

Venetian Community Development District

Board of Supervisors' Meeting November 10, 2025

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

www.venetiancdd.org

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors Jill Pozarek Chairman

Cheryl Harmon Terrana Vice Chairman

Ken Smaha Assistant Secretary
Cyndi Sniezek Assistant Secretary
Rich Goodman Assistant Secretary

District Manager Belinda Blandon Rizzetta & Company, Inc.

District Counsel Andy Cohen Persson, Cohen, Mooney,

Fernandez & Jackson, P.A.

District Engineer Rick Schappacher Schappacher Engineering

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

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

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

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

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

District Office · Ft. Myers, Florida · (239) 936-0913

Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.venetiancdd.org

November 3, 2025

Board of Supervisors Venetian Community Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Venetian Community Development District will be held on Monday, November 10, 2025, at 9:30 a.m. at the Venetian River Club located at 502 Veneto Boulevard, North Venice, Florida 34275. The following is the agenda for this meeting:

- 1. **CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE
- 3. **PUBLIC COMMENT**
- 4. **COMMITTEE REPORTS**
 - Α. **Facilities Advisory Committee**
 - В. Racquet Sports Advisory Committee
 - Landscaping Advisory Committee C.

5. STAFF REPORTS

- Landscaping Inspection Services Α.
- **District Engineer** В.
- C. **District Counsel**
- D. River Club
- E. Field Manager
- F. **District Manager**

6. **BUSINESS ITEMS**

D.

- Discussion Regarding River Club Golf Cart Decal Process Α.
- Discussion of Process for Suspending River Club Access B. for Delinquent Club Accounts
- Discussion Regarding Resident Access to the Community C. and Amenities
- Continued Public Hearing to Consider the Adoption of Amending the District's Rules for Use of River Club Facilities

Review and Consideration of River Club Rules and 1. Regulations

Tab 1

Tab 2

- Consideration of Resolution 2026-02, Amending the 2. District's Rules for Use of the River Club Facilities
- E. Consideration of Resolution 2026-03, Amending the General Fund/River Club Fund Budget for Fiscal Year 2024-2025
- F. Discussion and Review of 2025 Fiscal Year End **Financial Statements**

	G. H.	Discussion Regarding Fence Estimates for Laurel Road, West of Veneto Blvd October 2025 – 3 rd Quarter Website Audit	Tab 3 Tab 4
7.	BUSII A.	NESS ADMINISTRATION Consideration of the Minutes of the Board of Supervisors' Meeting Held on October 27, 2025	Tab 5
8.	CONS	SENT ITEMS	
	A.	Acceptance of Advisory Committee Meeting Minutes	Tab 6

- 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



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.
- Food, beverage, merchandise, and services of the River Club may be paid for via a River Club account (billed monthly) or by paying with credit card at the time of service. Credit card use at the Venetian River Club is subject to a convenience fee. The River Club Manager does not accept cash as a form of payment.
- 3. All River Club accounts shall be billed monthly by the 5th of each month, and each account shall be due and payable by one of the payment options below on the 15th 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 for monthly payment of River Club accounts are as follows:

ACH withdraw/automatic bank withdrawal – To enroll in this system you must fill out an ACH authorization form which may be obtained at the River Club front desk or by emailing: billing@venetianriverclub.com. Once enrolled, you will receive your Club statements by email and will have until the 14th 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 – checks may be dropped off at the River Club billing office or with the front desk at the Club. Checks can be mailed to: Venetian River Club Billing Department, 502 Veneto Blvd, North Venice, FL 34275

Credit Card – Credit card payment may be made by using the link provided on the River Club website. Credit card use for payment of River Club accounts is subject to a convenience fee.

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.

- 4. 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.
- 5. In the event a Member's account remains unpaid for a period of thirty (30) 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.
- 6. For delinquent accounts, the River Club Owner may, at its option, take whatever action it deems necessary to effect collection including suspension of River Club privileges, suspension of RFID gate access and legal action. 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.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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. Credit card use at the Venetian River Club is subject to a convenience fee. 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 and will be subject to the River Club's delinquent account policy in the above section.

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. Credit card use at the Venetian River Club is subject to a convenience fee. 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. A maximum of two (2) access cards per household can be in use at any time. Each access card will have a maximum active term of three weeks. 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.

Golf Cart Use on River Club Property

Effective January 1, 2026, the River Club will require <u>all</u> golf carts and Low Speed Vehicles (LSVs) entering on or parking at the River Club property to meet the following conditions:

- 1. All golf carts and LSTs must display on the rear right fender an identifying decal issued by the River Club Manager (is there a fee?).
- 2. In order to obtain a River Club Decal:
 - a. You must provide proof of liability insurance on the vehicle.
 - b. You must sign a form attesting that you and anyone operating that identified vehicle will abide applicable traffic laws, signage for handicap access and fire lanes, and that you will otherwise observe Florida state law
 - c. that the golf cart driver has a valid driver's license or is over the age of 18.

Failure to comply with the above could result in revocation of River Club amenity privileges.

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. Entertainers must meet River Club insurance requirements.

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.

Lunch Dress Code	Brunch & Dinner Dress Code
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

 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, 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.
- 6. The Tennis Facility is a non smoking and non vaping area.
- 7. 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.
- 8. 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.

- 9. 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)
- 10. 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.
- 11. 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.

League and/or interclub tennis events involving non-members are not permitted before 11:00AM.

Up to four (4) tennis courts may be reserved for league and/or interclub tennis events that include non-members. Courts for this purpose must be reserved by tennis staff or River Club management. If additional courts are desired, a member is responsible to reserve the additional courts under standard court booking rules.

- 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.

<u>Two Up/Two Down</u> - 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.

<u>Four Up/Four Down</u> - 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 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) 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 aformentioned 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. Hourlong 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 <u>before</u> sunset until 1/2 hour <u>after</u> 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

- 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

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)	

Group Classes require a minimum number of participants. If minimum number not met, class will be rescheduled in order to fill.

Min of 4 participants required \$20 per hour, per person, per class

Min of 6 participants required \$15 per hour, per person, per class (Periodic Specialty Classes, ie: Triples Cardio requires 6 min/max participants)

Min of 8 participants required \$15 per hour, per person, per class (Periodic Specialty Class Offer, requires min of 8 participants)

Tennis Camp [Adult]	Min of 4 participants required \$20 per hour x # of camp hours per day, per person (Total based on camp duration package) Drop-In Rate (per participant) \$25 per hour x # of camp hours that day, per person (Based on Drop-Ins)
Tennis CAMP (Specialty)	Min of (tbd) participants \$tba per hour x # of camp hours per day, per person (Total based on camp duration package) Drop-In Rate (per participant) \$tba per hour x # of camp hours that day, per person (Based on Drop-Ins)

Fitness Classes

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

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

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN COMMUNITY DEVELOPMENT DISTRICT AMENDING THE DISTRICT'S RULES FOR USE OF ITS RIVER CLUB FACILITIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR REPEAL OF RULES IN CONFLICT THEREWITH.

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

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

WHEREAS, the District has previously adopted River Club Rules and Regulations for which it now desires to make certain amendments and revisions to the River Club Rules and Regulations (hereinafter referred to as the "Rules"); and

WHEREAS, the revised Rules, attached hereto as Exhibit A, and incorporated herein by reference, are for immediate use and application, having been adopted by the District Board of Supervisors after a duly noticed continued public hearing on November 10. 2025.

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

SECTION 1. The Board of Supervisors hereby adopts the revised Rules, attached as Exhibit A. The Rules referenced herein shall stay in full force and effect until such time as the Board of Supervisors may amend, rescind, or repeal the attached in accordance with Chapter 190, Florida Statutes, and other applicable law.

SECTION 2. District staff has provided notice to the general public in accordance with Chapters 120 and 190, Florida Statutes, and scheduled a continued public hearing before the Board of Supervisors.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective immediately upon its passage and shall remain in effect unless rescinded or repealed.

SECTION 5. This Resolution shall repeal all previously adopted rules to the extent that they are in conflict.

PASSED AND ADOPTED this 10th day of November, 2025.

ATTEST:	VENETIAN COMMUNITY DEVELOMENT DISTRICT		
Secretary / Assistant Secretary	Chair / Vice Chair		

Exhibit A: Amended River Club Rules and Regulations

Exhibit A

Amended River Club Rules and Regulations

Tab 2

RESOLUTION 2026-03

A RESOLUTION AMENDING THE VENETIAN COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FOR FISCAL YEAR 2024-2025

WHEREAS, the Board of Supervisors, hereinafter referred to as the "Board", of the Venetian Community Development District, hereinafter referred to as the "District", adopted a General Fund Budget for Fiscal Year 2024-2025; and

WHEREAS, the Board desires to reallocate funds budgeted and to re-appropriate Revenues and Expenses approved during the Fiscal Year; and

WHEREAS, after a duly noticed meeting of the Board and receipt of public input, if any;

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

1. The General Fund Budget for Fiscal Year 2024-2025 is hereby amended in accordance

	with Exhibit "A" attached.			
2.	This resolution shall become effective this	day of	, 2025.	
ATTEST:		Board of Supervisors Venetian Community Development District		
Secret	rary/Assistant Secretary	Jill Pozare Chair	ek	

Exhibit A

Tab 3



9414440496 | bethany@levelupfencing.com | www.levelupfencing.com

RECIPIENT:

Keith Livermore

502 Veneto Boulevard Nokomis, Florida 34275

Quote #2970	
Sent on	Oct 28, 2025
Total	\$28,631.15

Product/Service	Description	Qty.	Unit Price	Total
Install 1477ft 6'H Green Chain Link One Gate	2" X 9GA X 6' HIGH GREEN VINYL CHAINLINK	1	\$28,631.15	\$28,631.15

Total

\$28,631.15

This is to install 1477ft of green 6'H chain-link with one gate over the sidewalk, this fence will start on the tree line behind the tee box and end at the automatic gate at the entrance.

3% Credit Card Processing Fee will be assessed to final invoice if credit card is used for payment.

There is no fee for ACH, Zelle, or Check Payments.

ACH can be completed through the link provided with your estimate.

Zelle email is: dcusack@levelupfencing.com

Wisetack financing will have a processing fee of 3.9% assessed to the final invoice.

Paper Checks should be made out to: Level Up Fencing and mailed to 6300 Tower Lane Unit 3, Sarasota, FL 34240 Level Up Fencing is not responsible for damages to any non-public utilities damaged during the installation process. It is the due diligence responsibility of the property owner to make the installers aware of any and all underground plumbing, wires, or any other utilities that may be disrupted in the digging process.

Property Owner, or a representative thereof must be present for a final walkthrough upon completion of the project at the time of completion. If you are unable to attend your final walkthrough, please contact the office to set up a virtual walkthrough either via FaceTime or photos. Failure to inform Level Up ahead of time if you are unable to attend your final walkthrough will automatically permit the use of photos to our Quality Control Department to assess job completeness. Any items of concern that arise after final walkthrough will be deemed a warranty visit, and will require a scheduled appointment to assess only after the final invoice has been paid in full.

811 will be called 3 days prior to scheduled installation date.

Special order materials are non-refundable / non-returnable.

Failure to pay final invoice within 7 days of completion will result in \$150 late fee being assessed.

2-year craftsmanship warranty activates once final invoice has been paid in full. Transferable material warranty for Vinyl and Aluminum also activates once final invoice paid in full. Natural disaster damages not covered by warranty(s).

Repair work not covered by warranty unless new materials installed by Level Up Fencing were used for repair. Re-used materials not covered by warranty. Level Up Fencing is not responsible for any portion of fence not included in original estimate for repair work.

Property owner is responsible for permit application if applicable.

Homeowner agrees indemnify (collectively "Indemnify" and "Indemnification") Level Up Fencing LLC, its subcontractors ("Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses [of or by a third party OR whether or not involving a claim by a third party], including but not limited to reasonable attorneys' fees and costs (collectively, "Claims"), actually or allegedly, directly or indirectly, arising out of or related to accidental damages to public utilities. Homeowner acknowledges that 811 has been contacted for marking of public utilities prior to work beginning, however, this does not guarantee that all lines are accurately marked. Level Up Fencing LLC is not responsible for accidental damage to public utilities and assumes no responsibility or negligence for any damages caused to underground utilities during the installation process.

We understand that circumstances may arise requiring the cancellation or modification of your fencing project. To ensure fairness to all parties and to account for resources allocated, we have established the following cancellation policy:

^{**}Cancellation Policy**



9414440496 | bethany@levelupfencing.com | www.levelupfencing.com

1. **Notice Period: **

* Cancellations or requests to significantly alter a submitted purchase order or scheduled installation (including changes to materials or design) must be provided in writing at least 5 business days prior to the scheduled project start date or material order date, whichever comes first, to avoid cancellation fees. Special order materials cannot be cancelled, returned, or modified once ordered.

2. **Cancellation Fees: **

- * If a cancellation occurs with less than 5 business days' notice, a cancellation fee of \$200 may be applied for standard material projects.
- * This fee is intended to cover costs incurred, which may include, but are not limited to, special ordered materials, restocking fees, administrative expenses, labor allocation, and other specialty items as determined by Level Up Fencing in its reasonable discretion.



9414440496 | bethany@levelupfencing.com | www.levelupfencing.com

RECIPIENT:

Keith Livermore

502 Veneto Boulevard Nokomis, Florida 34275

Quote #2971	
Sent on	Oct 28, 2025
Total	\$19,437.00

Product/Service	Description	Qty.	Unit Price	Total
Install 1007ft 6'H Green Chain Link	2" X 9GA X 6' HIGH GREEN VINYL CHAINLINK	1	\$19,437.00	\$19,437.00

A deposit of \$9,718.50 will be required to begin.

Total

\$19,437.00

This is to install 1007ft of green 6'H chain-link this fence will start on the tree line behind the tee box and end at the road this one does not go back to the gate area.

3% Credit Card Processing Fee will be assessed to final invoice if credit card is used for payment.

There is no fee for ACH, Zelle, or Check Payments.

ACH can be completed through the link provided with your estimate.

Zelle email is: dcusack@levelupfencing.com

Wisetack financing will have a processing fee of 3.9% assessed to the final invoice.

Paper Checks should be made out to: Level Up Fencing and mailed to 6300 Tower Lane Unit 3, Sarasota, FL 34240 Level Up Fencing is not responsible for damages to any non-public utilities damaged during the installation process. It is the due diligence responsibility of the property owner to make the installers aware of any and all underground plumbing, wires, or any other utilities that may be disrupted in the digging process.

Property Owner, or a representative thereof must be present for a final walkthrough upon completion of the project at the time of completion. If you are unable to attend your final walkthrough, please contact the office to set up a virtual walkthrough either via FaceTime or photos. Failure to inform Level Up ahead of time if you are unable to attend your final walkthrough will automatically permit the use of photos to our Quality Control Department to assess job completeness. Any items of concern that arise after final walkthrough will be deemed a warranty visit, and will require a scheduled appointment to assess only after the final invoice has been paid in full.

811 will be called 3 days prior to scheduled installation date.

Special order materials are non-refundable / non-returnable.

Failure to pay final invoice within 7 days of completion will result in \$150 late fee being assessed.

2-year craftsmanship warranty activates once final invoice has been paid in full. Transferable material warranty for Vinyl and Aluminum also activates once final invoice paid in full. Natural disaster damages not covered by warranty(s).

Repair work not covered by warranty unless new materials installed by Level Up Fencing were used for repair. Re-used materials not covered by warranty. Level Up Fencing is not responsible for any portion of fence not included in original estimate for repair work.

Property owner is responsible for permit application if applicable.

Homeowner agrees indemnify (collectively "Indemnify" and "Indemnification") Level Up Fencing LLC, its subcontractors ("Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses [of or by a third party OR whether or not involving a claim by a third party], including but not limited to reasonable attorneys' fees and costs (collectively, "Claims"), actually or allegedly, directly or indirectly, arising out of or related to accidental damages to public utilities. Homeowner acknowledges that 811 has been contacted for marking of public utilities prior to work beginning, however, this does not guarantee that all lines are accurately marked. Level Up Fencing LLC is not responsible for accidental damage to public utilities and assumes no responsibility or negligence for any damages caused to underground utilities during the installation process.

^{**}Cancellation Policv**



9414440496 | bethany@levelupfencing.com | www.levelupfencing.com

We understand that circumstances may arise requiring the cancellation or modification of your fencing project. To ensure fairness to all parties and to account for resources allocated, we have established the following cancellation policy:

1. **Notice Period: **

* Cancellations or requests to significantly alter a submitted purchase order or scheduled installation (including changes to materials or design) must be provided in writing at least 5 business days prior to the scheduled project start date or material order date, whichever comes first, to avoid cancellation fees. Special order materials cannot be cancelled, returned, or modified once ordered.

- 2. **Cancellation Fees: ** If a cancellation occurs with less than 5 business days' notice, a cancellation fee of \$200 may be applied for standard material projects.
- This fee is intended to cover costs incurred, which may include, but are not limited to, special ordered materials, restocking fees, administrative expenses, labor allocation, and other specialty items as determined by Level Up Fencing in its reasonable discretion.



LEVEL UP FENCING LLC

9414440496 | bethany@levelupfencing.com | www.levelupfencing.com

RECIPIENT:

Keith Livermore

502 Veneto Boulevard Nokomis, Florida 34275

Quote #2972	
Sent on	Oct 28, 2025
Total	\$62,989.89

Product/Service	Description	Qty.	Unit Price	Total
IDP+ 6Wx6'H 4R Spear Panel Blk 3/4" x .045" Pkt PB		248	\$194.535	\$48,244.68
IDP 2" x 106" 4R Line Post Blk f/6' 4R Spr Pkt StgSpr PB.060"		247	\$50.96	\$12,587.12
IDP 2" x 106" 4R End Post Blk f/6' 4R Spr Pkt StgSpr PB.060"		2	\$50.96	\$101.92
IDP 2" x 106" 4R Gate Post Blk f/6' 4R Spr Pkt StgSpr PB.060"		2	\$90.03	\$180.06
CTASL 6'Wx6'H Grg 4RSprSWG Blk (sidewalk)	3/4" x .045" Pkt PB 4R Spear Georgetown Select Black	1	\$626.11	\$626.11
concrete		125	\$10.00	\$1,250.00

A deposit of \$31,494.95 will be required to begin.

Total \$62,989.89

This is to install 1477ft of 6'H commercial grade 4 rail black aluminum spear top with one gate over the sidewalk, this fence will start on the tree line behind the tee box and end at the automatic gate at the entrance.

3% Credit Card Processing Fee will be assessed to final invoice if credit card is used for payment.

There is no fee for ACH, Zelle, or Check Payments.

ACH can be completed through the link provided with your estimate.

Zelle email is : dcusack@levelupfencing.com

Paper Checks should be made out to :Level Up Fencing and mailed to 6300 Tower Lane Unit 3, Sarasota, FL 34240 Level Up Fencing is not responsible for damages to any non-public utilities damaged during the installation process. It is the due diligence responsibility of the property owner to make the installers aware of any and all underground plumbing, wires, or any other utilities that may be disrupted in the digging process.

Property Owner, or a representative thereof must be present for a final walkthrough upon completion of the project at the time of completion. If you are unable to attend your final walkthrough, please contact the office to set up a virtual walkthrough either via FaceTime or photos. Failure to inform Level Up ahead of time if you are unable to attend your final walkthrough will automatically permit the use of photos to our Quality Control Department to assess job completeness. Any items of concern that arise after final walkthrough will be deemed a warranty visit, and will require a scheduled appointment to assess only after the final invoice has been paid in full.

811 will be called 3 days prior to scheduled installation date.

Special order materials are non-refundable / non-returnable.

Failure to pay final invoice within 7 days of completion will result in \$150 late fee being assessed.

2 year craftsmanship warranty activates once final invoice has been paid in full. Transferable material warranty for Vinyl and

1 of 2 pages



LEVEL UP FENCING LLC

9414440496 | bethany@levelupfencing.com | www.levelupfencing.com

Aluminum also activates once final invoice paid in full. Natural disaster damages not covered by warranty(s). Repair work not covered by warranty unless new materials installed by Level Up Fencing were used for repair. Re-used materials not covered by warranty. Level Up Fencing is not responsible for any portion of fence not included in original estimate for repair work.

Property owner is responsible for permit application if applicable.



LEVEL UP FENCING LLC

9414440496 | bethany@levelupfencing.com | www.levelupfencing.com

RECIPIENT:

Keith Livermore

502 Veneto Boulevard Nokomis, Florida 34275

Quote #2973	
Sent on	Oct 28, 2025
Total	\$42,134.12

Product/Service	Description	Qty.	Unit Price	Total
IDP+ 6Wx6'H 4R Spear Panel Blk 3/4" x .045" Pkt PB		168	\$194.535	\$32,681.88
IDP 2" x 106" 4R Line Post Blk f/6' 4R Spr Pkt StgSpr PB.060"		167	\$50.96	\$8,510.32
IDP 2" x 106" 4R End Post Blk f/6' 4R Spr Pkt StgSpr PB.060"		2	\$50.96	\$101.92
concrete		84	\$10.00	\$840.00

A deposit of \$21,067.06 will be required to begin.

Total \$42,134.12

This is to install 1007ft of 6'H commercial grade 4 rail black aluminum spear top, the fence will start on the tree line behind the tee box and end at the road this one does not go back to the gate area.

3% Credit Card Processing Fee will be assessed to final invoice if credit card is used for payment.

There is no fee for ACH, Zelle, or Check Payments.

ACH can be completed through the link provided with your estimate.

Zelle email is : dcusack@levelupfencing.com

Paper Checks should be made out to :Level Up Fencing and mailed to 6300 Tower Lane Unit 3, Sarasota, FL 34240 Level Up Fencing is not responsible for damages to any non-public utilities damaged during the installation process. It is the due diligence responsibility of the property owner to make the installers aware of any and all underground plumbing, wires, or any other utilities that may be disrupted in the digging process.

Property Owner, or a representative thereof must be present for a final walkthrough upon completion of the project at the time of completion. If you are unable to attend your final walkthrough, please contact the office to set up a virtual walkthrough either via FaceTime or photos. Failure to inform Level Up ahead of time if you are unable to attend your final walkthrough will automatically permit the use of photos to our Quality Control Department to assess job completeness. Any items of concern that arise after final walkthrough will be deemed a warranty visit, and will require a scheduled appointment to assess only after the final invoice has been paid in full.

811 will be called 3 days prior to scheduled installation date.

Special order materials are non-refundable / non-returnable.

Failure to pay final invoice within 7 days of completion will result in \$150 late fee being assessed.

2 year craftsmanship warranty activates once final invoice has been paid in full. Transferable material warranty for Vinyl and Aluminum also activates once final invoice paid in full. Natural disaster damages not covered by warranty(s).

Repair work not covered by warranty unless new materials installed by Level Up Fencing were used for repair. Re-used materials not covered by warranty. Level Up Fencing is not responsible for any portion of fence not included in original estimate for repair work.

Property owner is responsible for permit application if applicable.

Tab 4



Quarterly Compliance Audit Report

Venetian

Date: October 2025 - 3rd 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 <u>Florida Statute Chapter</u> 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. <u>189.069</u>, 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 <u>WCAG 2.1</u> 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.



Accessibility Grading Criteria

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

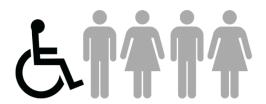
Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, 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.

of population has a disability.



Sight, hearing, physical, cognitive.

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

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 (eg., 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 5

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

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Venetian Community Development District was held on **Monday**, **October 27**, **2025**, **at 9:42 a.m.** at Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275.

Present and constituting a quorum were:

Jill Pozarek
Rich Goodman
Ken Smaha

Board Supervisor, Chair
Board Supervisor, Assistant Secretary
Board Supervisor, Assistant Secretary

Also, present were:

 Belinda Blandon District Manager, Rizzetta & Company, Inc.

Andrew Cohen District Counsel - Persson, Cohen, Mooney,

Fernandez & Jackson, P.A.

24 Keith Livermore VCDD Field Manager

Rick Schappacher District Engineer – Schappacher Engineering

John Coman Hampton Golf, River Club Manager

Audience Present

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Pledge of Allegiance

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

THIRD ORDER OF BUSINESS

Public Comment

Tim Carr commented on the landscaping maintenance. Mr. Carr also commented on sidewalk maintenance around the community. He commented on the front gates occasionally being open.

Rich Goldstein commented on the landscaping circle in front of the River Club. Mr. Goldstein also commented on the ponds.

Jerry Flood commented on the ponds. He commented on the dead bushes in the circle in front of the River Club. He also commented on the sidewalks.

Darlene Schimberg commented on a tree in her cul-de-sac. Ms. Schimberg commented on the gates by the dumpster. She also commented on kids driving golf carts around the community.

FOURTH ORDER OF BUSINESS

Committee Reports

A. Social and Dining Advisory Committee

Darlene Schimberg reported that the committee has been working with Keith, Hampton Golf and others regarding future events. The committee is working with Chef to propose new food items on the menu and will discuss at their November meeting. Ms. Schimberg mentioned the Jonas system not working properly and that Justin Kuehn is working on uploading meetings and events in Jonas.

B. Fitness/Pool Advisory Committee

Nancy Spokowski reported that there are items that have not been finished for the Fitness & Pool Advisory Committee but notices Hampton's priorities after the management transition. Ms. Spokowski advised that she will be meeting with John Coman to go over the list of items. She also mentioned an invoice regarding umbrellas and chairs and will reach out to the vendor with Hampton. Ms. Spokowski also stated the hours for the pool will need to be changed.

C. Reserve/Finance Advisory Committee

Bryon Mattson reported that the committee will initiate the reserve study early next year. Mr. Mattson reported on Capital Reserve spending. He discussed wages, costs of food and food inventory and the dramatic swings from one month to another. He discussed the Tiki Bar being open 7 days a week. He recommended that the Board consider opening the bar on Monday and Tuesday the week of Thanksgiving and the same days for the week of Christmas, offering bar bites to members instead of a full kitchen.

FIFTH ORDER OF BUSINESS

Staff Reports

A. River Club

John Coman reported on ongoing work. He has made recommendations and is constantly evaluating staff that were inherited as well as recruiting for key positions that were left open by the previous management company. He stated the Lifestyle Manager, who has a lot of experience in different communities, will start today. Mr. Coman advised that he is giving the maintenance department more responsibilities. He stated that there will be 3 key position managers under the General Manager to help facilitate the GM. The Board inquired about communications sent to the community regarding hours of operations. Mr. Coman advised that he will work on it. The Board thanked him for his assistance.

B. Landscape Inspection Services

John Fowler provided the Board with an overview on the recent landscaping inspection report. He reported that he is seeing improvements such as trimming and weed

control. Mr. Fowler commented on the irrigation and turf starting to dry out on Veneto Boulevard. He advised that many of the plants at the River Club do not look good. He discussed that canopies need to be lifted and that the irrigation needs to be addressed in many areas. Mr. Fowler was asked to review a foxtail with the base coming out of the sidewalk. Another concern was regarding a tree and dead shrubbery on Bolanza Court and wants to make sure the irrigation is working before any replanting. In addition, he reported that he will review the Marcello Monument. He also noticed roundabouts were landscaped and recommended adding mulch for a finished look. He advised all the palms have been pruned and roundabouts have been cleaned up since the last inspection.

The District Manager, Belinda Blandon, advised the Board that a notice of deficiencies was sent to LMP/Juniper and no response was received. The Board directed Ms. Blandon to send a 2nd notice. The Board discussed the braces on the trees in the circle. John advised that they can be removed. He advised that the ones on the Medjool's should not be removed.

C. District Engineer

Rick Schappacher advised that he has completed the recertification with the South Florida Water Management District for 4 phases that will be in place until 2030. He stated the Field Manager, Keith Livermore, informed Mr. Schappacher of two emergency irrigation line breaks on Padova and Maestre Ct., in which Mr. Schappacher had a vendor come out and make the repairs. He discussed the sidewalks and that tree roots are the biggest issue causing cracks. Mr. Schappacher informed the Board of his inspections in December and January. He will reach out to Tim Carr and inform him that interim repairs are a possibility. The Board discussed the sidewalks being inspected by the Field Manager regularly. The Board discussed Mr. Schappacher attending only the first meeting of the month and coming in one hour later to save some funds. The Board discussed the additional speed bumps and agreed to review the mapping at the next workshop.

D. District Counsel

Andy Cohen advised the Board he is working on the IT Contract with Supervisor Pozarek. He advised that there will be a conference call to discuss the lift this week. Mr. Cohen provided the Board with an overview on insurance requirements for the Hampton Golf Contract and both he and Ms. Blandon advised the Board of the coverages and costs. He informed the Board that a meeting will be coordinated with all parties to discuss. The Board discussed the records request to Vesta and the response received. After discussion, the Board agreed that Supervisor Goodman will review the records. Mr. Cohen was asked to send Vesta an email requesting where the records are. Mr. Cohen was also asked to arrive to the meetings one hour later.

E. Field Manager

Keith Livermore provided the Board with the cost for removal of grasses in 4 ponds. The Board discussed the proposal and agreed that the Chairman, Ms. Pozarek, should sign the proposal to get the work on the schedule. The Board was informed that there is a new account manager for Juniper. The Board was informed that Block 2 is now on. Mr. Livermore reported that the Golf Course has 8 leaks pending to be repaired. The Board discussed the proposal for the painting of the 3 monuments at the entrance. After discussion, Mr.

Livermore was directed to move forward; Supervisor Goodman will work on the colors with him. The Board discussed the water pressure issue on Valenza Loop. After discussion, the Board agreed that this issue is now in the homeowner's hands.

F. District Manager

Belinda Blandon reminded the Board that there is only one meeting scheduled next Month, held on November 10, 2025, at 9:30a.m. She advised the Board that the deposits were made for the furniture. Ms. Blandon provided the Board with an overview on the insurance package renewal. After discussion and vote the Board ratified the renewal of the insurance package for fiscal year 2025-2026.

On a motion by Mr. Goodman, Seconded by Ms. Pozarek, with all in favor, The Board Ratified the Approval of Renewal of the Insurance Package for Fiscal Year 2025-2026, for the Venetian Community Development District.

SIXTH ORDER OF BUSINESS

Public Hearing to Consider the Adoption of Amending the District's Rules and Use of River Club Facilities

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

On a motion by Ms. Pozarek, Seconded by Mr. Smaha, with all in favor, The Board opened the Public Hearing to consider the Adoption of Amending the District's rules and use of River Club facilities, for the Venetian Community Development District.

Darlene Schimberg inquired about non-resident and resident access. She also commented on the credit card fees.

Tim Carr commented on the credit card fee. He also commented on non-residents using facilities such as the tennis courts. Mr. Carr stated all vendors on property should be insured.

Mark Faford commented on tennis rules. Mr. Faford also spoke about a teaching court for tennis lessons.

 On a motion by Mr. Goodman, Seconded by Mr. Smaha, with all in favor, The Board Approved to continue the Public Hearing to Consider the Adoption of Amended Rules for use of River Club Facilities at the November 10, 2025 at 9:30 a.m., Board of Supervisors meeting, for the Venetian Community Development District at the River Club location.

1. Review and Consideration of River Club Rules and Regulations Draft

The Board reviewed the draft of the rules and regulations. The Board discussed and made some changes.

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ELEVENTH ORDER OF BUSINESS

2. Consideration of Resolution 2026-01, Amending the District's Rules for Use of River Club Facilities

The Board agreed that Resolution 2026-01 will only encompass those changes that were made at the October 27th meeting. Supervisor Pozarek will provide the updated changes so that they can be included in the next meeting agenda. After discussion, the Board approved Resolution 2026-01. Counsel will provide a new resolution for the November 10th continued public hearing.

On a motion by Mr. Goodman, Seconded by Ms. Pozarek, with all in favor, The Board Approved Resolution 2026-01, Approving the changes that were made at the October 27th, 2025, Board of Supervisors' Meeting, for the Venetian Community Development District.

SEVENTH ORDER OF BUSINESS

Discussion Regarding Resident Access to the Community and Amenities

The Board tabled the discussion regarding resident access to the community and amenities to be discussed at the November 10th meeting.

EIGHTH ORDER OF BUSINESS

Discussion and Consideration of New Fitness and Pool Committee Member

The Board appointed Connie Waring to serve on the Fitness and Pool Advisory Committee.

On a motion by Ms. Pozarek, Seconded by Mr. Goodman, with all in favor, The Board Accepted the Application of a new Fitness and Pool Committee Member, Connie Waring, for the Venetian Community Development District.

NINTH ORDER OF BUSINESS

Discussion and Review of Credit Card Convenience Fee for River Club Charges

The Board already had the discussion regarding the review of the credit card convenience fee and River Club charges.

TENTH ORDER OF BUSINESS

Discussion and Review of 2025 Fiscal Year End Financial Statements

The Board tabled the discussion regarding the 2025 Fiscal Year End Financials.

Consideration of the Minutes of the

October 06, 2025

Board of Supervisors' Meeting Held on

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Ms. Blandon presented the Minutes of the Board of Supervisors' Meeting held on October 06, 2025 and asked the Board if they had any questions or changes to the minutes presented. Supervisor Smaha had one change on line 54.

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On a motion by Mr. Smaha, Seconded by Ms. Pozarek, with all in favor, The Board Approved the Meeting Minutes of October 06, 2025, with one change as noted on the record, for the Venetian Community Development District.

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TWELFTH ORDER OF BUSINESS

Ratification of the Operations and Expenditures of the Month of September 2025

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Ms. Blandon advised that operations and maintenance expenditures for the period of September 1-30 totaled \$177,370.65. She asked if there were any questions. There were no questions at this time.

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On a motion by Ms. Pozarek, seconded by Mr. Smaha, with all in favor, the Board Ratified the Operations and Maintenance Expenditures for the month of August 2025, for the Venetian Community Development District.

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THIRTEENTH ORDER OF BUSINESS

Consent Items

The Board accepted the consent items as presented. Supervisor Pozarek will send an email to be sent out regarding upcoming vacancies for committees.

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On a motion by Mr. Smaha, seconded by Ms. Pozarek, with all in favor, the Board Accepted the Consent Items presented to them, for the Venetian Community Development District.

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FOURTEENTH ORDER OF BUSINESS

Advisory Committee Liaison Reports

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There were no advisory committee liaison reports at this time.

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FIFTEENTH ORDER OF BUSINESS

Supervisor Requests and Comments

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Supervisor Pozarek asked regarding the charge for the Jonas System. After discussion, Supervisor Smaha agreed to review the detail.

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SIXTEENTH ORDER OF BUSINESS Adjournment

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

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VENETIAN COMMUNITY DEVELOPMENT DISTRICT October 27, 2025, Minutes of Meeting Page 7

282	On a Motion by Mr. Goodman, seco	onded by Mr. Smaha, with all in favor, the Board
283	adjourned the Meeting at 12:59 p.m., fo	or the Venetian Community Development District.
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287	Secretary / Assistant Secretary	Chairman / Vice Chairman



Tab 6

Venetian Community Development District 502 Veneto Boulevard North Venice, FL 34275 Reserve/Finance Committee Meeting Minutes September 3, 2025

Attending members; Mark Middlebrook (MM)- Chair, Byron Mattson (BM), Jerry Jasper (JJ). David Moy (DM) Don Regier (DR) & Ken Smaha (KS) - VCDD Liaison, via phone.

Call to Order @ 2:00 pm Mark Middlebrook. A quorum established as sufficient members present. Motion to include DM and DR remote Vote by JJ, 2nd MM - carried.

Motion by JJ, second MM that minutes for August 4, 2025 be approved - Carried.

Guest - Melissa Paton - Vesta.

Old Business:

- 1. BM reviewed the analysis of July financials. July Revenue of \$32.1 was down from June and May, due to seasonal nature of business and fact that River Club was closed for a few days due to parking lot renovations. Cost of Food @ 79% Melissa noted that some June Invoices were paid in July. Melissa also noted that there was spoilage and food waste due to the closing when perishables could not be sold. Question as to how we account for COGS it should be: Previous Inventory + Purchases current Inventory = COGS. Melissa said staff do a monthly Inventory for all F&B.
- 2. Wage Cost also was down in July @ \$36,700. More vacations, but Vac Pay included in Wages. Positive to see Wage Cost being able to come down in lower volume months.
- 3. Credit Card (CC) fees were 5% of Revenue as taxes and tips are not included in Revenue. Question as to whether we should expense CC fees on actual vs accrual basis. Consensus was we should convert CC fees expense to Accrual and do it now in September when expenses are the lowest.
- 4. F&B is \$68k below Plan July YTD and Consolidated P&L is \$95k below Plan YTD. KS has completed a forecast to end of year and total loss should be under \$100k vs Budget.
- 5. Food Inventory of \$36,188 is too high represents almost two months of Revenue and may result in more food spoilage.
- 6. Continued discussion on checks and balances or dual control on expenses/Invoices. Will new contract with Hampton provide more effective control on Invoices.
- 7. KS continuing to work on SOP document for Capital and Reserve fund.
- 8. MM spoke with Jill who contacted Dave Mazza, Dana Investment Advisors re: high cash balances. Jill will move some funds to Bonds vs Money Market to generate some additional Interest income. If rates move down in September, the spread will be greater.

New Business:

- 1. KS advised that there will be a 3% fee added to F&B bills if paid by Credit Card, effective October 1.
- 2. Discussion regarding dollar amount that is written off monthly if customer disputes their personal account bill, mostly claiming it is not theirs. These write off amounts are not accounted for and simply result in reduced Revenue. We should insist that bills are signed so no dispute arises, but problem is patrons leave or move to dining without signing they bills. Some concern this could be as high as \$1,000 per month.
- 3. Amenities Management fees are paid in the Operating Account. The new contract provides that payments will always require a paper trail.
- 4. Re: Vesta independent audit, KS advised that a 3rd party Attorney is reviewing all correspondence, Invoices, etc. to determine what additional information is required.

Other Business:

- 1. Committee members expressed desire to have new amenties management company Hampton attend our next meeting on October 20. Noted that Jill can assist with an invitation.
- 2. BOS has invited all committees to make a brief presentation to the BOS as a means of improving communication. MM offered to update BOS on the current issues from the RFC at this meeting.
- 3. Date for November meeting to be finalized at the October 20 meeting.

Next meeting is Monday, October 20, 2025 @ 2:00 pm at the River Club.

3:40 pm motion to adjourn by JJ, 2nd MM. Carried. Minutes submitted by Don Regier