



Rizzetta & Company

# **Venetian Community Development District**

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## **Board of Supervisors' Meeting**

**March 13, 2023**

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

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

# **VENETIAN COMMUNITY DEVELOPMENT DISTRICT**

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

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

<b>Board of Supervisors</b>	Rich Bracco	Chairman
	Ernest Booker	Vice Chairman
	Ken Smaha	Assistant Secretary
	Jill Pozarek	Assistant Secretary
	Cheryl Harmon Terrana	Assistant Secretary
<b>District Manager</b>	Belinda Blandon	Rizzetta & Company, Inc.
<b>District Counsel</b>	Andy Cohen	Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
<b>District Engineer</b>	Rick Schappacher	Schappacher Engineering

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

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

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

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

**VENETIAN COMMUNITY DEVELOPMENT DISTRICT**  
District Office · Ft. Myers, Florida · (239) 936-0913  
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.venetiancdd.org](http://www.venetiancdd.org)

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March 10, 2023

Board of Supervisors  
**Venetian Community  
Development District**

**AGENDA**

Dear Board Members:

The workshop of the Board of Supervisors of Venetian Community Development District will be held on **Monday, March 13, 2023 at 8:30 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. AGENDA REVIEW WORKSHOP**

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Audit Committee  
**Venetian Community  
Development District**

**AGENDA**

Dear Committee Members:

The first meeting of the Audit Committee of the Venetian Community Development District will be held on **Monday, March 13, 2023 immediately following the conclusion of the Workshop, scheduled to begin at 8:30 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/PLEDGE OF ALLEGIANCE**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
  - A. Presentation of the Audit Proposal Instructions and Evaluation Criteria with Price ..... Tab 1
  - B. Presentation of the Audit Proposal Instructions and Evaluation Criteria without Price ..... Tab 2
- 4. COMMENTS/ADJOURNMENT**

Board of Supervisors  
**Venetian Community  
Development District**

**REVISED AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of Venetian Community Development District will be held on **Monday, March 13, 2023 immediately following the conclusion of the Audit Committee Meeting** 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
    1. Consideration of Road Rejuvenation Contract with Pavement Technology, Inc. .... Tab 3
  - B. District Counsel
  - C. River Club
  - D. Field Manager
  - E. District Manager
    1. Review and Discussion of LMP Invoices and Responses to Inquiries for Hurricane Related Expenses
- 5. BUSINESS ITEMS**
  - A. Review of February 17, 2023 Landscape Inspection Report.. Tab 4
  - B. Discussion Regarding Proposed River Club Survey
  - C. Discussion Regarding Pool Fence Proposal
  - D. Update on Landscape and Irrigation Proposals Received and Discussion Regarding Process for Next Meeting
  - E. Consideration of Audit Committee Recommendations
- 6. BUSINESS ADMINISTRATION**

None
- 7. CONSENT ITEMS**
  - A. Acceptance of Advisory Committee Meeting Minutes..... Tab 5
    1. Reserve Advisory Committee Minutes of January 16, 2023
    2. Social and Dining Advisory Committee Minutes of November 09, 2022, December 14, 2022 and January 11, 2023
- 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 COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Years Ending  
September 30, 2023, September 30, 2024, September 30, 2025,  
September 30, 2026, and September 30, 2027  
Sarasota County, Florida**

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than **Friday, April 14, 2023, at 3:00 p.m.**, at the offices of District Manager, located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

**SECTION 2. 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. 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 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District, including latest Peer Review report.

**SECTION 4. 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 5. SUBMISSION OF PROPOSAL.** Submit one (1) electronic copy on a flash drive **AND** five (5) hard copies of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in a sealed envelope, marked with the title "Auditing Services – Venetian Community Development District" on the face of it. **Proposals must be submitted via UPS, FedEx, or hand delivery to ensure timely delivery.**

**SECTION 6. 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 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, 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 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of Districts' limited liability contained in section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. 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 with respect to aforesaid plans, specifications or contract documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

## **AUDITOR SELECTION EVALUATION CRITERIA**

**1. Ability of Personnel. (20 Points)**

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

**2. Proposer's Experience. (20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

**3. Understanding of Scope of Work. (20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services. (20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

**5. Price (15 Points)**

A full fifteen (15) points will be awarded to the Proposer submitting the lowest bid. AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING. 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.

*Example:*

*Proposer "A" turns in a bid of \$8,000 and is deemed to be low bid and will receive the full 15 points. Proposer "B" turns in a bid of \$10,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (15).  $(8,000/10,000) \times 15 = 12$ , therefore, Proposer "B" will receive 12 of 15 possible points. Proposer "C" turns in a bid of \$12,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (15).  $(8,000/12,000) \times 15 = 9.99$ , therefore, Proposer "C" will receive 9.99 of 15 possible points.*

**6. Price Reasonableness (5 Points)**

**Total (100 Points)**

# Tab 2

**VENETIAN COMMUNITY DEVELOPMENT DISTRICT  
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Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services. (25 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

**Total (100 Points)**

# Tab 3

## **AGREEMENT FOR ROADWAY REPAIRS**

This Agreement (“Agreement” or “Contract”), is made between the Venetian Community Development District, a community development district organized under the laws of the State of Florida (hereinafter referred to as “District” or “Owner”) with an address of c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida, 33614, and Pavement Technology, Inc., a Foreign Corporation (hereinafter referred to as the “Contractor”) with an address of 24144 Detroit Road, Westlake, Ohio, 44145, on this 1<sup>st</sup> day of March, 2023.

### **RECITALS**

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to perform roadway repairs and related remediation work on District owned property; and

WHEREAS, the Contractor has offered to provide such work pursuant to the proposal attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor and District agree as follows:

### **I. INCORPORATION OF RECITALS**

The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

### **II. DESCRIPTION OF WORK**

The work to be performed shall include all labor, material, equipment, supervision and transportation for roadway repairs and related remediation work (hereinafter referred to as the “Contract Work”) as more specifically detailed in the plans attached hereto as **Exhibit “B”** in accordance with the Bid Form attached hereto as **Exhibit “A”** and the Technical Specifications attached hereto as **Exhibit “C.”** To the extent of any conflict between the Contract and the Exhibits, the terms of this Contract shall govern.

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required and such staff shall be responsible for coordinating, expediting and controlling all aspects to assure completion of the Contract Work. All work shall be performed in a professional manner and warrantied as referenced herein. The District shall be responsible for establishing property boundaries in the field, if required.

### **III. CONTRACT SUM**

The District agrees to pay Contractor for the Contract Work the total sum of **one hundred eight nine thousand, six hundred forty-four dollars and ninety five cents (\$189,644.95)** (hereinafter referred to as the "Contract Sum"). The District shall pay the Contractor for the Contract Work upon completion in full of the Contract Work to the District's satisfaction at the District's sole and absolute discretion.

The Contract Sum is the final price and there shall be no cost overruns absent a written Change Order executed by all parties before any of the excess materials and/or work is incurred. The Contract Sum and Contract Time (as defined below) will be adjusted accordingly.

The District requires that all subcontractors, material men, suppliers or laborers be paid and may require evidence, in the form of lien releases or waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, at the District's discretion prior to remittal of any payment due. Contractor agrees simultaneously with and to the extent it receives payment in full from the District to defend and resolve all claims made by subcontractors, laborers and material suppliers, indemnifying the District and its agents for all claims arising from or resulting from subcontractor or supplier or material men or laborer services in connection with the Contract Work.

### **IV. TIME OF COMMENCEMENT AND COMPLETION**

After full execution of this Contract, receipt of all insurance, the Contract Work shall commence on or about April 17, 2023. Subject to authorized adjustments, the Contract Work shall be completed and ready for final inspection by the District and/or its representatives no later than sixty (60) calendar days from commencement of Contract Work (hereinafter referred to as the "Contract Time"). Contractor and the District recognize that time is of the essence of this Contract and the District will suffer financial loss if the Contract Work is not completed within the Contract Time specified herein. Contractor agrees to diligently and continuously perform its work so that the District shall not be delayed by any act or omission of Contractor. Failure to fully complete the Contract Work within the time fixed in this Contract and extensions thereof may result in substantial injury to the District, and the District and Contractor recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by the District if the Contract Work is not completed on time. Therefore, in the event the Contract Work is not completed within the Contract Time, Contractor shall pay the District (or the District may withhold from payment due) the sum of One Hundred Dollars (\$100.00) for each day of such delay in addition to any other damages and/or remedies to which the District may be entitled. The above-referenced liquidated damages amount shall be applicable and payable to the District without proof of special damages. The District and Contractor agree that the amount of liquated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Contractor agrees the amount of liquidated damages approximates the loss anticipated at the time of execution of this Contract.

Contractor shall not be liable for any delays caused by acts of God, changes in scope of work, indecisions by the District and/or its agents, strikes or shortage of materials.

## **V. CONTRACTOR'S REPRESENTATIONS**

In order to induce the District to enter into this Contract, Contractor makes the following representations upon which the District has actually and justifiably relied:

1. That the Contractor has examined and carefully studied the project site and that the Contractor has the experience, expertise and resources to perform all the Contract Work within the Contract Time.
2. That Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Contract Work.
3. That Contractor is familiar with and can and shall ensure that Contractor and its subcontractors comply with all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Contract Work.

## **VI. DUTIES AND RIGHTS OF CONTRACTOR**

The Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Contract Work: The Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means and coordination for all work. The Contractor shall supervise and direct the work to the best of its ability giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment: The Contractor shall maintain at all times strict discipline among its employees and subcontractors, if any, and shall not employ or retain for work at the District any person unfit or without sufficient skills to perform the job for which such person is utilized.
3. Furnishing of Labor, Materials/Liens and Claims: The Contractor shall provide and pay for all labor, materials and equipment, including tools, transportation and all other facilities and services necessary for the proper completion of work in accordance with this Contract. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims which arise by reason of the Contractor's performance under this Contract.
4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: The Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use and similar taxes, and shall secure all licenses and permits (unless stated otherwise herein) necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe and perform all requirements of applicable local, State and Federal laws, rules, regulations or ordinances.

5. Responsibility for Negligence of Employees and Subcontractors: The Contractor shall be fully responsible for all acts or omissions of its employees, if any, at the site, its subcontractors and their employees and other persons doing work under any request of Contractor.
6. Safety Precautions and Programs: The Contractor shall provide for and oversee all safety orders, precautions and programs necessary for reasonable safety of the Contract Work. The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract as well as members of the public that may come into contact with the job site. The Contractor shall comply with all OSHA standards. The Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work.
7. Warranty of Fitness of Equipment and Materials: Contractor represents and warrants to the District that all equipment and materials used in the Contract Work and made a part of structures, or placed permanently in connection therewith, will be new unless otherwise specified and will be of good quality, free of defects. It is understood between the parties that all equipment and materials not so in conformity are defective.
8. Clean-Up: Contractor agrees to keep the site and adjoining ways free of waste material and rubbish caused by its work or that of its subcontractors. Contractor further agrees to remove all such waste material and rubbish on termination of the Contract Work, together with all its tools, equipment, machinery and surplus materials. Contractor agrees, on terminating its work at the site, to conduct general clean-up operations.

## **VII. INDEMNIFICATION**

The Contractor does hereby indemnify and hold harmless the District, its officers and employees, from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees), to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract. The monetary limitation to the extent of this indemnification is One Million Dollars (\$1,000,000.00) per occurrence.

In any and all claims against the District or any of its agents or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefit payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall and does hereby indemnify and hold harmless District and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

## **VIII. INSURANCE**

1. Before performing any Contract Work, the Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida.
2. Workers' Compensation: The Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed above. No contractor or sub-contractor operating under a workers' compensation exemption shall access or work on the site. No contractor or sub-contractor shall access or work on the site unless such entity has workers' compensation insurance.
3. Commercial General Liability: The Contractor will provide Commercial General Liability insurance including, but not limited to, bodily injury, property damage, contractual, products and completed operations and personal injury with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. Automobile Liability: The Contractor will provide Automobile Liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Contract.
5. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Contract.
6. Each insurance policy required by this Contract shall:
  - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - b. Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after 30 calendar days prior written notice has been given to the District.
  - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form and amount of insurance.
8. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all

deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

10. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work and a minimum of ten (10) calendar days before the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract.
14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance, in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### **IX. CORRECTING WORK; WARRANTY**

1. When it appears to the District during the course of repair that any work does not conform to the provisions of this Contract, Contractor shall make the necessary corrections to conform and, in addition will correct any defects caused by faulty materials, equipment or workmanship in work supervised by it or by a subcontractor.
2. Contractor guarantees against faulty workmanship with respect to all Contract Work and warrants the Contract Work and the materials for a term of eighteen (18) months from completion and acceptance by the District.

#### **X. EARLY TERMINATION FOR BREACH OF CONTRACT**

1. Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on seven (7) days' written notice to the Contractor, terminate this Contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent by certified mail. On such termination, the District may take possession of the work site and all materials and finish the work in whatever way it deems expedient. If the expense of

finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to the District within ten (10) calendar days after written notice.

2. On a default by Contractor, the District may elect to terminate the Contract immediately. Alternatively, the District may elect not to terminate the Contract, and in such event, it may make good the deficiency in which the default consists and deduct the costs from the payment then or to become due the Contractor.
3. Each party further specifically reserves all rights available under the law or equity should there be a default by the other party which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

## **XI. WORK CHANGES**

Each party reserves the right to request Contract Work changes in the nature of additions, or modifications. However, as referenced above, all changes to the Contract Work, the Contract Sum and Contract Time shall only be authorized once in writing executed by the parties. No work involved in the change or materials contemplated shall be started or secured until authorized.

## **XII. ATTORNEY'S FEES**

If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

## **XII. MISCELLANEOUS**

1. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.
2. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound. No employees, agents or representatives of the District are personally or individually bound by this Contract.
3. Nothing in this Contract 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 Contract 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.

4. The laws of the State of Florida shall govern all provisions of this Contract including, but not limited to, the applicable Florida construction lien law. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Sarasota County, Florida.
5. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
6. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
7. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the District and Contractor who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
8. The execution of this Contract has been duly authorized by the appropriate body or official of each party, 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.
9. Notices: Where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by e-mail and by U.S. Mail to the other party at the address listed below and shall be deemed received upon actual receipt by mail or e-mail, whichever is first:

To District: Venetian Community Development District  
Attn: Belinda Blandon, District Manager  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614  
e-mail: bblandon@rizzetta.com

With a copy to: Andrew H. Cohen  
6853 Energy Court  
Lakewood Ranch, FL 34240  
e-mail: acohen@flgovlaw.com

To Contractor: Pavement Technology, Inc.  
Attn: Ken Holton  
24144 Detroit Road  
Westlake, OH 44145  
e-mail: kholton@pavetechinc.com

10. E-Verify Requirement. Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate the Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of the Agreement based on Contractor's failure to comply with the E-Verify requirements referenced herein.
11. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. Pursuant to applicable Florida law, the Contractor's records associated with this Contract may be subject to Florida's public records laws, Section 119.01, F.S., et seq., as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the District in order to perform the Contract Work. Upon request from the District's Custodian of Public Records, the Contractor shall provide the District with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the District. Upon completion of the Contract, the Contractor shall transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain all public records required by the District to perform the Contract Work. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**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 CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, BELINDA BLANDON, RIZZETTA & COMPANY, 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614, TEL. 239-936-0913, BBLANDON@RIZZETTA.COM.**

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Contract on the day and year first written above.

**Venetian  
Community Development District**

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

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

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

**Pavement Technology, Inc.**

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

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

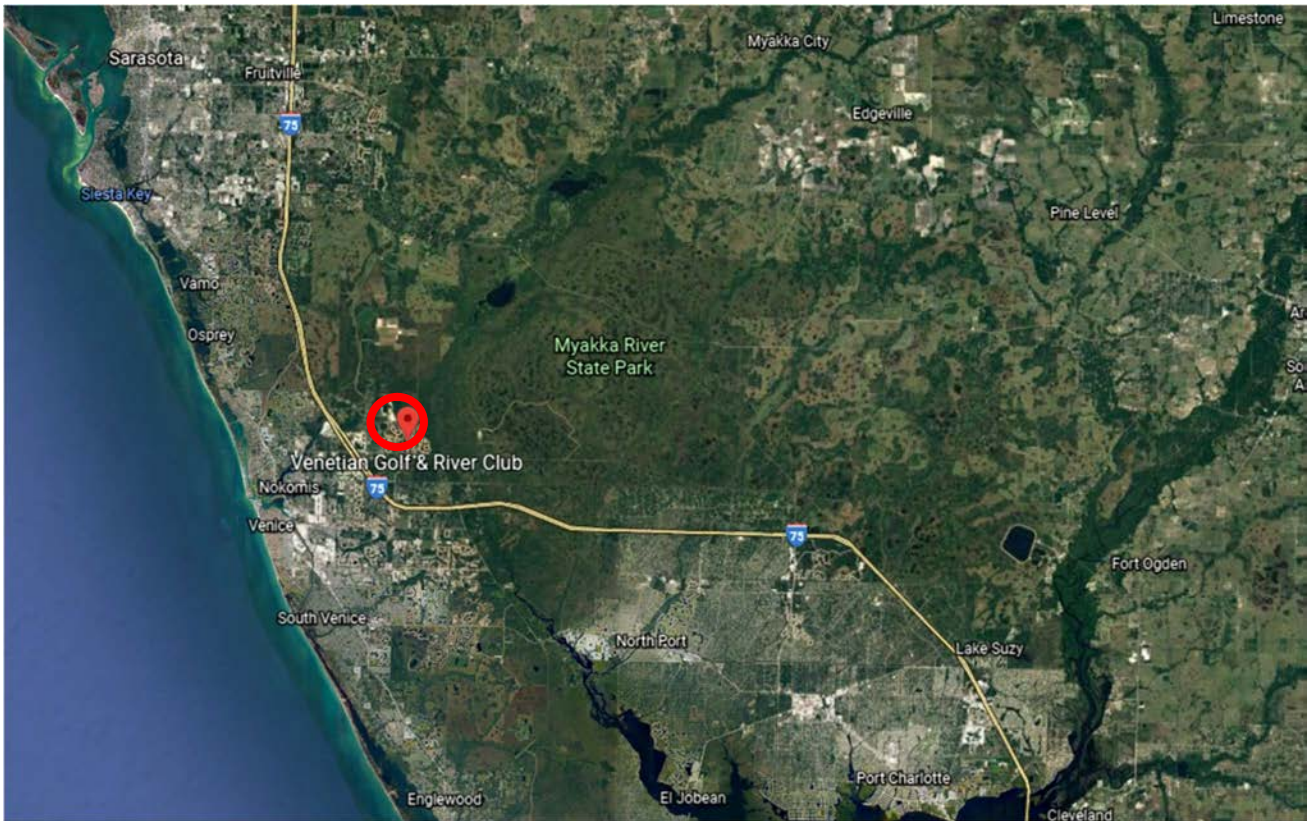
Date: \_\_\_\_\_

# Exhibit "A"

## Venetian CDD Road Rejuvenation

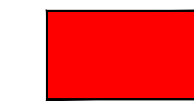
Contract Bid Form 2.28.23

Bid Item	Description	Quantity	Unit	Unit Price	Total
1	Furnish & Install Asphalt rejuvenation product	165,615	SY	1.13	187,144.95
2	Miscellaneous cleanup and work	1	LS	2,500.00	2,500.00
Total					\$189,644.95



## Venetian CDD – Location Map

3604 53<sup>rd</sup> Ave. East – Bradenton, Florida 34203; Phone: (941) 251-7613

WILLOW  
CHASE

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

2023- CDD ROADWAY  
REJUVENATION

SHEET NUMBER

# 2023- CDD ROADWAY REJUVENATION

SHEET NUMBER

**QCE**  
**Schappacher**  
**Engineering, LLC.**

3604 53RD AVENUE EAST, BRADENTON, FL 34205  
PHONE: (941) 251-7613  
WWW.SCHAPPACHERENG.COM

DESIGNED	RS	DRAWN	KH	CHECKED	RS
DATE: FEB. 2023					
JOB NO.					
SCALE:					

[illegible]

**RICHARD SCHAPPACHER, P.E.**  
Professional Engineer # 51501

# EXHIBIT "C"

## ASPHALT REJUVENATING AGENT

### I. Scope:

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

### II. Material Specifications:

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water.

SPECIFICATIONS				
Tests	Test Method		Requirements	
	ASTM	AASHTO	Min.	Max.
Tests on Emulsion:				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W <sup>1</sup>	D-244(Mod.)	T-59(Mod)	60	65
Miscibility Test <sup>2</sup>	D-244(Mod.)	T-59(Mod)	No Coagulation	
Sieve Test, %W <sup>3</sup>	D-244(Mod.)	T-59(Mod)	-	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance <sup>4</sup>	GB	GB	-	30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	-
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-	-	1.00
Maltene Dist. Ratio	D-2006-70	-	0.3	0.6
$\frac{PC + A_1^5}{S + A_2}$				
PC/S Ratio <sup>5</sup>	D-2006-70	-	0.5	-
Saturated Hydrocarbons, S <sup>5</sup>	D-2006-70	-	21	28

<sup>1</sup> ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

<sup>2</sup> Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

<sup>3</sup> Test procedures identical with ASTM D-244-60 except that distilled water shall be used in place of two percent sodium oleate solution.

<sup>4</sup> Test procedure is attached.

<sup>5</sup> Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A<sub>1</sub> = First Acidaffins

A<sub>2</sub> = Second Acidaffins, S = Saturated Hydrocarbons

## **PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE ON ASPHALT REJUVENATING AGENT**

### **A. SCOPE**

This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.

### **B. APPARATUS**

- 1) Container may be either glass, plastic or metal having a capacity of 6,000 ml.
- 2) Graduated cylinder, 1,000 ml, or greater
- 3) Light transmittance measuring apparatus, such as Bausch and Lomb or Lumetron spectrophotometer
- 4) Graduated pipette having 1 ml capacity to 0.01 ml accuracy
- 5) Suction bulb for use with pipette
- 6) Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catalog No. 33-17- 81, (B&L)

### **C. CALIBRATION OF SPECTROPHOTOMETER**

- 1) Calibrate spectrophotometer as follows: (a) Set wavelength at 580 mu, (b) Allow spectrophotometer to warm-up thirty minutes, (c) Zero percent light transmittance (%LT) scale, (d) Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full, (e) Place tube in spectrophotometer and set %LT scale at 100, and (f) repeat steps (c) and (e) two times or until no further adjustments are necessary.

### **D. PROCEDURE**

- 1) Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
- 2) Place 2,000 ml tap water in container.
- 3) Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
- 4) Using suction bulb, blow emulsion into container.
- 5) Rinse pipette by sucking in diluted emulsion solution and blowing out.
- 6) Clean pipette with soap or solvent and water. Rinse with acetone.
- 7) Stir diluted emulsion thoroughly.
- 8) Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
- 9) Calibrate spectrophotometer.
- 10) Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
- 11) Repeat steps 9 and 10 until three identical consecutive readings are achieved.
- 12) The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

### **III. Material Performance:**

The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface and performing as follows. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been affected shall be by analysis of the chemical properties of said asphalt binder i.e. viscosity shall be reduced by petroleum maltene fraction replacement method to the following extent. For pavements receiving the first or original application of rejuvenating agent the viscosity shall be reduced by a minimum of thirty-five, (35%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. For retreated pavements after an initial treatment with the asphalt rejuvenator the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent (20%) as determined by dynamic shear rheometer (DSR) method for testing in accord with AASHTO T315-05. In addition, the phase angle shall be increased. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper three eights inch (3/8") of pavement. In addition, the treated areas shall be sealed in-depth to the intrusion of air and water.

The rejuvenating agent shall have a record of at least five years of satisfactory service as a petroleum maltene based emulsion asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder by petroleum maltene fraction replacement method, increase the phase angle and provide an in-depth seal.

### **IV. Applicator Experience:**

The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt-rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

### **V. PRODUCT STANDARDS AND ALTERNATES:**

The product "Reclamite"® for the asphalt rejuvenating agent, a Tricor Refiners LLC product manufactured by D & D Emulsions, Inc. Mansfield, Ohio is the standard for these specifications and the prices quoted on the Bid Sheet Base Bid shall be for this standard.

Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits same with his bid.

- (a) List the proposed alternate on the BID SHEET form giving the product name and price.
- (b) Furnish complete specifications and descriptive literature for the alternate. Such descriptive

and detailed information shall be complete and at least equal in detail to the agency's requirements for the standard item for which the alternate is offered.

(c) Submit a current Safety Data Sheet for the alternate materials.

(d) Furnish all required test data and use documentation as heretofore required.

Should the ALTERNATE offered be found unacceptable by the agency based on the data submitted with the bid and no bid is entered on the BID SHEET for the Standard, then said bid will be considered non-responsive.

#### **VI. APPLICATION TEMPERATURE/WEATHER LIMITATIONS:**

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt-rejuvenating agent shall not be applied when the ambient temperature is below 40° F.

#### **VII. HANDLING OF ASPHALT REJUVENATING AGENT:**

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

#### **VIII. RESIDENT NOTIFICATION:**

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type that secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

#### **IX. APPLYING EQUIPMENT:**

The distributor for spreading the emulsion shall be self-propelled and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.04 to 0.08 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. The distributor shall have a computerized system, acceptable to the Engineer that controls the rate of product application.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for applying rock dust, or other aggregate when required and approved by the Engineer, shall be equipped with a spreader that allows the rock dust to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of rock dust or other aggregate per square yard in a single pass. The spreader shall be adjustable so as not to broadcast the rock dust or other aggregate onto driveways or tree lawns.

The rock dust or other aggregate to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet rock dust shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

## **X. APPLICATION OF REJUVENATING AGENT:**

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint area of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer for jobsite conditions. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.04 to 0.08 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the rejuvenating emulsion has penetrate and when surface conditions require a light coating of dry rock dust, or other aggregate approved by the Engineer, shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer. The rock dust or other approved aggregate shall be swept and removed from the streets and properly disposed of at the Contractor's expense within 24 hours of application.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

## **XI. STREET SWEEPING:**

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer, the hand cleaning is not sufficient than a self-propelled street sweeper shall be used.

All rock dust or other approved material used during the treatment must be removed no later than 24 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, in the opinion of the Engineer, additional rock dust is required said material shall be applied by the contractor. Said rock dust shall be swept up no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of rock dust.

## **XII. TRAFFIC CONTROL:**

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

The Contractor shall be responsible for all traffic control and signing required to permit safe travel.

The contractor shall notify the police and fire departments as to the streets that are to be treated each day.

If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

### **XIII. METHOD OF MEASUREMENT:**

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents.

### **XIV. BASIS FOR PAYMENT:**

The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent.

Asphalt rejuvenating agent shall be paid for PER SQUARE YARD, which shall be full compensation for furnishing all materials; equipment, labor and incidentals to complete the work as specified and required.

# Tab 4

# VENETIAN

---

## LANDSCAPE INSPECTION REPORT



February 17<sup>th</sup>, 2023  
Rizzetta & Company  
John R. Toborg – Division Manager  
John Fowler – Landscape Specialist



Rizzetta & Company  
Professionals in Community Management

# Summary, Medici Berm, Laurel Rd.

## General Updates, Recent & Upcoming Maintenance Events

- ❑ It appears that there are major irrigation issues throughout the district.
- ❑ Rejuvenation Cutbacks for Flowering Ornamentals should be started. Is there a timeline for this?

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. Palms that have dead fronds hanging need to be pruned along Medici Berm. (Pic. 1)



6. Remove a dead broken Oak branch on the West ROW of Ciltadella Dr. located between Laurel Rd. and the entrance gate.

7. Clean up the Crinum Lily on the West ROW of Ciltadella Dr. just South of the entrance gate. (Pic. 7)



2. There are several stumps on the Medici Berm that need to be grounded or removed.

3. There are several Oleander along the Medici Berm that are sticks. Are these alive? Need to schedule a rejuvenation cutback for these.

4. Diagnose and treat the Juniper 'Parsoni' on the West ROW of Ciltadella Dr. just North of Laurel Rd.

5. Prune the European Fan Palms that are laying on top of the Juniper 'Parsoni' on the West ROW of Ciltadella Dr. just North of Laurel Rd.

8. Remove dead plants on the North ROW of Laurel Rd. East of Veneto Blvd. to Ciltadella Dr. There are a couple Juniper and Firebush in need of removal.

9. Tip prune the dead out of the healthy Juniper 'Parsoni' on Laurel Rd. East of Veneto Blvd.

10. Set strong bed lines for the beds along Laurel Rd. and treat the weeds.



# Laurel Rd., Veneto Blvd.

11. Treat the weeds growing within the Juniper along Laurel Rd. East of Veneto Blvd.

12. Two Oak trees are leaning still from the hurricane across the street from the fire station. What is the plan for these?

13. Possible irrigation issues on Laurel Rd. ROW West of Veneto Blvd. Please investigate and notify your findings.

14. On the West end of Laurel Rd. ROW there is still a large stump by the monument. What is the status of this? (Pic. 14)



15. There is a dead Washington Palm on Laurel Rd. ROW just West of Veneto Blvd.

16. Dry spots in the St. Augustine on Laurel Rd. ROW just West of Veneto Blvd. (Pic. 16)



17. Treat the broadleaf weeds in the turf on Laurel Rd. ROW.

18. Remove a palm volunteer growing within the Ornamental Grasses on Laurel Rd. ROW just West of Veneto Blvd.

19. Leaning Magnolia tree on Laurel Rd. ROW just West of Veneto Blvd. What is the plan for this tree?

20. Remove the sucker growth at the base of the Bougainvillea Standard on the entrance median on Veneto Blvd.

21. Trim the Confederate Jasmine at the entrance medians on Veneto Blvd.

22. The annuals are not performing at the entrance medians on Veneto Blvd. Please provide a proposal for the next rotation. (Pic. 22)



23. Do not prune the sides of the Podocarpus behind the monuments on the entrance and exit side of Veneto Blvd. These are meant to form a single hedge row. This has been an issue in the past.

24. Remove the dead hanging palm frond behind the entrance of Veneto Blvd. monument.

25. Crepes have been pruned and look good.



# Veneto Blvd., Roundabouts for Subdivisions

26. Diagnose and treat the Crinum Lilies in decline right after you enter through the guard gate.

**27. 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.**

28. Remove the large weed growing under the Awabuki hedge on the West ROW of Veneto Blvd. just South of Treviso Ct. (Pic. 28)



**29. Remove the dead off the bottom of the False Agave at the new landscaped roundabouts. This one specifically on Bolanza Ct.**

30. Remove the vines growing on the Ilex Shillings on the Treviso Ct. roundabout.

31. Remove the dead stalks within the Foxtail Ferns in front of the monument on Padova Way and Veneto Blvd. crossroads.

32. Prune the Oak tree blocking and touching a streetlight on the East ROW of Veneto Blvd. just South of Padova Way.

33. Remove the dead stalks on the Foxtail Ferns at the Tiziano monument on Padova Way.

34. Remove sucker growth on the Ligustrums behind the Tiziano monument on Padova.

35. There is a leaning Ligustrum tree at the lift station on Padova Way. What is the plan for this?

36. Remove the palm volunteers growing within the plant material at the lift station on Padova Way. (Pic. 36)



37. Diagnose and treat the Viburnum on the West end of the lift station by the end of the bed.

38. It appears the irrigation is not operational at the Tiziano Way roundabout. Turf and Gold Mound are wilting. Please repair ASAP.

39. It appears the irrigation is not operational at the Mestre Pl. North roundabout. Turf is stressed. Please repair ASAP.

40. Remove the vegetation growing through the guard rail on Padova Way just West of Mestre Pl.

41. Diagnose and treat the Foxtail Ferns at the Palermo monument that are in decline.

42. There is a tagged Oak Tree that is leaning behind the Palermo monument. What is the plan for this?

**43. Remove the dead trees and straighten the Oaks needed at the emergency exit off Padova Way. Has this been proposed?**



# Roundabouts for Subdivisions

44. It appears the irrigation is not operational at the Padova Way roundabout. Turf and Gold Mound are stressed. Please repair ASAP. (Pic. 44)



45. Remove the dead off the bottom of the False Agave at the new landscaped roundabouts. This one specifically on Mestre PI South. (Pic. 45)



46. There is a missing valve box cover lid on the Montelluna Dr. South roundabout. Please replace. (Pic. 46>)
47. Hand pull the large weeds over 2 inches at the roundabout on Mestre Ct.
48. There are dry spots on Veneto Blvd. ROWs. Please investigate the irrigation issues and report your findings.

49. Remove the dead Juniper "Parsoni" at the Rialto monument.
50. Prune the dead and hanging fronds off the Medjool Palm behind the Rialto monument.
51. Remove the vines growing on the Ilex Shillings on the Martellago Dr. South roundabout.
52. Treat the weeds growing within the recently pruned Ornamental Grasses on the West ROW of Martellago Dr. just North of Veneto Blvd.
53. Remove a dead Awabuki on Veneto Blvd. North ROW just West of Martellago Dr.
54. Remove the Vines growing on the Ilex Shilling at the Burano Ct. roundabout. There are also weeds growing under the Ilex Shilling that need to be treated.
55. There is still a large stump at the Otello Wall. Has this been proposed to be grounded or removed?
56. Treat broadleaf weeds growing within the St. Augustine turf at the Burano Ct. roundabout.
57. There is a large dead Oak limb that needs to be remove on the Otello Wall, North of Asti Ct.



# Roundabouts for Subdivisions

58. It appears the irrigation is not operational at the Martellago Dr. North roundabout. Turf is stressed. Please repair ASAP.

59. Remove the vines growing on the Ilex Shillings on the Palazzo Ct. roundabout.

60. Remove the dead Ilex Shillings at the Cipriani Way South roundabout.

61. There is an irrigation box sitting upside down at the Cipriani Way South roundabout. Please have this installed correctly. (Pic. 61)



62. It appears the irrigation is not operational at the Cipriani Ct. roundabout. Turf is stressed. Please repair ASAP.

63. Hand pull the large weeds over 2 inches, some close to 2 feet tall, at the Cipriani Way North roundabout.

64. It appears the irrigation is not operational at the Bellini Ct. roundabout. Turf is stressed. Please repair ASAP.

65. Dry turf on Veneto North ROW between Cipriani Way and the roundabout before the River Club. Please repair the irrigation ASAP.

66. There are a couple tagged leaning Magnolia trees on the North ROW on Veneto Blvd. just East of Cipriani Way. What is the plan?

67. The Bougainvillea at the roundabout before the River Club look good. However, I do not see any growth on the Royal Poinciana Tree yet. How is the health of this tree heading into Spring?

68. Treat the broadleaf weeds growing within the turf on the Torcello Ct. roundabout.

69. Remove a Awabuki growing within the Variegated Arbicola at the Vicenza Way North roundabout. (Pic. 69)



70. Treat the broadleaf weeds growing within the turf at Vicenza Way North roundabout. Also, remove the vines growing on the Ilex Shilling.

71. During this inspection, LMP is onsite pruning fronds on Medjool Palms.

72. Need to schedule a pruning event for the Gold Mound at the Valenza Ct. roundabout.

73. Remove the vines growing on the Ilex Shilling on Terra Bella Ct.

74. Treat the crack weeds on the sidewalk next to the wooden fence along the preserve on Medici Terr.

75. Treat the ant mounds at Medici Terr. roundabout. Also, treat the weeds starting to grow within the bed.



# Pesaro Dr., Avalini Park, River Club

76. Cleanup the debris down on the Medici berm behind the homes on Medici Terr.

77. Need to remove and replace a dead Liriope in front of the Castello Monument at Savona Way.

78. It appears the irrigation is not operational at the Savona Ct. roundabout. Turf is stressed. Please repair ASAP. (Pic. 78)



79. It appears the irrigation is not operational at the Savona Way South roundabout. Turf is stressed. Please repair ASAP.

80. Large weeds growing on Avalini Way roundabout. Please hand pull these. (Pic.80)



81. Schedule a pruning event for the Gold Mound at the roundabout on Avalini Way.

82. Remove the palm volunteers growing within the beds at Avalini Park.

83. There is debris that needs to be picked up at Avalini Park. (Pic. 83)



84. Check the irrigation for all the plantings and turf at the River Club. It appears not much is working correctly. This needs to be repaired ASAP.

85. Remove any dead leaves on the Shell Ginger on the median heading into the River Club.

86. Palm volunteers need to be removed on the path behind the loading dock at the River Club.

87. What is the latest status for replacing the Viburnum that has never preformed at the Southside of the parking lot at the River Club?

88. Prune the Jasmine by the tennis courts.

89. Treat the ant mounds at the large round about before heading into the River Club.

90. Remove the dead stalks out of the Foxtail Ferns at the Cappello monument.



# Tab 5

Venetian Community Development District  
502 Veneto Boulevard North Venice, FL 34275  
Reserve/Finance Committee  
Meeting Minutes January 16, 2023

Attending members; Jerry Jasper - Chair, Ken Smaha - VCDD Liaison, David Moy, Fred Baughman, Mark Middlebrook, Don Regier

Call to Order @ 2 pm from Chair Jerry Jasper. A quorum established as all members present.

Chair Jerry Jasper introduced Ken Smaha as new VCDD Liaison, replacing Rich Bracco. Ken is a former RFC committee member.

There was no public comment for this meeting.

Motion by Mark Middlebrook, second David Moy that Minutes of November 21, 2022 be approved. Carried

Old Business:

A. VCDD Investment Policy and acceptance of Dana agreement:

Ken commented on his approval of proceeding with Dana Investment Advisors:

- i) a more professional look at cash flow and liquidity
- ii) better continuity versus having various Board members managing it.
- iii) a small price to pay for consistency and cash flow.

Jerry noted there was no Investment Policy for cash it only covers Reserve and debt service funds. Dana current projection is for a \$67k return Operating Fund alone.

Committee reviewed Investment Policy document and consensus was it is properly drafted to meet our needs. Fred Baughmann questioned whether there would be a Custodial fee on funds invested. Consensus was if we use Schwab as recommended there would be no Custodial fee.

Committee reviewed the Dana Investment account guidelines. Essential that it be consistent with Florida statutes and our IPS direction and not put principal at risk to maturity.

Investment horizon varies widely from O&M funds to Reserve Account funds. Noted that Board can amend IPS at any time. Mark noted we should let our Investment policy guide our decisions. It was further agreed that our Investment Policy should also be audited.

Jerry to forward RFC committee comments on Dana agreement to Rich & Belinda.

B. Discussion on Reclamite asphalt rejuvenation proposal. Current Reserve Study financials based on this happening. Rick Schappacher is recalculating based on rejuvenating all roads or not rejuvenating so Reserve Study can be amended. Discussion on debate on 'useful life' vs appearance / aesthetics. New 2 yr asphalt on Treviso Crt. Is already faded with numerous fluid spills.

David Moy presented his assessment of current street asphalt conditions and offered to inspect with Rick if opportunity arises.

## New Business:

- A. Review of November financials. Committee discussion regarding financials on a more timely basis and monthly accounting format. Prior months financials should be available from Rizzetta by following month 3rd Monday. Rizzetta monthly accounting format should more closely align to that of Vesta. Jerry to follow up on our requests with Belinda / Rizzetta.

Ken offered to forward Vesta monthly statements to committee members for our review. It was agreed that we should email Ken any questions or comments, which he will compile and forward to Vesta for response.

Discussion on Hurricane Ian expenses. Ken commented hearing of a number of communities that have had special assessments and that they are surprised we have not. Jerry completed review of account funds available for Ian expenses; also noted that community should be receiving FEMA aid, although amount unknown.

- B. Ken commented on the good cooperation received from Vesta. From their Oct / Nov Financials, Restaurant revenue and Margins are ahead of Plan. Concerns that Beverage revenue is below plan. A moratorium has been put on Special Events until plans for acceptable profitability can be assured.
- C. Jerry brought forward the current Investment Summary Sheet and explained how the various capital account \$\$ amounts are held.
- D. Discussion re: Access Invoice for pool security repairs / upgrades and what should be considered an operating expense vs a Reserve Study expense. Items with useful life of 3+ years and minimum cost of \$5k are a Reserve item, but expense should be a Reserve expense if it extends the useful life of the asset. Ken wanted to follow up with Keith on this particular expense item and will advise.

Motion for adjournment at 3:45 pm by David Moy, 2nd Fred Baughman. Carries

Next meeting February 20, 2023 @ 2 pm River Club.

Minutes submitted by Don Regier

**Venetian Community Development District**  
**502 Veneto Boulevard**  
**North Venice, FL 34272**  
**Social & Dining Advisory Committee**  
**November 9,2022**

Attending Members: Linda Cautero, Sarah Quinn, Kathy Thomaston, Diane Bazlamit, Joe Browne, Pat Jones, Livvy Faford. Also present were River Club personnel: Julie Cortina, Angela Cerce, Ellie Weems.

Call to order: Linda Cautero, Chairwoman, called the meeting to order at 10:03 am. Minutes of the October meeting were approved.

**Public Comment:**

Darlene Schimberg commented on her “horrible experience” trying to make reservations for Thanksgiving dinner at the River Club. After an unsuccessful attempt online, Darlene called the River Club and her call was “rudely handled”. After her reservation was confirmed, she received a call indicating that her table would be outside on the patio because all inside tables had been reserved. This was unacceptable to Darlene.

Pat Appolonia added that her experience making reservations was also negative, and the current reservation process is not working.

**Update from Vesta:**

**A. Past Events:**

- Julie apologized for the staff’s mishandling of the Thanksgiving reservations. Solutions were discussed, and it was decided that a third seating at 4:30pm will be added, and residents who are currently confirmed in the second seating, which is overbooked, will be offered a reservation at the later seating, if they prefer.
- Per Joe Browne’s request for regular reporting on River Club dining room numbers, Julie is recommending a specific reporting format to Jeff that will include event, # of attendees, cost and revenue.
- Saturday events: It was recommended that in the future weddings should not be scheduled on both Friday and Saturday nights of the same weekend. Also, Julie is going to try to reserve one Saturday per month for a member event.

**B. Future Events:**

- Linda recommended that the communication for future events be emailed to the community on a regular basis each month, giving ample notice to all residents for planning purposes. It was agreed that the following schedule will begin in December:
  - -on the first of each month, reservations will open for the next month
  - -info on menu, pricing and entertainment will be online 2 months prior to an event

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**November 9,2022**

- Luncheons
  - Dec 7- Toys for Tots luncheon
  - Dec 13- British Invasion, tennis event
  - Jan 19- Mother's House luncheon
  - Feb 9- Valentine's Luncheon
  - Feb 11 – Valentine's Dinner Event
  - March 29- TWIG luncheon and clothing drive
- Possible future events to be scheduled
  - New Resident Happy Hour should be scheduled quarterly starting January 2023
  - Fundraiser for Venice Theater (Joe Browne will contact Mary R. Foster re: ideas)
  - Linda and Livvy compiled flyers and menus from the past and gave them to Julie to generate ideas for possible future events

Next meeting December 14, 2022

Meeting adjourned 12:05pm

Minutes submitted by Pat Jones

**Venetian Community Development District  
502 Veneto Boulevard  
North Venice, Florida 34275  
Social & Dining Advisory Committee  
Meeting Minutes  
December 14, 2022**

**Attending Members:** Linda Cautero, Kathy Thomaston, Diane Bazlamit, Joe Browne, Pat Jones, and Livvy Faford. Also present were River Club personnel: Julie Cortina, Jeff Thomas, Angela Cerce, Ellie Weems, (Regional Life Style Manager) Heather Alexandre and Chef Bryan Mattson. Present also was CDD liaison Rich Bracco for a major portion of the meeting.

**Absent:** Sarah Quinn

**Call to Order:** Linda Cautero, Chairwoman, called the meeting to order at 10:01 am.

**Public Comment:** Darlene Schimberg. Complimented the Club's production of Toys for Tots and for the lunch. Sunday brunch also has been excellent.

Pat Appolonia commented that the explicit CDD rule, which states that outside booked events shouldn't interfere with member's use of the club, needs to be enforced. At heavily attended events, measures should be taken for additional bar facilities; this is especially true when outside events are booked and members are sharing club facilities. The chef's focus on pleasing residents is very well received. Attendees at weddings have a tendency to demonstrate unacceptable behavior.

Minutes for meeting on November 9, 2022 were approved as corrected.

**Old Business**

A. Past Events: The process for posting minutes on the web page was discussed. The process is improving but it's still not acceptable that all minutes are not posted and that the Social and Dining Committee does not have it's own web page for minutes. All minutes must be posted. Julie Cortina has been supervising the process and now that responsibility will be Jeff Thomas's.

B. The on-line reservations process is being scrutinized with the intention of improving it. Members cannot make a reservation by simply clicking on the event. That is a deficiency. There are other defects attempting to use the web for reservations and have been that way for a year or more.

C. Serving the Thanksgiving meal had its challenges. A 3rd seating was added to accommodate more members and that action was very well received. 380 diners were served which is a phenomenal number. The food served was outstanding, even through the last servings. The buffet still appeared appetizing at the end of day. There were many compliments for the work of the staff.

D. The Annual Holiday Dinner on December 9th received many compliments, e.g., the staff was very flexible in ensuring all were served. The flaming donut station for dessert was an outstanding innovation. The appetizers served were also outstanding. There needs to be a 2nd bar when the bookings are numerous. A portable bar may be better employed to facilitate

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December 14, 2022**

the increased patronage. Seating at a table should be a maximum of 8 or 10 in extreme situations. Service was outstanding throughout by all the staff. The cost to members for the meal was \$50 and it was served at a loss. The meal at that level should be \$75. The committee is looking forward to the New Year's Eve meal which is being booked at a greater price. Perhaps that price should be adjusted.

**New Business**

A. Future events: The weekly Thursday community dinner events, are well booked and attended, and will continue. These are the upcoming events:

- Dec 22 Stroll on Venice Beach
- Dec 29 Pub Night
- Jan 5 New Year New You
- Jan 12 Pasta Night
- Jan 19 Greek Fest
- Jan 26 Cheeseburger in Paradise

B. A major dinner event in February is Valentine's Day which is scheduled for the 11th.

C. A special dinner event is planned for the first Saturday of each month. (Dance Party Jan 14th is planned which is 2nd Saturday of the month.) A suggested goal of a regular members' dinner available on all other Saturdays during the month was briefly considered and rejected. (NB. This has been requested by some members in a survey conducted by Jill Pozarek and other members' comments.)

D The increase in members' patronage of bar facilities is noted and may require a rethink of catering additional small meals for bar patrons. Complementary food at the bar is always welcomed by members and should be regularly available.

E. When a private event is scheduled, the calendar should reflect that the dining room or bar is closed.

F. There should be a grand opening for the Tiki bar. The Facilities Committee is working on such an event.

G. A Feb 9th high tea/ladies luncheon is planned.

H. Communication There were resident complaints about the inattention by the staff to the Mother's House luncheon. Events should be advertised every week until the event occurs. Upcoming events should be advertised even if sold out. The committee has little regard for notes in the newsletter regarding the lobster truck. Food trucks and the like are being advertised more than member's events. This is not acceptable.

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- I. The system for on-line dinner reservations and changes thereto must be scrutinized and improved.
- J. The golf cart parade on Christmas Eve will not be supported this year. This event can be organized individually.
- K. The tiki bar should be open on Monday and Tuesday of Christmas week.
- L. A Fundraising for the Venice Theater event was discussed. It was decided that the fundraising and a Venice Theater "Silver Foxes" event in late February may be combined. Bill Saro, who is organizing that event at the club, will be contacted to determine if that is feasible.
- M. New resident happy hour: The Property Owners Association (POA) is the principal organization for welcoming new residents since it maintains lists of new residents. The social committee will support an event for new residents in conjunction with the POA. The POA will be contacted to arrange such an event which the social and dining committee will support..
- N. Advertisement of costs on flyers and emails; It would be best to advertise the cost with a ++ which translates to "taxes and an appropriate gratuity are added to a final cost" as this appears to be a more reasonable cost for members.

**Liaison Report**

- A. Since there were two new supervisors to the board elected recently, a VCDD reorganization was required. Rich Bracco was re-elected as President; and, Ernest Booker was elected as Vice President. Committee assignments: New supervisor Cheryl Terrana – Social & Dining and Landscape. New supervisor Jill Pozarek - VCDD District Newspaper and Facilities. Ken Smaha - Financial (Reserve Study). Rich Bracco will continue as liaison to Vesta and Heritage Golf Club.
- B. The community is filing with FEMA for compensation caused by hurricane Ian damages. Rizzetta has been working closely with a FEMA representative and there will be a follow-up site visit by FEMA. Invoices provided to FEMA must be detailed as required. We expect 75% compensation from FEMA; the community must absorb 25% of the costs. It will be some time before accurate costs are known. LMP has been very helpful in accounting for damages.
- C. It was noted that a monthly and cumulative usage report of the dining amenity, which is required by the Strategic Direction 2022-24 (see paragraph 4b(1)), was not provided by Vesta. Such a report is intended to help monitor the progress of the River Club experience. According to Jeff Thomas, a financial report was provided to the CDD board at the December 12th meeting concerning River Club dining room revenue and expenses. This

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report will be sent to the committee in order to include the essence of that information in the minutes. A portion of its executive summary for October 2022 provided by Vesta follows.

*“Total Revenue was reported at \$205,380, a \$5,358 improvement against budget, and a \$2,545 improvement over October 2021.*

*October Revenue highlights included a (\$444) budget variance in Food and Beverage Revenues, and a (\$3,691) variance Y-O-Y. General and Administrative Revenues reported an (\$1,805) budget variance in October, and a \$7,719 improvement Y-O-Y. Food Revenues were reported a \$9,758 improvement against budget, and a \$2,861 improvement Y-O-Y.*

*Total Operating Expenses were reported a \$15,872 improvement against budget, and a \$27,952 Y-O-Y improvement”*

Meeting adjourned at 11:55 am  
Next meeting is January 11, 2023  
Minutes submitted by Joe Browne

**Venetian Community Development District**  
**502 Veneto Boulevard North Venice, FL 34272**  
**Social & Dining Advisory Committee**  
**Meeting Minutes – January 11, 2023**

**Attending Members:** Linda Cautero, Kathy Thomaston, Pat Jones, Livvy Faford, Diane Bazlamit and Joe Browne. Also present were River Club staff personnel: Julie Cortina, Jeff Thomas, Angela Cerce, Ellie Weems, Chef Bryan Mattson and CDD Liaison Cheryl Terrana.

**Absent:** Sarah Quinn

**Call to Order:** Linda Cautero, Chairman, called the meeting to order at 10:02 am. A quorum was established. Minutes of the December 14, 2022 meeting were approved as corrected. New CDD Liaison Cheryl Terrana was introduced to the committee and River Club staff.

**OLD BUSINESS**

**A. Update from Vesta Management:**

- Past Events
  - Holiday dinner/dance attended by 171 members \$12,000+ revenue. Highly acclaimed.
  - Santa's breakfast, 142 attendees, \$2,000+ revenue
  - New Year's Eve dinner/dance, 60 attendees, \$9,150 revenue. Great reviews, low attendance presumably due to \$150 pp. Discussion on lack of need for hour long complimentary drinks before dinner and early beginning time for event that continues to midnight.
  - Tiki Hut soft opening January 6, approximately 250 attendees \$1,000 food revenue, \$2,400 beverage revenue. Well received.
- Planned Future Events
  - Community themed dinners: January., 12<sup>th</sup> Italian, 19<sup>th</sup> Greek, 26<sup>th</sup> Cheeseburger in Paradise. February: 2nd Italian Night, 9<sup>th</sup> Flamingo Luau, 16<sup>th</sup> Prime Rib Night, 23<sup>rd</sup> Mardi Gras.
  - Additional upcoming functions, Chef Bryan seafood cooking class-January 25th and Dance the Night Away-January 14th. High Tea-February 9th Valentine Dinner/Dance-February 11th ,Trivia Night – February 24th and Happy Hour All Nighter -February 27 until 9pm.
  - Discussion for high end Casino Night buffet, Saturday Night dinners, Around the World Food Station evening, Wine Dinners and or Tastings, some events less plated, less formal functions.
  - Tiki Hut grand opening hopefully within the month, with suggestion to move the entertainment under the Portico to allow for more deck space.
  - Suggestion for Jazz & Symphony in the future as entertainment. Piano, Harp and Cello slated for the Easter brunch.

**B.** Timely Flyers/Sign Up Flyers should be Emailed timely to residents for them to sign up for upcoming events, in addition to the mention of these events in the newsletter. Also, request for signage/chalkboard by Tiki Hut with daily specials as well as dates and times that Tiki Hut is operational.

**C. Emails from Residents**

- Bob Ruffatto suggested Saturday evening dinners due to newer demographic of working residents, not necessarily themed each Saturday.

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Meeting Minutes – January 11, 2023**

- Nancy Vincent was concerned with Trivia Night December 29 menu, service and playing Trivia at same time as food is being served.
- D. Venice Theater Fundraiser for March 9 has been cancelled.
- E. Outside Events-Per the CDD Board, moratorium on new outside banquets prior to 4/1/23. Members OK to book. Jeff Thomas currently reviewing banquet menus and pricing. Julie stated that Vesta has a fiduciary responsibility to the CDD to price outside events profitably.

**New Business/**

**Open Items**

- A. Social/Dining Questions for Survey-sent to committees for their input. Social Dining Committee members to submit suggestions to Jeff Thomas prior to next meeting. Survey to be compiled by Marketing Department of Vesta. Different format and content from prior survey.
- B. Joe Browne, Livvy Faford and Sarah Quinn have 2 year committee terms which are ending. Cheryl to check with Belinda regarding status for upcoming term as well as other applicants for the committee. Total of 7 social dining committee members at the present time.

Meeting adjourned at 11:32  
Next meeting: February 8, 2023

Minutes submitted by Kathy Thomaston