Venetian
Community Development District

Board of Supervisors’ Meeting
October 14, 2019

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
Susie Lentile  Vice Chairman
David Lusty    Assistant Secretary
Richard McCafferty  Assistant Secretary
Steve Kleinglass 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.
October 7, 2019

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, October 14, 2019 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. Consideration of Proposals for Lap Pool Re-marble... .......... Tab 1
   B. Consideration of Proposals for Server Upgrade ................. Tab 2
5. BUSINESS ADMINISTRATION
   A. Consideration of the Minutes of the Board of Supervisors’ Meeting held on September 23, 2019................................. Tab 3
6. CONSENT ITEMS
   A. Acceptance of Landscaping Advisory Committee Meeting Minutes of March, May, June, August, and September 2019 . Tab 4
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
**Estimate**

**ADDRESS**
Venetian CDD  
502 Veneto Blvd  
North Venice, FL 34275  
United States

---

**ACTIVITY** | **QTY** | **AMOUNT**
--- | --- | ---
Renovation, Pool | 3,324 | 36,564.00

- Drain and secure swimming pool
- Prepare surface and remove all loose surface
- Acid wash pool
- Grind around returns
- Cut out around tile
- New Light mud ring
- Grind around all fixtures
- New return floor grates
- New VGB main drain frames and grates
- New Gutter Grates
- Install New Waterline Tile
- Install New Non-skid Gutter Tile
- Install New Non-skid Step Tile
- Install (4) new Pentair LED White Lights
- Bond coat pool – Bonding agent between old and new surfaces
- Resurface pool with Sunstone Pearl Pebble Surface  
  (Manufacturers Limited Lifetime Warranty)
- Professionally balance water and chemicals when refilled

Please review the estimate and let us know if you have any questions.

We look forward to working with you on this project.

A & D Pool  
948 S. Packinghouse Rd  
Sarasota, FL 34232

---

Licensed / Bonded / Insured

REPAIRS / RENOVATIONS / WEEKLY MAINTENANCE.

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www.adpoolfl.com
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Insurance by Ken Brown, Inc.
707 Pennsylvania Ave Ste 1300
Altamonte Springs FL 32701

**INSURED**
Blue Signet Holdings, LLC.
DBA. A & D Pools
948 S. Packinghouse Road
Sarasota FL 34232

**CANCELLATION**

**CERTIFICATE HOLDER**
Venetian Community Development District
502 Veneto Blvd.
Venice FL 34275

**CONTACT**

**NAME:**

**PHONE**

**(A/C, No, Ext):** 321-397-3870

**ADDRESS:** certificates@insbykenbrown.com

**E-MAIL:**

**TAX**

**(A/C, No):** 321-397-3888

**INSURER(S) AFFORDING COVERAGE**

| INSURER A: | Amerisure Ins Company |
| NAIC #: | 19488 |

**CERTIFICATE NUMBER:** 1333666341

**REVISION NUMBER:**

**This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.**

| INSURER B: | Amerisure Mutual Ins. Co |
| NAIC #: | 23396 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101), Additional Remarks Schedule, may be attached if more space is required**

Venetian Community Development District, its officers, supervisors, agents, staff, and representative are additional insured with respect to General Liability and Automobile Liability on a primary and non-contributory basis, as required per written contract.

**Important:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBWR (INSR)</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>Y</td>
<td>GL21114480001</td>
<td>2/23/2019</td>
<td>2/23/2020</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td>EXCESS LIABILITY</td>
<td>X</td>
<td>CU21114490002</td>
<td>2/23/2019</td>
<td>2/23/2020</td>
<td>EACH OCCURRENCE $4,000,000</td>
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</tbody>
</table>

**EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

-损伤限额
-责任限额
-财产损失限额
-总损失限额
-产品责任限额

**NOTE:** The ACORD name and logo are registered marks of ACORD.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR’S BLANKET ADDITIONAL INSURED ENDORSEMENT – FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Agency Number</th>
<th>Policy Effective Date</th>
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<tbody>
<tr>
<td>GL 21114480001</td>
<td>0845060</td>
<td>02/23/2019</td>
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<table>
<thead>
<tr>
<th>Policy Expiration Date</th>
<th>Date</th>
<th>Account Number</th>
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<tbody>
<tr>
<td>02/23/2020</td>
<td>03/11/2019</td>
<td>20074109</td>
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<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Agency</th>
<th>Issuing Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>A &amp; D POOLS</td>
<td>INSURANCE BY KEN BROWN, INC.</td>
<td>AMERISURE INSURANCE COMPANY</td>
</tr>
</tbody>
</table>

1. a. SECTION II - WHO IS AN INSURED is amended to add as an additional insured any person or organization:

   (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or

   (2) Who is named as an additional insured under this policy on a certificate of insurance.

b. The written contract, written agreement, or certificate of insurance must:

   (1) Require additional insured status for a time period during the term of this policy; and

   (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.

c. If, however:

   (1) “Your work” began under a letter of intent or work order; and

   (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and

   (3) Your customer’s customary contracts require persons or organizations to be named as additional insureds;

   we will provide additional insured status as specified in this endorsement.

2. The insurance provided under this endorsement is limited as follows:

a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:

   (1) Premises you:

      (a) Own;

      (b) Rent;

      (c) Lease; or

      (d) Occupy;

   (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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(a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or

(b) That portion of “your work” out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.

(3) Completed operations coverage, but only if:

(a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or “your work” coverage; and

(b) This coverage part provides coverage for “bodily injury” or “property damage” included within the “products-completed operations hazard”.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

b. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.

c. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.

d. The limits of insurance that apply to the additional insured are the least of those specified in the:

(1) Written contract;
(2) Written agreement;
(3) Certificate of insurance; or
(3) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

e. The insurance provided to the additional insured does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of:

(1) Acts or omissions of the additional insured, or of anyone acting on the additional insured’s behalf other than you;
(2) An architect’s, engineer’s, or surveyor’s rendering of, or failure to render, any professional services, including but not limited to:

(a) The preparing, approving, or failing to prepare or approve:

   (i) Maps;
   (ii) Drawings;
   (iii) Opinions;
   (iv) Reports;
   (v) Surveys;
   (vi) Change orders;
   (vii) Design specifications; and

(b) Supervisory, inspection, or engineering services.

f. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

a. Primary;

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b. Excess;
c. Contingent; or
d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

g. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect
   a. For 90 Days Or Less
      If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:
      (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
      (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
          (a) A material misstatement or misrepresentation; or
          (b) A failure to comply with the underwriting requirements established by the insurer.
   b. For More Than 90 Days
      If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:
      (1) Nonpayment of premium;
      (2) The policy was obtained by a material misstatement;
      (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
      (4) A substantial change in the risk covered by the policy; or
      (5) The cancellation is for all insureds under such policies for a given class of insureds.
      If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:
      (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
      (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

B. Paragraph 3. of the Cancellation Common Policy Condition is replaced by the following:

3. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.
C. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

D. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
This endorsement modifies insurance provided under the 

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is $\$350.00$

1. **EXTENDED CANCELLATION CONDITION**

   **COMMON POLICY CONDITIONS - CANCELLATION**, Paragraph A.2, is replaced by the following:

   2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
      
      a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
      
      b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. **BROAD FORM INSURED**

   **SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED** is amended by the addition of the following:

   d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,

      (1) Coverage under this provision is afforded only until the end of the policy period;

      (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and

      (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.

   e. Any "employee" of yours using:

      (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or

      (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.

   f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.

   g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos". This provision does not apply:

      (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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(2) To any person or organization included as an insured by an endorsement or in the Declarations; or

(3) To any lessor of “autos” unless:
   
   (a) The lease agreement requires you to provide direct primary insurance for the lessor;

   (b) The “auto” is leased without a driver; and

   (c) The lease had not expired.

Leased “autos” covered under this provision will be considered covered “autos” you own and not covered “autos” you hire.

h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

   This provision does not apply to “bodily injury” or “property damage” for which an “insured” is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

(2) Up to $2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to $500 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph 5. FELLOW EMPLOYEE is deleted and replaced by the following:

“Bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your “employees” that are officers or managers if the “bodily injury” results from the use of a covered “auto” you own, hire or borrow. Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

   If any of your owned covered “autos” are covered for Physical Damage, we will provide Physical Damage coverage to “autos” that you or your “employees” hire or borrow, under your name or the “employee’s” name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered “auto” shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, paragraph b. Loss of Use Expenses is deleted and replaced with the following:

   b. Loss Of Use Expenses

   For Hired Auto Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

   (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;

   (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered “auto”; or

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(3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $30 per day, to a maximum of $2,000.

C. Under SECTION IV - BUSINESS AUTO CONDITIONS, paragraph 5.b. Other Insurance is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   1. Any covered "auto" you lease, hire, rent or borrow; and
   2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. LOAN OR LEASE GAP COVERAGE

   Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

   If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

   (a) The amount paid under the Physical Damage Coverage Section of the policy; and
   (b) Any:

      (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
      (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
      (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
      (4) Security deposits not refunded by a lessor; and
      (5) Carry-over balances from previous loans or leases.

7. RENTAL REIMBURSEMENT

   SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph 4. Coverage Extensions is deleted and replaced by the following:

   4. Coverage Extensions

      (a) We will pay up to $75 per day to a maximum of $2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.

      (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.
8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS. Paragraph 3. is deleted and replaced by the following:

We will not pay for “loss” caused by or resulting from any of the following unless caused by other “loss” that is covered by this insurance:

a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.

b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a “loss” to your covered “auto” insured for Collision Coverage, no deductible will apply if the “loss” was caused by a collision with another “auto” insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an “accident”, claim, “suit” or “loss”. Knowledge of an “accident”, claim, “suit” or “loss” by your “employees” shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the “accident”, claim, “suit” or “loss”. Notice should include:

(1) How, when and where the “accident” or “loss” occurred;

(2) The “insured's” name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Includes copyrighted material of Insurance Services Office, Inc.
14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SCHEDULE

Description of Covered “Auto”:

<table>
<thead>
<tr>
<th>Limit of Insurance</th>
<th>Deductible</th>
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</thead>
<tbody>
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<td>$250</td>
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</table>

A. Coverage

1. We will pay, with respect to a covered “auto” described in the above Schedule, for “loss” to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered “auto” at the time of the “loss” or the equipment is removable from a housing unit that is permanently installed in the covered “auto” at the time of “loss”, and such equipment is designed to be solely operated by use of the power from the “auto’s” electrical system, in or upon the covered “auto”.

2. We will pay, with respect to a covered “auto” described in the above Schedule, for “loss” to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.

B. Exclusions

For purposes of this provision 14, the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered “auto” or the monitoring of the covered “auto’s” operating system; or

2. Both:
   a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered “auto”; and
   b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

3. A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered “auto”.

C. Limit of Insurance

With respect to coverage under provision 14. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

1. The most we will pay for all “loss” to audio, visual or data electronic equipment and any accessories used with this equipment, as described in paragraph A. above, as a result of any one “accident”, is the lesser of:
   a. The actual cash value of the damaged or stolen property as of the time of the “loss”; or
   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
   c. The amount shown in the Schedule.

Includes copyrighted material of Insurance Services Office, Inc.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.

2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.

3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

E. When This Provision Becomes Void

This provision, AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE, is void if CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.
Denise Payton  
Venetian CDD  
502 Veneto Blvd  
Venice, FL 34275  

August 27, 2019

Mr. Marcite, Inc.  
120 A Rich Street  
Venice, FL 34292  
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(941) 483-3395 Fax  
License No. CP C049411

941-441-2272  
denisepayton@venetianriverclub.com

Pool Renovation Estimate Breakdown

Pool Preparation Includes
De-Chlorination and Draining of pool,  
Acid Wash and Neutralization,  
Undercut of Existing Tile,  
Chipping Around Returns & Lights  
Re-grout Tile and Skimmer (as needed)  
Bond – Kote / Pressure Wash / Degrease Tile

Quartz - Pool Surface and gutter $20,753.00  
Pebblestone - Pool Surface and gutter $23,985.00

Main Drain Frame and Grate 2 (New ANSI Standard - anti hair entrapment) $700.00  
Gutter Grates 26 $910.00  
Floor/Wall Returns 22 $350.00  
SUBTOTAL $1,960.00

Waterline Tile (gutter) 6x6 mud cap $3,700.00  
Steps and Step Tile (slip resistant) $720.00  
Inside Beam Tile (option) $3,700.00  
TILE SUBTOTAL $9,920.00

Swim Lanes 2@ 66ft non skid tile $2,400.00

QUARTZ TOTAL $35,033.00

PEBBLESTONE TOTAL $38,265.00

Depth Marker a/o “No Dive” Tile required when adding beam tile $1,800.00

This bid may not include incidental costs such as: special equipment rentals, permit fees, parking charges, toll/ferry charges
No bid is considered final until a Health Department Renovation Survey is obtained (where applicable)
10 YEAR WARRANTY ON QUARTZ MATERIAL AND 5 YEAR WORKMANSHIP WARRANTY- HELD BY MR. MARCITE, INC. (excludes staining).
LIFETIME WARRANTY ON PEBBLESTONE MATERIAL AND 5 YEAR WORKMANSHIP WARRANTY- HELD BY MR. MARCITE, INC. (excludes staining).
## COVERAGE

### COMMERCIAL GENERAL LIABILITY
- **Type of Insurance:** Commercial General Liability
- **Policy Number:** GL100030823-01
- **Policy Effective Date:** 10/1/2018
- **Policy Expiration Date:** 10/1/2019
- **Limits:**
  - Each Occurrence: $1,000,000
  - Med Exp (Any one person): $5,000
  - Bodily Injury (Per person): $1,000,000
  - General Aggregate: $2,000,000
  - Products - Comp/Op Agg: $2,000,000
  - Premises - Occurrence: $10,000

### AUTOMOBILE LIABILITY
- **Type of Insurance:** Automobile Liability
- **Policy Number:** CA100006554-3
- **Policy Effective Date:** 10/1/2018
- **Policy Expiration Date:** 10/1/2019
- **Limits:**
  - Combined Single Limit: $1,000,000
  - Bodily Injury (Per accident): $1,000,000
  - Property Damage (Per accident): $5,000

### UMBRELLA LIABILITY
- **Type of Insurance:** Umbrella Liability
- **Policy Number:** UMB100001774-02
- **Policy Effective Date:** 10/1/2018
- **Policy Expiration Date:** 10/1/2019
- **Limits:**
  - Each Occurrence: $1,000,000
  - General Aggregate: $1,000,000

### WORKERS COMPENSATION AND EMPLOYERS LIABILITY
- **Type of Insurance:** Workers Compensation and Employers Liability
- **Policy Number:** 001-WC18A-74169
- **Policy Effective Date:** 10/1/2018
- **Policy Expiration Date:** 10/1/2019
- **Limits:**
  - E.L. Each Accident: $1,000,000
  - E.L. Disease - Ea Employee: $1,000,000
  - E.L. Disease - Policy Limit: $1,000,000

### EQUIPMENT FLOATER
- **Type of Insurance:** Equipment Floater
- **Policy Number:** CM1000030824-01
- **Policy Effective Date:** 10/1/2018
- **Policy Expiration Date:** 10/1/2019
- **Limit:** $10,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

**Pop Up Coverage and Blanket Additional Insured Under CGL 084**

Venetian Community Development District, its officers, supervisors, agents, staff and representatives as listed as Additional insured in regards to General Liability and Auto Liability. Additional Insured status applies to General Liability for Primary Non-Contributory, Products/Completed Operations, and Waiver of Subrogation provisions per Endorsements CGL 088 & CGL 084. Umbrella Follows Form. 30 Day Notice of Cancellation Applies.

### CERTIFICATE HOLDER

Venetian Community Development District

### CANCELLATION

**Should Any of the Above Described Policies be Canceled Before the Expriation Date Thereof, Notice will be Delivered in Accordance with the Policy Provisions.**

**Authorized Representative**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU – ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

## SCHEDULE (OPTIONAL)

<table>
<thead>
<tr>
<th>Name of Additional Insured Persons or Organizations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(As required by written contract or agreement per Paragraph A. below.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Locations of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(As per the written contract or agreement, provided the location is within the “coverage territory”.)</td>
</tr>
</tbody>
</table>

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and

3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or

3. Your work” performed for the additional insured and included in the “products-completed operations hazard” if such coverage is specifically required in the written contract or agreement.
However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Section IV – Commercial General Liability Conditions is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an “occurrence” or an offense which may result in a claim or “suit” under this insurance, and of any claim or “suit” that does result;
2. Send us copies of all legal papers received in connection with the claim or “suit”, cooperate with us in the investigation or settlement of the claim or defense against the “suit”, and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or “suit” to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.
We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.
FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE is amended as follows:

1. Extended “Property Damage”

Exclusion 2.a., Expected or Intended Injury, is replaced with the following:

a. “Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

2. Non-owned Watercraft

Exclusion 2.g. (2) (a) is replaced with the following:

(a) Less than 51 feet long; and

3. Property Damage Liability – Borrowed Equipment

The following is added to Exclusion 2.j. (4):

Paragraph (4) of this exclusion does not apply to “property damage” to borrowed equipment while at a jobsite and not being used to perform operations. The most we will pay for “property damage” to any one borrowed equipment item under this coverage is $25,000 per “occurrence”. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

4. Limited Electronic Data Liability

Exclusion 2.p. is replaced with the following:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data” that does not result from physical injury to tangible property.

The most we will pay under Coverage A for “property damage” because of all loss of “electronic data” arising out of any one “occurrence” is $10,000.
We have no duty to investigate or defend claims or “suits” covered by this Limited Electronic Data Liability coverage.

The following definition is added to SECTION V – DEFINITIONS of the Coverage Form:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

For purposes of this Limited Electronic Data Liability coverage, the definition of “Property Damage” in SECTION V – DEFINITIONS of the Coverage Form is replaced by the following:

17. “Property damage” means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it;

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate “electronic data”, resulting from physical injury to tangible property. All such loss of “electronic data” shall be deemed to occur at the time of the “occurrence” that caused it.

For purposes of this insurance, “electronic data” is not tangible property.

SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

SECTION I – COVERAGES, the following coverages are added:

COVERAGE D. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for “property damage” caused by an “occurrence”, to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

a. Property at premises owned, rented, leased or occupied by you;

b. Property while in transit;

c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;
d. Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises;

e. Property caused by or arising out of the “products-completed operations hazard”;

f. Motor vehicles;

g. “Your product” arising out of it or any part of it; or

h. “Your work” arising out of it or any part of it.

3. **Deductible**

   We will not pay for loss in any one “occurrence” until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. **Cost Factor**

   In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

   The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

   Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

   The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

**COVERAGE E. CARE, CUSTODY OR CONTROL**

1. **Insuring Agreement**

   We will pay those sums that the insured becomes legally obligated to pay as damages because of “property damage” caused by an “occurrence”, to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the “property damage” arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. **Exclusions**

   This insurance does not apply to:

   “Property Damage” to:

   a. Property at premises owned, rented, leased or occupied by you;

   b. Property while in transit;

   c. Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises;

   d. Property caused by or arising out of the “products-completed operations hazard”;
e. Motor vehicles;

f. “Your product” arising out of it or any part of it; or

g. “Your work” arising out of it or any part of it.

3. **Deductible**

   We will not pay for loss in any one “occurrence” until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. **Cost Factor**

   In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

   The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

   The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

**COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE**

1. **Insuring Agreement**

   a. If you are a “seller”, we will reimburse you for “product withdrawal expenses” associated with “your product” incurred because of a “product withdrawal” to which this insurance applies.

      The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

   a. This insurance applies to a “product withdrawal” only if the “product withdrawal” is initiated in the “coverage territory” during the policy period because:

      (1) You determine that the “product withdrawal” is necessary; or

      (2) An authorized government entity has ordered you to conduct a “product withdrawal”.

   c. We will reimburse only those “product withdrawal expenses” which are incurred and reported to us within one year of the date the “product withdrawal” was initiated.

   d. The initiation of a “product withdrawal” will be deemed to have been made only at the earliest of the following times:

      (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a “product withdrawal” This applies regardless of whether the determination to conduct a “product withdrawal” is made by you or is requested by a third party;

      (2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a “product withdrawal; or
(3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:

   (1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or

   (2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

2. Exclusions

This insurance does not apply to "product withdrawal" expenses arising out of:

   a. Any "product withdrawal" initiated due to:

      (1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.

      (2) Copyright, patent, trade secret or trademark infringements;

      (3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:

         (a) An error in manufacturing, design, processing or transportation of "your product"; or

         (b) "Product tampering".

      (4) Expiration of the designated shelf life of "your product".

   b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.

   c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.

   d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.

   e. The defense of a claim or "suit" against you for "product withdrawal expenses".

3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

   e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

      (1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
(a) How, when and where the "defect" was discovered;
(b) The names and addresses of any injured persons and witnesses; and
(c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

(2) If a "product withdrawal" is initiated, you must:
(a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;
(b) Send us written notice of the "product withdrawal" as soon as practicable; and
(c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.

(3) You and any other involved insured must:
(a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
(b) Authorize us to obtain records and other information; and
(c) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:
   a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
   b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

   When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.

   c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.

   d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":

      (1) Costs of notification;
      (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
      (3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
      (4) Costs of computer time;
      (5) Costs of hiring independent contractors and other temporary employees;
      (6) Costs of transportation, shipping or packaging;
(7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of “your products”, or products that contain “your products”, that cannot be reused, not exceeding your purchase price or your cost to produce the products; but “product withdrawal expenses” does not include costs of the replacement, repair or redesign of “your product”, or the costs of regaining your market share, goodwill, revenue or profit.

e. “Seller” means a person or organization that manufactures, sells or distributes goods or products. “Seller” does not include a “contractor” as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

**COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS**

1. **Insuring Agreement**

   If you are a “contractor”, we will pay those sums that you become legally obligated to pay as damages because of “property damage” to “your product”, “your work” or “impaired property”, due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

   We have no duty to investigate or defend claims or “suits” covered by this Contractors Errors or Omissions coverage.

   This coverage applies only if the “property damage” occurs in the “coverage territory” during the policy period.

   This coverage does not apply to additional insureds, if any.

   Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

2. **Exclusions**

   This insurance does not apply to:

   a. “Bodily injury” or “personal and advertising injury”.

   b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.

   c. Liability because of an error or omission:

      (1) In the preparation of estimates or job costs;

      (2) Where cost estimates are exceeded;

      (3) In the preparation of estimates of profit or return on capital;

      (4) In advising or failure to advise on financing of the work or project; or

      (5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.
d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.

e. Any liability for damages:

   (1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or

   (2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.

g. Any liability arising from “property damage” to property owned by, rented or leased to the insured.

h. Any liability incurred or “property damage” which occurs, in whole or in part, before you have completed “your work.” “Your work” will be deemed completed at the earliest of the following times:

   (1) When all of the work called for in your contract or work order has been completed;

   (2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

   (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

   Work that may need service or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

i. Any liability arising from “property damage” to products that are still in your physical possession.

j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

   (1) Providing engineering, architectural or surveying services to others; and

   (2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

   Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

   But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

k. Your loss of profit or expected profit and any liability arising therefrom.

l. “Property damage” to property other than “your product,” “your work” or “impaired property.”

m. Any liability arising from claims or “suits” where the right of action against the insured has been relinquished or waived.
n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.

p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. For the purposes of Coverage G, the following definition is added to the Definitions section:

   a. “Contractor” means a person or organization engaged in activities of building, clearing, filing, excavating or improvement in the size, use or appearance of any structure or land. “Contractor” does not include a “seller” as defined elsewhere in this endorsement.

4. Deductible

   We will not pay for loss in any one “occurrence” until the amount of loss exceeds $250. The limits of insurance will not be reduced by the application of the deductible amount.

   We may pay any part or all of the deductible amount to effect settlement of any claim or “suit”, and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

5. Cost Factor

   In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

   The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

EXPANDED COVERAGE FOR TENANT’S PROPERTY AND PREMISES RENTED TO YOU

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

   Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:

All references to SUPPLEMENTARY PAYMENTS – COVERAGE A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGE A, B, D, E, and G.

1. Cost of Bail Bonds

   Paragraph 1.b. is replaced with the following:

   b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. Incidental Malpractice

Paragraph 2.a.(1)(d) is replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:

(i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or

(ii) The “employee” has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

Subsidiaries

e. Your subsidiaries if:

(1) They are legally incorporated entities; and

(2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

Additional Insureds

f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the “bodily injury”, “property damage” or “personal and advertising injury” for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

(3) Will not be broader than that which is afforded to you under this policy;

(4) Is subject to the conditions described in paragraphs g. through k. below; and
(5) Nothing herein shall extend the term of this policy.

g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

(1) Any “occurrence” that takes place after you cease to occupy those premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

(1) “Bodily injury”, “property damage”, or “personal and advertising injury” arising out of operations performed for the federal government, state or municipality; or

(2) “Bodily injury” or “property damage” included within the “products-completed operations hazard”.

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to “bodily injury” or “property damage” caused by “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:

(1) The insurance afforded to the vendor does not apply to:

   (a) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.

   (b) Any express warranty unauthorized by you;
(c) Any physical or chemical change in “your product” made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

i. The exceptions contained in Subparagraphs d. or f.; or

ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

a. Coverage under this provision is afforded until the end of the policy period.

b. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;

c. Damages under Coverage B;

d. Voluntary “property damage” payments under Coverage D; and

e. Care, Custody or Control damages under Coverage E.
2. **Paragraph 5. is replaced with the following:**

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage A;
   
   b. Medical expenses under Coverage C;
   
   c. Voluntary “property damage” payments under Coverage D;
   
   d. Care, Custody or Control damages under Coverage E;
   
   e. Limited Product Withdrawal Expense under Coverage F; and
   
   f. Contractors Errors and Omissions under Coverage G.

   because of all “bodily injury” and “property damage” arising out of any one “occurrence”.

3. **Paragraph 6. is replaced with the following:**

6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

   The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

4. **Paragraph 7. is replaced with the following:**

7. Subject to Paragraph 5. above, the higher of $10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of “bodily injury” sustained by any one person.

5. **Paragraph 8. is added as follows:**

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one “occurrence” is $1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $3,000.

6. **Paragraph 9. is added as follows:**

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for “property damage” arising out of any one “occurrence” is $1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $5,000.

7. **Paragraph 10. is added as follows:**

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for “product withdrawal expenses” in any one-policy period, regardless of the number of insureds, “product withdrawals” initiated or number of “your products” withdrawn is $10,000.
8. **Paragraph 11. is added as follows:**

   11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is $10,000.

   For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

9. **Paragraph 12. is added as follows:**

   12. The General Aggregate Limit applies separately to:

   a. Each of your projects away from premises owned by or rented to you; or

   b. Each "location" owned by or rented to you.

   "Location" as used in this paragraph means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

10. **Paragraph 13. is added as follows:**

    13. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

    If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

    a. Required by the contract or agreement; or

    b. Available under the applicable Limits of Insurance shown in the Declarations;

    whichever is less.

    This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

1. **Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:**

   a. You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. This requirement applies only when the “occurrence” or offense is known to the following:

   (1) An individual who is the sole owner;

   (2) A partner, if you are a partnership or joint venture;

   (3) An “executive officer” or insurance manager, if you are a corporation;

   (4) A manager, if you are a limited liability company;
(5) A person or organization having proper temporary custody of your property if you die;

(6) The legal representative of you if you die; or

(7) A person (other than an “employee”) or an organization while acting as your real estate manager.

To the extent possible, notice should include:

(1) How, when and where the “occurrence” or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

2. The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:

The requirement in 2.b. applies only when the “occurrence” or offense is known to the following:

(1) An individual who is the sole owner;

(2) A partner or insurance manager, if you are a partnership or joint venture;

(3) An “executive officer” or insurance manager, if you are a corporation;

(4) A manager or insurance manager, if you are a limited liability company;

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;

(6) A person or organization having proper temporary custody of your property if you die;

(7) The legal representative of you if you die; or

(8) A person (other than an “employee”) or an organization while acting as your real estate manager.

3. The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:

e. If you report an “occurrence” to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an “occurrence” to us at the time of the “occurrence” shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this “occurrence” to us as soon as you become aware that this “occurrence” may be a liability claim rather than a workers compensation claim.

4. Paragraph 6. is replaced with the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.
Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. **The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:** However, we waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" under the following conditions:

   a) Only when you have agreed in writing to waive such rights of recovery in a contract or agreement;

   b) Only as to the person/entity as to whom you are required by the contract to waive rights of recovery; and

   c) Only if the contract or agreement is in effect during the term of this policy, and was executed by you prior to the loss.

6. **Paragraph 10. is added as follows:**

10. Liberalization

   If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).
Tab 2
We have prepared a quote for you

Managed Services
Quote # KRB078731
Version 1

Prepared for:

Venetian Community Development District
Denise Payton
denisepayton@venetianriverclub.com
Executive Summary

About Our Company

Alliance IT provides a wide range of services all businesses need to succeed. Our company can provide you with everything from IT, cloud, VoIP systems, and more. We will make sure you are able to focus on your priorities while we take care of your systems and network, making your business faster, safer and more efficient.

We are a company founded on basic human values that stand out in our work: honesty, respect, and genuine care for each of our clients. We do our best to show that through our work.

Our values have created a culture in our company that puts the customer first. Alliance IT has a team of dedicated professionals that will use our company culture to make you and your business soar on the Cloud.

Services We Offer

Alliance IT focuses on three principles – to give you tech support based on your business needs and budget, to deliver multiple à la carte services, and to provide you with predictable IT costs.

Specializing in IT support for small and medium-sized businesses, Alliance IT provides proactive services to keep your business network running effectively and smoothly. With upgraded package services, you will see a considerable boost in performance, security, and reliability, all at affordable rates.

One or more of the following services are designed to keep you focused on running and growing you business, while we handle your technology needs:


With our highly affordable managed IT services, you will never have to worry about the expense of repairing a network or workstation problem again. Alliance IT provides multiple IT services to help your business increase efficiency and deliver the peace of mind that goes hand-in-hand with optimal uptime. We can help put you in a position where your technology issues won’t stand in the way of your company’s profitability.
Managed Services Breakdown

We Are Your IT Department

*Alliance IT* is a premier provider of Managed IT Support Services for businesses of all sizes and budgets. *Alliance IT* offers secure, reliable IT support and managed IT services that work seamlessly with your business. Keep your computers, networks, printers, software and other IT running at full capacity, as well as protecting critical business processes and minimizing downtime with our Managed IT Services.

This quote outlines the service options we can provide to meet your business needs.

Managed Services 8x5

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<tr>
<th>Description</th>
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<tr>
<td>- Unlimited Remote Control Support</td>
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<td>- Microsoft Application Support</td>
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<td>- Online Asset Management</td>
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<td>- Online Trouble Ticket Management</td>
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<td>- Online License Management</td>
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<td>- Desktop Optimization &amp; Management</td>
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<td>- Spyware and Adware Removal</td>
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<tr>
<td>- Antivirus Software Management &amp; Update</td>
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Monthly Subtotal: $760.00
Subtotal: $600.00

Managed Services 24x7

*Optional

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<tr>
<th>Description</th>
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<tr>
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<td>- Antivirus Software Management &amp; Update</td>
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* Optional Monthly Subtotal: $1,080.00
* Optional Subtotal: $600.00
### Additional Recurring Services

* Contains Optional Items

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Backup of Office 365 mailbox

* Optional Recurring Subtotal: $24.00
# Managed Services

**Prepared by:**
Alliance IT  
Kevin R. Baylor  
941-556-4460 ext. 221  
Fax 9412967611  
kbaylor@allianceitllc.com

**Prepared for:**
Venetian Community Development District  
502 Veneto Blvd,  
Nokomis, FL 34275  
Denise Payton  
9414412272  
denisepayton@venetianriverclub.com

**Quote Information:**
Quote #: KRB078731  
Version: 1  
Delivery Date: 09/30/2019  
Expiration Date: 10/16/2019

## Quote Summary

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**Total:** $600.00

## Monthly Expenses Summary

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**Monthly Total:** $760.00

### *Optional Expenses*

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**Recurring Subtotal:** $24.00

### *Optional Expenses*

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**Optional Subtotals:** $1,080.00 $600.00

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Payment Options

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Summary of Selected Payment Options

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Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Alliance IT

Signature: ________________________  Name: Kevin Baylor  Title: CTO / Managing Partner  Date: 09/30/2019

Venetian Community Development District

Signature: ________________________  Name: Denise Payton  Date: ________________________
### Agreement - SLA

#### Standard SLA

**SLA for Standard Support:**

<table>
<thead>
<tr>
<th>SEVERITY</th>
<th>DEFINITION</th>
<th>BUSINESS HOURS</th>
</tr>
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<tbody>
<tr>
<td><strong>P1 - Critical</strong></td>
<td>Existing network or service outage. Critical impact to business operation.</td>
<td>Mon thru Fri, 8am to 5pm EST</td>
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<tr>
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<td>Existing network or service outage. Moderate impact to business operation.</td>
<td>Mon thru Fri, 8am to 5pm EST</td>
</tr>
<tr>
<td><strong>P3 - Important</strong></td>
<td>Existing network or service is impaired, but most business functions remain operational</td>
<td>Mon thru Fri, 8am to 5pm EST</td>
</tr>
<tr>
<td><strong>P4 - Advisory</strong></td>
<td>Operation of a service is not optimal. Overall functionality is intact. Nominal impact to operations.</td>
<td>Mon thru Fri, 8am to 5pm EST</td>
</tr>
</tbody>
</table>
Master Service Agreement

1. Purpose and Term of Agreement

This Agreement between Venetian Community Development District, herein referred to as Client or You, and Alliance IT, LLC, hereinafter referred to as Service Provider or Us/We, shall serve as the Master Agreement governing the terms and conditions by which business is conducted between the parties. During the life of this agreement, Client may contract for services, equipment or supplies which will be added as Addendums to this Master Service Agreement.

This agreement is effective upon the date signed and shall remain in force until rescinded in writing by either party provided there are no active Addendums still in force. If there are active Addendums, this Master Service Agreement shall not be terminated until such time after the expiration of all Addendums.

This Agreement may be terminated by either Party upon ninety (90) days’ written notice if the other Party:

a. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.

b. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.

c. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

d. If either party terminates this Agreement, We will assist You in the orderly termination of services, including timely transfer of the services to another designated provider. You agree to pay Us the actual costs of rendering such assistance.

2. Fees and Payment Schedule

a) Unless covered by an Addendum providing covered services, You agree to pay for each hour of service provided at the current hourly rate. Onsite service will be billed a minimum of one full hour with fractional hours rounded up to the next full hour. Current Hourly Rate Card is detailed in Appendix A and is subject to updates and changes.

b) Fees for Contracted Services covered by an Addendum to this Agreement will become due and payable on the first day of each month for the term of each Addendum. Each month, We will supply a reminder invoice for these contracted services dated for the first of the month and You remain responsible for payment by the due date. Services may be suspended if payment is not received within 10 days of this due date.

c) Fees for non-contracted service, equipment and supplies will be invoiced to You as they occur during the month. These invoices are due upon receipt and payments are past due 15 days after the date of invoice.

d) Any invoices not paid in a timely manner shall bear interest at the rate of one and one-half percent (1.5%) per month or fraction thereof, from the date of delinquency until the date of payment.

e) You agree to pay $25.00 or the maximum allowed by law, whichever is greater, for each check returned for insufficient funds or any other reason.
3. **Taxes and Filing Cost**

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. You shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use. You are solely responsible for any other taxes or similar charges arising out of this Agreement, including all applicable customs, duties, sales tax, use tax, value-added taxes, excise charges, property taxes or brokerage fees. You shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.

You agree to pay all taxes, fees and filing cost related to the rental or lease of Products, even if billed after the end of the term of this agreement. If We are required to file and pay property tax, You agree to reimburse Us. If You are required to file and pay the taxes directly to the tax collector, We will notify you.

4. **Limitation of Liability**

Service Provider warrants to Client that the material, analysis, data, programs, and services to be delivered or rendered under this Agreement will be of the kind and quality designated and will be performed by qualified personnel.

Service Provider offers no guarantees or warranties, express or implied, as to system availability and functionality during any phase of its support services and makes no guarantees or warranties, expressed or implied, regarding the ability to resolve computer-related problems, to recover data, or to avoid losing data.

In no event shall Service Provider be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

5. **Jurisdiction and Scope**

This Agreement shall be governed by the laws of the State of Florida, County of Sarasota. This Agreement and its Addendums together constitute the entire Agreement between Client and Service Provider for services, equipment and supplies. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client.

If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

6. **Dispute Resolution**

Any disputes that arise between the parties with respect to the performance of this agreement shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

The final arbitration decision shall be enforceable through the courts of the State of Florida, County of Sarasota. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be binding and enforceable as if this section were not a part hereof.
7. **Confidential Information**
It is acknowledged that certain information belonging to the Client and Vendor is confidential and/or constitutes the trade secrets of each party as this pertains to all knowledge and information which either party acquires on the premises of or from the other or any of either party’s employees or consultants regarding any projects, duties and/or assignments for which Vendor provides services to Client. During the term of this Agreement and thereafter, both parties agree that, unless this information has already become common knowledge or unless required to disclose it by governmental process, it will hold this information common knowledge or unless required to disclose it by governmental process, it will hold this information in trust solely for the other’s benefit and use and shall not directly or indirectly disclose it to any person or entity without the written permission.

8. **Non-Solicitation of Employees**
During the term of this agreement and for a period of twelve (12) months thereafter, Client agrees not to solicit, recruit, or employ any employee of Service Provider without the prior written consent of the President or Chief Executive Officer of Service Provider. Service Provider hereby agrees that it will not solicit, hire, or retain, in any capacity whatsoever any of Client’s employees without written consent from Client. In the event of a breach, the offending party shall pay the offended party as liquidated damages an amount equal to fifty percent (50%) of the annual compensation of the employee, associate or independent contractor.

9. **Force Majeure**
The Service Provider shall not be in default under this Agreement because of failure to perform in accordance with its terms and conditions if such failure arises from causes beyond its control, including, but not restricted to, acts of God, acts of government, fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers, or any and all causes beyond control of the Service Provider.

10. **Collection**
If it is necessary for Service Provider to employ attorneys for the collection of amounts payable hereunder, all costs and expenses incident to such collection, including without limitation, reasonable fees of such attorneys, shall be added to the amount payable hereunder and be collected as part thereof.

11. **Ownership**
Service Provider shall have the exclusive right and ownership to the foregoing: (i) all original technical data or written material originated and prepared by Service Provider pursuant to this Agreement, including designs, know-how and technical specifications; (ii) all ideas, concepts, know-how or techniques relating to any technical data or written material developed by Service Provider or its personnel, or jointly by Service Provider and Client; and (iii) all inventions, discoveries or improvements, including ideas, concepts, know-how or techniques relating to any projects, duties or tasks which Service Provider shall perform for Client that are developed pursuant to this Agreement or Addendum, or conceived or originated by Service Provider, solely or jointly with others, at Client’s request or expense at its facility, in the course of any engagement, or based on knowledge or information obtained from Client during the course of an engagement.

12. **Advertising or Publicity**
We have the right to include your name in a general listing of users of our products or services. However, neither party shall use any logos or trademarks owned by the other party unless pre-approved in writing by one of its officers.
13. **Entire Agreement**  
This Agreement and its Addendums constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior contemporaneous written or oral agreements and representations between the parties with respect thereto. This Agreement shall not be deemed to extinguish or mitigate any payments that are owed to Service Provider by Client pursuant to the terms of any previous or other existing agreements between Service Provider and Client. Client acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

By their signature, each party acknowledges that they have the authority to approve this Managed Services Agreement and any specifications contained therein, to resolve issues regarding any policy, to coordinate services under the Managed Services Agreement and to answer any questions from the other party. Further client acknowledges that it has received a copy of this Managed Services Agreement and the Business Terms of Vendor.

**Approved By:**

<table>
<thead>
<tr>
<th>Client</th>
<th>Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name: Kevin Baylor</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: CTO / Managing Partner</td>
</tr>
<tr>
<td>Date:</td>
<td>Date: 09/30/2019</td>
</tr>
</tbody>
</table>
Personal Guaranty:
When we use the words you and your in this Guaranty, we mean the Guarantor(s) indicated below. When we use the words, we, us and our in this Guaranty, we mean Vendor as stated above. All other terms shall have the same meanings as used in the Managed Services Agreement. You guaranty that the Client will make all payments and perform all other obligations under the Managed Services Agreement until completed. Your obligations shall be non-cancellable, continuing, direct and unconditional. You waive notice of Client’s default, acceptance, demand and protest and you consent to any modifications to the Managed Services Agreement and/or release of any obligations. You are not entitled to subrogation. You shall not assign this Guaranty. This Guaranty shall be binding upon your permitted successors and assigns and inure to the benefit of our successors and assigns. If there is more than one Guarantor, your obligations are joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your credit and make other credit inquiries that we determine are necessary. This Guaranty is governed by the laws of the State of Florida. You consent to the jurisdiction of any court located within Florida. You expressly waive any right to trial by jury.

Guarantor (Signature) ___________________________  Guarantor (Signature) ___________________________
             Do not include title                          Do not include title
Print Name ______________________________________  Print Name ______________________________________
Date: ___________________________________________  Date: ___________________________________________
# Hourly Service Rate Card

<table>
<thead>
<tr>
<th>Labor</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remote Support 8am-5pm M-F</td>
<td>$150/hr 15 minute increments</td>
</tr>
<tr>
<td>Shop Support 8am-5pm M-F</td>
<td>$150/hr 15 minute increments</td>
</tr>
<tr>
<td>Onsite Support 8am-5pm M-F</td>
<td>$150/hr 1 hour minimum then 15 minute increments</td>
</tr>
<tr>
<td>24x7x365 Network Monitoring</td>
<td>N/A - Offered by Contract Only</td>
</tr>
<tr>
<td>Remote Support 5:01pm-7:59am M-F</td>
<td>$225/hr 15 minute increments</td>
</tr>
<tr>
<td>Shop Support 5:01pm-7:59am M-F</td>
<td>$225/hr 15 minute increments</td>
</tr>
<tr>
<td>Onsite Support 5:01pm-7:59am M-F</td>
<td>$225/hr 1 hour minimum then 15 minute increments</td>
</tr>
<tr>
<td>Remote Support All Other Times</td>
<td>$300/hr 1 hour minimum then 15 minute increments</td>
</tr>
<tr>
<td>Holidays, Weekends &amp; Emergencies</td>
<td></td>
</tr>
<tr>
<td>Shop Support All Other Times</td>
<td>$300/hr 1 hour minimum then 15 minute increments</td>
</tr>
<tr>
<td>Holidays, Weekends &amp; Emergencies</td>
<td></td>
</tr>
<tr>
<td>Onsite Support All Other Times</td>
<td>$300/hr 2 hours minimum then 15 minute increments</td>
</tr>
<tr>
<td>Holidays, Weekends &amp; Emergencies</td>
<td></td>
</tr>
</tbody>
</table>
We have prepared a quote for you

Point of Sale Upgrade
Quote # KRB078728
Version 1

Prepared for:

Venetian Community Development District
Denise Payton
denisepayton@venetianriverclub.com
## Hardware

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Qty</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OptiPlex 5270 AIO MLK</strong></td>
<td>$1,350.42</td>
<td>5</td>
<td>$6,752.10</td>
</tr>
<tr>
<td>• OptiPlex 5270 AIO OptiPlex 5270 All-in-One BTX GCVVJ5N</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Processor Intel® Core™ i5-9500 (6 Cores/9MB/6T/3.0GHz to 4.4GHz/65W); supports Windows 10/Linux G3TIKEM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Operating System Windows 10 Pro 64bit English, French, Spanish GF48XA1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Memory 8GB 1X8GB DDR4 2666MHz Non-ECC GFH3TEZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Video Card Intel® Integrated Graphics G3QDA24</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>• Hard Drive M.2 256GB Class 35 Solid State Drive GF1K04X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>• LCD OptiPlex All-in-One Touch Panel G4RIGXV</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Chassis Options 5270 AIO 21.5&quot; Touch, Camera, UMA, Bronze, intrusion switch GXHV4KE</td>
<td></td>
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</tr>
<tr>
<td>• Wireless Intel® Wireless-AC 9560, Dual-band 2x2 802.11ac Wi-Fi with MU-MIMO + Bluetooth 5 GNGP04U</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>• Power Cord System Power Cord (US) GA5894N</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>• Hardware Support Services 3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis NBD3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Software Stack Windows 10 NonEmbedded without IR Camera GVLPJQ5</td>
<td></td>
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<tr>
<td>• TPM Security Trusted Platform Module (Discrete TPM Enabled) GJMDKT6</td>
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<tr>
<td>• Processor Label Intel® Core ™ i5 Processor Label GBYUG7C</td>
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</tr>
<tr>
<td>• Stands and Mounts OptiPlex All-in-One Articulating Stand, 5260/5270 All-in-One G7C4BPT</td>
<td></td>
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<tr>
<td>• Energy Efficient Options Energy Star G6J34SM</td>
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</tr>
<tr>
<td>• Wireless Driver Wireless Driver, Intel 9560AC wireless card for WW GVU95D1</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>• Systems Management Intel® Standard Manageability G1YILOV</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• External Speakers No External Speaker GTNM7E2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 332-1396 Dell Wireless Keyboard and Mouse Combo - KM714 | $79.91 | 5 | $399.55 |
**Hardware**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Qty</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>A6980888  Epson Epson TM-T88V POS Thermal Receipt Printer</td>
<td>$358.02</td>
<td>1</td>
<td>$358.02</td>
</tr>
<tr>
<td>KZ6637   APC 650 VA UPS</td>
<td>$90.41</td>
<td>5</td>
<td>$452.05</td>
</tr>
<tr>
<td>KZ6637   APC by Schneider Electric Back-UPS 650 VA Desktop UPS - Desktop - 1 Day Recharge - 3 Minute Stand-by - 110 V AC Input - 120 V AC Output - 4 x NEMA 5-15R, 4 x NEMA 5-15R</td>
<td>$90.41</td>
<td>5</td>
<td>$452.05</td>
</tr>
<tr>
<td>E45726   MagTek Magnetic Stripe Swipe Card Reader</td>
<td>$55.76</td>
<td>5</td>
<td>$278.80</td>
</tr>
<tr>
<td>E45726   Triple Track - 50 in/s 2/3 USB KYBRD EMULATION BLK 6FT CAB</td>
<td>$55.76</td>
<td>5</td>
<td>$278.80</td>
</tr>
</tbody>
</table>

Subtotal: $8,240.52

**Services**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Qty</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>install</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation and configuration</td>
<td>$2,250.00</td>
<td>1</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>• Installation and configuration of POS systems</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Installation and configuration of thermal printer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Installation and configuration of mag swipes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Testing of APC UPS unit and battery retention time</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Testing of systems post installation with staff member(s) as needed</td>
<td></td>
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</tbody>
</table>

Subtotal: $2,250.00

**Shipping**

<table>
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<tr>
<th>Description</th>
<th>Price</th>
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<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shipping</td>
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<tr>
<td>Shipping and Handling</td>
<td>$259.98</td>
<td>1</td>
<td>$259.98</td>
</tr>
</tbody>
</table>

Subtotal: $259.98
Point of Sale Upgrade

Prepared by:
Alliance IT
Kevin R. Baylor
941-556-4460 ext. 221
Fax 9412967611
kbaylor@allianceitllc.com

Prepared for:
Venetian Community Development District
502 Veneto Blvd,
Nokomis, FL 34275
Denise Payton
9414412272
denisepayton@venetianriverclub.com

Quote Information:
Quote #: KRB078728
Version: 1
Delivery Date: 09/16/2019
Expiration Date: 10/16/2019

Quote Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardware</td>
<td>$8,240.52</td>
</tr>
<tr>
<td>Services</td>
<td>$2,250.00</td>
</tr>
</tbody>
</table>

Subtotal: $10,490.52
Shipping: $259.98
Total: $10,750.50

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Thank you for your order. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached quote or proposal document will be sent to your email address to complete your order acceptance. Your are NOT required to electronically sign your order, and you may fax or scan/email your signed order to us if you prefer. If you have any questions, please feel free to contact us. ALL SALES ARE FINAL.

To place your order:

Please check the "I accept" box. Provide your initials and your correct email address in the space provided below. You are electronically signing the attached document as well as this order page.

Alliance IT

Signature: ____________________________
Name: Kevin Baylor
Title: CTO / Managing Partner
Date: 09/16/2019

Venetian Community Development District

Signature: ____________________________
Name: Denise Payton
Date: ____________________________

ALL SALES ARE FINAL.
We have prepared a quote for you

Server Upgrade
Quote # KRB078729
Version 1

Prepared for:

Venetian Community Development District
Denise Payton
denisepayton@venetianriverclub.com
## Hardware

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Qty</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>385-BBKH</td>
<td>PowerEdge R340</td>
<td>$5,440.57</td>
<td>1</td>
</tr>
</tbody>
</table>

- **385-BBKH**
  - Trusted Platform Module (TPM): Trusted Platform Module 2.0 GFC8O1N
  - Chassis Configuration: 3.5" Chassis with up to 4 Hot Plug Hard Drives GEX9H81
  - Shipping: PowerEdge R340 Shipping G3GUMFS
  - Shipping Material: PowerEdge R340 Shipping Material for 3.5" Chassis GA61G9R
  - Processor: Intel® Xeon® E-2136 3.3GHz, 12M cache, 6C/12T, turbo (80W) GKA3E69
  - Processor Thermal Configuration: Heatsink for 80W or less CPU GH5K9IL
  - Memory DIMM Type and Speed: 2666MT/s UDIMMs G538WOB
  - Memory Configuration Type: Performance Optimized GH9QBEI
  - Memory Capacity: (2) 16GB 2666MT/s DDR4 ECC UDIMM GYWO126
  - RAID Configuration: C4, RAID 5 for 3 or more HDDs or SSDs (Matching Type/Speed/Capacity) GQEH61Y
  - RAID/Internal Storage Controllers: PERC H730P RAID Controller, 2Gb NV Cache, Adapter GHFM5EN
  - Hard Drives: (3) 480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3.5in HYB CARR, 3 DWPD, 2628 TBW GBHCZQ4
  - Operating System: VMware ESXi 6.7 U2 Embedded Image on Flash Media (License Not Included) G1C7Q5J
  - OS Media Kits: Windows Server® 2019 Standard,16CORE,Secondary OS,Media Kit, Multi Language GFDKV1Z
  - 10-pack of Windows Server 2019/2016 User CALs (Standard or Datacenter)
  - Embedded Systems Management: iDrac9, Enterprise
  - PCIe Riser: PCIe Riser with Fan with up to 1 FH/HL, x8 PCIe + 1 LP, x4 PCIe Gen3 Slots
  - Additional Network Cards: On-Board Broadcom 5720 Dual Port 1Gb LOM GZ7VTNS
  - Additional Network Cards: Broadcom 5720 Dual Port 1GbE BASE-T Adapter, PCIe Low Profile G0UA6GE
  - IDSDM and VFFlash Card Reader: ISDM and Combo Card Reader G6H9IOX
  - Internal SD Module: 2x 32GB microSDHC/SDXC Card
  - Power Supply: Dual, Hot-plug, Redundant Power Supply
### Hardware

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Qty</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>350W G0FARJY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Power Cords : (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America GPHWFU8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Bezel : PowerEdge 1U Standard Bezel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• BIOS and Advanced System Configuration Settings : Performance BIOS Setting GJO594B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Rack Rails : ReadyRails™ Static Rails for 2/4-post Racks GFK9A8H</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Virtualization software and Support : VMware vSphere Essentials, 3 hosts, max 2 CPU per host 1YR G34UGMJ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Dell Services: Hardware Support : Basic Next Business Day 12Months, 12 Month(s) GBOTH2I</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal:** $5,440.57

### Software

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notes</td>
<td>1</td>
</tr>
</tbody>
</table>

**Included in server cost**

Operating system software is included in pricing and configuration of server in hardware section
## Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Qty</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>install</strong></td>
<td>$1,475.00</td>
<td>1</td>
<td>$1,475.00</td>
</tr>
<tr>
<td>Installation, configuration and migration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Install and configure new server</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Migrate application(s) and database(s) such as EZ Suite to new server</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Migrate existing file sharing to new server</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Work with Denise on additional file sharing setup and needs for admin staff</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Setup backups</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Test with staff to insure all PCs, scanners, and printers are referencing the new server as needed for file sharing and printing</td>
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**Subtotal:** $1,475.00

## Shipping

<table>
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<tr>
<th>Description</th>
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<th>Ext. Price</th>
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<tbody>
<tr>
<td><strong>Shipping</strong></td>
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<tr>
<td>Shipping and Handling</td>
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<td></td>
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</tbody>
</table>

**Subtotal:** $89.95
Server Upgrade

Prepared by: Alliance IT
Kevin R. Baylor
941-556-4460 ext. 221
Fax 9412967611
kbaylor@allianceitllc.com

Prepared for: Venetian Community Development District
502 Veneto Blvd,
Nokomis, FL  34275
Denise Payton
9414412272
denisepayton@venetianriverclub.com

Quote Information:
Quote #: KRB078729
Version: 1
Delivery Date: 09/16/2019
Expiration Date: 10/16/2019

Quote Summary

<table>
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<th>Description</th>
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<td>Hardware</td>
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<td>Services</td>
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Subtotal: $6,915.57
Shipping: $89.95
Total: $7,005.52

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Thank you for your order. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached quote or proposal document will be sent to your email address to complete your order acceptance. Your are NOT required to electronically sign your order, and you may fax or scan/email your signed order to us if you prefer. If you have any questions, please feel free to contact us. ALL SALES ARE FINAL.

To place your order:

Please check the "I accept" box. Provide your initials and your correct email address in the space provided below. You are electronically signing the attached document as well as this order page.

Alliance IT

Signature: __________________________
Name: Kevin Baylor
Title: CTO / Managing Partner
Date: 09/16/2019

Venetian Community Development District

Signature: __________________________
Name: Denise Payton
Date: __________________________

Quote #KRB078729 v1
We have prepared a quote for you

HP Switch
Quote # KRB078732
Version 1

Prepared for:

Venetian Community Development District
Denise Payton
denisepayton@venetianriverclub.com
## Hardware

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
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<td>JL384A#ABA</td>
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HP OfficeConnect 24-POE Switch
HPE OfficeConnect 1920S 24G 2SFP PPoE+ 185W Switch

Subtotal: $800.80

## Services

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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Shipping and Handling</td>
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</tr>
</tbody>
</table>

Subtotal: $18.99
HP Switch

Prepared by: Alliance IT
Kevin R. Baylor
941-556-4460 ext. 221
Fax 9412967611
kbaylor@allianceitllc.com

Prepared for: Venetian Community Development District
502 Veneto Blvd,
Nokomis, FL 34275
Denise Payton
9414412272
denisepayton@venetianriverclub.com

Quote Information:
Quote #: KRB078732
Version: 1
Delivery Date: 09/16/2019
Expiration Date: 10/16/2019

Quote Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Hardware</td>
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<td>Services</td>
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Subtotal: $900.80
Shipping: $18.99
Total: $921.12

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Thank you for your order. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached quote or proposal document will be sent to your email address to complete your order acceptance. Your are NOT required to electronically sign your order, and you may fax or scan/email your signed order to us if you prefer. If you have any questions, please feel free to contact us. ALL SALES ARE FINAL.

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Please check the "I accept" box. Provide your initials and your correct email address in the space provided below. You are electronically signing the attached document as well as this order page.

Alliance IT

Signature: ____________
Name: Kevin Baylor
Title: CTO / Managing Partner
Date: 09/16/2019

Venetian Community Development District

Signature: _____________________
Name: Denise Payton
Title: _____________________
Date: _____________________
We have prepared a quote for you

Datto Backup
Quote # KRB078730
Version 1

Prepared for:
Venetian Community Development District
Denise Payton
denisepayton@venetianriverclub.com
## Hardware

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
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<tbody>
<tr>
<td>Datto Alto 3</td>
<td>1</td>
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<tr>
<td><strong>Provides up to 2TB onsite and offsite backup capability. No upfront cost for the hardware.</strong></td>
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## Services

<table>
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<tr>
<th>Description</th>
<th>Recurring</th>
<th>Qty</th>
<th>Ext. Recurring</th>
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<td>Installation and configuration of Datto Backup</td>
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<td>1</td>
<td>$189.60</td>
</tr>
<tr>
<td>Monthly recurring cost for offsite backup services for up to 2TB of data. Includes server agent software and hardware device.</td>
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<td></td>
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</table>

**Monthly Subtotal:** $189.60

## Shipping

<table>
<thead>
<tr>
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<th>Price</th>
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<td>$12.99</td>
</tr>
<tr>
<td>Shipping and Handling</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal:** $12.99
Datto Backup

Prepared by:
Alliance IT
Kevin R. Baylor
941-556-4460 ext. 221
Fax 9412967611
kbaylor@allianceitllc.com

Prepared for:
Venetian Community Development District
502 Veneto Blvd,
Nokomis, FL 34275
Denise Payton
9414412272
denisepayton@venetianriverclub.com

Quote Information:
Quote #: KRB078730
Version: 1
Delivery Date: 09/16/2019
Expiration Date: 10/16/2019

Monthly Expenses Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services</td>
<td>$189.60</td>
</tr>
</tbody>
</table>

Monthly Total: $189.60

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Thank you for your order. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached quote or proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, and you may fax or scan/email your signed order to us if you prefer. If you have any questions, please feel free to contact us. ALL SALES ARE FINAL.

To place your order:

Please check the "I accept" box. Provide your initials and your correct email address in the space provided below. You are electronically signing the attached document as well as this order page.

Alliance IT

Signature: [Signature]
Name: Kevin Baylor
Title: CTO / Managing Partner
Date: 09/16/2019

Venetian Community Development District

Signature: [Signature]
Name: Denise Payton
Date: [Date]
Tab 3
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, September 23, 2019 at 9:32 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 Chair

David Lusty  
Board Supervisor, Assistant Secretary

Richard McCafferty  
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 & Mooney, P.A.

Rick Schappacher  
District Engineer, Schappacher Engineering

Denise Payton  
General Manager, River Club

Keith Livermore  
Field Manager, Venetian CDD

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

Ms. Blandon opened the floor to audience comments.

Mr. Curreri thanked the Board and Committees for their service. He spoke regarding charges from Immaculate Exteriors and advised they did a great job in most locations although the sidewalks near the River Club appear to not be cleaned. Mr. Livermore will contact Immaculate Exteriors to inquire. Ms. Payton advised that if it is the River Club area, those areas are not cleaned by Immaculate Exteriors but are cleaned by the River Club.

Mr. Pentin commended the Board for looking into capital improvements although the cost benefits should be reviewed. He inquired as to whether the Board has examined a cost reduction program; such as refinancing of the bonds. Mr. Pentin inquired as to overlap between the POA and the CDD and possibly repetitiveness between the two. He further inquired as to the POA P&L as well as administratively between the two entities. Mr. Pentin addressed the mailbox refurbishment project. Mr. Bracco advised that the Verizon contract
is a POA contract. He advised that the mailbox cleaning is part of the process for refurbishment. Mr. Lusty advised that regarding cost reduction; the CDD Board is cognizant of the budget. He advised that regarding the bonds, that would have to be reviewed. Mr. Lusty advised that the POA and CDD can work together but cannot be combined.

Mr. Chorba advised that being on the Facilities Committee; he is looking for an update on the fitness center a/c. Mr. Bracco advised that four bids for the units have been received and will be reviewed during today’s meeting.

Ms. Pozarek spoke regarding the perception of residents of a disconnect with residents and the Board being on the same page. She asked if the Board has considered a strategic plan. Mr. Lusty advised that there is a strategic plan which is old; he advised that about five years ago the strategic plan caused an uproar within the community. Mr. Lusty spoke regarding the Board being cognizant of expenses.

THIRD ORDER OF BUSINESS Facilities Advisory Committee Report

Mr. Dabney advised that the Committee did not meet in August due to a lack of quorum. He recommended filling a position on the Committee in order to have a quorum while some members are out of town. He further discussed the September meeting and the presentation by Mr. Humphrey. Mr. Chorba advised that the next meeting is October 7th at which time they hope to put together the input from the residents along with the recommendations from Mr. Humphrey and they hope to provide a list of recommendations to the Board. Mr. Lusty asked if Mr. Dabney has a suggestion or recommendation for filling any vacancies on the Committee. Mr. Lusty recommended that Mr. Livermore send a communication to the residents that any interested parties should submit their information to Ms. Blandon.

FOURTH ORDER OF BUSINESS Landscaping Advisory Committee Report

Ms. Guardiano discussed flowers, she advised that at the last meeting of the Committee it was decided by the Committee that since more than fifty percent of the flowers are dead, they should all be removed; she advised that they expect that BrightView is going to provide a credit since they recommended the flowers and they were planted incorrectly. She advised it would be helpful if the CDD Board made a decision that all areas across from the monuments that normally have flowers would be closed up with sod; this had been discussed previously and the Committee agreed to close up the areas, the associated cost was in the removal proposal. On Montelluna across from the monument there is a large V where flowers are typically planted, should be sodded in order to reduce flower costs; flowers are wanted in the front entrance by the three islands and the front circle by the fountain and eliminate flowers elsewhere. She advised that the Committee will work with the new landscaper at the next meeting in October of options to put in front of the monuments that are not flowers that will last longer so that money is not spent replacing flowers. She recommended that the maintenance person hand water the flowers at the front island area during dry spells. Ms. Guardiano asked if the Board is in agreement to closing the sections off. Mr. Lusty inquired regarding costs. Ms. Guardiano advised the proposal was included in the removal proposal, approximately $1,000.00. Mr. Lusty asked for a cost proposal to close in the areas recommended. Ms. Guardiano addressed the gas pipes indicators throughout
the community; she advised that the committee is looking into having the pipes cut down.
She advised that there is no budget line item for lighting of the monuments; they have asked
Mr. Livermore to put in a few lights at the front circle by the fountain for safety reasons. Mr.
Lusty asked for the cost of the lights. Mr. Bracco advised that costs are needed. Mr. Lusty
advised that proposals are needed for recommendations. Ms. Guardiano advised that some
members of the ARC attended the last meeting and a discussion was held regarding sod
versus Florida Friendly plants and the outcome is that while sod can be minimized it is not
realistic to have no sod; the center island has the necessary slope which allows water to
naturally drain from the plants and palms and without the sod edge most of the mulch would
be lost in the first hard rain; edging would require continuous hand weeding of the island
that is 250’ long, the depth of the sod was decided by the landscapers because of the width
of the mowers; she recommended keeping in mind that the Florida Friendly landscaping
guide uses sod in all recommended plantings. Ms. Guardiano advised that as requested;
Brightview, MRT, and LMP will be providing presentations of recommendations for the entry
landscaping. She reviewed the criteria provided each proposer. A representative from
BrightView provided an overview of their proposal. He responded to questions from the
Board. A representative from LMP distributed a hand out to each Board member and
provided an overview of their proposal. He responded to questions from the Board. Mr.
Justin Taylor and Ryan, representatives of MRT, distributed a hand out to each Board
member and provided an overview of their proposal via a Power Point presentation on the
projector screen. They responded to questions from the Board.

The Board asked the Committee if they had a recommendation prior to the meeting.
The Committee advised that they would like guidance from Mr. Toborg. Discussion ensued.
Mr. Toborg advised of his concerns related to the irrigation numbers provided as they appear
to be low; he further advised of concerns related to shading of certain plant material being
proposed. Mr. Toborg advised that he prefers the maintenance contractor provide the plant
material as they then take the responsibility of maintaining the install.

Mr. Truman Henner of the ACC addressed the Board regarding the proposals
received. He advised that all designs vary a great deal from Florida Friendly and are
overboard regarding additional sod; he advised that he agrees with the Landscape
Committee with installing some sod, but the amount proposed is extreme and will require a
large irrigation update.

Mr. McCafferty made a motion, which was seconded by Ms. Lentile, to accept the
MRT proposal for landscape enhancements. Mr. Bracco spoke regarding having LMP as
the vendor within the community as well as the LMP warranty and irrigation. He further
advised that there is value in utilizing the community vendor. Mr. McCafferty advised that
the amount of sod in the LMP proposal is a concern. Ms. Lentile advised that she was
leaning toward LMP however she is concerned about the amount of sod and the amount of
irrigation needed for the sod. Further discussion ensued. Ms. Blandon called for a vote on
the motion on the floor; with two in favor and two opposed, the motion failed.

Mr. Bracco made a motion, which was seconded by Mr. Lusty, to accept the LMP
proposal, subject to preparation of a contract. Mr. Lusty advised that he likes both LMP and
MRT and cost is not an initial issue; he stated that the warranty by LMP is worth a lot as the
material is guaranteed as long as they are the landscape vendor.
On a Motion by Mr. Bracco, seconded by Mr. McCafferty, with all in favor, the Board Approved the LMP Proposal for Entry Landscape Enhancements, Subject to Preparation of a Contract by Counsel, for the Venetian Community Development District.

The Board took a recess at 11:00 a.m. and was back on the record at 11:11 a.m.

FIFTH ORDER OF BUSINESS  

Ms. Lentile recommended that this Committee report be skipped. Mr. Lusty inquired regarding the email he received related to disbanding the Committee. Ms. Lentile recommended not disbanding the Committee. Mr. Lusty inquired regarding the current balance of unused funds. Ms. Blandon advised that she will report the balance at the next meeting. Ms. Blandon advised that October 28th is the meeting scheduled to discuss Pickleball.

SIXTH ORDER OF BUSINESS  

Ms. Wolff advised that at the last meeting a good discussion was held regarding replacing the flooring of the fitness room as well replacing the weight equipment at the same time; she advised that both items are in the reserve and initial estimates are coming in under the reserve numbers. She advised that the Committee will be speaking with vendors for pricing on the flooring and equipment. Ms. Wolff advised that visits by individuals are being conducted in order to determine what equipment is wanted so that a recommendation can be presented to the CDD Board. Mr. Lusty asked that the Committee obtain the amount of reserves for flooring and equipment in order to not obtain estimates that exceed the reserve amounts. Mr. Bracco spoke regarding the previous estimates obtained; he asked that the floor proposals include both the materials and installation. Ms. Wolff advised that the fitness class for the winter season will be addressed at the next meeting; she further recommended that the Board begin thinking about replacement of Committee members prior to 2020 so that the new members can be appointed prior to expiration of the current seat; she advised that three to four people will be coming off the Committee. Ms. Wolff asked that the Board inquire related to the background of interested parties.

SEVENTH ORDER OF BUSINESS  

Mr. Bracco advised that the last meeting was held in July, the August meeting was cancelled due to people on vacation and there was no quorum in September. He further advised that there is currently nothing to report and the next meeting is scheduled for October 9th.

EIGHTH ORDER OF BUSINESS  

Mr. Schappacher advised that sidewalk grinding has been done; he advised that he spoke with the vendor and he will be out next week to replace the sections that need to be replaced. Mr. Schappacher advised that he spoke with Mr. Livermore regarding the area
where the trip and fall happened; he advised that the area was marked although the marking
may now be gone. Mr. McCafferty inquired regarding utilizing a mud jack method rather than
grinding. Mr. Schappacher advised that the mud jack process is cost prohibitive. Ms. Lentile
inquired regarding the letter from the lady who tripped and fell. Mr. Livermore advised that it
has been addressed. Mr. Schappacher advised that he is coordinating with the asphalt
vendor for the entry way; he asked if a month out is a good timeframe. The Board advised
that LMP would need to provide their timeline for landscape installations. Mr. Livermore
advised that he will schedule the landscape work with LMP. Mr. Lusty recommended
installing the landscaping at the end of October. Mr. Schappacher advised that he will be
reviewing the ponding issue at the River Club parking lot with the current asphalt vendor to
determine if the asphalt surface can be milled and repaired. Mr. Schappacher advised that
regarding the City of Venice PUD Amendment; the approved binding master plan with the
proposed improvements on the plan are needed. He advised that Mr. Jasper picked up the
approved plans although the CAD files are not available but he is moving forward with the
amendment showing the dog park and pickleball courts as conceptual. He further advised
that related to the irrigation RFP, a lot of information has been received, and he is not an
expert on the irrigation and so he will work with Mr. Jasper to put together the scope.

NINTH ORDER OF BUSINESS

Consideration of EGIS Insurance
Proposal for Fiscal Year 2019/2020

Ms. Blandon provided an overview of the EGIS proposal advising that the proposal
is $1,710.00 higher than the current year proposal. She advised that Stahl did not provide
a proposal.

On a Motion by Mr. Lusty, seconded by Mr. Bracco, with all in favor, the Board Approved the EGIS
Insurance Proposal for Fiscal Year 2019/2020, for the Venetian Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Solitude Lake
Management Proposal for Installation
of Aeration Systems at Sites 15 & 48

Ms. Blandon reviewed the proposal received from Solitude Lake Management for
installation of aerations systems at sites 15 and 48. She advised the total for site 15 is
$3,620.00 and the total for site 48 is $11,664.00. Ms. Blandon confirmed that the proposals
are for the lakes where stratified. Mr. Lusty inquired as to where the item will be billed. Ms.
Blandon advised this would come from unused funds as it is not a reserve item. She advised
that electrical work will also need to be completed.

On a Motion by Mr. Lusty, seconded by Ms. Lentile, with all in favor, the Board Approved the Solitude Lake Management Proposal for Installation of Aeration Systems at Sites 15 & 48, as well as an Amount Not to Exceed $4,000.00 for Electrical Work, for the Venetian Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of Proposals for Mulch
Installation
Ms. Blandon reviewed the proposals for mulch installation from BrightView in the amount of $93,665.00, from M&W Supply in the amount of $65,599.56, and from Ramco Mulch Supply in the amount of $64,714.00. Discussion ensued regarding the color of the mulch as the River Club is the only area that has gold colored mulch.

On a Motion by Mr. Bracco, seconded by Mr. McCafferty, with all in favor, the Board Approved the Ramco Mulch Supply Proposal for Coco Brown Mulch Installation, Subject to Preparation of an Agreement by Counsel, for the Venetian Community Development District.

TWELFTH ORDER OF BUSINESS Consideration of Air Conditioning Replacement Quotes for Fitness Room, Aerobics Room, and Locker Rooms

Ms. Payton distributed copies of the proposals received for replacement of the air conditioning units as submitted by Action Air, Four Seasons, Global Air, and Honest Air; she advised that the proposals range from $40,649 to $59,706. Ms. Payton advised that Four Seasons is the lowest bidder and their proposal includes all necessary work and parts. Mr. Lusty asked that Ms. Payton ensure that the heating units are the same kilowatts. Mr. Bracco asked that Ms. Payton ensure that the electric is in place. Mr. Lusty inquired as to how long it will take to get the equipment. Ms. Payton advised that the timeline is four to six weeks as they are custom units.

On a Motion by Mr. Bracco, seconded by Mr. Lusty, with all in favor, the Board Approved the Four Seasons Proposal for A/C Replacement at the Fitness Room, Aerobics Room, and Locker Room, for the Venetian Community Development District.

Ms. Payton asked if the Board would like to discuss fitness room temperatures now or during her report. She advised that she spoke with U Fit as well as YMCA as alternatives for fitness locations. She reviewed the pricing for memberships. Ms. Payton advised that she would like to reimburse regular fitness room users for a membership at U Fit which would cost the River Club approximately $2,000.00. Mr. Lusty inquired regarding the process for reimbursement. Ms. Payton advised that she plans to have cash on hand to reimburse based upon receipts. Mr. Lusty recommended purchasing $10 Visa Gift Cards. Discussion ensued regarding the cost of the gift cards. Ms. Payton advised that she can provide a $10 credit to the dining room. The Board agreed to $2,000.00 reimbursement of dining credit and if additional funds are needed Ms. Payton is to come back to the Board.

THIRTEENTH ORDER OF BUSINESS Consideration of the Minutes of the Board of Supervisors’ Meeting held on September 9, 2019

Ms. Blandon presented the minutes of the Board of Supervisors’ meeting held on September 9, 2019 and asked if there were any additions, deletions, or corrections to the minutes. Mr. McCafferty inquired regarding the legal threshold which triggers the need for the RFP process. Mr. Cohen advised that it depends on the services being bid.
On a Motion by Mr. Bracco, seconded by Mr. McCafferty, with all in favor, the Board Approved the Minutes of the Board of Supervisors’ Meeting held on September 9, 2019, for the Venetian Community Development District.

**FOURTEENTH ORDER OF BUSINESS**  
**Consideration of the Operations and Maintenance Expenditures for the Month of August 2019**

Ms. Blandon advised that the August operations and maintenance expenditures were approved at the previous meeting and this item was placed on the agenda in error.

**FIFTEENTH ORDER OF BUSINESS**  
**Review of August 2019 Financials**

Ms. Blandon asked if there were any questions related to the August River Club financials. Mr. Lusty spoke regarding his confusion related to financials not matching from the River Club to the CDD financials; he discussed ICON being trained to record the varying items as the financials should match. Ms. Blandon advised that she can invite Ms. Gallant, Ms. Bialy, and Ms. Lapon to attend the next meeting to discuss the financials. Mr. Bracco asked that the various individuals attend on October 28th.

Ms. Blandon advised that the only time an amortization schedule is issued is when there is a pre-payment on bonds and it is requested by the Trustee. Ms. Blandon confirmed that the only time that will occur is when a pre-payment is conducted and not annually.

Mr. Bracco inquired as to the expiration of the Fitness on Demand contract. Ms. Payton confirmed it is at the end of 2020.

**SIXTEENTH ORDER OF BUSINESS**  
**Acceptance of Consent Items**

Ms. Blandon advised that the only consent item on the agenda is acceptance of the Recreational Advisory Committee meeting minutes of July 1, 2019. She asked if there were any questions. There were none.

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

**SEVENTEENTH ORDER OF BUSINESS**  
**Staff Reports**

A. District Counsel

Mr. Cohen advised that letters to the vendors related to the landscaping RFP have been sent and sufficient time has passed and so he is working on the contract with LMP to be effective November 1st. He further advised that the termination letter to BrightView was sent.

Mr. Cohen advised that the River Club would like to amend the River Club liquor license to allow for the sale of unopened bottles of wine. Ms. Payton
advised that when the specialty wines are brought in for the Wine dinners
some members would like to take the entire bottle of wine home with them
although the current license does not allow that. She advised that she would
also like to start a wine club. Ms. Payton clarified that a member can
purchase a bottle of wine if it is opened at the River Club but members
cannot purchase a bottle of unopened wine to take home. Ms. Payton
advised that the new license fee will be approximately $300.00 per year.
Discussion ensued. Ms. Blandon advised that approval from the insurance
company will also need to be obtained.

On a Motion by Mr. Lusty, seconded by Ms. Lentile, with all in favor, the Board Approved Applying for
the Wine and Beer Package Sales License, Contingent Upon Approval by the Insurance Company,
for the Venetian Community Development District.

B. River Club
Ms. Payton distributed an estimate of costs associated with Tiki dining staff;
she advised the current staffing cost is $27,000.00 per year and if going all
out on the expansion the staffing cost would be $118,000.00 and within a year
that amount would increase to $146,600.00. Discussion ensued. Mr. Lusty
asked that Ms. Payton provide an estimate on sales of food, beverages, and
alcohol, as well as cost of goods sold. Ms. Payton advised that she will work
on those numbers as well.

Ms. Payton advised that she did training to become a Notary and MaryAnn
will be doing so as well so that Notary services can be provided to the
membership.

Ms. Payton distributed a notice of violation warning related to a member
speaking improperly to a staff member; this person had a letter sent to them
August 2018 as well as the staff is sometimes hesitant to report actions such
as this. Ms. Payton advised that she is requesting a 30-day suspension. Mr.
Bracco recommended that Ms. Payton have her staff advise members that
their comments or actions make them feel uncomfortable and then report the
issue to Ms. Payton.

Ms. Payton asked the Board if they want further information on a Capital
Assessment on every resale home. Mr. Cohen advised that the CDD does not
have the power to do that.

Mr. Lusty inquired as to the status of the server contract. Ms. Payton advised
that she has a call into the vendor in the hopes of sitting down to discuss the
process in order to avoid interruption. Mr. Lusty asked that the contract be
included in the next agenda package. Mr. Lusty inquired regarding the status
of the fence outside of the River Club. Ms. Payton advised that this has been
handed off to the POA who has a contract with Tri-County who damaged the
fence. She further advised that Tri-County has advised that they will get on it.
Mr. Lusty recommended that Ms. Payton reach out to Tri-County advising of
their responsibility to repair the fence. Ms. Payton advised that she will provide
a deadline to Tri-County and if they do not provide the necessary repairs then
the CDD will provide the necessary repairs and bill Tri-County. Ms. Blandon
recommended that Ms. Payton contact Florida Fence. Mr. Lusty inquired
regarding the maintenance contracts for the kitchen equipment. Ms. Payton
advised that the contracts have been signed and will be effective October 1st.

C. Field Manager

Mr. Livermore advised that a pond inspection was conducted on September
20th and all ponds look good; he advised that his assistant went on the
inspection so that she could get familiar with the community. He advised
that the aerator systems should be good help with the health of the ponds.
Mr. Livermore advised that one of the privacy guards has been removed
from roving patrols to only working in the guardhouse. He advised that the
City is working on Mestre Court and wet checks were shut off this morning
so that the City can address their leak in that area which will require tearing
out of the road in that area. Mr. Lusty advised that the plantings by Aquatic
Systems look good and are growing nicely.

D. District Manager

Ms. Blandon advised that the next regular meeting of the Board of
Supervisors’ is scheduled for Monday, October 14, 2019 at 9:30 a.m.

Ms. Blandon advised that related to the ADA website compliance; Campus
Suites is working on the site and they expect to have it up and running by mid-
October. She advised that will continue to be a work in progress.

Ms. Blandon advised that related to the mailbox project; it has been, and will
continue to be, a time-consuming project and is challenging to coordinate.
She advised that once the pressure washing is done the sandblasting will
begin and once that is done the painting can begin. Mr. Cohen advised that
the contract for the gate maintenance has been prepared and the agreement
has been sent to the vendor.

Mr. Bracco inquired as to the date for the meeting with the City. Ms. Blandon
confirmed it is on the 30th. Mr. Bracco advised the meetings and process is
not moving at the speed he would like to see.

EIGHTEENTH ORDER OF BUSINESS Supervisors Requests and Comments

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

Mr. Lusty advised of a couple responses to the newsletter; he asked if there were
any additional changes. Each Board member reviewed minor changes to the newsletter.

Mr. Lusty asked the Board if they would like to discuss whether a professional
management company is needed for the River Club. He advised that management costs
could be cut, possibly in half, and would require more oversight by the Board. Ms. Payton
inquired as to who would be the direct supervisor of the River Club Manager. Mr. Lusty
confirmed the Board would be the direct supervisor of the River Club Manager. Ms.
Payton further inquired as to having a revolving Supervisor in the Board. Mr. Lusty advised that it is no different than having a job with a City entity. Ms. Payton advised that she is disappointed in the support provided by ICON. Ms. Blandon advised that Rizzetta could do the bookkeeping of the River Club subject to a separate agreement between Rizzetta and the CDD. Mr. Cohen advised that there may be some non-compete issues related to ICON employees. Ms. Payton advised that she did not sign a non-compete. Ms. Blandon advised that there may be a clause in the CDD agreement with ICON and so the contract would need to be reviewed. Mr. Bracco advised that he would like to have that discussion and he would also like to see what services are contracted through ICON. The Board asked that ICON representatives be prepared to discuss their services at the October 28th meeting.

Ms. Lentile asked for advice related to the Landscaping Advisory Committee; she advised that Ms. Guardiano is frustrated with some of the Committee members. She advised that the problem is with part time residents on the Committee and it is making it difficult to have a quorum and those who do attend meetings are not necessarily participating. Ms. Lentile advised that Ms. Guardiano and Ms. Gericke may leave the Committee due to their frustrations. She asked what the alternative is. Mr. Cohen advised that a request can be brought to the Board to replace members who are not attending. Ms. Blandon advised that Mr. Cohen is presenting a Sunshine review to the Landscaping Advisory Committee at the meeting being held on October 7th. Mr. Lusty recommended having a participation requirement and then being removed from the Committee. Ms. Blandon recommended amending the Committee Charters to add language regarding participation.

**NINETEENTH ORDER OF BUSINESS  Adjournment**

On a Motion by Mr. McCafferty, seconded by Mr. Lusty, with all in favor, the Board adjourned the meeting at 12:44 p.m., for the Venetian Community Development District.

__________________________  ________________________________
Secretary / Assistant Secretary  Chairman / Vice Chairman
Tab 4
Members Present: Rick McCafferty, Debbie Gericke, Diane Guardiano, Mary Lavery, Jeffrey klein, Denise Payton, Hector Guzman Brightview Rep, Michael Rodriguez

Absent: Joe Spallina

Meeting called to order at 11:02 AM by Diane Guardiano Co Chair

February meeting minutes approved without change

Resident Comment: Talked about Front Entrance to Venetian Golf and River Club

Old Business:

1. Discussion of Dead plant removal Hector Guzman reported that removal of dead plants not in contract. Disputed by Debbie Gericke and Rick McCafferty clause in contract paragraph #7 relating to removal of dead branches and need to report to VCDD what needs removal and replacement. Hector stated that he is new to the position and will review contract.
2. Discussion of Moss removal to be done as soon as possible up to 15 ft as per contract
3. Discussion of trimming of shrubs at entrance way to Venetian and all monuments. The need to do a better job of defining Monuments.
4. Discussion of need to define Lennar property (Welcome Center) from CDD property to properly clean up areas
5. Schedule required of what Brightview doing monthly vs weekly with pruning shrubs and trees.
6. Discussion of Flower rotation $33,000 in budget used to date $11,000. Geraniums in certain areas not doing well. Looking for more color variation maybe even perennials
7. Proposal from Brightview to completely remove dead shrubs and hedges
8. Proposal from Brightview redo Center Island at Entranceway along Veneto to give it a cleaner more spacious look. As well to open up view of Fountain at entranceway.
9. The need to something immediately so residents will see improvements on our community landscaping.

New Business:
Will do walking tour at next meeting Tuesday March 19 2019 8AM-9:30 AM to define immediate issues which need to be addressed.

Motion to adjourn at 12:49 by Diane Guardiano seconded by Debbie Gericke

Respectfully submitted by Jeffrey Klein
Committee members present: Rick McCafferty, Deborah Gericke, Diane Guardino, Mary Lavery, Jeff Klein, Keith Livermore Field Manager. Missing Joe Spallini, Hector Guzman Brightview

Call to order: 11:06 quorum was present

Public Comments: Venetian Resident Lee Pirrotti: spoke about brown palm fronds entrance way Veneto and Pesaro. As well brought up issue with geraniums around monuments. Wanted the committee aware that Front entrance is a major concern.

Additions and Deletions to the agenda: Discussion concerning front entrance: Too many trees especially Magnolias may have issues removing due to need for permits and Sarasota county ordinances. Discussed border for entrance way Island.

Debbie Gericke brought up the issue of Oleander trimming not completed. Hector had promised to correct issues with Brightview performance and not followed up. Discussion ensued.

Approval of Minutes: Motion to approve Diane Guardino seconded by Debbie Gericke to approve the minutes of the April 1, 2019 meeting. Motion passed all in favor.

Old Business:

1. Flowers for Monuments: Approved to remove Juniper and replace Geraniums Hector not available for comment. Project has not been performed as yet.

2. Dead Plant Removal: again not being performed.

3. Brightview Landscape Clean-up: Discussion as to what to do with Brightview. Recommend to VCDD board to talk with Brightview manager as to Brightview performance and Hectors performance.

New Business:

1. Landscaping Report given to the CDD: Diane Guardino to draw up letter to the CDD outlining what Brightview has not been doing and possible solutions the CDD needs to undertake. At this point nothing being done and Brightview work performance is unsatisfactory. There are many unresolved issues.
2. Discussion of Monuments: Painting of said monuments in bidding phase. Discussion concerning lighting for front Monument and others. Keith Livermore to look into the lighting.

3. Brightview pricing and maintenance: Discussion concerning holding back payments to Brightview for poor performance. Brightview will need more crews to catch up with work that is not being performed. VCDD board may want to start looking into new Landscaping company.

Field Managers Report: Keith Livermore new field manager will talk with Brightview management concerning Hector Guzman and lack of performance. Sidewalk cleaning will begin shortly.

Liaison Report: Rick McCafferty, Talked about Welcome Center sign in Parkway. There are 3 signs giving location of Golf and River Clubs along entrance way one will be eliminated. Bulletin board sign to be eliminated as well as Welcome home sign. Looking into getting rid of Electric speed sign before gate. Radar enforced will be added to 25 MPH speed sign. Painting of older poles and mailboxes being discussed. Lamppost lighting poles leaning that is FPL concern.

Next meeting to be held Monday June 3, 2019 at 11:00 AM River Club.

Adjournment: Meeting adjourned 12:09

Respectfully submitted,

Jeff klein
1. Call to order/ Roll Call: Meeting called to order by Diane Guardino at 11:00 Am
   In attendance Diane Guardino, Debbie Gericke, Rick McCafferty, Keith Livermore, Mauro Herrera (Brightview Landscaping), Matt Braun (Brightview director of operations). Unable to attend Joe Spallini, Mary Lavery.
2. Public Comments- None
3. Approval of minutes- approved
4. Old Business
   a. Flowers for Monuments installed- Flowers not doing well about 60% are living. Brightview will take care of the problem and replace with new flowers. Checking the drip lines. Discussion concerning how many and around which monuments we need more or less flowers.
   b. Dead plant removal- Brightview Mauro Herrera who has taken over for Hector will be taking care of the dead plant issue and working on improving the visual aspects of our landscaping. He is full time Venetian with proper crews to accomplish the task. Matt Braun had said that Mauro will have the manpower necessary to correct Field Inspection Report of issues not being corrected.
   c. Brightview Landscaping- Mauro Herrera has replaced Hector and will be devoting his time full time to the Venetian to correct issues and maintain the property with an eye towards esthetics. We have many issues with dead plants, untrimmed trees and Palm fronds etc. Matt Braun sees the issues and will be working with Keith Livermore to make recommendations and correct problems. However, Matt will be replaced shortly.
5. New Business:
   a. Letter sent to CDD concerning our last meeting and issues with Brightview as well as contract not being fulfilled.
   b. Discussion of Lighting Front Monument: Landscaping at entrance is an issue seems to be thrown together with very little forethought. Need to upgrade lighting at entrance. Keith Livermore is working on that and lighting for other monuments getting 3 Bids. Talked about using actual homeowner electric. Could be a problem. Maybe solution is solar?
   c. Discussion of overplanted trees: Too many Magnolias at center Island would like to get rid of them. However, need permission from Sarasota County as these are Hardwoods as well as bids for removal and CDD approval. Discussion concerning Oak tree lifting. Matt Braun brought up issues with
current contract concerning cutting back to collar or not and how far to lift tree ie height. Committee feels that the development is overgrown needs to be trimmed back.

6. Field Managers Report: Keith to check on the Field managers report being done monthly at what cost. Sidewalk cleaning project moving along Immaculate exteriors has contract. Keith will keep in close contact with Mauro concerning landscaping issues. Getting bids on lighting monuments. Also looking at flag out front and what is at base of flag pole.

7. Liaison report: Rick McCafferty redundant signs have been removed showing directions to River Club and Golf course. Electric speed sign at entrance to be moved to Padova. Welcome center sign has been removed however monument will stay for the time being. Discussion concerning Field Inspection Report and how often and at what price. Rick to check on price and we need the report every other month for now as opposed to each month. We will get a bid to remove all Juniper Brightview to do it in stages due to cost. Bid will be given to CDD board. Magnolia leaves are not being removed from flower beds Brightview to correct this. All monuments are to be painted Gold color trim. Pots on top as well.

8. Committee will be giving Mauro Herrera some discretion as to what has to be done and when since here will be here full time. He will look into removing blue star at roundabout and replacing with Sod.

9. Next meeting to be held Monday July 1, 2019 11:00 Am at River Club

10. Meeting adjourned 12:25

Respectfully submitted:

Jeff klein
1. Call to order/Roll Call: Meeting called to order by Diane Guardino at 11:00 AM. In attendance: Diane Guardino, Debbie Gericke, Rick McCafferty, Keith Livermore, Mauro Herrera (Brightview), Hector Maldonado (Brightview Enhancement Manager), Mary Lavery, Joe Spallini, and Jeff Klein

2. Public Comments: Truman Houard (ACC) discussed Florida Friendly and communication between Landscape Advisory Committee and ACC and POA.
   Jill Pozarek: brought to the committee attention the front entranceway to the Venetian and the need to enhance this area.

3. Additions or Deletions: Diane Guardino admonished the Committee concerning regular attendance at meetings. Expressed that it is imperative that committee members attend all meetings. Solution was a phone in if unable to make meeting in person due to scheduling conflicts.

4. Approval of minutes from June meeting: Approved

5. Old Business: Flowers at Monuments and Islands look terrible many have died. In fact died within first week of installation. Mauro Herrera to speak with Matt Braun concerning no cost replacement. Issues were with soil not being prepped and irrigation systems not working. Both items were Brightview oversight.

6. New Business: Report to CDD: Diane presented proposal for removal of dead shrubs and Juniper cost was approx $15,000 board did not approve due to need to know what was to replace plants being removed. Diane met with Brightview and MRT concerning long term plan for Venetian specifically the Front Entrance and Boulevard. We discussed reshaping Magnolias as opposed to removal. Hector thought it could be done. Hector provided rendering of proposal for Entrance and Boulevard without Magnolias will rework with trimmed Magnolias to present to CDD board. We discussed shaping Chinese Fan Palms in front entranceway as opposed to complete removal. MRT did not have their proposal however Diane was impressed with their knowledge. MRT made some recommendations.
Next CDD meeting to be 19th of August which is budget meeting at which time Hectors proposal will be presented with and without Magnolias. Approx budget for year is $60,000

7. Keith Livermore Report: Front lighting will be addressed on 7th seems line had been cut. Irrigation issues to be addressed at monuments. Gas line stacks to be cut down.
8. Rick McCafferty Report: Hanging moss issues up to 15 ft still not addressed. Front entranceway to be paved shortly suggested we wait on that until Boulevard work is done. Street signs to be painted in Oct. Mailboxes will be painted as well. Discussed his position as Liaison to CDD board and our committee.

9. Next Meeting: WEDNESDAY SEPT 11 AT 9AM AT RIVER CLUB

10. Motion to adjourn: 12:44 PM.

Respectfully submitted  Jeff Klein
Attending members: Debbie Gericke, Diane Guardino, Joe Spallini, Jeff Klein, Rick McCafferty and Keith Livermore

Absent: Mary Lavery

Call to order: 9: AM

3. Public Comments: Barbara Bracco asked that we hold public comments until end of meeting. Approved

4. Additions and Deletions: Brightview contract has been terminated new Landscaper to be LMP Inc will take over Nov1 Bill Gipp is the Rep. We have a budget of $60,000 to utilize on Boulevard Landscaping.

5. Approval of prior minutes: Approved

6. Old Business:
   
   A: Replacement of flowers for Monuments: Motion old flowers need to go. Discussion on topic. Voted to remove old flower 3 yes 1 nay motion passed. We will have LMP at next meeting to discuss replacement flowers.

   B: Lighting for monuments: Keith not given information as to type of lighting. He will look into any existing solar that we have as use that.

   C: Gas indicators relocated and shortened: Debbie Gericke will handle this.

7. New Business:

   A: Presentations by MRT as well as BrightView on changes to Boulevard: MRT: Removal of old plants, Trimming and removal of fan palms $16,500 Redo Boulevard $68,000 total $84,500. Will be $11,500 less without mulch and just trimming Fan Palms ( $4000). Discussion in sued concerning sod stripping along beds and Florida Friendly issues.

   Brightview presentation was $14,000 removal, trimming and clean-up $47,000 for new plantings as well as mulch and sod. Mulch cost is $5,000

Both proposals will be presented at next CDD meeting Sept 23, at 9:30
Committee was in agreement to have LMP the new landscaper present a proposal at next CDD meeting. Keith to follow up with LMP.

Committee less Jeff Klein was in agreement by 2 to 1 vote to accept Brightview proposal. John Tobar will give his suggestion to CDD board as well. Keith Livermore to follow up with John.

Presentations to CDD board to be held to 15 minutes.

8. Field Managers Report: Keith Livermore to follow up on lighting at base of fountain at front entrance.

9. Liaison Report: Rick McCafferty suggested we have Andy Cohen at our next meeting to review Sunshine Laws so that we are in compliance. Keith to confirm with Andy.

10. Next meeting: October 7th at 11:00 Am at River Club.

11. Adjournment: Meeting adjourned seconded by Joe Spallini at 11:45

Respectfully Submitted by Jeff Klein with help from Debbie Gericke