



Rizzetta & Company

# **Venetian Community Development District**

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## **Board of Supervisors' Meeting**

### **December 11, 2023**

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

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

## **VENETIAN COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

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

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

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

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



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

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December 7, 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, December 11, 2023, at 9:30 a.m.** at the Venetian River Club located at 502 Veneto Boulevard, North Venice, Florida 34275. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PUBLIC COMMENT**
- 4. STAFF REPORTS**
  - A. Field Services Manager..... Tab 1
  - B. District Engineer  
**Discussion Regarding Incomplete Construction Status of  
Pickleball Courts**
  - C. District Counsel
  - D. River Club
  - E. Field Manager
  - F. District Manager
- 5. BUSINESS ITEMS**
  - A. Public Hearing for Tennis Fees to be amended and addressed
    1. Consideration of Resolution 2024-03, Amending  
the District's Rules and Rates for Use of Its River  
Club Tennis Facilities..... Tab 2
  - B. Appointment of Advisory Committee Members for Expiring  
Terms
  - C. Discussion and Consideration of Proposals for POS  
Systems ..... Tab 3
  - D. Discussion of 2024 Resident Survey Regarding River  
Club Amenities
  - E. Discussion of Vesta Goals for 2024
  - F. Discussion of RFID Report and Options from River Club  
General Manager ..... Tab 4
  - G. Presentation of Audit for Fiscal Year End September 30, 2022  
as Prepared by Berger, Toombs, Elam, Gaines & Frank..... Tab 5
  - H. Discussion and Consideration of Universal Access  
Proposal for Rear Gate Access Project..... Tab 6
  - I. Consideration of Coastal Concrete Products, LLC Proposal  
for Perimeter Fence..... Tab 7

**6. BUSINESS ADMINISTRATION**

- A. Consideration of the Minutes of the Board of Supervisors  
Meeting held on November 13, 2023,..... Tab 8
- B. Ratification of the Operations and Maintenance  
Expenditures for the Month of October 2023..... Tab 9

**7. CONSENT ITEMS**

- A. Acceptance of Advisory Committee Meeting Minutes..... Tab 10
  - 1. Facilities Advisory Committee Minutes of  
October 3, 2023
  - 2. Fitness and Pool Advisory Committee Minutes of  
October 18, 2023
  - 3. Landscaping Advisory Committee Minutes of  
September 18, 2023
  - 4. Racquet Sports Advisory Committee Minutes of  
October 9, 2023
  - 5. Reserve Study Advisory Committee Minutes of  
September 19, 2023
  - 6. Reserve Study Advisory Committee Minutes of  
October 16, 2023
  - 7. Social and Dining Advisory Committee Minutes of  
October 11, 2023

**8. SUPERVISOR REQUESTS AND COMMENTS**

**9. ADJOURNMENT**

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

Very truly yours,  
*Belinda Blandon*  
Belinda Blandon  
District Manager

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

# Tab 1

# VENETIAN

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## LANDSCAPE INSPECTION REPORT



October 30th, 2023  
Rizzetta & Company  
John R. Toborg – Division Manager  
John Fowler – Landscape Specialist



Rizzetta & Company  
Professionals in Community Management



# Summary, Laurel Rd.

## General Updates, Recent & Upcoming Maintenance Events

- ❑ What is the fertilizer schedule for the rest of the year.
- ❑ Need to schedule palm pruning soon as most the Medjools have hanging fronds.
- ❑ Several dry areas due to drought conditions.

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

1. Weeds are prevalent in the beds on the back side of Medic berm along Laurel Rd. East of Ciltadella.
2. Remove a large Brazilian Pepper tree on the backside of Medici berm.
3. Remove dead material out of the Oleanders on Medici berm.
4. There are 7 dead Pine trees on the East end of Medici berm that should be removed.
5. Schedule a pruning event for the Firebush on Ciltadella.
6. Remove dead or diseased material out of the Crinum Lilies on Ciltadella.
7. Raise the Oak canopies on Laurel Rd. ROW between Veneto Blvd. and Ciltadella.
8. Remove dead material out of Viburnum where the chain linked fence was damaged and refer to the proposal page for replacement. This is on Laurel Rd. ROW between Veneto Blvd. and Ciltadella. (Pic. 8>)
9. Noting the turf appears dry after the exit monument on the corner of Veneto Blvd. and Laurel Rd.
10. Just noting the two dead Washington Palms are still present from previous reports on Laurel Rd. between Veneto Blvd. and West end of property. There is now a third one that may die. I recommend a flush cut with no replacement.
- 11. Dead hanging fronds on the Medjool Palm behind the monument on the West end of Laurel Rd. ROW.**
12. Remove dead branches in the Ligustrums on Laurel Rd. ROW between Veneto Blvd. to West end of the property.
13. Treat ant mounds starting to form along sidewalk of Laurel Rd.



# Laurel Rd.

14. One of the sod areas for the removed Bougainvillea Standards on Veneto Blvd. before the guard gate has sunken in and needs soil to fill the depression.

15. Diagnose and treat the Crinum Lilies on the South medians of Veneto Blvd. showing insect damage.

16. Treat joint crack weeds around the median divider for residence and guests.

17. Another depression that needs soil added in the median after the guard gate on Veneto Blvd. where a tree was removed and turf added. (Pic. 17)



18. Schedule a pruning event for the Awabuki on Veneto Blvd. at the subdivision entrances.

19. Remove vines growing on the shrubs at the roundabout on Treviso Ct.

20. Noting the turf has random dry spots on Veneto Blvd. due to recent drought conditions.

21. Clear weeds out of the first row of Ornamental grasses behind the North houses on Bolanza Ct.

22. During the next palm pruning event, please ensure Sable palms are completed on Veneto Blvd. between Treviso Ct. and Padova Way.

23. Noting from previous reports that there are leaning Ligustrums laying on shrubs behind the Tiziano monument on Padova Way. LMP has informed me a proposal has been sent for this in the past. (Pic. 23)



24. Schedule a pruning event for the Duranta 'Gold Mound' at the Mestre Pl. North roundabout to create the proper terracing effect.

25. Diagnose and treat the declining Indian Hawthorne at the Palermo monument on Padova Way.

26. Remove dead material out of the Lilies at the Palermo monument on Padova Way.

27. Investigate a tree that appears dead at the emergency exit on the West end of the property on Padova Way and report your findings.

28. Noting there still are a couple trees leaning at the emergency exit area on the West end of the property on Padova Way.

29. Remove dead material out of the Coco Plum shrubs at Padova Way roundabout.

30. Schedule a pruning event for the Duranta 'Gold Mound' at Padova Way roundabout to create the proper terracing effect.





# Veneto Blvd., Roundabouts for Subdivisions

31. Remove dead material off the base of the False Agaves at Mestre Ct. roundabout.
32. Oak sucker growth at the base of the trees on Veneto Blvd. between Padova Way and Montelluna Dr. on West ROW.
33. Noting that it appears there was slight over spray on crack weeds on Veneto Blvd. sidewalks. Will monitor to ensure no significant turf damage next inspection.
34. Just noting an empty tree ring that needs a replacement or sod on Veneto Blvd. where a diseased tree was removed between Padova Way and Montelluna Dr. on East ROW.
35. Treat broadleaf turf weeds on Veneto Blvd. at Montelluna Dr. intersection.
36. Vines on the shrubs at the Martellago Dr. South roundabout.
37. Treat grassy weeds coming up through the new mulch at Martellago Dr. South roundabout.
38. Schedule a pruning event for the shrubs lining Otello wall.
39. Treat weeds in the beds along Otello Wall as well as pull any vines in the shrubs.
40. Vines on the shrubs at Burano Ct. roundabout.
41. Treat ant mounds starting to form at Asti Ct.
42. Dead hanging palm fronds in the Medjool palm at Martellago Way North roundabout. (Pic. 42>)
43. Dead hanging palm fronds in the Medjool palm at Lerida Ct. roundabout. There are also a few more Medjools throughout the district that need palm pruning.
44. Noting the Oleander near the lift station has a lot of yellowing leaves on Veneto Blvd. Investigate and treat as necessary.
45. Schedule a pruning event for the Firebush at the lift station on Veneto Blvd.
46. Treat grassy weeds starting to come up through the new mulch at Palazzo Ct. roundabout.
47. Fill in a hole where an animal is burrowing at Cipriani Way South roundabout. (Pic. 47)
48. It appears the hard edging was skipped at the Bellini Ct. roundabout. Ensure this is completed each service.
49. Diagnose and treat declining Plumbago at the large roundabout on Veneto Blvd.



# Roundabouts for Subdivisions

- 50. Treat the ant mounds in the tree beds at the large roundabout on Veneto Blvd.
- 51. Treat grassy weeds growing in the new mulch on Torcello Ct.
- 52. Vines on the shrubs at Vicenza Way North roundabout.
- 53. The landscape in front of the lift station on Portofino Dr. does not look appealing. I suggest an enhancement proposal for improvement. (Pic. 53)



- 54. Schedule a pruning event for the Ligustrum trees behind the lift station on Portofino Dr.
- 55. Treat the ant mounds at Medici Terr. roundabout.
- 56. Noting the decline of the Ligustrum trees at the lift station on Pesaro Dr. LMP have informed me they do not have control of the irrigation in this area.
- 57. Shrubs were cut back on the corner of Ciltadella Dr. and Pesaro Dr. Will these survive and come back healthy? (Pic. 57>)
- 58. Noting turf appears very dry on the corner intersection of Pesaro Dr. and Savona Way.
- 59. Remove dead material in the Arboricola at the Savona Way North roundabout bed.

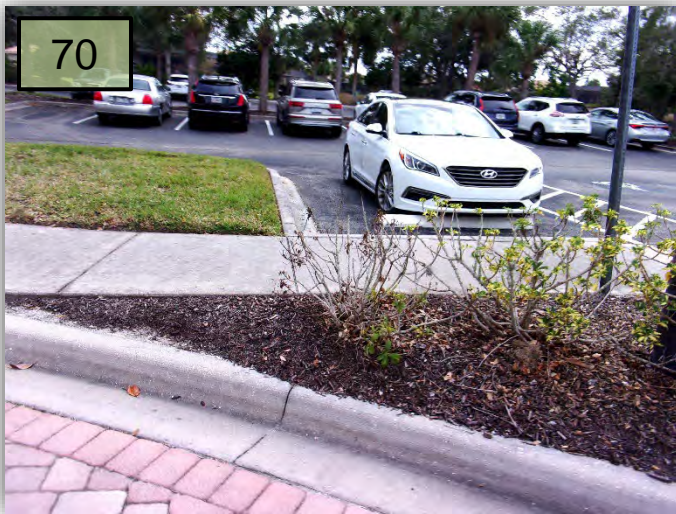
- 60. Diagnose and treat declining Arboricola at the Savona Way South roundabout bed.
- 61. Raise the Oak canopies on the North ROW of Pesaro Dr. from Savona Way to Avalini Way to the contract specification.
- 62. Remove Cardboard Palms growing within the Juniper just West of Savona Way on the North ROW of Pesaro Dr.
- 63. Reduce the height of the Firebush at the monument of Avalini Way and Pesaro Dr. intersection.
- 64. Treat weeds in the roundabout bed on Avalini Way.
- 65. Schedule a pruning event for the back side of the Viburnum shrub at the end of Avalini Way shared with Laurel Rd.
- 66. Remove a Brazilian Pepper tree growing in the shrubs at the end of the cul de sac on Avalini Way.
- 67. There is a dead Pine tree at Avalini Park and a couple more look stressed. Investigate and provide your opinion on what can be done to save these.
- 68. Treat ant mounds at Avalini Park.





# Roundabouts for Subdivisions

- 69. Remove a Brazilian Pepper growing in the Firebush at Avalini Park.
- 70. Prune dead fronds in the Medjool Palms at the entrance to the River Club parking lot.
- 71. Remove any dead material in the Shell Ginger in the median heading towards the River Club.
- 72. Still need enhancements on both ROWs on Veneto Blvd. in front of the River Club.
- 73. Diagnose and treat Arboricola by the parking lot of the River Club. (Pic. 73)



- 74. Diagnose and treat the declining Pygmy Date palms in front of the River Club. (Pic. 74)



# Proposals

1. LMP to resubmit proposals if already have done so for items #4, 10, 23, and 28 on this report for consideration. If LMP finds one has not been submitted in the past for the items above, please provide for the board.
2. LMP to provide a proposal to fill in the shrub row on Laurel Rd. by the broken fence. This is #8 on this report. I suggest no plantings be installed until the fence is repaired.
3. LMP to provide a proposal to enhance the bed at the lift station on Portofino Dr. Item #53 on this report.



# Tab 2

## **RESOLUTION 2024-03**

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

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

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

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

**WHEREAS**, the revised Rules (and rates), attached hereto as Exhibit A, and incorporated herein by reference, are for immediate use and application, having been adopted by the District Board of Supervisors after a duly noticed public hearing on December 11, 2023.

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

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

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

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



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

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

**PASSED AND ADOPTED** this 11<sup>th</sup> day of December, 2023.

ATTEST:

**VENETIAN COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chair / Vice Chair

## **EXHIBIT A**

Amended River Club Rules and Regulations/Tennis Rules and rates



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

### **RULES AND REGULATIONS**

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

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

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

#### **Definitions:**

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

5. "River Club Manager" means the entity that the River Club Owner appoints and employs as its exclusive agent to direct, supervise, and control the operations and maintenance of the River Club Property and Facilities.
6. "Resident User" means (a) the Owner of a Home in the Residential Property subjected to these River Club Covenants, (b) the spouse of the Owner, and (c) any familial members of the Owner or spouse living in the Home the Owner is unmarried, the Owner may designate one other person who is living with such Owner in the Home (plus any familial members of the designated person who are living the Home) as Resident Users. Notwithstanding the foregoing, in no event shall a Home have more than 6 Resident Users, at the discretion of the River Club Manager.
7. "Non-Resident Members" means those entities/individuals who do not own property within the Venetian Golf and River Club and are not Household or Day Guests or Renters / Lessees but wish to use the River Club facilities and related amenities for a fee. Non-Resident Members will include (a) the entity/individual, (b) the spouse of the individual, and (c) all unmarried children twenty-two (22) years of age or younger of either the individual or the individual's spouse. If an individual is unmarried, the individual may designate one other person who is living with such individual in the home in addition to children of the individual as an additional adult Non- Resident Member. Children of such additional adult Non-Resident Member shall also be deemed Non-Resident Members. No unmarried child or other person shall qualify as a Non-Resident Member unless such person is living with the individual within the home. Notwithstanding the foregoing, in no event shall a home have more than six (6) Non-Resident Members, but only four (4) Non-Resident Members shall be permitted pursuant to payment of the Non-Resident Membership Fee (meaning that additional fees would be required to be paid for the additional two (2) Non- Resident Members).

**General Rules:**

1. The River Club Owner will establish and have published hours of operation of the River Club Facilities, including those times when the River Club Facilities are closed for scheduled maintenance and repairs. The River Club Manager will maintain a "Calendar of Events" that will show the hours of operations, scheduled activities of the various amenities, and closings for special events. Resident and Non-Resident Members may be granted access to the River Club Facilities for use of certain amenities outside of normal hours of operation upon request to the River Club Manager.
2. Use of all tobacco products of any type, including but not limited to smokeless tobacco, e-cigarettes or similar devices, is not permitted at the River Club except in designated areas.
3. Pets of any kind, with the exception of service animals, are not permitted in the River Club Facilities. Where dogs are permitted on the River Club Property, they must be kept on a leash at all times. (Nature walk is not part of River Club Property)

4. Unauthorized individuals are not allowed in any service areas within the River Club Facilities or the River Club Property.
5. Except as permitted by the River Club Owner, no commercial advertisements shall be posted or circulated on the River Club Property, or in the River Club Facilities, nor shall solicitations of any kind be made at the River Club. Further, no petition shall be originated, solicited, circulated, or posted on the River Club Property or River Club Facilities, without the specific approval of the River Club Owner.
6. All River Club Manager personnel are under the supervision of the River Club Manager and no person using the River Club Facilities shall reprimand or attempt to discipline any such personnel for any reason, nor should any person using the River Club Facilities verbally or otherwise abuse any such personnel. Any River Club Manager personnel not rendering prompt and courteous service should be reported to the River Club Manager immediately.
7. River Club Manager personnel are not permitted to provide services, other than those normally provided as part of their official duties, to any River Club Members, Renters / Lessees, Guests, or others permitted to use the River Club while on River Club Property without the expressed written consent of the General Manager.
8. All complaints or suggestions for improvement concerning the operations and maintenance of the River Club that are not addressed in a satisfactory manner or in a reasonable timeframe by the River Club Manager, or other feedback on River Club matters are to be directed to the River Club Owner. Such complaints or suggestions must be made in writing or e-mail by the person making it. All complaints and suggestions will be answered in writing or e-mail by the River Club Owner.
9. The River Club Manager shall have full authority to enforce these Rules and Regulations, including taking disciplinary actions against violators in accordance with the ***River Club Declaration for the Venetian Golf and River Club*** (River Club Declarations), subject to appeal to the River Club Owner.

**Member Identification and Member Accounts:**

1. A Member identification access card and a user identification access card (or other mechanism) shall be established for every Resident Member and Non-Resident Member of the River Club. The Member identification access card will include a River Club account number that will be used to track fees and charges made to the Member's account. This Member identification access card must be presented upon request and is non-transferable. The Member identification access card may not be used by any person other than the person to whom it is issued. The Member's user identification access card should be carried when a Member uses the River Club Facilities.

2. All food, beverage, merchandise, and services of the River Club charged to a River Club account shall be billed monthly by the 5<sup>th</sup> of each month and each account shall be due and payable by one of the payment options below on the 15<sup>th</sup> of each month. River Club accounts shall be considered delinquent if not paid within thirty (30) days after the date of the monthly statement. Member payment options are as follows:

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

**Credit Card on file** – Complete an authorization form for us to charge your credit card account each month. As with the ACH payment option, you will have until the 14<sup>th</sup> of each month review your statement. If the Club does not hear from you regarding your bill your payment will automatically be charged to the credit card the Club has on file.

All banking information collected by the Club is encrypted and kept on a secure third-party server.

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

3. Delinquent accounts will be subject to a one-time late fee and shall accrue interest monthly at the lesser of eighteen percent (18%) per year or the maximum rate permitted by applicable usury law, from the date of the statement until paid in full. The River Club Owner shall also be entitled to perfect such unpaid balances and foreclose the lien therefore for Resident Members as described in the River Club Declarations.
4. In the event a Member's account remains unpaid for a period of sixty (60) days after the date of the monthly statement or the Member is repeatedly delinquent in payment, the River Club Owner and/or River Club Manager may limit the charge amount of a Member, or suspend the Member's charge and / or user privileges in total.
5. For delinquent accounts, the River Club Owner may, at its option, take whatever action it deems necessary to effect collection. If the River Club Owner commences any legal action to collect any amount owed by a Member, or to enforce any other liability of the Member to the River Club, and if judgment is obtained by the River Club Owner, the Member shall also be liable for all costs and expenses of the legal action and reasonable attorneys' fees, including fees required in connection with appellate and / or bankruptcy proceedings.



6. The River Club Owner may for any or no reason require any and all Members to post a security deposit, in the amount determined by the River Club Owner, to cover Members' River Club Charges.
7. The River Club Manager may require Members to present their Member identification card at the point of sale for all transactions. Members are entitled to sale receipts at the point of sale; and all sales receipts are available to be viewed online when logged into your member account.
8. The River Club Manager must be notified immediately of lost or stolen Member identification access card, and upon receipt of such notification, the Member's access card will be deactivated and a new card will be issued with replacement fee. The Member shall be responsible for all charges placed on the account until notification of user identification loss has been received by the River Club Manager. A replacement fee may be charged for lost or stolen Member identification cards.
9. Each River Club Member shall be responsible for providing the River Club Manager with their mailing address, and any changes thereto, to which the Member wishes all notices, invoices, and monthly statement sent. A Member shall be deemed to have received mailing from the River Club ten (10) days after the mailing has been mailed to the address on file with the River Club Manager.

**Rental (Lessee) Privileges:**

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

Approved Renters will be issued a temporary Member identification access card, and corresponding temporary account number. Renters will be required to either sign up for ACH withdrawal or automatic credit card authorization to charge sales and services to their member account. Renters may also pay by credit card at the time of service. The Club does not accept cash as a form of payment.

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

**Guests:**

1. River Club Members may obtain Guest privileges from time to time at the sole discretion of the River Club Owner or its designee. Guests shall either be Household Guests, defined as those family members or others who are temporarily residing in the Member's home, or Day Guests, defined as those persons invited by a Member to use the River Club Facilities on any given day. Members are required to register their Guests with the River Club Manager and obtain a Guest access card. Guests will not be issued an account number and will have no account charging privileges. Any expenses for food, beverages, merchandise, and services incurred by the Guest will be the responsibility of the Member and may be charged to the Member's account. A replacement fee may be charged for lost or stolen Guest user access card.
2. The River Club Owner will establish from time to time a schedule of Guest fees for the various River Club Amenities. Members are responsible for payment of Guest fees upon registration of the Guests. Members are also responsible for the conduct of any Guest.
3. Guest privileges may be limited by the River Club Owner or its designee, from time to time, at their sole and absolute discretion. Notice of such limitation will be given by the River Club Owner or its designee.
4. The Resident Members must register and indicate the length of stay of all Household Guests. Household Guests are permitted to use the River Club Facilities unaccompanied by the Resident Member after they have been issued a Household Guest user access card. The maximum length of River Club usage by a Household Guest is twenty-one (21) consecutive days per year, and no more than forty-two (42) days in any twelve (12) month period. Members do not have to waive their Member privileges for the period of time Household Guests are in residence. The foregoing provision is subject to management discretion.
5. All Members may have Dining Guests, defined as those individuals using the River Club bar and dining area, without registration or issuance of a user access card, and without a Guest fee.

**Children:**

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

**Services and Activities**

1. The River Club Owner provides a variety of social, cultural and recreational events at the River Club Facilities. Activities will be publicized by the River Club Manager from time to time.

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

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

1. All users (Members, Renters, Guests, and others), as a condition of use of the River Club Facilities assume sole responsibility for their personal property. The River Club Owner shall not be responsible for any loss or damage to any personal property used at the River Club Facilities, whether in lockers or elsewhere. All personal property left in the River Club Facilities or on River Club Property may be otherwise disposed of, and the proceeds, if any, shall belong to the River Club Owner.
2. No user shall remove from the room in which it is placed, or from the River Club Facilities, any property or furniture belonging to the River Club Owner without proper authorization.
3. Each user who in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the user, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the River Club Owner, either on or off the River Club Facilities, shall do so at their own risk, and shall release and hold the River Club Owner and its directors, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by such person, resulting there from and/or from any act or omission of any director, officer, employee, representative or agent of the River Club Owner.

4. Any party bound by these Rules and Regulations bringing suit against the River Club Owner, its directors, officers, employees, representatives or agents in connection with any event operated, organized, arranged or sponsored by the River Club failing to obtain judgment thereof, shall reimburse the River Club Owner, its directors, officers, employees, representatives and agents for all costs and expenses incurred by them in the defense of the suit (including court costs and attorneys' fees incident to appeals) and in establishing entitlement to and amounts of attorney fees and costs claimed due.

### **Dining Rules**

1. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the River Club Facilities during hours or at locations prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of Florida or sold for off-premise consumption. All alcoholic beverages consumed or otherwise possessed at the River Club Facilities must be sold by and served pursuant to the liquor license of the River Club.
2. River Club Manager personnel are not permitted to deliver food or liquor outside areas designated by the River Club Owner.
3. All food and beverage consumed on the River Club Facilities shall be furnished by or at the direction of the River Club Owner and/or River Club Manager unless otherwise specified in these Rules and Regulations.
4. No performance by entertainers will be permitted at the River Club Facilities without the permission of the River Club Manager.
5. River Club Attire:

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

#### Lunch Dress Code

No Swimwear

#### Brunch & Dinner Dress Code

No Swimwear

No Workout Attire

No Undershirts

No Graphic T-Shirts

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

## **Tennis Rules**

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

The names of all players, including Members, Renters, and Guests **must** be provided when reserving a court time, no later than the day prior to the date of the reservation, except under extraordinary circumstances a player may be substituted on the day of the reservation. A player may only be listed on one court for a time-slot (i.e. 8:00-9:30 a.m.). Open courts not reserved are available on a first come first served basis.

2. At the end of the reserved period, players must promptly relinquish their court to the next reserving players. Once a player is off a court, the player may sign up for the next available court.
3. Playing on a court constitutes having that court reserved (i.e., Smith may not play on Jones' court at 9:00 am and have a court in his name at 10:30 am).
4. Tennis play is a maximum of 90 minutes.
5. Proper tennis attire, including appropriate tennis shoes and shirts, must be worn at all times. No open toe shoes, sandals, golf shoes, or swim suits are permitted.
6. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing, profanity or crossing another player's court will not be permitted at any time. No food or beverages other than water or sports drinks are permitted in the tennis areas.
7. Use of the tennis courts and facilities shall, at all times, be subject to the control of the River Club Manager who shall determine the suitability of the tennis courts for play. Courts will be closed when necessary for maintenance operations or when dictated by safety considerations or by reason of adverse weather conditions. The River Club Manager may also restrict courts and facilities during peak periods of play and tournaments.
8. Pets of any kind, with the exception of legally authorized animals, are not permitted on the River Club Tennis facility.
9. The rules of tennis of the U.S.T.A. shall apply at all times, except when in conflict with local rules.
10. The Tennis facility is a non-smoking area.

11. Blocking Time For Weekly Social Tennis Programs for Venetian Residents - The Tennis staff shall not reserve or block court time for weekly social intra-club tennis programs unless the social programs are open to all Venetian Residents, except that social programs may be segregated according to gender and level of play. In the event a weekly social tennis program cannot accommodate all interested players, the Tennis Staff shall attempt to include players in subsequent weeks who were not included in prior weeks, so that participation is distributed equally over time. All aspects of every social tennis program (selection of players, pairings, etc.) shall be run by a Tennis Professional. This rule shall not preclude Venetian tennis players from reserving their own court time for social tennis and inviting players of their choice.
12. Players Prohibited Playing In More Than One Session During The Following Times. Subject to the exceptions below, players may reserve or play on only one (1) tennis court per day during the following times: 8:00AM to 9:30AM; 9:30AM to 11:00AM; 11:00AM to 12:30PM and may not play in more than one session (8:00AM to 9:30AM; 9:30AM to 11:00AM; 11:00AM to 12:30PM), except that where a player is unable to play, this rule shall not preclude allowing a substitute player who has previously played or will subsequently play during these times. A player who reserves a tennis court during the following times: 8:00AM to 9:30AM; 9:30AM to 11:00AM; 11:00AM to 12:30PM may reserve one additional tennis court thereafter in the afternoon or evening on the same day. A player may play in an additional morning session if there is at least one (1) vacant court in that additional session that has not been reserved. No reservation is required at any time, if a court is vacant for fifteen (15) minutes after the start of any session.
13. \$10 Guest Fee Year Round - A \$10 per day guest fee for using the Venetian Tennis Courts shall be charged all year to non-residents who are not non-resident members, household guests, family members, or part of interclub play or a league as defined in these rules. The \$10 per day fee shall be imposed all year and shall be charged to the account of the resident host, if the guest does not pay by 5:00 p.m.
14. Tennis Guest Monthly Limitation - "Day Guests must be registered on the day they will be a Guest at the River Club Tennis Courts. Any individual Day Guests may not use the River Club Tennis Facilities more than a cumulative total of two (2) times per month between October 1 and April 30 and four (4) times between May 1 and September 30. Day guests must be accompanied at all times by the Member while on the Tennis Courts. The guest limits above shall not be increased when the same guest is hosted by a different resident.
15. Prime Time Hours Defined - In-Season (October 1 to April 30) Prime Time tennis hours shall be 8:00AM to 9:30AM; 9:30AM to 11:00AM; 11:00AM to 12:30PM. Off-Season (May 1 to September 30) Prime Time tennis hours shall be 8:00AM to 9:30AM; 9:30AM to 11:00AM.
16. League Defined - For the purposes of the \$10 guest fee exemption and the monthly guest limitations, in order for a tennis program to be considered a "league", there



shall be the same number of venues as there are communities or tennis clubs with clay or HarTru tennis courts that are represented by participating players. Each clay or HarTru venue must host an equal number of matches and the Venetian shall not host more than its proportionate share of matches. The Venetian Tennis Professional shall determine the number of clay or HarTru venues according to the total number of communities and tennis clubs represented by the players participating in the tennis program. Under no circumstances shall any tennis program be considered a "league" unless there are at least two (2) separate venues that alternate home and away matches. Tri-Cities Women's League, The Men's Suncoast League, the Ladies Interclub, USTA Leagues and JEPVCO shall be exempt from any guest fees provided they supply at least 2 clay or HarTru venues in addition to the Venetian and otherwise comply with the requirements of those organizations. Tennis programs that do not meet these requirements shall be subject to guest fees and monthly guest limitations.

### **Fitness Area Rules**

1. All users must register prior to using the Fitness Center equipment and participating in any fitness activities. Any individual Day Guests may not use the Fitness Center Facilities more than a cumulative total of two (2) times per month between November 1 – April 30, and four (4) times between May 1 – October 31. Day Guests must be accompanied at all times by the Member while on the River Club Property or in the River Club Facility.
2. Horseplay, profanity, or disruptive conduct are strictly prohibited. No food or beverages other than water or sports drinks are permitted in any exercise areas.
3. After use, all persons are responsible for cleanup of area and wipe-down of equipment.
4. Usage of machines shall be limited to 30 minutes per machine per person if others are waiting.
5. Proper exercise attire, including athletic shoes and shirts, must be worn at all times. No open toe shoes, sandals, golf shoes, or swim suits are permitted.
6. Fitness instructors not approved by management are not permitted to use the fitness facilities as a place of business for fitness-related activities such as personal training.
7. All equipment must be used in a safe manner as intended by the manufacturer.
8. Baby strollers/carriers are not allowed in the fitness area.

### **Pool and Spa Rules**

1. Use of the pool facilities is at the swimmer's own risk. There is no lifeguard on duty.
2. Showers are required prior to entering the pool to remove all suntan oils and lotions.

3. Glass objects, drinking glasses and sharp/breakable objects are not permitted in the pool area.
4. No outside alcoholic beverages are permitted in the pool area at any time.
5. No food or beverages are permitted in the pool or on pool wet deck (4 feet from edge of pool). Florida Health Code does allow commercially bottled water in plastic bottles for pool patron hydration on pool wet deck.
6. All swimmers must wear proper swimming attire.
7. Only pool approved diapers are permitted in the pool.
8. No ball throwing, running, horseplay, diving, or hazardous activity is permitted in the pool area, nor will loud or disruptive behavior be tolerated.
9. Large flotation devices are prohibited in the pool area.
10. Saving of chairs for persons absent from the pool area is not permitted.
11. On-line reservations are suggested for Lap Pool use. Walk-ins may sign in as space allows. Please use lane 3 if walking and doing exercise laps. Lanes 1 and 2 are reserved for lap swimming unless otherwise approved by management. Hour long laps may be limited to specific times and/or months as per management discretion when overcrowding occurs.
12. Spa usage is limited to 15 minutes maximum.
13. Maximum spa load is 5 persons.
14. Children under 5 should not use spa per management.
15. Children 6-12 should be with an adult while in spa per management.
16. Maximum spa temperature is 104 degrees.
17. Night Swimming is prohibited. No swimming from 1/2 hour before sunset until 1/2 hour after sunrise.
18. Do not swallow the pool water.

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

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

1. In general, River Club Manager personnel, defined to include River Club staff and independent contractors hired by the River Club Manager, may access and use the River Club Facilities but only in furtherance of their official duties, provided that such access and use shall not unreasonably interfere with the use and

enjoyment of the River Club by River Club Members or their Guests. River Club Manager personnel shall not access or use River Club Facilities for their personal use. River Club Manager personnel shall not allow usage of the River Club by their family members nor will such personnel be permitted to bring guests to the River Club.

2. River Club Manager staff, while on duty, may be provided with gratuitous food and non-alcoholic beverages and will consume such food and beverage in areas designated by the River Club Manager. River Club Manager personnel cannot make personal dining reservations or use the River Club dining facilities for their personal use.
3. River Club Manager staff may purchase merchandise sold at the River Club for their personal use at cost plus ten (10) percent. This discount will apply only to merchandise that has been available for sale for thirty (30) days; otherwise, full retail price will be charged for such merchandise. River Club Manager personnel must make their purchases using cash or credit card; no River Club account number will be established for such personnel.

## RIVER CLUB FEE SCHEDULE

Non Resident River Club Membership Fee	\$3,450 annually
Additional Resident River Club Membership Fee for more than six (6) Resident Members	\$100 per person annually
Additional Non Resident River Club Membership fee for more than four (4) Non Resident Members	\$100 per person annually
Replacement fee for lost River Club Membership access cards	\$15 per occurrence
River Club Renter (Lessee) Designation Fee	\$175 per occurrence
River Club House Guest Access Card	\$10.00 per card (max 2 cards per household) \$15.00 Replacement Fee
River Club Day Guest Fee	\$0
River Club Late Reservation Cancellation Fee	Full price of special event if not cancelled with at least 48 hours notice. For certain designated events, a non-refundable deposit may be retained.
River Club Non-Refundable Security Deposit Fee	Per Contract
River Club Food and Beverage Gratuity Fee	18% on daily food and beverage 20% on special events
River Club Tennis Ball Machine Usage Fee	\$0
Locker Rental	Free for Daily Usage, \$5.00 late charge per day, maximum of \$25.00 per week. \$10.00 monthly rental \$100.00 annual rental \$15 replacement fee for lost keys
Tennis Day Guest	\$10

## RIVER CLUB FEE SCHEDULE

Meeting Room Set Up & Tear Down	Less than 50 attendees - \$25.00 51 to 100 attendees - \$50.00 Greater than 100 attendees - \$100.00
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## Tennis Lessons

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

## Fitness Classes

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

## **RIVER CLUB FEE SCHEDULE**

Indoor Specialty Fitness Classes (limited space)	-0-
--	-----

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

# Tab 3



~~Jonas~~ Preferred System Supplier

December 1, 2023

Ventian River Club  
502 Veneto Blvd  
Nokomis, FL 34275

Dear ,

Thank you for your interest in Jonas Club Management Software, the industry leading software and service provider. We are pleased to present you with the following proposal.

We offer 3 purchase options which are:

**Subscription** - Minimal upfront software fee. Professional Services paid in 50% deposit and 50% on installation. Website (1x fee) paid up front.

**Lease to own** - this is takes the outright purchase amount financed over the desired terms (12 - 60 months). We use 3rd party financing.

**Outright purchase** - still our most popular option, this is the total upfront cost (software, implementation, hardware, data conversion). This does not include the annual or quarterly website fee.

*This proposal is for a Subscription "Saas" agreement. Other purchase options available upon request.*

In order to best serve you during the implementation, we request a lead time of 90 days for scheduling purposes, but we can often times meet your scheduling and "go live" requirements in less time.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Brady Dick  
V.P. of Sales  
Technology Training Associates  
800-474-2582





~~Jonas~~ Preferred System Supplier

## PROPOSAL/AGREEMENT SUMMARY

DECEMBER 1, 2023

0

VENTIAN RIVER CLUB  
502 VENETO BLVD  
NOKOMIS, FL 34275

<u>DESCRIPTION</u>	<u>HOURS</u>	<u>TOTAL</u>
SOFTWARE SUBSCRIPTION - NO UPFRONT SOFTWARE COST		\$0
FEE FOR SELECTED HARDWARE		\$0
FEE FOR CLOUD SERVER SETUP		\$3,400
FEE FOR HARDWARE INSTALLATION AND CONFIGURATION	0	\$0
FEE FOR SOFTWARE IMPLEMENTATION AND TRAINING	122	\$18,300
FEE FOR DATA CONVERSION AND FAST SETUP		\$995
	Sub Total	\$22,695
Client is Responsible for STATE AND LOCAL TAXES		\$0
(Proposal is valid for a period of 30 days) > TOTAL		\$22,695
Required Deposit with Agreement		\$ 11,348

Cloud Server Hosting - Monthly	\$600
1x SQL SERVER LICENSING	\$2,400
ANNUAL SUPPORT & ENHANCEMENT FEE:	\$16,031
1x Set-up of ClubHouse Online:	\$11,400
ANNUAL HOSTING FEE of ClubHouse Online:	\$14,700

### TERMS & CONDITIONS

Deposit 50% due with signed AGREEMENT payable to: Technology Training Associates, Inc.

Balance due upon delivery of software to client site.

Fees for Support & Enhancements as presented on "Software" page are not included in Totals and are due to Gary Jonas U.S. upon activation of software at client site.

A finance charge of 1.5% per month will be applied to all accounts more than 30 days past due. Hours estimated to install and implement each software module are presented on "Software" page.

Additional Onsite and/or Online service will be billed as incurred (line charges are included).

Transportation, lodging and meal expense will be billed and due as incurred.

Additional approved supplies and shipping will be billed and due as incurred.

Network cabling is not included.

Hardware warranties are as provided by manufacturer.

Technology updates, seminar notices and other pertinent information will be sent via mail and/or email.

Client will not solicit nor procure the services of any TTA employee in any manner outside of his or her employment with TTA. Any unapproved procurement shall obligate Client to immediately pay to TTA a fee in the amount equal to one year's salary of the employee.

Approved: \_\_\_\_\_

DATE: \_\_\_\_\_



VENTIAN RIVER Club  
DECEMBER 1, 2023

## SOFTWARE

<u>DESCRIPTION OF SOFTWARE MODULES</u>	<u>QTY.</u>	<u>SOFTWARE LICENSE FEE</u>	<u>EXPECTED TRAINING HOURS</u>
<u>SOFTWARE Modules:</u>			
<u>JONAS SYSTEM Administration &amp; Accounting Modules</u>			
Global User License License (Each User)	15	\$2,531	0
BUSINESS INTELLIGENCE	1	\$405	3
GENERAL LedGER	1	\$1,080	6
ACCOUNTS Payable	1	\$1,080	4
<u>JONAS Membership and Supporting Modules</u>			
Club Membership & Receivables	1	\$2,295	16
Club - PAP Bank INTERFACE	1	\$540	1
Club - PAP Credit CARD INTERFACE	1	\$540	1
CRM & DOCUMENT MANAGEMENT (BUNDLE)	1	\$1,215	5
<u>JONAS POINT of SALE &amp; Supporting Modules</u>			
POINT of SALE (each)	6	\$1,620	60
Club Credit Module	1	\$675	3
POS - Online Credit CARD Verification INTERFACE (Elavon & Shift 4)	1	\$540	1
<u>JONAS Activity Management and Other Modules</u>			
COURT Booking - Unlimited Users	1	\$810	6
Dining RESERVATIONS - Unlimited Users	1	\$810	4
EVENT Mgmt - Unlimited Users	1	\$1,080	9
Activity Tracking	1	\$810	3

No Fee for Software - Subscription \$0

### Software Training

ESTIMATED TRAINING/IMPLEMENTATION HOURS 122 \$18,300

TOTAL TRAINING/IMPLEMENTATION HOURS 122 **\$18,300**

### JONAS SUPPORT AND ENHANCEMENT FEES

TOTAL ANNUAL S&E FEES **\$16,031**



VENTIAN RIVER Club  
DECEMBER 1, 2023

## WEBSITE

### DESCRIPTION OF SOFTWARE MODULES

<u>QTY.</u>	<u>SOFTWARE LICENSE FEE</u>	<u>SET-UP &amp; TRAINING</u>	<u>ANNUAL FEES</u>
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### ClubHouse Online Modules:

#### JONAS Activity Management and Other Modules

ClubHouse Online Starter Package	1	\$6,500	Included	\$3,000
Online Member Statements	1	\$500	Included	\$900
Online Payments - Elavon	1	\$600	Included	\$900
Online Roster / Member Directory	1	\$500	Included	\$900
Online Calendar / Event Registration	1	\$1,200	Included	\$900
Online Dining Reservations	1	\$900	Included	\$900
ClubHouse Online Email Marketing	1	\$1,000	Included	\$1,200
ClubHouse Online Member App - Custom	1	\$4,000	Included	\$6,000

SELECTED SOFTWARE \$15,200

IMPLEMENTATION FEE DISCOUNT (25%) \$3,800

TOTAL SET-UP COST Web Applications **\$11,400**

### ClubHouse Online Hosting & Support Fees

Billed Annually **\$ 14,700**

*\*REFERENCE ClubHouse Online AGREEMENT*



VENTIAN RIVER CLUB  
DECEMBER 1, 2023

## SUMMARY of COSTS AND TERMS OF PAYMENT

Description	HOURS	Total
SOFTWARE Subscription - No Upfront Software Cost		\$0
FEE FOR SELECTED HARDWARE		\$0
FEE FOR Cloud SERVER SETUP		\$3,400
FEE FOR SYSTEM INSTALLATION AND CONFIGURATION	0	\$0
FEE FOR TRAINING AND IMPLEMENTATION	122	\$18,300
FEE FOR DATA CONVERSION AND FAST SETUP		\$995
	Sub Total	\$22,695

Client is responsible for STATE & LOCAL TAXES \$ -

(Proposal is valid for a period of 30 days) -----> TOTAL **\$22,695**

*Required Deposit with AGREEMENT* \$ **11,348**

Cloud SERVER HOSTING - Monthly	\$600
1x SQL SERVER LICENSING	\$2,400
FEEs FOR SOFTWARE ENHANCEMENTS AND SUPPORT ARE DUE AND PAYABLE TO: <i>JONAS SOFTWARE USA, LLC</i> UPON ACTIVATION OF SOFTWARE AT CLIENT SITE	\$16,031

FEES FOR ClubHouse ONLINE ARE INVOICED BY JONAS SOFTWARE:	\$11,400
ClubHouse ONLINE HOSTING FEES ARE INVOICED BY JONAS SOFTWARE UPON "live" date:	\$14,700

A FINANCE CHARGE OF 1.5% PER MONTH WILL BE APPLIED TO ALL ACCOUNTS MORE THAN 30 DAYS PAST DUE.

HOURS ESTIMATED TO INSTALL AND IMPLEMENT EACH SOFTWARE MODULE ARE PRESENTED ON "SOFTWARE" PAGE.  
ADDITIONAL ONSITE AND/OR ONLINE SERVICE WILL BE BILLED AS INCURRED (LINE CHARGES ARE INCLUDED).

TRANSPORTATION, LODGING AND MEAL EXPENSES WILL BE BILLED AND DUE AS INCURRED.  
ADDITIONAL APPROVED SUPPLIES AND SHIPPING WILL BE BILLED AND DUE AS INCURRED.  
TRAVEL TIME OVER 4 HOURS WILL BE BILLED AT 25% OF PREVAILING RATE FOR ALL TRAVEL HOURS INCURRED.

ONLINE TRAINING RATE IS \$150 PER HOUR FOR ALL MODULES AND WILL BE BILLED AS INCURRED.  
(LINE CHARGES ARE INCLUDED)

CabLING IS NOT INCLUDED.

WARRANTIES ARE AS PROVIDED BY MANUFACTURER

Approved: \_\_\_\_\_

DATE: \_\_\_\_\_



~~Jonas~~ Preferred System Supplier

December 1, 2023

Ventian River Club  
502 Veneto Blvd  
Nokomis, FL 34275

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**Lease to own** - this is takes the outright purchase amount financed over the desired terms (12 - 60 months). We use 3rd party financing.

**Outright purchase** - still our most popular option, this is the total upfront cost (software, implementation, hardware, data conversion). This does not include the annual or quarterly website fee.

*This proposal is for an Outright Purchase of the Software. Other purchase options available upon request.*

In order to best serve you during the implementation, we request a lead time of 90 days for scheduling purposes, but we can often times meet your scheduling and "go live" requirements in less time.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Brady Dick  
V.P. of Sales  
Technology Training Associates  
800-474-2582



~~Jonas~~ Preferred System Supplier

## PROPOSAL/AGREEMENT SUMMARY

DECEMBER 1, 2023

0

VENTIAN RIVER Club  
502 VENETO Blvd  
Nokomis, FL 34275

<u>DESCRIPTION</u>	<u>HOURS</u>	<u>TOTAL</u>
FEE FOR SELECTED JONAS SOFTWARE MODULES		\$34,500
FEE FOR SELECTED HARDWARE		\$0
FEE FOR CLOUD SERVER SETUP		\$3,400
FEE FOR HARDWARE INSTALLATION AND CONFIGURATION	0	\$0
FEE FOR SOFTWARE IMPLEMENTATION AND TRAINING	122	\$18,300
FEE FOR DATA CONVERSION AND FAST SETUP		\$995
	Sub Total	\$57,195
Client is Responsible for STATE AND LOCAL TAXES		\$0

(Proposal is valid for a period of 30 days) > TOTAL \$57,195

*Required Deposit with AGREEMENT \$ 28,598*

Cloud Server Hosting - Monthly	\$600
1x SQL SERVER LICENSING	\$2,400
ANNUAL SUPPORT & ENHANCEMENT FEE:	\$11,875
1x Set-up of ClubHouse Online:	\$11,400
ANNUAL HOSTING FEE OF ClubHouse Online:	\$14,700

### TERMS & CONDITIONS

Deposit 50% due with signed AGREEMENT payable to: Technology Training Associates, Inc.  
Balance due upon delivery of software to client site.

Fees for Support & Enhancements as presented on "Software" page are not included in Totals  
and are due to Gary Jonas U.S. upon activation of software at client site.

A finance charge of 1.5% per month will be applied to all accounts more than 30 days past due  
Hours ESTIMATED to install and implement each software module are presented on "Software" page.

Additional Onsite and/or Online service will be billed as incurred (line charges are included).

Transportation, lodging and meal expense will be billed and due as incurred.

Additional approved supplies and shipping will be billed and due as incurred.

Network cabling is not included.

Hardware warranties are as provided by manufacturer.

Technology updates, seminar notices and other pertinent information will be sent via mail and/or email.

Client will not solicit nor procure the services of any TTA employee in any manner  
outside of his or her employment with TTA. Any unapproved procurement shall obligate Client  
to immediately pay to TTA a fee in the amount equal to one year's salary of the employee.

Approved: \_\_\_\_\_

DATE: \_\_\_\_\_



VENTIAN RIVER Club  
DECEMBER 1, 2023

## SOFTWARE

<u>DESCRIPTION OF SOFTWARE MODULES</u>	<u>QTY.</u>	<u>SOFTWARE LICENSE FEE</u>	<u>EXPECTED TRAINING HOURS</u>
<u>SOFTWARE Modules:</u>			
<u>JONAS SYSTEM Administration &amp; Accounting Modules</u>			
Global User License License (Each User)	15	\$4,500	
BUSINESS INTELLIGENCE	1	\$1,500	3
GENERAL LEDGER	1	\$2,500	6
ACCOUNTS Payable	1	\$2,500	4
<u>JONAS Membership and Supporting Modules</u>			
Club Membership & Receivables	1	\$5,000	16
Club - PAP Bank INTERFACE	1	\$1,500	1
Club - PAP Credit CARD INTERFACE	1	\$1,500	1
CRM & DOCUMENT MANAGEMENT (Bundle)	1	\$4,000	5
<u>JONAS Point of Sale &amp; Supporting Modules</u>			
POINT of Sale (each)	6	\$6,000	60
Club Credit Module	1	\$2,500	3
POS - Online Credit CARD Verification INTERFACE (Elavon & Shift 4)	1	\$2,000	1
<u>JONAS Activity MANAGEMENT AND Other Modules</u>			
Court Booking - Unlimited Users	1	\$3,000	6
Dining RESERVATIONS - Unlimited Users	1	\$3,000	4
EVENT MGMT - Unlimited Users	1	\$3,500	9
Activity Tracking	1	\$3,000	3

SELECTED SOFTWARE \$46,000

25% SOFTWARE DISCOUNT \$11,500

TOTAL SOFTWARE\* **\$34,500**

### SOFTWARE TRAINING

ESTIMATED TRAINING/IMPLEMENTATION HOURS 122 \$18,300

TOTAL TRAINING/IMPLEMENTATION HOURS 122 **\$18,300**

### JONAS SUPPORT AND ENHANCEMENT FEES

TOTAL ANNUAL S&E FEES **\$11,875**



VENTIAN RIVER CLUB  
DECEMBER 1, 2023

## WEBSITE

### Description of Software Modules

<u>QTY.</u>	<u>SOFTWARE LICENSE FEE</u>	<u>SET-UP &amp; TRAINING</u>	<u>ANNUAL FEES</u>
-------------	---------------------------------	----------------------------------	--------------------

### ClubHouse Online Modules:

#### JONAS ACTIVITY MANAGEMENT AND OTHER MODULES

Clubhouse Online Starter Package	1	\$6,500	Included	\$3,000
Online Member Statements	1	\$500	Included	\$900
Online Payments - Elavon	1	\$600	Included	\$900
Online Roster / Member Directory	1	\$500	Included	\$900
Online Calendar / Event Registration	1	\$1,200	Included	\$900
Online Dining Reservations	1	\$900	Included	\$900
Clubhouse Online Email Marketing	1	\$1,000	Included	\$1,200
Clubhouse Online Member App - Custom	1	\$4,000	Included	\$6,000

SELECTED SOFTWARE \$15,200

IMPLEMENTATION FEE DISCOUNT (25%) 3,800

TOTAL SET-UP COST Web Applications **\$11,400**

#### ClubHouse Online Hosting & Support Fees

Billed Annually **\$ 14,700**

*\*REFERENCE ClubHouse Online AGREEMENT*





VENTIAN RIVER Club  
DECEMBER 1, 2023

## SUMMARY of COSTS AND TERMS OF PAYMENT

<u>Description</u>	<u>HOURS</u>	<u>Total</u>
FEE FOR SELECTED SOFTWARE MODULES		\$34,500
FEE FOR SELECTED HARDWARE		\$0
FEE FOR Cloud SERVER SETUP		\$3,400
FEE FOR SYSTEM INSTALLATION AND CONFIGURATION	0	\$0
FEE FOR TRAINING AND IMPLEMENTATION	122	\$18,300
FEE FOR DATA CONVERSION AND FAST SETUP		\$995
Sub Total		\$57,195

Client is responsible for STATE & LOCAL TAXES \$ -

(Proposal is valid for a period of 30 days) > TOTAL \$57,195

*Required Deposit with AGREEMENT \$ 28,598*

Cloud SERVER HOSTING - Monthly	\$600
1x SQL SERVER LICENSING	\$2,400
FEES FOR SOFTWARE ENHANCEMENTS AND SUPPORT ARE DUE AND PAYABLE TO: JONAS SOFTWARE USA, LLC UPON ACTIVATION OF SOFTWARE AT CLIENT SITE	\$11,875

FEES FOR ClubHouse ONLINE ARE INVOICED BY JONAS SOFTWARE:	\$11,400
ClubHouse Online HOSTING FEES ARE INVOICED BY JONAS SOFTWARE UPON "live" DATE:	\$14,700

A FINANCE CHARGE OF 1.5% PER MONTH WILL BE APPLIED TO ALL ACCOUNTS MORE THAN 30 DAYS PAST DUE.

HOURS ESTIMATED TO INSTALL AND IMPLEMENT EACH SOFTWARE MODULE ARE PRESENTED ON "SOFTWARE" PAGE.  
ADDITIONAL ONSITE AND/OR ONLINE SERVICE WILL BE BILLED AS INCURRED (LINE CHARGES ARE INCLUDED).

TRANSPORTATION, LODGING AND MEAL EXPENSES WILL BE BILLED AND DUE AS INCURRED.  
ADDITIONAL APPROVED SUPPLIES AND SHIPPING WILL BE BILLED AND DUE AS INCURRED.  
TRAVEL TIME OVER 4 HOURS WILL BE BILLED AT 25% OF PREVAILING RATE FOR ALL TRAVEL HOURS INCURRED.

ONLINE TRAINING RATE IS \$150 PER HOUR FOR ALL MODULES AND WILL BE BILLED AS INCURRED.  
(LINE CHARGES ARE INCLUDED)

CabLING IS NOT INCLUDED.

WARRANTIES ARE AS PROVIDED BY MANUFACTURER

Approved: \_\_\_\_\_

DATE: \_\_\_\_\_

## TTA Upgrade Agreement

December 1, 2023

**Club Name:** Venetian River Club  
**Attn:** Julie Cortina  
**Address 1:** 0  
**Address 2:** 0  
**Client Code:** 0

**Prepared by: ET**

Quantity	Description	Cost	Total	Annual S&E Fee	Expected Training Hours
		\$ -		\$ -	
	<b>Tablet Options</b>	\$ -		\$ -	
2	Microsoft Surface GO for Business - 10.5" - Wi-Fi	\$ 865.00	\$1,730.00	\$ -	
-	HP Engage GO - 10" - Wi-Fi	\$ 3,395.00	\$0.00	\$ -	
		\$ -		\$ -	
	<b>Static POS Options</b>	\$ -		\$ -	
-	Microtouch AIO (15.6", MSR, 2 Year Standard Warranty)	\$ 1,895.00	\$0.00	\$ -	
5	Microtouch AIO (21.5", MSR, 2 Year Standard Warranty)	\$ 1,995.00	\$9,975.00	\$ -	
-	HP Engage One PRO AIO (15.6", MSR, 2 Year Standard Warranty)	\$ 1,995.00	\$0.00	\$ -	
5	HP Engage One PRO AIO (19.5", MSR, 2 Year Standard Warranty)	\$ 2,195.00	\$10,975.00	\$ -	
				\$ -	
	<b>Peripherals</b>	\$ -		\$ -	
-	Jonas Thermal Printer - Receipt	\$ 495.00	\$0.00	\$ -	
-	Jonas Kitchen Receipt Printer	\$ 445.00	\$0.00	\$ -	
-	Cash Drawer	\$ 199.00	\$0.00		
		\$ -		\$ -	
	<b>Kitchen Display System</b>	\$ -		\$ -	
3	KDS Stainless Steel AIO 22", Android OS with	\$ 2,395.00	\$7,185.00	\$ -	
	*KitchenGo Premium App	\$ -		\$ -	
	Mounts included - <b>Please Specify Mounting Option</b>	\$ -		\$ -	
	KitchenGo Premium App requires monthly Subscription Service*	\$ -		\$ -	
	* Monthly subscription fee 1-5 displays - \$30.00 per device. 6+ displays - \$25.00 per device.	\$ -		\$ -	
	Shipping and additional training will be billed as incurred				
	<b>Subtotals</b>			\$ -	0.00
	State and Local Taxes (if 0, client is responsible)	0.0%	\$ -		
	<b>(Proposal is valid for a period of 30 days) Total Due Upon Delivery</b>		\$ -		

Total Jonas Annual Support and Enhancement Fees: \$ -

Please Note: Annual support and enhancement fees for the selected modules will be billed separately and directly by Jonas Software. Client is responsible for payment for all training and installation provided. Installation, setup and training fees do not include out-of-pocket expenses for meals, travel and lodging if training is held onsite. These expenses will be billed to the client at cost. Travel time will be billed at 25% of the prevailing rate for all travel time incurred. Shipping charges will be billed to the client. Proposal is valid for a period of 30 days. Any additional training time is billed as incurred. Hardware returns accepted within 30 days and require a 20% restocking fee on all open box items. A service fee of 1.5% per month will be applied to all accounts more than 30 days past due. Past due accounts are reported to TRW an D&B Credit.

Approved by: \_\_\_\_\_

DATE: \_\_\_\_\_

PLEASE INDICATE SHIPPING PREFERENCE:

☐ Standard Shipping

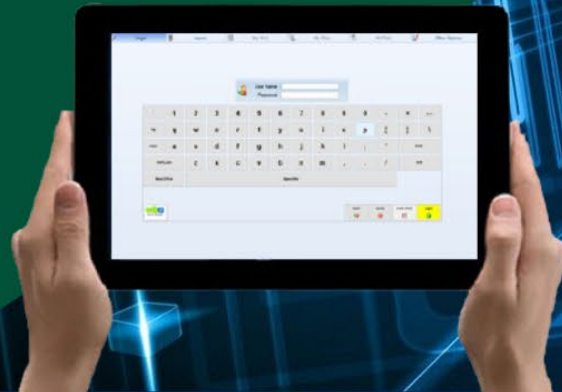
☐ Express Shipping



# Jonas Certified Mobile POS Options

Check us out! [TTAHardware.club](http://TTAHardware.club)

20+ YEARS OF  
INDUSTRY  
EXPERIENCE



+1-800-474-2582



@TTAJonas



@TTAJonas



[sales@tta.club](mailto:sales@tta.club)



# Surface Go 2 for Business

\*Required: Remote Desktop (RDP) or Jonas Thin Client.

## Features:

- Professional Grade
- Windows 10 Pro (an included upgrade from standard Windows 10 Home in S Mode)
- Heavy duty rugged case with shoulder and hand strap for mobility



## Options:

- The Surface 3 year Limited Warranty

# Touch Dynamic Quest III

\*Required: Remote Desktop (RDP) or Jonas Thin Client



## Features:

- 8GB
- Intel® Atom® Cherry Trail Processor
- Ruggedized design confirming to IP54 rating and 4 ft. drop specification
- Standard features including WiFi, Bluetooth, and MSR (encrypted optional)
- Level 3 Certified EMV

## Options:

- 8" screen
- 10" screen
- Warranty options



# HP Engage Go

\*Required: Remote Desktop (RDP) or Jonas Thin Client



## Features:

- Windows 10 IoT Enterprise
- Intel i5 Pentium processor
- 8GB DDR3-1866 RAM
- 128 GB M.2 Hard Drive
- 12.3" Diagonal Screen

## Options:

- Built in barcode scanner
- MSR





# Jonas Certified All-In-One Options

Check us out! [TTAHardware.club](http://TTAHardware.club)

20+ YEARS OF  
INDUSTRY  
EXPERIENCE



+1-800-474-2582



@TTAJonas



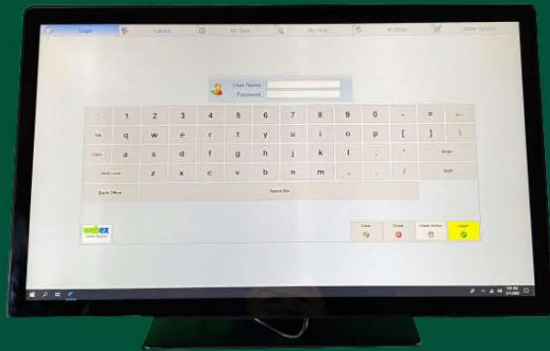
@TTAJonas



[sales@tta.club](mailto:sales@tta.club)



# MicroTouch All-In-One



## Features:

- Intel i3 or i5 processor
- 8GB RAM

## Options:

- 15.6" screen
- 21.5" screen
- Wall-mount or Desktop Stand
- Built in MSR

# HP Engage One Pro

## Features:

- Intel i5 processor
- 8GB RAM
- 256 Solid State Drive (SSD)
- Tilting capabilities
- Column Hub

## Options:

- Built in barcode scanner
- Built in MSR
- 15.6" screen
- 19.5" screen
- 23.8" screen



## M E M O R A N D U M

To: Board of Supervisors, Venetian River Club  
Julie Cortina, Vesta Property Services

From: Andrew Kail, General Manager

Date: November 24, 2023

RE: VENETIAN RIVER CLUB

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### Executive Summary, October 2023

#### TOTAL REVENUE and EXPENSES

<i>October 2023</i>	<i>Actual</i>	<i>Budget</i>	<i>+/- Budget</i>	<i>Prior Year</i>	<i>+/- '22</i>
Overall Revenue	\$202,772	\$222,152	(\$19,380)	\$205,380	(\$2,608)
Overall Expenses*	\$164,402	\$203,925	\$39,523	\$162,490	(\$1,912)
Net Profit/(Loss)Profit	\$38,370	\$18,227	\$20,143	\$42,890	(\$4,520)

\*Includes COGS, Payroll, Operational and Undistributed Expense

<i>Year to Date</i>	<i>Actual</i>	<i>Budget</i>	<i>+/- Budget</i>	<i>Prior Year</i>	<i>+/- '22</i>
Overall Revenue	\$202,772	\$222,152	(\$19,380)	\$205,380	(\$2,608)
Overall Expenses*	\$164,402	\$203,925	\$39,523	\$162,490	(\$1,912)
Net Profit/(Loss)Profit	\$38,370	\$18,227	\$20,143	\$42,890	(\$4,520)

\*Includes COGS, Payroll, Operational and Undistributed Expense

### Financial Highlights

#### Food & Beverage:

<i>October 2023</i>	<i>Actual</i>	<i>Budget</i>	<i>+/- Budget</i>	<i>Prior Year</i>	<i>+/- '22</i>
Overall Revenue	\$47,301	\$72,675	(\$25,374)	\$68,770	(\$21,469)
Overall Expenses*	\$9,794	\$11,395	(\$1,601)	\$5,436	(\$4,358)
Net Profit/(Loss)Profit	\$37,507	\$61,280	(\$23,773)	\$63,334	(\$25,827)

\*Includes COGS, Payroll, Operational and Undistributed Expense

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Overall Revenue	\$202,772	\$222,152	(\$19,380)	\$205,380	(\$2,608)
Overall Expenses*	\$164,402	\$203,925	\$39,523	\$162,490	(\$1,912)
Net Profit/(Loss)Profit	\$38,370	\$18,227	\$20,143	\$42,890	(\$4,520)

\*Includes COGS, Payroll, Operational and Undistributed Expense

## COST OF SALES, FOOD & BEVERAGE

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• MTD Actual COGS, Food = 49.30%</li> <li>• MTD Budget COGS, Food = 45.0%</li> <li>• MTD 2022 Actual COGS, Food = 39.82%</li> </ul> | <ul style="list-style-type: none"> <li>• MTD Actual COGS, Beverage = 22.85%</li> <li>• MTD Budget COGS, Beverage = 31.20%</li> <li>• MTD 2022 Actual COGS, Beverage = 38.33%</li> </ul> |
| <ul style="list-style-type: none"> <li>• YTD Actual COGS, Food = 49.30%</li> <li>• YTD Budget COGS, Food = 45.0%</li> <li>• 2022 YTD Actual COGS, Food = 39.82%</li> </ul> | <ul style="list-style-type: none"> <li>• YTD Actual COGS, Beverage = 22.85%</li> <li>• YTD Budget COGS, Beverage = 31.20%</li> <li>• 2022 YTD Actual COGS, Beverage = 38.33%</li> </ul> |

## COVER COUNTS

Day	Brunch	Lunch	Dinner	Events	Average/Lunch	Avg/Dinner
Wednesday		46	149		12	37
Thursday		32	129		8	32
Friday		59	248		15	62
Saturday		49	142		12	36
Sunday	403				81	

- Food Cost of Sales MTD 49.30% vs 39.82% the previous year vs Budget 45.0%, we have made some traction over 2023. Improved accountability with waste sheet and mgmt. awareness will continue to bring COS down.
- Chef Bryan and Team continue to work on cost saving measures to reduce overall cost. Continued focus with portion control, over production on event nights. Purchasing with an eye on the cost.
- Terese and Team bounced back with solid overall Beverage Cost of Sales MTD has shown great improvements with new house wine selections, the key will be consistency. Bar other will continue to be off with additional items re-classed and the budget showing different, Jigger utilization and proper systems in place will keep the controls inline.

- 
- Liquor COS MTD 16.51% vs 32.97% the previous year vs Budget 26.0%. Beer COS MTD 30.56% vs 42.14% the previous year vs Budget 33.50%. Wine COS MTD 27.78% vs 45.0% the previous year vs Budget 38.31%.

## LABOR COST, FOOD & BEVERAGE

- Terese & Team continue to work with new staff members to learn and improve steps of service. Increased staffing levels are a priority. Staffing needs 5-PT Servers, 1-PT Cook, 2-PT Bartenders. Thanksgiving Event required Temp Service employees also Pool Tech outside in November.

<i>October 2023</i>	<i>Actual</i>	<i>%</i>	<i>Budget</i>	<i>%</i>	<i>+/- Budget</i>
Salaries & Wages, F & B	\$45,129	177.8%	\$66,454	185.0%	\$21,325
<i>Year to Date</i>					
Salaries & Wages, F & B	\$45,129	85.6%	\$66,454	95.9%	\$21,325

- Labor Cost we continue to trim staff. Yet temp agency hours were much needed for Thanksgiving Event. Staff training is still an ongoing opportunity with servers.

## OTHER AREAS OF CONCERN

- Maintenance Annual Contracts Need Signed Veterans Air.
- Large Expense AC Repair 862. Unit Froze Up, 2 – Pole Contactors.

## December & January Monthly Highlights:

- Thursday & Saturday alternating Theme Dinners continue to be successful and well attended.
- New Outdoor Live Streaming Concerts Queen very successful Next Event scheduled **January Bon Jovi Concert** "Weather Permitting"

12/06/2023	Toys for Tots Luncheon
12/08/2023	Holiday Dinner Dance
12/17/2023	Brunch with Santa
12/31/2023	NY Eve Gala Celebration
01/04/2024	Soupalouza & Salad Bar Dinner Event
01/05/2024	Tiki Under the Stars Entertainment (Generation Gap)



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01/11/2024	Italian Pasta Dinner Buffet
01/18/2024	Mothers House Dinner Event
01/20/2024	Bo Jovi Outdoor Live Stream Concert Poolside
01/25/2024	Asian Buffet Dinner Event

### **VESTA 2024 OPERATIONAL GOALS @ THE RIVER CLUB**

- F&B REVENUE MEETING OR EXCEEDING BUDGET IS NOT ATTAINABLE VS
- BUDGET THAT INCLUDES PREVIOUS YEARS BANQUETS AND ADDED ANNUAL
- INCREASE.
  
- FOCUSING ON THE DETAILS OF EXECUTION AND BUILDING SALES
- THROUGH IMPROVED HAPPY HOUR, NEW MENU SELECTIONS, IMPROVED
- ENTERTAINMENT & SPECIAL EVENTS. NOW THAT MORITURIUM WAS LIFTED BY BOS, STARTING TO RE-BUILD LOSS BANQUET REVENUE AND UTILIZING DOWN TIME WITH IMPROVED WEEKLY EVENTS.
  
- BUILD TOGO BUSINESS, AFTER SUCCESSFUL THANKSGIVING HOILDAY WITH
- 102 ADULT MEALS & 2 CHILD MEALS SOLD TOGO. BIG OPPORTUNITY TO INCREASE REVENUE.
  
- LABOR COST VS BUDGET IS NOT ATTAINABLE, WITH VERY FEW DOLLARS IN TEMP LABOR (CONTRACT LABOR) VS PREVIOUS YEARS DOLLARS SPENT. UNREALISTIC, EFFICIENCY IS OUR GOAL AND BUILDING STAFF IS THE FOCUS.
  
- STAFFING & TRAINING PRIORITY, NEEDED HIRING 2 PT BARTENDERS, 4PT SERVERS & 1 PT COOK & 1 PT POOL TECH.
  
- FOOD COST TO MEET BUDGETED 45% FOR THE YEAR.
  
- LIQUOR, BEER, WINE COMBINED COST TO COME IN AT 30% FOR THE YEAR,
- WHICH WILL RESULT IN BEING BELOW BUDGET.



Order Agreement  
Northstar Technologies, Inc.  
3650 Mansell Road, Suite 225  
Alpharetta, GA 30022

This Order Agreement ("Order Agreement"), effective on the date set forth below the signature line of Northstar's representative ("Effective Date"), is by and between Northstar Technologies, Inc., located at 3650 Mansell Road, Suite 225, Alpharetta, Georgia 30022 ("Northstar") and the business entity identified below ("Licensee") and shall be governed by the Northstar Software License, Support & Service Agreement and any Addenda thereof ("Terms") by and between the parties commencing on the Effective Date. Capitalized terms in this Order Agreement not otherwise defined shall have the same meanings as set forth in the Terms. In the event of any conflict between the provisions of the Terms and the provisions of this Order Agreement, the provisions of this Order Agreement shall govern.

**1. Licensee and Club Location:**

Club/ POA Address		Corporate Entity	
Club/ POA Name	Venetian River Club	Corporate Entity Name	Venetian River Club
Street Address	502 Veneto Blvd.	Entity Address	502 Veneto Blvd.
City, State - Zip	North Venice, FL 34275	Entity City, State - Zip	North Venice, FL 34275
		Entity State of Incorporation	FL
		Doing Business As	Venetian River Club

## **2. License Terms and Fees:**

Item	Software	Users	Price
1	<b>Northstar Office</b> <b>Accounting:</b> Membership/Accounts Receivable, A/R Bank Draft & Credit Card Payments, General Ledger - 1st Company & Financial Report Writer, Accounts Payable/Bank Rec <b>F&amp;B:</b> Food and Beverage POS, F&B POS Tableside Tablets Option, F&B POS - Integrated Credit Card Processing, Beverage Inventory, Grab-n-Go <b>Membership:</b> Member ID Cards - Magnetic Swipe -Up to 2 Templates, Membership - E-Application - Tier 1, Stream Alerts, Campaign Module up to 5 Templates <b>Property Access:</b> Front Desk up to 2 Locations <b>Reservations Systems:</b> Banquet & Catering Management, Dining Reservations up to 2 Location(s), Club Events Management (Back Office), Activities Management 3 Departments <b>Retail:</b> Retail POS, Retail POS - Integrated Credit Card Processing, Retail Inventory & Purchasing	Unlimited	
2	<b>NS Connect Premium (Public &amp; Private Sites)</b> Hosted NS Connect Premium (Public & Private Site, built from Premium designs) includes: Statements, Payments, Roster/Profile, Resident Directory, Schedule Visitor feature, community documents, etc, Up to 50 Web Pages total. Single SSL Certificate Included.		
3	<b>NS ClubNow Plus Branded</b> Club Branded ClubNow App Includes: Statement (View/Pay), Resident Roster, Schedule Visitor Feature, Resident Request Feature, Push Notifications. Annual Apple Store License Fee in addition (\$100; subject to change).		
4	<b>Optional Software Modules</b> <b>F&amp;B (Not Included):</b> Kitchen Display System - KDS, Tabletop POS <b>Property Access (Not Included):</b> Gate House, Gate/Door Lock Control Appliance <b>Reservations Systems (Not Included):</b>		
5			
6			
7	SMTP Email Services < 70,000 emails per month Hosting Specs: r5.2xlarge vCPUs: 8 RAM: 64 GB Hard Drive: 750 GB Elastic IPs: 1 OS: Windows Server 2019 Dedicated Security Group Daily Backups Included Single Certificate Included		
8			
	<b>MONTHLY SUPPORT Total</b> <b>Discount</b>	15%	<b>\$2,840</b> <b>-\$426</b> <b>\$65</b>
	<b>MONTHLY SUPPORT &amp; SMTP Services Total</b>		<b>\$3,139</b>



**3. Professional Services and Fees:**

Northstar will provide the Installation and Training services set forth below.

Item	On-site/Remote Implementation Services	Days	Daily Rate	Price
1	Project Management	9	\$800	\$7,200
2	On-Site Analysis	1	\$1,200	\$1,200
3	Installation and Data Migration	9.0	\$800	\$7,200
4	Northstar Office Training	16.0	\$1,200	\$19,200
5	Northstar Connect Configuration & Training			\$9,600
7	Northstar ClubNow App Setup			\$5,000
	<i>SubTotal</i>			<i>\$49,400</i>
	<i>Discount</i>			<i>-\$15,000</i>
8	<b><i>Total Professional Services</i></b>	35		<b><i>\$34,400</i></b>
Notes:	<ul style="list-style-type: none"> <li>- If applicable, travel time for onsite services within the USA, may include a surcharge of \$500.</li> <li>- All travel and out-of-pocket expenses are billed separately and due upon receipt of invoice.</li> <li>- "Days" listed above are Estimated based on uninterrupted access to Club Staff during scheduled training.</li> <li>- Additional Professional Services are available.</li> </ul>			



**4. Software Maintenance/Support and Fees:**

All Software Maintenance, Support and Upgrades are included in Payment Terms.

**5. Payment Terms:**

Payment	Description	Amount
1	Due Upon Contract Execution - 50% of Services	\$17,200
2	Due Upon Software Installation - 50% of Services	\$17,200
3	Monthly Support & SMTP Services -- Due Upon Go-Live	\$2,479
4	Monthly Hosting Services - Server will be procured and Northstar software will be installed in advance of Go-Live at that time fees for hosted server is due and payable - Due at Software installation and Server Activation	\$660
Note:	Payment Terms: Monthly Support will be Net 15 from Invoice Date, and will be tendered by automatic ACH.	

**6. Additional Terms:**

6.1 At any time within the first forty five (45) days subsequent to the execution date of this Order Agreement, and upon written notification to Northstar Technologies, Licensee shall have the right to be released from further obligation ("Release") upon the terms of this contract, for no reason or for any reason, and shall promptly be refunded all Software License and/or Support fees previously paid. Upon choosing to exercise this right, Licensee agrees to immediately return all Software and attendant Documentation and/or materials, cease all use of the Software, and shall reimburse Northstar Technologies for all out-of-pocket travel expenses and professional services rendered prior to the execution of such Release.

6.2 Licensee may cancel this Order Agreement at any time AFTER a minimum term of sixty (60) months from the Go-Live Date.

6.3 Licensee understands that the terms set forth in this Agreement, including but not limited to, the licensing, pricing, and payment terms, are Northstar Confidential Information, and Licensee may not disclose such terms to any third party, including a third party acquiring or acquired by Licensee by merger, consolidation, or otherwise without Northstar's prior written consent.

IN WITNESS WHEREOF, Northstar and Licensee have executed and delivered Agreement on the date set forth below the signature of

**NORTHSTAR TECHNOLOGIES, INC.**

**LICENSEE:**

By: \_\_\_\_\_  
Prasad Suryadevara

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

Title: \_\_\_\_\_  
Chief Executive Officer,  
Northstar Technologies, Inc.

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

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

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



NORTHSTAR SOFTWARE LICENSE, SUPPORT & SERVICE AGREEMENT ("TERMS")  
Northstar Technologies, Inc.  
3650 Mansell Road, Suite 225  
Alpharetta, GA 30022

Club/ POA Address		Corporate Entity	
Club/ POA Name	Venetian River Club	Corporate Entity Name	Venetian River Club
Street Address	502 Veneto Blvd.	Entity Address	502 Veneto Blvd.
City, State - Zip	North Venice, FL 34275	Entity City, State - Zip	North Venice, FL 34275
		Entity State of Incorporation	FL
		Doing Business As	Venetian River Club

1. **LICENSE.** Subject to the terms and conditions of this Agreement, Northstar Technologies, Inc. (hereinafter referred to as "Northstar") grants to Licensee, and Licensee accepts from Northstar, a non-exclusive restricted site license ("License") to install and operate executable code versions of the computer programs ("Software") pursuant to the Order Agreement appearing at the beginning of this document or any subsequent Order Agreement referencing the terms of this Agreement ("Terms"), together with all maintenance releases. Licensee acknowledges that it is receiving only a License to use the Software and Documentation and that all rights and title to the Software and Documentation are retained and solely owned by Northstar.
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**6.2 DATA SECURITY.** Northstar shall, at all times, provide reasonable security measures to protect any and all personally identifiable information relating to Licensee's members and customers, including, name, address, email address, telephone number, affiliations, and credit card information (collectively, "Licensee Data"). Northstar shall maintain Licensee Data in a manner that prevents the unauthorized disclosure of, unauthorized use of, unauthorized access to, misappropriation of, loss of, or alteration of any Licensee Data while it is in the possession of Northstar.

**7. WARRANTY.** Northstar represents and warrants to Licensee as follows:

**7.1 AUTHORITY.** Northstar represents and warrants that it possesses the right, title and interest in and to the Software, Documentation and related materials licensed hereunder and that, upon acceptance by Licensee of the Software as herein provided, Licensee shall have license and good right to use such Software free from any lien, claim, charge, restriction, or encumbrance of others.

**7.2 CONFORMITY TO DOCUMENTATION.** Northstar further warrants to Licensee that the Software shall substantially conform to the specifications for the Software set forth in the Documentation. If the Software does not perform substantially in accordance with the Documentation, Northstar, using its best efforts, will, within a commercially reasonable time, provide updates to Software and/or to Documentation such that Software conforms to the Documentation. This warranty is contingent upon Licensee advising Northstar in writing of such errors in sufficient detail to enable Northstar to reproduce the error. Northstar does not warrant that the Software will be free from errors, but Northstar shall make its best efforts to correct reported errors in a commercially reasonable time.

**7.3 PROFESSIONAL SERVICES.** Northstar warrants that the Professional Services provided under this Agreement will be performed by qualified personnel familiar with the Software and its operation, and the services shall conform to the standards generally observed in the industry for similar service.

**7.4 THE WARRANTY PROVIDED IN SECTION 7 APPLIES ONLY IF THE SOFTWARE IS USED EXCLUSIVELY AT LICENSEE'S SITE AND IS USED EXCLUSIVELY ON THE APPROPRIATE COMPUTER HARDWARE. THE WARRANTY HEREIN ABOVE SET FORTH IS MADE TO AND FOR THE BENEFIT OF LICENSEE ONLY. EXCEPT FOR THE EXPRESS WARRANTY STATED IN SECTION 7, NORTHSTAR DISCLAIMS ALL OTHER CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OBLIGATIONS OR LIABILITY ON THE PART OF NORTHSTAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE AND DOCUMENTATION.**

**8. LIMITATION OF LIABILITY.** Licensee agrees that except as otherwise provided in this Agreement, Northstar shall not be liable to Licensee for any loss or damage to Licensee or any third party, caused by failure of Software licensed hereunder to function, in whole or in part, nor shall Northstar be liable for any special, incidental, indirect or consequential damages as a result thereof or under this Agreement, even if Northstar shall have been advised of the possibility or potential of such loss or damage. In any event, the total of Northstar's limitation of liability hereunder shall be the greater of the total of all Software License Fees paid to Northstar by Licensee hereunder or the combined total of all Monthly Support Fees paid to Northstar by the Licensee in the previous 6 months immediately preceding the event giving rise to the claim(s). Licensee further understands and agrees that this Limitation of Liability allocation is an essential element of the basis of the bargain between the Parties.

**9. DEFAULT.** If any one of the following events shall occur (each considered a "Licensee Default"), then to the extent permitted by applicable law, Northstar shall have the right to exercise any one or more of the remedies set forth below in Section 9.1: (1) Licensee fails to pay to Northstar any payment when due and such failure continues for ten (10) days after written notice thereof; (2) Licensee breaches any material covenant, warranty or agreement contained herein or in any license or support agreement relating to the Software, and such breach continues for ten (10) days after written notice thereof; (3) Licensee admits in writing its inability to pay debts as they become due; (4) Licensee becomes insolvent or makes an assignment for the benefit of creditors; (5) A receiver, trust conservator or liquidator of Licensee, or of all or any substantial part of its assets, is appointed with or without the application or consent of Licensee; (6) A petition is filed by or against Licensee under Bankruptcy Act or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, and such petition or case remains undismissed for a period of forty-five (45) days; (7) Licensee assigns or transfers or attempts to assign or transfer the Software without complying with Section 10 below.

**9.1 REMEDIES.** In the event of a Licensee Default, Northstar may terminate this Agreement, and upon such termination (I) Licensee's right to use the Software shall terminate absolutely and Licensee shall promptly return to Northstar all copies of the Software and Documentation, and (II) Northstar shall recover from Licensee any other amounts to which Northstar may be entitled. In the event that Northstar breaches any material covenant, warranty or agreement contained herein, and such breach continues for 10 days after written notice, Licensee may terminate this Agreement; but shall have the ongoing right to use the Software as is for a period of twelve (12) consecutive months from such termination. During this twelve (12) month period, Licensee shall abide by the trade, restrictions, ownership and confidentiality provisions in this Agreement with respect to Software licensing. Licensee's right to use the Software shall terminate absolutely after the twelve (12) consecutive months and Licensee shall promptly return to Northstar all copies of the Software and Documentation. No failure on the part of either party to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Agreement.

**9.2 PRORATION.** In the event of a Licensee Default, Northstar shall not be required to refund or prorate any professional service fees already paid or earned, nor prorate any monthly/quarterly/annual License and Support fees already remitted or due.

10. **ASSIGNMENT.** Upon Northstar's written approval, Licensee may assign this Agreement to any successor to substantially all of Licensee's assets and/or business, whether by sale, merger, business combination or otherwise, provided that such successor agrees in writing to be bound by the terms of this Agreement and continues to use the Software at the location designated herein. Licensee agrees to pay a fee of \$7,500.00 to Northstar to complete the assignment. In connection with any such assignment, Licensee shall deliver all copies of the Software, Documentation and other tangible copies of the Northstar Information in its possession to the assignee, and Licensee shall thereafter cease all use of such items and materials.
11. **BACK-UP.** Except for Northstar's Data Backup obligations specified in Addendum A, if any, Licensee shall be responsible for Backups of its data.
12. **DISPOSITION OF SOFTWARE, DOCUMENTATION AND NORTHSTAR INFORMATION.** Upon the termination, expiration or cancellation of the License for any reason, Licensee agrees to return to Northstar all copies of tangible portions of the Software, all Documentation and any material containing or pertaining to the Northstar Information delivered or disclosed to Licensee pursuant to the terms of the Agreement or otherwise, as well as any copies made by Licensee. Title to the Software and any changes, modifications, or improvements made or developed with regard to Software, whether or not made or developed at Licensee's request, shall remain the exclusive intellectual property of Northstar and shall be deemed to have been part of the Software.
13. **NON-WAIVER.** Any waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.
14. **INTELLECTUAL PROPERTY INDEMNIFICATION.** Northstar shall indemnify, defend and hold Licensee harmless against any claims, legal actions, losses and other expenses arising out of or in connection with any claims that the Software infringes or violates any intellectual property right of any third party ("Claim"), on the condition that Licensee notifies Northstar promptly of the Claim and gives Northstar sole control of the defense and negotiations for its settlement or compromise. If Licensee is, or may become, prohibited from continued use of any Software component by reason of an actual or anticipated Claim, Northstar shall use its reasonable efforts to (a) obtain for Licensee the right to use the Software, or (b) replace or modify Software so that it is no longer subject to a Claim, but performs the same functions in an equivalent manner. If neither of the foregoing options are feasible in Northstar's sole discretion, Northstar shall refund to Licensee the license fees paid for the Software, prorated on a three year software life. Northstar will have no liability for any Claim based on (i) use of other than the prevailing release of the Software (if the Claim could have been avoided by that release and Licensee has been so notified), or (ii) any use or modification of Software by Licensee not approved in writing by Northstar.
15. **INSTALLATION AND TRAINING.** Northstar shall perform Installation and Training Services, if any, listed in an Order Agreement. Licensee may cancel any Service by providing ten (10) days written notice to Northstar, however, Licensee shall be responsible for all expenses incurred and Services performed prior to cancellation or termination.
  - 15.1 **UNRECOVERABLE COSTS DUE TO CANCELATION.** If Licensee reschedules, cancels, postpones or delays the scheduled installation and/or training dates, Northstar shall have the right to charge the Licensee for unrecoverable travel-related costs incurred. If Licensee reschedules, cancels, postpones or delays the scheduled installation and/or training dates with less than 10 days' notice, Northstar shall have the right to charge the Licensee one full day of Professional Services fees in addition to other unrecoverable costs.
  - 15.2 **SITE PREPARATION.** Licensee shall make available, prior to the scheduled installation date, at its own expense, appropriate site and equipment for Software installation. Northstar will cooperate with Licensee's staff to prepare the site for installation and operation of the Software.
  - 15.3 **INSTALLATION.** Provided Licensee performs its obligations under this Agreement in a timely manner, Northstar will install the Software substantially in accordance with the timetable agreed upon with Licensee. Licensee shall be responsible for the time and expenses of its employees, if any, who may be required to assist in the installation of the system, and the additional expenses incurred by Northstar resulting from delays in installation caused by Licensee or its employees or agents. Licensee shall be responsible for obtaining and coordinating the services of any third parties whose products or services connect to the Software.
  - 15.4 **TRAINING.** Provided Licensee performs its obligations under this Agreement in a timely manner, Northstar will provide, in accordance with the Order Agreement, an initial training program for designated employees of Licensee in the use of the Software. Licensee's employees shall be deemed to have received adequate training after completion of the training program. Licensee will cause its employees to cooperate with the training program as required by Northstar.
16. **SOFTWARE MAINTENANCE/SUPPORT.** Northstar will provide the Maintenance/Support Services, if any, specified on the Order Agreement as described herein for the Software. Unless otherwise agreed in writing, Northstar shall have no obligation to maintain any computer programs other than the Software, and no obligation to maintain any computer hardware or other devices on which the Software operates.
  - 16.1 **SERVICES.** In consideration of the payments to be made to Northstar for Maintenance/Support Services, Northstar agrees to provide the following Maintenance/Support Services:



- 16.1.1 TELEPHONE/ONLINE SUPPORT.** Northstar will make available trained personnel to provide off-site telephone/online support, in the form of assistance and advice on the use and maintenance of the Software on a 24-hour, 7-day per week basis. All telephone/online support furnished to Licensee is intended to be furnished by Northstar to Licensee's personnel who have been trained by Northstar or who have received training which Northstar has approved. Northstar reserves the right to limit such support if Licensee has not provided its personnel with appropriate training in Northstar's reasonable judgment. Licensee shall be responsible for all communication charges incurred by Licensee.
- 16.1.2 MAINTENANCE AND ERROR CORRECTION.** Northstar shall maintain the Software so that it substantially operates in conformity with the applicable documentation provided pursuant to this Agreement. Northstar agrees to make corrections and/or provide suitable work-arounds necessary to keep or place the Software in good working condition in accordance with Northstar's then current specifications.
- 16.1.3 UPGRADES AND NEW VERSIONS.** Northstar will provide, for software modules licensed to licensee, maintenance releases, software upgrades, bug fixes, or enhancements to the Software as they become available; provided, however, that delivery of new versions or significant upgrades may be delayed if on-site installation or training is required. Northstar shall not be responsible for the acquisition or installation of any new third party software or additional equipment that may be required to operate any new or modified version of the Software.
- 16.1.4 PERFORMANCE STANDARDS.** Northstar shall use its best efforts to provide its maintenance services in a professional and timely manner consistent with the services provided by Northstar to other users of similar systems. Northstar does not represent that the Software will be free of errors or operate without interruption. Northstar shall cooperate with Licensee in scheduling maintenance so as not to interfere unreasonably with required operation of the Software or the business of Licensee.

**16.2 CHARGES BY NORTHSTAR.** Northstar reserves the right to modify the fees it charges to Licensee:

- 16.2.1 ANNUAL MAINTENANCE/SUPPORT FEE.** Beginning one year following go-live, and annually thereafter, Northstar may increase Maintenance, Support, and/or Subscription fees by 3.3% or the annual rate of inflation published by the U.S. Bureau of Labor Statistics. The Maintenance/Support fee and other charges due under this Agreement shall be invoiced in advance on a periodic basis as specified in the Order Agreement.
- 16.2.2 PROFESSIONAL SERVICES FEES.** Northstar will charge Licensee for all work requests by Licensee, above and beyond any maintenance efforts required to keep the Software in good working condition. Licensee shall be responsible for all time and materials costs and charges, at Northstar's then current rates. If onsite presence is required of Northstar personnel, Licensee shall be additionally responsible for all travel expenses, including, but not limited to, lodging, meals, and car rentals. Professional Services fees and expenses shall be non-refundable in all circumstances.

**16.3 ACCESS TO SOFTWARE AND FACILITIES.** Licensee shall provide Northstar with timely access to any and all computer equipment that may be necessary in order to provide the services hereunder. If consents or authorizations by third parties are required to permit such access, Licensee shall obtain such consents or authorizations.

**16.4 INDEPENDENT CONTRACTOR.** Northstar and its employees, agents and representative shall at all times, while providing services under the terms of this Agreement, act as independent contractors and Licensee shall exercise no control over them.

**17. TERMINATION.**

- 17.1 TERM.** This Agreement shall remain in effect until the termination of the Licensee's license to use the Software, either by Licensee Default as outlined in Paragraph 9 and subordinate paragraphs, or termination by Licensee as outlined below.
- 17.2 TERMINATION FOR BREACH.** If either party breaches a material provision of this Agreement, the other party may give written notice of termination. If the breaching party fails to cure the breach within a mutually accepted number of days, this Agreement shall be terminated. Upon Licensee's termination for an uncured Northstar material breach, Licensee shall be released from accruing future financial obligations under this Agreement. If applicable, Northstar shall return to Licensee the Software License Fee paid to Northstar, prorated based upon a three-year software life.
- 17.3 TERMINATION BY LICENSEE.** After completing the Minimum Term, Licensee may terminate this Agreement at any time for its convenience. As this Agreement includes the annual license fee for the Software Support and Maintenance, the Licensee may not terminate the Agreement unless, Licensee terminates this entire Northstar Software License, Support & Service Agreement; and upon such termination, all of Licensee's right to use the Software shall terminate absolutely and Licensee shall promptly return to Northstar all copies of the Software and Documentation. Licensee shall be responsible for all financial obligations up to the termination date including Professional Services and Support and Maintenance fees.



N O R T H S T A R

18. **GENERAL.** This Agreement, including any Addenda, together with the Order Agreement, which are incorporated herein by this reference, constitute the entire agreement and understanding between Northstar and Licensee concerning the subject matter hereof. To be binding on either party, any representation or promise hereafter made by a party or any modification or amendment of this Agreement must be in writing and must be signed by Licensee and an authorized agent of Northstar. Any notice required or permitted to be given under the terms of this Agreement shall be deemed given when reduced to writing and placed in the United States mail, postage prepaid and addressed to the intended recipient at the address provided on the face hereof. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions had been omitted.
19. **GOVERNING LAW & CONSENT TO JURISDICTION.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Georgia, U.S.A. Northstar and the Licensee, hereby, irrevocably and unconditionally agree that any suit, action or other legal proceeding arising out of this Agreement may only be brought in any court located in Fulton County, Georgia, U.S.A. and Consent to the jurisdiction of any such court in any such suit, action, or proceeding.

**IN WITNESS WHEREOF,** Northstar and Licensee have executed and delivered this Agreement on the date set forth below the signature of Northstar's representative.

**By:** \_\_\_\_\_  
Prasad Suryadevara

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

**Title:** \_\_\_\_\_  
Chief Executive Officer,  
Northstar Technologies, Inc.

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

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

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



## Addendum A

### Hosting Services – Additional Terms

This “Addendum A” lists additional terms governing the Hosting Services offered by Northstar and utilized by Licensee. Northstar and Licensee agree as follows:

**Hosting.** Northstar shall host the following applications listed in the corresponding Order Agreement. Northstar may, in its sole discretion, utilize subcontractors, agents, and/or third-party facilities to provide these Hosting Services.

- BS Connect (Hosted Solution)
- Northstar Back Office (Hosted Solution)

**Minimum Term Commitment for Back Office Hosting Services:** Thirty Six Months.

**Data Backup.** Upon Licensee request, Northstar will setup a data backup service to backup Licensee data on regular intervals and restore such data when requested. The data backup will be stored for one year from the date of backup and for up to 30 days from the termination of Hosting Services.

**No Material Breach.** No perceived or actual violation(s) of Hosting Services Terms by Northstar shall constitute Material Breach of any Agreement, Contract, or commitment between the Parties. Licensee's sole remedy for such perceived or actual violations shall be as listed in the section labeled “Service Level Commitment Remedy” in this Addendum.

**Data Protection.** Northstar shall take commercially reasonable security measures to protect Licensee Data from unauthorized access while such Licensee Data is hosted by Northstar.

**Service Level Commitment (SLA).** The Hosting Services will achieve System Availability (as defined below) of at least 99% during each calendar year. . “System Availability” shall mean the number of minutes in a year that the key components of the Hosting Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from(a) scheduled maintenance, (b) events of Force Majeure, (c) malicious attacks on the system,(d) issues associated with the Licensee's computing devices, local area networks or internet service provider connections, or (e) inability to deliver services because of acts or omissions of Licensee. Northstar reserves the right to take the Hosting Services offline for scheduled maintenance for which Licensee has been provided reasonable notice and Northstar reserves the right to change its maintenance window upon prior notice to Licensee.

**Service Level Commitment Remedy.** If Northstar fails to meet System Availability in the calendar year, upon written request by Licensee within 30 days after the end of the calendar year, Northstar will issue a credit in Licensee's next invoice in an amount equal to 1% of the yearly fee for the affected Hosting Services for each 1% loss of System Availability below stated SLA, up to a maximum of the Licensee's fee paid for the affected Hosted Services. The remedy stated in this paragraph is Licensee's sole and exclusive remedy for interruption of Hosting Services and Northstar's failure to meet System Availability.

**By:** \_\_\_\_\_  
Prasad Suryadevara

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

**Title:** \_\_\_\_\_  
Chief Executive Officer  
Northstar Technologies, Inc.

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

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

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



**ACH AUTHORIZATION FORM**

I hereby authorize Northstar Technologies, Inc., to initiate ACH debit transaction for as per the Order Agreement from the

Account Type :        ☐ Checking        ☐ Savings ( Please Check One)

\_\_\_\_\_  
Bank (Institution Name)

\_\_\_\_\_  
Account Name

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Routing Number (First nine digits encoded on bottom left side of your check)

Customer Name:	
DBA:	
Authorized Signature:	
Print Name:	
Title:	

**Staple Voided Check in the box below**



N O R T H S T A R  
LEADING THE WAY

# HARDWARE SPECIFICATION

*Document*

## Complete Guide

*Hardware/Software and Configuration Requirements*

***Document Version 6.1.1***

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Northstar Technologies, Inc. invites comment on its manual. Please feel free to send your comments via email to [info@globalnorthstar.com](mailto:info@globalnorthstar.com).

# Table of Contents

Contact Information.....	4
Main Server Setup.....	5
Basic Server Requirements by Usage .....	5
Back Office Only Server.....	5
Database.....	5
Back Office & Database on Same Server .....	6
Additional Hardware Requirements.....	6
Server Software Requirements .....	7
Software Support & Communication Access .....	7
Whitelisted IP Addresses .....	7
Network Configuration.....	8
Tape Backup & Antivirus Software.....	9
Kitchen Display System (KDS) & Printers .....	10
Kitchen Display Monitors .....	10
Kitchen Printer Requirements .....	10
Kitchen Printing Configuration.....	10
POS Terminals, Tableside POS, and Back Office Workstations.....	11
Hardware Requirements.....	11
Client's Software Requirements .....	11
Network Configuration.....	11
Potential Print Setups.....	12
Printing from a Local Server .....	12
Cloud Printing with Non-TCP IP/Ethernet Printers.....	12
Cloud Printing with TCP IP/Ethernet Printers.....	13
POS Peripherals.....	14
POS Receipt Printers .....	14
Card Readers & Scanners .....	14
Back Office Peripherals .....	15
Report Printers .....	15
Membership Card Printers .....	15
Inventory Barcode Label Printers .....	15
NS Smart Inventory Scanner.....	15
Event Ticketing Printer .....	15
NS Access .....	16
Recommended Hardware Readers Compatible with NS Box .....	17



Utilization .....	<b>18</b>
Gatehouse Module.....	18
Room Reservations Module .....	18
Recommended Scanners.....	<b>18</b>
Integrated ACH/EFT Payments .....	19
PCI & PA-DSS Compliance .....	<b>19</b>
Integrated Merchant Service Providers .....	<b>20</b>
Credit Card Processor Vendor Matrix by Module .....	<b>21</b>
Timekeeping & Payroll .....	23
Timekeeping Module .....	<b>23</b>
Payroll Processing .....	<b>23</b>
Hardware Configuration Summary .....	24
Workstation Worksheet .....	25
Appendix A .....	26



# Contact Information

Department	Email	Phone
Northstar Implementation Support	<a href="mailto:pm@globalnorthstar.com">pm@globalnorthstar.com</a>	(678) 389 – 4300 x 3
NS Connect Support	<a href="mailto:connect@globalnorthstar.com">connect@globalnorthstar.com</a>	(678) 389 – 4300 x 1
Northstar Support	<a href="mailto:support@globalnorthstar.com">support@globalnorthstar.com</a>	(678) 389 – 4300 x 1

## Address

Northstar Technologies, Inc.  
3650 Mansell Rd, Suite #225  
Alpharetta, GA 30022

## Direct Lines

(Toll Free, 24/7/365)  
USA: (888) 240 – 3501  
Australia: +61 – 1800 – 922 – 724 x 1

## Website

[www.globalnorthstar.com](http://www.globalnorthstar.com)

# Main Server Setup

## Basic Server Requirements by Usage

The following tables provide the minimum requirements need to a keep a club's system running smoothly. To that end, please take note of these points:

- Please use the first 3 columns in each table (Back Office Users, Website Users and Terminals) to determine the size classification of a club
- As these are the minimum requirements for each server, please increase the specs in accordance to the needs of any other utilities that may also be running on the server
  - E.g., antivirus, antimalware, backup services, etc.
- For clubs that are classified as large, we require that the Back Office, Database, and Connect are hosted on separate server, for reasons listed on **Page 6**
  - As **standard**, Northstar will host **all** Connect websites on our servers
  - If a club chooses to host Connect on their own server, they must follow the requirements listed below
- We recommend that clubs host their Database and Back Office on separate servers for better security and performance.
- We require clubs use an Intel® Xeon® Series, 2+ GHz processor with a Windows Server 2019 Standard or Later
- We **only** support new Decoupled installations

## Back Office Only Server

Club Size	Users	Terminals	Members	Allocated Back Office Memory	Total Server Memory
Small	< 50	< 50	< 5,000	8 GB	16 GB
Medium	50 – 200	50 – 200	5,000 – 20,000	16 GB	24 GB
Large	200 – 500	200 – 500	20,000 – 50,000	32 GB	40 GB
Very Large	> 500	> 500	> 50,000	≥ 32 GB	≥ 40 GB

## Database

Club Size	Users	Terminals	Members	Allocated Database Memory	Total Server Memory
Small	< 50	< 50	< 5,000	4 GB	12 GB
Medium	50 – 200	50 – 200	5,000 – 20,000	8 GB	16 GB
Large	200 – 500	200 – 500	20,000 – 50,000	16 GB	24 GB
Very Large	> 500	> 500	> 50,000	≥ 16 GB	≥ 24 GB

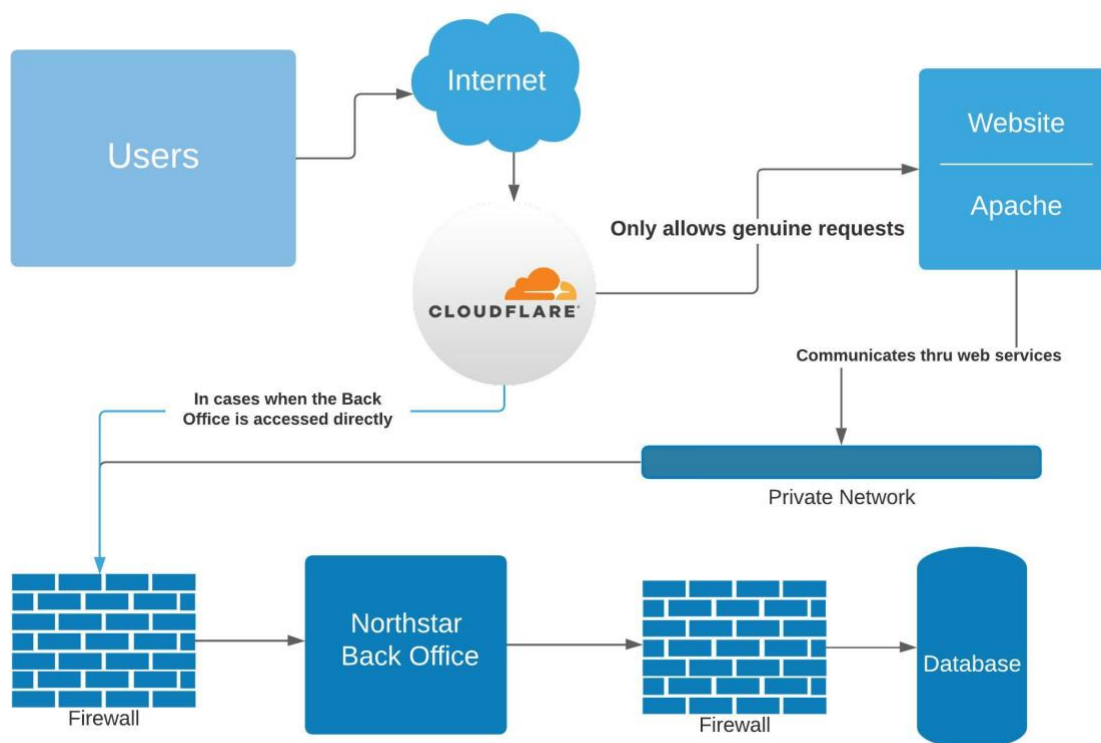
## Back Office & Database on Same Server

Club Size	Users	Terminals	Members	Allocated Back Office Memory	Allocated DB Memory	Total Server Memory
Small	< 50	< 50	< 5,000	8 GB	4 GB	16 GB
Medium	50 – 200	50 – 200	5,000 – 20,000	16 GB	8 GB	32 GB
Large	200 – 500	200 – 500	20,000 – 50,000	32 GB	16 GB	64 GB
Very Large	> 500	> 500	> 50,000	≥ 32 GB	≥ 16 GB	≥ 64 GB

***\*This specification may vary considering the usage of our product(s). For example, if you are using NS Connect and have a large number of images and media, then please allot 500 GB – 1 TB for the Northstar Drive***

### Additional Hardware Requirements

1. RAID/Mirroring Enabled
2. RAID 10 recommended to maximize uptime
3. We require that clubs that experience a high volume of transactions host the Back Office, Database and connect on separate servers, physical or virtual;
  - a. To increase data security,
  - b. Protect the system from crashes
  - c. And prevent slow-downs on the Tomcat server
    - i. Below is a diagram of the ideal setup and data flow



## Server Software Requirements

1. Northstar requires a dedicated server, with no other application software operating, including Microsoft Exchange, Microsoft SQL Server, Domain Controller and/or any previous accounting systems. Northstar will not install on servers where non-supported software is also installed
2. Operation Systems: Windows 10 Pro/Enterprise. Any Home editions are not supported as they do not allow for a RAID setup
3. Supported browsers are **Google Chrome & Safari**
4. Adobe PDF Reader: 10.1.11 or higher
  - a. Not required for POS Terminals
5. The latest edition of Microsoft Office, or MS Excel and MS Word, is required at a minimum for running reports
  - a. Not required for POS Terminals
6. We require that automatic Windows updates are disabled; they should only be run in a supervised manner
7. All machines must have antivirus software installed. We advocate the use of [Bitdefender](#), as it has been tested to work with our system most effectively
  - a. We recommend the business edition called [GravityZone](#)
  - b. For more information, please refer to the [Appendix A](#)
8. For Control Center utility, on Back Office/Connect server, the .NET Framework 4.8 is required
9. Tomcat service startup should be dependent on MySQL service

## Software Support & Communication Access

1. Northstar will install [RealNVC](#) during its installation process for remote access software
2. Northstar requires administrative rights to the server and print server (not to the domain). We can accept a new user with administrative rights or the Administrator account itself. Only this account should be used to add shared or network printers on Northstar Application Server

## Whitelisted IP Addresses

Please whitelist the following IP Addresses to allow Northstar access for specific processes

1. For Control Center Utility: 18.223.49.161
2. For Communication:
  - a. Central Server IP: 64.135.11.60
  - b. IP Masking: 64.135.45.130
  - c. NS Office IP 1: 110.93.222.250
  - d. NS Office IP 2: 103.104.193.185
  - e. Atlanta Office: 96.80.50.70
  - f. Control Center: 18.223.49.161

## Network Configuration

1. For bandwidth requirements, please use the following numbers as a basic guide; however, for confirmed requirements always consult with Implementation Specialist:
  - a. For reference, 100 Mbps = 12 MB/s
  - b. Be aware that the upload speed must be higher than download

Club Size	Back Office & Database
Small	20 Mbps
Medium	35 Mbps
Large	50 Mbps
Very Large	≥ 75 Mbps

2. The following router ports should be open and forwarded to the Northstar server:
  - a. Northstar and Connect (http): 80 (Open for SSL validation otherwise it will be closed)
  - b. Northstar and Connect (https): 443
  - c. If ports 80 and 443 are occupied, we request access to ports 8080 and 8443
  - d. NS Access Box ports can be changed for security, or other, purposes. However, we strongly suggest the following:
    - i. Secure: 8883
    - ii. Nonsecure: 1883 (MQTT Service)
  - e. Send Grid: 587
  - f. Print Server: 8744 and 8745
3. The following components need to be on the related subdomain:
  - a. Back Office – northstar.clubdomain.com
  - b. Connect – www.clubdomain.com
  - c. Club Now – clubnow.clubdomain.com
  - d. Print Server – printserver.clubdomain.com
4. The Northstar Server can be on a domain
5. Please enable Reverse DNS for the domain and server to enable the Email Campaign functionality in NS Office
6. NAT Loopback/NAT Reflection needs to be enabled on the main routers

## Tape Backup & Antivirus Software

Please INCLUDE the following Northstar folders in your daily tape, CD or other backup mechanism:

- \NS\_DB\_Backups
- \Northstar\Tools
- \Northstar\Updates
- NSDocuments
- Northstar\Data (for Connect installations)

Exclude the following folders from tape backup and antivirus scans UNLESS you are using Bitdefender.

- \Northstar\Tomcat
- \MySQL

***\*Please note that Northstar is not responsible for backing up a club's database. Northstar only creates a backup job which exports the data every night after midnight in the NS\_DB\_Backups folder. Northstar Technologies, Inc. also provides database real time replication setup services at additional one-time cost for customers who are interested in keeping the real time data on another machine. Northstar does not monitor a backup job, it is the club's responsibility to discuss the backups with IT.***

# Kitchen Display System (KDS) & Printers

## Kitchen Display Monitors

### Basic Specs for KDS Monitors

1. Screen Size: 21.5" or more
2. Resolution: High-Res (1920 x 1080)
3. RAM: 8 GB
4. CPU: Dual Core Processor
5. Operating System: Windows 10
6. Further Recommendations:
  - a. Should be grease & heat resistant
  - b. Purchase of additional mounting kit is advised

### Kitchen Armor – Vendor Contact Information:

**Brooke Knight**

Sales & Marketing Administrator

[BKnight@kitchenarmor.com](mailto:BKnight@kitchenarmor.com)

Cell: (936) 827 – 2151

Office: (949)308 – 7227

<https://kitchenarmor.com>

*\*Clubs are welcome to use any vendor as long as they follow the above criteria*

## Kitchen Printer Requirements

1. Kitchen printers must be Epson U220b or U220D Ethernet printers, with auto-cutter
  - a. An alternative is the Samsung SRP270C with Ethernet interface and auto-cutter

## Kitchen Printing Configuration

1. All printers must have static IP addresses
2. All printers must be installed on the Print server using generic/text only printer drivers
3. Preparation printers should be appropriately named
  - a. i.e., Hot-Upper, Cold-Upper, Expo-Upper, Bar-Main, etc.
4. The printer installation is complete when a Windows test print can be sent from the Print server. At least one club staff needs to be trained by an IT company on how to test printers

# POS Terminals, Tableside POS, and Back Office Workstations

## Hardware Requirements

1. CPU: Intel® Core i3 or faster
2. RAM Memory: 8 GB or more
3. Hard Disk Drive: 40 GB or more
4. Touchscreen should be a minimum of 15" or larger with 1024 x 768 screen resolution
  - a. 17", 19", or 21" screens are better
  - b. Not required for Back Office workstations
5. USB or Serial connection for the touch screen is supported
  - a. Not required for Back Office workstations
6. Touchscreen must be resistive technology, not capacitive
  - a. Not required for Back Office workstations
7. The following handheld devices are supported by Northstar as long as the above specified CPU requirements are fulfilled:
  - a. Apple iPad with iOS 13 or later: iPad, iPad Air, iPad Pro, etc.
  - b. Apple iPad Mini tablets are recommended for **Tableside POS**
  - c. Windows Surface (as long as the Google Chrome or Safari browsers are supported). Surface tablets only offering IE Edge are not supported with Northstar

## Client's Software Requirements

1. Operating System: Windows 10 Pro/Enterprise. Any Home editions are not supported because they cannot join a domain, which can be necessary for printing purposes
  - a. Refer to diagrams on [Pages 12-13](#)
2. Supported browsers are **Google Chrome & Safari**
3. Adobe PDF Reader: 10.1.11 or higher
  - a. Not required for POS Terminals
4. Microsoft Office: latest edition or MS Excel and MS Word are required at a minimum for running reports
  - a. Not required for POS Terminals, unless the same terminal will be used by many to reprint
5. POS Terminal must have .NET Framework 4.5 installed on the Print Server for printing purposes
6. POS terminals and Northstar Application shortcuts should be pushed to the Desktop of each terminal and workstation by club's IT personnel

## Network Configuration

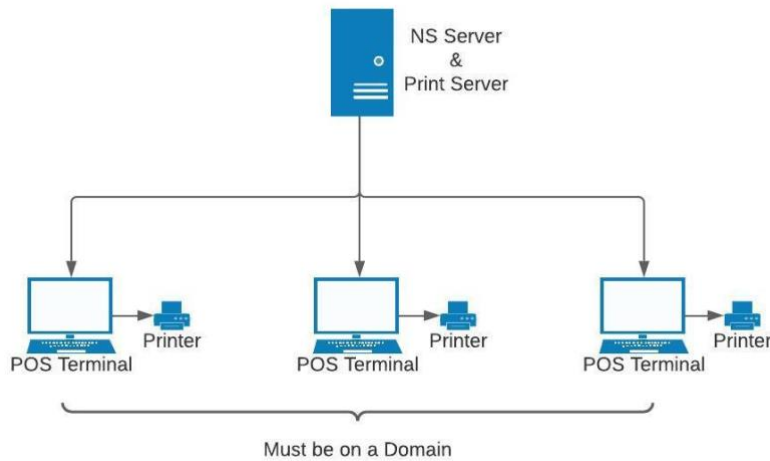
1. All workstations should be appropriately named
  - a. i.e., Dining Room-Left, Grille, Golf Shop, etc.
2. All workstations need to be on the same domain as the Print Server when using non-TCP IP printer
3. The IP address of Northstar server should be added as a trusted site or local intranet on the workstation and pop-ups should be allowed from the Northstar Server IP address



4. The Print Server will be used for all printing and should be kept ON at all times
  - a. When using cloud printing, we recommend designating a POS terminal as the Print Server; however, any local machine can be used. The terminal/machine should be kept ON at all times

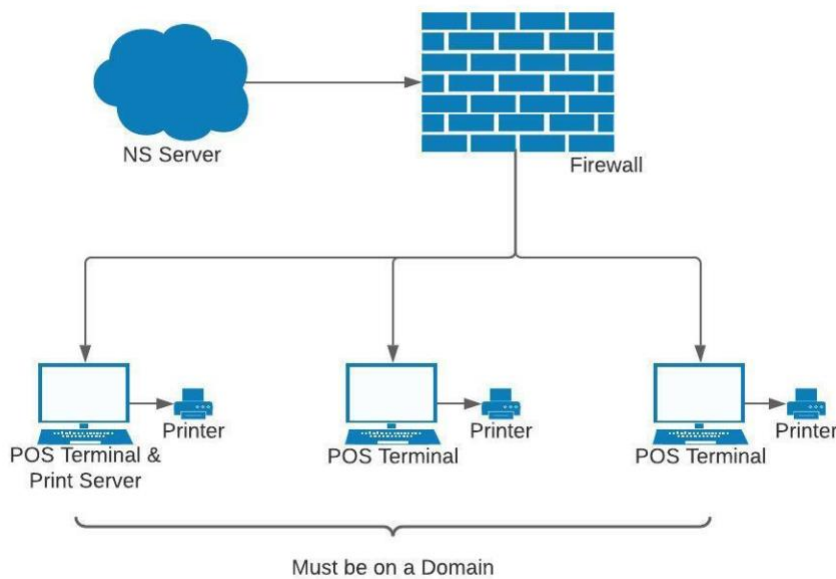
## Potential Print Setups

### Printing from a Local Server

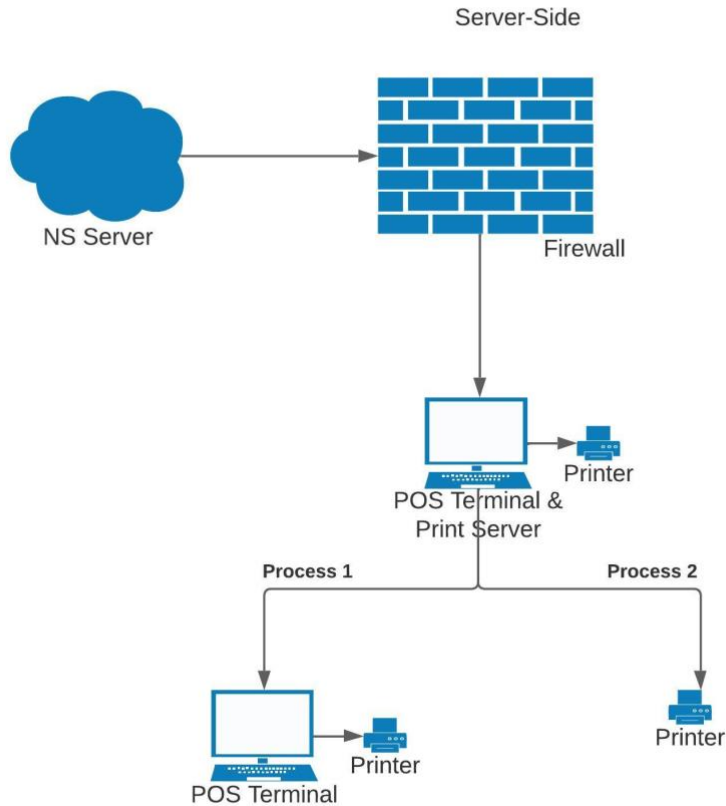


### Cloud Printing with Non-TCP IP/Ethernet Printers

This setup is only possible on a browser with an Active X extension; and printers will be setup as client-side printers only



## Cloud Printing with TCP IP/Ethernet Printers



## Cloud Printing with TCP IP/Ethernet Printers

This setup will work on the Chrome browser and applies to **Grab & Go** printing. The printer will be set as a Server-side Printer.

In Process 1, the Northstar server sends info to the Print Server, which relays printing instructions to the correct printer.

In Process 2, the Northstar server send info to the print server, which is then relayed to the correct POS Terminal. The terminal sends printing instructions to the connected printer.

# POS Peripherals

## POS Receipt Printers

1. Receipt printers should be Epson thermal TM-T88 (latest) or any thermal printer that supports the Epson ESC/POS command set. (Samsung SRP350 is another alternative)
2. Receipt printers can be connected via parallel, serial, Bluetooth or USB to the workstation. TCP IP/Ethernet based printers are recommended for receipt printing when buying new printers
3. The printer should be configured on the workstation using the generic/text only printer driver. If the printer is connected via USB to the workstation, you will be required to use the default printer driver
4. The receipt printer should be shared and added to the print server using the dedicated port. The Printer has been correctly configured when a Windows test print can be sent from the Print server. At least one club staff needs to be trained by an IT company on how to test printers before calling our support team for help
5. Receipt printers should be named appropriately
  - a. i.e., R-Dining Room-Left, R-Golf Shop, etc.
6. Cash drawers should be connected directly to the Epson (or compatible) printers using a RJ-12 6 pin MMF connector. USB, serial, and other types of cash drawers are not supported. Any cash drawer that is compatible with the Epson TM-T88 (latest) will work with Northstar

## Card Readers & Scanners

1. Gift Card Readers
  - a. Magnetic card readers for Northstar gift card swipes should be connected to workstations via USB in HID mode (keyboard emulation/not encrypted)
  - b. The reader should read tracks one and two
  - c. Suggested models: MagTek & Mini Wedge
2. Credit Card Readers
  - a. Encrypted credit card readers and PIN pad devices for integrated credit card processing are provided and purchased through our preferred third-party merchant service providers, which can be found on [Page 20](#)
  - b. We recommend the [Lane 3000](#) credit card reader for use with the OpenEdge Payments merchant
3. Membership Card, Barcode, and QR Scanners
  - a. To scan retail inventory/merchandise and membership cards, a barcode scanner is required
  - b. The scanner should connect to workstations via USB/Bluetooth
  - c. Suggested models include:
    - i. [Motorola DS9208](#) (USB QR & Barcode Scanner)
    - ii. [Datalogic Quickscan QBT2430](#) (USB Barcode Scanner)
    - iii. [Metrologic Voyager](#) (USB Barcode Scanner)
    - iv. [NADAMOO 2D Wireless Barcode Scanner](#) (Bluetooth QR & Barcode Scanner)

## Back Office Peripherals

### Report Printers

1. Report printers can be any Windows supported printer and be directly connected to the workstation or shared from the server

### Membership Card Printers

1. Membership Cards can be designed and printed from the Northstar application.
2. Recommended printers include
  - a. [Zebra ZXP Series 3 Card Printer](#)
  - b. [Zebra ZXP Series 7 Card Printer](#)
  - c. [Entrust CD800 Card Printer](#)
  - d. [HID FARGO DTC4260e](#) – This is a link for 3 printers, any of which will work with our system

### Inventory Barcode Label Printers

1. The printer can be any Windows supported printer and be directly connected to the workstation or shared from the server
2. For a dedicated Inventory Barcode Label Maker, we recommend the [Zebra Printer Model ZD410](#), or [Model ZD411D](#), with Ethernet interface

### NS Smart Inventory Scanner

1. NS Smart inventory is compatible with iPhone, iPad, or Android device and requires a [ScanAvenger](#) Bluetooth Barcode scanner

### Event Ticketing Printer

1. To create an event or seating ticker from the Northstar application, a [BOCA](#) Ticket printer is required

## NS Access

The NS Access Box is Northstar's proprietary hardware that utilizes Linux OS. The device is preconfigured by Northstar and shipped to club's requirement to use it. Access Box has three primary operations:



### Scan

Access Box uses scanners such as RFID scanners, swipe devices, barcode scanner or keyboard entry. Input could basically come in through whichever channel; scanner scans it and pass on the value (card number) to Access Box. Consequently, Access Box goes in to its second operation, Validate.

### Validate

Scanned value (card number) is matched against the Northstar database – remote for online and local for offline. As a consequence of the validation, Access Box could perform either of the two operations: Grant or Deny Access

With Northstar, there is a single database table that hold card numbers for all entities. Following entities are currently supported (in online and offline mode):

- Members – Membership Card Number
- Guest/Visitors – Pass Number
- Vehicles – Tag Number or Decal

### Grant/Deny Access

If the validation process resulted in successful check-in, Access Box will send a signal to the gate via dry contact relay to close the circuit, which results in opening the door. If check-in is unsuccessful, then the gate will not open

# Recommended Hardware Readers Compatible with NS Box

**1. Weigand to USB Converter Dongle:**

This must be keyboard emulation only

[https://shop.txsystems.com/products/linkstream-wiegand-to-usb-interface-converter?\\_pos=1&\\_sid=4998c9ba0&\\_ss=r](https://shop.txsystems.com/products/linkstream-wiegand-to-usb-interface-converter?_pos=1&_sid=4998c9ba0&_ss=r)

**2. Zebra DS9208-SR Barcode Scanner Compatibility:**

This is used for omni-directional purpose; place on the wall or desktop for barcoded scanning purposes

[https://www.amazon.com/dp/B073SZQL6K/ref=cm\\_sw\\_r\\_wa\\_apip\\_knu2Ult479eQM](https://www.amazon.com/dp/B073SZQL6K/ref=cm_sw_r_wa_apip_knu2Ult479eQM)

**3. Keypad Reader Mullion Weigand Compatibility:**

Keypad readers are also compatible with NS box; allows users to scan or enter a code via keypad

<https://www.northshorecommercialdoor.com/mullion-hid-compatible-keypad-card-reader.html>

**4. HID MiniProx Reader 5365 Weigand Compatibility:**

This should also be 125kHz, and the best part number is 5365

<https://hidglobal.com/products/readers/hid-proximity/5365>

**5. HID Multiclass Reader SE RPK40 HID 921PTNNEK0003R Weigand Compatibility:**

This should also be 125kHz, and the best part number is HID 921PTNNEK0003R

<https://www.amazon.com/HID-921PTNNEK0003R-MultiCLASS-RPK40-Multi-Technology/dp/B00ECDDIN2>

**6. Nedap uPASS Reach Weigand Compatibility:**

This works for Ultra High Frequency for Vehicle decal tags for windscreen

<https://www.nedapidentification.com/products/upass/upass-reach/>

**7. Bai BA-440 Dual Beam Laser based Automatic Vehicle Identification System Reader Weigand Compatibility:**

This works for Ultra High Frequency Weigand Barcode reader

<https://laornamental.com/Store/BAI-BA-440-DualBeam-Barcode-Reader.html>

# Utilization

## Gatehouse Module

The NS Access Box is used by the Gatehouse and Front Desk modules within Northstar, as well as Security Patrol. It integrates seamlessly with the Northstar database; any activity from NS Access Box is fed to the Gatehouse module to provide a visual representation of successful or unsuccessful check-ins. The scanner attached to the Box scans entities (membership card, visitor's pass, or vehicle tag) and triggers the validation process. The Gatehouse module then logs and shows the check-in entry on the screen, notifying the attendant as to who checked in and whether it was successful.

## Room Reservations Module

Our Room Reservations Module, is designed to interface with third-party systems that provide locks and property management. Information logged into the third-party system will be picked up by the Room Reservations' system and displayed within Northstar. Currently, the only confirmed system to work seamlessly with our Room Reservations Module is the [Saflok System 6000](#).

## Recommended Scanners

Number Pad	Promag Model #PCR330M
ID Scanner	ID Wedge Pro M280 (Driver License Scanner)
Direct Document Scanner	Fujitsu Scansnap iX 1500
Swipe	Any keyboard emulation swipe
RFID Scanner	HID Miniprox
	HID Model # 910PTNNEK00000 (MHz reading)
	Syris RD200-M-IG Mifare Dektop USB Reader
Barcode Scanner	ScanAvenger 2D Bluetooth Barcode Scanner
	Motorola DS9208
	Zebra TC200j-10C112US, TC210K-01A422-NA
Supported Weigand Formats	26 bit and 37 bits
Electronic Door Lock	Saflok System 6000

# Integrated ACH/EFT Payments

## PCI & PA-DSS Compliance

In accordance with Payment Card Industry Data Security Standards (PCI-DSS Compliance) and Payment Application Data Security Compliance, Northstar is an "Out-of-Scope" software application, including Point-of-Sale, which does not store, process or transmit any cardholder data.

To accept credit cards within the application, Northstar offers third-party, fully integrated and PCI compliant payment processing solutions. Our preferred merchant service providers use end-to-end encrypted cards data transmission and tokenization for the storage of cardholder data in a reoccurring or future-use payment environment.

### Helpful Links:

[PCI DSS Quick Reference Guide](#)

[Payment Application Data Security Standard \(PA-DSS\)](#)

[Guidance for PCI DSS Scoping and Network Segmentation](#)



## Integrated Merchant Service Providers

To establish services, inquire about rates or purchase equipment (encrypted card readers, EMV terminals or mobile card readers), please contact the following third-party service provider below:

Region	Processors	Contact Info
US/Canada	<a href="#">GlobalPayments</a> (GP)	<b>Mark Buchanan - Sr. Strategic Partner Manager</b> Global Payments Integrated +1 919.335.0096 O +1 919.475.6004 C mark.buchanan@globalpay.com
	<a href="#">ETS/Elavon</a>	<b>J. Tyler Hohenberger – Relationship Manager</b> Phone: 1 (800) 834 – 7790 Email: jeffery.hohenberger@elavon.com Website: <a href="https://www.elavonpayments.com">https://www.elavonpayments.com</a>
	<a href="#">Shift4</a>	Phone: 1 (800) 265 – 5795 (USA) Website: <a href="https://www.shift4.com/">https://www.shift4.com/</a>
Australia New Zealand	<a href="#">Ezidebit</a> (Coming soon to New Zealand)	<b>Shane Thompson – Business Development Manager</b> Phone: 0429 – 614 – 739 Email: <a href="mailto:shane.thompson@ezidebit.com.au">shane.thompson@ezidebit.com.au</a> Website: <a href="https://www.ezidebit.com/en-au/sign-up">https://www.ezidebit.com/en-au/sign-up</a>
	<a href="#">eftpos</a>	Phone: 1300 – 650 – 831 Email: <a href="mailto:ems@eftposaustralia.com.au">ems@eftposaustralia.com.au</a> Website: <a href="https://www.eftposaustralia.com.au/contact-us">https://www.eftposaustralia.com.au/contact-us</a>
UK	<a href="#">SagePay</a>	<b>Neil Collier – Pre-sales/Implementation Technical Consultant</b> Phone: 0191 294 4342 <b>Darren Oliver– Enterprise Relationship Manager</b> Phone: 0191 294 3878   0796 758 1362 Email: <a href="mailto:darren.oliver@sage.com">darren.oliver@sage.com</a> <b>Adam Hickey</b> Email: <a href="mailto:adam.hickey@sage.com">adam.hickey@sage.com</a> <b>Rik Blacow</b> Email: <a href="mailto:rik.blacow@sage.com">rik.blacow@sage.com</a> <b>Des Odwyer</b> Email: <a href="mailto:des.odwyer@sage.com">des.odwyer@sage.com</a>
	<a href="#">GoCardless</a>	Phone: 020 8338 9537 Email: <a href="mailto:help@gocardless.com">help@gocardless.com</a> Website: <a href="https://gocardless.com/contact-sales/">https://gocardless.com/contact-sales/</a>

## Credit Card Processor Vendor Matrix by Module

Region	US			Canada	Australia		New Zealand		UK		Middle East	
Module	Open Edge	ETS	Shift 4	OpenEdge	EFTP OS	Ezidebit	Ezidebit	EFTP OS	GoCardless	Sage Pay	AFS	Benefit PG
ACH / Direct Debit												
AR	✓	✓	-	✓	-	✓	-	-	✓	-	-	-
NSConnect	✓	✓	-	✓	-	✓	-	-	✓	-	-	-
Credit Cards – Encrypted Swipe / Card-Not-Present												
AR	✓	✓	✓	✓	-	✓	-	-	-	✓	-	-
Banquets	✓	✓	-	✓	-	-	-	-	-	-	-	-
Events	✓	✓	-	✓	-	✓	-	-	-	-	-	-
F&B and Retail POS	✓	✓	✓	✓	✓	-	-	-	-	-	-	-
Rooms	✓	✓	-	✓	-	✓	-	-	-	-	-	-
Marina	✓	✓	-	✓	-	-	-	-	-	-	-	-
POA	✓	✓	-	✓	-	-	-	-	-	-	-	-
Connect - AR Payments	✓	✓	-	-	-	✓	-	-	-	✓	✓	✓
Connect - Shopping Cart	✓	✓	-	-	-	✓	-	-	-	✓	✓	✓
Connect - Membership E-App	-	✓	-	-	-	-	-	-	-	-	-	-
Connect - Membership Agreement	✓	✓	-	-	-	-	-	-	-	-	-	-
Connect - Room portlet	-	✓	-	-	-	-	-	-	-	-	-	-
Credit Cards – EMV / Card-Not-Present												
AR	✓	-	-	✓	-	-	-	-	-	-	-	-
Banquets	✓	-	-	✓	-	-	-	-	-	-	-	-
Events	✓	-	-	✓	-	-	-	-	-	-	-	-
F&B and Retail POS	✓	✓	-	✓	✓	-	-	✓	-	✓	-	-
Rooms	✓	-	-	✓	-	-	-	-	-	-	-	-
Marina	✓	-	-	✓	-	-	-	-	-	-	-	-
POA	✓	-	-	✓	-	-	-	-	-	-	-	-
Credit Card Decline Minimizer												
AR	✓	-	-	✓	-	-	-	-	-	-	-	-
Banquets	✓	-	-	✓	-	-	-	-	-	-	-	-
Events	✓	-	-	✓	-	-	-	-	-	-	-	-
F&B and Retail POS	✓	-	-	✓	-	-	-	-	-	-	-	-
Rooms	✓	-	-	✓	-	-	-	-	-	-	-	-
Marina	✓	-	-	✓	-	-	-	-	-	-	-	-
POA	✓	-	-	✓	-	-	-	-	-	-	-	-
Mobile Payments												
AR (Online Payments)	✓	✓	-	-	-	✓	-	-	-	✓	✓	✓
F&B and Retail POS	✓	X	-	✓	-	-	-	-	-	-	-	-

✓	Supported
X	Not Supported
-	Not Applicable

***\*Please note that a club's existing equipment may need to be updated to work with our system. To confirm and/or update equipment, please contact the merchant service provider.***

***\*\*Please be aware that NorthStar does not support new devices with ETS/Elavon. Should a club wish to use this service, they should check with our representatives***

# Timekeeping & Payroll

## Timekeeping Module

The Northstar Timekeeping Module is similar to many time-clock applications. It comes with tracking and accounting for employee hours, wages, and eligible commissions. The major difference for running timekeeping through Northstar vs. a separate time clock is that the employee "punch-in" is linked to the POS or can be set up onscreen where a POS is not required (i.e., golf maintenance/ground). Management can view who has checked in via the system in real time. In addition, they can assign an employee to specific departments and multiple time codes without duplicating staff management and department groupings. Furthermore, if payroll company is ever changes, Northstar will maintain all the historical data for the purpose of future forecasting and reporting.

## Payroll Processing

Northstar allows clubs to use the payroll processing company of their choice. It is configured to support the majority of the industry providers import/export file formats. Depending on the vendor, this is set up as a sync or done manually through the system and once payroll is cleared, the totals are imported back to Northstar and posted to the General Ledger. With this data, the club can run reports without the Financial Report Designer that will illustrate trends, variance, and compare to previous years budgets.

The list below contains the current list of payroll vendors supported by Northstar:

1. [ADP](#)
2. [CBIZ, Inc.](#)
3. [EasyPay](#)
4. [Gatekeeper](#)
5. [Paycom](#)
6. [Payday](#)
7. [Paylocity](#)
8. [Payroll Pro](#)
9. [RMS](#)



## Hardware Configuration Summary

Hardware technicians are requested to complete this summary & workstations worksheet and email it back to [pm@globalnorthstar.com](mailto:pm@globalnorthstar.com) or via fax to Northstar Technologies, Inc. at (760) 454 – 7470. In case of any questions, please contact Implementation Specialist assigned to the club or Northstar Support at (678) 389 – 4300 x 1.

Club Name	
Technician Name	
Technician Company	
Phone #	
Email	
Date	
External (static) IP address for NS Server	
Administrator login (ID/Password)	
Brand, Model and Configuration of NS Server	
Please identify the type of cabling used	
Any other hardware or configuration we should know about?	

## Workstation Worksheet

Below is a sample list of workstations. Please add/remove as needed.

Terminal/PC/Station	Operating System	RAM	Processor	Printer	Model	IP
Back Office						
Accounting						
Communications						
Club Manager						
Banquets & Catering						
Events						
POS						
Retail POS 1 – Golf						
Retail POS 2 – Golf						
Retail – Golf Back Office						
Retail POS 1 – Tennis						
Retail – Tennis Back Office						
Fitness – Front Desk						
Fitness – Back Office						
F&B POS Station 1						
F&B POS Station 2						
F&B POS Station 3						
F&B POS Station 4						
F&B POS Station 5						
F&B POS Station 6						
F&B POS Station 7						
F&B POS Station 8						
F&B POS Station 9						
F&B POS Station 10						
F&B – Back Office						
Kitchen – EXPO						
Kitchen – HOT						
Kitchen – COLD						
Kitchen – DESSERT						
Other:						
Other:						
Other:						

## Appendix A

When Northstar was looking for an ESS (Endpoint Security Software) we found Bitdefender to be the best for our needs. An ESS is a combination of antivirus and antimalware software. Bitdefender can scan Connect binaries without increasing payload or causing slow-downs within the system. It supplies us with real-time scanning to identify and eliminate any possible incoming threats. On their end, Bitdefender is constantly investigating and identifying new threats (they find about 400 threats every minute).

GravityZone is designed to protect organizations of any size from threats; whether they be from Endpoints, within Networks, in the Cloud, or just from Human Error. It identifies and protects organizations from threats while providing full visibility and insights on the risk exposure. GravityZone also gives users access to tools that enhance security posture.

For more information on Bitdefender ESS please visit  
<https://www.bitdefender.com/oem/endpoint-protection/>

For more information on GravityZone by Bitdefender please visit  
<https://www.bitdefender.com/business/>

# Tab 4



# LIABILITY WAIVER / MEMBERSHIP DATABASE RESET COST

The River Club has three different membership databases:

- 1) **EZ Suite** (Main profile database + POS system + Accounting system. These are different modules within the same application)
- 2) **Club Essentials** (Website reservation system. While not a part of EZ Suite, Club Essentials does update periodically to keep the records consistent. Some of the features and functionality do not update)
- 3) **Keri Server:** Access Card Database. Info must be manually entered. No automatic connection to our other databases. Single License, meaning only one employee can access this database at a time.
  - a. Accessed by remote connection to a computer stored in the Venetian River Club offices (currently in the Member Services office)

Note: The CDD also uses the Keri Server to keep a database of RFID stickers for guard gate access, but this membership database is separate. The River Club (amenities managed by Vesta) does not have access to it.

## Card Printing Process:

The cards themselves are printed using a card printer located in our lobby. The program used to create the cards is Asure ID. Only one card can be printed at a time as each new member has to have their photo and member ID entered manually into the program.

To make a replacement card for an existing member, an employee follows these steps:

- 1) We open the EZ Suite database and the photo/member number from the system to enter into the Asure ID program. This requires the employee to know how to use EZ suite and be able to take a screenshot to upload to the card printing program. If the photo is missing or too out-of-date to use, the employee either takes a photo and emails it to the reception desk, or requests that the member send in a new photo to [reception@venetianriverclub.com](mailto:reception@venetianriverclub.com). (10 minutes)
- 2) Once the card is printed, the employee opens the remote desktop where the Keri Server is stored and enters the relevant passwords. They can then search for the existing member, delete the lost/stolen card number and enter the replacement number. If we reset the database and start over, these profiles will need to be created again. The number added is not the river club member number, it's the series located on the back of the card. Once the card number is uploaded, we ensure that the expiration date is set appropriately. Then the employee opens the "access rights" tab to select the appropriate permissions. (10 minutes)

- 3) Then the employee returns to EZ suite, uploads the card number to the membership database to be stored. **(2.5 minutes)**
- 4) Once that process is completed, they'll open the POS system to charge the card to the membership account. If the card is broken or stolen, the employee selects the "complimentary" option and the resident will not be charged. Otherwise cards are \$15.00 each. **(5 minutes)**
- 5) Before giving the access card to the resident, the employee makes sure resident completes the access card request form, signs our liability waiver and the POS System receipt. **(2.5 minutes)**
- 6) Once signed, the liability waiver must be scanned. Then it is uploaded to EZ Suite membership system and the server for permanent digital storage. Physical copies are stored on-site. **(5 minutes)**

\*Note: Cards must be tested to make sure the steps were properly followed.

This process takes our new receptionist at least 40 minutes per card. With a lot of experience with our system, an employee can accomplish this task in about 25 minutes.

If the member is new, or their profile can't be found, the employee must first create the membership profile in EZ Suite. This adds an additional 25 minutes to the total time required to create a card.

This is a time-consuming process. The program is not intuitive, so it takes several tutorials to teach a new person this system. Unless someone is very adept with computers, it takes time to learn. Our new receptionist has been here for several months and is finally catching on.

With 1377 homes in our community, the total material cost for 2 cards / home: \$7,298.10. (This does not count the tenants)

1377	Total Homes
2	Owners / Home (Estimate)
2754	Total Cards

#### DIRECT COSTS:

\$2.35	ID Cost
\$0.30	Ink Cost
\$2.65	Total Material Cost

Assuming no membership profiles need to be created, here is the cost to reprint the cards:

40	Minute	Time to create each card
1,836.00	Hours	To Reprint Every Card & Reset Database
\$20.00	Labor	Cost / Hour
\$32,130.00	Total	Labor Cost to Reprint Every Card

\$7,298.10	Direct Cost to Reprint
\$36,720.00	Labor Cost to Reprint
<b>\$ 44,018.10</b>	<b>Total Cost to Reprint</b>

### Cost to Reset Database & Hold Liability Waiver Drive

If we wipe our membership database and start over, the employee tasked with reactivating them will have to do the following:

- 1) Have members sign liability waiver. Scan and upload waiver to EZ suite and the office server for permanent storage. **(5 minutes)**
- 2) Open Keri server using relevant passwords. Create **new** profile in Keri server. Record number on the member's card. Give user appropriate access and set expiration dates. Staff will need to communicate to the members that they must have their card present for this process. A new profile must be created for each family member and each guest pass. **(12.5 minutes** assuming residents follow instructions and bring the physical cards to us).
- 3) Then the employee returns to EZ suite, uploads the card number to the membership database to be stored. **(2.5 minutes)**

20	Minute	Time To Recreate Each Profile + Upload Liability Waiver
918	Hours	To Recreate Database
\$20.00	Labor	Cost / Hour
<b>\$18,360.00</b>	Total	Labor Cost to Reset Database

### Cost for Virtual Compliance

The simplest solution is to send out an e-blast with digital version of the waiver and ask residents to fill it out (or come to the office to do so). Management will set a deadline for compliance and create a new access category called "Resident Access with Signed Waiver."

As employee receives signed waivers, they'll complete the following steps:

- 1) Upload waiver to EZ Suite + Office Server for permanent storage **(5 minutes)**
- 2) Open Keri server, find user profile. Select "Resident Access with Signed Waiver." **(2 minutes)**

Once the deadline passes, management will delete the original "Resident Access" category. This will prevent residents who don't have the "signed waiver" category selected from entering through the pool and fitness gates. Those users will have to come to the front desk to sign the waiver before being granted access.

7	Minutes	Time To Recreate Each Profile + Upload Liability Waiver
321.3	Hours	For Voluntary Compliance
\$20.00	Labor	Cost / Hour
<b>\$6,426.00</b>	Total	Labor Cost for Voluntary Compliance

# Tab 5

**Venetian Community Development District**

**ANNUAL FINANCIAL REPORT**

**September 30, 2022**

**Venetian Community Development District**

**ANNUAL FINANCIAL REPORT**

**September 30, 2022**

**TABLE OF CONTENTS**

	<u>Page Number</u>
REPORT OF INDEPENDENT AUDITORS	1-3
MANAGEMENT'S DISCUSSION AND ANALYSIS	4-9
BASIC FINANCIAL STATEMENTS:	
Government-wide Financial Statements:	
Statement of Net Position	10
Statement of Activities	11
Fund Financial Statements:	
Balance Sheet – Governmental Funds	12
Reconciliation of Total Governmental Fund Balances to Net Position of Governmental Activities	13
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	14
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	15
Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund	16
Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – Special Revenue Fund	17
Notes to Financial Statements	18-29
INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS	30-31
MANAGEMENT LETTER	32-34
INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES	35



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## REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors  
Venetian Community Development District  
Venice, Florida

### Report on Audit of the Financial Statements

#### *Opinion*

We have audited the financial statements of the governmental activities and each major fund of Venetian Community Development District (the "District"), as of and for the year ended September 30, 2022, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Venetian Community Development District as of September 30, 2022, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



To the Board of Supervisors  
Venetian Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

### ***Auditor's Responsibility for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.





To the Board of Supervisors  
Venetian Community Development District

***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report dated November 14, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Venetian Community Development District's internal control over financial reporting and compliance.

*Berger Toombs Elam  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

November 14, 2023

**Venetian Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2022**

Management's discussion and analysis of Venetian Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment, public safety, transportation, culture/recreation and debt service.

*Fund financial statements* present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Venetian Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2022**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

*Fund financial statements* include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities or functions provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements*.

*Notes to financial statements* provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

**Financial Highlights**

The following are the highlights of financial activity for the year ended September 30, 2022.

- ◆ The District's total assets and deferred outflows of resources exceeded total liabilities by \$5,871,643 (net position). Net investment in capital assets for the District was \$3,092,062. Restricted net position was \$1,154,893 and unrestricted net position was \$1,624,688.
- ◆ Governmental activities revenues totaled \$6,235,307 while governmental activities expenses totaled \$5,398,080.

**Venetian Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2022**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District**

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

**Net Position**

	<b>Governmental Activities</b>	
	<b>2022</b>	<b>2021</b>
Current assets	\$ 2,602,601	\$ 2,330,430
Restricted assets	547,682	1,683,397
Capital assets	15,327,591	15,947,641
Total Assets	<u>18,477,874</u>	<u>19,961,468</u>
Deferred outflows of resources	<u>797,780</u>	<u>175,899</u>
Current liabilities	1,046,031	1,235,617
Non-current liabilities	12,357,980	13,867,334
Total Liabilities	<u>13,404,011</u>	<u>15,102,951</u>
Net Position		
Net investment in capital assets	3,092,062	2,562,205
Restricted	1,154,893	1,209,219
Unrestricted	1,624,688	1,262,992
Total Net Position	<u>\$ 5,871,643</u>	<u>\$ 5,034,416</u>

The increase in current assets is related to the increase in cash in the current year.

The reduction in restricted assets and the increase in deferred outflows of resources is primarily related to the bond refinancing in the current year.

The reduction in capital assets is related to depreciation in the current year.

The decrease in non-current liabilities is related to the bond refunding in the current year.

**Venetian Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2022**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District (Continued)**

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

**Change In Net Position**

	<b>Governmental Activities</b>	
	<b>2022</b>	<b>2021</b>
Program Revenues		
Special assessments	\$ 5,348,170	\$ 5,225,998
Charges for services	774,127	622,166
General Revenues		
Miscellaneous revenues	106,727	1,063
Investment earnings	6,283	347
Total Revenues	<u>6,235,307</u>	<u>5,849,574</u>
Expenses		
General government	298,394	270,719
Physical environment	1,462,818	1,535,629
Public safety	340,669	328,844
Transportation	12,192	17,108
Culture/recreation	2,914,455	2,467,682
Interest and other charges	369,552	865,375
Total Expenses	<u>5,398,080</u>	<u>5,485,357</u>
Change in Net Position	837,227	364,217
Net Position - Beginning of Year	<u>5,034,416</u>	<u>4,670,199</u>
Net Position - End of Year	<u>\$ 5,871,643</u>	<u>\$ 5,034,416</u>

The increase in culture/recreation is mainly related to the increase in salaries and benefits and reserve expenses in the current year.

**Venetian Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2022**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Capital Assets Activity**

The following schedule provides a summary of the District's capital assets as of September 30, 2022 and 2021:

	<b>Governmental Activities</b>	
	<b>2022</b>	<b>2021</b>
Land	\$ 6,452,957	\$ 6,452,957
Buildings and improvements	4,370,605	4,370,605
Infrastructure	13,154,022	13,154,022
Improvements other than buildings	85,409	85,409
Equipment	672,450	559,246
Less: accumulated depreciation	<u>(9,407,852)</u>	<u>(8,674,598)</u>
Governmental Activities Capital Assets	<u><u>\$ 15,327,591</u></u>	<u><u>\$ 15,947,641</u></u>

During the year depreciation was \$733,254, and \$113,204 was added to equipment.

**General Fund Budgetary Highlights**

The budgeted expenditures exceeded actual expenditures in the current year because reserve expenditures were less than anticipated.

The September 30, 2022 budget was not amended.

**Debt Management**

Governmental Activities debt includes the following:

- In May 2012, the District issued \$19,450,000 Series 2012 Capital Improvement Revenue and Refunding Bonds. These bonds were issued to refund the Series 2002 Capital Improvement Revenue Bonds and finance the cost of the 2012 Project. As of September 30, 2022, the balances outstanding for the Series 2012A-1 and 2012A-2 Bonds were paid off during the current year.
- In February 2022, the District issued \$14,109,460 Series 2022 Capital Improvement Revenue and Refunding Notes. These notes were issued to refund the Series 2012 Capital Improvement Revenue and Refunding Bonds. As of September 30, 2022, the balances outstanding for the Series 2022 Notes were \$13,144,460, respectively.

**Venetian Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2022**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Economic Factors and Next Year's Budget**

Venetian Community Development District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2023.

**Request for Information**

The financial report is designed to provide a general overview of Venetian Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Venetian Community Development District's Accounting Department at 3434 Colwell Avenue, Suite 200, Tampa, Florida, 33614.

**Venetian Community Development District**  
**STATEMENT OF NET POSITION**  
**September 30, 2022**

	<b>Governmental Activities</b>
<b>ASSETS</b>	
Current Assets	
Cash	\$ 2,068,509
Investments	402,286
Inventories	30,632
Prepaid expenses	46,747
Deposits	47,205
Cash restricted for deposits	7,222
Total Current Assets	<u>2,602,601</u>
Non-Current Assets	
Restricted Assets	
Investments	547,682
Capital Assets, Not Being Depreciated	
Land	6,452,957
Capital Assets, Being Depreciated	
Buildings and improvements	4,370,605
Infrastructure	13,154,022
Improvements other than buildings	85,409
Equipment	672,450
Less: accumulated depreciation	<u>(9,407,852)</u>
Total Non-Current Assets	<u>15,875,273</u>
Total Assets	<u>18,477,874</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Deferred amount on refunding, net	<u>797,780</u>
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable and accrued expenses	171,627
Notes payable	786,480
Deposits payable from restricted assets	7,222
Accrued interest	80,702
Total Current Liabilities	<u>1,046,031</u>
Non-Current Liabilities	
Notes payable	<u>12,357,980</u>
Total Liabilities	<u>13,404,011</u>
<b>NET POSITION</b>	
Net investment in capital assets	3,092,062
Restricted for special revenues	799,064
Restricted for debt service	355,829
Unrestricted	1,624,688
Total Net Position	<u>\$ 5,871,643</u>

See accompanying notes to financial statements.



**Venetian Community Development District**  
**STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2022**

<b>Functions/Programs</b>	<b>Expenses</b>	<b>Program Revenues Charges for Services</b>	<b>Net (Expenses) Revenues and Changes in Net Position Governmental Activities</b>
Governmental Activities			
General government	\$ (298,394)	\$ 334,985	\$ 36,591
Physical environment	(1,462,818)	1,028,018	(434,800)
Public safety	(340,669)	382,445	41,776
Transportation	(12,192)	13,687	1,495
Culture/recreation	(2,914,455)	2,879,309	(35,146)
Interest and other charges	(369,552)	1,483,853	1,114,301
Total Governmental Activities	<u>\$ (5,398,080)</u>	<u>\$ 6,122,297</u>	<u>724,217</u>
<b>General Revenues</b>			
Investment income			6,283
Miscellaneous			106,727
Total General Revenues			<u>113,010</u>
Changes in Net Position			837,227
Net Position - Beginning of Year			<u>5,034,416</u>
Net Position - End of Year			<u>\$ 5,871,643</u>

See accompanying notes to financial statements.

**Venetian Community Development District**  
**BALANCE SHEET -**  
**GOVERNMENTAL FUNDS**  
**September 30, 2022**

	General	Special Revenue	Debt Service	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 1,059,793	\$ 1,015,938	\$ -	\$ 2,075,731
Investments	111,791	290,495	-	402,286
Due from other funds	47,700	-	-	47,700
Inventories	-	30,632	-	30,632
Prepaid expenses	17,502	29,245	-	46,747
Deposits	22,729	24,476	-	47,205
Restricted assets				
Investments, at fair value	-	-	547,682	547,682
<b>Total Assets</b>	<b>\$ 1,259,515</b>	<b>\$ 1,390,786</b>	<b>\$ 547,682</b>	<b>\$ 3,197,983</b>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>LIABILITIES</b>				
Accounts payable and accrued expenses	\$ 72,850	\$ 92,921	\$ -	\$ 165,771
Deposits payable	-	7,222	-	7,222
Due to other funds	-	47,700	-	47,700
Other current liabilities	-	5,856	-	5,856
<b>Total Liabilities</b>	<b>72,850</b>	<b>153,699</b>	<b>-</b>	<b>226,549</b>
<b>FUND BALANCES</b>				
Nonspendable:				
Prepaid expenses	17,502	29,245	-	46,747
Deposits	22,729	24,476	-	47,205
Inventories	-	30,632	-	30,632
Restricted:				
Special revenue	-	714,711	-	714,711
Debt service	-	-	547,682	547,682
Assigned capital reserve	527,163	438,023	-	965,186
Unassigned	619,271	-	-	619,271
<b>Total Fund Balances</b>	<b>1,186,665</b>	<b>1,237,087</b>	<b>547,682</b>	<b>2,971,434</b>
<b>Total Liabilities and Fund Balances</b>	<b>\$ 1,259,515</b>	<b>\$ 1,390,786</b>	<b>\$ 547,682</b>	<b>\$ 3,197,983</b>

See accompanying notes to financial statements.

**Venetian Community Development District**  
**RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES**  
**TO NET POSITION OF GOVERNMENTAL ACTIVITIES**  
**September 30, 2022**

Total Governmental Fund Balances	\$ 2,971,434
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, not being depreciated, land, \$6,452,957, used in governmental activities are not current financial resources, and therefore, are not reported at the fund level.	6,452,957
Capital assets, being depreciated, buildings, \$4,370,605, equipment, \$672,450, infrastructure, \$13,154,022, and improvements other than buildings, \$85,409, net of accumulated depreciation, \$(9,407,852), used in governmental activities are not current financial resources, and therefore, are not reported at the fund level.	8,874,634
Deferred outflows of resources, deferred amount on refunding, net, are not current financial resources, and therefore, are not reported at the fund level.	797,780
Long-term liabilities, notes payable, are not due and payable in the current period, and therefore, are not reported in the funds.	(13,144,460)
Accrued interest expense for long-term debt is not a current financial use, and therefore, is not reported in the funds.	<u>(80,702)</u>
Net Position of Governmental Activities	<u><u>\$ 5,871,643</u></u>

See accompanying notes to financial statements.

**Venetian Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES - GOVERNMENTAL FUNDS**  
**For the Year Ended September 30, 2022**

	General	Special Revenue	Debt Service	Total Governmental Funds
Revenues				
Special assessments	\$ 2,006,786	\$ 1,857,531	\$ 1,483,853	\$ 5,348,170
Charges for services	-	774,127	-	774,127
Miscellaneous revenues	4,071	-	-	4,071
Investment income	1,689	2,751	1,843	6,283
Total Revenues	<u>2,012,546</u>	<u>2,634,409</u>	<u>1,485,696</u>	<u>6,132,651</u>
Expenditures				
Current				
General government	298,394	-	-	298,394
Physical environment	915,725	-	-	915,725
Public safety	340,669	-	-	340,669
Transportation	12,192	-	-	12,192
Culture/recreation	220,599	2,507,695	-	2,728,294
Capital outlay	11,500	101,704	-	113,204
Debt service				
Principal	-	-	15,715,000	15,715,000
Interest	-	-	907,392	907,392
Other	-	-	108,475	108,475
Total Expenditures	<u>1,799,079</u>	<u>2,609,399</u>	<u>16,730,867</u>	<u>21,139,345</u>
Excess of revenues over expenditures	213,467	25,010	(15,245,171)	(15,006,694)
Other Financing Sources/(Uses)				
Transfers in	4	-	-	4
Transfers out	-	-	(4)	(4)
Insurance proceeds	2,656	-	-	2,656
Settlement proceeds	100,000	-	-	100,000
Issuance of long-term debt	-	-	14,109,460	14,109,460
Total Other Financing Sources/(Uses)	<u>102,660</u>	<u>-</u>	<u>14,109,456</u>	<u>14,212,116</u>
Net Change in Fund Balances	316,127	25,010	(1,135,715)	(794,578)
Fund Balances - Beginning of Year	<u>870,538</u>	<u>1,212,077</u>	<u>1,683,397</u>	<u>3,766,012</u>
Fund Balances - End of Year	<u>\$ 1,186,665</u>	<u>\$ 1,237,087</u>	<u>\$ 547,682</u>	<u>\$ 2,971,434</u>

See accompanying notes to financial statements.

**Venetian Community Development District**  
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS**  
**TO THE STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2022**

Net Change in Fund Balances - Total Governmental Funds	\$	(794,578)
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Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount that depreciation, \$(733,254), exceeded capital outlay, \$113,204, in the current period.		(620,050)
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The deferred amount on refunding is amortized as interest over the life of the new debt.		(27,158)
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The issuance of long-term debt is recorded as an other financing source at the fund level, however, at the government-wide level it increases liabilities.		(14,109,460)
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The deferred amount on refunding associated with the issuance of new long-term debt is recognized as other debt service costs at the fund level. At the government-wide level these costs are capitalized and amortized over the life of the bonds.		649,039
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Repayments of bond principal are expenditures in the governmental funds, but the repayment reduces long-term liabilities at the government-wide level.		15,715,000
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Bond discounts on long term debt are reported as an other financing use at the fund level, however, they are netted against long term debt and amortized over the life of the bond at the government-wide level as interest. This is the current year interest.		(237,666)
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In the Statement of Activities, interest is accrued on outstanding bonds; whereas at the governmental funds level, interest expenditures are reported when due. This is the change in accrued interest in the current period.		262,100
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Change in Net Position of Governmental Activities	\$	837,227
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See accompanying notes to financial statements.

**Venetian Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND**  
**For the Year Ended September 30, 2022**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance with Final Budget Positive (Negative)</b>
Revenues				
Special assessments	\$ 1,974,262	\$ 1,974,262	\$ 2,006,786	\$ 32,524
Miscellaneous revenues	500	500	4,071	3,571
Investment income	-	-	1,689	1,689
Total Revenues	<u>1,974,762</u>	<u>1,974,762</u>	<u>2,012,546</u>	<u>37,784</u>
Expenditures				
Current				
General government	291,149	291,149	298,394	(7,245)
Physical environment	938,140	938,140	915,725	22,415
Public safety	333,600	333,600	340,669	(7,069)
Transportation	22,590	22,590	12,192	10,398
Culture/recreation	389,283	389,283	220,599	168,684
Capital outlay	-	-	11,500	(11,500)
Total Expenditures	<u>1,974,762</u>	<u>1,974,762</u>	<u>1,799,079</u>	<u>175,683</u>
Revenues over/(under) Expenditures	-	-	213,467	213,467
Other Financing Sources/(Uses)				
Transfers in	-	-	4	4
Insurance proceeds	-	-	2,656	2,656
Settlement proceeds	-	-	100,000	100,000
Total Other Financing Sources/(Uses)	<u>-</u>	<u>-</u>	<u>102,660</u>	<u>102,660</u>
Net Change in Fund Balances	-	-	316,127	316,127
Fund Balances - Beginning of Year	<u>-</u>	<u>-</u>	<u>870,538</u>	<u>870,538</u>
Fund Balances - End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,186,665</u>	<u>\$ 1,186,665</u>

See accompanying notes to financial statements.

**Venetian Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL - SPECIAL REVENUE FUND**  
**For the Year Ended September 30, 2022**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance with Final Budget Positive (Negative)</b>
Revenues				
Special assessments	\$ 1,835,524	\$ 1,835,524	\$ 1,857,531	\$ 22,007
Charges for services	740,000	740,000	774,127	34,127
Investment income	-	-	2,751	2,751
Total Revenues	<u>2,575,524</u>	<u>2,575,524</u>	<u>2,634,409</u>	<u>58,885</u>
Expenditures				
Current				
Culture/recreation	2,575,524	2,575,524	2,507,695	67,829
Capital outlay	-	-	101,704	(101,704)
Total Expenditures	<u>2,575,524</u>	<u>2,575,524</u>	<u>2,609,399</u>	<u>(33,875)</u>
Net Change in Fund Balances	-	-	25,010	25,010
Fund Balances - Beginning of Year	-	-	1,212,077	1,212,077
Fund Balances - End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,237,087</u>	<u>\$ 1,237,087</u>

See accompanying notes to financial statements.

**Venetian Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

**1. Reporting Entity**

The District was established on August 27, 2002, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by the City of Venice Ordinance #2002-32 as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Venetian Community Development District. The District is governed by a five-member Board of Supervisors who are elected on an at large basis by landowners within the District. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Venetian Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth by the Governmental Accounting Standards Board, the District has identified no component units.

**2. Measurement Focus and Basis of Accounting**

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements



**Venetian Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**a. Government-wide Financial Statements**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and interest. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

**b. Fund Financial Statements**

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

**Venetian Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds**

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

**Nonspendable Fund Balance** – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

**Restricted Fund Balance** – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

**Assigned Fund Balance** – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

**Unassigned Fund Balance** – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

**Fund Balance Spending Hierarchy** – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

**Venetian Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds (Continued)**

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter, to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

**3. Basis of Presentation**

**a. Governmental Major Funds**

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

**Venetian Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**3. Basis of Presentation (Continued)**

**a. Governmental Major Funds (Continued)**

Special Revenue Fund – The Special Revenue Fund accounts for the operation of the River Club.

Debt Service Fund – Accounts for debt service requirements to retire the special assessment bonds which were used to finance the construction of District infrastructure improvements. The bonds are secured by a first lien on and pledge of the Special Assessment Revenues and pledged Funds.

**b. Non-current Governmental Assets/Liabilities**

GASB Statement 34 requires that non-current governmental assets, such as land and improvements, and non-current governmental liabilities, such as general obligation bonds and due to developer be reported in the governmental activities column in the government-wide Statement of Net Position.

**4. Assets, Deferred Outflows of Resources, Liabilities, and Net Position or Equity**

**a. Cash and Investments**

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

**Venetian Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**4. Assets, Deferred Outflows of Resources Liabilities, and Net Position or Equity (Continued)**

**a. Cash and Investments (Continued)**

Cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

**b. Restricted Net Position**

Certain net position of the District is classified as restricted on the statement of net position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

**c. Capital Assets**

Capital assets, which include land, buildings, infrastructure, improvements other than buildings, equipment and construction in progress, are reported in the governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets range from 5 to 30 years.

Buildings	10-30 years
Infrastructure	5-30 years
Improvements other than buildings	10-20 years
Equipment	3-7 years

**d. Inventories**

Inventories are recorded at the lower of cost or market using the first-in-first-out basis and recognized as expenses as they are consumed.

**Venetian Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**4. Assets, Deferred Outflows of Resources Liabilities, and Net Position or Equity (Continued)**

**e. Unamortized Bond Discount**

Bond discounts are presented on the government-wide financial statements. The costs are amortized over the life of the bonds using the straight line method of accounting. For financial reporting, the unamortized bond discount is netted against the applicable long-term debt.

**f. Deferred Outflows of Resources**

Deferred outflows of resources represent a consumption of net position/fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District only has one item that qualifies for reporting in this category. It is the deferred amount on refunding reported on the Statement of Net Position. A deferred amount on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

**g. Budgets**

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

**NOTE B – CASH AND INVESTMENTS**

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

**Custodial Credit Risk – Deposits**

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk; however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2022, the District's bank balance was \$1,814,533 and the carrying value was \$2,075,731. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

**Venetian Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE B – CASH AND INVESTMENTS (CONTINUED)**

Investments

As of September 30, 2022, the District had the following investments and maturities:

<u>Description</u>	<u>Maturities</u>	<u>Fair Value</u>
First American Government Obligations Fund	18 Days*	\$ 547,682
Fidelity Government Money Market	16 Days*	402,286
Total		<u>\$ 949,968</u>

\*Maturity is a Weighted Maturity Average

The District categorizes its fair value measurement within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most realizable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtained quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investments listed above are Level 1 assets.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments in money markets and government loans are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2022, the District's investments in First American Government Obligations Fund and Fidelity Government Money Market were rated AAAM by Standard & Poor's.

**Venetian Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE B – CASH AND INVESTMENTS (CONTINUED)**

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in First American Government Obligations Fund represent 58% and the investments in Fidelity Government Money Market represent 42% of District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2022 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

**NOTE C – CAPITAL ASSETS**

Capital asset activity for the year ended September 30, 2022 was as follows:

	Balance October 1, 2021	Additions	Disposals	Balance September 30, 2022
<b><u>Governmental Activities:</u></b>				
Capital assets, not being depreciated				
Land	\$ 6,452,957	\$ -	\$ -	\$ 6,452,957
Capital assets, being depreciated:				
Buildings	4,370,605	-	-	4,370,605
Infrastructure	13,154,022	-	-	13,154,022
Improvements other than buildings	85,409	-	-	85,409
Equipment	559,246	113,204	-	672,450
Total Capital Assets, Being Depreciated	18,169,282	113,204	-	18,282,486
Less accumulated depreciation for:				
Buildings	(1,360,204)	(145,687)	-	(1,505,891)
Infrastructure	(6,869,666)	(543,677)	-	(7,413,343)
Improvements other than buildings	(21,197)	(3,416)	-	(24,613)
Equipment	(423,531)	(40,474)	-	(464,005)
Total Accumulated Depreciation	(8,674,598)	(733,254)	-	(9,407,852)
Total Capital Assets Depreciated, Net	9,494,684	(620,050)	-	8,874,634
Governmental Activities Capital Assets, net	\$ 15,947,641	\$ (620,050)	\$ -	\$ 15,327,591

Current year depreciation of \$733,254 was charged to physical environment, \$547,093, and culture/recreation, \$186,161.



**Venetian Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE D – LONG-TERM DEBT**

Governmental Activities

The following is a summary of activity for long-term debt of the Governmental Activities for the year ended September 30, 2022:

Long-term debt at October 1, 2021	\$ 14,750,000
Issuance of refunding debt	14,109,460
Principal payments	<u>(15,715,000)</u>
Long-term debt at September 30, 2022	<u>\$ 13,144,460</u>

Long-term debt for Governmental Activities is comprised of the following:

**Capital Improvement Revenue Refunding Notes**

\$14,109,460 Series 2022 Capital Improvement Revenue and Refunding Notes are due in annual principal installments beginning May 2022 maturing May 2042. Interest at 2.40% is due May and November beginning May 2022. Current portion is \$786,480.

\$ 13,144,460

The annual requirements to amortize the principal and interest of debt outstanding as of September 30, 2022 are as follows:

Year Ending September 30,	Principal	Interest	Total
2023	\$ 786,480	\$ 315,467	\$ 1,101,947
2024	805,740	296,592	1,102,332
2025	821,830	277,254	1,099,084
2026	844,150	257,530	1,101,680
2027	865,160	237,270	1,102,430
2028-2032	4,675,410	863,770	5,539,180
2033-2037	2,830,150	333,511	3,163,661
2038-2042	1,515,540	111,103	1,626,643
Totals	<u>\$ 13,144,460</u>	<u>\$ 2,692,497</u>	<u>\$ 15,836,957</u>

**Venetian Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE D – LONG-TERM DEBT (CONTINUED)**

In February 2022, the District issued the Series 2022 Capital Improvement Revenue Refunding Bonds that resulted in a deferred amount on refunding of \$824,938. As a result of this transaction, the District decreased its aggregate debt payment by \$4,404,838 over the next 20 years and realized an economic gain of approximately \$2,368,236.

Significant Note Resolution Terms and Covenants

The Series 2022 Notes are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after May 1, 2022 at a redemption price equal to the principal amount of the Series 2022 Notes to be redeemed, together with accrued interest to the date of redemption. The Series 2022 Notes are subject to extraordinary mandatory redemption prior to maturity in whole on any date or in part on any Interest Payment Date, in the manner determined by the Note Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture established certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

Depository Funds

The note resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

Reserve Funds – The Series 2022 Reserve Account was funded from the proceeds of the Series 2022 Notes in an amount equal to 9.2 percent of the maximum annual debt service. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

The following is a schedule of required reserve balances as of September 30, 2022:

	<u>Reserve Balance</u>	<u>Reserve Requirement</u>
Capital Improvement Revenue Refunding Note, Series 2022	\$ 111,151	\$ 111,151

**Venetian Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE E – SPECIAL ASSESSMENT REVENUES**

Assessments are non-ad valorem assessments on benefited property within the District. Operating and Maintenance Assessments are based upon the adopted budget and levied annually at a public hearing by the District. Debt Service Assessments are levied when bonds are issued and collected annually. The District may collect assessments directly or utilize the uniform method of collections (Chapter 197.3632, Florida Statutes). Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are due and payable on November 1 or as soon as the assessment roll is certified and delivered to the Tax Collector. Per Section 197.162, Florida Statutes discounts are allowed for early payment at the rate of 4% in November, 3% in December, 2% in January, and 1% in February. Taxes paid in March are without discount.

Assessment levied for the 2021-2022 fiscal year were levied in October 2020.

**NOTE F – INTERFUND BALANCES**

Interfund balances at September 30, 2022, consisted of the following:

<u>Receivable Fund</u>	<u>Payable Fund</u>
General Fund	Special Revenue Fund
	\$ 47,700

Interfund balances at year end relate to the General Fund previously paying for the Special Revenue Fund renovations. The Special Revenue Fund pays \$83,336 each year until the General Fund is completely paid back.

**NOTE G – RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District had no settled claims that exceeded commercial insurance during the past three years.



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

## **INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Venetian Community Development District  
Venice, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Venetian Community Development District, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated November 14, 2023.

### **Report on Internal Control Over Financial Reporting**

In planning and performing our audit, we considered Venetian Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Venetian Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Venetian Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.



To the Board of Supervisors  
Venetian Community Development District

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Venetian Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

November 14, 2023



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

## MANAGEMENT LETTER

To the Board of Supervisors  
Venetian Community Development District  
Venice, Florida

### Report on the Financial Statements

We have audited the financial statements of the Venetian Community Development District as of and for the year ended September 30, 2022, and have issued our report thereon dated November 14, 2023.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated November 14, 2023, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings in the preceding annual financial audit report.

### Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Venetian Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Venetian Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.



Board of Supervisors  
Venetian Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Venetian Community Development District. It is management's responsibility to monitor the Venetian Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2022.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

**Specific Information**

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c) and Section 218.32(1)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Venetian Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation, defined as individuals or entities that receive 1099s, was paid in the last month of the District's fiscal year: 10
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, defined as entities or individuals that receive 1099s, whether paid or accrued, regardless of contingency: \$13,795
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2021, together with the total expenditures for such project: \$0
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was not amended.

As required by Section 218.39(3)(c) and Section 218.32(1)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Venetian Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District: General Fund \$1,222.21 - \$2,410.09, Special Revenue Fund, \$230.19 - \$281.21 and Debt Service Fund \$357.63 - \$1,031.43.
- 2) The amount of special assessments collected by or on behalf of the District: \$5,348,170.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds. Series 2022, \$13,144,460 matures in May, 2042.



Berger, Toombs, Elam,  
Gaines & Frank

Certified Public Accountants PL

Board of Supervisors  
Venetian Community Development District

### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we noted the following finding.

### **2022-01 Budget**

Observation: Actual expenditures exceeded appropriations in the Special Revenue Fund for the fiscal year ended September 30, 2022.

Recommendation: The District should amend the budget during the fiscal year or within statutory guidelines to ensure that all expenditures are properly budgeted.

Management Response: End of year budget will be amended going forward.

### **Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

November 14, 2023





**Berger, Toombs, Elam,  
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH  
SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors  
Venetian Community Development District  
Venice, Florida

We have examined Venetian Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2022. Management is responsible for Venetian Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Venetian Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Venetian Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Venetian Community Development District's compliance with the specified requirements.

In our opinion, Venetian Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2022.

*Berger Toombs Elam  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

November 14, 2023

# Tab 6



# QUOTE

Number AAAQ1549  
Date Nov 3, 2022

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

## Sold To

**Venetian Community Development D**  
Keith Livermore  
102 Pesaro Dr  
North Venice, Florida

## Bill To

Venetian Community Development  
Keith Livermore  
102 Pesaro Dr  
North Venice, Florida

## Your Sales Rep

**Paul Savage**  
9417059782  
paul@universalacc.com

**Phone**  
**Fax**

**Phone**  
**Fax**

Here is the quote you requested.

**Terms**

**P.O. Number**

**Ship Via**

Qty	Description	Unit Price	Ext. Price
	Rear Gate Access Project:	\$35,523.09	\$35,523.09
	Install New Operators and Access system for residents at back gate. Magnetic operators to be same as front (6 week lead time)		
	System will work with existing Keri access at front gate		
	Move 1 Swing gate operator to opisit side Setup automatic closure of rear swing gate at set time setup safety for gates to close.		
	All gates will not operate except for emergency vehicle		
	Setup will allow entry and exit at rear gate durring set hours		
	Additional to this part of the project we would like to plan for a median This curb/meadian to be provided by customer. We have alot an amount for something basic.		
	Materials:		
	(2) Magnetic Barrier arm operators		
	Base for operator		
	(2) Loop for safty close and loops		
	(2) Loop Detector and loops		
	Electrical setup for operator		
	AWID vehicle reader		
	Pole for Reader		
	Hid -long range card reade, rebuild 1 operator		
	2D Keri Panel		

Qty	Description	Unit Price	Ext. Price
-----	-------------	------------	------------

RM3 Keri

Outdoor Enclosure For Equipment/Move all Existimng to this enclosure

Install and Setup

2 Cameras For back gate and pole,cablng and setup

\$1,500.00

\$1,500.00

		<b>SubTotal</b>	\$37,023.09
		<b>Tax</b>	\$0.00
		<b>Shipping</b>	\$0.00
		<b>Total</b>	<b>\$37,023.09</b>

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

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

To accept this quote please sign and return:

***Thank you for your business!***

Signature

Date

Inside Property

Swing gate operator  
moved from front side

Swing gate operator  
original location

Swing gate exit side

Swing Gate Entrance Side

BARRIER ARMS LIGHTED

BARRIER ARMS LIGHTED

New Barrier Operator

New Barrier operator

Card Reader

AWID reader

# Tab 7



Proposal *from*

## Coastal Concrete Products, LLC

7742 Alico Rd.  
Fort Myers, FL 33912  
CGC#1519460

Tele (239)208-4079  
Fax (239)334-1399

---

**To: Venetian CDD**

**Phone:** 941-485-8500

**Fax:**

**Address:** 502 Veneto Blvd

**Job Name:** Venetian

**Attn:** Keith Livermore

**City, State, Zip Code:** N Venice, FL 34275

**Job Location:** N Venice

**Date of Plans:**

**Job Phone:**

**Date:** 1/3/2023

---

We hereby submit specifications and estimates for:

### HURRICANE IAN DAMAGE

Labor and material to repair 8' high precast concrete perimeter fence, stone look, #6130 color to include:

Reset four (4) posts and replace missing and damaged panels from 1 location and reset 1 post and replace damaged panels from a second location. Also includes 6 missing additional tops and 10 post caps.

\$7,100.00

Coastal Concrete will not be liable for underground utilities, irrigation lines, landscaping, sod or paved areas.

We propose hereby to furnish material and labor –complete in accordance with above specifications,  
For the sum of:

**Payment Terms:** Net 30 Days

**Sales Person:** Tim Winschel

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs to be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are full covered by Workmen's Compensation insurance.

Authorized signature \_\_\_\_\_tjw\_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within thirty days.

Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted . You are authorize to do the work as specified. Payment is due upon completion.

Signature \_\_\_\_\_

Date \_\_\_\_\_











# Tab 8

**MINUTES OF MEETING**

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

**VENETIAN  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Venetian Community Development District was held on **Monday, November 13, 2023 at 9:30 a.m.** held at the Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275.

Present and constituting a quorum were:

Richard Bracco	<b>Board Supervisor, Chairman</b>
Ernest Booker	<b>Board Supervisor, Vice Chairman</b>
Ken Smaha	<b>Board Supervisor, Assistant Secretary</b>
Jill Pozarek	<b>Board Supervisor, Assistant Secretary (via Teams)</b>
Cheryl Harmon Terrana	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Belinda Blandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Andy Cohen	<b>District Counsel – Persson, Cohen, Mooney, Fernandez &amp; Jackson, P.A.</b>
Rick Schappacher	<b>District Engineer, Schappacher Engineering</b>
Keith Livermore	<b>Field Manager, Rizzetta &amp; Company, Inc.</b>
Andrew Kail	<b>River Club General Manager</b>
Julie Cortina	<b>Vesta Property Services</b>
Representatives	<b>LMP</b>

Audience

**FIRST ORDER OF BUSINESS**

**Call to Order**

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

On a Motion by Mr. Bracco, seconded by Mr. Smaha, with all in favor, the Board Allowed for Ms. Pozarek to Participate and Vote Via Teams, for the Venetian Community Development District.

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

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

**THIRD ORDER OF BUSINESS**

**Public Comment**

48  
49 Ms. Blandon opened the floor to comments from the public.  
50

51 Mr. Goodman addressed the Board. He advised he sent out an email to the  
52 community a few weeks ago and would like a copy of that email added to the meeting  
53 minutes. Mr. Goodman advised the Board that he has surveyed the community regarding  
54 the River Club. He stated many advised they do not use the River Club due to food quality,  
55 price, or service. Mr. Goodman advised that he has heard complaints regarding smaller  
56 portions and staff speaking of drinks being made weaker. He stated there is no  
57 accountability or understanding of costs and no way to track the results.  
58

59 Mr. Foster addressed the Board and stated that he is interested in serving on the  
60 Dog Park Committee. Mr. Foster stated he does not own dogs and has served on other  
61 committees. He stated he is concerned regarding the location and parking for the Dog Park  
62 as he does not want to see parking in the narrow streets.  
63

64 Mr. Carr addressed the Board regarding several issues. He advised that in his  
65 opinion Tennis Rule #13 should be reinstated. Mr. Carr stated that he completed an  
66 unofficial survey of tennis players that use the courts. He stated that in his opinion many  
67 residents are getting blocked out of prime court time due to the suspension of this rule. Mr.  
68 Carr spoke to the Board regarding Mr. Booker. He advised that on October 9, 2023, Mr.  
69 Booker in his opinion, made remarks that were threatening and unprofessional. Mr. Carr is  
70 requesting that Mr. Booker resign from his role on the Racquet Sports Advisory Committee  
71 or the Board remove him immediately. Mr. Carr addressed the Board regarding the River  
72 Club Event on November 10<sup>th</sup>. He stated the event was mismanaged and had open seating,  
73 and he could not find seating for his party of eight. Mr. Carr stated it was an embarrassment  
74 to the River Club. Mr. Carr spoke regarding the sidewalks in the District. He stated that an  
75 acquaintance of his fell and he started taking notice of the sidewalks during his walks. He  
76 advised the sidewalks are shifting, uneven, cracked and have holes in them. He has  
77 requested the Board address this issue.  
78

79 Ms. Pirrotti addressed the Board regarding several items. She requested to see  
80 green lights around the top of the palms, like two years ago for the holidays. She advised  
81 that power washing the entrance to the River Club should be done as it is filthy. Ms. Pirrotti  
82 requested lighting to the entrance walkways to the River Club as it is dark in that area. She  
83 advised the landscaping bordering the River Club parking lot needs attention post Hurricane  
84 Ian. Ms. Pirrotti stated she heard the CDD was going to hire a company to power wash the  
85 sidewalks, she provided the name of a company. She advised the "welcome center" grounds  
86 need planting. Ms. Pirrotti stated the Board needed to reinstate weddings, conferences, and  
87 other parties, but hiring an outside company to make them profitable.  
88

89 Mr. Myer addressed the Board, and advised the pickleball courts look great. He  
90 stated that his neighbor told him the River Club was losing \$350,000 a year, now has heard  
91 it is \$580,000 a year. He advised the Board that it is their responsibility to do something  
92 about it. He advised the District needs to have a committee review and look at other clubs.  
93 Mr. Myer stated he heard the District may stop Pros from teaching in the morning. He  
94 advised this is when the Pros make their money.

95  
96 Ms. Schimberg addressed the Board regarding the Dog Park Committee. She  
97 advised the District just put in the pickleball courts and another expense is not needed. She  
98 stated the District needs to look at the River Club and fix the internal issues there first. Ms.  
99 Schimberg stated the River Club is a business and needs to be treated as one. She advised  
100 she was disappointed with the dress code at the River Club. Ms. Schimberg inquired to  
101 whether if the new tennis contract is going to be specific to what the District is expecting  
102 from the Pro.  
103

104 Ms. Appolonia advised the Board the final decision on reinstating Tennis Rule # 13  
105 is the Board's. She stated there is a lot of support for reinstating the rule. Ms. Appolonia  
106 advised she wanted to speak regarding the assessment now that she has received her tax  
107 bill. She stated the District's is twice the tax amount. She stated she has not seen how that  
108 money is going to be spent and she requested information on how that money will be spent.  
109

110 Mr. Thomaston advised the Board the POA has a monthly meeting and many of the  
111 items brought to their attention are issues for the District. He advised the streetlamps need  
112 to be cleaned and preventative maintenance completed. He advised there was complaint  
113 regarding the River Club. He advised the Board that he will be leaving the POA after seven  
114 years.  
115

116 Ms. DiGiovine addressed the Board regarding dog stations throughout the  
117 community. She advised that she has picked up other people's dog feces during her walk.  
118 She stated there should be dog stations at each entrance and possible other areas of the  
119 District. Ms. DiGiovine advised that she feels unsafe with the Laurel fence down. She has  
120 found trash on her side of the fence and seen men looking over the downed fence.  
121

122 Mr. DiGiovine addressed the Board regarding playing his piano at the River Club. He  
123 offered to put one of his baby grand pianos in the club and play for the River Club.  
124

125 Mr. Troy addressed the Board regarding the sales losses of the River Club. Mr. Troy  
126 stated the community should know how much the loss was and what is being done regarding  
127 it. He advised there is nothing mentioned in the budget regarding the loss and where it is  
128 coming from.  
129

130 Ms. Cautero spoke to the Board regarding the event on November 10<sup>th</sup> at the River  
131 Club. She stated this was the worst event she had ever attended except for the food. She  
132 stated that as the Chairperson of the Social and Dining Advisory Committee, she is  
133 ashamed.  
134

135 Ms. McCormack addressed the Board. She advised that she would like to know how  
136 long the District is going to give Vesta a chance to improve.  
137

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

#### **Presentation by Dana Investments**

139  
140 Mr. Dave Massa of Dana Investments advised the Board the update is from April to  
141 October 2023. He advised the rates have gone from historical lows to 15-year highs. Mr.

Massa advised the investments have been fruitful and the District can enjoy the high interest rates for a short time, as those rates will not be around for long. He stated the District has six different sub accounts which have provided an investment income of approximately \$50,000 and right now the portfolio is yielding 4.3% and is well diversified. He responded to questions from the Board regarding the investments.

## FIFTH ORDER OF BUSINESS

### Staff Reports

#### A. Field Manager

Mr. Livermore advised he has nothing to report at this time. Ms. Bandon asked if there were any questions. There were none.

#### B. District Engineer

Mr. Schappacher advised the pickleball fence is not complete as of this time; he explained it has been a challenge trying to get the fence vendor to complete the job. He advised there is a 10-foot section that is incomplete, and the sound panel has not arrived. Mr. Schappacher advised it would be three weeks to get the sound panel ordered; he requested the sound panel five weeks ago from the salesperson. He advised that pickleball regulation height nets will be put in this week.

Mr. Schappacher stated that he will complete his annual review of the District in December or January. He stated his biggest concern is the area of sidewalks in front of the golf course. He advised there are areas of the sidewalks that need to be replaced that have already been grinded down.

Mr. Schappacher answered questions from the Board regarding the Portofino paving contractor. He advised that the Portofino paving has not been completed and he has not heard back from the vendor. Mr. Schappacher answered questions regarding the pickleball costs. Mr. Schappacher responded to questions from the Board regarding the sidewalks. Ms. Pozarek inquired if residents can report the sidewalk concerns to the Field Manager. Mr. Schappacher encouraged the residents to report the sidewalk concerns so the sidewalks can be addressed. Ms. Terrana stated this could go into the newsletter requesting residents alert the Field Manager to the sidewalk concerns.

#### C. District Counsel

Mr. Cohen advised that Mr. Booker brought up an issue regarding the potential for Tennis Fees that needed to be addressed at the last meeting. He advised the Board that he has coordinated with the District management to place the advertising for a rule making hearing on December 11, 2023.

Mr. Cohen stated he prepared a letter regarding the District hurricane assessment. Mr. Bracco stated this letter needed to be sent to the community with an explanation. He advised that people are going to try to recoup the amount, the Board is not guaranteeing that will happen. Mr. Bracco advised this is the first step in this process. Mr. Bracco advised he was the one who asked for the letter, so the residents have an opportunity to reach out to their insurance companies for possible reimbursement from the insurance companies for the hurricane assessment. He advised that some

insurance policies have assessment coverage for hurricane loss. Mr. Bracco stated the insurance companies need this letter to process the claim. Mr. Cohen stated he advised in the letter the information regarding the hurricane assessment, that it is not a separate assessment and is part of the general fund. Board discussion ensued regarding the letter. Ms. Pozarek suggested sending the letter out using the POA list instead of the District email list as it is cleaner. The Board agreed to use the newsletter to help dispel rumors.

Mr. Cohen discussed motorized vehicles on District sidewalks. He advised that he did research the law regarding motorized vehicles, and Statute provides that a person may not drive any vehicle other than by human power upon a bicycle path or sidewalk or sidewalk area, except for certain exceptions such as a motorized wheelchair. The District can change the rule for their community if they meet certain criteria. Board discussion ensued. The Board decided they did not want to change the rules for motorized vehicles on District sidewalks.

D. River Club

Mr. Kail stated that he would like to address the items brought to the Board during audience comments. Mr. Kail advised that Friday night was overbooked, and it was an opportunity for the River Club staff to learn. He advised that Saturday night at the River Club was a success. Mr. Kail stated that most of the reviews for the food are positive but there are mixed reviews. He advised he is not sure where the weak drink reviews are coming from, the River Club uses line pour which is industry standard pour, (1.5 oz). Mr. Kail advised when he started with the River Club everything was too much; portions were lowered, prices were lowered. Mr. Kail advised that his team needs to do a better job of marketing.

Mr. Kail reviewed the Executive Summary with the Board. Mr. Kail responded to questions from the Board regarding the staff. Mr. Kail advised that it is the tip system that is preventing the River Club from hiring staff. He advised the staff does not receive their tips until they receive their pay. Mr. Kail stated the current system does not allow for staff having access to tips at the end of the night on a debit card. Board discussion ensued. The Social and Dining Advisory Committee is researching a POS that will allow this access. The Board wants a solution by the next meeting. Mr. Smaha advised the email sent out by a resident was full of misinformation. Board discussion ensued regarding the River Club revenues. Ms. Terrana stated that she can work on an article for the newsletter regarding what the financial numbers are and what the Board is doing to change them.

E. District Manager

Ms. Blandon provided an overview of the report from Florida Insurance Alliance. She advised safety items need to be addressed related to sprinklers, blocked exits, electrical outlets, proper storage of gas and propane. Ms. Blandon advised there was a recommendation to install safety sleeves over, elastic tubing if a band should break. She advised the AED Equipment needs an inspection log that must be completed. Ms. Blandon advised additional recommendations from Florida

Insurance Alliance included alligator signage, sidewalk repair, and a permanent basketball hoop.

Ms. Bandon provided an update on FEMA, the District has a new Program Delivery Manager, and the response is the same as before, the District is under review. She advised she is meeting with the new Program Delivery Manager on Wednesday morning via phone.

Ms. Bandon advised the next meeting of the Board of Supervisors is scheduled for Monday, December 11, 2023, at 9:30 a.m.

Ms. Bandon advised the Board a copy of the October 2023 3<sup>rd</sup> Quarter website audit was in the agenda for their review. She stated that it was a clean audit.

The Board took a brief recess at 11:06 a.m. and was back on the record at 11:16 a.m.

## **SIXTH ORDER OF BUSINESS**

### **Discussion and Consideration of Facilities Advisory Committee Recommendations: Pool Bar Storm/Security Roll Downs**

Ms. Bandon advised the Board that Ms. Pozarek is traveling and asked to move the discussion of the Pool Bar Storm/Security Roll Downs on the agenda. She stated that Jenson provided a quote for a manual pull down screen and Storm Smart would not provide a quote for the manual pull down screen as they did not make them. She advised that Storm Smart makes their own product for the electrical screen and have a lifetime warranty on the product. Ms. Pozarek advised that the Advisory Committee recommends the quote for the motorized hurricane screens from Storm Smart. Ms. Pozarek responded to questions from the Board. Board discussion ensued over payment before completion. Mr. Cohen offered to prepare an agreement which will state that final payment will be due upon completion.

On a Motion by Mr. Smaha, seconded by Mr. Booker, with all in favor, the Board Approved the Proposal by Storm Smart (\$20,104.75) Subject to Preparation of an Agreement by District Counsel, for the Venetian Community Development District.
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## **SEVENTH ORDER OF BUSINESS**

### **Consideration of Resolution 2024-02, Amending the Budget for Fiscal Year 2022/2023**

Ms. Bandon presented Resolution 2024-02, Amending the Budget for Fiscal Year 2022/2023. She advised that due to the hurricane expenditures and other items, the District is forecasted to be overbudget for both the General fund and the River Club fund. She advised there is one invoice pending at this time for signage for the General fund. Ms. Bandon asked if there are any questions regarding the resolution. There were none.



On a Motion by Mr. Bracco, seconded by Mr. Smaha, with all in favor, the Board Adopted Resolution 2024-02, Amending the Budget for Fiscal Year 2022/2023, for the Venetian Community Development District.

Ms. Blandon advised the Board there are email exchanges back and forth regarding a few reserve items for reimbursement. The District received a general ledger from Vesta on several items that have not been reimbursed. Ms. Blandon requested the Reserve Study Advisory Committee review the ledger as there may be items that may or may not be considered reserves. She stated the Reserve Study Advisory Committee should review the entire ledger and provide a recommendation for the Board, so the River Club can be reimbursed if need be.

#### **EIGHTH ORDER OF BUSINESS**

#### **Discussion and Consideration of River Club Moratorium on Private Events, Rental Guidelines, and Procedures**

Mr. Bracco stated the General Manager of River Club should have the authority to book events. He advised the Board should amend the moratorium, to bring business into the River Club. Mr. Bracco advised he feels the River Club needs to stay away from anything that is political or religious. Board discussion ensued regarding making a profit with private events. Ms. Pozarek requested what other venues are charging. Ms. Terrana stated that if the River Club is going to book weddings, then it should be only two Saturday's a month. The Board agreed the General Manager needs to track costs via a report.

On a Motion by Mr. Booker, seconded by Ms. Terrana, with all in favor, the Board Suspended the Moratorium as it Relates to Private Events Effective Immediately and gave General Manager the Authority to Book Appropriate Events, for the Venetian Community Development District.

#### **NINTH ORDER OF BUSINESS**

#### **Discussion and Consideration of Rescinding Addendum to Tennis Rule 18**

Mr. Booker provided an overview of rescinding the addendum to Tennis Rule 18. He advised the rule allowed outside residents to play tennis in league play. Mr. Booker stated it was not very successful. He advised the one person who applied and is in the league is grandfathered in. He stated that no additional people are allowed to join the league.

On a Motion by Mr. Booker, seconded by Mr. Bracco, with all in favor, the Board Rescinded the Addendum to Tennis Rule 18, for the Venetian Community Development District.

#### **TENTH ORDER OF BUSINESS**

#### **Discussion and Consideration of**

**Reregistration of RFID Stickers,  
Execution of Waivers, and Pool  
Access**

Mr. Bracco stated the District needs to get a handle on the use of facilities and card use. He advised that people who have moved from the community still have access due to the lack of the cards being updated. He stated the District needs to get a handle on who comes in the gate, who gets use of the pool and other amenities in the community. Board discussion ensued regarding reissuing RFID stickers, access cards and waivers. There was a question of how many RFID stickers were issued for vehicles. The General Manager advised that if the District needed to wipe the system of the RFID stickers, they should get a whole new system as many of the tag numbers are not in the system. Ms. Blandon recommended sending out a registration form and waiver, and then send out an email to the residents; if the forms are not received by the deadline any information not returned will be removed from the system. The Board decided to have the River Club General Manager review the options and report back to the Board at the next meeting with a plan.

**ELEVENTH ORDER OF BUSINESS**

**Appointment of Dog Park Advisory  
Committee**

Ms. Terrana advised that she plotted on a map where the different people who applied to the Advisory Committee live within the community and whether they had a dog. When multiple people lived in a circle, she picked the one who sent an email first. Board discussion ensued regarding the geographical placement of Advisory Committee members being fair to the community. If MC Olson does not have a dog, the Board will replace her with Dick Foster.

On a Motion by Mr. Bracco, seconded by Mr. Smaha, with all in favor, the Board Adopted the Dog Park Advisory Committee, for the Venetian Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Ratification of Metro Pumping Systems  
Expenditure for Motor # 1 Rebuild**

Ms. Blandon provided an overview of the Metro Pumping Systems Expenditure for Motor # 1 Rebuild. She asked if there were any questions, there were none.

On a Motion by Mr. Bracco, seconded by Ms. Terrana, with all in favor, the Board Ratified the Metro Pumping Systems Expenditure for Motor # 1 Rebuild (\$8,236.04), for the Venetian Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Discussion of Advisory Committee  
Membership Seats Expiring End of  
2023**

Ms. Pozarek advised the Board she is requesting to send notices out to the

community on available and open Advisory Committee seats. She stated the Board can fill the Advisory Committees at the December meeting, so they start the new year with a full complement. Board discussion ensued regarding Advisory Committee seats expiring.

**FOURTEENTH ORDER OF BUSINESS**                      **Discussion and Consideration of Mulch Installation Proposals**

Ms. Blandon presented the mulch installation proposals. Board discussion ensued.

On a Motion by Mr. Bracco, seconded by Mr. Smaha, with all in favor, the Board Approved the Mulch Installation Proposal from Distribution Direct, Inc for \$51,192.00, Subject to Preparation of a Contract by Counsel, for the Venetian Community Development District.

**FIFTEENTH ORDER OF BUSINESS**                      **Discussion and Consideration of Landscape Advisory Committee Recommendations of LMP to Complete Work on Veneto Blvd**

Ms. Terrana provided an overview of the Landscape Advisory Committee recommendations related to the LMP proposal to complete work on Veneto Blvd. She advised the money is coming from the hurricane assessment. Ms. Pozarek advised she would like to see the other bids. Ms. Terrana advised she will request other bids be redone and brought back to the Board in December.

**SIXTEENTH ORDER OF BUSINESS**                      **Discussion and Consideration of Landscape Advisory Committee Recommendations to Plant Podocarpus on Three Sides of Utility Boxes along Veneto**

Ms. Terrana provided an overview of the Landscape Advisory Committee recommendations to Plant Podocarpus on three Sides of Utility Boxes along Veneto.

On a Motion by Ms. Terrana, seconded by Mr. Bracco, with four in favor and one opposed, the Board Approved Landscape Advisory Committee Recommendation to Plant Podocarpus on Three Sides of Utility Boxes Along Veneto, for the Venetian Community Development District.

**SEVENTEENTH ORDER OF BUSINESS**                      **Discussion and Consideration of Landscape Advisory Committee Recommendations to Remove the Crepe Myrtle Trees in Front of the Guardhouse**

Ms. Terrana provided an overview of the Landscape Advisory Committee to remove the Crepe Myrtle trees in front of the guardhouse. Board discussion ensued regarding the

removal. The Board decided to leave the Crepe Myrtle trees where they are.

**EIGHTEENTH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors Meeting held on  
October 09, 2023**

Ms. Bandon presented the minutes of the Board of Supervisors meeting held on October 09, 2023, and asked if there were any questions, comments, or changes to the minutes other than the changes the District Engineer requested. There were none.

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 October 09, 2023, for the Venetian Community Development District.

**NINETEENTH ORDER OF BUSINESS**

**Ratification of the Operations and  
Maintenance Expenditures for the  
Month of September 2023**

Ms. Bandon advised the expenditures for the period of September 1-30, 2023, totaled \$133,268.40, she responded to questions from the Board.

On a Motion by Mr. Bracco, seconded by Mr. Smaha, with all in favor, the Board Ratified the Operations and Maintenance Expenditures for the Month of September 2023 (\$133,268.40), for the Venetian Community Development District.

**TWENTYTH ORDER OF BUSINESS**

**Consent Items**

Ms. Bandon advised the consent items consist of the Facilities Advisory Committee Minutes of September 5, 2023; Fitness and Pool Advisory Committee Minutes of September 20, 2023; Social and Dining Advisory Committee Minutes of September 13, 2023. The last consent item was removed as it was not approved, Social and Dining Advisory Committee Minutes of October 11, 2023, and will be moved to the December meeting if approved. She asked if there were any questions.

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

**TWENTY-FIRST ORDER OF BUSINESS**

**Supervisor Requests and Comments**

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

Mr. Booker stated he would like the Board to consider exploring an ad hoc committee for bocci ball. Board discussion ensued and agreed to give it some thought.

Mr. Booker advised there is an issue with Tennis Court #5 and major complaints related to it. He stated the issue is related to the time being given to the booking, there is

not enough time. Board discussion ensued stating that 72 hours should be the amount of time to reserve the court for the Pro and if not in use it can be used for others. During this conversation the contract regarding the tennis pro was discussed. Ms. Pozarek advised the Board should see the contract for the tennis pro as it is a large contract for the benefit of the community. Board discussion ensued over the boundaries of committees and Board members.

**TWENTY-SECOND ORDER OF BUSINESS    Adjournment**

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

On a Motion by Mr. Smaha, seconded by Ms. Pozarek, with all in favor, the Board adjourned the meeting at 12:50 p.m., for the Venetian Community Development District.

\_\_\_\_\_  
Secretary / Assistant Secretary

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

My fellow Venetian residents,

Apologies for the length of this email but there is much to share. I intended to send this email weeks ago, however, new developments required updates and revisions. I hope that this information provides you with useful information but most importantly, I would like your feedback.

Let me introduce myself. My name is Rich Goodman. My wife, Terry, and I became full-time residents in December 2022. Since then, I have attended most CDD, POA, ACC and Facilities meetings to learn about the VGRC and better understand how it operates. During these meetings, I was able to offer potential solutions to many of the issues discussed. In May, I was appointed to the Architectural Control Committee ("ACC") where I have been working with my fellow members to implement many beneficial improvements for our community. I chose to volunteer and to get involved and to not just sit back and complain about current conditions. However, with more voices, more change is possible.

For those who may not know, the CDD oversees the VGRC's "physical "property (except the Boardwalk) including the ENTIRETY of the River Club complex, roads, street landscaping/lighting, security guards and gates, operating with an approximate \$6.0 million budget. The POA, our elected voice, oversees our "community life", and the Boardwalk. Thank you to the members of both for their time and effort.

I would also like to thank CDD Supervisor Jill Pozarek for "Jill's blog", her "unofficial "take on what transpires at CDD meetings. I urge you to sign up for it.

The two CDD related items that I would like to address today are: #1 a dog park and #2 the River Club restaurant/Tiki Bar.

As you may know, the CDD addressed the prospect of a dog park in 2021 but it was dropped when the application, which combined the dog park with pickleball, was denied. Over the past 8 months, I have repeatedly raised this issue and urged the CDD to revisit this matter. Happily, the CDD has agreed to establish an AD HOC committee to once again review the prospect of a dog park; determine potential locations and costs; and obtain resident feedback. I believe, prior to taking a vote, we should understand the facts, rather than voting "yes" or "no" in response to "Do you want a dog park?" I hope to be appointed to this committee so I can be part of this effort and bring it to fruition.

Now the River Club: I have learned the River Club restaurant loses money, has incidents of theft, is unable to determine food costs, and has poor employee morale and turnover, among other concerns.

Were you aware over \$500,000 of our CDD fees SUBSIDIZE the River Club restaurants (almost \$400 per household) because it loses money year after year? Every restaurant pays its' expenses while generating a profit. **YET, WE SUBSIDIZE OUR RESTAURANT BECAUSE IT LOSES MONEY -- ALL WHILE RESIDENTS ARE CHARGED ABOVE-AVERAGE PRICES COMPARED TO NEARBY RESTAURANTS.** How can this be?

On at least two occasions, I commented to the CDD that "with a \$6 MILLION BUDGET, we need to be run like a business". At the 10/9 CDD meeting, Supervisor Ken Smaha reiterated that as well. As a 3rd generation owner of a 102- year-old business for the past 35+ years, I am involved in all aspects of business including finance, operations, project costing, sales, maximizing profitability, controlling overhead expenses, marketing, etc. so I understand how to run a profitable business.

During the 10/19 CDD meeting, it was announced that 2023 restaurant sales were flat vs. 2022. What wasn't said – 'this was despite a 10-25% food price increase in 2023 (remember brunch raised to \$16.95?). **Fewer meals/drinks were sold as prices were increased. Higher prices resulted in less patronage by our community.'**

For the past 8 months, at meetings and in emails, to the CDD, Vesta (the management company hired to operate the River Club) and the Social/Dining Committee, I commented it is my belief that our food prices were too high and was driving people away (now proven to be true with flat sales). I provided the following examples- Food+Beer cheeseburgers on Monday cost \$6 and \$8.25 every day; Paradise Grill's



Burger Wednesday is \$7 and \$12 every day; \$11.69 at Brewburger. **VGRC burgers are \$14!!** If other businesses operate and thrive at these prices, (understanding additional profit comes from alcohol and appetizer sales), why can't we? We should not have to pay \$400 per household subsidizing a failing business. A PROFITABLE restaurant would equate into a lower subsidy or better yet -- no subsidy.

In August, the CDD Supervisors tasked the new manager with determining F&B (food and beverage) and labor costs. The same was said at my first CDD meeting in January 2023, and in subsequent meetings. AS OF 10/19, WE STILL DON'T HAVE ANSWERS. Vesta has been here for 3 years!!! WHERE IS THE ACCOUNTABILITY?? I will explain below why food costing never occurred.

But first, what has been done about high food prices? I advocated for the Tiki Bar to be open more weeknights, to expand its' menu, and for the creation of specialty cocktails as a revenue generator. I am pleased to see these suggestions have been implemented, but I'm disappointed in the "execution".

In the newly introduced menu, rather than lowering the actual cost of food and drinks, the higher-priced finer-dining items were replaced with more casual, less costly options (maybe that's what the community wanted?). **YET THE BURGER IS STILL \$14!** After going to the Tiki bar on 10/18 for dinner, I'm reluctant to return. The portions are now smaller, the drinks weaker (per management direction) and the prices seemed very high for what was served. On that beautiful night, at the start of "in season", only 5 people had dinner at the Tiki bar from what I could tell. When its gets dark early, cold in winter or too hot in Summer, we can anticipate even fewer diners. That is how you lose money

Let's use a burger as an example of why our costs do not make sense (but this applies for all food pricing). Assume a burger generates a \$10 gross profit (\$14 sell price - \$4 cost). Since so few burgers are sold, the net profit (after expenses) is negligible as a full restaurant staff is needed (cooks, servers, etc.) regardless of whether we sell a few burgers or one hundred.

If five \$14 burgers are sold, the profit is \$50. If we charged \$8 (\$4 profit each) 12 burgers need to be sold to generate the same \$50 profit on the burger alone. Out of 1300 homes (600+ off season) can't we sell at least twelve \$8 burgers (only 7 more to 1,300 households)? They're good, convenient, and at \$8, a great value to incentivize us to patronize our own restaurant. **And with more people to purchase appetizers, alcohol, sodas, etc. ,WHICH IS THE MAJOR SOURCE OF PROFIT FOR RESTAURANTS, it's a win-win. That's' how Paradise sells \$7 burgers!!!!**

Also reported at the 10/9 meeting was that employee retention is difficult because of low resident participation. Lowering prices should incentivize more people TO come to the club---the same as raising prices drove people away. More meals and drinks sold means more tips, resulting in a stable staff with better morale. I have been told the River Club, in season, is well attended as outside restaurants are crowded--- but should our restaurant be a place of last resort rather than a desired destination? And should we let the River Club languish with poor participation in the off season to lose money?

Some say we should pay higher prices for the convenience of the River Club. For the same convenience, the German food truck sells chicken schnitzel dinners with fries for \$15, while our River Club's \$12 chicken sandwich is half the size. It's value vs. cost, not convenience alone, which is why the truck is busier than our restaurant.

Now, let's examine why appropriate food costing has not occurred. The problem resides with how the River Club (Vesta) does its' accounting, and I thank Ken for uncovering this at the 10/19 meeting. But why has this taken so long to realize this? And did this impact the pricing of the new menu?

To explain as simply as I can- the cost of food purchased from vendors isn't booked in the month it is ordered but the month the invoice is received. This is the "cash basis" accounting method. So, if food is ordered in Month 1 but the invoice is received in Month 2, food costs for Month 1 is ZERO, with costs going to Month 2. When another order is placed in Month 2, and that invoice is also received in Month 2, Month 2 now has both costs while Month 1 costs remain Zero. No wonder they can't determine costs!

In the "accrual" accounting method, even if an invoice isn't received, it is "accrued" for. Open purchase orders "act" as your "invoice". So, for Month 1, all costs go to Month 1 and only Month 1, etc. Per QuickBooks' definition- "Accrual accounting ...most widely... accurate...view of a company's financial health. Cash basis... simplicity of the... process." We need to treat the CDD's \$6 million budget as a business, utilize accounting principles that provide the information needed to make informed decisions, and hold people accountable for results.

My understanding is the accounting/POS system at the River Club also does not meet our needs. Having used high end database driven accounting software programs to QuickBooks(\$90/month) on the low end, even Quickbooks offers an OPEN PURCHASE ORDER REPORT, allowing for the accrual of costs. If our accounting software isn't effective, and the accounting methods used don't provide the vital financial information needed, should we not do more to address it?

In April, the CDD looked into new software programs that do more than just accounting (potentially, they can dramatically add to the efficiency of the club and the life of residents), but 6 months later, I do not believe there has been any follow-up. These programs are quite expensive and implementation complicated, so research is critical. We need to understand our finances to ensure proper budgeting, which translates into better decision making, and that benefits us all.

Although some small changes have been made, WE KEEP DOING THE SAME THINGS OVER AND OVER YET EXPECT DIFFERENT RESULTS. This was Einstein's definition of insanity. If we don't implement new ideas, even for a test period, things won't improve.

Yes, I'm impatient, but as a business owner, I set goals and expect results. Everything I do affects my personal income and my employees' livelihood. If it doesn't work, try again. Accountability is vital.

Again, if more residents patronize the VGRC restaurants, it may result in eliminating the need for the subsidy, lower our actual food costs, and ultimately lower our CDD fees. A vibrant River Club not only better serves our community, differentiating it from many other communities, it can add actual value to our home prices.

Thank you for listening and please let me know your thoughts about these items and any other issues that you believe require attention.



I'm sure you are aware I sent an email to the community. I'd like it to be put into the minutes. Nothing was said in that email I haven't said to you previously

Out of the 800+ residents who opened it, over 100 responded, overwhelmingly positive, agreeing with my River Club comments, with only 3 or 4 contrarian opinions. I want the responses put into the minutes. I excluded identifying information and those who requested I do so

I was surprised so many took this opportunity to express why they don't use the restaurants, stating issues of food quality, price, and service. Many said they are not complainers - they just stopped going. This mirrors the CDD survey results where 75% or more of residents don't or under-utilize the restaurants. 1000 households are telling you with their wallet that they are not satisfied. Most replied they WOULD eat at the club if food quality/taste/ price and service issues were addressed. So why hasn't there been a greater impetus to address these issues? Several have tried the new menu, but claim it failed to address these issues while creating new issues- I agree

The perception is Chef Bryan is quite capable but is being directed to keep food prices in check by serving lower quality food, cheaper preparations and smaller portions. Staff stated drinks are now to be made weaker and fewer alcohol brands are available, per management. Trying to save money skimping on salad size or drink pour will exacerbate our problem by turning away even more residents. I'm one of them

It is my goal that by implementing new ideas and/or resolving the issues, if we could get 10% of these 1,000 households to use the River Club, increasing revenue by 25% or more. However, without understanding our costs, and with the lack of accountability, we are unable to assess which ideas are good or bad, and have no way to track the results,. We might be in a position that increasing sales results in a larger subsidy if money is lost on each meal. It is this operating in the dark that is so frustrating

As I've said previously, without understanding costs, where money is made or lost, how many meals are served at the tiki bar or for brunch etc., why people use the club or don't, decisions are being made in the dark. I recently determined that even the River Club survey from earlier this year was extremely flawed. Based upon how the survey was worded, the results are fraught with inconsistencies and implausible results. It's impossible to make important decisions based upon such bad data.

The CDD Supervisors are elected officials chartered to represent and serve our community. I easily could have chosen not to get involved and allow things to stay as they are. But I have higher hopes, and hope that we are ALL here to elevate the quality of life for ALL of our residents

I'd like this statement also included in the minutes

I've been a resident (6months/year)for about 10 or 11 years and I am a retired xxx. I share your analysis and appreciate your desire to stick your nose in the problem. It is generally accepted that most of us who live at the Venetian are willing to just pay the excess rather than get involved. So it is good to have someone willing to kick the coup. Keep it up. Maybe you and XXXX Ken will bring some changes and accountability.

On another issue, i must say I am totally opposed to a dog park. I lost my dog two years ago but my exposure to dog parks led me to believe they are not a good idea unless they are in excess of many acres. Otherwise, you end up with a small area, leading to dog encounters and excessive dog waste. A small dog park is an excuse for an owner who is too lazy to exercise their dog on their own.

Thanks for getting involved.

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I haven't even finished this yet and I like you already. I am xxxxxxx right now but will return in November. I will finish reading this tomorrow.

\*\*\*\*\*

Thanks for the information. When we first moved here in 2018, we enjoyed the vrc a great deal. Great service, great food and prices, an excellent chef(James). We went just about every week or so. We haven't been there too much since as the staff has turned over, prices have increase, and most of all, the food quality and preparation have declined. Let's hope things will get better.

\*\*\*\*\*

We just had over \$1000.00 added to our CDD tax bill. We are building pickle ball courts. We cannot afford a dog park, unless users pay for its creation and maintenance. A dog park is included in the new park that will be built on Laurel Road.

\*\*\*\*\*

Thank you for the time you took to share your thoughts. My wife and I are seasonal (7 months/year) at the VGRC. We've been here 8 years. Love it here!

I make no judgments regarding the participants on the various committees.

I served onXXXXXXXX. My experience was that most of the people were well intentioned. I would say that in both cases there was an absence of management techniques. Mostly speeches. My experience whenever I question the CDD or POA is that they seem annoyed. Almost like they will tell me what I need to know when they decide I need to know it.

I applaud your efforts and wish you well.

\*\*\*\*\*

New to VGRC in 2019, I can count on my fingers the number of times we have dined at the River Club. And most of those would have been the brunch prior to the \$16.00 venue. We are quite grumblers, we just don't go.

\*\*\*\*\*

I agree 100%. Thank you for your two cents. The board is stale and ineffective. Time to clean house and put competent people in charge. There is zero accountability with the staff,



managers, and everyone else. Pick any day and walk around the club. The staff is not working, looking for free food from us, on their cell phones and facebook. It is ridiculous and over-staffed. We do have some genuinely good people there, but they are few and far between.

Thanks again, hopefully we can implement change

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Great email Rich!

You're really speaking my language. All too often HOAs are too nearsighted to figure out how to make a dollar/reduce fees/improve home values- they go hand in hand. I also see lack of businesses acumen leading to a poor budget sheets in some of my past communities. As new residents we have an outside opinion that basically mimics your observations.

I have vested interests in these conversations.

I assume you don't want everyone's suggestions in this format so I will simply extend my interest in these topics to you and we can follow up at a later time.

I am a dog owner and would love to be involved with this planning of a dog park.

I have a deep background in hospitality and have served as a fine dining restaurant kitchen and front of the house manager in a past life.

I am currently a XXXXXXXX and would be willing to be involved to some degree with any IT/software vendor procurements the community might need to procure. Maybe as a first opinion.

Now, I don't have an incredible amount of time to give, (XXXXX) however I'm willing to support the community if I can be of use.

\*\*\*\*\*

The Riverclub is a beautiful setting. Outside folks love it. I'm bringing a group for brunch We really hope they can get their act together.

No doubt, the restaurant industry is a real challenge nowadays

We won't use dog park in near future, but neighborhoods that have them seem to like.

Thank you for caring about VGRC.

\*\*\*\*\*

Thank you so much for taking time out of your busy schedule to provide this very informative communication

I would suggest that not very many of us realised that we, as home owners, are subsidising the River Club at a rate of \$400.00 per household. This information has not been clearly communicated out to residents.

I value your statement as to accountability on the part of Vesta. I have attended, via zoom, many of the meetings when Vesta has been asked for costs associated with running the restaurant - food, staff, etc and each time the Vesta representative has agreed to provide same. If Vesta is unable to deliver what should be basic information then why is Vesta still running the River Club ?

If the menu items were slightly less expensive we definitely would dine at the Tikki bar or restaurant on a more regular basis. Sadly, when we have visited the Tikki bar service has been terrible. On our last visit - earlier in the year - we waited 45 mins for our drinks. As you can imagine, we have not returned.

Thanks again and I hope you get lots of positive feedback

\*\*\*\*\*

I stopped going to vgrh because the food has always been subpar compared to going outside. When I hear things are better I will try it again

\*\*\*\*\*

Thanks for your email ! I was unaware of these issues with the River Club. We too stopped going there due to the prices and the fact we can get better food/drinks at a lower cost at several nearby establishments. We would love to support the River Club (we are going there for Thanksgiving dinner since it is a convenient buffet) and hope there is a succesful turn around to keep it afloat .

I also agree that residents should have all the facts about a proposed dog park prior to a yes or no vote. BTW, I am in favor of it as are my neighbors with dogs!

Thank you again for your email and continuing efforts to promote the best outcomes for our wonderful community.

\*\*\*\*\*

Thanks for the email and thanks for bringing this issues up.

This is only the beginning of my second year here (seasonal) and I've yet to eat at the River Club. I am a Golf Club member and have eaten there and they do a very nice job for reasonable money.

I believe you and I come from similar backgrounds. I too ran my own businesses (real estate and construction) so I understand your frustration with this member owned and run and committee run operation. I always operated from the autocratic method with tight margins to protect. Just these past three days where my cable and internet were out and trying to deal with Comcast and our local board liaison absolutely astounded me that we have 1600 houses on contract with Comcast and there is no direct contact. I drove the local guy to the point of not



wanting to talk to me anymore. My point is if we are paying money we have an expectation of performance and accountability. Who made that deal?

I'd like to meet up sometime and compare notes. I'm not looking to get too directly involved but certainly be a voice.

By the way, you mentioned employee retention and employee theft- as I was walking on the treadmill at the River Club I recognized an employee server/bartender who I know was fired from Plantation for theft.

\*\*\*\*\*

Rich: I am in agreement with most everything you said. Exceptions:

1) You never mentioned the fact that until recently the food was horrible. I went for lunch recently after several residents said Chef Bryan was doing a good job. Soon I will test the waters for dinner.

2) You mentioned other restaurants that have a much greater pool of customers than we do. With 1400 doors there are a lot of that number that probably never have or will go to the River Club. Why not make it a semi-private operation that we allow non residents the opportunity to eat here. Let the residents have a 2 week period in advance for reservations if not filled outside people can have that spot week of reservation.

3) This is an amenity for the residents and I have never seen a restaurant at a community or a golf club make a profit on F&B.

4) I am not a dog owner so I don't really care if there is a park or not. But I have heard a number of dog owners opposed to this.

I do agree we should run this like a business. I was a partner in a business and we didn't live beyond our means!

Thanks for standing up for the residents!! I assume you're running for the board the next election!?

\*\*\*\*\*

The problem is not enough people use the facility. Cost may be one issue, but for the 3 years we have lived here, the food has sucked, the service has been mediocre to bad, and the turnover of staff is horrid.

I can't argue with what you've said. I don't go to dinners here either, but the new chef seems pretty good, We do need to have better food, better service and better prices, and then hopefully we will all go

One my wife particularly does not get is the food trucks. This directly detracts from the RC business. What other restaurant invites competitors to park at their front door? The RC should just start serving these items on special days.

\*\*\*\*\*

Excellent information...don't see ANYTHING in you're email that I don't agree with!

You obviously know what your talking about!

\*\*\*\*\*

I've been a resident (6months/year)for about 10 or 11 years and I am a retiredXXXX. I share your analysis and appreciate your desire to stick your nose in the problem. It is generally accepted that most of us who live at the Venetian are willing to just pay the excess rather than

get involved. So it is good to have someone willing to kick the coup. Keep it up. Maybe you and my fellow Mainer Ken will bring some changes and accountability.

On another issue, i must say I am totally opposed to a dog park. I lost my dog two years ago but my exposure to dog parks led me to believe they are not a good idea unless they are in excess of many acres. Otherwise, you end up with a small area, leading to dog encounters and excessive dog waste. A small dog park is an excuse for an owner who is too lazy to exercise their dog on their own.

Thanks for getting involved.

\*\*\*\*\*

Thanks for sharing this. EVERY time we do a survey I suggest that they use the tiki bar for coffee in the morning. People out walking might stop and pick up or gather to chat. And there could be smoothies as well

\*\*\*\*\*

You should run for the board! You have my vote!

\*\*\*\*\*

I read your email about the River Club and agree with the fact that there is no accountability by the management company and the CDD does not seem to address this matter to the point where it gets corrected.

I have been a resident here since 2005 and used the restaurant often for the first 10 years. Now if I go once a year its a lot. Why I have stopped going? Pricing, poor service, poor food quality just to name a few reasons.

When I have gone to a CDD meeting like many other residents and complain about the restaurant all you get is "Thank you for your comment". So after a while you just give up and spend your money elsewhere.

I like many of the residents here would like the restaurant to close and make it a game and card room and keep the kitchen for catered events. Reason is if management has not been able to get it right in 20 years I doubt they will now. With food prices soaring I think it will just get worse.

When many residents asked for the Tiki bar to be put in the back so that it would seat more people and be able to be closer to the kitchen it was completely ignored by the CDD. Heaven help us if we actually could make some money. Just like Pickleball over 1,000 residents didn't want it but we have spent an absurd amount of money in legal fees, landscaping just to put in two courts to please a few residents. If it was not for Jill we would still be wasting money on weddings.

Bottom line is the history of the CDD is they do not listen to residents they just do whatever they want. Presently we only have one listening member of the CDD and that is Jill. Unfortunately she gets out voted by the others.

Please add me to your mailing list.



Thanks for caring.....hope you may consider joining the CDD.

My name is XXXXXXXXXXXXXXX and I am xxxx that have owned a house in the VGRC for four years. We are in the community mostly during the winter months. I will be in the community starting on November 5th. I would be happy to sit down with you to share my perspective on the operations of the community as well as the River Club. We do not own a dog so I have no feedback to share regarding this project.

I can relate to many of your concerns as well as some that were not included in your email e.g. the amount of POA funds that was allocated to the Pat Neal legal proceedings. I'm not sure what side of the issue your family supported, but it is one issue that I believe significantly divided the community.

Like you, we believe the fees paid to live in the VGRC are steadily increasing. Some for the reasons you stated and others to fund projects that benefit a few and not the majority of homeowners. This year, we were also assessed additional costs to cover repairs related to the most recent hurricane.

We have many friends living in neighbouring communities and we have compared costs versus benefits of living in the VGRC community with their communities. The costs at the VGRC are quickly outweighing the benefits.

To be quite honest, if the prices for meals at the River Club do not decrease and the quality increase, community members will not eat/drink at the River Club. We need a commitment from the Club to do this for a specified time period and a marketing plan developed to encourage members to support the Club and assess the outcome as a special project. I'm told, that some communities require their members to support the restaurants/clubs in their community. Just a thought.

If something isn't done soon, I fear the Club restaurants will either close or require exorbitant fees to continue operating. A mass exodus out of the community is not unlikely based on some of the complaints about the fees that I have been hearing for the past four years. Again, happy to chat with you. Thanks for sending out your email.

There's a lot of apathy in the community, but I hope you receive more feedback.

Best regards.

\*\*\*\*\*

I have read it 3 times just because it is so jam packed with logical information. While I agree with most of what you said I believe that the current Board has done absolutely nothing (except for Ken Smaha) to make the River Club a success. They are the ones who wanted prices increased and Vesta works at the bidding of the Board. I would love to chat more as I agree with you on so many fronts.

\*\*\*\*\*

Great email Rich. My husband and I have been concerned about the River Club subsidy for a few years. I agree that something needs to be done but if I think about it, it appears that the accountability lies with Vesta. Who on the board is charged with oversight of their operations?

\*\*\*\*\*

I don't suffer fools well. Your email is pathetically ignorant. Please school yourself on facts before you embarrass yourself with such a long diatribe that makes no sense to those who understand how communities work. If you want to make a point, know what you are talking about. Further, My question is... How did you get the email list for our community. You are out of line using this list for your personal aspirations. I plan to ask how our list was given to you. I have an idea but the question is...Do you understand privacy laws. Obviously not. I'm sure you want to help and I applaud getting involved but your style Richard is offensive.

\*\*\*\*\*

You hit the nail on the head with your assessment.

My opinion is the River Club should be be semi private just like Pelican Pointe and be open every day so the club could make a profit and the help could make a living.

\*\*\*\*\*

Thank you for all the info. From a business standpoint you covered many points.

Looking at the River Club, I used to go but have not in quite a while. There was at one time regular staff but too much turnover now. I question VESTA and what is paid to them vs. what is ultimately paid to servers for example. Server positions are fairly high turnover and looking at similar clubs in the area may shed light on what can be done better here.

I also question the dog park and ultimately that expense to all residents since expenses are a focus of the information you provided.

I still question the expense going forward to maintain the pickleball courts once operational. We do not have to have every amenity that new developments offer. We have a beautiful community, fairly well maintained that provides what some new communities do not.

I appreciate your commitment to making our community a better place to live.

\*\*\*\*\*

I would like to thank you for the investigative work you did.

I would mention often the cost of the VGRC meals versus other restaurants in the area.

I for one don't use the River Club Restaurant anymore because of the cost and quality of the food. The Sunday morning breakfast up to a couple of years ago was a bargain at 9.95 ++the dining room would be very busy. The only knock was the Reservations system. This was another step that people may not take. Restaurants outside the Venetian would just deal with the walk-in, it was bad business to turn people away. People are willing to wait 10 minutes if the Restaurant is very busy, if the food is good.

The Brunch today is 14.95++ I can go to local restaurant and get a very good breakfast for 9.95. I realize there may be more choices but for me and others I don't need all that.

I heard that there is a beverage manager, food manager, banquet manager, and a chef. The clubs I was associated with the chef would perform a couple these duty. There may be others



managers this sounds top heavy to me. The feedback I hear from others most of the of time is the food is so so and the price was always high.

For the sake of the Venetian I hope you are successful in making changes.

\*\*\*\*\*

I would like to respond to the crux of your email:

With all due respect I find your email to reflect a total ignorance of the economics of the operation of a private restaurant.

I have three decades of experience with private restaurants, including six years as a member of a board of director that oversaw the operation of a wonderful private restaurant.

All private restaurants loose money and require subsidy from residents/members. Why is this and why are the economics of private restaurants so different from those of commercial establishments?

The biggest single reason that private restaurants lose money is that they almost always cater to a limited customer base that simply cannot provide sufficient revenue to the restaurant to achieve break even. It is this simple.

Comparing the River Club to a public restaurant makes no sense. Public restaurants in our area draw upon a patron base that runs from thousands to tens of thousand of potential customers.

The restaurant subsidy at our XXXXXXXXXXXXXXXXXX is about \$1500 annually per family. This is higher than the Venetian because we only have 487 member families. If we had the 1377 families that the Venetian has, our subsidy at the yacht club would be reduced to a little over \$500. I would ascribe most of the remaining difference to the Venetian's \$400 to the higher cost of doing business in xxxxx than in North Venice.

The above comparison suggests that the \$400 annual subsidy at the Venetian is well within a zone of reasonableness (\$7.69 per week per household).

A couple who have only one lunch or one dinner weekly at the VRC are experiencing a subsidy equal to \$3.85 per meal. Does this strike you as a princely sum? At half the cost of a glass of wine it seems like a pittance to me.

With over seven thousand new homes under construction within a few miles of the Venetian and more on the drawing boards, our local restaurants are going to be inundated with new customers. In coming years we are going to relish the availability of the the Venetian restaurant as a refuge from chaos, especially in season.

Please do not screw up our restaurant with your uninformed and inflammatory rhetoric. I suggest that you recall your memo until you have educated yourself on the subject of the economics of private restaurants.

All of the above having been said, please know that I appreciate your work on the Architectural Committee.

\*\*\*\*\*

Dear Rich, my wife XXXX and I agree with you and appreciate your time working on these issues. We all know that wholesale prices for restaurants have increased since Covid but the need for proper accounting is essential. Thank you!

\*\*\*\*\*

I appreciate you taking the time and effort on behalf of the community. We just moved here full time as of this past March.

Although I do not have a pet, at this point I'd prefer other expenses decrease as we already have been given an additional \$1K per household assessment for this year.

What I really want to address is the restaurant/food situation. It's horrendous. We've tried multiple times lunch/brunch and dinner and only once have we enjoyed our meals. I have several food allergies and although it can be a challenge, I've always been able to eat healthy and freshly prepared food. Not here. I'm not even sure if anything except for the omelettes at the Sunday brunch is freshly made. I can't stress enough an Amen to your observation and assessment. I'd rather have more food trucks available to me than eat here. I've spoken with the chef multiple times and he promises many improvements to come, but nothing changes except the cost. We only eat outside the community now. It's very disappointing and not what we expected moving into our community.

Thank you again, let us know if there's anything I can do to support your efforts for change.

\*\*\*\*\*

My husband and I are new to the community. We bought a villa here a year ago. We are not permanent residents yet but we do spend a lot of time here. We love this community because of the location and number of homes here. We also find it to be a very friendly community. My husband and I are both in our early 60's. I agree with everything you said. When we eat out we like to go to places that are casual or dressy casual. As a suggestion it would be great to have a casual restaurant with indoor/outdoor seating that has a wood fired pizza oven, serves handhelds, casual entrees, apps, TVs for sports. A coffee bar with desserts. All affordable and attractive enough to give you the option of wanting to stay here or leave if you want a different vibe. The river club room is beautiful but formal. The tiki bar is great around the pool. What is the welcome building used for by the gate house. Couldn't that be used for more formal gatherings and dining. These are just suggestions. I wanted to let you know that I read your email and appreciate everything you are trying to do and doing.

\*\*\*\*\*

Thanks for taking the time to analyze the profitability of the RC. I trust that you understand the relationship between price and demand. While price increases for me presents an inelastic



demand curve, only a survey can determine whether your theory is correct. I wrote the tennis survey of 2020. We had 8 drafts and it was finally approved by the CDD. The problem is that the current racquet committee uses anecdotal data rather than survey data to make decisions. Not sure if the last RC survey warrants the price reductions that you've advocated. If it does then the demand for food should increase.

My wife and I don't frequent the dining room but occasionally we meet friends at the Tiki bar at night. We were there this past Friday, and unless you were seated at the bar it was pitch dark. We had 12 members at 2 tables and we had to use our phones to see each other. Also, the mosquitos were having a feast. I don't think any of those folks are going to return. Don't know what the solution is, but I do know what the problem is.

My wife and I are tennis playersXXXXXXXXXXXXChris is excellent but many times he needs help.

As I said, I appreciate your effort in finding a problem and trying to solve it. Next year, 2024, XXXXXXseat comes up for election. I hope you run against him. You would have my full support.

\*\*\*\*\*

Richard - thank you for your thoughts and efforts. Unfortunately, the issues you're focusing on in your note, are either issues long ago discussed and resolved or tabled or just aren't what excite people to action here at the Venetian. The River Club has a long history of ups and downs, with many, many management changes and personnel issues over the years. The fact that it competes with the golf club for revenue doesn't help (especially with the golf club now imposing a food minimum), seasonality is the nature of the beast around here, the CDD board is very political and freely spends, there are too many over-lapping resident organizations (you didn't mention the neighborhood POA/HOA organizations creating even more over-site). The River Club and Golf Club somewhat cannibalize each other for revenue with a sameness of membership, etc. Having so many resident organizations, makes dealing with the larger issues (shopping center, Laurel road improvements, over-development) difficult to address with on a unified front, assuming people could actually have a meeting of the minds on any one issue (not everyone is for a dog park, just like many here were opposed to the pickle ball courts). What you fail to point out is just how really good the Venetian is in what it does have and offers when compared to other adjoining developments. Yes, there's always room to improve but starting from the base of what the Venetian is today, seems to me to out-weight hamburger costs, dog parks, etc. Accounting systems and the like are important but to suggest changing the accounting system to a accrual basis will not change anything basic to the popularity of the River Club is misleading. Lets face it, the River Club/CDD runs on a "cash-basis", which like most government organizations (which the CDD is in reality), has an unlimited source of new cash from each owner, otherwise any organization I've worked for would have long ago shut the River Club dining operation down with the year-over-year losses you detail. Please note, there has always has been ownership turnover here, and you sending this to whomever, including newer residents to the Venetian, paints a rather negative view of the Venetian. Really, it ain't that bad here. (PS - places like Paradise Grill build business with things like the NFL game day

Sunday package. The Paradise is the 3rd restaurant in that location since I've been here, so without knowing, not sure Paradise will make it either. The Tiki Hut is not modeled to compete with that type of loyalty building activity, nor should it be). Best of luck.

\*\*\*\*\*

Thank you for your very detailed and informative email! My husband and I are not full timers... yet... and we know we will be spending much more time here!

We were just here on a short visit (arrived Thursday and leaving today), and while we were here we wanted to explore the "new" things available at the tiki bar. (I read all the emails and get excited). We went for happy hour and were happy to see a bunch of people there, but we felt it was so crowded to get such slow service! I felt it wasn't that crowded for the 2 staff people at the bar to be that in the weeds! We had one drink, we're going to order some of the fun new menu items, but she never came back to get our order! We decided to go inside and get dinner. The bar had a few people in it, restaurant was hardly busy. But again... a lot of staff running around, but VERY slow service. But they are all very nice and friendly. So we ordered, the bottle of wine we wanted was "out of stock"... the highest price one was the only other viable option. We ordered the new Nashville Hot Chicken dip as an appetizer and fish and chips for dinner. It took almost 20 min for the appetizer, which was Luke warm, and the amount of chips was sparse (and looked like the bottom of the bag...small broken pieces), then the food came about 5 min after... 2 small strips of fish. Portion sizes are definitely smaller. But the food was tasty. We also had Sunday brunch... it was ok. Did they do away with the mimosa or Bloody Mary deals? It wasn't offered, (as in the past), but we didn't ask either.

Needless to say, we like to utilize the River Club for dinners whenever we are here, but I agree with your email, changes need to be made to entice residents to frequent the restaurant. When we first bought here in 2015, you could hardly get a reservation for brunch or dinners! So, thank you for wanting to help make changes!!

On another note... I need to find out who I need to talk to about our landscaping. We are on xxxxx. We have owned this property since 2019 (xxxx)... what a difference between the 2. xxxxx is horrible! I think I've only seen mulch done ONCE since we moved over, and they hardly ever trim the palm trees or bushes. Yay sally they do it after they realize that we did it ourselves! It's disappointing needless to say.

In conclusion, thank you for your willingness to make changes. I would be more involved once we are here more.

\*\*\*\*\*

My wife and I were there the other night and we discussed the same topics, changeover, moral, and cost. We know a few of the servers and speaking with them they feel their concerns fall on deaf ears. Another factor is the mosquitos between sunset and about 8 PM. The Bartenders mentioned to management that when the bugs come out the patrons depart. Obviously a huge lost in revenue and tips. No tips, no servers, no servers no business.

\*\*\*\*\*



I am a nearly 18 year resident of the Venetian xxxxxxxxxxxxxxxxand my wife, xxxxxxxx, and I share many of your concerns about the current operation of the River Club. We also have found the current Club management ineffective and the CDD Board generally unresponsive on several issues. While we do not support a dog park, we applaud your effort to bring all these matters to the attention of Venetian residents.

When I first moved to the Venetian in 2006, my late wife and I were impressed with the River Club dining room—the food was good and fairly priced, the chef was creative, the service was prompt and friendly, the staff was well trained, turnover was at a reasonable level and the special events were fun and well-attended. Over the years, as management has changed and turnover has increased markedly, I have seen an overall decline in service, food quality and management attention, especially in the past few years.

Since our direct complaints to management have largely gone unheeded in recent years and because we are very active in many other organizations in the Sarasota/Venice area and find the food and service far superior at restaurants outside the gates, except for the occasional lunch, we rarely dine at the River Club anymore. Few, if any, of our friends suggest dining there except for an occasional Sunday brunch or meeting lunch. Other than a convenient location, it really offers nothing to encourage patronage--and if there are special events, they are very poorly publicized.

We certainly support your efforts to improve the dining experience and financial viability of the River Club.

\*\*\*\*\*

Richard, a good review.

Unfortunately I know of no private food operation that sustains itself and this would include country clubs, university clubs, HOA directed establishments and the like. Many reason for failing to cover operating costs let alone turn a profit.

In the six years we've been here I find a nucleus of activists boatd members who have zero business experience trying to sell all 1377 owners on how upscale the River Club and poolside should be. So easy to spend other people's money.

That in a nut shell is why private clubs operate at a loss. Changing that culture or mentality will take a miracle. The problem is not unique to VG&RC.

Finding management companies who do not swat with the breeze is hard to find. They know a single board member can hold their contract. Keeping busy bodies out of what they consider their rightful domain would take the National Guard.

Is mission of RC to provide exceptional goods and service even at a loss or to be self sustaining? That is the issue. My career following xxxxxxxxxwas in hospitality with most years in key

management with xxxxxxxxxxxx. The former was profit driven, the latter top line revenue driven. No way could I survive the politics of country club or any form of committee rules. Business is business but not so much in non profits like what we have here. My objective of residing here is to enjoy the peace and quiet and not stick my nose in operations as I would soon dislike the place and it would be the same in any restricted community.

Wish you well in your endeavor. You see the problem clearly; in some eyes it's not a problem but the way they want it regardless of cost to the multitude

\*\*\*\*\*

You're not wrong on most of your points

My feedback would be to recognize that a private run bundled community rarely makes money on its amenities

the subsidy you mention is flawed logic

SHould the food and beverage prices be market sensitive. YES

should the hours of operation be adjusted to demand. YES

however the flaw is in the market

this miniature town of 1350 odd homes if ever full. which they are never. could produce a population of around 3500 people

that town has more than 35% over the age of 65 and on fixed incomes

their discretionary spending budgets aren't what they were twenty years ago

more than 30% of the homes are empty in the summer

leaving a very very small potential market

that's point one

Not enough people

Point two would be the lack of clearly defined business and marketing plan

I asked to take a peak when we mover here and was told there is none

is it a restaurant?

is it a banquet hall?

the golf club now markets their membership to anyone. why does the river club not do the same

it's extremely poorly run no question

these 1300 plus homes and the demographic that lives here is a massive challenge

no question

impossible to get it to break even ? no

make money? doubtful

unless the target market expands

in my opinion

my corporate career was in XXXXXXXXXXXXXXXXXXXX

good luck

but also good note

Do better?

No question.

Here's five

Do the Wine Club... that's an easy one, with high margins and it encourages much better inventory control. (currently we have shit wine , staff doesn't know how to sell it or position it and there is no LIFO or FIFO system )

Yes. to banquet hall use of 'outside' ... I understand that some members got pissed that the River Club was used for outside receptions.

You have to do both... and use some common sense.

Never say NO to a member...golden rule

Tiki Bar, although low volume, can be a key touch point venue. Its poorly presented, lacks connectivity programming and it needs a networking group to do a study and expand the programming.

Inhouse concerts... I have and I'm sure others do too, connections and friends in the music business. Was told nope.

We did once a quarter Dinner and 'show'... with options for folks to come just for the show.

With less than 500 members, we opened it up to the public and sold 400 tickets each time we did a 'show'... at no less than \$25 each, VIPS were over \$45...(comped champagne and Meet n Greetings)

Make it fun.

Create a fun committee...

It's hard work, no question. But, yes, I'd bet a 400K swing can be had, if done right.

\*\*\*\*\*

Personally not worried about the costs. As long as we don't leave the compound it is worth driving the golf cart for dinner. For us it is all about the consistent quality of the food and service.

\*\*\*\*\*

Thank you for taking the time to send out the info on the VGRC. When we moved here in 2018, the River Club was the vibrant hub of this community. It was one of the main reasons we moved here. Since that time we have seen many poor management choices and a CDD that has not held the management companies accountable. Like you I have attended many of the meetings. It gets to be very frustrating when the resident voices don't seem to be heard.

When the River Club has events, especially those with entertainment, they are always a sellout. It makes sense if you are getting 4 diners on a Saturday evening to do something else to bring



more people in. We have food trucks selling more food than our restaurant. It makes no sense. Vesta has been told over and over that we need events and not always with a buffet. Yet we are lucky if there is one per month. I don't count those Thursday dinners/buffets as an event. I was shocked when Vesta had gotten another 3 year contract after underperforming and not meeting their goals time and again.

The food costs have been an issue for quite some time and there is always an excuse as to why they can't be completed.

I think our chef has talent and I think he tries very hard. That said, I think Vesta, keeps him on a very short leash. I would rather pay more for better food and not a buffet. The brunch buffet is fine and I think it is still a good value.

I did not receive your email. It was forwarded to me by a friend.

\*\*\*\*\*

We would dine much more often at the River Club if we didn't have to make reservations (at least a day) in advance. Would like to see 'walk-in' availability. We do not have an issue with the prices charged.

\*\*\*\*\*

Thank you for taking on such a battle. This has been going on for a long long time. I try never to go to the river club, yet we dine out 4-5 nights per week. The food is sub par at best. Usually buffet style, meaning I do the work and pay 24% gratuity . The wine selection is worse than an airplane. (somebody must be paid off). You have to wait in line to get a drink or wait forever to get a waiter to bring it. Profit out the window.

I will stop complaining and suggest that we sell the restaurant to somebody looking to own their own. Common in most areas that "key money" is paid by those who lease the restaurant from landlords. 50,000-100,000 up front then you can sign the lease. We need an operator with incentive. We can make a monthly mandatory requirement of all households. 100 per month food and drinks. We would be left with entertainment, and almost anything would be an improvement. Good Luck.

One night the salad bar was set up with the lettuce as the last item on the line. The manager stood right there a didn't know why the line was all tangled. Lettuce comes first on every salad.

\*\*\*\*\*

Rich – thank you for your interest and becoming involved in this. I hope you are able to help bring about the changes you want to. We usually are in our comfortable home in the VGRC only two months a year . We appreciate our neighbors and friends there as well as in the larger Venice community. VGRC is a lovely place to be. Extrapolating the \$400 average monthly restaurant subsidy cost all owners are hit with translates for us to a \$2400 monthly restaurant subsidy cost for the two months we are at our home in VGRC. While most snowbirds would be there more than we are, that half of the owners would all have monthly subsidy costs for the time they are in residence greater than the average \$400 you mention for each of the months they are there. One question – do the restaurant facilities pay any rent for the space that is utilized by those facilities to the Association that is a factor in their high expense level but that



would remove that resource from the Association should the restaurant facilities close – leaving owners with a likely need to subsidize that loss of Association income?

Again, thanks so much for your interest and engagement.

\*\*\*\*\*

Thank you for your very well thought out and articulate email. We absolutely must take the necessary steps to improve the efficiency and patronage of the River Club. As a six year resident of VGRC, I am very aware of many shortcomings in our two governing entities. I am very disturbed about the fitness committee which appears to be hell bent on eliminating classes and ignores the residents they are representing. I am glad to help in any way I can.

\*\*\*\*\*

Thanks for all your time and hard work.

I agree, the RC has a P&L problem. Always has and unfortunately, it's has gotten worse in recent years. COVID added to the problem.

Some history might be of interest to you. First off, we have two competing restaurants in our community. The Golf Club and the River Club. Simply stated, that splits the potential consumer in two. That is a tough problem in itself. Then we have less than a full complement of people in the summertime. Snowbirds. And the biggest problem is the food and service at the River Club is far below expected quality or value in recent years. Yes, price and accounting are problems but if solved by themselves without great quality food and service I don't think RC will ever be a profitable venue. Simply not enough people all year.

So what does one do? My suggestion is hire someone to just run the F&B arm of the RC. Find an entrepreneur. Maybe a local restaurant owner who has a relative or employee who knows the restaurant business and can offer better skills/knowledge and volume buying power. Maybe an event entrepreneur to supplement their current business.

I just think we first have to have someone determine if it is, in fact, possible to run the RC at a breakeven level never mind at a profit.

Just my thoughts.

.....

Dog park really ? Try taking care of the river club - roof and building need maintenance foremost before spending more toward dog park !!

\*\*\*\*\*

I do understand, and you are correct it is the management, but it seems to go from bad to worse and continues to stay that way. I moved here 12 years ago, the first 3 were impressive. They continued to change management because they didn't want to pay good employees to stay. They couldn't staff any employees, not that I blame them and kept wasting time and money always training and retraining under qualified and underpaid staff. In the past 7 years everything went to hell in a handbag. We had monthly birthday get togethers celebrating members birthdays and the club was fully reserved in the dining room and packed in the bar. Residents and guests would support the club if it had QUALITY and CONSISTENCY. They don't know how to manage funds and continue to make poor decisions on a daily basis .

\*\*\*\*\*

Thanks for your email. I agree completely with your thoughts on the River Club. We have lived in the Venetian since 2012 and do enjoy the amenities for the most part. As we are cat people, I have nothing to offer on a dog park except to say it would be a nice addition to the community as long as there are no additional fees to all homeowners. Our fees via the non-ad valorem tax are already higher than they should be.

Again, we like your thinking on the River Club's issues. Something is just not right which is a shame as it could be a tremendous part of our community. My wife and I probably average going to dinner there only once a month, mostly to the overpriced special events on holidays. Although, recently, the Thursday night specials have been pretty good.

I hope the other CDD Board members wake up and get on board with you to make improvements.

I'll add I'm very happy with the tennis courts and management. Since you mentioned the POA, though not within your responsibility, the manager and/or the management company are doing a poor job, in my and many others' opinions. The violation letters are atrocious, and the manager does not seem to know or care about his job duties.

Your service is appreciated. Keep up the good work.

.....  
Thanks for your efforts with our community.

I have been a VGRC resident for 16 years and have seen a lot of changes here, some for the better but most in my humble opinion costly, poorly planned and serving few. I used to attend meetings and years ago I suggested that we do a line by line examination of our financial statements. The suggestion was received like I had two heads with one on fire.

During a traffic committee meeting I brought up the fascination with the continued expense trying to "slow traffic" with speed bumps and radar hawks, fines etc. Again, I was made to feel like a troublemaker.

If you have thicker skin or are more successful in helping implement the changes we really need I would be very grateful! This is a great community that can really use a sharp business mind.

God bless,

\*\*\*\*\*

Hi Rich, thanks very much for your email. It is quite amazing that the River Club food & beverage operation is losing so much money and I for one appreciate your efforts in trying to improve things. Surely the suggestions you have made re pricing are a standard considerations as part of running a restaurant - is this not the manager's job? With brutal Sarasota County tax increases including CDD increases, I am very concerned. Having attended some CDD meetings via Zoom I have found Mr. Smaha to be quite pragmatic and I'm surprised that he and the team



haven't been able to get adequate answers about costs from Vesta. I totally agree with you this thing needs to be run like a business!

On the subject of a dog park, we are not pet owners and are already very concerned about POA and community association fees which are rising at a much faster rate than our retirement income. Therefore, we would expect that those who would be using a dog park would be responsible for funding its construction and ongoing maintenance costs.

My wifeXXXXXXXX and I bought our place in 2009 and are snowbirds. We will be headed down soon to enjoy the winter in paradise while we still can!

Good job my friend

\*\*\*\*\*

I enjoyed reading your email and loved your insights. I am glad to see an individual has called this sloppy ineffective management to task

I am "seasonal" but make numerous trips to Venice on and off season. More importantly I have seen the pathetic over priced offerings and can share numerous disappointing encounters with the restaurant. XXXXXXXXXXXXXXXXXXXX so I have some insights I would like to share  
1 the front of the house has some good employees who seem to be trying their best but are destined to fail due to poor scheduling/ management

TWO OF THEM WERE TOLD THEY WOULD BE FIRED FOR DISCUSSING THOUGHTS ON THE MATTER WITH RESIDENTS

FYI - I asked them pointblank for thoughts about why things did not seem to be working

2 one of our issues is that home owners have been disconnected from expressing what they want to make this venue their "go-to" option

Raising prices to counterbalance low volume is a viscous cycle / especially when the product / service is inferior and only chases off repeat customers ( 1-2 bad experiences will devastate repeat business )

3 happy to discuss ideas and engage in the process if requested but our model as designed is doomed to failure if not changed

\*\*\*\*\*

Dear Richard, this was by far the best most comprehensive analysis of what in the world is going on at the river club that I have seen since the year 2003 when I moved here. What was astonishing to me from the get-go is that a typical "club" most often assesses the users of the club on a monthly basis whether they use the facilities or the restaurant or the tiki bar or not! This would not be a popular idea for the preponderance of people who want things on the cheap in here yet it is surprising to me that people will still expect a fillet mignon dinner and lobster for five or \$10.

I have two suggestions regarding this number one would be Vesta somehow needs to go away. I have been totally unimpressed since they have had any dealings with this club and the way it was run and that's before I knew all that you have shared. The second suggestion would be for you, Richard to take it on. It seems that you have the teaching skills, the training skills the knowledge, the financial background, and the interest to do us all a tremendous favor.

I have a comment about the dog park. As an early owner in here, I recommended that we have a dog park somewhere anywhere pick a place and there were many people who agreed and wanted that taken care of it never happened. We needed a pickle ball court, even though they were probably 10 times as many dogs in here as there are pickle ball players, I do have a counter suggestion, and that would be to allow a specified of maybe three or 4 foot rod iron open fence on those lawns where people have dogs and have space on the side or the back of their house to put such a fence. This would cost nothing to the river club , each owner would take care of their own dog or a neighbors dog if they so choose to go in on it with them, they would maintain the area for themselves and it is becoming more and more of a tradition in all of the homes that are currently being built in the area you will notice that most of them do include a rod iron gate Fencing, perhaps that would be a thought to present instead of everybody running around willy-nilly wondering who is going to take care of this who's going to take care of that it would be an expense to the River club because you would have to have you have to have it maintained in all of that and I don't see that happening specially, in the winter when the new dogs come down and they come from everywhere I see that as a potential big problem going forward and I think the fence is something that we should seriously look at as a recommendation that would be much more cost-effective because it would be born by the dog owner .

\*\*\*\*\*

I remain completely overwhelmed by your thorough presentation of the situation involving the River club, and the finances, the lack of quality and the raising cost. I think you for that every community needs a good member. Who knows what they're talking about you, Sir ,seem to be that person.

\*\*\*\*\*

Thank you so much for this email. I have lived here for 18 years and have seen the Venetian golf and River club go down the tubes. The CDD leadership is incompetent. Money is wasted and a few people love spending our money on wasteful projects at their whim. I hope you can make a difference and thanks for your involvement. XXXXXXXXXXXXXXXX I first moved here and I know the amount of work it takes. It's great to have new neighbors who care.

.....

Thank you for your email. I also appreciate your involvement on committees. I was on XXXXXXXXXXXXcommittee about 2 years ago. I have worked in major corporations and owned two businesses, one of my businesses worked to fix failing businesses and also to help successful businesses grow. Being on the XXXXXXXXcommittee was one of the worst experiences of my life, in part due to working with an inept XXX board.



I have had concerns about the restaurant for years. The Venetian has subsidized the restaurant since the beginning, well before Vesta. Often the response has been that in-house restaurants are all subsidized. I have made suggestions which have been ignored. While I do not have all the answers, but I know that we need to fix the problem. I have been to a WCI development in Ft. Myers that has very busy restaurant and had great food. They also were only open a few nights a week. It is possible for the Venetian to do better. A few ideas include:

- There recently was a strategic planning committee through the CDD... ..determine the direction/future if the restaurant.,, told that was not strategic (?).
- Bring in a quality restaurant consultant to evaluate and make recommendations
- Establish a real restaurant committee made up of experienced restaurant operators (resident Tom DeLaura has owned a successful restaurant in NJ for years) plus people with strong business experience. The current committee is focused on when to have the next Halloween party).
- Consider leasing the restaurant to a restaurant company like Mattison's. This has been successful at numerous non-profit places like the Ringling Museum. Even if we gave them a lease with no rent, we would save \$500,000/year. We could establish guidelines, but they would know how to run a restaurant profitably.

I am sure there is a way to make this a better amenity while not losing \$500,000.

\*\*\*\*\*

Absolutely agree.

I've been aXXX owner for 5 years. XXXXXXXXXI intend to review my housing situation in 2024.

River Club is a failing business despite the "potential" support of 1300 families.

The failure is simple to explain.

1. Poor management
2. Staffing turnover
3. High prices
4. Poor quality

I sincerely hope that you are successful in reversing the trend. Let me know how I can help.

\*\*\*\*\*

Thanks for your message. My wife and I have lived at XXX since June 2019 but I have never got much involved in community matters and do not fully understand how VRGC is governed and organized. I appreciate, therefore, the information you provided. I will offer a few comments:

I am disappointed but not surprised to learn that the restaurant is unprofitable. Is the subsidy being paid via the CDD portion of our annual tax bill from Sarasota County? If not included there, is it in our POA fees?

Liker you, I have many years of experience in owning and operating businesses, although none involving food service. I also once practiced as a XXXXXXXXexecutive.

The restaurant obviously suffers from lack of sales volume. No restaurant can be profitable if only open three nights per week, and one meal for two other days. It is not easy to develop and employ competent staff with such limited hours. It needs to be open more evenings and offer activities like Trivia nights or Bingo to attract diners.

Although we eat out usually twice weekly, we seldom dine at the River Club. The menu, other than Sunday Brunch is not very interesting. The facilities are nice. I like the table cloths and nice ambiance, but the food selections are ordinary and limited.

Your point about the need for accrual accounting is well taken but a bit over-simplified. For example, you also need to account for inventory on hand and spoilage.

I do not fully agree that flat sales prove that prices are too high. I am willing to pay a little extra for the privilege of dining at VGRC. In my opinion, high menu pricing is not the real problem, it is too few customers. I do not believe that lowering prices will accomplish much.

I agree that knowing food costs is important but, realistically, what are you going to do with that info? The menu must be priced primarily relative to what the competition charges.

Most clubs I have been a member of charge a monthly minimum billing. That would be difficult here since we have so many snowbirds. However, It gives an incentive to dine there. I think something fair could be implemented.

\*\*\*\*\*

Thanks for taking the time to write your email. That is the kind of analysis that should be made.

When David Lusty was on the VCDD, he was the lone member with any experience with running a restaurant and he was alone on the VCDD. Since David left, there has been no expertise.

Next year there will be 3 Supervisor positions on the VCDD up for election. I hope you will be a candidate.

By the way, without regard to the price of food at the River Club, I think the food is terrible. If there are 10,000+ restaurants in Venice/Sarasota, our River Club is near the bottom.

\*\*\*\*\*

Thank you for a well thought out email. I agree that the River Club is pricing itself out of the market.

I don't agree with a dog park as that has already been rejected. Also, we don't want to add the extra expense and personnel. There will be a dog park in the new Venice park down the road.

\*\*\*\*\*



excellent report that's see if they are able to follow directions to success. someone needs to get off there a-- and start working.

\*\*\*\*\*

Hi I want to thank you for your very informative email We've had a home at the Venetian since 2005 but now live here most of the time since 2021. Some things I noticed since 2005: In the beginning Happy Hour had reasonably priced drinks and a nice selection of pass arounds. That changed over time and we haven't been there in years; rather make my own cocktail. Also when prime rib night was instituted you got a reasonably priced meal good size portion and quality. Over time this has changed. As you said and what I noticed talking to people, they want quality and good prices. I have to tell you I have friends at University Park and was invited last Friday for Prime Rib night. The restaurant was packed inside and out The food and portion was very good. A Queen cut was \$42 King cut \$48; it came with 2 sides. Appetizers range from \$10-18. Unfortunately I think at those prices you wouldn't get our residents to go. I think Thanksgiving is sold out at the River Club because of its low price, \$40 for adults. I and my wife occasionally go to brunch at the River Club; rarely for dinner. We go out to eat 2-3 times a week. We like good food and are willing to pay for it. I don't think the residents here are willing to pay high prices. I don't know what the answer is but one suggestion would be for the CDD to set up a committee to go around to other communities similar to the Venetian and find out if there clubs are successful and if so what are they doing right. Thank you again.

\*\*\*\*\*

Boy did you hit the nail on the head.

The River Club is just part of the overall incompetence of the CDD. The POA is a bit better but have their issues.

I think that we need a General Manager to run the entire place with direct reports from a CDD manager and POA manager. They would be responsible for the day to day operational requirements.

The elected CDD and POA are political bodies and operate much like a city council. Budgets etc. They are inefficient at best at operating a large facility like the VGRC.

This can be fixed and you are on the right track.

\*\*\*\*\*

How refreshing it is to have someone state things as they truly are. We have stopped going to the restaurant all together because of the quality and the price. We were humiliated when he brought our financial planner from out of state thinking we were going to give him a special meal. We haven't returned since.

Another concern I have is that the powers that be seem to override the majority voices of the community. Two things come to mind.

1 - pickle ball. A group wanted it and overrode the voices who opposed to it, which were in the maturity. It is very a expensive addition and we have to pay for it.



2 - dog park - another expense. From my vantage point the dog park is being pursued to offset those who are opposed to pickleball and are dog owners.

Majority voices appear to be ignored. I have sat in meetings, where arrogance was very very evident from the "in" group.

\*\*\*\*\*

Two thoughts. I understand there is a committee to scrutinize food services. What is their input?

Also why hire a company like Vesta. Why not give it to a qualified chef?

\*\*\*\*\*

As a resident for four years, the increase in CDD fees were never explained until your email. Subsidizing a restaurant we rarely use for reasons you cited is ridiculous.

Thank you. A dog park is clearly appropriate given how many dog owners exist.

\*\*\*\*\*

Boy did you hit the nail on the head.

The River Club is just part of the overall incompetence of the CDD. The POA Is a bit better but have their issues.

I think that we need a General Manager to run the entire place with direct reports from a CDD manager and POA manager. They would be responsible for the day to day operational requirements.

The elected CDD and POA are political bodies and operate much like a city council. Budgets etc.They are inefficient at best at operating a large facility like the VGRC.

This can be fixed and you are on the right track.

\*\*\*\*\*

Thank you for taking the time to send out the info on the VGRC. When we moved here in 2018, the River Club was the vibrant hub of this community. It was one of the main reasons we moved here. Since that time we have seen many poor management choices and a CDD that has not held the management companies accountable. Like you I have attended many of the meetings. It gets to be very frustrating when the resident voices don't seem to be heard.

When the River Club has events, especially those with entertainment, they are always a sellout. It makes sense if you are getting 4 diners on a Saturday evening to do something else to bring

more people in. We have food trucks selling more food than our restaurant. It makes no sense. Vesta has been told over and over that we need events and not always with a buffet. Yet we are lucky if there is one per month. I don't count those Thursday dinners/buffets as an event. I was shocked when Vesta had gotten another 3 year contract after underperforming and not meeting their goals time and again.

The food costs have been an issue for quite some time and there is always an excuse as to why they can't be completed.

I think our chef has talent and I think he tries very hard. That said, I think Vesta, keeps him on a very short leash. I would rather pay more for better food and not a buffet. The brunch buffet is fine and I think it is still a good value.

I did not receive your email. It was forwarded to me by a friend

.....  
Thanks for your email ! I was unaware of these issues with the River Club. We too stopped going there due to the prices and the fact we can get better food/drinks at a lower cost at several nearby establishments. We would love to support the River Club (we are going there for Thanksgiving dinner since it is a convenient buffet) and hope there is a succesful turn around to keep it afloat .

I also agree that residents should have all the facts about a proposed dog park prior to a yes or no vote. BTW, I am in favor of it as are my neighbors with dogs!

Thank you again for your email and continuing efforts to promote the best outcomes for our wonderful community.

.....  
A long email message, but well said! You hit the issue on the head. I too, have looked at this from a business perspective and wondered what our management company AND management team have been doing...besides not overseeing the "business". As a former CEO of a very large business, I would have fired these people long ago.

Your burger example is a great one, and having visited the VRC for the new haply hour menu their first night and Asian night the following night with two other couples, my wife and I are beyond disappointed. While the food was good, the decisions made by management to mange costs make no sense. As an example, we drink Ketel One vodka as do MANY other residents, only to be told they no longer have Ketel and will only carry house vodka and two others, neither of which is the biggest seller. Drink prices have gone to \$10++ putting a drink over \$12 for something you don't even want. Guess what, chasing residents away.

Thank you for your attention to this!

.....  
Thank you so much for taking time out of your busy schedule to provide this very informative communication

I would suggest that not very many of us realised that we, as home owners, are subsidising the River Club at a rate of \$400.00 per household. This information has not been clearly communicated out to residents.

I value your statement as to accountability on the part of Vesta. I have attended, via zoom, many of the meetings when Vesta has been asked for costs associated with running the restaurant - food, staff, etc and each time the Vesta representative has agreed to provide same. If Vesta is unable to deliver what should be basic information then why is Vesta still running the River Club ?

If the menu items were slightly less expensive we definitely would dine at the Tikki bar or restaurant on a more regular basis. Sadly, when we have visited the Tikki bar service has been terrible. On our last visit - earlier in the year - we waited 45 mins for our drinks. As you can imagine, we have not returned.

Thanks again and I hope you get lots of positive feedback

.....  
excellent report that's see if they are able to follow directions to success. someone needs to get off there a-- and start working.  
.....

Absolutely agree.

I've been a Condo owner for 5 years. My husband passed away XXXXXXXXXXXXXI intend to review my housing situation in 2024.

River Club is a failing business despite the "potential" support of 1300 families.

The failure is simple to explain.

1. Poor management
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4. Poor quality

I sincerely hope that you are successful in reversing the trend.

Let me know how I can help

.....  
I agree 100%. Thank you for your two cents. The board is stale and ineffective. Time to clean house and put competent people in charge. There is zero accountability with the staff, managers, and everyone else. Pick any day and walk around the club. The staff is not working, looking for free food from us, on their cell phones and facebook. It is ridiculous and over-staffed. We do have some genuinely good people there, but they are few and far between.



Thanks again, hopefully we can implement change.

.....  
Thank you for a well thought out email. I agree that the River Club is pricing itself out of the market.

I don't agree with a dog park as that has already been rejected. Also, we don't want to add the extra expense and personnel. There will be a dog park in the new Venice park down the road.

.....  
My husband and I have lived at XXXand do go to the River Club occasionally. I agree with what you have brought up. I do not have any business background but I do have one extra concern. I was told years ago that there was a lot of food waste. I feel that a plan needs to be considered to balance what they buy with what is actually used and then sold. Also if we have a lot left, do we have a plan to donate or is that too hard to do?

I am glad that you are both experienced and taking an active interest in making the River Club profitable and enjoyable for our community.

.....  
Thanks for taking the time to write your email. That is the kind of analysis that should be made.

When David Lusty was on the VCDD, he was the lone member with any experience with running a restaurant and he was alone on the VCDD. Since David left, there has been no expertise.

Next year there will be 3 Supervisor positions on the VCDD up for election. I hope you will be a candidate.

By the way, without regard to the price of food at the River Club, I think the food is terrible. If there are 10,000+ restaurants in Venice/Sarasota, our River Club is near the bottom.

.....  
XXXXX sent this to me. Thanks for taking the time to point these things out in a logical way.  
You're my vote for the CDD when you run!

You can add me to your distribution list, as well as our home email we share

.....  
Excellent points and from what I know everyone shares your views!  
.....

Good afternoon Richard, at least you speak your mind. First the club and restaurant, tiki bar ECT... It is my understanding that a private club does not ever make a profit. Anywhere period! I believe the quality of the food, meals, service could be a lot better and they have been improving on those issues. On the dog park, I believe we have enough challenges already with current amenities. Case in point, club, restaurant quality of food, and tiki bar. Not to mention we just built pickle ball courts, and the noise debate has not even started about them. Dogs are welcome on our existing sidewalks and pathways on a leash with dog owners cleaning up after them. We already have a good system for dogs in place. I DON'T believe a dog park is going to

benefit our community as a whole. The City of Venice is building a huge park on Laurel Rd that has a large dog park included. The City Dog Park down the street is a very good option for dog owners, at no extra cost to us in The Venitian Golf and River Club. Anyway that's my two cents, have a good day. Thank you for being part of the ACC committee.

Richard, here is another two cents. I guarantee if they increase the quality of the food, increased participation will follow. Then they can start adjusting prices. I had a poor meal there the other night. Again thank you for your service and for listening.

.....  
Thank you for your thoughts, they are very well said. Several others in the community did not receive it so I forwarded it to them. Perhaps the email ended up in their Junk Mail. Anyway, it is certainly worth sharing. I hope you will continue to stay involved in VGRC as we need the new views and ideas on improving our River Club and Community. It used to be a great place to go for cocktails & meals, including Sunday Brunch & Holidays. Now we don't attend any. Their soup & salad bar was outstanding & affordable, Pre Covid. The food there isn't bad, it's just more expensive than going elsewhere! Perhaps a change in management company would be a good start?

.....  
I love your email!

You sound like you are on the exact same page as Jill!

~ I hope you run for a CDD seat when the opportunity arises. It is quite apparent that a couple of those good old boys have never run a business.

It would be SO nice for the RC to be a place where we would all want to gather for good eats, adult beverages and great company.

The only thing I would add is that there should be security cameras in key areas of the club.

Please include me on your mailing list. My husband forwarded this to me.

Thanks!!!

.....  
Here's what I have so far. I contacted about a dozen neighbors; I know at least 2 emailed you directly.

BTW, I did some additional thinking and honestly, it is not primarily the prices that keep us from frequenting the River Club nowadays, although certainly a factor. We've been residents since 2015 and we used to go for dinner often. The management was excellent; in fact, the manager at first always came over and asked how the food and service was. We knew the staff and they knew us. And the food was much better. The last few times we ate there - in 2021 and 2022 - I said I felt like I was eating in an Assisted Living/Old Folks (which we are!) home! One Thanksgiving, I think it was 2021, we were asked if we wanted doggie bags to take home the left overs. The Turkey was believe it or not Turkey Loaf. I started laughing and told them "I wouldn't feed this to my dog". The waitress said, "yes, I know, a lot of people complained."

So it's a combination of things that keep us from being regulars but we will give it a try this Thanksgiving. Keeping fingers crossed but not setting expectations way too high!

Thanks again for all you do!

\*\*\*\*\*



*I did read Richard's message about the state of affairs at the River Club last week. I was shocked to see that the Club is not profitable with the prices they charge!! Mike & I do not go there very often either because of the prices. We recently went there for brunch and were surprised that the advertised price for Sunday brunch is \$16.95, however, that price DOES NOT INCLUDE COFFEE!!! So, if you have coffee with your meal, it is an additional \$3.00 per person which actually brings the price to \$19.95. It will have to be a special occasion for us to plan to dine at the Club in the future.*

*Anyway, you know I agree that we need a dog park in the Venetian (it would make it an easier decision for me to get another dog)!!!*

\*\*\*\*\*

*I'm certainly in favor of a dog park here.*

\*\*\*\*\*

*I don't know a lot about accounting but I do know how to count. Frankly, XXXX & I don't eat at the club because it's too expensive. We loved the drinks and food at the Tiki bar several years ago but they cost a lot more now. I would never pay the \$80 + tip to eat Thanksgiving dinner at the club. We can eat the same meal with close friends and sit in a nice home for hours without paying even half of that amount."*

.....  
XXXX told me you were "spot on" re: your comments on the River Club.

\*\*\*\*\*

*" Our thoughts about the River Club are exactly The same as yours and Richard Goodman's. "*

\*\*\*\*\*

I am glad to see an individual has called this sloppy ineffective management to task  
I am "seasonal" but make numerous trips to Venice on and off season . More importantly I have seen the pathetic over priced offerings and can share numerous disappointing encounters with the restaurant. I am a minority owner of 4 Florida restaurants , have worked in the front and kitchen of high volume restaurants in college , my son manages a restaurant in Bradenton so I have some insights I would like to share

1 the front of the house has some good employees who seem to be trying their best but are destined to fail due to poor scheduling/ management

TWO OF THEM WERE TOLD THEY WOULD BE FIRED FOR DISCUSSING THOUGHTS ON THE MATTER WITH RESIDENTS

FYI - I asked them pointblank for thoughts about why things did not seem to be working

2 one of our issues is that home owners have been disconnected from expressing what they want to make this venue their "go-to " option

Raising prices to counterbalance low volume is a viscous cycle / especially when the product / service is inferior and only chases off repeat customers ( 1-2 bad experiences will devastate repeat business )



3 happy to discuss ideas and engage in the process if requested but our model as designed is doomed to failure if not changed

.....  
*read Goodman's email and also recognize River Club's issues since the beginning (2005) of this community. It is nothing new. We brought in this community for these amenities and knew the cost to run the club.*

*The accrual accounting is a great idea to accurately account for our expenses and income.*

.....  
XXX was kind enough to forward your comments, Rich, to people within the development that may have not received your email. I read your previous email and wholeheartedly agree with the observations. I have voiced the same observations with other residents as well as with one of the previous chefs and previous individual responsible for the restaurant. I suggested reducing the prices on the menu to see if the volume increased. Obviously those comments had no affect. In addition to the two increases in the cost of the Sunday brunch this year I was surprised when I was charged \$3.00 for myself and my guests each glass of OJ when they were previously included in the brunch.

Almost every restaurant has to offer many more entrees than ours' does as well as covering all of their expenses in order to make a profit. Our restaurant has a limited menu with no overhead and loses money annually. It's clear that something is wrong.

I hold Vesta responsible for not having taken some action to develop some plan to correct the significant shortfall with running the restaurant. Ultimately, however, it is the Venetian Board's responsibility to take Vesta to task.

I would hope that your email will spark enough interest with our residents to demand some action to be taken to at least try something to reduce the subsidy.

.....  
I didn't get your "My VGRC Thoughts" Email directly, but it was forwarded to me by a friend.

I am prepared to give you some feedback. My reply will be lengthy since I have been closely involved in these issues. Let's go issue by issue.

Dog Park – Based on your comments to the CDD Board, they are revisiting the dog park issue, and a Committee has been formed to "study" the matter. The dog park issue has been taken off the table since it was denied 3 years ago, and there has been little interest in a dog park until you brought it up.

Prediction: The Dog Park Committee will not find a suitable location for a dog park because we don't have one. We are a completely built-out community with no room to spare. The only possible location is in the west end of the golf club parking lot which is owned by Heritage but the space isn't really big enough to accommodate a good dog park. When you build a dog park, you have to build 2 dog parks:

(1) for larger dogs over 30 lbs., and (2) one for smaller dogs. It is doubtful whether Heritage will allow adog park to be built there because it takes away from the Golf Club parking, and they are

not in the dogpark business. That site would require a costly demolition to remove the pavement and relandscaping.

There will be a strong pushback from those residents who live closeby on Treviso who are opposed to anything being built there.

The only other possible site is on Pesaro under the Florida Power and Light (FP&L) power lines. The location is not a good choice because it requires a PUD amendment, a re-zoning and a special contract from (FP&L) that controls the easement. The VGRC owns the land but FP&L controls the use of the land.

All power companies want their easements to remain "free of any structures or obstructions" due to continual power line maintenance and for emergency access during and after storms. Little if anything is ever built in the easements. Many people have a fear of congregating under the power lines.

Four years ago the a CDD Committee determined the only possible location for pickleball courts and a dog park was in the FP&L easement on Pesaro under the power lines. They spent over \$30,000 on engineer and attorney fees in advancing that plan. Andy Cohen, the CDD lawyer, negotiated a very restrictive contract with FP&L for use of the easement area.

The contract had several limitations. The biggest limitation was that FP&L could decide "at any time" to reclaim the easement with just a phone call. That meant that the CDD would have to demolish what was built there and return the property to a "before" condition at the CDD's expense. In other words, the CDD would lose their entire investment and in addition have to pay for demolition and clearing. This was a huge gamble to take since FP&L does maintenance there all the time and any hurricane would surely require use of that area since it is close to the power substation on Laurel Rd

In addition, the contract stated that no curb stops (cement bars to stop cars moving forward) were allowed to be constructed, and no buildings or sheds were permitted. Accordingly, restrooms could not be built at the site, and Porta Pottys were out of the question. The contract passed ALL liability for any accidents or injuries that happened there to the CDD. In total, it was a very bad idea.

The plan angered nearby residents on Pesaro Drive, Medici Terrace and Savona Way and about 160 of them formed a coalition that wrote letters in opposition to the CDD, the City Planning Commission, the City Council, and testified forcefully in opposition at all city hearings. This plan was overwhelmingly denied by the City Planning Commission and the City Council three years ago. In the final stages of the hearing, the CDD tried to sever the dog park as a separate vote to at least come home with a partial win. The vote on just the dog park was handily defeated by a 6 to 1 vote.



Embarking on a plan to put another dog park in this location is foolhardy, and a waste of time any money because it will have to come before the City agencies again and the same objections will be there. Since the CDD lost over \$30,000 on that misadventure they will not try that again.

New Laurel Park - The new park on Laurel Road will have a dog park as one of the planned amenities along with 8-pickleball courts, restrooms, a playground, a fitness area and a walking path, with 27 parking spaces and restroom facilities. That new park will be just down Laurel Road across from the Treviso apartments. The City of Venice builds good parks and amenities and I am sure it will be built to good standards to satisfy all users of the park. The dog park will be first class.

Milano Dog Park - Another choice for you and your dog park friends would be to make a deal with the Milano Community on Jacaranda to share their much underused dog park. In the last 4 years since I have lived here, I have never seen more than 2 cars there. Most of the time nobody is there. That park has 2 separate sections (1) one for dogs over 30 lbs. and the other section (2) for smaller dogs and a parking lot with 6 spaces. And there are tented bench areas for sitting in the shade while the dogs play.

You could share the dog park maybe by alternating times or days of the week and charge dog owners a membership fee to cover shared expenses there.

Their dog park is under the FP&L power lines but all of the details have been worked out in the original PUD and they did not need a PUD Amendment, a rezoning, and additional approvals by the city at a later date. It is also far enough from homes to lessen resident complaints.

Dog Park Popularity - While it may seem to you and your dog friends that a dog park would be very popular here I believe quite the opposite is true. While walking around our streets with my wife, I asked 25 dog walkers 3 years ago if they would take their dog to a dog park when the Pesaro dog park was being considered. Of the 25 folks I asked, only one said "Yes" and one said "maybe". The rest said "No" or were hesitant. My survey isn't an official survey but it gave me a sense of how popular a dog park in the VGRC would be. Personally, I am not a dog owner, and I thought the idea of a dog park, would be more popular with dog owners, but it wasn't.

When I asked those people why they wouldn't take their dog to a dog park, I got the following answers:

☐ Fear of alpha or vicious dogs. Not all dogs or breeds mix well when together.

☐ Fear of catching other dogs' diseases, health problems, and skin problems.

☐ Worries that other dog owners don't watch their dogs and don't pick up after them because they were inattentive and not aware their dog defecated in the park.

☐ Fear of uncleanness. When dogs are released in the park, they sniff around for locations where other dogs have urinated or defecated, and they do their business in those same spots. Some dogs even roll around in those smelly areas to get the odor and residue on their coats.

☐ Most people felt like they would have to give their dog a bath after visiting a dog park before they would let the dog jump on the couch and feel comfortable petting them.

☐ Fear of injury when running around or being chased by other dogs.

☐ Vets say younger dogs can be traumatized by older more aggressive dogs in a communal area like a park and carry those psychological impacts for the rest of their lives.

☐ Older dogs do not enjoy the dog park. Many just lay down and wait to go home.

☐ Dog parks require constant maintenance – Cleaning, sanitizing, fixing holes that dogs dig etc.

Sad but true is the fact that the only exercise many of our dog owners get is walking their dogs a couple times a day. Dog parks don't appeal to them. If they didn't have a dog that had to go out a few times a day, they wouldn't get any exercise for the day themselves. Their dogs force them to exercise.

Another indication of dog park unpopularity is apparent in the Milano Community of about 700 homes., Their dog park is rarely used. Check it out for yourself. Very few use their dog park.

River Club – Yes, the RC has lost money on several functions due to bad management decisions. That's the way it is. Some years lose more money than other years. Keeping the loss down is the goal.

The VGRC Resident Population – In making any changes at the VGRC, you have to realize who our population audience is. Making blanket decisions about changes is inappropriate and meaningless unless you understand your market. We have a very limited population to draw from. We have 1377 housing units, and about 2,500 residents when everybody is here, which is not most of the time. Since our gates are not open to the public, our audience population is limited to our own residents who live here. We're a like small town that restricts outsiders.

What our Community is Not – We are not a community of young, smiling, physically fit, happily retired folks that gloss the pages of the where to retire magazines and advertisements for adult communities. Our community is more realistic of the older population that we are. While our community is not a limited to 55 years and older, we are a community where about 75% of our residents are over 66 years old and retired.

Most or many of our residents:

☐ Never go to the River Club or use the facilities for any reason.

- ☐ Go home when the sun is going down or it's time for dinner
- ☐ Have dinner early and go to bed early.
- ☐ Are snowbirds and maintain residences elsewhere. Some homes are vacant all year long except for a week or two, or a few days here and there.
- ☐ Have limited or restricted diets and prefer to eat at home where they can control exactly what they eat. Salt and fat intake is a big concern for older folks and many of us take pills for those conditions. Eating a hamburger and French fries at any price is not appealing to many folks because it conflicts with a healthy diet and the doctor's advice.
- ☐ Prefer to eat at home and socialize at home with select friends or relatives on occasion. Some folks here have very limited or even no social lives due to health conditions or the death of a spouse and sadly they live alone.
- ☐ Have our own pools and never use the River Club pool, or take part in activities at the pool, or at the Tiki Bar because we can float and have drinks at home.
- ☐ A good number of residents do not drink alcohol or drink beer or wine.
- ☐ Never or seldom go to the Tiki Bar or even care about the Tiki Bar. Those that do go don't go frequently. It's only a select few of the same people that meet and congregate there from time to time to drink and socialize.
- ☐ Don't frequent the River Club for meals. Sunday brunch is the most popular meal event at the club. When residents do go to eat at the club, they are usually meeting friends and dine together or they bring visiting relatives. They go for the camaraderie, not the food.
- ☐ Many prefer to dine at local restaurants, not just for the food, but for the ambience and for specific menu items.
- ☐ Some residents don't eat at local restaurants or attend events outside our community at all.
- ☐ Many just lead quite lives at home with a few friends who come to visit now and then and they are quite happy in their retired lives, their televisions, internet, and phone calls with family.
- ☐ Many residents have limited physical abilities and have had hip and knee replacements, and other operations and conditions that limit their ability to function in a normal active life.
- ☐ About 200 have a golf membership.



☐ A good number of the golfers eat lunch at the golf club because it's close to the golf course and the view upstairs is very scenic. The restaurant is also open for evening meals from Wednesday to Friday and the menu selection is quite attractive. Some of our golfers belong to Mission Hills Country Club and golf and eat there to save on golf membership fees. Their dining room overlooks the golf course and is quite an attractive setting. A membership is required.

Meals at the River Club - You have to realize that our club is only open for lunch and dinner three days a week, and for Sunday brunch. There aren't a lot of chefs or staff who only want to work only part time 3 days a week and on Sunday. The chefs we do get seem to be in transition and only stay for a few months because they want more steady constant reliable better-paying employment.

Tiki Bar – The Tiki Bar was recently renovated to comfortably accommodate a few more people. It replaced an older ageing structure. Regardless of what you do, you are never going to get a lot of people coming to the Tiki Bar for drinks, to eat, or to just hang out. As mentioned, our residents are older people who prefer to hang out at home, or with some close friends in their comfortable lanais. In addition, they do not want to pay higher prices for drinks when they can have the same beer, wine, etc. at home for store bottle prices in a more comfortable setting. The Tiki bar is not a destination.

I agree that the prices of a hamburger etc. should be close to that offered outside the VGRC. However, I don't think the price of the hamburgers determines how many burgers are sold. Most folks here are not overly concerned about food prices as long as they are reasonable. This is an upscale community full of above average incomes that look for quality rather than price.

Our older residents tend to stick with their usual drink choices of beer, wine, scotch, etc. It's the younger crowds that like the exotic cocktails, the hanging out with friends, hanging out at the bar, and staying out at night. When the sun goes down, most people here go home.

### Business Management

Should the River Club be run as a Business? – No. I don't agree that the River Club should be run like a business because it is not a business. However, we can cut down on subsidies with good planning, good staffing, and vendor review.

The River Club is not a Business - A business is formed to make a profit by filling a need. Businesses make profit and loss decisions in order to maximize profits and minimize losses. That being said, if the River Club was a business they would either make the dining room profitable or close it; the tennis courts profitable or close them; the Tiki Bar profitable or close it, etc. We would wind up with nothing open because fees generated by these amenities do not pay for their operation and they never will. That's just the way it is based on our limited older population of less than 2,500 people at the most. Our active audience is just not large enough to create the volume necessary for a profit.



The River Club is a Service Provider - By contrast, The River Club is a government organization that is in the business of providing SERVICES, not profits. Our dues go to providing those services, and repairs. Those services are not profit centers and must be subsidized. With our limited older active population, they will never become profit centers.

It would be nice if the River Club dining room could become less reliant on subsidies and I believe they are moving in that direction. Buying food in bulk was one of the important cost savings that Vesta has now put in place. Putting together better menu items would certainly bring some more folks to the club to dine. Prices should be competitive or discounted as an incentive to dine here rather than go out. Special events are very popular and should be encouraged.

Tennis - One way that River Club revenues could be increased would be to charge for tennis memberships like most other communities that have tennis courts do. FYI - We are the only community nearby that has ANY tennis courts. Willow Chase has only 1 court. There are no tennis courts in the Milano, Cielo, Aria, Vicenza, Palencia, or the Venice Woodlands communities. The Plantation (Rockley Rd. and Center Ave,) charges about \$1,000 a year for a tennis and social membership. Some of our tennis players have memberships there and prefer to play there and use their dining room.

We have about 250 people who like to play tennis here. We employ a full-time tennis pro and a small staff which we subsidize. Over \$70,000 was just spent to refurbish the tennis courts which had been neglected for several years. A membership price of just \$300 each would offset the subsidy by \$75,000!

But there will be huge pushback from the tennis players trying to convert them to a paying membership. Even the mention of paying for tennis is enough to generate loud opposition from them. We have more amenities than any of the newer communities in Northeast Venice. We are the only community in this area that has an active golf course, tennis courts, a lap pool and River Club and Golf Club with activities and meals, our own mailboxes and a manned security gate. All the communities I mentioned previously only have a shell for a clubhouse and offer no activities. They advertise "no CDD fees" and "low HOA fees" to attract buyers who want to buy here and escape the cold winters elsewhere. With low fees as revenue they have to keep their amenities and staffing to a bare minimum. Our community is different. When WCI built the Venetian, they included every amenity they could think of at the time because they advertised and sold homes here as the premier community in western Florida. We also have a CDD fee that amounts to about \$5,000 a year for each of us and is used to subsidize our several amenities that other communities don't have.

A more successful River Club can be achieved, but realize it will only be within the boundaries of our older limited population. Accordingly, small changes can result in better club use and increase participation in some River Club events. Other communities should be consulted to find out how they fare with dining and amenity costs and how they generate increased interest and club revenue. We should experiment with those small changes to see if they make a

difference here. We certainly can take lessons from other communities that are running their clubs in a more successful manner and implement some of those successes here if they make sense.

\*\*\*\*\*

Timothy W. Carr  
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November 13, 2023

Venetian Community Development District  
CCD Board of Directors  
C/O Richard Bracco, Chairman  
**(By Hand)**

Gentlemen

Please find my thoughts and opinions below for your use and action.

- **Tennis Rule 13 Reinstatement for calendar year 2024**

It is my opinion, and the opinion of many others, as attached, that the Tennis Rule 13 be reinstated. I performed an unofficial survey of the tennis players that actually use the courts. My finding were that **80 people said YES** to reinstatement while only **3 said NO**. I crossed referenced the tally and removed all duplicate votes. You will find the documents attached from this survey. We have a Tennis Amenity; we are not a Tennis Club. Many residents are getting blocked out of prime court time due to the suspension of this rule. **I urge the board to reinstate rule 13.**

- **Mr. Booker's outburst of October 09, 2023 RASC Meeting.**

I find Mr. Booker's outburst at the beginning of the October 09, 2023 RASC meeting disturbing. His words, statements, and actions should disqualify him from this committee. To openly threaten a Volunteer Committee Member with expulsion was inexcusable as well as the words that he also directed at me. His attempted overreach and manipulation of the committee's work makes him unfit to serve on this committee. Threatening a Committee Member because of his dislikes in their findings and work is inappropriate, inexcusable, and outright shameful. This would be equated to Jury or Witness tampering in a court of law as Mr. Booker has no vote on this committee. Although he later apologized, it is obvious that he is bias in his opinions on this committee and is not working for the residents and users of the Racquet Sports Amenity. **I urge that Mr. Booker resign from his role on the committee or the board removes him immediately.**

- **River Club event of November 10, 2023**

Although a very successful event for the River Club, this was one of the most mismanaged events to date. We strive to attend and support the club, as we are subsidizing it at a ridiculous amount of money each year. We showed up at approximately 6:20 PM for a 6:30PM seating for 8 people in our group. We were told upon arrival that it is "Open Seating" and to look for empty seats. Well there were no empty seats. Who goes to a dinner with Live Entertainment, Eats, and



leaves. Nobody does as your own table of supervisors didn't leave. We later find out that an email was sent out by the river club at 5:45 PM saying "Open Seating" Feel free to show up anytime. This was a completely mismanaged event and an embarrassment to the River Club.

- **Sidewalk Maintenance**

A few weeks ago, an acquaintance on mine had a fall on the sidewalk near the Golf Club due to an uneven and shifting sidewalk. As a walker myself, I began to take more notice of the disrepair of the sidewalks within the Venetian. I would venture to say that there are hundreds of areas where the sidewalks are shifting, uneven, cracked, have holes in them, as well as many other defects. It appears that this has been going on for quite some time with no notice or remediation efforts to the areas of disrepair. Most of the defects can be seen while walking, not driving by. Please address this issue.

- **\$1,000.00 Tax assessment**

It is my understanding that the latest \$1,000.00 Tax Assessment that was levied by this board was put into the General Fund. These monies should be separated from the General Fund and put into an earmarked fund for their intended use so it does not get squandered for Pork Barrel items.

- **CDD Board Meeting Time**

It is my opinion that the CDD Board Meeting Times should be shifted to **6:00 PM**. By holding all meetings at 09:30 AM, you are not giving the opportunity to have people that work to physically attend the meetings. This time also disqualifies anyone from running for the board that works during the day. That is unfair to these residents. We are not a 55 and older community and we have residents of all ages living here. Board meetings should be available for all to attend.

Respectfully Submitted,



Timothy W. Carr

Cc. Ken Smaha  
Cheryl Terrana  
Ernest Booker  
Jill Pozarek  
Belinda Blandon (Rizzetta)  
Andy Cohen (District Counsel)

Timestamp	Should Rule 13 be Reinstated	Name	Email Address	Email Address
11/8/2023 16:16:21	Yes	Tim Carr	twcarr@gmail.com	twcarr@gmail.com
11/8/2023 16:23:14	Yes	Al Vibonese	vibonese12@gmail.com	vibonese12@gmail.com
11/8/2023 16:24:49	Yes	Pat Appolonia	Patapp10@gmail.com	patapp10@gmail.com
11/8/2023 16:29:50	Yes	Nicole Hargreaves	Nicole@Hargreavesteam	nicole@hargreavesteam.com
11/8/2023 16:38:30	Yes	Jan Kitzmiller	jankitzmiller@comcast.net	jankitzmiller@comcast.net
11/8/2023 17:10:09	Yes	Linda Summers	Lindasummers53@gmail	lindasummers53@yahoo.com
11/8/2023 17:12:28	Yes	Mary Abbruzzese	maryabz47@gmail.com	maryabz47@gmail.com
11/8/2023 17:46:07	Yes	michael wendroff	wendroffm@gmail.com	Wendroffm@gmail.com
11/8/2023 18:36:52	Yes	Margie Layman	margaretlayman15@gmail	margaretlayman15@gmail.com
11/8/2023 18:44:20	Yes	Mark Kreighbaum	mark.kreighbaum@gmail	mark.kreighbaum@gmail.com
<del>11/8/2023 19:00:31</del>	<del>Yes</del>	<del>Jan Kitzmiller</del>	<del>Jankitzmiller@comcast.net</del>	<del>jankitzmiller@comcast.net</del> Duplicate
11/8/2023 19:37:47	Yes	Didier Van Den Berghe	Didiervdb@yahoo.com	didiervdb@yahoo.com
11/8/2023 19:41:17	Yes	Diane Herman	diherman45@gmail.com	diherman45@gmail.com
11/8/2023 19:44:42	Yes	Klaus Blache	kblache@utk.edu	kblache@utk.edu
11/8/2023 19:46:02	Yes	Michele Blache	kmbkayak@aol.com	kmbkayak@aol.com
11/8/2023 19:49:03	Yes	Richard Herman	rherman41@gmail.com	rherman41@gmail.com
11/8/2023 20:11:59	Yes	George Christie	Gchristie1714@gmail.com	gchristie1714@gmail.com
11/8/2023 20:31:54	Yes	Ken Iwanusa	Yes	keniwanusa@yahoo.com
11/8/2023 21:22:15	Yes	Suzanne Williams	Suzgarwill52@gmail.com	suzgarwill52@gmail.com
11/9/2023 8:33:43	Yes	James summers	Summersj4@gmail.com	summersj4@gmail.com
11/9/2023 10:30:24	Yes	Jim Kelley	jimkelley1@aol.com	jimkelley1@aol.com
11/9/2023 11:40:04	Yes	Diane Wendroff	dwendroff@gmail.com	dwendroff@gmail.com
11/9/2023 12:10:01	Yes	Mark Puccia	pucciam1@gmail.com	pucciam1@gmail.com
11/9/2023 15:07:53	Yes	Alan Lands & Cheryl Lan	alands4@comcast.net	alands4@comcast.net
11/9/2023 16:06:55	Yes	Art Bouquet	Artbouquet@comcast.net	artbouquet@comcast.net
11/9/2023 16:24:10	Yes	Shelley Elovitz	Swelovitz @gmail.com	swelovitz@gmail.com
11/9/2023 16:59:39	Yes	Ann Wright	awright141@gmail.com	awright141@gmail.com
11/9/2023 17:11:40	Yes	Christopher Briggs	k.briggs@starpower.net	k.briggs@starpower.net
11/9/2023 17:21:59	Yes	Jane Morris	Missjane165@comcast.net	missjane165@comcast.net
11/9/2023 17:28:00	Yes	Barbara Jasper	bammabarb@gmail.com	bammabarb@gmail.com
11/9/2023 17:57:57	Yes	Hildee Ryan	hildeepryan@gmail.com	hildeepryan@gmail.com



Timestamp	Should Rule 13 be Reinstated	Name	Email Address	Email Address	
11/9/2023 18:00:35	Yes	Deborah Smith	debsmith51@gmail.com	debsmith51@gmail.com	
<del>11/9/2023 18:05:08</del>	<del>Yes</del>	<del>Jan Kitzmiller</del>	<del>Jankitzmiller@comcast.net</del>	<del>jankitzmiller@comcast.net</del>	
11/9/2023 18:22:25	Yes	Bruce Smith	bcan52@yahoo.com	bcan52@yahoo.com	
11/9/2023 18:51:19	Yes	Marcie Rose	Marcieann26@gmail.com	marcieann26@gmail.com	
11/9/2023 18:58:47	Yes	Jeri Quinn	loft1000@aol.com	loft1000@aol.com	
11/9/2023 19:10:08	Yes	Marcia Bending	Mbending@comcast.net	mbending@comcast.net	
11/9/2023 19:23:52	Yes	Pam Greer	greer59@gmail.com	greer59@gmail.com	
11/9/2023 19:27:58	Yes	Hinda Kelley	hikelley1@aol.com	hikelley1@aol.com	
<del>11/9/2023 19:53:12</del>	<del>No</del>	<del>Susan</del>	<del>Sagaglia@msn.com</del>	<del>sagaglia@msn.com</del>	Duplicate 1-Y 1-N
11/9/2023 19:58:33	Yes	Patricia Schwartz	Pattipres@gmail.com	pattipres@gmail.com	
11/9/2023 20:25:24	Yes	Linda Bouquet	Artbouquet@comcast.net	artbouquet@comcast.net	
11/9/2023 21:15:30	Yes	Cheryl Lands	Cheryllands@comcast.net	cheryllands@comcast.net	
<del>11/10/2023 7:34:08</del>	<del>Yes</del>	<del>Diane Herman</del>	<del>dihorman45@gmail.com</del>	<del>dihorman45@gmail.com</del>	Duplicate
11/10/2023 7:48:32	Yes	Tom Sonick	tsonick@yahoo.com	tsonick@yahoo.com	
11/10/2023 7:56:57	Yes	Pat Carr	Patacarr@gmail.com	patacarr@gmail.com	
<del>11/10/2023 8:37:18</del>	<del>Yes</del>	<del>Richard Herman</del>	<del>rherman41@gmail.com</del>	<del>rherman41@gmail.com</del>	Duplicate
11/10/2023 10:26:24	Yes	Beverly Donovan	bevandduane@gmail.com	bevandduane@gmail.com	
11/10/2023 10:58:20	Yes	Fred Bass	fpbass57@gmail.com	fpbass57@gmail.com	
11/10/2023 11:10:53	Yes	MJ Weisert	mjweisert@me.com	mjweisert@me.com	
11/10/2023 11:19:00	Yes	Elin Maher	mahere@unb.ca	mahere@unb.ca	
11/10/2023 11:24:31	Yes	Judith Hynes	judithhynes416@gmail.com	judithhynes416@gmail.com	
11/10/2023 11:50:28	Yes	Robin Kivacs	Robin_kivacs@yahoo.com	robin_kovacs@yahoo.com	
11/10/2023 12:09:31	Yes	Livvy Faford	Livvymc@aol.com	livvymc@aol.com	
11/10/2023 12:14:24	No	Dee mirski	Dmacmir@verizon.net	dmacmir@verizon.net	
11/10/2023 12:26:09	Yes	Mary Thompson	marythompson@sympati.ca	marythompson@sympatico.ca	
11/10/2023 13:09:31	Yes	Rossana	Rorolachman@gmail.com	rorolachman@gmail.com	
<del>11/10/2023 13:09:46</del>	<del>Yes</del>	<del>Rossana</del>	<del>Rorolachman@gmail.com</del>	<del>rorolachman@gmail.com</del>	Duplicate
11/10/2023 13:13:56	Yes	Nina	naghmeazima@msn.com	naghmeazima@msn.com	
11/10/2023 13:16:57	No	Maureen Barnes	Mbarnesvt@yahoo.com	mbarnesvt@yahoo.com	
11/10/2023 13:58:14	Yes	tom clark	tomclark9315@gmail.com	tomclark9315@gmail.com	



Tim Carr 11-13-23 Tennis Rule 13 Survey Results Page 3 of 3

Timestamp	Should Rule 13 be Reinstated	Name	Email Address	Email Address	
11/10/2023 14:43:50	Yes	David Wildonger	Wildongerflorida@gmail.com	wildongerflorida@gmail.com	
11/10/2023 14:53:09	Yes	Rosemary Carlsen	rcarlsen11@gmail.com	rcarlsen11@gmail.com	
11/10/2023 15:57:06	Yes	Tom Trivison	tm.trivison@gmail.com	tm.trivison@gmail.com	
11/10/2023 16:07:40	Yes	Everett O'Bryan	Everett.Obryan@Gmail.com	everett.obryan@gmail.com	
11/10/2023 17:08:43	Yes	Lauren	Laurenagoggia@gmail.com	laurenagoggia@gmail.com	
11/10/2023 17:31:59	Yes	Carol Askwith	carolaskwith@yahoo.com	carolaskwith@yahoo.com	
11/10/2023 18:27:09	Yes	Vladimir Fridshtand	anv20011@gmail.com	anv20011@gmail.com	
<del>11/10/2023 19:56:18</del>	<del>Yes</del>	<del>Bruce Smith</del>	<del>bcan52@yahoo.com</del>	<del>bcan52@yahoo.com</del>	Duplicate
11/10/2023 20:28:09	Yes	Margie O'Hare	Marjohare@verizon.net	Marjohare@verizon.net	
11/10/2023 21:09:03	Yes	Keith Woodall	keithewoodall@hotmail.com	keithewoodall@hotmail.com	
11/11/2023 6:31:09	No	Paul Gress	PWGRESS@GMAIL.CO	pwgress@gmail.com	
11/11/2023 7:09:34	Yes	Sharon Rehm	Srehm157@gmail.com	srehm158@gmail.com	
11/11/2023 8:51:05	Yes	Peter Freitag	pfreitag29@gmail.com	pfreitag29@gmail.com	
11/11/2023 8:55:38	Yes	Cara Willems	carawillems@rogers.com	carawillems@rogers.com	
11/11/2023 8:57:42	Yes	Matt Powers	Mattpow6@gmail.com	mattpow6@gmail.com	
11/11/2023 9:20:48	Yes	Morena McCormack	Morenamcc@yahoo.com	morenamcc@yahoo.com	
11/11/2023 10:08:02	Yes	Roger Quinn	rogquinn@gmail.com	rogquinn@gmail.com	
11/11/2023 10:16:16	Yes	Tom Raven	tomraven@verizon.net	tomraven@verizon.net	
<del>11/11/2023 10:49:42</del>	<del>Yes</del>	<del>Susan Agogli</del>	<del>Sagoggia@msn.com</del>	<del>sagoggia@msn.com</del>	Duplicate 1-Y 1-N
11/11/2023 10:40:36	Yes	Audrey Peabody	audreypeabody1@gmail.com	audreypeabody1@gmail.com	
11/11/2023 15:51:32	Yes	Peter Kubica	pkubica@aol.com	pkubica@aol.com	
11/11/2023 16:52:34	Yes	Sue Donovan	Susandonovan70@comcast.net	susandonovan70@comcast.net	
11/11/2023 17:01:33	Yes	Ann Ballard	Jballlms@aol.com	jballlms@aol.com	
11/11/2023 19:01:54	Yes	Debbie Simmons	desimms3@gmail.com	desimms3@gmail.com	
11/11/2023 23:37:14	Yes	Ed Perry	eperry@merrittgraphics.com	eperry@merrittgraphics.com	
11/12/2023 13:01:23	Yes	Rosaline Bova	Rowport2@aol.com	rowport2@aol.com	
11/12/2023 13:17:37	Yes	Jennifer Olliges	Ojenny74@gmail.com	ojenny74@gmail.com	
11/12/2023 13:55:42	Yes	Mary Kean	maryskeyan@msn.com	maryskeyan@msn.com	
11/12/2023 18:01:10	Yes	Carol Hart	cayhart@aol.com	cayhart@aol.com	

Cdd please consider

Putting GREEN lights around the top of the palms the way you did two years ago for the holidays

Power wash entrance to River club Both left and right of the front entrance are filthy

Add lamps or some kind of lighting to the entrance walkways to the River Club. The walkway after sunset and after dinner is dark and a liability to the club if someone falls. I have brought this to the attention of those in charge often. 🖤

The landscaping bordering the River club parking at the Clubs main entrance needs to be done post lan

You are charging us per household \$1200 please let us see it in obvious places!!

The 2 lampposts post main entrance past the gate that fell during lan need to be replaced. Very dark

It was suggested at the casual POA meeting last week that we hire a company to Power wash the sidewalks of the community twice a year. I spoke to INTEGRITY PAVER WASHING COMPANY( Chris) who said he does other developments and could do ours.

His number: 941-223-1801

Please advise the Golf club that the "welcome center" grounds need planting at the corner This is the main entrance to our development and needs upgrading. It devalues our property

*more →*

We need to hire an experienced events company that can make weddings ,conferences, and other parties PROFITABLE.

You have stopped outside events but the dining room isn't open most Saturdays either!!!

Lastly many have asked me is the up charge on the taxes a one time event or is it permanent. ONE TIME CHARGE or not?

Thank you submitted November 12 2023

Leonore Pirrotti

# Tab 9

# VENETIAN COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · FT. MYERS, FLORIDA 33912 - (831) 933-5571  
MAILING ADDRESS · 3434 COLWELL AVENUE · SUITE 200 · TAMPA, FLORIDA 33614  
[venetiancdd.org](http://venetiancdd.org)

## **Operation and Maintenance Expenditures October 2023 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$187,601.15**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Venetian Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
AAACS LLC	100472	1256	Resurface Pickle Ball Courts 10/23	\$ 61,536.16
AMF Mark Mobile Welding, LLC	100475	2639	Weld Mail Box-09/23	\$ 100.00
AMF Mark Mobile Welding, LLC	100475	2642	Weld Mail Box- 09/23	\$ 100.00
ANJ Excavation LLC	100476	35	Irrigation Repairs 09/23	\$ 1,800.00
City of Venice	100477	44300-59516 09/23	Guardhouse - 101 Veneto Blvd 09/23	\$ 69.36
City of Venice	100477	76604-72272 09/23	Guardhouse - 101 Veneto Blvd 09/23	\$ 8.12
Clean Sweep Parking Lot Maintenance Inc	100478	52640	Street Sweeping 09/23	\$ 450.00
COMCAST	100473	8535 10 050 0435487 10/23	Guardhouse Phone & Internet 10/23	\$ 116.85
COMCAST	20231005-2	8535 10 050 0439604 10/23 ACH	Guardhouse Phone & Internet 10/23	\$ 350.58
Florida Power & Light Company	20231011-1	FPL Summary 09/23 Auto-Pay	FPL Summary 09/23	\$ 3,737.91
Frontier Florida, LLC	20231005-1	941-485-8500-120513-5 09/23 ACH	Field Manager Phone 09/23	\$ 328.39
Innersync Studio, Ltd	100474	21621	Website ADA Quarterly 10/23	\$ 384.38



## Venetian Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Landscape Maintenance Professionals, Inc.	100479	178620	Irrigation Repairs 09/23	\$ 465.00
Landscape Maintenance Professionals, Inc.	100479	178621	Irrigation Repairs 09/23	\$ 180.00
Landscape Maintenance Professionals, Inc.	100479	178622	Irrigation Repairs 09/23	\$ 180.00
Landscape Maintenance Professionals, Inc.	100479	178671	Irrigation Repairs 09/23	\$ 75.00
Landscape Maintenance Professionals, Inc.	100479	178882	Monthly Maintenance & Irrigation 10/23	\$ 27,737.08
Landscape Maintenance Professionals, Inc.	100479	178963	Irrigation Repairs 09/23	\$ 1,000.00
Landscape Maintenance Professionals, Inc.	100479	179088	Pest Control Services 09/23	\$ 750.00
Persson, Cohen & Mooney, P.A.	100480	4236	Legal Services 09/23	\$ 3,892.00
Rizzetta & Company, Inc.	100466	INV0000084027	Assessment Roll Preparation FY 23/24	\$ 5,570.00
Rizzetta & Company, Inc.	100467	INV0000084124	District Management Fees 10/23	\$ 6,642.42
Rizzetta & Company, Inc.	100468	INV0000084232	Personnel Reimbursement 09/23	\$ 7,535.88
Rizzetta & Company, Inc.	100470	INV0000084258	Cell Phone 09/23	\$ 50.00

## Venetian Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Rizzetta & Company, Inc.	100471	INV0000084320	Amenity Management & Personnel Reimbursement 10/23	\$ 8,218.66
Schappacher Engineering, LLC	100481	2511	Engineering Services 07/23	\$ 2,943.57
Schappacher Engineering, LLC	100481	2546	Engineering Services 09/23	\$ 5,700.00
Solitude Lake Management, LLC	100482	PSI020801	Lake Monthly Maintenance 10/23	\$ 4,321.00
Southworth Solutions, LLC	100483	1430	Software License Fees 10/23	\$ 224.00
Universal Access, LLC	100484	AAAI1999	New Motor 09/23	\$ 1,524.75
Universal Access, LLC	100484	AAAI2001	Maintenance 07/23 - 09/23	\$ 900.00
Universal Protection Service, LLC	100469	14694501	Security Services 07/28/23-08/31/23	\$ 39,253.16
Venetian CDD	DC102323	DC102323	Debit Card Replenishment	\$ 827.00
Venetian CDD	DC102623	DC102623	Debit Card Replenishment	\$ 428.18
Water Boy Inc.	100485	419868	Water Delivery 09/23	\$ 15.00
Water Boy Inc.	100485	21106453	Water Delivery 10/23	\$ 36.70

**Venetian Community Development District**

**Paid Operation & Maintenance Expenditures**

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Water Equipment Technologies of Southwest Florida LLC	100486	22829	Weekly Entrance Fountain Maintenance 09/23	\$ <u>150.00</u>
<b>Total Report</b>				<b>\$ <u>187,601.15</u></b>

# Tab 10

**VENETIAN COMMUNITY DEVELOPMENT DISTRICT**  
**502 VENETO BOULEVARD, NORTH VENICE, FL 34275**  
**FACILITIES ADVISORY COMMITTEE MEETING**

**October 3, 2023 Minutes**

Attending:

Mark Kissinger, FAC Chair  
Bob Ruffatto, FAC Member  
Bob Crane, FAC Member  
Tim Carr, FAC Member  
Bill Phillips, FAC Member  
Jill Pozarek, VCDD FAC Liaison  
Andrew Kail, River Club General Manager  
Miles Cleary, Maintenance Supervisor  
Ruth Cordner, Resident & POA Board Member

1. Call to Order: Meeting called to order by Mark Kissinger at 3:00 pm.
2. A quorum was present.
3. Minute Approval: The September 5, 2023, FAC Minutes were approved unanimously on a motion by Bob Ruffatto and seconded by Bob Crane.
4. Maintenance Related:
  - Monthly river club maintenance items attached.
  - General Contractor bid related to the river club bell tower roof repair, cleaning and painting will be forthcoming.
  - GC will also provide quote for painting of River Club exterior.
  - Miles Cleary confirmed he continues to document daily, monthly and quarterly maintenance activities on the FAC spreadsheet logs.
  - The FAC will continue to submit a monthly asset condition review to note maintenance items needing attention.
  - To speed meetings, the Maintenance Supervisor will only address significant items.
5. Public Comment: POA Board member, Ruth Cordner noted that residents are concerned about the dirty appearance of the River Club Roof and the dilapidated look of the former Welcome Center. Residents know the welcome center building is owned by Heritage Golf Group but hope the BOS will address. The FAC will ask Vesta to obtain a price to clean the RC roof.

6. Pool Bar Protection: The FAC and Vesta recommend a fabric pool bar enclosure to enhance security and minimize damage during storms.

The FAC evaluated proposals from Storm Smart and Jansen Shutters. The committee favors Storm Smart's lifetime fabric warranty, self-manufacturing of the product and the lack of a middle seam on the front screen. However, its pricing is higher than Jansen by \$7,000. Bob Crane was asked to follow-up with Storm Smart. The FAC recommends the purchase of Storm Smart automatic roll down fabric screens if it can be installed for \$22,000 or less.

	<b>Storm Smart</b>	<b>Jansen</b>
Fabric Warranty	Lifetime	10 Year
Motor Warranty	5	5
Labor Warranty	1	1
Turnkey to include Permitting	Yes	Yes
Labor Rate	\$130/Hr	??
Days to Install	3	3
Time to Manufacture	10-12 Wks	12-14 Wks
Wind Speed Protection	180 mph	210 mph
Manual Override	Yes	Yes
Screen Seam if > 18'	No	Yes
Install Days	3	3
Vendor makes the Product	Yes	No

7. Upcoming Capital Needs:
- Pool Heater Replacement
  - Men and Women Locker Room Renovation: FAC will help develop a request for proposal on replacement of hardware, countertops, sinks and toilets.
8. Mike Craychee, a resident expert, will be asked to provide additional information about pool heaters.
9. The FAC discussed roof tile problems noted by Crowther Roofing. Vesta will ensure all repairs are completed. Because roof replacement is a significant upcoming expense, the FAC will attempt to clarify the timing and cost of this expenditure.

Minutes submitted by Mark Kissinger

**Facilities Committee next meeting scheduled for:**

**Tuesday, November 7, 2023 - 3pm at River Club**



**Venetian Community Development District  
502 Veneto Boulevard  
North Venice, FL 34275  
Fitness/Pool Advisory Committee (FPAC)  
Meeting Minutes-October 18, 2023**

**Attending Members:** Richard Derby, Livvy Faford, Cyndi Sniezek, Nancy Spokowski, Mary Taylor.

Terese Deneweth, Assistant Club Manager, and CDD liaison, Ernest Booker were also in attendance.

**Call to order:** Nancy Spokowski called the meeting to order at 10:00 AM. Quorum was established. No members of the public were in attendance.

Prior minutes from 9/20/23 approved.

**Discussion Items:**

Trisha from FITREV attended to discuss Audio Fetch, a Bluetooth platform for the Fitness Center. The device hooks into the TVs through an audio output and power cords near the machines allowing the user to listen to the TV of their choice by connecting to Wi-Fi and downloading the app. The platform is the size of a deck of cards. The total cost for the five TVs is \$2865.15 which includes delivery, installation, and ongoing support service. The committee asked if Audio Fetch had clients in the area so it could see how it works, but Trisha said that there are no clients close by.

There is \$31,000 in 2023/24 budget for replacement of fitness equipment, which is not enough to replace everything. Nancy suggested that before the committee spends the money on Audio Fetch, it should get quotes on what it would cost to replace all the equipment. As newer machines may include personal TVs, this would eliminate the need for Audio Fetch. As FITREV is owned by Precor and Trisha is a Precor dealer she will work with Terese on a quote, which would include a credit on trade ins. Terese will also get quotes from other vendors as well as investigate whether buying or leasing makes more sense.

We currently have 5 Life Fitness Treadmills, 4 Precor Elliptical Machines, 2 Life Cycle Recumbent Bikes, 1 Matrix Rower, and 1 Life Cycle Recumbent Bike.

As \$31,000 will not cover all the costs, FPAC will do a survey of which equipment is the most used. The survey will last 2 weeks and begin Nov. 1. Nancy will create a spread sheet. Staff will record usage during business hours with FPAC volunteers covering early morning hours – 5 to 8 a.m. and weekends.

**Old Business:**

- A. The expense of new pool furniture was approved. Delivery time is 10 weeks. We do not have a delivery date yet as Terese asked them to waive the delivery fee

and is waiting for a revised invoice. The committee asked Terese to please follow up on the invoice so that we can expedite the 10-week wait, which will bring us well in to season.

- B. The Facilities Committee is getting quotes from Stormsmart and Jansen for Tiki Bar shutters to address security issues and protection from storms. FPAC asked to be consulted to ensure screens blend in with the current aesthetic of the tiki bar and pool area. The committee agreed that they prefer a fabric screen to metal shutters.
- C. The \$2,000 approved by the CDD for the purpose of expanding fitness classes to pre-Covid levels – from 27 to 29 - was never added to the budget. The committee decided to keep going as is, and over the next few weeks, evaluate if the current schedule is meeting resident needs.
- D. The new fitness class schedule began in October and the 4 indoor class limit per resident will be enforced. Classes will be added or cut from the current schedule depending on attendance. The committee asked that Vesta send out another communication about class limits and encourage residents to sign up for classes on Sundays. Studio classes will increase to 18 people at the discretion of the instructor. Terese will update the sign-up sheet to include 18 slots.
- E. Paula's 50/50 class will be renamed Mat Stretch & Sculpt to accommodate residents asking for a gentler alternative to Cardio Sculpt.
- F. Cyndi will work with Stephanie on the RC website as it needs to be updated to include committee meeting minutes and other changes regarding pool and fitness.
- G. Ernest reported that an audit of VGRC's Access Card System and RFID is on the CDD's next meeting agenda.
- H. Regarding the status of pool attendants, Terese reported that she is in the process of hiring a new person and figuring out 7-day- a -week coverage since Carlos has left.
- I. Terese met with Dave, the tennis director, Yumi and Catherine to determine how their hours would be divided between tennis and fitness. Terese reported that Dave's contract does state that he would have staffing, but it doesn't say how much. Terese said the contract expires Jan. 1.
- J. Miles continues to work on scrubbing pool tiles. A schedule is now in place. A communication will be sent to residents that the pool will be closed from 8:00 AM to 10:00 AM one day per week for maintenance.

#### **New Business:**

- A. Livvy and Nancy's terms on FPAC will expire at the end of 2023. Nancy agreed to stay on as chair for another term. Livvy will retire. The committee asked her to reconsider as she is especially important in matters concerning the resort pool.
- B. There will be no Run into the New Year 2024 as Cyndi will be away.

#### **Next Meeting and Adjournment:**

Next meeting to be held Nov. 15, 2023

Meeting adjourned at 12 PM

Minutes submitted by Mary Taylor

**Venetian Community Development District  
502 Veneto Boulevard  
North Venice, FL 34275  
Landscape Advisory Committee  
Meeting Minutes September 18h, 2023**

**Attending Members:** Joe Spallina, Lynn Matson, Keith Livermore, Harry Wildman

**Absent:** Kit Briggs, Cheryl Terrana ( on the phone ) Debbie Gerike/Absent

**Call to Order:** 11:02am

**Discussion items:  
Old Business**

LMP Maintenance practices were discussed in reference to Livvy Fafords email and Keith assured us there were no issues,

3. LMP was recommended to do the parking lot planting with a revised quantity on the plant list.

4. A discussion was had on the Padova Hedge estimate. It was tabled until the next meeting.

asked Harry to review the area.

5. A discussion on gaps in the entrance area especially behind the middle monument.

6. Joe mentioned he had a meeting scheduled with jay Pitman from the golf course.

7.Planting estimates between LMP and Troys Tropics were discussed with a possibility of awarding Troys a small area to see how they perform.

**A. Minutes approved from July meeting**

**New Business:**

**Next meeting and Adjournment:**

- **November 6th at 11:00AM**
- **Meeting adjourned at 12:31PM**

**Minutes submitted by Harry Wildman**

Venetian Community Development District  
502 Veneto Boulevard  
North Venice, FL 34275  
Racquet Sports Advisory Committee (RSAC)  
Meeting Minutes – October 9, 2023

Attending Members: Pat Hinsch (PH), Mark Faforde (MF), Paul Ryan (PR), and Joe Spallina (JS)

VCDD Board Liaison: Ernest Booker (EB)

Staff: Dave Freiman (DF), The Tennis Connection

1. Call to Order: Meeting was called to order by Chairperson PH, at 2:00 pm. She indicated that Brenda Mike (BM) would be attending later. PH acknowledged two guests in the audience: Andrew Kail, General Manager, and Julie Cortina, Vesta Management.

2. Establish Quorum: A quorum was established with four members present. With Sandy Nick (SN) and Karen Wilson (KW) joining by phone and a quorum established, PH made motion that they be allowed to participate in any votes. MF seconded the vote and passed 4-0. PH noted several items: 1. All RSAC Minutes have been restored and archived with the assistance of Sidney V. 2. She also noted that MF did a great job putting together the ball machine review of fees that was not discussed at the last meeting. Due to the agenda items to be covered, the ball machine discussion is tabled until the next meeting. 3. JS had suggested a site visit of the pickleball courts by the members. Because of time restraints, it was suggested for the site visit to occur at the upcoming Workshop.

3. Approval of Minutes September 18, 2023: With no stated corrections to the minutes, a motion was made by PH and seconded by JS to approve the minutes as submitted. The motion passed 6-0.

4. Liaison Statement: EB indicated that everyone would need to sign the new waiver form. Plus, an audit of the RFID and access cards is expected to be done. MF asked about Tab 12 from the CDD agenda – how to define a family member. EB said it was accepted by the attorney at the CDD meeting. PH also expressed concerns that the River Club rules does not match up with the tennis rules. EB said at the next CDD meeting, they will begin the process to review and finalize fees over the next two meetings. The review of charging a fee for the ball machine will be discussed in the upcoming Workshop.

5. Public Comment:

Pat Appolonia – Presented screen shots of past activity on tennis calendar. She said it was odd that activity was retro – filled in from Jan to July. Pictures were provided of the shade sails – one black, one brown with one that resulted in almost a year

(including summer) of no shading until one found by maintenance in the shed. Picture provided of court 2 totally dry on Friday and was that way for two days – concern of court safety. Lastly, concerns of assistant tennis pro giving lessons and not certified.

Tim Carr – Provided a list to PH of his remarks: concerns of no refunds of tennis event when canceled due to club closing early, different teams allowed with various age groups, no email of all the teams, court 5 blocked out in mornings and not utilized, names should be listed on the reservation taking a lesson, talked about the pavers being done but unsure of status of light switching being corrected.

Dave Freiman (DF) addressed the concerns from Pat and Tim. Discussions ensued with the members and Dave of matters not addressed appropriately. JS was concerned that items coming in front of the committee before addressing with DF. MF indicated lively debate should be welcomed as all will not agree. Ultimately, Ernest Booker had to step in to say we need to bring harmony back to the committee. He reminded all to not be so disruptive but lean towards being more positive. While addressing concerns from Tim, Ernest apologized for using the term “side kick.”

#### 6. New Business:

##### A. Tennis Director's Report: DF stated the following:

- i. New Men's league team resolved.
- ii. Sunshades are up.
- iii. GM has two quotes for fencing repair.
- iv. Summer recap – Ran the 3.5 Mixed with Plantation Golf and CC.
- v. Reviewed several ideas/suggestions from the Focus group session putting in place:
  - a. Reviewed email sent covering events for Oct and Nov on tennis calendar.
  - b. Ongoing to improve tennis court conditions (court 2 issue).
  - c. Commitment to open up court 5 three days out with no clinics from 8-9:30 two days a week. Thursdays will be one of those days.
  - d. Trying to be available as much as possible.
  - e. New maintenance employee added, grooming of courts from 5:00 am to 8:00 am and works in the afternoons.
- vi. Pickleball – ordered bulletin board, attended conference on injury prevention and safety. Additional items to be reviewed under item 6B.

##### B. Pickleball – to be provided by Sandy

##### C. Discussion to eliminate Addendum to Rule 18 – PH reviewed addendum to allow up to four non-residents rated 4.0 or higher to join a Venetian team. The captain would obtain approval from the Tennis Director. The ladies decided against forming a team as wanted more than four non-residents. A Men's team captain is not abiding by the terms put in place. PH made a motion and all members voted in favor of rescinding the addendum. EB will present it at the next CDD meeting. Also, a reminder that no Guests are allowed to play on a Venetian team.

- D. Court 5 usage analysis – Prior to the review, PH asked MF for a clarification on the email sent over the weekend regarding the ball machine. MF explained why the email was sent, and that DF misinterpreted the email. In the end, DF apologized for his email reply to MF.

JS expressed concerns that a lot of emails are going back and forth with all members listed. Perhaps, it should be directed only to DF. EB said there should be a reduction in emails. Also, he expressed again that while all may not agree, there needs to be more harmony with members and Director to resolve concerns. MF gave a quick review of court 5 usage. His conclusion was to keep the 9:30 time slot for clinics/lessons.

But, to eliminate the 8:00 to 9:30 am slot. DF reminded all that two days a week that court 5 will be opened from 8 to 9:30 with no lessons. Also, MF suggested that resident names be included on the reservation.

7. Old Business:

- A. Update of Leagues 2023 – 2024 Season, and Summer 2023 Interclubs – No new updates.
- B. Tennis Shop – PH tabled for the next meeting.

8. Next Meeting Date – November 13, 2023

9. With no other business, a motion was made by PH, and all agreed to adjourn the meeting at 4:25 pm.



**Venetian Community Development District  
Reserve/Finance Committee Meeting  
Meeting Minutes – September 18, 2023**

**Call to order** – 2:03 PM

**Attending members:** Jerry Jasper - Chair, Fred Baughman, Mark Middlebrook  
Ken Smaha - VCDD Liaison, David Moy, Don Regier via Conference Call

**Public Comments:** Nancy, Fitness Committee Chairperson comments are incorporated in the body of the meeting.

**Approval of Prior Minutes:** Motion by Mark Middlebrook, seconded by Fred Baughan that minutes of May 15, 2023 be approved. Carried

**Old Business:**

Reviewed the balance of the Reserve fund to manage an expenditure of \$122,000 for new pool furniture. To save money, Nancy from the Fitness Committee suggested buying direct from the manufacturer for \$90,000 - \$100,000 or refurbishing current furniture for \$55,000. The ultimate decision would be up to the River Club management, fitness and CDD. Reserve Committee confirmed there was enough money in the budget to purchase the furniture in the 2023/2024 year.

Reviewed updating the Custom Reserves' Study that is currently in use. Options are to have an update without a site visit (\$3,500.00) or with a site visit (\$5,400.00). It was agreed that as a result of inflation, increase in cost of goods an **onsite visit** would be the best option. Motion was unanimous to have the site visit study started as soon as approval is reached by the board of supervisors. Ken Smaha will present at the October CDD meeting.

Three months of investments were reviewed. The committee was pleased with the \$32,533.82 earned. Efforts should be made to work closer with Dana Investments to further maximize returns.

**New Business:**

The July financials showed nothing out of the ordinary. The timing of River Club salaries was delayed in posting but should level out in August 2023. Contract employee expenses are is shrinking and trending in the correct direction.

The 2023/2024 budget did not raise any concerns

**Motion to Adjourn:** 3:30 PM, All in favor

**APPROVED: October 16,2023**

**VCDD Reserve/Finance Advisory Committee  
Meeting Minutes \_ October 16, 2023**

The meeting was called to order at 2:05 p.m.

In attendance were committee members Mark Middlebrook, Fred Baughman, Jerry Jasper, and BOS liaison Ken Smaha.

The September 18, 2023, meeting minutes were approved as written.

Ken Smaha reported that the BOS had approved proceeding with the Reserve Study update as recommended by the Reserve/Finance Committee. An updated agreement with Custom Reserves in the amount of \$5,400 was being prepared.

A discussion took place regarding how best to collect data for the updated studies. There was broad consensus that input from River Club management, advisory committees, the district engineer, and the field manager should be solicited. Ken and Jerry will coordinate the River Club and general fund inputs, respectively. Jerry will write to the committee chairs and others to be involved advising them of the process.

A general discussion took place regarding the August 2023 financials.

Fred advised that they are in the process of selling their home and moving back to the northeast. The BOS will need to appoint a replacement for Fred.

The meeting was adjourned at 2:55 p.m.

**APPROVED: November 20, 2023**

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

**Attending Members:** Diane Bazlamit, Joe Browne, Linda Cautero, Livvy Faford, Pat Jones, Sarah Quinn and Kathy Thomaston. Also present were River Club staff members: Andrew Kail and Terese Deneweth. CDD liaison Cheryl Terrana (via phone).

Call to order: Linda Cautero, Chairman, called the meeting to order at 10:01 AM.  
A quorum was established. Minutes of the September 13 meeting were approved as written.

**Public Comment:**

No comments from the public.

**Discussion Items:**

**Committee Comments:**

- A. Sarah reviewed previous committee minutes that included target dates for Vesta:
  - February, staff should be available for Saturday night tiki and dining room.
  - March, the committee was looking for printed drink menus.
  - April, request for two staff at the tiki bar for food and beverage which needs to include busing the tables.
  - June, First Friday should be reinstituted with entertainment and order off the menu. No free appetizers needed.
- B. Livvy was pleased with new menus that are now offering a casual food variety and separate happy hour menu with appetizers and discount drink prices. We are moving in the right direction.
- C. Joe was appreciative that most of various committee minutes were finally posted on the RC website.
- D. Linda was concerned about the low numbers of residents participating in Sunday brunch and dinners.
- E. Kathy was wondering if the Sunday brunch price was too high due to low attendance for the last several months.

**Management Report from Vesta:**

- A. Andrew stated there is no way to do a less expensive brunch for residents. They have scaled back somewhat but they cannot lower the price. Ala carte is an option that some residents may like but then wages for servers will be "through the roof" and it is very difficult to still hire servers at this time. Pricing is a real issue when you factor in food and service.
- B. Andrew and Terese stated that drink specials are being rolled out Wednesday thru Saturday and possibly Sunday too. Appetizer and drinks will be offered for happy hour both inside and the tiki bar and pricing will be the same.
- C. Terese added staff at the tiki bar: one bartender and one server that will take orders at tables and lounge chairs. They will also bus tables so that seating will be available all evening. Terese noted that we still need four part time servers.
- D. First Friday with entertainment (and residents will be able to order off the menus) will return in January 2024.

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

- E. Discussion continues regarding the large inventory of older wine ordered by previous management company and the need to creatively move it from inventory.

**New Business:**

- A. Committee thought the new wine prices recommended by Vesta were priced too high. Prices seem to be higher at the RC than local restaurants. For example, a 33% increase in a month, of just one popular Chardonnay that has been on our menu for several years. These prices are for a six ounce pour versus a nine ounce pour.
- B. Thanksgiving event is sold out for both seatings on Thanksgiving Day. Andrew added a seating for the day before, Wednesday, and in addition, has a time slot for pick up of "to go orders." Suggested that the tiki bar should be open until 5:00 pm on Wednesday with a limited lunch/happy hour menu as many residents have family visiting for the holidays. Holidays are very busy at the tiki and pool area.
- C. Upcoming events include: Fall Back into Season – DJ, Holiday Dinner Dance – Booty Shakers, NYE- Shawn Brown Band. Price of this band is \$5000 which puts a burden on the RC entertainment budget (band was contracted by previous GM). There will need to be a subsidy to get residents to join this event at a price that will offset the high cost of the band in order to break even. Also planned for early 2024 are tribute performers Tina Turner and Frank Sinatra.
- D. Vesta should have ordered holiday decorations for the RC. The RC will need to be decorated immediately after Thanksgiving to be ready for the holiday season.
- E. Luncheons discussed: Toys for Tots, Mother's House, Valentines High Tea, Fashion Show, Twig. SDC requested that all luncheon pricing be a similar price structure.
- F. Discussion regarding a possible luncheon or event that would cater to the male population. Perhaps a sports celebrity meet and greet, bourbon tasting, etc. Joe will consider further.
- G. Question raised was if Vesta is responsible for some of the cost overruns on events, bands, etc., will they assist with a subsidy? The answer from Vesta was "no."
- H. SDC requested that Vesta plan entertainment a year in advance to secure good local entertainment at a reasonable price, then build the events around the entertainment.

**Liaison Report:**

- A. Cheryl said the BOS approved an updated reserve study to be completed.
- B. Facilities Committee is looking into a security/weather roll down shade mechanism for the tiki bar.
- C. Legal opinion obtained that family members must reside in a VGRC household or be a house guest to use the RC amenities or otherwise they are considered a "guest." Further discussion will ensue at the next BOS meeting regarding the RFID system and the Ciltadella gate.
- D. The remainder of the purchase of the pool furniture was approved by the BOS.

**Next Meeting and Adjournment:**

Next meeting to be held on November 13, 2023

Meeting adjourned at 11:39 AM.

Minutes submitted by Livvy Faford