

Venetia Community Association, Inc.

A Corporation Not-for-Profit

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

Minutes of the Board of Directors Meeting April 25th, 2022 at 9:00 a.m.

Call to Order - The Meeting was called to order at 9:00 am by President Ann Viel.

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

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

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

Presidents Report – Ann Viel gave the report. Ann thanked those that helped keep the Association running while she was away. The Association is working with the Sarasota County Sheriff's Office to deal with the homeless camp that has been set up near Venetia. The Sheriffs Office is patrolling the area and have put up signs and made some arrests. There will be a clean up of the area by the Sheriff's Office. She asked that all residents stay clear of the area and let SCSO handle it. She also spoke of the road committee and the contract that was signed at last months meeting. This will be discussed after the Presidents report. She spoke of the Bocci tournament, and the facilities at Venetia. The Board was presented with a proposal – **MOTION** made by Dick Mole and seconded by Cindy Beckley to have the proposal from Ajax amended to include the two culdesacs in Villa Vivaci; Cancelli Grande and Bella Pasque at a cost of \$8,520. Management will ask the company to be more detailed in their proposal and include the street names. Discussion was had. The previous proposal did not include the Jacaranda entrance, the clubhouse parking lot, or the two cul de sacs. Jim Chimelak spoke as President of Villa Vivaci. George Sperry also spoke as chair of the roads committee. The floor was opened to homeowner comments. Motion carries, with Mary Jane Apicello, Michael Jalbert, Dick Mole, and Cindy Beckley voting in favor, and Tanya Henze voted against. It was noted that a communication to the residents should have been sent by the US postal service about something of this magnitude.

Treasurers Report – As attached to these corporate records, Tanya Henze gave the report from the March 31, 2022 financials. **MOTION** made by Cindy Beckley and seconded by Dick Mole to accept the Treasurers report as presented. **Motion passed unanimously.**

Committee Reports –

- Communications – Joe Holler reported. He spoke of the zoom capabilities that Cindy Beckley helped to get set up in the clubhouse for these meetings. All committees and sub associations can use this. Printed directories do not have a delivery date yet; they are awaiting a shipment of paper. A newsletter was done last month. He spoke of the VCA facebook group – and he would like to be able to open the FB group up to comments on a trial basis. **MOTION** made by Tanya Henze and seconded by Cindy Beckley to reopen the motion from the previous meeting to allow facebook comments to be open for a trial period of 90 days. Norm Hotz spoke of who holds the liability for the facebook page. Discussion was had. Motion carries with Mary Jane Apicello, Michael Jalbert, Tanya Henze and Cindy Beckley voting in favor and Dick Mole voted against. Michelle Thibeault noted that this is a liability to Sunstate and we are vehemently against it. **MOTION** made by Michael Jalbert and seconded by Dick Mole to rescind the previous motion. Motion passed unanimously. The

facebook page will remain and informational page, not a communicative page. Tanya is disappointed that this was not brought up last month by Sunstate Management.

-Finance Committee - Jennifer Smouse gave the report. **MOTION** made by Mary Jane Apicello and seconded by Cindy Beckley to extend the CD at Bank of Ozark at a rate at .50 for 8 months. Motion passed unanimously.

-Infrastructure Committee – George Sperry reported.

-Amenities – Mark Link reported. **MOTION** made by Cindy Beckley and seconded by Tanya Henze to appoint Donna Draper to the Amenities Committee. Motion passed unanimously. Russ Henze spoke of the pool vendor at CDA and VP coming into the neighborhood prior to the 7am-5pm vendor rule in the community.

-Environmental – Mary Lou Holler reported.

-Landscaping – Jackie Cleary gave the report. The committee has been doing a lot of work on the irrigation. The committee is waiting on a proposal from WestCoast. The committee is also looking to preserve the berm; the bushes will be fertilized and pesticide will be applied and a proposal was submitted for approval at a cost of \$1700. **MOTION** made by Tanya Henze and seconded by Cindy Beckley to approve the proposal for \$1700 for the berm to come out of 7160. Motion carries 4-0; Dick Mole abstained. The bullnoses at the entrances and the clubhouse will be annuals, but others will be perennials. The cost for this is \$6,006 for 401 (3 gallon) plants. **MOTION** made by Cindy Beckley and seconded by accept proposal 11 for \$6,006 to remove and replace the annuals/perennials. Motion carries 4-0, Dick Mole abstained. Dead bushes/lack of bushes behind 5003 and 5035 Bella Terra. Proposal 13 is for (3) 7 gallon bushes behind 5003 and (6) 7 gallon bushes behind 5035 for a cost of \$2,683. **MOTION** made by Cindy Beckley and seconded by Tanya Henze to accept proposal 13 for \$2,683 to replace the bushes behind 5003 and 5035 Bella Terra to come from line item 7650. Motion carries 3-2, with Mary Jane Apicello, Tanya Henze and Ann Viel voting in favor, Michael Jalbert and Cindy Beckley voting against, and Dick Mole abstained.

Preserve Committee – Michael Vincent reported. The committee met with Andrea Lippstein who works for the county. There are 50 properties that need some immediate attention.

Roads Committee – George Sperry reported. Communication for the roads project was discussed.

Tree and Gutter Report – George Sperry reported. A few oak trees and shady ladies need to be trimmed. A proposal was presented for \$6000 for the trimming. This will be done in three days. **MOTION** made by Cindy Beckley and seconded by Dick Mole to approve the proposal for \$6000 for the three days of tree trimming to come out of line item 7652. Motion carries 4-0, Mary Jane Apicello left the meeting.

Citizens Patrol – No report.

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

Social Club – Morina Chimelak reported.

Sub-Association Reports

- **VNA 1** – Norm Hotz reported – one of the new houses is about to start work in the next few weeks.
- **Villa Paradiso** – Jan Weis reported.
- **Villa Vivaci** – Jim Chimelak reported. He thanked Brian and the VCA Board for the quick response to the homeless camp.

- **Casa di Amici** – Tanya Henze reported. Many landscaping projects have been going on in Casa.

Management Report – Michelle Thibeault reported.

Unfinished Business - None

Owner Comments-None

Next Meeting – May 23rd, 2022 at 9:00 am.

MOTION made by Cindy Beckley and seconded by Michael Jalbert to adjourn the meeting. **Motion passed unanimously.**

Meeting was adjourned at 12:46 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
April 25th - 2022

The Amenities Committee met on Mon 04/18/22:

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 3-4 weeks.

We have been ordered by Sarasota County to add another sign relative to maximum pool depth. Signs are complete and we will ask Infrastructure if they can install them.

Our infrastructure committee has requested we order new depth/numerical tiles which will need replacement as they work on the pool deck pavers. Samples ordered 4/10

CLUBHOUSE

Exterior and windows power washed the week of April 20th .

The carpet in the card room was shampoo'd the week of March 14th. Steam cleaning of tiles and grout to be scheduled during the summer.

Pool deck will be scheduled for powerwashing May 5th.

COURTS:

All Courts had a lot of use this season. Pickleball, tennis and bocce played 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 ended with Tournament Play and a barbecue on weds 4/13. Over 60 spectators were in attendance. Chris Cummings and family were on site for the Finals and we acknowledged Bill Cummings contributions to VCA and CDA with a plaque naming the area Cummings Courts.

FITNESS Room

Fitness Equipment training was held on 4/19 for 28 people who signed up.

POOL Rules Issues:

The committee has recently had to deal with various 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 and consider fines.

New Member:

We would like to request addition of Donna Draper to the Amenities Committee.

Ddd83@sbcglobal.net

773-391-1393

Submitted 04-19-22

Donna DeLuca

Venetia Communications Committee Report

April 2022

From Amazon, at the suggestion of Joe Holme, Cindy Beckley purchased a used Dell PC, a camera, an omnidirectional microphone with extension cable, and a keyboard mouse and spent \$490.51. This equipment is connected to the big-screen television that is already at the clubhouse.

Brian Rivenbark of Sunstate Property Management hosts the Zoom meetings from this equipment for all Venetia HOA Board meetings except for VNA One, as they do not use Sunstate. The equipment is left connected to the TV and Cindy will be happy to instruct any VCA committee chairs on the use of this equipment. Cindy will be available until May 22, 2022 and then she will be leaving for the summer. These Zoom meetings are important for keeping connected to Venetia during the summer months.

There is still no delivery date for the directories. Craig Tirgrath (Sundown Publishing) told Cindy that the printer is telling him there is a severe paper shortage since the beginning of 2022. But he hopes to have more information soon.

Deb Sauder did a great job with the April Newsletter which was emailed to Venetia residents and is also available on the website.

The website was down for one day early in April due to GoDaddy, our host, doing some internal maintenance. Thanks to all of our residents who informed Joe that there was a problem.

Joe Holler

Environmental Report 4/25/2022

The usual maintenance was performed by Solitude this month. A resident's question concerning the pond behind their home was answered by Solitude.

The committee is looking into the long range plans for the sumps and ponds.

Mary Lou Holler

Dave Bakula

VCA Finance Committee
Minutes of Meeting April 7, 2022

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

Jennifer reported that the next CD that is coming due on April 11 2022 is with Bank Ozark in the amount of \$236, 426. This is an operating account. Tanya reported that Betsy at Sunstate checked at this bank and found an eight-month CD that would pay 0.5%. A motion was made and passed by unanimous vote to renew that CD for those terms.

Tanya reported that the Cadence ICS account was activated in January.

The upcoming road paving project was discussed and Tanya reported that the down payment of 30 percent of the contract in the amount of \$251,838 will be paid by liquidating the Cadence Bank reserve account 1211 of all but \$1,800. The rest will come from either the Iberia and Liberty Savings Money Market reserve accounts. Those accounts will also be used for the payment at the completion of that project. Jennifer noted that the First Home Bank CD account, maturing in July 2023 should not be touched.

Jennifer noted that at the end of each quarter there is \$45,000 from dues replenishing the reserve accounts.

The next meeting of this committee will be held on Friday, June 16, 2022 at 10am at the Venetia Clubhouse and via Zoom, as Jennifer will be away. Cindy will be out of the country and unavailable at that time, and Mary volunteered to record the minutes of that meeting. This June meeting will begin the budget process.

A motion to adjourn was made and unanimously carried.

Respectfully submitted,
Cindy Beckley
Recording Secretary

Infrastructure Committee Report 4/25/22

This report covers the period of 23 March through 19 April. The following work was done;

1. Replaced drop arms that were knocked down by unknown vehicles three times.
2. Replaced 2 water feed valves at the Woodmere Island fountains.
3. Reset a number of pavers at the pool deck to help eliminate tripping hazards.
4. Cleaned debris from the top of the South Jacaranda Waterfalls.
5. Repaired float valve at the Jacaranda Waterfalls.
6. Inspected the three surface water pumps along the Hour Glass/ Circle Woods Berm.
7. Replaced the number 3 pump on the berm which was not working.
8. Cleaned the surface water drains along the berm.
9. Replaced the fan in the electrical box at the Jacaranda Entrance.

The committee worked a total of 55.5 hours during the period.

This report prepared and submitted by Bill Crocker and George Sperry



WESTCOAST

LANDSCAPE & LAWN S

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

Line Item #7650
SVC/Landscaping
Replacement

LANDSCAPE ESTIMATE

April 22, 2022

Venetia
Corso Venetia Blvd Venice FL 34293

Proposal #13

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, 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:

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 : **\$2,683.00**
TWO THOUSAND SIX HUNDRED EIGHTY 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,

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),

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.

EXHIBIT A

Scope: #5003 Bella Terra - install (3) Viburnum odoratissima 7 gallon shrubs along back berm hedge in the bare spots - area is 'taped off'

#5035 Bella Terra - install (4) Downey Jasmine 7 gallon shrubs , (2) Eleagnus 7 gallon shrubs in the bare spots along the back berm hedges .

Apply mulch around newly installed shrubbery

Irrigation is NOT included in this estimate





Accepted and Agreed:

Contractor:

TIM GREINER

Westcoast Representative (print)

Association/Owner:

Association/Owner (print)

Signature

DATE

4/22/22

Signature

DATE

Jackie Cleary
Landscaping Chair

Jackie Cleary - April 22, 2022



WESTCOAST

LANDSCAPE & LAWN

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

Line Item #7650
Landscaping SUCI
Replacement

OK

Systemic Insecticide Proposal

March 31, 2022

Venetia

Corso venetia Blvd Venice FL 34293

Proposal #10

Dear Board,

We appreciate the opportunity to present a venetia

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



L&O AGREEMENT

This Lawn and Ornamental 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 Lawn and Ornamental 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 : **\$1,700.00**
ONE THOUSAND SEVEN HUNDRED 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.

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4. Insurance

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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 SUCH DAMAGES COULD HAVE BEEN

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.

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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.

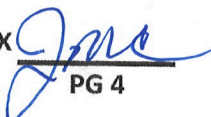
X 
PG 4

EXHIBIT A

Scope: SYSTEMIC INSECTICIDE APPLICATION

Description of Services:

Systemic insecticide provides two modes of activity on multiple pests and life stages.

This insecticide will control activity against most major insect pests throughout the season.

First Mode:

Bifenthrin provides immediate knockdown (within hours) of early-season adults, including surface-feeding pests such as chinch bugs, Fall Army Worms and Sod Web Worms.

Second Mode:

The outstanding systemic and residual activity of clothianidin provides preventive, season-long control of all white grubs, plus control of any escaped larvae from early-season adult or surface feeder eggs laid prior to application.

*With two

applications of a systemic insecticide we can guarantee residual season long control against chinch bug infestations in your St. Augustine turf.

In short, a systemic insecticide gives you the complete turf insecticide control package of multiple life stages of most major pests from spring through fall.

Add Specific Application Information Below (Scope):

West coast will apply a 8-0-10 shrub fertilizer to hedge row in areas marked on attached map, along with applying a systemic insecticide to the same hedge rows labeled on map.

This will provide protection from insect damage and induce more growth .

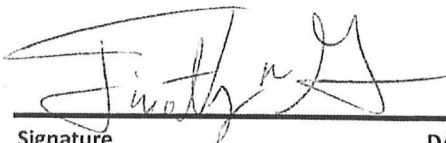
Jmc

Accepted and Agreed:

Contractor:

TIM GREINER

Westcoast Representative (print)


Signature

DATE

3/31/22

Association/Owner:

Association/Owner (print)

Signature

DATE

Jackie Cleary
CHAIR

JACKIE CLEARY
4/21/22

Untitled Map

Write a description for your map.

Legend

- Corso Venetia Blvd
- Feature 1
- Sarasota County Tax Collector
- Venice East Golf Course
- Wendy's



Google Earth

Image Landsat / Copernicus

1000 ft



WESTCOAST

LANDSCAPE & LAWNS

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

*Line Item #7650
SVC/Landscaping
Replacement*

LANDSCAPE ESTIMATE

April 22, 2022

Venetia

Corso Venetia Blvd Venice FL 34293

Proposal #11

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, 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:

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 : \$6,006.00
SIX THOUSAND SIX 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,

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),

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.

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

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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.

EXHIBIT A

Scope : Remove annual flowers at all bull noses of island beds at woodmere entrance & jacaranda entrance . Leaving only initial bull noses by main roads & clubhouse flower beds for annual flowers .

Install (110) Blue Daze 3 gallon plants at Woodmere entrance bull noses prepared

Install (45) Blue Daze 3 gallon plants at Jacaranda entrance bull noses prepared

Install (246) annuals(vinca - pink, red, white) in first bull noses at Woodmere / Jacaranda & Clubhouse beds

Clean up and remove debris

Irrigation is NOT included with this estimate

jmc

Accepted and Agreed:

Contractor:

TIM GREINER

Westcoast Representative (print)

Association/Owner:

Association/Owner (print)

Signature

DATE

4/22/22

Signature

DATE

Jackie Cleary
Landscaping Chair

Jackie Cleary - April 22, 2022

Meeting Notes

April 18, 2022

Attendees:

Jackie Cleary
Elaine Timmes
Dick Mole
Eric Barth
Karen Hayes
Tim Griener – West Coast
George Sperry
Bill Beaumont

Next Meeting: May 17, 2022

- Discussed irrigation with infrastructure, WC and Landscaping Committee. We are planning a walk thru the community to address all irrigation, wells, pumps and ponds to responsibility.

Proposals:

- Proposal #10 – Berm fertilization and Pesticide to promote healthy growth on berm, from Jacaranda entrance all the way down Via Del Villetti to the end of Venetia property- \$1,700.
- Proposal #11 – Replace all annuals on bullnose and replace with perennials with the exception of the two entrances and signs at the entrance of the club house - \$6006.00
- Proposal #12 – Replace 4 timer boxes and 32 heads from Jacaranda entrance to end of Venetia property at 776 – Waiting for updated proposal
- Proposal #13 -Add 3/7 gallon bushes behind 5003 Bella Terra and 6/7 gallon bushes behind 5035 to eliminate cut thru from 776 and Hour Glass community - \$2,683.00

We met with Andrea Lipstein from Sarasota County Environmental Compliance and Enforcement to determine restrictions in the preserve areas.

We later identified roughly 250 properties and green spaces that border the preserve, and walked all of them. We categorized them as to needed maintenance in the following areas:

1. Vertical Cuts
2. Tree Trimming or removal
3. Vine mitigation
4. Preserve intrusion

We have contacted vendors for the listed categories and included possible surveying for marking the preserve boundaries.

This is in preparation for the 2023 budget. We have not selected any specific projects or vendors as we have months of storm weather and plant growth to consider. This will need to be re-evaluated after the first of the year with the new budget.

On behalf of the Preserve 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:	Venetia Community Association, Inc.	Contact:	Brian Rivenbark
Address:	C/o Sunstate Association Management Group, PO Box 18809 Sarasota, FL 34276	Phone:	941-870-4920
		Fax:	
Project Name:	Venetia- 2022 Paving	Bid Number:	LT22-033
Project Location:	Woodmere Park Blvd. Off US41, Venice, FL	Bid Date:	4/21/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
04	Milling 0" To 1" (7' Wide) & Removal Of Millings @ Concrete Curb	370.00	SY	\$2.50	\$925.00
08	1" SP-9.5mm Superpave Overlay	1,035.00	SY	\$7.00	\$7,245.00
21	Manhole Riser Rings	2.00	EACH	\$175.00	\$350.00

Total Bid Price: \$8,520.00**Notes:**

- This Proposal includes ONLY those items and services specifically described above.
- 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.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____**Signature:** _____**Date of Acceptance:** _____**CONFIRMED:****Ajax Paving Industries Of Florida, LLC****Authorized Signature:** _____**Estimator:** Lauren Taylor

941-486-3600 ltaylor@ajaxpaving.com

Road Committee Report 4/25/22

The repaving of the Community Roads is expected to begin on Monday 2 May depending upon the weather and the completion of the gutter repairs.

I talked to Lauren Taylor of Ajax Paving Industries concerning the possible lane change designation at the Route 41/ Woodmere Exit. She recommended that we leave it as is. Her reasoning was that if a traffic accident were to occur after the change, that the Community could be taking on some of the liability.

Road Committee Chairman

George sperry

VCA Treasurer Report

March 31, 2022

Total Liabilities and Equity:	\$1,273,063.30
Total Reserves Balance:	\$802,319.84
Total Expenses:	\$163,367.36
Over Budget	\$62,547.87
YTD Over Budget	\$59,356.00
Administrative Expenses:	\$8,396.90
Under Budget	\$1,036.85
YTD Under Budget	\$3,051.64
Grounds Expenses:	\$80,832.01
Over Budget	\$54,007.01
YTD Over Budget	\$56,691.61
Maintenance Expenses:	\$17,260.29
Over Budget	\$9,660.29
YTD Over Budget	\$3,856.53
Pool & Recreation Expenses:	\$3,415.28
Under Budget	\$68.06
YTD Under Budget	\$193.78
Utilities Expenses:	\$53,144.14
Over Budget	\$70.07
YTD Over Budget	\$2,307.09
Accounts Receivables:	\$2,736.96
As of 3/31/22 the total is \$2,736.96. 3 homeowners have not paid full 1 st quarter fees.	
As of 3/31/22 there were 10 homeowners that had not paid the 1 st quarter fees in full or have a small balance due.	
As of 3/31/22 1 homeowner has been turned over to our attorney.	

Tree and Gutter Committee Report 4/25/22

The tree removal and replacement project for the most part is complete. There is still some sod to be put down in Villa Vivaci and a sprinkler system needs to be repaired at a house along Via Del Villetti. There are also some tree supports that need to be installed.

All of the newly planted trees seem to be surviving. The committee continues to put water on the trees planted near the Woodmere Entrance and along Route 776.

The committee removed the reinforcement sticks and guide supports from the Shady Lady Trees that were planted more than two years ago.

Attached is a quotation from ArtisTree for the trimming of a few of the Oak Trees along the streets and for the trimming of the Shady Lady Trees that were planted in previous years. The total amount of the quotation is \$6,000.00. **The Committee recommends that the Board approve this expenditure.**

Will Howell of Howell Concrete and Land Service is scheduled to repair the 7 gutters located throughout the community on 28 and 29 April.

The resident at 4602 Borghese Court wants to fix his driveway which has been damaged by tree roots, however, when he fixes the driveway the sidewalk will be two inches higher than his driveway. He has asked that the community consider fixing the sidewalk now so that he can fix his driveway. This is being passed along to the sidewalk committee for consideration.

Tree and Gutter Committee Chairman

George Sperry



TREE DEPARTMENT PROPOSAL

Venetia HOA

SUBMISSION DATE: April 19, 2022

Bid price good for 30 days

This ArtisTree proposal, in printed or electronic form, contains confidential information and is intended only for the requesting parties. It is not to be reviewed, retransmitted or disseminated to unintended recipients.

SCOPE OF WORK:

1. Trimming of Shady Lady Trees Along Road Way
2. Lifting of Canopy for Sidewalks and Reducing Canopy if Needed .
3. Trimming of Oaks Over Road Way and Clearing for Street lights .
Lifting of Canopies to At least 15 ft Over Roadway
4. Removal of Debris and Dump fees included

TOTAL PRICE: \$6,000.00 per day (Est. 3 Days to Complete)

PLEASE FAX SIGNED PROPOSAL TO: Attention: Randy Cravens at 941.483.9157 or call ArtisTree's Tree Department with any questions.

Randy Cravens, Tree Department Manager
299 S. Havana Rd.
Venice, FL 34292
P: 941.488.8897 x 303

Thank you for the opportunity to bid on your project!

ACCEPTANCE OF PROPOSAL: _____ **DATE** _____

Venetia Community Association, Inc.

A Corporation Not-for-Profit

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

Draft Minutes of the Board of Directors Meeting April 25th, 2022 at 9:00 a.m.

Call to Order - The Meeting was called to order at 9:00 am by President Ann Viel.

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

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

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

Presidents Report – Ann Viel gave the report. Ann thanked those that helped keep the Association running while she was away. The Association is working with the Sarasota County Sheriff's Office to deal with the homeless camp that has been set up near Venetia. The Sheriffs Office is patrolling the area and have put up signs and made some arrests. There will be a clean up of the area by the Sheriff's Office. She asked that all residents stay clear of the area and let SCSO handle it. She also spoke of the road committee and the contract that was signed at last months meeting. This will be discussed after the Presidents report. She spoke of the Bocci tournament, and the facilities at Venetia. The Board was presented with a proposal – **MOTION** made by Dick Mole and seconded by Cindy Beckley to have the proposal from Ajax amended to include the two culdesacs in Villa Vivaci; Cancelli Grande and Bella Pasque at a cost of \$8,520. Management will ask the company to be more detailed in their proposal and include the street names. Discussion was had. The previous proposal did not include the Jacaranda entrance, the clubhouse parking lot, or the two cul de sacs. Jim Chimelak spoke as President of Villa Vivaci. George Sperry also spoke as chair of the roads committee. The floor was opened to homeowner comments. Motion carries, with Mary Jane Apicello, Michael Jalbert, Dick Mole, and Cindy Beckley voting in favor, and Tanya Henze voted against. It was noted that a communication to the residents should have been sent by the US postal service about something of this magnitude.

Treasurers Report – As attached to these corporate records, Tanya Henze gave the report from the March 31, 2022 financials. **MOTION** made by Cindy Beckley and seconded by Dick Mole to accept the Treasurers report as presented. **Motion passed unanimously.**

Committee Reports –

- Communications – Joe Holler reported. He spoke of the zoom capabilities that Cindy Beckley helped to get set up in the clubhouse for these meetings. All committees and sub associations can use this. Printed directories do not have a delivery date yet; they are awaiting a shipment of paper. A newsletter was done last month. He spoke of the VCA facebook group – and he would like to be able to open the FB group up to comments on a trial basis. **MOTION** made by Tanya Henze and seconded by Cindy Beckley to reopen the motion from the previous meeting to allow facebook comments to be open for a trial period of 90 days. Norm Hotz spoke of who holds the liability for the facebook page. Discussion was had. Motion carries with Mary Jane Apicello, Michael Jalbert, Tanya Henze and Cindy Beckley voting in favor and Dick Mole voted against. Michelle Thibeault noted that this is a liability to Sunstate and we are vehemently against it. **MOTION** made by Michael Jalbert and seconded by Dick Mole to rescind the previous motion. Motion passed unanimously. The

facebook page will remain and informational page, not a communicative page. Tanya is disappointed that this was not brought up last month by Sunstate Management.

-Finance Committee - Jennifer Smouse gave the report. **MOTION** made by Mary Jane Apicello and seconded by Cindy Beckley to extend the CD at Bank of Ozark at a rate at .50 for 8 months. Motion passed unanimously.

-Infrastructure Committee – George Sperry reported.

-Amenities – Mark Link reported. **MOTION** made by Cindy Beckley and seconded by Tanya Henze to appoint Donna Draper to the Amenities Committee. Motion passed unanimously. Russ Henze spoke of the pool vendor at CDA and VP coming into the neighborhood prior to the 7am-5pm vendor rule in the community.

-Environmental – Mary Lou Holler reported.

-Landscaping – Jackie Cleary gave the report. The committee has been doing a lot of work on the irrigation. The committee is waiting on a proposal from WestCoast. The committee is also looking to preserve the berm; the bushes will be fertilized and pesticide will be applied and a proposal was submitted for approval at a cost of \$1700. **MOTION** made by Tanya Henze and seconded by Cindy Beckley to approve the proposal for \$1700 for the berm to come out of 7160. Motion carries 4-0; Dick Mole abstained. The bullnoses at the entrances and the clubhouse will be annuals, but others will be perennials. The cost for this is \$6,006 for 401 (3 gallon) plants. **MOTION** made by Cindy Beckley and seconded by accept proposal 11 for \$6,006 to remove and replace the annuals/perennials. Motion carries 4-0, Dick Mole abstained. Dead bushes/lack of bushes behind 5003 and 5035 Bella Terra. Proposal 13 is for (3) 7 gallon bushes behind 5003 and (6) 7 gallon bushes behind 5035 for a cost of \$2,683. **MOTION** made by Cindy Beckley and seconded by Tanya Henze to accept proposal 13 for \$2,683 to replace the bushes behind 5003 and 5035 Bella Terra to come from line item 7650. Motion carries 3-2, with Mary Jane Apicello, Tanya Henze and Ann Viel voting in favor, Michael Jalbert and Cindy Beckley voting against, and Dick Mole abstained.

Preserve Committee – Michael Vincent reported. The committee met with Andrea Lippstein who works for the county. There are 50 properties that need some immediate attention.

Roads Committee – George Sperry reported. Communication for the roads project was discussed.

Tree and Gutter Report – George Sperry reported. A few oak trees and shady ladies need to be trimmed. A proposal was presented for \$6000 for the trimming. This will be done in three days. **MOTION** made by Cindy Beckley and seconded by Dick Mole to approve the proposal for \$6000 for the three days of tree trimming to come out of line item 7652. Motion carries 4-0, Mary Jane Apicello left the meeting.

Citizens Patrol – No report.

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

Social Club – Morina Chimelak reported.

Sub-Association Reports

- **VNA 1** – Norm Hotz reported – one of the new houses is about to start work in the next few weeks.
- **Villa Paradiso** – Jan Weis reported.
- **Villa Vivaci** – Jim Chimelak reported. He thanked Brian and the VCA Board for the quick response to the homeless camp.

- **Casa di Amici** – Tanya Henze reported. Many landscaping projects have been going on in Casa.

Management Report – Michelle Thibeault reported.

Unfinished Business - None

Owner Comments-None

Next Meeting – May 23rd, 2022 at 9:00 am.

MOTION made by Cindy Beckley and seconded by Michael Jalbert to adjourn the meeting. **Motion passed unanimously.**

Meeting was adjourned at 12:46 am

Respectfully submitted,

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

Draft

VENETIA COMMUNITY ASSOCIATION, INC.

A Corporation Not-for-Profit
c/o Sunstate Association Management Group
228 Ponce De Leon Avenue, Venice, FL 34285

AGENDA FOR MEETING OF THE BOARD OF DIRECTORS

NOTICE IS HEREBY GIVEN, in accordance with the bylaws of the Association and Florida's Statutes, that the Board of Directors meeting will be held at the following date, time and place:

DATE: Monday, April 25th, 2022

TIME: 9:00 A.M.

**PLACE: THIS MEETING WILL BE
HELD AT THE CLUBHOUSE
& via Zoom**

Please announce that you are recording the meeting prior to the call to order

1. Call the meeting to order and proof of notice.
2. Determine if a quorum is present.
3. Approval of previous minutes
4. Officers Reports
 - A. Presidents Report
 - B. Treasurers Report
5. Committee Reports
 - A. **ADMINISTRATIVE**
 - i. Communications
 - ii. Finance
 - iii. Infrastructure
 - iv. Welcome
 - B. **AMENITIES**
 - C. **GROUND**S
 - i. Environmental
 - ii. Landscape
 - iii. Preserve
 - iv. Road
 - v. Trees and Gutters
 - D. **SECURITY**
 - i. Citizens Patrol
 - E. **Social Club**
6. Sub-Association Reports
 - A. VNA One
 - B. Villa Paradiso
 - C. Villa Vivaci
 - D. Casa di Amici
7. Management Report
8. New Business
~ Additional cul de sac paving quote
9. Unfinished Business

~Homeowner Comments - **QUESTIONS FROM RESIDENTS WILL BE A 3 MINUTE LIMIT**

10. Adjournment – Next Meeting - May 23rd, at 9:00 AM

Amenities Committee report to VCA Board of Directors Meeting
April 25th - 2022

The Amenities Committee met on Mon 04/18/22:

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 3-4 weeks.

We have been ordered by Sarasota County to add another sign relative to maximum pool depth. Signs are complete and we will ask Infrastructure if they can install them.

Our infrastructure committee has requested we order new depth/numerical tiles which will need replacement as they work on the pool deck pavers. Samples ordered 4/10

CLUBHOUSE

Exterior and windows power washed the week of April 20th

The carpet in the card room was shampoo'd the week of March 14th. Steam cleaning of tiles and grout to be scheduled during the summer.

Pool deck will be scheduled for powerwashing May 5th.

COURTS:

All Courts had a lot of use this season. Pickleball, tennis and bocce played 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 ended with Tournament Play and a barbecue on weds 4/13. Over 60 spectators were in attendance. Chris Cummings and family were on site for the Finals and we acknowledged Bill Cummings contributions to VCA and CDA with a plaque naming the area Cummings Courts.

FITNESS Room

Fitness Equipment training was held on 4/19 for 28 people who signed up.

POOL Rules Issues:

The committee has recently had to deal with various 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 and consider fines.

New Member:

We would like to request addition of Donna Draper to the Amenities Committee.

Ddd83@sbcglobal.net

773-391-1393

Submitted 04-19-22

Donna DeLuca

Venetia Communications Committee Report

April 2022

From Amazon, at the suggestion of Joe Holme, Cindy Beckley purchased a used Dell PC, a camera, an omnidirectional microphone with extension cable, and a keyboard mouse and spent \$490.51. This equipment is connected to the big-screen television that is already at the clubhouse.

Brian Rivenbark of Sunstate Property Management hosts the Zoom meetings from this equipment for all Venetia HOA Board meetings except for VNA One, as they do not use Sunstate. The equipment is left connected to the TV and Cindy will be happy to instruct any VCA committee chairs on the use of this equipment. Cindy will be available until May 22, 2022 and then she will be leaving for the summer. These Zoom meetings are important for keeping connected to Venetia during the summer months.

There is still no delivery date for the directories. Craig Tirgrath (Sundown Publishing) told Cindy that the printer is telling him there is a severe paper shortage since the beginning of 2022. But he hopes to have more information soon.

Deb Sauder did a great job with the April Newsletter which was emailed to Venetia residents and is also available on the website.

The website was down for one day early in April due to GoDaddy, our host, doing some internal maintenance. Thanks to all of our residents who informed Joe that there was a problem.

Joe Holler

Environmental Report 4/25/2022

The usual maintenance was performed by Solitude this month. A resident's question concerning the pond behind their home was answered by Solitude.

The committee is looking into the long range plans for the sumps and ponds.

Mary Lou Holler

Dave Bakula

VCA Finance Committee
Minutes of Meeting April 7, 2022

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

Jennifer reported that the next CD that is coming due on April 11 2022 is with Bank Ozark in the amount of \$236, 426. This is an operating account. Tanya reported that Betsy at Sunstate checked at this bank and found an eight-month CD that would pay 0.5%. A motion was made and passed by unanimous vote to renew that CD for those terms.

Tanya reported that the Cadence ICS account was activated in January.

The upcoming road paving project was discussed and Tanya reported that the down payment of 30 percent of the contract in the amount of \$251,838 will be paid by liquidating the Cadence Bank reserve account 1211 of all but \$1,800. The rest will come from either the Iberia and Liberty Savings Money Market reserve accounts. Those accounts will also be used for the payment at the completion of that project. Jennifer noted that the First Home Bank CD account, maturing in July 2023 should not be touched.

Jennifer noted that at the end of each quarter there is \$45,000 from dues replenishing the reserve accounts.

The next meeting of this committee will be held on Friday, June 16, 2022 at 10am at the Venetia Clubhouse and via Zoom, as Jennifer will be away. Cindy will be out of the country and unavailable at that time, and Mary volunteered to record the minutes of that meeting. This June meeting will begin the budget process.

A motion to adjourn was made and unanimously carried.

Respectfully submitted,
Cindy Beckley
Recording Secretary

Infrastructure Committee Report 4/25/22

This report covers the period of 23 March through 19 April. The following work was done;

1. Replaced drop arms that were knocked down by unknown vehicles three times.
2. Replaced 2 water feed valves at the Woodmere Island fountains.
3. Reset a number of pavers at the pool deck to help eliminate tripping hazards.
4. Cleaned debris from the top of the South Jacaranda Waterfalls.
5. Repaired float valve at the Jacaranda Waterfalls.
6. Inspected the three surface water pumps along the Hour Glass/ Circle Woods Berm.
7. Replaced the number 3 pump on the berm which was not working.
8. Cleaned the surface water drains along the berm.
9. Replaced the fan in the electrical box at the Jacaranda Entrance.

The committee worked a total of 55.5 hours during the period.

This report prepared and submitted by Bill Crocker and George Sperry



WESTCOAST

LANDSCAPE & LAWN S

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Line Item #7650
SVC/Landscaping
Replacement

LANDSCAPE ESTIMATE

April 22, 2022

Venetia
Corso Venetia Blvd Venice FL 34293

Proposal #13

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, 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:

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 : **\$2,683.00**
TWO THOUSAND SIX HUNDRED EIGHTY 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,

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),

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.

EXHIBIT A

Scope: #5003 Bella Terra - install (3) Viburnum odoratissima 7 gallon shrubs along back berm hedge in the bare spots — area is 'taped off'

#5035 Bella Terra - install (4) Downey Jasmine 7 gallon shrubs , (2) Eleagnus 7 gallon shrubs in the bare spots along the back berm hedges .

Apply mulch around newly installed shrubbery

Irrigation is NOT included in this estimate





Accepted and Agreed:

Contractor:

TIM GREINER

Westcoast Representative (print)

Association/Owner:

Association/Owner (print)

Signature

DATE

4/22/22

Signature

DATE

Jackie Cleary
Landscaping Chair

Jackie Cleary - April 22, 2022



WESTCOAST

LANDSCAPE & LAWN

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

Line Item #7650
Landscaping SUCI
Replacement

Systemic Insecticide Proposal

March 31, 2022

Venetia

Corso venetia Blvd Venice FL 34293

Proposal #10

Dear Board,

We appreciate the opportunity to present a venetia

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



L&O AGREEMENT

This Lawn and Ornamental 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 Lawn and Ornamental 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 : **\$1,700.00**
ONE THOUSAND SEVEN HUNDRED 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.

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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.

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9. Amendments

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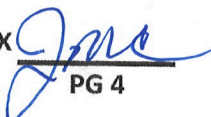
X 
PG 4

EXHIBIT A

Scope: SYSTEMIC INSECTICIDE APPLICATION

Description of Services:

Systemic insecticide provides two modes of activity on multiple pests and life stages.

This insecticide will control activity against most major insect pests throughout the season.

First Mode:

Bifenthrin provides immediate knockdown (within hours) of early-season adults, including surface-feeding pests such as chinch bugs, Fall Army Worms and Sod Web Worms.

Second Mode:

The outstanding systemic and residual activity of clothianidin provides preventive, season-long control of all white grubs, plus control of any escaped larvae from early-season adult or surface feeder eggs laid prior to application.

*With two

applications of a systemic insecticide we can guarantee residual season long control against chinch bug infestations in your St. Augustine turf.

In short, a systemic insecticide gives you the complete turf insecticide control package of multiple life stages of most major pests from spring through fall.

Add Specific Application Information Below (Scope):

West coast will apply a 8-0-10 shrub fertilizer to hedge row in areas marked on attached map, along with applying a systemic insecticide to the same hedge rows labeled on map.

This will provide protection from insect damage and induce more growth .

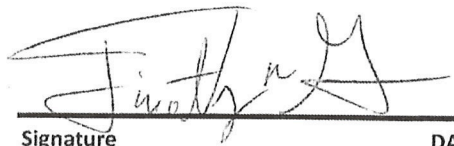
Jmc

Accepted and Agreed:

Contractor:

TIM GREINER

Westcoast Representative (print)



Signature

DATE

3/31/22

Association/Owner:

Association/Owner (print)

Signature

DATE

Jackie Cleary
CHAIR

JACKIE CLEARY
4/21/22

Untitled Map

Write a description for your map.

Legend

- Corso Venetia Blvd
- Feature 1
- Sarasota County Tax Collector
- Venice East Golf Course
- Wendy's



Google Earth

Image Landsat / Copernicus



WESTCOAST

LANDSCAPE & LAWNS

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

*Line Item #7650
SVC/Landscaping
Replacement*

LANDSCAPE ESTIMATE

April 22, 2022

Venetia

Corso Venetia Blvd Venice FL 34293

Proposal #11

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, 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:

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 : \$6,006.00
SIX THOUSAND SIX 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,

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),

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.

EXHIBIT A

Scope : Remove annual flowers at all bull noses of island beds at woodmere entrance & jacaranda entrance . Leaving only initial bull noses by main roads & clubhouse flower beds for annual flowers .

Install (110) Blue Daze 3 gallon plants at Woodmere entrance bull noses prepared

Install (45) Blue Daze 3 gallon plants at Jacaranda entrance bull noses prepared

Install (246) annuals(vinca - pink, red, white) in first bull noses at Woodmere / Jacaranda & Clubhouse beds

Clean up and remove debris

Irrigation is NOT included with this estimate

jmc

Accepted and Agreed:

Contractor:

TIM GREINER

Westcoast Representative (print)

Association/Owner:

Association/Owner (print)

Signature

DATE

4/22/22

Signature

DATE

Jackie Cleary
Landscaping Chair

Jackie Cleary - April 22, 2022

Meeting Notes

April 18, 2022

Attendees:

Jackie Cleary
Elaine Timmes
Dick Mole
Eric Barth
Karen Hayes
Tim Griener – West Coast
George Sperry
Bill Beaumont

Next Meeting: May 17, 2022

- Discussed irrigation with infrastructure, WC and Landscaping Committee. We are planning a walk thru the community to address all irrigation, wells, pumps and ponds to responsibility.

Proposals:

- Proposal #10 – Berm fertilization and Pesticide to promote healthy growth on berm, from Jacaranda entrance all the way down Via Del Villetti to the end of Venetia property- \$1,700.
- Proposal #11 – Replace all annuals on bullnose and replace with perennials with the exception of the two entrances and signs at the entrance of the club house - \$6006.00
- Proposal #12 – Replace 4 timer boxes and 32 heads from Jacaranda entrance to end of Venetia property at 776 – Waiting for updated proposal
- Proposal #13 -Add 3/7 gallon bushes behind 5003 Bella Terra and 6/7 gallon bushes behind 5035 to eliminate cut thru from 776 and Hour Glass community - \$2,683.00

We met with Andrea Lipstein from Sarasota County Environmental Compliance and Enforcement to determine restrictions in the preserve areas.

We later identified roughly 250 properties and green spaces that border the preserve, and walked all of them. We categorized them as to needed maintenance in the following areas:

1. Vertical Cuts
2. Tree Trimming or removal
3. Vine mitigation
4. Preserve intrusion

We have contacted vendors for the listed categories and included possible surveying for marking the preserve boundaries.

This is in preparation for the 2023 budget. We have not selected any specific projects or vendors as we have months of storm weather and plant growth to consider. This will need to be re-evaluated after the first of the year with the new budget.

On behalf of the Preserve 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:	Venetia Community Association, Inc.	Contact:	Brian Rivenbark
Address:	C/o Sunstate Association Management Group, PO Box 18809 Sarasota, FL 34276	Phone:	941-870-4920
		Fax:	
Project Name:	Venetia- 2022 Paving	Bid Number:	LT22-033
Project Location:	Woodmere Park Blvd. Off US41, Venice, FL	Bid Date:	4/21/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
04	Milling 0" To 1" (7' Wide) & Removal Of Millings @ Concrete Curb	370.00	SY	\$2.50	\$925.00
08	1" SP-9.5mm Superpave Overlay	1,035.00	SY	\$7.00	\$7,245.00
21	Manhole Riser Rings	2.00	EACH	\$175.00	\$350.00

Total Bid Price: \$8,520.00**Notes:**

- This Proposal includes ONLY those items and services specifically described above.
- 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.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____**Signature:** _____**Date of Acceptance:** _____**CONFIRMED:****Ajax Paving Industries Of Florida, LLC****Authorized Signature:** _____**Estimator:** Lauren Taylor

941-486-3600 ltaylor@ajaxpaving.com

Road Committee Report 4/25/22

The repaving of the Community Roads is expected to begin on Monday 2 May depending upon the weather and the completion of the gutter repairs.

I talked to Lauren Taylor of Ajax Paving Industries concerning the possible lane change designation at the Route 41/ Woodmere Exit. She recommended that we leave it as is. Her reasoning was that if a traffic accident were to occur after the change, that the Community could be taking on some of the liability.

Road Committee Chairman

George sperry

VCA Treasurer Report

March 31, 2022

Total Liabilities and Equity:	\$1,273,063.30
Total Reserves Balance:	\$802,319.84
Total Expenses:	\$163,367.36
Over Budget	\$62,547.87
YTD Over Budget	\$59,356.00
Administrative Expenses:	\$8,396.90
Under Budget	\$1,036.85
YTD Under Budget	\$3,051.64
Grounds Expenses:	\$80,832.01
Over Budget	\$54,007.01
YTD Over Budget	\$56,691.61
Maintenance Expenses:	\$17,260.29
Over Budget	\$9,660.29
YTD Over Budget	\$3,856.53
Pool & Recreation Expenses:	\$3,415.28
Under Budget	\$68.06
YTD Under Budget	\$193.78
Utilities Expenses:	\$53,144.14
Over Budget	\$70.07
YTD Over Budget	\$2,307.09
Accounts Receivables:	\$2,736.96
As of 3/31/22 the total is \$2,736.96. 3 homeowners have not paid full 1 st quarter fees.	
As of 3/31/22 there were 10 homeowners that had not paid the 1 st quarter fees in full or have a small balance due.	
As of 3/31/22 1 homeowner has been turned over to our attorney.	

Tree and Gutter Committee Report 4/25/22

The tree removal and replacement project for the most part is complete. There is still some sod to be put down in Villa Vivaci and a sprinkler system needs to be repaired at a house along Via Del Villetti. There are also some tree supports that need to be installed.

All of the newly planted trees seem to be surviving. The committee continues to put water on the trees planted near the Woodmere Entrance and along Route 776.

The committee removed the reinforcement sticks and guide supports from the Shady Lady Trees that were planted more than two years ago.

Attached is a quotation from ArtisTree for the trimming of a few of the Oak Trees along the streets and for the trimming of the Shady Lady Trees that were planted in previous years. The total amount of the quotation is \$6,000.00. **The Committee recommends that the Board approve this expenditure.**

Will Howell of Howell Concrete and Land Service is scheduled to repair the 7 gutters located throughout the community on 28 and 29 April.

The resident at 4602 Borghese Court wants to fix his driveway which has been damaged by tree roots, however, when he fixes the driveway the sidewalk will be two inches higher than his driveway. He has asked that the community consider fixing the sidewalk now so that he can fix his driveway. This is being passed along to the sidewalk committee for consideration.

Tree and Gutter Committee Chairman

George Sperry



TREE DEPARTMENT PROPOSAL

Venetia HOA

SUBMISSION DATE: April 19, 2022

Bid price good for 30 days

This ArtisTree proposal, in printed or electronic form, contains confidential information and is intended only for the requesting parties. It is not to be reviewed, retransmitted or disseminated to unintended recipients.

SCOPE OF WORK:

1. Trimming of Shady Lady Trees Along Road Way
2. Lifting of Canopy for Sidewalks and Reducing Canopy if Needed .
3. Trimming of Oaks Over Road Way and Clearing for Street lights .
Lifting of Canopies to At least 15 ft Over Roadway
4. Removal of Debris and Dump fees included

TOTAL PRICE: \$6,000.00 per day (Est. 3 Days to Complete)

PLEASE FAX SIGNED PROPOSAL TO: Attention: Randy Cravens at 941.483.9157 or call ArtisTree's Tree Department with any questions.

Randy Cravens, Tree Department Manager
299 S. Havana Rd.
Venice, FL 34292
P: 941.488.8897 x 303

Thank you for the opportunity to bid on your project!

ACCEPTANCE OF PROPOSAL: _____ **DATE** _____