



Rizzetta & Company

Venetian Community Development District

Board of Supervisors' Meeting January 9, 2023

**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
	Ernest Booker	Vice Chairman
	Ken Smaha	Assistant Secretary
	Jill Pozarek	Assistant Secretary
	Cheryl Harmon Terrana	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
District Office · Ft. Myers, Florida · (239) 936-0913
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.venetiancdd.org

January 3, 2023

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, January 9, 2023 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. STAFF REPORTS**
 - A. District Engineer
 - B. District Counsel
 - C. River Club
 - D. Field Manager
 - E. District Manager
- 5. BUSINESS ITEMS**
 - A. Presentation by Dana Investments
 - B. Review of December 16, 2022 Landscape Inspection Report Tab 1
 - C. Review of Landscape & Irrigation Maintenance RFP Tab 2
 - D. Consideration of LMP Proposal for Post Hurricane Recovery Completion Tab 3
 - E. Consideration of FEMA Funding Agreement Tab 4
 - F. Consideration of Build Signs Online Proposal for Street Signs and Posts Tab 5
 - G. Review of Draft Access Policy and Post Orders Tab 6
 1. Consideration of Resolution Related to Security Procedures Tab 7
 - H. Consideration of Universal Access Quote for River Club Exterior and Parking Lot Access to the Pool Tab 8
 - I. Consideration of Synergy Lighting Proposal for Upgrading Tennis Court Lights (1, 2, 3, 4) to LED Tab 9
 - J. Consideration of Solitude Lake Management Proposal for Replacement of Pond 15 Fountain Tab 10
 - K. Discussion Regarding River Club Outside Events
 - L. Discussion Regarding Neal Commercial Development
 - M. Advisory Committee Appointments
- 6. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on November 14, 2022 Tab 11

- B. Consideration of the Minutes of the Board of Supervisors'
Meeting held on December 12, 2022..... Tab 12
- 7. **CONSENT ITEMS**
 - A. Acceptance of Advisory Committee Meeting Minutes..... Tab 13
 - 1. Landscaping Advisory Committee Minutes of
November 7, 2022
- 8. **SUPERVISOR REQUESTS AND COMMENTS**
- 9. **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.

Very truly yours,
Belinda Blandon
Belinda Blandon
District Manager

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

Tab 1

VENETIAN

LANDSCAPE INSPECTION REPORT



December 16th, 2022
Rizzetta & Company
John R. Toborg – Division Manager
John Fowler – Landscape Specialist



Rizzetta & Company
Professionals in Community Management

Summary, River Club

General Updates, Recent & Upcoming Maintenance Events

- ❑ Please notify me 5 days before each fertilization event. We need this for scheduling to ensure the proper amount of fertilizer is being applied for payment.
- ❑ Palm fronds need to be removed from the Medjool Palms from almost every roundabout throughout the community.

The following are action items for LMP to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Bold & Underlined** is info or a question for the BOS. **Orange** is items for Staff to address.

1. The Jasmine cut back in the small medians of the parking lot at the River Club that were struggling have started to flush out and looks good. However, the 'Dwarf' Firebush are still struggling. Will these recover?
2. In the small medians of the parking lot of the River Club, there are a lot of exposed drip line. This could be a trip liability and need to be pinned and buried. (Pic. 2)
5. There are several declining Croton in the River Club parking lot bed next to the handicap spot heading down the sidewalk towards the main entrance to the building. Please check the irrigation and diagnose and treat as necessary. (Pic. 5)



3. St. Augustine turf around the River Club is sparse and needs improvement in vigor. How will this be accomplished? When is the next fertilizer event?
4. Remove the dead Magnolia leaves on the ground in the beds around the clubhouse.
6. The palms in the bed just to the North of the entrance into the River Club building are pushing up new fronds and appear they will survive Hurricane Ian damage.
7. **Exposed drip line that needs to be buried and pinned within the beds around the River Club. If the area is under construction, then please at least pin them down to prevent a trip hazard liability.**



River Club

8. Allow the Podocarpus around the tennis courts to grow together to create one uniform screen hedge. (Pic. 8)



9. The Palms in the pool area at the River Club need to be pruned. There are a lot of dead hanging fronds.

10. Need to remove the dead Red Ti stalks in the bed within the pool area. (Pic. 10)



11. Diagnose and treat the declining Hibiscus hedge row lining the inside of the North fence within the pool area at the River Club.

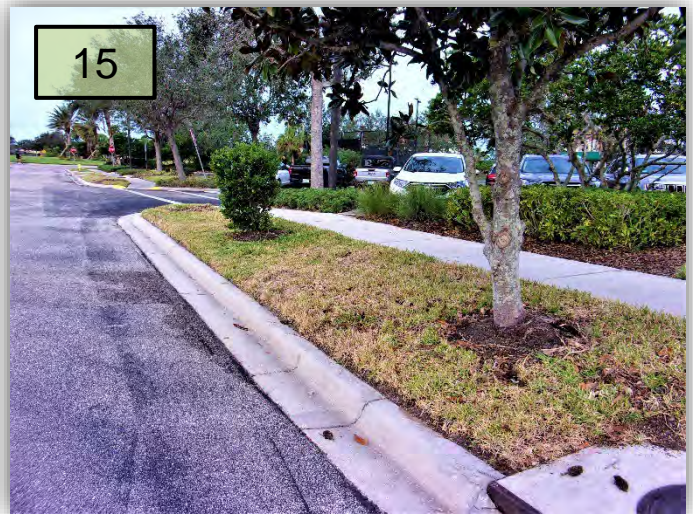
12. Start pushing back the preserve on the back side of the pond just north of the pool at the River Club. It is becoming overgrown and if not attended to soon a mower will not be able to access the backside.

13. Diagnose and treat 'Petit' Ixoras in decline in the bed next to the River Club building within the pool area. Prune out any dead material. (Pic. 13)



14. Prune Ligustrum trees off the gutters and eaves around the front of the River Club building.

15. Diagnose and treat the St. Augustine turf on the outbound ROW from the River Club. (Pic. 15)



16. Prune the Pygmy Date Palm on the Southwest corner of the tennis courts behind the no overnight parking sign.

17. Prune the dead and fronds laying on the ground on the Bird of Paradise plants on the inbound ROW bed coming into the River Club parking lot.



River Club, Veneto Blvd

18. LMP will need to monitor the Variegated Shell Ginger within the middle median coming into the River Club parking lot. Ligustrums and Palms have been removed here due to Hurricane Ian, exposing them to more sunlight.

19. The Viburnums installed over a year ago continue to struggle in the South bed of the River Club parking lot. I feel these should be replaced and have the irrigation checked. Should micro jet irrigation be installed within all the beds at the parking lot? (Pic. 19)



20. There are several palm volunteers that need to be removed in the beds on the South end of the River Club parking lot along the sidewalk by the loading dock.

21. Remove the debris, mostly Sable Palm boots, within the bed along the sidewalk on the South end of the loading dock.

22. There is a Ligustrum down that needs to be removed along Bella Vista Terr. on the West side of the tennis courts. (Pic. 22>)

23. A different, healthy, Ligustrum needs to be trimmed in the parking lot next to the tennis courts. Please continue to not sheer these tightly and leave an open loose appearance. Only tip pruning what is needed.

24. The turf on the Southwest corner behind the River Club is off color compared to the rest of the Great Lawn area. Please check the irrigation and diagnose and treat if necessary.

25. Diagnose and treat the Foxtail Ferns in front of the River Club sign on the exit side of Veneto Blvd. Remove any dead stalks in need.

26. Prune the Awabuki Viburnum hedge by the tennis court to 8 feet. Maintain the height moving forward between 8 to 10 feet.

27. Diagnose and treat a declining Awabuki Viburnum on the Northwest corner of the tennis courts along Bella Vista Terrace.

28. Palm trees at the large roundabout still need to have the dead hanging fronds removed.

29. What is the timeline to replace the plantings that did not thrive under the Royal Poinciana Tree at the roundabout in front of the River Club?

30. Remove the dead hanging Oak limbs along Veneto Blvd. caused by Hurricane Ian.

31. There are several Oaks in need of having the canopy lifted to the contract specs on the West ROW of Veneto Blvd. Especially, the Oaks that overhang Veneto Blvd.



Roundabouts for Subdivisions

32. Remove dead Magnolia leaves in the beds on Veneto Blvd ROWs.

33. Diagnose and treat the stressed turf on the Veneto Blvd ROW in front of the Brunello monument. (Pic. 33)



34. More turf stress on Veneto Blvd. by Martellago Dr. Diagnose and treat accordingly.

35. Remove the dead off the bottom of the False Agave on the recently landscaped roundabouts. The rest of the plantings look good and are thriving except for this one detail. (Pic 35)



36. Need to remove the damaged Ilex Shilling shrubs that were damaged staking the Medjool Palm at the Treviso Ct. roundabout. Treat the turf weeds at this roundabout as well.

37. The Awabuki Viburnum have been pruned to approximately 8 feet in front of each subdivision. Please have these maintained at or below 10 feet moving forward.

38. Diagnose and treat the turf on Padova Way just East of the lift station between the sidewalk and the road. (Pic. 38)



39. The lift station on Padova Way is still in need of detailing. Dead branches need to be removed. There are a lot of weeds that need to be pulled or treated. There are palm volunteers that need to be removed growing within the shrubs.

40. There is a valve cover missing at the lift station as well. Please have this replaced. (Pic. 40)



Roundabouts in Subdivisions

41. Diagnose and treat the Ilex Shilling at the Mestre Pl. North roundabout. Please cut out and remove any dead material within them.

42. Remove the dead trees and straighten the Oaks needed at the emergency exit off Padova Way. (Pic. 42)



43. Treat the broadleaf weeds in the turf in front of the Palermo monument on Padova Way.

44. Diagnose and treat the Foxtail Ferns in front of the Palermo monument on Padova Way. Remove any dead stalks.

45. There is a missing valve box cover lid on the Mestre Ct. roundabout. Please replace. (Pic. 45)



46. Diagnose and treat the Awabuki Viburnum to the East of Martellago Way North entrance on Veneto Blvd. (Pic. 46)



47. Diagnose and treat the Juniper 'Parsoni' on the side of the Rialto monument. Please remove any dead branches. (Pic. 47)



48. Trim the Ornamental grasses off the turf on the West ROW on Martellago Way just North of Veneto Blvd.

49. Treat the turf weeds on the West ROW on Martellago Way just North of Veneto Blvd. Both broadleaf weeds and Dollar weed.

50. The Medjool Palm was removed at the Burano Ct. roundabout. Shrubs that were damaged during this removal need the dead cut out and straighten any in need.

Otello, Portofino

51. Remove the vines growing within the Ilex Shilling on the Burano Ct. roundabout.

52. The Otello wall has been pruned. Please maintain just below the height of the wall. This bed still have weeds that need to be treated or removed. (Pic. 52)



53. Remove a large dead Oak branch along the Otello wall.

54. Remove an Ilex Shilling stump that was damaged from staking the palm at the Martellago Way North roundabout.

55. Treat the weeds in the roundabout bed at Asti Ct.

56. Diagnose and treat the Ilex Shillings on the North roundabout on Cipriani Way. Also, please remove the stump of the Ilex Shilling that has snapped off or removed. (Pic. 56>)

57. Remove the dead out of the Ilex Shilling on the Bellini Ct. roundabout.

58. Need to prune the shrubs at the Palazzo Ct. roundabout to provide the correct terracing between the Gold Mound and Arboricola species for the desired appearance.

59. Remove the dead Paurotis Palm stalk at the front North entrance onto Cipriani Way.

60. Still need to detail and cleanup the lift station on Portofino Dr. Weeds need to be removed and prune the shrubs. This has been on several reports. When will this be completed? (Pic. 60)



61. Provide the correct terracing between the Coco Plum and Gold Mound at the roundabout on Valenza Ct.

62. There is a valve box cover laying on top of the Ilex Shilling on Terra Belle Ct. There is also drip line exposed where an Ilex Shilling has been removed to stake the Medjool Palm. Please check for damage and pin.

63. Treat the broadleaf weeds within the St. Augustine turf at the Medici Ct. roundabout.



Pesaro, Avalini Park, Laurel Rd.

- 64. Treat the broadleaf turf weeds across the street from the lift station on Pesaro Dr.
- 65. Need to provide the correct terracing between the Arboricola and Ilex Shillings at the Savona Way South roundabout.
- 66. Prune the Viburnum to 8 feet behind the Castello monument to be consistent with the rest of the community.
- 67. Need to remove the dead Pine Tree branches at Avalini Park. There are also several palm volunteers that need to be removed. (Pic. 67)



- 68. Tread the broadleaf weeds in the turf at Avalini Park.
- 69. Laurel Rd. from Veneto Blvd entrance heading East, there are a lot of weeds and vines growing within the Firebush and Juniper that need to be removed.
- 70. Need to set a strong bed line for the beds along Laurel Rd.
- 71. Medici berm still needs detailing. A path has been mowed to make it more presentable, but the shrubs still need to be pruned and weeds treated.



Tab 2

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES
VENETIAN
COMMUNITY DEVELOPMENT DISTRICT

Prepared by:

Rizzetta & Company, Inc.
3434 Colwell Avenue, Ste. 200
Tampa, Florida 33614

December 2022

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REQUEST FOR PROPOSALS
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES FOR:
VENETIAN COMMUNITY DEVELOPMENT
Sarasota County, Florida

Notice is hereby given that the **Venetian Community Development District** (the “District”) will accept proposals from qualified firms interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual.

The Project Manual, including among other materials, contract documents, project scope, technical specifications, proposal forms and site plan will be available for purchase beginning **12:00 p.m., February 6, 2023**, from the Offices of Rizzetta & Company, Inc., located at 5020 W. Linebaugh Ave., Suite 240, Tampa, Florida 33624. The cost for the Project Manual is **\$100.00**; please make checks payable to Rizzetta & Company, Inc. **NO CASH OR CREDIT CARD ACCEPTED.**

There will be a mandatory pre-proposal meeting beginning at **10:00 a.m., Friday, February 17, 2023**, at the Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275. Proposers who do not attend the pre-proposal meeting will not be eligible to submit a proposal.

The District is a special-purpose taxing District created by Chapter 190 Florida Statutes. The Entities submitting proposals must be able to provide for the level of service as outlined in the Project Manual Disk and meet the following qualifications: (i) fully licensed and insured, (ii) 5 years minimum continuous operation (iii) experience with at least three other communities of a similar nature, size and amenity level to the Venetian CDD project, with verifiable references on those projects, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, (v) Proposer will be encouraged to have made a site visit prior to submitting the proposal and will be responsible for 100% of their own area takeoffs, (vi) Proposer must submit total price along with an option for five (5) one (1) year renewals with price, and (vii) must attend the mandatory pre-proposal meeting as stipulated above.

Firms desiring to provide services for this project must submit one **(1) original, six (6) hard copies and one (1) digital copy** (in the form of a flash drive) of the required proposal no later than **10:00 a.m., March 8, 2023**, at the Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275 Attention: Keith Livermore. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package, and shall clearly identify the project. Proposals may be shipped, mailed or hand-delivered. No facsimile, electronic or other type of submittals will be accepted. Proposals will be publicly opened at the time and date stipulated above or as soon thereafter as possible; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Rankings will be made on the basis of qualifications according to the Evaluation Criteria contained within the Project Manual Disk. The District has the right to reject any and all proposals, postpone the award of the contract, to elect not to proceed with the subject award process, make modifications to the work, and waive any technical errors, informalities or irregularities if it determines in its sole and absolute discretion, whether or not reasonable, it is in the District’s best interest to do so. Any and all questions relative to this project shall be directed in writing, by e-mail only, to John Toborg at jtoborg@rizzetta.com. **Questions received after 4:00 p.m., February 28, 2023, will not be answered. Answers to all questions will be provided to all proposers via e-mail by 5:00 p.m., March 1, 2023.**

Venetian Community Development District
Belinda Bandon, District Manager, Run Date: **February 5, 2023**

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services Sarasota County, Florida

Instructions to Proposers

SECTION 1. DUE DATE. Sealed proposals must be received no later than 10:00 a.m., March 8, 2023, at the Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275, Attention: Keith Livermore. Proposals will be publicly opened at that time or as soon thereafter as possible. Proposals received after the time and date stipulated above will not be considered.

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

SECTION 3. MANDATORY PRE-PROPOSAL MEETING. There will be a mandatory pre-proposal meeting beginning at 10:00 a.m., February 17, 2023, at the Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275. Proposers who do not attend the pre-proposal meeting will not be eligible to submit a proposal.

SECTION 4. FAMILIARITY WITH THE PROJECT. Before submitting a proposal, the Proposer shall carefully examine the drawings, read the specifications, visit the project site, and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the project. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions.

SECTION 5. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 6. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 7. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 8. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to John Toborg at jtoborg@rizzetta.com. Interpretations or clarifications considered necessary in response to such questions will be issued by

Addenda to all parties recorded as having received the Project Manual as well as attended the mandatory pre-proposal meeting. Questions received after 4:00 p.m., February 28, 2023, will not be answered. Answers to all questions will be provided to all proposers by e-mail by 5:00 p.m., March 1, 2023. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 9. SUBMISSION OF PROPOSAL. Submit one (1) original, six (6) hard copies and one digital copy in the form of a flash drive of the proposal forms, along with other requested attachments, at the time and place indicated herein. Proposals shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Venetian Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

SECTION 10. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 11. PROJECT MANUAL. The Project Manual will be available beginning 12:00 p.m., February 6, 2023, from the Offices of Rizzetta & Company, Inc., located at 5020 West Linebaugh Ave., Suite 240, Tampa, Florida 33624. The cost for the Project Manual is **\$100.00**; please make checks payable to Rizzetta & Company, Inc. NO CASH OR CREDIT CARD ACCEPTED.

SECTION 12. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda. In making its proposal, each Proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. The Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

SECTION 13. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, whether or not reasonable, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 14. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District’s option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor (“Contractor”) will execute a contract for a specified term. Upon expiration or termination of

any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

SECTION 15. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 16. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.

SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 18. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein including the size of crew(s) and how many days a week workers will be on property, both irrigation and landscape, common area mowing, pond bank mowing and detail crews.
- B. Completed price proposal (forms attached).
- C. 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.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level. Include a staffing plan depicting the quantity of laborers, crew chiefs, field managers as well as work hours and days spent on the property.
- E. 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 the name, address and phone number of a contact person.

- F. Information related to other projects of similar size and scope which Proposer has provided or is currently providing landscape and irrigation maintenance services (forms attached as part of Contractor's Qualification Statement).
- G. 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.
- H. Completed copies of all other forms included within the Project Manual.

SECTION 19. PROTESTS. Any protest regarding proposal rejection, or a proposal award, or the Project Manual, including specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours after the receipt of the notice of the District's decision or the proposed project plans and specifications or other contract documents, as applicable, and must be filed at the offices of Rizzetta & Company, Inc., located at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, Attention: District Manager. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest.

SECTION 20. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets, contained within the Project Manual. Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any Board member, staff member or any person other than the appointed staff for questions relating to this project. Anyone attempting to lobby District representatives will be disqualified.

SECTION 21. COLLUSION. Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 22. CHANGES/MODIFICATIONS. The District reserves the right to order changes in the scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the unit prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 23. BLACKOUT PERIOD/CONE OF SILENCE. The blackout period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, any attempt to influence the thinking of District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 24. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

SECTION 25. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

SECTION 26. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

**VENETIAN
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel (10 Points Possible) (Points Awarded)

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Proposed Staffing Levels

Landscape Maintenance staff will include _____ laborers, _____ Supervisors, and _____ Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

2. Experience (20 Points Possible) (Points Awarded)

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc)

1. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____
Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____
2. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____
Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____
3. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____

Experience cont.

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

4. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

5. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

3. Geographic Proximity (10 Points Possible) (_____ Points Awarded)

Distance of Service Branch to project is _____ miles.

4. Understanding Scope of RFP (10 Points Possible) (_____ Points Awarded)

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

5. Financial Capacity (10 Points Possible) (_____ Points Awarded)

Demonstration of financial resources and stability as a business entity necessary to implement and execute the services required as discussed in Landscape Maintenance Agreement. At a minimum, Proposer must include proof of ability to provide insurance coverage as required by the District as well as "Compiled" Financial Statements current to within twelve (12) months.

6. Price (25 Points Possible) (_____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL SIX YEARS' PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND ALL ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor "C" will receive 12.35 of 25 points.

7. Reasonableness of ALL Numbers (15 Points Possible) (_____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer & mulch quantities, General Landscape Maintenance costs, etc.) provided in Parts 1,2,3,4, 5 & 6.

Proposer's Total Score

(100 Points Possible) (_____ Points Awarded)

VENETIAN COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

- Proposer: _____ / _ / A Partnership
[Company Name] / _ / A Corporation
 / _ / A Subsidiary Corporation
- Parent Company Name: _____
- Parent Company Address:

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____
- Proposer Company Address (if different):

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____
- List the location of the office from which the proposer would provide services to Venetian.

Street Address _____

City_____State_____

Zip Code_____

Telephone_____Fax No._____

1st Contract Name_____Title_____

6. Is the Proposer incorporated in the State of Florida? Yes () No ()

6.1 If yes, provide the following:

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

If no, please explain _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated. _____

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

If no, please explain _____

- Date incorporated _____ Charter No. _____

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

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

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

7.1 If yes, provide the following:

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

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(20) _____, (21) _____, (22) _____.

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

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

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

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

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

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

13. List any and all litigation to which the Proposer, any personnel to work at Venetian, any officer and/or employee of the Proposer has been a party in the last five (5) years. _____

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

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: _____
16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why: _____
17. 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.
18. 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.
19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

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

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

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

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

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

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

Name Position

Type of Work Yrs. Exp. Yrs. With Firm

Name Position

Type of Work Yrs. Exp. Yrs. With Firm

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Venetian CDD or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Venetian CDD should consider the Proposer for bidding on the landscape services request for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

Name of Proposer

By: _____

[Type Name and Title of Person Signing]

This _____ day of _____, 20__.

(Corporate Seal)

Sworn to before me this _____ day of _____, 20__.

(Seal)

Notary Public/Expiration Date

CORPORATE OFFICERS

Company Name_____

Date_____

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

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

AFFIDAVIT FOR INDIVIDUAL

State of _____ ss:

County of _____

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

(Proposer must also sign here)

Sworn to before me this _____ day of _____, 20__.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR PARTNERSHIP

State of _____ ss:

County of _____

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

(Signature of a General Partner is Required)

Sworn to before me this _____ day of _____, 20__.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

State of _____ ss:

County of _____

(title) _____ of
the _____

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

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this _____ day of _____, 20__.

Notary Public/Expiration Date:

(SEAL)

**AGREEMENT FOR LANDSCAPE AND IRRIGATION MAINTENANCE
SERVICES BETWEEN VENETIAN COMMUNITY DEVELOPMENT
DISTRICT AND _____**

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 20____, by and between:

Venetian Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Manatee County, Florida, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “District”); and

_____, a _____, whose address is: _____

(the “Contractor”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, landscaping and irrigation improvements; and

WHEREAS, the District desires to retain an independent contractor to provide landscape and irrigation maintenance services within the District; and

WHEREAS, the Contractor represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials necessary for the provision of landscape and irrigation maintenance services as described herein and in **Exhibit A** (the “Services”), attached hereto and incorporated by reference herein, within the District. Such lands on which Services shall be provided are as more particularly described and shown on **Exhibit B**, attached hereto and incorporated herein by reference.

- B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days but shall not provide services on Sundays.
- E. The Contractor shall report directly to the District's Designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A** on the property as provided in **Exhibit B**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours. This includes, but is not limited to, damage caused by Contractor to irrigation heads and lines, landscape, grasses or any other District or landowner properties or improvements.

SECTION 3. COMPENSATION; TERM.

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of XXXXXXXXXXXXXXXX per year as detailed in Exhibit "B", payable in monthly installments as detailed below, for a term of one (1) year with the option to renew for five (5) additional one (1) year periods unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with

regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

3. The District agrees to pay Contractor for the Contract Work, a not to exceed sum of XXXXXXXXXXXX Dollars and XX/100 Cents (\$XXX,XXX.XX) for the initial term, XXXXXXXXXXXX Dollars and XX/100 Cents (\$XXX,XXX.XX) for the first annual renewal, XXXXXXXXXXXX Dollars and XX/100 Cents (\$XXX,XXX.XX) for the second annual renewal XXXXXXXXXXXX Dollars and XX/100 Cents (\$XXX,XXX.XX) for the third annual renewal, XXXXXXXXXXXX Dollars and XX/100 Cents (\$XXX,XXX.XX) for the fourth annual renewal and XXXXXXXXXXXX Dollars and XX/100 Cents (\$XXX,XXX.XX) for the fifth annual renewal to include Parts 1 through 4 of the Scope of Services as detailed in Exhibit "B", payable in monthly installments as detailed below unless terminated earlier as provided in this Contract. Contractor shall invoice the District monthly for services provided during the previous month pursuant to the terms of this Agreement. The District shall provide payment within thirty (30) days of receipt of invoices. As compensation for the work, the District agrees to pay Contractor \$XXX,XXX.XX per month during the Initial Term, \$XXX,XXX.XX per month during the First Annual Renewal, \$XXX,XXX.XX per month during the Second Annual Renewal, \$XXX,XXX.XX per month during the Third Annual Renewal, \$XXX,XXX.XX per month during the Fourth Annual Renewal and \$XXX,XXX.XX per month during the Fifth Annual Renewal. Such compensation covers only the items specified in Parts 1 & 4 of the Contractor's Bid Form. Additionally, for the services specified in Parts 2, 3, 5 & 6 of the Contractor's Bid Form attached as Exhibit "C", the District agrees to pay Contractor using the pricing specified in the Contractor's Bid Form in the month after the services were performed and after required documentations (if any) have been provided. Up to a maximum of XXXXXXXXXXXX Dollars and XX/100 Cents (\$XXX,XXX.XX), XXXXXXXXXXXX Dollars and XX/100 Cents (\$XXX,XXX.XX), XXXXXXXXXXXX Dollars and XX/100 Cents (\$XXX,XXX.XX), XXXXXXXXXXXX Dollars and XX/100 Cents (\$XXX,XXX.XX), XXXXXXXXXXXX Dollars and XX/100 Cents (\$XXX,XXX.XX) and XXXXXXXXXXXX Dollars and XX/100 Cents (\$XXX,XXX.XX), for the Initial contract term, first annual renewal, second annual renewal, third annual renewal, fourth annual renewal and fifth annual renewal, respectively, shall be paid if all mulch top-dressings (Part 5) are performed and awarded to Contractor as well as all annual flower rotations (Part 6) are performed and awarded to Contractor. Contractor shall not perform mulching or annual installation services without the prior written approval of the District.

SECTION 4. CHANGE ORDERS. Contractor understands that the Services may be reduced, expanded, or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service represents a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event the service is not represented by a lump sum or unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor. All change orders shall be in the form attached hereto as **Exhibit C**.

SECTION 5. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of one year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to Section 2, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of Services.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 6 INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide the District with a certificate naming the District, its officers, agents and employees as an additional insured (for all coverage except workers' compensation coverage). At no time shall Contractor be without insurance in the above amounts. No policy may be canceled

during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

SECTION 7. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 8. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially

prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 13. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Contractor: _____

Attn: _____

B. If to District: Venetian Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Andrew H. Cohen, District Counsel
Persson, Cohen & Mooney, Fernandez & Jackson, P.A.
6853 Energy Court
Lakewood Ranch, Florida 34240
e-mail: acohen@swflgovlaw.com

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have

drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 17. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Manatee County, Florida.

SECTION 18. INDEMNIFICATION.

- A.** Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder up to the amount of One Million Dollars (\$1,000,000.00). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 20. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing **ninety (90) days** written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall

provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 21. INSPECTIONS. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager, Landscape Specialist or a representative of the District Manager, to act as its representative.

(2) The Contractor agrees to meet with a District representative, when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items (Landscape Inspection Report) that should be performed before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (typically within seven (7) calendar days) what actions shall be taken to remedy those findings within the Landscape Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not respond within the specified time, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; the third offense may terminate this contract for cause at the District's discretion. If the deficient items have not been rectified to the District's satisfaction within the stated time provided in the response to the Landscape Inspection Report, (but in no circumstance no longer than a 1-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District further reserves the right to, among other remedies available at law or in equity, impose fees on the Contractor of \$100 per day. The District will be responsible for scheduling the inspections. The District must have no less than five (5) days' notice if there is a need to reschedule. Inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work. Contractor shall provide to management a written summary of work performed for each week with notification of any problem areas.

SECTION 22. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 23. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Taylor Nielsen ("Public Records

Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, TAYLOR NIELSEN, RIZZETTA & COMPANY, INC., 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614, (813) 933-5571, BBLANDON@RIZZETTA.COM

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 26. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

1. E-Verify Requirements. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Company shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a

subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

**VENETIAN COMMUNITY
DEVELOPMENT DISTRICT**

Signature of Secretary

Signature of Chairman, Board of Supervisors

Witness:

Signature of Witness

By: _____

Print Name: _____

Title: _____

- Exhibit A:** Scope of Services
- Exhibit B:** Landscape Maintenance Map
- Exhibit C:** Form of Change Order

**EXHIBIT “A”
SCOPE OF SERVICES**

1st draft

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) MOWING – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually for St. Augustine and Bahia turf based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing and general detailing of the property, etc.) Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three (3) to three and one half (3 1/2) inches. The River Club event lawn shall be mowed twice weekly and maintained between .5” – 1” and requires a reel-type mower. No more than 1/3 the length of the leaf blade shall be removed during any mowing event. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of Venetian CDD’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval.

1A) POND MOWING - All ponds identified as such on the overall Venetian Maintenance Exhibit shall be mowed twice per month May 1 through October 31 and once a month November 1 through April 30. Line trimming at water’s edge, control structures, mitered end sections and any other storm water structures shall be completed during each mow event. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water’s edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash of any kind and other debris within arm’s reach of water’s edge shall be removed & disposed of by

Contractor during every normal service event. Unless otherwise designated on Maintenance Exhibit, homeowners are responsible for mowing down to the water's edge and line trimming a minimum of every other week where St. Augustine sod is present behind their property. All ornamental grass beds on pond banks are the responsibility of the maintenance Contractor. Such maintenance shall include, but not be limited to, cutting to a low mound when applicable (early spring) and removing and disposing of clippings, eradicating all weed growth continuously and any required insect/disease control.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. **Chemical edging shall not be permitted anywhere on property.**

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum clearance of ten feet (10') over sidewalks and other pedestrian walkways (and planted or turf areas below trees) to fifteen feet (15') over roadways and ROW's. All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an **as-needed basis**. However, during the dormant season, ALL Crape Myrtles (and other small, flowering trees) shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat raked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Removal of dead shrubs, ground cover, grasses, etc., shall take place as needed at no additional cost to the District. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Venetian. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place, including those clippings from the ornamental grass beds on pond banks. Cutting of these Muhly Grasses should occur in spring (late March – April). Contractor will be expected to keep these grasses reasonably weed-free. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance (perhaps due to permanent existing grades), then another solution will need to be proposed and executed.

Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. **There will be absolutely NO spiking during the trimming event. Doing so may lead to termination of contract.** Pruning includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and not permitted. Fronds should be removed only once they turn brown or become broken or disrupt the flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

The palms on the pool deck (and all other plant material, in general, on the pool deck) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas (including the very large amount of ornamental grass beds on pond banks) shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT**

NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. IF WEEDS LARGER THAN 2" ARE PRESENT, HAND PULLING MUST BE PERFORMED. WEEDS THAT HAVE BEEN SPRAYED AND HAVE DIED MUST ALSO BE HAND REMOVED, ALTHOUGH, AS MENTIONED ABOVE, WEEDS LARGER THAN 2" MUST BE PULLED. NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblin expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours. Also grass clippings shall be blown into turf areas, never into mulched bed areas, ornamental grass beds (including pond banks) or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

Except as otherwise regulated by Sarasota County Ordinance No. 2007-062, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf. **It is the Contractor's responsibility to familiarize himself with Ordinance No. 2007-062 and follow all requirements for timing and application of fertilizers as well as all BMP training requirements.** Copies of all training certificates shall be provided to District representative.

HI-LITES OF THE ORDINANCE:

NO APPLICATIONS OF FERTILIZERS CONTAINING NITROGEN OR PHOSPHORUS TO TURF OR LANDSCAPE PLANTS FROM JUNE 1ST THRU SEPTEMBER 30TH.

MAINTAIN A TEN (10) FOOT BUFFER AND USE DEFLECTOR SHIELDS WHEN APPLYING FERTILIZER AROUND A WATER BODY OR WETLAND.

FERTILIZATION THROUGHOUT THE REMAINDER OF THE YEAR SHALL BE APPLIED AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE LATEST BMP MANUAL.

FERTILIZERS APPLIED TO TURF AND LANDSCAPE PLANTS SHALL CONTAIN NO LESS THAN 50% SLOW-RELEASE NITROGEN. NO MORE THAN FOUR (4) POUNDS PER ONE THOUSAND (1,000) SQ. FT. MAY BE APPLIED TO TURF OR LANDSCAPE PLANTS PER YEAR. PHOSPHORUS APPLICATIONS SHALL NOT EXCEED 0.25 LBS. PER 1,000 SQ. FT. PER APPLICATION, NOR EXCEED 0.5 LBS. PER 1,000 SQ. FT. PER YEAR.

ALL COMMERCIAL FERTILIZER APPLICATORS WERE TO BE LICENSED FROM THE FDACS BY JANUARY 1, 2014.

nutrient packages NOT containing "N" or "P" (summer blends) may still occur during blackout period.

All Bahia Sod:

February	A complete fertilizer based on soil tests + PreM for Bahia
March	Second application of PreM (45 days after first)
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + PreM

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
March	Second application of PreM (45 days after first)
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H ₂ O/1,000 SF)
October	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

All Celebration Bermudagrass Sod:

February	A complete fertilizer based on soil tests + PreM
March	Second application of PreM (45 days after first)
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
April	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF
May	A complete fertilizer based on soil tests
July	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
October	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

The contractor shall submit a fertilizer label to the resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove them.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION: (Make adjustments as necessary per ordinance)

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (Feb, May, October), minor nutrients other than “N” & “P” may be applied if plants are displaying symptoms of nutrient deficiencies.

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs N/1000 sq ft/year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S**

RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P₂O₅-12K₂O+4Mg with micronutrients per 100 SF of palm canopy per application up to four times per year (February, May, October with an optional late fall application if nutrient deficiencies are present). 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application. CONTRACTOR SHALL PROVIDE THE DISTRICT OR RESIDENT PROJECT REPRESENTATIVE WITH ALL FERTILIZER ANALYSIS TAGS FROM THE FERTILIZER IN ORDER TO VERIFY CORRECT FORMULATION AND QUANTITY AT LEAST TWO WEEKS PRIOR TO SCHEDULED APPLICATION. THIS IS PARTICULARLY IMPORTANT FOR THE PALM FERTILIZATION. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the CDD's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

Fire Ant Control Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as “Roadway Landscaping” on the Maintenance Exhibit. These areas are indicated with a red color. ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

We are in the process of gathering a complete listing of all Irrigation Components on the entire property. I am including both the information provided during 2014's RFP process as well as the most current information provided by our current maintenance contractor.

Irrigation System: (information from previous RFP) The Contractor shall inspect and test ALL irrigation system components one (1) time per month. Inspections shall include all the existing irrigation systems (approximately 169 zones, 7 irrigation controllers ('1' Hunter 15 sta. behind entry monument inbound lanes, '1' Rainbird ESP4 ME 10-sta behind entry monument outbound lanes, '1' Rainbird ESP LX 21-sta behind entry monument outbound lanes, '1' Rainbird ESP4 ME 24-sta along cart path by pump house, '1' Hunter 11-sta along cart path by pump house, '1' Rainbird ESP 4 ME 10-sta next to Fairway #1, '1' Hunter 28-sta on Ciltadella outside gate (2-wire) and +/- 50 battery operated controllers – Hunter Nodes 100 & 400's on cul-de-sacs, near guard house, flower beds and River Club Circle). There is an 11-zone controller exclusively for the River Club property.

Venetian CDD

- (1) Hunter Controller 6 zones, behind front entrance monument in-bound lane
- (1) Rainbird Controller 11 zones, near the Veneto Blvd. pump house
- (1) Hunter Controller 1 zone and 10 Node 100's, near the Veneto Blvd. pump house
- (1) Hunter Controller 28 zones (2 wire system), near the golf course maintenance bldg. on Ciltadella
- 45 Node 100's on Veneto Blvd. and Pesaro Dr.
- 28 Islands - 42 +/- Node 100's
- (2) Hunter Controllers 21 zones, for Medici Berm

The annuals at the monuments are controlled by Node 100's which are located close to each monument. Except for the Santa Maria Monument, it is controlled by the clock near the pump station.

River Club

- (1) Hunter Controller 21 zones, behind the tennis courts
 - (1) Hunter Controller 7 zones, behind the tennis courts
- The zones for the annual beds are written in the clock.

A. Irrigation Controllers

1. Semi automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions, seasonal changes and local water restriction ordinances
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Regular replacement of batteries when necessary. It is recommended two 9-volt batteries be used to extend battery life from approximately one (1) year to two (2) years.
7. Inspect and replace as necessary each rain shutoff device.

B. Irrigation Systems

1. Manual test and inspection of each irrigation zone, including any drip zones.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes
5. Clean out any filters

C. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and unit pricing for routine & non-routine maintenance as a separate price from this bid. (i.e., valves of varying sizes, solenoids, etc.)

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion.

After the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Sarasota County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District

in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe their ability and cost per application to provide freeze protection for both landscape material and pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map with Shredded Cypress Mulch (currently black mulch) - landscaped beds & tree rings (including the Otello wall) once per year during the month of October.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks and shrubs shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3" depth, Contractor shall supply such mulch at no additional cost to the District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a cost per cubic yard for "LABOR ONLY" for Shredded Cypress. Contractor shall also include material cost per cubic yard of Shredded Cypress. MATERIAL COST SHALL NOT INCLUDE SALES TAX. The District will issue a PO directly to the supplier based on Contractor's quantities.

The CDD reserves the right to subcontract out any and all mulching events.

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately three thousand (3,000) annuals in 4" pots two (2) times per year (3-month duration each) and two thousand (2,000) perennials in 6" pots one (1) time per year (6 month duration) in designated areas and maintain plants to ensure a healthy appearance. The decorative urns on top of all columns are included in these totals.

The Contractor will have the type of plant to be installed pre-approved by the District or its representative in writing. Prior to replacement, selection and approval from the Board is required. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to District shortly after execution of contract in order for the CDD or its representative to approve/select plant choice(s). Plants shall be hand watered at the time of installation. The Contractor will remove and replace dead or dying plants before the appearance of such plants could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered around a holiday rotation being planted no later than the end of the first week of December and rotate accordingly. (Dec, Mar, Jun)

Installation price shall include the removal of all dead plants prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any plant that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the summer rotation (June) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" or 6" plant to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.

[END OF SECTION]

EXHIBIT “B”

BID PROPOSAL FORM

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

1st draft

**BID FORM
VENETIAN COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS**

NOTE: *This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the five potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.*

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials, and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance

\$ _____ Yr

- Storm Cleanup \$ _____/hr
- Freeze Protection (description of ability) _____

\$ _____/application

- Hand Watering

\$ _____/hr for employee with hand-held hose

\$ _____/hr for water truck/tanker

These prices are informational only and NOT to be included in General Landscape Maintenance Cost

PART 2

Fertilization (All labor and materials)

\$ _____ Yr

(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

BAHIA (CONTINUED)				

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

CELEBRATION BERMUDAGRASS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)

\$ _____ Yr
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS

(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ _____ /Yr (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ _____ / Yr

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) \$ _____/Yr

Freeze Protection (description of ability) _____

\$ _____/application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ _____/hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.

PART 5

Based on quantities determined by Contractor, Contractor shall install:

_____ CY Shredded Cypress Mulch (currently black) per specs at:

\$ _____/CY (**Material Only** (1X) - October Application)

\$ _____/CY (**Labor Only** (1X) - October Application)

\$ _____/Annual Total Material & Labor Cost

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install 3,000 (4") annuals two (2) times per year **per specs** at the direction of the District at \$ _____/annual.

\$ _____/rotation

\$ _____/YR (based on two (2) three-month rotations)

AND

Perennial Installation (All labor and materials)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install 2,000 (6") perennials one (1) time per year **per specs** at the direction of the District at \$ _____/perennial. (reduction in quantity is based on 2/3 of the annual plant quantity to accommodate greater plant spacing based on a larger pot size)

\$ _____/rotation

\$ _____/YR (based on one (1) six-month rotation)

(Do not include in Grand Total)

Total Annual and Perennial Plantings for the year \$ _____/YR

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ _____/Initial Term

FIRST ANNUAL RENEWAL \$ _____/YR.

SECOND ANNUAL RENEWAL \$ _____/YR.

THIRD ANNUAL RENEWAL \$ _____/YR.

FOURTH ANNUAL RENEWAL \$ _____/YR.

FIFTH ANNUAL RENEWAL \$ _____/YR.

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Name and Title of Representative _____
(Please Print)

Representative's
Signature _____ Date _____

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2023

VENETIAN CDD

DAILY WORK JOURNAL

(this form must be filled out at the end of each daily visit and turned in to the clubhouse office)

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

VENETIAN CDD
PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

VCDD REPRESENTATIVE NAME: _____

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE
REQUEST)**

VENETIAN CDD

IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR TREATMENT: _____

IRRIGATION TECHNICIAN'S NAME: _____

VCDD REPRESENTATIVE NAME: _____

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE
REQUEST)**

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

MAINTENANCE MAPS

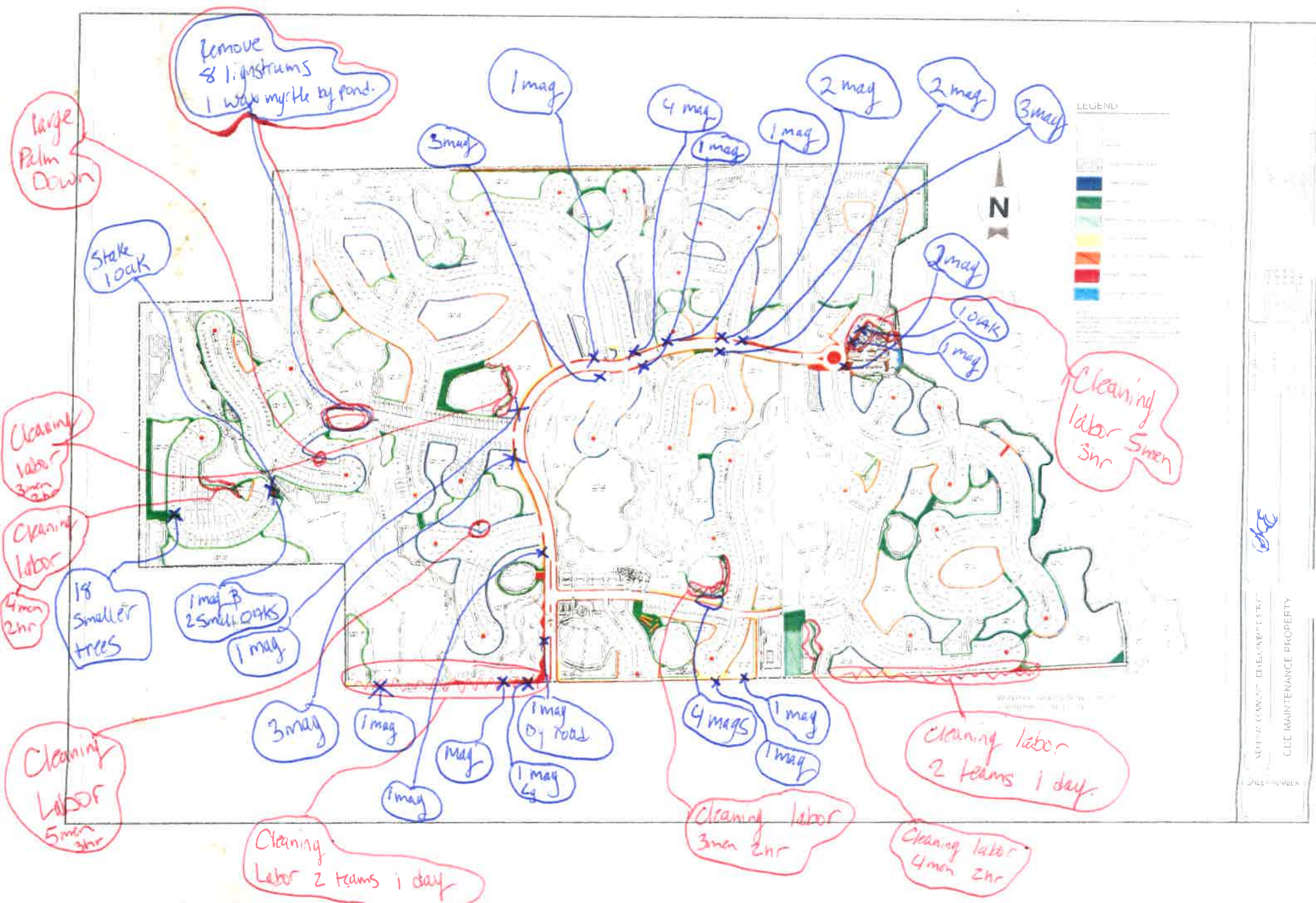
1st draft

Tab 3

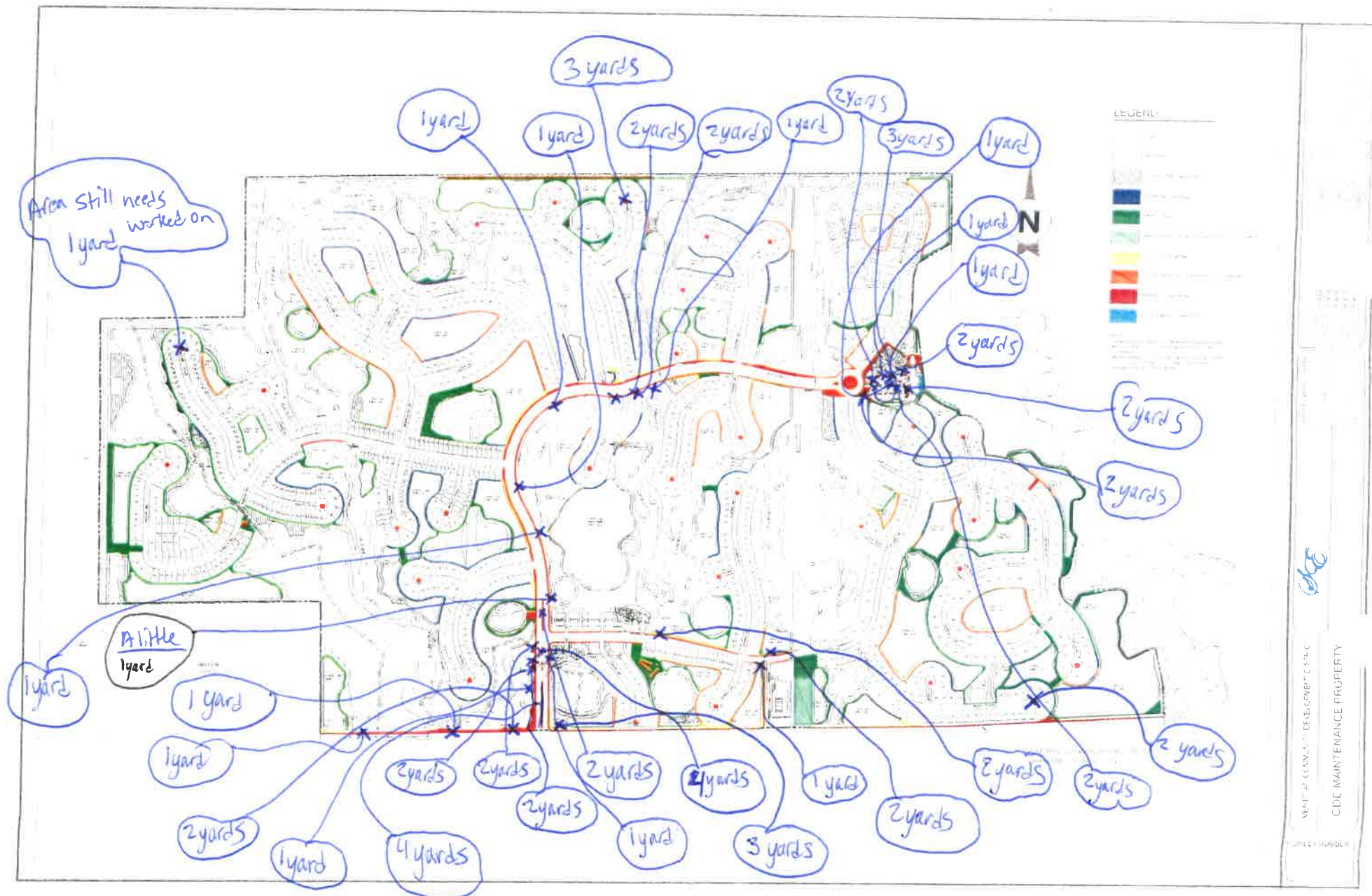
Stumps



Tree staking



Dirt



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

Estimate

Submitted To:

Venetian CDD
3434 Colwell Ave
Suite 200
Tampa, FL 33614

Date	12/21/2022
Estimate #	80793
LMP REPRESENTATIVE	
RE	
PO #	
Work Order #	

DESCRIPTION	QTY	COST	TOTAL
Fill in remainng holes on property with fill dirt.			
Soil - Fill (Bulk) CY	61	100.00	6,100.00

TERMS AND CONDITIONS:

TOTAL	\$6,100.00
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LMP reserves the right to withdraw this proposal if not accepted within 21 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

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

OWNER / AGENT

DATE _____

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

Estimate

Submitted To:

Venetian CDD
3434 Colwell Ave
Suite 200
Tampa, FL 33614

Date	12/22/2022
Estimate #	80820
LMP REPRESENTATIVE	
RE	
PO #	
Work Order #	

DESCRIPTION	QTY	COST	TOTAL
Hurricane clean up estimate along preserve lines and various locations throughout.			
Additional labor for clean up	225	35.00	7,875.00

TERMS AND CONDITIONS:

TOTAL	\$7,875.00
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LMP reserves the right to withdraw this proposal if not accepted within 21 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

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OWNER / AGENT

DATE _____



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

Estimate

Submitted To:

Venetian CDD
3434 Colwell Ave
Suite 200
Tampa, FL 33614

Date	12/22/2022
Estimate #	80819
LMP REPRESENTATIVE	
RE	
PO #	
Work Order #	

DESCRIPTION	QTY	COST	TOTAL
Stump grinding all stumps throughout community. Stump grinding	134	275.00	36,850.00

TERMS AND CONDITIONS:

TOTAL	\$36,850.00
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LMP reserves the right to withdraw this proposal if not accepted within 21 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

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OWNER / AGENT

DATE

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

Estimate

Submitted To:

Venetian CDD
3434 Colwell Ave
Suite 200
Tampa, FL 33614

Date	12/22/2022
Estimate #	80818
LMP REPRESENTATIVE	
RE	
PO #	
Work Order #	

[illegible]

TERMS AND CONDITIONS:

TOTAL	\$17,800.00
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LMP reserves the right to withdraw this proposal if not accepted within 21 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

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OWNER / AGENT

DATE _____

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

Estimate

Submitted To:

Venetian CDD
3434 Colwell Ave
Suite 200
Tampa, FL 33614

Venetian Golf CDD

Date	11/29/2022
Estimate #	80461
LMP REPRESENTATIVE	
WG	
PO #	
Work Order #	

DESCRIPTION	QTY	COST	TOTAL
Haul away and dispose of all stumps/debris along the Veneto blvd and Laurel Road			
Debris removal	10	2,000.05	20,000.50

TERMS AND CONDITIONS:

TOTAL	\$20,000.50
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LMP reserves the right to withdraw this proposal if not accepted within 21 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

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

OWNER / AGENT

DATE _____

Tab 4

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4673 - Hurricane Ian

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:	<u>Venetian Community Development District</u>
Subrecipient's unique entity identifier:	_____
Federal Award Date:	<u>9/30/2022</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>Sep 23, 2022- Mar 29, 2023</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>Sep 23, 2022- Mar 29, 2024</u>
Amount of Federal Funds Obligated by this Agreement:	<u>N/A</u>
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	_____
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	_____
Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA):	<u>Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.</u>
Name of Federal awarding agency:	<u>Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Assistance Listing Number (Formerly CFDA Number):	<u>97.036</u>

Assistance Listing Program Title (Formerly CFDA program Title): Venetian Community Development District

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Venetian Community Development District (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Jennifer Stallings
Title Grant Program Manager
Bureau of Recovery
Address: Florida Division of Emergency Management
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
Telephone: (850) 815-4408
Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: _____

Address: _____

Telephone: _____

Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Venetian Community Development District

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Governor's Authorized Representative

Date: _____

Attachment A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

Name and Title

502 Veneto Boulevard

Street Address

Venice, FL, 34275

City, State, Zip

Date

Venetian Community Development District

Subrecipient's Name

Z3345

DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Venetian Community Development District

Box 1: Authorized Agent (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 2: Primary Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 3: Alternate Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 4: Other-Finance/Point of Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 6: Other-Environmental-Historic (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Venetian Community Development District

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:**

Day:

Subrecipient's Federal Employer's Identification Number (EIN)

54-2075759

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known)

115-URF67-00

Attachment C
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

Date

Tab 5

Estimate

Page 1 of 2



Build Signs Online
2854 MANATEE AVENUE EAST
BRADENTON, FL 34208
ph. (941) 748-9400
fax (941) 748-9449
email: bob@buildsignsonline.com

Estimate: **4140**

Printed 11/29/2022 4:24:22PM

Description: **street signs and posts**

Prepared For: Leann Langolf

ph: (941) 485-8500

Company: Venetian Community Development District

Dear Leann:

Thank you for considering Buildsignsonline.com for your sign needs. The quotation we discussed is attached below. If you have any questions, please don't hesitate to call me at (941) 748-9400

Build Signs Online

Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
1 Vyniled Aluminum		2	1	6	18	\$17.90	\$35.80
Color: White on red							
Description: HIGH INTENSITY REFLECTIVE VINYL ON ALUMINUM							
Text:							
2 Vyniled Aluminum		8	1	30	30	\$79.00	\$632.00
Color: White on red							
Description: HIGH INTENSITY REFLECTIVE VINYL ON ALUMINUM							
Text:							
3 Miscellaneous In Store Prod		8	1	30	30	\$375.00	\$3,000.00
Color:							
Description: HISTORIC FRAME OCTAGON							
Text:							
4 Miscellaneous In Store Prod		2	1	6	18	\$138.00	\$276.00
Color:							
Description: HISTORIC FRAME							
Text:							
5 Miscellaneous In Store Prod		4	1	144	3	\$219.00	\$876.00
Color:							
Description: 12' X3" Aluminum Fluted Round Post powder coated black (Used when only Stop Signs or Street Blades are being used but not combination)							
3 for Stops Number 1,2 & 3							
1 Being used for Number 8 where it has just street blades and no stop.							
Text:							
6 Miscellaneous In Store Prod		5	1	180	3	\$278.00	\$1,390.00
Color:							
Description: 15' X3" Aluminum Fluted Round Post powder coated black (Used when Stop Signs with Street Blades)							
Text:							

Estimate

Page 2 of 2



Build Signs Online
2854 MANATEE AVENUE EAST
BRADENTON, FL 34208
ph. (941) 748-9400
fax (941) 748-9449
email: bob@buildsignsonline.com

Estimate: **4140**

Printed 11/29/2022 4:24:22PM

Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
7 Miscellaneous In Store Prod		20	1	3	1.25	\$23.00	\$460.00
Color:							
Description: 3" diam x 1.25" x 7.5" Post Clamp W/ 2-2" Bolts, 2-3/4" Bolts, 2-Nylon, 4-Nuts							
Text:							
8 Miscellaneous In Store Prod		6	1	9	36	\$780.00	\$4,680.00
Color:							
Description: 36 x 9 Double Bullnose Street Frame							
Text:							
9 Vyniled Aluminum		24	1	30	30	\$97.00	\$2,328.00
Color: White on red							
Description: Single Faced High Intensity ***Determine Color of signage*** Bullnose End A; UC Lettering including the Suffix							
Text: 2-Cipriani 2-Veneto N. 2-Cipriani 2-Veneto S. 2-Padova 2-Montelluna W 2-Padova 2-Mestre Pl. S.							
10 Miscellaneous In Store Prod		9	1	0	3	\$138.00	\$1,242.00
Color:							
Description: Europa Base							
Text:							
11 Miscellaneous In Store Prod		9	1	0	3	\$43.00	\$387.00
Color:							
Description: Round Ball Finial							
Text:							

Notes:

Line Item Total:	\$15,306.80
Subtotal:	\$15,306.80
Taxes:	\$1,071.48
Total:	\$16,378.28

Deposit Required: **\$8,189.14**

Company: Venetian Community Development District
BRADENTON, FL

Received/Accepted By:

/ /

Tab 6

VENETIAN COMMUNITY DEVELOPMENT DISTRICT ACCESS POLICY

OVERALL POLICY: to ~~monitor the community~~~~provide a safe~~ environment for ~~the benefit of~~ residents, staff, and guests of the community, to observe and report to authorities any safety hazards, suspicious incidents, injuries, ~~customer~~ complaints, or defects sighted on property. To be neat and courteous at all times. Work with local Police and agencies to promote a safe and secure community.

GATE DUTIES:

- A. All vehicles entering property should be accounted for.
- B. Vehicles entering the property should either be logged in or not logged in pursuant to the below policies, and a valid photo identification should be requested. If photo identification is denied or other information is otherwise refused to be provided, access should still be granted. The District can only control access but cannot deny access.
- C. Vehicles NOT logged in include: residents, attendees or notified special events (license plates are recorded), fire department, law enforcement (including process servers who provide proper identification and a badge number), medical emergency personnel, medical equipment deliveries, postal deliveries, City or County vehicles, utility companies, trash disposal, FedEx/UPS vehicles.
- D. All vehicles not covered in Section C above need to be logged in including, but not limited to: guests, ~~newspaper~~ vendors, ~~taxi cabs~~, food deliveries.
- E. Gate attendant to inform all who enter through the guest lane that the speed limit in the Community is 25 mph.

LOG-IN PROCEDURES:

- A. Permanent access list as a resident's guest or household service provider, record entry and allow access after requesting a valid photo identification.
- B. On pre-approved access list (resident called in an expected guest), record entry and allow access after requesting a valid photo identification – always note the phone number on called ID when accepting pre-approvals. Guests not pre-registered, notify residents of visitor. If no answer, notify visitor that resident is not answering. If visitor still wishes to enter, please log-in identification of individual and license plate number and request a valid photo identification. Roving patrol ~~may should~~ follow the visitor to assure destination is reached.
- C. Access may not be denied but you should have a record of the driver's name, destination, vehicle tag number, and time entered and if not on the permanent access list or pre-approved access list, the individual ~~may should~~ be

| — followed by roving patrol.

VENETIAN COMMUNITY DEVELOPMENT DISTRICT POST ORDERS

Other dues, including patrol duties, shall be assigned through the Venetian Community Development District Field Manager. These may include, but are not limited to:

OTHER DUTIES:

- A. Record new resident and tenant registrations.
- B. Record changes to resident registration form.
- C. Keep gatehouse clean and orderly.
- D. Dispatch patrol officer as required.
- E. Maintain telephone log.
- F. Advise any homeowner calling about alligator removal to contact the CDD Field Manager at (941-485-8500). ~~In Field Manager's absence, call~~
~~Property Manager at (941-441-1813).~~ Only the Field Manager **and**
~~Property Manager~~ can authorize alligator removal via a special permit.

PATROL DUTIES:

- A. Patrol neighborhood to show a presence and to be deterrent.
- B. Answer calls for service when dispatched.
- C. Deliver daily reports to Field Manager.
- D. Monitor and advise violators of parking and related regulations in the Community.
- E. Check, flag, and report damaged irrigation to CDD Field Manager at (941-485-8500).
- F. Be observant of any hazards to people or property. Report open garage doors to homeowners or their home watch.
- G. Shut down irrigation when assigned.
- H. Call proper authorities when needed. Patrol should not respond directly to suspicious activity where they may put themselves in harm's way; i.e. reports of gun shots or trespassers. Always call Venice Police Department.
- I. Wash and maintain privacy vehicle.
- J. Report irrigation violations observed during patrol.
- K. Ensure all gates are locked at 6:00 p.m. and flag is lowered before dark.
- L. Check River Club, ~~Golf Club, and Welcome Center~~ to ensure all doors are secure.

Tab 7

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN COMMUNITY DEVELOPMENT DISTRICT AMENDING THE DISTRICT'S ACCESS POLICY AND POST ORDERS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Venetian Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Venice, Sarasota County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt resolutions as may be necessary for the conduct of District business including rules, charges, and fees for usage of District amenities; and

WHEREAS, the District has previously adopted an Access Policy and Post Orders for use by the District privacy staff; and

WHEREAS, the revised regulations, attached hereto as Exhibit "A," incorporated herein by reference, are for immediate use and application, having been adopted by the District Board of Supervisors on January 9, 2023.

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

SECTION 1. The attached Access Policy and Post Orders, as amended and attached hereto as Exhibit "A" are hereby adopted pursuant to this Resolution. These regulations shall stay in full force and effect until such time as the Board of Supervisors may amend these regulations in accordance with Chapter 190, Florida Statutes, and other applicable law.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective immediately upon its passage and shall remain in effect unless rescinded or repealed.

SECTION 4. This Resolution shall repeal all previously adopted Access Policy and Post Orders to the extent that they are in conflict.

PASSED AND ADOPTED this 9th day of January, 2023.

ATTEST:

**VENETIAN COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair

Tab 8



QUOTE

5265 University Pkwy
Unit 101-175
Univeristy Park, FL 34201
941.705.9782

Number AAAQ1105-01
Date Dec 8, 2022

Sold To	Bill To	Your Sales Rep
Venetian River Club Jeffery Thomas 502 Veneto Blvd, Nokomis, Florida 34275	Venetian River Club Jeffery Thomas 502 Veneto Blvd, Nokomis, Florida 34275	Paul Savage 9417059782 paul@universalalacc.com

Phone
Fax

Phone
Fax

Here is the quote you requested.

Terms	P.O. Number	Ship Via
-------	-------------	----------

Qty	Description	Unit Price	Ext. Price
1	Fence, Gate and Access Replacement Project: All New welded fence sections and gates - Custom made to fit space All 2x2 Rails and 3x3 Post Gate Posts 1/4" Fence is commercial heavy duty setup for high use. 1- Replace complete sections of fence,gates and access to sections pool/tennis Install all new above and underground cabling Install all new gate hardware and locks All to be Powder coated 2 - Replace complete sections of fence,gates and access to sections fitness/pool Install all new gate hardware and locks All to be Powder coated This section will have 2 Gates with access control from both sides This section both gates will open with fobs	\$21,811.95	\$21,811.95

*** Customer responsible for pavers to be re-installed and fit to new fence and gates***

*** DUE TO ALUMINUM COST QUOTE GOOD 30 DAYS ***

(44) Fence sections and post (pool/ten)n 44' -8 Post

(2) Gates 42"

(2) Gate Locks/Request to exit/Readers

Recabling entrie section from controlers

(4) Hinges with closers

Installation cement and removal of pavers

Install 2 TRAY shelves at 2 locations

Unless otherwise set forth, in writing, invoices are due and payable net thirty (30) days from the date of the invoice. If any invoiced amounts remain unpaid thirty (30) days after Client's receipt of invoice, Client shall pay monthly interest based on the unpaid amounts equal to the lesser of one percent (1%) interest or the highest amount allowed by law until such invoice amount is paid in full. Client shall be charged an administrative fee of \$25.00 per month for each invoice that is sent out on past due accounts. Client shall neither make nor assert any right of deduction or set-off from the amounts invoiced. Client shall be subject to a fee of up to \$40.00 or five percent (5%) of the total amount, whichever is greater, for any check paid to Universal Access, LLC by Client that is returned for insufficient funds or is dishonored. Client expressly agrees to pay all expenses and costs incurred by Universal Access, LLC in any effort to collect any unpaid balance from Client, including reasonable attorney's fees. By execution of this Quote you agree to the terms and conditions set forth herein.

Date _____

Thank you for your business!

Tab 9

Sales Quote



SYNERGY LIGHTING
LEADING THE WAY IN LED LIGHTING
 Visit us online: www.SynergyLightingUSA.com P: 941-756-4844

Date	11/21/2022	Quote #	26760
Florida State Recycling ID #FLR000176651 Florida State Electrical Lic #EC13005554			

Bill To:	Customer Contact	Ship To
Venetian River Club CDD 502 Veneto Blvd. Venice, FL 34275	Denise Payton	Venetian River Club CDD 502 Veneto Blvd. Venice, FL 34275
	Customer Phone	
	941-412-9550	

P.O. No.	Terms	Deposit Req:	Shipping	Rep	Project
	Net 30			MCV15	

Line #	Product or Service Description	Quantity	Cost	Total
	SERVICE CALL - TENNIS COURTS 1,2,3 AND 4 POLE LIGHTS. REPLACE CURRENT FIXTURES FOR NEW LED FIXTURES. 8 SINGLE HEAD AND 24 DOUBLE HEAD. TOTAL : 32 NEW LED FIXTURES ON 20 POLES. IMPORTANT: A SEPARATE QUOTE WILL BE CREATED TO INSTALL A NEW DOUBLE HEAD POLE IN COURT 2 AS PREVIOUS ONE IS NON-EXISTENT DUE TO HURRICANE. SYN-ALCK-420W-T4-UNV-50K-SF 420W T4 UNV 5000K SLIP FITTER POLE ADAPTER FOR LED TENNIS LIGHTS LABOR (May Vary) *ANY ADDITIONAL ELECTRICAL WORK NEEDED ON EXISTING SYSTEM TO BE BILLED TIME AND MATERIALS 20' ELECTRIC SCISSOR LIFT PER WEEK		95.00	95.00
		30	499.00	14,970.00
		30	75.00	2,250.00
		1	4,500.00	4,500.00
		1	475.00	475.00
	IMPORTANT !! CLAY COURTS - NEED SURFACE PROTECTION. BRING TWO PIECES OF PLYWOOD. OLD FIXTURES WILL DE DISPOSED OF BY SYNERGY LIGHTING.			

LEGAL NOTICE FOR ACCEPTANCE OF CONTRACTS/QUOTATIONS:

This shall be considered a binding contract of sale when accepted and signed by an Authorized Agent of the above listed Buyer. Paying by credit card, Buyer hereby authorizes Synergy Lighting to bill charges to the credit card provided below. Deposits payments if required must be received before product or work will commence. Payment is expected according to terms. Late payments will result in a \$29.95 per month fee, plus 1.5% (18% APR) interest per month until paid in full. In the event the buyer fails to pay as stipulated in this agreement and in the event it becomes necessary to to have an attorney make demand for payment, the Buyer agrees to pay reasonable Attorney's Fees and other collection costs incurred by the Company (Seller) of their assigns. This agreement, and the rights and obligations of the parties thereto, shall be constructed under and in accordance with the laws of the State of Florida and the parties agree that proper venue shall be Manatee County, Florida.

Subtotal
Sales Tax (7.0%)
Total
Deposit Req:

Approval: _____ Title: _____ Date: _____

Thank you for allowing us to provide you this quote. Quote Remains valid for 90 days from issue date.

Synergy Lighting, Inc. 6015 28th St. East Unit A Bradenton, FL 34203 941-756-4844 F:941-756-4866

Sales Quote



SYNERGY LIGHTING

LEADING THE WAY IN LED LIGHTING

Visit us online: www.SynergyLightingUSA.com P: 941-756-4844

Date	11/21/2022	Quote #	26760
Florida State Recycling ID #FLR000176651 Florida State Electrical Lic #EC13005554			

Bill To:	Customer Contact	Ship To
Venetian River Club CDD 502 Veneto Blvd. Venice, FL 34275	Denise Payton	Venetian River Club CDD 502 Veneto Blvd. Venice, FL 34275
	Customer Phone	
	941-412-9550	

P.O. No.	Terms	Deposit Req:	Shipping	Rep	Project
	Net 30			MCV15	

Line #	Product or Service Description	Quantity	Cost	Total
	CONTACT TIM CARR (845-234-0099) PRIOR TO INSTALLATION TO BLOCK OFF COURT SCHEDULE.			

LEGAL NOTICE FOR ACCEPTANCE OF CONTRACTS/QUOTATIONS:

This shall be considered a binding contract of sale when accepted and signed by an Authorized Agent of the above listed Buyer. Paying by credit card, Buyer hereby authorizes Synergy Lighting to bill charges to the credit card provided below. Deposits payments if required must be received before product or work will commence. Payment is expected according to terms. Late payments will result in a \$29.95 per month fee, plus 1.5% (18% APR) interest per month until paid in full. In the event the buyer fails to pay as stipulated in this agreement and in the event it becomes necessary to have an attorney make demand for payment, the Buyer agrees to pay reasonable Attorney's Fees and other collection costs incurred by the Company (Seller) of their assigns. This agreement, and the rights and obligations of the parties thereto, shall be constructed under and in accordance with the laws of the State of Florida and the parties agree that proper venue shall be Manatee County, Florida.

Subtotal	\$22,290.00
Sales Tax (7.0%)	\$0.00
Total	\$22,290.00
Deposit Req:	

Approval: _____ Title: _____ Date: _____

Thank you for allowing us to provide you this quote. Quote Remains valid for 90 days from issue date.

Synergy Lighting, Inc. 6015 28th St. East Unit A Bradenton, FL 34203 941-756-4844 F:941-756-4866

Tab 10

SERVICES CONTRACT

CUSTOMER NAME: Venetian CDD

SUBMITTED TO: Belinda Blandon, bblandon@rizzetta.com

CONTRACT DATE: December 19, 2022

SUBMITTED BY: Liz Rocque, Business Development Consultant

SERVICES: Replacement Fountain Installation for Pond 15- Kasco 5.1 J Fountain

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

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

2. **PAYMENT TERMS.** The fee for the Services is **\$8,465.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

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

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

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

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

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

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6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖlitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖlitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Venetian CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

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

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

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

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FOUNTAIN INSTALLATION

Fountain Installation:

1. Company will install the following floating decorative fountain:

Kasco J Series 5.1JF150 5 HP (240V/1 PH)**

Includes: **150 ft.** of underwater power cable
Interchangeable Nozzle with Five (5) Patterns
Premium Nozzel Kit - Mahogany
C-95 Control Panel
GFCB Protection
24-Hour Timer
All labor and parts necessary for proper installation

*****Customer must provide a properly sized power source** for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 208/240V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. SÖLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.*

*****The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).*

Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants **all 208-240V 2HP and 5HP units for three (3) years** from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants **all other components for one (1) year** from the date of installation against any defects in materials and workmanship.
4. Contractor warrants all labor and parts necessary for installation of the fountain aeration system for a period of one year from the date of installation.
5. The manufacturer's warranty and the SÖLitude Lake Management® warranty will be voided if:

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



- a. Any person not specifically authorized by the manufacturer and by SŌLitude Lake Management[®] performs any service, repair, or other work to the fountain aeration system.
- b. The fountain aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Tab 11

MINUTES OF MEETING

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

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Venetian Community Development District was held on **Monday, November 14, 2022 at 9:30 a.m.** held at the Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275.

Present and constituting a quorum were:

Richard Bracco	Board Supervisor, Chairman
Steve Kleinglass	Board Supervisor, Vice Chairman
Rick McCafferty	Board Supervisor, Assistant Secretary
Ernest Booker	Board Supervisor, Assistant Secretary
Ken Smaha	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Andy Cohen	District Counsel –
	Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
Rick Schappacher	District Engineer, Schappacher Engineering
Keith Livermore	Field Manager, Rizzetta & Company, Inc.
John Fowler	Field Services Manager, Landscape Inspection Services
Jeffrey Thomas	General Manager, River Club
Julie Cortina	Vesta Property Services
Audience	

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Pledge of Allegiance

Mr. Bracco led the Board and audience in reciting the pledge of allegiance.

THIRD ORDER OF BUSINESS

Public Comment

Mr. Bracco thanked Mr. Kleinglass and Mr. McCafferty for the time that they have put in and the contributions made. He further congratulated the two new Supervisors who will take their seats in December, Ms. Pozarek and Ms. Harmon Terrana.

Ms. Blandon opened the floor to comments from the public.

Ms. Pozarek thanked Mr. Kleinglass and Mr. McCafferty for their service. She asked the Board to consider a pause on any future bookings for private River Club events. Ms. Pozarek also asked that the Board review privacy officers' duties to see what may be done more efficiently.

Mr. Craychee thanked Mr. Kleinglass and Mr. McCafferty for their service. He further encouraged the Board to repair the back gate as soon as possible, he further recommended holding off on creating an entrance at the back gate and recommended looking into the functionality and possible problems the entrance could create.

Mr. Perry thanked Mr. Kleinglass and Mr. McCafferty for their service, on behalf of himself and on behalf of the POA; he further congratulated Ms. Pozarek and Ms. Harmon Terrana.

Mr. Thomaston thanked Mr. Kleinglass and Mr. McCafferty for their service. He further recommended that the Board consider hiring a construction manager to oversee the day-to-day operations of projects moving forward. Mr. Thomaston advised that he is concerned about changing the privacy guards' responsibilities.

FOURTH ORDER OF BUSINESS

Review and Discussion of Landscape Inspection Report of October 20, 2022

Mr. Fowler provided an overview of the October 20, 2022 landscape inspection report and responded to questions from the Board. LMP advised they will attend to the dangerous branches tomorrow. Mr. Bracco asked that LMP address concerns related to the debris at the River Club parking lot. Mr. McCafferty asked that LMP address the removal of root balls of trees. Discussion ensued regarding LMP invoices for hurricane recovery.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Engineer

Mr. Schappacher advised that the edge paving on Martellago has been completed, he advised there is a storm drain that has dropped that will be repaired. He spoke regarding the water main break on Padova and the access sidewalk. Ms. Blandon inquired as to whether an erosion inspection should be conducted post hurricane. Mr. Schappacher advised that he will conduct an inspection once water levels recede.

B. District Counsel

Mr. Cohen advised that there are ongoing discussions with bond/tax counsel related to the Tennis Connection contract and so far, everything is fine. Mr. Cohen advised that he is working on the new Vesta contract for River Club management. He advised that at the last meeting an issue was raised regarding an oil spill and a demand letter, in the amount of \$366.58, was sent to the vendor but no response has been received to date. Mr. Smaha recommended being more cognizant of costs associated with going after a vendor. Discussion ensued. Mr. Cohen thanked Mr. Kleinglass and Mr.

96 McCafferty for all of their time and dedication to the Board.
97

98 Mr. McCafferty inquired as to the status of the Landscape Maintenance RFP.
99 Ms. Bandon advised that Mr. Toborg is working on the package.
100

101 C. River Club

102 Mr. Thomas reported on River Club financials and events as well as fitness
103 and tennis events. He reviewed the status of the tiki renovations including the
104 landscaping, POS system, and finishes. Mr. Thomas responded to questions
105 from the Board. Mr. Thomas advised that the new basketball hoop has been
106 received and it will be put together this week. He further asked for Board input
107 related to the process of conducting a survey. Ms. Nick advised that the public
108 had requested to change the time and day that residents can sign up for
109 fitness classes, and so a survey was recommended to determine what date
110 and time may work for the community. Discussion ensued. The Board advised
111 that a good faith effort should be made to at least inform the Board before a
112 survey is sent out.
113

114 D. District Manager

115 Ms. Bandon advised that the next meeting of the Board of Supervisors is
116 scheduled for Monday, December 12, 2022 at 9:30 a.m., she further advised
117 that this is the only meeting scheduled in December. She asked if the
118 appointment of new Committee members should be on the agenda in
119 December or January. Ms. Bandon advised that she will distribute the list of
120 terms to the Board and she asked that each liaison reach out to Committee
121 members whose terms are expiring to let them know of the term expiration.
122 Mr. Cohen advised that he will conduct a Sunshine review in January. Ms.
123 Bandon advised that regarding debris pickup, the City has confirmed that the
124 existing interlocal agreement will be utilized.
125

126 Mr. Cohen advised that the new Board members take their office on
127 November 22nd and then would need to be sworn in.
128

129 Mr. Smaha inquired as to the status of financial statements. Ms. Bandon
130 advised that there has been an extensive process in transitioning from one
131 accounting system to another.
132

133 Ms. Bandon discussed Reserve expenditures for the River Club as the
134 Reserve accounts are not checking accounts. Discussion ensued.
135

136 Ms. Bandon thanked Mr. Kleinglass and Mr. McCafferty for their years of
137 service to the CDD Board.
138

139 E. Field Manager

140 Mr. Livermore discussed concerns related to feral hogs; he advised that the
141 CDD cannot assist with homeowner property. Mr. Cohen advised that the
142 CDD cannot expend funds on private property. Discussion ensued.

Mr. Livermore thanked Mr. Kleinglass and Mr. McCafferty for their time and service.

Mr. Livermore advised of the alligator policy through Florida Fish & Wildlife.

The Board took a brief recess at 10:54 a.m. and was back on the record at 11:05 a.m.

SIXTH ORDER OF BUSINESS

Review and Discussion of Gate Access Policy

Mr. Smaha advised that the strategic direction/plan calls for an annual review of the Gate Access Policy and so in addition to updating the dates, he recommends changing the word provide to promote a safe environment, changing the word construction manager to field manager, and updating the management company noted in the policy. Mr. Cohen advised that those updates can be made; he advised that in order to update the document, due to age, he will make necessary updates. Ms. Blandon advised that the Board does need to review the Security procedures as well. Mr. Bracco recommended placing this item on the January agenda. Mr. McCafferty recommended putting out to the residents that the officers are Privacy and not Security.

SEVENTH ORDER OF BUSINESS

Consideration of Universal Access Proposals Related to Rear Gate Access Project and Storm Damage Repair to Side Gate

Mr. Livermore reviewed the proposals contained within the agenda for rear exit gate repairs and rear gate entry access. Discussion ensued.

On a Motion by Mr. Bracco, seconded by Mr. McCafferty, with all in favor, the Board Approved the Universal Access Proposal for Rear Gate Repairs, for the Venetian Community Development District.

EIGHTH ORDER OF BUSINESS

Appointment of Fitness and Pool Advisory Committee Member and Facilities Advisory Committee Member

Mr. Booker advised that he would like to appoint Ms. Mary Taylor to the Fitness and Pool Advisory Committee. Discussion ensued.

On a Motion by Mr. Booker, seconded by Mr. Bracco, with all in favor, the Board Appointed Ms. Mary Taylor to the Fitness and Pool Advisory Committee, for the Venetian Community Development District.

Mr. Kleinglass advised that he would feel more comfortable if the new Facilities

Advisory Committee liaison makes the needed appointment to the Facilities Advisory Committee. He advised that Ms. Pozarek has resigned from the Advisory Committee.

On a Motion by Mr. Kleinglass, seconded by Mr. Bracco, with all in favor, the Board Accepted the Resignation of Ms. Jill Pozarek from the Facilities Advisory Committee, for the Venetian Community Development District.

Discussion ensued regarding Advisory Committee liaisons as well as re-organization of the Board of Supervisors.

NINTH ORDER OF BUSINESS

Consent Items

Ms. Bandon advised that the consent items consist of the Fitness and Pool Advisory Committee meeting minutes of September 21, 2022, and the Social and Dining Advisory Committee meeting minutes of September 14, 2022. She asked if there were any questions. Discussion ensued.

On a Motion by Mr. Bracco, seconded by Mr. Booker, with all in favor, the Board Accepted the Consent Items, for the Venetian Community Development District.

TENTH ORDER OF BUSINESS

Supervisor Requests and Comments

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

Mr. Bracco reviewed the Fidelity investments. He further spoke regarding outside counsel; the attorney who is dealing with the Pickleball issue has left the firm and so now a decision needs to be made as to whether the Board would like to stay with the firm of Lobeck and Hanson or follow Mr. Wilner to a new firm. Discussion ensued.

On a Motion by Mr. Booker, seconded by Mr. Bracco, with all in favor, the Board Retained the Services of Lobeck and Hanson Related to Pickleball, for the Venetian Community Development District.

Mr. Booker stated it was a pleasure to serve with Mr. Kleinglass and Mr. McCafferty; he stated only two words to describe their service, "well done".

Mr. Kleinglass provided an update on the status of the tiki bar renovation; he advised that he has asked that the contractor be substantially complete by the end of the week. Mr. Kleinglass inquired as to whether the Board would like him to stay with the project once his term expires. The Board advised they would like him to see the project through to the end.

Mr. Kleinglass stated it has been a joy to serve on the Board and he wished the best of luck to his successors. Mr. McCafferty echoed Mr. Kleinglass' statements.

ELEVENTH ORDER OF BUSINESS Adjournment

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

On a Motion by Mr. McCafferty, seconded by Mr. Kleinglass, with all in favor, the Board adjourned the meeting at 11:41 a.m., for the Venetian Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman

Tab 12

MINUTES OF MEETING

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

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Venetian Community Development District was held on **Monday, December 12, 2022 at 9:31 a.m.** held at the Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275.

Present and constituting a quorum were:

Richard Bracco	Board Supervisor, Chairman
Ernest Booker	Board Supervisor, Assistant Secretary
Ken Smaha	Board Supervisor, Assistant Secretary
Cheryl Harmon Terrana	Board Supervisor
Jill Pozarek	Board Supervisor

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Andy Cohen	District Counsel –
	Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
Rick Schappacher	District Engineer, Schappacher Engineering
Keith Livermore	Field Manager, Rizzetta & Company, Inc.
John Toborg	Manager, Landscape Inspection Services
John Fowler	Field Services Manager, Landscape Inspection Services
Jeffrey Thomas	General Manager, River Club
Julie Cortina	Vesta Property Services
Audience	

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Pledge of Allegiance

Mr. Bracco led the Board and audience in reciting the pledge of allegiance.

THIRD ORDER OF BUSINESS

Administration of Oaths of Office

Ms. Blandon administered the Oath of Office to Ms. Jill Pozarek and Ms. Cheryl Harmon Terrana and advised each that they are eligible to receive Supervisor compensation for their attendance at meetings. Ms. Pozarek elected to receive Supervisor compensation. Ms. Terrana elected to receive Supervisor compensation.

Mr. Bracco welcomed Ms. Pozarek and Ms. Terrana to the Board and stated that he looks forward to working with them over the years.

FOURTH ORDER OF BUSINESS

Public Comment

Ms. Blandon opened the floor to comments from the public.

Ms. Schimberg welcomed the new Board members; she further addressed the Board regarding the tiki bar renovation. She advised that several things are not done properly, and she is not happy with the work that has been done. Mr. Bracco advised that a punch list of the work has been created and items will be addressed.

Mr. Cassell advised that he met with Ms. Mitzi Fiedler regarding a new solar water pump for the Medici berm. He further advised that Port Charlotte is currently using the helipad at the airport. Mr. Cassell advised that an additional ten acres have been added to the park to include a total of twelve pickleball courts. He further advised that a lot of shrubbery and bushes have been taken out along Laurel Road and he encouraged the Board to include the Medici area affected by the removal of the plantings along Laurel.

Mr. Thomaston welcomed the new Board members. He advised that the POA Annual meeting is this evening and there is a need for proxies to establish a quorum. He further addressed the design and construction of the tiki bar renovation as well as the lack of shade. Mr. Thomaston advised that the Christmas dinner party held on Friday was one of the most spectacular ones he's attended in the last six years.

Mr. Spallina congratulated the new Board members. He advised that the Landscaping Advisory Committee met on December 7th without a liaison and so he would like to advise of items discussed and approved by the Advisory Committee: during the RFP process that a request be included for the respondents to submit their vision of what Venetians common areas will look like over the next several years, the Advisory Committee has requested to review the design plans and bids received in order to provide comments to the Board.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Engineer

Mr. Schappacher reported that the asphalt under some of the speed cushions is deteriorating; he recommended removing the speed cushions and installing asphalt speed bumps. He advised that there is a total of ten speed cushions and the vendor charges \$800 each but will lower to \$725 if all are done at the same time. Mr. Schappacher advised that six need to be completed. The Board directed Mr. Schappacher to move forward with the repairs.

Mr. Schappacher advised that Mr. Jasper sent an email regarding the road rejuvenation; and he has reached out to the vendor who has advised that he will hold the increase to fifteen percent and so he will reach out to other communities to research the piggyback option and with the increase the

pricing may fall below the \$195,000 threshold. The Board asked that Mr. Schappacher obtain final pricing. Discussion ensued regarding the aesthetic of the roads. Mr. Bracco recommended obtaining pricing to mill and repave certain roads within Venetian. Further discussion ensued regarding whether rejuvenation is the best option for the roads within Venetian.

Mr. Schappacher advised of concerns related to erosion and sod slipping/deteriorating on Padova Way and he has requested to install rocks on the slope behind the home; he advised that the CDD resodded the area a few years ago. Discussion ensued. The Board asked that Mr. Schappacher obtain pricing for the necessary repair. Ms. Terrana asked for alternatives to restrict access to the area.

B. District Counsel

Mr. Cohen provided an update on the Vesta contract for River Club management outlining concerns related to Tennis Connections. He also confirmed that a Sunshine presentation will be held on January 9th. Mr. Cohen advised that he is reviewing the post orders in order to create a resolution for the Board's consideration at the January 9th meeting.

C. River Club

Mr. Thomas distributed and provided an overview of his summary report. He reviewed the November monthly highlights, including staffing highlights. Mr. Thomas reviewed upcoming events. He advised that the River Club would like Member sponsorship of non-member events. Discussion ensued regarding outside events.

Mr. Booker asked that Ms. Cortina provide information related to the Run into the New Year event scheduled for December 30th. Ms. Cortina reviewed the event. Ms. Sniezek of the Fitness/Pool advisory Committee reviewed the event and assistance needed.

SIXTH ORDER OF BUSINESS

**Review and Discussion of Landscape
Inspection Report**

Mr. John Fowler reviewed the landscape inspection report as contained in the agenda package; he advised that a lot of hurricane clean up work has been completed. Mr. Fowler reviewed the three hot topic items: the Avalini Park, Medici Berm, and Otello Wall. He advised that he has requested a turf replacement proposal from LMP to be presented to the Board.

Mr. Toborg distributed and reviewed the draft Landscape and Irrigation Maintenance RFP package to be reviewed by the Board in detail at the January meeting. Ms. Blandon advised that she will be providing a recommended amendment to the package related to storm clean-up costs. Mr. Toborg and Mr. Cohen reviewed the possibility of creating an evaluation committee. Discussion ensued regarding bid and performance bonds.

A representative from LMP provided an update related to storm damage clean up and recovery. Ms. Blandon recommended that LMP provide estimates for finalizing clean up and recovery. She further advised LMP that the Avalini Park, Medici Berm, and Otello Wall need to be cleaned up and properly maintained. Discussion ensued.

The Board took a brief recess at 11:03 a.m. and was back on the record at 11:14 a.m.

FIFTH ORDER OF BUSINESS CONT.

Staff Reports (Continued)

D. District Manager

Ms. Blandon advised that there is some progress with FEMA; a program delivery manager has been assigned to Venetian and an exploratory call was held on December 9 and a recovery scoping meeting is scheduled for January 10th. Ms. Blandon advised that a funding agreement will be necessary, which will be reviewed by Mr. Cohen. Discussion ensued. Ms. Blandon advised that the next meeting of the Board of Supervisors is scheduled for Monday, January 9, 2023 at 9:30 a.m.

On a Motion by Mr. Bracco, seconded by Mr. Booker, with all in favor, the Board Declared the Old Golf Cart as Surplus, for the Venetian Community Development District.

Ms. Blandon advised that September financial statements have been sent out and if each Board member can email her any questions they have, she will compile a list of questions and answers to distribute to the Board.

E. Field Manager

Mr. Livermore had no report. Mr. Bracco thanked Mr. Livermore for his persistence in working with the City to have storm debris removed.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2023-01,
Redesignating Officers of the District**

Mr. Cohen advised that after the election it is appropriate to redesignate the officers of the District.

On a Motion by Mr. Booker, seconded by Mr. Smaha, with all in favor, the Board Appointed Mr. Rich Bracco to Serve as Chairperson of the CDD, for the Venetian Community Development District.

On a Motion by Mr. Bracco, seconded by Ms. Pozarek, with all in favor, the Board Appointed Mr. Ernest Booker as Vice Chairperson of the CDD, for the Venetian Community Development District.

Mr. Cohen reviewed resolution 2023-01.

On a Motion by Mr. Bracco, seconded by Ms. Terrana, with all in favor, the Board Adopted Resolution 2023-01, Redesignating Officers of the District as Follows: Mr. Rich Bracco to Serve as Chairman, Mr. Ernest Booker to Serve as Vice Chairman, and Mr. Ken Smaha, Ms. Jill Pozarek, Ms. Cheryl Harmon Terrana, Ms. Belinda Blandon, Ms. Melissa Dobbins, and Mr. Jerry Whited to Serve as Assistant Secretaries, for the Venetian Community Development District.

Ms. Blandon asked if the Board would like to appoint Advisory Committee Liaisons. Mr. Bracco recommended appointing Mr. Smaha as the Reserve and Finance Advisory Committee liaison as well as the Guardhouse liaison, he recommended that Ms. Pozarek serve as the Facilities Advisory Committee liaison as well as the Newsletter, he recommended that Ms. Terrana serve as the liaison to the Landscaping Advisory Committee as well as the Social and Dining Advisory Committee. Mr. Booker advised that he would be happy to continue to serve as the liaison to the Fitness and Pool Advisory Committee as well as the Racquet Sports Advisory Committee. Mr. Bracco advised that he will continue to serve as the general liaison duties between the CDD & Vesta and between the CDD & Heritage Golf as well as legal involvements. Mr. Smaha advised that he will continue to attend the POA meetings. Mr. Booker advised that he would be happy to be a back-up related to Heritage Golf.

Ms. Blandon advised that as Vice Chair, Mr. Booker will be added to the Fidelity accounts.

EIGHTH ORDER OF BUSINESS

Discussion Regarding Dana Investments

Mr. Bracco advised that this item will be presented at the January 9th meeting. Ms. Terrana recommended having a side-by-side comparison. Discussion ensued.

NINTH ORDER OF BUSINESS

Discussion Regarding Private River Club Events

Ms. Pozarek requested that the Board consider suspending any future events until a cost/benefit analysis can be completed. Mr. Thomas advised that he is working on the analysis and will try to have it completed by the January 9th meeting. Discussion ensued.

On a Motion by Ms. Pozarek, seconded by Ms. Terrana, with three in favor and two opposed, the Board Paused Booking Private Events at the River Club Until the Board can Discuss at the January 9th Meeting, After Completion of a Six-Month Cost Analysis, for the Venetian Community Development District.

TENTH ORDER OF BUSINESS

Advisory Committee Appointments

Mr. Bracco recommended providing time for Ms. Terrana to review the Social and

Dining Advisory Committee. Ms. Pozarek recommended appointing Bill Phillips to one of the vacancies on the Facilities Advisory Committee.

On a Motion by Ms. Pozarek, seconded by Mr. Bracco, with all in favor, the Board Appointed Mr. Bill Phillips to the Facilities Advisory Committee, for the Venetian Community Development District.

Ms. Pozarek advised that there is another seat that is open; she asked to reissue the call for applicants for the Facilities Advisory Committee.

Mr. Booker advised that Mr. Challenger is resigning from the Racquet Sports advisory Committee effective January 1, 2023.

On a Motion by Mr. Booker, seconded by Ms. Pozarek, with all in favor, the Board Accepted the Resignation of Mr. Jack Challenger from the Racquet Sports Advisory Committee, Effective January 1, 2023, for the Venetian Community Development District.

Mr. Booker recommended the appointment of Ms. Karen Wilson to fill the remaining term of Mr. Challenger's position on the Racquet Sports Advisory Committee.

On a Motion by Mr. Booker, seconded by Mr. Bracco, with all in favor, the Board Appointed Ms. Karen Wilson to the Racquet Sports Advisory Committee, for the Venetian Community Development District.

Mr. Booker recommended the reappointment of Mr. Mark Faford and Ms. Sandra Nick to the Racquet Sports Advisory Committee.

On a Motion by Mr. Booker, seconded by Mr. Bracco, with all in favor, the Board Re-Appointed Mr. Mark Faford and Ms. Sandra Nick to the Racquet Sports Advisory Committee, for the Venetian Community Development District.

Mr. Booker recommended the appointment of Mr. Paul Ryan to the Racquet Sports Advisory Committee.

On a Motion by Mr. Booker, seconded by Ms. Pozarek, with all in favor, the Board Appointed Mr. Paul Ryan to the Racquet Sports Advisory Committee, for the Venetian Community Development District.

Mr. Bracco recommended holding off until January to make appointments to the Social and Dining Advisory Committee and the Landscaping Advisory Committee to allow Ms. Terrana time to review bios.

Mr. Smaha inquired as to how many openings are on the Reserve Advisory Committee. Mr. Bracco advised there are two openings.

On a Motion by Mr. Smaha, seconded by Ms. Terrana, with all in favor, the Board Appointed Mr. Jerry Jasper and Mr. Fred Baughman to the Reserve Advisory Committee, for the Venetian Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Meeting held on October 10, 2022

Ms. Bandon presented the Minutes of the Board of Supervisors' meeting held on October 10, 2022 and asked if there were any additions, corrections, or deletions to the minutes as presented. There were none.

On a Motion by Mr. Booker, seconded by Mr. Smaha, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on October 10, 2022, for the Venetian Community Development District.

TWELFTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Meeting held on October 24, 2022

Ms. Bandon presented the Minutes of the Board of Supervisors' meeting held on October 24, 2022 and asked if there were any questions, comments and/or changes to the minutes as presented. There were none.

On a Motion by Mr. Booker, seconded by Mr. Smaha, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on October 24, 2022, for the Venetian Community Development District.

THIRTEENTH ORDER OF BUSINESS

Consent Items

Ms. Bandon advised that the consent items consist of the Facilities Advisory Committee meeting minutes of October 3, 2022, the Fitness and Pool Advisory Committee meeting minutes of October 19, the Landscaping Advisory Committee meeting minutes of October 3 and October 17, 2022, the Racquet Sports Advisory Committee meeting minutes of April 11, July 11, September 12, and October 24, 2022, and the Social and Dining Advisory Committee meeting minutes of October 12, 2022. She asked if there were any questions. Discussion ensued.

On a Motion by Mr. Bracco, seconded by Mr. Smaha, with all in favor, the Board Accepted the Consent Items, for the Venetian Community Development District.

FOURTEENTH ORDER OF BUSINESS **Supervisor Requests and Comments**

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

Mr. Cohen recommended postponing the Sunshine review until January 23rd in order to accommodate any Advisory Committee members who are appointed on January 9th. The Board concurred.

Mr. Bracco welcomed the new Board members.

Mr. Smaha recommended removing the mask mandate for unvaccinated individuals at the River Club.

On a Motion by Mr. Smaha, seconded by Ms. Pozarek, with all in favor, the Board Removed the Mask Mandate for Unvaccinated Individuals at the River Club, for the Venetian Community Development District.

Mr. Booker advised that he is very upset by the fact that the basketball hoop has been stolen. Mr. Thomas advised that the new basketball hoop has arrived, and it is being installed today. Mr. Booker advised that the condition of the Welcome Center is an eyesore; he recommended a meeting with Heritage regarding the unsightly condition. Mr. Booker recommended holding workshops to discuss ideas and desires related to issues within the community. Discussion ensued. Mr. Bracco recommended holding a workshop prior to the onset of the first meeting in February, at 8:30 a.m. The Board concurred.

FIFTEENTH ORDER OF BUSINESS **Adjournment**

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

On a Motion by Mr. Smaha, seconded by Ms. Pozarek, with all in favor, the Board adjourned the meeting at 12:21 p.m., for the Venetian Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman

Tab 13

**Venetian Community Development District
502 Veneto Boulevard
North Venice, FL 34275
Landscape Committee Advisory Committee
November 7, 2022**

**Attendees: Rick McCafferty, Keith Livermore, Joe Spallina,
Harry Wildman, Debbie Gericke, Julia Salerno
Absent: Lynn Matson**

Call to Order: 11:00 AM

Approval of Minutes of October 17 -

Corrections – Revised and Approved

PONDS - Liaison Rick McCafferty said where it says ponds it should have said, “ The cost to remove and plant new palms was \$53,000.”

E. Replacement plants - Should have said, “Coleus Red Velvet which are red and green didn’t get installed. LMP put in begonias.”

Next meeting - Should have said November 7

Approval pending correction - Unanimous

Liaison Report for November 7 —Rick McCafferty reported that the CDD Capital Reserve might cover the cost of storm damage of trees and shrubs. He also said the CDD thought replacement should begin with the Laurel entrance and the River Club area. The LC agreed with this suggestion.

LMP rep said stumps which are loose might be taken by the city rather than at our cost.

f

Keith Livermore reported that the monuments out front need repair (which ones). He will be getting quotes. He also said LMP will be putting braces on more trees starting 11/8.

The Otello wall is almost finished with repairs.

Flower rotation is done

Mulch will be spread on December 1

Old Business

Debbie said the flowers going into the River Club need additional water.

Discussion of the upper pots at the neighborhood monuments. A previous decision was made to remove the bougenvillia as there has been an inability for them to thrive. (I don't know whose decision this was.)

10/17 - Roundabout - Deer have eaten most of arbutus and other plants. They will be replaced by LMP with plumbago and copper leaf at LMP'S cost.

New Business

Joe - Discussion of the Field Managers Reports - Is there a need for monthly reports? Debbie asked, would 6 fill the needs of the community to check on the performance of LMP? Discussion to continue at our next meeting.

**Adjourned - 11:58 AM —Next Meeting - December 5 at 11 AM
Minutes submitted by Julia Salerno**