VENETIAN
COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS’ MEETING
MARCH 9, 2015
VENETIAN COMMUNITY
DEVELOPMENT DISTRICT AGENDA
March 9, 2015 at 9:30 a.m.

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

District Board of Supervisors
Jerry Jasper Chair
Jim Shea Vice Chair
Mike Craychee Assistant Secretary
Barry Snyder Assistant Secretary
Harry Orenstein Assistant Secretary

District Manager
Molly Maggiano Rizzetta & Company, Inc.

District Counsel
Andrew Cohen Persson & Cohen, P.A.

District Engineer
Rick Schappacher Schappacher Engineering, LLC

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

The District Agenda is comprised of five different sections:

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

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

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

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.
March 4, 2015

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, March 9, 2015 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. BUSINESS ITEMS
   A. Discussion Regarding River Club Rules.............................. Tab 1
   B. Operation and Status Update Regarding Geo Thermal Pool Heating System
   C. Review of Proposals for River Club Management ................. Tab 2
      1. Kemper Sports
      2. Troon Golf
      3. Vision Golf & Association Management
4. BUSINESS ADMINISTRATION
   A. Consideration of the Minutes of the Board of Supervisors’ Meeting held on February 9, 2015................................. Tab 3
   B. Consideration of the Minutes of the Pool & Fitness Committee Meeting held on January 19, 2015............................... Tab 4
5. STAFF REPORTS
   A. District Counsel
   B. District Engineer
   C. River Club
   D. Field Manager
   E. District Manager
6. SUPERVISOR REQUESTS AND COMMENTS
7. 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,

Molly A. Maggiano

Molly A. Maggiano
District Manager

cc: Andrew Cohen, Persson & Cohen, P.A.
Tab 1
The River Club at the Venetian Golf and River Club

RULES AND REGULATIONS

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

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

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

Definitions:

1. "River Club" means the River Club Property together with the River Club Facilities and the services provided.

2. "River Club Owner" means the owner of the River Club Property, currently the Venetian Community Development District, which was established in 2002 pursuant to Florida Statute Chapter 190 and is governed by a five-member Board of Supervisors elected by registered voters within the District.

3. "River Club Property" means the real property designated in a parcel of land lying and being in Section 26, Township 38 South, Range 19 East, Sarasota County, Florida upon which the River Club Facilities shall exist. Unless specifically provided otherwise or the context requires the meaning of River Club Property to mean only the unimproved land, the River Club Property shall be deemed to include all River Club Facilities constructed thereon which constitute the River Club.

Approved November 19, 2012
4. "River Club Facilities" means the facilities, improvements, and personal property comprising the River Club. The River Club Facilities consist of certain recreational amenities plus related facilities such as parking and operational support, together with such other buildings, amenities, facilities, furnishings, fixtures, equipment and personal property as the River Club Owner determines in its sole discretion to include for use by River Club users from time to time. The River Club Facilities are subject to change at any time.

5. "River Club Manager" means the entity that the River Club Owner appoints and employs as its exclusive agent to direct, supervise, and control the operations and maintenance of the River Club Property and Facilities.

6. "Resident Member" means (a) the homeowner of a residential property at the Venetian Golf and River Club, (b) the spouse of the homeowner, and (c) all unmarried children 22 years of age or younger of either the homeowner or the homeowner’s spouse. If a homeowner is unmarried, the homeowner may designate one other person who is living with such homeowner in the home in addition to children of the homeowner as an additional adult Resident Member. Children of such additional adult Resident Member shall also be deemed Resident Members. No unmarried child or other person shall qualify as a Resident Member unless such person is living with the homeowner within the home. Notwithstanding the foregoing, in no event shall a home have more than six (6) Resident Members, but only four (4) Resident Members shall be permitted pursuant to payment of the River Club Assessments (meaning that additional fees would be required to be paid for the additional two (2) Resident Members.

7. "Non-Resident Members" means those homeowners who do not own property within the Venetian Golf and River Club and are not Household or Day Guests or Renters / Lessees, but wish to use the River Club facilities and related amenities for a fee. Non-Resident Members will include (a) the homeowner, (b) the spouse of the homeowner, and (c) all unmarried children twenty-two (22) years of age or younger of either the homeowner or the homeowner’s spouse. If a homeowner is unmarried, the homeowner may designate one other person who is living with such homeowner in the home in addition to children of the homeowner as an additional adult Non-Resident Member. Children of such additional adult Non-Resident Member shall also be deemed Non-Resident Members. No unmarried child or other person shall qualify as a Non-Resident Member unless such person is living with the homeowner within the home. Notwithstanding the foregoing, in no event shall a home have more than six (6) Non-Resident Members, but only four (4) Non-Resident Members shall be permitted pursuant to payment of the Non-Resident Membership Fee (meaning
that additional fees would be required to be paid for the additional two (2) Non-Resident Members.

General Rules:

1. The River Club Owner will establish and have published hours of operation of the River Club Facilities, including those times when the River Club Facilities are closed for scheduled maintenance and repairs. The River Club Manager will maintain a “Calendar of Events” that will show the hours of operations, scheduled activities of the various amenities, and closings for special events. Resident and Non-Resident Members may be granted access to the River Club Facilities for use of certain amenities outside of normal hours of operation upon request to the River Club Manager.

2. Smoking is not permitted at the River Club except in designated smoking areas.

3. Pets of any kind, with the exception of service animals, are not permitted in the River Club Facilities. Where dogs are permitted on the River Club Property, they must be kept on a leash at all times. (Nature walk is not part of River Club Property)

4. Unauthorized individuals are not allowed in any service areas within the River Club Facilities or the River Club Property.

5. Except as permitted by the River Club Owner, no commercial advertisements shall be posted or circulated on the River Club Property, or in the River Club Facilities, nor shall solicitations of any kind be made at the River Club. Further, no petition shall be originated, solicited, circulated, or posted on the River Club Property or River Club Facilities, without the specific approval of the River Club Owner.

6. All River Club Manager personnel are under the supervision of the River Club Manager and no person using the River Club Facilities shall reprimand or attempt to discipline any such personnel for any reason, nor should any person using the River Club Facilities verbally or otherwise abuse any such personnel. Any River Club Manager personnel not rendering prompt and courteous service should be reported to the River Club Manager immediately.

7. River Club Manager personnel are not permitted to provide services, other than those normally provided as part of their official duties, to any River Club Members, Renters / Lessees, Guests, or others permitted to use the River Club while on River Club Property.
8. All complaints or suggestions for improvement concerning the operations and maintenance of the River Club that are not addressed in a satisfactory manner or in a reasonable timeframe by the River Club Manager, or other feedback on River Club matters are to be directed to the River Club Owner. Such complaints or suggestions must be made in writing and signed by the person making it. All complaints and suggestions will be answered in writing by the River Club Owner.

9. The River Club Manager shall have full authority to enforce these Rules and Regulations, including taking disciplinary actions against violators in accordance with the River Club Declaration for the Venetian Golf and River Club (River Club Declarations), subject to appeal to the River Club Owner.

Member Identification and Member Accounts:

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

2. All food, beverage, merchandise, and services of the River Club charged to a River Club account shall be billed monthly and each account shall be due and payable on the 25th of each month. River Club accounts shall be considered delinquent if not paid within thirty (30) days after the date of the monthly statement.

3. Delinquent accounts will be subject to a one-time late fee and shall accrue interest monthly at the lesser of eighteen percent (18%) per year or the maximum rate permitted by applicable usury law, from the date of the statement until paid in full. The River Club Owner shall also be entitled to perfect such unpaid balances and foreclose the lien therefore for Resident Members as described in the River Club Declarations.

4. In the event a Member’s account remains unpaid for a period of sixty (60) days after the date of the monthly statement or the Member is repeatedly delinquent in payment, the River Club Owner may limit the charge amount of a Member, or suspend the Member’s charge and / or user privileges in total.
5. For delinquent accounts, the River Club Owner may, at its option, take whatever action it deems necessary to effect collection. If the River Club Owner commences any legal action to collect any amount owed by a Member, or to enforce any other liability of the Member to the River Club, and if judgment is obtained by the River Club Owner, the Member shall also be liable for all costs and expenses of the legal action and reasonable attorneys' fees, including fees required in connection with appellate and/or bankruptcy proceedings.

6. The River Club Owner may for any or no reason require any and all Members to post a security deposit, in the amount determined by the River Club Owner, to cover Members' River Club Charges.

7. The River Club Manager may require Members to present their Member identification card at the point of sale for all transactions. Members are entitled to sale receipts at the point of sale; however, copies thereof will not be included in the monthly Member account statement.

8. The River Club Manager must be notified in writing immediately of lost or stolen Member identification card, and upon receipt of such notification, the Member's account will be suspended. The Member shall be responsible for all charges placed on the account until written notification of user identification loss has been received by the River Club Manager. A replacement fee may be charged for lost or stolen Member identification cards or Member user identification badges.

9. Each River Club Member shall be responsible for providing the River Club Manager with their mailing address, and any changes thereto, to which the Member wishes all notices, invoices, and monthly statement sent. A Member shall be deemed to have received mailing from the River Club ten (10) days after the mailing has been mailed to the address on file with the River Club Manager.

Rental (Lessee) Privileges:

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

2. Approved Renters will be issued a temporary Member identification card, and corresponding temporary account number, and a user identification badge. Renters will NOT be allowed to charge expenses on this account number; instead, Renters must pay all food, beverage, merchandise, and services expenses incurred at the River Club either in cash or by credit card.

3. Resident Members are required to provide the River Club Manager with a copy of their rental agreement with the Renter prior to the issuance of temporary Member identification card and user identification badge. Should any changes be made to the rental agreement, the River Club Manager must be notified immediately. A Renter’s River Club use privileges will terminate as of the expiration of the rental agreement.

Guests:

1. River Club Members may obtain Guest privileges from time to time at the sole discretion of the River Club Owner. Guests shall either be Household Guests, defined as those family members or others who are temporarily residing in the Member's home, or Day Guests, defined as those persons invited by a Member to use the River Club Facilities on any given day. Members are required to register their Guests in writing with the River Club Manager and obtain a Guest user identification. Guests will not be issued an account number and will have no account charging privileges. Any expenses for food, beverages, merchandise, and services incurred by the Guest will be the responsibility of the Member and may be charged to the Member’s account. A replacement fee may be charged for lost or stolen Guest user identification badges.

2. The River Club Owner will establish from time to time a schedule of Guest fees for the various River Club Amenities. Members are responsible for payment of Guest fees upon registration of the Guests. Members are also responsible for the conduct of any Guest.

3. Guest privileges may be limited by the River Club Owner, from time to time, at the River Club Owner's sole and absolute discretion. Notice of such limitation will be given by the River Club Owner.
4. The Resident Members must register and indicate the length of stay of all Household Guests. Household Guests are permitted to use the River Club Facilities unaccompanied by the Resident Member after they have been issued a Household Guest user identification badge. The maximum length of River Club usage by a Household Guest is twenty-one (21) consecutive days per year, and no more than forty-two (42) days in any twelve (12) month period. Members do not have to give up their Member privileges for the period of time Household Guests are in residence.

5. Day Guests must be registered on the day they will be a Guest at the River Club and will be issued a Day Guest user identification badge. Any individual Day Guests may not use the River Club Facilities more than a cumulative total of two (2) times per month between November 1 – April 30, and four (4) times between May 1 – October 31. Day Guests must be accompanied at all times by the Member while on the River Club Property or in the River Club Facility.

6. All Members may have Dining Guests, defined as those individuals using the River Club bar and dining area, without limitation, without registration or issuance of a user identification badge, and without a Guest fee.

Children:

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

Services and Activities

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

2. Reservations are required for most activities and are taken on a first-come, first-served basis by pre-registering with the River Club Manager. The River Club Owner reserves the right to provide priority reservation access to River Club Members or any other category of user at its sole and absolute discretion.

Approved November 19, 2012
3. Cancellation of reservations after any published deadline for cancellation or failure to cancel a reservation may result in the Member being charged a cancellation fee, as determined by the River Club Owner from time to time. The River Club Owner reserves the right to cancel any event at its sole and absolute discretion.

4. The River Club Owner wishes to encourage the use of the River Club Facilities for private parties and functions, on any day or evening, provided such use does not interfere with the normal operation of the River Club Facilities, or with the services regularly available. Members and other parties wishing to use the River Club for private parties and functions are requested to make inquiries with River Club Manager for available dates and arrangements.

5. Private parties and functions are not permitted on the River Club Facilities unless prior approval is obtained from River Club Manager. A non-refundable security deposit may be required for any party or function. The individual sponsoring the private party shall be responsible for any damage caused by the installation or removal of décor or any other items specifically part of the party or function and shall be responsible for the removal for all such décor or item.

Loss or Destruction of Property or Instances of Personal Injury

1. All users (Members, Renters, Guests, and others), as a condition of use of the River Club Facilities assumes sole responsibility for their personal property. The River Club Owner shall not be responsible for any loss or damage to any personal property used at the River Club Facilities, whether in lockers or elsewhere. All personal property left in the River Club Facilities or on River Club Property may be otherwise disposed of, and the proceeds, if any, shall belong to the River Club Owner.

2. No user shall remove from the room in which it is placed, or from the River Club Facilities, any property or furniture belonging to the River Club Owner without proper authorization.

3. Each user who in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the user, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the River Club Owner, either on or off the River Club Facilities, shall do so at their own risk, and shall release and
hold the River Club Owner and its directors, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by such person, resulting therefrom and/or from any act or omission of any director, officer, employee, representative or agent of the River Club Owner.

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

Dining Rules

1. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the River Club Facilities during hours or at locations prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of Florida or sold for off-premise consumption. All alcoholic beverages consumed or otherwise possessed at the River Club Facilities must be sold by and served pursuant to the liquor license of the River Club.

2. River Club Manager personnel are not permitted to deliver food or liquor outside areas designated by the River Club Owner.

3. All food and beverage consumed on the River Club Facilities shall be furnished by or at the direction of the River Club Owner unless otherwise specified in these Rules and Regulations.

4. No performance by entertainers will be permitted at the River Club Facilities without the permission of the River Club Manager.

5. Appropriate “Club Casual” attire must be worn while using dining facilities. No denim, tee shirts, cut-off shirts, cut-off shorts, workout attire, or swimwear will be permitted in dining rooms, and appropriate shoes and shirts must be worn at all times. Members or Guests who are improperly dressed will be asked to change or leave the dining area. If a user is in doubt concerning their attire, they should check with River Club Manager. The dress code may be altered for specific activities or events, and if altered, the appropriate dress code will be included in the announcement and advertising of the activity or event.
6. A gratuity, as determined, from time to time, by the River Club Owner will be added to all food and beverage sales.

Tennis Rules

1. All tennis courts must be reserved in advance of play. Reservations may be made by contacting the River Club Pro Shop. The names of all players, including Members, Renters, and Guests must be provided when reserving a court time.

2. All players must check in and register at the River Club Pro Shop ten (10) minutes prior to their court time or the court will be released to the first name on the waiting list.

3. At the end of the reserved period, players must promptly relinquish their court to the next reserving players. Once a player is off a court, the player may sign up for the next available court.

4. Playing on a court constitutes having that court reserved (i.e., Smith may not play on Jones’ court at 9:00 am and have a court in his name at 10:30 am).

5. Singles may reserve a court for a maximum of one hour and a half and doubles for two hours (except for certain times designated by the River Club Manager when play may be limited).

6. Proper tennis attire, including appropriate tennis shoes and shirts, must be worn at all times. No open toe shoes, sandals, golf shoes, or swim suits are permitted.

7. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing, profanity or crossing another player's court will not be permitted at any time. No food or beverages other than water or sports drinks are permitted in the tennis areas.

8. Ball machines may be used at the discretion of the River Club Manager. A fee may be charged for use of a ball machine.

9. Use of the tennis courts and facilities shall, at all times, be subject to the control of the River Club Manager who shall determine the suitability of the tennis courts for play. Courts will be closed when necessary for maintenance operations or when dictated by safety considerations or by reason of adverse weather conditions. The

Approved November 19, 2012
River Club Manager may also restrict courts and facilities during peak periods of play and tournaments.

10. The rules of tennis of the U.S.T.A. shall apply at all times, except when in conflict with local rules.

Fitness Area Rules

1. All users must register prior to using the Fitness Center equipment and participating in any fitness activities.

2. Horseplay, profanity, or disruptive conduct are strictly prohibited. No food or beverages other than water or sports drinks are permitted in any exercise areas.

3. After use, all persons are responsible for cleanup of area and wipe-down of equipment.

4. Usage of machines shall be limited to 30 minutes per machine per person if others are waiting.

5. Proper exercise attire, including athletic shoes and shirts, must be worn at all times. No open toe shoes, sandals, golf shoes, or swim suits are permitted.

6. Fitness instructors not approved by management are not permitted to use the fitness facilities as a place of business for fitness-related activities such as personal training.

7. All equipment must be used in a safe manner as intended by the manufacturer.

8. Baby strollers/carriers are not allowed in the fitness area.

Pool Rules

1. Use of the pool facilities is at the swimmer's own risk. There is no lifeguard on duty.

2. Showers are required prior to entering the pool to remove all suntan oils and lotions.
3. Outside food and beverages are only allowed when the Tiki Bar is not open. Glass objects, drinking glasses and sharp/breakable objects are not permitted in the pool area. No outside alcoholic beverages are permitted in the pool area at any time. Food and beverages may not be consumed while in the pools or spa or within four (4) feet of the pool or spa water perimeter.

4. All swimmers must wear proper swimming attire.

5. Children wearing diapers are not permitted in the pool, unless in pool approved diapers.

6. Running, horseplay, diving, or hazardous activity will not be permitted in the pool area, nor will loud or disruptive behavior be tolerated.

7. Large inter-tubes and air mattresses are prohibited in the pool area.

8. Saving of chairs for persons absent from the pool area is not permitted.

9. Use of the lap pool is limited to thirty (30) minutes while others are waiting. Lap swimmers have priority over other users of the lap pool.

10. Club-issued towels are not allowed in the pool area.

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

1. In general, River Club Manager personnel, defined to include River Club staff and independent contractors hired by the River Club Manager, may access and use the River Club Facilities but only in furtherance of their official duties, provided that such access and use shall not unreasonably interfere with the use and enjoyment of the River Club by River Club Members or their Guests. River Club Manager personnel shall not access or use River Club Facilities for their personal use. River Club Manager personnel shall not allow usage of the River Club by their family members nor will such personnel be permitted to bring guests to the River Club.

2. River Club Manager staff, while on duty, may be provided with gratuitous food and non-alcoholic beverages and will consume such food and beverage in areas designated by the River Club Manager. River Club Manager personnel cannot make personal dining reservations or use the River Club dining facilities for their personal use.

Approved November 19, 2012
3. River Club Manager staff may purchase merchandise sold at the River Club for their personal use at cost plus ten (10) percent. This discount will apply only to merchandise that has been available for sale for thirty (30) days; otherwise, full retail price will be charged for such merchandise. River Club Manager personnel must make their purchases using cash or credit card; no River Club account number will be established for such personnel.
## RIVER CLUB FEE SCHEDULE

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>CURRENT FEE</th>
</tr>
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<tbody>
<tr>
<td>Non-Resident River Club Membership Fee</td>
<td>$3,450 annually</td>
</tr>
<tr>
<td>Additional Resident River Club Membership Fee for more than four (4) Resident Members.</td>
<td>$100 per person annually</td>
</tr>
<tr>
<td>Additional Non-Resident River Club Membership Fee for more than four (4) Non-Resident Members.</td>
<td>$100 per person annually</td>
</tr>
<tr>
<td>Replacement Fee for Lost River Club Membership Cards.</td>
<td>$15 per occurrence</td>
</tr>
<tr>
<td>River Club Renter (Lessee) Designation Fee</td>
<td>$175 per occurrence</td>
</tr>
<tr>
<td>River Club Household Guest Fee</td>
<td>$0</td>
</tr>
<tr>
<td>River Club Day Guest Fee</td>
<td>$0</td>
</tr>
<tr>
<td>River Club Late Reservation Cancellation Fee</td>
<td>Full price of special event if not within 72 hour notice.</td>
</tr>
<tr>
<td>River Club Non-Refundable Security Deposit Fee</td>
<td>Per Contract</td>
</tr>
<tr>
<td>River Club Food and Beverage Gratuity Fee</td>
<td>18% on daily food and beverage 20% on special events</td>
</tr>
<tr>
<td>River Club Tennis Ball Machine Usage Fee</td>
<td>$0</td>
</tr>
<tr>
<td>Credit Card Convenience Fees (Over the Phone and Online)</td>
<td>$7 per occurrence</td>
</tr>
<tr>
<td>Annual Locker Rental</td>
<td>$150.00 annually</td>
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</tbody>
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Tab 2
Amenity Management Services Proposal for Venetian River Club

KemperSports
February 23, 2015

This document contains confidential and proprietary information belonging exclusively to Kemper Sports Management, Inc.
February 23, 2015

James Shea  
Vice Chair  
Venetian Community Development District  
238 Martellago Drive  
North Venice, Florida 34275

RE: Venetian River Club – Amenity Management Services Proposal

Dear Mr. Shea,

On behalf of KemperSports, I am pleased to submit our proposal to provide operations management services for Venetian River Club. Based on our experience managing complex private clubs and multi-faceted lifestyle fitness & hospitality venues, we believe KemperSports is the best solution to enhance the member experience at Venetian River Club while achieving the Community Development District’s financial and operational objectives.

KemperSports is one of the leading hospitality management firms in the United States with 100+ facilities under management, including 9 fitness / recreation / event facilities. We also have significant experience with properties of similar complexity, size and revenues. Our resources embedded in Tampa and Jupiter, Florida and broad corporate expertise allows us to assume management oversight well within your timeframe with minimal disruption to existing operations. Our goal is to seamlessly transition the operations and over-communicate to members and the community to ensure there are no surprises. We will retain existing staff and promptly develop an operations plan consistent with your objectives.

No other management company can match our comprehensive expertise, resources and reputation for delivering uncompromised member hospitality, fun programming and fastidious attention to details.

I appreciate your consideration, welcome your comments and look forward to furthering our conversation in the spirit of a true partnership.

Sincerely,

Douglas J. Heilman  
Senior Vice President
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Executive Summary
KemperSports Overview – Corporate Information

KemperSports is a privately held company founded 35 years ago by James Kemper, Jr. and Steven H. Lesnik.

Today, KemperSports is a multi-faceted company with divisions specializing in management of resorts, private clubs, fitness and wellness facilities, and boutique lodging; Public Relations, Event Management and Construction Management. We manage more than 100 facilities throughout the United States, Puerto Rico and Central America and several clubs in Florida, including La Gorce Country Club in Miami Beach, The Fountains Country Club in Lake Worth and Bay Point Resort in Panama City Beach. Our flagship property, Bandon Dunes Golf Resort, was recently ranked as the #1 Golf Resort in the U.S. by Golf Magazine and Golf Digest in 2012. We also manage Chambers Bay in University Place, Washington; site of the 2010 U.S. Amateur and 2015 U.S. Open.

KemperSports has a division that specializes in the management of private clubs; the KemperCollection. We are very proud of our most recent award, as BoardRoom Magazine recognized KemperSports as the “2012, 2013 and 2014 Club Management Company of the Year.”

KemperLesnik – Public Relations and Sports Marketing

Our sister company, KemperLesnik, provides integrated marketing and public relations services for both large and small clients. KemperLesnik excels at promoting products and services through public relations, building brands through corporate marketing communications, creating exciting experiences for our customers and clients and delivering information through professional copywriting and design. Their success at integrating events, corporate sponsorships and public relations consistently results in maximum visibility for our clients while building valuable relationships with customers.
KemperSports' Company Strengths

- A Midwest-based, family-owned company founded 35 years ago specializing in management of clubs, golf courses, hospitality venues, recreation & fitness facilities, and boutique lodging.
- Portfolio of over 100 properties in 28 states under management including 9 recreation and fitness facilities and 22 private clubs.
- Broad expertise in hospitality, fitness, F&B, catering and rewarding member experiences.
- Our senior-level executives are some of the most respected leaders in the golf and hospitality industry.
- Portfolio-wide resource stewardship and conservation programs.
- Our ability to mobilize quickly ensuring continuity of operations.
- We maintain open communication and foster strong, tight relationships with clients, creating a level of trust and mutual respect.

KemperSports, in addition to our corporate resources, has embedded resources throughout the Southeast which will enable us to provide hands-on service at the Venetian River Club.
KemperSports’ Philosophy

One size does not fit all...

KemperSports is committed to the idea that one size does not fit all. With the best people in the facility management business and industry leading proprietary marketing and management tools, KemperSports delivers a Custom Fit solution for each property we manage. This customized approach allows us to better connect with customers, members and guests and deliver a superior customer experience. The end result is peak property performance. Our Custom Fit approach, implemented in a transparent fashion, has allowed us to outperform the industry year in and year out.

In addition, we embrace a hands-on, client-centric approach to managing our client’s properties. Venetian River Club will be supported by a team of experts including a regional operations executive, regional marketing director, national food & beverage director, national retail director and a corporate controller.

Success at our managed properties is due, in large part, to the company’s strong marketing prowess and our strategy of marketing our client’s properties as “Best in Class”. We understand the most successful clubs appeal to a broad member profile and, regardless of membership fee, must provide a ‘value proposition’ to each and every member.
Summary of Proposed Services

KemperSports has the resources and expertise to provide comprehensive operations management of the Venetian River Club. We take a hands-on approach and will dedicate a senior operating executive who will work hand-in-hand with the General Manager and department heads of the facility, making regular site visits supplemented by telephone conversations and written communication to ensure our agreed upon management plan is executed. As part of our base management fee, KemperSports will assign a team of seasoned professionals to support operations including individuals with expertise in food and beverage management, hospitality, pool operations, tennis & fitness operations, inventory control, accounting, finance, and information technology. Team members monitor activities within their area of expertise and will visit the facility as necessary to ensure the operation is meeting your objectives.

KemperSports has significant resources readily available to help achieve your goals. As a result, the Venetian River Club will have immediate access to several of our key operations executives based in Florida. Furthermore, KemperSports has a very strong reputation and name recognition in the broader regional market. We will commit every resource necessary to ensure the Venetian River Club delivers an exceptional fitness, recreation, and food & beverage experience as well as achieves your financial objectives.

KemperSports offers the following services in a transparent manner making achievement of your goals and objectives our number one priority:

- **Operations** - As operations manager, KemperSports will be responsible for turnkey management including overall facility operations, food & beverage, tennis, fitness and pool operations, building maintenance, payroll processing and benefits administration, insurance, merchandising, financial reporting and accounting oversight, and other services related to the day-to-day operations.

- **Staffing** - KemperSports will be responsible for hiring all staff who will be KemperSports employees. Our philosophy is to “retain and retrain” existing staff to ensure continuity of service and community / member goodwill. When necessary, we try to hire locally to fill vacant positions, drawing on local knowledge and relationships. **Client representatives are afforded the opportunity to interview and approve key staff candidates before they are hired.** Our goal is to build a staff passionate about being part of the operations team to ensure uncompromised member service and attention to detail.

- **Business Planning** - KemperSports will develop and submit for review and approval a business plan and operating budget for the Venetian River Club which includes:
  - Proposed marketing, sales, promotion, and advertising concepts for the facility
  - Forecasted revenues and expenses for all departments
  - A description of the assumptions upon which the operating budget is based

- **Food & Beverage** - KemperSports will handle every aspect of the food & beverage / grill operation as well as catering for events at the facility, including menu planning, staffing, inventory control, food quality and safety, etc. Through enhanced member programming and social events aimed at a broad member profile and outside events, we will improve the facility’s utilization year-round, contributing to a vibrant and engaging environment and improved financial performance.

- **Best Practices** - KemperSports’ policies and best management practices will be implemented at all levels of the operation to ensure peak performance.

- **Inventory Controls** - KemperSports will implement a comprehensive sales and inventory control plan for the retail merchandise and food & beverage operations.
Finance & Accounting Oversight - KemperSports will implement financial controls and provide customized financial reports to Venetian River Club representatives. Our corporate accounting staff supports the on-site controller and works with client auditors during the preparation of the annual audited financial statement.

Merchandising – KemperSports will develop a comprehensive tennis shop merchandising plan targeted toward a broad customer profile. We will implement a buying plan to maximize a variety of selection and appropriate price points with efficient inventory levels.

Capital Improvements - Early in our engagement, KemperSports will develop a preliminary capital improvements plan to help Venetian River Club representatives make informed business decisions. Recommendations will be based on improvements that provide a return on investment and are necessary to compete in the marketplace.

Reporting - KemperSports will provide a monthly profit and loss statement and other financial information as requested in the RFP for review and discussion in the regular monthly meeting. Standard financial reports include:

- Weekly flash reports (revenues)
- Summary monthly financial statements (balance sheet and income statement) - Property Level
- Detailed profit and loss statements - Total Property and Department Level Detail

Supervision & Accountability - A KemperSports Senior Operating Executive will either meet with or teleconference with Community Development District representatives on a monthly basis to discuss facility operations, financial performance, marketing, maintenance, or any other pertinent items regarding the operations.

Executive Sponsor

While a regional operations executive works hand-in-hand with site staff and clients on the day-to-day operations of the facility, our "Executive Sponsor" program allows our clients to communicate one-to-one with an executive in our corporate office. We have found this approach enables client's to have multiple ways to communicate their ideas and thoughts with KemperSports' senior management.
Corporate and Regional Support

KemperSports' corporate resources and regional resources based in Florida allow us to implement a transparent, yet hands-on, client-centric approach to managing Venetian River Club. The Club will be supported by a team of experts in operations, marketing, food & beverage, retail and accounting and finance. KemperSports' regional operations director and on-site general manager will meet regularly with Venetian CDD representatives to review financial performance, marketing initiatives and to tour the entire facility. Our goal is to build a strong foundation and support structure to ensure our on-site team can consistently deliver a high quality recreation, dining, and social experience.

Our size and presence in Florida market allow us to have resources readily available to transition and manage Venetian River Club. The Club will have immediate access to several of our key operations executives and experts in functional support areas. Furthermore, KemperSports has a very strong reputation in the surrounding market, and we will commit every resource necessary to ensure Venetian River Club delivers an exceptional member experience as well as achieves your financial objectives. The below diagram depicts the corporate and regional support KemperSports will dedicate as part of our base management fee to achieve success at Venetian River Club.
Mobilization, Timing and Member Communications

WE ARE FULLY PREPARED TO ASSUME MANAGEMENT OF VENETIAN RIVER CLUB IN AN EXPEDITIOUS MANNER CONSISTENT WITH YOUR GOALS.

Our resources already in Florida allow us to assume management of Venetian River Club in a timeframe that is consistent with your goals. We recognize change in management can be a stressful time for staff and members. A transition team with expertise in all facets of management will visit the Club the day we assume management to initiate the transition process and to meet with CDD and member representatives. We will also meet with staff to introduce KemperSports and to share what to expect during the transition process. Our goal is to address any questions staff may have and to listen to their concerns. We will also begin implementation of our extensive transition action plan at this time.

While a smooth staff transition is extremely important, thoughtful membership and external communications related to the change in on-site management is equally important. In collaboration with CDD representatives, we will develop a member, local community and Sarasota-area communications plan prior to the announcement of a management change at Venetian River Club. Typically, the communication is in the form of a press release, member letter and announcement on the Club’s website. We will also leverage our relationship with publications such as SRQ, Tampa Bay Business Journal and other regional business and lifestyle publications to promote KemperSports’ relationship with Venetian River Club. This plan will contain an announcement from Venetian CDD representatives; an announcement from KemperSports and a FAQ sheet for both members and staff. Also, we will explore whether a member reception should be held or if any additional communication pieces are needed to inform the membership of the change in Club management.

Operations Analysis

Physical Plant

Best Management Practices

Strategic Plan
Transition Plan – The First 30-60-90 Days

Our initial work will focus on creating a business improvement plan that will include recommendations for improving the Club's financial health, member utilization and satisfaction, staff training and service level, departmental budgets, and overall Club operations.

Upon commencement of services, KemperSports will conduct a thorough analysis of Venetian River Club's membership utilization patterns. We will gather member intelligence through surveys, discussions with members and possibly targeted member focus group meetings so we can better understand how to enhance the member experience. We also will review front-of-the-house and back-of-the-house operations to enable our team to prepare a business plan addressing business strategies including targeted marketing, membership participation and growth potential, benchmarking, expense controls, food & beverage, programming, clubhouse management, facilities maintenance, merchandising and inventory control, human resources, staffing, tennis, pool and fitness related issues such as reservation policies, tournaments and promotions, building and equipment maintenance and administrative support such as finance, accounting, and information technology.

We will have regular conversations with Venetian CDD representatives to have open discussions about the Club's operations and opportunities to achieve financial goals.

The following describes tasks we propose to undertake at Venetian River Club early in our engagement:

A. Orientation Meeting

KemperSports representatives will meet with Venetian CDD representatives, department heads and member liaison representatives to introduce project team members, discuss in detail goals, objectives and expectations as well as tour Venetian River Club. It will be important to establish clear lines of communication and open dialogue to ensure a smooth and seamless transition.

B. Member Orientation

KemperSports will host a member open house to inform them about the change in ownership and day-to-day management of the Club. Venetian CDD representatives will be invited to speak to the members and to answer questions related to the change in ownership. KemperSports representatives will share what members can expect during the transition and answer questions related to membership and Club operations. The goal of the open house is to set members at ease and to address any rumors regarding the change in management.

C. Financial and Sales Analysis

KemperSports will review profit & loss summaries and membership sales reports for Venetian River Club. As part of this review, the KemperSports’ accounting team will input the operating results into a comparison report to compare to benchmarks for similar KemperSports’ properties as well as compare to industry “norms” in order to evaluate like property revenues, cost of goods, expenses & payroll. We will also review the general ledger to compare supplier costs and departmental expense management. We will utilize our financial analysis to make recommendations to Venetian CDD representatives regarding financial management, revenue production and improved profitability.

D. Business Operations Analysis

KemperSports will conduct a thorough analysis of the existing operations and prepare a business plan that addresses business issues that may impact operations of the Club including membership growth and retention, accounting, staffing, driving revenues, expense management, marketing, operations, operations protocol, fees, operating budgets, competition, etc.
E. Physical Plant Analysis and Potential Improvement Areas

The project team will also inspect the physical plant of the clubhouse and ancillary operations to determine immediate capital expenditure needs. We will develop an initial list of capital improvements based on our objective observations, business improvement opportunities, ROI and discussions with CDD representatives.

F. Specific Recommendations

This 30-60-90 Day Action Plan will enable KemperSports to develop recommendations to improve the overall member experience, operations and profitability of Venetian River Club.
Why KemperSports?

We believe KemperSports is the company best qualified for this engagement for the following reasons:

⊙ We are a family-owned company... our culture, our people and our passion for what we do every day makes us the right partner for this engagement. We understand the local and regional markets, your goals and how to enhance the Venetian River Club member experience better than any other management company.

⊙ We embrace your goals and objectives for Venetian River Club and will commit the necessary resources to exceed your expectations – our reputation in this market depends on us being successful.

⊙ We have over 35 years of experience managing high-quality food & beverage and recreation facilities, and a track record of client satisfaction and contract renewals.

⊙ Each employee is trained in KemperSports proprietary TRUE SERVICE™ customer service and retention program and our Safety National safety program to ensure a friendly, safe environment for customers and staff.

⊙ KemperSports’ name is well recognized in the Southeast and we have significant corporate resources readily available to manage Venetian River Club.

⊙ Cost efficiencies – savings from “National Accounts” passed on to Venetian River Club.

Lastly, it is our people, their expertise and our dedication to success that separates us from other companies you may consider to manage Venetian River Club.
Key Business Terms

Outlined below is our proposed fee structure for management of the Venetian River Club. In the spirit of a true partnership, we will remain flexible to your thoughts on creating a mutually beneficial relationship.

**Base Fee:** $10,000 per month, plus annual 3% increase.

**Incentive:** Each year during the term of the Agreement, KemperSports will be able to earn a total incentive equal to 15% of positive NOI exceeding the base year based on the following formula:

- NOI must be positive and exceed the base year (2014 NOI)
- 10% (of the 15%) of any positive NOI
- +2.5% (of the 15%) if the average response to the following question regarding overall member satisfaction is a 7 or above on a 10 point scale on the most recent KemperSports member survey. On a scale of 1-10 (with 10 being very satisfied) how satisfied are you with the Venetian River Club?
- +2.5% (of the 15%) if gross revenues for the prior 12 months are 5% greater than the gross revenues of the preceding twelve (12) month comparison period.

(Please note, for the purposes of this calculation, KemperSports’ base fee will be included as an operating expense above the NOI line. For example, KemperSports will not be incented on the first $120,000 of positive NOI).

**National Accounts:** Venetian River Club will receive 100% of all at time of purchase discounts and year-end rebates achieved through the use of KemperSports national account relationships. The size of our portfolio allows us to negotiate significant discounts for the benefit of our clients.

**Term:** Five years with a minimum three year term commitment.

**Operating Expenses:** Venetian River Club will be responsible for all expenses related to the day-to-day operations of the Club, including but not limited to payroll, utilities, capital improvements, equipment and leases, District and office expenses, property level software and information technology costs related to the management of the Club Facilities, property level accounting, ADP payroll charges, information technology, legal and marketing services other than those provided by KemperSports or mutually agreed upon.

**Reimbursable Expenses:** Throughout the term of the agreement, KemperSports will be reimbursed at cost for all out-of-pocket expenses such as travel, courier, copies, costs of recruitment, etc. and Great Plains Accounting software license and annual maintenance fees.

**Form of Agreement:** In the event that KemperSports is the chosen bidder, we will enter into a commercially reasonable and mutually agreeable Agreement for provision of our management services consistent with KemperSports standard form agreement.
Management Approach

The Club at Corazon
Dublin, OH
**TRUE SERVICE™ – The Member Service Experience**

KemperSports is the recognized leader in providing great member service as a result of our progressive approach to ensuring every member feels appreciated each time they interact with a staff member. Taking cues from the hospitality industry, KemperSports has its own **TRUE SERVICE™** philosophy for staff education and training. We specifically adapt our proprietary training program to meet the culture and management style of each club. **TRUE SERVICE™** means consistently going the extra mile to assure member satisfaction.

Our program is designed to improve and enhance each staffer’s communication skills with members, guests and other staff members. The program is administered by our operations group and involves on-going education. The **TRUE SERVICE™** strategy is a commitment to achieving personal relationships with members and guests in order to take the Venetian River Club to the highest level of operating professionalism and financial success as permitted by the budget.

The primary purpose of the program is to create an atmosphere in which each staff member is encouraged to do something above and beyond normal customer service for the members, guests and co-workers.

All staff are viewed as “ambassadors” of the Club looking for ways to “do the unexpected at the most opportune times” to ensure every member and guest has a memorable experience.
**TrueReview™ Member Surveys – We listen to the Member!**

Across KemperSports-managed private clubs, the member drives everything we do. This laser focus on meeting members' needs is among the most fundamental of KemperSports business philosophies and is the foundation of success in the properties we manage. To stay in touch with the member, KemperSports has developed a proprietary suite of member insight tools. In addition to formal and informal surveys, focus groups, table top and other surveys, etc., KemperSports will conduct an annual member survey specifically tailored to the Venetian River Club. The results will be tabulated and shared with Club representatives. In addition, the survey results will be instrumental in identifying areas for improvement and where additional staff training may be needed.
Environmental and Resource Stewardship

Throughout its 35 year history KemperSports has consistently operated its properties in an environmentally sound manner. Our national Green to a Tee™ program seeks to improve on our record of environmental sensitivity as a leader in the industry. Our goal is to manage each of our facilities in as environmentally sound a manner as possible, paying particular attention to maintenance practices, water conservation, energy use, recycling and other environmental friendly practices. In support of this initiative, we have adopted an environmental certification program to assure that all facilities are doing their part.

The program establishes four distinct levels of KemperSports Green certification. Certification at the highest level earns the facility the Grand Slam of Green award to be presented each year to leading facilities.

The following are points of emphasis of the program:

- Targeted Environmental programs
- Implement Water Conservation measures
- Recycle paper, cardboard, plastic and aluminum
- Conserve Electricity
- Conserve Fuel
- Best Management Practices
- Habitat Management
- Environmental Stewardship

Green to a Tee™
KemperSports' Sales and Marketing Approach

**Master the Market**
We start with an in-depth study of the market; covering market dynamics, target customer profiles, key competitor analysis, past customer attributes / attitudes and a SWOT analysis of the facility’s offering.

**Build Powerful Marketing Plan**
Using this information as a foundation, we build a comprehensive annual marketing plan for the property covering a complete business review and recommended strategies and tactics for revenue generation.

**Strengthen the Brand**
KemperSports was born a marketing company and we understand how critical a crystallized brand proposition is to the ultimate success of the property. We will help define the brand’s key strengths and unique positioning in the marketplace and help to best communicate that brand to target customers.

**Maximize the Sales Effort**
We will optimize the structure of the sales team and sales materials, help build comprehensive target customer lists and leverage Customer Relationship Management (CRM) tools and other sales best practices to drive fitness memberships, events, and facility utilization.

**Leverage Digital Marketing**
The world has gone digital and KemperSports is well-versed in these critical marketing channels. We will help optimize the website (including for search engine rankings), e-mail campaigns, social media efforts as well as its presence on review sites, key directories and partner websites.

**Drive Customer Loyalty**
KemperSports will help Venetian River Club maximize the repeat and referral business it gets from customers including the development of high-impact referral programs. Rebooking customer events is central to long term success.

**Apply Revenue Management**
Maximizing the utilization of facilities and associated revenues is central to success across all KemperSports properties. We will review the pricing and rate structure and apply our revenue management best practices to Venetian River Club.

**Secure Strategic Partnerships**
We will seek to form partnerships with local businesses that will complement the fitness and food & beverage offerings at the facility. We will also leverage our corporate relationships with regional and national publications for preferred advertising costs.

**Measure and Optimize**
True impact and improvement doesn’t take place without a continual analysis and review of the marketing and sales programs that are put into place. KemperSports properties strive to conduct a Return-On-Investment (ROI) analysis for each program they undertake, constantly evaluating and improving the outcomes of their efforts.
Food & Beverage Operations

KemperSports views the food & beverage operation at Venetian River Club as a stand-alone profit center and understands that a successful food and beverage operation is critical to the overall success of the Club. We believe there is opportunity to grow, without compromising the member experience, the food & beverage business taking full advantage of the indoor and outdoor dining spaces at Venetian River Club. KemperSports focuses on each department as a business within a business and we will work hard to make sure the food & beverage department as a whole is managed to achieve maximum profitability.

In addition to menu planning and social programming, staff selection and training will be imperative to the success of the food & beverage operation. Particular emphasis will be placed on KemperSports core belief of hiring genuine, friendly staff members. It is these personal relationships and consistencies that will inevitably cultivate the foundation of the "Home Away From Home" culture and environment that KemperSports has successfully created at other similar clubs.

As part of our due diligence, we will identify the competition and "shop them" to understand their strengths and weaknesses and to determine why they are successful. This approach allows us to fashion a food and beverage and catering offering that is unique to Venetian River Club. KemperSports' experts in food & beverage will work with site staff to develop menus for the existing grill, dining and catering operations as well as other event function menus.

We believe the following strategies will contribute to growing the food & beverage business and enhancing member satisfaction at Venetian River Club:

👩‍🍳 Operations and Training

➢ We will review and assess menus and consider variables such as member preferences, operational capabilities and buying trends to make needed changes to ensure we provide value and reasonable variety of selection.
➢ The entire staff will be trained to ensure that food and service quality is consistent to attain "Best In Class" standards.
➢ Staff will be trained to promote verbally and with collateral all menu options and any upcoming food & beverage events.
➢ The staffing matrix will be reviewed for efficiency and we will adjust it as necessary to provide a quality experience to all members.

👩‍🍳 Inventory and Purchasing

➢ KemperSports will maximize the use of our corporate purchasing power to improve food costs, increase profit margins and provide savings in operating supplies and third party services.
➢ Implement corporate controls and par levels to reduce spoilage, make efficient use of inventory and promote cross utilization of items on hand.
➢ A buying plan will be developed to ensure that appropriate inventory levels are maintained to provide an enhanced menu.
Pricing Philosophy

It is our belief that pricing for food and beverage services for both A La Carte Dining and Banquet-Catered Events should be consistent with the competitive set in the market yet at the same time offer a value for the residents and guests.

Below are metrics we typically use to cost out menus to help determine pricing for F&B services:

- Cost of Goods (COGS) should be in the range of 32-35%
- Labor as a percentage of revenue should be in the range of 40-45%
- Operating expenses should not exceed 10%
- Operating margin 10-18%

Please keep in mind that some menu items produce a larger margin than others but overall, margins for the department would fall in the range of 13-20%.

Social Events Calendar

We will create special events to promote an active social calendar at Venetian River Club for ALL members and their guests. These events will create a dynamic social atmosphere at the Club and will center on the food & beverage operation, fitness, tennis and pool events. Additionally, these social events will introduce new members to the Club as part of our member ambassador program.

We would also explore ways to promote a renewed sense of passion and camaraderie amongst members through fitness social events.

Increase frequency

Website – The food & beverage section of the website will be enhanced not only to showcase offerings but also to display sample grill and catering menus for lunch, dinner, weddings, outings and events. This section will also feature news on upcoming events and requests for information from website visitors. The goal will be to increase exposure and awareness for Venetian River Club as an option for members and event organizers, wedding, reunion and corporate meeting planners. The current click through to the WCI Weddings page is inoperable and compromising the ability to grow the events business at Venetian River Club.

Food Safety

KemperSports embraces ServSafe™ Essentials, a training program offered by The National Restaurant Association Educational Foundation. This program is recognized by more federal, state and local jurisdictions than any other food safety certification program.

ServSafe™ Essentials training focuses on:

- Implementing and Maintaining proper food handling procedures
- Proper Holding Temperatures of food
- Temperature Danger Zones
- Refrigeration/Cold Temperature Holding
- Choking Hazards
- First Aid
- Cross Contamination
- Proper Hand Washing
- Wash, Rinse & Sanitize procedure
- Potentially Hazardous Food/Food Born Illness
Alcoholic Beverage Sales

All staff serving alcoholic beverages are trained in "alcohol awareness" as well as proper serving protocol. Our Corporate policy requires strict adherence to laws and regulations regarding alcohol sales.

Kitchen Equipment, Food Prep and Facilities

All food & beverage staff will be trained in the proper use and cleaning of kitchen equipment. We will assess the kitchens and food prep areas to ensure proper use, cleaning and care of equipment.

Catering and Private Parties

Our management staff will aggressively market the banquet space to members looking for venues to host their events; as well as local businesses, wedding and party planners and other group users as a venue for functions. The staff will remain very active in the area to promote the facility and generate sales while ensuring service to members is not compromised. KemperSports’ team members take care of every detail so the host of a private party feels like a guest. We strive to understand our customer’s expectations and then craft a menu, room theme and entertainment around their requirements.

Special focus will be placed on reaching local community resources and communicating with key influencers to drive events and revenue to Venetian River Club. Some of the initial strategies we will focus on include, but not limited to:

- Participate in Chamber of Commerce meetings and host their meetings
- Provide the Chamber of Commerce collateral that can be distributed monthly in the newsletter.
- Proactively visit businesses, hospitals, SMERF organizations, wedding planners, bridal and tuxedo shops, florists, etc. within a 25-mile radius and provide collateral on Venetian River Club amenities
KemperSports manages clubhouses of various sizes and complexity ranging from 5,000 square foot facilities with snack bar operations to a 78,000 square foot clubhouse with a 900 seat banquet facility, formal dining and casual grill room and three large kitchens. We have significant expertise in managing operations with sizeable banquet, catering and meeting spaces.

Below is a representative list of KemperSports properties with banquet facilities:

<table>
<thead>
<tr>
<th>Golf Course Name</th>
<th>City</th>
<th>State</th>
<th>Banquet Occupancy</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Black Gold Golf Club</td>
<td>Yorba Linda</td>
<td>CA</td>
<td>300</td>
</tr>
<tr>
<td>2 The Crossings at Carlsbad</td>
<td>Carlsbad</td>
<td>CA</td>
<td>300</td>
</tr>
<tr>
<td>3 Bolingbrook Golf Club</td>
<td>Bolingbrook</td>
<td>IL</td>
<td>900</td>
</tr>
<tr>
<td>4 Highland Park Country Club</td>
<td>Highland Park</td>
<td>IL</td>
<td>350</td>
</tr>
<tr>
<td>5 The Glen Club</td>
<td>Glenview</td>
<td>IL</td>
<td>200</td>
</tr>
<tr>
<td>6 Hawthorn Woods Country Club</td>
<td>Hawthorn Woods</td>
<td>IL</td>
<td>225</td>
</tr>
<tr>
<td>7 Swan Point Yacht and Country Club</td>
<td>Issue</td>
<td>MD</td>
<td>200</td>
</tr>
<tr>
<td>8 Shoal Creek Golf Course</td>
<td>Kansas City</td>
<td>MO</td>
<td>250</td>
</tr>
<tr>
<td>9 Dorado Beach Resort &amp; Club</td>
<td>Dorado</td>
<td>Puerto Rico</td>
<td>450</td>
</tr>
<tr>
<td>10 The Governors Club</td>
<td>Brentwood</td>
<td>TN</td>
<td>200</td>
</tr>
<tr>
<td>11 Butterfield Trail Golf Club</td>
<td>El Paso</td>
<td>TX</td>
<td>125</td>
</tr>
<tr>
<td>12 ACE Club</td>
<td>Lafayette</td>
<td>PA</td>
<td>120</td>
</tr>
<tr>
<td>13 Aliso Viejo Conference Center</td>
<td>Aliso Viejo</td>
<td>CA</td>
<td>200</td>
</tr>
<tr>
<td>14 Cantigny Golf</td>
<td>Wheaton</td>
<td>IL</td>
<td>250</td>
</tr>
<tr>
<td>15 Sand Creek Station</td>
<td>Newton</td>
<td>KS</td>
<td>120</td>
</tr>
<tr>
<td>16 Stone Creek Golf Club</td>
<td>Urbana</td>
<td>IL</td>
<td>200</td>
</tr>
<tr>
<td>17 Harbor Shores</td>
<td>Benton Harbor</td>
<td>MI</td>
<td>120</td>
</tr>
<tr>
<td>18 Tunica National Golf and Tennis Club</td>
<td>Tunica</td>
<td>MS</td>
<td>200</td>
</tr>
<tr>
<td>19 Greeley Country Club</td>
<td>Greeley</td>
<td>CO</td>
<td>250</td>
</tr>
<tr>
<td>20 Corazon Club</td>
<td>Dublin</td>
<td>OH</td>
<td>200</td>
</tr>
<tr>
<td>21 The Fountains</td>
<td>Lake Worth</td>
<td>FL</td>
<td>400, 200</td>
</tr>
<tr>
<td>22 La Gorce Country Club</td>
<td>Miami Beach</td>
<td>FL</td>
<td>300</td>
</tr>
</tbody>
</table>
Multiple KemperSports properties have won numerous wedding and banquet awards. Below are representative samples of the recent accolades our properties have received for their exemplary wedding and banquet expertise:
Financial Reporting to Venetian CDD Representatives

General and Administrative

KemperSports will customize its Facility Operations Policies and Procedures manual for Venetian River Club. This manual addresses policies and procedures for personnel, accounting, tennis, pool, fitness, food & beverage operations, insurance and marketing specific to the needs and requirements of the facilities.

The major topics covered include:

⊙ Financial Reporting Oversight

KemperSports will provide monthly un-audited statements, computerized daily cash reports, and weekly revenue reports as generated by our on-site controller. Our corporate accounting staff will review and approve these monthly reports before they are given to Venetian CDD representatives. KemperSports' accounting staff includes several CPAs with extensive private club accounting experience.

In addition, we will also assist auditors, at their request, during the preparation of the annual audited financial statement.

⊙ Point of Sale System

We will optimize the current POS system's capabilities through integration of several key reporting functions as well as sophisticated analysis templates to enhance the reporting functions of the POS system.

⊙ Budgets

KemperSports will meet monthly and more frequently early in the engagement with Venetian CDD representatives to discuss financial performance and other operating issues. KemperSports will provide a series of management reports to assist Club representatives and our on-site, regional and corporate staff in understanding the operations of Venetian River Club. This information includes both traditional financial reports (profit/loss, balance sheet, etc.) analytical reports, and marketing reports (utilization, etc.)

⊙ Financial Controls

KemperSports has developed extensive control procedures which are detailed in depth in the Accounting Section of the Policies and Procedures Manual. We will tailor these policies and procedures to meet specific requirements of Venetian River Club.
Policies and Procedures Manual

- Daily Close-out of Registers
- Credit Card Sales
- Point of Sale Programming
- Gift Certificates
- Tournament / Prize Credits
- Daily Cash Tally
- Reservation Sheet Maintenance
- Staff Responsibilities
- Daily Customer Reports
- Accounts Receivable
- Accounts Payable
- Manual Checks
- Petty Cash
- Payroll and Time Reporting
- Inventory (Receiving, Recording, Physical Counts)
- Capital Expenditures
- Home Office Reporting

Audits

- Site Staff - Based on the procedures in place, we have devised an audit program for each key control area. Periodically, we will request our on-site personnel to do a "self-audit" of a given area, which will then be forwarded to home office for review, as well as retained at the site.

- Home Office (off-site) - Similar to the site staff audit, home office personnel periodically request random reports, logs, etc., and performs audits. Findings and recommendations are formally documented and conveyed to appropriate management and site staff.

- Home Office (site) - At a minimum, once a year, a staff member from Home Office (accounting) visits each site and performs various audit tests and procedures. Again, findings and recommendations are conveyed to appropriate management and site staff.

- External - Depending on the site, and depending on the type of contract managed (leased or owned), either an audit or a review may be required. In cases where neither an audit nor a review are required, we have our external auditors review all "internal" audits done (i.e. site staff), home office (off site), home office (site), and critique in a management letter by site both the depth of work performed and the findings, including recommendations.

Sample Monthly Revenue Report:

<table>
<thead>
<tr>
<th>Month</th>
<th>Current</th>
<th>Budget</th>
<th>% of Budget</th>
<th>Prior Year</th>
<th>% of Prior</th>
<th>Actual</th>
<th>Budget</th>
<th>% of Budget</th>
<th>Prior Year</th>
<th>% of Prior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green Fees &amp; Cart Fees</td>
<td>96,392</td>
<td>85,160</td>
<td>113%</td>
<td>85,133</td>
<td>113%</td>
<td>443,702</td>
<td>377,838</td>
<td>117%</td>
<td>372,128</td>
<td>119%</td>
</tr>
<tr>
<td>Merchandise</td>
<td>3,494</td>
<td>3,333</td>
<td>105%</td>
<td>4,885</td>
<td>77%</td>
<td>24,082</td>
<td>28,368</td>
<td>118%</td>
<td>21,685</td>
<td>118%</td>
</tr>
<tr>
<td>Food &amp; Beverage</td>
<td>25,091</td>
<td>21,863</td>
<td>115%</td>
<td>20,993</td>
<td>120%</td>
<td>85,671</td>
<td>106,897</td>
<td>89%</td>
<td>111,132</td>
<td>77%</td>
</tr>
<tr>
<td>Cost of Sales</td>
<td>8,557</td>
<td>7,226</td>
<td>118%</td>
<td>9,268</td>
<td>93%</td>
<td>37,047</td>
<td>36,997</td>
<td>100%</td>
<td>41,593</td>
<td>109%</td>
</tr>
<tr>
<td>Total Facility Revenue</td>
<td>136,138</td>
<td>117,722</td>
<td>116%</td>
<td>119,291</td>
<td>114%</td>
<td>604,025</td>
<td>546,829</td>
<td>110%</td>
<td>544,923</td>
<td>111%</td>
</tr>
<tr>
<td>Revenue</td>
<td>25,658</td>
<td>23,548</td>
<td>105%</td>
<td>16,055</td>
<td>100%</td>
<td>114,246</td>
<td>127,508</td>
<td>90%</td>
<td>115,039</td>
<td>99%</td>
</tr>
<tr>
<td>EBITDA</td>
<td>60,404</td>
<td>43,869</td>
<td>135%</td>
<td>54,058</td>
<td>112%</td>
<td>200,402</td>
<td>139,215</td>
<td>150%</td>
<td>166,704</td>
<td>126%</td>
</tr>
<tr>
<td>Management Fee</td>
<td>8,747</td>
<td>8,500</td>
<td>103%</td>
<td>8,500</td>
<td>103%</td>
<td>69,167</td>
<td>68,000</td>
<td>102%</td>
<td>63,500</td>
<td>109%</td>
</tr>
<tr>
<td>Financing Payments</td>
<td>0</td>
<td>4,800</td>
<td>0%</td>
<td>5,012</td>
<td>0%</td>
<td>10,267</td>
<td>38,400</td>
<td>27%</td>
<td>41,124</td>
<td>23%</td>
</tr>
<tr>
<td>NOI</td>
<td>51,657</td>
<td>30,369</td>
<td>169%</td>
<td>40,546</td>
<td>127%</td>
<td>129,033</td>
<td>32,815</td>
<td>39%</td>
<td>62,080</td>
<td>208%</td>
</tr>
<tr>
<td>Total Rounds</td>
<td>4495</td>
<td>4387</td>
<td>102%</td>
<td>4332</td>
<td>104%</td>
<td>21285</td>
<td>18757</td>
<td>113%</td>
<td>17585</td>
<td>121%</td>
</tr>
</tbody>
</table>
## Month End BANQUET Pace Report

### Swan Point

<table>
<thead>
<tr>
<th>Month</th>
<th>Current Actual + Booked</th>
<th>Budget</th>
<th>% of Budget</th>
<th>Variance to Budget</th>
<th>Contracted (Booked)</th>
<th>Variance to Contract</th>
<th>% of Contract Realized</th>
<th>% of Contract</th>
<th>LY Actual + LY Booked</th>
<th>Variance to LY Actual + LY Booked</th>
<th>LY ACTUAL TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 2014</td>
<td>$3,659</td>
<td>$5,900</td>
<td>59%</td>
<td>$(2,391)</td>
<td>$4,700</td>
<td>$(1,191)</td>
<td>75%</td>
<td>-</td>
<td>$1,740</td>
<td>102%</td>
<td>$1,740</td>
</tr>
<tr>
<td>February 2014</td>
<td>$2,255</td>
<td>$6,210</td>
<td>36%</td>
<td>$(3,955)</td>
<td>$2,255</td>
<td>-</td>
<td>100%</td>
<td>-</td>
<td>$5,634</td>
<td>-60%</td>
<td>$5,634</td>
</tr>
<tr>
<td>March 2014</td>
<td>$5,341</td>
<td>$13,180</td>
<td>41%</td>
<td>$(7,833)</td>
<td>$7,650</td>
<td>$(2,309)</td>
<td>70%</td>
<td>-</td>
<td>$11,042</td>
<td>-52%</td>
<td>$11,042</td>
</tr>
<tr>
<td>April 2014</td>
<td>$34,971</td>
<td>$34,050</td>
<td>103%</td>
<td>$921</td>
<td>$41,480</td>
<td>$(6,509)</td>
<td>84%</td>
<td>-</td>
<td>$28,095</td>
<td>24%</td>
<td>$28,095</td>
</tr>
<tr>
<td>May 2014</td>
<td>$52,858</td>
<td>$45,785</td>
<td>115%</td>
<td>$7,073</td>
<td>$50,869</td>
<td>$(1,989)</td>
<td>104%</td>
<td>-</td>
<td>$39,349</td>
<td>34%</td>
<td>$39,349</td>
</tr>
<tr>
<td>June 2014</td>
<td>$37,951</td>
<td>$39,950</td>
<td>97%</td>
<td>$(1,369)</td>
<td>$37,400</td>
<td>$(551)</td>
<td>101%</td>
<td>-</td>
<td>$27,572</td>
<td>38%</td>
<td>$27,572</td>
</tr>
<tr>
<td>July 2014</td>
<td>$53,223</td>
<td>$39,950</td>
<td>133%</td>
<td>$13,273</td>
<td>$49,700</td>
<td>$(3,523)</td>
<td>107%</td>
<td>-</td>
<td>$23,812</td>
<td>124%</td>
<td>$23,812</td>
</tr>
<tr>
<td>August 2014</td>
<td>$69,767</td>
<td>$39,950</td>
<td>174%</td>
<td>$30,960</td>
<td>$68,870</td>
<td>$(76)</td>
<td>101%</td>
<td>-</td>
<td>$18,973</td>
<td>287%</td>
<td>$18,973</td>
</tr>
<tr>
<td>September 2014</td>
<td>$61,671</td>
<td>$45,170</td>
<td>137%</td>
<td>$16,501</td>
<td>$58,988</td>
<td>$(2,563)</td>
<td>105%</td>
<td>-</td>
<td>$54,350</td>
<td>13%</td>
<td>$54,350</td>
</tr>
<tr>
<td>October 2014</td>
<td>$33,117</td>
<td>$35,880</td>
<td>92%</td>
<td>$(2,763)</td>
<td>$32,000</td>
<td>$(1,117)</td>
<td>103%</td>
<td>-</td>
<td>$35,052</td>
<td>-6%</td>
<td>$35,052</td>
</tr>
<tr>
<td>November 2014</td>
<td>$31,490</td>
<td>$21,277</td>
<td>144%</td>
<td>$9,693</td>
<td>$28,920</td>
<td>$(2,590)</td>
<td>109%</td>
<td>-</td>
<td>$14,806</td>
<td>116%</td>
<td>$14,806</td>
</tr>
<tr>
<td>December 2014</td>
<td>$20,540</td>
<td>$28,372</td>
<td>72%</td>
<td>$(7,832)</td>
<td>$18,618</td>
<td>$(1,222)</td>
<td>110%</td>
<td>-</td>
<td>$16,854</td>
<td>9%</td>
<td>$16,854</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$406,502</td>
<td>$355,674</td>
<td>114%</td>
<td>$50,828</td>
<td>$481,430</td>
<td>$(5,672)</td>
<td>191%</td>
<td>-</td>
<td>$278,119</td>
<td>46%</td>
<td>$278,119</td>
</tr>
</tbody>
</table>

### Current Year to Date Analysis

<table>
<thead>
<tr>
<th>MONTH</th>
<th>Actual Total Revenue</th>
<th>Number of Events</th>
<th>Pipeline</th>
<th>Current Year Booking/Month</th>
<th>Last Year Booking/Month</th>
<th>LY Future Contract Revenue</th>
<th>Future Contract Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 2014</td>
<td>$3,509</td>
<td>3</td>
<td>-</td>
<td>$24,870</td>
<td>$35,690</td>
<td>$4,700</td>
<td>$-</td>
</tr>
<tr>
<td>February 2014</td>
<td>$2,255</td>
<td>1</td>
<td>-</td>
<td>$55,105</td>
<td>$26,994</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>March 2014</td>
<td>$5,341</td>
<td>4</td>
<td>-</td>
<td>$26,650</td>
<td>$11,400</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>April 2014</td>
<td>$34,201</td>
<td>6</td>
<td>-</td>
<td>$16,500</td>
<td>$23,439</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>May 2014</td>
<td>$52,858</td>
<td>10</td>
<td>-</td>
<td>$26,644</td>
<td>$46,058</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>June 2014</td>
<td>$37,951</td>
<td>4</td>
<td>-</td>
<td>$26,050</td>
<td>$18,260</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>July 2014</td>
<td>$53,223</td>
<td>5</td>
<td>-</td>
<td>$14,600</td>
<td>$43,600</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>August 2014</td>
<td>$69,767</td>
<td>10</td>
<td>-</td>
<td>$34,088</td>
<td>$40,006</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>September 2014</td>
<td>$61,671</td>
<td>6</td>
<td>-</td>
<td>$45,300</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>October 2014</td>
<td>$33,117</td>
<td>5</td>
<td>-</td>
<td>$28,359</td>
<td>$59,600</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>November 2014</td>
<td>$31,490</td>
<td>5</td>
<td>-</td>
<td>$7,600</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>December 2014</td>
<td>$20,540</td>
<td>7</td>
<td>-</td>
<td>$29,108</td>
<td>$25,700</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$406,502</td>
<td>67</td>
<td>-</td>
<td>$277,129</td>
<td>$483,810</td>
<td>$-</td>
<td>$-</td>
</tr>
</tbody>
</table>
Human Resources and Benefits Administration

KemperSports’ Human Resources Department manages numerous HR tasks, from hiring procedures to administering health benefits. All staff will be KemperSports’ employees. Key areas of HR administration are as follows:

- **Administrative Support** - All human resource activities are managed from the corporate office. Personnel, payroll, benefits and data systems administration is centrally managed to efficiently and effectively process all employment activities in the company. The HR department is able to produce information to meet government-reporting obligations, manage unemployment claims and produce various workforce analysis reports to assist facility managers. Our national director of human resources works closely with our on-site general managers and our regional and corporate operating executives regarding all human resources issues and implementation of corporate policies.

- **Recruiting & Hiring** – KemperSports has an efficient and effective recruiting & hiring program to ensure the most qualified people are hired for each specific job.

- **Education & Development** - KemperSports provides education programs to ensure employees receive proper orientation and ongoing training as well as effective customer service techniques. Orientation training materials include a company profile, staff handbooks, benefits information and job descriptions.

- **Compensation & Benefits** - Paying a competitive wage is key to attracting and retaining a quality workforce. KemperSports HR provides consultation to local managers by recommending appropriate hiring rates for each position at the facility. In addition, wage administration policies and procedures are provided to local managers to comply with local, regional and national cost-of-living and with applicable Department of Labor wage & hour laws.

- **Safety / Risk Management** - The KemperSports HR department has developed a comprehensive safety / risk management program to minimize the risk of workers’ compensation, general liability and property loss as well as comply with all federal and state OSHA requirements. This program has helped significantly drive down the cost of Workman’s Comp insurance at many of our courses.

Along with the formalized training programs, KemperSports will institute and administer all human resources functions through the On-Site Bookkeeper, General Manager and the Human Resource and Payroll Administrators at the corporate office.

KemperSports Human Resource services include:

- Recruitment, hiring, training and retention of all employees
- Pre-employment screening and testing
- Job descriptions
- Administration of an employee benefit package including vacation and sick time off, medical, dental, vision, disability and other benefits.
- Regular Sexual Harassment training
- Employee handbooks
- New employee orientation
- Performance evaluations
- Worker’s Compensation Administration
- OSHA Requirement Administration
- Payroll administration and compliance
Experience and Qualifications

Fountains Country Club
Lake Worth, FL
Club Operations

In addition to our high-quality club portfolio, KemperSports has significant experience managing several stand-alone fitness centers, pool and aquatic centers, tennis complexes, as well as banquet and catering facilities. This is in addition to the pool, tennis, fitness, and food and beverage operations at our numerous semi-private and private clubs throughout the United States. Some include the Brunswick Forest Fitness and Wellness Center in Leland, North Carolina, Tunica National Golf & Tennis Center in Tunica, Mississippi, Corazon Club in Dublin, OH and the Palm Coast Tennis Complex in Palm Coast, FL. We have tremendous depth in all facets of facility management and offer the following representative properties for your review.
Brunswick Forest Fitness & Wellness Center
*Leland, NC*

**Amenities:**
- Six Hard Surface Tennis Courts
- Fully-Equipped Fitness Center
- Aerobics Studio
- Complimentary fitness & nutrition assessments
- Indoor and outdoor saline based pools with the latest technology
- Wi-Fi lounge outfitted with a gas fireplace and 50" Plasma HD digital cable television
- State of the art men’s and women’s locker rooms with private steam rooms
- Poolside grill and bar

Staying fit and healthy is easy for Brunswick Forest property owners with the 18,000-square-foot Fitness & Wellness Center. The handsome facility provides luxurious equipment and services: indoor pool; outdoor pool with wade-in entry, expansive sun deck and poolside grill; six lighted hard surface sport courts; aerobics studio, fully appointed fitness floor with the latest in resistance and cardiovascular equipment; expansive men's and women's locker rooms with showers and steam room; lounge and coffee bar.
Below are some examples of KemperSports' programming at the Brunswick Forest Fitness & Wellness Center, which we would explore implementing at Venetian River Club.
Vita Corazon
Dublin, OH

Members: 935 full members
Amenities:
- Indoor Lap Pool
- Outdoor Pool
- Spa Garden Jacuzzi
- Tennis Courts
- Full Service Fitness Facilities
- Personal Training Services
- Fitness Classes
- Full Spa & Salon Services

Vita Fitness Corazón offers a 60,000 square foot resort style private fitness club in Dublin, OH. The Tuscan themed facility features a full service fitness center offering full cardio, aerobics and strength line areas and a complete array of personal training and group fitness classes and programs. The Club also offers aquatics including an indoor lap pool and outdoor resort style family pool as well as six Har-Tru tennis courts. Full service men's and women's locker rooms are available including whirlpools, saunas and steam rooms as well as child care for members of the Club.

Vita Fitness Corazon's food & beverage amenities include a 75 seat pub, 200 seat ballroom, event lawn, and several outdoor spaces including a roof top area that seats up to 100.
The Club of Bristol
Bristol, TN

Amenities:
- Full Basketball Court
- Sand Volleyball Court
- Heated Pool with Waterslide and Lazy River
- 8 Har Tru and Asphalt Tennis Courts
- Fitness Center
- Aerobics rooms
- 2 Racquetball Courts

This 30,000 square-foot building is home to a beautiful gym furnished with Cybex equipment, 2 racquetball courts, 4 indoor and 4 outdoor tennis courts, and a Café. The facility rests beside a heated pool accented with a mushroom fountain, water-slide, and zero-degree entry. Neighbors of the pool are the lazy river and children's playground, as well as outdoor tennis courts and a sand volleyball court.
Caparra Country Club
Guaynabo, Puerto Rico

Amenities:
➢ Tennis
➢ Swimming
➢ Basketball, baseball, and volleyball clinics
➢ Banquet Facilities
➢ Fine & Casual Dining
➢ 20,000 sq. ft. Clubhouse

Built in 1944, the sport and social club provides its members with amenities including a baseball park, multiple tennis and basketball courts, and Olympic-grade as well as recreational swimming pools. The Club’s banquet hall, which has been home to a number of Puerto Rico’s most prestigious events, includes a restaurant, bar, and multiple meeting rooms.
Buckingham Athletic Club
Chicago, IL

Amenities:
- 21 Hotel Rooms
- Racquetball Courts
- Basketball Courts
- Indoor Golf Range
- Aquatics
- Weightlifting and Aerobics Equipment
- Fine & Casual Dining
- Banquet Facilities

The Buckingham Athletic Club and Executive Hotel is conveniently located in the heart of Chicago's famous financial district at One Financial Place 440 South LaSalle, home to the Chicago Stock Exchange. The Buckingham Athletic Club is proud to be Chicago's premier membership and athletic club. The Executive boutique hotel is open to the public and offers some of the best views in the City overlooking the financial district, Buckingham Fountain, Grant Park and Lake Michigan.
Aliso Viejo Aquatic Center
Aliso Viejo, CA

Amenities:

- 25-yard Pool
- Recreation Pool
- Splash Pad & Toddler Pool
- Snack Bar
- Cabanas
- Locker Rooms

The Aliso Viejo Aquatic Center opened in 2010 and has quickly become the hub of summer activity offering a relaxing getaway for the entire family. This resort-style public pool complex is located in the heart of the City of Aliso Viejo and is open daily to the public during the summer season, from May 4th through September 29th. The Aliso Viejo Aquatic Center offers fee-based swimming programs, an array of scheduled activities, birthday parties, any reason pool parties and more. The facility is a popular venue for families, kids, adults, groups and organizations alike.
Palm Coast Tennis Center
Palm Coast, FL

Amenities:

- 10 Top of the line HydroGrid clay tennis courts
- Tournaments
- Exhibitions
- Round Robins
- Social Tennis Events
- Various Junior Activities
- Various Classes & Clinics
- Certified Quickstart Tennis Site
- Certified Cardio Tennis Site
Fountains Country Club
Lake Worth, FL

Architect: Robert Von Hagge and Bruce Devlin
Holes: 54
Amenities:
- Tennis
- Banquet Facilities
- Fully Equipped Fitness Center
- 45,000 sq. ft. Clubhouse
- 17,000 sq. ft. Sports Complex
- Fine & Casual Dining

Founded in 1968 and recognized as one of the top private clubs in Palm Beach County, Fountains features 54 holes of golf, a 45,000 square foot clubhouse, 12 Har-Tru tennis courts, a 17,000-square-foot sports complex and numerous outdoor recreation courts. Known for the quality of its golf courses and supporting recreation amenities, Fountains offers year-around and snowbird members ample opportunity to recreate and socialize in a lusciously landscaped 865-acre gated community.
La Gorce Country Club
Miami Beach, FL

Architect: Jack Nicklaus
Holes: 18
Amenities:
- Tennis
- Swimming
- Fitness Center
- Croquet Lawn
- Full Practice Facility
- Banquet Facilities
- 50,000 sq. ft. Clubhouse
- Fine & Casual Dining

La Gorce is a member owned club with a storied history dating back to 1927 when the original golf course was built from dredgings from the Biscayne Bay. Along with an 18-hole, par-71 layout that has seen additions by Robert Trent Jones and a 1995 redesign by Jack Nicklaus, the club also includes a new 50,000 square-foot clubhouse that opened in 2005. Men's and ladies' locker rooms, six har tru clay tennis courts, a fitness facility, tropical pool, croquet lawn, full practice facility and multiple casual and fine dining options round out the club amenities today.
KemperSports’ Key Personnel

Steven H. Lesnik, Chairman

Steven H. Lesnik is the founder, chairman and principal stockholder of KemperSports Management and Kemper Lesnik Communications. Lesnik originated the idea for KemperSports Management in 1978 when it was established by Kemper Corporation, then headed by James S. Kemper, Jr. Lesnik bought the company in 1983 following Kemper’s retirement from the insurance and financial organization. Today, KemperSports is one of the largest developer/owner/operators of golf properties in America, and is privately held by the Lesnik family.

Lesnik founded Lesnik Public Relations in 1979 and is an accredited member of the Public Relations Society of America. After merging with KemperSports for a number of years, it emerged in 1999 as Kemper Lesnik Communications, a multi-functional communications firm specializing in public relations, public affairs, sports marketing and event management. It is ranked among the largest specialty communications agencies based in the Midwest.

Steven K. Skinner, Chief Executive Officer

Steven K. Skinner serves as the chief executive officer of KemperSports. Mr. Skinner became the second CEO in KemperSports’ 30 year history when he succeeded the company’s founder, Steven Lesnik, in 2008. He and KemperSports President Josh Lesnik are currently ranked No. 10 on Golf Inc. Magazine’s list of the Most Powerful People in Golf. Mr. Skinner began his career at KemperSports in 1998 serving as president and chief operating officer prior to his election as CEO. Throughout his tenure, Mr. Skinner has been instrumental in establishing KemperSports’ growth and development initiatives.

An active member of the Chicago community, Skinner was one of the founders of The First Tee of Chicago, a youth initiative dedicated to providing educational programs that build character and instill life-enhancing values through the game of golf. Skinner also serves as a National Trustee of the Boys and Girls Clubs of America.

Prior to joining KemperSports, Skinner practiced law at Mayer Brown and served in the first Bush Administration. Skinner earned his law degree from the University of Chicago and a Bachelor of Arts degree with Honors from Lawrence University.

Josh Lesnik, President

Josh Lesnik is president of KemperLesnik and KemperSports. In this role, he leads growth and marketing initiatives for both companies; manages industry and media relations; and works closely with the Board, Chairman, and CEO to guide strategic direction of the organization. Josh also has regular involvement with KemperSports’ more than 100 owned and managed golf course properties across the nation.

Josh previously served as general manager of the internationally acclaimed Bandon Dunes Golf Resort in Bandon, Ore., where he spearheaded the grand opening and managed daily operations and marketing and communications efforts. He was also general manager of The Glen Club in Glenview, Ill.

Josh holds a Bachelor of Arts in Communications from Drake University and a Master of Science in Integrated Marketing Communications from Roosevelt University. He currently serves on the Board of Directors for the Chicago District Golf Association, Western Golf Association and The First Tee of Greater Chicago. Josh is also on the Regional Affairs Committee of The United States Golf Association.
**Brian Milligan, Chief Financial Officer**

Mr. Milligan oversees all finance, accounting, and treasury activities and also works closely with the business development teams as KemperSports evaluates new growth opportunities. Mr. Milligan is a CPA who earned a BBA in Accounting at Notre Dame and an MBA in Finance and Real Estate from Northwestern University Kellogg Graduate School of Business. He most recently served as the CFO of Business Only Broadband, LLC, a fast growing IT services company. Prior to that, Mr. Milligan was the CFO of the Hummel Group, a Chicago area real estate development company.

**Douglas Hellman, Senior Vice President, Business Development**

Mr. Hellman's career in the hospitality industry spans more than 24 years. As senior business development officer, Doug is responsible for growing KemperSports’ managed and owned portfolio of golf and resort properties, boutique lodging, fitness and wellness facilities, conference centers, and athletic facilities for private owners, public agencies, investors, and real estate developers in the eastern United States, Caribbean and Latin America. Doug also serves as the Executive Sponsor for several properties in KemperSports’ portfolio.

**David Kupstas, Regional Operations Executive – Tampa, FL**

David Kupstas has extensive experience in the hospitality industry. For over 30 years he has worked with in all aspects of the industry, including private clubs, city clubs, athletic clubs and food and beverage businesses. David graduated from the University of Houston with a B.S. in Hotel and Restaurant Management and earned his MBA in Marketing from the University of Colorado. Prior to his work for KemperSports he served the Regional Food and Beverage Director for ClubCorp, responsible for overseeing 55 properties.

**Craig Falanga - East Regional Sales and Marketing Director – Jupiter, FL**

Craig Falanga is a veteran of the golf and hospitality industry with over 12 years of experience at daily fee, private club and luxury golf resort properties. He is a skilled sales, marketing, and business development strategist specializing in capturing new business and driving innovative marketing campaigns that deliver explosive profit growth and heighten customer engagement. Throughout his career he has been known as a dynamic alliance builder who forges strong and sustainable relationships with clients, key vendors and national and local industry media leveraging them into mutually beneficial partnerships. Prior to his work for KemperSports he served as director of marketing at PGA National Resort & Spa and as director of resort activities marketing and membership sales at Sandestin Golf and Beach Resort.

**Susan Sommers-Evans, National Director of Human Resources**

Susan Sommers-Evans is responsible for the company’s human resources department. In this capacity, Ms. Sommers works closely with our senior operations executives and the facility general managers to implement and monitor the company’s human resources policies and procedures.

**Jon Kaull, Director of Accounting**

Mr. Kaull oversees all finance and accounting activities for our owned, leased, and managed properties and also works closely with the business development teams as KemperSports evaluates new growth opportunities. Mr. Kaull is a CPA who earned a BBA in Accounting and MBA from the University of Wisconsin. Mr. Kaull has been with KemperSports since 2010 and has 10 years of experience in multi-unit retail accounting management.
Randy Farber, Regional Food & Beverage Champion

Randy Farber has been with KemperSports since 2008. Mr. Farber is a graduate of Johnson and Wales University with a degree in Hotel/Restaurant Management. He has over 20 years of experience in the hospitality industry, mainly within the food and beverage discipline. Prior to his time at KemperSports, Mr. Farber worked in food and beverage leadership positions for Ritz Carlton Hotels and Marriot Hotels. He is a Regional Food and Beverage Champion for KemperSports, with recognition from Golf Inc. as one of the most innovative people in golf, as well as winning the KemperSports Hospitality Professional of the Year award in 2010.

Adrienne Flentge, National Director of Strategic Partnerships

Adrienne Flentge is responsible for the company’s merchandising programs. Her responsibilities include negotiating and managing the national vendor accounts and working with each site general manager to create, implement and manage their respective merchandising business plan.
Via FedEx Delivery

February 25, 2015

Mr. James Shea
Vice Chair, Venetian CDD
238 Martellago Drive
North Venice, FL 34275

Dear Mr. Shea:

Please allow this letter to serve as Troon’s formal expression of interest to provide comprehensive management services for the Venetian River Club on behalf of the Venetian Community Development District (VCDD). The Venetian River Club is a first-class facility and is one our company would be proud to operate on the VCDD’s behalf.

Enclosed is Troon’s formal response to the VCDD’s “Request for Proposal” for your review and consideration. We are hopeful that after reviewing the enclosed materials, considers the reputation of Troon and evaluates the turnkey services we provide to our clients, that Troon will be chosen to meet with the VCDD for a formal interview.

We’re experienced, comprehensive club operators, which includes our current management of the Master Association at Colonial Country Club in Fort Myers, Florida. We not only have the expertise and resources to meet the current Board’s needs, but would also provide an excellent long-term management option for all of the community amenities, if that ever became a need in the future.

If you have any questions or concerns during or after the review of the enclosed materials and proposal, please feel free to contact me direct at 480-477-0422.

Sincerely,

Scott Van Newkirk
Senior Vice President, Global Business Development
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Section I

Administrative and Management Services

The response below outlines Troon’s response to the specific sections of the RFP.

1. Direct, supervise, manage and operate the Club Facilities and establish and carry out programs and policies to be followed in connection therewith and consistent with the Club Rules and River Club Declaration of Restrictions and as directed by the District Board of Supervisors.

Facility/Golf Operations

The Company’s management approach is centered around delivering members and guests to our facilities and providing them with an overall world-class experience. In order to achieve this result, Troon’s goal is to deliver unparalleled levels of customer service. In doing so, the Company operates the facility efficiently and in a manner that generates maximum profitability for the facility’s ownership. The success of each facility’s operations is dependent upon the hiring and training of quality associates, implementing Troon’s proprietary Operating Standards and providing access to the unparalleled depth of expertise provided by the corporate organization to support our associates at each facility.

A key factor in the success of Troon and the facilities we operate is the high quality of our associates at the facility level. Over the years, the Company has been able to attract the best people who are looking for a career in golf. In an industry notorious for high turnover rates, the Company attracts and retains associates because of the quality of the facilities in the portfolio and the possibility for advancement as the Company grows. Our extensive benefit programs, regular training seminars and the Company’s industry leading Operating Standards have also contributed to an extremely low attrition rate. The stability of our associate population makes it possible to deliver consistent guest service without interruption. As a result, the Company’s General Managers, Food and Beverage Managers and Golf Professionals are the most sought after facility operators in the industry based on their experience operating under Troon’s proprietary operational standards at some of the world’s most renowned facilities.

The Company’s Operating Standards were assembled and implemented early in the firm’s history after a comprehensive facility-level analysis of the criteria for superlative guest service, outstanding food and beverage preparation and presentation and world class agronomy from our own facilities and other industry leading firms in the hospitality and service industry, including Four Seasons, Nieman Marcus and Nordstrom’s. This well-integrated proprietary approach to facility management in the areas of facility operations, agronomy and food and beverage provide the foundation for extraordinary facility management, efficiency and financial results. The implementation of our Operating Standards ensures consistency of service levels, food quality and agronomic conditioning at each Troon managed facility.

The Company’s employee training program is one of the most advanced in the industry. Facility Managers that are selected from outside the Troon system are trained in Troon’s corporate office in the “management-training incubator.” If the Facility Managers have been promoted or have been transferred from another facility, training is generally not required since the candidate is familiar with the Troon Operating Standards and understands what is expected of them. Golf Professionals and Food and Beverage Managers customarily are also promoted from within the Company’s
system. However, if a candidate from outside the Troon system is selected, they are sent to either Troon’s corporate office or an existing facility for training.

The Company’s Training Team includes representatives from the Operations, Human Resources and Accounting Departments. This training focuses on areas such as Troon’s guest service requirements and employee empowerment, and may be delivered in Spanish if required. The Company’s management of a facility is comprehensive and includes, among other things, the responsibility to:

- Hire, train and supervise daily operations including facility staffing, operation and promotion of golf course and golf shop (if applicable), facility food & beverage, grounds maintenance and other periodic activities such as event coordination.

- Develop and coordinate a business plan for each calendar year meeting the agreed upon objectives of the Owner.

- Provide Centralized Services including facility accounting and payroll, financial reporting and human resources administration.

- Provide detailed monthly operating budgets to Owner for all aspects of facility operation.

- Utilize national account status to obtain favorable pricing on merchandise, apparel, operating equipment supplies and food and beverage supplies.

- Coordinate with Owner concerning ongoing capital expenditures, including the replacement of equipment and the expenditures of the Capital Reserve.

- Prepare monthly operating reports comparing actual results to budget and analyzing financial performance monthly and year-to-date for each period.

- If applicable, assist in the coordination of a membership plan at the facility; services include the sale of memberships, as well as ongoing operation of membership programs.

- If applicable, assist in the establishment of a golf school at the facility, through either Troon Academies or a recognized golf school.

- If applicable, assist with the operation of additional recreational amenities at the facility.

2. Provide a full time General Manager for the Club and the Club Facilities (the "General Manager"). The General Manager shall be subject to approval of the District Board of Supervisors in its sole and absolute discretion.

   a. The General Manager shall attend all regular scheduled and special District Board of Supervisor and Board Appointed Committee meetings.

Human Resources

The Company provides comprehensive human resources for all of its employees without the use of third-party consultants or an employee leasing company that commonly adds costs to the facility. Troon currently employs more than 10,000 associates worldwide and serves as the employer of all
associates at a facility. The Company’s Human Resources department provides all of the services of a Fortune 500 company’s human resources department. The department ensures that all employees are recruited, hired, trained, serviced with most professional processes in the business with a continuing focus on the importance of our people and their direct relationship to the success of each facility.

All associates are trained on an annual basis in such topics as Troon service standards, first aid, CPR and avoidance of issues associated with sexual discrimination and harassment. At each facility, our staff is capable of training in English and Spanish. Our online human resources service allows employees to make benefit changes at their convenience. We have a 24-hour employee hotline and our human resources answer all of their incoming calls within 24 hours. As part of our engagement, Troon shall present qualified candidates for the General Manager position if needed. The VCDD is always the ultimate decision maker regarding placement of management positions, but Troon shall source and make a recommendation to the Board.

3. Employ at District’s expense, pay, supervise and discharge employees and all agents, contractors or subcontractors performing services for the Club Facilities

   a. Procure and maintain with insurance companies of recognized responsibility: (i) workers’ compensation insurance as may be required under applicable laws covering all employees, including employers liability and (ii) crime insurance coverage, including fidelity bond, with reasonable limits as agreed by District and Manager,

Risk Management and Insurance Procurement

Facilities receive the economic and service benefits of the management industry’s only dedicated in-house Insurance Risk Manager, Bob Provost. The company ensures implementation of risk management policies at the facility in order to minimize exposure to operational risks. Bob has more than 30 years of experience as a risk manager and insurance procurement representative in the hospitality business. Bob seeks out the most appropriate and competitive insurance policies and coverage. This service can represent a significant savings, with facilities participating in the Company’s insurance programs saving 15-40% on property and casualty insurance premiums, while at the same time receiving broader and deeper coverage, with lower deductibles than can otherwise be achieved.

   b. Provide for all payroll taxes, fringe benefits and other related payroll burdens which shall be represented as a percentage applied to the payroll.

   c. All personnel employed at the Club Facilities shall at all times be the employees of Manager. Manager shall have discretion within the confines of applicable law to hire, promote, supervise, direct and train all employees, to fix their compensation subject to budgetary limitations and in general, establish and maintain all policies relating to employment; provided the District Board of Supervisors shall have the right to approve the General Manager and shall have the right to require Manager to replace the General Manager.

We employ everyone at the Club, providing access to employees from around the country. This allows us to leverage our scale of over 10,000 employees to reduce the club’s payroll, benefits and employment liability.
4. Advertise, arrange for and supervise outside events such as weddings, dinners, luncheons and meetings to the extent provided for in the Club’s operating budget and as approved by the District Board of Supervisors.

Sales and Marketing

Ultimately, the VCDD will have the ability to “pick and choose” the various marketing channels that it elects to leverage to drive guests to their facilities. Troon’s expansive database allows immediate access to avid golfers who will be ideal customers to build a loyal customer base. Below is an overview and examples of various programs and marketing pieces used at various Troon managed facilities.

The Company markets the facilities it manages on a national, regional and local basis through the creation of a detailed, strategic marketing plan that includes specific action steps, training on industry accepted sales practices, and regular evaluation of the effectiveness of existing marketing activities. Marketing efforts focus on building public awareness and facility brand recognition for each individual facility primarily, but also allowing Troon brand utilization as the Owner sees fit. Due to the size of the Troon portfolio, maximum advertising exposure occurs for the most competitive rates in most markets. As a result of extensive marketing coverage, Troon-managed facilities are the most visible and recognized facilities in the industry.

By building brand awareness and consistently delivering positive experiences, Troon assures its customers that they will “Experience Troon” at any Troon-managed facility. Our strong relationships with upscale golfers, drives more rounds at higher rates. In addition, innovative products such as the Troon Card and Troon Rewards have been developed to aid facilities to capture additional market share and rate.

One of the greatest advantages the Company’s scale provides to our facility owners is the depth of support provided through our Sales and Marketing Department. Troon’s Sales and Marketing personnel each have a different responsibility to our clients from public relations to group sales oversight to collateral design and advertisement placement. These marketing experts represent the largest marketing department in the third-party golf management business. Their responsibilities range from increasing your facility’s recognition in the early tenure to insuring that your tee sheet is full after stabilization.

The sales and marketing efforts for a facility typically has a three-pronged approach, focusing on marketing the facility on a local, regional and national basis. The effort made at the facility level to build the unique identity of the facility at the regional and local level receives critical focus. This approach, combined with the overlapping regional and national efforts supported by the corporate office maximizes the exposure for each Troon-managed facility. Every element of the corporate marketing plan focuses on driving customers to our facilities. The tools used to create the ‘call to action’ include print advertising, travel shows, direct and electronic mail, wholesaler solicitation, rack brochures and our own frequency and membership programs.

The Company recognizes the importance of database management and has become an expert in the utilization of direct mail as an effective marketing tool. We aggressively manage several segments of our ever-growing database. Each facility has access to use any piece of this database for its own purposes.
Several of the sales & marketing channels that Troon anticipates being leveraged by the facility include:

Troon Tennis

Today Troon operates 44 tennis facilities with 239 courts under management, including Kapalua Tennis Garden, BallenIsles Country Club, The Phoenician Tennis Garden and St. James Plantation.

**Weekly Schedule**

<table>
<thead>
<tr>
<th>Day</th>
<th>Time</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>9 am - 10 am</td>
<td>Stroke of the Day (Serve)</td>
</tr>
<tr>
<td></td>
<td>10 am - 11 am</td>
<td>SUPER Drills 3.5+</td>
</tr>
<tr>
<td></td>
<td>4 pm - 6 pm</td>
<td>Drop-in Doubles</td>
</tr>
<tr>
<td></td>
<td>5pm - 6pm</td>
<td>Tennis 101 / Fundamentals</td>
</tr>
<tr>
<td>Tuesday</td>
<td>8 am - 9 am</td>
<td>Cardio Tennis</td>
</tr>
<tr>
<td></td>
<td>9 am - 10 am</td>
<td>Stroke of the Day (Ground Strokes)</td>
</tr>
<tr>
<td>Wednesday</td>
<td>9 am - 10 am</td>
<td>Stroke of the Day (Volleys)</td>
</tr>
<tr>
<td></td>
<td>10 am - 11 am</td>
<td>Tennis 101 / Fundamentals</td>
</tr>
<tr>
<td></td>
<td>4 pm - 6 pm</td>
<td>Drop-in Doubles</td>
</tr>
<tr>
<td>Thursday</td>
<td>8 am - 9 am</td>
<td>Cardio Tennis</td>
</tr>
<tr>
<td></td>
<td>9 am - 10 am</td>
<td>Stroke of the Day (Serve)</td>
</tr>
<tr>
<td>Friday</td>
<td>8 am - 9 am</td>
<td>4.0+ Drills</td>
</tr>
<tr>
<td></td>
<td>9 am - 10 am</td>
<td>Stroke of the Day (Ground Strokes)</td>
</tr>
<tr>
<td></td>
<td>5 pm - 6pm</td>
<td>Live Ball 4.0+ (9/15 Fridays)</td>
</tr>
<tr>
<td>Saturday</td>
<td>8 am - 9 am</td>
<td>Cardio Tennis</td>
</tr>
<tr>
<td></td>
<td>9 am - 10 am</td>
<td>Stroke of the Day (Volleys)</td>
</tr>
<tr>
<td></td>
<td>9 am - 9:30 am</td>
<td>Ki'Ki' Tennis (1-7 years)</td>
</tr>
<tr>
<td></td>
<td>9:30 am - 10:30 am</td>
<td>Ki'Ki' Tennis (8-9 years)</td>
</tr>
<tr>
<td></td>
<td>9 am - 11am</td>
<td>Drop-in Doubles</td>
</tr>
</tbody>
</table>

**Stroke of the Day** - $37 per person
This technique-based drill focuses on a specific stroke during each one-hour session, with an emphasis on the key elements of each stroke to help you improve your accuracy, consistency and power. All drills are included.

**DROP IN DOUBLES** - $25 per person
A great way to get to know the facility and meet other players in a fun, yet competitive environment. Please sign up early and show up on time, because the popular event fills up quickly.

**Tennis 101 Fundamentals** - $26 per person
This fundamentals class, for those players with little or no tennis experience or who are just getting started, each session is fast-paced and focuses on tenis strokes in an engaging, yet low pressure environment.

**SUPER Drills** - $26 per person
The pro serves as a coach, teaching drills emphasizing competitive movement and enhancing skills. These drills are open to men and women levels 3.0+.

**4.0+ Drills** - $26 per person
A dynamic mix of practicing the main strokes of the game, with consistency, accuracy, movement, and fitness, while practicing in a highly competitive environment.

**Cardio Tennis** - $26 per person
A high-intensity workout, burning lots of calories, while enjoying fast-paced, high energy drills with music to keep the feet pumping.

**Kiki Tennis** - $26 per child
Each Saturday, this half-hour class uses the club's new innovative QuickStart format, using a half-size court and low-pressure tennis balls. These drills are designed to improve coordination and serve skills.

**Kapalua Kids** - $26 per child
Each Saturday, this one-hour clinic is focused around building basic skills in a fun, supportive atmosphere. As the kids develop their skills, the coaching is modified to keep them engaged and challenged.

**Mayor Match-Making Services**
There is no charge for this service. Just give us a 24-hour notice and we will arrange a fun and competitive singles, doubles or mixed-doubles match with players of similar abilities.

**Groups Clinics**
Let us create one of a kind clinic for your group of five or more.
Troon Advantage
Full Golf Members at Troon Privé clubs have priority access to discounted rates (up to 40% off) and 30-days advanced booking at Troon managed daily-fee and resort facilities worldwide. As the membership program for the proposed facilities evolve, Troon sees an opportunity to invite certain membership categories to participate in this worldwide program.

Troon Golf & Travel publication and on-line newsletter
Troon Golf & Travel represents the quality of Troon’s daily-fee, resort and private facilities and promotes Troon’s portfolio of properties to people around the world. The magazine also serves as a major marketing platform for Troon’s strategic partners and preferred vendors.

The print version of the magazine has a circulation of 50,000 and is published twice a year as a full magazine and once a year as a World of Troon facility directory guidebook. The magazine is distributed at Troon golf shops in North America as well as select Troon international facilities and newstands in major markets. Troon Golf & Travel is produced in partnership with Flagship Custom Publishing.

Troon Privé Connect
Troon Privé Connect is a digital communication piece that represents the quality of Troon’s daily-fee, resort and private facilities and promotes Troon’s portfolio of properties, strategic partners and preferred vendors to members of private clubs. The e-Magazine is published six times per year (every other month) to Troon’s database of 20,000 members of Troon Privé private clubs. Troon Privé Connect is produced in partnership with Flagship Custom Publishing.
TroonGolf.com

TroonGolf.com receives nearly 700,000 visits annually, generating about 1,850,000 annual page views representing visitors from 180 different countries. The average visit is 00:02:15; 42% of visits are new visitors; 74.5% of visits are on a desktop; 16.3% on tablet and 9.2% on mobile device. The design of TroonGolf.com is being enhanced /refreshed, which will result in even better performance statistics.

5. Keep the Club Facilities and fixed assets in good working order, repair and condition, including, without limitation, making necessary replacements, improvements, additions and substitutions, to the end that the Club Facilities shall be adequately maintained, furnished, and operated in a first-class manner, all within the confines of the operating budget or if outside operating budget limitations, with the approval of the District Board of Supervisors.

   a. In the District’s name and consistent with the operating budget, negotiate service contracts and leases required in the ordinary course of business in operating the Club Facilities, including, without limitation, contracts for electricity, gas, telephone, security agency protection, pest control, maintenance, equipment and other services or assets which Manager deems advisable

   b. Supervise and purchase or arrange for the purchase of all inventories and supplies which in the normal course of business are proper to adequately maintain and operate the Club Facilities.

   c. Make recommendations as to contact approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board of Supervisors as to need for renewal or additional procurement activities and implement same.

Procurement

The Company has two corporate employees dedicated solely to procuring goods and services for our facilities at the most competitive prices and terms in the industry. Charlene Gallob, Vice President of Procurement and Kristen Goulet, Director of Retail, combine to negotiate with the golf industry’s most prominent vendors. Because of their efforts, our long standing vendor relationships and the purchasing power of more than 170 facilities worldwide, we are able to drive the most cost effective purchasing that the golf industry has to offer. Troon-managed facilities receive preferential pricing, lease terms and service through multiple vendors for maintenance equipment, food and beverage supplies, maintenance supplies, and IT equipment.

6. Timely apply for, obtain and/or renew all licenses, permits and certificates required in connection with the operation of the Club Facilities.

7. Enforce Club Rules governing the use of the Club Facilities as may be established by the District Board of Supervisors from time to time.

See Facility Operations in Section I, #1.

8. Develop and maintain a Club Facilities website which will provide for:

   a. A timely newsletter published on a monthly basis

See Sales and Marketing in Section I, #4
b. Ability to pay monthly billings online

c. Event schedules

d. Online dinner and event reservations

Technology Oversight

Access to a computer application “help desk”, access controls (user ID administration), systems design/engineering, systems management methodologies, management of enterprise applications, and enterprise connectivity, as well as assistance from a regional technology manager to coordinate the implementation of new and upgraded technologies, oversight of hardware/software procurement, establishment of strategic technology goals, and monitoring service satisfaction. Each facility is assigned a regional technology manager who provides the following services.

Specific Technology Oversight services:

- Access to systems engineers to evaluate new technology, develop deployment strategies, establish HW/SW standards and design/manage system maintenance plans

- Strategic planning to create and monitor policies/procedures, system maintenance strategy, software licensing strategy, long term infrastructure planning, and compliance management

- Project management provided to oversee technology project management, technology procurement and systems planning / budgeting
  - Point of Sale/Club Management Licensing and Support
  - Computer Hardware and Infrastructure
  - Productivity Software
  - Managed Print Services
  - Telephone Infrastructure
  - Contracted Technical Support
  - Contracted Project Support
  - Merchant Processor Services
  - Mobile Phone Contracts
  - Audio Visual
  - Security Systems
  - Backup Solutions
  - Wireless Solutions

- Application and development to ensure proper management of Troon Rewards, CRM Application, Survey application and presence on Troon website

- Shared systems to include email, Oracle HR / Payroll System (benefits.troongolf.com), Online Time & Labor System, Troon Intranet (intranet.troongolf.com) and Network Monitoring

- Help desk support to provide a single point of contact for facility support

- ID administration for email, intranet, network and Oracle to ensure compliance

- Network security to manage security policies, monitor intrusion detection, firewall firmware updates and coordinate A/V update
Section II
Financial Services

1. Supervise and maintain complete books and records, including, without limitation, the books of account and accounting procedures of the Club Facilities which books and records shall at all times, upon reasonable notice, be made available to the District or their authorized representative.

   a. All software, IT expenses and other similar and related costs related to the bookkeeping function, including but not necessarily limited to the handling of accounts payable and accounts receivable shall be included in the Manager’s fee unless specifically stated otherwise.

   b. Maintain and archive and protect all public records related to the Club including all financial records as required by law, including all State statutes governing the District.

2. Bill, handle, administer and collect all gross revenues payable with respect to the Club and the Club Facilities, with the exception of annual collections made via the tax assessment roll.

   a. Issue and mail monthly invoices to all members who incurred costs during the preceding month.

   b. Collect monthly payments due from members

   c. Notify the District Board of any delinquent accounts. Collection of delinquent accounts over 90 days old will not be the responsibility of the Manager but handled by other means as directed by the Board of Supervisors

   d. All software, IT expenses and other similar and related costs other than printing and distribution costs of the monthly invoices shall be included in the Manager’s fee.

3. Prepare a Proposed Operating Budget for each Fiscal Year and submit to the District for approval.

4. Deliver to the District Board of Supervisors within thirty (30) days after the end of each accounting period, a statement of profit and loss showing the results of the operation of the Club Facilities for the immediately preceding accounting period and for the Fiscal Year-to-date with complete detail of all items of income and expense, including an explanation of major variances.

5. Within thirty (30) days after the end of each month during the term of contract and within sixty (60) days after the end of each Fiscal Year during the term of contract, Manager shall deliver to the District Board of Supervisors a balance sheet and the related statements of income, cash flow, the District’s equity and changes in financial position for the preceding fiscal quarter or year (as the case may be), all
prepared on an accrual basis, and a comparison of actual results for such period with the operating budget.

Accounting Protocols

The Company provides comprehensive accounting oversight services from the corporate office without the use of third parties or consultants. Our Regional Controller system continues to be highly successful and cost effective method to provide C.P.A. level oversight to each facility. Weekly, monthly, quarterly and annual reports are provided to owners to ensure that operational decisions are made on current information and controls reflect accurate data. Troon’s Accounting Operational Procedures replicate those of most of the large hotel operators in the United States. In appropriate situations, the Company recommends a third tier of oversight within its Shared Accounting group. This service replaces the on-site property accounting function with a team of staff accountants, A/P clerks, and accounting managers at the corporate office.

As currently articulated, Troon anticipates applying our Regional Controller support as there will likely be an accounting presence at the facility. The cost of the Regional Controller is spread across several facilities thus providing C.P.A. level oversight at the fraction of the cost.

Regional Controller Oversight

Troon provides more comprehensive Accounting oversight services from the corporate office through our Regional Controller group. Our Finance team provides all of the services of the “Controls & Compliance Oversight” as well as the following:

- Supervises all day-to-day property accounting operations at the facility.
- Directly manages Property Accountant and related staff including interviewing, hiring, training, evaluating, and performance managing associates.
- Implements policies and procedures for the Property Accounting function, including compliance of all company standards relating to quality of products and services.
- Provides weekly, monthly, quarterly and annual reports to property owners and management for use in making operational decisions.
- Completes monthly review of all departmental income statements and balance sheet reconciliations.
- Ensures that financial statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).
- Identifies and explains significant variances from budgeted results and analyzes trends in financial results for internal management reports.
- Assists the property with external audits.
- Assesses and makes recommendations with respect to accounting related technology requirements.
Shared Accounting Oversight

Troon offers a third tier of oversight with its Shared Accounting group. This service replaces the on-site property accounting function with a team of staff accountants, A/P clerks, and accounting managers at the corporate office. This level of service is in addition to the Regional Controller oversight and includes the following:

- Managing the accounts payable function including invoice data entry, weekly check runs, and monthly statement reconciliations.
- Posting revenue and reconciling cash on a daily basis.
- Maintaining the fixed asset and depreciation schedules.
- Preparation of all month-end accruals and journal entries.
- Preparation of financial statements in accordance with Troon standard reporting format.
- Reconciling all balance sheet accounts and bank statements.
- Forecasting cash and maintaining funding requirements schedules.
- Preparing interim reports and variance analysis of G/L accounts as requested.
- Reconciling and remitting sales tax.
- Responding to all accounting related questions from the property.
Section III
Management Fee

1. Manager's management oversight of Club Facilities operations and internal corporate functions, District and office expenses, corporate software and information technology costs provided in connection with the management of the Club Facilities, including finance, payroll administration and accounting, information technology, legal and marketing services shall be included in the management fees and shall not be separately charged to the Club or District unless otherwise specifically stated herein.

<table>
<thead>
<tr>
<th>Troon Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Term</strong></td>
</tr>
<tr>
<td>Management</td>
</tr>
<tr>
<td>Five (5) full fiscal years, commencing May 1, 2015 and expiring December 31, 2020.</td>
</tr>
<tr>
<td><strong>Fees</strong></td>
</tr>
<tr>
<td>Base Management Fees</td>
</tr>
<tr>
<td>A fee equal to $140,000 per annum (to include costs associated with performing all accounting functions) to be prorated for any partial month.</td>
</tr>
<tr>
<td>Incentive Management Fees</td>
</tr>
<tr>
<td>To be mutually agreed upon annually as established goals aligning both the interests of the ownership and management company.</td>
</tr>
<tr>
<td>Centralized Service Overhead</td>
</tr>
<tr>
<td>A fee equal to 17% of all payroll</td>
</tr>
<tr>
<td><strong>Accounting</strong></td>
</tr>
<tr>
<td>Troon provides comprehensive Accounting services through support from a Regional resource and additional corporate support through our Regional Controller group. The cost of such services, without mark-up for fee or profit, shall be included in the base management fee.</td>
</tr>
<tr>
<td><strong>Termination Rights</strong></td>
</tr>
<tr>
<td><strong>Performance Termination</strong></td>
</tr>
<tr>
<td>Beginning at the end of the third (3rd) full Fiscal Year of the Term and continuing for the</td>
</tr>
</tbody>
</table>
remainder of the Term, Owner shall have the right to terminate the Agreement, without the
payment of a termination fee or penalty, on not less than seventy five (75) days prior written
notice, if, in each of the two (2) previous consecutive Fiscal Years, Gross Operating Profit does
not equal or exceed 85% of the budgeted Gross Operating Profit for such Fiscal Years. Owner
may exercise such termination right by providing written notice within thirty (30) days after
Owner’s receipt of the final determination of Gross Operating Profit for the second (2nd) of
such consecutive Fiscal Years. Failure to give such notice within such thirty (30) day period
shall be deemed to be a waiver by Owner of its right to terminate based on the Fiscal Years in
question, but shall not be deemed to be a waiver of such right with respect to subsequent
Fiscal Years. Troon shall have the right, but not the obligation, to nullify such termination by
funding to Owner, within thirty (30) days of the receipt of Owner’s termination notice, the
aggregate amount by which the actual Gross Operating Profit for the applicable Fiscal Years
was less than 85% of the budgeted Gross Operating Profit for such Fiscal Years. For purposes
of determining whether 85% of budgeted Gross Operating Profit has been achieved in a Fiscal
Year, budgeted Gross Operating Profit shall be subject to adjustment for force majeure events
and increases in expenses that are not within the control of Troon (i.e. utility rates, insurance
premiums or extraordinary items).

**Procurement**

Goods, supplies, equipment and services, may be purchased through Troon. A rebate or other
fee may be retained or charged by Troon in exchange for the provision of such purchasing
services. Total cost for items purchased through Troon must be competitive.

**Centralized Services**

Troon shall provide certain support services on a centralized or regional basis, including payroll
administration, employee and benefits administration, human resource compliance, internal
audit oversight, technology oversight and Fraud insurance. The cost of such services shall
equal 17% of the payroll. These costs shall also include all taxes and worker’s compensation.

**Payroll Administration**

Services included in this component relate to the payroll administration and processing of bi-
weekly payroll information, check printing and distribution, remittance of state and federal
taxes, set-up and remittance of garnishments, issuance of W-2’s, COBRA notification and
remittance of related payments, and other activities to help ensure compliance with state and
federal laws. This component also includes the maintenance and reconciliation of the payroll
bank account, new employee set-up and maintenance of employee payroll records and
information.

**Employee and Benefits Administration**

Services included in this component relate to the administration of employee benefits, which
includes insurance programs and the Company’s 401(k) plan, medical and flexible spending
programs, coordination of employee background checks and drug testing, EEOC reporting,
employment eligibility verification under the Immigration and Naturalization Act (Form I-9
collection and monitoring), oversight of worker’s compensation claims, Spanish translation, and
other employee-related issues.
**Human Resources Compliance**

Services included in this component relate to the production and presentation of compliance materials for all manners of associate compliance with law, including but not limited to, OSHA, NLRB, Fair Labor Standards etc., as well as guest service training materials, safety programs, harassment prevention, CPR and first aid guidelines, employee retention and other compliance driven requirements. This allocation also includes ongoing education programs for facility supervisory personnel, the administration of the facility’s comprehensive employee rewards and recognition program and assistance with employee recruitment, including posting of job openings at all facilities.

**Controls and Audit**

Services included in this component are performed by our centralized internal audit function. Internal audit personnel from the Company’s centralized accounting group perform both periodic regularly scheduled and surprise, audits of each facility. Based upon the results of the audit, the facility will receive recommendations of new standard policies or improved internal control enhancements related to operational and accounting processes.

**Technology Oversight**

Services included in this component relate to access to a computer application “help desk”, access controls aimed at reducing facility liability, user ID administration, systems design/engineering, systems management processes, management of enterprise applications and connectivity, as well as assistance from a regional technology manager to coordinate the implementation of new and upgraded technologies, oversight of hardware/software procurement, establishment of technology goals, and monitoring service satisfaction.

**Fraud Insurance**

This covers the insurance premiums for Employee Theft and Fraud Insurance, which provides coverage against employee fraud and theft with a nominal deductible.

**Annual Plan**

Owner shall have approval rights on both the Facility’s Annual Plan, which shall include operating and capital budgets.

**Employees**

Troon shall employ all of the associates.
Section IV
Reference

Please find below the contact information for our reference. This individual serves as our main contact and works closely with Troon.

Colonial Country Club
9181 Independence Way
Fort Myers, FL 33913
(239) 768-9421

Mr. Gary Shambaugh
Member and Former Board President
Colonial Country Club
9024 Shadow Glen Way
Fort Myers, FL 33913
Phone: (908) 415-5665
Email: garysmtgmn@aol.com

Colonial Country Club in Fort Myers, Florida, features a beautiful Clubhouse with lake and golf course views - a favorite for weddings, banquets and special events. The tennis program includes eight Har-Tru tennis courts, two hard courts, and a full-service tennis pro shop located in the Community Center. For the members enjoyment, also offered is a resort swimming pool and Jacuzzi, a large deck area for sunning and lounging, a poolside Snack Bar, indoor private fitness center with state-of-the-art equipment, along with aerobics room, private massage rooms, meeting room, book exchange library and business center. Colonial Country Club - your place to live; your place to play.
Mr. James Shea  
Board Supervisor  
Venetian Community Development District  
102 Pesaro Drive, North Venice, FL 34275

February 20, 2015

Dear Mr. Shea,

Thank you for the invitation to bid on the amenity management services for the Venetian River Club. We believe our core values of Leadership, Service, Relationships and Success are central to both the Venetian community’s and our company’s success. Having a proactive approach to building a “Lifestyle” that is both comfortable and enjoyable for the Venetian owners and guests is our joint effort and primary goal.

Enclosed in the following documents you will find a summary of qualifications, completed proposal form, proposed contract and an overview of Vision Golf & Association Management and the services we provide for the Board of Supervisor’s review. We are confident that our proven record of accomplishment in improving member service, operational efficiencies, quality, and member lifestyle combined with our unique expertise in both Country Club and Bundled Membership Communities make Vision a perfect fit for management of the Venetian River Club.

We look forward to meeting you and the selection committee for a collective discussion on the management of the River Club and are confident that our commitment to excellence and experience align well with the expectations and desired results of the River Club membership. Please do not hesitate to give us a call if there is any additional information that you may need to make your decision.

Respectfully,

Bill Bower  
Managing Partner

Simon Coulls  
Managing Partner

Leadership  Service  Relationships  Success
Vision Golf & Association Management has been providing Club and Community Management services for more than 20 years.

Vision’s executive team has 100+ years of combined industry experience in all aspects of Community and Club operations including: Accounting, Human Resources, Food & Beverage, Tennis, Fitness, Social Activities and Common Ground/Landscape.

Vision Golf & Association Management is currently engaged for the operational management of 7 full-service country clubs and more than 100 Home Owner/Condominium Associations.

Vision’s executive team is hands on and engaged in each managed facility.

Vision has extensive experience working with Bundled Membership communities controlled by either community development districts or home owner associations and has been engaged in several developer turnovers.

We are committed to delivering exceptional lifestyle experiences to members and owners.

Vision is a Full-Service Management Provider with in-house solutions for Accounting Services, Human Resources and Amenity Management.

In addition to participating in the Entegra program, Vision has national procurement agreements with variety of vendors including direct agreements with Food & Beverage purveyors.

Vision has extensive experience with the IBS Point of Sale System
- Multiple managed clubs operating on the IBS point of sale platform
- Ability to directly integrate with Club’s network and IBS Accounting Module
- Experience will all aspects of on-line statements and credit card billing
- Experience with Clubessential website integration

Our Mission
To enhance quality of life of our club members & guests, community residents, employees and families.

Our Vision
We serve and lead distinctively because of our strategy, inspiration, and performance that combines the best of both country club and homeowner association services—branded for leadership, professional staff excellence, and financial management—

Leadership  Service  Relationships  Success
Vision Golf & Association Management is committed to be an industry leading management company and exceed the expectations of our clients through integrity, ethics and service.

Leadership  Service  Relationships  Success
WHY VISION GOLF MANAGEMENT

Vision Golf & Association Management is a full-service Management Company based in Fort Myers, FL formed exclusively to operate Private & Semi-Private Country Clubs; HOA, Condo & Community Development District Recreational Facilities and associated HOA and Condominium associations.

Our experience includes the management of a diverse portfolio of exceptional clubs & recreational facilities and more than 100 HOA and Condo associations. Characteristics unique to Vision include our integrated Community Association Management division, our extensive work with bundled country club communities, multiple national and regional developers and our effectiveness to lead when transformational change is required. By engaging the services of Vision Golf & Association Management our clients benefit from our 100+ years of combined industry experience that encompasses all of the specific disciplines required for successful club and community management.

OUR MISSION

To enhance quality of life of our club members & guests, community residents, employees and families.

OUR VISION

We serve and lead distinctively because of our strategy, inspiration, and performance that combines the best of both country club and homeowner association services —branded for leadership, professional staff excellence, and financial management—

LEADERSHIP

✓ We help boards, owners, staff and other invested parties govern effectively through our leadership, industry expertise, planning, and management support.
✓ When a Club or Association is distressed we have the drive, resources, experience, and decisiveness to achieve transformational change.
✓ Personal leadership and professional development strengthen our capacities and services.
✓ We are known for distinctive people and organizational development that attracts clients, associates, partners, and alliances who share our vision and values.

Leadership  Service  Relationships  Success
SERVICE
✓ We combine exceptional leadership, professional management, accounting and consulting services delivered with positive customer service to achieve desired results and experiences.
✓ We are foresighted, comprehensive, and methodical in meeting goals and keeping promises.
✓ Services are customized to client needs based on our innovative proprietary systems, established best practices and years of experience.
✓ We provide clear, timely, and accurate communication on goals, actions, costs, and results.
✓ Boards/Owners achieve goals for leadership, financial stability, and fulfillment—with less stress.

RELATIONSHIPS
✓ We conduct our business adhering to high personal and professional ethical standards.
✓ We earn trust with integrity, responsibility, respect, openness, and clarity.
✓ The heart of our company transcends “making a living”—we serve and improve lives.
✓ We nurture successful, meaningful, long-term relationships.
✓ If we make a mistake, we own it, make fair corrections, and improve for the future.

SUCCESS
✓ Continuous personal and organizational improvement is part of our corporate culture.
✓ We are driven by stewardship and the pursuit of excellence to make our work the best.
✓ We provide our clubs and communities power in purchasing, best practices, and systems.
✓ We keep promises to earn advocacy with clients, partners, and suppliers.
✓ We set an example in our industry for positive leadership, service, development, and results.

BRANDED DISTINCTIONS

Owner-led Management  Turnaround Leadership
Golf & Homeowner Association Services  Financial Management Services
Board Leadership & Governance  Professional Staff Development

Leadership  Service  Relationships  Success
Vision's Professional Team has the expertise to manage food and beverage programming ranging from formal tableside service and hosting special events to snack bars providing barbecues and grilled foods at the turn. We provide leadership and direction to onsite Food and Beverage Managers as well as having the responsibility for the solicitation, selection and procurement of economically viable long-term vendor relationships, which produce substantial savings to our managed facilities, while increasing quality and service.

Our Food and Beverage Managers are skilled in cost & portion controls, inventory management, maintenance of par systems and personnel training. They are trained professionals who are equally comfortable with dining room management as they are with expediting orders in the kitchen. They focus on compliance with local health department codes and liquor controls as well as maintaining up to date licensing.

**Food and Beverage Services Include:**

- Member Special Events
- Food & Beverage Buying Plans
- Menu and Recipe Development
- Food and Beverage Handlers Compliance Training
- Inventory Management
- Food Preparation
- Counter and Dining Room Service
- On-Course Beverage Cart Service
- Catering and Event Sales
- Banquet Services
- Bridal and Wedding Services
- Safety and Sanitation

*Leadership — Service — Relationships — Success*
Effective financial management brings our clients peace of mind. Vision utilizes a well-established system for managing the accounting matters of our clubs & associations, including the use of consistent policies and procedures for the collection, receipt and deposit of all revenues; cost estimating and reporting; maintenance and payment of invoices; and preparation of budgets and reports. We go to great lengths to ensure accurate and timely financial reporting, maintaining strict adherence to GAAP and all applicable government regulations.

Vision’s team of accountants and accounting support personnel are experienced working with all major club accounting / point of sales systems to produce monthly income statements, balance sheets, and projected cash flows in addition to capital expenditure planning, out-year pro forma, and annual budgets. Our firm’s internal controls – cash handling, invoice reconciliation, inventory management, and payroll verification - are rock solid.

Our approach to risk management and insurance gives you peace of mind, knowing that your asset is well-protected. Licensing and other government requirements are tracked and managed daily to ensure the business remains compliant with all regulations.

**OUR CENTRALIZED ACCOUNTING SERVICES INCLUDE:**

- Bank Account Management and Access to Proprietary Banking Relationships
- Cash Management / Control / Reconciliation / Forecasting
- National Account Procurement Agreements / Vendor Negotiations
- Bank Loans / Lease Applications
- Monthly / Annual Financial and Variance Reports
- Annual Budgeting & Pro Forma Forecasting
- Accounts Payable / Receivable
- Information Technology
- Inventory Management
- Sales & Other Use Tax
- Maintenance of all Required Permits and Licenses
- General Ledger Maintenance
- Risk Management and Insurance

*Leadership  Service  Relationships  Success*
Recreational Facilities

Delivering exceptional lifestyle experiences is the core of what we strive to accomplish in each of our managed communities and clubs. Vision’s team of managers has extensive experience in amenity and recreational facility management, maintenance and programming.

Recreational Facility Services Include:

- Tennis Operations
- Aquatics
- Full Service Spa Operations
- Lifestyle Activity & Event Planning

Leadership  Service  Relationships  Success
HUMAN RESOURCES:

In order to succeed, you must have a talented Team of customer-focused associates with a strong drive to succeed, grow, and prosper. We build our Teams by actively recruiting the best people in the Club and Association industries, and training them to deliver an outstanding customer experience; we provide support, resources, and guidance to allow employees to perform their best.

HUMAN RESOURCE SERVICES INCLUDE:

Recruiting & Hiring
Enforcement & Training - EEO/Affirmative Action Policies
Employment Policies and Procedures
Job Descriptions
Job and Management Training
Benefits Management
Performance Review
Compensation Review
Collective Bargaining Relations
Termination and COBRA Compliance
Payroll Management
Drug-Free Workplace Compliance
Harassment-Free Workplace Compliance
Safety and OSHA Compliance
Workers Compensation Insurance

Leadership — Service — Relationships — Success
Golf Operations

Vision provides cost-effective management and direction to all facets of the golf operation. Without efficient and foresighted management clubs often fail to meet the fiscal demands for long-term sustainability, satisfy member/guest expectations, or protect the assets of the ownership. We help you define the facility’s current needs and lead in planning the future success of the Club.

Our Golf Operations Services Include:

- Selection, Training and Development of Golf Operations Staff
- PEAK Service Training
- Club and Membership Marketing
- Yield Management
- Cost Containment
- Inventory and Accounting Controls
- Development of Club Rules and Regulations
- Cart Fleet Management
- Retail Merchandising
- Point-Of-Sale Management
- Outside Event Marketing and Management
- Golfer Development Programs
- Clubhouse Maintenance

Leadership  Service  Relationships  Success
AGRONOMY

In order to create the most value for the owners of our operated facilities, Vision Management's goal is to deliver unparalleled levels of customer service and golf course conditioning.

Our management philosophy is simple: provide members and guests with a world-class experience each and every time they visit the facility. In doing so, Vision Golf Management operates efficiently and in a manner that generates unparallel course conditions. Maintenance plans specifically tailored to each golf course are developed utilizing Vision Golf Management's proprietary agronomic programs. Our Professional Team has exceptional expertise in applying current scientific principles to today's agronomic issues and can translate that knowledge into successful agronomic programs. Our years of experience, in conjunction with a deep respect for the natural environment yield efficient operations, superior turf conditions and extraordinary golf experiences.

VISION'S AGRONOMIC SERVICES INCLUDE:

Agronomic Planning / Turfgrass Science
Environmental Planning / Compliance
Turfgrass Maintenance
Workplace Safety / OSHA Compliance
Pest Management
Water and Irrigation Technologies / Water Management Compliance
Equipment Maintenance, Repair and Preventative Maintenance Programs
Course Renovation Projects
Facilities Maintenance

Leadership  Service  Relationships  Success
Consulting / Strategic Planning

Using the knowledge and experience of the Vision Golf Management team, our consulting services can provide banks, owners, ownership groups, and board of directors with sound, efficient, professional advice on any matter concerning the development or operation of a golf facility. These services include:

- **Golf Course Operations**
  Our team provides a thorough evaluation of current operations as well as follow-up with an analysis and recommendations. The analysis and recommendations will include the following areas: Overall Agronomy, Finance, Marketing & Public Relations, Food & Beverage Service, Merchandise, and Instruction.

- **Asset Evaluation**
  Our team will review the overall operation and competitive market conditions and prepare pro formas on how we would operate and manage the facility. We also analyze and determine current asset value and potential asset value with enhanced operations.

- **Short Term Crisis Management and Stabilization**
  Our team is experienced with a proven track record to implement immediate controls on cash, labor, and inventory management. We initiate a strategic program to protect the operation from ongoing business depletion that includes short-term marketing strategies. We emphasize controlling the operation through expense management and tight operating controls. Asset protection and stabilization are our primary focus under these guidelines.

- **Course Renovation**
  A complete site analysis and evaluation is available. Through this analysis, a detailed renovation plan is created which includes a timeline and completion pro formas. Budget Categories include: Mobilization, erosion control, clear and grub, dirt work, shaping, lake/pond construction, storm water management, drainage, irrigation, green construction, bunkers, tees, bridges and cart paths, planting, grow-in, and buildings.

- **Complete Financial Evaluation**
  Our team offers assistance and guidance with accounting structure, systems (including point of sale and tee time), control & forecasting procedures, cost expense management, budgeting, reports, tax service, finance and re-finance.

- **Marketing & Public Relations**
  The following marketing and public relations tools are available: Membership enhancing, positioning, program planning, promotions, public relations, market analysis, media schedules, group packaging and group travel, contracts, and detailed timelines.

- **Food & Beverage Service**
  We offer a complete departmental evaluations including staffing & training, menus, purchasing, inventory control and costing, accounting, and marketing programs.

- **Merchandise**
  Our team has extensive experience in the areas of costing, inventory controls, receiving checklist, shop flow, purchasing structure, programs, and vendor lists.

Leadership  Service  Relationships  Success
The Vision Formula — Eight Steps to Success:

When the Vision Team is engaged there are specific steps that we perform to fully access the facility's current status as well as to chart a positive path for the facility’s future. These steps are summarized below.

**Goals and Objectives:** Our initial focus with each client is to develop a true understanding of what the specific goals and objective are for the facility. Our Executive Team will spend time with key representatives from the facility including Board of Directors, Owners, and employees to ask specific questions and listen carefully. This information is analyzed and combined with our extensive knowledge base in all aspects of club operations. Not only is it important for the property to establish a solid direction for the future, it is imperative to match those plans to the economic profile of the community, the desires of the ownership group and the overall potential of the facility.

**Internal Evaluation:** Once we identify and understand the scope of the project, we begin with a detailed assessment and evaluation for each area of the operation. This will include reviews of the operating procedures, standards and service levels, personnel, assets, agronomic programs/course conditions and marketing plans. Our evaluation utilizes the years of experience from our Executive Team to assemble information and measure the business guidelines against Vision Golf Management’s proven formula for success.

**Summarize Findings:** Following the internal evaluation (typically after the first month of engagement), a detailed summary of current operating standards is compiled along with our recommendations for changes/improvements to maximize the efficiency for each department.

**Facility Plan:** At the conclusion of the analysis phase, a detailed plan is created with the direct involvement of all identified Stakeholders. The customized plan is based on specific standards and operating procedures developed to achieve the leadership’s objectives. This roadmap is clear, concise, and measurable.

**Implement and Execute:** Following development of a customized plan specific to the needs of the facility, it is then implemented via the Vision Executive Team. Our Executive Team works closely with Club staff and leadership to ensure that each area of the transition plan is executed accurately and consistently. These include facility audits, training, professional development, budget forecasting and consistent communication.

**Evaluate and Measure:** With each facility, our Team is constantly evaluating and measuring defined desired results based on specific task and timeline criteria. Club operations, like any business, face ever-changing scenarios and it is imperative that the business is monitored daily. The Vision Advantage allows for this consistent oversight by our Team of industry experts.

*Leadership  Service  Relationships  Success*
Modify and Monitor: Facility goals are measured daily, monthly, quarterly and annually. We monitor progress and adjust operating plans to changing market conditions. During this phase, any modifications to the operating plan or procedures are implemented and adjusted within the day-to-day operations as well as the master plan of the facility. Major modifications to the master plan are always presented to the Club’s leadership group for discussion prior to implementation.

Vision PEAK Performance
All employees are fully trained under our proprietary PEAK Performance Training Program. This program is specifically designed to meet the needs of a Club’s operating structure focusing on the traits and service requirements necessary for the successful delivery of exceptional member and guest experiences.

(P) rofessional (E) thical (A) ppreciative (K) nowledgeable
Experience and Background

Vision Golf Management and its' Executive Team, operates or has had management responsibility at the following list of Facilities.

Current Properties under Management
Heritage Bay Golf and C.C., Naples, FL – Semi-Private
Cypress Woods Golf and C.C., Naples, FL – Private
Heritage Palms Golf and C.C., Fort Myers, FL – Private
Lake Forest Yacht and Golf Club, Daphne, AL – Semi-Private
The Villages of Country Creek Golf Club, Estero, FL – Semi-Private
Cypress Lake Country Club, Fort Myers FL - Private
Bonita Bay Marina/Backwater Jacks, Bonita Springs, FL - Private

Other Management Experience
Limestone Springs, Birmingham, AL - Semi-Private
River Strand Golf and C.C., Bradenton, FL - Private
Waterlefe River Club, Bradenton, FL - Private
Bonita Bay Club, Bonita Springs, FL – Private
Cedar Hammock Golf and C.C., Naples, FL - Private
Twin Eagles, Naples, FL - Private
Robert Trent Jones Golf Trail, AL - Public
Naples Heritage C.C., Naples, FL - Private
Stoneybrook Golf Club, Estero, FL - Public

References
Dave Donaldson · Treasurer, Heritage Palms Golf and Country Club · (239) 274-9474
Mary Ann Hampton · President, Lake Forest Yacht and Country Club · (205) 393-2656
Dave Immoman · Treasurer, The Villages at Country Creek · (239) 498-0743
Ed Rodgers · COO, Cypress Lake Country Club · (239) 481-1333
John Clark · FL President, Mutual of Omaha Bank · (239) 261-2045
Nathan Phillips, CPA · Managing Principal, Phillips Harvey Group · (239) 566-1600
John Stroemer, CPA · Managing Partner, Stroemer & Co. CPA · (239) 433-1002
Kim Worrel · President/COO, Pinnacle Golf Properties · (704) 714-7654

Leadership √ Service √ Relationships √ Success
Executive Staff Bios

Bill Bower
Managing Partner

Bill is the co-founder and President of Vision Golf Management. He is a Class A member of the PGA of America with over 20 years of experience in private, semi-private and public golf operation management. He has extensive experience leading and managing multiple club operations as well as new course construction. Bill began his experience in amenity management at the Robert Trent Jones Golf Trail, and followed that experience by serving as Senior Manager for 10 years with the Bonita Bay Group, a Bonita Springs based developer. Bill was an integral part of the team that established the Bonita Bay Group’s amenities management division, which was established to manage golf clubs, marinas, retail restaurants and community association operations for master-planned communities throughout Southwest Florida. Bill is a graduate of Indiana University, he and his wife Heather have three children, Claire, Luke, and Caleb.

Simon Coulls
Managing Partner

In 1980 Simon started his professional golf career in Scotland serving for seven years at the world-renowned Turnberry Hotel and Golf Courses. He was involved in the 1983 British Amateur, 1986 Open Championship and two Senior British Opens. He is a member of both the British PGA and the US PGA.

After spending a year at Shoal Creek, in Birmingham, AL, on a temporary visa, Simon returned to Europe in 1988 to further his management experience spending three years in The Netherlands at Golf Club Zwolle followed by three years at GolfanLage Schloss Ludersburg in Northern Germany.

In 1994, Simon returned to the United States to join the executive team of SunBelt Golf Management and was instrumental in the development and operation of multiple Robert Trent Jones Golf Trail facilities.

In 1997 Simon moved to Naples, Florida to work for The Bonita Bay Group as the Director of Club Operations and then returned to Alabama in April 2001 to join the Honours Golf Corporation as Vice President and General Manager of Limestone Springs, an 800 acre master planned community.

In addition to his global club operations experience, Simon is a licensed community association manager with extensive experience in managing active lifestyle communities of all sizes.

Leadership / Service / Relationships / Success
Bill Donathan  
Chief Financial Officer

Bill has over 20 years experience in club and corporate finance. In his role of Chief Financial Officer, Bill is responsible for all financial aspects of the Vision Golf & Association Management portfolio. Bill has extensive experience with multiple course properties and multiple club management operations. His background includes serving as the controller for the Bonita Bay Group managing club and community association operations throughout Southwest Florida. Bill also has extensive experience in IT and network operations. Bill played baseball for Louisiana State University where he received his B.S. in Accounting.

**Senior Leader Bios**

Laura Bialy  
Corporate Controller

Laura has over 24 years of accounting and finance experience primarily in the Country Club and Resort industries. In her role as Corporate Controller, Laura has overall responsibility for the financial reporting, cash management and information technology functions of the company. Prior to joining Vision, Laura held the position of Assistant Controller for Resorts International and Senior Staff Accountant for Troon Golf. Laura hold a Bachelor’s Degree in Accounting and Management, is a CPA candidate and is a licensed Community Association Manager.

Rob Wright  
Corporate Food and Beverage Director

Rob was born into the service industry. His grandfather was an A&W Root Beer franchise owner and his father was a Hotel and Restaurant graduate from Michigan State University, who started his own fine dining management company which operated restaurants and clubs in San Francisco, Chicago, Indianapolis and New York City. Rob has an undergraduate degree from Butler University and an MBA from Indiana University. After working in France, for Chateau Margaux, Rob joined his father’s firm at the up-scale restaurant Latour in Indianapolis, the same restaurant to which his father brought Chef Wolfgang Puck. Twelve years later, Rob left his father’s firm to manage and gain experience at various yacht clubs, city clubs and country clubs. This experience provided Rob the opportunity to manage some of the finest clubs in Florida as well as facilitate the successful openings of multiple country clubs. Rob is a licensed Community Association Manager, earned the prestigious Certified Club Manager designation in 1987 and in 2006 advanced to the next level of club management, achieving Honor Society status.

*Leadership  ~  Service  ~  Relationships  ~  Success*
Joe Fenner
Corporate Agronomist

Joe has been actively involved in golf course maintenance and construction since 1986 and has extensive experience as a golf course superintendent in both private and public golf operations. Since joining the corporate staff at Vision, Joe has overseen the development of 7 golf course communities throughout Florida and most recently has directed ultra-dwarf greens renovation at several managed facilities. In his role as corporate agronomist, Joe regularly develops business plans, yearly budget forecasts and oversees golf and common ground maintenance throughout Vision’s portfolio of managed facilities. Joe is a graduate of the University of Florida and Lake City Community College and is an active member of the GCSAA / FGCSA & the FTGA.

Daniel Thron
Club Operations

Dan is a life member of The PGA of America (PGA) and a licensed Community Association Manager in the State of Florida (CAM) with over 30 years of experience in real estate and country club management. Dan has specialized in golf course operations and HOA management with extensive experience in development, construction, budget development and pre-opening for multiple national developers. Dan has a proven track record as a high-energy, action-oriented manager with leadership skills in building “Star Teams”. Dan is able to quickly assess a situation, develop an action plan, and implement the solution with proven expertise in achieving organizational excellence by helping others achieve their goals.

Dan majored in marketing in college and has a PHD in Life. Dan and his wife Michele have two children Brandon and Cody. In his spare time Dan enjoys Golf, Fitness and Reading.

Valerie Nolin
Director of Association Management

Valerie is a licensed Community Association Manager with vast experience working with both developer controlled and turned over HOA and Condominium associations in Florida. As the director of Association Management Valerie wears many hats but has special emphasis to ensure that all association managers have a clear understanding of Florida statute as well negotiating with vendors and establishing policies and procedures for the department. Valerie is particularly experienced with management transitions, developer acquisitions and working with associations with collection/delinquency challenges.

Leadership  Service  Relationships  Success
VENETIAN COMMUNITY DEVELOPMENT DISTRICT

PROPOSAL FORM

To: Venetian Community Development District

From: Vision Golf & Association Management

(Proposer)

In accordance with the Request for Proposal for Amenity Management Services for Venetian Community Development District, the undersigned agrees to provide all services as described in the Request for Proposal.

Acknowledgements: The undersigned acknowledges, by the below execution of this Form, that all information provided herein has been provided in full and that such information is truthful and accurate. The undersigned agrees through submission of this form all pricing information is valid for the fiscal years specified, and if awarded the management on the basis of this proposal to enter into a contract agreement within fourteen (14) days after receiving notice of the award or within a timeframe as otherwise extended by the District. Proposer understands that inclusion of false, deceptive or fraudulent statements constitute fraud; and, that the District considers such action on the part of the proposer to constitute good cause for denial, suspension or revocation of a submitted proposal.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District and/or its authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the proposer.

The undersigned certifies that he/she has reviewed and examined all documents, specifications, terms and conditions as applicable for this Request for Proposal, and that he/she is thoroughly familiar with all provisions and the quality and type of services specified. The undersigned further declares that he/she has not divulged, discussed, or compared this proposal with any other offeror and has not colluded with any offerors or parties to the proposal whatsoever.

The proposer agrees, if this RFP is awarded, to contract with the Venetian Community Development District to furnish all services contemplated by the proposal. The proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

I. Amenity Management Services

   a. Lump Sum Fee for all Amenity Management Services as stipulated in the "Scope of Services - Amenity Management Services" Sections I, Administrative and Management Services and Section II, Financial Services.
i. Fixed Sum per year, basis One (1) Year Contract:

Seventy-Eight Thousand Dollars
($78,000) Annual

ii. Fixed Sum per year, basis Two (2) Year Contract:

Seventy-Five Thousand Dollars
($75,000) Annual

iii. Fixed Sum per year, basis Three (3) Year Contract:

Seventy-Two Thousand Dollars
($72,000) Annual

b. Percentage burden to be added to wages paid onsite employees to cover all payroll taxes and fringe benefits. Note: Holiday pay and vacation time, if any (to be mutually determined) shall be considered as wages and not a fringe benefit.

Thirty Percent (30%) Full-Time Staff

*Fifteen Percent (15%) for Part-Time Staff

(Benefit Information Attached)

NAME OF PROPOSER: Vision Golf & Association Management

ADDRESS: 11691 Gateway Blvd. Suite 203

Ft. Myers, FL 33913

PHONE: (239) 561-1444

EMAIL: Billb@VisionGolfManagement.com

SIGNED BY: William Bower

TITLE: President

DATE: February 20, 2015

IF A CORPORATION, INCORPORATED IN THE STATE OF Florida
MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into this _____ day of __________, 2015, by and between VENETIAN COMMUNITY DEVELOPMENT DISTRICT, hereinafter referred to as the “CLUB” and S&S Golf Management, INC., DBA Vision Golf & Association Management, a Florida Corporation, hereinafter referred to as “VISION”.

WITNESSETH:

WHEREAS, the CLUB desires the benefit of the experience and the services of VISION upon the terms and conditions set forth in this Agreement and VISION is willing to accept certain accounting, financial, and consulting services, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, it is covenanted and agreed by and between the parties hereto, as follows:

SECTION I

TERM OF AGREEMENT

1. The Term of this Agreement shall be for a three (3) year term commencing on ________________, 2015 and shall terminate on the _____ day of __________, 2018.

2. This agreement may be terminated with or without cause by either party providing 60 day written notice to the other of intent to so terminate, with both parties being obligated to continue to provide the considerations provided herein during such 60 day period. Nothing contained in this paragraph impairs either’s party in respect to any other rights of termination or redress as provided by law.
SECTION II
SERVICES TO BE PROVIDED BY VISION TO CLUB

A. ACCOUNTING SERVICES.
   a. VISION shall maintain CLUB’s general ledger including the recording of all receipts, expenditures, assets and liabilities all in accordance with Generally Accepted Accounting Principals (GAAP).
   b. VISION shall prepare monthly statements that are customized to the CLUB’s requirements and at a minimum will include balance sheet and income statements by department that disclose monthly and year to date actual receipts and expenditures compared to budget with related variances and such other reports as are reasonably requested by the Board.
   c. Draft financial monthly statement to be delivered by 12th of month following the month being reported or five (5) working days following receipt of complete information from CLUB.
   d. Deliver final monthly statement via E-Mail to the Board Directors by the 18th of the month following the month being reported or 2 working days after receipt of changes from the CLUB.
   e. Prepare and deliver with the monthly financial statement a detailed variance report customized to the Board’s requirements.
   f. Provide draft of year end monthly statement to the Board of Supervisors by the 20th of January or 5 working days following receipt of full information from the CLUB. Deliver to the Board, Club Manager and each of the CLUB’s directors by e-mail the final statements no later than the 30th of the month or 2 working days after receiving final changes from the CLUB.
   g. Provide off-site storage of all records related to the CLUB’s functions as required that VISION manages until the year end audit complete. Supply copies to the CLUB upon request.
   h. Reconcile bank and investment accounts to the general ledger and identify and locate any missing items not posted through point of sale system or the lockbox with proper separation of duties to assure adequate internal control.
   i. Reconcile all balance sheet items monthly.

B. FISCAL AND CASH MANAGEMENT SERVICES.
   a. VISION, all pursuant to and within the controls, procedures and authority approved by the Board and the CLUB’s governing documents, shall maintain the cash, bank, and investment accounts, including (i) collecting all funds from the operations and receivables of the CLUB through agreed upon lockbox procedures, (ii) deposit such funds into bank deposits insured by the FDIC, (iii) oversee the transfer of such funds between operating and investment accounts as warranted, such accounts to be fully insured by the FDIC and such investment accounts being compatible with the CLUB’s governing documents limiting investments to those fully insured by the FDIC or backed by the full faith and credit of the United States, and properly accounting for all such cash , cash equivalent and investment accounts in accordance with GAAP. VISION shall monitor available investment returns and make recommendations to the CLUB.
treasure or appointed representative relative to investing CLUB funds within the CLUB’s governing documents or investment criteria or policies as directed by the treasurer.

b. VISION shall maintain and provide as requested by the CLUB, copies of bank and lockbox statements, advices, deposit and withdrawal slips, transaction confirmations and the like, as well as a daily cash position record.

c. VISION shall assure the proper processes for the recordation, collection and timely remittance of sales tax returns and sales tax associated with CLUB operations as required by law.

d. VISION shall prepare and present to the Board for approval the CLUB's annual budget.

e. Maintain the cash and bank accounts by collecting all funds derived from the operation and depositing them in the bank accounts and by making withdrawals, within the authority authorized by the board, for the purpose of either paying club expenses or transferring between accounts.

f. Provide copies of bank statements, advices, deposit slips, withdrawal and any other bank or security transaction that the General Manager or Treasurer requests.

g. Monitor the cash position of the CLUB and make recommendations to the for investments to maximize the CLUB’s investment return, while assuring the investments are in instrument is either backed by the full faith and credit of the United States, or in deposits which are in institutions and beneath the maximum guaranteed by the FDIC.

h. Provide the necessary information that will assist auditors in conducting sales tax and insurance audits.

i. Assist outside auditors in providing the necessary accounting and financial records to complete the annual audit.

j. Maintain a record of capital assets, track new capital purchases and remove phased out assets to assure proper endorsements.

C. ACCOUNTS PAYABLE & PURCHASING SERVICES

a. VISION shall provide the CLUB with all participation benefits derived from VISION’s national buying and discount programs.

b. All company agreements and/or contracts with any third party such as vendors, contractors, subcontractors, etc., that are subject to direct reimbursements will be totally transparent to sub-levels. Any and all monies paid outside of that contract or agreement as commissions, rebates, or any other form of payment shall be passed onto the CLUB in full. A quarterly review of the buying/discount programs and rebate monies earned will be submitted to the CLUB quarterly.

c. Review all invoices to be paid to assure discounts available to the CLUB as a result of the VISION buying power and national discount program are taken.

d. Oversee procedures to track inventory purchases, to assure the recordation of such purchases, invoices and inventory, to assure that the inventory deliveries match those invoiced, the assurance that invoices are properly approved and paid on a weekly basis and to assure that all insurance premiums are timely paid such
that the CLUB’s insurance coverage’s are maintained in force to guarantee proper accounting and accrual in accordance with GAAP.

e. Review general ledger to determine proper classification and missing invoices for accrual of income and expenses.

f. Cut and deliver checks weekly to pay invoices on a timely basis to assure all available discounts are received by the CLUB.

D. PHYSICAL MANAGEMENT.

a. Direct and order to be done those things which are necessary to maintain the CLUB assets and facilities in accordance with the provisions of the Governing Documents and the operating budget as approved by the Board.

b. Enforce the Club’s Rules and Regulations

c. Employ and supervise at CLUB’s expense, any employees that are, in fact, hired by VISION that are required for the operation and maintenance of the CLUB. Under this Agreement, the CLUB authorizes VISION to hire and fire any employees, sub-contractors, etc. engaged on behalf of the CLUB. All remuneration payable to VISION for salaries, tax and other expenses payable on account of such employees shall be operating expenses of the CLUB and shall be paid by VISION out of the funds of the CLUB.

d. VISION, as required, and at the expense of and in the name of the CLUB, shall purchase all necessary supplies; enter into all necessary contracts for landscaping, electricity, gas, telephone, refuse, disposal, extermination, and for any other utilities or services which VISION shall reasonably consider necessary and advisable; and make ordinary maintenance, repairs, replacements and alterations; provided that expenditures for any betterments, enhancements and/or alterations which are not already provided for in the budget shall not exceed the sum of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00), without the written consent of the CLUB, unless such expenses are made under circumstances which VISION shall reasonably consider to constitute an emergency.

e. Notwithstanding anything to the contrary contained in this Article and the limitations herein imposed, on behalf of the CLUB, VISION may, without prior consent, expense any amount or incur contractual obligations in any amount required to deal with emergency conditions which may involve a danger to life or property, or may threaten the suspension of any necessary service to the CLUB.

f. Everything done by VISION under the provision of this Article shall be done as an agent for the CLUB, and all obligations or expenses incurred hereunder shall be for the account, on behalf, and at the expense of the CLUB. Any payments to be made by VISION hereunder shall be made out of such sums as are available in the banking or investment accounts of the CLUB. VISION shall not be obliged to make any advance to or for the account of the CLUB or to pay any sum, except out of funds held or provided as aforesaid, nor shall VISION be obliged to incur any liability or obligation for the account of the CLUB without assurance that the necessary funds for the discharge thereof will be provided.

g. This Agreement does not create an employer-employee relationship between CLUB and VISION, but rather an independent contractor-principal relationship. CLUB and VISION shall each be solely responsible for compliance with applicable tax and/or employment laws as such law impacts each party's

Accepted by:
respective businesses. VISION agrees that it will maintain in full force and effect, at all times, workers' compensation and employee liability insurance which such insurance shall comply with Florida law.

h. VISION shall further pay any and all necessary expenses, at the expense of the CLUB, which the CLUB deems necessary to the successful operation of the CLUB.

E. ADDITIONAL SPECIFIC RESPONSIBILITIES.
In addition to the foregoing, as directed by the Board of Directors, VISION shall be directly responsible for the general operation of the dining rooms, tiki bar and kitchen facilities, tennis and fitness and activities; and maintenance of all common grounds.

F. CONSULTING SERVICES
VISION will maintain expertise within its employ to consult, as requested by the CLUB, on accounting, financial, budget, food and beverage operations, fitness, tennis and activity operations, attending department, management, committee, and board meetings as warranted to provide such consultation.

H. INSURANCE
a. VISION agrees to carry at its own expense on VISION Employees:
   i. Worker's Compensation Insurance in compliance with Florida Employers Liability Act and all amendments thereto.
   ii. Auto Liability Insurance with minimum limits of liability for bodily injury of $100,000 per person, $300,000 per accident and $25,000 for property damage.
   iii. Fidelity Bonding on its employees and/or agents engaged in the operation of the CLUB in an amount not less than $1,000,000.00 or the total amount of the CLUB's funds over which VISION exercises control.

b. The CLUB shall use its best efforts to name VISION as an additional insured on all of the CLUB's insurance policies including, but not limited to, general liability insurance policies, directors and officers policies and fidelity bond, which shall be maintained in full force and effect during the entire term of this Agreement and in such amounts as the CLUB and VISION may agree. Association agrees to provide proof of same to VISION upon request by VISION.

c. VISION at the request of the Board will secure bids on all insurance policies for the CLUB; evaluate and recommend coverage accordingly.
SECTION III

COLLECTION AND REMISSION OF INCOME

VISION shall collect all funds derived from the operation of the aforementioned CLUB which shall be deposited by VISION in a bank account(s) maintained by VISION exclusively for the CLUB. VISION may withdraw from such bank account all disbursements which, under this Agreement, are to be made at the expense of the CLUB, including compensation of VISION as set forth herein below. VISION shall render to the CLUB a monthly statement of receipts and disbursements.

SECTION IV

CONTROL OF EMPLOYEES

VISION shall have full power and authority to take all actions to bring about an efficient operation of the CLUB, and to maintain it as a First Class Community Amenity, except for actions specifically prohibited by this Agreement. VISION shall further be charged with the responsibility to oversee the payment of all salaries and compensations due to employees from CLUB funds. Additionally, Vision shall be responsible for the payment of the necessary Worker’s Compensation Insurance, and to oversee the payment of any and all withholding taxes and social security payments on such wages from CLUB funds not to exceed the agreed to burden rate defined in Exhibit A.

It is understood between all parties that all employees so engaged shall be the employees of VISION, unless otherwise agreed to in writing by both parties. VISION is responsible, at CLUB’s expense, for obtaining all licenses, permits and other governmental approvals necessary for CLUB assigned staff to perform their duties, including attendance at any education seminars or courses as required by law to maintain their licenses.

It is understood between all parties that the following positions are considered “Key Positions” and, as such, the hiring or termination of employees occupying these positions will be subject to CLUB approval.

General Manager

SECTION V

CONSIDERATION TO BE PROVIDED BY CLUB

The CLUB shall pay to VISION, on the 1st of each month during which this agreement is in force, the sums defined in Exhibit A as and for the fee in consideration of the services provided by VISION hereunder.
SECTION VI

LIABILITY FOR LOSSES

All expenses or damages incurred in the operation of the CLUB shall be paid by VISION from the general funds, which may be derived from the operation of said CLUB. VISION shall be liable only for the loss or damage sustained by reason of the dishonesty or willful gross negligence of VISION.

SECTION VII

INDEMNIFICATION

In discharging its responsibilities under this Agreement, CLUB agrees to indemnify and hold harmless VISION for all acts performed on behalf of CLUB and in furtherance of this Agreement unless caused by the negligence or willful misconduct of VISION, its employees, or agents, or any third party. The relationship of the parties of this Agreement shall be that of Principal and Agent, and all duties to be performed by VISION under this Agreement shall be for and on behalf of, in the name of, and for the account of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that VISION is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement. Notwithstanding the foregoing, nothing herein shall require the CLUB to indemnify or hold harmless VISION for the following:

1. Any suit or claim arising out of any criminal act of VISION, its employees or agents; or
2. Any suit or claim arising out of any dishonest, fraudulent or malicious act, error or omission committed by VISION, its employees or agents, committed with actual dishonesty, fraudulent intent, or malicious purpose; or
3. Any suit or claim arising out of any error or omission of VISION, its employees, or agents that are the result of the negligence or willful misconduct of Vision, its employees or agents.

In discharging its responsibilities under this Agreement, VISION agrees to indemnify and hold harmless the CLUB and its members, officers, directors, agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorneys’ fees arising out of or resulting from any fraudulent, willful, dishonest, malicious, criminal or negligent act or omission of VISION or anyone directly employed by VISION for whose acts VISION may be liable. In any and all claims against the CLUB or any of its members, agents or employees by any employee of VISION, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for VISION under Workers’ or Workmen’s compensation Acts, disability benefit acts or other employee benefit acts.

The provisions of this Section shall survive the termination of this Agreement, and shall continue in full force and effect subsequent to the termination of this Agreement.
SECTION VIII

GENERAL TOPICS

A. VISION’s Fort Myers office shall be closed on all Federal Holidays and as otherwise stated or required.
B. Corporate Office phone lines shall be provided and designated to conduct all day-to-day business activities between the hours of 8:00 a.m. to 5:00 p.m. at 239-561-1444. All after hour emergency calls shall be directed to the Answering Service at 239-561-1444.
C. Conference rooms, located at the Manager’s offices, are available for use during business hours with a seven (7) day advance request. Seating capacity is limited to ten (10) persons.

SECTION IX

SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION X

DISPUTE RESOLUTION

Any and all disputes, claims, and controversies, except any dispute regarding termination arising from or related to this Agreement shall be submitted to mediation. If the matter is not resolved through mediation, then it shall be resolved by litigation in the court system. The venue for any such proceeding shall be Sarasota County, Florida. If any relief is sought or action is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and cost in addition to any other relief that may be awarded. The provision of this Section shall survive the termination of this Agreement, and shall continue in full force and effect subsequent to the termination of this Agreement.

SECTION XI

ASSIGNMENT

VISION may not assign this Agreement or any of the rights and duties expressed herein without CLUB approval, unless upon the sale of the business to a third party, for which CLUB approval shall not be unreasonably withheld.

Accepted by:
SECTION XII

NOTICE

Notices shall be delivered to the parties as follows:

To VISION:  Vision Golf Management
Attn:  Bill Bower
11691 Gateway Blvd. Suite #203
Fort Myers, FL 33913

To CLUB:  Venetian Community Development District
Attn. Molly Maggiano
3434 Colwell Avenue Suite #200
Tampa, FL 33614

[Signatures on following page.]
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

S&S Golf Management, INC., DBA Vision Golf & Association Management

BY: ________________________________  BY: ________________________________
PRINTED: William Bower                PRINTED: Simon Coulls
ITS: Managing Partner                  ITS: Managing Partner

Venetian Community Development District

BY: ________________________________
PRINTED: ________________________________
ITS: President

Witness

Witness

Accepted by:
Exhibit "A"

THIS EXHIBIT is to the Agreement made by and between Venetian Community Development District ("CLUB"), a Florida corporation not-for-profit, and S&S Golf Management, INC., DBA Vision Golf & Association Management ("VISION"), a Florida Corporation.

1. **Management Fees:**
   $6,000 due on the 1st of each month during which this agreement is in force.

2. **Employee Compensation:**
   a) CLUB shall be responsible for all onsite CLUB dedicated employee wages due on or before the 3rd and 18th of each month.
   b) CLUB shall be responsible for an Employee Burden rate of 30% (full-time staff) 15% (part-time staff) of total wages which will include payment of all employment: pay related taxes, insurances, fringe benefits and employee bonding. Due on or before the 3rd and 18th of each month.

3. **Additional Management Fees:**
   Items not included and billed separately are:

   1. **Supplies:** *(Only if provided through Vision Corporate Office)*
      - Checks: 25 Cents
      - Regular Envelopes: 15 cents
      - Copies: 15 Cents
      - Postage: Cost
      - Large Envelopes: 20 Cents
      - Laser Labels: 5 Cents

   2. Income tax preparation.
   3. Any extraordinary expense not included above with prior approval from the Board's President.
   4. Participation in legal action involving the CLUB, court appearances, depositions, consultation with attorneys in connection with litigation filed or proposed on behalf of or directed by the CLUB: $65.00 per hour (Excludes consultation via telephone.)

   [Signatures on following page.]
Signed, sealed and delivered in the presence of:

S&S Golf Management, INC., DBA Vision Golf & Association Management

BY: ___________________________          BY: ___________________________
PRINTED: William Bower
ITS: Managing Partner
PRINTED: Simon Coulls
ITS: Managing Partner

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

BY: ___________________________
PRINTED: ______________________
ITS: President

Witness

Witness
## Health Insurance Blue Cross Plan #55  Effective 10/15/14
(Company Contribution to be determined by Club/Association)

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## Benefit Classes 3 & 4

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## Vision Care All Classes

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<td>$9.96</td>
<td>$0.00</td>
<td>$9.96</td>
</tr>
<tr>
<td>Employee/Children</td>
<td>$9.66</td>
<td>$0.00</td>
<td>$9.66</td>
</tr>
<tr>
<td>Employee + Family</td>
<td>$14.80</td>
<td>$0.00</td>
<td>$14.80</td>
</tr>
</tbody>
</table>

## Colonial Supplemental Insurances

<table>
<thead>
<tr>
<th>Colonial Supplemental Insurances</th>
<th>Premiums</th>
<th>Employer Contribution?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short Term Disability Insurance * Class 4</td>
<td>Employer Paid</td>
<td>Yes</td>
</tr>
<tr>
<td>Long Term Disability * Class 3 &amp; 4</td>
<td>Employer Paid</td>
<td>Yes</td>
</tr>
<tr>
<td>Accident Insurance</td>
<td>Rate Varies – Pretax</td>
<td>Yes</td>
</tr>
<tr>
<td>Medical Bridge</td>
<td>Rate Varies</td>
<td>Yes</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>Rate Varies</td>
<td>Yes</td>
</tr>
<tr>
<td>Cancer Insurance</td>
<td>Rate Varies – Pretax</td>
<td>Yes</td>
</tr>
<tr>
<td>Critical Illness Insurance</td>
<td>Rate Varies</td>
<td>Yes</td>
</tr>
<tr>
<td>Hospital Confinement Indemnity Insurance</td>
<td>Rate Varies</td>
<td>Yes</td>
</tr>
<tr>
<td>Hospital Income</td>
<td>Rate Varies – Pretax</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Sample Benefit Class Structure

<table>
<thead>
<tr>
<th>Current Benefit Class Structure</th>
<th>Waiting Period</th>
<th>Amount/ Percent of Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Classes – Blue Cross</td>
<td>1st of Month after</td>
<td>Club contributes 85% towards single health</td>
</tr>
<tr>
<td></td>
<td>60 Days</td>
<td></td>
</tr>
<tr>
<td>Class 1</td>
<td>1st of Month after</td>
<td>Specified dollar amounts are contributed towards Dental and Life.</td>
</tr>
<tr>
<td></td>
<td>90 Days</td>
<td></td>
</tr>
<tr>
<td>Class 2</td>
<td>1st of Month after</td>
<td>Specified dollar amounts are contributed towards Dental and Life.</td>
</tr>
<tr>
<td></td>
<td>90 Days</td>
<td></td>
</tr>
<tr>
<td>Class 3 Core Managers</td>
<td>1st of Month after</td>
<td>100% of employee dental and $40,000 Life, plus Long Term Disability.</td>
</tr>
<tr>
<td></td>
<td>90 Days</td>
<td></td>
</tr>
<tr>
<td>Class 4 GM only</td>
<td>1st of Month after</td>
<td>Same as above, but Short Term Disability is included</td>
</tr>
<tr>
<td></td>
<td>90 Days</td>
<td></td>
</tr>
</tbody>
</table>

Please sign below acknowledging your contribution for the 2014-2015 benefit plan year. Hereafter changes cannot be made until next open enrollment period unless client changes contribution amounts, which would create another enrollment period. If the company's census changes more than 15%, Vision has the right to re-underwrite the group.

Authorization Print Name ___________________________ Signature ___________________________ Date ___________________________
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

A regular meeting of the Board of Supervisors of the Venetian Community Development District was held on Monday, February 09, 2015 at 9:32 a.m. at the Venetian River Club, 502 Pesaro Drive, North Venice, Florida 34275.

Present and constituting a quorum were:

Jerry Jasper  
Jim Shea  
Harry Orenstein  

Board Supervisor, Chair  
Board Supervisor, Vice Chair  
Board Supervisor, Assistant Secretary

Also present were:

Molly Maggiano  
Andy Cohen  
Rick Schappacher  
Josh Grant  
Karen Richard  
Audience  

District Manager, Rizzetta & Company, Inc.  
District Counsel, Persson & Cohen, P.A.  
District Engineer, Schappacher Engineering  
General Manager, River Club  
Field Manager, VCDD

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Public Comment

Ms. Maggiano opened the floor to Public Comments.

Mr. Jeff Klein provided an update from the Artisti Board regarding certain tracts to potentially be conveyed from WCI, which they would prefer to be conveyed to the CDD as opposed to the Association. Mr. Jasper indicated that any roadway tracts and wetland areas would be conveyed to the CDD, and with the respect to the other areas, that the CDD may be willing to take ownership but would likely require the Association to assume the maintenance obligations since the areas only benefit Artisti. Mr. Jasper further advised that the discussion was premature, however, as the CDD has not been approached by WCI about such conveyance and the matter first needs to be worked out between WCI and the Artisti Association.

Mr. Bill Ambrosee asked questions regarding irrigation.
THIRD ORDER OF BUSINESS  
Discussion Concerning Capello I Oak Tree Replacement

Mr. Jasper advised that he had discussions with WCI concerning the issue of misplacement of the trees as installed in the ROW versus the site development plan which locates them on Association property. WCI acknowledged the issue and advised they would handle with the City and Capello I. Mr. Jasper further advised there may be the same issue with Capello II, and a letter needs to be sent to WCI advising that the CDD may not accept the roadway tracts in Capello II with the trees planted in the ROW.

FOURTH ORDER OF BUSINESS  
Consideration of the Minutes of the Board of Supervisors Meeting held on January 26, 2015

Ms. Maggiano presented the Minutes of the Board of Supervisors Meeting held on January 26, 2015 and asked if there were any questions. Changes were noted to pages 2, 3, and 4 of the minutes.

On a Motion by Mr. Shea, seconded by Mr. Orenstein, with all in favor, the Board approved the Minutes of the Board of Supervisors Meeting held on January 26, 2015, subject to the corrections noted on the record, for Venetian Community Development District.

FIFTH ORDER OF BUSINESS  
Consideration of the Minutes of the Pool & Fitness Committee Meeting Held on December 15, 2014 and the Minutes of the Facilities Committee Meeting held on January 05, 2015

Ms. Maggiano presented the minutes of the committee meetings and asked if there were any questions. There were none.

On a Motion by Mr. Shea, seconded by Mr. Jasper, with all in favor, the Board accepted the Minutes of the Pool & Fitness Committee Meeting held on December 15, 2014 and the Minutes of the Facilities Committee Meeting held on January 05, 2015, for Venetian Community Development District.

SIXTH ORDER OF BUSINESS  
Consideration of the Operation and Maintenance Expenditures for the Month of January 2015

Ms. Maggiano presented the operations and maintenance expenditures for the period of January 1-31, 2015, advising expenditures totaled $104,639.11. Discussion ensued.
On a Motion by Mr. Orenstein, seconded by Mr. Shea, with all in favor, the Board approved the Operations and Maintenance Expenditures for the period of January 1-31, 2015, which totaled $104,639.11, for Venetian Community Development District.

SEVENTH ORDER OF BUSINESS

A. District Counsel
   Mr. Cohen advised he looked at the River Club rules regarding potential change of rules related to defining “approved lease”. He advised it does require going through the rule making process, and that the public hearing with advertising requirements will take approximately two months. He advised the Board to take a look at the rules to see if there are any additional changes to be made. The Board requested that the River Club rules be included in the next agenda package.

On a Motion by Mr. Jasper, seconded by Mr. Orenstein, with all in favor, the Board directed Staff to initiate the Rule Making Process regarding the River Club Rules, with the Public Hearing to be held at the March 23, 2015 meeting, for Venetian Community Development District.

B. District Engineer
   Mr. Schappacher advised the sidewalk repairs are scheduled to begin this week. The speed cushion re-installation materials are scheduled to be delivered today or tomorrow. He further advised the tennis court trench drain proposals range from $16,812 to $60,717 for the north and west sides of the courts. Discussion ensued. No action was taken at this time. Mr. Orenstein will work with Mr. Schappacher to determine a plan.

   Mr. Schappacher provided an update regarding the lake 7 bank restoration; he advised he sent out the bid package to several companies and received two bids. The lowest bid doesn’t have experience with Geo-tubes, which leaves the bid from Cross Creek at $25,863. Ms. Maggiano advised there is $11,558 left remaining in the budget line item for lake bank repair, so the balance would need to be pulled from contingency or surplus from last year.

On a Motion by Mr. Jasper, seconded by Mr. Shea, with all in favor, the Board approved a contract with Cross Creek in an amount not to exceed $26,000 for restoration of the lake bank at lake #7, subject to review by District Counsel and further authorized the Chairman to Execute the contract, for Venetian Community Development District.

C. River Club
   Mr. Grant advised the locker room project should be wrapped up at the end of this week; the patio furniture arrived last week; and the pool furniture was ordered from Tropitone on Friday with anticipated delivery sometime in March.
D. Field Manager
Ms. Richard advised a new door has been installed at the gatehouse. The meeting with Egis occurred on January 27th; she advised she needs to follow up on the list generated from the meeting.

E. District Manager
Ms. Maggiano advised the next regular meeting of the Board of Supervisors is scheduled for Monday, February 23, 2015 at 9:30 am.

EIGHTH ORDER OF BUSINESS  

EIGHTH ORDER OF BUSINESS  

Supervisor Requests

Ms. Syvret opened the floor to supervisor requests and comments.

Mr. Shea advised that regarding the storm system outfall structure contract, the prior company utilized doesn’t have the level of vehicle insurance typically required by the District. If the District is not willing to accept the lower level of vehicle insurance, then the alternative would be to utilize Aquatic Systems to complete the inspection, however there quoted price is $1,200 more. Discussion ensued.

On a Motion by Mr. Jasper, seconded by Mr. Orenstein, with all in favor, the Board approved a contract with D&S for Storm Structure Inspections, in the amount of $5,130, for Venetian Community Development District.

Mr. Shea advised the requests for proposals for River Club Management went out and proposals are due February 25th. He anticipates having a discussion regarding the proposals during March 9th meeting.

Mr. Orenstein advised the Tennis Committee is reviewing ideas for creating a possible waiting/gathering area without disturbing the parking spaces, etc.

Mr. Jasper asked Ms. Maggiano to follow up with Egis concerning some questions he had asked about the flood insurance and what deductible applies.

NINTH ORDER OF BUSINESS  

Adjournment

On a Motion by Mr. Shea, seconded by Mr. Jasper, with all in favor, the Board adjourned the meeting at 11:03 a.m., for Venetian Community Development District.
Tab 4
MEETING MINUTES
VENETIAN COMMUNITY DEVELOPMENT DISTRICT
Pool and Fitness Committee Meeting
January 19th at 2:00 PM

In Attendance:
Lew Perry (Chairman)
Jim Summers (Secretary)
Georgean Babey (Committee Member)
Nancy Butler (Committee Member)
Annette Dwyer (Committee Member)
Charlie Sandomenico (River Club Director of Fitness and Tennis)
Josh Grant (River Club General Manager)

A. Call To Order
B. Establish Quorum

The call to order was made by Lew at 2:05. As 5 members of the Committee were in attendance, a quorum was established.

C. Approval of Minutes from December 15th, 2014 Pool and Fitness Committee Meeting

There were no changes made to the minutes. Georgean made a motion to accept the minutes as written, seconded by the rest of the Committee. Lew signed off on the minutes.

D. Additions or Deletions to Agenda

There were no additions to the agenda

E. Resident Input (5 minute limit per topic)

There was a request from residents for 3 more “rigid mats” for fitness classes. Charlie said these will be ordered. Residents also requested that a color code be added to the weights in the fitness room plus more 8# weights. This will also be done by Josh and Charlie.

F. Management Update

Management will be adding a new 20/20/20 class and a second outdoor fitness class.

Georgean asked how often the mats are cleaned and Charlie replied that they have all been recently replaced.
Nancy asked about the handling of no shows for fitness classes and Charlie reviewed the policy currently in place.

Nancy asked how we are handling people signing up for extra classes by using their spouses login. Charlie is manually monitoring this relatively small number of residents.

The fitness staff will be offering a “Fit Best” event. The event will include games, prizes, smoothies, and tables with trainers and class offerings.

The 911 phone is not yet installed.

The men’s locker room is nearing completion with approximately 2 more weeks of work as of this meeting date.

The pool furniture is wearing out. The CDD will be deciding about a full replacement of all pool furniture.

G. CDD Board Update

There was no CDD update as Barry was not in attendance.

H. Old Business

1. Nothing new will be done with the lights in the class room. After consulting with instructors it does not appear anything is needed at this time.
2. There are tests being done on the pool temperature during the day; it will continue to be monitored.

I. New Business

None

J. Adjourn

It was recommended and concurred that Committee members should notify Lew at least one week in advance if they will miss the meeting so we will be certain of having a quorum.

A motion for adjournment was made by Nancy, seconded by Annette. The meeting was adjourned at 3:15 PM. The next meeting is scheduled for February 16th at 2:00 pm at the River Club.