

# 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 July 25, 2022 at 9:00a.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 quorum**—A quorum was established with the following Directors present: President Ann Viel, Vice President; Dick Mole Treasurer; Tanya Henze, and by zoom, Secretary Cindy Beckley. Absent was Director Mary Jane Apicello. 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. Art Apicello was absent.

**Minutes**—**MOTION** made by Dick Mole and seconded by Tanya Henze to approve the minutes of the June 27, 2022 meeting as amended. **Motion passed unanimously.**

**Presidents Report**—Ann Viel noted that the road project came in under budget. She also spoke of the homeless camp and the \$100/drone flight to monitor the area. All no trespassing signs have been put up. Brian to send out another eblast in order to inform residents of what they should do if there are any problems in that area now. Increased drone coverage was discussed. Bella Terra – an independent contractor is out and is replacing the old cables from Comcast. This starts on Bella Terra and move through the neighborhood replacing what needs to be replaced. Power outages in the area were discussed. Ann would like Committee Chairs to speak to their committees to find out how many committee members will be in town on November 5. Also to continue to work on the budgets for the finance committee. There will be no August VCA Meeting. The next meeting will be held in September. Cindy Beckley mentioned needing to form a committee to start discussing/negotiating the cable contract. There are two years left in the Comcast contract.

**Treasurers Report**—As attached to these corporate records, Tanya Henze gave the report from the June 30, 2022 financials. **MOTION** to accept the Treasurers report as presented. **Motion passed unanimously.**

### **Committee Reports—**

- **Communications** – Joe Holler reported. Directories are in and they are currently being distributed by two homeowners Barbara King and Samira Easton. Another eblast will be sent regarding this information.
- **Finance Committee** - Jennifer Smouse reported. The 2023 budget timeline has been finalized. Budget submissions are due from committees on August 5.
- **Infrastructure Committee** – George Sperry reported. New member – Alex Sarelak. **MOTION** made

by Cindy Beckley and seconded by Dick Mole to appoint Alex Sarelas to the Infrastructure Committee. Motion passed unanimously.

- **Welcome Committee** – No report this month.
- **Amenities** – Donna DeLuca reported. The pool remains at 84 degrees. She spoke of the resolution of the cameras needs to be looked at. There was an incident and the license plate could not be read due to the resolution of the cameras.
- **Environmental**—Mary Lou Holler reported.
- **Landscaping**— Jackie Cleary gave the report. Jacaranda Ornamental grass project begins August 1. The irrigation project was completed last week. 5 proposals were presented. #17 \$4,089 on line 7650. **MOTION** made by Tanya Henze and seconded by Dick Mole to approve proposal #17 for a total of \$4,089 to come from line item 7650. Motion carries, Ann Viel, Cindy Beckley, and Tanya Henze voted in favor. Dick Mole abstained. Proposal #18 - \$2,970. **MOTION** made by Tanya Henze and seconded by Dick Mole to approve proposal #18 in the amount of \$2,970 to come from line item 7650. Motion carries with Ann Viel, Tanya Henze, and Cindy Beckley voting in favor, Dick Mole abstained. Proposal #19 - \$2500. **MOTION** made by Dick Mole and seconded by Cindy Beckley to approve proposal #19 in the amount of \$2500 to come out of 7650. Motion carries with Ann Viel, Cindy Beckley, and Tanya Henze voting in favor- Dick Mole abstained. Proposal #21—\$2,940. **MOTION** made by Tanya Henze and seconded by Dick Mole to approve proposal #21 contingent upon the fact that the irrigation is working in that area. Motion does not carry. Ann Viel and Tanya Henze voted in favor, Cindy Beckley voted against, and Dick Mole abstained. Proposal #20 -\$10,750 – **MOTION** made by Tanya Henze and seconded by Dick Mole to approve this proposal #20 to come from line item 7655. Motion carries, with Ann Viel, Cindy Beckley and Tanya Henze voting in favor, and Dick Mole abstaining.
- **Wildlife Committee**—Ann reported that numerous alligators have been removed from the community. She advised that no one go near any of the ponds.
- **Preserve Committee** —Jan Weis reported. The committee is looking to do a survey of the community, and would like \$15,000 for the 2022 year. **MOTION** made by Tanya Henze and seconded by Dick Mole to establish a line item in the reserve schedule for preserves. Motion passed unanimously. **MOTION** made by Cindy Beckley and seconded by Tanya Henze to allocate \$16,000 to the new preserve line item. Motion passed unanimously. **MOTION** made by Cindy Beckley and seconded by Tanya Henze to allow the preserve committee to spend up to \$15,000 on a survey of the community. Motion passed unanimously. George Weir resigned from the committee; there is not a replacement yet. **MOTION** made by Cindy Beckley and seconded by Tanya Henze to approve the resignation of George Weir. Motion passed unanimously.
- **Roads Committee** – George Sperry reported.
- **Tree and Gutter Report** —George Sperry reported.
- **Safety Patrol Report** – Norm Hotz asked about the no trespassing signs. They will be installed soon by Reliance and will be put cemented into the ground.

**Social Club** – Nancy Gianino reported. September – Grilling and Chilling – BBQ. October event – Oldies but Goodies.

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

**Sub-Association Reports**

- **VNA1** – Norm Hotz reported all is quiet.
- **Villa Paradiso** – Jean Weis reported. On Thursday and Friday, the plantings between the driveways
- **CDA** – All quiet.

**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**

**Next Meeting** – September 19,2022at9:00 am.

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

Meeting was adjourned at 12:14.

Respectfully submitted by,

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

# **Amenities Committee report to VCA Board of Directors Meeting July 25 - 2022**

No in-person meeting on Tuesday 7/19, committee communicates and reports on line.

We will not be meeting in person for July-August-Sept, as a full committee but will have subcommittee meetings as we feel needed.

## **Pool/Spa**

1. Cooling feature for pool has been turned on as of early July. This maintains the temp at 86 degrees.
2. One unit remains off line, awaiting parts and visit by manufacturers rep
3. Pool condition is very good. We must remind people to shower before entering the pool especially those who are wearing lots of sunscreen.
4. New cartridge filters were installed July 19th
5. Spa compressor has failed and is on order under warranty. Spa will remain closed until then.
6. Waiting on new quotes for preventative maintenance contracts with Symbiont and CES

## **Clubhouse**

1. AC was serviced 7/13. All good
2. There is a Clubhouse reservation for August, private party
3. Detailed Window washing will be scheduled after hurricane season, late October
4. Carpets and tiles in entire clubhouse will be cleaned in Sept
5. 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.
6. All fans in Fitness Room and 3 clubhouse rooms will be cleaned by our maintenance company next week.

## **Courts:**

Pickleball and tennis still active.

Amenities Committee recommends that a

**Looking for Volunteers** tab be added to the web site, click on it and get a short description of the various committees and contact info. This info should also be added to the Welcome Committee's "Info for Residents" document.

Submitted 07/20/22  
Donna DeLuca



# Communications Report

June 2022

The printed directories are being distributed by volunteers Barbara King and she and Samira Easton. Cindy is considering sending out another eblast asking residents to notify Barbara if they would like to have a directory delivered to them, or they can pick one up from Barbara's residence.

Joe Holler

## Environmental Report 7/20 2022

Solitude performed regular maintenance. Solitude met with George Sperry concerning water feature 15. It was determined that Solitude would spray the vegetation at no extra cost to the community.

Mary Lou Holler

Co chair

VCA Finance Committee  
Minutes of Meeting July 14, 2022

The meeting was called to order via Zoom at 10:30 am by Chairwoman Jennifer Smouse. Attending were Jim Chmielak, Roger DeNiscia Sr , Tanya Henze, Mary Eve and Cindy Beckley. Sunstate Management Brian Rivenbark attended for a portion of the meeting before he was called away. The meeting started 30 minutes late due to Zoom difficulties on Sunstate's part.

The paving project final costs were discussed and it was reported that the final Ajax Paving invoice total was \$714,806, which was under budget \$133,174 from the contracted amount of \$847,980. The DMK Consulting Service contracted amount of \$25,000, with an additional \$2,300 extra.

Betsy from Sunstate had advised prior to this meeting that she will have the June 30, 2022 financials updated and the 2023 budget model updated next week.

It was noted that there are two new committees to add to the budget line items list. The Wildlife committee is chaired by Norman Hotz and the Preserve Committee is chaired by Jan Weis. It was noted that the Homeless issue costs should be addressed in the budget, as well as the expense of the drone flights at \$100 per flight, initially the frequency once per week. This cost will come under the Security Committee also chaired by Norman Hotz.

The 2023 Budget timeline for this committee will be:

- July 20-26, 2022 – Cindy and another committee volunteer will update the committee templates, and then verified by Jennifer
- July 28, 2022 – Populated templates to committee chairs
- August 5, 2022 – Templates due back from committees
- August 11, 2022 – Finance committee members to review committee templates and make any adjustments for 2023 DRAFT Budget
- September 8, 2022 - tentative date for the Finance Committee to meet with Betsy to finalize the 2023 DRAFT Budget
- September 14, 2022 – 2023 DRAFT Budget presented to VCA Board of Directors
- September 19, 2022 – VCA BOD reviews 2023 DRAFT Budget and approves for mailing to all Venetia property owners 14 days prior to October 24<sup>th</sup> meeting.
- October 24, 2022 – VCA BOD approves 2023 FINAL Budget

The next committee meeting will by held via Zoom on Thursday, August 11, 2022 at 10am.

A motion to adjourn was made and unanimously carried.

Respectfully submitted,  
Cindy Beckley  
Recording Secretary

## **July 2022 Infrastructure Report**

This report is for the period from 6/22/2022 thru 7/19/2022

6/25 – Reinstalled Drop Arm at Jacaranda Entrance that was hit by persons unknown.

6/28 – Checked out south falls at the Jacaranda Entrance. The flume dropped from 3 ft. to 0 ft. the collar and reducer that was installed had vibrated off. The collar was installed to increase flume height of the flume when the pump was not operating properly. Now that the pump is working properly the collar is no longer needed. We installed new batteries in all the incoming & outgoing Drop Arms. They need to be replaced every 2 years.

7/5 – Repaired streetlight @ 5035 Bella Terra. Blown fuse, probably had a lightning strike.

7/13 – Reinstalled drop arm @ Jacaranda Entrance that fell off and hit car as it was entering. No damage to car (thank goodness Ann). It was probably hit by a previous car and was still hanging.

7/19/ - Installed wall hanger on wall in our area of the Clubhouse to hang pump hoses. Installed new reflector tapes on drop arms to replace the original tape that has weathered over time.

The Committee worked a total of 19 hrs. in the period mentioned above.

This report was prepared & submitted by Bill Crocker.

I will also be presenting a new Infrastructure Candidate Alex Sarelas for approval of the Board.

# July Landscape committee report

- Jacaranda ornamental grass replacement project will begin on August 1st.
- Irrigation at Jacaranda project was completed last week.
- Met with WC on July 8th to discuss projects for 2023.

Below are the proposals for July.

Line Item - #7650

Proposal #17 - Jacaranda Project (Texas Sage) - \$4089.00

Proposal #18 - Club-house path way - \$2970.00

Proposal #19 - Clean up clump of palms south of Woodmere Falls - \$2500

Line Item - 7655

Proposal #20 - Trimming of Palms - \$10,755.00



# WESTCOAST

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## LANDSCAPE & LAWN

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

*Proposal #17*

*Jacaranda Project*

*Line Item 7650*

*Jacaranda Entrance*

LANDSCAPE ESTIMATE

June 27, 2022

Venetia

Corso Venetia Blvd Venice FL 34293

*Proposal #17*

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

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 : \$4,089.00  
**FOUR THOUSAND EIGHTY NINE 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: Rake away mulch from areas with selected ( to be removed ) Texas Sage from center island at jacaranda entry

Replace areas of removed Texas sage with

: (36) Muhly grass 7 gallon

( 15) Copperleaf shrubs 7 gallon

( 15) Variegated Arbocola shrubs 7 gallon

rake back old mulch around newly planted materials

Remove 2 dead podocarpus / Replace (2) Podocarpus 7 gallon - at gate entry of Jacaranda

Clean up/ remove debris

· Irrigation NOT included in this estimate





- A. (6) 7 gallon Muhly grass
- B. (3) 7 gallon Copperleaf shrubs
- C. ( 6) 7 gallon Muhly grass
- D. (3) 7 gallon Copperleaf shrubs
- E. (6) 7 gallon Muhly grass
- F. (3) 7 gallon Copperleaf shrubs
- G. (6) 7 gallon Muhly grass







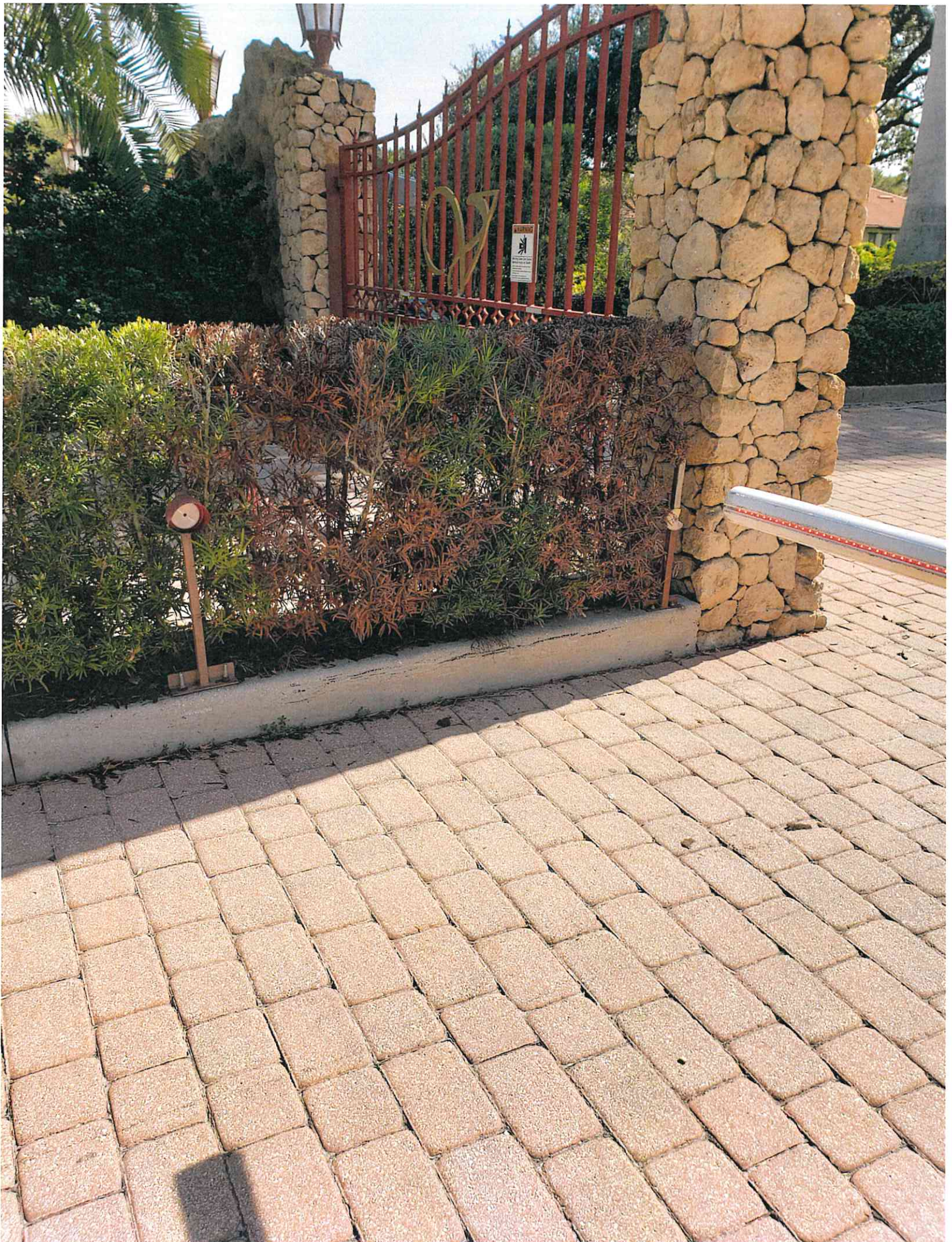


- A. (6) 7 gallon Muhly grass
- B. (3) 7 gallon Copperleaf shrubs
- C. (3) 7 gallon Copperleaf shrubs
- D. (6) 7 gallon Muhly grass
- E. (15) 7 gallon variegated Arbocola











Accepted and Agreed:

Contractor:

**TIM GREINER**

Westcoast Representative (print)

Signature

DATE

6/27/22

Association/Owner:

Association/Owner (print)

Signature

DATE

Jackie Cleary  
Chairman of Landscaping

*Jackie Cleary*





# WESTCOAST

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## LANDSCAPE & LAWN S

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LANDSCAPE ESTIMATE

*Proposal #18*

*Clubhouse Pathway*

*Line Item 7650*

*Landscaping service Replacement*

July 13, 2022

Venetia

Corso Venetia Blvd Venice FL 34293

*Proposal #18*

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

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## 2. Contract Price

Contractor agrees to perform the Services for a total contractual amount of : \$2,970.00

**TWO THOUSAND NINE HUNDRED SEVENTY DOLLARS**

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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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## 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 Awabuki Viburnum from beds at side pathway / gate to clubhouse pool

Remove excess soil/ mulch from beds around edge of pathway

Install in a single layer high (32) Mini flagstone concrete retaining block (8"x3"x 4" each block )

Install in beds at side pathway/gate to clubhouse pool:

(4) 7 gallon Cordyline ' Sunny Matthews '

(9) 6" mixed bromeliad

Install at crosswalk to clubhouse in front parking lot : (1) Bird of Paradise 7 gallon to make walkway symmetrical

Add mulch to newly planted materials

Clean up / Remove debris

Irrigation NOT included in this estimate

Accepted and Agreed:

Contractor:

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

  
\_\_\_\_\_  
Signature DATE 7/13/22

Association/Owner:

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

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

Jackie Cleary  
Chairman of Landscaping  
*Jackie Cleary*



# WESTCOAST

## LANDSCAPE & LAWNS

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

*Proposal #19*

*Clean up Clump of Palms Below*

*Woodmere Falls*

*Line Item 7650*

*Landscaping and Replacement*

LANDSCAPE ESTIMATE

July 18, 2022

Venetia

Corso Venetia Blvd Venice FL 34293

*Proposal #19*

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

This Landscape Construction Agreement ("Agreement" or "Contract"), by and between written, by and between \_\_\_\_\_, (hereinafter referred to as the "Association/Owner")  
\_\_\_\_\_ **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 : **\$2,500.00**  
**TWO THOUSAND FIVE 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.

## 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),



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## 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

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## 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: Trim palms and cutback Brazilian Peppers from clump behind Woodmere falls

Clean up / Remove debris

Irrigation NOT included in this estimate

Accepted and Agreed:

Contractor:

**TIM GREINER**

Westcoast Representative (print)

Signature

DATE

7/18/22

Association/Owner:

Association/Owner (print)

Signature

DATE

*Jackie Cleary*  
*Landscaping Chairman*

Jackie Cleary



ARBORx Tree Services

PO Box 21775

Sarasota, FL 34276

*Palm Tree Trimming  
Line Item 7655*

# Proposal

Date	P#-WO#
7/8/2022	6500 P

<b>Billing Address</b>
Venetia Community Association, Inc c/o Sunstate Management Group P.O. Box 18809 Sarasota, Florida 34276

<b>Job Location</b>		
Venetia Community Association, Inc 4426 Via del Villetti Dr Venice, FL 34293		
<b>Rep</b>	<b>Contact Name</b>	<b>Contact Phone</b>
J	Jackie Cleary	

Qty	Description	Each	Total
	Scope Of Work: Trim Palm trees throughout community. Common Palms will be trimmed at 9 and 3 clockface cut, removing seeds and pods. Sterilization is optional on Common Palms and required (included) on Specimen Palms.  Special Instructions: Tall Washingtonia Palms in berm and Medjool Palms at Woodmere Park Blvd entrance will need to be climbed.  Note: Proposal has been created from customer counts and billing will be based on actual counts trimmed during project. Customer agrees to allow ARBORx to exceed estimated counts on invoice and to pay for services provided.  Customer Service: Project to be scheduled for completion prior to August 12th.  Location: Woodmere Park Blvd Entrance		
6	Palm Trim: Canary Island Date Palms (STERILIZATION REQUIRED)	85.00	510.00
10	Medjool Palm Trim: Medjool Palms on top of hill (DRAGGING REQUIRED)	95.00	950.00
3	Palm Trim: Queen Palms in center island at gate	25.00	75.00
	Location: Natale Drive		
12	Palm Trim: Queen Palms	25.00	300.00
7	Palm Trim: Sabal Palms	25.00	175.00
	Location: Around Clubhouse and Pool		
24	Palm Trim: Reclinata Heads	35.00	840.00
2	Palm Trim: Canary Island Date Palms (STERILIZATION REQUIRED)	85.00	170.00
19	Royal Palms around pool (STERILIZATION REQUIRED)	125.00	2,375.00
	Location: Along Jacaranda Blvd on top of Berms at near entrance		
13	Palm Trim: Tall Washingtonia Palms	65.00	845.00
11	Palm Trim: Canary Island Date Palms (STERILIZATION REQUIRED)	85.00	935.00
	Location: Corso Venetia Blvd		

PROPOSAL IS GOOD FOR 30 DAYS. - PLEASE SIGN AND RETURN			<b>Total</b>
Phone #	Fax #	E-mail	Web Site
941-926-1177	941-926-1121	info@arbortree.com	www.arbortree.com



ARBORx Tree Services

PO Box 21775  
Sarasota, FL 34276*Proposal - #20*  
*Line Item 7655***Proposal**

Date	P#-WO#
7/8/2022	6500 P

<b>Billing Address</b>
Venetia Community Association, Inc c/o Sunstate Management Group P.O. Box 18809 Sarasota, Florida 34276

<b>Job Location</b>		
Venetia Community Association, Inc 4426 Via del Villetti Dr Venice, FL 34293		
<b>Rep</b>	<b>Contact Name</b>	<b>Contact Phone</b>
J	Jackie Cleary	

Qty	Description	Each	Total
22	Palm Trim: Tall Washingtonia Palms (BUCKET ACCESS)	40.00	880.00
	Location: Butterfly Park		
8	Palm Trim: Sabal Palms	25.00	200.00
	Location: Intersection of Corso Venetia and Natale		
8	Palm Trim: Sabal Palms	25.00	200.00
8	Palm Trim: Tall Washingtonia Palms (BUCKET)	40.00	320.00
24	Palm Trim: Reclinata Heads	35.00	840.00
	Location: Behind Nizza Ct		
12	Palm Trim: Sabal Palms	25.00	300.00
168	Sterilization of saw blades between each palm tree trim is strongly recommended by the I.S.A to prevent the spread of disease.  Count to be determined at completion of job and billed accordingly.  ARBORx Tree Services is very careful not to do any damage, but is not responsible for the following: underground utilities, landscaping, lawns, sprinkler systems, sidewalks, driveways, roads, screens, pool cages, & fences. By signing this Proposal you agree to the terms provided.  X _____  Date: _____  Please provide P.O.# _____	5.00	840.00

PROPOSAL IS GOOD FOR 30 DAYS. - PLEASE SIGN AND RETURN			<b>Total</b>	\$10,755.00
Phone #	Fax #	E-mail	Web Site	
941-926-1177	941-926-1121	info@arbortree.com	www.arbortree.com	



# WESTCOAST

## LANDSCAPE & LAWNS

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

LANDSCAPE ESTIMATE

*Proposal #21*

*Revitalization outside of*

*Jacaranda Gate*

*Line Item #7650*

July 21, 2022

Venetia

Corso Venetia Blvd Venice FL 34293

*Proposal #21*

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

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 : \$2,940.00  
**TWO THOUSAND NINE HUNDRED FORTY 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

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## 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: At Jacaranda gate - remove section of dead hedges and weeds on exit side before gate (pictured ) and install (12) 3 gallon Star Jasmine in the space

-Remove dead grasses at VCA signage and replace with (2) 3 gallon Star Jasmine (pictured)

-Remove dead/old hedges , palm volunteers and weedy growth from hedge line beside sidewalk outside gate along Jacaranda (pictured ) rake and grade area of removed hedges

Clean up / Remove debris

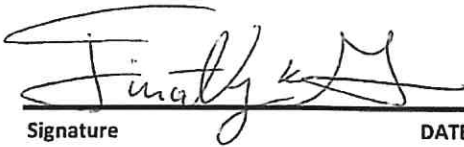
Irrigation NOT included in this estimate

Accepted and Agreed:

Contractor:

**TIM GREINER**

Westcoast Representative (print)

  
Signature DATE 7/21/22

Association/Owner:

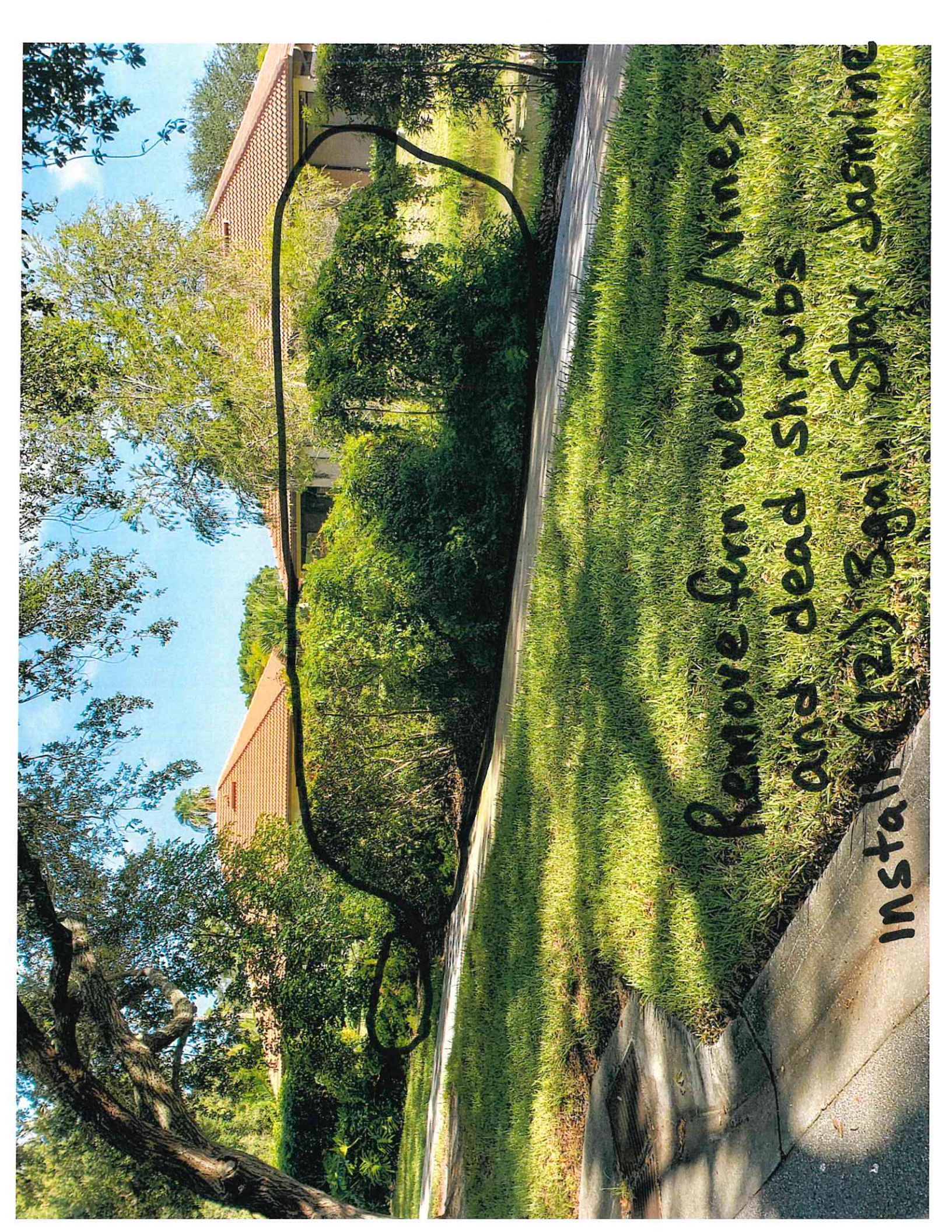
Association/Owner (print)

Signature DATE

*Jackie Cleary*  
*Landscaping Chair*

Jackie Cleary





Remove fern weeds/vines  
and dead shrubs  
install (12) 3gal Star Jasmine



JULY 9 STEPPIN' OUT  
5:30 941-492-4119  
JULY 20 LADIES OUT TO  
LUNCH 315-335-8819-11:30  
JULY 29 MIX & MINGLE 5PM  
JULY 25 VCA 9AM

Remove grasses at sign  
○ Replace with (2) Star Jasmine 3gal





Flush cut Brazilian Pepper in hedge



remove hedges

Legend

Feature 1

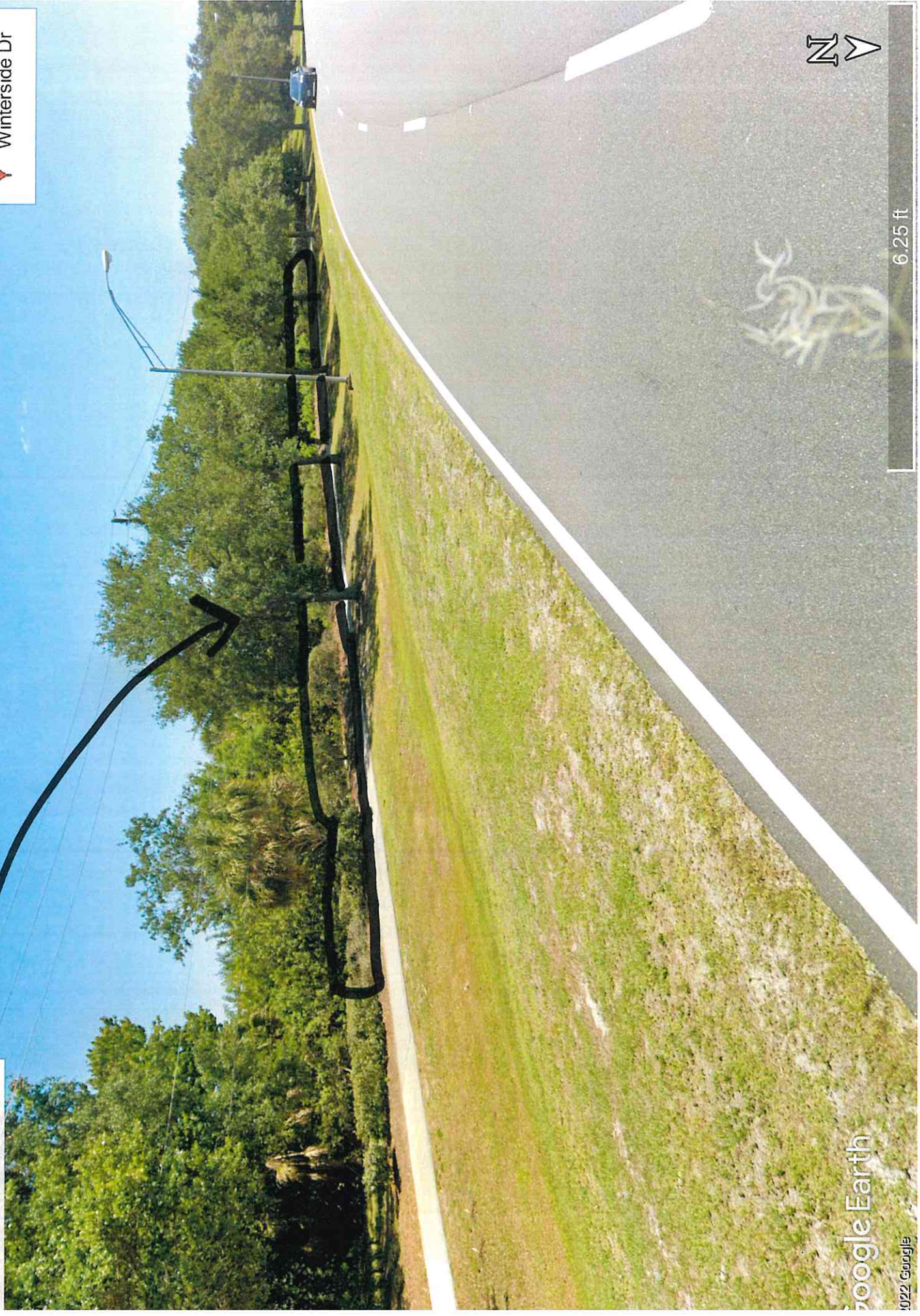
Winterside Dr



6.25 ft

Google Earth

© 2022 Google







hedges

Remove

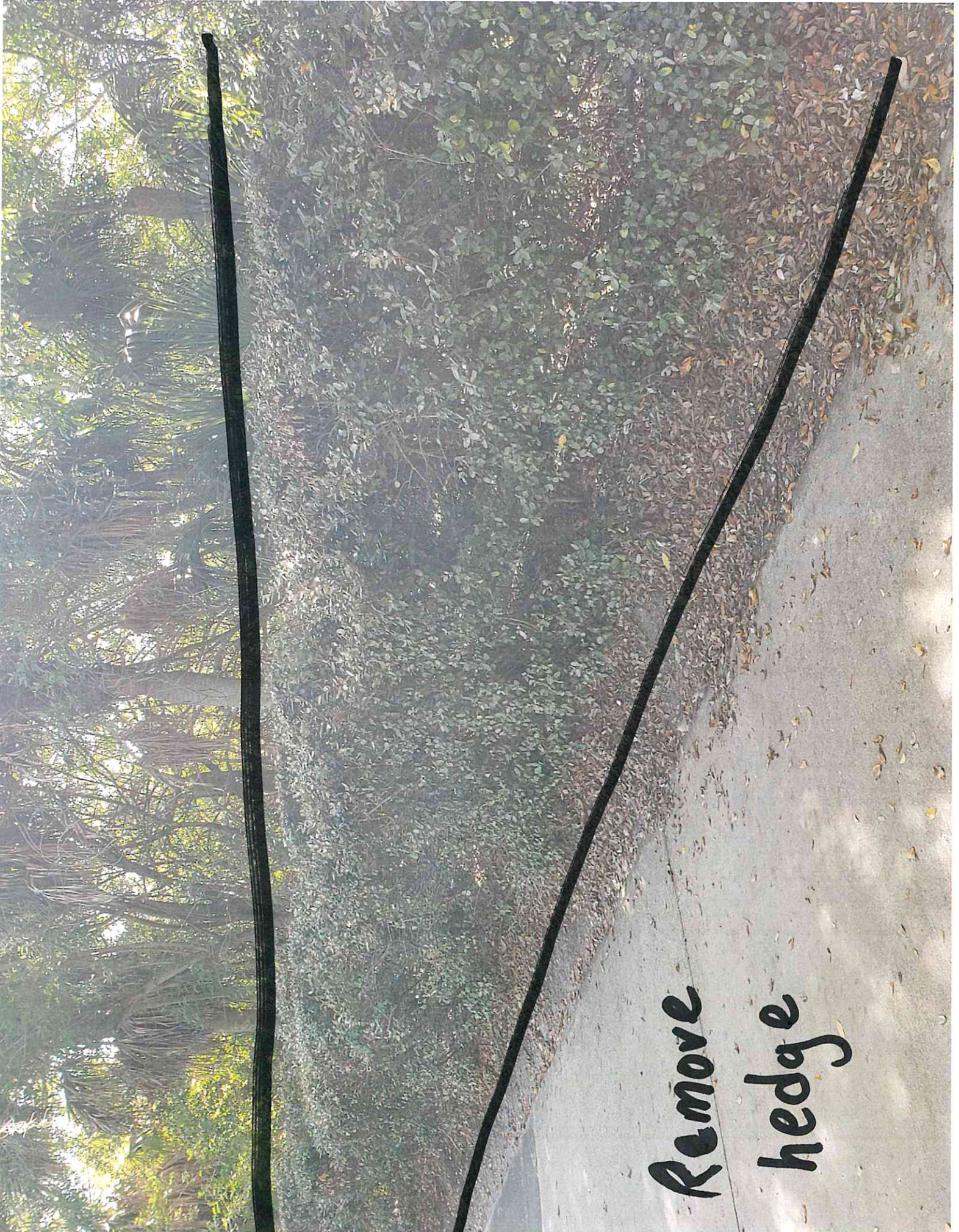




Remove hedges  
and palm volunteers / weeds

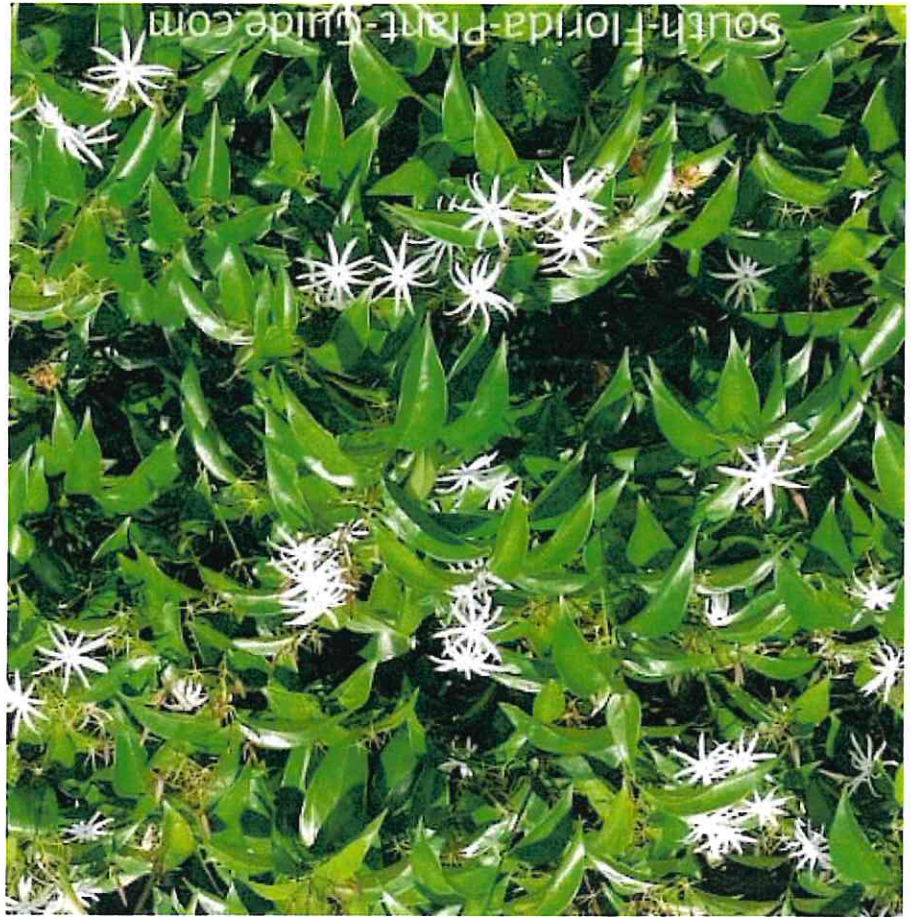


Remove  
hedge





# Star Jasmine



Accepted and Agreed:

Contractor:

TIM GREINER

Westcoast Representative (print)

Signature

DATE

*Timothy e/m*  
7/21/22

Association/Owner:

Association/Owner (print)

Signature

DATE

### **PRESERVE COMMITTEE UPDATE – 7/20/22**

The following details the Committee's mission, committee openings, transition plans, and tentative policy/procedures to date. The Committee is awaiting the final quote from Britt Surveying to determine the Operational Budget items and timing to conduct the survey which is the #1 Priority prior to any cuts or treatments within the Preserve in the future.

The Committee will meet each week during July to finalize budgets and committee policies and procedures. We have reviewed landscape vertical quotes from multiple vendors. We are awaiting the final survey quote due July 20.

Below is the committee's mission statement along with a tentative operational plan. Please note we've had one resignation from our committee as noted below.

### **MISSION**

The Preserve Committee is charged with establishing the primary maintenance program and related operational policies and procedures for Venetia Community's interior preserve property (excluding ponds and sumps, wildlife, and security) adjacent to property owners and common property throughout the Venetia Community. This committee works in tandem with other Grounds Committees in an attempt to make the best fiscal use of financial resources

### **COMMITTEE MEMBERS**

Jan Weis – Chair

Linda Braun

Phill Dennington

Russell Henze

Michael Jalbert - Advisor

Bill Lewis

***NOTE: One resignation from committee – George Ware. No replacement named as this time.***

### **TRANSITION PROCESS**

2022 – Planning and establishment of initial Budgets for Operating (based on survey quote) ), and Maintenance (based on quotes from Landscape vendors), Policies and Procedures. Number One priority is securing a community-wide Preserve Survey to establish parameters as approved by Sarasota County Environmental Protection Division (EPD) which will be communicated to all property-owners, landscape vendors, and other Grounds Committees. Timing of Survey yet to be determined.



2023 - FIRST VERTICAL CUT (VC) - Based on budget and requotes and input from selected Landscape vendor(s), establish first Preserve Vertical Cut for VCA. Record invasive plants and possible treatment. Submit input for 2024 budget. Archive data of First VC to track regrowth for 2024 VC.

2024 – SECOND VERTICAL CUT (VC) – Standard procedure will continue to be as established in 2023 including establishing upcoming year budget, archiving data and consulting back to 2023 data.

2025 – forward – Each year, obtain updated quotes, select vendor, and establish cut and treatments for current year as well as input for following year's budget with vendors.

#### **TENTATIVE COMMITTEE POLICY DECISIONS TO DATE**

1. No action may take place within the Preserve parameter without approval of the Preserve Committee via email (TBD) by property owner.
2. Property Owners who feel they have a preserve issue that needs immediate attention that is considered a hazard to their property must contact the Preserve Chair via email (TBD) who in turn will share with the committee. Committee will consult resources to review and determine if action is warranted.
3. Property Owners who act on their own outside of the Preserve expectations in #2 above may be cited as a violation of the Preserve Committee guidelines as well as risking potential violation and associated costs as imposed to them by Sarasota EPD.
4. New Property Owners adjacent to a Preserve area will receive documentation of Preserve Committee protocol and expectations. All new Property Owners will receive Preserve Guidelines as outlined by Sarasota EPD.

SUBMITTED:

Jan Weis

7/19/22

# Road Committee Report 7/25/22

The Road Repaving Project has been completed. The association has been invoiced for the work and the final cost has been less than expected.

There has been some areas next to the condo garages where a small amount of raveling has taken place. The committee does not feel that it is serious, but we will keep watching it.

The area near Butter Fly Park that does not drain properly has not been fixed. In talking to both Ajax and DMK the solution is to rebuild and raise the elevation of the gutter in the area and then repave the section next to the rebuilt gutter.

Ajax will not do the concrete work and suggested that we contact someone like Will Howell to do it. I have contacted Will Howell three times in the past month to look at the area and give us a quotation. He promised me on Tuesday 19 July that he would go to the job site that afternoon and take measurements. I do not know if he made it there on that day.

Ajax does not want to take the responsibility or the cost of the complete rebuild. The committee feels that the least expensive way to go is to have Will Howell do the concrete work and then have Ajax do the blacktop work. If we bring DMK back into the project it could become very costly.

Hopefully we will have some answers by the next Board Meeting.

Road Committee Chairman  
George Sperry



## VCA Treasurer Report

June 30, 2022

Total Liabilities and Equity:	\$1,167,946.72
Total Reserves Balance:	\$344,368.72
Total Expenses:	\$80,764.62
Under Budget	\$20,054.87
YTD Over Budget	\$10,336.81
Administrative Expenses:	\$7,500.75
Under Budget	\$1,933.00
YTD Under Budget	\$5,611.12
Grounds Expenses:	\$16,473.43
Under Budget	\$10,351.57
YTD Over Budget	\$22,168.43
Maintenance Expenses:	\$1,486.96
Under Budget	\$6,113.04
YTD Over Budget	\$4,962.23
Pool & Recreation Expenses:	\$2,238.64
Under Budget	\$1,244.70
YTD Under Budget	\$3,643.10
Utilities Expenses:	\$52,682.19
Under Budget	\$391.88
YTD Over Budget	\$2,721.01

Accounts Receivables: \$546.07

As of 6/30/22 the total is \$546.07. 0 homeowners have not paid full 1<sup>st</sup> quarter fees.

As of 6/30/22 there were 3 homeowners that had not paid the 1<sup>st</sup> quarter fees in full or have a balance due.

As of 6/30/22 0 homeowners have been turned over to our attorney.

# Welcome Committee Report

I really do not have anything to report. New residents come and Donna DeLuca activates their fobs and I deliver Welcome bags. Not much else, so I'm not sending a "formal" report.

Thanks,

Mary Hrisoulis

Chair of the Welcome Committee