

VenetiaCommunityAssociation,Inc.

ACorporationNot-for-Profit

c/o Sunstate Management Group, Inc. 228 Ponce de
Leon Ave, Venice, FL 34286 Phone—941-870-4920

MinutesoftheBoardofDirectorsMeetingDecember 20, 2021at9:00a.m.

CalltoOrder -TheMeetingwascalledtoorderat 9:00 am byPresidentAnnViel.

Proof of Notice - The meeting was posted in accordance with the By-laws of the Association and Floridastatute720.

Determinationofaquorum—AquorumwasestablishedwiththefollowingDirectorspresent:President;Ann Viel, Vice President; Mary Jane Apicello, Treasurer; Mary Eve, Secretary; Cindy Beckley, Directors Dick Mole, Art Apicello and Michael Jalbert. Also present was Brian Rivenbark and Lynn Priest fromSunstateManagementGroup.

Minutes –MOTION made byDick MoleandsecondedbyArt ApicellotoapprovetheminutesoftheNovember 22nd,2021meeting.**Motionpassed unanimously.**

Presidents Report – Ann Viel gave her report. Ann Viel thanked all attendant and committees for all the hard work they have done this past year. The sidewalk project is near completion. Ann Viel asked that all contracts for 2022 be submitted and signed. **MOTION** made by Art Apicello andseconded by Dick Mole to read the attorney opinion on VCA's responsibility to maintain all preservation areas within VCA. VCA is responsible for all preservation areas. For homes that do abut the lake, it is the homeowners responsibility to maintain the lawn up to the waters edge or edge of conservation land. The attorney based his opinion on Article 5 Section 1 in the documents. Discussion was held in relation to logistics, landscape committee, etc. Ann Viel stated that this is only the first step in the process. Michael Jalbert asked to clarify the homeowners responsibility. **MOTION to adopt the attorney opinion was passed unanimously.**

MOTION made by Cindy Beckley and seconded by Mary Eve. to form a VCA Preserve Committee to look into what is needed to get this process started and to follow through going forward. **Motion passed unanimously.**

Ann Viel explained the Amazon proposal to simplify and track the deliveries within VCA at no cost to us. **MOTION** made by Dick Mole and seconded by Mary Jane Apicello to have Brian Rivenbark to discuss, with Amazon, further details about the new service they are offering. **Motion passed unanimously.**

Treasurers Report –As attached to these corporate records, Mary Eve gave the report from the November 30, 2021 financials. **MOTION**made byCindy Beckley and seconded byMary Jane Apicello to accept the Treasurers report as presented. **Motion passed unanimously.**

CommitteeReports–

- **Communications** –Joe Hollergave the report.

- **Finance Committee** - Jennifer Smouse gave the report.

-

-**Planning Committee** – No report

-**InfrastructureCommittee**—Bill Crocker reported. Cindy Beckley mentioned that she has seen bicycle riders manually lifting the gates and this is contributing to their becoming weaker. Discussion was had about possibly replacing the mechanics and cameras in 2023. Having a sign made to give notice that the gate should not be lifted manually will be handled by Bill Crocker and Brian Rivenbark.

-Welcome Committee—No Report

-Amenities – Mark gave the report. Bagels will start again mid-January. Activity has increased in all amenity areas.

-Environmental—Mary Lou Hollergavethe report.Discussion was held regarding the proposal from Solitude to plant Florida friendly plants at 4964 Bella Terra in the spring. **MOTION** made by Dick Mole and seconded by Mary Jane Apicello to accept the proposal from Solitude for \$660.00. This expense will be taken from the contingency account #9710 in 2022.**Motion passed unanimously.**

-Landscaping— Kevin Hanley gave the report.

Tree and Gutter Report —George Sperry reported. George mentioned that he has had some issues with getting quotes from Will Howell. **MOTION** made buy Mary eve and seconded by Dick mole to accept Frederick Lindsey as a member of the Tree and Gutter Committee. George Sperry submitted a list of forty (40) trees to be removed. **MOTION** made by Cindy Beckley and seconded by Art Apicello to accept George’s list of 40 trees to be removed.**Motion passed unanimously.**

Sidewalk Committee – Brian Rivenbark reported. Will Howell is continuing work now with no issues at this point.

Road Committee – George Sperry reported.**MOTION** made by Mary Eve and seconded by Art Apicello to discuss DMK Associates proposal for repaving. Michael Jalbert asked for clarification on what was included in the total bid price of \$35,000.00. Brian Rivenbark stated that he has been in touch with at least 3 other engineering firms and they are unable to submit a bid at this time due to the amount of building going on in the area. George Sperry explained the process starting in 2017 and what the delays have been. In the budget for 2022, the amount will be increased to boost the road reserves category. This money will be pooled from several other accounts. Mary Eve explained that the money will come from paving/sidewalk reserves to start.Discussion was held regarding the paving process, time schedule and community expectations. **MOTION to accept DMK proposal passed unanimously.**

Citizens Patrol – Norm Hotz reported.Volunteers needed.

MOTIONmadebyCindy BeckleyandsecondedbyDick Moletoacceptallcommitteereports.**Motionpassedunanimously.**

Social Club – Nancy February Dinner is February 19th, 2022.Marina is researching the cost of purchasing folding chairs. On Wednesday, January 5th Drinks by the pool will be from 4-5:30. Music will be provided. February 12th there will be a 5 piece band. BYOB and snacks. Desserts are provided. Fees is \$10.00 per person.

Sub-AssociationReports

VNA One—Norm Hotz reported.2 Hogs were caught last week. Currently there are no homes for sale.

- **VillaParadiso**—Jan Weis reported. Twin Palms has been contracted as new landscape company. One more home sold within 2 days.
- **VNA 1**—Norm Hotz reported
- **VillaVivaci** —Jim Chmielak reported. Sunstate Management is now the **Casa di Amici** – Russ Henzereported.

Management Report – None

NewBusiness–None

UnfinishedBusiness - None

Owner Comments

NextMeeting–January 24th,2022at9AM.

MOTIONmadebyCindy Beckley and seconded by Michael
Jalberttoadjournthemeeting.**Motionpassedunanimously.**

Meeting was adjourned at 11:47

Respectfully submitted,

Lynn Priest-Administrator, for
BrianRivenbark/LCAM,for
TheVenetiaCommunityAssociationBoardofDirectors

DRAFT

Amenities Report for Dec 20th-2021
VCA Board of Directors Meeting

1. CLUBHOUSE POOL:

- a. Pool Maintenance is improving. The pool and spa tile/coping will be powerwashed Dec 22. Pool deck will be closed for 2 hours in the morning.
- b. Pool committee would like to look into repainting the handrails/steps leading into the pools.
- c. Infrastructure to replace the old timer for the SPA, located on the balusters/railing.
- d. Outdoor wall carriage lights were installed by Infrastructure last week and look very nice. Great improvement. They have LED bulb, good energy savers.
- e. The new trash bins were received and are on the pool deck We will moved the other trashcans OFF the pool deck to control the brazen racoons that come onto the pool deck looking for food. Additionally, we posted signs and our cleaning/maintenance company will add them to trash pickup.. If people bring food into the Clubhouse Pool area, they must take their trash home with them. Signs seem to be working.

2. COURTS:

- a. Tennis/Pickleball Schedule has been revised slightly and posted at the courts.
- b. Tennis group has requested replacing the two nets on the courts at an estimated cost of \$400 each. And pickleball will need another complete net assy as well at a cost of approx. \$350. We will wait until the 2022 calendar year to order these.
- c. Suggestion was made by Eric Barth to consider installing an outdoor practice wall on one of the courts. We've asked Eric to gather pricing info for our next meeting.

3. FITNESS ROOM:

- a. New equipment is on order for the Fitness room. Delivery/installation dates are out at least 4-6 weeks out which puts us out to the end of this month/early January.

4. ACTIVITIES

- a. Pickleball is very active/popular already this season. Daytimes and evening play.
- b. More Tennis players this year than in the past 2-3 years. Younger demographics.
- c. Bocce players gather Tues and Weds mornings for open play and league starts mid-January.
- d. Billiards Play is now on the calendar for Thursday evenings starting at 6:30.
- e. Bingo will start up again in mid-January
- f. We have had a few clubhouse rentals recently; all have gone well.

Submitted 12/15/21 Donna DeLuca – co-chair

Citizen Patrol

Still needing more active volunteers. Please remember the patrol is mainly a preventative action and we need to get more visibility before and necessity arises.

Camera Report

We have been able to resolve a number of the problems at the Jacaranda gate in house. In doing so we were able to determine the identity of the responsible party and Brian is working on the collection.

Norm Hotz

Environmental Committee Report 12/20/2021

On November 29th 2021 a monitoring report was received from Sarasota County concerning the preserve behind 4964 Bella Terra. It had some violations by the resident that lived there at the time. This preserve has been monitored by the county since Feb of 2017. Some planting was done but it has not been successful for a variety of reasons. One reason was hurricane Irma, and it is still not filling in as it should. Last year nothing was done thinking the wet weather would encourage growth, but that didn't happen, so new plantings need to be done to get this area off of monitoring.

I am including the proposal from Solitude to plant Florida friendly plants at 4964 Bella Terra in the spring when the rain can help the plants grow. By signing the contract now we will be in the que to have the work done in April or May. Payment will not occur until the work is finished. This money is to come out of the Master Board budget, not the Environmental budget.

A resident on pond 9 had a question concerning that pond and it was referred to Solitude.

We are happy to report that the treatment of the lily pads on water features 11, 27 and 29 has been very successful.

End of report.

Mary Lou Holler

Environmental co-chair

Communications Report

December 2021

The Resident Directory Update Form will be mailed to all residents with the second notice of the annual VCA meeting.

Joe Holler

SERVICES CONTRACT

CUSTOMER NAME: Mary Lou Holler, marylouholler@gmail.com
PROPERTY NAME: Venetia Community Association
CONTRACT DATE: November 29, 2021
SUBMITTED BY: Liz Rocque, Business Development Consultant
SPECIFICATIONS: Restoration Area Planting behind 4964 Bella Terra Dr.

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$660.00**. The Customer will be invoiced by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.
Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖlitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖlitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

By: _____

Name: _____

Title: _____

Date: _____

Venetia Community Association

By: _____

Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

Customer's Address for Notice Purposes:

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



SCHEDULE A - PLANTING INSTALLATION SERVICES

PROJECT SUMMARY: SOLitude Lake Management will install the following upland vegetation within the Restoration Project Area behind 4964 Bella Terra Dr. at Venetia Community Assoc. located in Venice, FL.

Specifications:

1. Emergent upland vegetation to be installed in restoration area: 30 plants

Quantity	Description	Plant Size
10	Wax Myrtle	3 gal.
20	Sand Cordgrass	1 gal.

Wax myrtles will be installed on 5-10 foot centers. Corgrass will be intermixed among Wax Myrtles and other existing native vegetation.

Existing pots thrown into the restoration will be removed.

Assumptions:

1. Quote price assumes sandy soils free from rocks, weeds and debris.
2. All planting will be performed in one mobilization and will have a staging area with direct access to planting sites.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



- c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
- d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
- e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Companies will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌlitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌlitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Here is my VCA Finance Committee report for the month of December 2021.

The Finance Committee met on Friday, Dec 10 at 10am at the clubhouse. Minutes of that meeting are attached.

VCA has a maturing CD as of Jan 23 2022 from First Home Bank for which competitive CDA and MM rates have been obtained by the Finance Committee members. The expiring CD has a 1.11% rate. Current CD and MM are well below that level, falling into .60 and under range, but given that this CD doesn't expire until Jan 23, 2022 the Finance Committee will recheck CD and MM rates at their banks prior to our next January meeting which will be held on Thursday, Jan 13, 2022 at 10am in the clubhouse.

The possible use of CDARs as alternative investing method when VCA bank accounts are exceeding the FDIC insured \$250,000 limit was discussed in our December 10 meeting and the Centennial Bank supplied an information sheet describing these CDAR investments. Mary Eve was going to check to see if Cadence Bank also offers the CDAR investment product.

The Finance Committee also discussed the possibility of creating an investment policy for VCA and related materials dealing with creation of Association investment policies were provided by Roger DeNiscia Sr. These materials will be reviewed in our January 13 2022 meeting.

This concludes my December 2021 Finance Committee report.

Landscape Committee

Landscape Committee did not physically meet. Our efforts have been to execute on the projects laid out from our last meeting and to finish out 2021.

Palms have all been trimmed including the palm at the corner of the lake in Villa Paradiso.

Here is a status report from Anthony:

Finished up all common area palms. Trucks were full will return tomorrow (12/15/21) to get the rest of debris.

Mowing and trimming of shrubs have been completed.

Mulch has been scheduled for January 2022 first week. Mulch has been a challenge on certain types. The quality has been really bad and mixed with some nasty material.

Plant replacement along Jacaranda and Englewood berm. Waiting to find the material so we can replace the dead plants. Sorry trying but material is hard to come by.

Englewood berm plants was ordered, and material was garbage will need to find quality plants to replace on the berm. I took the crew over to this area and told them stop cutting through the hedges to get to the pond.

I don't want to make excuses, but materials are not good quality. I hope the community would appreciate Westcoast providing quality materials versus Non quality.

You have my word we will replace the plants at our cost. Just be patient while we search for them. I know there was mentioning about holding payment for the landscape install. Our corporate office is working to close out 2021 so if payment can be sent that would be appreciated and you can be assured plants will be replaced.

Kevin Hanley

December 2021 Infrastructure Report

This report is for the period from 11/17/2021 thru 12/20/2021

11/23 – Replaced all florescent tubes in Clubhouse Fitness Room. Repaired streetlight on Natale Dr. near Via Del Santi blown fuse. Repaired pot hole on Corso Venetia Roadway near Third Center Island. Installed new above ground junction box to replace buried junction box which supplies power to North Waterfalls. Replaced defective timer on Pool Deck Spa.

11/30 – Took down 5 old Coach Lights on wall at Pool Deck and Installed 4 New Fixtures and blank outlet cover on one.

12/07 – Replaced bad bulb on Streetlight at 4987 Bella Terra. Replaced makeup water valve in Fountain in Butterfly Park because water was overflowing. Pressure washed curbing on North end of Via Del Villetti to prepare it for repainting. Checked Drop Arms for loose bolts or any other problems. All OK.

12/12 – Replaced broken V-Belt on Woodmere Exit Drop Arm left side and realigned same.

12/14 - Replaced burned out bulb in Streetlight at 4564 Canello Grande . Adjusted latch on South Pool Gate. Replaced broken bolt in yoke on Entrance Drop Arm at Woodmere Entrance. Performed preventive maintenance and replaced all belts on all Drop Arms at this Entrance. Replaced blown fuse in Drop Arm at Jacaranda Entrance.

Committee worked a total of 58 hrs. in the period mentioned above.

Submitted by Bill Crocker

You had asked me to review the email from Brian Rivenbark regarding substantially the following: Whether the Association is responsible for maintenance of certain “preservation areas” which may abut or border single-family homes, condos, or villas which are a part of other Sub-Associations. For the reasons stated hereinbelow, I am of the opinion that the Association **is responsible** for said maintenance and said maintenance should be included as a Common Expense and a part of the Base Assessment.

Article V, Section I of the Master Declaration of Covenants, Conditions, and Restrictions for Venetia as recorded in the Official Records of Sarasota County, Florida on July 30, 1998, Instrument Number 1998101160 provides in pertinent part that the Association shall operate, maintain, and keep in good repair the Common Property. Operation and maintenance of common property “shall include, but need not be limited to, maintenance, repair, replacement and monitoring of all...all wetlands within the Properties, whether Common Property or not; all conservation and preservation areas and easements within the Properties, all other landscape buffers, conservation buffers, and easements.”.

Furthermore, Article V, Section I provides that, “all costs with the operation, maintenance, repair, replacement and monitoring of the Common Property, including all monitoring, administrative, and implementation expense required and resulting from a condition of any development permits including but not limited to, maintenance of all conservation and preserve tracts and easements,...shall, unless related to Exclusive Common Area or Neighborhood Services as described by Supplemental Declaration, be a Common Expense to be allocated among all Lots/Units as part of the Base Assessment as hereinafter described.”.

In addition, Article X, Section 6 governing “Rights and Obligations of the Association” with respect to “Landscape Buffers and Conservation and Preservations Areas” provides that, “The Developer shall establish any and all landscape buffers, conservation areas, preservation areas, wetlands preserves and/or other areas, and any management plans for those areas as may be required for the protection of wildlife and vegetation, as required by any permit conditions of any state or federal agency, and any such areas shall be maintained and monitored by the Association in accordance with all original permit conditions.”.

I also reviewed the following plats for the community, “Venetia Phase IA”, “Venetia Phase IB”, “Venetia Phase 2”, “Venetia Phase 3”, “Venetia Phase 4”, and “Venetia Phase 5”. On page two of each of the foregoing plats, there is a table entitled “Tract Designations”. On each of these tables there are, *inter alia*, certain tracts which are designated as “Preservation Area”. The next columns in the table contain the headings, “Owned by” and “Maintained by”, respectively. For each of the foregoing plats where the tract is designated as a “Preservation Area”, the “Owned by” and “Maintained by” designations are “Venetia Community Association, Inc.”. Based upon the foregoing, it is my opinion that the Association is responsible for maintenance of all preservation areas as indicated on the plats, which may include preservation areas that “back up to single family homes, the condos and the villas from the sub-Associations”.

However, I do note that Article V, Section 3 governing Owner’s Responsibilities states in pertinent part that, “Owners of Lots/Units fronting on water’s edge or upon landscaping buffers fronting the water’s edge of any lake or other body of water within the Properties shall maintain all landscaping and/or lawn between the Lot boundary and such water’s edge, provided the Owners shall have no right to remove or install tress, shrubs, or similar vegetation in this area with prior approval pursuant to Article XIII hereof.”. I am not sure of the exact composition of the “preservation areas” in the

community or whether there are lakes, other bodies of water, or landscaping buffers which could be both part of a “preservation area” but also are between a lot boundary and such water’s edge.

Lastly, I note that Article V, Section I contains the requirement that, “operation and maintenance” as previously cited hereinabove, also includes, “all requirements arising out of protected species and/or vegetation management plans approved as a condition of permit issuance by any county, state, or federal agency, as such plans or permits may from time to time be amended, all permit conditions of [SFWMD] and all successor agencies relating to consumptive use and/or surface water management, and all permit conditions legally imposed by local governmental authorities or other governmental or quasi-governmental agencies or authorities having jurisdiction.”. Furthermore, said section further states that, “No portion of the private streets or surface water management system shall be altered without the prior written authorization of the Sarasota County Engineer or its designee”. I am unsure as to whether any of the preserve tracts or preserve buffers of the community are also part of any surface water management system. Moreover, Article X, Section 7 regarding Surface Water Management Systems provides that, “No owner of property within the Subdivision may construct or maintain any activity in the wetland, buffer areas, and upland conservation areas...”. I would caution the Association that prior to commencing any alteration of the preserve tract(s), including but not limited to, “vertical cuts done at the preserve areas” that the Association ensure it is complying with all relevant regulatory and permitting schemes which may govern alterations of the preserve areas, including but not limited to, alterations such as “vertical cuts done at the preserve areas”.

WE HAVE MOVED!
Please be advised of our new address:
Fruitville Office Park
3277 Fruitville Road, Building B, Sarasota, FL 34237

Respectfully,

Michael Phillip Wallach, Esq.
Law Offices of Wells | Olah | Cochran, P.A.
3277 Fruitville Road, Building B
Sarasota, FL 34237
Tel: (941) 366-9191 Ext. 302
Fax: (941) 366-9292
mwallach@KevinWellspa.com

Road Committee Report 12/20/21

The full Road Committee met on December 8, 2021 to discuss the proposed contract with DMK Associates for engineering support and oversight for the planned Community Road Resurfacing Project.

Ann Viel and Brian Rivenbark also attended the meeting.

There was a great deal of discussion about subjects pertaining to the roads that needs to be discussed with an Engineer. All of the people present agreed that there was a very strong need to engage an engineering firm to plan and supervise a project of this type.

The Road Committee unanimously voted to recommend that the Board approve the proposed contract with DMK Associates at a cost of approximately \$35,000.

Attached is a copy of the proposed contract dated November 29, 2021.

Road Committee Chairman

George Sperry

Tree and Gutter Committee Report 12/20/21

The contract with Magazzeni LLC for repairs to gutters at twelve locations is not complete as of today 15 December. There have been some problems, but we hope to get everything completed within the next week.

There are an additional six locations where gutters are in need of repair. Magazzeni has quoted \$ 9,800.00 for the additional repairs. We have also asked Will Howell Concrete and Land Service to quote on the six locations. We should receive that quotation this week. Will advised me that if we give him the work, he probably cannot do it until February.

Attached to this report is a list of tree locations. The Committee recommends that the Board approve the removal of the trees at these addresses. It is hoped that the Tree Removal Project will take place in the first quarter of 2022. There are 40 trees on the list. The Committee recommends that more than 40 trees be removed when quotations are received and if the Community Budget allows. It continues to be important to remove as many oak trees as possible to reduce the future costs for repairs to sidewalks and gutters.

The Tree and Gutter Committee wishes to add a new member. Shown below is the name, address and email address of the proposed new member;

Fredrick Lindsay
4220 Vicenza Drive #C
Email: fglindsay99@gmail.com

Tree and Gutter Committee Chairman

George Sperry



421 Commercial Court * Suite C * Venice, FL 34292 * Ph: 941-412-1293 * Fax: 941-412-1043
4315 S. Access Road * Englewood, FL 34224 * Ph: 941-475-6596 * Fax: 941-474-5060

DATE: November 29, 2021

CLIENT: Venetia Community Assn.
C/o Brian Rivenbark, CAM
Sunstate Association Management Group
PO Box 18809
Sarasota, Florida 34276
Phone: (941) 870-4942
Email: brian@sunstatemanagement.com

RE: Venetia Community Assn., Inc. Repaving

This Proposal/Agreement is between Venetia Community Association, Inc. and DMK Associates, Inc. (DMK), 421 Commercial Court, Suite C-D, Venice, Florida 34292.

The Description of the land on which these services will be performed is: Roads within community of Venetia in Venice, Florida.

Phase I – ASSESSMENT

DMK shall inspect all paved roadways within Venetia Community Association limits. Our inspection efforts will include taking photographs and notes of the condition of the roadways and other paved common areas. The inspection will include drainage pipes and structures within the roadways.

DMK understands that a geotechnical report has been performed including pavement cores and recommendations for pavement repair/replacement. DMK will review the report and provide input for pavement repair and replacement.

DMK will prepare a brief pavement evaluation report based on our site inspections and review of the geotechnical report. The report will also contain the type, severity and location of the deficiencies and recommendations for repair/replacement of the pavement, curbing and drainage structures within the roadway. DMK will document project constraints which may affect the proposed restorative work. Our report shall also contain DMK's opinion on probable pavement repairs and associated costs.

FIXED FEE: \$10,000.00

Phase II – ENGINEERING AND BIDDING DOCUMENTS AND PROCUREMENT OF CONTRACTOR

DMK will consult with Venetia Community Association, Inc. to discuss and define key terms and prepare a Request for Bid (RFB) itemizing repair details, scope of work, technical specifications, and construction constraints as required to obtain competitive bids from contractors. As part of this task, DMK will prepare construction documents sufficient to solicit the competitive bids. DMK shall qualify up to five (5) contractors based on qualifications and reputation.

DMK will conduct one (1) on-site pre-bid conference with contractors, issue clarifications and addenda to contractors, as required. DMK will review bids and qualify discrepancies, issue tabulation of bids and provide a letter summary of the recommendations. DMK will attend a bid review meeting with Venetia Community Association.

FIXED FEE: \$15,000.00

Phase III – CONSTRUCTION SUPERVISION AND ADMINISTRATION SERVICES

DMK shall provide construction phase services including inspections for quality assurance as requested by Venetia Community Association, Inc. It is assumed the construction will take place over a 5-6 week period. Inspections and construction oversight is estimated to require 10-20 hours per week. Services will be provided and billed by DMK on an hourly basis.

BUDGET FEE: \$10,000.00 (HOURLY)

DMK Associates, Incorporated agrees to provide the above services under a(n): ☒ Hourly Fee and ☒ Fixed Fee
Estimated Budget of **\$35,000.00** for the specific services outlined above.

All expenses, such as mileage, tolls, travel and reproduction charges will be additional and invoiced at cost + 10%.

If this offer is not executed and delivered to DMK Associates, Incorporated, on or before **January 31, 2022** this offer may be withdrawn.

I hereby authorize the firm of DMK Associates, Incorporated to perform the Basic Services on the above-described property. I have read and fully understand the "General Conditions" and "Hourly Fee Sheet" attached to this Agreement. I understand that the agreed upon fee will cover the cost of services provided within limitations stipulated in the "General Conditions" and "Hourly Fee Sheet." I hereby accept the terms and conditions of this Agreement.

Client: _____ Title: _____ Date: _____



As To DMK Associates, Incorporated: _____ Title: VP Engineering Date: 11/29/21
Kreg Maheu, P.E.

PLEASE SIGN AND RETURN ONE COPY TO OUR OFFICE

GENERAL CONDITIONS

1. **DEFINITIONS:**

CLIENT: Person or entity responsible for procuring and paying for consulting services inclusive of all direct, indirect, and reimbursable expenses.

OWNER: Person or entity having title interest to the property upon which services or improvements pursuant to this Agreement are rendered and which are subject to construction liens filed in accordance with Chapter 713 of the Florida Statutes.

CONSULTANT: DMK Associates, Incorporated (DMK), a Florida corporation, along with their assigns or representatives.

SCOPE OF SERVICES AND FEES: AKA Work Order. Describes the basic services, charges, and fees of the Consultant.

ADDITIONAL SERVICES: All services provided beyond the basic services described in the Scope of Services included in the Agreement and requiring additional fees beyond those set in the Scope of Services and Fees. Additional fees shall be in accordance with the Hourly Fee Sheet, unless other arrangements are made in writing.

AGREEMENT: Shall be the legally binding written contract outlining the obligations, duties, and rights of the Client and Consultant. The Agreement shall include the Scope of Services and Fees, these General Conditions, and the Hourly Fee Sheet.

HOURLY FEE SHEET: Consultant's rate schedule charged for hourly services and reimbursable fees attached hereto and if not attached made a part of these General Conditions by reference.

2. **RESPONSIBILITY:** The Owner and Client jointly and severally shall be responsible for all debts incurred under this Agreement as well as all debts incurred in collecting delinquent fees due the Consultant, including reasonable attorney fees.

3. **PRIME SERVICES OF THE CONSULTANT:** Consultant agrees to provide basic services outlined within the attached "Scope of Services and Fees". The Scope of Services and Fees shall include as a minimum: 1) date and term of the Agreement; 2) basic fees for the Scope of Services detailed; and 3) hourly fees for any Additional Services. All other conditions of the Agreement shall be as presented within these General Conditions. In the event of a conflict between the Scope of Services and Fees and the General Conditions, the General Conditions shall prevail and all non-specified services shall be deemed Additional Services. The following list of services shall be deemed as Additional Services unless specifically included by name: Archeological/Historical Studies; Architecture; Landscape Architecture; Irrigation Design, Electrical, or Mechanical Engineering; Environmental/Biological Services, Traffic Studies; FDOT Permitting; Water Use Permitting; Construction Staking; Easement Preparation; or Specific Purpose Surveys.

4. **CLIENT'S RESPONSIBILITY:** The Client shall be responsible for providing all necessary information required by the Consultant in conducting the work under this Agreement. The Client shall provide as a minimum: 1) right of entry to the project site; 2) land surveys and study data on the project and site; 3) title work showing all encumbrances on the property; and 4) thorough and timely responses to all of the Consultant's requests for information.

5. **CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS:** All services provided by the Consultant are for the benefit of the parties specifically named along with their Professional designees. No other person or entity may use any information provided by Consultant under this Agreement without the Consultant's prior written consent. All original documents and copies thereof, produced as a direct or indirect result of this Agreement, shall be the property of the Consultant, and any reuse by the Client or Owner shall be prohibited. Consultant reserves the right to reuse all documents without consent of the Client or Owner.

6. **TERMS OF PAYMENT:** All fees for services rendered under this Agreement will be invoiced to the Client on a monthly basis. All invoices are due upon receipt and subject to a late fee and finance charge of 1½% per month which is an annual rate of 18%, or the maximum allowable by law, on any balance past due more than thirty (30) days after the date of the invoice. In the event Client fails to pay Consultant within thirty (30) days of the invoice date, Client agrees that Consultant has the right to consider this Agreement breached and, upon five (5) days written notice, terminate all services and demand full payment for all services rendered. During the notice period, Client shall have the right to remedy all payment issues with no restart penalty. Client further agrees that should the termination period expire without resolution of payment issues, there will be a restart fee for re-commencing the project upon payment for all debts due. This fee shall be no less than 10% of the total value of the Agreement.

7. **CHANGED CONDITIONS AND ADDITIONAL SERVICES:** Any changes, modifications, additions, or substitutions made to this Agreement, either orally or written, will result in additional fees and charges. Additional fees will be based upon Consultant's hourly rates as detailed on the attached Hourly Fee Sheet. Changed conditions shall include any modification directed or requested by the Client; any changes in laws, rules, regulations, policies, or ordinances of any regulatory agency having jurisdiction over the work; any changes to the Scope of Services and Fees of this Agreement beyond the Consultant's control; and any work which, in the Consultant's sole discretion, is outside of the scope of this Agreement and necessary for the proper sequencing and completion of the Agreement.

8. **OUTSIDE CHARGES, SUB CONSULTANT FEES AND REIMBURSABLES:** The services of the Consultant do not include fees for permits, permit inspections, application fees, consultants, attorney fees, title searches, abstracts, reproduction fees, travel, or any other "outside" or "sub consultant" charges or services not specifically detailed within the Scope of Services and Fees of the Agreement. All such charges are subject to a 10% surcharge if invoiced through the offices of the Consultant.

9. **TERMINATION:** All work under this Agreement may be terminated, with or without cause, by either party, upon five (5) days written notice. Upon termination, Consultant shall be entitled to payment for all services rendered up to the time of termination subject to all original "Terms of Payment".

10. **ASSIGNMENT:** Client agrees that no portion of this Agreement may be assigned to any party other than the assigns or representatives of the Consultant.

11. **SEE SCHEDULE ADJUSTMENT:** Hourly fees will be charged at the rates in force during the time the services are rendered. Consultant reserves the right to adjust hourly rates annually and charge the most current fees for all services rendered.

12. **DIGITAL MEDIA:** Digital media and data are supplied at the Client's sole risk. Consultant assumes no responsibility for the existence of viruses or defects in the transmitted digital files or media. Client agrees to verify the data to ascertain its accuracy for the intended use. In the event of conflicts between digital information and certified or record drawings, the drawings shall prevail. Consultant reserves the right to revise, update, and improve its electronic data without notice or liability.

13. **GOVERNMENTAL AND/OR REGULATORY AGENCY ACTIONS:** Consultant shall not be liable for damages resulting from delays, actions, inactions, or conditions placed upon the Consultant's work by any Governmental or Regulatory Agency or their assigns. No guarantee, either written or implied, is made regarding the receipt, adequacy, or sufficiency of any Governmental or Regulatory Permit.

14. **ENFORCEMENT:** Should actions be necessary to enforce any provision of this Agreement, or to collect any portion of fees or debts payable, the Client shall pay for all costs of litigation, collection expenses, witness fees, court costs, and reasonable attorney fees to the Consultant should the Consultant prevail. In the event Client initiates a complaint or law suit against Consultant due to an alleged failure to perform, error, omission, or act of negligence and the suit is not successfully prosecuted, the Client agrees to pay all original and additional Consultant fees and any and all costs of defense, including reasonable attorney fees and associated court costs. All parties to this Agreement agree to waive all rights to a trial by jury in any and all disputes.

15. **LEGAL JURISDICTION AND SEVERABILITY:** Client and Consultant agree that any action brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Sarasota County, Florida. Should any provision of this Agreement be unenforceable for any reason, all other provisions shall remain in force and enforceable to the maximum extent of the law.

16. **FIDUCIARY RESPONSIBILITY:** It is mutually agreed that neither the Consultant nor any of the Consultant's sub consultants have a fiduciary responsibility to the Client or Owner.

17. **LIMITS OF LIABILITY:** To the fullest extent permitted by law, the execution of this Agreement Limits Consultant's liability for damages to the sum of \$100,000. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. **PURSUANT TO FLORIDA STATUTES 558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF USE MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

18. **STANDARD OF CARE:** Consultant and Client agree that all work under this Agreement shall meet a "normal" or "ordinary" standard of care for all services rendered. Such care shall further be defined as a level or quality of service ordinarily provided by other similar consultants of good standing in their field of practice, contemporaneously providing similar services in the same locality and under the same circumstances.

19. **ENTIRE AGREEMENT:** This document along with the Scope of Services and Fees and the Hourly Fee Sheet represent the entire Agreement between the parties. If the executed Agreement is delivered to Consultant more than forty-five (45) days after the earliest written date hereon, the terms may be subject to change.

DMK ASSOCIATES, INC.
STANDARD FEE SHEET
Effective January 1, 2021

FEE SCHEDULE

Hourly Fee

Principal/Expert Testimony	\$210.00
Sr. Project Manager	\$185.00
Project Manager	\$160.00
Project Engineer/Sr. Surveyor	\$150.00
Design Engineer/Surveyor	\$125.00
Engineer/Designer	\$110.00
Sr. CAD Technician IV	\$105.00
CAD Technician III	\$ 95.00
CAD Technician II	\$ 90.00
CAD Technician I	\$ 85.00
Sr. Inspector	\$135.00
Sr. Party Chief/ Inspector/Field Tech	\$ 90.00
Sr. Instrument Man/Inspector 3/Field Tech 3	\$ 70.00
Instrument Man/Inspector/Field Tech	\$ 60.00
Rodman	\$ 40.00
Administrative V	\$ 75.00
Administrative IV	\$ 70.00
Administrative III	\$ 60.00
Administrative II	\$ 55.00
Administrative I	\$ 50.00
1 Man Crew	\$120.00
2 Man Crew	\$160.00
3 Man Crew	\$200.00
4 Man Crew (Traffic)	\$ 230.00

FEE SCHEDULE

Hourly Fee

Delivery	\$ 50.00
Expenses other than field & office supplies	Cost + 10%
Barrier Island Surcharge	\$120.00 flat rate
Motor Boat (in addition to Survey Crew)	\$ 175.00 per day
ATV (in addition to Survey Crew)	\$ 150.00 per day
Depth Finder (in addition to Boat and Survey Crew)	\$ 30.00 per hour
GPS Equipment (in addition to Survey Crew)	\$30.00 per hour
Concrete Monuments	\$ 40.00 / each
<u>Photo Copies:</u>	
"A" copies – 8 ½" x 11"	\$.25 each
"B" copies - 11" x 17"	\$ 1.25 each
"C" copies – 18" x 24"	\$ 3.00 each
"D" copies – 24" x 36"	\$ 5.00 each
Certification (sign/seal)	\$ 10.00 each
Retrieval Fee (over 30 days)	\$ 50.00 each
Digital File (per disk)	\$ 50.00 each
Mileage	\$ 0.80 per mile

Proposed Tree Removal List 12/20/21

Bella Pasque 4129-4133 D	Del Villetti 4282-4286 D 4322-4326 D
Bella Terra 4908-4912 4983-4987 4998-5002 5015-5017 5017-5019 5022-5024 5047-5049 Cernala Court 4505-4909	4334-4338 4398-4402 4411-4415 D 4426-Borghese 4434-4438 D 4443-4447 4451-4453 D 4467-4471
Cancello Grande 4543-4545 4570-Corso Cancello-4937 Bella	Gaeta Drive 4618-4626 4656-4660
Corso Venetia 4231-4235 4240-4244 D 4327-4329 D 4340-4344 4376-4380	Natale Drive 4339-4349 4342-4350 Sintina Court 4330-4334 4418-Empty Lot 4438-4439
Del Santi 4308- 4310 4312-4314 4314-4316 D 4338-4340 4357-4361	San Tomaso 4880-4890

D=Drain

Villa Paradiso has had a very productive past few weeks. We've had one villa sell in the past week, again sold within 3 days of listing. All of our new villa residents are beginning to appear for their first winter in Florida and it's nice for them to meet each other.

2021 has been a turning point for Villa Paradiso with many changes and this past month they've all come to fruition

1. We met with our new Landscape contractor with the Landscape Review Committee to set the stage for January 1. He's been fully versed on our Long-Term landscape plan and will be meeting with that project team at the beginning of year.
2. The Landscape Review Committee is updating the community guidelines to reflect our new landscape plans. The ARC committee presented revised guidelines as well.
3. We've set several priorities for 2022 the first being a preserve cutback. This will wrap up one source of frustration we've had this year which is tree trimming. As of this week, all of our palms are finally trimmed and look great and maintaining this is a priority that the Board has a strong commitment to going forward and played a major factor in our recent quarter dues assessment.
4. With the assistance of our Landscape contractor, we're drafting a 2022 calendar which will include the implementation of the first step in our Landscape Project plus any other major projects such as pool renovation, etc.
5. We've had another tour by Westcoast with Brian to again review expectations and ensure that there's a good understanding of the scope of their work within VP and that we begin 2022 with a good foundation going forward.
6. Mulch finally showed up and shortly after the pigs showed up! With basically zero rain in October, November and so far in December, the "battle of the pigs" has started early for all of us, and Norm was kind enough to drop by and view the recent pig-party sites and fill us in on the plan so far.
7. Finally, we're busy preparing for our Annual meeting in January.

VNAOne

Sales have quieted down, for good reasons, nothing available when this was written. Still lots of activity with owners updating and upgrading pools, property, driveways and home exteriors. Many projects have been faced with time delays due to shortages in the supply chain and manpower.

A number of homes are beautifully decorated for the holidays and I would suggest taking some time for an evening drive through the community.

From all Venetia residents from all of us in VNAOne... Our Wishes for a Happy and Healthy Holiday Season and New Year.

Don't forget to send in your proxies and electronic notification forms. The upcoming annual meeting is on Jan. 11, and will be held via zoom. Being as there will be no election and concerns over the new virus strain the VNAOne Board determined it would be safest. You can send your forms Lighthouse or drop it off with a VNAOne Board Member. Even with no election this year, we still must receive a good number of proxies and/or attendees to avoid a second mailing and setting another meeting date.

Hog Report

Traps have been relocated. It usually takes a few days for the hogs to accept them, so far two more hogs have been trapped.

Norm Hotz