Venetian Community Development District

Board of Supervisors’ Meeting
December 10, 2018

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

www.venetiancdd.org
VENETIAN
COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors

Rich Bracco  Chairman
Harry Orenstein  Vice Chairman
David Lusty  Assistant Secretary
Susie Lentile  Assistant Secretary
Rich Bracco  Assistant Secretary

District Manager
Belinda Blandon  Rizzetta & Company, Inc.

District Counsel
Andy Cohen  Persson, Cohen & Mooney, P.A.

District Engineer
Rick Schappacher  Schappacher Engineering

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

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

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

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.
December 3, 2018

Board of Supervisors
Venetian Community
Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Venetian Community Development District will be held on Monday, December 10, 2018 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. Sunshine/Apparent Authority Presentation by Mr. Cohen
   B. Aquatic Systems - Florida Water Steward Presentation
   C. Consideration of BrightView Proposals for Drainage Repair Along Veneto Boulevard .................................................. Tab 1
   D. Consideration of Resolution 2019-04, Initiating Conflict Resolution .......................................................... Tab 2
      1. Roadway Plat
      2. Roadway Assessment
      3. Letter to City of Venice
   E. Consideration of Proposals for Mailbox Painting ................. Tab 3
      1. Artistry Painting Company, Inc.
      2. Burnett Painting
      3. Kranenburg Painting
   F. Consideration of Nature Walk License Agreement with Venetian Golf & River Club Property Owners Association, Inc. Related to Patrol Services ................................................ Tab 4
5. BUSINESS ADMINISTRATION
   A. Consideration of the Minutes of the Board of Supervisors’ Meeting held on November 12, 2018
   B. Consideration of the Minutes of the Board of Supervisors’ Meeting held on November 26, 2018................................. Tab 5
6. CONSENT ITEMS
   A. Consideration of Committee Meeting Minutes................. Tab 6
      1. October 29, 2018 Pickleball Committee Meeting
7. STAFF REPORTS
   A. District Counsel
   B. River Club
   C. Field Manager
   D. District Manager
8. SUPERVISOR REQUESTS AND COMMENTS
9. **ADJOURNMENT**

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

Very truly yours,

*Belinda Blandon*

Belinda Blandon  
District Manager

cc: Andrew Cohen, Persson & Cohen, P.A.
Tab 1
Proposal for Extra Work at
Venetian Community Development

Property Name: Venetian Community Development  
Property Address: c/o Rizzetta & Company, Inc. 102 Pesaro Drive, North Venice, FL 34275

Contact: Kareen Richard
To: Venetian Community Development District
Billing Address: c/o Rizzetta & Company Inc 9530 Marketplace Rd Ste 206, FT. Myers, FL 33912

Project Name: Veneto drainage quote 1
Project Description: scrape out sod and soil to level out to allow proper drainage along Veneto Blvd.

Scope of Work

<table>
<thead>
<tr>
<th>QTY</th>
<th>UoM/Size</th>
<th>Material/Description</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>labor to scrape down the soil on Veneto Blvd in the sidewalk areas that collect rain water and irrigation from just before Brunello to the cart path heading east.</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
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<tr>
<td>4,800.00</td>
<td>SQUARE FEET</td>
<td>Install 4800 total sq ft of sod after the soil has been remove and leveled for drainage.</td>
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<td>$4,800.00</td>
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<td>1.00</td>
<td>LUMP SUM</td>
<td>Parts and labor to repair lower and move heads after the scraping is completed.</td>
<td>$800.00</td>
<td>$800.00</td>
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Total Price: $6,800.00

THIS IS NOT AN INVOICE
This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
530 Rusty Marshall Drive, Englewood, FL 34223 ph. (941) 473-3800 fax (941) 473-3811
TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bids specifications.

2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.

3. License and Permits: Contractor shall maintain a Landscape Contractor’s license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.

5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker’s Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor’s work to the extent such liabilities are adjudicated to have been caused by Contractor’s negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God as defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.

7. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.

9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.

10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.

11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.

12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assigns and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change, change of control or corporate reorganization.

13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services (“Design Services”) are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of $150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to, concrete, brick, filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined basfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner’s expense.

16. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract
Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC’S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Kareen Richard
November 28, 2018

BrightView Landscape Services, Inc. "BrightView"

James R. Stephens
November 28, 2018

Job #: 344100125
Proposed Price: $6,800.00
SO #: 6803351
Proposal for Extra Work at
Venetian Community Development

Property Name: Venetian Community Development  
Property Address: c/o Rizzetta & Company, Inc. 102 Pesaro Drive  
North Venice, FL 34275

Contact: Kareen Richard  
To: Venetian Community Development District  
Billing Address: c/o Rizzetta & Company Inc 9530 Marketplace Rd Ste 206  
FT. Myers, FL 33912

Project Name: Veneto Blvd drainage quote 2.  
Project Description: Install 9 inch drain boxes to schedule 40 pipe and chip out curb and let the water flow to road.

Scope of Work

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<th>QTY</th>
<th>UoM/Size</th>
<th>Material/Description</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>12.00</td>
<td>EACH</td>
<td>install a total of 12 9 inch drain boxes along the the low areas to catch the water and push it to the road curb through schedule 40 pipe.</td>
<td>$65.00</td>
<td>$780.00</td>
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<tr>
<td>100.00</td>
<td>SQUARE FEET</td>
<td>Install 100 total sq ft of schedule 40 pipe connecting each box to allow the water to be pushed to the curb.</td>
<td>$15.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>labor to cut the concrete and repair the concrete for the drains.</td>
<td>$300.00</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

Total Price: $2,580.00

THIS IS NOT AN INVOICE

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530 Rusty Marshall Drive, Englewood, FL 34223 ph. (941) 473-3800 fax (941) 473-3811
TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.

2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.

3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.

5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or wilful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God as defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on properly owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.

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16. Waiver of Liability: Requests for crown trimming in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract
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Customer
Signature
Customer

Field Manager
Signature
Field Manager

Kareen Richard
Print Name
Date
November 28, 2018

BrightView Landscape Services, Inc. "BrightView"
Account Manager
Signature
Account Manager

James R. Stephens
Print Name
Date
November 28, 2018

Job #: 344100125
Proposed Price: $2,580.00
SO #: 6803366
Venetian Community Development District

RESOLUTION NO. 2019-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENETIAN COMMUNITY DEVELOPMENT DISTRICT OF VENICE, FLORIDA, INITIATING THE CONFLICT RESOLUTION PROCEDURES SET FORTH IN SECTION 164.1052, FLORIDA STATUTES, FOR THE RECOVERY OF DAMAGES FROM THE CITY OF VENICE FOR DAMAGE TO CERTAIN STREETS OWNED AND UNDER THE CONTROL OF THE VENETIAN COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District oversees operation and management of the District on behalf of the residents of the District; and

WHEREAS, the duties of the Board of Supervisors include the management of the use and maintenance of the streets within the District; and

WHEREAS, the City of Venice (hereinafter the “City”) provides waste removal, recycling, and landscape waste removal services to the residents of the District, and the trucks that are used to provide those services are authorized to use the streets within the District for the purpose of providing those services; and

WHEREAS, beginning in March of 2017, the trucks that the City provided for the waste removal, recycling, and landscape waste removal services began leaking hydraulic fluid on the streets of the District, and the leaking of hydraulic fluid has been continuous and ongoing since then; and

WHEREAS, in addition to the hydraulic leaks from the City’s trucks, there has been diesel fuel spill on two streets under the District’s jurisdiction from a City truck that had a loose or missing fuel tank cap; and

WHEREAS, damage caused by the hydraulic fluid leaks and diesel fuel spills to the District’s streets has been substantial and has shortened the lifespan of the blacktop on those streets which will require the District to incur unanticipated costs to repair and maintain the streets; and

WHEREAS, in addition to the substantial monetary impact of the hydraulic fluid leaks and diesel fuel spills, the District and its residents have suffered an aesthetic impact to the appearance of the District’s neighborhoods which have always been well regarded for the pristine conditions in which the District has
maintained the common areas of the District including the streets that District residents and their guests use; and

WHEREAS, the streets that have been damaged by the hydraulic fluid leaks and diesel fuel spills are depicted on the plat of streets of the District attached to this Resolution as Exhibit A; and

WHEREAS, the damages that have been incurred by the District and its residents have been quantified in the roadway assessment report attached to this Resolution as Exhibit B; and

WHEREAS, the Board of Supervisors through its own efforts and those of outside counsel have tried several times to negotiate with the City and its insurer, the Florida League of Cities, for a settlement to reimburse the District and its residents for current and anticipated damages caused by the City’s trucks, but those efforts have been unsuccessful due to the unresponsiveness of the City and the Florida League of Cities and their refusal to engage in meaningful negotiations; and

WHEREAS, the Board of Supervisors of the District has determined that the dispute must now be resolved by litigation; and

WHEREAS, Section 164.1052, Florida Statutes, requires the District to initiate conflict resolution procedures with the City of Venice before initiating court proceedings by passing this Resolution and putting the City on notice of the District’s intent to pursue litigation to redress its grievances.

NOW, THEREFORE, be it resolved by the Board of Supervisors of the Venetian Community Development District as follows:

Section 1. The recitals set forth in this Resolution are hereby incorporated by reference and made a part of this Resolution.

Section 2. The Board of Supervisors hereby authorizes the initiation of litigation to recover the damages sustained by the District as a result of the hydraulic fluid leaks and diesel fuel spills from trucks owned and operated by the City of Venice. The details of the location of the damages and the extent of the damages are set forth in Exhibit A and Exhibit B.

Section 3. As a prerequisite to the commencement of litigation, the Board hereby passes this Resolution to initiate the conflict resolution procedure prescribed in Section 164.1052, Florida Statutes, and the Board authorizes and directs its representatives to engage in good faith settlement negotiations with the City and its insurer for the purpose of resolving the dispute without resorting to litigation.
Section 4. Any proposed settlement shall be subject to the review and formal approval of the Board of Supervisors of the District.

Section 5. The Chairman and the Secretary of the Board are directed to send a letter and a certified copy of this Resolution to the Mayor of the City of Venice and the City Manager of the City of Venice within five days of the passage of this Resolution, and the letter shall be sent by certified mail, return receipt requested.

Section 6. The letter shall be in substantially the form of the letter attached to this Resolution as Exhibit C.

Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS ______ DAY OF DECEMBER, 2018.

_____________________________
CHAIRMAN

ATTEST:

_____________________________
SECRETARY
## Venetian Golf & River Club
### 2018 Hydraulic and Diesel Spill Roadway Assessment

**Note:** Add 200' for each cul-de-sac

### Road Length and Estimated Asphalt Life

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<th>10-12 yrs</th>
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<td>Bella Vista Terr West</td>
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<tr>
<td>Vicenza Way North</td>
<td>510</td>
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<tr>
<td>Vicenza Way South</td>
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<tr>
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<tr>
<td>Pesaro Dr North</td>
<td>1,983</td>
<td></td>
<td></td>
<td>110</td>
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<tr>
<td>Medici Terr</td>
<td>2,090</td>
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<td>Medici Ct</td>
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<td>Savona Way North</td>
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<td>Martelliago Way North</td>
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<tr>
<td>Cipriani Way South</td>
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<tr>
<td>Pesaro Dr West @ 24' wide</td>
<td>983</td>
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<tr>
<td>Pesaro Dr West @ 30' wide</td>
<td>600</td>
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<tr>
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<td>663</td>
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<td>Citadella Dr</td>
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<tr>
<td>Portofina Dr South</td>
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<td>Padova Way</td>
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</tr>
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</table>

### Total
- Total Length: 15,856
- Avg Width: 24
- Total SF: 380,544
- Total SY: 42,283

**Mill & Resurface @ $11.00**
- $401,685
- $322,392
- $113,896
- $126,996
- $56,848

**Total:** $1,321,817

**Life Span based on 20 years, Share 50% of remaining life**

### Percentage Owed by City:

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<tr>
<th>City</th>
<th>1.5%</th>
<th>2.5%</th>
<th>3.5%</th>
<th>4.5%</th>
<th>5.5%</th>
<th>6.5%</th>
<th>7.5%</th>
<th>8.5%</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>1.5%</td>
<td>150,632.00</td>
<td>108,807.30</td>
<td>115,821.40</td>
<td>28,574.10</td>
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<td>0.00</td>
<td>0.00</td>
<td>$411,783.20</td>
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</table>
## Venetian Golf & River Club
### 2018 Hydraulic and Diesel Spill Roadway Assessment

Note: Add 200 for each cul-de-sac

<table>
<thead>
<tr>
<th>Roadway</th>
<th>15 + yrs</th>
<th>12-15 yrs</th>
<th>10-12 yrs</th>
<th>8-10 yrs</th>
<th>6-8 yrs</th>
<th>4-6 yrs</th>
<th>2-4 yrs</th>
<th>0-2 yrs</th>
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<tr>
<td>Testa Ct south</td>
<td>740</td>
<td></td>
<td>1,030</td>
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<tr>
<td>Testa Ct north</td>
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<tr>
<td>Balance Ct</td>
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<tr>
<td>Total Length</td>
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<td>1,405</td>
<td>1,030</td>
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<tr>
<td>Avg Width</td>
<td>24</td>
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<td>3,747</td>
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<td>Mill &amp; Resurface 1.5&quot; @ $11.00</td>
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<td>$0</td>
<td>$35,593</td>
<td>$26,093</td>
<td>$0</td>
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</tr>
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</table>

**Lifespan based on 20 years**

<table>
<thead>
<tr>
<th>Percentage owed by City</th>
<th>Total</th>
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<tr>
<td>0.565</td>
<td>$23,488.75</td>
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<tr>
<td>0.506</td>
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<tr>
<td>0.413</td>
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<td>0.338</td>
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<td>0.263</td>
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<tr>
<td>0.188</td>
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<tr>
<td>0.113</td>
<td></td>
</tr>
<tr>
<td>0.038</td>
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</table>

**Sealing roadways where diesel fuel spills occurred**

<table>
<thead>
<tr>
<th>$1.50 per SY</th>
<th>5,620.00</th>
<th>4,120.00</th>
<th>$9,740.00</th>
</tr>
</thead>
</table>
Sent by certified mail, return receipt requested.  

December ____, 2018

The Honorable John Holic  
Mayor  
City of Venice  
401 West Venice Avenue  
Venice, FL 34285

Edward F. Lavallee  
City Manager  
City of Venice  
401 West Venice Avenue  
Venice, FL 34285

Subject: Initiation of Conflict Resolution Procedure with Venetian CDD.

Dear Mayor Holic and Mr. Lavallee:

This letter is being sent pursuant to Section 164.1052, Florida Statutes, to initiate conflict resolution procedures to resolve the conflict that has arisen between the Venetian Community Development District and the City of Venice. In accordance with Section 164.1052, a certified copy of a resolution authorizing the initiation of conflict resolution procedures is enclosed with this letter.

The Board of Supervisors of the Venetian Community Development District seeks to recover damages sustained by the District and its residents for hydraulic liquid leaks and diesel fuel spills caused by City of Venice trucks that provide waste removal, recycling, and landscape waste removal services to the residents of the District. The enclosed resolution provides more details regarding the conflict and provides a summary of the damages incurred by the District.

The need to initiate the conflict resolution process has arisen as a result of the lack of responsiveness from the Florida League of Cities, the City’s insurer, to repeated efforts to resolve the dispute. The District has no choice but to pursue the conflict resolution process, and if that effort does not resolve the matter, then litigation.
As required by Section 164.1052, the District has set the following date, time, and location for the conflict assessment meeting:

Date and Time of Meeting: December _____, 2018, at _____ a.m.

Location of Meeting: Venetian Community Development District*
102 Pesaro Drive, North Venice, FL 34275

* Includes a site visit to the streets affected by the trucks.

The District will have its Chairman and staff present along with outside counsel. The District would like to have the City’s Mayor, City Manager, and vehicle fleet manager along with a representative from the Florida League of Cities who has decision making authority with respect to the settlement of the District’s claim for damages.

We look forward to a productive meeting with the goal of resolving the dispute.

Respectfully submitted,

_________________________
Jerry Jasper
Chairman

Copy: Board of Supervisors of Venetian Community Development District
Tab 3
BID

VENETIAN COMMUNITY DEVELOPMENT DISTRICT
MAILBOX REPAINT

We hereby submit an estimate to furnish all labor, tools, equipment, materials and support services to repaint 122 Double Mail Boxes, 2 Posts & Lights, 12 Quad Mailboxes & 783 Single Mailboxes at Venetian Golf & Country Club FL 34275.

EXTERIOR: Repaint 122 Double Mail Boxes, 2 Posts & Lights, 12 Quad Mailboxes & 783 Single Mailboxes.

1. Mechanically Grind/Sand corrosion & flaking paint to each mailbox, wipe with alcohol, spot prime with PPG Oil-Based Rust Inhibitive Metal Primer and a finish coat of PPG Pitt-Tech Satin DTM Stock color Bronze Tone Enamel.

CLARIFICATIONS:

1. Occasionally, the cleaning technique reveals an unforeseen or concealed condition which requires additional labor and materials. These conditions shall be reported to management, approved and completed with a Change Order to the contract. NOTE: Contractor shall be given extra time to complete this work.
2. Association/Management will be responsible for notifying all owners and guests of the work being performed in order to avoid any damages to personal belongings.
3. Work areas will be marked off and signs will be posted by Contractor. No damages will be paid for items located or parked within the restricted areas.
4. Sanitary facilities will be provided by Artistry Painting Company Inc.
5. Price is based on normal business hours, Monday through Friday.
6. Price is based on using PPG Paint products and specifications.
7. Artistry Painting Company to remove all trash from the work site daily.
8. Protect your investment ensure all your vendors carry Workers Compensation on all their employees or subcontractors. Artistry Painting Company does not use painting subcontractors. All our employees are covered by workers compensation insurance.

EXCLUSIONS:

- Any item or items not listed in the above scope of work.

PROJECTED TIME: This project is estimated to take approximately 3-4 months to complete the work barring any unforeseen circumstances or weather.

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: $96,954.00
Venetian Community Development District Mailbox Repaint: continued

**PAYMENT**: An invoice will be submitted for payment after every one hundred mailboxes have been painted and inspected until the completion of project.

**OPTION #1**: Paint Mailboxes with a Prime coat of Ameron Pre Cat Epoxy Primer and a finish coat of Ameron PSX1 Single Component Polysiloxane Semi-Gloss Finish for the sum of: $113,974.00

**OPTION #2**: Paint Mailboxes with a 2-Part Prime coat of Americoat One and a finish coat of PSX One Semi-Gloss Finish for the sum of: $123,974.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Artistry Painting Company to carry General Liability, Worker Compensation, and Commercial Auto Insurances. Note: This proposal may be withdrawn by us if not accepted within 60 days.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please acknowledge acceptance by signing and returning this original proposal to our office or by faxing it to 941-484-3937.

Authorized Signature: ___________________________ Date of Acceptance: __________

Authorized Signature: ___________________________ Date: September 28, 2018

*Robert Simpson, Sales Rep*
### Prep/Paint Mailboxes & Posts

<table>
<thead>
<tr>
<th>NEW COLOR</th>
<th>UNITS/QTY</th>
<th>#STEPS</th>
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</thead>
<tbody>
<tr>
<td>Prep/Paint Mailboxes &amp; Posts - Pressure Clean Mailboxes</td>
<td>1.00</td>
<td>1</td>
</tr>
</tbody>
</table>

**Pressur Clean Mailboxes**

- **Materials:**
  - Prep/Paint Mailboxes & Posts - Pressure Clean...

**Notes:**

- The mailboxes will need to be pressured cleaned prior to painting
- Contact Matt Rice - Mr. Pressure Cleaning for an estimate
- mrpressurecleaning.com 941-218-7802
- **NOT INCLUDED IN THIS QUOTE**

| Prep/Paint Mailboxes | 1.00 | 3 |

**Prep/Paint Mailboxes**

- **Materials:**
  - PPG AMERCOAT ONE - DTM Primer: Spot Prime,
  - PPG PSX ONE - High Gloss Topcoat: Finish Coat

**Notes:**

- There are 122 double mailboxes, 2 posts and light only, 12 quadruple mailboxes and 782 single mailboxes.
- John the maintenance man will remove the globes and lights
- John will remove the red flags
- We will remove the address numbers
- Remove rust, dirt, moisture, grease or other contaminants from surface
• Mechanically grind/sand the corrosion and flaking on each mailbox
• Spot prime with an oil-based rust inhibitive PPG AMERCOAT ONE DTM Primer
• Finish with DTM PPG PSX ONE High Gloss (2 coats)
• John will replace the red flags
• John will replace the address numbers

Shade Screen set up/break down

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<thead>
<tr>
<th>NEW COLOR</th>
<th>UNITS/QTY</th>
<th>#STEPS</th>
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</thead>
<tbody>
<tr>
<td>1.00</td>
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</table>

Materials:
Lumber Stock: Portable Shade Screen

Notes:
• Product application recommendations require the product not be applied in direct sunlight
• Portable shade screens will be created and set up, moved as needed, broken down daily

PREP/PAINT MAILBOXES & POSTS SUBTOTAL $30,598.51

Remove/Replace Flags & Fixtures

<table>
<thead>
<tr>
<th>NEW COLOR</th>
<th>UNITS/QTY</th>
<th>#STEPS</th>
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</thead>
<tbody>
<tr>
<td>1.00</td>
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</tbody>
</table>

- If John the maintenance man does not remove/replace the flags & fixtures
- Remove flag/fixtures place somewhere safely in front of house
- There are 918 light fixtures and 1076 flags
- Replace flag/fixtures

REMOVE/REPLACE FLAGS & FIXTURES SUBTOTAL $8,832.00

Sample Mailbox

<table>
<thead>
<tr>
<th>NEW COLOR</th>
<th>UNITS/QTY</th>
<th>#STEPS</th>
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</thead>
<tbody>
<tr>
<td>1.00</td>
<td>3</td>
<td></td>
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</tbody>
</table>

Materials:
PPG AMERCOAT ONE - DTM Primer: Sample Mailbox-Flags & Fixtures,
PPG PSX ONE - High Gloss Topcoat: Sample Mailbox-Flags & Fixtures

Notes:
• Prep & paint one mailbox
SAMPLE MAILBOX SUBTOTAL $718.47

GRAND TOTAL $40,841.94

*The prices quoted in this estimate are valid for 90 days. Please call either Kurt or Jennifer with any questions, comments, or concerns. Kurt 941-223-4175 or Jenn 941-423-5249

*Additional steps/coats not included in estimate details but required due to color choice or other factors will require an additional cost.

*To move forward with this project we require a 20% deposit

*The remaining balance will be split into progress payments corresponding with project schedule

*The project would be phased out into sections of streets/areas to allow time for maintenance to move ahead of painters

*There are 122 double mailboxes, 2 posts and light only, 12 quadruple mailboxes, and 782 single mailboxes
Exterior painting quote

Cliff Kranenburg Painting, INC is pleased to present a quote the sum of 81,850 to paint all 918 mailboxes and posts in the community 122 double, 2 light and post only, 12 quadruple and 782 single mailboxes.

**PREPARATION:** This process is the most important part of a long lasting and professional paint job.

- **A)** Mechanically grind/sand the corrosion and flaking to each wipe clean with denatured alcohol.
- **B)** Wipe with Denatured alcohol, spot prime with PPG Oil Based Rust Inhibitive Metal Primer and a finish coat of PPG Pitt Tech Satin Direct to metal stock color bronze tone enamel.
- **C)** All light fixtures and flags would be taken off and reinstalled by Venetian
- **D)** Kranenburg painting will offer a three year warranty.

The work covered under this contract will be performed in a thorough, timely, and orderly manner.

Quality drop cloths will be in use at all times to ensure the ground has minimal exposure to paint.

All landscaping will be protected to the best extent possible.

All areas are to be finished per the following specifications:

- **A)** Wipe with Denatured alcohol, spot prime with PPG Oil Based Rust Inhibitive Metal Primer and a finish coat of PPG Pitt Tech Satin Direct to metal stock color bronze tone enamel.

**EXCLUSIONS:**

1) All other substrates not specifically mentioned
2) Numbers and flag removed and replacement to be done by Venetian.

Verbal agreements and or representations will not be binding. Only written provisions will be honored...

The contractor will not be held liable for the careless and or reckless behavior of any person(s) on the premises with the exception of the contractor’s.
Any application on the building that has not been previously painted, to include the following: Any Concrete, Steel, Brick, masonry Surface Not Noted Above.

We will require access to outside of each mailbox for 1 business day dependent on weather. This includes running water and electricity. Kranenburg painting can start the project the first week of January and can project be completed within a three months.

We look forward to servicing all of your painting and decorating needs.

11/30/2018
Cliff Kranenburg
Proprietor - Cliff Kranenburg Painting, Inc.
Cliff Kranenburg Painting, INC is pleased to present a quote the sum of 87,850 to paint all 918 mailboxes and posts in the community 122 double, 2 light and post only, 12 quadruple and 782 single mailboxes.

**PREPARATION:** This process is the most important part of a long lasting and professional paint job.

- A) Removal of flags and light fixtures
- B) Mechanically grind/sand the corrosion and flaking to each wipe clean with denatured alcohol.
- C) Wipe with Denatured alcohol, spot prime with PPG Oil Based Rust Inhibitive Metal Primer and a finish coat of PPG Pitt Tech Satin Direct to metal stock color bronze tone enamel.
- D) Re install light fixtures
- E) Kranenburg painting will offer a three year warranty.

The work covered under this contract will be performed in a thorough, timely, and orderly manner. Quality drop cloths will be in use at all times to ensure the ground has minimal exposure to paint. All landscaping will be protected to the best extent possible.

All areas are to be finished per the following specifications:

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We look forward to servicing all of your painting and decorating needs.

11/30/2018
Cliff Kranenburg
Proprietor - Cliff Kranenburg Painting, Inc.
Tab 4
LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") made this __ day of __________, 2018, by and between Venetian Golf & River Club Property Owners Association, Inc. ("Licensor"), whose address is 102 Pesaro Drive, North Venice, FL 34275, and Venetian Community Development District ("Licensee"), whose address is c/o Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912.

WITNESSETH:

WHEREAS, Licensor is a Property Owners Association organized under the laws of Chapter 720, Fla. Stat., and the owner of record of a nature walk in the Venetian Golf and River Club Community. The nature walk property being more particularly described in Exhibit “A” ("Nature Walk"); and

WHEREAS, Licensee is a Community Development District organized under Chapter 190, Fla. Stat., responsible for the operation and maintenance of certain infrastructure within the Venetian Golf and River Club community; and

WHEREAS, Licensor operates and maintains the Nature Walk but is in need of patrol services for the Nature Walk due to recent illicit activity in the vicinity; and

WHEREAS, Licensee contracts with a vendor to man the guard gate to the community, provide patrol services and otherwise assist in operation of Licensee’s infrastructure; and

WHEREAS, Licensee has agreed to allow Licensor to utilize Licensee’s privacy/gate guard vendor to provide patrols of the Nature Walk.

NOW THEREFORE, in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and more fully detailed below, the parties hereto agree as follows:

1. Licensor hereby grants to Licensee and/or its vendor(s) a revocable, non-exclusive license to enter the Nature Walk to provide patrol service. Patrols shall be at the frequency as follows: ________________. Licensee shall charge Licensor for patrol services the amount it incurs and nothing more or less, currently $_________ per hour. Other than as referenced herein, use of the license shall not interfere with, or adversely impact, the Licensor’s and its members’ use of the Nature Walk.

2. Unless terminated sooner pursuant to the terms hereof, this Agreement shall terminate one (1) year after the date hereof, and be automatically extended for successive periods of one (1) year, unless either party has defaulted hereunder and has failed to cure such default after five (5) days written notice, or (b) applicable laws or governmental regulations have changed such that one or more material provisions of this License Agreement are no longer enforceable, or (c) either party elects to terminate this Agreement in their sole and absolute discretion upon five (5) days written notice.

3. The patrols referenced herein shall be performed by professionals experienced in providing such services in compliance with all applicable laws, rules, regulations, ordinances and orders of any government entity.
4. In consideration for providing the referenced patrols, Licensor hereby agrees to defend with
counsel approved by Licensee, to hold harmless and indemnify Licensee and/or its security provider, from
any liability for injury, loss, accident or damage to any person or property, and from any claims, actions,
proceedings and expenses and costs in connection therewith (including, without limitation, reasonable
counsel fees), (i) arising from (a) the omission, fault, willful act, negligence or other misconduct of
Licensor, or Licensor's contractors, agents or invitees, or (ii) resulting from the failure of Licensor to
perform or discharge its covenants and obligations under this Agreement.

5. In the event Licensor is in default in the performance of any of Licensor's obligations
under this Agreement (including but not limited to payment for the provided patrol services), and such
default is not cured within five (5) calendar days after written notice thereof, then Licensee shall have all
rights available under the law including but not limited to the following remedies: injunctive relief;
damages; and termination of this Agreement, upon which termination all rights and responsibilities
hereunder shall terminate.

6. In connection with any litigation arising out of or in connection with this Agreement, the
prevailing party shall be entitled to recover all of such party’s expenses incurred in connection therewith,
including reasonable attorney’s fees and costs at the trial and appellate levels, at bankruptcy proceedings and
proceedings to determine entitlement to and reasonableness of the amount of such fees and costs.

7. This Agreement shall be binding upon and inure to the benefit of the parties and their
respective legal representatives, successors, and permitted assigns. The rights and obligations shall run with
the title to the Nature Walk.

8. Venue for all proceedings in connection with this Agreement shall be Sarasota County,
Florida and all aspects of this Agreement shall be governed by the laws of the State of Florida. Either party
may record this Agreement in the public records of Sarasota County, Florida.

Remainder of page intentionally left blank
IN WITNESS WHEREOF, the undersigned have executed this Agreement the date first set forth above.

WITNESSES:

Print Name:______________________________

________________________________________

Print Name:______________________________

________________________________________

Print Name:______________________________

________________________________________

LICENSEE: VENETIAN COMMUNITY DEVELOPMENT DISTRICT

By: ____________________________________

Its: ____________________________________

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this _____ day of ________, 2018 personally appeared __________________ as ____________ of Venetian Golf & River Club Property Owners Association, Inc., who is personally known to me __ or who has produced a Driver's Licenses as identification: __.

________________________________________

(NOTARIAL SEAL)

I am a Notary Public in and for the State of Florida and my commission expires: _____.

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this _____ day of ________, 2018, personally appeared __________________ as ____________ of Venetian Community Development District, who is personally known to me __ or who produced Driver’s Licenses as identification: __.

________________________________________

(NOTARIAL SEAL)

I am a Notary Public in and for the State of Florida and my commission expires: _____.
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, November 12, 2018 at 9:30 a.m. at the Venetian Golf Club, 105 Pesaro Drive, North Venice, Florida 34275.

Present and constituting a quorum were:

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

Also present were:

Belinda Blandon  District Manager, Rizzetta & Company, Inc.
John Toborg  Sr. Field Services Manager, Rizzetta & Company, Inc.
Andy Cohen  District Counsel, Persson & Cohen, P.A.
Rick Schappacher  District Engineer, Schappacher Engineering
Denise Payton  Club Manager, River Club
Mike Rodriguez  Interim Field Manager, Venetian CDD
Jamie Stephens  Brightview Landscape
Matt Braun  Brightview Landscape
Audience

FIRST ORDER OF BUSINESS  Call to Order

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

SECOND ORDER OF BUSINESS  Public Comment

Mr. Lusty addressed the room advising that today is the final Board Meeting for Mr. Orenstein and Mr. Jasper. He presented a plaque to Mr. Orenstein and Mr. Jasper in recognition of their service to the community.

Ms. Blandon opened the floor to audience comments.

Ms. Tracy Greco addressed the Board related to landscaping concerns with the Ligustrum not being maintained properly which is causing distress to the trees and plants under the Ligustrum canopies.
Mr. Ted Malkasian addressed the Board related to allowing the residents of the community to vote on new amenities as well as the budget amendment and interest being made on the assessments being paid. He advised that since more money is coming in and it is in the power of the Board to change the budget then the Board should re-evaluate the assessments for the current year.

Mr. Carl Chorba addressed the Board regarding the process for obtaining new RFID tags advising that it is cumbersome and he asked that the tags be put on the vehicle at the time of payment. Mr. Chorba reviewed an automated system that would streamline the RFID process.

Mr. Peter Gemerer addressed the Board regarding landscaping concerns he further addressed concerns regarding the entry gate.

Ms. Pam Perry addressed the Board in order to recognize Mr. Orenstein and Mr. Jasper for their service to the community.

Mr. Michael Angerame addressed the Board regarding safety issues concerning ingress and egress related to the River Club. He further asked that the Board consider moving the meetings to a larger room. Mr. Angerame addressed concerns related to landscaping. Mr. Bracco agreed there are issues and concerns with the landscaping. Mr. Angerame stated that the Management Company isn’t doing their job. Mr. Lusty advised that he agrees that landscaping is a concern.

Mr. Lewis Perry addressed the Board regarding the traffic radar; he advised the traffic compliance committee is going to be appointed at the next POA meeting. Mr. Perry advised that he has provided the information related to the traffic radar to Ms. Blandon. Mr. Perry advised that signage is also required and he reviewed the needed signage. Mr. Jasper suggested that the Board discuss the signage in order to move forward in the process. He suggested removing the 20 mph sign and adding the “radar enforcement” signs to the existing signs. Mr. Perry thanked Mr. Jasper and Mr. Orenstein for their service to the community.

Mr. Jasper advised that he has spoken with the POA and suggested that they obtain the radar data on a go forward basis. Mr. Lusty asked for confirmation that the CDD Board would still receive copies of the radar reports. Mr. Perry confirmed.

THIRD ORDER OF BUSINESS  

District Engineer Staff Report

Mr. Schappacher reviewed the radar reports sent out last week; he advised the average speed at the guardhouse was between 20 and 22 mph, on Pesaro the average speed was between 24 and 25 mph, and on Veneto the average speed was between 24 and 27 mph. He advised the speeds include the golf carts so numbers may be slightly skewed.

Mr. Schappacher advised he is in the process of doing site reviews, which are almost complete, he advised there are a lot of damaged utility box covers most of which are on private property. He suggested reaching out to the owner of the utilities for repair or replacement. Mr. Schappacher advised that he will provide a summary report. Ms.
Lentile inquired regarding reaching out to the owner of the boxes and covers; Mr. Schappacher advised that the owner of the boxes could say they haven’t broken the boxes or lids. Mr. Jasper advised that those that are on private property cannot be addressed by the CDD. Mr. Schappacher advised he will summarize the list and then the Board can determine the responsible parties in order to reach out for repair and replacement. Mr. Bracco spoke regarding whether or not the covers are available for purchase. Mr. Lusty advised that the POA may want to address and enforce the cover repair and replacement as it could be a liability. He suggested providing the complete summary to the POA once available.

Mr. Schappacher advised that the sidewalk out front will be replaced this week and sealing of the joint between the curb and sidewalk will be done as well. Mr. Schappacher advised that he is approximately 80 percent complete with the community wide sidewalk review.

Mr. Schappacher advised that Ms. Lentile has provided information related to concerns with the water level; he advised that a lot of that has to do with the off-site dewatering. Discussion ensued regarding the off-site dewatering process. Mr. Jasper advised that the low water level within some of the lakes is due to the lack of rain.

Mr. Lusty inquired regarding the status of the asphalt repairs. Mr. Schappacher advised that the contract has been executed and they have been directed to work with Ms. Payton for coordination. Mr. Lusty inquired regarding lake bank review. Mr. Schappacher advised that water levels are not quite low enough for complete bank review and that he should be able to prepare a report in about a month.

Mr. Jasper discussed the turnover of Capello II, Palazzo II and Palermo; he advised they are very close to turn over from Lennar. Mr. Jasper advised that punch list items have been ongoing for approximately a year and the lists are down to just a few items. Mr. Jasper suggested that the Board have Mr. Schappacher to make the determination as to whether or not the areas are ready for turnover. He advised that he would like to approve the turn overs subject to Mr. Cohen reviewing the legal documents and Mr. Schappacher reviewing the punch list items. Mr. Jasper reviewed the areas to be turned over to the District and advised of outstanding items: irrigation lines needed to be back-flushed, access gate was in need of repair, a recorded easement for use of the emergency access gate to be provided by Lennar, health of the Bahia sod. Mr. Jasper advised that he has discussed with Lennar for the Board to approve the conveyance at today’s meeting and to go into effect in 30 days, subject to sign off of the punch list items. Mr. Jasper advised that Kimley Horn has conducted a compaction test and has confirmed that the dirt road for emergency access will support the largest of the fire trucks. He advised the CDD will take over the BrightView and Aquatic Systems contracts.

Mr. Jasper opened the floor to audience comments.

Ms. Nancy Spokowski addressed the Board regarding the Bahia that was planted inside the gate at Padova was not done properly. Mr. Jasper advised the area has been fertilized and irrigated in an attempt to force the Bahia to thrive and it appears to be very well blended in. Ms. Spokowski advised she will look at it again. Mr. Jasper advised that he and Mr. Schappacher will also review the area. Ms. Spokowski inquired regarding the
Mr. Jasper advised that Palazzo is an easier turn over; only an affidavit from Lennar is needed that the irrigation has been back flushed. He further advised that pond #3, in the center, is not being conveyed at this time as the slope does not meet SFWMD standards and the repairs are not being conducted until such time as a decision is made regarding planting of the trees. Mr. Jasper advised that tracts B and C will be conveyed at the same time as pond #3.

Mr. Jasper advised that the conveyance package for Capello II is being corrected and will be sent to Andy when complete. He further advised that pond #16 is missing a littoral shelf and a contract has been executed with Aquatic Systems and will be completed at the proper time; he advised he has asked for a statement from Lennar that a contract is in place and the littoral shelf will be installed. Mr. Lusty inquired regarding a time frame for the littoral shelf. Mr. Jasper advised the littoral shelf will be planted when the water level recedes. Mr. Jasper advised that the Capello II Condo Association will own and maintain the fountain and he is awaiting an affidavit to that effect.

Mr. Jasper advised that Aquatic Systems has advised that all of the ponds are in good condition and ready for acceptance with the exception of pond #3 in Palazzo. Mr. Jasper reviewed a letter to be signed by individual lot owners which authorizes Kimley Horn to represent the landowner in resolving the tree situation. Mr. Jasper discussed letters to be signed by residents with their preference related to the trees and he recommended that the CDD sign a letter advising that the CDD does not want the trees to be planted on CDD property but would like them placed elsewhere within Venetian.

On a Motion by Mr. Jasper, seconded by Mr. Bracco, with all in favor, the Board Authorized Execution of a Letter from the CDD Advising the City that the CDD does not want trees planted on CDD property but would like them placed elsewhere within Venetian, for the Venetian Community Development District.

On a Motion by Mr. Jasper, seconded by Mr. Lusty, with all in favor, the Board Accepted the Conveyance Documents for Palazzo II and Palermo, Subject to Exceptions as Discussed, for the Venetian Community Development District.

Mr. Lusty inquired regarding a needed motion for the Palermo and Palazzo II turnover.

Mr. Jasper advised of two relatively large wetland areas in phase six that still need to be addressed; he advised they are primarily wetlands and are located north and south of Palermo along the dirt road. He advised that Aquatic Systems should review the areas prior to turnover for removal of Brazilian Pepper. He advised these areas should be reviewed at approximately the same time as Pond #3. He advised there is also a portion of property off the dirt road, in phase six, that is a part of the PUD that was to be deeded to the City. Mr. Jasper advised that it has been brought to his attention that there are several dead plants in the landscaping buffer in phase six that runs along the dirt road and Lennar has advised that
those plants will be replaced; he further advised it is not a landscaped buffer but is a natural buffer.

**FOURTH ORDER OF BUSINESS**

**Presentation of River Club Air Conditioning Replacement Recommendations by CALCS-PLUS Building Performance Consultants**

Mr. Lusty advised that Mr. Dennis Stroer of CALCS-PLUS is present as he was the original consultant who worked with WCI when the River Club was built. Mr. Lusty asked that Mr. Stroer also provide advice as to whether the ducts should be cleaned before or after installation of the new air conditioning units and rebalancing. Mr. Stroer introduced himself and discussed the green certification of the units in the homes within Venetian. He provided background on CALCS-PLUS as well as their area of expertise, HVAC diagnosis. Mr. Stroer discussed the particulars related to the concerns at Venetian River Club. He advised that the building needs a system that runs continuously while the range hood vent is on in order to replace the air that the vent is removing. Mr. Lusty inquired regarding replacement of the units and the break down in the reserve study. Mr. Stroer advised that only units 6 and 7 would need to be replaced with the larger, more expensive, units and the other units would be within the reserve study guidelines. Mr. Stroer recommended hiring a test and balance company along with the A/C company in order to balance the entire building and he further recommended cleaning of the ducts before installation of the new system.

**FIFTH ORDER OF BUSINESS**

**Consideration of Proposals for Air Conditioning Replacement**

Ms. Payton reviewed the proposals received for replacement of air conditioning units 6 (the bar area) and 7 (the main dining room area) and recommended approval of the proposals from Modern Services for unit 6 and from Honest Air for unit 7. Discussion ensued. Mr. Lusty asked that Ms. Payton obtain a proposal from Honest Air for unit 6 for review at the next meeting.

On a Motion by Mr. Jasper, seconded by Mr. Lusty, with all in favor, the Board Approved Replacement of Air Conditioning Units 6 and 7, Subject to Receipt of an Estimate from Honest Air for Unit 6, Not to Exceed $92,000.00 Total, Subject to Preparation of a Contract by District Counsel and Review of Insurance, for the Venetian Community Development District.

Mr. Lusty recommended advised that a proposal was received from Mr. Stroer to consult on the job, in the amount of $3,000.00 and he recommended that the District engage the Consultant for the duration of the project. The Board concurred.

The Board took a recess at 11:25 a.m. and was back on the record at 11:35 a.m.

Ms. Blandon asked to move agenda item G up on the agenda as representatives from BrightView and Mr. Toborg are in attendance. The Board concurred.
Mr. Toborg addressed the resident concern regarding the Ligustrum tree and directed attention to the photo of the tree contained within the report and advised that the photo on the right is properly trimmed. He further advised that the community is overplanted which is causing some of the decline in plants that are under tree canopies. Mr. Toborg advised that that structural pruning will take place and should help with the concern of trees shading plants that require full sun. He provided a detailed overview of the Field Inspection Report for the month of October. Mr. Lusty inquired regarding the report not pointing out any concerns at the pool and River Club. Mr. Toborg reviewed the section of the report outlining concerns at the River Club. Mr. Lusty pointed out items of concerns around the pool area and outside of the River Club. Mr. Jasper discussed the age of the landscaping throughout the community as well as growth and plants outliving their useful life. Mr. Toborg advised that some of the landscaping has reached its full life although a lot of the plants are reaching a premature death due to being in shade. Mr. Toborg suggested using plants that are more shade tolerant during replacements. Mr. Bracco asked Mr. Toborg if he is recommending trimming back and possible removal of areas that are overplanted to allow other plants to grow. Mr. Toborg confirmed and advised that such a project could be phased. Mr. Lusty discussed plants overgrowing the sidewalk at the guardhouse. Mr. Toborg advised that BrightView should be maintaining any plant material overgrowing. Mr. Bracco asked Mr. Toborg his opinion regarding the condition of the landscaping in February versus the condition of the landscaping now. Mr. Toborg advised that a lot of work has been undertaken however there is a decline in the overall appearance of the community and turf health. Mr. Bracco spoke regarding various landscape issues and asked BrightView what their plan is to revitalize the appearance of the community. Ms. Blandon asked BrightView to address the concerns. Mr. Braun addressed the Board. Back and forth discussion ensued. Mr. Stephens advised that some of the issues arise when receiving direction from multiple people with opposing instructions. Mr. Braun and Mr. Stephens advised that improvements will be made. Mr. Bracco advised that there should be one point of contact providing direction to BrightView. Ms. Blandon suggested that the point of contact should be Mr. Rodriguez, the interim field manager.

The floor was opened to audience comments Mr. Chorba addressed the Board regarding the previous comment of holding the management company responsible for the landscaping. Mr. Orenstein advised there have been challenges with the transition, unexpected circumstances, and that is being managed and prior to the transition he does not recall concerns with the management company. Mr. Toborg advised that inspections and reports are conducted monthly and sent to BrightView and BrightView is expected to respond within seven days. Mr. Foster inquired regarding remaining stumps from tree removal as well as visible irrigation tubing along Citadella. Mr. Toborg advised that BrightView is responsible for completing the work per their contract. Mr. Foster inquired regarding a pond near the entrance. Mr. Jasper advised that area is a wetland and there is a limited amount of work that can be conducted in that area. Ms. Lentile advised that many residents may be unaware of SFWMD requirements related to wetlands and ponds and the limited work that can be conducted in areas that are under a SFWMD permit.

Mr. Angerame stated he does not have anything against the individuals of the
management firm but against the management firm itself. He further discussed his concerns with the entry landscaping. Mr. Jasper advised that a Landscape Committee has been formed in order to help with the revitalization of the entry. Mr. Lusty advised that he has no concerns with the management company.

Ms. Blandon asked that Mr. Braun ensure that BrightView attends the CDD meetings. Mr. Lusty asked that BrightView finish installation of the lava rock and address the irrigation lines at the River Club.

**SEVENTH ORDER OF BUSINESS**

**Review of Pool Attendant Job Description**

Ms. Payton reviewed the Pool Attendant job description that she put together. Mr. Bracco advised that he would like to see "no use of personal electronic devices”, as well as notification of the need to leave the pool area, added to the job description. Ms. Lentile advised that she has received negative comments; she has received input regarding having a school principal in the pool area, as well as comments related to self-policing. Ms. Payton advised that is the reason that she changed the title from Pool Monitor to Pool Attendant. Mr. Cohen asked for the Board’s input related to the Pool Attendant being CPR certified and advised that it would be a good idea. Mr. Lusty advised that he has condensed the document provided by Ms. Payton and he provided his comments related to the Pool Attendant obligations being safety and then service. He further discussed the Attendant monitoring children. He further advised the Attendant should be CPR certified and be able to use the defibrillator. Ms. Lentile inquired regarding the hours for the Attendant. Ms. Payton advised the current hours are Wednesday through Sunday from 9:00 a.m. until 5:00 p.m. and only seasonal, or six months per year. Ms. Payton reviewed the current duties of the Pool Attendant. Ms. Blandon asked if there were any further comments to Ms. Payton’s job description. Mr. Lusty advised that he would like to see some changes made to remove redundancies and provide a bit more detail. Mr. Orenstein advised that he likes the job description provided by Mr. Lusty and further advised that this is something that should have been handled at the Committee level and as being in Ms. Payton’s purview.

**EIGHTH ORDER OF BUSINESS**

**Discussion Regarding EZ Pay and Credit Cards**

Ms. Payton advised that residents can decide to be on EZ Pay or not; she advised that she would like to see that it be a requirement that everyone have a credit card on file, she advised that the credit card on file does not have to be used but everyone should be required to have one on file. Mr. Orenstein inquired whether having a credit card on file can be a requirement. Mr. Cohen advised that the requirement is a Board decision.

Mr. Lusty opened the floor to audience comment. Mr. Chorba provided input regarding the negative aspects of requiring a credit card. Mr. Chorba advised that he does not have a credit card on file and he has a son who uses his personal card for purchases. He further advised that he does not want to have his credit card number on file as data breaches do happen. A resident advised he has his credit card on file and he sees no reason to not have a credit card on file. Mr. Bracco suggested that Ms. Payton send an email to residents who do not have a card on file to encourage them to put a card on file.
Discussion ensued.

On a Motion by Mr. Lusty, seconded by Mr. Jasper, with all favor, the Board Enacted a Policy to have Either a Credit Card on File or Sign Up for Easy Pay, for the Venetian Community Development District.

Mr. Orenstein advised that correspondence needs to be sent to all residents with the policy as well as the process involved.

**NINTH ORDER OF BUSINESS**

**Discussion Regarding Roof Repair or Replacement**

Ms. Payton reviewed a photo of the roof tiles contained within the agenda package. Discussion ensued. Mr. Bracco advised that the roof is the membrane below the tile. Mr. Jasper asked if the roof is leaking. Ms. Payton advised that she is not sure. Mr. Jasper advised that the first step is to determine whether or not there is a leak and if there is the leak needs to be fixed and if there is no leak then the roof tiles just need to be re-glued. Mr. Bracco suggested contacting a roofing company to have the roof checked for leaks and to have the roof tile re-glued.

**TENTH ORDER OF BUSINESS**

**Consideration of Pool and Fitness Committee Recommendation to Cool the Pool in Summer Months**

Mr. Orenstein provided background to the cooling of the pool and advised it is approximately 60% of the heating costs. Mr. Jasper advised that he can support this if when the Reserve Study is updated the impact upon the cost of the geothermal system, shortening of the useful life, is addressed. Mr. Lusty advised that his position has not changed and he believes this is a waste of money and will vote against cooling the pool; he advised that for fifteen years the pool was not cooled. This item was opened to audience comments.

Mr. Jenuleson addressed the Board and advised that a couple of months ago when this was brought up a petition was circulated and he took issue with the way the petition was circulated. He advised that the Committee stated that on average eighty people per day use the pool and he does not believe that; he advised that primarily at prime time, in the off season, he would go to the pool and there were not eighty people using the pool on a daily basis.

Mr. Foster addressed the Board and advised that a recent survey that was conducted, 230 people responded, about general pool and fitness activities, and one of the questions was related to satisfaction with the temperature of the pool and eighty-three percent were either very satisfied or satisfied. He further stated that the average age of the community continues to grow and cooling the pool in the summer may not have been necessary fifteen years ago and perhaps now it is more interesting to more people based on the aging population. Mr. Foster further advised that in the Committee recommendation, a specific temperature was not specified as to allow for adjustment of the temperature based on feedback of the residents; the concern was to not let the
temperature get to the high eighties and lower nineties and to bring it down to a safer
environment for the residents. Mr. Lusty advised that some people cannot use the pool
below eighty-seven degrees. Ms. Payton advised that with leaving the temperature setting
open ended, it allows for compromise.

A resident advised that they use the lap pool in the summer because it is too hot
to walk.

On a Motion by Mr. Orenstein, seconded by Ms. Lentile, with four in favor and Mr. Lusty
opposed, the Board Approved the Heating and Cooling of the Resort and Lap Pool, as
Needed, Year-Round to Maintain Water Temperatures that Meet Industry Standards and
Provide Environmentally Safe Conditions, for the Venetian Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2019-01,
Providing Authority to the POA for
Traffic Enforcement

Mr. Cohen advised that the resolution is in response to the POA Committee being
provided authority and will be in charge of enforcement of traffic on the CDD roadways.
He noted that the date on the last page should be changed from the 11th to the 12th. Mr.
Jasper inquired regarding whether this gives the POA the authority to assess the penalty,
including confiscation of the RFID sticker. Mr. Cohen advised the POA would have to
come to the CDD to confiscate an RFID sticker.

On a Motion by Mr. Orenstein, seconded by Mr. Bracco, with all favor, the Board Adopted
Resolution 2019-01, Providing Authority to the POA for Traffic Enforcement, for the Venetian
Community Development District.

TWELFTH ORDER OF BUSINESS

Presentation of Amended Fiscal Year
2017/2018 Budget

Ms. Blandon presented the amended fiscal year 2017/2018 budget as it relates to
the reserve fund due to the River Club renovations. Discussion ensued regarding notation
of the CDD Reserve Fund and River Club Reserve Fund related to the River Club
renovations.

THIRTEENTH ORDER OF BUSINESS

Consideration of Resolution 2019-02,
amending the Fiscal Year 2017/2018
Budget

Ms. Blandon reviewed the resolution and asked if there were any questions. There
were none.
On a Motion by Mr. Lusty, seconded by Mr. Jasper, with all favor, the Board Adopted Resolution 2019-02, Amending the Fiscal Year 2017/2018 Budget, for the Venetian Community Development District.

FOURTEENTH ORDER OF BUSINESS  Update Regarding Pickleball Committee

Ms. Lentile advised that the Pickleball Committee met and advised that there are complications; Mr. Walpert was elected as Chairperson of the Committee but has since advised that he is moving and resigned from the Committee and so Mr. Jack Wilson will be the Chairperson. Ms. Lentile advised that the Committee discussed the Charter and May 31st will be the final Committee report to the Board. She advised that the Committee is still trying to figure out how to get community input. Mr. Lusty suggested holding a community forum. Ms. Lentile advised the Committee will meet on the third Monday of each month. She inquired regarding combining of Committees in January and asked if the Pickleball Committee will be combined into the Recreational Committee. Mr. Jasper advised the Pickleball Committee and Recreational Committee will not be combined. Discussion ensued regarding replacement of the Committee member who resigned.

FIFTEENTH ORDER OF BUSINESS Discussion Regarding Victory Performance Issues

Mr. Orenstein advised that recently a series of complaints have been received regarding personal conduct of the guards; some are not following guidelines with respect to guest check in, he advised that some are non-responsive, arrogant, directive. Mr. Orenstein advised that concerns are sent to the Vice President of Victory and he does not respond, though with all of the recent concerns he would recommend getting another vendor. Mr. Cohen advised Victory also has not signed their contract. Ms. Lentile inquired regarding the contract terms. Mr. Orenstein advised there is now a 30-day out in the contract. Mr. Bracco spoke regarding not receiving an email from the resident regarding the incident but he heard about it from another resident who read about it on Next Door. He advised that to put a complaint on next door does little to help; he advised that if there is a complaint the residents needs to send the complaint to the CDD, either to the Board or to Management.

Mr. Chorba discussed process methodology related to gate access and he discussed software which could eliminate some of the concerns being discussed. Mr. Lusty advised that he has recently reviewed software similar to what Mr. Chorba is discussing, however this is not the proper time as the Board will be changing soon.

SIXTEENTH ORDER OF BUSINESS Consideration of the Minutes of the Board of Supervisors’ Meeting held on October 22, 2018

Ms. Blandon presented the minutes of the Board of Supervisors’ meeting held on October 22, 2018 and asked if there were any additions, deletions, or corrections to the minutes. Comments from the Board were received.
On a Motion by Mr. Bracco, seconded by Ms. Lentile, with all favor, the Board Approved the Minutes of the Board of Supervisors’ Meeting held on October 22, 2018, subject to corrections noted on the record, for the Venetian Community Development District.

SEVENTEENTH ORDER OF BUSINESS  Consent Items

Ms. Blandon advised that the minutes of the Pool and Fitness Committee meeting held on September 17, 2018 and the minutes of the Tennis Committee meeting held on May 7, 2018 are being presented for acceptance.

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

EIGHTEENTH ORDER OF BUSINESS  Staff Reports

A. District Counsel

Mr. Cohen advised he had nothing to add but would be glad to answer any questions.

Mr. Lusty inquired regarding the River Club cleaning contract. Mr. Cohen advised it is completed.

Mr. Lusty inquired regarding the next step related to the hydraulic fluid spills. Mr. Jasper advised that Special Counsel, Ms. Patricia Petruff, has put the City on notice advising that Chapter 164, Florida Statutes, is being implemented. He advised that the City Manager responded to Ms. Petruff immediately advising that the City has contacted their insurance company and the insurance company has stated that they will have a response no later than Wednesday, November 14\textsuperscript{th}. Mr. Jasper advised that due to the costs associated with implementing Chapter 164 he has asked Ms. Petruff to hold off on preparation of the necessary documentation until after November 14\textsuperscript{th}.

Mr. Lusty inquired regarding the status of the situation with Mr. Rasmussen. Mr. Cohen advised he has not heard from Mr. Rasmussen and the sanction remains in effect.

Mr. Lusty inquired regarding the status of the pressure washing and asked that proposals be presented to the Board if they exceed $5,000.00.

Ms. Lentile inquired regarding the status of the mailboxes. Mr. Lusty advised that he plans to inquire with Ms. Blandon during her report as mailboxes are not an item to be discussed with Counsel.

B. River Club

Ms. Payton advised that she is continuing to look at the leak in the lap pool; the lap pool is being resealed and if this fix does not work then a major
undertaking will need to happen. She advised that she spoke with City of Venice utilities regarding the high water bill and she advised that usage is gradually increasing so she believes that once the lap pool repair is complete, she can begin researching again if the usage doesn’t decrease. Discussion ensued regarding the division of the water meters as well as usage for the two meters.

Ms. Payton advised the kitchen is very short handed; she currently has three employees in the kitchen and there should be seven. Ms. Payton reviewed the status of interviews and hiring and advised that she has increased the rate of pay in order to be competitive.

Mr. Lusty suggested that Ms. Payton at least read Next Door so that she can see the comments related to level of service and quality of food being served at the River Club. Discussion ensued.

Mr. Lusty inquired regarding the status of the wood pecker damage; he suggested that Ms. Payton contact a roofing company to have aluminum flashing installed. Mr. Bracco suggested inquiring about spraying a deterrent.

Mr. Lusty advised that he would like to have additional quotes for the next meeting for lava rock curbing. Ms. Payton advised that she has reached out to vendors but those vendors are not interested in bidding the project. Mr. Lusty asked to have Mr. Cohen review the insurance for Curb It and also have the contract revised to be in the name of CDD and not the River Club.

On a Motion by Mr. Jasper, seconded by Mr. Bracco, with all favor, the Board Authorized an Amount Not to Exceed $7,000.00, for Lava Rock Curbing at the Pool Deck, Contingent Upon Verification of Insurance and Correction of the Entity Name, for the Venetian Community Development District.

C. Field Manager
   No report.

D. District Manager
   Ms. Blandon advised that the next regular meeting of the Board of Supervisors’ is scheduled for Monday, November 26, 2018 at 9:30 a.m.

   Ms. Blandon advised that she is working to obtain proposals for Volunteer Insurance coverage though a lot of questions are being asked that Ms. Payton will need to respond to the questions.

   Ms. Blandon advised that the POA has requested to have a gatehouse attendant patrol the river walk one to two times per week. Discussion ensued.

   Mr. Perry advised that the reason for the POA asking the CDD is because the river walk is part of the community.
Mr. Bracco advised that he would be in favor of a pass thru agreement.
Discussion ensued regarding utilization of the guards or roving patrols for
pass thru services at the river walk. The Board consensus was to work out an
agreement to have a pass thru patrol at the river walk.

Mr. Lusty inquired regarding the status of the mailbox painting. Ms. Blandon
advised that she has been working with Mr. Schappacher and he has reached
out to PPG and the PPG coating specialist recommended that the product
that was submitted by Burnett be utilized because it is a far superior product.
Ms. Blandon advised that she submitted the same specification to two other
companies for bids and there was a price difference between Burnett and
Artistry; the Burnett proposal was $30,398.09 and the Artistry proposal was
$96,954.00. She advised that Artistry’s numbers are higher because they are
including removal and re-installation of the flags and lights; she advised that
she asked Artistry to re-do their proposal to remove the labor related to
mailbox hardware. Ms. Blandon advised that she will bring two proposals to
the next meeting for consideration by the Board.

Mr. Bracco inquired regarding the stop sign posts and street signs posts being
repainted as well. Ms. Blandon advised that Mr. Schappacher is working on
proposals for the repainting of the sign posts.

Mr. Lusty inquired regarding the status of the Administrative Assistant. Ms.
Blandon advised that Ms. Susan Swanson has been hired and advised that
she is in process and is hoping to have her available for the next meeting. Ms.
Blandon advised that she is working on setting up Ms. Swanson’s office
needs.

Mr. Lusty inquired regarding moving the gate radar. Mr. Jasper advised that
responsibility of moving the radar sign has been given to the POA. Mr.
Orenstein advised that it was also discussed to allow the guards to move the
radar sign as needed.

Mr. Bracco inquired regarding the mechanical plans being scanned. Ms.
Payton advised that she can take them to Office Depot to be scanned. Mr.
Jasper advised that he has items to be scanned as well.

Mr. Lusty inquired regarding the irrigation waiver requests. Mr. Jasper advised
that Ms. Richard received the request and then Ms. Richard would copy the
POA and the guardhouse. He advised that a notice needs to be sent to the
residents advising that 24 business hours notice is needed for an irrigation
waiver.

NINETEENTH ORDER OF BUSINESS Supervisors Requests and Comments

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

Mr. Bracco thanked Mr. Jasper and Mr. Orenstein for their service.
Mr. Jasper advised that the Board approved $1,500.00 to have testing conducted on the source lakes; those tests results have been received and Aquatic Systems has advised there is no problem. Mr. Jasper advised that he will prepare a report.

Mr. Jasper advised that he has received complaints regarding block II irrigation not being used; he advised the golf course is using their allotment where they previously did not so the CDD now needs to find another day that is not used so as to not exceed the allocation. He advised that he turns on block II as needed. Discussion ensued.

Mr. Jasper advised that there is “click-fix-it” application for the City of Venice and an anonymous report was put in for a pond at Venetian and the City has determined that there must be excess run off causing algae. Mr. Jasper advised that Aquatic Systems is going to review the area.

Mr. Jasper advised that the Brunello Association sent correspondence advising that they will be hiring a contractor to trim limbs from CDD oak trees and then billing the CDD. Discussion ensued. Mr. Jasper suggested sending correspondence to Brunello advising that residents have the ability to vertically trim any overhanging branches however the CDD cannot be billed for such work.

Mr. Jasper advised that there are many things that he is handling that the Board should be aware of; the Dona Bay Reservoir, the hydraulic spills, irrigation. He advised that he would like to provide that information in any form the Board would like. Mr. Cohen suggested seating the Board and determining responsibilities and then determining how best to transfer the information.

Mr. Lusty inquired regarding a Dog Park Committee as he has received questions from the public. Mr. Bracco advised that a Dog Park Committee would incur additional email expenses. Mr. Lusty advised that he believes the Board can handle the Dog Park including obtaining community input.

Mr. Lusty discussed concerns with the River Club Management; he advised he is concerned with ICON because from what he can see there has been no real management at Venetian to train staff as promised by Mr. Bower. He advised that he called Mr. Bower and had a discussion with him because the CDD is paying $6,000.00 per month and the only services being received are payroll and benefits administration. Mr. Lusty advised that Ms. Payton needs to have a full understanding of her role; he provided details to examples of concerns. Discussion ensued. Mr. Lusty advised that he has asked that Mr. Bower attend the next CDD meeting. Mr. Orenstein advised that the Board responsibility is not to manage the River Club Manager and previously the Chairman of the Board was appointed to be the liaison in order to efficiently address any issues. Mr. Orenstein suggested that things should be handled in the same way with ICON and the new River Club Manager. Mr. Bracco advised that he agrees with having one liaison addressing ICON and the River Club Manager. Discussion ensued.

Mr. Kleinglass discussed dissolution of the River Club Renovation Committee; he advised there is a phone call with Noller scheduled for tomorrow to discuss outstanding issues. Mr. Cohen suggested adding dissolution of the Committee to the next agenda.
Mr. Lusty advised that a proposal was received from BrightView for installation of AstroTurf behind the gate at the pool. He advised maintenance and mowing is an issue that could be resolved by installation of AstroTurf. Ms. Payton advised that due to the high estimate she contacted an additional company and that company advised that the BrightView proposal was excessive. Mr. Jasper suggested that items of this magnitude should be addressed during the budget process.

TWENTIETH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Orenstein, seconded by Mr. Jasper, with all in favor, the Board adjourned the meeting at 3:19 p.m., for the Venetian Community Development District.
MINUTES OF MEETING

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

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Venetian Community Development District was held on Monday, November 26, 2018 at 9:30 a.m. at the Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275.

Present and constituting a quorum were:

Richard Bracco  Board Supervisor, Chairman
Susie Lentile  Board Supervisor, Vice Chairman
David Lusty  Board Supervisor, Assistant Secretary
Steven Kleinglass  Board Supervisor, Assistant Secretary
Richard McCafferty  Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon  District Manager, Rizzetta & Company, Inc.
Joe Roethke  Regional District Manager, Rizzetta & Company, Inc.
Andy Cohen  District Counsel, Persson & Cohen, P.A.
Rick Schappacher  District Engineer, Schappacher Engineering
Denise Payton  Club Manager, River Club
Mike Rodriguez  Interim Field Manager, Venetian CDD
Bill Bower  ICON Management
Matt Braun  Brightview Landscape
Audience

FIRST ORDER OF BUSINESS  Call to Order

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

Ms. Blandon stated for the record that she administered the oath of office to Mr. Kleinglass and Mr. McCafferty prior to the onset of the Board of Supervisors’ meeting. She further advised that Mr. McCafferty has accepted Supervisor Compensation and Mr. Kleinglass advised that he will advise at a later time to his decision to accept or waive compensation.

SECOND ORDER OF BUSINESS  Public Comment

Ms. Blandon opened the floor to audience comments.

Mr. Romer, President of Brunello Association, discussed the oak tree concern regarding oak trees on CDD property that are encroaching onto private property. He advised that he has received correspondence from the District Manager and the CDD Board. Mr.
Romer advised that he would like to take a community approach to resolving the problem with the oak trees. He reviewed a contract dated back to about six years ago; he advised that at time property lines were defined. Mr. Romer discussed the ponds located within Brunello. Ms. Blandon asked that Mr. Romer hold his comments until the agenda item related to pond bank maintenance.

Ms. Pirrotti addressed the Board regarding landscape concerns at the entry to the community and she asked that the Board consider planting annuals to brighten and add color. Mr. Bracco advised that a Landscape Committee will be appointed to address landscape concerns.

Mr. Malakasian inquired regarding how Vision Management is paid and why invoices are not included in the O&M Package. Mr. Lusty advised that ICON is the management company for the River Club and the CDD does not receive invoices for the River Club. Mr. Malakasian inquired as to how the employees are paid, how the benefits are paid, and how food is purchased. Mr. Lusty advised that those expenses are paid from the Enterprise fund which ICON manages under the direction of Ms. Payton.

THIRD ORDER OF BUSINESS Facilities Committee Report

Mr. Dabney advised there are four items from the Committee for the Board’s attention. He advised that regarding water usage; a vendor is onsite assisting with determining where the loss of water may be occurring and so far, they have identified three leaks in the lap pool. Regarding the exterior lighting the Committee is awaiting estimates. Mr. Dabney advised that regarding the roof, there are currently tiles that need to be put back and it appears that the membrane is still intact. Mr. Dabney advised that regarding a fire marshal approved evacuation plan; Ms. Payton has had conversations with the fire marshal and the recommendation is to keep tables six-feet away from the egress points. He advised the Committee has asked the fire marshal to assist in the preparation of and sign off of an evacuation plan. Mr. Bracco advised that the roof fix should be a simple fix.

FOURTH ORDER OF BUSINESS Pickleball Committee Report

Ms. Lentile advised the Pickleball Committee was supposed to meet last Monday but due to an issue with the advertisement the meeting would be held later in the day at 4:00 p.m. Mr. Schappacher advised that the options have been sent to Mr. Sandomenico.

FIFTH ORDER OF BUSINESS Pool & Fitness Committee Report

Ms. McGee advised the Committee met on the 19th and discussed the results of the recent survey although discussion was limited as they are looking to conduct an in depth review in January. She advised that 236 responses were received and some of the top line item results to the survey were high ratings for fitness instructors, the majority of participants felt the level of intensity of the classes was appropriate, she advised that Monday mornings were the most popular times for fitness classes. Ms. McGee advised that stretching and balancing classes are preferred as well as dancing classes for couples. She advised that over 64% of the population who answered the survey have lived in Venetian less than six years. Ms. McGee advised that the Committee would like to thank the Board for cooling of the pool in the summer.
SIXTH ORDER OF BUSINESS

Social and Dining Committee Report

Mr. Bracco advised that one of the bigger changes that came up at the last meeting is that the Birthday Bash would now include, aside from the buffet, the ability to order off the menu. Ms. Payton advised they tried that but it did not work so has been suspended. Mr. Bracco advised that a seafood buffet will be held on December 23rd. He further advised that New Year’s Eve Event is sold out. Mr. Bracco advised that next year more live music will be available and Valentine’s Day will be a show with a mentalist rather than a dance.

SEVENTH ORDER OF BUSINESS

Tennis Committee Report

Ms. Perry advised there has been significant improvement with compliance of the Tennis rules; she advised there is closer monitoring of the reservations.

EIGHTH ORDER OF BUSINESS

District Engineer Staff Report

Mr. Schappacher advised the sidewalk repairs and grinding are ongoing and today the gap between the curb and sidewalk are being sealed. He advised that he will finish the utility box review next week.

Mr. Lusty inquired regarding the status of the lake bank review. Mr. Schappacher advised that he would like to conduct his review in two weeks and a report should be available at the end of December.

Mr. Lusty inquired regarding the status of the asphalt repairs. Mr. Schappacher advised that the vendor is trying to set a schedule with Ms. Payton. Mr. Schappacher confirmed that pavement markings will follow the repairs.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2019-03, Designating Officers of the District

Ms. Blandon presented the resolution. Mr. McCafferty nominated Mr. Bracco as Chairman, Ms. Lentile seconded. Mr. Bracco accepted. Mr. Bracco nominated Ms. Lentile as Vice Chairman, Mr. McCafferty seconded. Ms. Lentile accepted. Ms. Blandon asked if there were any other nominations for Chair and Vice Chairman. There were none.

Mr. Kleinglass spoke regarding the length of the meetings and conversations that tend to make the meetings too long. He advised that he is hoping that there will be more control of the meetings. Mr. Bracco spoke regarding controlling the length of the meetings.

On a Motion by Ms. Lentile, seconded by Mr. McCafferty, with all in favor, the Board Adopted Resolution 2019-03, Designating Mr. Rich Bracco as Chairman, Ms. Susie Lentile as Vice Chairman, and Designating Mr. David Lusty, Mr. Richard McCafferty, Mr. Steven Kleinglass, Ms. Belinda Blandon, and Mr. Joe Roethke as Assistant Secretaries, for the Venetian Community Development District.
Mr. Lusty stated that residents of Brunello brought to his attention that the pond bank opposite their homes is not being properly maintained by the Golf Course per the agreement that is in place. Discussion ensued. Mr. Cohen advised that he encouraged that an Association representative attend the meeting and speak on behalf of the residents. Mr. Romer spoke regarding the responsibility of the Golf Course to maintain the bank and inquired regarding remedies available per the contract. Mr. Cohen advised that he does not have the contract with him to review. Mr. Romer asked that Mr. Cohen send a letter to the Golf Course. Mr. Cohen advised that he will draft a letter if it is the direction of the Board. Mr. Bracco advised that he will reach out to the Golf Course. Mr. Lusty advised that he will forward the contract to Mr. Cohen.

Mr. Romer spoke regarding the concerns related to the oak trees that overhang residential property. He advised that his association has been maintaining the common area to ensure the community looks nice and the association is incurring the expenses on behalf of the District. Mr. Romer advised that the Association documents say that the Association will maintain the entry monument but Mr. Jasper advised that the CDD will maintain the monument in order to have uniformity among the monument signs. He asked that the District reconsider its position of not cutting trees that encroach onto private property. Mr. Bracco advised that the Board did agree to do work on thinning tress. The Board also had an arborist review certain trees brought to the Board’s attention by a homeowner and the arborist determined that the trees in question were not a danger to the foundation of the adjoining home. Mr. Bracco advised that proposals for structural pruning are forthcoming and the structural pruning will be taking place.

The homeowner of 301 Cipriani Way addressed the Board regarding the tree roots; she advised that BrightView suggested that she install a root barrier. She further advised that the trees need to be trimmed in order to avoid damage to her home. Mr. Bracco advised that the Arborist from BrightView has advised that the tree roots are not an issue; and the trees will be trimmed sooner rather than later. Board discussion ensued.

Ms. Blandon presented the proposals for mailbox painting received from Artistry Painting Company, Burnett Painting, and Kranenburg Painting. She advised that a presentation was held with Artistry and there has been a lot of back and forth regarding the method and materials. Ms. Blandon advised that she reached out to Mr. Schappacher and asked him to reach out to the vendor to discuss the method. Mr. Schappacher advised that he reached out to an expert to discuss the method and based on that conversation he recommended the proposal by Burnett. Ms. Blandon advised that initially, the Venetian CDD maintenance person was going to remove the flags, lights, and numbers but that may not be the most efficient way to approach the project and she recommends asking the vendors to include the labor in their proposals. Mr. Lusty suggested rebidding the project so that each vendor can bid the same product and method. Ms. Blandon advised that budgeting would need to be reviewed as well since the Reserve Study called for the repainting of mailboxes 7 years from the date of the Study.
and also suggested a cost of $60,000.00 and these estimates are substantially more and
the expected life is still three years away. Board discussion ensued. Mr. Schappacher
advised that per his conversation with the vendor and his response was that the Burnett's
proposal had the more superior product. Mr. McCafferty recommended putting a time limit
on Burnett to respond more fully and then drop their bid if they do not respond. Mr.
Schappacher recommended hiring a day laborer to remove and reinstall the flags, lights,
and numbers. Discussion ensued regarding the condition of the street sign posts. Mr.
Bracco recommended reaching out to Burnett for an updated proposal as well as a
sample. Mr. Cohen advised that he will prepare the contract agreement for which ever
vendor the Board selects.

TWELFTH ORDER OF BUSINESS

Acceptance of Addendum to the
Professional Amenity Services Agreement

Ms. Blandon advised the addendum has been reviewed by Mr. Cohen and the
purpose of the addendum is to add the Administrative Assistant to the contract. Mr. Lusty
inquired regarding the employees being hourly versus salary. Ms. Blandon advised that
she will look into it. Discussion ensued. Mr. Lusty asked that Ms. Blandon discuss the
hourly versus salary designation for the Administrative Assistant. Ms. Blandon advised
this is a budget item.

On a Motion by Mr. Bracco, seconded by Ms. Lentile, with all in favor, the Board Approved the
Addendum to the Professional Amenity Services Agreement, Subject to Review by Counsel, and Further Authorizing the Chairman to Execute the Agreement, for the Venetian Community Development District.

THIRTEENTH ORDER OF BUSINESS

Dissolution of Renovation Committee

Ms. Blandon asked Mr. Kleinglass for an update on the renovation as the District
is still withholding final payment to Noller. Mr. Kleinglass advised that he and Ms. Payton
met with Noller regarding the outstanding issues and Noller sent their electricians out to
review the issues with the sconces however with the holidays they have not been provided
with an update. Mr. Kleinglass advised that there are still outstanding issues with the
inserts in the lights and the inserts in the window panes, there are also outstanding issues
with paint and some of the tables. He advised that he will follow up with them today or
tomorrow to find out the status of those items as Noller was told of the urgency to finalize
these items. Mr. Kleinglass further recommended withholding final payment. Mr. Bracco
inquired regarding the lights flickering and whether that is a dimmer issue or wiring issue.

On a Motion by Mr. Lusty, seconded by Mr. McCafferty, with all in favor, the Board Dissolved the River Club Renovation Committee, Effective Today, for the Venetian Community Development District.

FOURTEENTH ORDER OF BUSINESS

Consideration of the Operations and
Maintenance Expenditures for the
Month of October 2018
Ms. Blandon presented the Operations and Maintenance expenditures for the period of October 1-31, 2018 totaling $70,743.78. She asked if there were any questions. Mr. Lusty inquired regarding guardhouse internet services. Ms. Blandon clarified that the internet service by Frontier is for the office, not the guardhouse. Mr. Lusty inquired regarding the reimbursement for the River Club renovation and how those are being allocated. Ms. Blandon confirmed they are being allocated to the renovation. Mr. Lusty inquired regarding the Mercury Systems firmware. Ms. Blandon advised that the expenditure was the change to move the RFID system to the River Club. Mr. Lusty inquired regarding the two different payroll invoices with the same date. Ms. Blandon advised it is due to the second billing of the month being inclusive of monthly service amount. Mr. Lusty inquired regarding transponder revenue. Ms. Blandon confirmed that it is RFID revenue. Mr. Bracco inquired regarding mailbox repairs and asked if the homeowner pays reimbursement. Ms. Blandon advised there is no reimbursement unless they have evidence of who caused the damage.

On a Motion by Mr. Lusty, seconded by Mr. Bracco, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Month of October 2018, totaling $70,743.78, for the Venetian Community Development District.

FIFTEENTH ORDER OF BUSINESS  

Review of October 2018 Financials

Ms. Payton provided an overview of the October 2018 River Club financials and advised that she is reviewing coding concerns. Mr. Lusty inquired regarding a breakout of the outside event revenue. Ms. Payton confirmed. Mr. Lusty inquired regarding the balance sheet; he questioned the $124,399.00 accounts payable as last year it was $29,000.00 so it is up by almost $100,000.00. Ms. Payton advised she will review and provide a response to Mr. Lusty.

Ms. Blandon asked if there were any questions regarding the CDD balance sheet. Mr. Lusty inquired regarding the accounts receivable, other from the River Club. Ms. Blandon advised that she will ask that it be reviewed. Discussion ensued regarding the due to and due from line items between the River Club Reserve and the General Fund Reserve. Ms. Blandon discussed the summary of expenses paid to date for the River Club Renovation. Discussion ensued regarding classification of expenses that were not part of the initial scope of the renovation.

Ms. Blandon asked if there were any questions regarding the statement of revenues and expenditures. Mr. Lusty made an observation that the District has already spent over seventy five percent of the landscape replacement/plants/shrubs/trees budget and about half of the landscape miscellaneous budget. He further advised of a formula mistake on the excess of revenues over/under expenditures. Mr. Lusty inquired regarding placing interest earnings in the budget. Ms. Blandon advised it was not. Discussion ensued.

On a Motion by Mr. Lusty, seconded by Mr. McCafferty, with all in favor, the Board Replaced Mr. Jasper’s Signatory Power with Fidelity Bank with Mr. Bracco, for the Venetian Community Development District.
Mr. Lusty provided a handout and reviewed an addition that he made to the enterprise fund budget and general fund budget; he added a column called percentage of budget to use as a management tool to show the percentage of expenses to the budget in order to show where the spending priorities are.

SIXTEENTH ORDER OF BUSINESS

Consent Items

Ms. Blandon advised that October 1, 2018 Facilities Committee Meeting Minutes and the October 15, 2018 Tennis Committee Meeting Minutes are being presented for acceptance by the Board.

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

Mr. Lusty inquired regarding setting the liaisons for the Committees. Ms. Blandon advised that is typically done to coincide with appointments, in January.

SEVENTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Cohen advised that he reached out to Tom Jones of the POA and exchanged emails regarding the patrolling of the nature walk.

Mr. Lusty inquired regarding the status of turnover or properties from Lennar. Mr. Cohen advised that he has all of the legal conveyance documents though there are still outstanding punch list items and at that time the Board set a 30-day time line. Mr. Cohen further advised that he also needs to confirm that all taxes are paid to date.

Mr. Lusty inquired regarding the status of the hydraulic fluid spill. Ms. Blandon advised that she will report on that item.

B. River Club

Ms. Payton advised that she is obtaining quotes for repairing the tile roof as well as the wood pecker damage. She advised the maintenance person is painting the fence from the locker room to the pool. Ms. Payton advised the lap pool has been repaired three times and she is monitoring the water levels. She advised that she is receiving proposals for the lighting at the pool area and the air conditioning units have been ordered. Mr. Cohen inquired regarding the status of the a/c contract. Ms. Payton advised the vendor is questioning the delivery and installation time frame. Mr. Cohen advised he is still waiting on the waiver of subrogation related to workers compensation though all other insurance requirements have been met.

Ms. Lentile inquired as to how the pool monitor is doing. Ms. Payton advised he is doing well and everyone is taking the monitoring quite well.
Mr. Cohen advised he is awaiting some information related to the Curb It contract as well as getting the proposal under the name of the District. He further advised that Curb It needs to provide insurance related to additional insured. Ms. Payton advised that she would like to have the lighting done prior to the curbing. Mr. Lusty suggested using Art Bouquet for the lighting and waiving the insurance requirements in order to allow him to do the work. Mr. Bracco advised that depending on the quotes, he would be willing to go that direction as well. Mr. Lusty inquired regarding the sod at the event lawn. Ms. Payton advised that would be done within the next week or so. Mr. Lusty inquired regarding obtaining additional quotes for the Astroturf. Ms. Payton advised that she will call the vendor back to obtain additional quotes. Mr. Lusty asked that Ms. Payton obtain additional quotes. Mr. Bracco suggested that the Landscape Committee get involved with the Astroturf. Mr. Lusty inquired regarding the status of the lava rock and asked that the remainder of the lava rock be installed. Mr. Lusty inquired regarding the monitoring cameras. Ms. Payton advised that the vendor has said that it is a large undertaking and a quote has not been received. Mr. Lusty inquired regarding the status of staffing the kitchen. Ms. Payton advised that employees have been hired. Mr. Lusty inquired regarding the status of the ADA expert being hired. Mr. Cohen advised that the ADA expert was being held off until the balancing of the air conditioning system was completed.

C. Field Manager
No Report

D. District Manager
Ms. Blandon advised that the next regular meeting of the Board of Supervisors’ is scheduled for Monday, December 10, 2018 at 9:30 a.m.

Ms. Blandon distributed a list of items that Mr. Jasper was working on that would need to be reassigned.

Ms. Blandon advised that regarding hydraulic spills, she has not received the documentation from Ms. Petruff. Ms. Blandon advised that she has received a public records request from the Florida League of Cities which she is working on.

Ms. Blandon advised that the irrigation control system is complex so she has asked Mr. Jasper to continue working the system until Mr. Rodriguez can be trained on how to work the system.

Ms. Blandon advised that the mulch application is underway.

Mr. Lusty inquired regarding the pond 16 littoral shelf. Ms. Blandon advised she will inquire with Aquatic Systems to ensure that is complete.

Mr. Lusty inquired regarding the drainage issue on Veneto at Cipriani.
BrightView is to provide proposals for repair.

Mr. Roethke addressed the Board regarding salary versus hourly positions. He advised the change is due to labor law changes with respect to amount of pay as well as the number of people they manage.

EIGHTEENTH ORDER OF BUSINESS  Supervisors Requests and Comments

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

Mr. Lusty advised that he has received newsletter edits and he will make the necessary adjustment. He inquired regarding Supervisors providing their phone numbers in the newsletter. The Board concurred.

Mr. Lusty discussed the fitness fees and participation dropping since implementing charges for fitness fees. He discussed the disparity between groups that do not pay versus groups that do pay. Mr. Lusty asked if the Board would like to bring the item up for discussion. Mr. Bracco advised that there was a survey, several meetings, and community input and the community is in favor of the fees. He advised it does not make sense to do other than what the community wants to do and he does not want to discuss it again. Mr. Kleinglass advised that he would like to revisit the issue to hear the real reason fees were implemented. Mr. McCafferty advised that he would agree to talking about implementing water aerobics fees but not to revisit the fitness fee issue. Ms. Lentile advised that she continues to use the fitness classes and even though attendance did drop, it is coming back up, and she is leery of going back to that discussion. Mr. Bower advised that Mr. Sandomenico reported at the fitness committee meeting last week that the number of unique users was at an all time high. Mr. Lusty advised that so many things in the community are subsidized and there is an inequity.

Mr. Bracco addressed the Board and thanked them for allowing him to be the Chairman. He disclosed his personal friendship with Mr. McCafferty and advised that the Sunshine Laws are very important to him and will not be an issue to strictly adhere to such laws.

NINETEENTH ORDER OF BUSINESS  Adjournment

On a Motion by Mr. McCafferty, seconded by Mr. Kleinglass, with all in favor, the Board adjourned the meeting at 11:53 a.m., for the Venetian Community Development District.
Tab 6
Call to Order:
The meeting was called to order @ 4:00 p.m. & a quorum was established.
Officers were elected by majority vote.
Meetings are scheduled @ 4:00 p.m. on the 3rd Monday of every Month

Comments from Public:  No public comments.

Approval of Minutes:  No previous minutes.

Additions & Deletions to the Agenda:

- Charlie to define costs of Pickleball Courts as presented by the CDD & Rick Schappacher
- Changes to Pickleball Courts Committee Charter to be discussed with Suzie Lentile & VCDD
- Committee went to the site of the proposed Pickleball courts for discussion & possible suggestions to be made at the next VCDD meeting.

Meeting adjourned @ approximately 6:15 p.m.