VENETIAN COMMUNITY
DEVELOPMENT DISTRICT AGENDA
January 9, 2017 at 9:30 a.m.

To be held at the Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275.

District Board of Supervisors  Jerry Jasper  Chair
                                      Harry Orenstein  Vice Chair
                                      David Lusty  Assistant Secretary
                                      Susie Lentile  Assistant Secretary
                                      Richard Bracco  Assistant Secretary

District Manager  Belinda Blandon  Rizzetta & Company, Inc.
District Counsel  Andrew Cohen  Persson & Cohen, P.A.
District Engineer  Rick Schappacher  Schappacher Engineering, LLC

All Cellular phones and pagers must be turned off while in the meeting room.

The District Agenda is comprised of five different sections:

The meeting will begin promptly at 9:30 a.m., with the first section which is called Public Comment. The Public Comment portion of the agenda is where individuals may comment on matters for which the Board may be taking action or that may otherwise concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called Business Items. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors’ discussion, motion and vote. The third section is called Business Administration. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fourth section is called Staff Reports. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called Supervisor Requests and Comments. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. Agendas can be reviewed by contacting the Manager’s office at (239) 936-0913 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

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

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.
AGENDA

The regular meeting of the Board of Supervisors of Venetian Community Development District will be held on **Monday, January 9, 2017 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. **PUBLIC COMMENT**
3. **DISTRICT ENGINEER STAFF REPORT**
4. **BUSINESS ITEMS**
   A. District Counsel – CDD 101 Workshop (Sunshine Law Update) Tab 1
   B. Discussion Regarding Fitness Fees
   C. Discussion Regarding Efficient Use of Meeting Time
   D. Appointment of River Club Committee Members
   E. Appointment of Audit Committee
   F. Update on Traffic Enforcement Workshop
   G. Discussion and Consideration of Egis Insurance Proposal......... Tab 2
   H. Consideration of Proposals for Replacement of River Club Kitchen A/C ................................................................................. Tab 3
   I. Consideration of Resort Pool Pump Replacement............... Tab 4
5. **BUSINESS ADMINISTRATION**
   A. Consideration of the Minutes of the Board of Supervisors’ Meeting held on December 12, 2016 ........................................... Tab 5
6. **STAFF REPORTS**
   A. District Counsel
   B. River Club
   C. Field Manager
   D. District Manager
7. **SUPERVISOR REQUESTS AND COMMENTS**
8. **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, P.A.
I. **SUNSHINE LAW:**

Provides a right of access to government proceedings. All public agencies including community development districts are subject to the Sunshine law.

Sunshine laws are set forth in Fla. Stat. § 286.011 and Art. 1, Sec. 24 of the Florida constitution. The Sunshine law extends to discussions and deliberations taken by a public board and is applicable to any gathering (formal or casual) of two or more members of the same board or commission to discuss some matter on which foreseeable action will be taken by the public board or commission.

**3 BASIC REQUIREMENTS SET FORTH IN FLORIDA STATUTES § 286.011.**

1. Meetings of the public must be open to the public;
2. Reasonable notice of such meetings must be provided; and
3. Minutes of the meeting must be taken.
MEETING:

1. The Sunshine law applies to meetings between individuals who are members of the same board. It applies equally to elected and appointed boards.

2. Meetings with agency staff are not ordinarily subject to the Sunshine law unless staff ceases to function in a staff capacity and is delegated authority normally within the public agency’s discretion (i.e., committee composed of staff to select a District Manager, District Attorney, Auditing firm). Advisory Committees are subject to Sunshine laws.

3. Discussions between a public board and its attorney are subject to the Sunshine law. However, some discussions between public boards and its attorney are exempt (i.e., when the discussions relate to pending litigation and are conducted in a proper shade meeting).

4. A limited exemption from the Sunshine law also exists for discussions between the Management and the elected body of the public agency for collective bargaining (i.e., labor/union negotiations).

5. Members of a Community Development District Board can meet socially, provided that matters which may come before the board are not discussed.

MEETINGS OPEN TO THE PUBLIC:

6. In 2013, the Florida Legislature passed Florida Statutes § 286.0114 which now requires that the public be provided with a “reasonable opportunity” to be heard on a matter before the board takes official action. The statute provides for the recovery of attorney’s fees for violations of this provision.

7. The board may adopt rules relating to the orderly conduct of public participation at public meetings or hearings. This includes time limits.

8. When there is a public hearing or quasi-judicial hearing, then the public always has a right to participate. Time limits may be imposed in these hearings as well.

9. Public meetings cannot be held at any facility that discriminates on the basis of sex, age, creed, color, origin, or economic status.
REASONABLE NOTICE:

10. Reasonable notice of all meetings must be provided. According to the Florida Attorney General, the definition of “reasonable” depends on the facts of the situation and board involved. Florida Statutes § 189.417 requires special districts to advertise notice of their meetings in a newspaper of general circulation at least seven (7) days prior to the meetings unless there is an emergency.

11. The Sunshine law does not mandate that an agency provide notice of each item to be discussed through a published agenda. However, last year the Florida Legislature made some significant revisions to the special district chapter of the Florida Statutes to require that agendas for meetings and workshops, along with any meeting material available in an electronic format, be posted at least 7 days before each meeting or workshop. Importantly, this requirement does not prevent amendments to the posted agenda. See, Fla. Stat. § 189.069.

MINUTES:

12. Written minutes of all meetings and workshops must be recorded and open to the public for inspection. The minutes do not need to be a verbatim transcript and do not have to be approved to be released.

CONSEQUENCES OF SUNSHINE VIOLATIONS:

13. Criminal penalties are possible for any member of a board or commission who knowingly violates the Sunshine law. Such individual may be guilty of a misdemeanor of the second degree punishable by a fine not exceeding $500 and/or a jail term of not more than 60 days. Fla. Stat. § 286.011(3)(b).

14. In some cases, the public official who is indicted for any misdemeanor arising out of his/her official duties, may be removed or suspended from office.

15. The Sunshine law provides that a fine not exceeding $500 may be imposed for unintentional violations (noncriminal infractions).

16. Reasonable attorney’s fees “shall” be assessed against any board or commission found to have violated the Sunshine law.

17. Board action resulting from Sunshine law violations is void.
VOTING CONSIDERATIONS:

18. Included in the Sunshine law is a requirement that all members of an elected body present at a meeting where official action is to be taken vote and not abstain. The official may only abstain if there is a conflict of interest as recognized by Florida’s Ethics law.

OTHER HELPFUL WEBSITES:

Florida Statutes and Constitution available online at:
http://www.leg.state.fl.us/statutes

Florida’s Attorney General’s Government in the Sunshine Manual:
http://myfloridalegal.com/sunshine

II. PUBLIC RECORDS LAW:


Article I, section 24 of the Florida Constitution states:

Every person has the right to inspect or copy any public record made or received in connection with the official business of any public body, officer, or employee of the state, or persons acting on their behalf, except with respect to records exempted pursuant to this section or specifically made confidential by this Constitution.

Florida Statute § 119.011(12) defines public records as:

“Public records” means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.
PUBLIC RECORDS:

1. Public records include all materials made or received by an agency in connection with official business which are used to perpetuate, communicate or formalize knowledge.

2. There is no “unfinished business” exception to the public inspection and copying requirement of Chapter 119, Florida Statutes.

3. The public records act includes records contained and stored in a public agency's computer. Computer records are subject to public inspection unless a statutory exemption exists which removes the records from disclosure.

4. Email messages made or received by local government officials in connection with official business are public records and subject to disclosure in the absence of a statutory exemption. Private emails stored in government computers do not automatically become a public record by virtue of that storage.

5. Communications on social networking sites (Facebook, Twitter, MySpace, YouTube, Flickr, and LinkedIn), blackberry “pinning”, and text messaging may be considered a public record when communications relate to official business of the local government. Content of the communication is the determining factor.

6. Budgets and financial records are public records.

RIGHT TO INSPECT/COPY:

7. Any person is authorized to inspect and receive copies of public records. The requesting party does not have to have a special or legitimate interest. Requests do not have to be made in writing.

8. The records custodian of the agency or his/her designee is responsible for making public records available for inspection and/or copying “at any reasonable time, under reasonable conditions”. Fla. Stat. § 119.07.
9. Fees may be charged pursuant to the statute for copying costs and special service charges for “extensive use” of clerical or supervisory labor, or “extensive” information technology. Fla. Stat. § 119.07(4)(d).

EXEMPTIONS:

10. There is a temporary exemption from the public records for sealed bids or proposals received by an agency pursuant to a bid or request until the agency provides notice of its decision or within 10 days after the bid is opened, whichever is earlier.

11. Attorney-client communications between an agency and its attorneys are subject to a public records law exemption for a limited period of time when there is litigation pending. Only those records which reflect a “mental impression, conclusion, litigation strategy or legal theory” are protected from disclosure. At the conclusion of the litigation, the records become public.

12. Some personnel records may be subject to the public records law. However, social security numbers are confidential and exempt from disclosure and may only be released under a narrow set of circumstances.

13. Any exemption from the public records law must be stated in writing. Fla. Stat. § 119.07(1)(e). The public records law is construed in favor of open government, so exemptions are strictly construed.

14. Certain personal information about certain professions, firefighters, current or former judges, prosecutors, public defenders, hearing officers, code enforcement officers, juvenile probation officers, paramedics, etc. is exempt from disclosure. Fla. Stat. § 119.071(4)(b)(2)(b).

15. Within the past 3 years, the Legislature has clarified that contractors who perform certain types of work on behalf of a government are also subject to the Public Records law. The law now requires certain statements relating to the contractor's records obligation to be included in all contracts for services. Fla. Stat. § 119.0701.
CONSEQUENCES OF PUBLIC RECORD VIOLATIONS:

16. A criminal penalty for any member of a board or commission who knowingly violates the Public Records law is guilty of a misdemeanor of the first degree. Fla. Stat. § 119.10.

17. In some cases, the public official who is indicted for any misdemeanor arising of his/her official duties, may be removed or suspended from office.

18. The Public Records law provides that a fine not exceeding $500 may be imposed for noncriminal infractions.

19. If a civil action is filed against an agency and the court determines that the agency unlawfully refused to permit a public record to be inspected or copied, the court shall assess and award attorney’s fees against the agency responsible for the reasonable costs of enforcement including reasonable attorney’s fees. Fla. Stat. § 119.12.

CAUTION:

20. Lorenzo v. City of Venice, Case No. 2008 CA 8108 SC (Fla. 12th Cir. Ct. Oct. 7, 2009) – Judge Robert Bennett ordered the City of Venice to pay $777,114.42 in attorney’s fees and costs to the Plaintiff’s attorney. This judgment (for just the Plaintiff’s attorneys’ fees and costs) is one of the highest and most costly judgments entered against a local government for violations of the Public Records and Sunshine Laws.

21. Citizens for Sunshine v. Susan Chapman, Case No. 2013-CA-7532NC (Fla. 12th Cir. Ct. 2016). City Commissioner Susan Chapman was alleged to have committed a violation of the Sunshine law when she attended a meeting in 2013 with area business owners, city leaders and another sitting commissioner relating to homelessness in downtown Sarasota. Judge Brian Iten ruled after a 2-day trial that Chapman’s decision to attend the meeting with another city commissioner did not technically constitute a Sunshine law violation, but stated that those holding public office should “always endeavor to avoid even the appearance of impropriety”. To date, the City of Sarasota has spent over $350,000 in attorney’s fees defending Chapman in this litigation. The Judge’s ruling is up on appeal to the Second District Court of Appeal (Case No. 16-3173).
22. *Barfield v. Robin DiSabatino and Manatee County*, Case No. 2013-CA-000810. Commissioner DiSabatino and Manatee County were sued for Commissioner DiSabatino’s alleged violation of the Public Records Act in 2013. Because both the individual and local government were named as co-defendants, the Manatee County Attorney’s Office declined to represent the Commissioner individually. The Commissioner hired her own attorney to defend her interests against the action before ultimately settling out of pocket for $6500 with the Plaintiff. In total, the Commissioner incurred $30,000 in attorney’s fees and settlement costs and then sought reimbursement from Manatee County. The Manatee County Commission denied her request for reimbursement. That denial has led to a new lawsuit about whether the County should reimburse the elected official when a suit is “settled”. *DiSabatino v. Manatee County*, Case No. 2016-CA-002483. There is both a statutory and common law right for public officials to seek legal fee reimbursement from the local government that they served when they successfully defend themselves in litigation arising out of the performance of their official governmental duties and when it serves a public purpose. *Thornber v. City of Ft. Walton Beach*, 568 So. 2d 914 (Fla. 1990). This will be a case to watch!

III. **FLORIDA’S ETHICS CODE FOR BOARD OF SUPERVISORS:**

Florida’s Ethics Code is found in Part III of Chapter 112, Florida Statutes, and Article II, Sec. 8 of the Florida Constitution.

- Florida’s Ethics Code applies to all public officers and employees of the state, regional and local levels, including the Board of Supervisors.

- Premised upon maintaining public trust and prohibits public officials from using their office for “private gain”. Private gain almost always references a public official’s *financial interest* that is directly enhanced as a result of the vote, where the gain is direct and immediate.

1. **The Ethics Code reads like a list of prohibited acts and includes prohibitions on:**

   (a.) Bribes: Supervisors are prohibited from soliciting or accepting anything of value if they know, or with the exercise of reasonable care, should know that it was given to influence their official actions. Fla. Stat. § 112.313 (2), (4).
(b.) Soliciting Gifts: Except for gifts from relatives, Supervisors are prohibited from soliciting a personal gift of any size from a political committee or from a lobbyist. [i.e., vendors, contractors, etc.] Fla. Stat. § 112.313, (2).

(c.) Accepting Gifts: Except for gifts from relatives, Supervisors also must comply with the following regarding acceptance of personal gifts:

1) Gifts under $25 – May be accepted from anyone and need not be reported.
2) Gifts between $25 and $100 – May be accepted from anyone, but lobbyists, e.g. vendors.
3) Gifts above $100 – Must be reported by Supervisors and may not be accepted from political committees or lobbyists, e.g. vendors.

(d.) Misuse of Public Position: Supervisors are prohibited from wrongfully using or attempting to use their official position or confidential information to secure a special privilege, benefit, or exemption for themselves or others. Fla. Stat. § 112.313(8).

(e.) Employees/Supervisors: No Supervisor may be an employee of the Community Development District. Fla. Stat. § 112.313(10).

(f.) Doing Business with Community Development District: Supervisors are prohibited from purchasing or leasing any items or services on behalf of their District from any business in which they (or certain family members) are an officer, partner, director, or proprietor, or in which they (or certain family members) have a material interest. Subject to certain limited exceptions, Supervisors (acting in their public capacity) are prohibited from renting, leasing, or selling items or services to their District. Fla. Stat. § 112.313(3).

(g.) Conflicting Contractual or Employment Arrangement. Subject to certain limited exceptions, Supervisors are prohibited from having any employment or contractual relationships with an entity that does business with their Community Development District, or that creates a continuing or frequently recurring conflict between their private interests or duties. Fla. Stat. § 112.313(7).

(h.) Voting Restrictions: Supervisors must abstain from voting and refrain from participating in discussion on any measure that specifically benefits themselves, their employees or principals or their relatives. Fla. Stat. § 112.3143.
1) If conflict is known by a Supervisor, he/she must publicly state to the assembly the nature of the conflict and abstain from voting.
2) Memorandum of Voting Conflict must be filed with board secretary within 15 days. These filed Memorandums are a public record.

2. Disclosure Requirements: There are multiple forms that are available on the Commission of Ethics website for financial interest disclosures and voting conflicts. All of these forms are subject to Florida’s public records law.

3. Complaints/Civil Penalties.

   - Removal/suspension from office
   - Impeachment
   - Public censure, reprimand, demotion or salary reduction
   - Restitution of any pecuniary benefits received due to the violation
   - Civil penalty of up to $10,000


   - Ethics Commission opinions are binding on the conduct of the person who is the subject of the opinion.
   - Once issued and followed, the Ethics Commission opinion provides a type of immunity from ethics complaints for the requesting individual seeking direction.
IV. **TOP 10 TAKE AWAYS:**

1. Ignorance of the law is not a viable defense in Sunshine, public records, or ethics law violation cases! You are responsible for knowing and observing these laws.

2. **DO NOT, DO NOT, DO NOT** discuss Community Development District business with your fellow Supervisors outside of a publicly noticed meeting.

3. Committees that serve in an advisory capacity to the Board of Supervisors and assist in policy and/or decision making are subject to the Sunshine law. All such committee meetings must be noticed, open to the public, and minutes must be taken.

4. **Appearances matter!** (Do not socialize in the clubhouse with fellow Board members). Even though you may be in compliance with the Sunshine law and only discussing sports, remember that the appearance of impropriety can create Sunshine law problems for you and the Board.

5. What constitutes a public record under Florida law is entirely **content** based. The format of the record is immaterial. If it is made or received in connection with official government business – it is a public record!

6. Allow your District Manager to be the District’s Record Custodian and limit your personal exposure! Public records are best maintained and preserved by a trained records custodian. If you utilize your District issued email account for all communications relating to District business, then your District Manager can retrieve and download all of your District-related emails for you. If you do not use your District issued email account, then **you** are responsible for ensuring that you have maintained and preserved all records.

7. The Public Records law allows any person to have access to public documents – for any reason. **DO NOT** disparage or provoke a party requesting public records.

8. Do not vote on matters that create a financial gain or loss directly to you, your relatives or your business partners/employers.

9. If you are present at a meeting, you must vote on all matters before the Board unless you have a legally recognized conflict of interest.

10. When in doubt, **ASK!** There are a lot of resources available to answer your questions. Depending upon the nature of your question – you can ask your District Manager, the District’s attorney, or the Commission on Ethics.
Tab 2
Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Venetian Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.
Quotation being provided for:

Venetian Community Development District
c/o Rizzetta & Company
9530 Marketplace Road, Ste. 206
Ft. Myers, FL 33912

Term: October 1, 2016 to October 1, 2017

Quote Number: 100116508

PROPERTY COVERAGE

Limits

Blanket Building & Contents Limit $6,000,254

Inland Marine $69,000

Flood Limit Included
Excess of NFIP, whether purchased or not

Earthquake Limit Included

Boiler & Machinery Included

TRIA Not Included

Deductibles

Per Occurrence Building & Contents and Extensions of Coverage $2,500
Per Occurrence for Named Windstorm 5 %*

Subject to Minimum of: $10,000

Per Flood, (except zones A, V see page 8, Terms and Conditions) excess of NFIP, whether purchased or not) $2,500

Per Earth Movement $2,500

*5 % of Total Insured Values per location, at each affected location throughout Florida subject to a minimum of $10,000 per occurrence, per Named Insured.

TOTAL PROPERTY PREMIUM $24,882
**Extensions of Coverage**
If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement. These limits of liability do not increase any other applicable limit of liability.

<table>
<thead>
<tr>
<th>Code</th>
<th>Extension of Coverage</th>
<th>Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Accounts Receivable</td>
<td>$500,000 any one occurrence</td>
</tr>
<tr>
<td>B</td>
<td>Animals</td>
<td>No Coverage</td>
</tr>
<tr>
<td>C</td>
<td>Business Income</td>
<td>$1,000,000 any one occurrence</td>
</tr>
<tr>
<td>D</td>
<td>Debris Removal Expense</td>
<td>$250,000 per insured or 25% of loss, whichever is greater</td>
</tr>
<tr>
<td>E</td>
<td>Demolition Cost, Operation of Building Laws and Increased Cost of Construction</td>
<td>$500,000 in any one occurrence</td>
</tr>
<tr>
<td>F</td>
<td>Duty to Defend</td>
<td>$100,000 any one occurrence</td>
</tr>
<tr>
<td>G</td>
<td>Errors and Omissions</td>
<td>$250,000 in any one occurrence</td>
</tr>
<tr>
<td>H</td>
<td>Expediting Expenses</td>
<td>$250,000 in any one occurrence</td>
</tr>
<tr>
<td>I</td>
<td>Fire Department Charges</td>
<td>$50,000 in any one occurrence</td>
</tr>
<tr>
<td>J</td>
<td>Fungus Cleanup Expense</td>
<td>$100,000 in the annual aggregate in any one occurrence</td>
</tr>
<tr>
<td>K</td>
<td>Lawns, Plants, Trees and Shrubs</td>
<td>$50,000 in any one occurrence</td>
</tr>
<tr>
<td>L</td>
<td>Leasehold Interest</td>
<td>Included</td>
</tr>
<tr>
<td>M</td>
<td>New locations of current Insureds</td>
<td>$1,000,000 in any one occurrence for up to 90 days except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only</td>
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<tr>
<td>N</td>
<td>Personal property of Employees</td>
<td>$50,000 in any one occurrence</td>
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<tr>
<td>O</td>
<td>Pollution Cleanup Expense</td>
<td>$50,000 in any one occurrence</td>
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<td>P</td>
<td>Professional Fees</td>
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<tr>
<td>Q</td>
<td>Recertification of Equipment</td>
<td>Included</td>
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<tr>
<td>R</td>
<td>Service Interruption Coverage</td>
<td>$100,000 in any one occurrence</td>
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<tr>
<td>S</td>
<td>Transit</td>
<td>$250,000 in any one occurrence</td>
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### CRIME COVERAGE

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
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<tbody>
<tr>
<td>Forgery and Alteration</td>
<td>$100,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>Theft, Disappearance or Destruction</td>
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<td>$1,000</td>
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<tr>
<td>Computer Fraud including Funds Transfer Fraud</td>
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<tr>
<td>Employee Dishonesty, including faithful performance, per loss</td>
<td>$100,000</td>
<td>$1,000</td>
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### AUTOMOBILE COVERAGE

<table>
<thead>
<tr>
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<th>SYMBOL</th>
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</thead>
<tbody>
<tr>
<td>LIABILITY</td>
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<td>Not Included</td>
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<tr>
<td>HIRED NON OWNED LIABILITY</td>
<td>8,9</td>
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<td>$0</td>
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<td>PERSONAL INJURY PROTECTION</td>
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<td>STATUTORY</td>
<td>$0</td>
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<tr>
<td>AUTO MEDICAL PAYMENTS</td>
<td>N/A</td>
<td>Not Included</td>
<td>Not Included</td>
</tr>
<tr>
<td>UNINSURED MOTORISTS/ UNDERINSURED MOTORISTS</td>
<td>N/A</td>
<td>Not Included</td>
<td>Not Included</td>
</tr>
<tr>
<td>AUTO PHYSICAL DAMAGE</td>
<td>N/A</td>
<td>Not Included</td>
<td>Not Included</td>
</tr>
</tbody>
</table>

Symbol 8, 9 Hired Non-Owned Autos only
GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit $1,000,000
Personal Injury and Advertising Injury Included
Products & Completed Operations Aggregate Limit Included
Employee Benefits Liability Limit, per person $1,000,000
Herbicide & Pesticide Aggregate Limit $1,000,000
Medical Payments Limit $5,000
Fire Damage Limit Included
No fault Sewer Backup Limit $25,000/$250,000
General Liability Deductible $0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit Per Claim $1,000,000
Aggregate $2,000,000
Public Officials and Employment Practices Liability Deductible $2,500
Supplemental Payments: Pre-termination $2,500 per employee - $5,000 annual aggregate.
Non-Monetary $100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI
Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat First
Party Crisis Management First
Party Business Interruption

Limit: $100,000 each claim/annual aggregate
PREMIUM SUMMARY

Venetian Community Development District
c/o Rizzetta & Company
9530 Marketplace Road, Ste. 206
Ft. Myers, FL 33912

Term: October 1, 2016 to October 1, 2017

Quote Number: 100116508

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine) $24,882

Crime $500

Automobile Liability Not Included

Hired Non-Owned Auto Included

Auto Physical Damage Not Included

General Liability $4,500

Public Officials and Employment Practices Liability $2,500

TOTAL PREMIUM DUE $32,382

IMPORTANT NOTE

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:
General Liability includes Liquor Liability
Occurrence $1,000,000
Aggregate $2,000,000
Deductible $0
Optional
Higher General Liability Limit Options (above underlying 1M)

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<th>Options</th>
<th>General Liability Limit</th>
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<td>II</td>
<td>$2,000,000</td>
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<td>III</td>
<td>$5,000,000</td>
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PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance (“FIA”) for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2016, and if accepted by the FIA’s duly authorized representative, does hereby agree as follows:

(a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;

(b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys’ fees;

(c) To abide by the rules and regulations adopted by the Board of Directors;

(d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;

(e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Venetian Community Development District

(Name of Local Governmental Entity)

By: ____________________________  ____________________________
    Signature                               Print Name

Witness By: ____________________________
            Signature

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2016

By: ____________________________
    Administrator
PROPERTY VALUATION AUTHORIZATION

Venetian Community Development District
c/o Rizzetta & Company
9530 Marketplace Road, Ste. 206
Ft. Myers, FL 33912

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the “Coverage Period”.
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- Building and Content TIV $6,000,254 As per schedule attached
- Inland Marine $69,000 As per schedule attached
- Auto Physical Damage Not Included
- I reject TRIA (Terrorism Risk Insurance Act) coverage

Signature: ________________________ Date: ________________________
Name: ________________________
Title: ________________________
### Property Schedule

**Venetian Community Development District**

**Quote No.:** 100116508  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Description</th>
<th>Address</th>
<th>Year Built</th>
<th>Const Type</th>
<th>Eff. Date</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Insured Value</th>
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**Print Name:**  
**Date:**
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<th>Unit</th>
<th>Description</th>
<th>Year Built</th>
<th>Eff. Date</th>
<th>Building Value</th>
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<td>22</td>
<td>Cappello Monument</td>
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<td>Building Value</td>
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<td>24</td>
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<td>29</td>
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# Venetian Community Development District

**Quote No.:** 100116508  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

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<table>
<thead>
<tr>
<th>Unit #</th>
<th>Description</th>
<th>Address</th>
<th>Year Built</th>
<th>Const Type</th>
<th>Eff. Date</th>
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<th>Total Insured Value</th>
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<tbody>
<tr>
<td>32</td>
<td>Otello Wall</td>
<td>North Edge of District, Venice FL 34275</td>
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**Total:**  
- Building Value: $5,662,054  
- Contents Value: $338,200  
- Insured Value: $6,000,254
## Inland Marine Schedule

**Venetian Community Development District**

**Quote No.**: 100116508  
**Agent**: Egis Insurance Advisors LLC (Boca Raton, FL)

**Schedule Items Effective As of**: 10/01/2016

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<th>Item #</th>
<th>Department Description</th>
<th>Serial Number</th>
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<th>Value</th>
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<td>1</td>
<td>Unscheduled EDP max 15,000 per item</td>
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<td>Electronic data processing equipment</td>
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<td><strong>Total</strong></td>
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<td><strong>$69,000</strong></td>
<td><strong>$1,000</strong></td>
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**Quote No.**: 100116508  
**Agent**: Egis Insurance Advisors LLC (Boca Raton, FL)
Tab 3
**Sarasota • Manatee • Pinellas • Pasco**

**D & W Heating & Air Conditioning**

When Quality Matters Most, We Are Your Specialist

2251 Sarasota Center Blvd., Sarasota, FL 34240

941-342-7484 • 727-785-7088

www.theairspecialist.com

Lic. CAC1815573

### TERMS: DUE UPON COMPLETION

I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment or material furnished until final & complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof.

### AUTHORIZED SIGNATURE

All parts as recorded are warranted as per manufacturer specifications.

Labor Guarantee

The labor charge as recorded here relative to the equipment serviced as noted, is guaranteed for a period of 30 days. We do not, of course, guarantee parts other than those we install.

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<table>
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<th>PARTS WARRANTY</th>
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<tr>
<td>All parts as recorded are warranted as per manufacturer specifications.</td>
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<th>LABOR GUARANTEE</th>
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<td>The labor charge as recorded here relative to the equipment serviced as noted, is guaranteed for a period of 30 days. We do not, of course, guarantee parts other than those we install.</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>METHOD OF PAYMENT</th>
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<tbody>
<tr>
<td>CREDIT CARD</td>
</tr>
<tr>
<td>VISA</td>
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<tr>
<td>AMEX</td>
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| ABOVE ORDERED WORK HAS BEEN COMPLETED AND ACKNOWLEDGE RECEIPT OF MY COPY |

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<table>
<thead>
<tr>
<th>DEPOSIT</th>
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<tbody>
<tr>
<td>TOTAL AMOUNT DUE</td>
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<tr>
<th>UNIT</th>
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<tbody>
<tr>
<td>INDOOR</td>
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<tr>
<th>UNIT</th>
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<td>INDOOR</td>
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<tbody>
<tr>
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<table>
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<tbody>
<tr>
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<tr>
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<tr>
<td>5253 7 50</td>
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<tr>
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<table>
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<table>
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<tr>
<th>ITEM OR PART DESCRIPTION</th>
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<tbody>
<tr>
<td>WIRE, WIRE &amp; CABLE</td>
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</tr>
<tr>
<td>40 BULB 25, 45 A</td>
<td></td>
</tr>
<tr>
<td>HEAT STRIP, CASING</td>
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<tr>
<td>DUCT CONNECTIONS</td>
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<td>ELECTRICIAN CONFECTION</td>
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<td>PISTON, ELECTRICAL</td>
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<tr>
<td>DRAIN PUMP, FLOAT SWITHES</td>
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<td>MAIN Air CONNECTION</td>
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<tr>
<td>MAIN CONCEPTION</td>
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<table>
<thead>
<tr>
<th>TERMS: DUE UPON COMPLETION</th>
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</thead>
<tbody>
<tr>
<td>I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment or material furnished until final &amp; complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof.</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>TECH NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOD</td>
</tr>
</tbody>
</table>
Venetian Golf and River Club 12/15/16
502 Veneto Blvd.
N. Venice FL, 34275

Thank you for the opportunity to bid on the kitchen air conditioning system.

The kitchen system is a 20 ton straight cool split system that is mismatched with a three year old condenser and a 13 year old air handler. The average life expectancy is 12 years.

Option #1: We propose to provide and install a Carrier 20 ton straight cool 230 volt 3 phase air handler. This will have a 5 year compressor, 1 year parts, and a 1 year labor warranty. The cost for this will be $7,855.00.

Option #2: We propose to repair the existing 20 ton air handler. This will have a 1 year parts, and a 1 year labor warranty. The cost for this will be $1,600.00. (plus refrigerant at $32 a pound)

Included in this price is all parts, permit, crane, labor, tax, and material for a safe and professional installation.

Excluded in this bid is any electrical work that may be required for permitting other than disconnecting and reconnecting the air conditioning system. Removal and reinstall of drop ceiling and grid.

If you have any questions, please do not hesitate to call me at 941-496-7566.

Sincerely,

Ron Forlina

Honest Air Conditioning of Venice

Option #__________

Approved by: ____________________________

www.HonestACofVenice.com
THIS SCOPE OF WORK IS FOR THE FOLLOWING;
7AM. SET UP CONTAINMENT FOR 10AM. AC SYSTEM REMOVAL
NEXT DAY 7 AM. COME BACK AND REALIGN, RESET CEILING TILES, AND 4 LIGHTS.
REMOVE CONTAINMENT AND FINAL CLEAN OF CONTAINMENT AREA.
THIS PROJECT IS SET UP TO PROTECT PROFESSIONAL CULINARY KITCHEN PREP AREAS.
Myco-Tek Restoration

2016-12-29-1324
SKETCH2
Main Level

![Diagram of SKETCH2 Main Level]

<table>
<thead>
<tr>
<th>Kitchen</th>
<th>Height: 8'</th>
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<tbody>
<tr>
<td>1,146.53 SF Walls</td>
<td>1,033.64 SF Ceiling</td>
</tr>
<tr>
<td>2,180.17 SF Walls &amp; Ceiling</td>
<td>1,033.64 SF Floor</td>
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<tr>
<td>114.85 SY Flooring</td>
<td>143.32 LF Floor Perimeter</td>
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<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QNTY</th>
<th>REMOVE</th>
<th>REPLACE</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>27. Containment Barrier/Airlock/Decon. Chamber</td>
<td>200.00 SF</td>
<td>0.00</td>
<td>0.84</td>
<td>168.00</td>
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<tr>
<td>28. Cleaning Remediation Technician</td>
<td>4.00 HR</td>
<td>0.00</td>
<td>47.88</td>
<td>191.52</td>
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<tr>
<td>TAKE DOWN CONTAINMENT AND FINAL CLEAN</td>
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<td></td>
<td></td>
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<tr>
<td>30. Peel &amp; seal zipper</td>
<td>2.00 EA</td>
<td>0.00</td>
<td>11.55</td>
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<tr>
<td>29. R&amp;R Acoustic ceiling tile - High grade</td>
<td>200.00 SF</td>
<td>0.60</td>
<td>3.58</td>
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<tr>
<td>REMOVE AND REPLACE UP TO 200 SQ. FT.</td>
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<tr>
<td>32. Clean light fixture - fluorescent - Heavy</td>
<td>1.00 EA</td>
<td>0.00</td>
<td>11.79</td>
<td>11.79</td>
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<tr>
<td>34. Detach &amp; Reset Fluorescent light fixture - High grade</td>
<td>1.00 EA</td>
<td>0.00</td>
<td>0.00</td>
<td>53.64</td>
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Totals: Kitchen 1,284.05
Total: Main Level 1,284.05
Total: SKETCH2 1,284.05

Line Item Totals: 2016-12-29-1324 1,284.05

Grand Total Areas:

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<tr>
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<th>SF Ceiling</th>
<th>SF Walls and Ceiling</th>
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<table>
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<tr>
<td>1,969.46</td>
<td>4,009.54</td>
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<tr>
<td>208.61</td>
<td>Interior Wall Area</td>
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<table>
<thead>
<tr>
<th>LF Ceil. Perimeter</th>
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</thead>
<tbody>
<tr>
<td>0.00</td>
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</table>

2016-12-29-1324 12/29/2016 Page: 2
## Summary

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<tr>
<td>Line Item Total</td>
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<td>Material Sales Tax</td>
<td>@ 7.000%</td>
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<td>Subtotal</td>
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<tr>
<td>Overhead</td>
<td>@ 10.0%</td>
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<tr>
<td>Profit</td>
<td>@ 10.0%</td>
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<tr>
<td>Replacement Cost Value</td>
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<tr>
<td>Net Claim</td>
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</tr>
</tbody>
</table>

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Joe Tine  
General Manager
N.T.S.
FOR REFFERANCE ONLY
SKETCH2 - Main Level

CEILING TILES TO BE REMOVED

CONTAINMENT
PROPOSAL

Customer: Venetian Golf & River Club (new)
River Club
502 Vento Blvd
North Venice, FL 34275

Date: 12/28/2016
Quote #: 18980.1

Project: Replacement of Kitchen A/H tag as Model 40RM-.24-B511HC S?N 3603F52155

We propose to furnish the materials and/or perform the work described below:

Price to remove old 20 Ton Carrier unit and install a new Carrier 20 ton Model # 40RUAA25A5A5-OAOAO, CAELHEAT019A00, new secondary drain pan, liquid line drier and suction core drier, misc parts and labor. We have include a permit fee of 100.00 and anything above that amount will be billed separately.

We have included the following:

- All labor during regular business hours
- Delivery of materials and equipment to the job site
- Final adjustment and calibration of equipment

We have not included:

- Parts or labor from original call
- Any work not specifically stated in the proposal
- Next day or Express shipping is not included
- Removal and reinstall of ceiling done by others.
- Smokey detector and wiring up done by others.
- We have not include Freon and will be billed separately. You will receive proper documents on how much Freon was weight in too the system. Cost is $8.25 per LBS

All for the sum of: fourteen thousand nine hundred forty-three dollars and ninety-six cents $14,943.96

Summary:

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<th>7.000% Tax</th>
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<tr>
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<td>Labor</td>
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<tr>
<td>Tools &amp; Usage Fees</td>
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<tr>
<td>Other</td>
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<tr>
<td>Grand Total</td>
<td>$14,493.25</td>
<td>$450.71</td>
<td>$14,943.96</td>
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</tbody>
</table>

This proposal is subject to the terms and conditions as shown on the attached page.

Respectfully Submitted:

This quote is good for 30 (thirty) day(s).
<table>
<thead>
<tr>
<th>River Club</th>
<th>TWC Services, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
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<tr>
<td>Date</td>
<td>Date</td>
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<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Printed Name</th>
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<tbody>
<tr>
<td>Don Ruse</td>
<td></td>
</tr>
</tbody>
</table>

12/28/2016
1. **SCOPE OF WORK**

This Proposal, upon notice to proceed by the Purchaser, shall constitute the entire Agreement between TWC Services, Inc. and the Purchaser and supersedes any prior representations or understandings. No change or modification of any of the terms and conditions stated herein shall be binding upon TWC Services, Inc. unless accepted by TWC Services, Inc. in writing.

Unless it is specifically noted otherwise, TWC Services, Inc.’s obligation under this Agreement expressly excludes any work or service associated with clean up, control, removal or disposal of environmental hazards or dangerous substances including but not limited to asbestos or PCB’s discovered in or on the premises.

Unless it is specifically noted otherwise, this Proposal is based upon the use of straight time labor only.

2. **INVOICING AND PAYMENTS**

TWC Services, Inc. may invoice Purchaser monthly for all materials delivered to the jobsite or to an off-site storage facility and for all work performed on-site and off-site. Purchaser agrees to pay TWC Services, Inc. the amount invoiced upon receipt of invoice. Invoices not paid within 30 days of the invoice date will be considered delinquent and subject to a service charge and interest computed at the maximum allowable legal interest rate.

The Purchaser agrees that he will pay and reimburse TWC Services, Inc. for any and all reasonable attorney’s fees or other costs which are incurred by TWC Services, Inc. in the collection of the amounts due and payable hereunder.

3. **WARRANTY**

TWC Services, Inc. warrants and agrees to replace any of its workmanship which is disclosed within a period of 30 Day(s) after the performance thereof to be defective. TWC Services, Inc. warrants materials and parts purchased by TWC Services, Inc. from others only to the extent the same are warranted by the suppliers thereof.

4. **TAXES**

The price stated in this Proposal does not include any applicable taxes unless specifically noted otherwise. Purchaser shall pay any and all such taxes as required by federal, state or local law.

5. **COMPLIANCE WITH LAWS**

TWC Services, Inc. shall comply with all applicable federal, state or local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

6. **LIABILITY**

TWC Services, Inc. shall indemnify the Purchaser from liabilities, losses or damages which may arise in connection with the execution of the work herein specified, and which are caused solely by the negligent act or omission of TWC Services, Inc.. Notwithstanding the foregoing, in no event shall TWC Services, Inc. be liable for any special, indirect or consequential damages which may arise in any manner in connection with the execution of the work, nor shall TWC Services, Inc.’s liability under this indemnification exceed the greater of $25,000.00 or the price of the work stated in this Proposal.

TWC Services, Inc. shall not be liable for any delay in the performance of the work resulting from or attributable to acts or circumstances beyond TWC Services, Inc.’s control, including, but not limited to, acts of nature, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, owner, or other contractors or delays caused by suppliers or subcontractors of TWC Services, Inc..
Tab 4
The pump and assembly is not standard and will most likely not be a stock item but I will check on it today.

Scott Kissell

-------- Original message --------
From: Jerry Jasper <jjasper@vcdd.org>
Date: 12/28/16 8:59 AM (GMT-05:00)
To: Scott Kissell <scottkissell@venetianriverclub.com>
Subject: Fwd: Re: Fwd: Venetian River Club Pool Pump

Scott,
Has anyone checked with manufacturer to determine if this pump might be in Stock with some other distributor or vendor?
Jerry

---------- Forwarded message ----------
From: "Jerry Jasper" <jjasper@vcdd.org>
Date: Dec 28, 2016 8:34 AM
Subject: Re: Fwd: Venetian River Club Pool Pump
To: "Scott Kissell" <scottkissell@venetianriverclub.com>
Cc: "Belinda Blandon" <BBlandon@rizzetta.com>

Scott,
As discussed, go ahead and get the pump on order. Expedite as reasonably possible.
Jerry

On Dec 27, 2016 3:33 PM, "Scott Kissell" <scottkissell@venetianriverclub.com> wrote:

Jerry,

Please see the estimate below for the pool pump assembly. Installation is estimated at under $500 and will be by separate invoice. I would like to get the part ordered asap as there will most likely be a delay due to the holiday. Should you have additional questions please let me know

Scott Kissell
Scott,

The pump you need is coming from the manufacturer, all the specs are the ones required for replacement. Your cost is 4788.18 and about 240 to 260 dollars in shipping. The manufacturer is closed for the holidays and will reopen after the new year. The lead time on this before it ships is at least 10 days. I will await your response before ordering the pump.

Thank you,

Edwin Perez

Scott Kissell
General Manager
502 Veneto Blvd.
North Venice, FL 34275
Phone (941) 412-9550
Fax (941) 485-9640
scottkissell@venetianriverclub.com
www.venetianriverclub.com

In an effort to maintain compliance with the Florida Sunshine Law, please do not reply globally to this notification.

Any questions should be directed to the sending party only by email or by phone at 941.412.9550

Electronic Mail Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail.
Tab 5
MINUTES OF MEETING

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

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Venetian Community Development District was held on Monday, December 12, 2016 at 9:31 a.m. at the Venetian River Club, 502 Pesaro Drive, North Venice, Florida 34275.

Present and constituting a quorum were:

Jerry Jasper
Board Supervisor, Chairman
Harry Orenstein
Board Supervisor, Vice Chair
David Lusty
Board Supervisor, Assistant Secretary
Richard Bracco
Board Supervisor, Assistant Secretary
Susie Lentile
Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon
District Manager, Rizzetta & Company, Inc.
Andy Cohen
District Counsel, Persson & Cohen, P.A.
Rick Schappacher
District Engineer, Schappacher Engineering
Karen Richard
Field Manager, VCDD
Scott Kissell
General Manager, River Club
Audience

FIRST ORDER OF BUSINESS

Call to Order

Ms. Blandon called the meeting to order and conducted the roll call. She stated for the record that prior to the onset of the meeting she administered Ms. Lentile’s Oath of Office.

SECOND ORDER OF BUSINESS

Public Comment

Ms. Blandon opened the floor for public comment on matters the Board may be taking action on or that may otherwise concern the District.

Mr. Lusty advised he would like to make a motion to move up in the agenda the item related to fitness fees as he believes most audience members are present for that discussion and if they so choose, they can leave after that discussion.

On a Motion by Mr. Lusty, seconded by Ms. Lentile, with all in favor, the Board moved Business Item E, Discussion Regarding Fitness Fees, to the First Business Item, for the Venetian Community Development District.

Mr. Jasper reminded the audience that there are two available times for public comments; one at the beginning of the meeting and one at the end of Board discussion of any agenda item. He asked that anyone making a comment come forward to use the podium and microphone.
There were several audience members present. Ms. Blandon opened the floor for public comment. Several audience members spoke regarding the fitness fees many in attendance were in opposition of the existing fees and read statements expressing their views. There were also audience members present who were in favor of the fees and they expressed their views regarding the entire community having to pay for fitness classes although this is not a service used for everyone. Examples were brought forth of the fees charged by other communities as well. Others raised questions regarding the differences between an amenity and service. Comments were raised regarding the timing of when the decision/vote was held originally. There were recommendations regarding possible minimums and maximums being placed into effect for classes each week.

THIRD ORDER OF BUSINESS

District Engineer Staff Report

Mr. Schappacher advised that after contacting the City, the site plan for the shed does not have to be permitted, though a building permit is required for the structure. He advised that the work on the golf cart paver cross walk on the outbound side of the gate will be done next week and the contractor will work on the section next to the guardhouse after the season is over. The straightening of the monument sign will be done after the first of the year. Mr. Schappacher advised that he inspected the ramp on Veneto and Padova and he presented a plan and photos. Mr. Schappacher recommended adding a plate to the ramp and he is obtaining quotes for that work. He advised that he pulled the data from the radar signs and will be reviewing it. Mr. Schappacher provided an update regarding the cameras, and reported that it is a different company based out of Canada, and they should be able to provide the signs after the first of the year. Mr. Schappacher reported that he was asked to remove from the report speeds that are 20 mph or less because they may be golf carts; in doing so with the sign on Veneto, the average speed is 32 mph. Ms. Lentile inquired regarding the circle outside of the River Club and a possible safety hazard. Mr. Schappacher advised he previously provided the Board with sight triangles, and agrees that trimming would help. Ms. Richard advised she has instructed the landscapers to trim that area. Mr. Jasper stated that once the Field Manager report would take place the Board should discuss the option of removing the grasses obstructing views.

FOURTH ORDER OF BUSINESS

Discussion Regarding Fitness Fees

Mr. Lusty stated that during public comment there was an implication stating that he sent out an email encouraging residents to attend the meeting. Mr. Lusty stated he did not send any communication and that he cannot control what others do with their private email accounts. Mr. Lusty then stated that when people purchased their homes they understood that the fees included the classes, also three of the Supervisors who voted for the fees to be charged were not elected they were appointed by WCI. He further advised the CDD is not a private company but is a public entity under Chapter 190 Florida Statutes. The CDD does run a deficit which is subsidized by the CDD fees. He advised that it was represented to him when he purchased his home that the fitness fees were included in his annual assessments. He stated and recalled when the River Club originally opened there were no representations of fees being charged and that he does not recall WCI ever charging for fitness fees. Mr. Lusty provided his opinion on the decision being wrong. Mr. Lusty read a prepared statement for the record. Mr. Lusty stated that class attendance has dropped since the new fee structure by over 60%. In addition Mr. Lusty summarized a report received prior to the meeting where he stated that 24 classes were cut since October 2015 and an additional 16 classes to be cut in January. Mr. Lusty expressed his views on the amenities and the argument of facilities versus instruction. He expressed his view on the Video Instruction
System recently purchased by the CDD and viewed it as a waste of money. Mr. Lusty stated that the fitness classes are not just about fitness but socialization and stressed the importance of the social network within the Community. Mr. Lusty stated he would support a charge of $4.00 for missed classes.

Mr. Lusty made a motion to rescind fitness fees as of Monday, December 19, 2016. Ms. Lentile seconded the motion.

Mr. Cohen advised he would like to clarify which fees Mr. Lusty would like to rescind. Mr. Lusty advised he would like to remove the $4.00 indoor fitness classes and indoor specialty classes at $6.00 charge per class. Mr. Lusty clarified the motion was specific to the indoor fitness classes and the hula hoop class outside.

Ms. Blandon asked if there was a discussion on the motion. Mr. Bracco advised he believes fees are warranted, those who use the service should pay for the service. He listened to the comments of those present and asked if he asked for a compromise somewhere along the lines of one class for free then pay, or buy five get one free, or by ten get two free.

Mr. Orenstein stated for the record he was in opposition of the fees due to timing of the decision and he advised his view is that there is a distinction between facilities and private services. Mr. Orenstein stated that the time the vote was taken one point of opposition he did express was the timing of the vote and he stated that further input should have been obtained from the community. Mr. Orenstein advised he cannot support paying for private tennis lessons and not paying for private fitness lessons. He advised he would not support rescinding the fees at this point, but he would be in support of a survey of the community. Mr. Orenstein stated he was open to reconsidering it but he would like to have a mandate of the community first to be sure they are representing a majority of the interests.

Ms. Lentile asked if Mr. Orenstein is asking for an e-mail or survey to go out to the community. Mr. Orenstein confirmed. Ms. Lentile suggested offering three classes for free anything above and beyond would be at a fee.

Mr. Lusty reminded the room they are paying for the salary of the tennis and fitness director out of the CDD fees. He stated he doesn’t think it’s right to make the change after 13 years. Mr. Lusty then stated he would like to call the question on the original motion.

Mr. Bracco stated that the entire community was not represented at this meeting and he suggested utilizing a survey to get input from the community. Mr. Lusty stated the District should not be splitting people into groups.

Mr. Cohen stated for the record, that if a different fee is set we would need to go through the rule making process which involves advertising as well as a public hearing. Mr. Cohen stated the fees can be removed without Rule Making but if changes were made to implement new fees then the District would have to go thru the process again.

Mr. Orenstein advised the divisiveness is bringing the issue back up although a vote was already taken. Discussion ensued. Mr. Orenstein stated they should obtain the feedback of the entire community.
Ms. Lentile asked Mr. Cohen to clarify if a compromise could be discussed. Mr. Cohen advised a compromise can be discussed, but if the Board would like to implement a new or different fee structure, a public hearing would need to be held and the Board would need to go through the rule making policy. He stated discussion could take place.

Mr. Jasper stated there has been a lot of misconceptions and talk regarding fees being charged previously for fitness classes. He advised the River Club opened in August 2004, and classes began in September 2004 when participants were charged $10.00 for fitness classes, and this information is based on River Club files. Mr. Jasper read from a form dated September 28, 2004 called “Yoga Pricing Options” based on one class per week; a monthly package was $30.00 per month. He shared an e-mail from a resident to the membership director, dated September 27, 2004; the resident was proposing a savings plan for members. Mr. Jasper advised that in 2005 the scheduled 4 classes per week was increased from 13 to 24, WCI offered 1 class on each site, free of charge, yoga and body sculpting classes were offered with a fee. In 2006 residents were unhappy with the limitations, WCI held a residents meeting and class numbers were changed. In 2007 residents were unhappy with the lack of space; class participation continued to increase. Participation was limited to 2 classes of each type and free of charge, but $5.00 for additional classes. In 2009 through 2012, some classes were offered at nominal fees. In 2013 is when there were no charges for fees. Regarding space concerns, when all classes were free the average participation for classes was 10.5 per class. The instructor receives $40 minimum per class, averaging 10 people per class, resulted in the $4.00 per class. Mr. Jasper advised regarding Virtual Fitness Classes, the Board asked for input from the Fitness Committee but the Committee could not meet due to lack of quorum. When the CDD meeting was held at the time the Board approved the Virtual Fitness program, there were two Fitness Committee members present who said providing Virtual Fitness was a good idea. Mr. Jasper advised the Virtual Fitness program was never intended to replace the fitness classes. Mr. Jasper stated if there was no further discussion then the board should proceed with a vote.

Ms. Lentile discussed the division among the Board and even if a Survey is done and the results are also divided there is still an issue. She suggested a compromise may be best; perhaps offering three classes for free and if you don’t show up you are charged, and anything beyond the three you are charged.

Mr. Jasper suggested that if fitness fees are to go away, then tennis clinics should also be free. If this is done, CDD fees would have to increase to cover those tennis clinics.

Mr. Cohen advised a motion is on the table and if there is no further Board discussion a vote should be called for.

Ms. Blandon stated there is a motion by Mr. Lusty, seconded by Ms. Lentile, rescind fitness fees, indoor fitness classes of $4.00/class, indoor specialty classes of $6.00/class, and the outdoor hula hoop class, as of Monday, December 19, 2016. She called for a vote on the motion. With two in favor and three opposed, the motion failed.

Mr. Lusty stated he would like to do what is feasible and offered to make a compromise to have three included and charge the folks who don’t show up he would support it.

Mr. Bracco advised they needed to obtain numbers. He advised he is in favor of a compromise, though he is not sure what that compromise would be. Mr. Bracco advised that he would like to hear input from the community and a survey may be the way to obtain community
Mr. Lusty asked what the process would be to explore a compromise.

Mr. Cohen advised from a process standpoint, should the Board wish to move forward with a compromise of three classes for free and charging a cancellation fee, or however the Board works out the structure, then we would need to go through the rule making process and publish ads. The first ad is a notice of rule development and the second ad is a notice of public hearing. The notice of public hearing has to be published at least 28 days before the hearing and the notice of rule development has to be published before that. Mr. Cohen stated that we have to build in that twenty-nine (29) day process for advertising and then you have the public hearing and at that public hearing you would take input from the public and the Board would have the opportunity to make a decision based upon the input from the public at that hearing. The Board can go forward with the original plan, but you have to provide the opportunity for input.

Mr. Orenstein suggested there is a Fitness Committee whose role is to represent the people involved with that. He suggested getting input from the Committee so that there is representation from those who utilize the classes.

Mr. Lusty advised he has received phone calls from the Fitness Committee who advised they were thinking of quitting and are not attending the meetings because the Board did not listen to them.

Mr. Orenstein advised their input should be received.

Mr. Jasper asked Mr. Kissell to provide his fitness comments now in order to keep it all together.

Mr. Kissell provided an overview of the action plan for 2015/2016. Since October 2015, due to participation levels, 24 classes have been eliminated. In reviewing participation in some classes, in the beginning of January the plan is to eliminate an additional 16, some of those being Zumba and outside hula hoop, with zero to one or two people attending. Mr. Kissell advised a comparison is provided for 2015/2016; in October 2015 total participation was 1,130 compared to 2016 there were 580 participants, a difference of 550 participants. The number of unique users in 2015 was 131 versus 99 unique users in 2016. So although participation went down 48% to 49%, unique users only dropped about 24%. In 2015 there 102 classes were offered, in 2016 there were 78 classes offered. Financially, the total cost in 2015 was $4,080 and in 2016 was $3,120; due to offsetting the costs in 2016 by collecting fees of $2,298.00, the total cost in 2016 was $822.00, a difference of about $3,200.00. The same formula holds true for November and the first week of December. Mr. Kissell discussed participation.

Mr. Bracco inquired regarding the public comment relating to a class where four people were signed up for the class but seven people attended. Mr. Sandomenico advised that is correct, there were four people signed up for the class and there were three drop ins who paid after the class. He confirmed after the class they did pay.

Mr. Lusty inquired regarding paying the instructor for classes with no attendance. Mr. Kissell confirmed the instructor is paid for classes with no attendance.

Mr. Kissell advised classes that were not popular last year won’t be included in the schedule for next year, so those classes are being dropped. He further advised a Fitness Committee meeting is scheduled and they will bring this information to the Committee to review the instructed classes and
the virtual classes.

**FIFTH ORDER OF BUSINESS**

**Discussion and Consideration of Community Surveys**

Mr. Lusty distributed information from Survey Monkey and provided an overview on what can be done with the online service. He provided a summary on the data and sophisticated information that can be obtained. The gold package cost is $25 per month or $300 per year, a platinum package which included unlimited questions and responses is $85 per month or $1,020 per year. Mr. Lusty wanted to show the Board the technology available and he wanted to discuss it. Discussion ensued.

Mr. Bracco inquired regarding turn around time for results after the deadline. Mr. Lusty advised immediately. Mr. Bracco inquired as to who makes up the questions for the survey. Mr. Lusty advised the Board can create their own questions or there are templates available. He advised there is also a tool to help design the questions. Mr. Bracco inquired regarding information to be provided. Mr. Lusty advised e-mail addresses would be needed to e-mail the link. He asked Ms. Blandon to confirm the District already utilizes a service for sending unlimited e-mail correspondence. Ms. Blandon confirmed. Mr. Bracco inquired regarding starting with the lower package and moving to the platinum package. Mr. Lusty advised the costs provided are for annual fees, and should the Board elect to go month to month the cost is higher by $1.00.

Mr. Jasper advised his concern is who may take the surveys. Mr. Lusty inquired regarding the River Club surveys. Mr. Kissell advised he is planning to send a survey out in February. Mr. Jasper advised he has concerns regarding surveys put out by the Board and the ramifications of the Board not proceeding with the results of the majority of responses. Mr. Lusty responded that a congressman sends surveys to his constituents regularly and results are available.

Mr. Orenstein advised he does want to hear from the audience, but he does advocate Mr. Jaspers’ point that it may not be something that is not appropriate for a governmental body. He advised the River Club survey may be a better vehicle for polling the community.

The Board opened the floor to public comments. Comments from the public were entertained. A statement was read by a member of the public regarding surveys the pitfalls, pros, cons and the overall feedback received via the surveys. A statement was read regarding leadership by survey and failing to move forward as elected officials in the best interest of the community. Another member of the public commented on the surveys and provided her overview on statements made and spending public funds not taking the feedback from the residents in consideration. The Board was reminded of their election to represent their constituents. Another member of the public thanked the Supervisors for their survey. District Counsel was asked who would be able to take the survey and how many households would be able to take the survey. Mr. Cohen replied that those are challenges the Board would have to take on and decide who they want to open the survey up to and whether it would be for both husband and wife or either or. Another member of the public commented on survey results and the making decisions based on vested interest for particular items. A member of the public commented that he supported surveys from the Riverclub and committees but not for the board to take on. Ms. Blandon asked if there was any further discussion on the surveys.
SIXTH ORDER OF BUSINESS   
Discussion and Consideration of CDD Monthly Electronic Newsletters

Mr. Lusty stated he distributed a mock newsletter for the Board to review. He provided detail and information and provided it as an example of information that could be on the newsletter. Mr. Lusty stated that there was a lot of misinformation within the Community and having a newsletter would assist to clarify many misconceptions as well as provide information on meetings, considerations, and actions taken. Mr. Lusty summarized the sample he prepared. Mr. Lusty he advised he would be in favor of initiating a newsletter in January.

Mr. Bracco stated he believes communication is a great idea, and he believes most of the residents would find value in the newsletter.

Mr. Orenstein stated he believes in the newsletter and referenced the CA’s newsletter and content. He stated that the Board should consider the content. He further advised the CDD would need to be careful of what it is advocating on record. He stated the District would need to be careful what is included in the newsletter. He inquired as to the process for putting a newsletter together. Mr. Orenstein advised the Board would need to consider if it should be put out monthly or maybe quarterly or something more frequent perhaps by Mr. Kissell.

Ms. Lentile advised she likes the idea of the community having faster access to information on what is discussed on a more regular basis. She stated she would like to see this every time the Board meets or once a month.

Mr. Bracco inquired about including the meeting date information in the phone directory. Discussion ensued. Mr. Jasper stated this would need to be a discussion with the POA because it is not a CDD publication.

Mr. Jasper advised he believes in communication. He advised the Board needs to be careful with the information that is being published as a government entity. Mr. Jasper advised someone would need to be selected to write the newsletter, someone would need to review the newsletter and who would be responsible for the content and accuracy. He advised procedures would need to be set up, and used for every issue; does the Board review the newsletter before it goes out, etc.

Mr. Cohen advised that from a Sunshine point of view, whoever is garnering the information would need to be a staff person and would need to put it together because the Board can not go back and forth about the content of the newsletter.

Mr. Lusty advised there would be permanent features of the newsletter. Discussion ensued. Mr. Lusty stated he would be more than happy to contribute to the newsletter as a principle author and be involved in the review process. Mr. Lusty also suggested the Board rotate the duties.

Mr. Orenstein suggested holding a workshop to discuss the newsletter to allow for further discussion and input from the community. If a separate workshop is held it will be appropriate to work out the details of the newsletter.
Discussion ensued regarding utilizing “Parcels in Paradise” as the first form of communication adding information to the section provided for the CDD. The success of Parcels in Paradise was discussed. Mr. Lusty asked Mr. Cohen if one of the Supervisors sent out their own newsletter if they could. Mr. Cohen replied yes so as long as it was clarified that it was being sent by the individual and not the Board.

Mr. Jasper suggested providing information on upcoming meetings and workshops be provided in Parcels in Paradise. Mr. Cohen gave an example of another community where signs are placed within the community providing notice of the meetings also directing people to the website.

Mr. Lusty stated he would like to see a broadcast of the meeting agenda sent to all residents. The Board directed staff to send out the agenda via email prior to every meeting. Mr. Lusty asked what the next action steps would be. Mr. Orenstein suggested taking on this item separately in a workshop. After discussion it was suggested that the Board will hold a workshop on the same date of the traffic enforcement workshop on January 24, 2016 and provide a separate notice as required at 3:00 pm. Mr. Lusty stated that he was mistaken and wrong for a comment made previously regarding previous members not being elected and he apologized.

SEVENTH ORDER OF BUSINESS

Consideration and Assignment of Supervisor Community Responsibilities

Mr. Orenstein asked Mr. Jasper to go over the categories briefly. Mr. Jasper stated the categories were privacy officers and gates, hardscapes (roads, sidewalks, monuments) lakes and wetlands, landscape and irrigation. Mr. Jasper stated that he would like to continue with landscape and irrigation due to the ongoing negotiations currently in progress with WCI. Ms. Blandon asked if there was a consensus for Mr. Jasper to continue with the landscape and irrigation. Mr. Orenstein stated he would like to take on the Privacy and Officers and Gates. Mr. Lusty stated he would like to take Hardscapes. Ms. Lentile volunteered to take on Lakes and Wetlands. Mr. Jasper asked Ms. Lentile if she would like to take on the newsletter. After discussion it was agreed Mr. Lusty will take on the newsletter and Mr. Bracco would take on hardscapes. Mr. Cohen advised Ms. Lentile that Jim Shea was very much involved in the lakes and wetlands and informed her she was free to contact him for assistance and updates.

EIGHTH ORDER OF BUSINESS

Update on Traffic Enforcement Workshop

Mike Craychee stated he received a response from FHP and they would not be present at the workshop to be held later in the day. Mr. Craychee stated that the FHP Officer offered if there were questions that could not be answered they could be emailed and they would gladly provide a response. Mr. Orenstein asked if items completed in the past could be added to the presentation. Mr. Jasper stated he has had additional discussions with the City and they confirmed they would have to have two agreements an inter-local agreement and a second one with the Fraternal Order of Police because there would be off duty police officers onsite. Mr. Jasper stated that prior to the next workshop these agreements would be provided to the District for review. Mr. Jasper stated the City Council is adamant that the District consider the City of Venice. Mr. Bracco asked Mr. Cohen if a resident or non resident were stopped and they claimed profiling and it were to go to court would the District need an insurance policy for coverage. Mr. Cohen replied that the District will need to ensure that the proper agreements along with insurance requirements are in place.
Mr. Orenstein asked for Mr. Cohen to clarify his statement. Mr. Cohen clarified that if the Officers were directed to do something specifically there could be a claim. Questions from the public were entertained.

**NINTH ORDER OF BUSINESS**

Ms. Blandon presented the minutes of the Board of Supervisors’ meeting held on November 28, 2016. Mr. Cohen reviewed his changes to the minutes to various items and stated them for the record. Mr. Orenstein stated his changes to page 2 to adding of WCI after mention of Rick Barber in the last sentence. He then added on the 5th order of business on page 4 the mention of the Sheriff to be changed to Sarasota County Sheriff. He then added Venice City Manager after Mr. Lavellee. Sixth order of business was changed by District Counsel. Page 8 a change was made to the name of Carol Bishko. Mr. Lusty requested a change on page one, the second order of business, Ms. Lentile’s name was spelled incorrectly. He also requested a little more clarity on Public Comment. Mr. Lusty also requested a correction to the minutes on page 3 second paragraph to be inserted that Mr. Lusty made a motion to delay the designation of the officers until the 12th of December because newly elected Supervisor Ms. Lentile was not present. Mr. Lusty asked for the 12th order of business the word benefit to be changed to savings. He also asked for the word positive to be added in the same order of business. On page 4 first paragraph above six order of business says ensured it should say ensued. Mr. Lusty suggested clarity to the sentence regarding the speed limit to state to the community the speed limit. Mr. Jasper asked to add Castello to the section regarding the monument sign to be straightened. Mr. Jasper added clarity on the last sentence 3rd item page 3 not to happen during season.

On a Motion by Mr. Orenstein, seconded by Mr. Bracco, with all in favor, the Board Approved the Minutes of the Board of Supervisors’ Meeting held on November 28, 2016, as amended, for the Venetian Community Development District.

**TENTH ORDER OF BUSINESS**

Ms. Blandon presented the minutes of the Pool and Fitness Committee meeting held on June 20, 2016 and asked if there were any questions. There were none.

On a Motion by Mr. Bracco, seconded by Mr. Lusty, with all in favor, the Board Accepted the Minutes of the Pool and Facilities Committee Meeting held on June 20, 2016, for the Venetian Community Development District.

**ELEVENTH ORDER OF BUSINESS**

Mr. Cohen reported that he wanted to follow up on whether there was an interest in having a workshop on Sunshine Laws and a refresher. The Supervisors stated they were in agreement. District Counsel agreed to prepare a handout so that the
workshop could be held at the onset of the next meeting.  

Mr. Cohen provided an update on insurance and insurance limits.  Mr. Cohen stated he was copied on correspondence from the City and stated the limits required by the City including deductibles.

Mr. Cohen asked District Management if a proposal was received from the insurance agent.  Ms. Blandon replied we were waiting on an estimate.  Mr. Lusty interjected and explained his review of the District’s insurance limits and spoke regarding his personal experience and policy limits.  He strongly asked the Board to consider increasing the limit to $5,000,000.00.  Mr. Cohen did state the District has sovereign immunity protection but there are attorneys that can be creative.  Mr. Orenstein asked for the costs involved.  Mr. Jasper stated his concerns are not the costs but what is being asked of existing vendors.  Mr. Jasper provided his comments on why the City having a Risk Manager would recommend the current coverage limits for government entities.  Mr. Cohen was directed to follow up with the City on the coverage requirements and those of their vendors.

B. River Club

Mr. Kissell advised the kitchen air handler is down and they are obtaining estimates due to its condition for replacement.  Mr. Orenstein asked for reserves to be checked for this item.

Mr. Kissell provided an update on the shed.  Mr. Orenstein asked where we are with the process and Mr. Kissell provided an update.  Mr. Jasper stated his concerns regarding the aesthetic look and requirements of the PUD.

Mr. Kissell stated he received preliminary financial numbers for November.

Mr. Lusty asked Mr. Kissell regarding the liquor license information be followed up and provided before the next meeting.

Mr. Lusty stated he has not received the Vision Golf National Buying and Discount Programs.  He stated this was his 2nd request for the information.

Mr. Lusty stated he also requested a tangible personal property list and did not receive it as well and this was his 2nd request for information.

Mr. Lusty stated he noticed that the take out menu was posted at the tennis court but there was no notice or instruction of the number to call and the times the services are available and he requested this information be posted as well.

Mr. Lusty asked of the 60 or so events taking place how many are new outside events and how many are repeat events.  Mr. Kissell replied he would have to obtain this information.

Mr. Lusty stated for the record he did have a meeting with Mr. Kissell and thanked him for taking the time to meet.
C. Field Manager

Ms. Richard distributed a proposal from Invision to switch the existing camera system to an NVR system with four terra bytes of recording space. Mike Craychee explained that a new computer was installed for the gate entry system including new software. He provided an overview of the software and the encryption. This resulted in an issue of less recording time available. It will be a separate system with its own monitor and separate from the gate operation computer. A question was raised by Mr. Orenstein regarding whether four terra bytes was enough. Mr. Lusty asked if anti virus software was installed in the system. Discussion ensued regarding anti virus software. Mr. Jasper asked why this was being brought to the Board when it is a budgeted item and a replacement. Mr. Craychee replied that is was being discussed for informational purposes.

Ms. Richard provided an update on the pending estimate for the aerators for pond number 23. Ms. Richard informed the Board that she received a revised proposal utilizing electricity for the aerators. A transformer on Palazzo was identified and FPL verified that the transformer was full. FPL informed her that there is a location one lot over where the power for the transformer was pulled from and once its location is verified FPL will provide a cost estimate.

Ms. Richard also reported that FPL will be reviewing the leaning light post. Ms. Richard reported that the vendor for the door panels for the lift stations is in the process of obtaining permitting.

Ms. Richard then spoke in reference to the Welcome Center and proposed certain office hours for walk in traffic and everything else by appointment. Ms. Richard explained the constant interruptions. She reported the POA Manager did bring this issue to the POA Board for consideration. The proposed hours for walk in traffic for consideration were Tuesday and Wednesday mornings, and Thursday afternoon. Ms. Richard requested permission from the Board to implement these new hours. Mr. Orenstein asked when the traffic was high. Mr. Lusty explained he has mixed feelings regarding the hours. Mr. Lusty expressed his reservations regarding the reduction of hours. Mr. Lusty recommended educating the constituents regarding the difference between the CDD and POA. Ms. Richard explained that the residents are always encouraged to go to the website first but this is not always the case. Ms. Lentile asked if Parcels could be used for communication to relay messages such as the difference between the POA and CDD. Mr. Lusty asked what the majority of the calls received are for? Ms. Richard gave a few examples.

Mr. Lusty asked regarding the Sunrise Landscaping Contract and the trimming as per contract that has not been done. Ms. Richard replied that she informed Sunrise of the areas to be trimmed and she will ensure that the trimming is conducted.

Mr. Lusty presented photos of the first three crosswalks along Veneto Boulevard. The photos presented show that the landscaping needs to be trimmed back to prevent obstruction of views for safety. Ms. Richard explained this was done on Padova and gave examples of what can be done. Mr. Jasper suggested removing the landscaping in these areas and possibly trimming them down.
Mr. Jasper asked the Board what their feedback was on the office hours. Mr. Bracco explained he understood the dilemma but he did not have enough information on it. Mr. Lusty recommended going along with the hours as suggested and then adding hours for CDD items only. After discussion the Board agreed to give these hours a try and revisit this issue if necessary. An email communication will be drafted and sent to the community.

D. District Manager
Ms. Blandon advised the next regular meeting of the Board of Supervisors is scheduled for Monday, January 9, 2017 at 9:30 am.

TWELFTH ORDER OF BUSINESS Supervisors Requests and Comments

Ms. Lentile stated she went to the tennis committee and that there are three people that she has spoken to that are to be appointed. Ms. Blandon stated that the committee appointments will take place at the January meeting.

Mr. Cohen stated that if the Board was ready to move forward with the appointments they could be done at this meeting.

Ms. Blandon provided the dates of the upcoming committee meetings. After discussion the Board agreed to move forward with the committee appointments in the January 9th Meeting. The existing scheduled meetings will take place.

Mr. Jasper then reported that as per Mr. Bracco’s request he has spoken to Roger Effron and they are happy to schedule a community alligator seminar.

Mr. Lusty asked in reference to the Victory Security billing issue where the invoices were inverted and the District was charged erroneously. Ms. Richard stated the issue was a result of the District’s clerical error because the hours were taken from a prior POA contract. Ms. Richard explained that when the addendum was prepared the discussion with the vendor was going forward and not retroactively. Mr. Lusty expressed his disagreement with this because if the District was overbilled the contractor should provide a reimbursement.

Mr. Lusty asked regarding the notes receivable on the balance sheet and explained the items in this category. He explained that it was clarified to him that this should be a due from the Enterprise fund due to the CDD. Ms. Blandon stated that this item should have been corrected but she will follow up with accounting on this issue.

Mr. Lusty then explained the District currently has $ 1,552,000.00 of assets in an open ended non insured money market fund and distributed information for review. He explained the expense ratio and yield. He presented the best accounts available and percentage that could be utilized and compared the existing interest versus what could be obtained. Mr. Lusty stated that he would like to make a motion for the Board to empower him to move these funds into higher interest bearing accounts subject to applicable laws and if allowed legally. Mr. Lusty suggested moving the funds to FDIC insured accounts at higher interest bearing rate accounts. The motion was seconded by Susie Lentile. All Supervisors were in favor.
On a Motion by Mr. Lusty, seconded by Ms. Lentile, with all in favor, the Board appointed Mr. Lusty as the Liaison of the Board, to move the District’s funds into higher interest bearing and FDIC insured accounts subject to applicable laws, for the Venetian Community Development District.

Mr. Lusty asked regarding the leaning palm tree on Veneto Boulevard and whether it can be straightened. The Board instructed Ms. Richard to address the issue so that it can be straightened or replanted somewhere else.

THIRTEENTH ORDER OF BUSINESS Adjournment

On a Motion by Mr. Jasper, seconded by Mr. Lusty, with all in favor, the Board adjourned the meeting at 1:56 p.m., for the Venetian Community Development District.