	
•	Florida Real Estate Salesperson License,	March 1994
	COOKE REAL ESTATE SCHOOL St. Petersburg, Florida	
•	Graduate of the Florida Realtor Institute, GRI,	March 1995
	REALTOR INSTITUTE; Clearwater, Florida	

Florida Community Association Manager License, LCAM
 GRAY SYSTEMS; Tampa, Florida

Florida Broker License
 BOB HOGUE, SCHOOL OF REAL ESTATE St. Petersburg, Florida



Regional President

ADDITIONAL TRAINING SESSIONS, SEMINARS, AND MEETINGS

- Fiona currently sits on the Board of the statewide organization, Chief Executive Officers of Management Companies (CEOMC), where she strives to promote and protect community associations throughout Florida, engaging in advocacy and setting the standard for community management.
- RS Council- Financial Skills for the Residential Specialist
- CMCA Training Courses and Designation
- Sales Course by Brian Tracy, Tom Hopkins and Zig Ziglar

ACTIVITIES/INTERESTS

• Interests include Tennis, Golf, Horseback Riding and Travel



Regional Director

SEAN M. FOLEY, LCAM, CMCA®, AMS®, PCAM®

Mr. Foley has held various high-level positions with prominent management firms in the Chicago area. Specialties included developer services, quality control and process improvement. Mr. Foley also served as a consultant to many developers in the tri-state area throughout the construction of Planned Unit Developments and assisted the banking industry with distressed or foreclosed properties as an Asset Manager. After moving to Florida to become the GM at Five Towns, a 1700 unit complex in St. Petersburg, Mr. Foley started and served as the President of Florida Community Property Management, a CRSG Company serving West Florida. FCPM offered traditional community management and facilities management. In 2010, FCPM consolidated with various other owner related entities across Florida to become Vesta Property Services, Inc., where Mr. Foley served as Vice President.

Other experience includes; Technical Specialist and Project Manager for AT & T. Responsible for supporting outside plant (OSP), central office conversion, digital mapping, cable T.V. plant, floor plan drawings, landbase maps and other projects. Possesses a working knowlege of computer aided design (AutoCad) and geographic and architectural information systems such as; VersaCad, Intergraph, Synercom and CorelDRAW. Received training in quality standards related to the Malcolm Baldridge National Quality Award and ISO9000 International Quality Standards.

Mr. Foley is a member of the Community Associations Institute and holds several professional designations including the PCAM®. Mr. Foley possesses strong management and leadership skills with the ability to motivate professionals and maximize levels of productivity.

PROFESSIONAL EXPERIENCE

Condominium Associates

2018-2021

Clearwater, FL.

Vice President of Property Management

As Vice President, Mr. Foley was initially assigned to the northern area of CA officed out of Lutz. Primary goals were to establish client relationships, organize operations to CA standards, mentor all managers in the area, and improve retention rates. Client retention rates rose to over 90% and employee retention rose to approximately 95% while creating upward mobility opportunities for the associates.

Tierra Verde Community Association

2015-2017

Tierra Verde, FL.

Community Administrator

As Community Administrator, Mr. Foley is responsible for all day to day management and oversight of the Association. The community is made up of condos, single family homes, and commercial buildings totaling 2,240 units. Other responsibilities include oversight of landscape maintenance for areas of the Pinellas Bayway leading to Ft. DeSoto Park, common recreational areas, and supervision of on-site staff.

Vesta Property Services, Inc.

2009-2015

St. Petersburg, FL.

Vice President

Vice President for the Association Management division of Vesta, responsibilities focused on consolidating three management company operations into one system.

 Developed and organized management structure by reorganizing and developing management regions throughout the state. Created and implemented guidelines, including standard contract language, delivery of budgets and statements of work, which reduced contract risks by 15% of those in hand.



Regional Director

SEAN M. FOLEY PAGE 2

- Established roles and responsibilities that clearly defined tasks and improved overall organization and productivity.
- Responsible for client relations/retention by communicating with all Boards, vendors, and management during the consolidation.

Florida Community Property Management

2003-2009

St. Petersburg, FL.

President/Owner

Provided oversight for all aspects of company formation for Association Management services and reported to two partners.

- Grew client base an average of 7% each year with no marketing budget.
- Averaged a 98% client retention rate.
- Increased service area from Pinellas County, to include Polk, Pasco, Hillsborough, Lake, and Orange counties, serving over 10,000 units and three "big-box" facilities.
- 85% employee retention rate over 6 years.
- · Paid out an average of \$150,000.00 in owner dividends each year.

Five Towns, LLC

2001-2003

St. Petersburg, FL.

General Manager

Provided management and oversight for all aspects of the 1,700 unit community and reported directly to the owners of the LLC.

- · Supervised maintenance, housekeeping, administrative, and accounting staff.
- · Negotiated all service contracts.
- Provide Annual Operating Budget and year-end financial results to the owners.
- · Track all utility accounts and calculate year-end true up with residents.
- Developed long range capital improvement plan for community upgrades and served as Project Manager.

Education/Professional Designations:

ASMET-Associate of Science in Mechanical Engineering Morrison Institute of Technology, Morrison, IL. 1987

Professional Project Management Career Development Program. AT&T, Schaumburg, IL.

Licensed Community Association Manager (LCAM) #23431 since 2001, State of Florida.

Association Management Specialist (AMS®), Community Associations Institute, 1997

Certified Community Association Manager (CMCA®), Community Associations Institute, 2002

Professional Community Association Manager (PCAM®), Community Associations Institute, 2005



Organizational Chart

lamas	Donnally
James	Donnelly
Founde	r & CFO

EVP Business Development	Business Development Managers	Brand Manager	Data Analyst	Jr. Data Analyst	Marketing Coordinator	Communications Specialist
VP Information Technology	IT Systems Manager	Desktop Support Specialists				

Craig Vaughan Chief Financial Officer

Regional Presidents	Vice Presidents	Regional Directors	Property Managers	Onsite Staff
Director of Accounting	Association Controller	Association Accountants	AP I AR Managers	APIAR Processors
Corporate Accounting				

Rob Donnelly Chief Operating Officer

Maintenance

General Managers			Clie r Con	ent mmunications	Insurance Coordinator	Production Team	Legal Coordinator
Director of Developer S	Services	Director of Transition	,,	ansition pecialists			
VP of Huma Resources	n Selecti Manag		ining nagers	Payroll Processors			
VP of Food Beverage	&						
Regional Chief of							



PROPERTY MANAGER ONSITE TEAM REGIONAL DIRECTOR REGIONAL PRESIDENT TRANSITION TEAM REGIONAL CHIEF OF MAINTENANCE LIFESTYLE DIRECTOR HUMAN RESOURCES INFORMATION TECHNOLOGY ACCOUNTING CLIENT COMMUNICATION RESIDENT SERVICES

Distinctions



We strongly believe that Venetian CDD would benefit from a partnership with Castle Group based on the following Castle Service Distinctions:

People

Community Management is a service business which makes it critical to have the best people. To obtain the best people we employ a team of recruiters that actively source new teammates. These teammates come from within the industry, but also from closely related ones, such as hospitality and management. The work doesn't stop there! Once you have the best people on the team, you have to incorporate a state-of-the-art training system, which we have created. This training system is managed and delivered by our People First® certified facilitators who ensure that our team is able to maximize their talents.

Castle's Royal Service® Standards

Castle's Royal Service® program was created after attending the Ritz Carlton's Legendary Service School. This approach is designed to ensure that every resident of Venetian CDD feels the warmth and respect they deserve. As an organization, we've implemented a number of Service Level Agreements (SLAs) and Key Performance Indicators (KPIs) that we measure to assist us in ensuring that we are delivering on what we've promised to you. As an example, Castle's state-of-the-art Resident Services Call Center achieves a 95% live-answer rate. When residents call, they can speak to one of our bilingual Resident Service Specialists and receive an answer immediately.

Owner-Operated

Castle is owner-operated by Florida residents. We have all of the resources and necessary experience to meet your goals and objectives. You have direct access to Castle's owners every day.

Specialists

Castle made a strategic decision several years ago that we could not be all things to all properties. We have identified that communities that require full-time onsite staff best fit what we can offer. Therefore, we specialize in properties just like Venetian CDD. Further, we focus on communities within the state of Florida and are actively involved with local agencies to improve and enhance the community we all call home.

Distinctions



Financial Services

Accurate, timely, and meaningful financial information is necessary for the smooth and efficient operation of the Facilities. Two of Castle's principals are CPAs. CPAs in the industry identify Castle as the leader in accounting and finance. Our accounting software allows for customized reporting, which enables us to provide clear and concise information to the Board of Supervisors. Castle has also developed a benchmarking program, which we call the "Castle Value Challenge", to identify cost-saving opportunities for the Club.

Experience

Castle Group's Executive Team is the longest tenured and most experienced in the community management industry. Our depth of knowledge will provide numerous benefits to Venetian CDD. The expertise of our team includes best practices in Resident Services, Financial Services, Facility Management, Project Management, Engineering, Food & Beverage, Transition, Recruiting, Training, Technology, and Safety.

Reporting

We understand that timely and relevant information is critical to the success in operating a property. Clear communication is key in ensuring that the relationship between Castle, the Board of Supervisors, and residents runs smoothly and that the community itself stays well informed. Castle has the ability to customize a dashboard that will allow the Board online access to key financial and operational information as well as any specific metrics they would like to monitor.

Customization

Castle tailors its community management solution to suit the individual needs of the community. We are keenly aware that no two properties, as similar as they may seem, are alike. We will periodically survey residents to ensure that their needs are being met and to gather important data on requested enhancements to the property for the Board of Supervisors.

Technology

Castle's focus on technology is unmatched in the community management industry. We employ 8 full-time IT personnel whose sole focus is creating tools to enhance the efficiency of our management systems. This is accomplished by overlapping industry leading best practices and software with customized technology solutions for each of our customers.



Pricing and Scope of Services

Castle will deliver the Financial and Administrative services outlined in the attached Scope of Services section of the RFP.

Castle has estimated the staffing based on the RFP and our facilities tour. Their pay is estimated based on their respective market compensation rates. Should the staffing needs of the CDD change in the future, we will work with you to accommodate your needs. We understand that the Club is not currently functioning at its full capabilities, so we will ensure that the staffing levels are appropriate for the current climate and increase them as the programming of the Club increases. Staffing will fluctuate with revenue.

*Health insurance is provided at cost (association's share is \$565 per month) for those full-time employees who elect to participate in Castle Group's Blue Cross health plan.

** Management fee will increase by 5% each renewal year.

Please note that we do not require the use of any specific Point of Sale (POS) system for the Club/F&B. Licensing should be through the community, not Castle Group, so that fee is not included in the proposed fees.

Please find the estimated proposed staffing on the next page, followed by sample resumes of key managerial positions.



Pricing and Scope of Services

<u>Proposal Fees</u> For

Venetian Community Development District

ANNUAL MANAGEMENT FEE:						\$	24,000		
PERSONNEL:									
Position	Anr	nual Salary	Hours	Burden	Number of Staff		Total		
General Manager	\$	100,000		25%	1	\$	125,000		
Member Services Embassador	\$	20.00	2,080	25%	1	\$	52,000		
Receptionist	\$	18.00	2,080	25%	1	\$	46,800		
Tennis Pro	\$	50,000		25%	1	\$	62,500		
Maintenance Tech	\$	22.00	2,080	25%	1	\$	57,200		
Pool Attendants	\$	17.00	2,080	25%	2	\$	88,400		
Food & Beverage Manager	\$	70,000		25%	1	\$	87,500		
Bar Manager	\$	55,000		25%	1	\$	68,750		
Cook 1	\$	25.00	2,080	25%	1	\$	65,000		
Cook 2	\$	20.00	2,080	25%	1	\$	52,000		
Cook 3	\$	17.00	2,080	25%	1	\$	44,200		
Cook 4	\$	17.00	2,080	25%	1	\$	44,200		
Cook 5	\$	17.00	1,040	25%	1	\$	22,100		
Dish/Prep	\$	16.00	1,040	25%	1	\$	20,800		
Server 1	\$	12.00	2,080	25%	1	\$	31,200		
Server 2	\$	12.00	2,080	25%	1	\$	31,200		
Server 3	\$	12.00	2,080	25%	1	\$	31,200		
Server 4	\$	12.00	2,080	25%	1	\$	31,200		
Server 5	\$	12.00	2,080	25%	1	\$	31,200		
Server 6	\$	12.00	1,040	25%	1	\$	15,600		
Server 7	\$	12.00	1,040	25%	1	\$	15,600		
Server 8	\$	12.00	1,040	25%	1	\$	15,600		
Server 9	\$	12.00	1,040	25%	1	\$	15,600		
Bar 1	\$	14.00	2,080	25%	1	\$	36,400		
Bar 2	\$	14.00	2,080	25%	1	\$	36,400		
Bar 3	\$	14.00	1,040	25%	1	\$	18,200		
					TOTAL	\$	1,145,850		

PROPOSAL TOTAL \$ 1,169,850

^{*}Health insurance is provided at cost (association's share is \$565 per month) for those full time employees who elect to participate in Castle Group's Blue Cross health plan.

^{**} Management fee will increase by 5% each renewal year.



H. Galen "Bill" Berthold, Jr, FMP, CCM, LCAM

Summery

- A corporate troubleshooter creative problem solver, who firmly believes that the three most important factors that lead to sustainable business/Assn success are value (return on investments), relationship building with guests/members and staff trust, reliance, credibility and Four**** service in all areas of the operation.
- **Leadership** style is founded in learning, coaching, creating a shared vision with input from all team members to encourage ownership of the vision, and achieving exemplary success through teamwork.
- I am an individual with a high growth and profit orientation, which compliments a unique ability for **leveraging resources**.

Professional Experience

January 1, 2020 to Present H.G. Berthold Consulting Tampa. Florida

Club, Community Association Management & Sales and Marketing Management Hospitality Management, REO Asset Management & Consulting Executive

February 2018 to December 31, 2019 Highland Lakes Community Assn & Country Club Chief Operating Officer/Association Manager Palm Harbor, Florida

2500 Home community with a 50,000 sq. ft Clubhouse, 125,000-gallon heated pool and spa, 27 holes of Golf, 4 lighted Tennis Courts, Bocce Courts and Shuffleboard Courts. A 5000 sq. ft Lodge located on Lake Tarpon with -a heated pool, boat dock and two Pontoon Boats owned by the Assn and used for residents to take tours of Lake Tarpon. Budget \$5 million, Staff 50 (Golf Course Maint contracted)

*April 2013 - Oct 2014 to February 2017 - February 2018

Precedent Hospitality Management-Condominium Associates (First Service)

Ft. Myers/Clearwater, Florida

Coquina Key Condo North Assn - (Feb 2017 to Feb 2018)

General Manager – Paseo Master Assn & Village Center – (Apr 2013 to Oct 2014)

Paseo's 26,000 sq ft Village Center consists of a Pub restaurant, Tiki Bar poolside restaurant, banquet space for 200pp, Movie Theater, Fitness Center, Spa, Internet Café, a Lagoon pool, Lap pool and Kiddie pool. The pool decks seat 300pp. A separate Tennis complex with 6 Har-Tru courts and a separate Pickle Ball & Volleyball court complex. Budget \$3 Million, Staff of 40. #1 Wedding destination in Ft Myers.



Sample General Manager

October 2015 until November 2016 General Manager Associa Gulf Coast

Tides Condominiums luxury six building gulf front 214-unit condominium community with a 2500 sq ft Clubhouse, Fitness Center and catering space. Large clubhouse pool area and gulf access with two additional small pools. 520 condos on Tampa Harbor Island.

1997 to October 2015

Sunset Hospitality Inc Tampa, Fl

President/Consultant/REO Asset Manager/Transitional Manager

Clients (Assignment details available):

- Repositioned operations due to financial, marketing or personnel inefficiencies, i.e.
 Billionaire Nelson Peltz's two estates, Mission Valley Country Club, Eagles Landing Resort & Club, North Shore Country Club
- Community Association Management-Resort operations, The Ocean Club (800 units, 8 Sub Assn/Master Assn-2 years) Key Biscayne, The Island Club and Resort (Condo Hotel-1 year), Eagles Landing Resort and Inn 2years),
- Heritage Pines Country Club Community (1400 homes/31 HOA-Master Assn-4 years), Budget \$5 million, Staff of 50 (Security & Golf Course Maint contracted), #1 Wedding destination in Pasco County
- Cardinal Management Bell Tower Condominiums, Ft Myers, Fl (1 year)
- Interim Management/Restaurant Operations, The Cocoa Beach Pier (4 outlets), River City Grille (2 outlets), Panera Bread Café, Crispers Restaurant (6 outlets), Outback Sports

1994 to 1997

Cobblestone Golf Group, San Diego, Ca

COO/GM –Portfolio includes: Morgan Run Resort and Club, Red Mountain Ranch Country Club, The Hills of Lakeway Resort and Clubs, Pecan Grove Country Club

- Corporate takeover on new operations, evaluating new staff, market conditions and financial positioning. Instituted new operating procedures, new marketing plan, event and program management and Board of Director orientation
- Assisted in developing and oversaw all renovations to golf course, clubhouse and suite operations
- Participated in the elimination of significant member dissatisfaction generated by prior owners



Sample General Manager

College and Industry Education

Florida State University – Primary Education
University of South Florida, Major: Marketing Minor: Accounting
CMAA – BMI II and BMI III
The Disney Approach – Walt Disney University
Holiday Inn University – GM Course & F&B Course

Professional Memberships and Certifications

CCM (Certified Club Manager) Club Managers Assn
CHA (Certified Hotel Administrator) – American Hotel & Lodging Assn –
CFBE (Certified Food and Beverage Executive)
FMP (Foodservice Management Professional) National Restaurant Assn
ServSafe Manager Certification – 12/7/18 to 12/7/23
CAM – Community Association Manager (Florida Lic #CAM32587)
CPO – Florida Certified Pool Operator
CERT(-Community Emergency Response Team) Commander
Florida Notary Public

Hobbies and Personal Information

Married (Wife, Paula - Senior Personal Banker), Married 33 years Hobbies: Golf, Tennis, Surfing, Cooking, Wine Collecting

References available on request



Sample F&B Manager

Theresa P Armstrong

Objective

To obtain a position within a strong successful company, who has a clear vision of their operating plans and help lead them toward achieving their goals

Education

- · Major: Toms River NJ Wilfred Beauty Obtained License in Cosmetology & Hairdressing
- · Minor: Brick Town NJ High School obtained GED my Senior Year
- · Related coursework: Serve Safe Certified

Experience

ASSISTANT MANAGER- PANERA BREAD LLC, DECEMBER 2018- PRESENT

Responsible for daily Café operations with a primary function of Scheduling, Hiring and Training. Ensured processes were followed in a Serve Safe manner with a Guest first approach and a focus on Café cleanliness.

MANAGER -POLLO TROPICAL JULY 2017-NOVEMBER 2018

Responsible for daily operations with a staff of 35 employees. Maintained a clean and safe work environment. Controlled profits and loss for labor and inventory. (Counted top inventory items daily). Equipment maintenance and minor repairs.

GENERAL MANAGER | FLOUNDERS RESTAURANT & TIKI BAR | MARCH 2013-MAY 2017

- · Controlled Operations
- · Maintained a clean and safe environment
- Reduced customer complaints- changed mentality from customers to "Guests"
- · Soft Touch system -able to troubleshoot and correct problems on my own
- · Mentored and developed 4 Managers
- · Managed 80+ employees- Hiring/ Training/ Scheduling- brought Hot Schedules to this company/Benefits/Payroll
- Built sales through events, music management and maximized seating while controlling the flow of the restaurant
 350++ seating capacity. Kept Media current- Restaurant Music Calendar, Daily Specials & Event Flyers
- · Restaurant net sales went from just under 3 million to over 5 million during the time I managed

MANGER | RUBY TUESDAY | NJ AND FLORIDA 2001-2014

- · Daily Operations
- · Proficient in both Dining Room and Kitchen management functions
- · Ensured quality team training and development
- · Scheduling-Hot Schedules
- · Labor/ Inventory control/
- · Food ordering/ pull thaw and rotation

PURCHASING & INVENTORY CONTROL/ SIX FLAGS GREAT ADVENTURE NJ 1990-2003

During my time at Six Flags I had positions in Merchandise as a Supervisor as well as the Human Resource Department. The last 8 years was spent in Food Service. I started as a Food Service Area Supervisor and moved into Purchasing/ Inventory control. I purchased food for over 35 food service locations within the theme park, I then controlled the distribution of the food to these locations. I was responsible for reporting the Inventory to the Food Service Manager and Finance Department

JC PENNY BEAUTY SALON NJ- Hair dresser/ Cosmetologist 1983-1996



Scope of Services Financial

- 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. The proposed budget is to be prepared by the Manager and delivered to the District by no later than April 15th. Once the proposed budget has been approved, Manager shall work with the Board of Supervisors of the District on a final proposed budget to be considered each year during the second Monday of the month of August each year.
- D. Manager shall deliver to the District Manager by 12:00 PM on the 18th day of each month, 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



Scope of Services Financial

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 month, 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. The District's Board of Supervisors and its authorized committees may further request that Manager provide additional information in compliance with Florida's public records laws.



Scope of Services Administrative

- A. Manager shall direct, supervise, manage, and operate the Venetian 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:
 - 1. Workers' compensation insurance as may be required under applicable laws covering all employees, including employer's liability;
 - 2. Crime insurance coverage, including fidelity bond, with reasonable limits as agreed by District and Manager; and
 - 3. 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.



Scope of Services Administrative

- 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:
 - 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;
 - 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, consistent with the District's strategic direction.
- 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, tennis, and event reservations.



Food and Beverage Services



A STEP ABOVE

In the ever-changing technological landscape we live in today, Food & Beverage operations require flexibility. Castle Group has the responsiveness and adaptability to work with your association's existing point-of-sale and inventory management technology. Castle can also partner with you to procure tech solutions that will track sales and minimize shrinkage.

With Castle Group, you don't pay for advice, you pay for results. Unlike most companies, we do not farm out responsibility. Some companies enroll you in a larger group of buyers to try to "help" you save money. At Castle, we are our purchasing group. What's the difference? Leverage. "Belonging" to a purchasing group limits your options on products, deliveries, and pricing. At Castle, on the other hand, we negotiate together as our own group and make our own decisions. Our job is to protect you, not the collective.

Castle's relationship with Cheney Brothers Food provides us a one-stop shop for most kitchen- and food-related services. Cheney employs chefs, equipment experts, chemical specialists, and other professionals that assist us in menu design, kitchen layouts, and so on. By housing these talents under one vendor, Castle Group is able to pass along the savings to you.

Castle Group has secured Bay Harbor Services, a regional HVAC company, to provide preventive maintenance on all our refrigeration and HVAC systems. Smaller amounts spent monthly or quarterly save you money by avoiding the big fixes. By utilizing Bay Harbor for preventive maintenance, we also avoid paying overtime/weekend rates for repairs. Moreover, with Bay Harbor, Castle Group has secured discounted rates on chemicals and parts to save you even more.

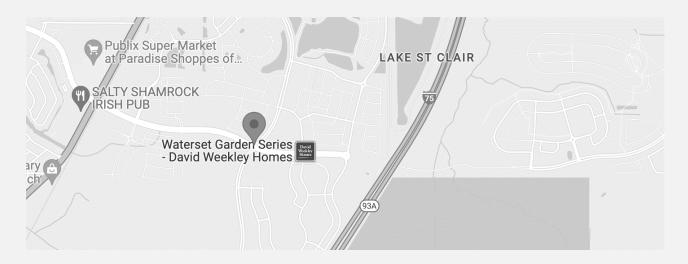
References



Waterset North Community Development District

- Apollo Beach, FL

Mr. Alex Wohlhueter Vice Chair 813-842-2282 Seat5@WatersetNorthCDD.org Waterset North CDD consists of 2,700+homes where we provide full amenities management, including F&B. They have been a Castle Group client for 5 years.



References



VillageWalk at Sarasota

- Sarasota, FL

Mr. Tom Cunningham President 941-400-7004 president@vwhoa.org VillageWalk consists of 1,177 homes where we provide full management services, including F&B. They have been a Castle Group client for 3 years.



References



Islandwalk at the West Villages

- Venice, FL

Mr. Mike Wasylik President 614-271-3814 mjwaz1@aol.com IslandWalk consists of 2,391 homes where we provide full management services, including extensive Lifestyle programming. They have been a Castle Group client for 10 years.





Per Bid Form, list three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

Amelia Island Plantation:

Castle managed Amelia Island Planation beginning in 2014. Due to the complexity of their community, they had always aspired to be self-managed and initially hired Castle to help them organize themselves in a manner to eventually be setup on proper systems and processes to do so. We eventually transitioned from full-service management to accounting-only in 2021, and finally phased out completely at the end of December 2021.

Contact:

Ronald K. Nelson President

M: 616-745-2000; E: rnelson7544@comcast.net

Quantum Master:

The community consists of a Master and two sub-associations. Castle was managing all three, but currently only manages the sub-associations. We lost the Master because the Master BOD President wanted complete control, including a management company that would do whatever he wanted, regardless of the rules or law. He terminated our contract when he got tired of us telling him why he couldn't do something in the manner he was proceeding. The two tower sub-associations kept us on, and we still manage them today. Since the above incident, the Master BOD President and his entire BOD was recalled and removed from the Board.

Contact: Edo Licina

Current Master Board President

M: 786-327-4109; E: edo.licina@gmail.com

Murano:

Castle was hired years ago by a long-tenured BOD President named Marie Peter. When Marie sold her unit and left the building, the new BOD who took over was extremely anti-Marie and everything she did. They went about removing any connections to her. We were last on the list after they removed other vendors who they thought were brought in by Marie.

Contact:

Rick Roberts

Board Member during the same time as Marie and also served a year with the new BOD.

M: 786-564-1006; E: rroberts2404@gmail.com



Castle's formal reporting to the CDD includes:

- Weekly Updates
- · Monthly Managerial Reports
- Annual Property Review
- · Ad Hoc Reports

Weekly Updates

We have found that our Boards of Supervisors like to receive a weekly update. Your General Manager will send, via email, a weekly report comprised of the top issues concerning your community each week. The "Weekly Update E-Mail" is a snapshot designed to keep all Board members thoroughly informed.

Monthly Management Reports

The Board can expect to receive a monthly management.

These reports would contain the following information, in addition to any further information requested by the Board of Supervisors:

Standard Monthly Management Reporting Package

The monthly management reporting package includes:

- Meeting Agenda
- Management Report
- · Work Order History detail report
- · Covenant, Conditions and Restrictions (CC&R) History Report
- Collections Action Report (reminder and default letter list, attorney referral report)
- · Bids/Recommendations

Optional Reports

Castle can generate a number of additional custom reports using its report writer. Three of the more popular reports are:

- · Accounts Receivable Activity Report
- Trend Reports

Annual Property Review

We provide an annual review of the Association's operations including improvements, activities, finances, staffing, and vendor performance. $_{36}$



Property Management System Integration

Our central management system, Jenark, stores unit and resident information to include the following: financial, lease, violation, and work orders. Our website and database management solution automatically ties to Jenark data in order to provide Board members, management staff, owners, and residents with this information. Additionally, our database management solution provides for the management of parking, storage, mechanical assets, visitor logging (logical access control), and package receipt and delivery. The resident rosters rendered through these systems are then used to manage the physical access control system (FOB or biometric system). Third-party integrations are both possible and available in some cases, depending on the capabilities and willingness of the third parties.

Database Maintenance

The integration between Jenark and our database management solution makes database management very simple for the onsite team. There is no need to manage numerous databases as updating the appropriate system automatically disseminates the appropriate information to any other pertinent system.

Customization of Systems

Although our systems are highly customizable as they stand, our in-house developers are available to further customize the system(s). This is usually only necessary when third-party integrations are desired and not present.

Integration of Systems

The majority of our systems are fully integrated with each other. The only area that may not be easily and automatically integrated is the physical access control system (FOB or biometric), as this is heavily dependent on the system that the building has currently installed.

Website Maintenance and Customization

The ability to update and maintain the website can be done by the onsite staff or Castle's IT team. The system is very user-friendly and easily customized.

Technology



Club Website

Professional Web Presence: Castle's web platform makes it easy to ensure your organization's online presence is professional and aligned with the image you want to portray. Our turnkey sites also come pre-populated and structured with the content and functionality you'll need.

Improved Communication and Access to Information: Having information available online gives residents access to community resources at anytime. Improve communication via online newsletters, mass emails to customized recipient lists sent via Messenger Services, up-to date community alerts, and more.

Customize and Securely Publish Content: Since the application is totally self-editing and self-publishing, you can easily customize your site to fit your needs. The web platform offers the highest level of security for your site and community information, so you can trust that your information is always protected.

Integrated with Back-Office Information: The web platform seamlessly integrates with Castle's back-office systems to provide residents access to account information including current balance, account register, violations, architectural requests, service requests, payments, and much more.

Front Desk Management: Our front desk management solution provides a number of digital tools and reports to effectively manage access logging, package receiving/delivery and Shift/Pass Down logging.

Asset Management: With the combination of our database management system and our back-office ERP system, complicated and often time-consuming processes such as asset inventory, scheduled maintenance management, and work order management becomes a simple, organized procedure, allowing clear visibility to all necessary information just a mouse click away.

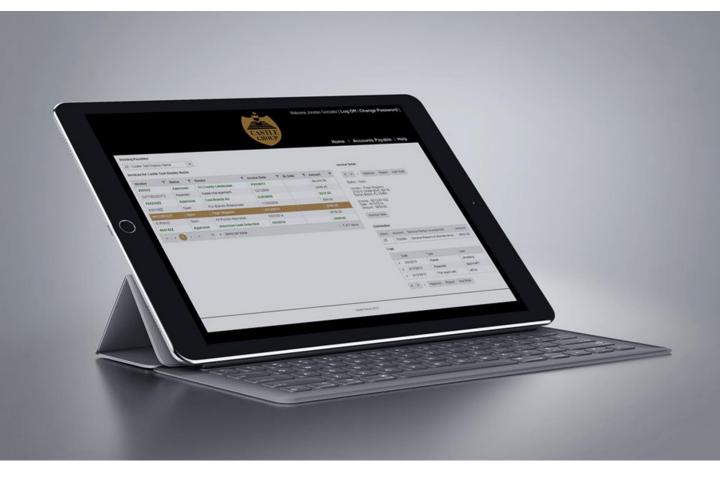
Digital Accounts Payable Management: Through our Castle *Click* portal, directors and the management team have the ability to digitally manage the accounts payable process from invoice review and approval to check processing.

Streamlined Violation Management: With our back-office systems ability to tie to mobile devices manned by the onsite team, the violation management process can be fully digital and highly automated.

Reporting: Through our back-office ERP solution, directors and the management team have access to a number of reports allowing for the analysis of information in all areas of operations. In addition to the "canned" reports provided by the software, Jenark's reporting system allows for customizable reports, fully compatible with Microsoft Excel in case further manipulation of the data is desired.







Castle Click

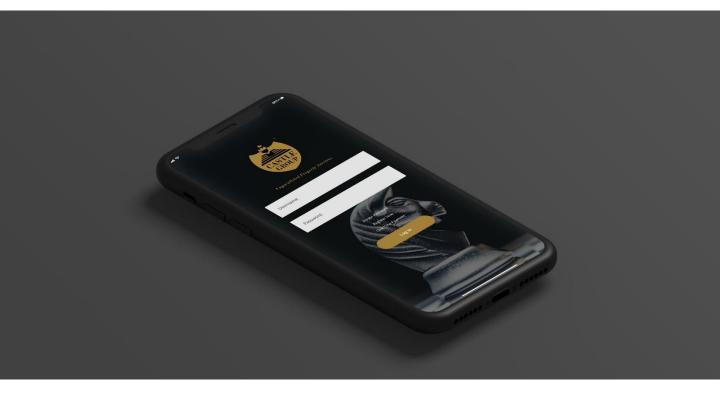
Castle *Click* is the most efficient and streamlined way for the Association to handle the accounts payable process. This free, easy, and secure tool allows Board members the ability to electronically approve invoices, facilitating the payment process.

Some of the benefits of using the online approval system are:

- It is 100% paperless, which allows you to authorize and approve invoices instantly;
- Email notification when invoices are ready for approval;
- Prevent late and duplicate payments;
- Access to all invoices 24/7, 365 days a year.

With no complicated systems or software to install, all that is required for the Association to join is the name and email address of 2 designated members of the Board, who will serve as the online approvers and a sample of the signature designated to be digitally printed on the checks.





Drawbridge

Drawbridge is poised to revolutionize the way residents and managers interact within their community. With just a few taps, residents can stay in the loop with community news, make dues payments, submit work orders, and much more. Drawbridge is designed to allow users to self-serve and save time by taking action from directly within the app.

Resident Features

- Central Newsfeed: Stay up to date with news relevant to you and your community with Community Manager notifications
- View Ledger & Make Payments: Quickly access your recent transactions and ledger to make dues payments with the tap of a button
- Resident Profile Management: Enjoy the freedom to update your preferred mailing address, phone number, and other contact information without having to contact your Property Manager
- Work Orders: Seamlessly create a work order or service request with the option to take live photos or upload from your camera roll

Transition



New Account Transition Process

Once the Management Services Agreement is signed, Venetian CDD enters into our Transition program. The most important thing for the Board of Supervisors to know is that Castle has extensive experience, a proven system, and standard operating procedures in place to ensure a smooth transition. Our dedicated Transition Team takes care of the entire process with no transition costs to the Association. This team is led by Castle's Director of Transition and will oversee the transition process and conduct periodic weekly visits to your community. The transition process typically takes 90 days and is broken into 3 distinct phases:

Pre-Launch: From contract signing until the official start date

Once an agreement is signed, a new account checklist is generated. This checklist tracks the 150 most critical items needed to ensure a seamless transition. This system ensures designation of task ownership, contains progress tracking metrics, and is utilized by the Transition Team during weekly progress meetings with our Executives.

During this stage, all of the accounting records are uploaded into Jenark and reporting is customized per the Board's direction. The primary focus of this phase is to gather all of the back-office documentation and set up the community in our system. This assimilation of data typically takes 30 days.

Another important component in the pre-launch phase is communication. Upon receipt of the resident roster, we mail a welcome letter to each owner in your community. The welcome letter is customized to the specifications required by Venetian CDD, notifying your residents that a change in management has taken place.

Launch: From official start date to day 30

The launch phase is comprised of the first 30 days that we are physically on the property. Our Transition Team will be on site to support the Manager in implementing Castle systems, policies, and procedures. The goal is to allow the General Manager and onsite team to focus on the residents and the Board of Directors while the Transition Team handles all things related to transition.

The General Manager will be provided with an Action List, which will be comprised of tasks related to documented areas of improvement, as well as inherited open tasks. With the Board's direction, the list will be prioritized. This initiative allows for the new staff to immediately begin making improvements and adding value to the facilities. The Action List will be updated regularly and sent to the Board of Supervisors on a weekly basis.

Transition



During the launch phase, the General Manager will work with the Board of Supervisors to obtain answers to the 200 most Frequently Asked Questions (FAQs) about your community.

This information will then be placed into a centralized database for our onsite and Resident Services staff to utilize. The team will be able to efficiently and accurately provide one-touch resolution to resident inquiries.

The community will be set up on any and all applicable automated systems including our accounts payable online processing system (Castle *Click*). In addition, as part of this process, Castle will challenge every line item in the Club's budget to determine where cost savings can be achieved without affecting service levels.

Transition: From day 31 to day 90

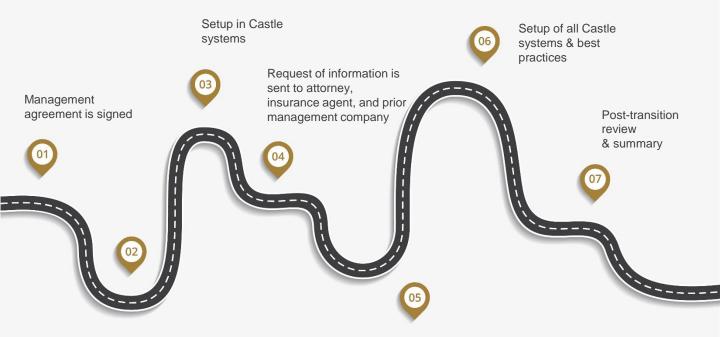
Throughout the transition process, our Home Office team conducts a thorough inventory of every document. This extensive process is essential in guaranteeing that your vital community history is preserved accurately. The information is then added into our Jenark system so that the General Manager has online access to all pertinent resident information.

The final phase of transitioning a new account occurs after we have been on site for 30 days. This is when quality control checks are completed in order to ensure that all systems have been implemented and are running smoothly.

This process is overseen by Castle's dedicated Transition Team. This team of professionals will work alongside the Board of Supervisors, your General Manager, and your Regional Director to ensure that your transition is handled effectively and seamlessly.



Roadmap



Introduction to Transition Team, success presentation, and startup document execution

Homeowner setup in Jenark (accounting system) & first communication is sent to homeowners from Castle Group

Proof of Insurance



CASTMAN-06

LSOLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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						PROPERTY DAMAGE (Per accident)		
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N					TSIAIGIE TEIS	297	
	ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mendatory in NH)	N/A				E.L. EACH ACCIDENT	5	
	If yes, describe under DESCRIPTION OF OPERATIONS below					EL BIBERGE EN EN ESTEE	8	
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and Crin Carr Coli Effe Jim Reti	icroption of operations / Locations / Vehicle information of operations of the company in the co	,	D 101, Additional Remarks Schedu	ale, may be attached if mor	e apace la requi	red)		
CE	RTIFICATE HOLDER			CANCELLATION				
					N DATE TH	DESCRIBED POLICIES BE CA HEREOF, NOTICE WILL B CY PROVISIONS.		
				AUTHORIZED REPRESE	NTATIVE			

ACORD 25 (2016/03)

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Proof of Insurance

	AGENCY CUSTOMER ID:	CASTMAN-06	LSOLER
	LOC #:	0	
COPD		71	

AGENCY Mami-Alliant Insurance Services, Inc.		NAMED INSURED Castle Management LLC 12270 SW 3rd Street #200 Plantation, FL 33325	
OLICY NUMBER EE PAGE 1		Plantation, FL 33325	
ARRIER	NAIC CODE	4	
EE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1	
DDITIONAL REMARKS		SEE PAGE 1	
HIS ADDITIONAL REMARKS FORM IS A S	CHEDULE TO ACORD FORM		
ORM NUMBER: ACORD 25 FORM TITLE			
Description of Operations/Locations/Norofessional Liability: Carrier: Scottsdale Indemenity Insurar Policy # EKI3359426 Effective Date: 1/1/2022-2023 Limit of Liability \$1,000,000 Retention \$50,000 Directors and Officers: Carrier Markel American Insurance Co Policy # MKLM2MML000499 Effective Date: 1/1/2022-2023 Limit of Liability \$1,000,000 Retention \$25,000 Certificate Holder is named as an Add	nce Company mpany	to General Liability.	

ACORD 101 (2008/01)

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Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMIDDIYYYY) 1/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCES Comp360, LLC FAX (AC, No): 863-646-3031 Exti: 863-646-3332 170 Fitzgerald Rd Ste 2 ADDRESS: info@comp360.com Lakeland FL 33813 NAIC # INSURER(S) AFFORDING COVERAGE INSURER A: BUSINESSFIRST INS CO 11697 CASTMAN-0 INSURED INSURER B Castle Management, LLC 12270 SW 3rd Street, Suite 200 INSURER C Plantation FL 33325 INSURER D INSURER F CERTIFICATE NUMBER: 1725411437 COVERAGES REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL SUBR TYPE OF INSURANCE POLICY NUMBER EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR MED EXP (Arry one person)

PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 5 100 POLICY. PRODUCTS - COMP/OP AGG \$ OTHER: COMBINED SINGLE LIMIT (Es accident) AUTOMOBILE LIABILITY 3 BODLY INJURY (Per person) ANY ALITO 5 OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BOOLY INJURY (Per accident) 5 PROPERTY DAMAGE (Per accident) 4 4 UMBRELLA LIAB OCCUR EACH OCCURRENCE 5 EXCESS LIAB AGGREGATE CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 521-20294 1/1/2022 1/1/2023 X STATUTE STA ANYPROPRIETORIPARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT | \$ 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more apace in required)

CERTIFICATE HOLDER CANCELLATION

PROOF OF COVERAGE C/O Castle Group 12270 SW 3rd St., Suite 200 Plantation FL 33325 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

E: N. H. D. O

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ACORD 25 (2016/03)

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VENETIAN COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

1.	Proposer: Castle Management LLC	/ / A Partnership
	[Company Name]	/x/ A Corporation
2.	Parent Company Name: PMG Holdings	/_/ A Subsidiary Corporation
3.	Parent Company Address:	
	Street Address 5401 N Central Expy, Suite 300	
	P.O. Box (if any)	
	City Dallas State TX	Zip Code 75205
	Telephone 1-800-808-4882 Fax no.	
	1st Contact Name John Carona	Title CEO
	2nd Contact Name	Title
4.	Proposer Company Address (if different):	
	Street Address 12270 SW 3rd St., Suite 200	
	P. O. Box (if any)	
	City Plantation State FL	Zip Code <u>33325</u>
	Telephone 954-792-6000 Fax no. 9	54-792-6928
	1st Contact Name <u>Craig Vaughan</u>	Title CFO
	2nd Contact Name Fiona DiDomenico	Title Regional President
5.	List the location of the office from which the prop	oser would provide services to Venetian CDD
	Street Address 6311 Atrium Dr., Suite 209	
	City Lakewood Ranch State FL	Zip Code 34202
	Telephone 941-251-5326 Fax	No. <u>941-492-6932</u>
	1st Contract Name Sean Foley	Title Regional Director
6.	Is the Proposer incorporated in the State of Florid	a? Yes (X) No ()

6.1	If yes, provide the following:
	1. Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes (x) No ()
	If no, please explain
	2. Date incorporated 10/27/09 Charter No. 61-1608997
6.2	If no, provide the following:
	3. The State with whom the Proposer's company is incorporated?
	4. Is the company in good standing with the State? Yes () No ()
	If no, please explain
	5. Date incorporated Charter No
	6. 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.
	the Proposer's company provided services for a community development district or similar nunity previously? Yes () No ()
7.1	If yes, provide the following:
What	7. 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. Due to confidentiality we do not disclose client lists for public record, but we have provided a number of references and would be happy to discuss further. t are the Proposer's current insurance limits?
Gene Auto Umb Work	ral Liability \$ 1,000,000 mobile Liability \$ 1,000,000 rella Coverage \$ 10,000,000 kers Compensation ration Date \$ 1/1/23

7.

8.

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 (x) 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 Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? 10. Yes () No (x) If so, where, and why? Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other 11. organization that has failed to fulfill job duties or otherwise complete a contract? Yes () No (X) If so, state name of individual, other organization and reason therefore. List any and all (including but not limited to both criminal and civil) litigation to which the 12. 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. N/A Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification 13. status by a governmental entity? Yes () No (x) If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. List three (3) current clients including contact persons and telephone numbers as well as their 14. length of service: Waterset HOA - (5 yrs) - Mr. John Innocenti, Treasurer - 813-785-3635 Islandwalk at the West Villages - (10 yrs) - Mr. Mike Wasylik, President - 614-271-3814 VillageWalk of Sarasota - (3 yrs) - Mr. Tom Cunningham, President - 941-400-7004

By submittal of a Proposal, Proposer confirms that Insurance Limits stated under Section 11 of

15.	List three (3) jobs (including company, contact person, and telephone number) lost in the			
	previous twelve (12) months and the reason(s) why:			
	Please find this information attached in the proposal package, as the space provided is not large enough to			
	to house the response.			
	·			

- 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. As a privately held company, we are sensitive to confidentiality when it comes to financials. However, we take transparency very seriously and can disclose that we experience year-over-year growth, and
- 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.

 Please find resumes within the proposal package.
- 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.

Sean Foley	Regi	onal Director	
Name	Posi	tion	
Operations	22	7 months	
Type of Work	Yrs. Exp.	Yrs. With Firm	
Fiona DiDomenico	Regi	onal President	
Name	Posi	tion	
Operations	22	12	
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.

Castle Management LLC	By:
Name of Proposer	Craig Vaughan, President
	[Type Name and Title of Person Signing]
	[Type Name and Title of Ferson Signing]
54	
This day of, 2022.	
	(Corporate Seal)
STATE OF Broward	
COLINTY OF BRAILIONS	
COONTI OF BIOMERICA	
Acknowledged before me by means of	physical presence or online notarization this
day of, 2022, by <u>raig</u> V	who is (/) personally know
to me or () has produced	as identification.
	Notary Public, State of Florida
UIII OLINA DO	Print Name: Angkarolina Delgado Commission No.: G6337917
MAROTAR CO	My Commission Funited 140(172 2022
T Comm Evnires	My Commission Expires: May 22, 2023
My Comm. Expires May 22, 2023 May 22, 2023	
No. GG331911	
My Comm. Expires May 22. 2023 No. GG337917 OUBLINE OF FLORING	
FOF FLUILING	
·/////////////////////////////////////	

END

CORPORATE OFFICERS

Company Name Castle Management LLC

Date 6/30/22

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

Provide the following information for Officers of the Proposer and parent company, if any.	Proposer and parent compai	ny, it any.	
NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
James Donnelly	CEO	CEO	Plantation, FL
Rob Donnelly	000	000	Plantation, FL
Craig Vaughan	President	President	Plantation, FL
FOR PARENT COMPANY (if applicable)			
John Carona	CEO	CEO	Dallas, TX
Patrick Brensinger	000	000	Dallas, TX
Jose Maldonado	СFО	CFO	Dallas, TX

AFFIDAVIT FOR INDIVIDUAL

State of	ss:
County of	<u> </u>
·	, being duly sworn, deposes and says that
contained herein are correct and true as of of false, deceptive, or fraudulent statemen	as concerning the qualification statement and corporate officers this date; and that he/she understands that intentional inclusion and this statement constitutes fraud; and will be considered constitute good cause for rejecting Proposer's proposal.
	(Proposer must also sign here)
Acknowledged before me by mean day of, 2022, by to me or () has produced	ns of physical presence or online notarization this who is () personally known as identification.
	Notary Public, State of Print Name: Commission No.: My Commission Expires:

(SEAL)

AFFIDAVIT FOR PARTNERSHIP

State of	ss:	
County of	. <u></u>	
an avveyer to the questions concerni	, being duly sworn, deposes ar	orate officers are correct and
true as of the date of this affidate decentive or fraudulent statements	vit; and, that he/she understands that is on this statement constitutes fraud; and astitute good cause for rejecting Propose	Intentional inclusion of false, I such action on the part of the
	(Signature of a General Partner	is Required)
day of . 2022, b	by means of physical presence or by as iden	_ who is () personally known
	Notary Public, State Print Name: Commission No.: My Commission Exp	

(SEAL)

AFFIDAVIT FOR CORPORATION

State of	Florida	ss:	
County of	Broward		
Crain (title) For	g Vaughan)	of
thank Lla	Hanagemen F. L	C democracy and save that the state	
the questions	in the foregoing concerning th	sworn, deposes and says that the state e qualification statement and corpora	ate officers are correct
and trip as a	f the date of this affidavit: and.	that he/she understands that intention tement constitutes fraud; and such actions to the state of the state o	mai inclusion of faise,
Proposer will	fraudulent statements in this statement is statement.	rejection of Proposer's proposal.	A .
rr	_	(¹	NL .
		(Officer must also sign h	ere)
		(Officer must also sign in	cic)
		CORPORATE SEAI	. ·
Ackn	owledged before me by means o	of _ physical presence or _ online t	notarization this
day of <u>July</u>	4, 2022, by has produced	who is as identificatio	n.
to me or ()	nas produced	d	<u> </u>
Š	WILLIAM DALLA	Notary Public, State of	orida
	TANKO E	Print Name: Ang Kato Commission No.: <u>6633</u>	1111 Delgaau
	My Comm. Expires May 22, 2023	My Commission Expires: 1	194 22, 2023
	No. GG337917		•
	OF FLORIDANIN		
		(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.

This sworn statement is submitted to Venetian Community Development District.

1.

2.	This sworn statement is submitted by Castle Management LLC
	[Print Name of Entity Submitting Sworn Statement] whose business address is 12270 SW 3rd Street, Suite 200, FL 33325
	and (if applicable) its Federal Employer Identification Number (FEIN) is 61-1608997
	(If the entity has no FEIN, include the Social Security Number of the individual signing thi
	sworn statement:)
3.	My name is Craig Vaughan and my relationship to the
	entity named above isPresident

- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, 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.

	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.)
	X 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.

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.

The person or affiliate was placed on the convicted vendor list. There has been a

(Please attach a copy of the final order.)

(Please attach a copy of the final order.)

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

7.

<u> </u>	ot been placed on the convicted vendor list. (Please describe the Florida Department of Management Services.)
any action taxen by or penuing with	W.L
	Date: July 1, 2022
STATE OF Horida COUNTY OF Broward	
day of July 1, 2022, by	of physical presence or online notarization this who is \(\infty\) personally knowr as identification.
to me or () has produced	as identification.
My Comm. Expires May 22. 2023 No. GG337917	Notary Public, State of Flonda Print Name: <u>ANAKAN lina Delgado</u> Commission No.: <u>GB337917</u> My Commission Expires: <u>May 22, 2023</u>
BLIOR OR OR OR OF THE OR O	

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.

1. Administrative and Management Services

- a. Manager shall direct, supervise, manage, and operate the Venetian 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:
 - 1. Workers' compensation insurance as may be required under applicable laws covering all employees, including employer's liability;
 - 2. Crime insurance coverage, including fidelity bond, with reasonable limits as agreed by District and Manager; and
 - 3. 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, consistent with the District's strategic direction.
- 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, tennis, and event reservations.

2. Overview of Club Facilities and Related Goals

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 sales, racquet restringing services, etc.
- d. Pickleball Courts (currently planned for construction)
- e. For the above facilities and related services, Manager shall provide Club amenities, programs and offerings that meet or exceed resident expectations, with initial and immediate focus on dining.
 - i. Ensure the District amenities offerings provide residents and non-resident members and guests with programs and activities that best suit the community's needs and desires.
 - 1. Each January, Manager shall conduct a survey of residents' views of the importance, effectiveness, and future needs of the District's amenities (to be performed by a professional source through the Manager).
 - ii. In conjunction with the above survey, enhance the Club experience by continuously improving the Manager's service to members and guests to achieve a high level of member participation and satisfaction.
 - 1. The Manager will generate and publish a monthly and cumulative usage report of club amenities. The report will include tennis, pickle ball, dining, and fitness.

- 2. Manager, in consideration with the District Board and its committees, will set user benchmarks, key performance indicators and goals for use of the Club facilities, programs and activities (taking into account seasonal variations).
- 3. Manager will review each October the District's amenity rules to determine if changes are needed to enhance user experience and/or to comply with federal, state, or local laws and regulations.
- 4. District will conduct a formal performance appraisal each Spring of the Manager.
- 5. Manager will perform a long-range cost/benefit analysis on the volume of outside use of the Club and its impact on member usage and satisfaction no later than September 1, 2022.

3. 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. The proposed budget is to be prepared by the Manager and delivered to the District by no later than April 15th. Once the proposed budget has been approved, Manager shall work with the Board of Supervisors of the District on a final proposed budget to be considered each year during the second Monday of the month of August each year.

- d. Manager shall deliver to the District Manager by 12:00 PM on the 18th day of each month, 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 month, 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. The District's Board of Supervisors and its authorized committees may further request that Manager provide additional information in compliance with Florida's public records laws.

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 Manager's Fee as set forth herein. 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.

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

Year 1 -	Management Fee (no payroll)	_dollars (\$ <u>24,000</u> _)
Year 2 -	Management Fee (no payroll)	_dollars (\$ <u>25,200</u> _)
Year 3 -	Management Fee (no payroll)	_dollars (\$_26,460_)

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):

Please see proposed staffing percent (25 %) breakdown in proposal package.

Name of Proposer:	Castle Management LLC				
Signature: _\frac{\begin{picture}}{4}.					
Print Name: Craig Vaughan					
Title: President					
Date: 7/1/22					

WE ARE PROUD TO OFFER OUR UNPARALLELED PROPERTY SERVICES TO YOUR COMMUNITY.

THANK YOU FOR YOUR CONSIDERATION.

SINCERELY,

JAMES DONNELLY
FOUNDER & CEO





RESPONSE TO VENETIAN COMMUNITY DEVELOPMENT DISTRICT'S REQUEST FOR PROPOSAL

FOR

AMENITY MANAGEMENT SERVICES

PREPARED FOR:

VENETIAN COMMUNITY
DEVELOPMENT DISTRICT
9530 MARKETPLACE ROAD, SUITE 206,
FT. MYERS, FLORIDA 33912

PREPARED BY:

BILL BOWER
SENIOR VICE PRESIDENT
BBOWER@THEICONTEAM.COM
239.220.3079

DATE OF ISSUANCE:

JULY 5, 2022

Venetian Community Development District Attn: Ms. Belinda Blandon District Manager Venetian Community Development District 9530 Marketplace Road, Suite 206 Ft. Myers, Florida 33912

RE: Venetian Community Development District Request for Proposal for Amenity Management Services

Dear Ms. Belinda Blandon and the Venetian Community Development District Board of Supervisors:

We appreciate the opportunity to present our professional management services offering for Venetian Community Development District's Venetian Golf & River Club. Our team is confident that we can partner together to help you achieve your goals for the Club and we are excited to provide you with the enclosed response to your committee's RFP.

Since last serving the CDD and River Club, ICON has continued to grow and has recently merged with Troon the worldwide leader in club and hospitality management. The opportunity to return to Venetian is especially motivating for our team due to the immediate positive impact we believe we can make together at the River Club. There is no better group to partner with to address the task at hand. We know and understand the operation and have the experience to successfully launch the new tiki bar and pickleball courts. Additionally, aligning with ICON, a Troon Company, will immediately signal to the residents a commitment to enhancing the amenities of the community. We see great opportunity to elevate the Venetian Community Development District's amenities and the community will benefit from our full suite of resources working alongside you.

We look forward to taking the next steps after you have had a chance to review the information provided and please do not hesitate to reach out with any questions. Sincere thanks for your consideration, and we are excited for the opportunity to partner with the Venetian Community Development District!

Best regards,

Bill Bower

Bill Bower Senior Vice President ICON

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EXECUTIVE SUMMARY



EXECUTIVE SUMMARY

We are excited about the opportunity to present you with details regarding our potential involvement with Venetian Community Development District and the reasons why we sincerely believe we would be your ideal partner for the management of the District's amenities. ICON's successful culture and our talented group of people is the foundation of our Company and has been the key to our success over the past 20+ years. Today, through our merger with Troon, we are a resource laden management organization with a corporate support staff of 500+ employees that is able to provide proactive support to ensure the Venetian Golf & River Club is successful for decades to come.

We have achieved significant growth over the years, which confirms that our personalized approach remains innovative and sustainable. Our client retention rate over the past five years is 93% overall, which tells us that our clients see value in being part of the ICON/Troon Family. Furthermore, we are proud to report that in 2020 we added more new management agreements than all our competitors combined! This quantifies just how much more frequently clients like you select Troon over the competition. Each client has the ability to choose their partner and they choose ICON & Troon because we continue to customize our approach to meet each client's individual needs. This is especially true with clubs such as yours and we would enjoy the opportunity to customize our approach for you to help create a sustainable future for the Venetian River Club.

Enclosed within this response to your RFP you will find comprehensive details regarding the resources we provide to our clients, our approach, and why we are the best partner for the Venetian Community Development District. In summary, the value proposition for engaging ICON revolves around the following themes:

• Relevant Experience Achieving Your Goals: ICON is proud of our track record of elevating clubs and communities to the stature that they aspire to. Some highlights from ICON's previous management of the River Club include: performed better than budget every year under ICON's management, total dues increase of only 3% over 6 years (½% increase per year on average), 58% Increase in F&B revenue (\$529,331 to \$836,735) since ICON assumed management of River Club, F&B revenue increased every fiscal year until COVID impacted operations.



- Community Development Districts: ICON currently manages more than 60 HOA's and with each one we are not only improving the service level for the residents, but also realizing operating efficiencies given that Troon is also the third-party manager of the club amenities. ICON has previous experience managing the River Club.
- Focus on "Venetian Golf & River Club Service": We acknowledge the importance of improving service and will integrate best practices and programming ideas from other clubs/communities we are privileged to partner with to ensure that we are delivering the desired dining experience.
- Operational Excellence: ICON and Troon are recognized as the industry leader in providing extraordinary member and guest experiences by delivering superior service and amenities.
- Unparalleled Experience Collaborating with Boards of Private Clubs/Communities: This is a critical time for Venetian Community Development District, and we are confident that aligning with ICON will best enable the community to be set on a sustainable path forward.

Club Operations

- Source a qualified GM and fill any vacant leadership positions
- Ensure there is clear direction, communication, accountability for all associates
- Implement a hospitality-centric Culture of Accountability across all areas of the operation
- Ensure associates are empowered and excited about the future (both for their careers and for the community) while being held accountable for expected results
- Tireless focus on driving Member satisfaction including a robust resident programming plan and developing adequate feedback platforms
- Establish proactive agronomic plan to minimize disruption going forward due to suboptimal green/turf conditions
- Continued focus on delivering a consistent and quality experience at the Culinary Center as COVID restrictions ease in 2022
- Integrate best practices with goal of elevating an active lifestyle across all amenities offered within Venetian Community Development District
 - o Including defining steps to deliver a "premier" member experience within the community



• Development of upkeep and preventative plan for community to ensure appropriate long-term maintenance levels are aligned with resident expectations

Solution

ICON and Troon have partnered with residential clubs for 30+ years with a thorough understanding of food and beverage operations and the approach needed to optimize performance at clubs and communities similar to the Venetian River Club. ICON does not subscribe to a "one size fits all" solution, as evidenced by the difference in operating models between our various properties. To be clear, all facilities share certain similarities which help to tailor the ideal operating model. ICON manages via an Annual Business Plan that is designed to achieve the desired service levels, efficiencies, and department-level operational benchmarks as approved by the Venetian Community Development District Board of Supervisors.

ICON operates with an ownership mentality. This mentality is apparent in the way we budget, operate, and advise our clients. We believe our role as Venetian Community Development District's partner and advisor requires a collaborative relationship whereby Venetian Community Development District has input, control and transparency into the operation. All costs, labor and expenses are direct operating costs, without markup, and approved by Venetian Community Development District as part of the annual plan and budget.

Conclusion

Venetian Community Development District has many attributes that significantly enhance the value of membership and reinforce the community lifestyle. Our philosophy in working with Venetian Community Development District will be to our goals are in lockstep and communication is open and honest. We are confident in our ability and excited to improve the member and resident experience while enhancing the image of the Venetian Golf & River Club. ICON can significantly improve financial performance and free up valuable resources to be used toward the continued growth and development of other community amenities.

We would also like to acknowledge that we have been in receipt of all addenda.



PROPOSER QUALIFICATION STATEMENT



VENETIAN COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

1.	Proposer:[0	agement Services Florida, Ll ————————————————————————————————————	A Corporation	•
2.	Parent Company Na	me: Troon Icon Holdings, LLC	✓ A Subsidiary Corporation Limited Liability	у СС
3.	Parent Company Ad-	_{dress:} 044 N. Scottsdale	Road, Suite 300	
	P.O. Box (if any)			
	City Scottsdal	e _{State} AZ	Zip Code 85254	
	Telephone (480)	606-1000 Fax no. (48	30) 606-1010	
	1st Contact Name		Title	
	2nd Contact Name	8=	Title	
4.		Address (if different): 40 64 East, Suite	220	
	P. O. Box (if any)			
	_{City} Bradento	n _{State} FL	Zip Code 34208	
		747-7261 Fax no. (9		
	1st Contact Name	Bill Bower	Title Sr. VP	
	2nd Contact Name	Simon Coulls	Title Sr. VP	
5.		he office from which the prop	ooser would provide services to Venetian CDD.	
	_{City} Bradento	n _{State} FL	Zip Code 34208	
	Telephone (941)	747-7261 _{Fax}	No. (941) 747-7202	
	1st Contract Name	Bill Bower	Zip Code 34208 No. (941) 747-7202 Title Sr. VP	
6.		porated in the State of Florid		

	6.1	If yes, provide the following:			
		1. Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes No			
		If no, please explain			
		2. Date incorporated 6/8/2007 Charter No. L22000178527			
	6.2	If no, provide the following:			
		3. The State with whom the Proposer's company is incorporated?			
		4. Is the company in good standing with the State? Yes () No ()			
		If no, please explain			
		5 Data incorporated Charter No.			
		5. Date incorporated Charter No			
		6. 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	e Proposer's company provided services for a community development district or similar unity previously? Yes \(\sqrt{No} \)			
	7.1 If yes, provide the following:				
		7. 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?				
	Auton Umbr Worke	1,000,000 1,00			

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) N/A The state(s) where barred or suspended N/A 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 V If so, where, and why? N/A Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other 11. organization that has failed to fulfill job duties or otherwise complete a contract? Yes No V If so, state name of individual, other organization and reason therefore. N/A 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. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification 13. status by a governmental entity? Yes No V If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. N/A 14. List three (3) current clients including contact persons and telephone numbers as well as their length of service: Treviso Bay Golf & Country Club (2016-Present): Chris Sandel, Vice President (917) 709-5888 The Meadows Country Club (2019-Present): Philip Boyle, President, (617) 686-7482 The Colony Bay Club (2017-Present): Rick Solum, President (612) 205-5913

By submittal of a Proposal, Proposer confirms that Insurance Limits stated under Section 11 of

- List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
 LaMorada at Naples, Ed Pysa Vice President, (239) 300-3762 / Change made in conjunction with developer turnover
 Bonita National Golf & Country Club, Steve Riggs VP, (239) 770-2200 / Change made in conjunction with developer turnover
 Corkscrew Shores, Bob Stiles Treasurer, (651) 587-9725 / Change made in conjunction with developer turnover
- 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. Troon is a privately held company and we do not disclose our financial statements. We do attest that we are financially stable and well capitalized.
- 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.

Bill Bower	Sr. VI	D	
Name	Posi	tion	
Operations Management	28	14	
Type of Work	Yrs. Exp.	Yrs. With Firm	
Alan Peters	Direc	tor of Culinary Service	
Name	Posi	tion	
Hospitality - Chef	34	10	
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.

Icon Management Services Florida, LLC	By: M. Non
Name of Proposer	710
	Jeffrey L. Hansen, Secretary
	[Type Name and Title of Person Signing]
This 15t day of July , 2022.	
	(Corporate Seal)
STATE OF Arizona COUNTY OF Maricopa	
Acknowledged before me by means of K	physical presence or online notarization this
to me or () has produced	who is (K) personally known as identification.
GABRIELLA MONTAGNINO NOTARY PUBLIC - ARIZONA PINAL COUNTY COMM # 595906 My Comm. Expires Jan. 12, 2025	Notary Public, State of Arizona Print Name: Gabriello Montagniko Commission No.: 595906 My Commission Expires: 740, 12, 2025

END

CORPORATE OFFICERS

Company Name	lcon Management Services Florida, LLC
--------------	---------------------------------------

Date

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

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
Ruth E. Engle	President & CFO		Scottsdale, AZ
Jay M. McGrath	Vice President		Scottsdale, AZ
Jeffrey L. Hansen	Secretary		Phoenix, AZ
FOR PARENT COMPANY (if applicable)			,
Ruth E. Engle	President & CFO		Scottsdale, AZ
Jay M. McGrath	Vice President		Scottsdale, AZ
Jeffrey L. Hansen	Secretary		Phoenix, AZ

AFFIDAVIT FOR CORPORATION

State of	Arizona	_ ss:	
County of	Maricopa	-,	
Jeffrey 1	L. Hansen		
(title) Secretary			of
the Icon Manager	ment Services Florida, LLC		
the questions and true as of deceptive or fi	in the foregoing concerning the qualithe date of this affidavit; and, that he	deposes and says that the statements and answer fication statement and corporate officers are cookshe understands that intentional inclusion of ficonstitutes fraud; and such action on the part of Proposer's proposal. (Officer must also sign here)	rrect alse,
		CORPORATE SEAL	
Ackno day of Jul to me or () h	, 2022, by Jeffrey L	ysical presence or online notarization this _ Hansen who is (×) personally kn as identification.	s* lown
	OFFICIAL SEAL GABRIELLA MONTAGNINO NOTARY PUBLIC - ARIZONA PINAL COUNTY COMM # 595906 My Comm. Expires Jan. 12, 2025	Notary Public, State of Arizona Print Name: Gabriella Montagn. Lo Commission No.: 595906 My Commission Expires: Jan. 12, 2025	

(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 Communit	y Development District.

2.	This sworn statement is submitted by Icon Management Services Florida, LLC
	[Print Name of Entity Submitting Sworn Statement]
	whose business address is 5540 64 East, Suite 220, Bradenton, FL 34208
	and (if applicable) its Federal Employer Identification Number (FEIN) is 26-0395188
	(If the entity has no FEIN, include the Social Security Number of the individual signing this
	sworn statement:)
3.	My name is Jeffrey L. Hansen and my relationship to the
	entity named above is Secretary

- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, 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), <u>Florida Statutes</u>, 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.)

	placed on the convicted vendor list. (Please describe orida Department of Management Services.) Date: 7-1-2022
STATE OF Arizona COUNTY OF Maricopa	
Acknowledged before me by means of α p day of July, 2022, by	bhysical presence or online notarization this _\bigs_\text{S}^\text{T} \\ \bigs_\text{L. Hansen} who is (\$\nabla\$) personally known as identification.
OFFICIAL SEAL GABRIELLA MONTAGNINO NOTARY PUBLIC - ARIZONA PINAL COUNTY COMM # 595906 My Comm. Expires Jan. 12, 2025	Matulla Matlague Notary Public, State of Arizona Print Name: Abbriella Montagnino Commission No.: 595 900 My Commission Expires: Jon 12, 2025

PROPOSAL FORM



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 Manager's Fee as set forth herein. 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.

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

Year 1 -
$$\frac{8}{2}$$
 - $\frac{7}{2}$ dollars (\$120,000)
Year 2 - $\frac{6}{2}$ - $\frac{9}{2}$ dollars (\$122,400)
Year 3 - $\frac{8}{2}$ - $\frac{7}{2}$ dollars (\$124,948)

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):

wages and not a tringe benefit).
percent (19 %) Base
24% FT Employees with Health Ins
Name of Proposer: I CON Management
Signature: Sug
Print Name: Bill Bower
Title: Sr. VP
Date: 7/1/2022

INSURANCE CERTIFICATE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/25/21

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

tr	is certificate does not confer rights t	o the	certi	ficate holder in lieu of su							
PRO	DUCER				CONTAI NAME:	Bob Pre	ovost				
PROVOST ASSOCIATES LLC					PHONE (A/C, No, Ext); (480)477-0448 FAX (A/C, No); (480)477-0648						
10	002 N 38th St				E-MAIL .						
Phoenix, AZ 85028											
ЕП	Oellix, AZ 05020				INSURER(S) AFFORDING COVERAGE				NAIC#		
NAUDEO					INSURER A: The North River Insurance Company				21105		
Troon Golf, L.L.C.						INSURER B:					
						INSURER C:					
15044 N. Scottsdale Rd.						INSURER D :					
Suite 300						INSURER E :					
	Scottsdale, AZ 85254				INSURER F:						
COVERAGES CERTIFICATE NUMBER:						REVISION NUMBER: AVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOR					
IN CI	DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY CCLUSIONS AND CONDITIONS OF SUCH	EQUIRI PERTA	EME AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN ED BY	Y CONTRACT THE POLICIE	OR OTHER S DESCRIBE	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO	WHICH THIS	
NSR LTR	TYPE OF INSURANCE	ADDL S	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s		
	COMMERCIAL GENERAL LIABILITY						January Control of the Control of th	EACH OCCURRENCE	\$		
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
								MED EXP (Any one person)	\$		
								PERSONAL & ADV INJURY	\$		
1.5	GEN'L AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE	\$		
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$		
	OTHER:								\$		
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$		
	ANY AUTO							BODILY INJURY (Per person)	\$		
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$		
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
	ASTOS SHET					32		I CI BUCUEIII	\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	-	
	DED RETENTION \$							AGGILLOATE	\$		
	WORKERS COMPENSATION							X PER STATUTE OTH-	Ų		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A 406-733465-7			07/01/20		07/01/21		Ф	1,000,000	
Α	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			406-733465-7		07/01/20		E.L. EACH ACCIDENT	\$		
	If yes, describe under					E.L. DISEASE - EA EMPLOYEE			1,000,000		
-	DÉSCRIPTION OF OPERATIONS below	-						E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Workers Compensation Insurance for employees of Troon Golf, LLC											
CERTIFICATE HOLDER						CANCELLATION					
Evidence of Insurance						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
					Authorized Representative Robbi J Aravet						

RESPONSE TO RFP SECTION 14. MISCELLANEOUS



RESPONSE TO RFP SECTION 14. MISCELLANEOUS

VENETIAN RIVER CLUB HIGHLIGHTS (2016-2021)

- Performed better than budget every year under ICON's management
- Total dues increase of only 3% over 6 years (½% increase per year on average)
- 58% Increase in F&B revenue (\$529,331 to \$836,735) after ICON assumed management of River Club
- No Management fee increase since inception of contract
- F&B revenue increased every fiscal year until 2020 year due to the impact of COVID-19
- ICON maintained a separate employee group for River Club employees in order to provide enhanced Health Insurance benefits desired by the CDD
- Interim on-site corporate support during management transitions of key staff (General Manager, Executive Chef)
- Developed customized accounting reports that integrate with the CDD Managers financial reports
- Financial Reports consistently issued prior to the 15th of the month
- Procurement discounts including food purveyors, fitness equipment, supplies, restaurant equipment, etc.
- Successful and under budget facility renovation in 2018
- Project Management: several maintenance projects previously outsourced taken on by in-house staff resulting in significant savings
- Regular F&B sanitation inspections conducted by ICON Culinary Director
- Staff certified in CPR, Alcohol TIPS, ServSafe



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.

ICON MANAGEMENT STAFF BIOS

Bill Bower CAM, CCM, PGA Senior Vice President

- Experience in Current Position 14 Years
- Corporate Responsibility
 - o Strategic Direction
 - o Operational Account Oversight (Includes Venetian)
 - o Fort Myers Office Operations
 - o New Business Acquisition
- Additional Years of Relevant Experience 15+ Years

Bill has over 25 years of experience in Club and Community management. He has extensive experience leading and managing multiple club operations as well as facility renovations and new construction. Bill began his experience in amenity management at the Robert Trent Jones Golf Trail, and followed that experience by serving as Senior Manager for 10 years with the Bonita Bay Group, a Bonita Springs based developer where Bill was an integral part of the team that established the Bonita Bay Group's amenities management division. In 2008, after his tenure with the Bonita Bay Group, Bill established Vision Golf & Association Management which managed HOA's, country clubs, golf clubs, and marinas for master-planned communities throughout Southwest Florida. In 2018, Vision Golf & Association management was acquired by ICON Management where Bill serves as a Sr. Vice President. Bill is a graduate of Indiana University, he and his wife Heather have three children, Claire, Luke, and Caleb.



Jason Warren

Regional Director of Accounting

9 years Accounting & 5 years Accounting Operations Management Experience in Hospitality, Service, Club, and HOA industries specializing in team management and policy and procedure improvement & implementation.

- Oversee all of accounting personnel associated with Pelican Preserve.
- Assist with policies and procedures between on-site staff and accounting personnel at Icon South ensuring efficient communication and cooperation.
- Work with on-site personnel and the Board to facilitate accurate budgeting and forecasting.
- Review and comment on monthly financials and reconciliations along with the General Manager and Senior Vice President.
- Monitor and Communicate any accounting guidelines that may effect the financials of Pelican Preserve.
- Assist with investment and banking options to ensure the monies are secure for the present and future success.
- Discuss financials strategies and implementation with Treasurer of the Board.
- Attend Financial review meetings when requested.

Alan Peters

Director of Culinary Services

- Experience in Current Position 8 years
- Corporate Responsibility
 - o Weekly training call with all chefs
 - o Safety/Sanitation Inspections, Compliance Training, Certifications
 - o Vendor Negotiations/Purchasing
 - Support Special Events
 - o Inventory Control
 - o Kitchen/Restaurant Concept Design
 - o Train and Assist all F&B Staff
 - o Costing/Benchmarking to Ensure COGs are Sufficient
 - o Recipe/Menu Design
 - o Licensing Administrator
- Additional Years of Relevant Experience 25+ years



Alan has over 30 years of experience in Food and Beverage management encompassing Hotels, Theme Parks, Colleges/Universities, Health Care Facilities, Independent Restaurants, and Country Clubs. He has extensive knowledge in developing new restaurant concepts, construction of new restaurants, as well as designing full service commercial kitchens and bars/cocktail lounges. Alan is an excellent multi tasker, with the ability to manage several high priority projects simultaneously. Prior to joining ICON Management in 2014 as an Executive Chef, Alan was employed at Walt Disney World as a Catering Chef for 15 years where he not only learned the value of excellent guest service and employee relations, but was also instrumental in developing cost saving purchasing programs as well as a comprehensive HACCP (Hazard Analysis Critical Control Points) food safety program. Prior to Alan's tenure at Walt Disney World, he enjoyed employment at some of the finest restaurants, hotels and Universities in Pennsylvania. Alan consistently partners with vendors to obtain the best possible pricing structures for consumable and non-consumable goods, and has an excellent working knowledge of contract negotiations. Alan currently resides in Naples, FL, and has two children, Alex and Andrew.

Stacey Magown

Human Resources Director

- Experience in Current Position 2 years
- Corporate Responsibility
 - o Provides support and assistance to all employees for employment related matters
 - Payroll
 - Health insurance
 - 401k
 - Timekeeping
 - FMLA
 - ICON policies
 - o Resource to our management team for consulting on topics such as staffing, performance, compensation and employee counseling.
 - o Liaison between the club and our vendor partners for payroll, benefits and workers compensation.
- Additional Years of Related Experience 25+ Years



Stacey has over 25 years of experience in Human Resource management. She has experience leading and managing multiple teams of consultants in Human Resources, Benefits and Payroll Administration. Stacey began her career in payroll administration in the Professional Employer Organization industry at Staff Leasing, now TriNet. Throughout her tenure at TriNet, she gained experience assisting customers of all sizes and industries with their payroll, benefits and human resource related needs. In 2012, Stacey had the opportunity to join Workforce Business Services as their Vice President of Benefits and Client Retention. In this role, she broadened her knowledge on employee benefits administration and retirement plan compliance. Stacey lives in Bradenton with her husband KB and daughter, Reagen.

Other Key ICON Team Members

- Wes Miller President
- Nate Griffin Racquet Sports
- 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.

With prior experience managing Venetian Golf & River Club, we have an understanding of the staffing levels that are appropriate to operate the Club in the most effective and efficient manner.

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.

Included in the Proposer Qualification Statement section of this submittal package (page 11).

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.

Included in the **Insurance Certificate** section of this submittal package.



E. Completed copies of all other forms included within the Request for Proposals.

Included in the **Proposer Qualification Statement and Proposal Form** sections of this submittal package.



CANDIDATE PROFILE



OVERVIEW OF ICON

Club Operations

ICON's management approach is centered upon creating extraordinary guest experiences by delivering superior service, amenities and playing surfaces. In order to consistently achieve these results, we are committed to hiring and training quality associates, implementing our proprietary ICON Operating Standards and providing an unparalleled depth of expertise from our experienced team of corporate resources.

HOA Management

ICON's Operating Standards are the result of a comprehensive facility-level analysis of the criteria for superlative guest service from our own facilities and other industry leading firms in the hospitality and service industry. This well-integrated proprietary approach to facility management provides the foundation for hospitality-centric HOA management that we provide to communities. In every community in which we provide HOA management services, the residents benefit from the implementation of a Culture of Accountability in which the Community Manager and supporting staff manage the day-to-day operations with the goal of delighting the residents versus just completing tasks. Each community also realizes operating efficiencies (both in process and labor) when ICON is engaged to manage both the HOA and club operation.

Food & Beverage

Our proprietary Food & Beverage Standards ensure that ICON's high level of quality remains consistent and our formula for success includes extensive corporate support through delivering extraordinary guest experiences, to both ala carte and event patrons. In addition to the operational resources provided within ICON's club management services, ICON will harness our design and development services that are specifically tailored to help clubs reimagine and refresh existing foodservice facilities, as well as develop new foodservice opportunities

Procurement

Longstanding vendor relationships ensure our clients enjoy access to a procurement network of preferred brands, suppliers, distributors, service providers and industry professionals. The portfolio's buying power is leveraged to negotiate best in market terms, service and pricing for



our valued clients on items such as maintenance equipment, golf cars, merchandise, food & beverage supplies, technology systems and more. Collectively, we save our clients millions of dollars annually through savings achieved as a result of participating in this voluntary program.

Human Resources

ICON provides comprehensive human resources for all of our associates, without the use of consultants or an employee leasing company, which can commonly add costs to the operation. The collective experience of our associates is unparalleled in the industry, allowing our scale to ensure the most competitive and comprehensive benefits for our employees. Associates are recruited, hired and trained utilizing the most professional processes in the business, based on the importance of our people and their role in the success of each facility.

Finance & Accounting

We deliver financial oversight and expertise, offering centralized coordination of accounting, payroll and financial reporting, creating important efficiencies for our managed clubs without the use of consultants. Weekly, monthly, quarterly and annual reports are provided to our clients, ensuring that important operational decisions are being made based on current information, not by solely looking in the rear-view mirror for answers. ICON is constantly forecasting and analyzing the operational performances of our clubs to ensure we are doing everything in our power to achieve each club's financial goals in a proactive manner.

Information Technology

Our Information Technology Team is involved in the evaluation, design and installation of complete information technology systems. The team evaluates each club's technology needs and makes recommendations for optimum efficiency. Our national account purchasing arrangements with hardware and software suppliers enhance the benefits of procuring these operating systems. We work with each client to ensure they are on the cutting edge of modern technology by offering fully integrated property management solutions.

Risk Management

ICON managed clubs receive the economic and service benefits of the industry's only dedicated in-house risk management team. We seek out the most appropriate and competitive insurance coverages, while ensuring the implementation of each policy, all designed to minimize risks across the board. These services typically represent a significant



savings on insurance premiums, while at the same time providing broader and deeper coverages.

Legal & Compliance

Many times, standalone clubs are left on their own in terms of legal matters, forced to trust their on-site leaders and/or hire expensive external counsel for their expertise. ICON's services encompass access to our legal team, which can include the review of documents and contracts to ensure that each club's best interests are being considered.



ICON'S MISSION, GUIDING PRINCIPLES & COMPANY CULTURE

Mission

ICON's Mission is to Consistently deliver Genuine service in a Professional manner.

Guiding Principles

ICON's Guiding Principles consist of the following:

- We have a passionate dedication to quality, financial performance and the development of our associates.
- We provide an unparalleled experience to our guests and members through personalized service, consistency and uncompromising attention to detail.
- We constantly strive to exceed the expectations of our guests, members and owners.
- We continuously redefine superior service and operational excellence through the implementation of best practices and by embracing customer and associate feedback.
- We provide a positive work environment, training and career opportunities for our associates.
- We deliver optimal financial results for our owners and partners.
- We conduct all of our business dealings with integrity and respect.
- We embrace and respect differences among our associates, members, guests and owners.

Company Culture

We believe in a "Strengths Based" approach to management and finding the best suited career for the individual (not just providing a job). We are proud of the culture we've created and our quality high leaders show that we are the employer of choice in the club management space. The following are the key tenets that create our culture:

- Committed to our values of high integrity, ethics and transparency "Everyone makes mistakes, so let's learn from them"
- Drives a culture of fun, collaboration, support and inclusion
- Committed to diversity regardless of gender/national origin/race, etc. multiple female leaders in organization (CFO, SVPs, VPs, Directors, GMs, etc.) + diverse backgrounds, multiple nationalities, etc.



- Focused on delivering results for our clients vs. attributing blame/protecting silos
- "All Hands on Deck" when needed everyone from the top down pitches in
- Committed to succession planning to ensure long-term viability of the Company and ensure we continue to properly serve our clients
- Associates are encouraged to grow and promotions from within are a priority
- Culture of accountability (own your results/mistakes/wins), but also provide guidance and support to all associates Our People are our Success
- Belief in corrective action vs. knee-jerk reactions to issues
- It's about growing people, providing them with a great environment to work in, helping them achieve their best, while being happy doing so Associates are a top priority!
- Committed to supporting our field experts and making THEM successful
- Highly committed to our client's goals, quality execution and enriching lives (associates, guests, members, clients)
- Talent Development Believe in providing opportunities to those who are just as passionate about our clients, company and industry This results in multiple promotions annually, a path for career growth and results in attracting great talent
- Transparency Plain and simple Own it!

Those who have joined our team from other organizations have mentioned regularly that very little of what is described above was present in other organizations during their past experiences. They feel valued as an active part of our growing team and our corporate offices are representative of this, with open and accessible plans, including spaces to share a meal, converse and/or unwind.



ADMINISTRATIVE AND MANAGEMENT SERVICES



ASSOCIATE DEVELOPMENT & EMPLOYMENT PLATFORM

Training and Development

The goal of the ICON Learning & Development Team is to provide all managed properties with the resources and training required to meet their goals and visions for the future. We accomplish this by educating and strengthening the associates and leadership base within each property through interactive hands-on training along and additional electronic resources.

Our areas of expertise include:

- Creating a culture of hospitality
- Strengths Based Leadership
- Managing and communicating across generations
- Leadership skills and coaching
- DiSC communication styles
- Building teamwork
- Improving communication
- Implementing employee recognition

We believe the development of leadership skills and culture is most important, but we also provide job specific training in F&B (both FOH service training and BOH training), Operations, Agronomy and more. A robust training program is also available consisting of the following services:

- New Hire Orientation
- Manager & Leadership Training
- F&B Training
- Jonas Club Software
- Technical/Skills Development
- FLSA Categorization/Review
- 24-Hour Employee Hotline



Recruitment

We encourage associate growth and look for ways corporately to demonstrate a career growth plan for those on our team that want it. Job postings are shared weekly and these result in great flexibility for our associates to move and take on new challenges worldwide. Associates participate in rotational opportunities where they move between clubs on a seasonal basis. This benefits the associate and also the clubs as they know what the skills and expertise of the associate are. We are fortunate that due to ongoing recruiting efforts, strong brand and industry relationships, we are able to recruit across multiple platforms. These efforts are supported by our Corporate Recruiter and entire HR Team. Some of the sources we use to attract and retain the best and brightest in the industry include:

- Active internal postings by the Recruiting Office
- Industry Relationships PGA/CMAA
- Industry and property referrals
- Partnerships with colleges Florida State, Alabama and others
- Strong Industry Reputation Leads to unsolicited requests from credentialed leaders who want to join the Troon Family
- Career Events PGA Minority Career Fair, College Career Fairs and other recruiting opportunities

It is our expectation that the majority of the associates currently working Heritage Ranch will want to retain their jobs. That said, we do acknowledge that some of the current leadership team might desire to instead remain with the current management company and as a result transfer to another property. Should that be the case, Venetian Community Development District will benefit from ICON's breadth of associates and we will assist with placing interim replacements (either locally from other Troon-managed clubs, or from another club that is entering a slower time of the year). This ability to draw on a much larger talent pool will be to the benefit of Heritage Ranch both in the immediate as the transition takes place, and ongoing thereafter

Healthcare Benefits

In addition to the Associate Development Services, ICON provides healthcare benefits for qualifying associates on the Troon Employment Platform. Associates receive access to a variety of benefit plan options, including group and voluntary plans. All Club Associates would be grandfathered for years of service and will be immediately eligible for benefits. We offer eligible



associates a number of benefit programs, including Medical coverage (Cigna and Kaiser Offerings), Dental coverage, Vision coverage, Flexible Spending Accounts - Health, Flexible Spending Dependent Care Accounts, Basic Life Insurance, Accidental Death & Dismemberment Insurance, Voluntary Life Insurance, Short-Term Disability, Voluntary Accident and Voluntary Critical Illness.

Staff Retention & Turnover Rates

We acknowledge that there is concern both within the associates and residents about the job security post transition. Our intent is to embrace all associates, currently employed by Venetian Community Development District, who want to continue to work at Venetian Golf & River Club. That being said, if there are associates that the Venetian Community Development District Board of Supervisors do not want to continue employment, the transition from management companies is the recommended time to make the separation.

Generally speaking, most (~90%) of associates remain with ICON post transition. The reasons for associate turnover fall into the following buckets:

- Failure to pass E-Verify (rare when transitioning from another management company)
- Voluntary resignation/departure
- Involuntary separation (typically a small %)
- Seasonal layoffs (based on timing of transition)



FOOD AND BEVERAGE



FOOD AND BEVERAGE

The function of ICON's food and beverage services is to provide each facility with high-quality products, training for superior guest service and oversight of labor and cost of sales, through education and implementation of strategic purchasing alliances to increase member, guest and owner satisfaction.

Within the private clubs managed by ICON, the food and beverage operation is viewed primarily as an amenity critical to member/resident satisfaction. Our goal is to drive utilization while delivering consistent food quality and service levels. We recognize that in many of these situations, profitability of this amenity is not the driving force. With that said, we still seek to drive as much value as possible within the fiscal parameters set forth.

We drive member utilization through continued updates to all menus, with concentration on upgrading and changing menus to be more contemporary and in sync with industry trends and guests' needs. Additionally, we mentor food and beverage managers in all aspects of their field and advise facility owners to ensure compliance with all County, State and Federal food codes.

How ICON does it:

- We do the basics right
- We believe quality drives satisfaction
- We know our members
- We have a "whatever it takes attitude"
- Service happens inside the company as well as outside
- We have a "moments of truth" focus in our operations
- We recover skillfully from the inevitable blunders
- We see management as a helper and supporter

ICON's philosophy regarding food and beverage consists of customizing each dining experience, commensurate with the personalized culture at each individual facility. Our proprietary Food and Beverage Standards ensure that ICON's high level of quality remains consistent and our formula for success includes extensive corporate support through delivering



superior service and training, diverse menu selections, stringent cost controls, proven programs and innovative special events.

Staffing Levels

Anticipated staffing levels for food and beverage, with consideration to seasonal and business level requirements, are dictated by both budget and forecast. ICON has benchmarks for staffing levels that directly coincide with revenues within specific outlets: snack bar, bar, restaurant, beverage cart, banquets and culinary associated with each outlet.

Customer Service

Food and beverage customer service is critical to success. Programs enforce standardization and consistency of training, as well as performance expectations and skills. Our Restaurant Service Philosophy is that service in all cases should flow elegantly and comfortably. Efficiency, without rushing the guest, is the key. The idea is to let the guest know that all their needs can be fulfilled promptly.

Service of the Public and Handling Complaints

Attentive service consists of training teams to anticipate the needs of the guests by actively concentrating and executing the service standards and procedures set by the corporate and property management. By creating positive impressions through a "can do" attitude of the property team, instilled by corporate and property management, we are able to personalize each and every contact with members and guests. The members and guests have chosen to patronize the restaurant, personalization and attention to detail through training creates the "feeling" of making the right choice. Through ongoing training, our teams make sure that all member and guest contact is positive and any issues that may arise are resolved immediately. Our teams will be in tune with their guests, thus giving themselves the opportunity to see a potential problem and taking action to tactfully "head it off" and prevent the issue or complaint to arise. By giving our teams the autonomy to handle problems that occur we turn the problem into an opportunity to deliver the best possible experience to our members and guests.

A complaint about the food will usually occur when you check back with the table after serving it. This is one of the reasons why it is so important to stop by the table shortly after serving the food (two minutes or two bites). The guests have the opportunity to relate any problems



about the food at this time, and you have the opportunity to solve the problem quickly. The following points of procedure should be considered when handling complaints:

- Active Listening
 - o In order to solve a problem, you have to know what the problem is. To find out what the problem is, you have to listen to the guest's complaint and the details of the complaint. This way, you assure the guest that you will take care of that right away while maintaining your courteous attitude and steering the conversation to an acceptable solution.
- Offering and Executing an Acceptable Solution
 - o Some solutions you offer the guest are simple and obvious, while other solutions will require a decision based upon what the house policy is regarding the type of complaint. It is imperative to offer the appropriate solution to the particular complaint. Whether it is the server or the manager offering the solution, keep in mind that the solution must be one acceptable to the guest and that guest satisfaction is never forgotten. Always check back with the guest to see if the solution is acceptable after its execution.



SPORTS COURTS, SPA AND WELLNESS



SPORTS COURTS, SPA AND WELLNESS

SPA AND WELLNESS

ICON & Troon's growth, particularly in private clubs and communities, has resulted in having oversight responsibility for more than just golf courses and dining venues. Today, we manage 1,650+ Tennis/Pickleball/Padel Courts, 140+ pools & aquatic centers, Pools & Aquatic Centers, 110+ Fitness Centers, and 20+ Spas. Like with the other disciplines of club management, the team at Venetian Golf & River Club will benefit from having visibility within our portfolio of how other clubs are keeping their programming "fresh" and relevant to their constituents. Peer feedback is ongoing and encouraged.

TENNIS

Troon's commitment to racquet sports was solidified in 2018 with the acquisition of Cliff Drysdale Tennis (CDT). The addition of CDT provides industry leading expertise, resources and support to the racquet sports departments of our managed clubs. CDT works alongside the management team at each ICON/Troon club to ensure the racquets staff is aligned on the goals of the club and providing maximum benefit and satisfaction to members and guests. CDT strives to develop, promote and teach new programs that bring more people to the game and is committed to providing excellent service both on and off the court. The entire team works tirelessly to exceed the expectations of our clients, members and guests. We also honor Cliff Drysdale's place in tennis history by promoting a racquets culture, while providing unparalleled customer service and world-class programming at each of our facilities. CDT is one of the largest employers of teaching professionals in the U.S. and has created a best-inclass network of education, training and support. It has been proven in other communities that aligning with Cliff Drysdale for the tennis operation will increase awareness and help drive home sales as the Cliff Drysdale brand resonates within the 55+ tennis community. Additional benefits of CDT include:

- Access to tennis industry leaders' expertise, resources, training and support
- Professional development for the tennis pro staff
- Online court reservations and POS option through an existing industry partnership
- Added benefits for members via benefits through the CDM Experience Progra



• Reciprocal benefits at 10+ resort locations (to include The Ritz-Carlton Key Biscayne, Omni Amelia Island Plantation, Mauna Lani, An Auberge Resort, and the Inn at Perry Cabin)



SYSTEMS AND PROCESSES



FINANCE AND ACCOUNTING SERVICES

We provide operational oversight and expertise, offering centralized coordination of accounting, payroll and financial reporting, creating important efficiencies for our clubs without the use of third parties or consultants. Weekly, monthly, quarterly and annual reports are provided to our clients, ensuring that important operational decisions are being made based on current information and not by solely looking in the rearview mirror for answers. Our team is constantly forecasting and analyzing the performances of our clubs to ensure we are doing everything in our power to achieve each club's financial goals in a proactive manner.

Regional Controller Oversight

We deliver the support through our Regional Controller team who oversees a team at the Club. Areas of focus include future planning, operational analysis using key performance indicators, GAAP technical knowledge, expertise of controls to mitigate risk and software training. The Regional Controller team utilizes benchmarking data to identify trends and develop strategies, with a focus on long-term viability. Examples include club debt analysis, forecasting, F&B analysis, capital expenditure planning and more. The Regional Controller implements policies and procedures designed to ensure that timely and accurate financial reports are being delivered. This service includes a second layer of review of all departmental income statements and balance sheet reconciliations. The Regional Controller collaborates with the General Manager to identify significant variances from budget and analyzes trends in financial results. We partner with the on-site management team throughout the budget and forecast processes and integrate fully into the operations by supervising the day-to-day accounting function, including hiring, training, evaluating and managing the accountant. This level of support also provides contingency planning in the event that the on-site accountant is absent for any reason.

Controls and Compliance

Services included within this component are performed by our centralized internal audit function. Internal audit personnel from the Company's centralized accounting group perform periodic audits of managed facilities. Based upon the results of the audit, the Club receives recommendations for new standard policies and improved internal control enhancements related to operational and accounting processes. Additional services include a periodic review



of financial performance, benchmarking analysis, periodic mass communication related to best practices and standards and access to proprietary financial templates.

Shared Accounting

Shared Accounting is ICON's centralized property accounting service offering, which can be opted for in lieu of utilizing an on-site property Controller or Accountant. ICON provides our managed clubs with a cost effective and reliable option to manage their day-to-day accounting operations, which includes day-to-day accounting transaction processing, accounts payable management, and facilitation of the complete month-end close process culminated by the issuance of the final financial statement package. In cases where applicable, it is necessary to have personnel onsite to handle the Accounts Receivable function. Processes related to maintaining Receivables are not currently included in our services. Our standard processes are designed with suitable internal controls and proper segregation of duties to ensure our customers' assets are fully safeguarded. The Shared Accounting team takes care of contingency planning for our clubs as it relates to the financial reporting. The team-based approach provides for multiple layers of oversight and boasts a system designed with highly effective internal controls, as well as offering a number of resources that possess the necessary technical expertise to solve any issue presented.



RISK MANAGEMENT PROGRAMS

Our organization has the most comprehensive risk management and insurance program in the golf business, including the industry's only dedicated in-house risk management team. Their role is to ensure that state-of-the-art risk management policies and practices are implemented at managed facilities, in order to minimize risks and exposure to the operations. Our team works directly with resort portfolio operators, providing ICON and its clients with the highest level of expertise. Beyond creating a comprehensive property and casualty insurance program, the team works in conjunction with our corporate Human Resources Department and facility management personnel to ensure OSHA compliance and the implementation of applicable safety training and workers compensation programs.

Property and Casualty Insurance

Our Risk Management Team seeks out the most appropriate and competitive insurance policies and coverages, delivering a hospitality-oriented program that provides comprehensive, broad and high limit coverages with low deductibles at what is typically a significant savings against what can otherwise be procured on a stand-alone basis. Participation has historically shown an average savings of 10% on property and casualty insurance premiums.

Safety Training

We work diligently to develop and monitor safety programs at each managed facility. We have developed effective yet easy to manage safety programs designed to keep all associates engaged in working safely. Our safety program consists of monthly safety training for associates, departmental safety inspections, safety committee meetings and safety scorecards. We implement 12 required safety training topics with an additional 46 optional topics tailored to meet specific facility needs. All safety training materials, as well as the information and forms necessary to implement and maintain an effective safety program, are available on the ICON Intranet and provided to our facilities at no cost.



Risk Management Intranet Resource

Our Company Intranet is a tremendous resource for risk management programs and it's available to our managed facility leaders. It contains all of the OSHA required material, safety training and worker's compensation information. In addition, the risk management team prepares workers safety webcasts available on the Intranet.



FULL COSTING



MANAGEMENT SERVICES TERM SHEET VENETIAN GOLF & RIVER CLUB

JULY 1, 2022

MANAGEMENT SERVICES

ICON's responsibilities consist of managing the daily operations the Club and it's amenities. This includes the operation and promotion of the clubhouse activities, food and beverage, racquet sports, lifestyle programming, accounting, human resources, and fitness center. Specific details include the following:

- Club Operations ICON will continually monitor and evaluate the service experience at the Club to ensure the most successful standards and best practices are being applied.
- Food and Beverage ICON's food and beverage team works to make sure the offerings of the Club are in line with the Owner's service and fiscal goals. This is achieved through assessing the staff, flow of the kitchen, guest experience, menu analysis, ingredient sourcing, equipment, cost controls and more. In addition, RealFood is an extension of ICON's corporate Food and Beverage team and available to provide support as needed.
- Staff and Human Resources ICON will manage all staff members on behalf of the Association. Our turnkey management solution will focus on staff training, development, motivation and career development. We truly believe that the success of the Club starts with a successful team.
- Payroll and Benefits When Club associates migrate to ICON's employment platform, ICON is responsible for the processing of payroll and employee benefits administration.
- Accounting ICON's corporate accounting team is responsible for the accurate and timely oversight of the Club's financials, compliance with GAAP, variance review with on-sight personnel, future planning, operational analysis using key performance indicators and internal audit expertise of controls to mitigate risk and safeguard assets.
- Risk Management and Legal Using all reasonable efforts, ICON's legal and risk
 management teams are responsible for Club compliance regarding legal and insurance
 requirements. ICON will also evaluate current insurance costs of the Club and explore
 whether a migration to ICON's insurance platform would be beneficial to the
 Association.



• Cliff Drysdale Tennis – Managed clubs utilize the skills and experience of industry experts to employ the tennis teaching staff, providing dedicated support for all racquet sports. Specific benefits consist of increased member satisfaction, training, staff professionalism, plus dedicated sales, marketing and revenue support.

INITIAL TERM AND RENEWAL

The Initial Term shall begin on August 1, 2022 and conclude on July 31, 2025. The Initial Term, or then current renewal period, shall be renewed upon mutual agreement for three (3) year periods unless either party delivers written notice to the other that the agreement shall not be renewed.

MANAGEMENT FEES

A Lump Sum Manager's Fee for all Amenity Management Services as set forth in the Scope of Work of the RFP shall consist of the following:

- Year 1 (8/2022 7/2023): \$120,000
- Year 2 (8/2023 7/2024): \$122,400
- Year 2 (8/2024 7/2025): \$124,848

The percentage burden to be added to wages paid onsite employees to cover all payroll taxes and fringe benefits shall be 19% Base and 24% Full-Time Employees with Health Insurance.

TERMINATION PROVISIONS

Performance Termination

Beginning at the end of the second (2nd) full Fiscal Year of the Term and continuing for the remainder of the Term (or any renewal period), the Association shall have the right to terminate the Agreement, without the payment of a termination fee or penalty, on not less than seventy-five (75) days prior written notice, if, in each of the two (2) previous consecutive Fiscal Years, Gross Operating Profit does not equal or exceed 85% of the budgeted Gross Operating Profit for such Fiscal Years.



PROCUREMENT

Goods, supplies, equipment and services, may be purchased through ICON's portfolio-wide procurement program. A portfolio access fee may be retained by ICON in exchange for the provision of such purchasing services; these are based on aggregate portfolio buying thresholds and NOT on any property specific purchases. The Club receives all associated discounts related to the procurement program and the procurement program is voluntary.

TRAVEL

We provide operational and management support from our corporate team, requiring the Club to pay a portion of the costs associated with corporate staff visiting the Club. We work to keep costs to a minimum and combine trips to share the travel cost among multiple facilities. Given the proximity of Venetian Golf & River Club to ICON's regional office in Palm Beach Gardens, we anticipate that reimbursed travel expenses will be minimal.

ANNUAL PLAN

ICON will collaborate with Board of Supervisors to establish an annual plan, inclusive of financials, capital needs, staffing models, objectives and strategies. The Board of Supervisors has final approval, and it is the responsibility of ICON to execute the Annual Plan and report back accordingly to the Board (at a minimum) via monthly Board meetings.

ASSOCIATES

All applicable Club Associates shall become ICON Associates at the Commencement Date.



PROCUREMENT SERVICES

Longstanding vendor relationships ensure our clients enjoy access to a procurement network of preferred brands, suppliers, distributors, service providers and industry professionals. The portfolio's buying power is leveraged to negotiate best-in-market terms, service and pricing for our valued clients on golf operations items such as maintenance equipment, golf cars, merchandise, food & beverage supplies, technology systems and more. Collectively, we save our clients millions of dollars each year through the savings achieved as a result of participating in this voluntary program.

Given our scale and position within the industry (now providing management services to over 680 locations around the world), all clients of ICON/Troon benefit from buying power that is rarely matched. In purchasing operating supplies, operating equipment, inventories and services for the Club, we may utilize our purchasing procurement services and/or other group buying techniques involving other affiliated facilities, provided that the cost thereof shall be competitive with that which would be charged by non-affiliated third-party vendors. A rebate or other fee may be retained by Troon in exchange for the provision of such purchasing services, which are based on aggregate portfolio buying thresholds and not on any property-specific purchases. The clubs receive all associated discounts related to the procurement program and once again, the program is voluntary.



<u>Vendor Name</u> <u>Category</u>

2 UNDR Retail
Adidas Retail
Ahead Retail

AirComm Radios Agronomy

Allen Brothers Food & Beverage

Aloe Up Retail
AM&E Retail

Anheuser Busch Food & Beverage

Antigua Retail

Ballantine's Food & Beverage

BASF Agronomy
Bayer Chemcial Agronomy

Beam Suntroy Food & Beverage
Bev Spot Food & Beverage

Black Clover Retail

BOLS Food & Beverage
Boston Beer Company Food & Beverage

Branded Bills Retail

Brown-Forman Food & Beverage

Bugatchi Retail
Bushnell Retail
Callaway Retail
Callaway Apparel Retail
Camelbak Retail

Casamigos Food & Beverage Chef Works Food & Beverage

Club Car Operations

Club Glove Retail
CMC Retail



<u>Vendor Name</u> <u>Category</u>

Columbia Sportswear Retail
Corkcicle Retail
Cutter & Buck Retail
Daphne's Headcovers Retail

Demitri's Gourmet Mixes Food & Beverage

Devereux Retail
Dunning Retail

E&J Gallo Food & Beverage

ECCO Retail

Ecolab Food & Beverage
Edrington Food & Beverage
Edward Don Food & Beverage
Entegra Food & Beverage

FP Pro Retail

ESD Waste@Water Agronomy
Evergreen Turf Covers Agronomy
EZ-GO Operations

Fairway & Greene Retail

Foley Grinders Agronomy

FootJoy Retail Full Turn Direct Retail Garb Retail Gear Retail GG Blue Retail Glove It Retail Greg Norman Retail Greyson Clothiers Retail

GT Golf Supplies Operations
Harrell's Agronomy



<u>Vendor Name</u> <u>Category</u>

Hydro Flask Retail
IBKUL Retail
Imperial Retail

Innovative Dispensing Solutions Food & Beverage
Jackson Family Wines Food & Beverage

Jamie Saddock Retail
JoFit Retail

John Deere Agronomy
Johnnie-O Retail

Landmark Golf Course Products Operations

Levelwear Retail
Lie & Loft Retail
Lucky in Love Retail
Luxottica (Oakley) Retail
Maui Jim Retail

MillerCoors Food & Beverage

Mizzen + Main Retail
Nexbelt Retail
Nike Retail
Ogio Retail

Par West Turf Agronomy

Pepsi Food & Beverage PepsiCo Food & Beverage

PG Golf Operations
Phat Scooters Operations

Physicians Endorsed Retail
Polo Retail

Powell & Mahoney Craft Cocktail Mixers Food & Beverage

Prestige Flag Operations



<u>Vendor Name</u> <u>Category</u>

Prestwick Golf Group Operations

PRG Americas Retail

ProAct Food & Beverage

Proximo Food & Beverage

Pukka Retail
Puma Retail

Rainbird Agronomy
Range Servant Agronomy

Red Bull Food & Beverage Remy USA Food & Beverage

Resourceful Bean (Bamboo tees) Operations

Royal Cup Coffee Food & Beverage

San Soleil Retail

SCNS Sports Food & Beverage

Seamus Golf Retail

Shot Scope Operations
Sierra Pacific Agronomy
Simplot Agronomy
Site One Agronomy

Sofibella Retail

Specialty Cigars Food & Beverage

Spirit Leatherworkds Retail
Sport Haley Retail

Srixon Retail
Stance Socks Retail

Sterling Cut Glass Retail

Stitch Golf Retail

Straight Down Retail
Sun Mountain Retail



<u>Vendor Name</u> <u>Category</u>

Sundog Eyewear Retail
Sunice Retail
Swannies Retail

Syngenta Agronomy

Sysco Food & Beverage

Tail Retail

taskTracker Agronomy

Team Effort Retail

Tees Please Operations

Theragun Retail
Titleist Retail

Tito's Food & Beverage

Toro Agronomy

Travis Mathew Retail

TriMark Food & Beverage
Trinchero Family Estates Food & Beverage

Tru Turf Agronomy
Turf Hound Agronomy

Turtleson Retail
Under Armour Retail

US Chemcial Storage Agronomy

US Foods Food & Beverage

Wallaroo Hats Retail

Watertronics Agronomy

Winston Collection Retail

Yamaha Operations

Zero Restriction Retail





Distinguished Board Members,

I want to take a moment to thank you for taking the time to review our proposal. This proposal is the result of a combination of in-depth analysis of your RFP, available data, many property visits, and Rizzetta's *long* history with your community in various capacities.

While we believe the proposal, as written, is the best blueprint for success at The River Club and for the residents of The Venetian community, it is merely an outline and can be revised as you, the board, wishes. Salaries, staffing, and responsibilities are all amendable to ensure budgets, expenditures, and expectations are managed to The Venetian's satisfaction and ultimate success.

As you will read, we have partnered with Sterling Spoon, a culinary management and staffing company, with years of proven success in restaurant management. Sterling Spoon operates a diverse array of restaurants, including Marlow's Tavern, Market Street Café, and Ruth Chris Steakhouse. They bring top notch management experience with potential new opportunities for your community including online ordering and home delivery options, if requested. Personally, in my twenty-plus years in hospitality management in hotel asset oversight, I have grown to know and respect their leadership team.

We have also partnered with Tennis Connection as an *optional* add on to our proposal. You will find their information at the end of this packet. With decades of tennis pro experience, Tennis Connections is led by USPTA Elite Professional Certified Dave Freiman. Recipient of the 2020 USPTA Division Industry Excellence Award Dave leads a team of USPTA certified instructors specializing pro shop management, training, education, and events for all ages. As you research Dave you will find he has a proven track record of success in many communities like your own.

Rizzetta understands the distressed environment The River Club has been allowed to become due to the management of another amenities management team, and I want to reassure you that we are posed to make improvements and have a member of division leadership available and onsite *day one*.

We also know it will take time to "turn the ship around" but have begun to anticipate the challenges ahead if you select us. We have begun to create a hiring pool of internal applicants and have already opened positions externally to ensure a pool has been created there.

In closing, as you review our proposal, I would like to remind you that you already know us. Michael Rodriguez, Keith Livermore, Cathy McAvoy, and Belinda Blandon and I are all representative of the service and professionalism Rizzetta provides, and the thirty-six years of experience we bring with us.

See you July 11th.

Yours in Service,

Lucianno Mastrionni

Director, Community Services

Venetian Community Development District



Proposal for Amenity Management Services

Presented by: Rizzetta & Company, Inc.

3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813.514.0400

rizzetta.com



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About Rizzetta & Company

COMPANY INTRODUCTION:

Rizzetta & Company, Inc., is a Florida-based professional community management and consulting firm that provides services to residential and commercial communities throughout the state of Florida. With over 35 years in the industry, Rizzetta & Company, Inc., is staffed with highly experienced managers and support staff. Each of our eight offices throughout Florida has a team of employees with diverse backgrounds, both personally and professionally, who provide the highest quality services to our clients.

We provide professional expertise in five primary areas – District Services, Association Services, Community Services, Information Technology Services, and Real Estate Services to both Community Development Districts and Community Associations.

- **District Services**: As one of the largest Community Development District Management firms in the state of Florida, we provide professional management for over one hundred Districts throughout the state of Florida.
- Association Services: We provide professional licensed portfolio and onsite management for over 180 Homeowners, Condominium and Commercial Property Owners Associations in Florida. That currently accounts for over 30,000 units in associations that will have near 40,000 total units at build out.
- Community Services: Community Services has two practice areas of expertise; Amenity Services and Landscape Inspection Services. These services are offered to Community Associations and Community Development Districts and can be customized to fit theneeds of a community.



COMPANY HISTORY:

Rizzetta & Company, Inc., was founded and incorporated in 1986 in Tampa, Florida by William Rizzetta. The original focus of the company was to provide professional financial consulting services for Community Development Districts in association with issuance of municipal bonds.

As the company's reputation for excellent work and customer service grew, the practice expanded over the next thirty years by adding related services which resulted in todays "Full Service" organization. Below is a timeline of our growth through our first thirty years:

- 1986 Rizzetta & Company, Inc. was founded.
- 1992 Collection agent services were added for Community Development Districts to support the process of bond repayments.
- 1996 Community Development District Management services were added.
- 1998 As a natural counterpart to District Management, Association Management was introduced.
- 2008 Seeing a growing need for amenity services at the request of various clients, our Amenity Management Services division was created.
- 2009 In addition to the growing Amenity Management Services, the need for additional landscape oversight led to adding our Landscape Inspection Services.
- 2011 With the departure of various companies from the marketplace, Continuing Disclosure services were added to provide various compliance reporting for Districts and Bondholders.
- 2013 Due to the recession, some Districts were in fiscal crisis and required the formation of Special Purpose Entities to manage them through these times. Our firm was asked to take on many of these projects as an additional service.
- **2016** Rizzetta & Company, Inc. celebrated its 35th anniversary and continued growth with the opening of two new office locations in Citrus Park and Riverview.

For more information, please visit our company website at www.rizzetta.com.



OFFICE LOCATIONS:

CORPORATE (14 Team Members)

PANAMA CITY BEACH (2 Team Members)

3434 Colwell Av. Suite 200

Tampa, Florida 33614 Phone: (813) 514-0400 Fax: (813) 514-0401

120 Richard Jackson Boulevard

Suite 220

Panama City Beach, Florida 32407

Phone: (850) 334-9055 Fax: (850) 334-9062

ASHLYN PARK (22 Team Members) RIVERVIEW (29 Team Members)

5020 W. Linebaugh Av. Suite 240 Tampa, Florida 33624

Phone: (813) 933-5571 Fax: (813) 935-6212

9428 Camden Field Parkway Riverview, Florida 33578 Phone: (813) 533-2950 Fax: (813) 935-2922

FORT MYERS (4 Team Members)

9530 Marketplace Road Suite 206 Fort Myers, Florida 33912 Phone: (239) 936-0913 Fax: (239) 936-1815

ST. AUGUSTINE (13 Team Members)

2806 North Fifth Street **Unit 403** St. Augustine, Florida 32084 Phone: (904) 436-6270 Fax: (904) 436-6277

ORLANDO (15 Team Members)

8529 South Park Circle Suite 330 Orlando, Florida 32819 Phone: (407) 427-2471 Fax: (407) 472-2478

WESLEY CHAPEL (27 Team Members)

5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544 Phone: (813) 994-1001 Fax: (813) 994-2100



Our Commitment to Industry and Community

Being a leader in District Management means always being aware of industry related developments and sharing that knowledge with our peers. We support and encourage the continuing education of all staff by providing the resources needed for staff to attend classes and conferences. Rizzetta & Company holds memberships in the following professional organizations:

- Association of Florida Community Developers (AFCD): AFCD's mission is to provide a leadership role in the creation of quality community development and the formulation of a responsible approach to the planning and development of Florida's future.
- CFO Exchange Group (CFOx): CFO Exchange Group (CFOx) is a protected, thought leadership, member-driven intelligence organization for top finance executives of Florida's small to mid-sized companies. CFOx empowers Florida's leading finance executives by providing a secure environment to cultivate relationships and interact with peers in the exchange of ideas, best practices, and experiences, and serve as a sounding board for technical and business matters.
- Community Associations Institute (CAI): CAI provides education, tools and resources to people who govern and manage homeowners' associations, condominiums, and other planned communities. All Rizzetta & Company's Community Association Managers are members of CAI. In addition, Rizzetta & Company is a Chapter Sponsor of the Community Associations Institute.
- Florida Association of Special District (FASD): The mission of the Florida Association of Special Districts is to unify and strengthen special purpose government through education, the exchange of ideas and active involvement in the legislative process.
- Florida Government Finance Officers Association (FGFOA): The FGFOA was founded in 1937 and serves more than 2,700 professionals from state, county, and city governments, special districts, and private firms. The FGFOA is a professional resource that provides opportunities through education, networking, leadership, and information.
- Florida Nursery, Growers, and Landscape Association (FNGLA): The association represents all walks of the industry--foliage, woody ornamental, citrus nurseries, floriculture producers, interior-scapers, retailers, allied suppliers, and landscape professionals. Landscape contractors, landscape designers, landscape architects and the like now have an association targeting their needs. Government representation & monitoring, professional education and marketing projects encompass just some of the services provided by FNGLA to members and the industry.



- International Society of Arboriculture (ISA): Through research, technology, and education, the International Society of Arboriculture promotes the professional practice of arboriculture and fosters a greater worldwide awareness of the benefits of trees.
- Pasco Alliance of Community Associations (PACA): PACA was created in April 2007 to help Community Development Districts (CDDs), Homeowner Associations (HOAs), and Condominium Associations (CAs) with internal and external problems by having a synergistic effect.
- Tampa Bay Builders Association (TBBA): The TBBA is a trade organization, which works diligently to fulfill its mission by providing important services to enhance the building industry in Pasco, Pinellas, and Hillsborough Counties. It is affiliated with the Florida Home Builders Association and the National Association of Home Builders and dates to 1946.
- The Northeast Florida Builders Association (NEFBA): At NEFBA, we are proud to hold the status of the state's largest builders association. Backed by our 70-year-history of networking, community outreach and industry development, NEFBA's primary goal is to improve the quality of life for the citizens of Northeast Florida.
- The Greater Tampa Chamber of Commerce: The mission of the Greater Tampa Chamber of Commerce is to serve members and enhance the community by building business success. The chamber offers educational and networking opportunities, leadership development programs and government advocacy to protect and advance the interest of Tampa's business community.
- Urban Land Institute, Tampa Bay (ULI): The mission of the Urban Land Institute
 is to provide leadership in the responsible use of land and in creating and sustaining
 thriving communities worldwide.
- Visit Tampa Bay: The mission of Visit Tampa Bay is to create vibrant economic development for our community by collaboratively increasing visitation to Tampa Bay.



Our People

Rizzetta & Company prides itself on the experience and dedication of its collective staff. When you engage Rizzetta, you have a combined group with hundreds of years of experience at your service. Each team member is carefully selected, subject to criminal background check which scan local, county, state and federal databases for their present and previous residences spanning the prior 7 years. Sex offender, fraud and abuse registries are then searched, and verifications made that there are no current wants or warrants for the individual. Civil records are searched and with prior employment rigorously verified. Lastly, all Rizzetta personnel are required to pass a 5-panel drug screening prior to being offered a position with us.

Bill Rizzetta is the founder and President of Rizzetta & Company and has been responsible for the overall operation of the firm for over 35 years. In that time, he participated in the establishment and management of over 150 Community Developments Districts in Florida which issued over \$3 Billion in bonds in over 250 separate transactions and managed over 170 Homeowners Associations.

He received his bachelor's degree from the U.S.F. College of Engineering and his M.B.A. From U.S.F. School of Business. He has been qualified as an expert witness and provided testimony in bond validation hearings in circuit court; administrative hearings conducted by the State of Florida, local public hearings required for establishment of CDD's and the levy of special assessments and litigation regarding impact fee assessments.

He built Rizzetta on emphasizing the importance of giving back to the community and financially supports a variety of organizations including The Spring, Joshua House, Meals on Wheels, Athletes & Causes, Tampa Bay Heroes, and the Shriners. He previously served on the Board of Directors of the Tampa Lighthouse for the Blind and currently serves on the Board of Directors of the Jason Ackerman Foundation.

Bob Schleifer is the Chief Operating Officer tasked with overseeing all operational areas of the Rizzetta companies including District Services, Association Services, Landscape and Amenity Services, Information Technology, Human Resources and Marketing. Over his 30+ years in business he has gained broad experience in real estate (management, acquisition, site selection and tenant prep), information technology (software and database development, administration, procurement, and infrastructure design), manufacturing engineering, electrical (hardware) design, statistical analysis, logistics, law enforcement, market research and political consulting.

Bob received his B. S. in Electrical Engineering from the University of Minnesota Institute of Technology and his M.B.A. from U.S.F. School of Business with a concentration in Information Systems. Bob is a veteran of the United States Army Military Police Corps.



Heather Russel is our Vice President of Operations where she is responsible for contract management and compliance, staffing, customer service, business development and corporate association matters. Prior to her current position, Heather served for 17 years as the Director of Community Association Management, overseeing a team of management and support personnel.

Prior to joining Rizzetta Heather held positions as a portfolio Community Association Manager, an on-site manager and a Florida licensed real estate associate. She is a designated Association Management Specialist (AMS), Certified Manager of Community Associations (CMCA), is a Florida Licensed Community Association Manager (LCAM), and a Florida Notary Public.

Scott Brizendine is the Vice President of Operations after beginning his employment with Rizzetta in 2005. While starting as District Manager he has evolved to overseeing the writing of assessment methodology reports for bond issuances, refunding's, and restructures; authoring Statement of Estimated Regulatory Costs reports for establishment and amendment petitions; oversight of assessment roll processing and compliance responsibilities as Dissemination Agent and Disclosure Representative.

Prior to joining Rizzetta Scott worked in the Finance Department of the Walt Disney Corporation providing services in cash management, account reconciliation and financial reporting. He holds a bachelor's degree in Finance from Florida State University and is a licensed Community Association Manager and a Notary Public and graduate of the Leadership Tampa Bay Class of 2018.

Melissa Dobbins is a Regional District Manager for Rizzetta & Company and is responsible for oversight of St. Augustine office. Ms. Dobbins started with Rizzetta & Company, Inc. in 2006 as a District Manager in our former Daytona Beach office.

Prior to joining Rizzetta & Company, Inc., Ms. Dobbins worked as an Education Administrator/Assistant Director in the post-secondary and university levels of academia for over 6 years. Ms. Dobbins' responsibilities included program development, training, evaluation, fiscal management, remediation, and retention. She created safe, professional, and fair environments by instituting quality control management and strategic leadership tactics. Ms. Dobbins holds a B.A. in Business Administration from University of Florida. Following completion of her undergraduate work, Ms. Dobbins went on to obtain her M.A. in Education Administration from University of Florida. She is also a Licensed Community Association Manager and a Notary Public in the State of Florida.

Kaitlyn Gallant is the Manager of District Accounting Services for Rizzetta. She started Rizzetta in 2006 as a Construction Accounting Clerk and has progressed to her current role where is responsible for all facets of district accounting, including preparation of financial statements, processing accounts payable and construction requisitions, reconciliation of bank statements, recording and collecting assessments, completing annual audits, and all other accounting processes that periodically require attention.

Kaitlyn received her bachelor's degree in International Business and Economics from Fitchburg State University in Massachusetts. As part of her coursework, she studied abroad in London, England.



About Our Amenity Management Services

Mission Statement

Others manage contracts, we manage relationships.

Our Amenity Management offers an extensive menu of amenity management services for both Community Development Districts and Community Associations.

Our amenity management services are customized and cost effective to meet our client's needs. We offer creative and diverse programs which include numerous activities for both children and adults. We currently manage over twenty-five amenity facilities throughout Florida. The Amenity Services division was created in 2008.

Why Rizzetta& Company Amenity Services is the Best in the Business:

<u>Managing Relationships:</u> Rizzetta & Company Amenity Services focuses on relationship management, not just contracts. While working on behalf of our boards to implement and oversee policies, enhancements, and enforcement, we understand resident expectations and work to manage and exceed what residents expect.

<u>Training and Certification:</u> While we know we have the best trained managers in the business, we can prove it. All managers undergo a thorough two-week training process beginning in a regional office with a division manager. Dedicated training managers oversee the new leader's progression with multiple progress testing throughout advancement in multiple training stages. Once training has completed, a final certification test is administered by division leadership and must be passed before the candidate can be allowed to move into a Clubhouse Managers role.

<u>Metrics:</u> While other companies may state they know what is happening property level, none can back that up. We can. Whether finances, property conditions, or division leadership presence on site, we measure everything and make it available to our boards.

<u>Accountability:</u> Beginning in 2022 we implemented a grueling 160-point based inspection to critique our managers performance. This inspection sets the standards for our managers against which they are consistently critiqued. All aspects of their responsibilities are measured: conditions of facilities, fiscal management and file retention, human resource policies, procedures, and compliance, and even communication with their respective board members.



<u>Divisional Leadership Support:</u> Our team of division leaders have one responsibility: support our managers. All communities are visited and inspected multiple times each month by one of our upper-level team leaders. This not only ensures we are consistently involved with our communities, but that our leaders have the support they need. These visits are tracked and benchmarked, with inspection documentation retained.

<u>Engagement:</u> While we know our managers are available for our board members, so is their leadership team. As a standard for division leadership, we are actively in communication with each board to ensure that we remain available to them. Each month, leadership engages different board members in our communities and invites them to meet for one-on-one discussions about their expectations and how our team is performing. You always have our attention.

<u>Backed by Experience:</u> Rizzetta & Company Amenity Services division leadership has over 50 years of combined customer service experience, with the majority of that in clubhouse management. Our division leadership team knows what it takes to be successful in a community. The division itself is supported by the Rizzetta name. Bill Rizzetta was part of the team that created Florida's first Community Development District. With over 35 years of experience, Rizzetta is the best in the business. From accounting to vendor management, Amenity Services manages all relationships knowing we have the best experience, knowledge, support, and expertise Rizzetta has to offer.

Please see our complete listing of amenity management services below:



Pre-Opening Services



Onsite Management Services



Recreation Management Services



Lifestyle Programming and Activities



References



Carrie Macsuga, Chairman

Panther Trails Community
Development District
Gibsonton, Florida

Email: macsuga.cdd@gmail.com

(813) 644-7095

Length of service: 11 years.

Bill Boutin Jr., Chairman

The Groves Community Development District Land O' Lakes, Florida Email: seat5@thegrovescdd.org (813) 995-2832

Length of service: 13 years





Doug South, Chairman

Bexley Community Development District. Land O' Lakes, Florida doug.south@brookfieldpropertiesdevelopment.com (813) 491-4866

Length of service: 7 years.



Corporate Management Team



Lucianno Mastrionni Director, Community Services for Rizzetta & Company, Inc. Lucianno oversees the Amenity Services and Landscaping Inspection Divisions overseeing functions, focusing on planning, development, and delivery of all programs, maintenance, and operation of facilities.

Before joining our team, Lucianno served in hotel general management and asset management for hotel ownership companies including Hilton, Marriott, and IHG hotels, and worked in guest service operations management for The Walt Disney Company for over a decade. Most recently Lucianno served in corporate Hotel Management and Task Force General Management oversight, recovering distressed properties for an array of major hotel ownership companies across the United States. Lucianno holds a Bachelor of Science in Aeronautics from Embry Riddle Aeronautical University and his ATP Certificate from Comair Aviation Academy.

Mr. Mastrionni can be reached at 813.933.5571 and lmastrionni@rizzetta.com



Gregg Gruhl Manager, Amenity Services for Rizzetta & Company, Inc. Gregg oversees and supports the onsite facility management staff. He was named to the position in April 2016. Prior to his current position, Gregg served as an onsite Clubhouse and Amenity Manager for 5 years.

Prior to joining Rizzetta & Company, Inc Mr. Gruhl served as the Region 3 Tennis Program Coordinator for USTA Florida, was the Chief Operating Officer and founding partner of GL Sports Entertainment and served 22 years as the Director of Tennis at Northdale Golf and Tennis Club. Mr. Gruhl received his Bachelor of Arts from the University of South Florida, and he is one of 3 Founders of the CHAMPS Middle School Foundation.

Mr. Gruhl can be reached at 813.933.5571 and ggruhl@rizzetta.com





Michael Rodriguez Manager, Amenity Services for Rizzetta & Company, Inc. Mike oversees and supports the onsite facility management staff. He was named to the position in May 2022. Prior to his current position, he served as the Field Services Manager at the Venetian CDD, Clubhouse Manager at the Mira Bay CDD, Clubhouse Manager at the Meadow Pointe III CDD and as a District Manager.

Prior to joining the Rizzetta team, Mike served 20 years in the U.S. Navy, 12 years as a DoD contractor with Northrop Grumman, was a Board Recording Secretary for the Clerk of the Circuit Court in Hillsborough County and is a co-owner of an event planning business. Mike has a master's degree in Business Administration from Saint Leo University.

Mr. Rodriguez can be reached at 813.933.5571 and mrodriguez@rizzetta.com



Scope of Services

INTRODUCTION:

Rizzetta & Company, Inc. ("Consultant"), at the request of the Venetian Community Development District ("District") is providing a proposal for professional Amenity Management Services. These services are listed by the following categories:

- MANAGEMENT
- PERSONNEL
- RESPONSIBILITIES
- ADDITIONAL SERVICES
- LITIGATION SUPPORT SERVICES

A detailed description of these services is provided below:

MANAGEMENT:

Rizzetta & Company, Inc. shall provide expert general management and oversight of the contract with the district within the agreed to scope of service. These responsibilities include duties associated with managing the personnel, such as recruiting, hiring, training, oversight, and evaluation.

STANDARD ON-GOING SERVICES: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the district.

MANAGEMENT:

1. Administrative and Management Services

- a. Rizzetta & Company, Inc. shall direct, supervise, manage, and operate the Venetian 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, Rizzetta & Company, Inc. 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 Rizzetta & Company, Inc.
- b. Rizzetta & Company, Inc. 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. Rizzetta & Company, Inc. 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:
 - 1. Workers' compensation insurance as may be required under applicable laws covering all employees, including employer's liability.
 - 2. Crime insurance coverage, including fidelity bond, with reasonable limits as agreed by District and Manager; and
 - 3. 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 Rizzetta & Company, Inc. Rizzetta & Company, Inc. 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 Rizzetta & Company, Inc. to replace the General Manager.
- d. Rizzetta & Company, Inc. 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. Rizzetta & Company, Inc. 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 Rizzetta & Company, Inc. 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. Rizzetta & Company, Inc. shall timely apply for, obtain and/or renew all licenses, permits, and certificates required in connection with the operation of the Club Facilities.
- g. Rizzetta & Company, Inc. 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. Rizzetta & Company, Inc. 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, consistent with the district's strategic direction.
- i. Rizzetta & Company, Inc. 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, tennis, and event reservations.

2. Overview of Club Facilities and Related Goals

a. Food and Beverage

- Four (4) dining rooms: Palazzo (main dining room) 100-150 seats, La Sala (bar) twenty-five seats, La Vista (side room) 30-50 seats, and Pranzare (side room) thirty 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 sales, racquet restringing services, etc.
- d. Pickleball Courts (currently planned for construction)
- e. For the above facilities and related services, Rizzetta & Company, Inc. shall provide Club amenities, programs and offerings that meet or exceed resident expectations, with initial and immediate focus on dining.
 - i. Ensure the District amenities offerings provide residents and non-resident members and guests with programs and activities that best suit the community's needs and desires.
 - Each January, Rizzetta & Company, Inc. shall conduct a survey of residents' views of the importance, effectiveness, and future needs of the district's amenities (to be performed by a professional source through Rizzetta & Company, Inc.).
 - ii. In conjunction with the above survey, enhance the Club experience by continuously improving the Rizzetta & Company, Inc. service to members and guests to achieve a high level of member participation and satisfaction.
 - 1. Rizzetta & Company, Inc. will generate and publish a monthly and cumulative usage report of club amenities. The report will include tennis, pickle ball, dining, and fitness.
 - 2. Rizzetta & Company, Inc., in consideration with the District Board and its committees, will set user benchmarks, key performance indicators and goals for use of the Club facilities, programs and activities (taking into account seasonal variations).
 - 3. Rizzetta & Company, Inc. will review each October the District's amenity rules to determine if changes are needed to enhance user experience and/or to comply with federal, state, or local laws and regulations.
 - 4. District will conduct a formal performance appraisal each Spring of Rizzetta & Company, Inc.
 - 5. Rizzetta & Company, Inc. will perform a long-range cost/benefit analysis on the volume of outside use of the Club and its impact on member usage and satisfaction no later than September 1, 2022

3. Financial Services

a. Rizzetta & Company, Inc. 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 Rizzetta & Company, Inc.

- 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 Rizzetta & Company, Inc. fee unless specifically stated otherwise.
- ii. Rizzetta & Company, Inc. 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. Rizzetta & Company, Inc. shall bill, handle, administer, and collect all gross revenues payable with respect to the Club Facilities, except for annual collections made via the tax assessment roll.
 - i. Rizzetta & Company, Inc. shall issue and mail monthly invoices to all members who incurred costs during the preceding month.
 - ii. Rizzetta & Company, Inc. shall collect monthly payments due from members. iii. Rizzetta & Company 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 managed 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 Rizzetta & Company, Inc. management fee.
- c. Rizzetta & Company, Inc. shall timely prepare a Proposed Operating Budget for each Fiscal Year and submit said budget to the district for approval. The proposed budget is to be prepared by Rizzetta & Company, Inc. and delivered to the district by no later than April 15th. Once the proposed budget has been approved, Rizzetta & Company, Inc. shall work with the Board of Supervisors of the District on a final proposed budget to be considered each year during the second Monday of the month of August each year.
- d. Rizzetta & Company, Inc. shall deliver to the District Manager by 12:00 PM on the 18th day of each month, 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.
- f. Rizzetta & Company, Inc. 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 month, 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. The District's Board of Supervisors and its authorized committees may further request that Rizzetta & Company, Inc. provide additional information in compliance with Florida's public records laws.



ADDITIONAL SERVICES: In addition to the Amenity Management Services described above, the district may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, as well as any changes in the scope requested by the district, will be considered additional services. Such additional services may include but are not limited to attendance at additional meetings, District presentations and vendor responses.

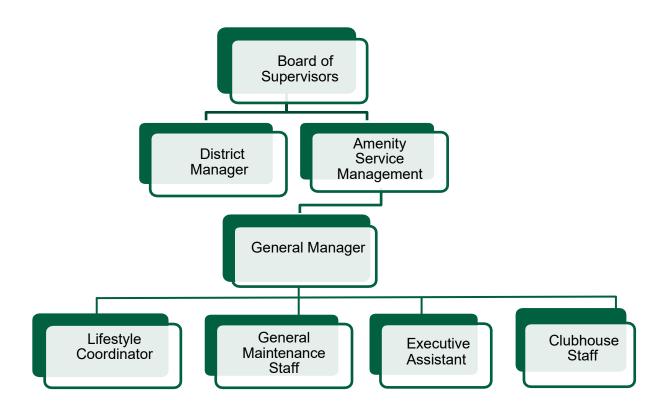
- 1. Ensure always reachable and available hours to the community residents with quick acknowledgement or turnaround.
- 2. Provide robust communication strategy, channels, forms, etc. for residents to reach Clubhouse / Field Manager.
- 3. Provide feedback and suggestions for community lifestyle improvements based on daily interactions, experience, and observations while on the job.
- 4. Implement and utilize effective workflow management tools for prioritization and tracking on-site staff projects, tasks, and activities.
- 5. If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the district for approval prior to beginning any additional services

LITIGATION SUPPORT SERVICES: Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

If any litigation support services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the district for approval prior to beginning any additional services.



Organizational Chart





Schedule of Fees

AMENITY MANAGEMENT SERVICES:

Services will be billed bi-weekly, payable in advance of each bi-week pursuant to the following schedule for the period of **One Year.**

PERSONNEL: (12 MONTHS)

General Manager:

Full Time Personnel - 40 hours/weekly

Lifestyle Coordinator:

Full Time Personnel - 40 hours/weekly

General Maintenance:

Full Time Personnel - 40 hours/weekly

Executive Assistant:

Full Time Personnel - 40 hours/weekly

Clubhouse Attendants:

2 Full Time Personal – 80 hours/weekly

1 Part Time Personal – 25 hours/weekly

ANNUAL

Budgeted Personnel Total (1) \$ 480,380.00

General Management and Oversight (2) \$ 40,800.00

Total Services Cost: \$ 521,180.00

One-time Payroll Deposit (3) \$ 37,219.00



- (1). Budgeted Personnel: These budgeted costs reflect full personnel levels required to perform the services outlined in this contract. Personnel costs includes: All direct costs related to the personnel for wages, Full-Time benefits, applicable payroll-related taxes, workers' compensation, and payroll administration and processing.
- **(2).** General Management and Oversight: The costs associated with Rizzetta Amenity Services, Inc.'s expertise and time in the implementation of the day-to-day scope of services, management oversight, hiring, and training of staff.
- **(3).** Payroll Deposit: A one-time deposit required for use in paying salaries and related costs for personnel assigned and providing services to the district. This payroll deposit is defined as one month of maximum total services costs.



The district shall be responsible for any of the following costs associated with the operation of the amenity facilities:

Pre-employment Testing: Background and substance abuse reports shall be ordered for candidates identified to fill amenity positions.

Uniforms: Personnel shall wear community specific shirts provided by the district if required.

Cell Phone: Management personnel shall require a cell phone or a cell phone allowance. This phone will also be used as the contact number for the district for after hour emergencies.

Office Equipment: Personnel will require a dedicated computer, printer, and a digital camera as well as convenient access to an onsite copier and fax machine, provided by the district.

Mileage Reimbursement: Personnel shall receive mileage reimbursement incurred while performing the district's responsibilities when using a personal vehicle. Mileage shall be reimbursed at the rate approved by the Internal Revenue Service.



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 Manager's Fee as set forth herein. 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.

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

Year 1 - \$40,800	dollars (\$	
Year 2 - \$42,800	dollars (\$	
Year 3 - \$44,800	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	Rizzetta & Company, Inc
Signature: Gred	
Print Name: Gre	gg Gruhl
Print Name: Gre	gg Gruhl





COMPANY

INSURANCE

TI	HIS CERTIFICATE IS ISSUED AS A	MATTER		Y AND CONFE	RS I	NO RIGHTS	UPON THE CERTIF	ICATE I	
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	Pa, PL 33606			INSURER A: OLI					24147
INSU	REO						al Insurance Co	upany	25496
Ris	setta a Company, Inc.			INSURER C: HO	STO	N SPECIALT	Y INS CO		12936
343	4 Colwell Ave., Suite 200			INSURER D: PE	ERA	L INS CO			20281
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ADDITONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

Job Title:	Hourly Rate:
Principal	\$300.00
Vice President	\$250.00
Chief Financial Officer	\$250.00
Director	\$250.00
Information Technology Manager	\$225.00
Regional District Manager Financial	\$225.00
Services Manager Accounting	\$225.00
Manager	\$200.00
Regional Licensed Community Association Manager	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Clubhouse Manager	\$175.00
Senior Helpdesk Support Engineer	\$175.00
Financial Analyst	\$150.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Landscaping Inspection Specialist	\$125.00
Financial Associate	\$125.00
Community Association Coordinator	\$100.00
Staff Accountant	\$100.00
Information Technology	\$100.00
Accounting Clerk	\$ 85.00
Administrative Assistant	\$ 85.00



Rizzetta Qualification Statement

VENETIAN COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

1 10000000	r: Kizzetta	& Company, Inc	2.	/A	Corporation
	[C	ompany Name]			
Parent C	Company Nam	e: Rizzetta &	Compa	ny, Inc.	
Parent C	Company Add	ress:			
Street A	ddress 343	34 Colwell Ave.,	Suite 20)	
P.O. Bo	x (if any)				
City_	Tampa	State	FL		Zip Code 33614
Telepho	one (813) 5	14-04001	Fax no.		
-	tact Name	Lucianno Mas			Title Director, Community Service
2nd Cor	ntact Name	Gregg Gruhl			TitleManager, Amenity Service
		Address (if differe			
District A	Adimon				
Street A	Address				
	ox (if any)				
P, O. B	ox (if any)	State_			Zip Code
P, O. B	ox (if any)	State_			
P. O. B City Telepho	ox (if any)	State_	Fax no		Zip Code
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6.1	If yes, provide the following:
	 Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes (X) No ()
	If no, please explain
	2. Date incorporated 06/12/1991 Charter No. \$59121
6.2	If no, provide the following:
	The State with whom the Proposer's company is incorporated?
	4. Is the company in good standing with the State? Yes () No ()
	If no, please explain
	5. 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.
Has	the Proposer's company provided services for a community development district or similar munity previously? Yes (X) No ()
7.1	If yes, provide the following:
	7. 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. (32 contracts have been executed during the past five years (see attachment)
Wha	at are the Proposer's current insurance limits? (Full COI attached.)
Aut. Um Wo	eral Liability \$ 1,000,000

10



7.

hidding or contraction	the Proposer or any of its affiliates are presently barred or suspendeding on any state, local, or federal contracts in any state(s)? Yes () No of the company (ies)
The state(s) where b State the period(s) of	parred or suspended
Has the Proposer ev Yes () No (X) If	ver failed to fulfill its obligations under any contract awarded to it? f so, where, and why?
organization that he	partner of the Proposer ever been an officer, partner, or owner of som as failed to fulfill job duties or otherwise complete a contract? so, state name of individual, other organization and reason therefore.
Proposer, any personal has been a party to As the managing agen with a managed community of the community o	cluding but not limited to both criminal and civil) litigation to which to need to work at the District, any officer and/or employee of the Proposition the last ten (10) years. Litigation occurs in community management. It for the communities we serve. Rizzetta & Company will often be named along numity. Community litigation examples include, construction defects, slip and neighbor entire properties.
Proposer, any personal has been a party to As the managing agen with a managed comments. It is traffic accidents. Has the Proposer of status by a movement.	onnel to work at the District, any officer and/or employee of the Propo in the last ten (10) years. Litigation occurs in community management. It for the communities we serve. Rizzetta & Company will often be named along numity. Community litigation examples include, construction defects, slip and

TI



15.	List three (3) jobs (including company, contact person, and telephone number) lost in the
der	previous twelve (12) months and the reason(s) why:
	Asturia, Amenity Services. Jonathan Tietz. (813) 510-3610. Termination for convenience.
	Triple Creek. Amenity Services, George Garces. (813) 671-5900. Termination for convenience.

16.	Attach current financial statements	s, prepared within the last one hundred eighty (180) days, ces, liabilities, capital equipment and historical financial
	performance for the past one year.	Rizzetta & Company is a privately held, financially secure,

Florida company,

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.

(Staff biographies and documentation attached)

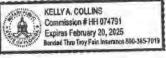
 Key Personnel: Describe experience of the principal individuals (Supervisors etc.) who would be responsible for and/or who will be assigned to this contract if awarded to the Proposer.

Lucianno Mastrionni	Di	rector, Community Services
Name	Posit	ion
Amenity Services Management	22	1
Type of Work	Yrs. Exp.	Yrs. With Firm
Gregg Gruhl	A	menity Services Manager
Name	Posit	ion
Amenity Services	20	11
Type of Work	Yrs. Exp.	Yrs. With Firm.
Michael Rodriguez	Amen	ity Services Manager
Name	Posit	ion
Amenity Services Management	5	4
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.

Print Name: Kelly ACollins
Commission No.: HH 074791
My Commission Expires: 2134135



END



CORPORATE OFFICERS

Date

Company Name Rizzetta & Company, Inc.

INDIVIDUAL'S RESIDENCE CITY, STATE Tampa, Florida Tampa, Florida Tampa, Florida Contract Management, Finance CORPORATE RESPONSIBILITIES Oversees all operations Provide the following information for Officers of the Proposer and parent company, if any. Owner Chief Operating Officer Chief Financial Officer POSITION OR TITLE President FOR PARENT COMPANY (if applicable) NAME FOR PROPOSER Shawn Wildermuth William J. Rizzetta Robert Schleifer



AFFIDAVIT FOR CORPORATION

State of	Florida		SS:	
N. Control of	- LOCI ALL			
County of	Husbar	orgh	-	
101	ioureu	RIZZETTA		
(title)	PRES. DE	RIZZETT A DOMPINY		of
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			Notary Public, State of Print Name: Kelly Commission No.:	A Collins th 074791
			My Commission Exp	ILES: VINDIAD
		(Commi	A. COLLINS usion # HH 074791 February 20, 2025 hru Teoy Fain Insurance 800-385-7618



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.

This sworn statement is submitted to Venetian Community Development District.

This sworn statement is submitted by Rizzetta & Company [Print Name of Entity Submitting Sworn Statement whose business address is 3434 Colwell Ave, Ste 200, Tampa, FL 33614
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-307518
and the second s
(If the entity has no FEIN, include the Social Security Number of the individual signing
(If the entity has no FEIN, include the Social Security Number of the individual signing
(If the entity has no FEIN, include the Social Security Number of the individual signing sworn statement: .) My name is Wierram Rizzanna and my relationship to the

- 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.
- I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 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 facic 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.
- 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.)

X 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.)

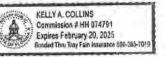
Date:

COUNTY OF HISTORIAN

Acknowledged before me by means of Inhysical presence or _____ online notarization this 3040 day of _______ , 2022, by ______ Unliand J Regarder ______ who is (Inhysical presence or _______ who is (Inhysical presence or ________ who is (Inhysical presence or __________ who is (Inhysical presence or _____________ who is (Inhysical presence or ____________________)

20

Notary Public, State of Florida Print Name: Felly A Collaris Commission No.: HH 014191 My Commission Expires: 2120125





Community Name	Length of Contract	Current Client (Yes/No
Asturia	On-Going Services	No
Belmont	On-Going Services	No
		Yes
Bexley	On-Going Services	4,50
Concord Station	On-Going Services	Yes
Country Walk	On-Going Services	Yes
Connerton West	On-Going Services	Yes
Forrest Creek	On-Going Services	No
Grand Hampton	On-Going Services	Yes
Greyhawk Landing	On-Going Services	Yes
Harbor Bay	On-Going Services	No
Harbour Isles	On-Going Services	No
Harbourage	On-Going Services	Yes
Highlands	On-Going Services	Yes
K-Bar Ranch	On-Going Services	Yes
K-Bar Ranch II	On-Going Services	Yes
Long Lake Ranch	On-Going Services	No
Long Lake Reserve	On-Going Services	Yes
Meadow Pointe III	On Going Services	Yes
Meadow Pointe IV	On-Going Services	Yes
Naturewalk	On-Going Services	Yes
New River	On-Going Services	No
Panther Trails	On-Going Services	Yes
Paseo	On-Going Services	Yes
Preserve at Wilderness Lake	On-Going Services	Yes
Sterling Hill	On-Going Services	Yes
Talevera	On-Going Services	Yes
Tara	On-Going Services	Yes
The Groves	On-Going Services	Yes
The Verandahs	On-Going Services	Yes
Triple Creek	On-Going Services	No
Venetian	On-Going Services	Yes
Zephyr Ridge	On-Going Services	No
7_1 - Number of contracts	As of July 1, 2022:	
Proposer has executed with	32 Contracts have	
community development	been executed	
districts and/or similar	during the past five	
communities during the past	(5) years. 23	
five (5) years and the names	1.6.	
of the entities as well as the	Nine (9) clients are	
length of the contract and	no longer current.	
whether each such		
community is still a current		
client.		





Sterling's Plan

- Setting the Stage
- II. Sterling Brand Our Company, Our Restaurants & Our Team
- III. Restaurant & Café Concepts
- IV. Chef Driven Food & Beverage
- V. Restaurant Marketing Mindset & Technology Solutions
- VI. Guest & Customer Engagement
- VII. Diversity & Inclusion
- VIII. Management Team & People Plan
- IX. Product Procurement
- X. World Class Hospitality & Guest Service





Sterling Brand Our Company, Our Restaurants & Our Team

Our Company... Who We Are











THE METZES

Metz Culinary Management/Sterling Spoon
(Marlow's Tavern, Aqua Blue)



This year's 20 elite leaders of the restaurant industry
Published In Restaurant Business March 2015

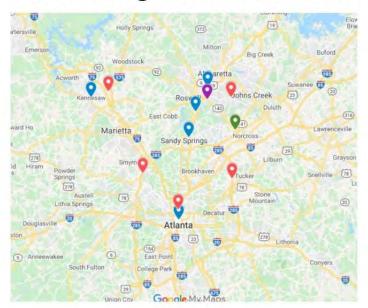








Our Company We have grown because of our partnerships

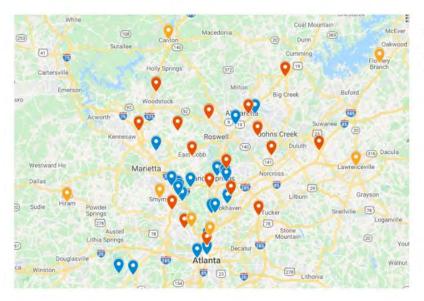


5 Sterling Operations 5 Marlow's Taverns 1 Aqua Blue Hi Life Restaurants

- 💡 Sterling Culinary Management
- Marlow's Tavern
- Aqua Blue Restaurant & Bar
- PHi Life Kitchen & Cocktails



Our Company We have grown because of our partnerships



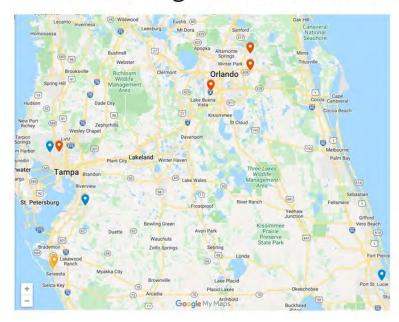
25 Sterling Plus Operations 22 Marlow's Taverns 1 The Woodall Restaurant

- Marlow Tavern
- Sterling Culinary
 - Sterling Corporate Support





Our Company We have grown because of our partnerships



- 3 Sterling Plus Operations
- 4 Marlow's Taverns
- 2 Metz Locations

- Marlow Tavern
- Sterling Culinary
- Metz



Our Company

We are engaged in our industry & our communities









John C. Metz is a currently or past board chair & member, as well as is a founding board member of the GRA



Hank Clark, VP of Marlow's Operations Current GRA Board Chair

Wade Chancellor, Director of Learning & Development, Current GRA Board Member





Kaffee Hopkins, Sterling & Marlow's Director of Brand Management, MEG Board Chair





Our Company We are engaged in our industry & our communities





Sterling Hospitality has contributed over \$2 million and continue to support four organizations annually.

· Special Olympics of Georgia

(3rd largest contributor in the state of Georgia behind UPS and Publix)

- No Kid Hungry
- Atlanta Community Food Bank
 - Giving Kitchen







Our Company

Our concepts, our restaurants, our cafes we feed daily



Sterling Hospitality operates over 50 locations in three states

serving over 4,000,000 Guests every year.





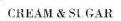


























Our Company

The brands/companies/cafes we feed daily (our partners)







Bistro 191 Aflac HQ

- Ridge Café
- **Garden Court**
- Mega Bytes Café
- Cyber Café

Intercontinental Exchange HQ Miller Zell HQ

Preston Ridge III Global Payments HQ

Salt + Block

Terraces Ashford Grille Terraces Social Kitchen & Bar Bistro 1230 Bistro del Sol

Evo Café Tampa

Papa John's HQ Atlanta

Papa John's HQ Louisville Inspire Brands HQ

Sanctuary Park

HD Supply HQ Market Street Buckhead

McMaster Carr HQ Sanctuary Park

Vanderlande

3 Ravinia - IHG HQ



(()))JLL

CUSHMAN &







































Our Company

The brands/companies/cafes we feed daily (our partners)

Foodservice feeding Foodservice & Hospitality Industry























Our Company Our restaurants & venues



Georgia
Alpharetta
Midtown
Northlake
East Cobb
The Prado
Avalon
Brookhaven
Sandy Plains

Vining's Kennesaw Duluth Cumming Roswell Woodstock Peachtree Corners Dunwoody Florida International Drive, Orlando Waterford Lakes, Orlando Lee Vista, Orlando Oviedo, Orlando Carrollwood, Tampa





GRILLROOM
www.theringlinggrillroom.com

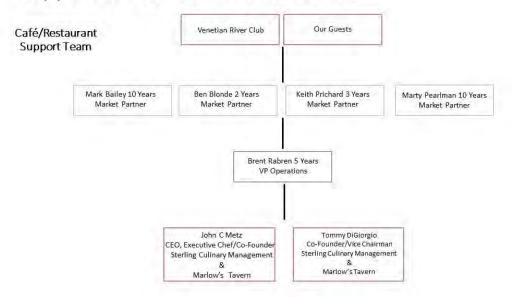
Florida Sarasota DOUBLETREE
by Hilton
DoubleTree
Conference Center

Catering/Special Events Atlanta

the MARKET

Conference Center at Sanctuary Park

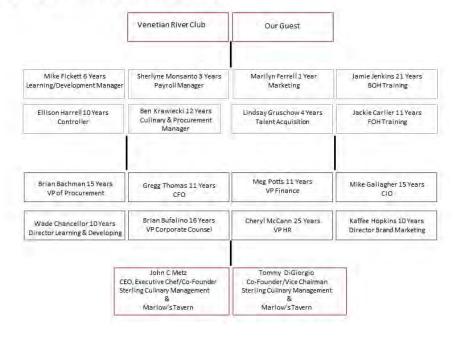
Our Company Support for our teams and clients





Our Company Support for our teams and clients

Company Support Team



Vision (Concept Options) Events & Catering

- Catering guide offers breakfast, lunch, and dinner options
- · Casual or informal events, meeting breaks/snacks or executive/board meetings
- Boxed lunches to-go.
- Menu choices are high on value and variety and can be customized for any event.
- · Online ordering made simple.
- · Set-up, Delivery, and Clean-up on your schedule









Vision (Concept Options) Continued Innovation & Development

To insure freshness, popularity, and variety we use various tools

- Assessment Tools
 - · Daily sales reports
 - · Menu mix sales reports
 - · Guest & Client feedback
- Development tools
 - · Culinary team & on-going Research & Development of new fun foods
 - · Industry trade shows, expos, and conferences
- Concept and menu evaluation practices
 - Monthly business & execution review meetings (Your Management team)
 - Quarterly reviews of sales data
 - Items in the bottom 20% of menu mix are targeted for innovation or replacement
 - · Stations or concepts earning less than 10% of total sales are considered for redevelopment
 - Signature items are refreshed seasonally (quarterly)
 - Bi-annual guest surveys
 - · Guest feedback through the POS app and online ordering



Vision (Concept Options) Continued Innovation & Development

Our planning cycles is as follows:



Campus Wide Delivery

Utilizing our cloud based POS technology, guests can order from any of the variety of options and have delivered directly to their floor.





Skinny ginger e		ssic cocktai	15
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Just Bury America: Bir	итт. Барстта		11
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"Det So!" Mach	otron m	igh West Double Rain Couchs & Sentimed Liveredo Chings	Therman 13
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	2.95	Bust Phon White You	7.4
Make High Lat. Wil.			5.4
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Budware Ho Bud Light, Ho Hadwinds Ultra, Ho Cours Light, Co	3.25 2.45	Witne Clar Ruly Graphs	er 15
Bodynian Po- But Light, Ho Hebelok Ultra, Ho	5.25	Historian Add	er 15
Roberton Pe- Bud Lights Ho Harbeith Ullers, Ho Cours Light, Co Histor Lim, W. Historia Experial Her ICE	3.23 2.93 4.23 5.00	Wine Case Ruly Graphs Tray Organi Lamanda	5.7
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Refresion Pe- Bart Light, Me- Bart Light, Me- Core, Light, Gr White Lim, Wi Philade Expressive Hea- TCE 1 Overproduction, William Core City, Free Possible	5 95 2 95 6 25 5 00 COLD FL div 5 1	House Mily Graphs Tray Grand Lemans FLORIDA BEER IPA 14 ats 3.3	5.7 5.7 6.0 6.3 6.2
Reference No. Bud Light, Mo Harboride Ullers, Har- Cores Light, Co Hiller Lim, Wi Holelle Expensive Here ICE	5.25 2.95 2.95 5.00 COLD FL div 5.5 6. Gropolisti Bondor Ato	House Mily Graphs Tray Grand Lemans FLORIDA BEER IPA 14 ats 3.3	5.7 5.7 6.0 6.2 6.3
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Buffunian He Buffunian He Helminds Ultra, He Cours Light, Go Hilde Clark, He Cours Light, Go Hilde Clark, W Helminds Experient Here ICE Cours Light, He Lower Light, H Lo	195 3.25 9.5 8.25 5.05 COLD (FL div 2.5 8. Graphical Bender Ata FL div 7.5 COLD miter Ata Cold to GA, ata ata 2.5 0.00	Homeome Me More Graphs Trop De grand Extraorable FLORIDA BEER SPA 14 abs 5.5. White Abs. FL abs 6.0. FLASS 30. O CT a ft BEER o abs 3.8.	8.0 9.2 6.5 8.3
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Catering on & off site events & team functions

Chef Driven Food & Beverage







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Chef Driven Food & Beverage Catering on & off site events & team functions





Restaurant Marketing Mindset

Guest Service Strategy

Sterling Culinary Management was created to fill a need in the communities we serve, providing a gathering place with a welcoming atmosphere offering fresh chef inspired food. Our strategy is to deliver industry leading hospitality in a warm, welcoming environment. The combination of unique café or restaurant setting, with innovative fresh food combined with outstanding attention to details is hard to come by. Running cafes and restaurants is more than a business to us; it is a way of life.

Measuring Guest Experience

Our guests' feedback (good or bad) is imperative to the success of our operations. We will never lose a guest. Each feedback will be responded to by the general manager within 24 hrs. Should any feedback result in a ranking below a score of four (4), guests will also receive a response from the Market Partner within 48 hrs.

Less IS NOT more. How do we get the feedback? Incorporating a proactive strategy to keep our guests engaged is imperative. We will train our team members to consistently interact with our guests in order to solicit feedback and direct guests to provide feedback. Periodically we will provide an incentive (i.e. Free Ghirardelli Double Chocolate Brownie) to help generate participation. Our goal? —100 to 150 feedbacks per month (or more).





Restaurant Marketing Mindset

Farmers Market

- Weekly/Biweekly
- · In café space after close of business
- Minimal cost
- · Variety of goods sold to include
 - Local Produce
 - · Local Honey
 - · Fresh Flowers
 - · Local Peanut Butter
 - · Local Cheese



Restaurant Marketing Mindset Catering expos





Diversity & Inclusion Our people

- Recruiting program evaluates each position to determine best course of action to fill role.
- · Recognize the uniqueness & excellence in our team members
- · Creating an environment for personal and professional growth
- Internal team members who have demonstrated strong leadership skills, while providing a foundation that reinforces our culture are our first looks for placement in leadership roles.
- · Outside recruiting only used if roles can't be filled internally
- Recruiting focus on engaging candidates with different backgrounds
- · Core value of Respect & Caring
 - · One of our seven values as a company
 - · Honoring the culture & worth of people
 - · Embracing individuality

Diverse Workforce Sterling Culinary & Marlow's Tavern Teams

- African American 47.17%
- Hispanic/Latino 12.26%
- · Woman 45.28%





Diversity & Inclusion Supplier Partner Resourcing

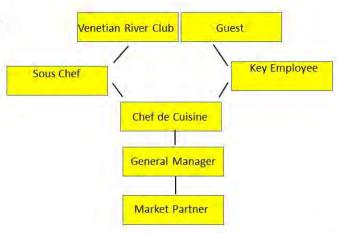
- · Committed to support the maximum practical utilization of certified M/W/DBEs
- · Promoting diversity inside and outside of our company.
- Make a good faith effort to solicit the services of certified M/W/DBEs throughout our normal business practice
- Allow maximum opportunity for M/W/DBEs to participate as subcontractors and/or suppliers.
- Company goal to purchase 10-20% of goods from tier 1 or tier 2 vendors depending on availability.





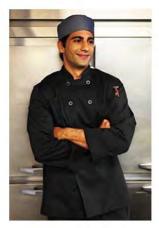
Management Team & People Plan The right people for the right roles

- · Competitive wages
- · Recruiting & applicant tracking system (Talent Reef)
 - · Recruit top talent
 - · Boost applicant flow
 - · Efficiencies in onboarding
- · Learning management system
 - · Cost effective training
 - · Consistent training message
 - · Extensive hands on training
- · Opportunity for development & growth





Venetian River Club Uniform Ideas



Hourly Cooks



Salary Chefs



Bartenders Catering Attendants





Management Team & People Plan Talent development & evaluation

- · All salaried managers on development plan
- · All employees must pass employee assessment
- Training programs developed for each employee based on individual need
- · All hourly employees are revalidated annually

	Ma	nager Development Tracker Sterling
Name:	John Doe	Hire Date: 4/14/2014
Café;	Café 123	Market Partner: Ben Blonde
Date:		Appraisal Dates & Noted Oppurtunities
Sept 2019 Feb 2020		velopment skills. With possible account change understanding ent will have challenges and opportunities for growth.
Date:		Manager Meeting Training Sessions
3/2016	Brand attributes, look	. feel, style and promises
8/2016	Serving differing gene	rations, inventory best practices
2/2017	Managing a P&L and G	Lreview
5/2017	CTUIT key funtions rev	iew, roles & responsibilities review, US Foods Master SL
9/2017	Merchandising the cat	é, managing food cost & labor, mastering convirtus
12/2017	Budgeting for a strong	2018
3/2018	Analyzing P&L, increas	sing café & catering sales, conducting preservice meetings
6/2018	health department be orientation expectation	st practices, attracting talent effectively, culture and
10/2018	Risk Management to I labor scheduler and d	nclude filing workers comp and general/employee liability. eclining balance
12/2018	Sterling experience re	garding daily, weekly and monthly routines of managers
2/2019	7 Habits of Highly Effe	ctive Managers
5/2019		lustry, analyze P&L exercise and review
9/2019	Daily execution of our	
12/2019	with local café market	
2/2020	Art and science of run showing importance of	ning your business, Speed of Trust and a cull nary showcase of recipe adherence
Date:		Additional Training Sessions



Product Procurement Fair-trade products

- We use vendors that are fair trade certified when purchasing their products from participating cooperatives.
- · It's important to us that Famers receive fair, competitive prices, and have clean work environments.
- · Farmers should be involved with decision making process and have better access to international markets.
- Fair trade products that are most often served by our team are:
 - · Batdorf & Bronson Coffee
 - Numi Hot Tea
 - Kashi
 - Kind Bar
 - Awake
 - · Ben & Jerry's













Product Procurement Identifying food vendors & keeping food safe

- · We have a strong commitment to the safety of food we serve to our clients and their guests.
- · Implemented controls in the food supply chain process to guarantee food safety
- · These controls include:
 - · Random audits by a 3rd party foodservice safety company
 - · Internal food safety audits
 - · Product specifications that identify potential allergens
 - · Annual reviews of our manufacturer consumer complaints to determine unfavorable trends
 - Require manufacturers and vendors to conduct annual simulated food product recall exercises
 - Annual review of our manufacturers and vendors bio-security procedures to ensure the safety of their food supplies
 - · Random distributor and manufacturer physical plant inspections and tours



Product Procurement Health & Safety

- · Commitment to safety, sanitation & training
- Committed to providing and maintaining a safe work environment for all employees
- · All management on-site ServSafe Food Manager certified
- Utilize cleaning charts designed to be location specific to guarantee the finer details are not missed.
- · Operate with a clean as you go mentality
- Partnered with Ecolab and there Ecosure program to create a 3rd party food safety audit

			Sterlin
T3.1 (0)	TCS from \(\subseteq \text{IFF} (21°C) within 2 beam of regular	2 Yes	2 Herm in active cooling were > 20 F
132	TCS front <41°F (9°C) within 6 hours of croting	S in	⇒ Item m active cooling were > 45° F (3°C) after 6 total hours of moling.
Proper	Hot Holding Requirements Mes		
141	items in hot holding ≥149°F	2 Yes	Product & Temp:
Proper	Cold Holding Requirements Met		
15,1 (C)	TCS floods held at entrée area ± 41°F	3 /s	⊇ No Product & Temp
152 (C)	TCS fands beld at love dek g 41°F	3 784	Product & Temp:
753 (C)	TCS freeds beld at grall area ≤ 41°F	3 /9	D No Product & Temp:
13.5 (C)	Walk and ≤ 41°F(verified by at cooler thempireter)	3 /H	⇒ No
Appeny	mass Use of Time as a Public Health Control (Proceed	may Record	to a
[6,1 (C)	All product stored in pans date labeled.	⊃ Yes	2 No
Approp	eriate Date Marking and Disposition Procedures	0000	
0.D	Prepped, ready to est, refrirerated food properly time and date labeled	2 Ves	⇒ No
7.7.2 (M)	Commercially prepared food properly disted others opened	2 Yes	2 No
00	No expired product present	2 /m	Product expired per manufacturer date Product expired per label preparation date
Accura	te Thermometes Available		
(M)	Accumite food thermometer available	2 /p	□ Not available □ Not calibrated
	Theming Procedures		
(M)	frems properly thansed stacked	⊇ Yes	Therein at montemperature Therein in (unding water) Therein under monte water Therein under monte water
Hadith	Department Time and Temperature Control for Safet		
7.10.1 (M)	All coolen have functioning thermometers within bear onable range	⊃ Yin.	3 No





Product Procurement Sustainability

Defining "Local" to Sterling Culinary Management

- · Goods grown or produced within a 150 mile radius.
- Work with our community in an effort to support local businesses and locally sourced products
- Partnerships with state agencies (i.e. Florida Grown) to highlight and promote products that have been grown, processed, and / or manufactured in the state.
- Work with client partners to determine a mutually agreed upon percentage of local sourcing

It goes beyond "Local" at Sterling Culinary Management

- Committed to purchasing animal products that are No Antibiotic Ever, Anti-Biotic Free and hormone free.
- In 2016, Sterling began to partner with suppliers who raise animals with an allvegetable and/or grass fed diet, and have been raised with No Antibiotics Ever.
- · We purchase rBST free milk
- · Source and use organic products when and where it makes sense.
- · Environmentally friendly packaging





Product Procurement Sustainability

Food Production & Waste Management

- Our goal is to be efficient in our food production program in order to minimize waste.
- · Our process includes
 - Forecasting
 - Purchasing
 - · Food preparation
 - Post-service
- Work closely with local food banks and shelters to donate any unopened discontinued products





Product Procurement Team training & development

Guest Service Strategy

- · Our strategy is to deliver industry leading hospitality in a warm, welcoming environment.
- · Running cafes and restaurants is more than a business to us; it is a way of life.

Employee Training

- We operate under seven core values and six guiding principles
- · We live by a Hospitality First mentality
- We train all employees to have a whatever it takes attitude and to never lose a guest.
- · We understand that they are the reason why we have an opportunity to come to work every day.
- · We employ people who have six specific employee attributes;
 - · Friendly & Cheerful;
 - · Positive
 - Spirited
 - Confident
 - Responsible
 - Professional
- · All employees (hourly & management) attend a culture training session
- We measures success of training by looking at turnover rates and guest service feedback.



World Class Hospitality & Guest Service Client feedback

Hired third party to speak with our clients to gain feedback on how we are doing in six areas:

- 1. Management
- 2. Staff
- 3. Financials
- 4. Catering
- 5. Company values
- 6. Quality of food

A few sample questions:

Expert Management

- Anticipate your needs
- · Flexibility in adapting to your needs
- Effectiveness in marketing
- · Coming up with new ideas for the menu

Well-Trained Teams

- Anticipate your needs
- · Flexibility in adapting to your needs
- · Positive working relations with you
- · Ability to handle problems/complaints
- Friendly and helpful





Sterling Culinary Proposed Budget

STERLING SPOON 2023 BUDGET Venetain River Club

	TOTAL YTD	
	Actual	%
Sales		
Total Food Sales		
Cash Sales		
In-Cafe Sales	710,640.00	80.00
Comps/Discounts	0.00	0.00
TOTAL CASH SALES	710,640.00	80.00
Catering Sales Catering Sales	0.00	0.00
TOTAL CATERING SALES	0.00	0.00
Total Food Sales	710,640.00	80.00
Total Alcohol Sales		
Alcohol Sales		
Beer/Wine Sales	133,245.00	15.00
Liquor Sales	44,415.00	5.00
Total Alcohol Sales	177,660.00	20.00
Total Alcohol Sales	177,660.00	20.00
Vending Sales	0.00	0.00
Total NET SALES	888,300.00	100.00
Cost of Goods Sold		
Food	42 720 49	C 45
Dry Grocery	43,730.18	6.15 4.68
Bakery Dairy	33,247.06 24,788.65	3.49
Produce	54,586.50	7.68
Grocery Refrigerated/Frozen	84.18	0.01
Meat - Pork/Beef	44,551.03	6.27
Poultry	31,475.96	4.43
Seafood	8,892.93	1.25
Beverages	28,686.71	4.04
Misc. Cost	0.00	0.00
Fuel/Storage Fees	0.00	0.00
Inventory change-Food	0.00	0.00
TOTAL FOOD	270,043.20	38.00
Breakroom	0.00	0.00
Breakroom Expenses TOTAL BREAKROOM	0.00	0.00
Alcohol Purchases	0.00	0.00
Beer/Wine	0.00	0.00
Liquor	0.00	0.00
NA Bar Purchase	0.00	0.00
Inventory change-Alcohol	0.00	0.00
Total Alcohol Purchases	0.00	0.00
Vending Supplies		
Vending Supplies	0.00	0.00
TOTAL VENDING SUPPLIES	0.00	0.00
TOTAL COST OF GOODS SOLD	270,043.20	30.40
GROSS PROFIT	618,256.80	69.60
Operating Expenses		
Cash Over/Short Cash Over/Short	0.00	0.00
TOTAL CASH OVER/SHORT	0.00	0.00
TO THE GROUP OVERVOING N	0.00	0.00



	TOTAL YTD	
	Actual	%
Controllable Costs	0.00	0.00
Telephone Cell Phone	0.00	0.00
Utilities	0.00	0.00
Utilities True Up-	0.00	0.00
Menus	177.66	0.02
Laundry	900.00	0.10
Office Supplies	444.15 888.30	0.05 0.10
Printing & Stationery Uniforms	1,776.60	0.10
Equipment/Supplies	8,883.00	1.00
Janitorial/Hazardous	4,441.50	0.50
Disposables	35,532.00	4.00
Flowers/Decor	177.66	0.02
Repairs Auto Expense	8,883.00 1,800.00	1.00 0.20
Auto Expense Service Contracts	2,400.00	0.27
Contributions	0.00	0.00
Travel	0.00	0.00
Lodging	0.00	0.00
Meals	0.00	0.00
Commercial Airlines	0.00	0.00
Entertainment Vehicle Leases-	0.00 0.00	0.00
Employee Recruitment	0.00	0.00
Licenses & Permits	355.32	0.04
Misc Expense	0.00	0.00
Postage	0.00	0.00
Dues & Subscriptions	1,776.60	0.20
Education Advertising	0.00 0.00	0.00
Refuse	0.00	0.00
Pest Control	0.00	0.00
Marketing/Advertising	8,883.00	1.00
Conferences	0.00	0.00
Freight	0.00	0.00
Advisory Services	0.00 0.00	0.00
Training Advisory Training Materials	0.00	0.00
Client Direct Expenses	0.00	0.00
TOTAL CONTROLLABLE COSTS	77,318.79	8.70
Non-Controllable Costs		
General Insurance	8,215.65	0.92
Credit Card Fees	35,532.00	4.00
Bank Fees	177.66 3,000.00	0.02 0.34
Computer Exp Payroll Service	3,000.00	0.04
Equipment Rent	0.00	0.00
Rent	0.00	0.00
Depreciation	0.00	0.00
Client Investment Amort	0.00	0.00
Profit Sharing	0.00	0.00
Other Taxes TOTAL NON-CONTROLLABLE COSTS	0.00 47,280.63	0.00 5.32
TOTAL OPERATING EXPENSES	124,599.42	14.03
TOTAL OF LIVETING EXTENSES	124,000.42	14.00
Payroll		
Hourly Payroll	405,216.00	45.62
Contract Labor Vacation Pay	0.00 5,920.00	0.00 0.67
Management Payroll	5,920.00 178,423.08	20.09
Management Bonus	0.00	0.00
Wages & Fringe-HOURLY	115,118.08	12.96
	TOTAL YTD Actual	%
Wages & Fringe-MGMT	49,958.46	5.62
TOTAL PAYROLL	754,635.62	84.95



	TOTAL YTD	
	Actual	%
Other Expenses Administrative Fee TOTAL ADMINISTRATIVE FEE Management Fee	20,000.00 20,000.00 70,000.00	2.25 2.25 7.88
TOTAL MANAGEMENT FEE Catering Commissions	70,000.00	7.88
Catering Commission Fee	0.00	0.00
TOTAL CATERING COMMISSIONS	0.00	0.00
TOTAL OTHER EXPENSES	90,000.00	10.13
Client Credits		
Client Reimbursements	0.00	0.00
TOTAL CLIENT CREDITS	0.00	0.00
NET PROFIT	\$ (350,978.24)	(39.51)
Subtract Client Paid Expenses		
Client Pass Thru Expenses-	0.00	0.00
Subtract Client Paid Expenses	0.00	0.00
Cafe Billing	(350,978.24)	(39.51)



(c) Within sixty (60) days after the end of each Fiscal Year during the Term, Manager shall deliver to the District a balance sheet and the related statements of income, cash flow, the District's equity, and changes in financial position for the preceding fiscal year, all prepared on an accrual basis, and a comparison of actual results for such period with the Operating Budget. The District shall cause a certified public accounting firm selected by the District to prepare audited financial statements, the cost of which shall be borne by the District and shall be an Operating Expense.

Section 2.9 Management Fee.

As provided for in Manager's Proposal for Amenity Management Services, attached hereto as **Exhibit B** to this Agreement, Manager shall be compensated by the District by an annual not-to-exceed Lump Sum Management Fee for providing the Services described in this Article 2 of the Agreement in accordance with the following terms during the term of this Agreement, as well as receive reimbursement for its labor "burden" as follows and a "pass-thru" reimbursement for its gross wages as follows:

17.	art & control of the	and the
Α.	Management	Fee.
S. W. C.	trium, cincin	The

Year 1:	\$70,000	Dollars (\$	
Year 2:	\$70,000	Dollars (\$)
Year 3:	\$72,800	Dollars (\$	

B. Labor Burden Percentages (added to Total Gross Wages of On-site Personnel):

For each of Years 1 - 3:

28 % for Full-Time, On-Site Personnel.
28 % for Part-Time, On-Site Personnel.

C. "Pass-Thru:" Manager shall receive reimbursement (strictly as a "pass-thru" expense for the District) for all gross wages of Manager's on-site personnel under this Agreement.

Manager shall invoice the District on a monthly basis for the appropriate monthly amount of the annual Management Fee as stated above, on or about the 1st of each month. In addition, Manager shall invoice the District on a bi-monthly basis, on or about the 1st and 15th of each month for Manager's payroll costs (gross wages and labor burden) related to the Services. Manager shall provide, upon request, copies of employee payroll reports documenting the total hours worked for all hourly personnel, as well as any other appropriate back-up documentation. The District shall pay invoices within thirty (30) days of receipt.

NOTE 1: The Labor Burden Percentages set forth herein are based on an assumed number of employee-participants between eleven (11) and thirteen (13). Should the District and/or Manager modify the staffing requirements related to the Services provided by Manager under this Agreement such that the number of employee-participants is less than eleven (11) or greater than thirteen (13), then Manager shall provide a revised Proposal that reflects such modifications, whether they would result in a net increase or net decrease in the staffing requirements and/or in its corresponding pricing for its Services



Sterling Culinary Qualification Statement

VENETIAN COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

[Co	mpany Name]	/x/ A Corporation / / A Subsidiary Corporation
Parent Company Name	-	7_3 A Substitutary Corporation
Parent Company Addre	ess:	
Street Address 47 Per	imeter Center East Sui	te 150
P.O. Box (if any)		
City Atlanta	State GA	Zip Code 30346
Telephone (404) 565-	7061 Fax no.	
1st Contact Name	Brent Rabren	Title Vice President - Operation
2nd Contact Name		Title
Proposer Company Ad	dress (if different):	
Street Address N/A		
P. O. Box (if any)		
City	State	Zip Code
Telephone	Fax no.	
1st Contact Name		Title
2nd Contact Name		Title
List the location of the	office from which the pro	oposer would provide services to Venetian CDD.
Street Address N/A		
City	State	Zip Code
Telephone	Fa	ax No
1st Contract Name		Title



6.1	If yes, provide the fe	ollowing:	
	Is the Company Corporations?		the Florida Department of State, Division of
	If no, please exp	lain	
	Date incorporate	ed	Charter No.
6.2	If no, provide the fo	llowing:	
	3. The State with v	whom the Proposer's co	ompany is incorporated? Georgia
	4. Is the company	in good standing with t	he State? Yes (x) No ()
	If no, please exp	olain	
	5. Date incorporate	ed 8/12/1997	Charter No. k729099
	6. Is the Proposer' Yes (*) No ()		to do business in the State of Florida?
6.3	(i.e.: Limited Liabil	ity Company, Partners	ntify the type of business entity hip, etc.) and the number of years ding security and patrol services.
	the Proposer's compar munity previously? Y		r a community development district or similar
7.1	If yes, provide the f	ollowing:	
	and/or similar c as well as the le	ommunities during the	ecuted with community development districts past five (5) years and the names of the entities whether each such community is still a current scations
Wha	t are the Proposer's cu	rrent insurance limits?	
Auto Uml Wor	eral Liability omobile Liability orella Coverage kers Compensation	\$ 1,000,000 \$ 1,000,000 \$ 15,000,000 \$ 1,000,000	



8.

Please	state whether the Proposer or any of its affiliates are presently barred or suspended for contracting on any state, local, or federal contracts in any state(s)? Yes () No
If so, s	tate the name(s) of the company (ies)
	ate(s) where barred or suspended
State th	ne period(s) of debarment or suspension
	Proposer ever failed to fulfill its obligations under any contract awarded to it?) No (x) If so, where, and why?
organiz	y officer or partner of the Proposer ever been an officer, partner, or owner of some of zation that has failed to fulfill job duties or otherwise complete a contract? No (×) If so, state name of individual, other organization and reason therefore.
Propos	y and all (including but not limited to both criminal and civil) litigation to which the er, any personnel to work at the District, any officer and/or employee of the Proposer en a party to in the last ten (10) years.
Propos has bee N/A	er, any personnel to work at the District, any officer and/or employee of the Proposer
Proposition Propos	er, any personnel to work at the District, any officer and/or employee of the Proposer en a party to in the last ten (10) years. e Proposer or any of its affiliates ever been either disqualified or denied prequalification to a governmental entity? Yes () No(x) If so, discuss the circumstances
Proposition Proposition N/A Has the status surrous List the length GL Hor	er, any personnel to work at the District, any officer and/or employee of the Proposer en a party to in the last ten (10) years. e Proposer or any of its affiliates ever been either disqualified or denied prequalification by a governmental entity? Yes () No (x) If so, discuss the circumstances and the denial or disqualification as well as the date thereof. Tree (3) current clients including contact persons and telephone numbers as well as the of service:

-11



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

We have not lost any business in the past 24 months.

- 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.

Brent Rabren	Vice	President - Operations
Name	Posit	tion
Restaurant and Food Service	25	6 years
Type of Work	Yrs. Exp.	Yrs. With Firm
	100	
John Melz Jr.	Exec	cutive Chef. CEO, and Co-Founder
John Metz Jr. Name	Exec	
De l'oriente de la company de		



12

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 [Type Name and Title of Person Signing] 2022. day of (Corporate Seal) STATE OF GROTING COUNTY OF Acknowledged before me by means of _ physical presence or _ online notarization this 1 , 2022, by John C Mctz day of JUAC ___ who is (X) personally known to me or () has produced as identification. Print Name: Kellu Commission No.: My Commission Expires: 4/5/1/0/14

END

NoType text here

13



CORPORATE OFFICERS

Company Name Sterling Spoon Culinary Management

Date 6/20/22

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
John Metz Jr.	Executive Chef, CEO, and Co-Founder	Executive Chef, CEO, and Co-Founder	Atlanta, GA
Tammy DiGiargio	Co-Founder	Architect, Design, Construction	Lighthouse, FL
Gregg Thomas	CFO	CFO	Atlanta, GA
FOR PARENT COMPANY (if applicable)			



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.

- This sworn statement is submitted by Skelvey Saves (1) over the constitution.
- 3. My name is JONA C MCIL and my relationship to the entity named above is Picy dist I CEC
- 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.
- 1 understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 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.



AFFIDAVIT FOR CORPORATION

State of	Georgia	ss:
County of	Fulram	
	John C. Mc	<u></u>
	ling Span Colin	on Managurant of
(a corporation the questions and true as of deceptive or fi	described herein) being of the foregoing concerning the date of this affidavity raudulent statements in the	duly sworn, deposes and says that the statements and answers to ng the qualification statement and corporate officers are correct, and, that he/she understands that intentional inclusion of false, its statement constitutes fraud; and such action on the part of the for rejection of Proposer's proposal.
. тараам		Officer must also sign bere)
		CORPORATE SEAL.
Ackno day of	c, 2022, by	rans of L physical presence or online notarization this
OHEROVICA HEROVICA	AUBLIO AUBLIO	Killy a Peter Notary Public, State of Georgia Print Name: Kelly & Perest Commission No.: My Commission Expires: L15 he dy
"in	COUNTY	(SEAL)





- 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.
- 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):

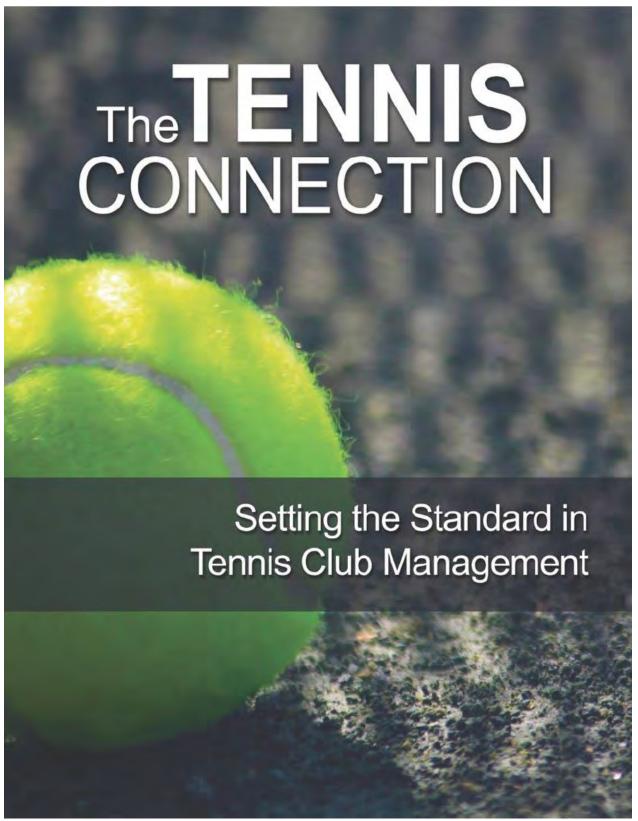
There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida. Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the 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 any action taken by or pending w	s not been placed on the convicted vendor list. (Please describe ith the Florida Department of Management Services.)
Acknowledged before me by meaday of	ns of Aphysical presence or online notarization this
WILLY A PETCH	Notary Public, State of Georgia Print Name: Lally A Poters Commission No.: My Commission Expires: 415124















DAVE FREIMAN TENNIS DIRECTOR

USPTA Elite Professional certification. Recipient of the 2020
USPTA Florida Division Industry Excellence Award (out of 1800
professionals). USPTA Florida District Professional of the year,
NAIA Collegiate Tennis All American and top 20 nationally
ranked player. Cardio Tennis certified as an instructor and
facility provider, USRSA member and racquet stringer.

Dave Freiman uses his extensive experience to find and train the right candidates to fulfill the needs of tennis clubs and customers. He puts plans in motion and guides his team in the right direction whether he's near or far. Dave's passion for tennis is still showcased on court when he teaches adults and children the skills needed to succeed in tennis.







ANDREW TOPE PROFESSIONAL HEAD COACH

USPTA Certified and LTA Licensed Level 3 coach. Recipient of the 2017/18 Sussex coach of the year award. With a combined 15 years of experience coaching, Andrew is diverse in his ability to train beginners to high level performance players. Most notably, "Andy" was the professional coach to Keelan Oakley an ATP Tour player; ranked #19 in the UK.

Coach Andy honed his ability to spot high capabilities in players while working as a Talent ID coach, identifying players for colleges in America. Andy's keen eye makes him an asset for any organization as he's known for exceeding the expectations of clients and building upon the skills of both children and adults.



OUR TEAM





USPTA Professional certification.
Previously a top USTA junior
player in Florida. Completed his
bachelor's degree on a full tennis
scholarship to a D1 college,
Florida Gulf Coast University.
Danny has been sharing his love
for the sport by teaching tennis
for nearly ten years.



AMANDA WINEMILLER

ADMINISTRATIVE SERVICES MANAGER

Graduated from Florida
State University with a degree in
Social Sciences; concentrations in
sociology and economics.
Experienced in sales, accounting,
payroll, event planning, social
media and operations management.
Amanda is highly efficient and
organized, while always maintaining
a superior level of customer service.



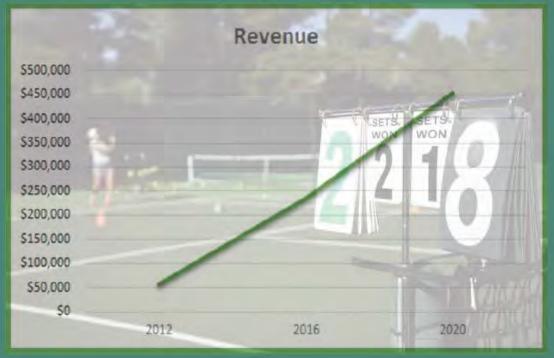
WHY US?

OUR EXPERIENCE & PROVEN TRACK RECORD

The Tennis Connection specializes
in small (eight courts or less) tennis facilities. Many of
which have been community amenities under CDD/HOA associations.
Our goal is to enhance student participation rates, tennis programs,
revenue, reservations and customer satisfaction; while maintaining the
facility and courts at the highest level. We've proudly transformed tennis
clubs, some in deep deficits, into thriving tennis destinations.









HIGHLIGHTS



QUALIFIED

The Tennis Connection has been serving tennis in the Tampa Bay area for 30+ years. Innovative and superior tennis programming delivered by highly qualified, certified tennis professionals. TC is a licensed provider of Cardio Tennis, Net Generation, Universal Tennis Rating (UTR) and High Performance for both adults & juniors.





QUALITY, QUANTITY AND TECHNOLOGY

Our group tennis classes are sought-after and often sold-out.

Lesson schedules are thoughtfully altered each season to cater to players skills in order to create optimal groupings and customer satisfaction. We offer Private and Semi-Private lessons at varying price points, based on the coach's level of expertise, as well as the number of players participating.

We provide our own custom tennis software for TC clients booking courts, tennis class registrations, tennis event sign-ups, client participation & management system, with an array of additional online features.



Custom Tennis Services

Direct <u>all</u> areas of tennis club activities and management thereof.

Develop instructional curriculum.

Design website and app specific to your tennis facility.

Offer year-round specialty tennis programs, clinics and fun tennis events for all ages and skill levels.

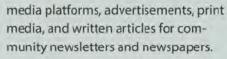


Manage pro shop including professional racquet stringing services.

Administrate payroll for coaches and staff.

Facilitate billing and collections of participant fees.

Promote tennis programs in social



Provide custom software to manage enrollments, court reservations, court usage, as well as customer information and payment processing.

Maintain tennis courts to the highest standards. Refurbishing, laser grading and resurfacing are services we offer.







Court & Facility Management



Educated Maintenance Staff

· Welch tennis training & Har-Tru workshops

Court Maintenance Planning

- · Top dressing clay every six months
- Replacing court lines every 3 to 4 years
- · Laser grading courts when necessary

Optional Tennis Facility Enhancements

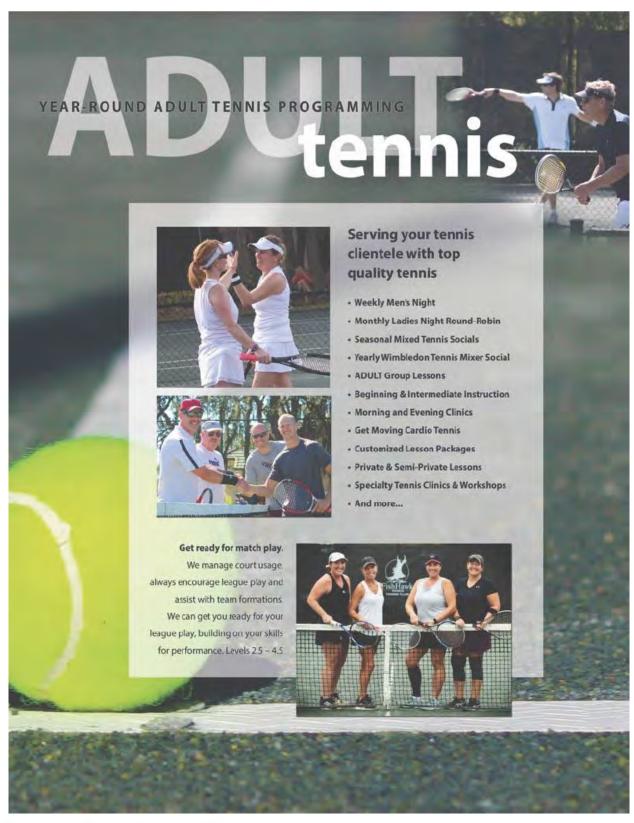
- Programming bulletin boards
- · Tennis pro shop makeover
- · Racquet stringing bar

Community & Social Responsibility

- · Subsidize TC junior helpers with scholarships
- · Community donation box for Seeds of Hope
- · Recycle decanters for recycling balls
- Sponsor local schools







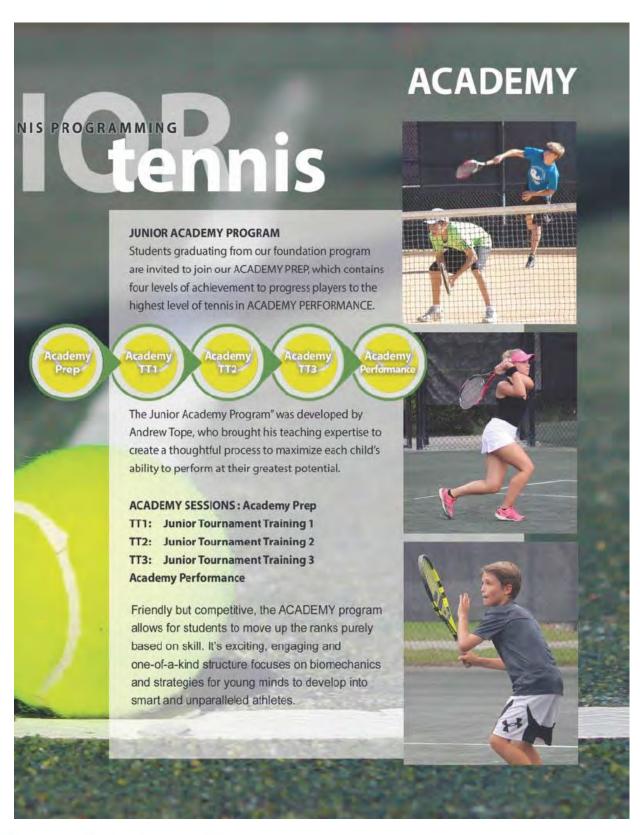






















TESTIMONIALS

"The Tennis Connection took our empty courts into the best program we have had at Meadow Pointe III Clubhouse."

-Daniel Richardson (Clubhouse Amenities Manager)

"Playing tennis for the past 8 years has become a huge part of my life! I have made incredible lifelong friends through this sport thanks to the Tennis Connection and their amazing staff! The facility is beautiful and definitely the best-groomed courts around!!!"



"I can highly recommend him [Dave Freiman] continuing to deliver successful tennis programming to clubs or communities like mine and yours."

-Gregg Gruhl (GL Sports Entertainment)

"After moving here from another planned community in Florida, I have been so pleased with the tennis facilities here and the pleasant, friendly people who work at the tennis club.

It is a wonderful asset to our community.

- Claire Parker (Resident)



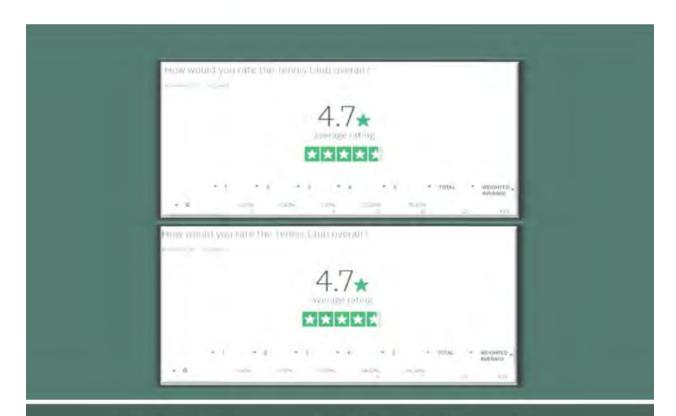
EXAMPLE OF AN ACTUAL SURVEY: Dec 2021 Tennis Connection

Q9 What makes your Tennis Club special to you and your family?

Answered: 17 Skipped 9

#	RESPONSES	DATE
1	N/A	1/3/2022 11:44 AM
2	Na	12/22/2021 10:46 PM
3	Close to home, great community	12/18/2021 7:08 AM
4	Friendly environment	12/17/2021 10:07 PM
5	I was interested in ternis lessons. Andy Tope is an amazing instructor with an extraordinary knowledge about the game. Because of Andy, I have invited friends to join the Tennis Club and join in on lessons. Andy is an asset to the tennis club.	12/17/2021 1:23 PM
6	My child loves the lessons he's had for the past three years	12/17/2021 12:31 PM
7	The staff . We've felt welcomed from the start. And it's been such an important part of each of our lives.	12/17/2021 11:54 AM
В	The commitment and dedication of the Staff. The friendliness of coaches and members. The good condition of the courts and the facilities. A good program with a number of different events for kids and adults making it very easy so socialize and exercise while having fun!	12/17/2021 11:48 AM
9	Excellent service, quality facilities,	12/17/2021 11:40 AM
10	Family friendly atmosphere with high level instruction. Good people all around.	12/17/2021 11:39 AM
11	My son has really enjoyed his group lessons. All the instructors are very good	12/17/2021 11:22 AM
12	It's a friendly environment. There is a good choice of tennis classes for kids.	12/17/2021 11:10 AM
13	fun & friendly.	12/17/2021 11:00 AM
14	My inquiry regarding tennis lessons was answered immediately and I was able to join a group within a few days.	12/17/2021 10:59 AM
15	The Tennis Club is the place where my daughter tried to play tennis for the first time and got in love with it.	12/17/2021 10:58 AM
16	Convenient location, great environment, clean and organized. Great coaches and friendly staff	12/17/2021 10:58 AM
17	It feels like playing at a friends house	12/17/2021 10:49 AM





Consistency is Key in Service







2022

Venetian Golf & River Club



The Tennis Connection of West Florida, Inc.

PO Box 22743

Tampa, FL 33622

(813) 252-1030



Executive Statement

The Tennis Connection of West Florida, Inc. has proudly developed a superior product of abundant programming, first-rate instruction, and impeccable customer service. Its one-of-a-kind team is eager and dedicated to making tennis clubs run more efficiently and at the highest possible standards. Innovative instruction and superior court conditions directly encourage players to continue with the sport, which positively impacts the health and wellness of the community.

History

The Tennis Connection of West Florida, Inc (otherwise known as "The Tennis Connection") started offering tennis programming and management services in 1989 and has served the Tampa Bay area for over 30 years. The Tennis Connection specializes in small (eight courts or less) CDD/HOA tennis facilities and has experience in managing more than a dozen accounts including city and county programs.

Nearly ten years ago, The Tennis Connection began cultivating its current team of professionals, each having their own specific skill sets ranging from tennis instruction to administrative and court maintenance. Like pieces to a puzzle, their uncanny ability to structure all facets of tennis club management has dramatically increased customer demand and satisfaction at multiple locations; accustomed to serving 600+ clients weekly from a single location.



Details of Service

The Tennis Connection administrative team creates exciting and fun tennis programming for all ages and skill levels with year-round tennis classes and a variety of tennis activities. Residents and members can register for all their tennis activities plus reserve courts via an interactive website and phone app, both designed by our team. Participants can manage their own accounts with ease.

We market these tennis activities and events through our social media presence, focused email marketing, newsletter articles, bulletin board postings and personal communications.

Customers are always made to feel welcomed and satisfied as front desk personnel are trained to check-in players, manage court sheets, process customer credits, and distribute waivers. The administrative staff's daily goal of responding to *every* email and voicemail, with no inquiries unanswered. Surveys are periodically sent out to participants, and the information is used to further improve service.

Clay court maintenance team provides the highest standards and knowledge in the maintenance of Har-Tru clay tennis courts and the unique care required in sub-surface irrigation. Hydro-Grid and Hydro-Court both need daily monitoring of court conditions and management of watering amount and times, adjusted based on court situation and weather conditions, temperatures, wind, rainfall, etc..

Staff rakes, brushes and lines courts daily. A full maintenance schedule is set up to insure daily, weekly and monthly court maintenance. Annual and semi-annual top dressing is calculated and budgeted.

The Tennis Connection will oversee getting bids and the management of periodic tennis maintenance needs such as resurfacing, laser grading, clay replacement and installation, light replacement, etc. with every effort to insure that the highest standards are met. We also have a team that can offer a bid as well as supervise the completion of all projects.

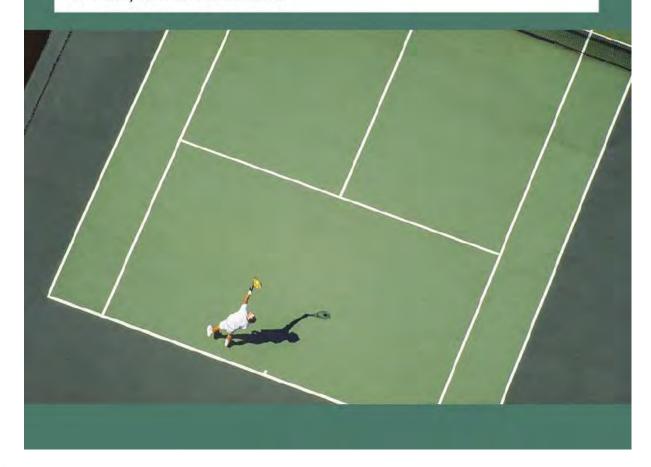


Term of Contract

Proposed three-year length of contract beginning summer 2022.

Expectations

- One court in the mornings to teach residents, members and guests.
- ◆ Two courts in the afternoons to teach residents, members and guests.
- ◆ One to two courts in evenings (6 9 p.m.) to teach residents, members and guests.
- ◆ The ability to use open courts until a reservation occurs and/or block out courts for scheduled tennis activities or events.
- Ability to teach non-residents





Tennis Connection Responsibilities

- Seasonal comprehensive tennis programs.
- · Tennis events ranging from bi-weekly to annually.
- Maintain courts to the highest standards.
- Customized software for ease of user experience and communication.
- Training, supporting, and overseeing on-site staff; professional coaches, assistants, administrative and maintenance staff.
- Processing all instructor, court maintenance and administrative payroll.
- Managing tennis instruction equipment and related supplies.
- Facilitating pro shop activities such as keeping supplies, ordering merchandise, tracking revenue and sales taxes.

Financial Options

Financial

 Salary
 \$80,000

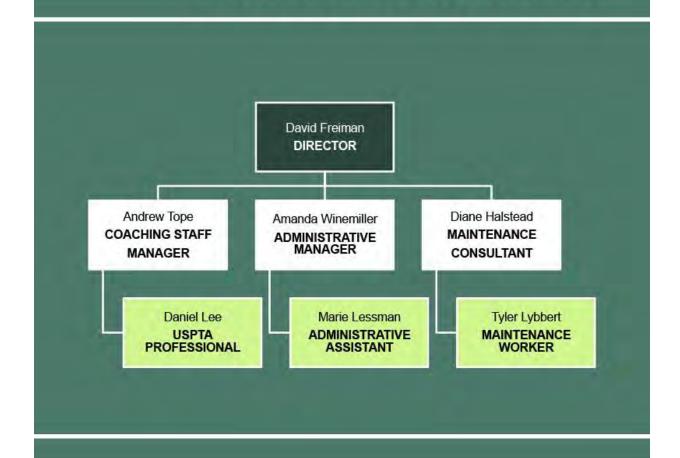
 Pro Shop
 100%

 Lessons/Events
 90%/10%

- Revenue generated from tennis programs (i.e., clinics, camps, events) will be split 90% to The Tennis Connection and 10% to Venetian Golf & River Club. Ten percent disbursement occurs quarterly.
- Includes dedicated court maintenance staff.



ORGANIZATION CHART



Experienced team ready and willing to share their knowledge and train staff to meet and exceed the unique needs of your tennis facility.





REFERENCE LIST

Reference Name	Barry Moon		
Company Name	Grand Hampton Community		
Location	Tampa, FL 33647		
Contact	(813) 965-5065 BMoon@MelroseManagement.com		

Reference Name	Dan Richardson	
Company Name	Meadow Pointe Three Community	
Location	Wesley Chapel, FL	
Contact	(813) 333-8490 DanDeeKyle@TampaBay.rr.com	

eference Name Kelly Shires	
Company Name	MiraBay Community
Location	Apollo Beach, FL
Contact	(813) 376-3203 KellyShires@yahoo.com

Reference Name	Joe D'Aleo		
Company Name	USPTA		
Location	Florida Division		
Contact	(850) 865-1297 Joe.Daleo@vacasa.com		



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 Manager's Fee as set forth herein. 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.

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

Year 1 -	Eighty Thousand Dollars	dollars (\$_80,000)
Year 2 -	Eighty Thousand Dollars	dollars (\$_80,000)
Year 3 -	Eighty Thousand Dollars	dollars (\$_80,000)
	on to be added to wages paid	

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 (10 %)

ame of Pro	poser: The Tennis Connection of We	sst i ionua, inc
gnature: _	EdA h	
rint Name:	David A. Freiman	
itle: Presid	dent	

Ten



Tennis Connection Qualification Statement

VENETIAN COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

Proposer: The Tennis	Connection of Wes	st Florida, INC.	/ / A Partnership
	Company Name		/x/ A Corporation
Parent Company Nar	ne: <u>n/a</u>		/_/ A Subsidiary Corporation
Parent Company Add	ress:		
Street Addressn/a			
P.O. Box (if any)	n/a		- 12
City _n/a	State		Zip Code
Telephone _n/a		_ Fax no	
1st Contact Name	n/a		Title
2nd Contact Name	n/a		Title
Proposer Company A		2.17.2	
Street Address11309	Hidden Valley Lan	е	
P. O. Box (if any)	n/a		
City Riverview	State	Florida	Zip Code33569
Telephone 813-252-1	030	_ Fax no	- 10 4
1st Contact Name	David Freiman		Title President
2nd Contact Name	Amanda Winemi	ller	Title Administrative
List the location of th	e office from w	hich the propos	ser would provide services to Venetian
Street Address_11309	Hidden Valley Lan	e	
City_Riverview		_StateFlorida	Zip Code_33569
Telephone_813-252-10	30	Fax N	No
1st Contract Name_D	avid Freiman		Title_ President
Is the Proposer incorp	oorated in the S	tate of Florida?	? Yes (x) No ()



	6.1	If yes, provide the fo	ollowing:					
		Is the Company Corporations? Y		he Florida	Department of State, Di	vision of		
		If no, please exp	lain					
		<u> </u>				_		
		2. Date incorporate	ed 4/5/2007	c	Charter No. Document Num P07000042584			
	6.2	If no, provide the fo	llowing:					
		3. The State with w	whom the Proposer's cor	npany is ir	ncorporated?	_		
		4. Is the company i	Is the company in good standing with the State? Yes () No ()					
		If no, please exp	lain					
		Date incorporate	ed	c	harter No	_		
		6. Is the Proposer's Yes () No ()	s company authorized to	do busine	ss in the State of Florida?			
	6.3	(i.e.: Limited Liabili	corporated, please ident ity Company, Partnershi i the business of providi	p, etc.) and	d the number of years			
7.		he Proposer's compani nunity previously? Yo		a commun	ity development district o	or similar		
	7.1	If yes, provide the fo	ollowing:					
		7. 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 curre							
		client.			,			
	77.71	4 D	1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1	7 Answer	<u>us</u>			
8.	wnat	are the Proposer's cui	rent insurance limits?	9.5 years	FishHawk Ranch Tennis Club Grand Hampton Tennis	Contract Ended		
	General Liability		\$ 2,000,000.	to years	Grand Hampton Tennis	Current Client		
		mobile Liability	\$_500k					
		rella Coverage	\$_n/a					
		ers Compensation	\$ 100k/100k/500k					
	Expiration Date		7/29/2022					
			10					



bidding or contracting or	Proposer or any of its affiliates are presently barred or suspendent any state, local, or federal contracts in any state(s)? Yes () f the company (ies)
The state(s) where barred State the period(s) of deb	d or suspended
	iled to fulfill its obligations under any contract awarded to it? where, and why?
organization that has fail	er of the Proposer ever been an officer, partner, or owner of son ed to fulfill job duties or otherwise complete a contract? ate name of individual, other organization and reason therefore.
Proposer, any personnel	ng but not limited to both criminal and civil) litigation to which to work at the District, any officer and/or employee of the Propo
Proposer, any personnel has been a party to in the Has the Proposer or any status by a governmental	to work at the District, any officer and/or employee of the Propo
Proposer, any personnel has been a party to in the Has the Proposer or any status by a governmental surrounding such denial	to work at the District, any officer and/or employee of the Proportion I last ten (10) years. None None of its affiliates ever been either disqualified or denied prequalified entity? Yes () No (×) If so, discuss the circumstances



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

FishHawk Ranch Tennis Club Contract Ended April 2022 after 9.5 years. We outgrew facility, new board, new direction. RFP done January 2022 Contact Name: Tom Avino, Board Member 813-716-4062

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.

David Freiman		President		
Name	Positi	Position		
Directing; Marketing; Programming	32 years	25 years		
Type of Work	Yrs. Exp.	Yrs. With Firm		
Amanda Winemiller	Admi	nistrative Manager		
Name	Positi	on		
Administrative; Customer Service; Social Medi	a 10 years	2 years		
Type of Work	Yrs. Exp.	Yrs. With Firm.		

12

Andy Tope;

Develop and Train Coaches; Create Instructional Curriculum; Special Events

Create Instructional Curriculum; Special Ever

Diane Halstead; Evaluate Court Conditions; Maintenance Schedules; Training Director of Coaches

15 Years Exp; 3.5 Years with Firm

Court Maintenance Supervisor

20 Years Exp; 10 Years 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 The David Freiman [Type Name and Title of Person Signing]
This 28th day of fuge, 2022.
(Corporate Seal)
STATE OF Horida COUNTY OF Hills borous Acknowledged before me by means of Uphysical presence oronline notarization this 28 to day of
Notary Public, State of Floride Notary Public, State of Floride Print Name: Cynthig L Alloway Commission No.: 66-201320 My Commission Expires: 81812022

END



CORPORATE OFFICERS

Company Name_ The Tennis Connection of West Florida, INC

Date June 24, 2022

	FOR PARENT COMPANY (if applicable)			Sandy Dunning	David Freiman	NAME FOR PROPOSER	Provide the following information for Officers of the Proposer and parent company, if any
				Vice President	President	POSITION OR TITLE	roposer and parent compa
				Creative Concepts; Design; Marketing Brochures	Strategic Planning; Programming; Recruiting	CORPORATE RESPONSIBILITIES	ny, if any.
				Riverview, Florida	Riverview, Florida	INDIVIDUAL'S RESIDENCE CITY, STATE	



AFFIDAVIT FOR INDIVIDUAL

State of Florida	ss:
County of HillshoroujL	
0	
David Freiman	, being duly sworn, deposes and says that ning the qualification statement and corporate officers
contained herein are correct and true as of this date	and that he/she understands that intentional inclusion is statement constitutes fraud; and will be considered
	1015
Name of the latest and the latest an	NAM M
	(Proposer must also sign here)
Acknowledged before me by means of \sqrt{r}	physical presence or online notarization this 28
day of June, 2022, by David to me or () has produced	hysical presence or online notarization this 28 Freiman who is (*) personally known as identification.
to the or () has produced	a memoria
HALYNE ALVINE	Cypellera E Allanay
Constant of the second	Notary Public, State of Fluride! Print Name: Cynthing L. Alloway
* #GG 207320	Commission No.: <u>66201320</u> / My Commission Expires: <u>8-6-2022</u>
Sem justified	
(SEAL)	



AFFIDAVIT FOR PARTNERSHIP

State of	ss:
County of	
answers to the questions concern true as of the date of this affida	being duly sworn, deposes and says that the statements and sing the qualification statement and corporate officers are correct and avit; and, that he/she understands that intentional inclusion of false
	is on this statement constitutes fraud; and such action on the part of the institute good cause for rejecting Proposer's proposal.
_	(Signature of a General Partner is Required)
	by means of physical presence or online notarization this by who is () personally known
to me or () has produced	as identification.
	Notary Public, State of
	Print Name: Commission No.: My Commission Expires:
(SEAL)	



AFFIDAVIT FOR CORPORATION

State of County of	Florida Hillshorough	ss:	
(a corporation	described herein) being de	President of West Plurida, Inc. uly sworn, deposes and says that the state	
and true as of deceptive or f	the date of this affidavit; fraudulent statements in this	ng the qualification statement and corpora and, that he/she understands that intention is statement constitutes fraud; and such act for rejection of Proposer's proposal.	nal inclusion of false, tion on the part of the
		(Officer must also sign he CORPORATE SEAL	coolfic
day of fun	owledged before me by mea 2, 2022, by	ns of physical presence or online noted to be a presence or who is as identification	(personally known
	WHITE ALL OF THE SECOND	Notary Public, State of Flor Print Name: Cyp Hole L Commission No.: 6620 My Commission Expires: 81	lloway 1320
	Conded Mondo	(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.

This sworn statement is submitted to Venetian Community Development District.

2.	This sworn statement is submitted by The Tennis Connection of West Florida, INC [Print Name of Entity Submitting Sworn Statement]					
	whose business address is 11309 Hidden Valley Lane, Riverview, FL 33569					
	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					
	swom statement:)					
3.	My name is David Freiman and my relationship to the					
	entity named above is President					

- 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:
 - 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.
- 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.)

х	Neither the entity submitting this sworn statement, nor any officers, directors, executives,
partne	ers, 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: 4-28-22

STATE OF Florida

COUNTY OF Hill Showof

Acknowledged before me by means of physical presence or online notarization this 28th day of wheeledged before me by means of physical presence or online notarization this 28th day of who is (1) personally known to me or (1) has produced as identification.

Captual C flower Print Name: Cynthing L Alloway Commission No.: G6201320

My Commission No.: G6201320

My Commission Expires: 8167222



