

# 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 June 27, 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: President Ann Viel, Treasurer; Tanya Henze, and Director Mary Jane Apicello. Present by Zoom were Secretary; Cindy Beckley and Director Art Apicello. Vice President; Dick Mole and Director Michael Jalbert were absent. Also present in person were Lynn Priest and Lindsey Olson from Sunstate Management Group. Brian Rivenbark from Sunstate Management was present via zoom.

**Minutes – MOTION** made by Mary Jane Apicello and seconded by Tanya Henze to approve the minutes of the May 23, 2022 meeting as amended. **Motion passed unanimously.** Under Presidents Report – MOTION by Cindy and (should be) seconded by Art Apicello.

**Presidents Report** – Ann Viel thanked those who help in the community that help when she is away. The board is looking for someone to help with the drone and the security regarding the homeless camp, etc. **MOTION** made by Mary Jane Apicello and seconded by Tanya Henze to ratify the expenditure for \$38,000 from the capital improvements account for all of the debris left behind from the homeless camp. Discussion was had regarding talking to the county about helping to pay for this damage or putting up a fence. Motion passed unanimously. The county does not want to help, but will not pay for a fence. The county recommends investigating and research and then having someone drone the area on a constant basis (once a week at an unannounced time. A proposal was presented. The Association would have a drone fly over once a week and get reports on the footage weekly to make sure no one is in that area. For now the sheriffs department is suggesting once a week drone flights, and then possibly moving to every other week. **MOTION** made by Mary Jane Apicello and seconded by Tanya Henze to accept the proposal from Unmanned Arial Solutions, USA in the amount of \$100 per flight. Motion passed unanimously. Gates – Due to frequent gate issues, Brian will be bringing some gate bids during budget season to possibly work into the 2023 budget. Ann thanked George Sperry and his task force for the road work and the roads being finished. If you know of someone being away, please help neighbors prepare for Hurricane Season. Mark your calendars for November 5, 2022 will be a Committee recognition and recruitment night at the clubhouse.

**Treasurers Report** – As attached to these corporate records, Tanya Henze gave the report from the May 31, 2022 financials. **MOTION** to accept the Treasurers report as presented. **Motion passed unanimously.**

### **Committee Reports –**

- **Communications** – Cindy Beckley reported. Directories were delivered two months late, due

to publisher issues. Tanya Henze is the contact person (via email only) to receive a directory now until Cindy can get back into town to organize a bulk delivery.

- **Finance Committee** - Jennifer Smouse reported. The most recent meeting discussed a timeline needed to prepare the 2023 budget. Budget spreadsheets will be sent to committee chairs by July 23, 2022. Budget will be sent out 30 days before the Oct. 23, 2022 budget meeting.

**-Infrastructure Committee** – George Sperry reported. The committee is needing volunteers at this time. Spoke of puddles that are now forming at the 41/Woodmere entrance since the new drainage was put in by the county. He also asked about FPL and the change of the community to LED lights.

**-Welcome Committee** – Mary Hrisoulis reported. There have been 11 new residents in the community since her last report in March. There are no changes to the committee at this time.

**-Amenities** – Mark Link reported. Two heaters at the pool are having issues, Symbiont is coming to check, and put the pool on “summer mode” to keep the pool at a more constant temperature. He discussed the clubhouse cleaning schedule. The committee is going to move their meetings to the third Tuesday.

**-Environmental** – Ann Viel read the report provided.

**-Landscaping** – Jackie Cleary gave the report. West Coast Proposal 15 – Remove and replace dead grasses on both sides of the Jacaranda Entrances. They will remove and replace the grass, mulch, and remove all debris. No work will be done without checking the irrigation first. The funds in the amount of \$2,472 would come out of the Landscaping Account -7650. **MOTION** made by Mary Jane Apicello and seconded by Tanya Henze to approve this proposal from West Coast in the amount of \$2, 472 to be taken from account 7650. Motion passed unanimously. West Coast Proposal 16 – The committee, George Sperry, Bill Beaumont, and West Coast walked most of the community. The area from Jacaranda to the end of the property on 776 needs to have 4 valve boxes replaced, 35 old rotors that are not working replaced, and screws on the box lids to make them tamper proof. **MOTION** made by Cindy Beckley and seconded by Tanya Henze to approve this proposal from West Coast in the amount of \$5,344 to come out of irrigation line item 7520. Motion passed unanimously. Ann mentioned that the palm tree trimming is the responsibility of the landscaping committee. It typically happens in May-June and then again in Oct. They need to be trimmed asap due to hurricane season starting.

**-Nature** – (Should be Wildlife Committee, Hogs) – There was one spotting of digging, a trap is going to be moved to that area. The other trap is going to be moved behind the pump station, to tuck it out of sight.

**-Preserve Committee** – Jan Weis reported. She is replacing Michael Gibson as chair and Russ Henze is taking Mary Eve’s spot. **MOTION** made by Mary Jane Apicello and seconded by Tanya Henze to approve these changes. Jane Weis is the chair of the committee. The committee is looking into getting bids to get a vertical cut done along the preserve area. The committee visited Brit’s Surveying and would like to do a survey of the preserve to identify the boundaries of the preserve. They are very familiar with the Venetia Community.

**-Roads Committee** – George Sperry reported. The committee was very active during the paving process. There were a few issues during the project – but Ajax came and fixed everything very quickly. The project was completed in about three weeks and Ajax did great work. There is a puddle that

accumulates near the butterfly park. They are looking for a solution for this. The committee met with Craig Matthew regarding this and Craig emailed Lauren at Ajax with his recommendation. The committee would like to not bring DMK back in and just work with Ajax. The community/homeowners was very happy with the work and commented that Lauren with Ajax was a pleasure to work with.

**-Tree and Gutter Report** –George Sperry reported. Will Howell is receiving concrete this week, will be pouring on the 29<sup>th</sup>, and the truck that has been on property should be removed by the end of the week. George Sperry reported that he has been reviewing funds for budgeting purposes. The berm will need to be trimmed in 2023.

- Anyone wanting to help with holiday decorating this year must have their name submitted to the Board by the October in meeting.

**Citizens Patrol – no report.**

**Social Club** – Mary Jane Apicello reported. There will be a 4<sup>th</sup> of July lunch, and a “Stepping Out” at a future date.

**MOTION** made by Tanya Henze and seconded by Mary Jane Apicello to accept all committee reports.  
**Motion passed unanimously.**

#### **Sub-Association Reports**

- **CDA** – Russ Henze reported. Casa is not having summer meetings so there is no meeting today. They are looking for someone to join their landscaping committee. He praised West Coast for their tree trimming. The Association was very happy.
- **VNA 1** – Norm Hotz reported. Quite a few homes have changes hands. The ARC committee has been very busy.
- **Villa Paradiso** – Jean Weis reported. New landscaping for driveways will be done in July. All new plants, irrigation, etc. There were no complaints on the paving in Villa Paradiso.
- **Villa Vivaci** – Brian Rivenbark reported. The Association is happy with the roads and cul de sacs.
- **Management Report** – Brian Rivenbark reported. He will be following up with Will about the truck, and moving forward with the drone above the homeless camp.

**Unfinished Business – None.**

**New Business – None.**

#### **Owner Comments**

- Speeding has increased since the new roads have gone in. Ann would like Brian to contact the Sheriffs Office about portable signage telling you your speed as you drive by, just to see cost.
- Missing no trespassing sign going up to the top of the Woodmere entrance. Brian will look into that as well.
- Vegetation that does not belong there - on Jacaranda Waterfall. Ann would like to have that

- cleaned up. Far north end of fountain about three levels high, about the quarters of the way up.
- An owner asked about the vacant lot in VNA1.

**Next Meeting** – July 25, 2022 at 9:00 am.

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

Meeting was adjourned at 11:34am

Respectfully submitted by,

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

Draft

Amenities Committee report to VCA Board of Directors Meeting  
June 27 - 2022

The Amenities Committee met on Tues 06/21/22

In attendance: Mark Link, Pam Biasotti, Mary Hrisoulis, Donna Draper, Mary Eve, Barbara King, Edie Reiter, Elaine Timmes

#### POOL and SPA

1. Donna Draper will take over pool testing and overview from Dusty Campbell. Mark Link will go over responsibilities and procedures with Donna.
2. Heater #2 is out and #4 reads no flow. Symbiont will schedule a manufacturers rep to visit with their rep to determine the problem.
3. We are turning the heater units to cooling.
4. Chemical monitoring appears to be much better, under control. Grande Choice has chosen to check on chemicals on their off days now as well.

#### CLUBHOUSE

- Windows will be cleaned inside and out in June by Reliable maintenance contractor.
- Detailed Window washing will be scheduled after hurricane season, late October
- Carpets and tiles in entire clubhouse will be cleaned in Sept
- The back storage room has been cleaned and straightened out and we request all who have access to the room, to keep it in good order.

#### COURTS:

Most court activity has subsided, still some activity. Committee noted pickleball nets are wearing on the top edge again. DD to follow-up.

#### FITNESS Room

Fitness Equipment well received. We will schedule a cleaning of the equipment and the fans in June.

#### POOL and FITNESS Room Rules Issues:

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.

An eblast will be sent to advise people NOT to open gates to people claiming they forgot their fob or it doesn't work. Do not open pool area to any contractor. Our landscapers, and mail carrier have fobs to use and understand they are to only enter through the side door.

For the summer months of July-August-Sept, the Amenities Committee will conduct meetings via email communications or zoom.

Due to personal conflicts for a few committee members, ongoing monthly meetings will be changed to the 3<sup>rd</sup> Tuesday of the month at 9am. DD to advise Joe Holler to change web site calendar.

Respectfully Submitted 06-21-22  
Donna DeLuca

## **CIVILIAN PATROL**

Things remain quiet throughout the community.

# Communications Report

June 2022

The directories were delivered on June 21. Tanya Henze has agreed to be the contact person for those residents who want the directories before Cindy returns to organize a bulk delivery to all Venetia residents. Tanya is to be contacted by email only at [tanya.henze0329@hotmail.com](mailto:tanya.henze0329@hotmail.com). Cindy will send an eblast to that effect on June 22..

Joe Holler



## Environmental Report 6/27/2022

Solitude addressed concerns with sumps, 21 ,19, 34 and others with growth of weeds in the dry season which will subside with the rainy season.

Shelves 10 and 6 which were overgrown are in the process of being treated, again the rainy season is the key to solving this problem, after a dry winter and spring.

A restoration planting has been done behind 4964 Bella Terra.

Respectfully Submitted,  
Mary Lou Holler  
Environmental Co-chair

The Finance Committee held their monthly meeting on Thursday, June 16 via zoom. Items discussed during that meeting included

1. Ann Viel confirmed that she was moving needed reserve cash funds into our operating account by making a couple withdrawals from local banks and then these checks are deposited into Cadence where
2. VCA has their checking account. These transfers are needed in anticipation of final payment to be made to Ajax for the VCA roads paving project after their final invoice is received.
2. Rest of our meeting was used to discuss 2023 VCA budget. A tentative timeline for the budget was created during this meeting and this timeline will be solidified in the next monthly Finance meeting, which will be Thursday, July 14 at 10am.
- 3.
4. The key dates in the timeline include budget spreadsheets sent out to Committee chairs by July 28 and these populated spreadsheets with 2023 budget submissions for expense, reserve and income, if applicable are due back by August 5. The Finance Committee will have a first pass budget to review on August 11 and then additional changes will be made as needed in order to create the final draft budget which will be presented to full VCA in their September 19 meeting. Any further needed changes will be discussed in September meeting so final 2023 VCA draft budget can be mailed to all owners by September 22.
5. Final 2023 VCA Budget that has been distributed to all owners will be voted on by VCA Board during October 23 meeting. That resolution to approve budget action completes the 2023 VCA budget.
6. Next scheduled meeting for Finance Committee is Thursday, July 14 at 10 am via zoom.

This completes my report for June 26 VCA Board meeting.  
Respectfully submitted,

*Jennifer E. Smouse*

## **June 2022 Infrastructure Report**

This report is for the period from 5/18/2022 thru 6/21/2022.

5/24 - After checking the irrigation pipe that we repaired last week we back filled the hole. Cleaned the leaves out of the three fountains in the island at the Woodmere Entrance. We found that there were holes in the base of 2 fountains. We will investigate further to see what we will do to correct this problem. We made necessary modifications to the pedestrian gate at the Woodmere Entrance ,the tree roots have distorted the fence so much that it could no longer latch. Found two landscape lights laying on the ground on Jacaranda Entrance Island. We will pick up necessary parts and repair them next week.

5/31 – Re installed two landscape lights on Jacaranda Entrance Island. Plugged two holes in the bases of the two fountains on the Island at the Woodmere Entrance. Had a new valve installed in irrigation line to stop a leak in the area of Well near Villa Paradiso.

6/14 – Adjusted pool gate closer that was slamming at Clubhouse. Installed curved valance over entry door in Clubhouse Lobby. Replaced worn out leg caps on clubhouse folding chairs.

6/21 – Today we did the second rust removal treatment on the 3 Fountains that are on the center island at the Woodmere Entrance. We also had to replace 2 of the pond pumps and 1 Hudson Valve. All are working properly now. We also replaced photo cell in Streetlight on Corso Venetia between Clubhouse & Condo's.

The Committee worked a total of 36 hrs. in the period mentioned above.

This report was prepared and submitted by Bill Crocker & George Sperry

## Meeting Notes

### June 21, 2022

#### Attendees:

Jackie Cleary

Elaine Timmes

Dick Mole

Karen Hayes

Tim Griener – West Coast

#### Next Meeting: TBD

- Dead space on the berm behind properties on 4250 Via Del Villetti, 5003 Bella Terra and 5035 Bella Terra has been completed. WC installed Viburnums and jasmine.
- Mulch was delivered on Wednesday, June 22.
- Planning a meeting with committee and West Coast to discuss 2023 projects

#### Proposals

- Proposal #15 – Replace and remove dead grasses at the Jacaranda Falls entrance and install 28 Muhly grasses (3 gallons) as replacements, add mulch, and clean up and remove debris - \$2472.00
- #16 – Irrigation from Jacaranda to end of property on 776. Replace 4 valve boxes, replace 35 antiquated rotors and install tap con screws to secure lids on boxes - \$5344.00



# WESTCOAST

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## LANDSCAPE & LAWNS

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

*Proposal #16*  
*Line Item #7520*  
*Irrigation Service*

IRRIGATION ESTIMATE

June 8, 2022

Venetia

Corso Venetia Blvd Venice FL 34293

*#16*

Dear Board Member,

We appreciate the opportunity to present an Estimate for Irrigation Enhancements for your properties Irrigation system.

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



# IRRIGATION AGREEMENT

This Irrigation 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 Irrigation 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,

## 2. Contract Price

Contractor agrees to perform the Services for a total contractual amount of : \$5,344.00  
**FIVE THOUSAND THREE HUNDRED FOURTY FOUR 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

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, and other perils covering the value of the Property.



## 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

## 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 REASONABLY FORESEEN.

## 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



## 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.

*Text*

## 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

## 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: Replace (4) valve boxes along Jacaranda Blvd (\$400.00)

Replace (35) old rotors from the entrance at Jacaranda Blvd to end of property along Englewood Rd ( \$2,500.00)

Install tap con screws to secure lids on boxes (\$100)

Labor ( \$2,344)

This estimate is intended to resolve any irrigation related issues that are present from the Jacaranda entrance towards the end of the property along Englewood Rd.

Accepted and Agreed:

Contractor:

**TIM GREINER**

Westcoast Representative (print)

  
Signature DATE 6/8/22

Association/Owner:

Association/Owner (print)

Signature DATE

*Jackie Cleary*  
*Landscaping Chair*



# WESTCOAST

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## LANDSCAPE & LAWN

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

*Proposal #15*

*Grasses at Jacaranda Entrance*

*Line Item 7650 Landscaping  
Replacement*

LANDSCAPE ESTIMATE

June 8, 2022

Venetia

Corso Venetia Blvd Venice FL 34293

*#15*

Dear Board Member,

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

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## 2. Contract Price

Contractor agrees to perform the Services for a total contractual amount of : **\$2,472.00**

**TWO THOUSAND FOUR HUNDRED SEVENTY TWO**

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

## 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 dead grasses falls at Jacaranda entrance and install (28) Muhly grass 3 gal as replacements

Add mulch around new plants

Clean up and remove debris








Accepted and Agreed:

Contractor:

**TIM GREINER**  
\_\_\_\_\_  
Westcoast Representative (print)

  
\_\_\_\_\_  
Signature DATE 6/8/22

Association/Owner:

\_\_\_\_\_  
Association/Owner (print)

\_\_\_\_\_  
Signature DATE

*Jackie Cleary*  
*Chair Landscaping Committee*

VCA PRESERVE COMMITTEE  
Update 6-20-22

Jan Weis - Chair	727-543-4788	janisweis@msn.com
Linda Braun	610-764-9299	nlbraun4486@gmail.com
Phil Dennington	941-493-6360	jdsunshine23@aol.com
Russell Henze	931-628-2940	tanya.henze0329@hotmail.com
Mike Jalbert	330-328-1286	jalbert@uakron.edu
Bill Lewis	941-445-4705	bwl1230@gmail.com
George Ware	516-941-8111	gwarelotus@gmail.com

Jan Weis accepted the nomination as chair of this committee effective 6/15/2022.

The Committee will meet weekly through June and July to finalize the VCA Preserve Maintenance Plan. As of this date, the committee has met with Sarasota County Environmental Protection Division, has walked the majority of the community preserve areas, established consistent linear parameters for securing maintenance quotes from landscape companies and received 5 quotes for review.

As of 6/21, we are now on schedule to meet with Solitude Environmental and Britt Surveying as well as other resources. In these final weeks prior to Venetia budget submission, our goal is to finalize our committee mission statement, get a understanding of preserve boundaries and a plan for clearly marking these boundaries, determine the VCA annual maintenance program and cost, and an ongoing communications program to ensure that all 643 Venetia property owners are aware of the Preserve's purpose and impact and the role we all play as Venetia residents in its maintenance going forward.

Submitted:

JanWeis, Chair  
Venetia Preserve Committee

Venetia Community Association  
President's Report  
June 27, 2022

1. Thanks to committees
2. Homeless
3. Drone
4. Security at the gates
5. Roads
6. Budget schedule for the committees
7. Hurricane season
8. Upcoming meeting dates
9. November 5 recognition and recruitment of volunteers

Ann Viel

## Road Committee Report 6/27/22

The road repaving project for the most part has been completed. There is a drainage issue near ButterFly Park. When it rains a puddle that measures about sixteen square feet develops in the gutter near the parking area. The puddle when full measures about one and one half inches in the deepest part. It takes about three days for the water to evaporate.

We have talked to Ajax about this condition as it did not exist prior to the street paving. We also had Kreg Maheu of DMK out to the job site on 10 June. We are awaiting their recommendation to correct this situation.

The overall paving project went very well. Ajax was well organized and completed the project in less than three weeks. The quality of their work is excellent.

Road Committee Chairman  
George Sperry

## VCA Treasurer Report

May 31, 2022

Total Liabilities and Equity:	\$1,213,990.81
Total Reserves Balance:	\$848,016.50
Total Expenses:	\$97,037.77
Under Budget	\$3,781.72
YTD Over Budget	\$30,391.68
Administrative Expenses:	\$8,313.62
Under Budget	\$1,120.13
YTD Under Budget	\$3,678.12
Grounds Expenses:	\$32,251.80
Over Budget	\$5,426.80
YTD Over Budget	\$32,520.00
Maintenance Expenses:	\$531.18
Under Budget	\$7,068.82
YTD Over Budget	\$1,150.81
Pool & Recreation Expenses:	\$2,015.71
Under Budget	\$1,467.63
YTD Under Budget	\$2,398.40
Utilities Expenses:	\$53,499.23
Over Budget	\$425.16
YTD Over Budget	\$3,112.89
Accounts Receivables:	\$9,361.43
As of 5/31/22 the total is \$9,361.43. 15 homeowners have not paid full 1 <sup>st</sup> quarter fees.	
As of 5/31/22 there were 24 homeowners that had not paid the 1 <sup>st</sup> quarter fees in full or have a balance due.	
As of 5/31/22 0 homeowners have been turned over to our attorney.	

**VNAOne Report/VCA Meeting June 27,2022**

All is good in the neighborhood. Most of the activity has been sales and it is wonderful to meet new owners who are so thrilled to find homes in our beautiful community. Thus far they have been selling at record high prices.

Construction on one of the sites on Via Del Villetti has begun and I would suspect walls will be going up very soon. Material shortages and inspections still remain a problem.

Please remember that the site is private property and should be respected as such. The dumpster is there for the owners construction debris only and should not be utilized by anyone else. Doing so is a crime.

Welcome Committee Report  
VCA Board Meeting – June 27, 2022

Since my March report there have been 9 new Venetia residents. Many of those will return in the Fall. At that time, more Welcome bags will be delivered. Donna DeLuca continues to activate and deactivate fobs as needed and when closings are posted.

Submitted by Mary Hrisoulis

June 21, 2022

**HOG PATROL**

For the most part things have really quieted down. The only recent noted damage has been around one of the ponds near the pump station and behind some units in Villa Paradiso. Traps have been relocated and hopefully we will have some luck. This is roughly three months earlier than first damage in 2001.