

Venetian Community Development District

Board of Supervisors' Meeting

May 22, 2023

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

www.venetiancdd.org

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors Rich Bracco Chairman

> Ernest Booker Vice Chairman Ken Smaha **Assistant Secretary** Jill Pozarek **Assistant Secretary**

> Cheryl Harmon Terrana **Assistant Secretary**

District Manager Belinda Blandon Rizzetta & Company, Inc.

District Counsel Andy Cohen Persson, Cohen, Mooney,

Fernandez & Jackson, P.A.

District Engineer Rick Schappacher Schappacher Engineering

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

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

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

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

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

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

www.venetiancdd.org

May 18, 2023

Board of Supervisors Venetian Community Development District

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Venetian Community Development District will be held on **Monday, May 22, 2023 at 9:30 a.m.** at the Venetian River Club located at 502 Veneto Boulevard, North Venice, Florida 34275. The following is the agenda for this meeting:

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1. 2. 3. 4.	CALL TO ORDER/ROLL CALL PLEDGE OF ALLEGIANCE PUBLIC COMMENT STAFF REPORTS				
	A. B. C.	District Engineer District Counsel River Club 1. Update on Survey Results Field Manager			
_	Ε.	District Manager			
5.		INESS ITEMS			
	A.	Review and Discussion Regarding April 28, 2023	Tab 1		
	В.	Landscape Inspection Report Discussion Regarding Dog Park	Tab T		
	C.	Consideration of Solitude Lake Management Contract			
		Renewals	Tab 2		
		Aeration Maintenance			
		2. Lake Maintenance			
	_	3. Wetland Maintenance			
	D.	Presentation of the Proposed Budget for Fiscal Year	T.I. 0		
	E.	2023/2024	Tab 3		
	⊏.	Consideration of Resolution 2023-07, Approving a Proposed Budget for Fiscal Year 2023/2023 and	Tab 4		
		Setting a Public Hearing Thereon	1 40 4		
6.	BUS	INESS ADMINISTRATION			
	A.	Consideration of the Minutes of the Audit Committee			
		Meeting held on April 24, 2023	Tab 5		
	B.	Consideration of the Minutes of the Board of Supervisors			
	_	Meeting held on April 24, 2023	Tab 6		
	C.	Consideration of the Operations and Maintenance			

Expenditures for April 2023

Tab 7

7. CONSENT ITEMS

- - 1. Facilities Advisory Committee Minutes of April 4, 2023
 - 2. Racquet Sports Advisory Committee Minutes of April 10, 2023
- 8. SUPERVISOR REQUESTS AND COMMENTS
- 9. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (239) 936-0913.

Very truly yours,
Belinda Blandon
Belinda Blandon
District Manager

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

Tab 1

VENETIAN

LANDSCAPE INSPECTION REPORT



April 28th, 2023
Rizzetta & Company
John R. Toborg – Division Manager
John Fowler – Landscape Specialist



Summary, Roundabouts for Subdivisions

General Updates, Recent & Upcoming Maintenance Events

- □ River Club plantings and irrigation continue to be an issue. When will the irrigation be completed here so the area can be enhanced? The Viburnum and Firebush at the parking lot have been an issue before the hurricane and need replacement under warranty.
- ☐ What is the schedule for the remaining fertilizer events before the start of the blackout period?

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

- Continuously remove dead Magnolia leaves that fall in the beds on Veneto Blvd. in front of subdivision entrances.
- Hand pull a large weed growing within the Awabuki on the West ROW of Veneto Blvd. just South of Treviso Ct.
- 3. Treat the weeds in the bed at the roundabout on Bolanza Ct.
- 4. Remove the vines growing within the Ilex Shilling at the Treviso Ct. roundabout.
- 5. Prune the Oak tree blocking and touching a streetlight on the East ROW of Veneto Blvd.
- 6. There are several Oaks in need of having the canopy lifted to the contract specs on the West ROW of Veneto Blvd. Especially, the Oaks that overhang Veneto Blvd.
- 7. Treat the broadleaf weeds in the St. Augustine turf on Veneto ROW between Treviso Ct. and Padova Way.
- 8. Schedule a pruning for the healthy Awabuki on Veneto Blvd. ROWs to be able to keep them at a maintainable height. Do not trim the ones that are in decline or diseased. Diagnose and treat those in need on Veneto.

- 9. Treat the weeds in the beds on both sides of Padova Way and Veneto Blvd. intersection.
- 10. There is are 3 leaning Ligustrum trees at the lift station on Padova Way. Has this been proposed to remove or straighten? What is the status on these? (Pic. 10)



- 11. Treat the weeds and remove the Oak suckers on South Padova Way ROW behind the Tiziano monument.
- 12. Remove the palm volunteers growing with the bed and landscape at the lift station and bed just West of it.
- 13. Tip prune the dead out of the Juniper at the lift station on Padova Way.



Roundabouts for Subdivisions, Veneto Blvd.

14. Diagnose and treat the Viburnum on the West end of the lift station on Padova Way by the end of the bed. They continue to get worse. If these are dead, they need to be removed and replaced. (Pic. 14)



- 15. It appears the irrigation on the roundabout on Tiziano Way has been repaired. The Gold Mound have recovered. The turf has still not recovered here.
- 16. Hand pull the vines and a large weed growing within the Ilex Shillings at the Tiziano Way roundabout bed.
- 17. Tip prune the Gold Mound spikes on Mestre Pl. North roundabout to have a consistent height within the shrub row. Maintain a terracing effect between the 3 different species of shrubs.
- Remove dead or diseased material out of the Ilex Shilling at Mestre Pl. North roundabout bed.
- 19. Remove the vegetation growing through the guard rail on Padova Way just West of Mestre Pl.
- 20. Just noting there is still a tagged Oak Tree that is leaning behind the Palermo monument. Has this been proposed for removal or to straighten?

21. Remove a dead hanging Medjool frond at the Padova Way roundabout. (Pic. 21)



- 22. Remove the vines and weeds within the Padova Way roundabout bed.
- 23. Trim the Coco plum to create a terracing effect at the Padova Way roundabout.
- 24. The turf has not recovered from the irrigation issues at the Padova Way roundabout. How will this be corrected?
- 25. Remove the dead material at the base of the False Agave at the Mestre Pl. South roundabout bed.
- 26. There is a missing valve box cover lid on the Montelluna Dr. South roundabout.

 Please replace.
- 27. Remove the dead material at the base of the False Agave at the Montelluna Dr. South roundabout bed.
- 28. Diagnose and treat the declining Awabuki on Veneto ROW at the Montelluna Dr. intersection.
- 29. Just noting during this inspection there are still bare areas from large trees removed on Veneto Blvd. ROWs. They are beginning to fill in with turf and weeds.



Veneto Blvd., Roundabouts for Subdivisions

- 30. Check the irrigation for coverage on Veneto Blvd. North ROW at the Martellago Way intersection that appear to be dry.
- 31. Need to prune the dead fronds on the Medjool Palm behind the Rialto monument just off Veneto Blvd. This one was missed during the recent palm pruning event. (Pic. 31)



- 32. Define the bed behind the Awabuki on the Northwest corner of Montelluna Dr. at the Veneto Blvd. intersection.
- 33. Define the bed and treat the weeds within the Ornamental Grasses on the West ROW of Martellago Way North of Veneto Blvd. before the first house.
- 34. Diagnose and treat the Awabuki Viburnum on both sides of the Martellago Way and Veneto Blvd. intersection.
- 35. Need to schedule a pruning event for the Otello wall soon so it does not get out of control like it has in the past.
- 36. There is a large dead Oak limb that needs to be remove on the Otello Wall, North of Asti Ct.
- 37. Remove the sucker growth at the base of the Oak that needs the limb removed above.

- 38. Turf has not recovered from lack of irrigation at the Martellago Way North roundabout. How will this be rectified?
- 39. Diagnose and treat the declining Awabuki at the lift station on South Veneto Blvd. ROW.
- 40. There are leaning Oleander by the South Veneto Blvd. ROW lift station that need to be straightened. There is also dead material that needs to be removed, including one that is completed fallen over. (Pic. 40)



- 41. Diagnose and treat the Awabuki on Veneto Blvd North ROW at the Lerida Ct. intersection.
- 42. Remove the palm volunteers growing within the beds on the East ROW of Veneto Blvd. by the electrical box, lift station, and Martellago Dr. intersection.
- 43. Diagnose and treat the declining Awabuki at on Veneto Blvd. ROW at the Cipriani intersection.
- 44. Bare area where Ilex Shilling have been removed and there is exposed drip line at the Palazzo Ct. roundabout bed.
- 45. Dead and thinning turf on the back side of the Palazzo Ct. roundabout. This is where there was irrigation issues in the past. How can we improve the turf quality here?



Roundabouts for Subdivisions

46. Diagnose the Awabuki Viburnum at the electrical box on the East ROW on Veneto Blvd. just North of Martellago Dr. Also, need to remove two dead Oleander and replace. (Pic. 46)



- 47. The Royal Poinciana still has flushed out a couple leaves on the main roundabout before the River Club. This is still not where it should be for this species at this time.
- 48. Treat the weeds within the Bougainvillea beds at the main roundabout before the River Club.
- 49. Diagnose and treat the declining Medjool Palm behind the Stivali monument on Portofino Dr. just South of Veneto Blvd. roundabout.
- 50. Diagnose and treat the Ilex Shilling at Vicenza Way North roundabout. Remove any dead or diseased material.
- 58. Hand pull a Brazilian Pepper Tree growing within the Variegated Arboricola at the Portofino roundabout bed.
- 59. There are large weeds under the Holly trees next to the pond on the North ROW of Pesaro Dr. across the street from Ciltadella Dr.
- 60. Remove dead growth on Crinum Lilies on Ciltadella Dr. on the West ROW before exit.

- 61. Remove the palm volunteer growing within Plumbago on corner of Ciltadella Dr. and Pesaro Dr.
- 65. The North ROW of Pesaro Dr. from the powerlines to Savona Way does not look atheistically pleasing. Does this area have turf irrigation. There are also flags where trees were removed. Is this irrigation being repaired?
- 66. Remove the dead Indian Hawthorn on the North ROW on Pesaro Dr. just East of Savona Way.
- 67. Pull the vines growing on the Ilex Shillings on at the Savona Way North roundabout.
- 68. Diagnose and treat the declining Gold Mound Duranta at the Avalini roundabout bed. These will need to have a rejuvenation cut back for them to flush out once treated if still alive. (Pic. 68)



- 69. Push back the natural area that is growing over the sidewalk on the East ROW on Avalini Way just South of Pesaro Dr.
- 70. Check the irrigation for coverage and time for Pesaro Dr. ROWs from Ciltadella Dr. to Avalini Way. There still appears to be issues here. It is very dry in most these areas.



Pesaro Dr., Avalini Park, River Club

- 71. Need to remove a Magnolia that has fallen over behind the monument heading onto Avalini Ct. from Pesaro Dr.
- 72. Remove multiple palm volunteers growing within the beds at Avalini Park.
- 73. There is debris that needs to be picked up at Avalini Park. (Pic. 73)



- 74. Asking the question if there is any irrigation for the turf at Avalini Park?
- 75. There is a Coco Plum shrub that is laying on its side that needs to be removed at Avalini Park. (Pic. 75)



76. Prune the Star and Confederate Jasmine at the median just North after passing the guard gate on Veneto Blvd.

- 77. What is the status with the irrigation for all the plantings and turf at the River Club? It appears not much is working correctly. This needs to be repaired ASAP.
- 78. Palm volunteers need to be removed on the path behind the loading dock at the River Club.
- 79. What is the latest status for replacing the Viburnum that has never preformed at the Southside of the parking lot at the River Club? (Pic. 79)



80. Need to prune the palms in the parking lot of the River Club. (Pic. 83)



81. There are broken and cut drip line throughout the beds in front of the River Club. The beds going to the loading docks, and medians heading to the parking lot.



River Club

82. The irrigation photos below are various spots around the River Club. These should be repaired ASAP and pinned to the ground.











- 83. There is a dead hanging Medjool Palm frond that needs to be removed within the pool area.
- 84. Need to prune the Sable Palms along the sidewalk just South of the loading dock heading to the trail.
- 85. Remove any dead material in the Shell Ginger in the median on Veneto Blvd. at the River Club. These will continue to fail now that the shade has been removed for them. Once the irrigation issues have been solved, a new landscape plan will be beneficial here for species to thrive.

Laurel Rd, River Club, Medici Berm

- 86. Check the irrigation for the Bermuda Grass on the Great Lawn that holds events behind the River Club. This appears very dry.
- 87. There is a damaged Oak tree on the sidewalk South of the loading dock. Please have your Arborist investigate and report your findings if you think it will survive. (Pic. 97)



88. The Podocarpus and Viburnum are in decline due to lack of water on the South loading dock. Please investigate and resolve ASAP. (Pic. 88)



89. The turf on the North ROW of Veneto Blvd. by the tennis courts parking lot does not appear that it will survive. Has the irrigation here been repaired?

- 90. Prune the European Fan Palms that are laying on top of the Juniper 'Parsoni' on the West ROW of Ciltadella Dr. just North of Laurel Rd.
- 91. Remove a dead broken Oak branch on the West ROW of Ciltadella Dr. located between Laurel Rd. and the entrance gate.
- 92. Clean up the Crinum Lily on the West ROW of Ciltadella Dr. just South of the entrance gate.
- 93. Tip prune the dead out of the healthy Juniper 'Parsoni' on Laurel Rd. East of Veneto Blvd.
- 94. Large weeds need to be pulled and small weeds treated within the beds on Laurel Rd. from Veneto Blvd. to Ciltadella Dr.
- 95. There is a dead Washington Palm on Laurel Rd. ROW just West of Veneto Blvd. Has a proposal been sent for removal?
- 96. Diagnose and treat declining shrubs on Medici Berm.
- 97. There are a couple dead Pine trees at the East most end of Medici Berm that need a proposal for removal. (Pic. 97)





Tab 2

Looking for a good reason to choose SŌLitude?

How about three?



Superior Training = Expert Care

Our field staff is highly experienced, with many having a degree (or two, or three!) in Aquatic Biology, Ecology, Fisheries Biology, Environmental Science, or another related field of study. They also receive the most rigorous certification training and continuing education program in the industry to ensure that your pond receives the best, most up-to-date care available anywhere. For details, visit solitudelakemanagement.com/team.



Superior Technology = Innovative Treatment Methods

Our staff is equipped with the latest tools, products and equipment. We have developed countless proprietary treatments and continually participate in research trials to improve the environment as well as the solutions we provide our clients. To find out more, visit solitudelakemanagement.com/services.



Superior Service = Unparalleled Customer Experience

Prompt, personal response to every service call. Problem-free onsite remediation, maintenance and repairs, with little wait time and no need for return services. We provide you with the services and strategies necessary to maintain your aquatic system at its best.





SERVICES CONTRACT

CUSTOMER NAME: Venetian CDD SUBMITTED TO: Keith Livermore

CONTRACT EFFECTIVE DATE: May 1, 2023, through April 30, 2024

SUBMITTED BY: Camila Morao

SERVICES: Annual Maintenance Service Renewal for Aerators

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

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. PAYMENT TERMS. The Annual Contract Price is \$1,108.52. SOLitude shall invoice Customer the total of \$554.26 per bi-annual for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.
- 3. <u>TERM AND EXPIRATION</u>. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective

Services Contract Venetian CDD (5527) - CM Page 2 of 7



date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

- 4. <u>PRICING.</u> The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
- 5. <u>TERMINATION.</u> If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
- 6. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
- 7. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 8. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 9. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 10. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or

Services Contract Venetian CDD (5527) - CM Page 3 of 7



otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

- 11. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 12. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 13. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
- 14. <u>DISCLAIMER</u>. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

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

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

Services Contract Venetian CDD (5527) - CM Page 4 of 7



other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

- 15. <u>NONPERFORMANCE</u>. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.
- 16. <u>E-Verify</u>. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Services Contract Venetian CDD (5527) - CM Page 5 of 7



ACCEPTED AND APPROVED:

Virginia Beach, VA 23453

SOLITUDE LAKE MANAGEMENT, LLC.	Venetian CDD
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Please Remit All Payments to:	Customer's Address for Notice Purposes:
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Mail All Contracts to:	
2844 Crusader Circle. Suite 450	



SCHEDULE A - SERVICES

<u>Submersed Air Diffuser Aeration System Maintenance</u>:

- 1. Company will service all of the Diffused Aeration Systems **two (2) times per year** on a bi-annual basis as follows:
 - Compressor will be tested to ensure proper operation.
 - Cabinet Cooling Exhaust Fan will be checked to ensure proper operation.
 - Compressor Carbon Vanes and Seals will be changed annually or as needed.
 - Compressor Air Filter / Muffler Assembly will be checked, cleaned, and replaced as needed.
 - Diffuser air stones and/or membranes will be cleaned and replaced as needed.
- 2. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
- 3. All replacement parts required for proper maintenance of the aeration systems will be billed as an additional charge.
- 4. Any significant problems / malfunctions that are discovered during the maintenance service which are no longer under warranty, which are not part of routine maintenance, and that will require additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
- 5. All aerator work will be performed by factory certified service and repair technicians.

<u>Service Reporting:</u>

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

- 1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

- 1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.



- b. Providing Certified Abutters List for abutter notification where required.
- c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
- d. Compliance with any other special requirements or conditions required by the local municipality.
- e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.



SERVICES CONTRACT

CUSTOMER NAME: Venetian CDD SUBMITTED TO: Keith Livermore

CONTRACT EFFECTIVE DATE: May 1, 2023, through April 30, 2024

SUBMITTED BY: Camila Morao

SERVICES: Annual Maintenance Service Renewal for Lakes

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

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. <u>PAYMENT TERMS.</u> The Annual Contract Price is \$51,852.00. SOLitude shall invoice Customer the total of \$4,321.00 per month for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. <u>TERM AND EXPIRATION.</u> This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to

Services Contract Venetian CDD (5527) - CM Page 2 of 8



by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

- 4. <u>PRICING.</u> The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
- 5. <u>TERMINATION</u>, If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
- 6. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
- 7. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 8. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 9. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

Services Contract Venetian CDD (5527) - CM Page 3 of 8



- 10. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
- 11. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 12. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 13. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
- 14. <u>DISCLAIMER</u>. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

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

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

Services Contract Venetian CDD (5527) - CM Page 4 of 8



fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

- 15. <u>NONPERFORMANCE</u>. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.
- 16. <u>E-Verify</u>. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Services Contract Venetian CDD (5527) - CM Page 5 of 8



ACCEPTED AND APPROVED:

Virginia Beach, VA 23453

SOLITUDE LAKE MANAGEMENT, LLC.	Venetian CDD
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Please Remit All Payments to:	Customer's Address for Notice Purposes:
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Mail All Contracts to:	
2844 Crusader Circle. Suite 450	



SCHEDULE A - SERVICES

Aquatic Weed Control:

- 1. Pond(s) will be inspected on a **one (1) time per week** basis.
- 2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
- 3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

- 1. Shoreline areas will be inspected on a **one (1) time per week** basis.
- 2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
- 3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

- 1. Pond(s) will be inspected on a **one (1) time per week** basis.
- 2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye:

Pond Dye will be applied to the pond(s) on a one (1) time per week basis. A
combination of blue and/or black dye will be used as required to maintain a dark
natural water color.



<u>Trash Removal:</u>

Trash and light debris will be removed from the pond(s) with each service and disposed
off site. Any large item or debris that is not easily and reasonably removable by one
person during the routine visit will be removed with the Customer's approval for an
additional fee. Routine trash and debris removal services are for the pond areas only,
and do not include any trash or debris removal from the surrounding terrestrial (dry land)
areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

- 1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

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

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.

Services Contract Venetian CDD (5527) - CM Page 8 of 8



- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.



SERVICES CONTRACT

CUSTOMER NAME: Venetian CDD SUBMITTED TO: Keith Livermore

CONTRACT EFFECTIVE DATE: May 1, 2023, through April 30, 2024

SUBMITTED BY: Camila Morao

SERVICES: Annual Maintenance Service Renewal for Wetland

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

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. PAYMENT TERMS. The Annual Contract Price is \$49,072.00. SOLitude shall invoice Customer the total of \$12,268.00 per quarter for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.
- 3. <u>TERM AND EXPIRATION.</u> This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective

Services Contract Venetian CDD (5527) - CM Page 2 of 7



date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

- 4. <u>PRICING.</u> The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
- 5. <u>TERMINATION.</u> If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
- 6. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
- 7. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 8. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 9. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 10. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or

Services Contract Venetian CDD (5527) - CM Page 3 of 7



otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

- 11. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 12. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 13. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
- 14. <u>DISCLAIMER</u>. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

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

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

Services Contract Venetian CDD (5527) - CM Page 4 of 7



other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

- 15. <u>NONPERFORMANCE</u>. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.
- 16. <u>E-Verify</u>. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Services Contract Venetian CDD (5527) - CM Page 5 of 7



ACCEPTED AND APPROVED:

Virginia Beach, VA 23453

SOLITUDE LAKE MANAGEMENT, LLC.	Venetian CDD
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Please Remit All Payments to:	Customer's Address for Notice Purposes:
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Mail All Contracts to:	
2844 Crusader Circle. Suite 450	



SCHEDULE A - SERVICES

Preserve Maintenance:

- 1. Company will conduct **weekly** events on the designated detention/wetland areas.
- 2. The treatment will include all FLEPPC Category 1 & 2 species and nuisance vines.
- 3. All Species will be killed in place with an approved herbicide,
- 4. This proposal does not include debris removal or disposal.

Preserve Maintenance: (Wetland sites #3 (6-A) and #4 (6-8))

- 1. Company will conduct **quarterly** events on the designated detention/wetland areas.
- 2. The treatment will include all FLEPPC Category 1 & 2 species and nuisance vines.
- 3. All Species will be killed in place with an approved herbicide,
- 4. This proposal does not include debris removal or disposal.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

- 1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

<u>Customer Responsibilities (when applicable):</u>

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

Services Contract Venetian CDD (5527) - CM Page 7 of 7



General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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

Tab 3



Venetian

Community Development District

www.venetiancdd.org

Proposed Budget

for Fiscal Year 2023/2024

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Proposed Budget Venetian Community Development District General Fund Fiscal Year 2023/2024

_								_						
	Chart of Accounts Classification		ctual YTD through 03/31/23		ected Annual als 2022/2023	An	nual Budget for 2022/2023	Pr	rojected Budget variance for 2022/2023	Budget for 2	023/2024	(De	Budget Increase ecrease) vs 2022/2023	Comments
1														
	REVENUES													
3	Interest Earnings													
4	Interest Earnings	\$	2,774	\$	5,548	\$	-	\$	5,548			\$	-	
5	Special Assessments											<u></u>		
6	Tax Roll*	\$	1,679,673	\$	1,679,673	\$	1,679,579	\$	94	\$ 3,1	65,766.89	\$	1,486,188	
7	Other Miscellaneous Revenues	_		_		_		_				_		
9	Miscellaneuos Transponder Revenues	\$	903	-	903	\$	-	\$		\$	-	\$	•	
10	Insurance Revenues			\$	2,156	\$	-	Þ	2,156	<u>Ф</u>		\$	-	
11	insurance revenues			Ψ	2,130	Ψ			2,130	Ψ				
12	TOTAL REVENUES	\$	1,683,350	\$	1,688,280	\$	1,679,579	\$	7,798	\$ 3,1	65.766.89	\$	1,486,188	
13		Ť	.,,		1,000,000	Ť	1,010,010	Ť	.,		,	Ť	.,,	
14	TOTAL REVENUES AND BALANCE FORWARD	\$	1,683,350	\$	1,688,280	\$	1,679,579	\$	7,798	\$ 3,1	65,766.89	\$	1,486,188	
16	EXPENDITURES - ADMINISTRATIVE													
17														
18	Legislative													
19	Supervisor Fees	\$	4,700	\$	9,400	\$	10,000.00	\$	600	\$	10,000.00	\$	-	\$ 100.00 per meeting per Supervisor
20	Financial & Administrative		,		-, -		,	Ĺ	_					
21	Administrative Services	\$	3,213	\$	6,426	\$	6,427.00	\$	1	\$	6,684.00	\$	257	4% Increase
22	District Management													District Management Fees plus additional meetings at \$1,045
22		\$	17,035		34,070	\$	36,159.00				37,187.00			for 4 hours. 10 meetings estimated
23	District Engineer	\$	25,177		50,354	\$	70,000.00				60,000.00		(10,000)	
24	Trustees Fees	\$	2,357		2,357	\$	3,601.00			\$	2,649.00			Pro rated trustee fees plus \$ 291.00 for incidental expenses.
25	Assessment Roll	\$	5,356	_	5,356		5,356.00			\$	5,570.00			4% increase
26	Financial & Revenue Collections	\$	2,678		5,356	\$	5,356.00			\$				4% increase
27 28	Accounting Services Auditing Services	\$	11,672		23,344	\$	23,344.00			\$	24,278.00		934	4% increase As per new agreement with Grau and Associates
29	•	\$		\$	5,700 500	\$	5,700.00 500.00			\$	4,400.00 500.00		(1,300)	As per LLS Tax Solutions Agreement
29	Arbitrage Rebate Calculation Miscellaneous Mailings	\$		\$	500	\$	1,000.00			S				As per LES Tax Solutions Agreement
31	Public Officials Liability Insurance	\$	3,182	\$	3,182	\$				Q		\$	849	Est. 20% percent increase
32	Legal Advertising	\$	824	_	1,648	_	-,240.00	\$		s	2,000.00	_	2,000	Est. 2070 percent morease
02	Dues, Licenses & Fees	Ψ	024	Ψ	1,040	ų.		Ψ	(1,040)	<u> </u>	2,000.00	Ψ	2,000	Florida Department of Economic Opportunity Annual Filing
33	,	\$	399	\$	175	\$	175.00	\$	-	\$	175.00	\$	-	Fee
34	Miscellaneous Fees	\$	367	\$	734	\$	550.00	\$	(184)	\$	750.00	\$	200	Constant Contact Fees plus card purchases for supplies
35														
36	Website Hosting, Maintenance, Backup													Campuis Suites \$ 1552.50 and Rizzetta Technology
30	(and Email)	\$	4,549	\$	9,098	\$	7,912.00	\$	(1,186)	\$	9,472.50	\$	1,561	Agreement \$7,920.00 per year
37	Legal Counsel											_		
38	District Counsel	\$	38,762	_	77,524	\$	77,500.00				80,600.00			Counsel CPI Increase
39	Outside Counsel	\$	43,320	\$	86,640	\$	50,000.00	\$	(36,640)	\$	10,000.00	\$	(40,000)	For Board discussion
40	Administrative Subtotal	\$	163,591	e	321,864	\$	307,826	e	(14,038)	¢ 2	65,930.70	e	(41,895)	
42	Administrative Subtotal	ð	103,331	Ą	321,004	Ą	307,820	φ	(14,030)	\$ 2	05,550.70	φ	(41,033)	
72														
43	EXPENDITURES - FIELD OPERATIONS													
44														
45	Security Operations													
46	Security Services and Patrols	\$	186,025	\$	372,050	\$	375,692.00	\$	3,642	\$ 4	31,837.79	\$	56,146	System plus 4% increase
	Guard & Gate Facility Maintenance						-							Citadella Gate \$ 110.00. Guardhouse phone and internet \$
														330 per month Southworth License Fees \$ 224 per month,
47												Ī		plus telephone service plus gate maintenance service
1"														agreement with Invision. Plus allowance for repairs. Invision
		•	2 702	œ.	7 500	•	10 600 00	ď	E 024	e	12,168.00	e	(450)	Quarterly Maintenance \$1,200.00 per year, plus \$ 3,000.00 allowance for repairs.
48	Gate Transponders - RFID	\$	3,793	\$	7,586	\$	12,620.00 3,000.00			\$	2,500.00		(452)	anowanio for repairs.
49	Electric Utility Services	Ψ	-	Ψ		ψ	3,000.00	φ	3,000	<u> </u>	2,300.00	φ	(500)	
50	Utility Services	\$	23,771	\$	47,542	\$	41,900.00	\$	(5,642)	\$	54,000.00	\$	12,100	Est.
51	Water-Sewer Combination Services	—	-0,111	*	,042	, w	,500.00	۳	(3,072)		.,	<u> </u>	,100	
52	Utility Services - Effluent and	\$	10,002	\$	20,004	\$	7,000.00	\$	(13,004)	\$	20,000.00	\$	13,000	
53	Stormwater Control		•		•			Ė	` '					
E1	Aquatic Maintenance													Solitude Proposed Increase to \$ 51, 852.00 per year plus \$
54		\$	30,210	\$	60,420	\$	50,966.00	\$	(9,454)	\$	52,961.00	\$	1,995	1,109.00 for aerator maintenance.
55	Fountain Service Repairs & Maintenance											1.		Water Equipment Technologies agreement for service \$
1	AASS ASS ASS ASS ASS ASS ASS ASS ASS AS	\$	2,203	\$	4,406	\$	5,400.00	\$	994	\$	5,400.00	\$	-	200.00 per month plus estimated repairs \$ 3, 000.00.
56	Mitigation Area Monitoring & Maintenance		20.500		47.400	•	20 545 00		(0.041)	e	40.070.00	•	10 507	Quarterly Mitigation Area Maintenance includes proposed
57	Stormwater System Maintenance	\$	23,593	\$	47,186	\$	38,545.00 5,000.00			\$	49,072.00 5,000.00		10,527	increase from Solitude to \$ 49,072.00.
50	Other Physical Environment	φ	-	φ	-	φ	3,000.00	Ф	5,000	Ψ	3,000.00	- P	-	
50	Office & Administration	\$	2,157	\$	4,314	¢	6,200.00	Φ	1,886	\$	6,200.00	¢	-	Office supplies, water, cleaning supplies
00	5 & / tarriinottation	Ψ	۷,۱۵۱	ι Ψ	7,514	Ψ	3,200.00	Ψ	1,000	<u> </u>	3,200.00	Ψ		

Proposed Budget Venetian Community Development District General Fund Fiscal Year 2023/2024

	Chart of Accounts Classification		ctual YTD through 03/31/23	Tot	jected Annual als 2022/2023		nnual Budget for 2022/2023		rojected Budget variance for 2022/2023		Budget for 2023/2024	lı (De 20	Budget ncrease crease) vs 022/2023	Comments
60	Staff Salaries/Payroll	\$	100,659		201,318		207,033.00			\$	-,	\$	16,208	
61	Telephone fax/internet	\$	2,249		4,498		4,740.00			\$,	\$	(-/	employee.
62	General Liability Insurance	\$	6,394		6,394		6,394.00			\$.,			As per Egis' Estimate
63	Property Insurance	\$	5,726		5,726		5,569.00					\$		As per EGIS estimate
64	Landscape Maintenance	\$	192,044		384,088	\$	382,445.00					\$	26,335	As per new agreement with LMP
65	Holiday Decorations	\$	3,400		6,800		5,000.00						-	
66	Irrigation Repairs	\$	13,433	\$	26,866	\$	34,175.00	\$	7,309	\$	34,175.00	\$	-	Irrigation repairs plus new agreement with Metro Pumping
67	Hurricane Related Expenses -													Hurricane Related - Recovery/Replacements to be separate
07	Replacements	\$	175,935		175,935		-	\$	(, ,		.,,		1,397,000	assessment
68	Landscape - Mulch	\$	50,823		65,000		50,000.00					\$	1,000	
69	Landscape - Flower Program	\$	5,493	\$	10,986	\$	20,000.00	\$	9,014	\$	20,000.00	\$	-	
70	Landscape Miscellaneous	\$	3,523	\$	7,046	\$	6,000.00	\$	(1,046)	\$	6,000.00	\$	-	
74	Landscape Replacement Plants, Shrubs													
7.1	& Trees	\$	11,893	\$	23,786	\$	20,000.00	\$	(3,786)	\$	20,000.00	\$	-	Tree replacements to be discussed.
	Landscape - Pest Control/OTC Injections													OTC Injections for Palm Trees based on LMP
72														recommendation 76 Medjool Palms. Two inoculations per
		\$	4,500	\$	9,000	\$	20,000.00	\$	11,000	\$	15,200.00	\$	(4,800)	quarter @ \$ 25.00 each.
73	Landscaping Inspection Services	\$	4,800	\$	9,600	\$	9,600.00	\$	-	\$	10,800.00	\$	1,200	
7.4	Maintenance and Repairs													Mailbox repairs est \$ 3, 000 and sidewalk pressure washing \$
74		\$	3,000	\$	6,000	\$	17,750.00	\$	11,750	\$	16,133.00	\$	(1,617)	13,133
75	Road & Street Facilities													
76	Street/ Parking Lot Sweeping	\$	1,737	\$	3,474	\$	5,024.40	\$	1,550	\$	5,024.40	\$	-	Clean Sweep \$418.70 per month
	Street Light Decorative Light									Г				·
//	Maintenance	\$	2,127	\$	4,254	\$	3,700.00	\$	(554)	\$	4,300.00	\$	600	Mail box lights and fixtures
	Street Sign Repair & Replacement													Signage replacements in progress post Hurricane. Reserve
78														study includes phased signage replacements beginning in
		\$	110	\$	220	\$	3,000.00	\$	2,780	\$	-	\$	(3,000)	2026.
79	Roadway Repair & Maintenance	\$	4,760	\$	9,520	\$	5,000.00	\$	(4,520)	\$	5,000.00	\$	-	Roadway repair costs
80	Contingency													
81	Non Recurring Expenses	\$	4,956	\$	9,912	\$	20,000.00	\$	10,088	\$	20,000.00	\$	-	
82	•		-					Ė	·					
83	Field Operations Subtotal	\$	879.316	\$	1.533.931	\$	1.371.753	\$	(162.178)	S	2.899.836.19	\$	1.528.083	
84	•	_	,	Ť	.,,	_	.,,,,,	Ť	(,)	Г	_,	_	,,-50	
85	Contingency for County TRIM Notice			t —						F				
86				t —						f				
87	TOTAL EXPENDITURES	\$	1,042,907	\$	1,855,795	\$	1,679,579	\$	(176,216)	\$	3,165,766.89	\$	1.486.187	
88		_	.,0.2,001	Ť	.,555,.55	_	.,0.0,010	Ť	(,=10)		5,.55,.30.05	*	.,,	
00	EXCESS OF REVENUES OVER							-		F				
	EXPENDITURES	s	640.443	e	(167,515)	¢	(0)	e	(168.418)	•	_	\$	_	
\vdash	LAI LINDII OILLO	Ą	040,443	φ	(107,515)	Ŷ	(0)	Þ	(100,410)	3	•	Ą	-	
ш				1						<u> </u>				

Proposed Budget Venetian Community Development District River Club Fund Fiscal Year 2023/2024

	Chart of Accounts Classification	t	ctual YTD hrough 02/28/23		Projected Annual Totals 2022/2023	В	Annual udget for 022/2023	V	Projected Budget ariance for 2022/2023		Budget for 2023/2024	Budget Increase (Decrease) vs 2023/2024	Comments
<u> </u>	REVENUES												
2													
	Interest Earnings	•	0.077	•	4.005	Φ.		Φ.	4.005	Φ.			
4 5	Interest Earnings	\$	2,077	\$	4,985	\$	-	\$	4,985	\$	-		
	Special Assessments												
7	Tax Roll*	\$	1,631,149	\$	1,537,567	\$	1,631,091	\$	(93,524)	\$	1,803,130	\$ 172,039	10.5%
8	Amenity Center Revenue	Ψ	1,001,140	Ψ	1,557,507	Ψ	1,031,031	Ψ	(33,324)	Ψ	1,000,100	Ψ 172,000	10.370
9	Administration/Tennis	\$	6,424	\$	15,418	\$	58,000	\$	(42,582)	\$	23,400	\$ (34,600)	
10	Restaurant Revenue	\$	419,857	\$	850,000		850,000	\$	-	\$		\$ 42,500	
11	Christmas Bonus	\$	15,080	\$	36,192		20,000	\$	16,192	\$		\$ (1,000)	
12	TOTAL REVENUES	\$	2,074,587	\$	2,439,177	\$	2,559,091	\$	(119,914)	_		\$ 178,939	
13					, ,				,	Ť	· · ·	,	
14	Balance Forward from Prior	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	
15													
16	TOTAL REVENUES AND	\$	2,074,587	\$	2,439,177	\$	2,559,091	\$	(119,914)	\$	2,738,030	\$ 178,939	
17													
20	EXPENDITURES												
21													
	Cost of Goods												
23	Tennis Cost of Sales	\$	37	\$	89	\$	5,760	\$	5,671	\$		\$ (5,760)	
24	Restaurant Cost of Sales	\$	199,020	\$	477,648	\$	370,090	\$	(107,558)	\$	368,518	\$ (1,572)	
	Salaries and Benefits			\$	<u>.</u>								
	Salaries and Wages	\$	281,529	\$	675,670		997,636	\$	321,966	\$		\$ 10,524	
	Independent Contractor Srvcs	\$	207,435	\$	497,844	\$	35,700	\$	(462,144)	_		\$ 73,500	
	Employee Fitness Classes Employee Benefits	\$	10,245	\$	24,588	\$	12,000	\$	(12,588)	_		\$ 5,640	
	Employee Education & Training	\$	106,079 80	\$	254,590 192	\$	306,757 5,858	\$	52,167 5,666	\$		\$ 13,002 \$ (1,208)	
31	Christmas Bonus	\$	15,090	\$	36,216	\$	20,000	\$	(16,216)		,	\$ (1,208)	
	Legal Advertising	\$	15,090	\$	-	\$	20,000	\$	200	Ψ	19,000	\$ (200)	
	Repairs and Maintenance	Ψ		\$	_	Ψ		Ψ				(200)	
34	Chemicals	\$	1,722	\$	4,133	\$	6,000	\$	1,867	\$	6,000	\$ -	
35	Shop & Hand Tools	\$	241	\$	578	\$	600	\$	22	\$		\$ -	
36	Landscape Materials	\$	-	\$	-	\$	-	\$	-			\$ -	
38	Vehicle	\$	100	\$	240	\$	-	\$	-			\$ -	
39	Repairs & Maintenance-Equip.	\$	17,669	\$	42,406	\$	59,400	\$	16,994	\$	84,400	\$ 25,000	
	Maintenance Contracts	\$	55,902	\$	134,165		91,434	\$	(42,731)	\$		\$ 51,424	
	Building Maintenance	\$	7,510	\$	18,024	\$	23,100	\$	5,076	\$	23,100	\$ -	
42	Office Expense												
	Printing	\$	930	\$	2,232	\$	1,800	\$	(432)		,	\$ -	
	Postage	\$	11	\$	26		800	-	774				
	Telephone	\$	3,571	\$	8,570	_	12,600	\$	4,030				
	Office Supplies Operating Expense	\$	1,934	\$	4,642	\$	5,820	\$	1,178	\$	5,820	\$ -	
	Employee Meals	\$	7,229	\$	17,350	\$	24,530	\$	7,180	\$	25,925	\$ 1,395	
	Meals & Entertainment	\$	7,229	\$	17,330	\$	600	\$	600	\$		\$ 1,393	
	Equipment Replacement	\$	8,294	\$	19,906	\$	21,840	_	1,934	\$			
	Licenses and Fees	\$	-	\$	-	\$	16,008	\$	16,008	\$		\$ (12,408)	
52	Travel	\$		\$	_	\$	2,000	_	2,000	_			
	Electricity	\$	34,079	\$	81,790	\$	84,000		2,210				
54	Water/Sewer Effluent &	\$	20,017	\$	48,041		67,000		18,959	\$			
	Sanitation Disposal	\$	3,052		7,325		10,800		3,475	_		. , ,	
56	Gas, Diesel Fuel and Oil	\$	12,116		29,078		15,800		(13,278)				
	Equipment Rental	\$	8,571	\$	20,570	\$	13,140		(7,430)				
58	Personnel Supplies	\$	1,750		4,200		2,300		(1,900)				
	Laundry	\$	21,293		51,103		32,110		(18,993)				
	Music & Entertainment	\$	23,577		56,585		24,000		(32,585)				
	China, Glass, Silver	\$	1,574		3,778		2,842		(936)				
	Paper/Plastic	\$	10,130		24,312		17,696		(6,616)			\$ 1,125	
	Operating Supplies	\$	9,974		23,938		31,760		7,822				
	Decorations	\$	7,830	\$	18,792	\$	11,254	\$	(7,538)	\$	12,000	\$ 746	
65	Legal & Professional	1		ĺ				1					1

Proposed Budget Venetian Community Development District River Club Fund Fiscal Year 2023/2024

	Chart of Accounts Classification	t	ctual YTD hrough 02/28/23	Projected Annual Totals 2022/2023	В	Annual udget for 022/2023	va	Projected Budget ariance for 022/2023	Budget for 2023/2024	(Budget Increase Decrease) vs 2023/2024	Comments
66	Legal Fees	\$	-	\$ -	\$	-	\$	-	\$ 200	\$	200	
67	Other Administrative Cost			\$ -								
68	Com Related Promotion/Security	\$	6,335	\$ 15,204	\$	14,010	\$	(1,194)	\$ 11,410	\$	(2,600)	
69	Bad Debt Expense	\$	-	\$ -	\$	-	\$	-		\$	-	
70	Management Fee	\$	34,008	\$ 81,619	\$	81,700	\$	81	\$ 83,000	\$	1,300	
71	Employee Relations	\$	65	\$ 156	\$	5,070	\$	4,914	\$ 5,070	\$	-	
72	Insurance	\$	29,245	\$ 70,188	\$	31,903	\$	(38,285)	\$ 31,903	\$	-	
73	Misc Expense/Credit Card Fees	\$	13,203	\$ 31,687	\$	31,025	\$	(662)	\$ 31,025	\$	-	
74	Dues & Subscriptions	\$	994	\$ 2,386	\$	2,493	\$	107	\$ 1,893	\$	(600)	
75	Amenities Marketing	\$	1,590	\$ 3,816	\$	19,655	\$	15,839	\$ 14,955	\$	(4,700)	
76	Contingency											
77	Non-Recurring Expenses	\$	11,069	\$ 26,566	\$	40,000	\$	13,434	\$ 40,000	\$	-	
78	Pickleball Courts Construction	\$	-	\$			\$	-		\$	-	
79	Field Operations Subtotal	\$	1,175,100	\$2,820,240	\$	2,559,091	\$	(260,909)	\$ 2,738,030	\$	178,940	
80												
83	TOTAL EXPENDITURES	\$	1,175,100	\$ 2,820,240	\$	2,559,091	\$	(260,909)	\$ 2,738,030	\$	178,940	·
84												
85	EXCESS OF REVENUES	\$	899,487	\$ (381,063)	\$	-	\$	(380,823)	\$ -	\$	(1)	
86												

Proposed Budget Venetian Community Development District General Fund Reserves Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
3								
4	Interest Earnings							
5	Interest Earnings	\$ 6,389	\$ 12,778	\$ -	\$ 12,778	\$ -	\$ -	
6	Special Assessments							
7	Tax Roll*	\$369,280	\$369,283	\$369,283	\$ -	\$ 384,100		As per reserve study
8	Off Roll*	\$ -	\$ -	\$ -	\$ -		\$ -	
9					_			
10	TOTAL REVENUES	\$ 375,669	\$ 382,061	\$ 369,283	\$ -	\$ 384,100	\$ 14,817	
11								
12	TOTAL REVENUES AND BALANCE	\$ 375,669	\$ 382,061	\$ 369,283	\$ -	\$ 384,100	\$ 14,817	
13								
16	EXPENDITURES							
17								
18	Contingency							
19	Capital Reserves	\$ 25,742	\$136,260	\$369,283	\$233,023	\$ 384,100	\$ 14,817	
20	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
21					_			
22	TOTAL EXPENDITURES	\$ 25,742	\$136,260	\$ 369,283	\$ 233,023	\$ 384,100	\$ 14,817	
23								
24	EXCESS OF REVENUES OVER	\$ 349,927	\$ 245,801	\$ -	\$ 233,023	\$ -	\$ -	

Proposed Budget Venetian Community Development District Enterprise Fund Reserves Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023		Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1									
_	REVENUES								
3									
	Interest Earnings								
5	Interest Earnings	\$ 6,526	\$ 13,052	\$ -	\$ 13,052	\$	-	\$ -	
6	Special Assessments								
7	Tax Roll*	\$ 297,954	\$ 297,957	\$ 297,957	\$ -	\$	309,900	\$ 11,943	As per Reserve Study
8									
	TOTAL REVENUES	\$ 304,480	\$ 311,009	\$ 297,957	\$ 13,052	\$	309,900	\$ 11,943	
10									
	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	
12									
13	TOTAL REVENUES AND BALANCE FORWARD	\$ 304,480	\$ 311,009	\$ 297,957	\$ 13,052	\$	309,900	\$ 11,943	
14									
15									
	EXPENDITURES								
17									
18	Contingency								
19	Capital Reserves	\$ 237,449	\$ 316,061	\$ 297,957	\$ (18,104)		309,900	\$ 11,943	
20	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	
21									
	TOTAL EXPENDITURES	\$ 237,449	\$ 316,061	\$ 297,957	\$ (18,104)	\$	309,900	\$ 11,943	
23		£ 67.004	6 /F 0F3\	•	¢ (E.0E2)	•		s -	
24	EXCESS OF REVENUES OVER	\$ 67,031	\$ (5,052)	\$ -	\$ (5,052)	Ф	-	\$ -	

Venetian Community Development District Debt Service Fiscal Year 2023/2024

Chart of Accounts Classification	Series 2022A-1	Series 2022A-2	Budget Year 2023/2024
REVENUES			
Special Assessments			
Net Special Assessments (1)	\$326,941.36	\$787,700.66	\$1,114,642.02
TOTAL REVENUES	\$326,941.36	\$787,700.66	\$1,114,642.02
EXPENDITURES			
Administrative			
Financial & Administrative			
Debt Service Obligation	\$326,941.36	\$787,700.66	\$1,114,642.02
Administrative Subtotal	\$326,941.36	\$787,700.66	\$1,114,642.02
TOTAL EXPENDITURES	\$326,941.36	\$787,700.66	\$1,114,642.02
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00

County Collection costs (2%) and Early payment Discounts (4%)

6.0%

Gross assessments \$1,184,781.06

Notes:

Tax Roll Collection Costs (2%) and Early Payment Discount (4%) is a total 6% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2023/2024 Hurricane Budget		\$1,397,000.00
Collection Cost @	2%	\$29,723.40
Early Payment Discount @	4%	\$59,446.81
2023/2024 Total		\$1,486,170.21
2023/2024 O&M Budget		\$1,768,766.89
Collection Cost @	2%	\$37,633.34
Early Payment Discount @	4%	\$75,266.68
2023/2024 Total		\$1,881,666.90
2023/2024 River Club Budget		\$1,803,130.40
Collection Cost @	2%	\$38,364.48
Early Payment Discount @	4%	\$76,728.95
2023/2024 Total		\$1,918,223.83
2023/2024 CDD Reserve Budget		\$384,100.00
Collection Cost @	2%	\$8,172.34
Early Payment Discount @	4%	\$16,344.68
2023/2024 Total		\$408,617.02
2023/2024 River Club Reserve Budget		\$309,900.00
Collection Cost @	2%	\$6,593.62
Early Payment Discount @	4%	\$13,187.23
2023/2024 Total		\$329,680.85
2022/2023 O&M/River Club/Reserve Budget		\$3,977,910.11
2023/2024 O&M/River Club/Reserve Budget		\$5,662,897.29
Total Difference		\$1,684,987.18

	PER UNIT ANNUA	AL ASSESSMENT	Proposed Increa	ase / Decrease	
	2022/2023	2023/2024	\$	%	
Series 2022A-1 Debt Service - Quad	\$253.66	\$253.66	\$0.00	0.00%	
Series 2022A-2 Debt Service - Quad	\$700.58	\$700.58	\$0.00	0.00%	
CDD O&M - Quad	\$1,279.02	\$1,346.93	\$67.91	5.31%	
River Club - Quad	\$1,260.13	\$1,393.05	\$132.92	10.55%	
CDD Reserve - Quad	\$281.21	\$292.50	\$11.29	4.01%	
River Club Reserve - Quad	\$230.19	\$239.41	\$9.22	4.01%	
Hurricane Assessment	\$0.00	\$1,063.83	\$1,063.83	N/A	(1)
Total	\$4,004.79	\$5,289.96	\$1,285.17	32.09%	
Series 2022A-1 Debt Service - Courtyard	\$253.66	\$253.66	\$0.00	0.00%	
Series 2022A-2 Debt Service - Courtyard	\$404.96	\$404.96	\$0.00	0.00%	
CDD O&M - Courtyard	\$1.279.02	\$1.346.93	\$67.91	5.31%	
River Club - Courtyard	\$1,260.13	\$1,393.05	\$132.92	10.55%	
CDD Reserve - Courtyard	\$281.21	\$292.50	\$11.29	4.01%	
River Club Reserve - Courtyard	\$230.19	\$239.41	\$9.22	4.01%	
Hurricane Assessment	\$0.00	\$1,063.83	\$1,063.83	N/A	(1)
Total	\$3,709.17	\$4,994.34	\$1,285.17	34.65%	
Series 2022A-1 Debt Service - Villa	\$253.66	\$253.66	\$0.00	0.00%	
Series 2022A-2 Debt Service - Villa	\$538.60	\$538.60	\$0.00	0.00%	
CDD O&M - Villa	\$1,279.02	\$1,346.93	\$67.91	5.31%	
River Club - Villa	\$1,260.13	\$1,393.05	\$132.92	10.55%	
CDD Reserve - Villa	\$281.21	\$292.50	\$11.29	4.01%	
River Club Reserve - Villa	\$230.19	\$239.41	\$9.22	4.01%	
	*	*	* -		ı

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2023/2024 Hurricane Budget		\$1,397,000.00
Collection Cost @	2%	\$29,723.40
Early Payment Discount @	4%	\$59,446.81
2023/2024 Total		\$1,486,170.21
0000/0004 0044 D. J. 4		#4 700 700 00
2023/2024 O&M Budget		\$1,768,766.89
Collection Cost @	2%	\$37,633.34
Early Payment Discount @	4%	\$75,266.68
2023/2024 Total		\$1,881,666.90
2023/2024 River Club Budget		\$1,803,130.40
Collection Cost @	2%	\$38,364.48
Early Payment Discount @	4%	\$76,728.95
2023/2024 Total		\$1,918,223.83
2022/2024 CDD Bosonyo Budgot		¢294 100 00
2023/2024 CDD Reserve Budget Collection Cost @	2%	\$384,100.00
		\$8,172.34
Early Payment Discount @	4%	\$16,344.68
2023/2024 Total		\$408,617.02
2023/2024 River Club Reserve Budget		\$309,900.00
Collection Cost @	2%	\$6,593.62
Early Payment Discount @	4%	\$13,187.23
2023/2024 Total		\$329,680.85
2022/2023 O&M/River Club/Reserve Budget		\$3,977,910.11
2023/2024 O&M/River Club/Reserve Budget		\$5,662,897.29
Total Difference		\$1,684,987.18

	PER UNIT ANNUA	AL ASSESSMENT	Proposed Increa	ase / Decrease	
	2022/2023	2023/2024	\$	%	
Hurricane Assessment	\$0.00	\$1,063.83	\$1,063.83	N/A	(1)
Total	\$3,842.81	\$5,127.98	\$1,285.17	33.44%	
Series 2022A-1 Debt Service - Classic	\$253.66	\$253.66	\$0.00	0.00%	
Series 2022A-2 Debt Service - Classic	\$676.28	\$676.28	\$0.00	0.00%	
CDD O&M - Classic	\$1,279.02	\$1,346.93	\$67.91	5.31%	
River Club - Classic	\$1,260.13	\$1,393.05	\$132.92	10.55%	
CDD Reserve - Classic	\$281.21	\$292.50	\$11.29	4.01%	
River Club Reserve - Classic	\$230.19	\$239.41	\$9.22	4.01%	
Hurricane Assessment	\$0.00	\$1,063.83	\$1,063.83	N/A	(1)
Total	\$3,980.49	\$5,265.66	\$1,285.17	32.29%	
Series 2022A-1 Debt Service - Estate	\$253.66	\$253.66	\$0.00	0.00%	
Series 2022A-2 Debt Service - Estate	\$809.92	\$809.92	\$0.00	0.00%	
CDD O&M - Estate	\$1,279.02	\$1,346.93	\$67.91	5.31%	
River Club - Estate	\$1,260.13	\$1,393.05	\$132.92	10.55%	
CDD Reserve - Estate	\$281.21	\$292.50	\$11.29	4.01%	
River Club Reserve - Estate	\$230.19	\$239.41	\$9.22	4.01%	
Hurricane Assessment	\$0.00	\$1,063.83	\$1,063.83	N/A	(1
	\$4,114.13	\$5,399.30	\$1,285.17	31.24%	

\$1,279.02

\$1,346.93

\$67.91

5.31%

CDD O&M - Golf Club

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2023/2024 Hurricane Budget		\$1,397,000.00
Collection Cost @	2%	\$29,723.40
Early Payment Discount @	4%	\$59,446.81
2023/2024 Total	1,0	\$1,486,170.21
2023/2024 O&M Budget		\$1,768,766.89
Collection Cost @	2%	
		\$37,633.34
Early Payment Discount @	4%	\$75,266.68
2023/2024 Total		\$1,881,666.90
2023/2024 River Club Budget		\$1,803,130.40
Collection Cost @	2%	\$38,364.48
Early Payment Discount @	4%	\$76,728.95
2023/2024 Total		\$1,918,223.83
2023/2024 CDD Reserve Budget		\$384,100.00
Collection Cost @	2%	\$8,172.34
Early Payment Discount @	4%	\$16,344.68
2023/2024 Total		\$408,617.02
2023/2024 River Club Reserve Budget		\$309,900.00
Collection Cost @	2%	\$6,593.62
Early Payment Discount @	4%	\$13,187.23
2023/2024 Total	170	\$329,680.85
2022/2023 O&M/River Club/Reserve Budget		\$3,977,910.11
2023/2024 O&M/River Club/Reserve Budget		\$5,662,897.29
Total Difference		\$1,684,987.18

	PER UNIT ANNU	AL ASSESSMENT	Proposed Incre	ase / Decrease	
	2022/2023	2023/2024	\$	%	
CDD Reserve - Golf Club	\$281.21	\$292.50	\$11.29	4.01%	
Hurricane Assessment	\$0.00	\$1,063.83	\$1,063.83	N/A	(1)
Total	\$1,904.44	\$3,047.47	\$1,143.03	60.02%	
Series 2022A-2 Debt Service - Office	\$672.23	\$672.23	\$0.00	0.00%	
CDD O&M - Office	\$1,279.02	\$1,346.93	\$67.91	5.31%	
CDD Reserve - Office	\$281.21	\$292.50	\$11.29	4.01%	
Hurricane Assessment	\$0.00	\$1,063.83	\$1,063.83	N/A	(1)
Total	\$2,232.46	\$3,375.49	\$1,143.03	51.20%	

⁽¹⁾ Hurricane Assessment covers budgeted expenses associated with hurricane expenses planned for Fiscal Year 2023-2024.

	VENTION COMMONTY DEVILOPMENT DETRICT																																				
	FIGURA YEAR DISCIDENCE AND A DEST SERVICE ASSESSMENT SCHEDULE.																																				
						CDD OAM BUDGET	2.0%	\$1,768,766.89			RESERVE BUDGET LECTION COSTS @	2.0%	\$384,100.00 \$8,172.34			VER CLUB BUDGET LECTION COSTS @	28%	\$1,003,130.40			RESERVE BUDGET	28%	\$209,900.00			LECTION COSTS (I	28%	\$1,397,000.00									
						MENT DISCOUNT @		\$75,266,60	_		MENT DISCOUNT ()		\$16,344.69	_		MENT DISCOUNT @		\$76,728.95			MENT DISCOUNT @	485	\$13,197,23	_		MENT DISCOUNT @	48%	539,446,81									
					TOTAL COD	OLM ASSESSMENT		\$1,001,666,90	-	TOTAL COD RESI	RVE ASSESSMENT		\$409,617.02	-	TOTAL RIVER C	LUB ASSESSMENT		\$1,918,223.83		TOTAL RIVER CLUB RESI	ERVE ASSESSMENT		\$329.680.85	-	TOTAL HURRIC	CANE ASSESSMENT		\$1.496.170.21									
			SSESSED				ION OF COO OLM A					OF COO RESERVE					N OF RIVER CLUB				ALLOCATION OF RIVE						OF HURRICANE A							AL ASSESSMENT			
				RES 2022A-2	CDD	TOTAL	% TOTAL	CDD OAM	CDD OAM	C00	TOTAL	% TOTAL	COD RESERVE	COD RESERVE	RIVER CLUB	TOTAL	% TOTAL	RIVER CLUB	ROSE CLUB	RIVER CLUB	TOTAL	% TOTAL	MANUAL DESIGNATION OF THE PARTY OF T	MANUFACT.	www.	TOTAL	1,701%	HURRICANE ASSESSMENT	HERREAMS ASSESSMENT			m	RINER CLUB		2022A-1 DEBT	2002A-2 DEST	-
RANGUET TO			ERIES ⁽¹⁾⁽²⁾ DEB		CAMUNITS	EMP.	Serie.	200 0000	200 000	accept men	EAST.	SMC.	200 August 1	868145	-	ENG.	ENT.	200 Avects	MIN LOS	MARKAGE LIMITS	END.	Sec.	200.2000	200.00	-	EMP.	-	853.84875	868105	-	***	accesses.	BESSENS.	**********	SERVICE (II)	SERVICE (3)	202K ⁽⁶⁾
Qued	475		170	170	172	172.00	12.31%	\$231,672.66	\$1,346.93	177	172.00	12.31%	\$50,309.33	\$292.50	172	172.00	12.49%	\$229,603.85	\$1,293.05	179	172.00	12.49%	\$41,190.18	\$229.41	172	172.00	1231%	\$182,978.72	\$1,063.83	\$1,346.93	\$1,393.05	\$292.50	\$229.41	\$1,063.83	\$253.66	\$700.58	\$5,289.96
Coutyard	250		254	254	254	254.00	18.18%	\$342,121.25	\$1,346.93	254	254.00	18.18%	\$74,294.00	\$292.50	254	254.00	18.45%	\$363,833.59	\$1,293.05	254	254.00	18.45%	\$60,812.59	\$229.41	254	254.00	18.18%	\$270,212.77	\$1,063.63	\$1,346.93	\$1,393.05	\$292.50	\$229.41	\$1,063.83	\$253.66	\$404.96	\$4,994.34
Villa	456		413	413	414	414.00	29.63%	\$557,630.71	\$1,346.93	414	414.00	29.62%	\$121,093.38	\$292.50	414	414.00	30.07%	\$576,720.89	\$1,293.05	454	414.00	20.07%	\$99,119.73	\$229.41 \$229.41	414 372	414.00 272.00	29.62%	\$440,425.53	\$1,063.83	\$1,346.93	\$1,383.05	\$292.50 \$292.50	\$229.41 \$229.41	\$1,063.83	\$253.66		\$5,127.98
Classic	375		369	164	372	372.00 165.00	26.63%	\$501,059.48 \$222,244.12	\$1,346.93	372	372.00 165.00	11.81%	\$108,808.54	\$292.50 \$292.50	372	372.00 165.00	27.02% 11.98%	\$518,212.97 \$229,852.53	\$1,393.05	372	372.00 165.00	27.02% 11.98%	\$89,064.11 \$39,504.24	\$229.41 \$229.41	165	165.00	11,87%	\$175,531,91	\$1,063.83	\$1,346.93	\$1,383.05	\$292.50	\$239.41 \$239.41	\$1,063.83	\$253.66		\$5,265.66
Estate	160		164	9	165	800	0.64%	\$12,122,41	\$1,346.93	165	9.00	0.64%	52,632.46	\$292.50	165	0.00	0.00%	\$0.00	\$0.00	165	900	0.00%	50.00	\$0.00	-	800	094%	\$957447	\$1,063,63	\$1,346.83	\$0.00	529.50	50.00	\$1,063,83	\$253.66	\$809.92	\$5,399.30
Golf Club Office	9			11	11	11.00	0.79%	\$14,816.27	\$1,346.93	11	11.00	0.79%	\$3,217.46	\$292.50		0.00	0.00%	\$2.00	\$0.00		000	0.00%	\$0.00	\$0.00	11	11.00	0.79%	\$11,702.13	\$1,063.83	\$1,346.93	\$0.00	\$292.50	\$0.00	\$1,063.83	\$0.00		\$3,047.47
	129	7 1	270	1290		1297.00	100.00%	\$1,881,666,90	=		1297.00	100,00%	\$408.617.02	=		1277.00	100,00%	\$1,918,223,83			1277.00	100.00%	\$229,680.85	=		1297.00	100.00%	\$1.496.170.21									
			219	1200		1207.00	100.00%	\$1,000,000.00	-		1287.00	100.00%	2400,017.02	-		1277.00	100.00 %	2010222	•		120.00	100.001	2227,000.22	-	•	1201.00	100.001	2000000									
LESS: Sarasota C	unty Collection Costs	(2%)and Early Paym	nent Discount Costs	ts (4%)				(\$112,900.01)					(\$24,517.02)					(\$115,092.43)					(\$19,700.85)					(\$89,170)									
Net Revenue to b	Collected							\$1,768,766.89	=				\$384,199.09	=				\$1,993,130,49	-				\$209.900.00	=				\$1,397,000,00									
									-					-					•					-													
(1) Reflects 7 (seven)	propayments which	occurred prior to t	the refunding.																																		
(2) Reflects the numb	or of total lots with	Series 2022A-1 and	Series 2022A-2 d	debt outstanding.																																	
(2) Annual debt servi	20 Amend data learns as superamentary for the subject in connection with the Virtual Series 2022 or and Series 2022 in a learn Series 202																																				
(4) Annual assessme	t that will appear o	n November 2023 S	Sarasota County p	property tax bill. Amo	ount shown includ	ns all applicable colle	ction costs. Proper	tty owner is eligible for	a discount of up to 47	If paid early.																											

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

<u>EXPENDITURES – ADMINISTRATIVE:</u>

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles, and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for the management and administration of the District's day-to-day needs. These services include the conducting of board meetings, workshops, the overall administration of District functions, all required state, and local litings, preparation of the annual budget, purchasing, risk management, preparing various resolutions, and other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on the property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Medite Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Telephone, **Fax**, **Internet**: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access pards, entry decals etc.

Rizzetta & Company

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



Tab 4

RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Venetian Community Development District ("District") prior to June 15, 2023, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 28, 2023

HOUR: 9:30 a.m.

LOCATION: Venetian River Club

502 Veneto Boulevard

North Venice, Florida 34275

- 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to The City of Venice at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

- 5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.
- 6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
- 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 22ND DAY OF MAY, 2023.

ATTEST:	VENETIAN COMMUNITY DEVELOPMENT DISTRICT
Assistant Secretary	 By: Its: Chairman / Vice Chairman

Exhibit A: Fiscal Year 2023/2024 Proposed Budgets

Exhibit A Fiscal Year 2023/2024 Proposed Budgets

Tab 5

MINUTES OF MEETING 1 2 3 4 5 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. 6 VENETIAN COMMUNITY DEVELOPMENT DISTRICT 7 8 The second meeting of the Audit Committee of the Venetian Community 9 Development District was held on Monday, April 24, 2023 at 9:40 a.m. held at the 10 11 Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275. 12 13 Present and constituting a quorum were: 14 15 Richard Bracco **Committee Member** Ernest Booker **Committee Member** 16 17 Ken Smaha **Committee Member** Jill Pozarek **Committee Member** 18 Cheryl Harmon Terrana **Committee Member** 19 20 Also present were: 21 22 23 Belinda Blandon District Manager, Rizzetta & Company, Inc. **District Counsel –** 24 Andy Cohen Persson, Cohen, Mooney, Fernandez & Jackson, P.A. 25 Rick Schappacher District Engineer, Schappacher Engineering 26 Keith Livermore Field Manager, Rizzetta & Company, Inc. 27 **General Manager, River Club** Jeffrey Thomas 28 Heather Alexander Vesta Property Services 29 30 Audience 31 FIRST ORDER OF BUSINESS Call to Order 32 33 Ms. Blandon called the meeting to order and conducted the roll call. 34 35 SECOND ORDER OF BUSINESS 36 Pledge of Allegiance 37 Mr. Bracco led the Board and audience in reciting the pledge of allegiance. 38 39 THIRD ORDER OF BUSINESS **Public Comment** 40 41 Ms. Blandon opened the floor to comments from the public. There were none. 42 43 FOURTH ORDER OF BUSINESS Review and Ranking of Proposals 44 Received in Response to the RFP for 45 Auditina Services 46 and Recommendation to the Board of 47 Supervisors 48

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Ms. Blandon advised that proposals were received from Berger, Toombs, Elam, Gaines & Frank and Grau & Associates; she collected the score sheets from the Committee Members and tallied the scores.

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The Board took a brief recess at 9:43 a.m. and was back on the record at 9:47 a.m.

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Ms. Blandon announced that Grau ranked first with 456 points and Berger, Toombs, Elam, Gaines & Frank ranked second with 411.8 points.

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On a Motion by Mr. Bracco, seconded by Mr. Booker, with all in favor, the Committee Ranked Grau & Associates as the Top Respondent and Recommended that the Board of Supervisors Enter into a Contract with Grau & Associates for Audit Services, Based on the Ranking of the Proposals, for the Audit Committee of the Venetian Community Development District.

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FIFTH ORDER OF BUSINESS

Comments/Adjournment

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Ms. Blandon opened the floor for comments. There were none.

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On a Motion by Mr. Bracco, seconded by Ms. Terrana, with all in favor, the Committee adjourned the meeting at 9:49 a.m., for the Audit Committee of the Venetian Community Development District.

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Tab 6

MINUTES OF MEETING 1 2 3 4 5 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 6 COMMUNITY DEVELOPMENT DISTRICT 7 8 9 The regular meeting of the Board of Supervisors of the Venetian Community Development District was held on Monday, April 24, 2023 at 9:49 a.m. held at the 10 11 Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275. 12 13 Present and constituting a quorum were: 14 15 Richard Bracco **Board Supervisor, Chairman Board Supervisor, Vice Chairman** Ernest Booker 16 17 Ken Smaha **Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary** Jill Pozarek 18 Cheryl Harmon Terrana **Board Supervisor, Assistant Secretary** 19 20 Also present were: 21 22 23 Belinda Blandon District Manager, Rizzetta & Company, Inc. **District Counsel –** 24 Andy Cohen Persson, Cohen, Mooney, Fernandez & Jackson, P.A. 25 Rick Schappacher District Engineer, Schappacher Engineering 26 Field Manager, Rizzetta & Company, Inc. Keith Livermore 27 General Manager, River Club Jeffrey Thomas 28 Heather Alexander Vesta Property Services 29 30 Audience 31 FIRST ORDER OF BUSINESS Call to Order 32 33 Ms. Blandon called the meeting to order and conducted the roll call. 34 35 SECOND ORDER OF BUSINESS 36 **Public Comment** 37 Ms. Blandon opened the floor to comments from the public. 38 39 Ms. Nick thanked the past Board, the current Board, and Staff for their efforts and 40 work on the pickleball courts. 41 42 Ms. Nigro addressed the Board related to fitness classes. 43 44 Ms. Ovvretsky addressed the Board related to safety at the club. 45 46 Ms. Olson addressed the Board related to fitness classes. 47 48 49 Ms. Mangiarallo addressed the Board related to fitness classes.

- Ms. Taylor addressed the Board related to fitness classes.
- Ms. Ram addressed the Board related to the condition of the Welcome Center.
- Ms. Schimberg spoke regarding successful events at the River Club, giving Kudos to Sara, the administrative assistant, as well as Carlos. She further addressed the Board related to the condition of her street. Ms. Schimberg spoke regarding the pickleball project as well as providing her input related to the accountants.
- Mr. Craychee addressed the Board related to police patrols within the community. He further seconded Ms. Schimberg's comments related to Sara, the administrative assistant.
- Mr. Goodman seconded the comments related to the Welcome Center, he further recommended updates to the guardhouse, and he spoke in favor of a dog park.
 - Mr. Cassell addressed the Board regarding pickleball.

THIRD ORDER OF BUSINESS

Staff Reports

A. District Engineer

Mr. Schappacher advised that only two bids were received for the pickleball courts project out of the six vendors the bid package was sent to. He advised that he is working on getting additional estimates, including site contractors. Mr. Schappacher responded to questions from the Board related to the bids and construction.

- Mr. Smaha advised that a question was raised in the Reserve Advisory Committee meeting related to the condition of Portofino Road as well as raised manhole covers.
- Mr. Bracco asked that Mr. Schappacher take a look at Bella Vista on his way out. Mr. Schappacher confirmed.
- Mr. Schappacher advised that he continues to work with the road rejuvenation contractor for clean up of the driveways and garages. Mr. Smaha inquired as to marked pavement. Mr. Schappacher advised that marks will fade.

Ms. Blandon recommended moving the Technology Training Associates and the 4.C up in the agenda. The Board concurred.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2023-06, Amending the District's Rules Regarding Fitness Class Usage at its River Club Facilities

Mr. Booker recommended approval of the amended resolution related to fitness; proposing four indoor class registration limit for October 1st through April 30th and no limits

from May 1st to September 30th as it adequately accommodates the needs of the residents. Board discussion ensued. Mr. Thomas reviewed attendance data related to fitness classes as provided by Ms. Spokowski. Mr. Smaha advised that the reason the limit was set to three was not a cost factor, but a fairness factor, as many residents complained that only the same residents were attending classes week after week and others could not get in.

On a Motion by Mr. Booker, seconded by Ms. Pozarek, with all in favor, the Board Adopted Resolution 2023-06, Amending the District's Rules Regarding Fitness Class Usage at its River Club Facilities, for the Venetian Community Development District.

FIFTH ORDER OF BUSINESS

Presentation by Technology Training Associates Regarding JONAS Club Management Software

Mr. Thomas introduced Mr. Erik Titus and Mr. Brady Dick of Technology Training Associates (TTA); he advised that TTA is a vendor for JONAS Club Management Software. Mr. Titus and Mr. Dick provided a detailed presentation of the JONAS Club Management Software, including the modules available for reporting. The representatives demonstrated the system and responded to questions from the Board. The Board thanked Mr. Titus and Mr. Dick for their time and presentation.

THIRD ORDER OF BUSINESS

Staff Reports (Continued)

B. District Counsel

Mr. Cohen advised that award letters were sent to the Landscape Vendors and no protests have been received; he advised that he is moving forward with preparing the new contract for LMP.

Mr. Bracco advised of concerns related to firearms in the building and whether or not they can be restricted. Mr. Cohen advised that firearms are not allowed at a public meeting of a local government; with regards to someone bringing a firearm into the building, he will research that question.

C. River Club

Summary; he spoke regarding staffing challenges and inventory or pilferage issues. Mr. Thomas advised that Northstar Club Management Software will be providing a presentation at an upcoming meeting. He advised that Ms. Cerce has resigned and a search for her replacement is underway. Mr. Thomas responded to questions from the Board. Mr. Booker inquired as to whether there is a problem related to pilferage and assets. Mr. Thomas advised that he believes they do and so they are looking into options for

Mr. Thomas distributed and provided an overview of the April 2023 Executive

Mr. Bracco inquired as to a payment from Vesta of just over \$3,000 and he would like to know where that payment was applied.

additional security cameras. Discussion ensued.

E. Field Manager

Mr. Livermore advised that the fence along Laurel Road is being taken care of by the City. He further advised that the River Club door ADA Compliance project is complete, and he is still moving forward with completion of LMP projects. Mr. Bracco thanked Mr. Livermore for sticking with these projects.

D. District Manager

Ms. Blandon provided a presentation related to the FEMA process, via the projector, and responded to questions from the Board. She reminded the Board that the budget workshop will be held on May 8th at the end of the regular BOS meeting. Ms. Blandon advised that an invoice has been received from Lobeck & Hanson for Pickleball related items totaling approximately \$20,000. Ms. Blandon responded to questions related to the financial statement. Mr. Bracco inquired as to the HOA payment for the office renovations. Mr. Livermore advised that he was informed that the check had been mailed. Mr. Smaha inquired as to invoices from DeAngelo. Ms. Blandon advised that payment had been made and checks were not cashed and so checks had to be reissued.

SIXTH ORDER OF BUSINESS

Consideration of the Operations and Maintenance Expenditures for the Month of March 2023

Ms. Blandon advised that the expenditures for the period of March 1-31, 2023 total \$265,264.13.

On a Motion by Mr. Smaha, seconded by Mr. Bracco, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Period of March 1-31, 2023, totaling \$265,264.13, for the Venetian Community Development District.

SEVENTH ORDER OF BUSINESS

Review of March 17, 2023 Landscape Inspection Report

Ms. Blandon advised that Mr. Fowler is sick and so was not able to attend today. She advised that if there are any specific questions related to the report, they can be sent to her and she will forward to Mr. Fowler and then provide one comprehensive response to the Board.

EGHTH ORDER OF BUSINESS

Discussion Regarding Private Events and Fee Schedule

Mr. Thomas responded to questions from the Board related to pricing for outside events. Discussion ensued regarding events. The Board asked that Mr. Thomas provide better detail and include a higher minimum. The Board advised that further discussion on this matter is needed.

NINTH ORDER OF BUSINESS

Consideration of Audit Committee Recommendation

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Ms. Blandon advised that the Audit Committee has ranked Grau & Associates as the top respondent with 456 points and has recommended that the Board enter into a contract with Grau & Associates for Audit Services.

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On a Motion by Mr. Bracco, seconded by Ms. Terrana, with all in favor, the Board Accepted the Recommendation of the Audit Committee to Enter into a Contract with Grau & Associates for Audit Services, for the Venetian Community Development District.

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TENTH ORDER OF BUSINESS

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Discussion Regarding Policy Patrols within the Community

Mr. Bracco advised that a traffic study was conducted in 2017 and at that time the Board did have two community meetings for residents to voice their opinions regarding bringing police patrols into the community and there was a clear message that the police were not anxious to come in due to possibly diminishing the relationship with the community. Mr. Bracco reviewed traffic concerns within the community, and he believes that something needs to be done; he advised that he does not recommend utilizing off duty patrols, but rather having the police department conduct pass throughs. Board discussion ensued regarding the traffic hawks, the degree of the problem to be cured, and the implications of bringing in the police department.

Mr. Cohen advised that consideration should be given to how the patrolling entity may respond to any request by the Board.

The Board asked that Mr. Bracco reach out to the police department to inquire as to additional patrols.

ELEVENTH ORDER OF BUSINESS

Consideration of Pool Bar Shade Awning Proposals

Ms. Pozarek distributed and reviewed proposals for shade at the pool bar. Board discussion ensued.

On a Motion by Ms. Pozarek, seconded by Mr. Booker, with all in favor, the Board Approved the Sun Protection of Florida Proposal for Pool Bar Shade, in the Amount of \$5,988.10, for the Venetian Community Development District.

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TWELFTH ORDER OF BUSINESS

Discussion Regarding Survey Results

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This item was tabled to the next meeting.

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THIRTEENTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Meeting held on March 27, 2023

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Ms. Blandon presented the minutes of the Board of Supervisors' meeting held on 230 231 March 27, 2023 and asked if there were any questions, comments, or changes to the minutes as presented. There were none. 232 233 On a Motion by Mr. Bracco, seconded by Mr. Smaha, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on March 27, 2023, for the Venetian Community Development District. 234 FOURTEENTH ORDER OF BUSINESS Consent Items 235 236 Ms. Blandon advised that the consent items consist of the Facilities Advisory 237 Committee meeting minutes of March 7, 2023, the Fitness and Pool Advisory Committee 238 239 meeting minutes of March 15, 2023, the Reserve Advisory Committee meeting minutes of March 20, 2023, and the Social and Dining Advisory Committee meeting minutes of March 240 8, 2023. She asked if there were any questions. There were none. 241 242 On a Motion by Mr. Bracco, seconded by Ms. Terrana, with all in favor, the Board Accepted the Consent Items, for the Venetian Community Development District. 243 244 FIFTEENTH ORDER OF BUSINESS **Supervisor Requests and Comments** 245 Ms. Blandon opened the floor to Supervisor requests and comments. 246 247 Ms. Terrana inquired as to Advisory Committee meeting minutes being posted. 248 249 250 Mr. Booker advised that there had been inquiry as to the addendum to tennis rule #18. Discussion ensued. 251 252 SIXTEENTH ORDER OF BUSINESS Adjournment 253 254 Ms. Blandon advised there is no further business to be conducted and asked for a 255 256 motion to adjourn. 257 On a Motion by Mr. Booker, seconded by Ms. Pozarek, with all in favor, the Board adjourned the meeting at 1:06 p.m., for the Venetian Community Development District. 258 259 260 Chairman / Vice Chairman Secretary / Assistant Secretary

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Tab 7

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

<u>DISTRICT OFFICE · FT. MYERS, FLORIDA 33912 - (831) 933-5571</u>

MAILING ADDRESS · 3434 COLWELL AVENUE · SUITE 200 · TAMPA, FLORIDA 33614

venetiancdd.org

Operation and Maintenance Expenditures April 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2023 through April 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:	\$173,774.09	
Approval of Expenditures:		
Chairperson		
Vice Chairperson		
Assistant Secretary		

Paid Operation & Maintenance Expenditures April 1, 2023 Through April 30, 2023

Ch	eck

Vendor Name	Number	Invoice Number	Invoice Description	Invoi	ice Amount
AMF Mark Mobile Welding, LLC	100299	2557	Weld Mailbox 189 Portofino 03/23	\$	100.00
AMF Mark Mobile Welding, LLC	100299	2558	Weld Mailbox 114 Vicenza Way 03/23	\$	100.00
AMF Mark Mobile Welding, LLC	100276	2565	Weld Mailbox 257 Pessaro 03/23	\$	100.00
AMF Mark Mobile Welding, LLC	100299	2574	Weld Mailbox 154 Monteluna 04/23	\$	100.00
City of Venice	100300	44300-59516 03/23	Guardhouse - 101 Veneto 03/23	\$	67.98
City of Venice	100300	76604-72272 03/23	111 Asti Ct 03/23	\$	6.75
Clean Sweep Parking Lot Maintenance Inc	100277	31642_013123	Street Sweeping 01/23	\$	450.00
Clean Sweep Parking Lot Maintenance Inc	100277	51165	Street Sweeping 03/23	\$	450.00
Clean Sweep Parking Lot Maintenance Inc	100301	51277	Street Sweeping 04/23	\$	450.00
COMCAST	20230405-1	8535 10 050 0439604 04/23	Guardhouse Phone & Internet 04/23	\$	350.53
COMCAST	100285	8535100500435480	Guard House Internet Service 04/23	\$	126.85
Florida Power & Light Company	20230411-1	FPL Summary 03/23 AUTOPAY	FPL Summary 03/23	\$	5,312.62

Paid Operation & Maintenance Expenditures April 1, 2023 Through April 30, 2023

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Number	Invoice Number	Invoice Description	Inv	oice Amount
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20230404-1	941-485-8500-120513-5 03/23	Field Manager Phone 03/23	\$	333.18
100278	S2100844.001	Lighting Fixture Parts 03/23	\$	981.00
100286	21150	Website ADA Quarterly 04/23	\$	384.38
100279	171655	Tree Stump Removal & Replacement 11/23	\$	43,000.00
100279	171755	Hurricane Clean Up 11/22	\$	795.00
100307	174742	Monthly Ground Maintenance & Irrigation 04/23	\$	27,737.08
100287	174885	Fertilizer Installation 03/23	\$	2,205.00
100287	174886	Pest Control 03/23	\$	750.00
100288	3420	Legal Services 03/23	\$	6,020.00
100273	INV0000075842	Additional Meeting 01/23/23	\$	1,045.00
100297	INV0000075887	Cell Phone 01/23	\$	50.00
100275	INV0000078820	District Management Fees 04/23	\$	6,499.66
	Number 20230404-1 100278 100286 100279 100279 100287 100287 100288 100273 100297	Number Invoice Number 20230404-1 941-485-8500-120513-5 03/23 100278 \$2100844.001 100286 21150 100279 171655 100307 174742 100287 174885 100288 3420 100297 INV0000075842 100297 INV0000075887	Number Invoice Number Invoice Description 20230404-1 941-485-8500-120513-5 03/23 Field Manager Phone 03/23 100278 \$2100844.001 Lighting Fixture Parts 03/23 100286 21150 Website ADA Quarterly 04/23 Tree Stump Removal & Replacement 11/23 100279 171655 Hurricane Clean Up 11/22 Monthly Ground Maintenance & Irrigation 04/23 100307 174742 Irrigation 04/23 100287 174886 Pest Control 03/23 100288 3420 Legal Services 03/23 100273 INV0000075842 Additional Meeting 01/23/23 100297 INV0000075887 Cell Phone 01/23	Number Invoice Number Invoice Description Inv 20230404-1 941-485-8500-120513-5 03/23 Field Manager Phone 03/23 \$ 100278 S2100844.001 Lighting Fixture Parts 03/23 \$ 100286 21150 Website ADA Quarterly 04/23 \$ 100279 171655 11/23 \$ 100279 171755 Hurricane Clean Up 11/22 \$ Monthly Ground Maintenance & Irrigation 04/23 \$ 100287 174885 Fertilizer Installation 03/23 \$ 100287 174886 Pest Control 03/23 \$ 100288 3420 Legal Services 03/23 \$ 100273 INV0000075842 Additional Meeting 01/23/23 \$ 100297 INV0000075887 Cell Phone 01/23 \$

Paid Operation & Maintenance Expenditures April 1, 2023 Through April 30, 2023

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Von der Neme	Check	Invaina Nivashau	Inveite Decembring	l.e.	raina Amanunt
Vendor Name	Number	Invoice Number	Invoice Description	_ Inv	oice Amount
Rizzetta & Company, Inc.	100274	INV0000078920	Additional Meeting 03/27/23	\$	1,045.00
Rizzetta & Company, Inc.	100282	INV000078931	Personnel Reimbursement 03/23	\$	7,659.06
Rizzetta & Company, Inc.	100283	INV000078959	Cell Phone 03/23	\$	50.00
D: " 0 0	400004	IN II (0000070005	5 N (; T; 0.4/00	•	400.00
Rizzetta & Company, Inc.	100284	INV0000078985	Excess Meeting Time 04/23	\$	130.63
Rizzetta & Company, Inc.	100298	INV0000079434	Personnel Reimbursement 04/23	\$	8,528.96
Schappacher Engineering, LLC	100289	2390	Engineering Services 03/23	\$	9,625.00
Solitude Lake Management, LLC	100308	PSI-62894	Lake & Pond Annual Maintenance 04/23	\$	4,154.79
Southworth Solutions, LLC	100303	1384	Software License Fees 04/23	\$	224.00
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Staples	100290	8069814235	Office Supplies 04/23	\$	318.05
The Gainesville Sun	100291	5433407	Account #526049 Legal Advertising 03/23	\$	823.35
U.S. Bank	100292	6867665	Trustee Fees S22 03/01/23-02/29/24	\$	4,040.63
Universal Protection Service, LLC	100293	14084967	Security Services 02/24/23-03/30/23	\$	38,436.64

Paid Operation & Maintenance Expenditures April 1, 2023 Through April 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	ice Amount
Venetian Golf & River Club	100294	45009	Effluent Water Use 02/23	\$	986.25
Water Boy Inc.	100295	385043	Water Delivery 03/23	\$	15.00
Water Boy Inc.	100280	21096731	Water Delivery 03/23	\$	36.70
Water Equipment Technologies of Southwest Florida LLC Water Equipment Technologies of	100281	21752	Weekly Entrance Fountain Maintenance 03/23 Quarterly Floating Fountain	\$	200.00
Southwest Florida LLC	100296	21788	Maintenance 04/23	\$	85.00
Report Total				\$ 1	173,774.09

Tab 8

VENETIAN COMMUNITY DEVELOPMENT DISTRICT 502 VENETO BOULEVARD, NORTH VENICE, FL 34275 FACILITIES ADVISORY COMMITTEE MEETING April 4, 2023 Minutes

Attending:

Mark Kissinger, FAC Chair Bob Ruffatto, FAC Member Bill Phillips, FAC Member Bob Crane, FAC Member Tim Carr, FAC Member Jill Pozarek, VCDD FAC Liaison Miles Cleary, River Club Maintenance Nancy Spokowski, Resident

- 1. Call to Order: Meeting called to order by Mark Kissinger at 3:02 pm.
- 2. Quorum / Attendance: Mark Kissinger declared that a quorum was achieved.
- 3. Public Comments: None
- 4. Minute Approval: The March 7, 2023 FAC Minutes were approved unanimously on a motion by Mark Kissinger and seconded by Bob Crane.
- 5. Liaison Report: Jill Pozarek stated:
 - ➤ That references are necessary to continue the conversation about the retractable awning vendors. Bill Phillips will follow up and intend to provide a summary for the CDD meeting on April 24. A memo will be generated describing the final FAC recommendation.
 - ➤ The Pool & Fitness Committee along with the Facilities Committee should consider a joint workshop to discuss pool deck area shading options.
 - ➤ Bob Ruffatto will ask Eric Krauth for a quote to build a partition that blocks the Pool Bar refrigerator from the sun.
- 6. Maintenance Items: (Per Miles Cleary, Maintenance Manager)
 - Automatic main entrance door to River Club should be completed by April 10.
 - ➤ The new pool fencing should be installed within 6 weeks. Final drawings have not yet been provided. Miles to follow up.
 - ➤ Other lighting vendors will be asked to provide estimate for repair of pool landscape lighting. Synergy has not been responsive.

- ➤ Miles presented updated separate daily, weekly, and monthly maintenance checklists of RC areas that require ongoing cleaning and upkeep. These checklists continue to be a work in progress.
- ➤ Related to Tim Carr's maintenance list and ongoing RC walk-abouts, he and Miles Cleary discussed items completed as well as those still needing repair. The list is attached. The FAC believes the General Manager should review this list on a weekly with the Maintenance Manager.
- Related to the gas leak, Miles has worked with the kitchen staff to establish new closing checklist procedures. This may not be adequate. Vesta is responsible for establishing and maintaining appropriate safety standards and should make appropriate recommendations. The GM will be so advised.
- 7. Capital Expenditures: Over the last three months, the FAC has discussed possible capital needs for the next budget cycle. Although requested, it has not received any input from Vesta. Following are items noted by the FAC:
 - ➤ LaSala Indoor Bar: Last year, Fishman & Associates (the pool bar equipment provider) noted that most La Sala bar equipment is beyond its useful life. Before developing an equipment replacement program (likely over \$50,000), we should consider the community's long-term objective. The initial step to determine options would require engaging design and construction consultants (but not an architect). We anticipate those costs to be approximately \$20,000.
 - ➤ HVAC: Miles Cleary will ask the HVAC maintenance vendor for a complete evaluation of the existing equipment including useful life and replacement cost.
 - ➤ Kitchen Equipment: The FAC requests Jeff Thomas work with the kitchen cooks/staff to determine kitchen needs.
 - ➤ Pool Heaters: Jill Pozarek will ask Mike Craychee for his opinion on phased replacement of the pool heaters.
 - ➤ Locker Rooms: Public and committee comments suggest that the Men's and Women's Locker rooms need renovation.

Minutes submitted by Mark Kissinger

Facilities Committee next meeting scheduled for:

Tuesday, May 2, 2023 - 3pm at River Club

Venetian Community Development District 502 Veneto Boulevard North Venice, FL 34275 Racquet Sports Advisory Committee (RSAC) Meeting Minutes – April 10, 2023

Attending Members: Pat Hinsch (PH), Mark Faford (MF), Brenda Mike (BM), Sandi Nick (SN), Karen Wilson (KW), Paul Ryan (PR)

VCDD Board Liaison: Ernest Booker

Tennis Director: Dave Freiman (DF), The Tennis Connection

PH wanted to clarify that she watched the CDD meeting from a month ago and she wanted to clarify that PH did not state the Venetian was "essentially a team tennis club". KW agreed.

- 1. **Call to Order:** Meeting was called to order by Chairperson PH.
- 2. **Establish Quorum:** A quorum was established with PH, PR, MF, BM, KW, SN present.
- 3. **Approval of Minutes of March 13, 2023:** MF made a motion to accept the Minutes and PH seconded the motion. There were no objections; the motion was approved 6-0.
- 4. **Liaison Statement:** EB stated the RSAC had 2 big wins in the last month. Pickleball was approved by Venice City Council and the approval of the Amendment to Rule 18 was approved by the CDD Board

5. Public Comment:

<u>Tim Carr</u> stated that a Tennis pro was teaching at the Venetian and the pro in question was not a pro at the Venetian. Additionally, Tim Carr stated that people are circumventing the tennis rules and booking back-to -back courts. PH indicated that the resident, who brought in the tennis pro, was spoken to by DF. DF and EB are meeting with the resident as a follow-up. DF indicated he has spoken to the resident who had booked the tennis courts back-to-back, and the DF explained to the resident what they did wrong and now understands the proper process.

6. New Business

A. Tennis Directors Report:

- a) DF advised that he is planning to coordinate a tennis team captains (League play) meeting shortly and planning to address possibly consolidating league teams as well as process for registering all league teams with DF, as discussed in prior RSAC meeting.
- b) The St Patrick's Day Tennis event was very successful; no special events planned for April but Sarasota Open is happening in April and DF informed residents of discounted tickets availability.
- c) The Tennis lights installation continues to encounter delays. A company that makes part of the light fixture has gone out of business; they are looking at options.
- d) DF looking into Summer activities for the tennis community including Kids camps and possibly a Golf-Tennis event
- e) DF commented on how well Carlos has been doing in his role and taking on additional work.
- f) Golf cart used by Tennis staff is fixed and in-use.
- g) Discussion was held on Tennis guests and DF provided a list of March guest fees. PH suggested notes section of on-line reservation be used by residents to indicate if guests are 'house' guests or 'outside' guests. KW indicated that some members may have been paying the guest fees in cash to Carlos. DF indicated that should not be happening as the tennis staff do not have a cash draw and should not be accepting cash. Consensus was to clarify to the tennis community that any guest be reflected in comment section of the reservation system and guest fees will

be charged to the member and the guest can/should pay the member for the guest fee.

- h) MF inquired of DF what he was planning to discuss at the Team Captain Meeting, such as whether players should be limited to playing on age-appropriate team. KW raised the point that team captains should be in the age group of the team they are captaining (i.e., captain of a 60's team, should be in their 60's, not 70's or 80's), also look into the possibility of combining the 2 60-3 teams. Consider having team captains prioritizing playing team members who are in the age group of the team over team members who are also eligible to play on other, older age group teams. Also consider combining the two 75-year-old age group teams.
- i) KW inquired if DF would continue to charge members for the events he conducts; DF indicated he intended to keep charging fees for each event. He will work to keep the fees +/-\$15/event. Also, when is best time for residents to speak with DF. DF indicated best solution would be to call, email or text him and arrange a conversation.
- j) DF identified issues encountered on Mondays with 11am ladies Interclub needing to end at 12:30 sharp when there was a men's team match scheduled for 12:30.
- k) PR raised the issue of broken fence post in between courts 1&2. Post is completely broken and jagged edged. DF agreed and it is his priority to work with Miles to find a patch for that post. When the courts were refenced in the last couple of years, the posts were not replaced- just the fencing. So, the fence posts may need to be replaces as there is visible rusting on some of the fence posts.

B. Discussion of Availability of the Teaching Court

i) PH initiated a discussion on DF releasing the teaching court (#5) when he is not using the court for lessons or clinics. PH suggested that DF release the teaching court by 4 PM the day before. MF suggested releasing the court 24 hours ahead of time, when not being used. DF

- agreed to release the teaching court by 2PM the day before, when not being used.
- ii) MF asked who is trained on Club Essentials, as that may facilitate releasing the teaching court when DF is unable to do so. DF indicated the whole staff is trained; Carlos is more familiar with it though. MF will investigate how DF can have mobile access to Club Essentials, which is another possible solution.

C. Discussion of Prime Time Play

KW discussed that there is a feeling that RSAC will not approve limits on prime time play from 8am -11 am sessions, particularly limiting singles play during prime time... Discussion ensued as to prior discussions held by the RSAC whether limiting singles play to the 8:00 and 11:00 sessions in season would create opportunities for more players to get on the courts in prime time. MF compiled a comprehensive report of prime-time open courts from January - April 2022. PH mentioned her review of 2023 courts that showed open courts generally available in prime time. MF referenced the December 2022 RSAC meeting referring to the discussion where MF compiled a comprehensive report of prime-time open courts from January - April 2022. The data showed a small percentage of prime-time courts were open, except for on certain weekends. It doesn't appear that limiting singles to specific time slots will open up more courts for social play, therefore no action was taken by the RSAC. General discussion ensued. PH stated we can continue to look at prime time play but if we continue to see open courts, then how can we tell some residents they are limited to play...RSAC can continue to monitor this.

D. Discussion of Tennis Rules

- a) KW Indicated that at the CDD meeting PH stated that KW voted for the Rule 18 amendment. KW stated she would like to change her mind on that vote.
- b) PH indicated she would like the RSAC members to review all the tennis rules and update if appropriate.
- c) A discussion was held on Tennis Rule #1. When implemented this rule intended to require members that all players were listed in the tennis

reservation system. DF indicated that generally he sees the booking have four names. PR and BM indicated they see residents just book with 2 names and end up amending the reservation with 4 players...A discussion of the current situation was held and it was agreed the committee members would review the tennis Rules and tennis reservation instructions for discussion at the May 2023 RSAC meeting. DF indicated residents can make changes and/or include revisions in the comments section. The responsibility for the proper players being included in the reservation should be with the resident.

d) PH briefly mentioned:

- Rule 7 to include comment for the online ball machine reservation.
- Rule 13 to be deleted.
- Anticipate adding an Addendum to rule 18
- Rule 12 about blocking time for residents does not really apply any longer
- e) More Rules discussions to be held at future RSAC meetings

7. Old Business

A. Club Essentials

i) MF provided update on 'Exclusive Rights' feature which is still an issue. MF mentioned that he discussed this with Club Essentials and also mentioned to them that we will be looking at other booking systems. Also discussed was residents attempting to use multiple devices to book a court and the feature in Club Essentials which prevents multiple devices being used for bookings.

ii) MF stated that Venetian GM, Jeff Thomas, was directed by the CDD Board to investigate competing software. Jeff is looking at two competing companies. MF indicated one of the companies was Jonas software and MF went through a demo with the Jonas representatives and Jonas seemed to be able to accommodate many of the features we at the Venetian now have and some features we may want in the future, including waitlists and track and disallow 'BOTS' and track and limit the number of times a guest is allowed to play as per our rules. MF was encouraged by what he saw with Jonas.

B. Pickleball

- a) SN provided the RSAC members with the Venetian Pickleball Courts bids documentation which was sent out to contractors. SN highlighted that the bid documentation was very detailed and helpful information on the pickleball court development. Bids are expected to be due back by April 14, 2023.
- b) SN and EB had a brief discussion on the impact of the legal fees incurred to date to get the courts approved by Venice City Council and the total expected costs approved by the Venetian CDD.
- c) EB mentioned that the recent Venetian resident survey resulted in a majority of respondents responding that they would play pickleball at the Venetian when the courts are completed.

C. Discussion of Leagues and Interclubs 2023-2024 Season and Summer 2023 Interclubs

a) PH stated that there will be a ladies 3.5 level Summer Interclub to be held on Thursdays. Play will start at 11am in May and then move start time to 9:30 beginning in June; 3 courts will be used.

b)	BM stated that there will also be a 3.5-4.0 level 'mixed' interclub with
	Plantation to be held on Friday. Play will start at 11am and 4 courts will be
	used.

- c) No further update on 2023-2024 League play, pending DF Captains meeting
- d) KW asked BM is she was planning to form a Tri-Cities and USTA level 4.0 ladies' team. BM stated she will be having some conversations with Venetian players and gauge the interest level but is primarily interested in Tri-Cities because there is more flexibility with Tri-Cities to not need as many 4.0 level players to make up the team. USTA has a 75% rule which requires 4.0 level teams to have 75% of the roster players be rated 4.0. If it was an 8.0 USTA, then no restrictions on number of 4.0 level players.
- e) General discussion ensued on whether Venetian residents at 4.0 level were actually interested in playing here on the ladies 4.0 team. Interest by these players seems to have waned over time.

D. Tennis Guests

a) PH and DF agreed that the wording regarding tennis guests needed to be revised as per discussion above in Section 6 A, Tennis Directors Report. Revisions will be discussed at next RSAC meeting.

E. Discussion of Addendum to Rule 18

a) PH stated Rule 18 addendum wording will need to be revised.

b) KW is changing her mind on her vote on the Rule 18 Addendum and wanted the record to show she was not in favor of the Rule 18 Addendum.
8. Next Meeting Date – May 8, 2023
9. Adjournment: With no other business, a motion was made by PH and seconded by MF to adjourn the meeting. All agreed. The meeting was adjourned at 3:55pm
Minutes Submitted by Paul Ryan