



Rizzetta & Company

# **Venetian Community Development District**

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**Board of Supervisors' Meeting  
August 11, 2025**

**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>	Jill Pozarek	Chairman
	Cheryl Harmon Terrana	Vice Chairman
	Ken Smaha	Assistant Secretary
	Cyndi Sniezek	Assistant Secretary
	Rich Goodman	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)

August 6, 2025

## 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, August 11, 2025, at 9:30 a.m.** at the Venetian River Club located at 502 Veneto Boulevard, North Venice, Florida 34275. The following is the revised agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **STAFF REPORTS**
  - A. Landscaping Inspection Services
  - B. District Engineer
  - C. District Counsel
  - D. River Club
  - E. Field Manager
  - F. District Manager
    1. Presentation of July 2025 Website Audit Report..... Tab 1
6. **BUSINESS ITEMS**
  - A. Consideration of Proposals for Aquatic, Preserve, and Aerator Maintenance..... Tab 2
    1. Premier Lakes
  - B. Discussion and Adoption of Revised River Club Rules & Regulations - Pool Gate Hours..... Tab 3
  - C. Discussion and Review of Pool Equipment Estimate..... Tab 4
  - D. Discussion Regarding Amenities Management Transition to Hampton Golf
  - E. Discussion and Review Regarding 2025 Strategic Plan
  - F. Discussion Regarding Painting of the Monument Signs
  - G. Discussion and Review Regarding Credit Card Usage
  - H. Discussion Regarding New HVAC vendor ..... Tab 5
  - I. Discussions of Cleaning and/or Sealing of Pool and/or Driveway Pavers
7. **BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Meeting Held on July 14, 2025 and July 28, 2025..... Tab 6
8. **CONSENT ITEMS**
9. **ADVISORY COMMITTEE LIAISON REPORTS**
10. **SUPERVISOR REQUESTS AND COMMENTS**

## 11. 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



# Quarterly Compliance Audit Report

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## Venetian

**Date:** July 2025 - 2nd Quarter

**Prepared for:** Matthew Huber

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Susan Morgan - *SchoolStatus Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.





## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

Passed	Description
Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements

Result: **PASSED**

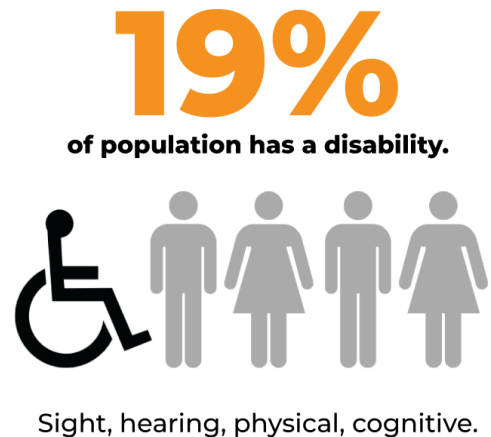
## Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>



## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitetools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>



## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

**Helpful articles:** <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

**Helpful article:** <http://webaim.org/techniques/captions>



## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

**Helpful article:** <http://webaim.org/techniques/forms>



## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## **Feedback for users**

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## **Other related requirements**

### ***No flashing***

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### ***Timers***

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### ***Fly-out menus***

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### ***No pop-ups***

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.



# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

# Tab 2



## **Annual Management Program Agreement**

**Customer Name:** Venetian CDD

**Property Contact:** Belinda Blandon

**Agreement Effective Date:** August 1st 2025 - July 31st 2026

**Program Description:** Annual Wetland/Preserve maintenance

**Premier Lakes Consultant:** Bill Kurth

**Consultant Phone Number:** 239-707-4899

This Agreement, dated **July 2nd, 2025**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Venetian CDD**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.
2. **Service Area:** The "Service Area" is described as **41 Wetlands/Preserves designated on the district map, totalling 181.41 acres**
3. **Contract Services:** Premier Lakes will perform 36 crew treatment days per year, 9 days per quarter, of the Service Area and provide the following services as necessary.
  - **Wetland and Upland Management:** Services include the application of herbicides to control unwanted vegetation. Treatment of all FISC Category 1 & 2 species and native nuisance species. All target species will be killed in place. Due care will be taken to preserve understory native growth. Hand pulling and cutting of material will be performed where appropriate. Initial clean-ups, removals, or disposal will be performed at an additional charge.

Given the current state of the preserves and abundance of large mature exotic/nuisance species, Premier Lakes does not guarantee complete coverage of the areas or compliance with any regulatory agencies in a specified number of visits. The budget of days will be used to gradually reduce the coverage of nuisance and exotic species and enhance the long-term aesthetics of the preserve areas.



4. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a four (4%) increase in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.
5. **Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal **monthly** installments of **\$ 4,400.00** per **month**, commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
6. **Forms of Payment:** Premier Lakes accepts payment by check, ACH, debit, and credit card.
7. **Credit & Debit Card Fees:** Premier Lakes will charge customers a 3% processing fee for invoices paid by Credit or Debit card.
8. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.
9. **Force Majeure:** Premier Lakes 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.
10. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.
11. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.
12. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall

include, but not be limited to, the right to damages and injunctive relief under Florida law.

13. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
14. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.
15. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
16. **E-Verify:** Premier Lakes 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.
17. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.

**Annual Agreement Amount:** \$52,800.00

**Monthly Agreement Amount:** \$ 4,400.00

**Invoicing Frequency:** Monthly

**Accepted and Approved:**

**Venetian Community Development District**

**Signature:**

**Printed Name:**

**Title:**

**Date:**

**Customer Address for Notice Purposes:**

**Premier Lakes, Inc.**

**Signature:**

**Name:** Bill Kurth

**Title:** Vice President

**Date:** July 2, 2025

**Please Remit All Payments & Contracts to:** 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33544.

# Tab 3



## **The River Club at the Venetian Golf and River Club**

### **RULES AND REGULATIONS**

**Purpose:** The Venetian Community Development District (VCDD), as River Club Owner herein establishes the following Rules and Regulations to:

- Help ensure the quality of membership in the River Club, and
- Promote the enjoyment and safety for all users of the River Club Facilities.

The VCDD may modify these Rules and Regulations from time to time, subject to the procedures for rule making for government entities as required by Florida Statutes.

#### **Definitions:**

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Amended and Restated River Club Declaration, as such Declaration may be amended.

1. "River Club" means the River Club Property together with the River Club Facilities and the services provided.
2. "River Club Owner" means the owner of the River Club Property, currently the Venetian Community Development District, which was established in 2002 pursuant to Florida Statute Chapter 190 and is governed by a five-member Board of Supervisors elected by registered voters within the District.
3. "River Club Property" means the real property designated in a parcel of land lying and being in Section 26, Township 38 South, Range 19 East, Sarasota County, Florida upon which the River Club Facilities shall exist. Unless specifically provided otherwise or the context requires the meaning of River Club Property to mean only the unimproved land, the River Club Property shall be deemed to include all River Club Facilities constructed thereon which constitute the River Club.
4. "River Club Facilities" means the facilities, improvements, and personal property comprising the River Club. The River Club Facilities consist of certain recreational amenities plus related facilities such as parking and operational support, together with such other buildings, amenities, facilities, furnishings, fixtures, equipment, and personal property as the River Club Owner determines in its sole discretion to include for use by River Club users from time to time. The River Club Facilities are subject to change at any time.



5. "River Club Manager" means the entity that the River Club Owner appoints and employs as its exclusive agent to direct, supervise, and control the operations and maintenance of the River Club Property and Facilities.
6. "Resident Member" means (a) the owner of a Home in the residential property subjected to the River Club Covenants, (b) the spouse of the Owner, and (c) any familial members of the Owner and/or spouse/domestic partner residing in the Home. If the Owner is unmarried, the Owner may designate one other person who is residing with such Owner in the Home (plus any familial members of the designated person who are residing the Home) as Resident Member. In the event a Home contains more than four (4) Resident Members, the Owner of such Home shall be charged a Special Use Charge, based upon a formula to be determined from time to time by the River Club Owner in its sole discretion, in addition to the taxes and assessments, for the addition one (1) or two (2) Resident Members. There shall be a maximum of six (6) Resident Members per Home in the Home. Special Use Charges shall be payable at such time as determined by the River Club Owner.
7. "Non-Resident Members" means those entities/individuals who do not own property within the Venetian Golf and River Club and are not Household or Day Guests or renters / lessees but wish to use the River Club facilities and related amenities for a fee. Non-Resident Members will include (a) the entity/individual, (b) the spouse of the individual, and (c) all unmarried children twenty-two (22) years of age or younger of either the individual or the individual's spouse, not to exceed four (4) individuals in total. If an individual is unmarried, the individual may designate one other person who is living with such individual in the Home in addition to children of the individual as an additional adult Non- Resident Member. Children of such additional adult Non-Resident Member shall also be deemed Non-Resident Members. No unmarried child or other person shall qualify as a Non-Resident Member unless such person is living with the individual within the Home. Notwithstanding the foregoing, in no event shall a Home have more than six (6) Non-Resident Members, but only four (4) Non-Resident Members shall be permitted pursuant to payment of the Non-Resident Membership Fee (meaning that additional fees would be required to be paid for the additional two (2) Non- Resident Members).

**General Rules:**

1. The River Club Owner will establish and have published hours of operation of the River Club Facilities, including those times when the River Club Facilities are closed for scheduled maintenance and repairs. The River Club Manager will maintain a "Calendar of Events" that will show the hours of operations, scheduled activities of the various amenities, and closings for special events. Resident and Non-Resident Members may be granted access to the River Club Facilities for use of certain amenities outside of normal hours of operation

upon request to the River Club Manager.

2. Use of all tobacco products of any type, including but not limited to smokeless tobacco, e-cigarettes, or similar devices, is not permitted at the River Club except in designated areas.
3. Pets of any kind, with the exception of service animals or other legally authorized pets, are not permitted in the River Club Facilities. Where dogs are permitted on the River Club Property, they must be kept on a leash at all times. (Nature walk is not part of River Club Property)
4. Unauthorized individuals are not allowed in any service areas within the River Club Facilities or the River Club Property.
5. Except as permitted by the River Club Owner, no commercial advertisements shall be posted or circulated on the River Club Property, or in the River Club Facilities, nor shall solicitations of any kind be made at the River Club. Further, no petition shall be originated, solicited, circulated, or posted on the River Club Property or River Club Facilities, without the specific approval of the River Club Owner.
6. All River Club Manager personnel are under the supervision of the River Club Manager and no person using the River Club Facilities shall reprimand or attempt to discipline any such personnel for any reason, nor should any person using the River Club Facilities verbally or otherwise abuse any such personnel. Any River Club Manager personnel not rendering reasonably prompt and courteous service may be reported to the River Club Manager.
7. River Club Manager personnel are not permitted to provide services, other than those normally provided as part of their official duties, to any River Club Members, renters / lessees, guests, or others permitted to use the River Club while on River Club Property without the expressed written consent of the River Club Manager.
8. All complaints or suggestions for improvement concerning the operations and maintenance of the River Club that are not addressed in a reasonable timeframe by the River Club Manager or other feedback on River Club matters are to be directed to the River Club Owner. Such complaints or suggestions must be made in writing or e-mail by the person making it. All complaints and suggestions will be answered in writing or e-mail by the River Club Owner.
9. The River Club Manager shall have full authority to enforce these Rules and Regulations, including taking disciplinary actions against violators in accordance with the ***River Club Declaration for the Venetian Golf and River Club*** (River Club Declarations), subject to appeal to the River Club Owner.

**Member Identification and Member Accounts:**

1. A Member identification access card (or other mechanism) shall be established for every Resident Member and Non-Resident Member of the River Club. The procedure to obtain a Member identification access card is administered by the River Club Owner or designee. Obtaining an access card will require proof of residency at the Venetian address for each applicant or compliance with procedures as may be promulgated by the River Club Owner. The Member identification access card will include a River Club account number that will be used to track fees and charges made to the Member's account. This Member identification access card must be presented upon request and is non-transferable. The Member identification access card may not be used by any person other than the person to whom it is issued. The Member's user identification access card should be carried when a Member uses the River Club Facilities.
2. All food, beverage, merchandise, and services of the River Club charged to a River Club account shall be billed monthly by the 5<sup>th</sup> of each month and each account shall be due and payable by one of the payment options below on the 15<sup>th</sup> of each month. River Club accounts shall be considered delinquent if not paid within thirty (30) days after the date of the monthly statement. Member payment options are as follows:

**ACH withdraw** – To enroll in this system you must come into the administrative office and fill out an ACH authorization form. Once enrolled, you will receive your Club statements by email and will have until the 14<sup>th</sup> of each month to review your bill. If the River Club Manager does not hear from you regarding your statement, your payment will automatically be withdrawn from the financial institution you have directed us to withdraw your payment from.

**Check or online bank payment** – With the ACH payment option, you will have until the 14<sup>th</sup> of each month to review your statement. If the River Club Manager does not hear from you regarding your bill, your payment will be due and payable.

All banking information collected by the River Club Manager is encrypted and securely stored in the database using industry-standard encryption protocols to protect member privacy and financial data.

The River Club Manager does not accept cash as a form of payment but will accept a credit card at the time of service.

3. Delinquent accounts will be subject to a one-time late fee and shall accrue interest monthly at the lesser of eighteen percent (18%) per year or the maximum rate permitted by applicable usury law, from the date of the statement until paid in full. The River Club Owner shall also be entitled to perfect such unpaid balances and foreclose the lien therefore for Resident Members as described in the River Club Declarations.

4. In the event a Member's account remains unpaid for a period of sixty (60) days after the date of the monthly statement or the Member is repeatedly delinquent in payment, the River Club Owner and/or River Club Manager may limit the charge amount of a Member, or suspend the Member's charge and / or user privileges in total.
5. For delinquent accounts, the River Club Owner may, at its option, take whatever action it deems necessary to effect collection. If the River Club Owner commences any legal action to collect any amount owed by a Member, or to enforce any other liability of the Member to the River Club Owner, and if judgment is obtained by the River Club Owner, the Member shall also be liable for all costs and expenses of the legal action and reasonable attorneys' fees, including fees required in connection with appellate and / or bankruptcy proceedings.
6. The River Club Owner may for any or no reason require any and all Members to post a security deposit, in the amount determined by the River Club Owner, to cover Members' River Club Charges.
7. The River Club Manager may require Members to present their Member identification access card at the point of sale for all transactions. Members are entitled to sale receipts at the point of sale; and all sales receipts are available to be viewed online when logged into your member account.
8. The River Club Manager must be notified immediately of a lost or stolen Member identification access card, and upon receipt of such notification, the Member's access card will be deactivated, and a new card will be issued. The Member shall be responsible for all charges placed on the account until notification of user identification loss has been received by the River Club Manager. A replacement fee may be charged for lost or stolen Member identification cards.
9. Each River Club Member shall be responsible for providing the River Club Manager with their email address, and any changes thereto, to which the Member wishes all notices, invoices, and monthly statement sent. Be advised that such email addresses may be public records subject to inspection.

**Rental (Lessee) Privileges:**

1. Resident Members may designate a renter of their Home at the Venetian Golf and River Club as a "substitute" Resident Member of the River Club upon application and approval by the River Club Owner and payment of a renter designation fee established, from time to time, by the River Club Owner. Upon approval of such application, the original Resident Member will no longer have Member privileges at the River Club for their specific property being rented until such time as the rental agreement is terminated, and then the Resident Member's privileges will be restored.

Approved renters will be issued a temporary Member identification access card, and corresponding temporary account number. Renters may pay for River Club dining or other charges either by signing up for ACH withdrawal, paying the amount due by check, or paying by credit card at the time of service. The Club does not accept cash as a form of payment. Any River Club charges made by a renter which are determined by River Club Management to be overdue will be the responsibility of the lessor.

2. Resident Members are required to provide the River Club Manager with a copy of their rental agreement signed by both the Resident Member and the renter and noted "approved" by the Venetian Golf & River Club Property Owners Association, Inc., or their designated representative prior to the issuance of temporary Member identification access card. Should any changes be made to the rental agreement, the River Club Manager must be notified immediately. A renter's River Club use privileges will terminate as of the expiration of the rental agreement.

**Guests:**

1. River Club Members may obtain guest privileges from time to time at the sole discretion of the River Club Owner or its designee. Guests shall either be Household Guests, defined as those family members or others who are temporarily residing in the Member's Home, or Day Guests, defined as those persons invited by a Member to use the River Club Facilities on any given day. Members are required to register their guests with the River Club Manager and obtain a guest access card. Guests will not be issued an account number and will have no account charging privileges. Any expenses for food, beverages, merchandise, and services incurred by the guest will be the responsibility of the Member and will be charged to the Member's account unless paid for by credit card at time of service. A replacement fee may be charged for lost or stolen Guest user access card.
2. The River Club Owner will establish from time to time a schedule of guest fees for the various River Club Facilities. Members are responsible for payment of guest fees upon registration of the guests. Members are also responsible for the conduct of any guest.
3. Guest privileges may be limited by the River Club Owner or its designee, from time to time, at their sole and absolute discretion. Notice of such limitation will be given by the River Club Owner or its designee.
4. The Resident Members must register and indicate the length of stay of all Household Guests. Household Guests are permitted to use the River Club Facilities unaccompanied by the Resident Member after they have been issued a Household Guest user access card. The maximum length of River Club usage by a Household Guest is twenty-one (21) consecutive days per year, and no more than forty-two (42) days in any twelve (12) month period. Members do not have to waive their Member privileges for the period of time Household Guests are in residence. The foregoing provision is subject to the

River Club Owner or designee discretion.

5. All Members may have dining guests accompany them, defined as those individuals using the River Club bar and dining area, without registration or issuance of a member identification access card, and without a guest fee.

**Children:**

1. For safety and liability reasons, all children under fifteen (15) years of age are only permitted on the River Club Property or in the River Club Facilities if accompanied and supervised by an adult at least eighteen (18) years of age, except when participating in an organized program or activity sponsored and separately supervised, and with the permission of the River Club Owner or its designee for the program. Children under twelve (12) years of age are prohibited in the pool spa without adult supervision.

**Services and Activities**

1. The River Club Owner provides a variety of social, cultural, and recreational events at the River Club Facilities. Activities will be publicized by the River Club Manager from time to time.
2. Reservations are required for most activities and are taken on a first-come, first-served basis by pre-registering with the River Club Manager. The River Club Owner reserves the right to provide priority reservation access to River Club Members or any other category of user at its sole and absolute discretion.
3. Cancellation of reservations after any published deadline for cancellation or failure to cancel a reservation may result in the Member being charged a cancellation fee, as determined by the River Club Owner from time to time. The River Club Owner and/or River Club Manager reserves the right to cancel any event at its sole and absolute discretion.
4. The River Club Owner wishes to encourage the use of the River Club Facilities for private parties and functions, on any day or evening, provided, at the River Club Manager's discretion, such use does not interfere with the normal operation of the River Club Facilities, or with the services regularly available. Members and other parties wishing to use the River Club for private parties and functions are requested to make inquiries with River Club Manager for available dates and arrangements.
5. Private parties and functions are not permitted on the River Club Facilities unless prior approval is obtained from River Club Manager. A non-refundable security deposit may be required for any party or function. The individual sponsoring the private party shall be responsible for any damage caused by the installation or removal of décor or any other items specifically part of the party or function and shall be responsible for the removal for all such décor or item.

### **Loss or Destruction of Property or Instances of Personal Injury**

1. All users (Members, renters, guests and others), as a condition of use of the River Club Facilities assume sole responsibility for their personal property. The River Club Owner shall not be responsible for any loss or damage to any personal property used at the River Club Facilities, whether in lockers or elsewhere. All personal property left in the River Club Facilities or on River Club Property may be otherwise disposed of, and the proceeds, if any, shall belong to the River Club Owner.
2. No user shall remove from the room in which it is placed, or from the River Club Facilities, any property or furniture belonging to the River Club Owner without proper authorization.
3. Each user who in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the user, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the River Club Owner, either on or off the River Club Facilities, shall do so at their own risk, and shall release and hold the River Club Owner and its directors, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by such person, resulting there from and/or from any act or omission of any director, officer, employee, representative or agent of the River Club Owner.
4. Any party bound by these Rules and Regulations bringing suit against the River Club Owner, its directors, officers, employees, representatives or agents in connection with any event operated, organized, arranged or sponsored by the River Club Owner failing to obtain judgment thereof, shall reimburse the River Club Owner, its directors, officers, employees, representatives and agents for all costs and expenses incurred by them in the defense of the suit (including court costs and attorneys' fees incident to appeals) and in establishing entitlement to and amounts of attorney fees and costs claimed due.

### **Dining Rules**

1. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the River Club Facilities during hours or at locations prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of Florida or sold for off-premises consumption. All alcoholic beverages consumed or otherwise possessed at the River Club Facilities must be sold by and served pursuant to the liquor license of the River Club.
2. River Club Manager personnel are not permitted to deliver food or liquor outside areas designated by the River Club Owner.

3. All food and beverage consumed on the River Club Facilities shall be furnished by or at the direction of the River Club Owner and/or River Club Manager unless otherwise specified in these Rules and Regulations.
4. No performance by entertainers will be permitted at the River Club Facilities without the permission of the River Club Manager.
5. River Club Attire:

All persons dining at the River Club are to dress in appropriate attire and should always present a clean, neat appearance. We ask that you read and adhere to the following dress codes. No frayed, torn, excessively worn, ripped or cut-off clothing will be allowed at any time in the River Club. Members, renters, or their guests who are improperly dressed will be asked to change or leave by the River Club management. All Dress Codes are subject to River Club management discretion.

<u>Lunch Dress Code</u>	<u>Brunch &amp; Dinner Dress Code</u>
No Swimwear, robes and cover-ups	No Swimwear, robes or cover-ups
	No Workout Attire
	No Undershirts
	No Graphic T-Shirts

6. A gratuity, as determined, from time to time, by the River Club Manager will be added to all food and beverage sales.

### **Tennis Rules**

1. All tennis courts must be reserved in advance of play. Reservations may be made by accessing the Tennis Court Reservation Page on the Venetian River Club website ([Venetianriverclub.com](http://Venetianriverclub.com), and clicking on Tennis, then Reserve Court) or by contacting the Racquets Pro Shop.

The names of all players, including Members, renters, and guests must be provided when reserving a court time. A player may be substituted up to the day of the reservation.

Open courts not reserved are available on a first come first served basis. In such cases, player names must be entered into the tennis reservation page either directly by the players or by contacting the Racquets Pro Shop.

2. Prime Time Hours Defined - In-Season (October 1 to April 30), Prime Time tennis hours shall be 8:00AM to 9:30AM; 9:30AM to 11:00AM; and 11:00AM to 12:30PM. Off season (May 1 to September 30) Prime Time tennis hours shall be 8:00AM to 9:30AM; 9:30AM to 11:00AM.
3. At the end of the reserved period, players must promptly relinquish their court to the next reserving players.



4. Proper tennis attire, including appropriate tennis shoes and shirts, must be worn at all times. No open toe shoes, sandals, golf shoes, or swimsuits are permitted.
5. Proper tennis etiquette should be observed at all times. Excessive noise and profanity, racquet throwing, or crossing another player's court will not be permitted at any time. No food or beverages other than water or energy foods and beverages are permitted on the tennis courts.

The Tennis Facility is a non smoking and non vaping area.

6. Use of the ball machine is restricted to non prime time hours. The ball machine may be reserved the day prior to play on the Tennis Reservation Page or by contacting the tennis staff.

However, if at 7:30 AM on the same date that an individual seeks to use the ball machine, there is an available court during prime time hours that has not been reserved, the individual may reserve the ball machine during that available prime time session by contacting the tennis staff.

7. Use of the tennis courts and facilities shall, at all times, be subject to the control of the River Club Manager who shall determine the suitability of the tennis courts for play. Courts will be closed when necessary for maintenance operations or when dictated by safety considerations or by reason of adverse weather conditions. The River Club Manager may also restrict courts and facilities during peak periods of play and tournaments.
8. Pets of any kind, with the exception of legally authorized animals, are not permitted in the River Club Tennis Facilities. Where dogs are permitted on the River Club Property, they must be kept on a leash at all times. (Nature walk is not part of River Club Property)
9. The teaching court must be released three (3) days in advance of play time if no lesson or clinic is booked.

The names of all players, including Members, renters, and guests must be provided when reserving a court time for lessons or clinics. A player may be substituted up to the day of the reservation.

10. Players are prohibited from playing in more than one session during Prime Time. Subject to the exceptions below, players may reserve or play on only one (1) court per day during Prime Time (as described in Tennis Rule 2), except that when a player is unable to play, this rule shall not preclude allowing a substitute player who has previously played or will subsequently play during these times. A player who reserves a tennis court during Prime Time may reserve additional tennis courts thereafter in the afternoon or evening of the same day. A player may play in additional Prime Time sessions

if there is at least one (1) vacant court in that additional session that has not been reserved. In such cases, player names must be entered into the tennis reservation page either directly by the players or by contacting the Racquets Pro Shop.

11. \$10 Guest Fee Year Round - A \$10 per day guest fee for using the River Club tennis courts shall be charged all year to non-residents who are not non-resident members, Household Guests, or part of Interclub play or a league as defined in these rules. The \$10 per day fee shall be imposed all year and shall be charged to the account of the resident sponsor.
12. Tennis Guest Monthly Limitation - Tennis Day Guests must be registered for the day they will be a guest at the River Club tennis courts. Any individual tennis Day Guest may not use the River Club tennis courts more than a cumulative total of two (2) times per month between October 1 and April 30 and four (4) times between May 1 and September 30. Tennis Day Guests must be accompanied at all times by the Member while on the tennis courts. The guest limits above shall not be increased when the same guest is hosted by a different resident.
13. Leagues and Interclubs Defined - Only Residents or Non Resident Members may be members of a Venetian River Club league or Interclub team. In order for a tennis program to be considered a "league", there shall be the same number of venues as there are communities or tennis clubs with clay or HarTru tennis courts that are represented by participating players. Each clay or HarTru venue must host an equal number of matches and the Venetian River Club shall not host more than its proportionate share of matches. Tennis programs that do not meet these requirements shall be subject to guest fees and monthly guest limitations.

All league and Interclub teams must be approved by the Venetian River Club racquets director or River Club management annually, no later than two months prior to the start of the season. No new league or Interclub teams may be added unless approved by the racquets Director or River Club management. Submissions of requests to form new teams must be presented to the Racquets Director no later than two months prior to the start of the season.

14. Violations of the tennis rules will result in the following. Such procedures are in addition to any general rules already implemented for violation of the River Club Rules and Regulations. Any revocation of privileges may be appealed to the River Club Owner.
  1. First violation - a verbal warning from River Club Management
  2. Second violation - Suspension of tennis court reservation privileges for two weeks
  3. Third violation - Suspension of all tennis playing privileges for two weeks.

When using the tennis court reservation system, it is prohibited to use any software or other means which confers an advantage in creating the reservation.

Circumvention of the tennis rules may result in further suspension of tennis privileges as determined by River Club Management.

These penalties may be superseded by Venetian River Club Management.

### **Pickleball Rules**

1. Pickleball courts are open from 8:00 AM until 7:30 PM or sunset, whichever comes first. Court use will be on a first come first served basis unless otherwise designated by the Racquets Director for a special program, activity or event. All players must sign a waiver prior to play.
2. Weekday morning Pickleball court use will be scheduled according to playing level. To access the Pickleball schedule on the Venetian River Club website, select the Tennis/Pickleball tab, select Pickleball, then select Pickleball schedule.

Weekdays after 12:00 PM, and on Saturday and Sunday, there will be open play. Open play means that all players, of any skill level, are invited to play on the courts.

3. Player and Court Rotation - the following player rotations must be used depending on how many players are waiting to play.

Two Up/Two Down - This is played when five or fewer players are waiting to play. The paddles of the players waiting to play must be lined up in the paddle holder. Once the game is completed, the players who won stay on the court but are separated. The players who lost go back to the bench.

The next two players will be taken from the bench, and these players will join the new game. If a player has already played for two consecutive games on the court, then the player is required to go back to the bench. The players vacating the court should put their paddles to the right of those waiting to play.

Four Up/Four Down - This is applicable when six or more players are waiting to play. After the game, all four players must leave the court and go back to the bench. The next four players on the bench will create a new game together.

The players waiting for their chance to play must line up their paddles, with paddles going from left to right. As new players arrive, they must put their paddles to the right of the other paddles.

Singles play will only be permitted when there are no other players waiting to rotate in.

In the event play on a court is not a USA Pickleball regulation game, and players are waiting to rotate in, play on that court will be time limited to 30 minutes.

4. Pickleball play at the Venetian River Club is governed by USA Pickleball rules. To access a summary of the USA Pickleball rules on the Venetian River Club website, select the Tennis/Pickleball tab, select Pickleball, then select USA Pickleball Rules Summary. A copy of the complete rule book will be kept by the River Club Manager. To access the complete rule book online, go to [www.usapickleball.org](http://www.usapickleball.org) and select official rules.
5. Equipment:
  - Paddles: use of wooden paddles is prohibited. Only USA Pickleball approved paddles may be used. Players are responsible for confirming that the paddle they are using is listed as a "Pass" on the USA Pickleball approved list. The USA Pickleball approved list can be accessed at <https://equipment.usapickleball.org>.
  - Balls: players are required to use Onyx Pure 2 Outdoor balls.
6. Proper Pickleball attire, including appropriate non-marking pickleball or tennis shoes must be worn at all times. No open toe shoes, sandals, golf shoes, or swimsuits are permitted.
7. Proper Pickleball etiquette should be observed at all times. Excessive noise and profanity, paddle throwing, or crossing another player's court will not be permitted at any time. No food or beverages other than water or energy foods and beverages are permitted on the pickleball courts. Player's bags and belongings should remain outside the playing area.
8. The Pickleball courts are only for Pickleball play. No bicycles, skateboards, inline/roller skates, baseball, softball, hockey or other sports are permitted.
9. The Pickleball Facility is a non smoking and non vaping area.
10. Use of the Pickleball courts and facilities shall, at all times, be subject to the control of River Club Management who shall determine the suitability of the pickleball courts for play. Courts will be closed when necessary for maintenance operations or when dictated by safety considerations or by reason of adverse weather conditions.
11. No guests other than Household Guests will be permitted to use the Pickleball courts. The names of all household guests must be submitted to the Racquets Staff ([venetiantennis@gmail.com](mailto:venetiantennis@gmail.com)) by the resident host prior to play. All household guests must sign a waiver.
12. Residents or Household Guests under 15 years of age must be accompanied by an adult at all times. Parents or a designated responsible adult surrogate

of those under 18 years of age must sign a waiver on their behalf prior to play.

13. Pets of any kind, with the exception of legally authorized animals, are not permitted in the River Club Pickleball Facilities. Where dogs are permitted on the River Club Property, they must be kept on a leash at all times.
14. Violations of the Pickleball Rules will result in the following. Such procedures are in addition to any general rules already implemented for violation of the River Club Rules and Regulations. Any revocation of privileges may be appealed to the River Club Owner.
  1. First violation: a verbal warning from River Club Management.
  2. Second violation: suspension of Pickleball playing privileges for one week.
  3. Third and subsequent violations: suspension of Pickleball playing privileges for two weeks.

These penalties may be superseded by Venetian River Club Management.

#### **Fitness Area Rules**

1. All users must register prior to using the Fitness Center equipment and participating in any fitness activities. All users of the Fitness Center must have a waiver on file with the River Club Manager. Any individual Day Guest may not use the Fitness Center Facilities more than a cumulative total of two (2) times per month between November 1 – April 30, and four (4) times between May 1 – October 31. Day Guests must be accompanied at all times by the Member while on the River Club Property or in the River Club Facilities.
2. Horseplay, profanity, or disruptive conduct are strictly prohibited. No food or beverages other than water or sports drinks are permitted in any exercise areas.
3. After use, all persons are responsible for cleanup of area and wipe-down of equipment.
4. Usage of machines shall be limited to 30 minutes per machine per person if others are waiting.
5. Proper exercise attire, including athletic shoes and shirts, must be worn at all times. No open toe shoes, sandals, golf shoes, or swimsuits are permitted.

6. Fitness instructors not approved by management are not permitted to use the fitness facilities as a place of business for fitness-related activities such as personal training. Fitness instructors hired and approved by the River Club Manager may provide personal training in the fitness center and studio provided that they do not train more than two Members at a time. To not interfere with residents' use and enjoyment of these facilities, personal training sessions may not interfere with scheduled fitness classes, **and no** more than two residents may be trained at any time in either the fitness center or studio. It is the responsibility of the personal trainer and the client, and not the River Club Manager, to coordinate their scheduled sessions to comply with the aforementioned rule.
7. All equipment must be used in a safe manner as intended by the manufacturer.
8. Baby strollers/carriers are not allowed in the fitness area.

### **Pool and Spa Rules**

1. Use of the pool facilities is at the swimmer's own risk. There is no lifeguard on duty.
2. Showers are required prior to entering the pool to remove all suntan oils and lotions.
3. Glass objects, drinking glasses and sharp/breakable objects are not permitted in the pool area.
4. No outside alcoholic beverages are permitted in the pool area at any time.
5. No food or beverages are permitted in the pool or on pool wet deck (4 feet from edge of pool). Florida Health Code does allow commercially bottled water in plastic bottles for pool patron hydration on pool wet deck.
6. All swimmers must wear proper swimming attire.
7. Pool-approved diapers must be worn in the pool by children not toilet-trained.
8. No ball throwing, running, horseplay, diving, or hazardous activity is permitted in the pool area, nor will loud or disruptive behavior be tolerated.
9. Large flotation devices are prohibited in the pool area.
10. Saving of chairs for persons absent from the pool area is not permitted.
11. On-line reservations are suggested for Lap Pool use. Walk-ins may sign in as space allows. Guests may sign up as space allows. Please use lane 3 if walking and doing exercise laps. Lanes 1 and 2 are reserved exclusively for lap swimming unless otherwise approved by the River Club Manager. Hour-

long laps may be limited to specific times and/or months as per the River Club Manager's discretion when overcrowding occurs.

12. Spa usage is limited to 15 minutes maximum.
13. Maximum spa load is 5 persons.
14. Children under 5 should not use spa per River Club Management.
15. Children 6-12 should be with an adult while in spa per River Club Management.
16. Maximum spa temperature is 104 degrees.
17. Night Swimming is prohibited. No swimming from 1/2 hour before sunset until 1/2 hour after sunrise. Pool gates will remain locked with no access to the pools or spa between 9PM and 7:25AM.
18. Do not swallow the pool water.

Violators of Pool/Spa rules may be subject to suspension of privileges as provided herein.

#### **River Club Manager Personnel Use of the River Club**

1. In general, River Club Manager personnel, defined to include River Club staff and independent contractors hired by the River Club Manager, may access and use the River Club Facilities but only in furtherance of their official duties, provided that such access and use shall not unreasonably interfere with the use and enjoyment of the River Club by River Club Members, renters or their guests. River Club Manager's personnel shall not access or use River Club Facilities for their personal use except for fitness instructors hired and approved by the River Club Manager to provide personal training services to Members. River Club Manager personnel shall not allow usage of the River Club by their family members, nor will such personnel be permitted to bring guests to the River Club.
2. River Club Manager's staff, while on duty, may be provided with gratuitous food and non-alcoholic beverages at the discretion of the River Club Manager and will consume such food and beverage in areas designated by the River Club Manager. River Club Manager personnel cannot make personal dining reservations or use the River Club dining facilities for their personal use.
3. River Club Manager's staff may purchase merchandise sold at the River Club for their personal use at cost plus ten (10) percent. This discount will apply only to merchandise that has been available for sale for thirty (30) days; otherwise, full retail price will be charged for such merchandise. River Club Manager personnel must make their purchases using cash or credit card; no River Club account number will be established for such personnel.





### **RIVER CLUB FEE SCHEDULE**

Non-Resident River Club Membership Fee	\$3,450 annually
Additional Resident River Club Membership Fee for more than four (4) Resident Members	\$100 per person annually
Additional Non-Resident River Club Membership fee for more than four (4) Non-Resident Members	\$100 per person annually
Replacement fee for lost River Club Membership access cards	\$15 per occurrence
River Club Renter (Lessee) Designation Fee	\$175 per occurrence
River Club House Guest Access Card	\$10.00 per card (max 2 cards per household) \$15.00 Replacement Fee
River Club Day Guest Fee	\$0
River Club Late Reservation Cancellation Fee	Full price of special event if not cancelled with at least 72 hours' notice. For certain designated events, a non-refundable deposit may be retained.
River Club Non-Refundable Security Deposit Fee	Per Contract
River Club Food and Beverage Gratuity Fee	20% on Daily Food and Beverage 22% on Special Events 24% on Banquets
River Club Tennis Ball Machine Usage Fee	\$0
Locker Rental	Free for Daily Usage, \$5.00 late charge per day, maximum of \$25.00 per week. \$10.00 monthly rental \$100.00 annual rental \$15 replacement fee for lost keys
Tennis Day Guest	\$10
Meeting Room Set Up & Tear Down	Less than 50 attendees - \$25.00 51 to 100 attendees - \$50.00 Greater than 100 attendees - \$100.00

## Tennis Lessons

Lesson Type	Cost
Director -1 Hour Private 1 to 2 people	\$75.00 per hour
Director -1 Hour Private 3 to 4 people	\$85.00 per hour
Assistant Pro – 1 person	\$55.00 per hour
Assistant Pro – 2 people	\$60.00 per hour
Assistant Pro – 3 people	\$65.00 per hour
Assistant Pro – 4 people	\$70.00 per hour
Group Tennis Lessons (Scheduled Classes)	
<p>Group Classes require a minimum number of participants. If minimum number not met, class will be rescheduled in order to fill.</p> <p>Min of 4 participants required \$20 per hour, per person, per class</p> <p>Min of 6 participants required \$15 per hour, per person, per class (Periodic Specialty Classes, ie: Triples Cardio requires 6 min/max participants)</p> <p>Min of 8 participants required \$15 per hour, per person, per class (Periodic Specialty Class Offer, requires min of 8 participants)</p>	
Tennis Camp [Adult]	<p>Min of 4 participants required</p> <p>\$20 per hour x # of camp hours per day, per person</p> <p>(Total based on camp duration package)</p> <p>Drop-In Rate (per participant)</p> <p>\$25 per hour x # of camp hours that day, per person (Based on Drop-Ins)</p>
Tennis CAMP (Specialty)	<p>Min of (tbd) participants</p> <p>\$tba per hour x # of camp hours per day, per person</p> <p>(Total based on camp duration package)</p> <p>Drop-In Rate (per participant)</p> <p>\$tba per hour x # of camp hours that day, per person (Based on Drop-Ins)</p>

## Fitness Classes

Session Type	Cost
All Water Aerobic Classes	-0-
Indoor Fitness Classes (Aerobics Room)	-0-
Indoor Specialty Fitness Classes (limited space)	-0-

\*Individuals may register for a maximum of four (4) indoor fitness classes in a one-week (Monday through Sunday) period between October 1<sup>st</sup> and April 30<sup>th</sup> and no limits for registration in a one-week (Monday through Sunday) period between May 1<sup>st</sup> and September 30<sup>th</sup>.

# Tab 4

ESTIMATE

Signature Blue  
6940 Mauna Loa blvd  
Sarasota, FL 34241

billing@mysignatureblue.com  
+1 (941) 400-4584  
https://mysignatureblue.com



As of 5-16-25  
My notes from walkthrough with David  
of Signature Blue.  
T Carr

Bill to  
Venetian Golf & River Club Community  
Association  
502 Veneto Blvd

Estimate details  
Estimate no.: 1044  
Estimate date: 04/21/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.			These prices are only valid for 30 days only, as the financial climate is constantly changing.			\$0.00
2.		Sales	Replace Hayward C4030 1,5,6,7 and 8 filters (photos included) The existing pool filters are old and are showing significant signs of wear, tear and leaking. internal parts and pieces are missing the filter bodies and clamps are deteriorating, which impacts their performance and efficiency. To ensure optimal water quality, Safety and system functionality, the filters need to be replaced. as the majority of filters are original to the pools build date. (Includes re-plumb with serviceable 2-way valves for longevity)	5	<del>\$2,400.00</del>	<del>\$12,000.00</del>
Items are worn and old. They may leak at any time.						
3.		Sales	hayward HC 400 (lap pool)	1	\$5,665.00	\$5,665.00
4.		Sales	add bypass to heater for summer shut down so that heaters can be emptied and turned off properly.	1	\$500.00	\$500.00
5.		Job notes	replace Sta-rite 400k. During my initial inspection, the heaters for both the amenity pool and the lap pool were non-functional. After replacing the amenity pool heater, the spa heater failed for the same reason— ruptured heat exchangers. This pattern	1	\$0.00	\$0.00

Need before  
Winter

Still Not Done 8-25-25

indicates that all three units have compromised heat exchangers.

While the third heater has not yet failed, given the same make and model, and the poor water quality from the previous contractor, I anticipate similar issues. before or during next winter season.

6.	Sales	Install a T104 timer on the spa gas heater to conserve electricity and gas, as the heater does not need to operate overnight. It can be programmed to turn on hour before the opening time.	1	\$350.00	\$350.00
Immeadiately Save on energy usage			Still Not Done ne 8-05-25		
7.	Sales	Disater waiting to happen, need now.	1	<del>\$150.00</del>	<del>\$150.00</del>
8.	Job notes	I continue to recommend the installation of aluminum insulated panels or shade sails to ensure long-term durability and protect the equipment from exposure and environmental wear.	1	<del>\$0.00</del>	<del>\$0.00</del>
Need now. piping is backwards. Will be done as part of filter replacement in Item#2 as No Charge					
9.	Job notes	#5 filter is plumbed backwards		\$0.00	\$0.00
Total				\$18,665.00	

Accepted date

Accepted by

# Tab 5



# IC MECHANICAL™

## Quarterly Maintenance Agreement

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**Presented To:**



**Project Location:**

502 Veneto Blvd, Nokomis, FL 34275

**Presented By:**

**IC Mechanical, LLC**

13925 Monroes Business Park

Tampa, Florida 33635

P 813.818.4889

F 813.818.0839



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# Scope of Coverage

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**IC MECHANICAL INC. WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) LISTED ON THE INVENTORY OF EQUIPMENT.**

**INSPECTION:** Labor and expenses required to visually INSPECT equipment to determine its operating condition and efficiency. Typical actions include:

- **TESTING** for excessive vibration; motor winding resistance; refrigerant charge; refrigerant oil leaks; safety controls; crankcase heaters; control system(s), etc.
- **INSPECTING** for worn, failed or uncertain parts, mountings; drive couplings; oil level; rotation; electric heating elements; refrigerant leaks, etc.

**PREVENTIVE MAINTENANCE:** Labor, required to clean, align, calibrate, tighten, adjust, and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical actions include:

- **CLEANING** coil surfaces; fan impellers and blades; electrical contacts.
- **ALIGNING** belt drives; drive couplings, etc.
- **CALIBRATING** safety and operational controls; temperature and pressure controls, etc.
- **TIGHTENING** electrical connections; bolts; pipe clamps, refrigerant piping fittings; damper sections, etc.
- **ADJUSTING** belt tension; super heat; set point of controls and limits; compressor unloaders; etc.
- **LUBRICATING** motors; fan and damper bearings; damper linkages; fan vane linkages, etc.
- **ANALYSIS** of compressor oil, etc.

**REPAIR LABOR:** Labor necessary to locate order, expedite and transport, require to REPAIR or REMOVE and REPLACE broken, worn and/or unreliable components and/or parts.

**PARTS AND SUPPLIES:** The cost of COMPONENTS, PARTS and SUPPLIES required to keep the equipment operating properly and efficiently.

**ROUTINE SERVICE CALLS / EMERGENCY SERVICE:** Job labor and travel labor, including overtime, plus travel expenses required for unscheduled work resulting from an abnormal condition.



# Inventory of Equipement

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<u>Equipment</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Serial</u>	<u>Size</u>	<u>Area Serviced</u>
SPLIT SYSTEM - 01	CARRIER	40RUAA12T2A5	3419U04123	10 TON	FITNESS
SPLIT SYSTEM – 02	CARRIER	40RUAA08T2A5	3119U03291	10 TON	AEROBICS
SPLIT SYSTEM – 03	CARRIER	TBD	TBD	TBD	TENNIS
SPLIT SYSTEM – 04	CARRIER	TBD	TBD	TBD	LOCKER ROOMS
SPLIT SYSTEM – 05	CARRIER	40RUAA08T2A5	2519U01805	7.5 TON	HALLWAY COMMON AREA
SPLIT SYSTEM – 06	CARRIER	38AUDA12A0B5	3618C93115	10 TON	BAR
SPLIT SYSTEM – 07	IAIRE	UDC-AD15RA16MHSD	8991	15 TON	DINNING ROOM
SPLIT SYSTEM – 08	CARRIER	TBD	TBD	5 TON	IL PRANZARE
SPLIT SYSTEM – 09	CARRIER	38CMC060300	2603E44268	5 TON	LA VISTA
SPLIT SYSTEM - 10	JCI	YH-20C00ATAAA4	N2M0417782	20 TON	KITCHEN



## Inventory of Materials

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<b><u>Filter Size</u></b>	<b><u>Type</u></b>	<b><u>QTY</u></b>	<b><u>Changes Per Year</u></b>	<b><u>Yearly QTY Total</u></b>
20 X 20 X 1	MERV 10	4	4	16
20 X 24 X 1	MERV 10	4	4	16
16 X 20 X 2	MERV 10	4	4	16
16 X 24 X 2	MERV 10	20	4	80

<b><u>Belt Size</u></b>	<b><u>QTY</u></b>	<b><u>Changes Per Year</u></b>	<b><u>Yearly QTY Total</u></b>
A39	2	1	2
A40	3	1	3



# Inspection Schedules

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LOCATION	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Venetian River Club			X			X			X			X

Please note, the planned maintenance schedule will be modified if this renewal is not approved until after September 1<sup>st</sup>, 2025.



# Quarterly Maintenance Agreement

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**IC Mechanical, Inc.** shall provide all Labor, Materials, Tools, and Transportation required to fully execute preventative Maintenance on the Equipment listed in this Agreement.

A detailed written inspection report will be completed on the services performed and emailed per the owner's direction after each maintenance visit.

*Follow-up inspection report(s) will be provided with any recommendations to run your facility more efficiently or to reduce your owning and operating costs.*

48-hour notice will be given in advance before each maintenance visit by our customer service representative.

Priority 24-hour 7-day per week emergency service will be included at our preferred customer service rate. Service repairs will be performed only upon customer authorization and detailed service reports will be provided upon the completion of the service.

*IC Mechanical Inc. will provide the services described in this program, in accordance with the terms and conditions set forth in this document.*

*The customer agrees to pay IC Mechanical Inc. **\$6,956.00** per year and invoiced at **\$1,739.00** quarterly. The invoice for service will be sent at the beginning of the month that PM is done to be scheduled and completed and will correspond to the calendar shown on page 5. Payments will be due NET 30 days upon receipt of the invoice.*

*This agreement begins on September 1<sup>st</sup>, 2025, and has an initial term of **(1) year**.*

*This agreement shall continue in effect from year to year thereafter unless either party gives written notice to the other of intention not to renew 30 days prior to the anniversary date*

This agreement may be terminated by either party with thirty (30) days written notice.

This proposal is valid for 30 days.

Payment for any repairs or work not covered in this agreement shall be at IC Mechanical's standard contracted rate, \$115/hr.

Customer Acceptance:

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

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

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

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

**IC Mechanical, Inc.**

By: Cody Filiatreault

Signature:

Title: Service Account Manager

Date:



# Quarterly Maintenance Agreement

## Terms and Conditions

The following "Terms and Conditions" are attached to and made a part of I/C Mechanical, Inc. (ICM) proposal for Service & Repair work and/or Maintenance Agreement between the named customer and ICM. The combination shall constitute the Agreement between the parties.

1. **Proposal Validity.** Unless otherwise indicated in the ICM proposal or if customer acceptance is received prior to, all Service & Repair or Maintenance Agreement proposals, inclusive of Agreement Fee scope, and all other details will remain valid until midnight of the 30<sup>th</sup> (thirty) calendar day following the date of creation of the proposal.
2. **Term.** Unless specifically addressed in the ICM Proposal, the term for the work offered by ICM shall be as follows:
  - a) Service & Repair: term based from customer acceptance of proposal through customer satisfaction and acceptance of service and/or repair based on the proposed scope of work.
  - b) Scheduled Maintenance Agreements: one (1), three (3), or five (5) years from date of acceptance after which the agreement will be automatically renewed on an annual basis but subject to price increases as outlined below.
3. **Maintenance Agreement Renewal, Price Increase, and Cancellation.**

ICM reserves the right to renegotiate the Renewal Fee effective with each annual renewal of the Agreement (for any reason or no reason) no later than thirty (30) days prior to the scheduled expiration date.
4. **Payment and Taxes.** Except as may otherwise be provided in the ICM proposal the following payment terms apply for the various types of work offered by ICM:
  - a) Service & Repairs: payment due upon receipt of invoice;
  - b) Scheduled Maintenance Agreements: Unless otherwise agreed upon Agreement Fee shall be payable as outlined in the agreement. Interest of 1.5% (one point five percent monthly, 18% annually) on unpaid balances may be charged by ICM. ICM may discontinue services whenever payment is overdue. In addition to the stated Agreement Fee, Customer shall pay all taxes that ICM is not legally obligated to pay. In case it becomes necessary to place this account in the hands of an attorney for collections, the above named applicant as well as the undersigned, agree to pay a reasonable attorney's fee for making such collections as well as interest at the rate of 1.5% (one point five percent) per month 18% annually on the unpaid balance. If any legal action becomes necessary, such proceedings will be conducted in Pinellas County, State of Florida.
5. **Termination.** This Agreement may be terminated by either party upon a material breach by the other party of its obligations hereunder upon fourteen (14) day prior written notice to the breaching party and the failure of the breaching party to cure the breach within such fourteen (14) day period. Notwithstanding any termination, Customer shall remain liable to ICM for any amount for services provided by ICM and not then paid.
6. **Acceptance & Commencement.** Customer acceptance shall be provided to ICM by one or all of the following methods: 1) ICM receipt of a customer signed copy of the proposal via postal delivery, facsimile, or other method; 2) Issuance of a purchase order, to ICM, in an amount equal to the Agreement Fee referencing the proposed scope of services, and/or referencing the entire term of the agreement. Unless stated otherwise, ICM will commence delivery of service beginning the first business day of the calendar month following initial customer acceptance. Upon receipt of acceptance, ICM will assemble field personnel to schedule and commence work based on the agreed scope. When applicable, an initial inspection will take place in order for ICM to familiarize itself with equipment and determine if equipment is operating up to industry standards. The cost of this inspection and any additional parts and labor required to bring the equipment to industry standards will be paid by the owner at prevailing rates. If Customer does not authorize such repairs, ICM may remove the unacceptable Equipment from the "Equipment Coverage" and/or "Scope of Services" sections of this Agreement and adjust the Agreement Fee accordingly, or at the discretion of ICM, cancel this Agreement. This requirement may be waived at the sole discretion of ICM if the unit has undergone initial startup within eighteen (18) months or an ICM major annual inspection within six (6) months of customer acceptance of the agreement.



- 7. Performance.** ICM shall perform the services described in the “Scope of Coverage” section of this Agreement to the listed Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. Except as otherwise provided in writing in “Scope of Coverage”, services will be performed during ICM normal business hours and any after-hours services shall be billed separately according to then prevailing overtime or emergency labor rates. The duty of ICM to perform under this Agreement and the Agreement Fee are subject to the approval of the ICM credit department, are subject to Events of Force Majeure, and are contingent upon the ability to procure materials from the usual sources of supply. Upon disapproval of the credit department or upon the occurrence of any such event as aforesaid, ICM may delay or suspend performance or, at its option, renegotiate the Agreement Fee, and/or terms and conditions with the Customer. If ICM and Customer are unable to agree on such revisions, this Agreement shall be canceled without any liability, other than Customer’s obligation to pay for services rendered by ICM up to the date of cancellation. This Agreement presupposes that all major pieces of equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Equipment being in a maintainable condition.
- 8. Customer Obligations.** Customer shall:
- Provide ICM reasonable and safe access to all equipment;
  - Operate and adjust equipment according to OEM recommendations;
  - Reimburse ICM for services, repairs, and/or replacements performed by ICM beyond the “Scope of Services” or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing overtime/holiday rates for labor and prices for materials and may, at the option of ICM, be subject to a separate written agreement prior to its undertaking such work; and
  - Unless water treatment is expressly included in the ICM “Scope of Services” and/or “Additional Contracted Services”, provide professional cooling tower water treatment in accordance with reasonable recommendations provided by ICM.
- 9. Exclusions.** Unless expressly included in “Scope of Services”, “Equipment Coverage”, and/or “Additional Contracted Services”, the services to be provided by ICM do not include, and ICM shall not be liable for, any of the following:
- Any guarantee of space conditions or system performance;
  - Inspection, maintenance, repair, placement of or services for: chilled switches or circuit breakers; motor starting equipment and interconnecting power wiring; recording or portable instruments, gauges or thermometers; any pipe covering or insulation containing asbestos, or non-maintainable parts of the system such as unit cabinets, shells, ductwork, electrical wiring, hydronic piping, structural supports, boiler refractory material and shells, damper sections, valve casing or cabinets; damage sustained by other equipment or system; and/or any failure, maladjustment, or design deficiencies in other equipment or systems;
  - Any system or machine shut-downs, failures, damages, or anomalies caused by incoming utility service disturbances including electric utility transients, swells, sags, or outages recorded by machine controllers or automated systems;
  - Service calls, repairs or replacement of parts associated with electrical power quality events or outages, low voltage, fuse or circuit breaker failures, low water pressure, vandalism, misuse or abuse, improper operation, unauthorized alteration of equipment, accident, negligence of Customer or others, damage due to freezing weather, erosion or corrosion, water leaks, mold, calamity or malicious acts;
  - Any damage or malfunction resulting from freezing, contamination, corrosion or erosion on the water side of the equipment or if caused by fouling, tube scale, or tube leaks;
  - Furnishing any items of equipment, material, or labor, or performing special tests recommended or required by insurance companies or federal, state, or local governments;
  - System modifications or upgrades to meet new codes, standards, or regulations;
  - Failure or inadequacy of any structure or foundation supporting or surrounding the Equipment or any portion thereof;
  - Building access or alterations that might be necessary to repair or replace Customer’s existing equipment;
  - The normal function of starting and stopping the Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Equipment against damage;
  - Any responsibility for design or redesign of the system or the equipment, or its obsolescence due to normal aging and wear;
  - Pre-existing coil conditions including partial coil blockage due to accumulation of dirt over time;
  - Any services, claims, or damage arising out of Customer’s failure to comply with its obligation under this Agreement.
- 10. Water Treatment Services, Condenser Tube Bundle and Cooling Tower Coverage.** When ICM provides water treatment services its responsibilities associated with such services are as follows: (a) Water Treatment Services ONLY-ICM accepts no financial responsibility for the Chiller’s Tubes nor for any component of the Cooling Tower, (b) Scheduled Maintenance Agreement on Chillers and Cooling Towers, and/or evaporative condensers – ICM accepts no financial responsibility for the condenser and/or the evaporative tubes contained in a Chiller or evaporative condenser, upon completion of an Eddy current tube test, performed



under authority of ICM, for each tube included in every tube bundle within thirty (30) days of the commencement of this agreement, Eddy current testing performed outside of the authority of ICM must be evaluated and accepted by ICM prior to acquiescence of financial liability. In either circumstance, ICM will have the right to accept or decline financial responsibility for those items not within proper operating condition. Under no circumstances, will ICM assume financial responsibility for the following Cooling Tower components: basin, hot deck, spray assemblies, fill, structure, fan hub, fan blades, pipe, valves, or make-up water valve or other waterside components which are subject to corrosion and damage from normal use.

**11. Warranties.**

(a) Manufactured material supplied is warranted to be free from defect in material and manufacture for a period of twelve (12) months from date of start-up or replacement and the ICM obligation under this warranty is limited to repairing or replacing the defective part at its option; (b) Labor is warranted (to have been properly performed) for a period of thirty (30) days from completion and the ICM obligation under this warranty is limited to correcting any improperly performed labor, and Equipment and/or parts not warranted by ICM and such warranties are extended to ICM by the respective manufacturer; THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, SELLER DISCLAIMS ANY LIABILITY FOR DAMAGES OF ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR CONTAMINATION.

**12. Indemnity and Liability.** ICM and Customer shall indemnify, defend, and hold each other harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or agents. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. NOTWITHSTANDING ANY CONTRARY PROVISION, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. SELLER DISCLAIMS ANY LIABILITY FOR DAMAGES OF ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS.

**13. Asbestos and Hazardous Materials.** ICM services expressly exclude any identification, abatement, cleanup, control, disposal, removal, or their work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should ICM become aware of or suspect the presence of Hazardous Materials, ICM may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by ICM. ICM shall be required to resume performance of the services only when the affected area has been rendered harmless.

**14. Insurance.** ICM agrees to maintain insurance in the following minimum amounts during the Term: Commercial General Liability - \$1,000,000 per occurrence, Automobile Liability - \$50,000, and Workers Compensation – Statutory Limits.

**15. Force Majeure.** ICM shall not be considered to be in default hereunder when a failure of performance is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause beyond the control of ICM and which, by the exercise of due diligence, ICM could not reasonably foresee, avoid, or overcome. Without limiting the foregoing, this includes: acts of God, acts of terrorism, sabotage or attack, flood, earthquake, tornado, storm, power quality events or outages, fire, civil disobedience, labor disputes, labor or material shortages, restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certifications or approvals if not caused by the fault of ICM.

**16. Services Other Than Listed in ICM Proposal or Maintenance Agreement.** The following provisions shall also apply (a) Required restoration shall be performed by Customer at its cost prior to ICM being obligated to perform hereunder; (b) any changes, adjustments, service, or repairs made to the Equipment by any party other than ICM, unless approved by ICM in writing, may, at the option of ICM terminate all ICM obligations to render further service to the Equipment so affected; in such case no refund of any portion of the Agreement Fee shall be made; and (c) Customer shall (I) promptly notify ICM of any unusual performance on Equipment, (II) permit only ICM personnel to repair or adjust Equipment and/or controls during the Term; and (III) utilize qualified personnel to properly operate and maintain the Equipment in accordance with the applicable operating manuals and recommended procedures.





- 17. General.** This Agreement contains all of the representations and understandings of the parties and supersedes all previous understandings, commitments, or agreements, oral or written, related to the subject matter hereof. If any part of this Agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent, which shall not be unreasonably withheld, of ICM. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. Except as provided for Agreement Fee adjustments, no modifications, additions, or changes may be made to this Agreement except in writing signed by both parties. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.
- 18. Complete Agreement.** This Agreement shall constitute the entire Agreement between both parties and may not be amended, modified, or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference excepted to the extent ICM is a signatory thereon.

# Tab 6

## 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, July 14, 2025, at 9:39 a.m.** at Fire Station 53 located at 5300 E. Lairel Road, North Venice, Florida 34275.

Present and constituting a quorum were:

Jill Pozarek	<b>Board Supervisor, Chair</b>
Cheryl Harmon Terrana	<b>Board Supervisor, Vice Chair</b>
Cyndi Sniezek	<b>Board Supervisor, Assistant Secretary</b>
Rich Goodman	<b>Board Supervisor, Assistant Secretary</b>
Ken Smaha	<b>Board Supervisor, Assistant Secretary (via Teams)</b>

Also, present were:

Belinda Bandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Andrew Cohen	<b>District Counsel – Persson, Cohen, Mooney, Fernandez &amp; Jackson, P.A.</b>
Rick Schappacher	<b>District Engineer – Schappacher Engineering</b>
Keith Livermore	<b>VCDD Field Manager</b>
Kelso Ballantyne	<b>General Manager, River Club</b>
Representatives	<b>LMP</b>
Audience	

### FIRST ORDER OF BUSINESS

#### Call to Order

Ms. Bandon called the meeting to order and conducted the roll call. Ms. Bandon announced that Supervisor Smaha would be attending the meeting via Teams.

On a motion by Ms. Pozarek, seconded by Ms. Terrana, with all in favor, the Board Approved Supervisor Smaha to participate and vote via Teams to the Board of Supervisor's Meeting, for the Venetian Community Development District.

### SECOND ORDER OF BUSINESS

#### Pledge of Allegiance

Ms. Bandon led the Board and audience to recite the pledge of allegiance.

### THIRD ORDER OF BUSINESS

#### Public Comment

Ms. Bandon opened the floor for public comment.

Resident Darlene Schimberg, inquired about the management presentations provided at the previous meeting. Ms. Schimberg read her views and opinions on the proposed management companies asking the Board to seek further consideration.

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

#### **Hurricane Response Team Update**

Ms. Pozarek informed the Board that the Hurricane Response Team Update should have been taken off agenda.

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

#### **Staff Reports**

A. Landscape Inspection Services  
No report was presented.

B. District Engineer

Mr. Schappacher reported that the parking lot repairs were supposed to start July 14, however this was called off due to the tropical wave. Mr. Schappacher disagreed and believed that it should have begun without delay from weather. General Manager Kelso continued communications and informed Mr. Schappacher that the work will begin July 15.

He continued his report by reviewing the completion of the minor drainage repairs for vegetation and a grate reset for Ponds #49, #55, #57, along with completion of signage repairs.

Mr. Schappacher also gave a status update for Pond Bank #7 restoration and Lake #15 on the Southeast corner, stating that a pipe coming from the condos created a washout that will be taken care of.

Mr. Goodman asked for information regarding the town permits for the parking lot, which Mr. Schappacher mentioned that the work is still in progress. Mr. Goodman also stated that he will work with Mr. Schappacher in adding additional golf parking spots.

Ms. Pozarek inquired about the timing for the parking lot striping, which Mr. Schappacher replied that it will take 3 weeks after asphalt cures.

Ms. Pozarek also asked about the installation of speed pillows in which Mr. Schappacher mentioned that he and Keith Livermore will work together to have the asphalt vendor come back to specified locations for an agreed price. Mr. Livermore stated the spots were marked with Gate Guard. The Board then discussed how many locations are needed and where.

C. District Council

Mr. Cohen mentioned that he is working on several contracts. Kelso Ballantyne sent Mr. Cohen the contracts for instructors and will give an update within the next few days.

Mr. Cohen stated that he and Ms. Blandon worked on the mailed notice and Ad for the 2025-2026 budget.

Mr. Goodman asked if there was an update on the SWFMD permits. Supervisor Smaha is holding discussion with the golf course but could not confirm and will follow up with Jay.

D. River Club

Mr. Ballantyne reported on the current hierarchy of the current staff members.

Ms. Sniezek questioned updates regarding the aerobics room floor restoration and if the electrician is lined up and ready. She also had concerns about the storage space regarding the slats for the TRX bolts while flooring is being installed. Mr. Ballantyne stated it takes 3 days to cure flooring, but Mr. Goodman will reach out and verify with the vendor. Ms. Sniezek inquired that it will be 2 ½ weeks of shut down.

E. Field Manager

Mr. Livermore reported that he was approached by the HRT Team about the generator at the front entrance. Tom Wong offered to purchase a generator. Mr. Livermore inquired about hiring an electrician to hardwire a big enough generator for the gate house in case of loss of electricity. He went on to mention the cost for the transfer switch would be \$3,326. Ms. Pozarek stated that she is willing to approve the cost of the transfer switch.

Mr. Livermore went on to inform the Board there are growing issues with the ponds. The Board began discussion of pond issues and current contract remedies.

Mr. Livermore informed the Board of Staff Member Training for new employees along with an announcement to the community about the access control office. The Board went on to include mentioning syncing with Stephanie regarding Member ID and Member Number to ensure no disconnect for residents or tenants.

Ms. Pozarek noticed that an area looks un-mowed and inquired if it could be a part of the wetlands. Mr. Livermore will review.

F. District Manager

Ms. Blandon asked the Board whether they intend to hold a regular meeting or only a workshop on July 28, 2025, at 9:30 a.m. Ms. Sniezek stated she would like to hold a regular meeting to discuss upcoming business items.

Ms. Blandon wanted to discuss the request for public assistance through FEMA for Hurricane Milton. Conference call with new program delivery manager as well as a representative from FDEM. She stated a recommendation was received from FEMA that a request should not be filed because it will likely be denied based off the same response received from Hurricane Ian.

Ms. Blandon explained that the likelihood is that it will be denied because other districts who have appealed for public assistance for damages from Hurricanes Ian and Milton have been denied.

Mr. Goodman inquired if other districts have had any appeals accepted by FEMA, Mr. Cohen informed the Board that in his experience many other districts have not been given assistance unless damage was on public areas, outside of gates.

Ms. Blandon reminded the Board it was their decision to move forward with appeal. After Board discussion regarding spending and successful appeals across other districts, Ms. Blandon encouraged the Board to make a motion, for the record.

On a motion by Ms. Terrana, seconded by Ms. Prozarek, with all in favor, the Board agreed to stop with appeals for Hurricanes Ian or Milton based on the fact they have not been approved and to reduce spending for the Venetian Community Development District.

## **SIXTH ORDER OF BUSINESS**

### **Business Items**

#### **A. Consideration of Proposals for Aquatic Maintenance**

Ms. Blandon sent out the Aquatic Maintenance for bid with 4 responses from current vendor Cross Creek, who provided a proposal for renewal, Premier Lakes, former provider Solitude Management, and Superior Waterway Services. Mr. Cohen noted that the proposals were under the minimum statutory threshold of \$195,000 so no formal bid process was needed.

The Board inquired about why they had made the switch from Solitude Lake Management to Cross Creek. Mr. Smaha informed the Board that Cross Creek's cost and reviews from other CDDs had high approval on performance with no complaints.

The Board also inquired about the budget for the Fiscal Year 2025-2026 for ponds. Ms. Blandon informed Ms. Sniezek the amount was \$52,374.40 with adjustments if necessary. The Board continued to discuss the costs and performance between aquatic maintenance vendor costs. Ms. Blandon went over contract conditions and proposal amount reasoning from vendors. She informed the Board the contract with Cross Creek does not expire until August 31, 2025. Mr. Livermore expressed his support for Solitude Lake Management. The Board proceeded to ask Bill Kurth, Vice President of Premier Lakes, the explanation and reasoning of 72 inspections. Mr. Kurth explained to the Board of the need to be proactive in the treatment maintenance of certain areas. He informed the Board that extra visits were required for desired service with quick response and communication. The Board inquired about the price of proposal including cleaning up current state of ponds. Mr. Kurth proceeded to inform the Board he had proactively checked Golf Course Lake oxygen tests while visiting to figure out unusual fish kill. Mr. Kurth also brought up concerns regarding category 1 and 2 species and vegetation growth in areas of preserve.

The Board decided to discuss Consideration of Proposals for Preserve and Aerator Maintenance at the next meeting on July 28, 2025. Ms. Blandon confirmed the amount for the budget on maintenance of \$44,928. Supervisor Smaha stated he will make a call to coordinate references for maintenance proposals.

#### **B. Discussion Regarding Disbursement of Funds by General Manager,**

Supervisor/Liason and Chair

Discussion moved to July 28, 2025, meeting.

C. Consideration of Grau & Associates Engagement Letter for Consulting Services

The Board discussed engagement letter necessities and costs. Mr. Goodman expressed concerns about receipts and sales tax. The Board agrees to not proceed with Grau & Associates and proposed looking into litigation counsel. Mr. Smaha advised a forensic audit for opinion of possible fraud or illegal activity before litigation. Ms. Blandon recommended turning the issue over to the finance committee to source the forensic audit. She stated the committee can meet with several firms and come back with a recommendation. The Board agreed on more analysis before moving forward and will turn to the committee.

D. Discussion Regarding Bill Approval/Payments Process, Substantiation of Invoices with Receipts/Explanation of Spend.

Mr. Goodman discussed paid bills, invoices and standard operations and procedures. The Board agreed upon a flowchart and checklist for charges.

E. Discussion regarding Purchases/Sales Tax Exempt Status  
Discussion tabled for later date.

F. Discussion and Ratification of Change Orders for River Club Painting and Repairs

The Board discussed the change orders approved for the River Club Painting Project. After discussion and vote, the 4 change orders totaling to \$ 16, 715 were ratified by the Board.

On a motion to ratify by Ms. Snizek, seconded by Mr. Goodman, with all in favor, the Board approved ratification of 4 change orders totaling \$16,715.00.

G. Discussion and Approval of Pool Chemical Control System Upgrade

The Board discussed the proposal presented for the Pool Chemical Control System. Mr. Ballantyne informed the Board that adjustments and updates have been made such as electronics, giving the ability to add chemicals like chlorine to ensure circulation and pump effectiveness. Ms. Pozarek agreed on getting warranty information from vendor.

On a motion by Ms. Pozarek, seconded by Mr. Goodman, with all in favor, the Board Approved the replacement of the existing Pool Chemical Control System as a Reserve item totaling to \$10,300.

H. Discussion and Ratification of Pool Filters Replacement

The Board discussed the replacement of the pool filters that was approved outside of the meeting and the need to move forward. After discussion, the Board ratified the

expenditure totaling to \$ 12,150.00.

On a motion to ratify by Mr. Goodman, seconded by Ms. Snizek, the Board approved to ratify the expenditure for Pool Filter Replacement totaling to \$12,150.00.

I. Discussion of Geo-thermal test results and Plan

Supervisor Goodman discussed the Geo-thermal Test Results and ongoing issues with the well. He informed the Board that the drilling was not enough. He advised that they are going to drill further down and if this does not work, the District will not be charged. Supervisor Goodman agreed to get further clarification on the total cost.

J. Discussion Regarding HVAC/iAIRE System  
Deferred to next meeting, July 28, 2025.

K. Continued Discussion Regarding Vesta Credit Card Expenses, Path Forward  
Deferred to next meeting.

L. Discussion Regarding Painting Monuments  
Deferred to next meeting.

M. Updates on Laurel Road Landscape Design

Ms. Terrana gave an update on the Laurel Road Landscape Project. She advised that the contract has been completed and is pending signature. Tear out will begin on July 28th and a meeting with the City will take place on August 4th to identify the utility lines.

N. Discussion Regarding Re-Landscaping Front of River Club and Circle  
Deferred to next meeting.

O. Consideration of Blue Sky Landscaping Proposal for Pitch Apple Addition

The Board discussed the proposal presented from Blue Sky Landscaping for the Ciltadella barrier. After discussion the Board approved a not to exceed amount of \$ 15,000 for this project.

On a motion by Ms. Terrana, seconded by Mr. Goodman, with all in favor, the Board Approved the proposal for Blue Sky Landscaping for Pitch Apple Addition, not to exceed amount of \$15,000.

**SEVENTH ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of Supervisors' Meeting held on June 11, 2025**

On a motion by Ms. Pozarek, seconded by Ms. Snizek, with all in favor, The Board approved the minutes of the Board of Supervisors Meeting held on June 11, 2025, with changes to line 62 as noted on the record.

**EIGHTH ORDER OF BUSINESS**

**Ratification of the Operations and Maintenance Expenditures for the**



**Month of May, 2025**

On a motion to ratify by Mr. Goodman, seconded by Ms. Sniezek, with all in favor, the Board Approved the ratification of the Operations and Maintenance Expenditures for the Month of May 2025.

**NINTH ORDER OF BUSINESS**

**Consent Items**

**A. Acceptance of Advisory Committee Meeting Minutes**

**1. Racquet Sports Advisory Committee Meeting  
Minutes of April 14, 2025**

On a motion by Ms. Sniezek, seconded by Mr. Terrana, with all in favor, the Board Accepted the Minutes of the RSAC Meeting Minutes of April 14, 2025.

**TENTH ORDER OF BUSINESS**

**ADVISORY COMMITTEE LIASON  
REPORT**

Supervisor Pozarek advised the Board that the concept plans for La Sala will be presented at the next meeting.

**ELEVENTH ORDER OF BUSINESS**

**Business Items Continued**

**P. Follow up Discussion Regarding Amenities Manager and Path Forward**

The Board discussed the presentations by the Amenity Management Companies at the prior meeting. Supervisor Goodman spoke about the Bobby Jones contract exclusions for previous 3 years. Moving forward with the new proposed contracts, Mr. Goodman reported goals and objectives twice a year set by Bobby Jones. The Board discussed whether or not a new contract template would be needed. The Board then worked on an evaluation criteria in order to score the presentations. There was extensive discussion regarding each vendor and impressions were provided. After extensive review and discussion, Supervisor Pozarek agreed to make the changes to the crriteria agreed upon and will circulate them.

Supervisor Smaha shared that there will be a struggle to perform an audit of Vesta Management spending by the next meeting. The Board agreed to have discussion next meeting to decide whether to proceed.

Supervisor Pozarek advised that Hampton Golf will provide a financial proposal prior to July 21st.

Supervisor Goodman advised that he would ask Bobby Jones to provide an updated estimate and he will obtain clarification on their 3 year contract minimum as well as the out clause.

Supervisor Smaha mentioned he spoke to members of Laurel Oaks for references

regarding how their club is managed.

**EIGHTH ORDER OF BUSINESS**

**SUPERVISOR REQUESTS AND  
COMMENTS**

Supervisor Sniezek informed the Board that there were two broken umbrellas sent out for repairs. She advised that upon review there were three broken umbrellas found in the storage locker that had not been sent out for repairs. After discussion, the General Manager informed the Board that he is having an inventory conducted and will ensure that the umbrellas are repaired.

Supervisor Goodman informed the Board that there is an issue with the AC Vendor. He informed the Board that they do not want to honor the contract, and the General Manager is working on this. He informed the Board that the roofing repairs will begin shortly and that the flat roofs on the River Club may have to be re-done but they won't know until they are up there.

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Blandon stated that there was no further business to come before the Board and asked for a motion to adjourn.

On a Motion by Ms. Terrana, seconded by Mr. Sniezek, with all in favor, the Board adjourned the Meeting at 12:29 p.m., for the Venetian Community Development District.
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\_\_\_\_\_  
Secretary / Assistant Secretary

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

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## 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, July 28, 2025, at 9:39 a.m.** at Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275.

Present and constituting a quorum were:

Jill Pozarek	<b>Board Supervisor, Chair</b>
Cheryl Harmon Terrana	<b>Board Supervisor, Vice Chair</b>
Cyndi Sniezek	<b>Board Supervisor, Assistant Secretary</b>
Rich Goodman	<b>Board Supervisor, Assistant Secretary</b>
Ken Smaha	<b>Board Supervisor, Assistant Secretary (via Teams)</b>

Also, present were:

Belinda Blandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Zachary Grubb	<b>Administrative Assistant</b>
Andrew Cohen	<b>District Counsel – Persson, Cohen, Mooney, Fernandez &amp; Jackson, P.A.</b>
Rick Schappacher	<b>District Engineer – Schappacher Engineering (via Team)</b>
John Fowler	<b>Landscape Inspection Svcs.</b>
Keith Livermore	<b>VCDD Field Manager</b>
Kelso Ballantyne	<b>General Manager, River Club</b>

Audience

### FIRST ORDER OF BUSINESS

#### Call to Order

Ms. Blandon called the meeting to order and conducted the roll call. Ms. Blandon announced that Supervisor Smaha would be attending the meeting via Teams.

On a motion by Ms. Sniezek, seconded by Ms. Pozarek, with all in favor, the Board Approved Supervisor Smaha to participate and vote via Teams to the Board of Supervisor's Meeting, for the Venetian Community Development District.

### SECOND ORDER OF BUSINESS

#### Pledge of Allegiance

Ms. Blandon led the Board and audience to recite the pledge of allegiance.

### **THIRD ORDER OF BUSINESS**

#### **Public Comment**

Ms. Blandon opened the floor for public comment.

Resident Barbara Silkworth began her comment by going over the POA compliance process. She mentioned phases 1 through 3, which will start being identified by the community to inform the Board of Supervisors of issues around the community. Ms. Silkworth also introduced the new HOA manager and her experience.

Resident Darlene Schimberg thanked Keith Livermore's persistence to resolve the pond issue. The issue is not fully resolved but Mr. Livermore will give recommendations on how to further resolve issues such as a bad odor. Ms. Schimberg then mentioned the increase in fees for the next fiscal year and inquired about previous assessments and how the funds are spent. Ms. Schimberg stated she will wait until the meeting in August to ask further questions regarding the assessments. She went on to mention comments and decisions by the Board should be made clearer in communication with each other to ensure efficiency. Ms. Schimberg also mentioned the Board should consider more options with additional information regarding the new management of the River Club.

### **FOURTH ORDER OF BUSINESS**

#### **Hurricane Response Team Update**

Ms. Pozarek informed the Board that the Hurricane Response Team Update should be taken off agenda until further notice.

### **FIFTH ORDER OF BUSINESS**

#### **Staff Reports**

#### **A. Landscape Inspection Services**

John Fowler went over his landscape report from July 1, stating upon request that his inspection begins at the beginning of each month instead of the end of the month for the landscape committee's review.

Mr. Fowler began by going through the community, mentioning the recent rain has caused issues with the turf filling in with weeds also stating pruning maintenance is behind. Mr. Fowler mentioned weeds started to take over Medici berm on Laurel Road. He also stated the weeds behind the berms on Veneto Boulevard need treatment as well and the Crepe Myrtles in front of the guard house have been completed but jasmine still needs to be pruned. He mentioned the firebush at the lift station still needs to be treated. Mr. Fowler then explained the roundabouts also require treatment of weeds and the awabuki have drought stress which he will continue to monitor. Also mentioned were the Foxtail ferns at Cipriani Way monument needing treatment and the declining Crinum Lillies on Ciltadella have insect damage which need to have dead or damaged leaves removed, Mr. Fowler recommends removing and replacing Crinum Lillies after reoccurring issue. Mr. Fowler ended his report by mentioning there were restrictions in completing his detail check due to caution tape from painting.

#### **B. District Engineer**

Mr. Schappacher reported that the Lank Bank restoration vendor will be back later

this week to complete the work on the south bank of Pond #7 and Bella Vista Circle. He also mentioned an update on the parking lot paving, which was checked prior to the meeting, has an issue in an area that was most likely caused by vendors who will come back to heat and reseal issue. He went on to mention that the vendor can also provide an update on the speed bumps during the same visit. Supervisor Sniezek inquired about incremental costs for repair. Mr. Schappacher informed the Board that the vendor will provide at time of visit. The Board then requested a 60-day time frame to preform parking lot maintenance along with the installments of speed bumps, stop signs and gate arms at entrance and exits.

On a motion by Ms. Sniezek, seconded by Mr. Goodman, with all in favor, subject to preparation of documentation as necessary, not to exceed \$10,000, the Board authorized the Chair to expend the installation of 6 speed bumps and stop signs for entrances and exits.

C. District Counsel

Mr. Cohen began his report with regards to the history with Vesta Management. He mentioned he reached out to a litigation attorney to discuss the issue. He has 3 forensic accounting firm resources, and the attorney would be willing to handle the investigation, directly working with the forensic accounting firm. Mr. Cohen mentioned it is important to preserve the information for Counsel and the Board proceed to re-open discussion.

Mr. Goodman feels the need to consult with a litigation attorney is necessary to find out their rights. Ms. Terrana shared her view to engage a litigation attorney through District Counsel prior to engaging a forensic accountant as well.

On a motion by Mr. Goodman, seconded by Ms. Pozarek, with all in favor, the Board authorized District Counsel to correspond with the litigation attorney and authorized Ms. Pozarek to execute engagement to send a preservation of evidence letter.

Ms. Sniezek continued by inquiring Land Counsel about political attire at the Venetian River Club. Mr. Cohen replied by stating that the current existing rules and regulations are content neutral and there were no specific rules regulating political content of attire.

D. River Club

Mr. Ballantyne reported on current projects underway, starting with finding a specific mount for the Kitchen Salamander equipment which a company will survey and install later this week. Mr. Ballantyne went on to mention independent contracts regarding staff entitled to 50% of their pay while the River Club and Fitness Center are closed. He will send correspondence accordingly.

The next project mentioned by Mr. Ballantyne was the Fitness Club update, stating they are finishing the final project items such as the electrical outlets and placing the order for planking. Mr. Ballantyne went on to mention the bee hive issue behind the Bell Tower, informing the Board of preparation for the vendor to resolve the issue.

Mr. Ballantyne also mentioned the water leak at the Tennis Courts was fixed but the high temperature of the pool was still ongoing stating the Geo-Thermal drilling should have date set by end of week, if not repaired by next weekend the vendor will not charge extra if Geo-Thermal is not fixed.

Mr. Ballantyne went on to mention the Tropitone vendor bids regarding broken

umbrellas. He informed the Board they are still down 2 umbrellas on the pool deck and recommends replacing them if Tropitone cannot repair. Mr. Ballantyne will have other bids by Wednesday, July 30.

Lastly mention, Mr. Ballantyne reported on the sound barriers for Pickle Ball Courts and will keep the Board informed, then reported on the Hurricane response procedures and cost analysis.

The Board then began discussion regarding the high pool temperature, asking Mr. Ballantyne to reach out to the Health Department about possible health safety concerns stating possible pool closure.

**E. Field Manager**

Mr. Livermore reported that he will send correspondence to the community about the new admin with the hours of operations to ensure members are informed that Member ID and guest cards can be obtained Monday through Friday from 1pm to 5pm, syncing with Mr. Livermore's schedule.

**F. District Manager**

Ms. Blandon reported on the progress of project withdraws with FEMA and will be finished by this week. She went on to update the Board that the audit has been delayed due to documentation issues with Vesta who had been asked to provide additional documentation such as back up invoices but is close to wrapping up the final request and will notify the Board once the draft is issued.

Ms. Blandon stated that she will reach out to the Board in the event that any documentation information requested is unobtainable. Mr. Goodman inquired about the timeframe of the request of information in which Ms. Blandon responded it has been 2 weeks and could be due to the transition between accountants who may not have information regarding requested invoices.

Ms. Blandon then inquired if the Board will be holding a workshop meeting on August 11, 2025. The Board then agreed upon having a workshop meeting for that date. Ms. Blandon informed the Board that, if needed, she will update the financial information and budget worksheets and will submit them to the Board for review before the workshops and Public Hearing.

**SIXTH ORDER OF BUSINESS**

**Business Items**

**A. Consideration of Proposals for Aquatic, Preserve and Aerator Maintenance**

The Board began discussion on the overview of the Aquatic, Preserve and Aerator Maintenance proposals. Mr. Smaha reported on negotiations with Premier Lakes regarding all 3 categories. The Board's preferred vendor is Premier Lakes, however, the proposal was outside the current budget and expected cost. The Board agreed to eliminate Crosscreek as their maintenance vendor and considered Solitude Lake Management and Premier Lakes for all 3 maintenance categories.

Mr. Smaha mentioned the number of visits proposed by each vendor, stating Solitude would visit 60 times per year and Premier Lakes visiting 72 times. The Board then had a discussion regarding the number of visits and the price of proposals.

Mr. Smaha then inquired about splitting maintenance categories between both vendors to save on costs to which Mr. Goodman expressed his concerns about the lower number of visits. Mr. Smaha stated he will continue to negotiate with Premier Lakes about a proposal for all 3 categories and report back to the Board next meeting.

Bill Kurth from Premier Lakes replied to an inquiry about considering a reduction of their proposal. Mr. Kurth stated he will speak to the President of Premier Lakes and inform Mr. Smaha for further negotiation. The Board then agreed to make a decision at the next meeting, August 11, 2025.

The Board took a brief recess at 10:45 a.m. and was back on record at 10:55 a.m.

Mr. Smaha continued discussion mentioning the pricing difference between Premier Lakes maintaining all 3 maintenance categories and splitting categories between Premier Lakes and Solitude Lake Management. He went on to mention there were 2 other companies, Florida Aquatic Solutions and Aquatic Weed Control. Mr. Goodman stated that timing was a concern. Ms. Terrana stated that the current contract is in effect until August 31st. The Board discussed budget concerns and splitting maintenance categories between vendors. Mr. Cohen inquired about potential problems using multiple vendors for maintenance. Mr. Livermore informed Mr. Cohen and the Board that there have been problems previously between vendors when splitting maintenance responsibilities.

The Board then agreed to have Mr. Smaha continue negotiations with Premier and will report back to the Board at next meeting.

B. Discussion and Review of Concept Plans for La Sala

Ms. Pozarek introduced the AODK architect and Nancy Spokowski for the La Sala project, who then proceeded to present the concept plans for the Board's review.

Ms. Pozarek thanked everyone for their hard work.

Ms. Snizek thanked the La Sala work group.

The Board took a brief recess at 11:59 a.m. and was back on record at 12:07 p.m.

Mr. Goodman thanked the La Sala work group.

C. Discussion and Review of Evaluation Criteria and Scoring of Amenity Management Company Presentations/Proposals

The Board discussed the evaluation criteria for the Amenity Management Company Presentations and proposals. Each Board Member provided feedback on their reference checks and provided details of the pros and cons for each company. The Board discussed their frustrations with the current company and outlined ongoing issues. After discussion and vote the Board decided to terminate the relation with Vesta, providing 60-day notice as per the contract. Notice to be prepared by District Counsel.

On a motion by Ms. Pozarek, seconded by Mr. Goodman, with all in favor, the Board voted to end the relation with Vesta Management and have Counsel provide 60 days notice.
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D. Consideration of Proposal for River Club Management

The Board discussed how the transition between management companies will proceed. The Board went over having a 30-day overlap of management to make an easier transition for the new management company and staff regarding system procedures, employee pay and benefits.

Upon further discussion, the Board inquired about the effective contract date and how to proceed with structuring the management company's contract.

On a motion by Ms. Terrana, seconded by Ms. Pozarek, with all in favor, the Board selected Hampton Golf as the successor to manage the amenities club with the start date to be negotiated, subject to preparation of contract by Counsel.

E. Consideration of Tennis Court Maintenance Proposal

Ms. Snizek stated that in the workshop meeting conversation, the Board had agreed that the work for the Tennis Court needs to be done. They agreed to regrade all of courts and redo lines, not to exceed \$30,000 with \$18,000 in expense and \$12,000 from reserves. Work to begin in the new Fiscal Year, October 1, 2025.

On a motion by Ms. Snizek, seconded by Ms. Pozarek, with all in favor, the Board approved to begin the work for the tennis court maintenance in the new Fiscal Year, October 1, 2025, with not to exceed \$30,000, subject to preparation of contract from District Counsel.

F. Consideration of Monument Painting

No action taken.

Mr. Goodman requests adding an agenda item to the next meeting for discussion of monument painting and bids.

G. Discussion and Review Regarding Pool Gate Times

The Board decided during the workshop meeting that the 3 pool gates will close at 9pm and re-open at 7:25am with the agreement that the privacy managers will lock the pro shop at 11pm and reopen at 5am, giving members access into the fitness center, aerobic rooms and locker rooms. The Board went on to discuss that pool hours per administrative code are staying the same. Pool staff will still have plenty of time to maintain the pool along with giving the admin and privacy managers access to monitor pool if necessary.

**SEVENTH ORDER OF BUSINESS**

**Ratification of the Operations and  
Maintenance Expenditures for the  
Month of June, 2025**



On a motion to ratify by Ms. Prozarek, seconded by Ms. Terrana, with all in favor, the Board Approved the ratification of the Operations and Maintenance Expenditures for the Month of June 2025.

## **EIGHTH ORDER OF BUSINESS**

### **Consent Items**

#### **A. Acceptance of Advisory Committee Meeting Minutes**

- 1. Racquet Sports Advisory Committee Meeting  
Minutes of June 9, 2025**
- 2. Social and Dining Advisory Committee Meeting Minutes  
of May 14, 2025**

On a motion by Ms. Prozarek, seconded by Ms. Snizek, with all in favor, the Board Accepted the Minutes of the RSAC Meeting Minutes of June 9, 2025, and the Minutes of the Social and Dining Advisory Committee Meeting Minutes of May 14, 2025.

## **NINTH ORDER OF BUSINESS**

### **ADVISORY COMMITTEE LIASON REPORT**

Mr. Smaha reported on the Strategic Planning work group, who concluded their final draft and will send to the board before the next meeting.

Mr. Goodman mentioned a conversation with a resident who had concerns regarding his road. Mr. Goodman approved the paving of the road and wants to work with the county later down the road to ensure there are no future issues.

Ms. Terrana reported that the tear-out on Laurel Road starts today. She stated she signed the contract, not to exceed \$15,000, for tear-out on Ciltidela in order to get Pitch Apples planted. Ms. Terrana also mentioned landscape is in progress regarding the cul-de-sac of Maestre Court.

Mr. Smaha inquired about discussion of whether there was a request to change direction for the Finance Committee concerning review of accounting firms. Mr. Cohen informed Mr. Smaha that the litigation attorney he has spoken with will handle the matter.

## **TENTH ORDER OF BUSINESS**

### **SUPERVISOR REQUESTS AND COMMENTS**

There were no Supervisor requests or comments at this time.

## **SIXTEENTH ORDER OF BUSINESS**

### **Adjournment**

Ms. Blandon stated that there was no further business to come before the Board and asked for a motion to adjourn.

On a Motion by Ms. Pozarek, seconded by Mr. Goodman, with all in favor, the Board

adjourned the Meeting at 1:12 p.m., for the Venetian Community Development District.

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Secretary / Assistant Secretary

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

## 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, July 14, 2025, at 9:39 a.m.** at Fire Station 53 located at 5300 E. Lairel Road, North Venice, Florida 34275.

Present and constituting a quorum were:

Jill Pozarek	<b>Board Supervisor, Chair</b>
Cheryl Harmon Terrana	<b>Board Supervisor, Vice Chair</b>
Cyndi Sniezek	<b>Board Supervisor, Assistant Secretary</b>
Rich Goodman	<b>Board Supervisor, Assistant Secretary</b>
Ken Smaha	<b>Board Supervisor, Assistant Secretary (via Teams)</b>

Also, present were:

Belinda Bandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Andrew Cohen	<b>District Counsel – Persson, Cohen, Mooney, Fernandez &amp; Jackson, P.A.</b>
Rick Schappacher	<b>District Engineer – Schappacher Engineering</b>
Keith Livermore	<b>VCDD Field Manager</b>
Kelso Ballantyne	<b>General Manager, River Club</b>
Representatives	<b>LMP</b>
Audience	

### FIRST ORDER OF BUSINESS

#### Call to Order

Ms. Bandon called the meeting to order and conducted the roll call. Ms. Bandon announced that Supervisor Smaha would be attending the meeting via Teams.

On a motion by Ms. Pozarek, seconded by Ms. Terrana, with all in favor, the Board Approved Supervisor Smaha to participate and vote via Teams to the Board of Supervisor's Meeting, for the Venetian Community Development District.

### SECOND ORDER OF BUSINESS

#### Pledge of Allegiance

Ms. Bandon led the Board and audience to recite the pledge of allegiance.

### THIRD ORDER OF BUSINESS

#### Public Comment

Ms. Bandon opened the floor for public comment.

Resident Darlene Schimberg, inquired about the management presentations provided at the previous meeting. Ms. Schimberg read her views and opinions on the proposed management companies asking the Board to seek further consideration.

**FOURTH ORDER OF BUSINESS****Hurricane Response Team Update**

Ms. Pozarek informed the Board that the Hurricane Response Team Update should have been taken off agenda.

**FIFTH ORDER OF BUSINESS****Staff Reports**

A. Landscape Inspection Services  
No report was presented.

B. District Engineer

Mr. Schappacher reported that the parking lot repairs were supposed to start July 14, however this was called off due to the tropical wave. Mr. Schappacher disagreed and believed that it should have begun without delay from weather. General Manager Kelso continued communications and informed Mr. Schappacher that the work will begin July 15.

He continued his report by reviewing the completion of the minor drainage repairs for vegetation and a grate reset for Ponds #49, #55, #57, along with completion of signage repairs.

Mr. Schappacher also gave a status update for Pond Bank #7 restoration and Lake #15 on the Southeast corner, stating that a pipe coming from the condos created a washout that will be taken care of.

Mr. Goodman asked for information regarding the town permits for the parking lot, which Mr. Schappacher mentioned that the work is still in progress. Mr. Goodman also stated that he will work with Mr. Schappacher in adding additional golf parking spots.

Ms. Pozarek inquired about the timing for the parking lot striping, which Mr. Schappacher replied that it will take 3 weeks after asphalt cures.

Ms. Pozarek also asked about the installation of speed pillows in which Mr. Schappacher mentioned that he and Keith Livermore will work together to have the asphalt vendor come back to specified locations for an agreed price. Mr. Livermore stated the spots were marked with Gate Guard. The Board then discussed how many locations are needed and where.

C. District Council

Mr. Cohen mentioned that he is working on several contracts. Kelso Ballantyne sent Mr. Cohen the contracts for instructors and will give an update within the next few days.

Mr. Cohen stated that he and Ms. Blandon worked on the mailed notice and Ad for the 2025-2026 budget.

Mr. Goodman asked if there was an update on the SWFMD permits. Supervisor Smaha is holding discussion with the golf course but could not confirm and will follow up with Jay.

D. River Club

Mr. Ballantyne reported on the current hierarchy of the current staff members.

Ms. Sniezek questioned updates regarding the aerobics room floor restoration and if the electrician is lined up and ready. She also had concerns about the storage space regarding the slats for the TRX bolts while flooring is being installed. Mr. Ballantyne stated it takes 3 days to cure flooring, but Mr. Goodman will reach out and verify with the vendor. Ms. Sniezek inquired that it will be 2 ½ weeks of shut down.

E. Field Manager

Mr. Livermore reported that he was approached by the HRT Team about the generator at the front entrance. Tom Wong offered to purchase a generator. Mr. Livermore inquired about hiring an electrician to hardwire a big enough generator for the gate house in case of loss of electricity. He went on to mention the cost for the transfer switch would be \$3,326. Ms. Pozarek stated that she is willing to approve the cost of the transfer switch.

Mr. Livermore went on to inform the Board there are growing issues with the ponds. The Board began discussion of pond issues and current contract remedies.

Mr. Livermore informed the Board of Staff Member Training for new employees along with an announcement to the community about the access control office. The Board went on to include mentioning syncing with Stephanie regarding Member ID and Member Number to ensure no disconnect for residents or tenants.

Ms. Pozarek noticed that an area looks un-mowed and inquired if it could be a part of the wetlands. Mr. Livermore will review.

F. District Manager

Ms. Blandon asked the Board whether they intend to hold a regular meeting or only a workshop on July 28, 2025, at 9:30 a.m. Ms. Sniezek stated she would like to hold a regular meeting to discuss upcoming business items.

Ms. Blandon wanted to discuss the request for public assistance through FEMA for Hurricane Milton. Conference call with new program delivery manager as well as a representative from FDEM. She stated a recommendation was received from FEMA that a request should not be filed because it will likely be denied based off the same response received from Hurricane Ian.

Ms. Blandon explained that the likelihood is that it will be denied because other districts who have appealed for public assistance for damages from Hurricanes Ian and Milton have been denied.

Mr. Goodman inquired if other districts have had any appeals accepted by FEMA, Mr. Cohen informed the Board that in his experience many other districts have not been given assistance unless damage was on public areas, outside of gates.

Ms. Blandon reminded the Board it was their decision to move forward with appeal. After Board discussion regarding spending and successful appeals across other districts, Ms. Blandon encouraged the Board to make a motion, for the record.

On a motion by Ms. Terrana, seconded by Ms. Prozarek, with all in favor, the Board agreed to stop with appeals for Hurricanes Ian or Milton based on the fact they have not been approved and to reduce spending for the Venetian Community Development District.

## **SIXTH ORDER OF BUSINESS**

### **Business Items**

#### **A. Consideration of Proposals for Aquatic Maintenance**

Ms. Blandon sent out the Aquatic Maintenance for bid with 4 responses from current vendor Cross Creek, who provided a proposal for renewal, Premier Lakes, former provider Solitude Management, and Superior Waterway Services. Mr. Cohen noted that the proposals were under the minimum statutory threshold of \$195,000 so no formal bid process was needed.

The Board inquired about why they had made the switch from Solitude Lake Management to Cross Creek. Mr. Smaha informed the Board that Cross Creek's cost and reviews from other CDDs had high approval on performance with no complaints.

The Board also inquired about the budget for the Fiscal Year 2025-2026 for ponds. Ms. Blandon informed Ms. Sniezek the amount was \$52,374.40 with adjustments if necessary. The Board continued to discuss the costs and performance between aquatic maintenance vendor costs. Ms. Blandon went over contract conditions and proposal amount reasoning from vendors. She informed the Board the contract with Cross Creek does not expire until August 31, 2025. Mr. Livermore expressed his support for Solitude Lake Management. The Board proceeded to ask Bill Kurth, Vice President of Premier Lakes, the explanation and reasoning of 72 inspections. Mr. Kurth explained to the Board of the need to be proactive in the treatment maintenance of certain areas. He informed the Board that extra visits were required for desired service with quick response and communication. The Board inquired about the price of proposal including cleaning up current state of ponds. Mr. Kurth proceeded to inform the Board he had proactively checked Golf Course Lake oxygen tests while visiting to figure out unusual fish kill. Mr. Kurth also brought up concerns regarding category 1 and 2 species and vegetation growth in areas of preserve.

The Board decided to discuss Consideration of Proposals for Preserve and Aerator Maintenance at the next meeting on July 28, 2025. Ms. Blandon confirmed the amount for the budget on maintenance of \$44,928. Supervisor Smaha stated he will make a call to coordinate references for maintenance proposals.

#### **B. Discussion Regarding Disbursement of Funds by General Manager,**

Supervisor/Liason and Chair

Discussion moved to July 28, 2025, meeting.

C. Consideration of Grau & Associates Engagement Letter for Consulting Services

The Board discussed engagement letter necessities and costs. Mr. Goodman expressed concerns about receipts and sales tax. The Board agrees to not proceed with Grau & Associates and proposed looking into litigation counsel. Mr. Smaha advised a forensic audit for opinion of possible fraud or illegal activity before litigation. Ms. Blandon recommended turning the issue over to the finance committee to source the forensic audit. She stated the committee can meet with several firms and come back with a recommendation. The Board agreed on more analysis before moving forward and will turn to the committee.

D. Discussion Regarding Bill Approval/Payments Process, Substantiation of Invoices with Receipts/Explanation of Spend.

Mr. Goodman discussed paid bills, invoices and standard operations and procedures. The Board agreed upon a flowchart and checklist for charges.

E. Discussion regarding Purchases/Sales Tax Exempt Status  
Discussion tabled for later date.

F. Discussion and Ratification of Change Orders for River Club Painting and Repairs

The Board discussed the change orders approved for the River Club Painting Project. After discussion and vote, the 4 change orders totaling to \$ 16, 715 were ratified by the Board.

On a motion to ratify by Ms. Snizek, seconded by Mr. Goodman, with all in favor, the Board approved ratification of 4 change orders totaling \$16,715.00.

G. Discussion and Approval of Pool Chemical Control System Upgrade

The Board discussed the proposal presented for the Pool Chemical Control System. Mr. Ballantyne informed the Board that adjustments and updates have been made such as electronics, giving the ability to add chemicals like chlorine to ensure circulation and pump effectiveness. Ms. Pozarek agreed on getting warranty information from vendor.

On a motion by Ms. Pozarek, seconded by Mr. Goodman, with all in favor, the Board Approved the replacement of the existing Pool Chemical Control System as a Reserve item totaling to \$10,300.

H. Discussion and Ratification of Pool Filters Replacement

The Board discussed the replacement of the pool filters that was approved outside of the meeting and the need to move forward. After discussion, the Board ratified the

expenditure totaling to \$ 12,150.00.

On a motion to ratify by Mr. Goodman, seconded by Ms. Snizek, the Board approved to ratify the expenditure for Pool Filter Replacement totaling to \$12,150.00.

I. Discussion of Geo-thermal test results and Plan

Supervisor Goodman discussed the Geo-thermal Test Results and ongoing issues with the well. He informed the Board that the drilling was not enough. He advised that they are going to drill further down and if this does not work, the District will not be charged. Supervisor Goodman agreed to get further clarification on the total cost.

J. Discussion Regarding HVAC/iAIRE System  
Deferred to next meeting, July 28, 2025.

K. Continued Discussion Regarding Vesta Credit Card Expenses, Path Forward  
Deferred to next meeting.

L. Discussion Regarding Painting Monuments  
Deferred to next meeting.

M. Updates on Laurel Road Landscape Design

Ms. Terrana gave an update on the Laurel Road Landscape Project. She advised that the contract has been completed and is pending signature. Tear out will begin on July 28th and a meeting with the City will take place on August 4th to identify the utility lines.

N. Discussion Regarding Re-Landscaping Front of River Club and Circle  
Deferred to next meeting.

O. Consideration of Blue Sky Landscaping Proposal for Pitch Apple Addition

The Board discussed the proposal presented from Blue Sky Landscaping for the Ciltadella barrier. After discussion the Board approved a not to exceed amount of \$ 15,000 for this project.

On a motion by Ms. Terrana, seconded by Mr. Goodman, with all in favor, the Board Approved the proposal for Blue Sky Landscaping for Pitch Apple Addition, not to exceed amount of \$15,000.

**SEVENTH ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of Supervisors' Meeting held on June 11, 2025**

On a motion by Ms. Pozarek, seconded by Ms. Snizek, with all in favor, The Board approved the minutes of the Board of Supervisors Meeting held on June 11, 2025, with changes to line 62 as noted on the record.

**EIGHTH ORDER OF BUSINESS**

**Ratification of the Operations and Maintenance Expenditures for the**



**Month of May, 2025**

On a motion to ratify by Mr. Goodman, seconded by Ms. Sniezek, with all in favor, the Board Approved the ratification of the Operations and Maintenance Expenditures for the Month of May 2025.

**NINTH ORDER OF BUSINESS**

**Consent Items**

**A. Acceptance of Advisory Committee Meeting Minutes**

**1. Racquet Sports Advisory Committee Meeting  
Minutes of April 14, 2025**

On a motion by Ms. Sniezek, seconded by Mr. Terrana, with all in favor, the Board Accepted the Minutes of the RSAC Meeting Minutes of April 14, 2025.

**TENTH ORDER OF BUSINESS**

**ADVISORY COMMITTEE LIASON  
REPORT**

Supervisor Pozarek advised the Board that the concept plans for La Sala will be presented at the next meeting.

**ELEVENTH ORDER OF BUSINESS**

**Business Items Continued**

**P. Follow up Discussion Regarding Amenities Manager and Path Forward**

The Board discussed the presentations by the Amenity Management Companies at the prior meeting. Supervisor Goodman spoke about the Bobby Jones contract exclusions for previous 3 years. Moving forward with the new proposed contracts, Mr. Goodman reported goals and objectives twice a year set by Bobby Jones. The Board discussed whether or not a new contract template would be needed. The Board then worked on an evaluation criteria in order to score the presentations. There was extensive discussion regarding each vendor and impressions were provided. After extensive review and discussion, Supervisor Pozarek agreed to make the changes to the crfiteria agreed upon and will circulate them.

Supervisor Smaha shared that there will be a struggle to perform an audit of Vesta Management spending by the next meeting. The Board agreed to have discussion next meeting to decide whether to proceed.

Supervisor Pozarek advised that Hampton Golf will provide a financial proposal prior to July 21st.

Supervisor Goodman advised that he would ask Bobby Jones to provide an updated estimate and he will obtain clarification on their 3 year contract minimum as well as the out clause.

Supervisor Smaha mentioned he spoke to members of Laurel Oaks for references

regarding how their club is managed.

**EIGHTH ORDER OF BUSINESS**

**SUPERVISOR REQUESTS AND  
COMMENTS**

Supervisor Sniezek informed the Board that there were two broken umbrellas sent out for repairs. She advised that upon review there were three broken umbrellas found in the storage locker that had not been sent out for repairs. After discussion, the General Manager informed the Board that he is having an inventory conducted and will ensure that the umbrellas are repaired.

Supervisor Goodman informed the Board that there is an issue with the AC Vendor. He informed the Board that they do not want to honor the contract, and the General Manager is working on this. He informed the Board that the roofing repairs will begin shortly and that the flat roofs on the River Club may have to be re-done but they won't know until they are up there.

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Blandon stated that there was no further business to come before the Board and asked for a motion to adjourn.

On a Motion by Ms. Terrana, seconded by Mr. Sniezek, with all in favor, the Board adjourned the Meeting at 12:29 p.m., for the Venetian Community Development District.
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\_\_\_\_\_  
Secretary / Assistant Secretary

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Chairman / Vice Chairman

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## 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, July 28, 2025, at 9:39 a.m.** at Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275.

Present and constituting a quorum were:

Jill Pozarek	<b>Board Supervisor, Chair</b>
Cheryl Harmon Terrana	<b>Board Supervisor, Vice Chair</b>
Cyndi Sniezek	<b>Board Supervisor, Assistant Secretary</b>
Rich Goodman	<b>Board Supervisor, Assistant Secretary</b>
Ken Smaha	<b>Board Supervisor, Assistant Secretary (via Teams)</b>

Also, present were:

Belinda Blandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Zachary Grubb	<b>Administrative Assistant</b>
Andrew Cohen	<b>District Counsel – Persson, Cohen, Mooney, Fernandez &amp; Jackson, P.A.</b>
Rick Schappacher	<b>District Engineer – Schappacher Engineering (via Team)</b>
John Fowler	<b>Landscape Inspection Svcs.</b>
Keith Livermore	<b>VCDD Field Manager</b>
Kelso Ballantyne	<b>General Manager, River Club</b>

Audience

### FIRST ORDER OF BUSINESS

#### Call to Order

Ms. Blandon called the meeting to order and conducted the roll call. Ms. Blandon announced that Supervisor Smaha would be attending the meeting via Teams.

On a motion by Ms. Sniezek, seconded by Ms. Pozarek, with all in favor, the Board Approved Supervisor Smaha to participate and vote via Teams to the Board of Supervisor's Meeting, for the Venetian Community Development District.

### SECOND ORDER OF BUSINESS

#### Pledge of Allegiance

Ms. Blandon led the Board and audience to recite the pledge of allegiance.

### **THIRD ORDER OF BUSINESS**

#### **Public Comment**

Ms. Blandon opened the floor for public comment.

Resident Barbara Silkworth began her comment by going over the POA compliance process. She mentioned phases 1 through 3, which will start being identified by the community to inform the Board of Supervisors of issues around the community. Ms. Silkworth also introduced the new HOA manager and her experience.

Resident Darlene Schimberg thanked Keith Livermore's persistence to resolve the pond issue. The issue is not fully resolved but Mr. Livermore will give recommendations on how to further resolve issues such as a bad odor. Ms. Schimberg then mentioned the increase in fees for the next fiscal year and inquired about previous assessments and how the funds are spent. Ms. Schimberg stated she will wait until the meeting in August to ask further questions regarding the assessments. She went on to mention comments and decisions by the Board should be made clearer in communication with each other to ensure efficiency. Ms. Schimberg also mentioned the Board should consider more options with additional information regarding the new management of the River Club.

### **FOURTH ORDER OF BUSINESS**

#### **Hurricane Response Team Update**

Ms. Pozarek informed the Board that the Hurricane Response Team Update should be taken off agenda until further notice.

### **FIFTH ORDER OF BUSINESS**

#### **Staff Reports**

#### **A. Landscape Inspection Services**

John Fowler went over his landscape report from July 1, stating upon request that his inspection begins at the beginning of each month instead of the end of the month for the landscape committee's review.

Mr. Fowler began by going through the community, mentioning the recent rain has caused issues with the turf filling in with weeds also stating pruning maintenance is behind. Mr. Fowler mentioned weeds started to take over Medici berm on Laurel Road. He also stated the weeds behind the berms on Veneto Boulevard need treatment as well and the Crepe Myrtles in front of the guard house have been completed but jasmine still needs to be pruned. He mentioned the firebush at the lift station still needs to be treated. Mr. Fowler then explained the roundabouts also require treatment of weeds and the awabuki have drought stress which he will continue to monitor. Also mentioned were the Foxtail ferns at Cipriani Way monument needing treatment and the declining Crinum Lillies on Ciltadella have insect damage which need to have dead or damaged leaves removed, Mr. Fowler recommends removing and replacing Crinum Lillies after reoccurring issue. Mr. Fowler ended his report by mentioning there were restrictions in completing his detail check due to caution tape from painting.

#### **B. District Engineer**

Mr. Schappacher reported that the Lank Bank restoration vendor will be back later

this week to complete the work on the south bank of Pond #7 and Bella Vista Circle. He also mentioned an update on the parking lot paving, which was checked prior to the meeting, has an issue in an area that was most likely caused by vendors who will come back to heat and reseal issue. He went on to mention that the vendor can also provide an update on the speed bumps during the same visit. Supervisor Sniezek inquired about incremental costs for repair. Mr. Schappacher informed the Board that the vendor will provide at time of visit. The Board then requested a 60-day time frame to preform parking lot maintenance along with the installments of speed bumps, stop signs and gate arms at entrance and exits.

On a motion by Ms. Sniezek, seconded by Mr. Goodman, with all in favor, subject to preparation of documentation as necessary, not to exceed \$10,000, the Board authorized the Chair to expend the installation of 6 speed bumps and stop signs for entrances and exits.

C. District Counsel

Mr. Cohen began his report with regards to the history with Vesta Management. He mentioned he reached out to a litigation attorney to discuss the issue. He has 3 forensic accounting firm resources, and the attorney would be willing to handle the investigation, directly working with the forensic accounting firm. Mr. Cohen mentioned it is important to preserve the information for Counsel and the Board proceed to re-open discussion.

Mr. Goodman feels the need to consult with a litigation attorney is necessary to find out their rights. Ms. Terrana shared her view to engage a litigation attorney through District Counsel prior to engaging a forensic accountant as well.

On a motion by Mr. Goodman, seconded by Ms. Pozarek, with all in favor, the Board authorized District Counsel to correspond with the litigation attorney and authorized Ms. Pozarek to execute engagement to send a preservation of evidence letter.

Ms. Sniezek continued by inquiring Land Counsel about political attire at the Venetian River Club. Mr. Cohen replied by stating that the current existing rules and regulations are content neutral and there were no specific rules regulating political content of attire.

D. River Club

Mr. Ballantyne reported on current projects underway, starting with finding a specific mount for the Kitchen Salamander equipment which a company will survey and install later this week. Mr. Ballantyne went on to mention independent contracts regarding staff entitled to 50% of their pay while the River Club and Fitness Center are closed. He will send correspondence accordingly.

The next project mentioned by Mr. Ballantyne was the Fitness Club update, stating they are finishing the final project items such as the electrical outlets and placing the order for planking. Mr. Ballantyne went on to mention the bee hive issue behind the Bell Tower, informing the Board of preparation for the vendor to resolve the issue.

Mr. Ballantyne also mentioned the water leak at the Tennis Courts was fixed but the high temperature of the pool was still ongoing stating the Geo-Thermal drilling should have date set by end of week, if not repaired by next weekend the vendor will not charge extra if Geo-Thermal is not fixed.

Mr. Ballantyne went on to mention the Tropitone vendor bids regarding broken

umbrellas. He informed the Board they are still down 2 umbrellas on the pool deck and recommends replacing them if Tropitone cannot repair. Mr. Ballantyne will have other bids by Wednesday, July 30.

Lastly mention, Mr. Ballantyne reported on the sound barriers for Pickle Ball Courts and will keep the Board informed, then reported on the Hurricane response procedures and cost analysis.

The Board then began discussion regarding the high pool temperature, asking Mr. Ballantyne to reach out to the Health Department about possible health safety concerns stating possible pool closure.

E. Field Manager

Mr. Livermore reported that he will send correspondence to the community about the new admin with the hours of operations to ensure members are informed that Member ID and guest cards can be obtained Monday through Friday from 1pm to 5pm, syncing with Mr. Livermore's schedule.

F. District Manager

Ms. Blandon reported on the progress of project withdraws with FEMA and will be finished by this week. She went on to update the Board that the audit has been delayed due to documentation issues with Vesta who had been asked to provide additional documentation such as back up invoices but is close to wrapping up the final request and will notify the Board once the draft is issued.

Ms. Blandon stated that she will reach out to the Board in the event that any documentation information requested is unobtainable. Mr. Goodman inquired about the timeframe of the request of information in which Ms. Blandon responded it has been 2 weeks and could be due to the transition between accountants who may not have information regarding requested invoices.

Ms. Blandon then inquired if the Board will be holding a workshop meeting on August 11, 2025. The Board then agreed upon having a workshop meeting for that date. Ms. Blandon informed the Board that, if needed, she will update the financial information and budget worksheets and will submit them to the Board for review before the workshops and Public Hearing.

## SIXTH ORDER OF BUSINESS

### Business Items

A. Consideration of Proposals for Aquatic, Preserve and Aerator Maintenance

The Board began discussion on the overview of the Aquatic, Preserve and Aerator Maintenance proposals. Mr. Smaha reported on negotiations with Premier Lakes regarding all 3 categories. The Board's preferred vendor is Premier Lakes, however, the proposal was outside the current budget and expected cost. The Board agreed to eliminate Crosscreek as their maintenance vendor and considered Solitude Lake Management and Premier Lakes for all 3 maintenance categories.

Mr. Smaha mentioned the number of visits proposed by each vendor, stating Solitude would visit 60 times per year and Premier Lakes visiting 72 times. The Board then had a discussion regarding the number of visits and the price of proposals.

Mr. Smaha then inquired about splitting maintenance categories between both vendors to save on costs to which Mr. Goodman expressed his concerns about the lower number of visits. Mr. Smaha stated he will continue to negotiate with Premier Lakes about a proposal for all 3 categories and report back to the Board next meeting.

Bill Kurth from Premier Lakes replied to an inquiry about considering a reduction of their proposal. Mr. Kurth stated he will speak to the President of Premier Lakes and inform Mr. Smaha for further negotiation. The Board then agreed to make a decision at the next meeting, August 11, 2025.

The Board took a brief recess at 10:45 a.m. and was back on record at 10:55 a.m.

Mr. Smaha continued discussion mentioning the pricing difference between Premier Lakes maintaining all 3 maintenance categories and splitting categories between Premier Lakes and Solitude Lake Management. He went on to mention there were 2 other companies, Florida Aquatic Solutions and Aquatic Weed Control. Mr. Goodman stated that timing was a concern. Ms. Terrana stated that the current contract is in effect until August 31st. The Board discussed budget concerns and splitting maintenance categories between vendors. Mr. Cohen inquired about potential problems using multiple vendors for maintenance. Mr. Livermore informed Mr. Cohen and the Board that there have been problems previously between vendors when splitting maintenance responsibilities.

The Board then agreed to have Mr. Smaha continue negotiations with Premier and will report back to the Board at next meeting.

B. Discussion and Review of Concept Plans for La Sala

Ms. Pozarek introduced the AODK architect and Nancy Spokowski for the La Sala project, who then proceeded to present the concept plans for the Board's review.

Ms. Pozarek thanked everyone for their hard work.

Ms. Sniezek thanked the La Sala work group.

The Board took a brief recess at 11:59 a.m. and was back on record at 12:07 p.m.

Mr. Goodman thanked the La Sala work group.

C. Discussion and Review of Evaluation Criteria and Scoring of Amenity Management Company Presentations/Proposals

The Board discussed the evaluation criteria for the Amenity Management Company Presentations and proposals. Each Board Member provided feedback on their reference checks and provided details of the pros and cons for each company. The Board discussed their frustrations with the current company and outlined ongoing issues. After discussion and vote the Board decided to terminate the relation with Vesta, providing 60-day notice as per the contract. Notice to be prepared by District Counsel.

On a motion by Ms. Pozarek, seconded by Mr. Goodman, with all in favor, the Board voted to end the relation with Vesta Management and have Counsel provide 60 days notice.
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D. Consideration of Proposal for River Club Management

The Board discussed how the transition between management companies will proceed. The Board went over having a 30-day overlap of management to make an easier transition for the new management company and staff regarding system procedures, employee pay and benefits.

Upon further discussion, the Board inquired about the effective contract date and how to proceed with structuring the management company's contract.

On a motion by Ms. Terrana, seconded by Ms. Pozarek, with all in favor, the Board selected Hampton Golf as the successor to manage the amenities club with the start date to be negotiated, subject to preparation of contract by Counsel.

E. Consideration of Tennis Court Maintenance Proposal

Ms. Sniezek stated that in the workshop meeting conversation, the Board had agreed that the work for the Tennis Court needs to be done. They agreed to regrade all of courts and redo lines, not to exceed \$30,000 with \$18,000 in expense and \$12,000 from reserves. Work to begin in the new Fiscal Year, October 1, 2025.

On a motion by Ms. Sniezek, seconded by Ms. Pozarek, with all in favor, the Board approved to begin the work for the tennis court maintenance in the new Fiscal Year, October 1, 2025, with not to exceed \$30,000, subject to preparation of contract from District Counsel.

F. Consideration of Monument Painting

No action taken.

Mr. Goodman requests adding an agenda item to the next meeting for discussion of monument painting and bids.

G. Discussion and Review Regarding Pool Gate Times

The Board decided during the workshop meeting that the 3 pool gates will close at 9pm and re-open at 7:25am with the agreement that the privacy managers will lock the pro shop at 11pm and reopen at 5am, giving members access into the fitness center, aerobic rooms and locker rooms. The Board went on to discuss that pool hours per administrative code are staying the same. Pool staff will still have plenty of time to maintain the pool along with giving the admin and privacy managers access to monitor pool if necessary.

**SEVENTH ORDER OF BUSINESS**

**Ratification of the Operations and  
Maintenance Expenditures for the  
Month of June, 2025**



On a motion to ratify by Ms. Prozarek, seconded by Ms. Terrana, with all in favor, the Board Approved the ratification of the Operations and Maintenance Expenditures for the Month of June 2025.

**EIGHTH ORDER OF BUSINESS**

**Consent Items**

**A. Acceptance of Advisory Committee Meeting Minutes**

- 1. Racquet Sports Advisory Committee Meeting  
Minutes of June 9, 2025**
- 2. Social and Dining Advisory Committee Meeting Minutes  
of May 14, 2025**

On a motion by Ms. Prozarek, seconded by Ms. Snizek, with all in favor, the Board Accepted the Minutes of the RSAC Meeting Minutes of June 9, 2025, and the Minutes of the Social and Dining Advisory Committee Meeting Minutes of May 14, 2025.

**NINTH ORDER OF BUSINESS**

**ADVISORY COMMITTEE LIASON  
REPORT**

Mr. Smaha reported on the Strategic Planning work group, who concluded their final draft and will send to the board before the next meeting.

Mr. Goodman mentioned a conversation with a resident who had concerns regarding his road. Mr. Goodman approved the paving of the road and wants to work with the county later down the road to ensure there are no future issues.

Ms. Terrana reported that the tear-out on Laurel Road starts today. She stated she signed the contract, not to exceed \$15,000, for tear-out on Ciltidela in order to get Pitch Apples planted. Ms. Terrana also mentioned landscape is in progress regarding the cul-de-sac of Maestre Court.

Mr. Smaha inquired about discussion of whether there was a request to change direction for the Finance Committee concerning review of accounting firms. Mr. Cohen informed Mr. Smaha that the litigation attorney he has spoken with will handle the matter.

**TENTH ORDER OF BUSINESS**

**SUPERVISOR REQUESTS AND  
COMMENTS**

There were no Supervisor requests or comments at this time.

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Blandon stated that there was no further business to come before the Board and asked for a motion to adjourn.

On a Motion by Ms. Pozarek, seconded by Mr. Goodman, with all in favor, the Board

adjourned the Meeting at 1:12 p.m., for the Venetian Community Development District.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman