Venetia Community Association, Inc.

A Corporation Not-for-Profit c/o Sunstate Management Group, Inc. 228 Ponce de Leon Ave, Venice, FL 34286Phone – 941-870-4920

Draft Minutes of the Board of Directors Meeting March 28th, 2022 at 9:00 a.m.

Call to Order - The Meeting was called to order at 9:00 am by Vice President Dick Mole.

Proof of Notice - The meeting was posted in accordance with the By-laws of the Association and Floridastatute 720.

Determination of a quorum – A quorum was established with the following Directors present or by Zoom: Vice President; Dick Mole, Treasurer; Tanya Henze, Secretary; Cindy Beckley, Directors Mary Jane Apicello, Art Apicello, Michael Jalbert was present via Zoom. Also present were Brian Rivenbark and Lynn Priest (via Zoom) from Sunstate Management Group. President Ann Viel was absent.

Minutes – **MOTION** made by Art Apicello and seconded by Cindy Beckley to approve the minutes of the February 28th, 2022 meeting. **Motion passed unanimously.**

Presidents Report - Dick Mole gave the report.

Treasurers Report – As attached to these corporate records, Tanya Henze gave the report from the February 28, 2022 financials. **MOTION** made by Mary Jane Apicello and seconded by Cindy Beckley to accept the Treasurers report as presented. **Motion passed unanimously.**

Committee Reports -

- Communications Norm Hotz reported. New facebook page was discussed. MOTION made by Cindy Beckley and seconded by Tanya Henze to allow comments on the Facebook page for three months. Tie Vote 2-2, motion was not passed and will be tabled until next meeting.
- Finance Committee Jennifer Smouse gave the report.
- -Infrastructure Committee Bill Crocker reported
- -Welcome Committee Mary Hrisoulis gave the report. 7 new closings, welcome bags have been delivered.
- -Amenities Donna DeLuca reported.
- -Environmental Michael Gibson reported
- **-Landscaping** Jackie Cleary gave the report. **MOTION** made by Cindy Beckley and seconded by Art Apicello to approve expenditure of \$2,043.00 to West Coast Landscaping for 2 pallets of sod where palm was removed and by the corner of Natalie & Corso. **Motion approved unanimously.**

Tree and Gutter Report – George Sperry reported.

Road Committee – George Sperry reported. George gave an overview of the bids received for the road project. Based on past experiences and other residents opinions, Ajax paving proposal was recommended by George Sperry. There are sufficient reserve funds to cover the expense of this project with no additional

assessment needed to residents. George Sperry also explained there is an insurance bond at the cost of \$8395.00. This bond ensures that the project will be completed satisfactorily and will be completed in time stated. Discussion was held regarding the reputation of Ajax paving and whether or not the insurance bond is needed. **MOTION** made by Cindy Beckley and seconded by Art Apicello to approve the Ajax Paving contract without the additional insurance bond option. **Motion passed unanimously.**

Citizens Patrol – Norm Hotz reported.

Preserves Committee – Michael Gibson reported. Members of the Preserves Committee are as follows:

Michael Gibson – Co Chair

Mary Eve – Co Chair

Jan Weis

Phil Dennington

George Ware

Bill Lewis

Linda Braun

Michael Jalbert

MOTION to approve members of Preserve Committee by Cindy Beckley and seconded by Mary Jane Apicello. **Motion passed unanimously.**

MOTION made by Cindy Beckley and seconded by Tanya Henze to accept all committee reports. **Motion passed unanimously.**

Social Club – Mary Jane Apicello reported.

Sub-Association Reports

- Villa Paradiso Jan Weis reported.
- VNA 1 Norm Hotz reported
- Villa Vivaci No report
- Casa di Amici Russ Henze reported.

Management Report – Brian Rivenbark reported. Homeless camp was removed by the sheriffs department. Owner reported that there is another blue tarp and bicycles there again. Sheriffs department will be contacted again about this issue.

New Business – Creation of Hog Committee **MOTION** made by Cindy Beckley and seconded by Mary Jane Apicello to approve the creation of a Hog Committee. **Motion passed unanimously.**

Members of the Hog Committee:

Paul Nahas, Barbara Nahas, Chuck DeWire, Jim Irr and Joe Marino

MOTION to approve hog committee members made by Cindy Beckley and seconded by Mary Jane Apicello. **Motion passed unanimously.**

Unfinished Business - None

Owner Comments-None

Next Meeting – April 25th, 2022 at 9:00 am.

MOTION made by Tanya Henze and seconded by Art Apicello to adjourn the meeting. **Motion passed unanimously.**

Meeting was adjourned at 11:19 am

Respectfully submitted,

Lynn Priest - Administrator, for Brian Rivenbark/LCAM, for The Venetia Community Association Board of Directors

Amenities Committee report to VCA Board of Directors Meeting March 28th - 2022

The Amenities Committee met on mon 03/21/22: Attendees: Donna DeLuca, Mark Link, Sharon Boyton, Edie Reiter, ,Eric Barth, Marie Bonanno, Pete Bonanno, Jim DiFazio, Joe Bouchard, Jim Irr,

POOL and SPA

4 volunteers continue to monitor the pool chemical reports each week. Pool and Spa cleaning of tiles plus algae accumulation added to the fact that its pollen season has become very challenging with so many visitors, families and vacationers on site over the last 2-3 weeks. Showering before and after entering the pool to remove oils and lotions is important in helping keep this under control, but not adhered to by most of the pool visitors. Another e-blast will remind all about various pool rules/guidelines.

We have reported at least 3 irrigation heads that are in need of repair/replacement. One inside the planter is now pouring irrigation/well water into the pool itself. We hope landscaping can address the repairs asap.

We have been ordered by Sarasota County to add another sign relative to maximum pool depth. This needs to be taken care of before the next quarterly inspection.

Our infrastructure committee has requested we order new depth/numerical tiles which will need replacement when they work on the pool deck pavers.

CLUBHOUSE

Exterior was power washed the week of Jan 17th.

The carpet in the card room was shampoo'd the week of March 14th Pool deck will be scheduled for powerwashing at the end of April after Easter week.

COURTS:

All Courts are getting a lot of use. Pickleball, tennis and bocce play every morning, some evenings under the lights and open play on Sunday. Between all 3 groups there are almost 125 active players taking advantage of the facilities. Bocce league season ends with Tournament Play the week before Easter.

FITNESS Room

New equipment has been installed and met with overwhelming positive comments. We are waiting to hear from the Fitness Rep about 2 training sessions. We also are inquiring about a deep clean session for the other machines and a regular yearly maintenance contract.

POOL Rules Issues:

The committee has recently had to deal with two issues of pool/spa violations. The committee is working with Sunstate, sending letters/emails to the residents and/or tenants regarding continued violations of the Rules and Regulations of the Recreational Facilities. The Amenities Committee will review violations that involve more than a "friendly reminder" letter. Blatant violations result in deactivation of the residents fob and a fine of \$50 before re-activation occurs.

CITIZEN PATROL: There were two incidents of door to door soliciting in the last two weeks. In both instances it was the same individual representing TruGreen Chem Lawn. In both cases after I received the calls from owners I was able to find the individual and escorted him off the premises. We also went through the neighborhood and removed all the door hangars he left at homes. A door hanger in place for several days sends a message that no one is home an invites trouble. I would like to request that the Board send a strong letter to the TruGreen corporate offices that they cease this practice immediately or they can be banned from doing business in the community.

Venetia Communications Committee Report

March 2022

The Communications Committee would like to recommend that the board allow residents to comment on posts on the Venetia Facebook Page.

Members will not be allowed to create a post without it being vetted first.

They would be allowed to comment on existing posts. These comments will be monitored and removed if necessary. The guidelines being:

- 1. Be Kind and Courteous We're all in this together to create a welcoming environment. Let's treat everyone with respect. Healthy debates are natural, but kindness is required.
- 2. No hate speech or bullying Make sure everyone feels safe. Bullying of any kind isn't allowed, and degrading comments about things like race, religion, culture, sexual orientation, gender or identity will not be tolerated.
- 3. No promotions or spam -Give more than you take in this group. Self-promotion, spam and irrelevant links aren't allowed.

 All eblasts will be posted on the Facebook page but comments will be disallowed. This is an area that might lead to negative comments. For example, if there is a post pertaining to the Tree Committee and someone does not want the trees to be removed, then they may want to add a comment. So, comments for this type of posting should not be allowed.

It might be advantageous to consult with our lawyer on this regarding liability.

The printed directory is still on track for the middle of April.

The Communications Committee has learned from Brian Rivenbark of Sunstate Management Group, Inc. that our community is not required by law to send a printed version of the e-newsletter to those who do not have email or who have not granted Venetia permission to send them email correspondences. The Communications committee has, therefore, decided to discontinue sending a printed version of the e-newsletter. This will save the community approximately \$385 per issue or \$1155 per year. A copy of the most current newsletter will be posted at the clubhouse and each newsletter will continue to be available on the website.

Joe Holler

Environmental Report 3/28/2022

Shore remediation on pond 11 was completed by Solitude Lake Management at a cost of \$13,400.

Brazilian pepper removal behind a residence on Bella Terra was done, cost incurred by the homeowner.

Pond 11 lilypads were eradicated by the aquatics contractor.

Sump 38 was cleaned of nuisance vegetation, no cost to VCA.

Sump 27 was cleaned by volunteers, no cost to VCA.

Pond 10 was noted as having several washouts that will need attention in the future.

Dave Bakula

Mary Lou Holler

Environmental Committee

VCA Finance Committee Minutes of Meeting March 11, 2022

The meeting was called to order at 10am by Chairwoman Jennifer Smouse. Attending were Jim Chmielak, Tanya Henze, Mary Eve and Cindy Beckley. Roger DeNiscia Sr was absent.

Jennifer noted that the VCA Board, at the February 28, 2022 meeting, had voted to dissolve the Planning Committee chaired by Roger. Cindy said she voted against this dissolution, as she felt the committee was an integral part of the budget process, and she hoped that this committee would continue with the requested information from each VCA committee for the budget line items from which those committees expect payment of invoices.

Jennifer reported that the next CD that is coming due on April 11 2022 is with Bank Ozark in the amount of \$236, 365. This is an operating account. It was suggested to Tanya that Betsy at Sunstate may have a contact at this bank for current money market rates. Jennifer will check for rates at Centennial Bank as there are currently no accounts there.

Tanya will remind Betsy about the Cadence ICS account, as it has not been opened as yet.

The upcoming road paving project was discussed and it was noted that this project could take much of the money in the reserves account. Bids for this project will be opened at the clubhouse on Monday, March 14, 2022 at 10am.

Jennifer inquired about the status of the 2021 Audit and noted it was June or July last year before the previous year's audit was completed. Tanya will ask Betsy about the status.

It was noted that Phase 1 of the tree removal was completed and the contracted amount of \$20,000 for this phase is due.

The next meeting of this committee will be held on Friday, April 8, 2022 at 10am at the Venetia Clubhouse.

A motion to adjourn was made by Jim seconded by Mary and unanimously carried.

Respectfully submitted, Cindy Beckley Recording Secretary

Hog Report

Not yet official committee:

HOG COMMITTEE: I would like the board to consider the formation of a hog committee. I am currently putting together a list of people for the committee to approve. Although some activity is taking place throughout the community, it appears that most of the activity is taking place behind homes on Bella Terra which has not occurred for several years. Some owners have spotted the hogs coming into the community from openings in the berm between Venetia and Hour Glass. Our hope is to move a trap to that area ASAP.

March 2022 Infrastructure Report

This Report is for the period from 2/23/2022 thru 3/22/2022

3/1 & 3/2 — Converted all 79 flat rate Streetlights from High Pressure Sodium to New Technology LEDs which will improve lighting and reduce power cost. The 31 metered Streetlights were done last Year. Now all 110 Streetlights are completed. We also reinstalled Drop Arm that was knocked off at Jacaranda Entrance. Reinstalled Drop Arm at Woodmere Entrance that was also knocked off by persons unknown.

- 3/8 Checked Pool Deck for tripping hazards and settling pacers. Once we obtain necessary supplies we will schedule this project. We also helped clear out Fitness Room to get ready for New Equipment.
- 3/11 Reinstalled Drop Arm once again at Jacaranda Entrance that was hit by persons unknown.
- 3/15 Reset all Community Timers to Daylight Savings Time. Repaired 4 potholes on Corso Venetia Blvd. Cleared Oak Leaves from around Fountain Pump that were chocking off water supply to Pump. Cleaned Mineral buildup on Fountain, Pump and lines on Butterfly Park Fountain. All working good now. Reinstalled Drop Arm again at Jacaranda Entrance that was hit by persons unknown.
- 3/17 Installed New Timer on Fountain in Butterfly Park that turns Fountain on & off at Scheduled Times. The old one stopped working.
- 3/22 Cleaned leaves from the Three Fountains at the Woodmere Entrance Island and treated two of them with rust removal treatment. They will probably need additional treatments because they were so bad. The leaves were clogging the suction ports of the pumps. There were at least 2 to 3 inches of leaves in the lower bowls. We also had to modify the TV hanging bracket in order to raise the TV higher to accommodate the new Equipment in the Fitness Room.

The Committee Worked a total of 173 hrs. in the period mentioned above.

Report submitted by Bill Crocker

WWW.WESTCOASTLAWNS.COM P - 1-877-707-LAWN

LANDSCAPE ESTIMATE

March 23, 2022

Venetia #9
Corso Venetia Blvd Venice FL 34293

Dear Board,

We appreciate the opportunity to present a Landscape Enhancement Proposal for your property.

We have measured your property and have determined that the enclosed proposal will provide your property with the quality attention and service it needs.

Westcoast Landscape and Lawns is a professional landscape company. We strive to give the best quality care to each individual client.

We feel confident that, given the opportunity, we will meet all your expectations. If you have any questions regarding the following proposal, please do not hesitate to call.

Sincerely,

TIM GREINER
ACCOUNT MANAGER
941-224-8371
TGREINER@WESTCOASTLAWNS.COM







ANDSCAPE AGREEMENT

This Landscape Construction Agreement ("Agreement" or "Contract"), by and between written, by and between		
Venetia	, (hereinafter referred to as the "Association/Owner")	
which is responsible for the facilities located at	Corso Venetia Blvd Venice FL 34293, 0	

(the "Property") and Westcoast Landscape and Lawns, Inc., who will perform the Landscape Construction services (hereinafter referred to as "Contractor").

In consideration of the mutual covenants, conditions and agreements attached hereto and incorporated herein, and other good and valuable consideration, the parties agree as follows:

Services

The Contractor shall perform the services identified in the Scope of Services set forth on Exhibit "A" to this Agreement (the "Services") at the Property. If additional work, including but not limited to, changes from the initial Services, repairs, replacement, troubleshooting, or replenishment ("Additional Work"), is requested or required, the Association/Owner will be responsible for the cost of labor and material for such work. If Contractor agrees to perform the Additional Work, such

Contract Price

Contractor agrees to perform the Services for a total contractual amount of :

\$2,043.00

TWO THOUSAND FOURTY THREE DOLLARS

For any Additional Work, terms and pricing must be proposed in a change order with such change order executed by both parties. Any such change order will become a part of this Agreement, with the executed change order controlling to the

Terms: Association/Owner shall pay any invoice within thirty (30) days following receipt thereof, and hereby agrees to pay interest at a rate equal to the lesser of 1.5% per month or the highest legal rate on all accounts not received within 45 days of invoice date. Further, the Association/Owner shall be responsible for any collection costs incurred by Contractor in collection of sums past due under this Agreement, including attorneys' fees and costs incurred. Contractor, without prejudice to Contractor's other rights and remedies, may halt any and all further work and services if Association/Owner has failed to timely pay sums due hereunder.

3. Term and Termination

This Agreement shall commence upon acceptance by the Association/Owner and shall continue in effect until the completion of the Services and any Additional Work, unless earlier terminated pursuant to the terms hereof. Either party may terminate this Agreement with ten (10) days prior written notice to the other, for convenience or with cause. Upon termination prior to completion of the Services and/or Additional Work, Contractor shall invoice the Association/Owner for any Services and/or Additional Work completed by Contractor as of the date of effective termination, which Association/Owner shall pay, without setoff, on the terms set forth in Section 2, above.

Insurance

Contractor will maintain throughout the term of this Agreement adequate general liability insurance, broad form contractual liability insurance and worker's compensation to meet its legal requirements. The contractor shall furnish a Certificate of Insurance describing coverage in effect and naming the Association/Owner as an additional insured on any general liability insurance. Association/Owner shall maintain its own liability insurance providing coverage for bodily injury, death, and property damage to any invitee of the Property, and property damage insurance against fire, vandalism,

5. Property Damage

Association/Owner is responsible to notify Contractor of any underground utilities or irrigation systems and other Property conditions. Contractor is not responsible for any damage, including irrigation components, cable lines, power lines, etc. that may occur in the installation process without prior knowledge of location or whereabouts. Contractor is not responsible for the condition of the landscape due to drought, freeze or storm damage. In the event of any damage, Association/Owner and administrative representative of Contractor must allow forty-eight (48) hours for Contractor to inspect said damage, and Contractor shall establish the cause in its reasonable discretion. If the damage was caused by the negligence of the Contractor, Contractor may, at its option, either repair or pay for the repair of any such damage, but only to the extent caused by Contractor's negligence. Cost of the repairs performed by others that have been accepted by Contractor shall be billed to contractor directly and will not be deducted from sums owed to the Contractor by Owner.

6. Limitation of Liability

Contractor assumes no liability for damages caused by conditions beyond Contractor's control. Contractor shall have no liability for any defects in materials provided by others, and shall have no liability for any damages of any kind beyond ninety (90) days following completion of any Services or Additional Work (as applicable). IN NO EVENT SHALL CONTRACTOR OR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, SERVANTS, SUBCONTRACTORS, OR EMPLOYEES BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR

7. Catastrophic or Natural Events

Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., planting, pruning, edging etc., may be temporarily halted, with no liability to Contractor. Acceptable horticultural practices call for minimal pruning of freeze damaged material until the threat of future freezes has passed. Special clean ups and/or pruning due to storms, freezes, human initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material and disposal fees as per the fee and costs lists included herein. If a catastrophic or manmade event were to occur and all or part of the property become un-maintainable as this Agreement outlines, all services for the Association/Owner and the appropriate compensation to the Contractor (as determined by the Contractor in good faith) will be suspended until such time they can be resumed. If only part of the property were damaged, the contract payments and services provided would be prorated accordingly by Contractor in good faith. Work schedules may also be halted or interrupted as a result of government orders or recommendations, including, without any limitation, government orders and recommendations related to the COVID-19 pandemic, all without liability to Contractor.

8. Severability and Waiver

If any section, subsection, sentence, clause, phrase or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. It shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance. Any provision of this Agreement which by its terms survives termination of this Agreement (for example, without limitation, Sections 6 and 11),

X MC PG 3

9. Amendments

No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.

10. Assignment

Neither party may assign this Agreement (or any change order hereunder) without the prior written consent of the other; notwithstanding that, Contractor may assign this Agreement (and any change orders) without consent of the other party as part of the sale of all or substantially all of Contractor's business.

11. Choice of Law and Forum; Attorney's Fees

The parties hereby agree that this Agreement, the construction of its terms and the determination of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida, and that any action or suit arising out of or relating to this Agreement will be brought solely in any state or federal court located in Hillsborough County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. In any such action or suit, in addition to any other relief awarded, the prevailing party shall be entitled to collect from the losing party, the prevailing party's reasonable attorney's fees and costs. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

12. Compliance with Laws

The parties will each comply with all applicable laws, regulations, and ordinances in performance of this Agreement.

13. Counterparts; Signatures

This Agreement may be executed in multiple counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed

14. Entire Agreement

This Agreement (including any exhibits or schedules hereto, and any change orders executed hereunder) is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements

15. Liens

Association/Owner's failure to timely pay the amounts due Contractor under this Agreement may result in a claim of lien against the Property under Chapter 713, Florida Statutes.

X MC PG 4

EXHIBIT A

Scope: 1 irrigation tech will be on site to check area at corner of Natalie & Corso (area of previous removals) and repair / modify the irrigation for proper coverage and operation.

Install 2 pallets of St. Augustine sod in the area where the dideased Reclinata palm was removed and by the corner of Natalie & Corso

que

Accepted and Agreed:			
Contractor:		Association/Owner:	
TIM GREINER			
Westcoast Representative (print)	•	Association/Owner (print)	
Signature DATE 3/23/	22	Signature	DATE
		Jackee Clover	3-23-20

Meeting Notes March 21, 2022

Attendees:

Jackie Cleary Elaine Timms Dick Mole Eric Barth

Next Meeting: April 18, 2022

- Remainder of Mulch will be delivered within next two weeks
- Street Sweeping will be done Friday, April 1, 2022
- All spring trimming of plants have been completed
- Committee agreed to wait to trim all palm trees til October since they we trimmed trees.

Proposals:

- Irrigation repairs needed at Corso and Natale
- Sod needed at Corso and Natale and area between Condos and Villa
- **Approved \$600 to remove diseased Reclinata's between Condos and Villas
- **Approved \$4670.00 for Corso and Natale

VCA Preserve & Vertical Cut Report 3/21/2022

Committee Members Include:

Michael Gibson – Co-Chair 503-896-1089 <u>mdgibson548@gmail.com</u>

Mary Eve – Co-Chair 941-400-3730 <u>veniceflgrandma@aol.com</u>

Jan Weis 727-543-4788 <u>janisweis@msn.com</u>

Phil Dennington 941-493-6360 <u>jdsunshine23@aol.com</u>

George Ware 516-941-8111 <u>gwarelotus@gmail.com</u>

Bill Lewis 941-445-4705 <u>bwl1230@gmail.com</u>

Linda Braun 610-764-9299 nlbraun4486@gmail.com

MJJ - Mike Jalbert 330-328-1286 jalbert@uakron.edu

At our last meeting on 3-18, we set the agenda and priorities for the next few months. We are following up on the legal opinion that VCA has the responsibility to maintain the common areas with vertical cuts on overgrowth in our community. The preserves are part of the wetland habitat and water management system, which protects all of us from flooding.

#1 – We will meet with Andrea Lipstein from Sarasota County Environmental Compliance and Enforcement to determine the restrictions on the preserve area

#2 – Survey of property lines around the common areas, preserve, and berm areas

#3 – Get quotes from landscape providers to determine our yearly budget

#4 – We are planning on starting maintenance in the fiscal year of 2023

On behalf of the Preserve & Vertical Cut Committee

Michael Gibson and Mary Eve, Co-chairs

503-896-1089



Ajax Paving Industries of Florida, LLC.

One Ajax Drive, North Venice, FL 34275 Phone: 941-486-3600

Fax: 941-486-3500 www.ajaxpaving.com

The Future is Riding on Ajax."

To: Contact: Venetia Community Association, Inc. George Sperry Address: 4401 Corso Venetia Blvd. Phone: 941-441-5135 Venice, FL 34293 Fax: **Project Name:** Venetia- 2022 Paving Bid Number: LT22-033 **Project Location:** Woodmere Park Blvd. Off US41, Venice, FL **Bid Date:** 3/8/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Mobilization (10% Maximum)	1.00	LS	\$17,225.00	\$17,225.00
02	Maintenance Of Traffic	1.00	LS	\$41,000.00	\$41,000.00
03	Milling 0" To 1" (2' Wide) & Removal Of Millings @ Storm Inlets	60.00	SY	\$45.00	\$2,700.00
04	Milling 0" To 1" (7' Wide) & Removal Of Millings @ Concrete Curb	35,468.00	SY	\$2.50	\$88,670.00
05	Milling 1" (Full Width) & Removal Of Millings	1,609.00	SY	\$3.00	\$4,827.00
06	Base Asphalt Repair Along Vicenza Drive (Various Areas For Tree Root Damage)	33.00		\$265.00	\$8,745.00
07	Speed Bump Removal		EACH	\$350.00	\$2,800.00
08	1" SP-9.5mm Superpave Overlay	73,811.00		\$7.00	\$516,677.00
09	6" Yellow (Double)	33.00	LF	\$1.00	\$33.00
10	6" Yellow (Single)	85.00	LF	\$0.55	\$46.75
11	18" Yellow (Chevrons)	16.00	LF	\$1.60	\$25.60
12	6" White	980.00	LF	\$0.80	\$784.00
13	12" White (Crosswalks)	1,523.00	LF	\$1.55	\$2,360.65
14	24" White (Stop Bars)	464.00	LF	\$4.75	\$2,204.00
15	Disabled Access Symbol	2.00	EACH	\$110.00	\$220.00
16	White Directional Arrow, Right Turn & Through	2.00	EACH	\$70.00	\$140.00
17	White Directional Arrow, Right Turn	2.00	EACH	\$70.00	\$140.00
18	White Directional Arrow, Left Turn	4.00	EACH	\$70.00	\$280.00
19	White Directional Arrow, Left Turn & Through	1.00	EACH	\$70.00	\$70.00
20	Bidirectional Blue (Fire Hydrant Indicators) @ Roadway Centerline (R&R)	28.00	EACH	\$16.00	\$448.00
21	Manhole Riser Rings	96.00	EACH	\$175.00	\$16,800.00
22	Water Valve Riser Rings	3.00	EACH	\$30.00	\$90.00
23	Base Asphalt Repair Along Vicenza Drive (Various Areas For Tree Root Damage)	1,000.00	SY	\$93.20	\$93,200.00
24	Contingency (5%)	1.00	LS	\$39,974.30	\$39,974.30

Total Bid Price: \$839,460.30

Notes:

- This Proposal includes ONLY those items and services specifically described above.
- This Proposal is based on 1 Mobilization. Additional Mobilizations will require negotiation of price.
- Asphalt overruns due to pre-existing conditions, including soft base, subgrade or base tolerance will be an additional charge of \$100.00 per ton.
- Prices on this quotation are based on construction prior to August 31, 2022. Any construction after this date will be subject to increased prices of labor, materials and supplies.
- Acceptance of this proposal confirms agreement with and incorporation of the standard terms of contract of Ajax Paving Industries of Florida, LLC.
 This proposal is binding on customer when signed and transmitted to Ajax by mail, PDF, or facsimile.
- The prices on this quotation are firm for 30 days from the date of this quote.
- A 30% down payment is required and the remainder of balance is to be paid within 30 days of job completion.

3/16/2022 9:48:50 AM Page 1 of 2

AJAX .

Ajax Paving Industries of Florida, LLC. One Ajax Drive, North Venice, FL 34275

One Ajax Drive, North Venice, FL 34275 Phone: 941-486-3600 Fax: 941-486-3500 www.ajaxpaving.com

The Future is Riding on Ajax."

То:	Venetia Community Association, Inc.	Contact:	George Sperry
Address:	4401 Corso Venetia Blvd.	Phone:	941-441-5135
	Venice, FL 34293	Fax:	
Project Name:	Venetia- 2022 Paving	Bid Number:	LT22-033
Project Location:	Woodmere Park Blvd. Off US41, Venice, FL	Bid Date:	3/8/2022

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	Ajax Paving Industries Of Florida, LLC
Buyer:	
Signature:	Authorized Signature:
Date of Acceptance:	Estimator: Lauren Taylor
	941-486-3600 ltaylor@ajaxpaving.com

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Road Committee Report 3/28/22

The Road Committee along with some of the members of the Venetia Board of Directors met with Kreg Maheu and Jeffery Raykos of DMK on 14 March. Larry Allen, also of DMK, attended the meeting via speaker phone.

The purpose of the meeting was to open and review bids from paving contractors for the resurfacing of community roads. Requests for bids had gone out to five companies and three had responded.

After review of the bids, the Committee voted to pursue more information from Ajax Paving Industries. The Committee would like to learn more about many of the aspects of the project before making a recommendation to the Board.

A meeting is scheduled for Wednesday, 23 March at 11 AM at the clubhouse. The meeting will include DMK and Ajax Representatives along with members of the Road Committee and any interested members of the community.

The Road Committee expects to make a recommendation to the Board on 28 March for the selection of a paving contractor.

Road Committee Chairman George Sperry

SECURITY:

CAMERAS: We are currently getting pricing from our contractor for an hour or two to evaluate the system and see what fine tuning or updating we may be in need. We would appreciate an expenditure of up to \$150.00 which should cover the evaluation and some fine tuning of existing equipment.

VCA Treasurer Report

February 28, 2022

Total Liabilities and Equity:	\$1,491,164.17
Total Reserves Balance:	\$1,066,793.58
Total Expenses:	\$114,745.93
Over Budget	\$13,926.44
YTD Under Budget	\$3,191.87
Administrative Expenses:	\$7780.90
Under Budget	\$1652.85
YTD Under Budget	\$2014.79
Grounds Expenses:	\$41,833.00
Over Budget	\$15,008.00
YTD Over Budget	\$2684.60
Maintenance Expenses:	\$7519.66
Under Budget	\$80.04
YTD Under Budget	\$5803.76
Pool & Recreation Expenses:	\$3110.15
Under Budget	\$373.19
YTD Under Budget	\$125.72
Utilities Expenses:	\$54,183.18
Over Budget	\$1109.11
YTD Over Budget	\$2237.02

Accounts Receivables: \$8,847.27

As of 2/28/22 the total is \$8,847.27. 15 homeowners have not paid full 1st quarter fees.

As of 2/28/22 there were 14 homeowners that had not paid the 1st quarter fees in full and have a small balance due.

As of 3/23/22 there were 4 homeowners who had not paid 1^{st} quarter fees. 3 homeowners have been sent NOLA's and 1 homeowner has been turned over to our attorney.

As of 3/23/22 the total is \$2710.73 and there were still 8 homeowners that have not paid the 1st quarter fees in full and have a small balance due. Sunstate is in process of calling these homeowners.

Tree and Gutter Committee Report 3/28/22

The tree removal and replacement project began on 7 March and by the end of the day on 9 March ArtisTree had removed all 40 oak trees from the neighborhood. The initial stump grinding also took place that week and it was completed on 17 March.

The new trees were delivered on 21 March and some of the new trees were planted that day. The secondary stump grinding took place on 22 March and more than half of the trees were planted. A large hole was filled in where a tree was removed at Cancello and Bella. This may require the purchase of additional sod to cover it. The contractor expects to have the entire project done by the end of March. Committee members will do a final inspection when the project is completed.

Committee members trimmed the previously planted Shady Lady Trees and ArtisTree allowed us to dispose of the trimmings into their tree removal process. The ArtisTree people have been great to work with. They have kept us informed of their schedule and they have stuck to it.

It was disappointing to learn that Howell Concrete & Land Service has not yet scheduled the gutter repair project. When I emailed him earlier this month, he related that he did not receive the down payment check and therefore he did not schedule the work.

Will asked that I let him know when the Paving Project will start. He hopes that he can get the gutters repaired prior to that date.

Tree and Gutter Committee Chairman

George Sperry

VILLA PARADISO REPORT FOR MARCH

Good morning!

First, we have new neighbors! Please welcome Lisa Newman and her mother June who now reside at 4331 Nizza Court. They're in the process of renovating and getting acquainted with Venetia and Venice. We all know how stressful that can be so any help we can provide I'm sure will be welcome!

Spring is here! Twin Palm has been busy fertilizing our grass to get it ready for the growing season and the trees are now in full swing dropping their old leaves for new ones. We're still on a bi-weekly schedule through this month for landscaping (see our attached March schedule). We're waiting to hear about the timing for the VCA Westcoast street cleaning which should be scheduled soon.

Our Architectural Committee is doing walkthroughs on a regular basis and the Landscaping Committee is now doing monthly walkthroughs the last Wednesday of each month after our Board Meeting. We are fully committed to begin work on Zone 1 (driveways) and the Project Team has met to begin gathering info that the Board needs to proceed. Most likely we're looking at mid-summer for this project due to some major projects taking place in advance of our starting such as oak tree removal/replanting, sidewalks, and our roads project. When we start Zone 1 we want all of these projects completed so there's no interruptions. Keep up by attending our Board meetings, personally or via Zoom.

Board Meetings are always the last Wednesday of the month going forward; make sure to attend the March 30 meeting as we'll be reviewing revised Landscape Guidelines and updating you on decisions concerning the Roads project. As well, VCA has a Preserve committee, formed last month. While VCA is now responsible for the maintenance of all preserve areas, we will still proceed to get quotes for our preserve cutback in Villa Paradiso. VCA will formally take over this project going forward beginning 1/1/23. We know the preserve is a priority for our residents as it affects 62% of our homeowners in VP.

On a social note, make sure you have **March 18 circled on your calendars**; we'll be having our Spring cookout at Nizza Court, and both homeowners and renters are invited to attend. If you are a renter, PLEASE notify your renters of this date. Time and details will be coming from Linda Braun, our Social Committee Chair. I'm sure Linda would appreciate any help you can provide in setting things up!

Pool update: completion so far - draining, resurfacing, installation of broken lightening and deep-end ladder and new tiles - basically a beautiful new pool! Pool is filled, now doing a safe-check, and shocked the water with required chemicals and are waiting on the County inspector to sign off. You'll get an announcement once that occurs, hopefully in a matter of days.

VNAOne Report

Lots of improvements and updating at properties throughout the neighborhood. A number of pools being added by new and existing owners. A large number of oaks have been removed and replacements are in place. Everyone should please follow the watering instructions sent to owners in an e-blast to ensure that these trees thrive.

Welcome Committee Report VCA meeting - March 28, 2022

Since the February report, there have been 7 new closings. Fobs are activated remotely, and Welcome bags are being delivered.

Submitted on March 22, 2022

By Mary Hrisoulis

Venetia Community Association, Inc.

A Corporation Not-for-Profit c/o Sunstate Management Group, Inc. 228 Ponce de Leon Ave, Venice, FL 34286Phone – 941-870-4920

Draft Minutes of the Board of Directors Meeting March 28th, 2022 at 9:00 a.m.

Call to Order - The Meeting was called to order at 9:00 am by Vice President Dick Mole.

Proof of Notice - The meeting was posted in accordance with the By-laws of the Association and Floridastatute 720.

Determination of a quorum – A quorum was established with the following Directors present or by Zoom: Vice President; Dick Mole, Treasurer; Tanya Henze, Secretary; Cindy Beckley, Directors Mary Jane Apicello, Art Apicello, Michael Jalbert was present via Zoom. Also present were Brian Rivenbark and Lynn Priest (via Zoom) from Sunstate Management Group. President Ann Viel was absent.

Minutes – **MOTION** made by Art Apicello and seconded by Cindy Beckley to approve the minutes of the February 28th, 2022 meeting. **Motion passed unanimously.**

Presidents Report – Dick Mole gave the report.

Treasurers Report – As attached to these corporate records, Tanya Henze gave the report from the February 28, 2022 financials. **MOTION** made by Mary Jane Apicello and seconded by Cindy Beckley to accept the Treasurers report as presented. **Motion passed unanimously.**

Committee Reports -

- Communications Norm Hotz reported. New facebook page was discussed. MOTION made by Cindy Beckley and seconded by Tanya Henze to allow comments on the Facebook page for three months. Tie Vote 2-2, motion was not passed and will be tabled until next meeting.
- Finance Committee Jennifer Smouse gave the report.
- -Infrastructure Committee Bill Crocker reported
- -Welcome Committee Mary Hrisoulis gave the report. 7 new closings, welcome bags have been delivered.
- -Amenities Donna DeLuca reported.
- -Environmental Michael Gibson reported
- **-Landscaping** Jackie Cleary gave the report. **MOTION** made by Cindy Beckley and seconded by Art Apicello to approve expenditure of \$2,043.00 to West Coast Landscaping for 2 pallets of sod where palm was removed and by the corner of Natalie & Corso. **Motion approved unanimously.**

Tree and Gutter Report – George Sperry reported.

Road Committee – George Sperry reported. George gave an overview of the bids received for the road project. Based on past experiences and other residents opinions, Ajax paving proposal was recommended by George Sperry. There are sufficient reserve funds to cover the expense of this project with no additional

assessment needed to residents. George Sperry also explained there is an insurance bond at the cost of \$8395.00. This bond ensures that the project will be completed satisfactorily and will be completed in time stated. Discussion was held regarding the reputation of Ajax paving and whether or not the insurance bond is needed. **MOTION** made by Cindy Beckley and seconded by Art Apicello to approve the Ajax Paving contract without the additional insurance bond option. **Motion passed unanimously.**

Citizens Patrol – Norm Hotz reported.

Preserves Committee – Michael Gibson reported. Members of the Preserves Committee are as follows:

Michael Gibson - Co Chair

Mary Eve – Co Chair

Jan Weis

Phil Dennington

George Ware

Bill Lewis

Linda Braun

Michael Jalbert

MOTION to approve members of Preserve Committee by Cindy Beckley and seconded by Mary Jane Apicello. **Motion passed unanimously.**

MOTION made by Cindy Beckley and seconded by Tanya Henze to accept all committee reports. **Motion passed unanimously.**

Social Club - Mary Jane Apicello reported.

Sub-Association Reports

- Villa Paradiso Jan Weis reported.
- VNA 1 Norm Hotz reported
- Villa Vivaci No report
- Casa di Amici Russ Henze reported.

Management Report – Brian Rivenbark reported. Homeless camp was removed by the sheriffs department. Owner reported that there is another blue tarp and bicycles there again. Sheriffs department will be contacted again about this issue.

New Business – Creation of Hog Committee **MOTION** made by Cindy Beckley and seconded by Mary Jane Apicello to approve the creation of a Hog Committee. **Motion passed unanimously.**

Members of the Hog Committee:

Paul Nahas, Barbara Nahas, Chuck DeWire, Jim Irr and Joe Marino

MOTION to approve hog committee members made by Cindy Beckley and seconded by Mary Jane Apicello. **Motion passed unanimously.**

Unfinished Business - None

Owner Comments-None

Next Meeting – April 25th, 2022 at 9:00 am.

MOTION made by Tanya Henze and seconded by Art Apicello to adjourn the meeting. **Motion passed unanimously.**

Meeting was adjourned at 11:19 am

Respectfully submitted,

Lynn Priest - Administrator, for Brian Rivenbark/LCAM, for The Venetia Community Association Board of Directors



Amenities Committee report to VCA Board of Directors Meeting March 28th - 2022

The Amenities Committee met on mon 03/21/22: Attendees: Donna DeLuca, Mark Link, Sharon Boyton, Edie Reiter, ,Eric Barth, Marie Bonanno, Pete Bonanno, Jim DiFazio, Joe Bouchard, Jim Irr,

POOL and SPA

4 volunteers continue to monitor the pool chemical reports each week. Pool and Spa cleaning of tiles plus algae accumulation added to the fact that its pollen season has become very challenging with so many visitors, families and vacationers on site over the last 2-3 weeks. Showering before and after entering the pool to remove oils and lotions is important in helping keep this under control, but not adhered to by most of the pool visitors. Another e-blast will remind all about various pool rules/guidelines.

We have reported at least 3 irrigation heads that are in need of repair/replacement. One inside the planter is now pouring irrigation/well water into the pool itself. We hope landscaping can address the repairs asap.

We have been ordered by Sarasota County to add another sign relative to maximum pool depth. This needs to be taken care of before the next quarterly inspection.

Our infrastructure committee has requested we order new depth/numerical tiles which will need replacement when they work on the pool deck pavers.

CLUBHOUSE

Exterior was power washed the week of Jan 17th.

The carpet in the card room was shampoo'd the week of March 14th Pool deck will be scheduled for powerwashing at the end of April after Easter week.

COURTS:

All Courts are getting a lot of use. Pickleball, tennis and bocce play every morning, some evenings under the lights and open play on Sunday. Between all 3 groups there are almost 125 active players taking advantage of the facilities. Bocce league season ends with Tournament Play the week before Easter.

FITNESS Room

New equipment has been installed and met with overwhelming positive comments. We are waiting to hear from the Fitness Rep about 2 training sessions. We also are inquiring about a deep clean session for the other machines and a regular yearly maintenance contract.

POOL Rules Issues:

The committee has recently had to deal with two issues of pool/spa violations. The committee is working with Sunstate, sending letters/emails to the residents and/or tenants regarding continued violations of the Rules and Regulations of the Recreational Facilities. The Amenities Committee will review violations that involve more than a "friendly reminder" letter. Blatant violations result in deactivation of the residents fob and a fine of \$50 before re-activation occurs.

CITIZEN PATROL: There were two incidents of door to door soliciting in the last two weeks. In both instances it was the same individual representing TruGreen Chem Lawn. In both cases after I received the calls from owners I was able to find the individual and escorted him off the premises. We also went through the neighborhood and removed all the door hangars he left at homes. A door hanger in place for several days sends a message that no one is home an invites trouble. I would like to request that the Board send a strong letter to the TruGreen corporate offices that they cease this practice immediately or they can be banned from doing business in the community.

Venetia Communications Committee Report

March 2022

The Communications Committee would like to recommend that the board allow residents to comment on posts on the Venetia Facebook Page.

Members will not be allowed to create a post without it being vetted first.

They would be allowed to comment on existing posts. These comments will be monitored and removed if necessary. The guidelines being:

- 1. Be Kind and Courteous We're all in this together to create a welcoming environment. Let's treat everyone with respect. Healthy debates are natural, but kindness is required.
- 2. No hate speech or bullying Make sure everyone feels safe. Bullying of any kind isn't allowed, and degrading comments about things like race, religion, culture, sexual orientation, gender or identity will not be tolerated.
- 3. No promotions or spam -Give more than you take in this group. Self-promotion, spam and irrelevant links aren't allowed.

 All eblasts will be posted on the Facebook page but comments will be disallowed. This is an area that might lead to negative comments. For example, if there is a post pertaining to the Tree Committee and someone does not want the trees to be removed, then they may want to add a comment. So, comments for this type of posting should not be allowed.

It might be advantageous to consult with our lawyer on this regarding liability.

The printed directory is still on track for the middle of April.

The Communications Committee has learned from Brian Rivenbark of Sunstate Management Group, Inc. that our community is not required by law to send a printed version of the e-newsletter to those who do not have email or who have not granted Venetia permission to send them email correspondences. The Communications committee has, therefore, decided to discontinue sending a printed version of the e-newsletter. This will save the community approximately \$385 per issue or \$1155 per year. A copy of the most current newsletter will be posted at the clubhouse and each newsletter will continue to be available on the website.

Joe Holler

Environmental Report 3/28/2022

Shore remediation on pond 11 was completed by Solitude Lake Management at a cost of \$13,400.

Brazilian pepper removal behind a residence on Bella Terra was done, cost incurred by the homeowner.

Pond 11 lilypads were eradicated by the aquatics contractor.

Sump 38 was cleaned of nuisance vegetation, no cost to VCA.

Sump 27 was cleaned by volunteers, no cost to VCA.

Pond 10 was noted as having several washouts that will need attention in the future.

Dave Bakula

Mary Lou Holler

Environmental Committee

VCA Finance Committee Minutes of Meeting March 11, 2022

The meeting was called to order at 10am by Chairwoman Jennifer Smouse. Attending were Jim Chmielak, Tanya Henze, Mary Eve and Cindy Beckley. Roger DeNiscia Sr was absent.

Jennifer noted that the VCA Board, at the February 28, 2022 meeting, had voted to dissolve the Planning Committee chaired by Roger. Cindy said she voted against this dissolution, as she felt the committee was an integral part of the budget process, and she hoped that this committee would continue with the requested information from each VCA committee for the budget line items from which those committees expect payment of invoices.

Jennifer reported that the next CD that is coming due on April 11 2022 is with Bank Ozark in the amount of \$236, 365. This is an operating account. It was suggested to Tanya that Betsy at Sunstate may have a contact at this bank for current money market rates. Jennifer will check for rates at Centennial Bank as there are currently no accounts there.

Tanya will remind Betsy about the Cadence ICS account, as it has not been opened as yet.

The upcoming road paving project was discussed and it was noted that this project could take much of the money in the reserves account. Bids for this project will be opened at the clubhouse on Monday, March 14, 2022 at 10am.

Jennifer inquired about the status of the 2021 Audit and noted it was June or July last year before the previous year's audit was completed. Tanya will ask Betsy about the status.

It was noted that Phase 1 of the tree removal was completed and the contracted amount of \$20,000 for this phase is due.

The next meeting of this committee will be held on Friday, April 8, 2022 at 10am at the Venetia Clubhouse.

A motion to adjourn was made by Jim seconded by Mary and unanimously carried.

Respectfully submitted, Cindy Beckley Recording Secretary

Hog Report

Not yet official committee:

HOG COMMITTEE: I would like the board to consider the formation of a hog committee. I am currently putting together a list of people for the committee to approve. Although some activity is taking place throughout the community, it appears that most of the activity is taking place behind homes on Bella Terra which has not occurred for several years. Some owners have spotted the hogs coming into the community from openings in the berm between Venetia and Hour Glass. Our hope is to move a trap to that area ASAP.

March 2022 Infrastructure Report

This Report is for the period from 2/23/2022 thru 3/22/2022

3/1 & 3/2 — Converted all 79 flat rate Streetlights from High Pressure Sodium to New Technology LEDs which will improve lighting and reduce power cost. The 31 metered Streetlights were done last Year. Now all 110 Streetlights are completed. We also reinstalled Drop Arm that was knocked off at Jacaranda Entrance. Reinstalled Drop Arm at Woodmere Entrance that was also knocked off by persons unknown.

- 3/8 Checked Pool Deck for tripping hazards and settling pacers. Once we obtain necessary supplies we will schedule this project. We also helped clear out Fitness Room to get ready for New Equipment.
- 3/11 Reinstalled Drop Arm once again at Jacaranda Entrance that was hit by persons unknown.
- 3/15 Reset all Community Timers to Daylight Savings Time. Repaired 4 potholes on Corso Venetia Blvd. Cleared Oak Leaves from around Fountain Pump that were chocking off water supply to Pump. Cleaned Mineral buildup on Fountain, Pump and lines on Butterfly Park Fountain. All working good now. Reinstalled Drop Arm again at Jacaranda Entrance that was hit by persons unknown.
- 3/17 Installed New Timer on Fountain in Butterfly Park that turns Fountain on & off at Scheduled Times. The old one stopped working.
- 3/22 Cleaned leaves from the Three Fountains at the Woodmere Entrance Island and treated two of them with rust removal treatment. They will probably need additional treatments because they were so bad. The leaves were clogging the suction ports of the pumps. There were at least 2 to 3 inches of leaves in the lower bowls. We also had to modify the TV hanging bracket in order to raise the TV higher to accommodate the new Equipment in the Fitness Room.

The Committee Worked a total of 173 hrs. in the period mentioned above.

Report submitted by Bill Crocker

WWW.WESTCOASTLAWNS.COM P - 1-877-707-LAWN

LANDSCAPE ESTIMATE

March 23, 2022

Venetia #9
Corso Venetia Blvd Venice FL 34293

Dear Board,

We appreciate the opportunity to present a Landscape Enhancement Proposal for your property.

We have measured your property and have determined that the enclosed proposal will provide your property with the quality attention and service it needs.

Westcoast Landscape and Lawns is a professional landscape company. We strive to give the best quality care to each individual client.

We feel confident that, given the opportunity, we will meet all your expectations. If you have any questions regarding the following proposal, please do not hesitate to call.

Sincerely,

TIM GREINER
ACCOUNT MANAGER
941-224-8371
TGREINER@WESTCOASTLAWNS.COM







LANDSCAPE AGREEMENT

This Landscape Construction Agreement ("Agreement" or "Contract"), by and between written, by and between			
Venetia	, (hereinafter referred to as the "Association/Owner")		
which is responsible for the facilities located at	Corso Venetia Blvd Venice FL 34293, 0		
(the "Property") and Westcoast Landscape and Lawns, I	nc., who will perform the Landscape Construction services (hereinafter		

referred to as "Contractor").

In consideration of the mutual covenants, conditions and agreements attached hereto and incorporated herein, and other good and valuable consideration, the parties agree as follows:

1. Services

The Contractor shall perform the services identified in the Scope of Services set forth on Exhibit "A" to this Agreement (the "Services") at the Property. If additional work, including but not limited to, changes from the initial Services, repairs, replacement, troubleshooting, or replenishment ("Additional Work"), is requested or required, the Association/Owner will be responsible for the cost of labor and material for such work. If Contractor agrees to perform the Additional Work, such

2. Contract Price

Contractor agrees to perform the Services for a total contractual amount of :

\$2,043.00

TWO THOUSAND FOURTY THREE DOLLARS

For any Additional Work, terms and pricing must be proposed in a change order with such change order executed by both parties. Any such change order will become a part of this Agreement, with the executed change order controlling to the

Terms: Association/Owner shall pay any invoice within thirty (30) days following receipt thereof, and hereby agrees to pay interest at a rate equal to the lesser of 1.5% per month or the highest legal rate on all accounts not received within 45 days of invoice date. Further, the Association/Owner shall be responsible for any collection costs incurred by Contractor in collection of sums past due under this Agreement, including attorneys' fees and costs incurred. Contractor, without prejudice to Contractor's other rights and remedies, may halt any and all further work and services if Association/Owner has failed to timely pay sums due hereunder.

3. Term and Termination

This Agreement shall commence upon acceptance by the Association/Owner and shall continue in effect until the completion of the Services and any Additional Work, unless earlier terminated pursuant to the terms hereof. Either party may terminate this Agreement with ten (10) days prior written notice to the other, for convenience or with cause. Upon termination prior to completion of the Services and/or Additional Work, Contractor shall invoice the Association/Owner for any Services and/or Additional Work completed by Contractor as of the date of effective termination, which Association/Owner shall pay, without setoff, on the terms set forth in Section 2, above.

4. Insurance

Contractor will maintain throughout the term of this Agreement adequate general liability insurance, broad form contractual liability insurance and worker's compensation to meet its legal requirements. The contractor shall furnish a Certificate of Insurance describing coverage in effect and naming the Association/Owner as an additional insured on any general liability insurance. Association/Owner shall maintain its own liability insurance providing coverage for bodily injury, death, and property damage to any invitee of the Property, and property damage insurance against fire, vandalism,

X PG 2

5. Property Damage

Association/Owner is responsible to notify Contractor of any underground utilities or irrigation systems and other Property conditions. Contractor is not responsible for any damage, including irrigation components, cable lines, power lines, etc. that may occur in the installation process without prior knowledge of location or whereabouts. Contractor is not responsible for the condition of the landscape due to drought, freeze or storm damage. In the event of any damage, Association/Owner and administrative representative of Contractor must allow forty-eight (48) hours for Contractor to inspect said damage, and Contractor shall establish the cause in its reasonable discretion. If the damage was caused by the negligence of the Contractor, Contractor may, at its option, either repair or pay for the repair of any such damage, but only to the extent caused by Contractor's negligence. Cost of the repairs performed by others that have been accepted by Contractor shall be billed to contractor directly and will not be deducted from sums owed to the Contractor by Owner.

6. Limitation of Liability

Contractor assumes no liability for damages caused by conditions beyond Contractor's control. Contractor shall have no liability for any defects in materials provided by others, and shall have no liability for any damages of any kind beyond ninety (90) days following completion of any Services or Additional Work (as applicable). IN NO EVENT SHALL CONTRACTOR OR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, SERVANTS, SUBCONTRACTORS, OR EMPLOYEES BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR

7. Catastrophic or Natural Events

Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., planting, pruning, edging etc., may be temporarily halted, with no liability to Contractor. Acceptable horticultural practices call for minimal pruning of freeze damaged material until the threat of future freezes has passed. Special clean ups and/or pruning due to storms, freezes, human initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material and disposal fees as per the fee and costs lists included herein. If a catastrophic or manmade event were to occur and all or part of the property become un-maintainable as this Agreement outlines, all services for the Association/Owner and the appropriate compensation to the Contractor (as determined by the Contractor in good faith) will be suspended until such time they can be resumed. If only part of the property were damaged, the contract payments and services provided would be prorated accordingly by Contractor in good faith. Work schedules may also be halted or interrupted as a result of government orders or recommendations, including, without any limitation, government orders and recommendations related to the COVID-19 pandemic, all without liability to Contractor.

8. Severability and Waiver

If any section, subsection, sentence, clause, phrase or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. It shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance. Any provision of this Agreement which by its terms survives termination of this Agreement (for example, without limitation, Sections 6 and 11),

X MC PG 3

9. Amendments

No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.

10. Assignment

Neither party may assign this Agreement (or any change order hereunder) without the prior written consent of the other; notwithstanding that, Contractor may assign this Agreement (and any change orders) without consent of the other party as part of the sale of all or substantially all of Contractor's business.

11. Choice of Law and Forum; Attorney's Fees

The parties hereby agree that this Agreement, the construction of its terms and the determination of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida, and that any action or suit arising out of or relating to this Agreement will be brought solely in any state or federal court located in Hillsborough County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. In any such action or suit, in addition to any other relief awarded, the prevailing party shall be entitled to collect from the losing party, the prevailing party's reasonable attorney's fees and costs. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

12. Compliance with Laws

The parties will each comply with all applicable laws, regulations, and ordinances in performance of this Agreement.

13. Counterparts; Signatures

This Agreement may be executed in multiple counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed

14. Entire Agreement

This Agreement (including any exhibits or schedules hereto, and any change orders executed hereunder) is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements

15. Liens

Association/Owner's failure to timely pay the amounts due Contractor under this Agreement may result in a claim of lien against the Property under Chapter 713, Florida Statutes.

X MC PG 4

EXHIBIT A

Scope: 1 irrigation tech will be on site to check area at corner of Natalie & Corso (area of previous removals) and repair / modify the irrigation for proper coverage and operation.

Install 2 pallets of St. Augustine sod in the area where the dideased Reclinata palm was removed and by the corner of Natalie & Corso

que

Accepted and Agreed:			
Contractor:		Association/Owner:	
TIM GREINER			
Westcoast Representative (print)	•	Association/Owner (print)	
Signature DATE 3/23/	22	Signature	DATE
		Jackee Clover	3-23-20

Meeting Notes March 21, 2022

Attendees:

Jackie Cleary Elaine Timms Dick Mole Eric Barth

Next Meeting: April 18, 2022

- Remainder of Mulch will be delivered within next two weeks
- Street Sweeping will be done Friday, April 1, 2022
- All spring trimming of plants have been completed
- Committee agreed to wait to trim all palm trees til October since they we trimmed trees.

Proposals:

- Irrigation repairs needed at Corso and Natale
- Sod needed at Corso and Natale and area between Condos and Villa
- **Approved \$600 to remove diseased Reclinata's between Condos and Villas
- **Approved \$4670.00 for Corso and Natale

VCA Preserve & Vertical Cut Report 3/21/2022

Committee Members Include:

Michael Gibson – Co-Chair 503-896-1089 <u>mdgibson548@gmail.com</u>

Mary Eve – Co-Chair 941-400-3730 <u>veniceflgrandma@aol.com</u>

Jan Weis 727-543-4788 <u>janisweis@msn.com</u>

Phil Dennington 941-493-6360 <u>jdsunshine23@aol.com</u>

George Ware 516-941-8111 <u>gwarelotus@gmail.com</u>

Bill Lewis 941-445-4705 <u>bwl1230@gmail.com</u>

Linda Braun 610-764-9299 nlbraun4486@gmail.com

MJJ - Mike Jalbert 330-328-1286 jalbert@uakron.edu

At our last meeting on 3-18, we set the agenda and priorities for the next few months. We are following up on the legal opinion that VCA has the responsibility to maintain the common areas with vertical cuts on overgrowth in our community. The preserves are part of the wetland habitat and water management system, which protects all of us from flooding.

#1 – We will meet with Andrea Lipstein from Sarasota County Environmental Compliance and Enforcement to determine the restrictions on the preserve area

#2 – Survey of property lines around the common areas, preserve, and berm areas

#3 – Get quotes from landscape providers to determine our yearly budget

#4 – We are planning on starting maintenance in the fiscal year of 2023

On behalf of the Preserve & Vertical Cut Committee

Michael Gibson and Mary Eve, Co-chairs

503-896-1089



Ajax Paving Industries of Florida, LLC.

One Ajax Drive, North Venice, FL 34275 Phone: 941-486-3600

Fax: 941-486-3500 www.ajaxpaving.com

The Future is Riding on Ajax."

To: Contact: Venetia Community Association, Inc. George Sperry Address: 4401 Corso Venetia Blvd. Phone: 941-441-5135 Venice, FL 34293 Fax: **Project Name:** Venetia- 2022 Paving Bid Number: LT22-033 **Project Location:** Woodmere Park Blvd. Off US41, Venice, FL **Bid Date:** 3/8/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Mobilization (10% Maximum)	1.00	LS	\$17,225.00	\$17,225.00
02	Maintenance Of Traffic	1.00	LS	\$41,000.00	\$41,000.00
03	Milling 0" To 1" (2' Wide) & Removal Of Millings @ Storm Inlets	60.00	SY	\$45.00	\$2,700.00
04	Milling 0" To 1" (7' Wide) & Removal Of Millings @ Concrete Curb	35,468.00	SY	\$2.50	\$88,670.00
05	Milling 1" (Full Width) & Removal Of Millings	1,609.00	SY	\$3.00	\$4,827.00
06	Base Asphalt Repair Along Vicenza Drive (Various Areas For Tree Root Damage)	33.00	SY	\$265.00	\$8,745.00
07	Speed Bump Removal	8.00	EACH	\$350.00	\$2,800.00
08	1" SP-9.5mm Superpave Overlay	73,811.00	SY	\$7.00	\$516,677.00
09	6" Yellow (Double)	33.00	LF	\$1.00	\$33.00
10	6" Yellow (Single)	85.00	LF	\$0.55	\$46.75
11	18" Yellow (Chevrons)	16.00	LF	\$1.60	\$25.60
12	6" White	980.00	LF	\$0.80	\$784.00
13	12" White (Crosswalks)	1,523.00	LF	\$1.55	\$2,360.65
14	24" White (Stop Bars)	464.00	LF	\$4.75	\$2,204.00
15	Disabled Access Symbol	2.00	EACH	\$110.00	\$220.00
16	White Directional Arrow, Right Turn & Through	2.00	EACH	\$70.00	\$140.00
17	White Directional Arrow, Right Turn	2.00	EACH	\$70.00	\$140.00
18	White Directional Arrow, Left Turn	4.00	EACH	\$70.00	\$280.00
19	White Directional Arrow, Left Turn & Through	1.00	EACH	\$70.00	\$70.00
20	Bidirectional Blue (Fire Hydrant Indicators) @ Roadway Centerline (R&R)	28.00	EACH	\$16.00	\$448.00
21	Manhole Riser Rings	96.00	EACH	\$175.00	\$16,800.00
22	Water Valve Riser Rings	3.00	EACH	\$30.00	\$90.00
23	Base Asphalt Repair Along Vicenza Drive (Various Areas For Tree Root Damage)	1,000.00	SY	\$93.20	\$93,200.00
24	Contingency (5%)	1.00	LS	\$39,974.30	\$39,974.30

Total Bid Price: \$839,460.30

Notes:

- This Proposal includes ONLY those items and services specifically described above.
- This Proposal is based on 1 Mobilization. Additional Mobilizations will require negotiation of price.
- Asphalt overruns due to pre-existing conditions, including soft base, subgrade or base tolerance will be an additional charge of \$100.00 per ton.
- Prices on this quotation are based on construction prior to August 31, 2022. Any construction after this date will be subject to increased prices of labor, materials and supplies.
- Acceptance of this proposal confirms agreement with and incorporation of the standard terms of contract of Ajax Paving Industries of Florida, LLC.
 This proposal is binding on customer when signed and transmitted to Ajax by mail, PDF, or facsimile.
- The prices on this quotation are firm for 30 days from the date of this quote.
- A 30% down payment is required and the remainder of balance is to be paid within 30 days of job completion.

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AJAX .

Ajax Paving Industries of Florida, LLC. One Ajax Drive, North Venice, FL 34275

One Ajax Drive, North Venice, FL 34275 Phone: 941-486-3600 Fax: 941-486-3500 www.ajaxpaving.com

The Future is Riding on Ajax."

То:	Venetia Community Association, Inc.	Contact:	George Sperry
Address:	4401 Corso Venetia Blvd.	Phone:	941-441-5135
	Venice, FL 34293	Fax:	
Project Name:	Venetia- 2022 Paving	Bid Number:	LT22-033
Project Location:	Woodmere Park Blvd. Off US41, Venice, FL	Bid Date:	3/8/2022

ACCEPTED:	CONFIRMED:		
The above prices, specifications and conditions are satisfactory and are hereby accepted.	Ajax Paving Industries Of Florida, LLC		
Buyer:			
Signature:	Authorized Signature:		
Date of Acceptance:	Estimator: Lauren Taylor		
	941-486-3600 ltaylor@ajaxpaving.com		

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Road Committee Report 3/28/22

The Road Committee along with some of the members of the Venetia Board of Directors met with Kreg Maheu and Jeffery Raykos of DMK on 14 March. Larry Allen, also of DMK, attended the meeting via speaker phone.

The purpose of the meeting was to open and review bids from paving contractors for the resurfacing of community roads. Requests for bids had gone out to five companies and three had responded.

After review of the bids, the Committee voted to pursue more information from Ajax Paving Industries. The Committee would like to learn more about many of the aspects of the project before making a recommendation to the Board.

A meeting is scheduled for Wednesday, 23 March at 11 AM at the clubhouse. The meeting will include DMK and Ajax Representatives along with members of the Road Committee and any interested members of the community.

The Road Committee expects to make a recommendation to the Board on 28 March for the selection of a paving contractor.

Road Committee Chairman George Sperry

SECURITY:

CAMERAS: We are currently getting pricing from our contractor for an hour or two to evaluate the system and see what fine tuning or updating we may be in need. We would appreciate an expenditure of up to \$150.00 which should cover the evaluation and some fine tuning of existing equipment.

VCA Treasurer Report

February 28, 2022

Total Liabilities and Equity:	\$1,491,164.17
Total Reserves Balance:	\$1,066,793.58
Total Expenses:	\$114,745.93
Over Budget	\$13,926.44
YTD Under Budget	\$3,191.87
Administrative Expenses:	\$7780.90
Under Budget	\$1652.85
YTD Under Budget	\$2014.79
Grounds Expenses:	\$41,833.00
Over Budget	\$15,008.00
YTD Over Budget	\$2684.60
Maintenance Expenses:	\$7519.66
Under Budget	\$80.04
YTD Under Budget	\$5803.76
Pool & Recreation Expenses:	\$3110.15
Under Budget	\$373.19
YTD Under Budget	\$125.72
Utilities Expenses:	\$54,183.18
Over Budget	\$1109.11
YTD Over Budget	\$2237.02

Accounts Receivables: \$8,847.27

As of 2/28/22 the total is \$8,847.27. 15 homeowners have not paid full 1st quarter fees.

As of 2/28/22 there were 14 homeowners that had not paid the 1st quarter fees in full and have a small balance due.

As of 3/23/22 there were 4 homeowners who had not paid 1^{st} quarter fees. 3 homeowners have been sent NOLA's and 1 homeowner has been turned over to our attorney.

As of 3/23/22 the total is \$2710.73 and there were still 8 homeowners that have not paid the 1st quarter fees in full and have a small balance due. Sunstate is in process of calling these homeowners.

Tree and Gutter Committee Report 3/28/22

The tree removal and replacement project began on 7 March and by the end of the day on 9 March ArtisTree had removed all 40 oak trees from the neighborhood. The initial stump grinding also took place that week and it was completed on 17 March.

The new trees were delivered on 21 March and some of the new trees were planted that day. The secondary stump grinding took place on 22 March and more than half of the trees were planted. A large hole was filled in where a tree was removed at Cancello and Bella. This may require the purchase of additional sod to cover it. The contractor expects to have the entire project done by the end of March. Committee members will do a final inspection when the project is completed.

Committee members trimmed the previously planted Shady Lady Trees and ArtisTree allowed us to dispose of the trimmings into their tree removal process. The ArtisTree people have been great to work with. They have kept us informed of their schedule and they have stuck to it.

It was disappointing to learn that Howell Concrete & Land Service has not yet scheduled the gutter repair project. When I emailed him earlier this month, he related that he did not receive the down payment check and therefore he did not schedule the work.

Will asked that I let him know when the Paving Project will start. He hopes that he can get the gutters repaired prior to that date.

Tree and Gutter Committee Chairman

George Sperry

VILLA PARADISO REPORT FOR MARCH

Good morning!

First, we have new neighbors! Please welcome Lisa Newman and her mother June who now reside at 4331 Nizza Court. They're in the process of renovating and getting acquainted with Venetia and Venice. We all know how stressful that can be so any help we can provide I'm sure will be welcome!

Spring is here! Twin Palm has been busy fertilizing our grass to get it ready for the growing season and the trees are now in full swing dropping their old leaves for new ones. We're still on a bi-weekly schedule through this month for landscaping (see our attached March schedule). We're waiting to hear about the timing for the VCA Westcoast street cleaning which should be scheduled soon.

Our Architectural Committee is doing walkthroughs on a regular basis and the Landscaping Committee is now doing monthly walkthroughs the last Wednesday of each month after our Board Meeting. We are fully committed to begin work on Zone 1 (driveways) and the Project Team has met to begin gathering info that the Board needs to proceed. Most likely we're looking at mid-summer for this project due to some major projects taking place in advance of our starting such as oak tree removal/replanting, sidewalks, and our roads project. When we start Zone 1 we want all of these projects completed so there's no interruptions. Keep up by attending our Board meetings, personally or via Zoom.

Board Meetings are always the last Wednesday of the month going forward; make sure to attend the March 30 meeting as we'll be reviewing revised Landscape Guidelines and updating you on decisions concerning the Roads project. As well, VCA has a Preserve committee, formed last month. While VCA is now responsible for the maintenance of all preserve areas, we will still proceed to get quotes for our preserve cutback in Villa Paradiso. VCA will formally take over this project going forward beginning 1/1/23. We know the preserve is a priority for our residents as it affects 62% of our homeowners in VP.

On a social note, make sure you have **March 18 circled on your calendars**; we'll be having our Spring cookout at Nizza Court, and both homeowners and renters are invited to attend. If you are a renter, PLEASE notify your renters of this date. Time and details will be coming from Linda Braun, our Social Committee Chair. I'm sure Linda would appreciate any help you can provide in setting things up!

Pool update: completion so far - draining, resurfacing, installation of broken lightening and deep-end ladder and new tiles - basically a beautiful new pool! Pool is filled, now doing a safe-check, and shocked the water with required chemicals and are waiting on the County inspector to sign off. You'll get an announcement once that occurs, hopefully in a matter of days.

VNAOne Report

Lots of improvements and updating at properties throughout the neighborhood. A number of pools being added by new and existing owners. A large number of oaks have been removed and replacements are in place. Everyone should please follow the watering instructions sent to owners in an e-blast to ensure that these trees thrive.

Welcome Committee Report VCA meeting - March 28, 2022

Since the February report, there have been 7 new closings. Fobs are activated remotely, and Welcome bags are being delivered.

Submitted on March 22, 2022

By Mary Hrisoulis