

# Venetia Community Association, Inc.

*A Corporation Not-for-Profit*  
c/o Sunstate Management Group, Inc.  
Phone—941-870-4920

## Minutes of the Board of Directors Meeting July 28, 2025 at 9:00 a.m.

**Call to Order**—The Meeting was called to order at 9:00 am by President Norman Lockhart.

**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 Norman Lockhart, Vice President Dick Mole, Treasurer Jennifer Smouse, Directors Rob Luysterborghs and Ken Boivin. Also present in person was Brian Rivenbark from Sunstate Management Group.

Secretary Pete Easton & Director Mary Zahr were not present.

**Minutes –MOTION** made by Ken Boivin and seconded by Dick Mole to approve the minutes of the June 30, 2025 meeting with corrections. **Motion passed unanimously.**

**Presidents Report:** Norm Lockhart reported. There has been a solicitor in the community that resides in Venetia. There is an invasive catfish that will need to be eradicated in the ponds. The Budget process is underway.

**Treasurers Report** – As attached to these corporate records, Jennifer Smouse reported on the 06/30/25 financials.

A **MOTION** was made by Norm Lockhart and seconded by Dick Mole to approve the treasurer's report for June 30 2025. **Motion passed unanimously.**

**Vice presidents Report:** No Report

### Committee Reports—

- **Communications Committee** – No report
- **Finance Committee** – Dick Mole reported. The budget process has begun.
- **Infrastructure Committee** – Alex Sarelas reported.
- **Welcome Committee** – Cindy Beckley reported. 4 properties have closed and there were 4 gift bags delivered.
- **Amenities** –Donna Deluca reported.
- **Sarasota County Liaison Committee** – No Report
- **Environmental** – Rob Lynn reported.

A **MOTION** was made by Ken Boivin and seconded by Dick Mole to approve the sump 14 weir clean out proposal from Solitude in the amount of \$1,854.00 to be expensed from line item 7820. **Motion passed unanimously**

- **Landscape** – Dave Lanni reported.

A **MOTION** was made by Norm Lockhart and seconded by Ken Boivin the clubhouse landscape proposal from Twin Palms in the amount of \$19,190 to be expensed from line item 7650 . **Motion passed unanimously**

- **Preserve Committee:** Jan Weis reported. The preserve cuts are three quarter completed.  
A **MOTION** was made by Rob Luysterborghs and seconded by Norm Lockhart to approve the \$13,923 for the Solitude proposal for the removal of plantings in violation locations subject to the payments from the homeowners to be expensed from line item 7900 . **Motion passed unanimously.**  
A **MOTION** was made by Norm Lockhart and seconded by Jennifer Smouse to approve the \$17,970 for the Solitude proposal for the treating sod and replanting in violation locations subject to the payments from the homeowners to be expensed from line item 7900. **Motion passed unanimously.**  
A **MOTION** was made by Ken Boivin and seconded by Norm Lockhart to approve the \$3,362.00 for the Solitude proposal for the removal of two trees with permit to be expensed from line item 7900. **Motion passed unanimously.**
- **Tree and Gutter Committee** – Jerry Klinginsmith reported.  
A **MOTION** was made by Norm Lockhart and seconded by Dick Mole to approve the proposal from Artistree for the removal of oak trees in the amount of \$3,090 to be expensed from line item 7651. **Motion passed unanimously**  
A **MOTION** was made by Norm Lockhart and seconded by Dick Mole to approve the proposal from Artistree for the annual oak tree trimming in the amount of \$9,345. \$3770.41 to be expensed from 7652 and \$5,574.59 to be expensed from line item 7653. **Motion passed unanimously**
- **Security Patrol:** No Report
- **Social Committee:** No Report
- **Documents Committee:** No Report

**MOTION** made by Norm Lockhart and seconded by Ken Boivin to accept all committee reports as presented. **Motion passed unanimously.**

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

- **VNA1** – Norm Hotz reported. There is no stop sign at Sintina and it needs to be replaced.
- **Villa Paradiso** – Jan Weis reported. The budget is in process and there is one villa for sale.
- **Villa Vivaci** –Madeline Salerno Reported. Painting the villas, refurbishing the pool furniture.
- **CDA** – No report. No Report.

**Management Report** – Brian Rivenbark reported. Concrete vendor has started the sidewalk replacement from the irrigation repairs, Royal pools is working well. .

**New Business** – None

#### **Unfinished Business** –

**Policy on Hume Gutter Drainage to Ponds:** Norm Lockhart reported. The draft of the policy is almost complete. It will need to be reviewed by the Attorney before it goes to the homeowners.

**Discussion on Formation of Compliance Committee:** Norm Lockhart reported. The Compliance Committee is still being discussed.

A **MOTION** was made by Dick Mole and seconded by Norm Lockhart to form a compliance Committee for VCA. **Motion passed unanimously**

**Owners Comments** – Homeowner comments were taken from the floor.

**Next meeting** – August 25 , 2025 at 9:00 am

Meeting was adjourned at 11:30am.

Respectfully submitted by,  
Brian Rivenbark /LCAM,  
for The Venetia Community Association Board of Directors

## **July 28, 2025 President's Report**

- Tracking the dead fish issue in the Villa Vivaci pond. Looking for resolution. Thinking the oxygen levels maybe low and need to reestablish the waterfall.
- Also tracking the catfish burrow issue destroying the banks of the villa Vivaci pond as well as checking all ponds. Looking to have Liz from Solitude to provide options to exterminate or displace these invasive fish.
- Budget season is upon us and we are getting budgets submitted by all committees. Gotta focus on big repair items due to the life cycle of our community. About every 20+ years there is a need for replacement or repair of major components that make our community run smoothly.
- There are a lot of community members way behind in paying dues and other fees. Just a reminder: Special assessment of \$395 is due by the 15<sup>th</sup> of August.
- Hotwire has officially changed to operations. New contacts are posted.

Norm Lockhart, VCA President

Venetia Community Association, Inc.

Treasurer's Report

Prepared for July 28, 2025

Board of Directors Meeting

June 2025 YTD Revenues are \$1,060,101 which is \$261,124 higher than budget. \$253,985 of this variance is related to the recent Special Assessment for restoration of shoreline on Pond 8. Late and interest fees on overdue quarterly assessments are \$3,326 higher than budget due to more owners not paying their assessments on time.

June 2025 YTD Admin expense is \$70,953 which is \$5,227 lower than budget. Insurance expense is \$4,047 less than budget due to favorable 2025 policy renewal rates. The cost of annual reserve study was \$540 which is \$1,260 less than budget.

June 2025 YTD Grounds expense is \$291,960 which is \$27,820 more than budget. The 50% deposit payment on the Special Assessment Pond 8 shoreline restoration resulted in a \$122,044 overage against Wetlands/ Littoral Shelves expense. Preserve Trimming is \$32,500 less than budget but recently completed preserve trimming of preserve area throughout Venetia by Twin Palm will eliminate this variance. Tree Removal and Replacement is \$2,350 which is \$42,250 less than budget. Landscape Replacement is \$13,975 which is \$15,775 less than budget but upcoming projects are expected to reduce that variance.

June 2025 YTD Maintenance expense is \$36,442 which is \$10,717 higher than budget. Sidewalk repairs expense is currently \$11,348 higher than YTD budget as yearly sidewalk removal and grinding invoice was recently paid.

June 2025 YTD Pool & Recreation expense is \$24,332 which is \$3,677 less than budget. Clubhouse Maintenance repairs accounts for \$3,645 of this favorable budget variance.

June 2025 YTD Utilities expense is \$339,639 which is \$8,780 less than budget. Electric expense is lower than budget by \$3,650. The remaining \$5,000 is the variance during May for the conversion from Comcast to Hotwire.

June 2025 YTD Other expense is \$81,463 which is \$358 more than budget.

June 2025 YTD Total Expenses are \$844,789 which is \$21,311 more than budget.

June 2025 YTD Net Income is \$215,312. When the 2nd half of the Special Assessment invoice is paid after Pond 8 shoreline project is complete, YTD net income will be reduced to \$80,269.

Total Assets as of June 30, 2025 are \$1,444,461. Within the Assets category, Operating Cash/ CDs are \$695,486 and Reserve Cash and CDs are \$438,044.

Other Assets as of June 30, 2025 are \$310,931. Prepaid Insurance is \$52,447 and Prepaid Expense is \$6,076. Accounts Receivable at 6/30/25 is \$252,953. An updated Accounts Receivable as of 7/21/25 shows unpaid balance of \$50,164 which is 9 owners with unpaid balances over 90 days and 71 owners with unpaid assessments and late fees and interest less than 90 days old. The unpaid SA balance that is not yet due until August 15 is \$147,527.

Current Liabilities as of June 30, 2025 are \$448,066. Within this category, Deferred Cable is \$253,743 and Prepaid Assessments are \$150,276.

Total Reserves/ Long Term Liabilities as of June 30, 2025 are \$438,044.

Total Equity as of June 30, 2025 is \$558,351 which equates to \$ 868 for each of 643 owners.

Special Assessment invoice for Restoration of Shoreline in Pond 8 in amount of \$395 was sent out at beginning of July to all Venetia owners. The invoice has firm due date of August 15, 2025. Late fees and interest will be added to owner's account if payment in full is not received by August 15.

This completes my Treasurer's report for the July 28, 2025 VCA Board meeting.

Respectfully Submitted,

Jennifer Smouse  
VCA Board/ Treasurer

**VCA FINANCE COMMITTEE  
JULY 2025 REPORT**

To: VCA President and Board of Directors  
Subj: Finance Committee July Report  
Date: July 22, 2025  
From: Roger DeNiscia, Chair

During the July monthly meeting, The Finance Committee reviewed the latest version of the 2026 VCA Reserve study performed by Staebler and Company. As reported by Staebler, VCA is currently underfunded against their recommended annual reserve amounts. However, the reserve study does include large groups of reserve items for which some are handled by VCA as maintenance expense rather than reserve accounts.

As part of the 2026 Budget process, the annual VCA Reserve study will be used as a tool to make adjustments to current VCA reserve account balances as needed.

Venetia Community Association, Inc.  
Welcome Committee Report for July 28, 2025 Board of Directors Meeting

There have been two property closings since the last Board meeting. The Welcome Committee has delivered two Welcome Bags.

There are currently 21 properties for sale in Venetia, as of July 23<sup>rd</sup>, that are listed on the Realtor.com website. Of those 21, three of those properties are villas, five are condos, and the remaining 13 are single-family homes. And of those 21 properties listed for sale, there are currently seven pending closings.

Cindy Beckley  
Chairwoman, VCA Welcome Committee

Amenities Committee Report for VCA Board of Directors Meeting  
07/23/25

**POOL**

Pool maintenance agreement with Royal Pools, local vendor. Still getting acclimated to needs of all three pools to be serviced at Venetia.

10 pieces of pool furniture are out for restrapping. We should have pieces back by Week of 7/28/25.

**CLUBHOUSE**

Clubhouse Trash pick-up from FCC determined to be weds.

Clubhouse private event on Saturday 8/2

Clubhouse event – ice cream social 8/3

Clubhouse private event Saturday 8/9

Clubhouse private event Saturday 8/30

**COURTS**

Paperwork with prices for re-surfacing will be provided to Jim Irr and Dick Mole for Follow-up. Contractors should be called to determine firm quote and availability if project is approved.

NOTE: In person Amenities committee meetings have been paused starting June and will resume in October.

Donna DeLuca

Submitted 07/24/25

# **ENVIRONMENTAL COMMITTEE REPORT**

## **JULY 28, 2025**

- **Maintenance performed by Solitude during their visits:**
  - **Shoreline weed control**
  - **Lily pads sprayed in Ponds 1 and 2**
  - **Littoral shelves treated Ponds 6 and 10**
  - **Weed control**
  - **Dye application where needed**
- **Committee received the following concerns from residents:**
  - **Resident adjacent to Sump 24 on Corso Venetia regarding spraying invasive weeds, Solitude has been contacted and will address**
  - **Resident adjacent to Sump 14 on Sintina Court regarding overgrowth in sump area and dead tree limbs that could block the outflow of water from sump to preserve. Rob Lynn and Liz Roque from Solitude responded and clean up needs to be done. Solitude has provided a proposal to do work at a cost of \$1,845. *Committee requests Board approval for the work to be done to Sump 14 as outlined in Agreement.***
  - **While Liz Roque was at Venetia, we looked at several ponds to discuss some concerns:**
    - **Pond 8 and Pond 10 littoral shelves – it appears that the shelf area furthest from the shoreline is not having weed control applied. We think that is because the person doing the treatment is spraying weed control from his vehicle which will not reach out far enough for entire littoral shelf coverage. He will be advised to bring a small boat to go into all the Ponds that have larger shelves to be able to treat the areas furthest from shoreline. We think this is a training issue and Solitude will address.**
    - **We looked at Pond 10, the north side of pond (Via Del Villetti) to investigate wash out areas on the banks for possible installation of drainage boxes like what will be installed at Pond 8. We found approximately seven areas**

**that we felt would benefit from drainage box installation that residents could tie their roof runoff into to prevent further damage. We also looked at Pond 5 and found several areas that would benefit from drainage box installations. Solitude will prepare a proposal for this project soon for consideration.**

- **While we were looking at Ponds 5 and 10 we discovered several soft spots on the shoreline that we believe are attributable to *Plecostomus* catfish invasion in many of our water areas. We saw several catfish in both ponds, and I have seen them in other Venetia ponds, namely Ponds 8 and 9. *Solitude has been invited to give the Board and the Community a discussion on the *Plecostomus* catfish problem and how we may consider trying to control/eradicate them during the August VCA Board meeting.***

- **Pond 8 shoreline restoration updates:**
  - **Work begins Monday, July 28<sup>th</sup>.**
  - **Underground cable lines have been marked.**
  - **Residents around pond 8 have been notified of start date and scope of project**
  - **Staging area for project will be outside of Woodmere gate**
  - **E-Blast will go out to all Venetia residents to alert them what is going on.**

**Respectfully submitted,**

**Mary Lou Holler  
Co-Chair Environmental Committee**

**Rob Lynn  
Co-Chair Environmental Committee**

## **SERVICES AGREEMENT**

PROPERTY NAME: **Venetia Community Association**

CUSTOMER NAME: Venetia Community Association

SERVICE DESCRIPTION: Phase 2 Restoration project, Treatment of sod, and Planting

EFFECTIVE DATE: **July 15, 2025**

SUBMITTED TO: Janis Weis, janisweis@msn.com

SUBMITTED BY: Liz Rocque, Business Development Consultant

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.

2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").

3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.

4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

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

12. **RIGHT TO SUBCONTRACT.** The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

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

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

15. **E-VERIFY.** SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

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

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

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

**Venetia Community Association**

Services Agreement

Page 5 of 8



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

**Venetia Community Association**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

***Please Remit All Payments to:***

***SOLitude Lake Management, LLC  
1320 Brookwood Drive Suite H  
Little Rock AR 72202***

***Customer's Address for Notice Purposes:***

\_\_\_\_\_

***Please Mail All Notices and Agreements to:***

***SOLitude Lake Management, LLC  
1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451***



### **SCHEDULE A – SCOPE OF SERVICES**

#### **Specifications:**

1. 4948 Bella Terra Dr.- Treat strip of turf grass (approximately 10' wide x 70' long) encroaching into the wetland area. Install 20 (3-gal.) Fakahatchee grasses and 20 (3-gal.) Wax Myrtles on approximately 2' and 5' centers, respectively.
2. 4971 Bella Terra Dr.- Treat strip of turf grass (approximately 2-7' wide x 70' long) encroaching into the wetland area. Install 20 (3-gal.) Fakahatchee grasses and 15 (3-gal.) Wax Myrtles on approximately 2' and 5' centers, respectively.
3. 5030 Bella Terra Dr.- Treat strip of turf grass (approximately 10-25' wide x 70' long) encroaching into the wetland area. Part of the area behind the home holds water; the wet area will not be treated. Wetland species will be scattered in this area to include 125 (1-gal.) Blechnum Fern (Swamp Fern), The more upland area will receive 1 (7-gal.) Cabbage Palm, 20 (3-gal.) Fakahatchee grasses, and 25 (3-gal.) Wax Myrtles will be planted in the area on approximately 2' and 5' centers, respectively.
4. 5034 Bella Terra Dr.- Treat strip of turf grass (approximately 25' wide x 70' long) encroaching into the wetland area. Part of the area behind the home holds water, which will not be treated. Wetland species will be scattered in this area to include 125 (1-gal.) Blechnum Fern (Swamp Fern), The more upland area will receive 1 (7-gal. or greater) Cabbage Palm, 20 (3-gal.) Fakahatchee grasses, and 30 (3-gal.) Wax Myrtles will be planted in the area on approximately 2' and 5' centers, respectively.
5. 4378 Via Del Villetti Dr.- Treat strip of turf grass in two sections (approximately 5' wide x 20' long) encroaching into the wetland area. The fruit tree will be allowed to remain. Install 20 (3-gal.) Fakahatchee grasses and 2 (4-ft tall) Cabbage Palms on approximately 2' centers. The 2 cabbage palms will be divided into the 2 sections.
6. 4382 Via Del Villetti Dr.- Treat strip of turf grass (approximately 5- 10' wide x 60' long) encroaching into the wetland area. Install 20 (3-gal.) Fakahatchee grasses and 15 (7-gal.) Saw Palmetto will be planted in the area on approximately 2' and 5' centers, respectively.
7. 4386 Via Del Villetti Dr.- Treat strip of turf grass (approximately 5' wide x 60' long) encroaching into the wetland area. Install 20 (3-gal.) Fakahatchee grasses on approximately 2' centers.
8. 4390 Via Del Villetti Dr.- Treat strip of turf grass (approximately 5' wide x 65' long) encroaching into the wetland area. Install 20 (3-gal.) Fakahatchee grasses on approximately 2' centers.
9. 4394 Via Del Villetti Dr.- Treat strip of turf grass (approximately 5' wide x 55' long) encroaching into the wetland area. Bench, edging, and Aloe plants will need to be removed. Install 15 (3-gal.) Wild Coffee and 30 (3-gal.) Giant Sword Fern on approximately 2-3' centers.
10. 4402 Via Del Villetti Dr.- Treat strip of turf grass (approximately 7' wide x 55' long) encroaching into the wetland area. Install 20 (3-gal.) Fakahatchee grasses and 5 (3-gal.) Wax Myrtles on approximately 2' and 5' centers, respectively.
11. 4430 Via Del Villetti Dr.- Install 50 (3-gal.) Fakahatchee grasses and 15 (3-gal.) Wax Myrtles on approximately 2' and 5' centers, respectively.
12. 4434 Via Del Villetti Dr.- Treat strip of turf grass (approximately 10-15' wide x 75' long) encroaching into the wetland area. Install 50 (3-gal.) Fakahatchee grasses and 30 (3-gal.) Wax Myrtles on approximately 2' and 5' centers, respectively.



13. 4281 Corso Venetia Blvd.- Treat strip of turf grass (approximately 5-7' wide x 65' long) encroaching into the wetland area. Install 20 (3-gal.) Fakahatchee grasses and 5 (3-gal.) Wax Myrtles on approximately 2' and 5' centers, respectively.
14. 4301-4315 Nizza Ct.- Treat turf grass (approximately 5-7' wide x 125' long) encroaching into the wetland area. Install 40 (3-gal) Fakahatchee grasses on approximately 2' centers.

**Please note: All plant installations must be watered a minimum of 3 times a week (with supplemental rain), for a month to become established.**

General Qualifications:

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



**SCHEDULE B – PRICING SCHEDULE**

Total Price: **\$17,970.00** Price is valid for 60 days from the Effective Date

**Due upon execution of this Agreement: 50% of the Total Price**

**Due upon completion of the services: remaining 50% of the Total Price**

**SERVICES AGREEMENT**

PROPERTY NAME: **Venetia Community Association**  
CUSTOMER NAME: **Venetia Community Association**  
SERVICE DESCRIPTION: Sump 14- Weir clean out  
EFFECTIVE DATE: July 22, 2025  
SUBMITTED TO: Rob Lynn, rlynn@newarkemergencycenter.org  
SUBMITTED BY: Liz Rocque, Business Development Consultant

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse Customer for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses").
5. **TERM AND EXPIRATION.** This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.
6. **TERMINATION.** In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.



7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

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



12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.
13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.
17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.
18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.
19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt



requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

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

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

23. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Venetia Community Association**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***Please Remit All Payments to:***

***SOLitude Lake Management, LLC  
1320 Brookwood Drive Suite H  
Little Rock AR 72202***

***Customer's Address for Notice Purposes:***

\_\_\_\_\_

***Please Mail All Notices and Agreements to:***

***SOLitude Lake Management, LLC  
1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451***



### **SCHEDULE A – SCOPE OF SERVICES**

#### **Specifications:**

1. Solitude will mobilize crew and material to the site.
2. Clean out around the weir behind sump #14. Cut back the wax myrtle and Brazilian pepper behind the Weir. Flush cut the treated vegetation and ensure there is a 10-foot path behind the weir for water to flow.
3. Haul the cuttings off-site for disposal.

#### **Assumptions:**

1. Company will have free and unimpeded access to the work locations.
2. All cut Brazilian Peppers stumps will be sprayed with an approved herbicide.
3. All removed vegetation and debris will be hauled to the landfill for disposal. Proposal includes dump fees.
4. Stumps and roots will remain to naturally decompose.

#### **General Qualifications:**

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



**SCHEDULE B – PRICING SCHEDULE**

Total Price: **\$1,845.00** Price is valid for 60 days from the Effective Date

Due upon execution of this Agreement: 50% of the Total Price

Due upon completion of the services: remaining 50% of the Total Price

## **SERVICES AGREEMENT**

PROPERTY NAME: **Venetia Community Association**

CUSTOMER NAME: Venetia Community Association

SERVICE DESCRIPTION: Phase 2 Restoration project- ornamental removals

EFFECTIVE DATE: **July 10, 2025**

SUBMITTED TO: Janis Weis, janisweis@msn.com

SUBMITTED BY: Liz Rocque, Business Development Consultant

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.

2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").

3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.

4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

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

12. **RIGHT TO SUBCONTRACT.** The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

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

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

15. **E-VERIFY.** SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

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

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

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

**Venetia Community Association**

Services Agreement

Page 5 of 7



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

**Venetia Community Association**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

***Please Remit All Payments to:***

***SOLitude Lake Management, LLC  
1320 Brookwood Drive Suite H  
Little Rock AR 72202***

***Customer's Address for Notice Purposes:***

\_\_\_\_\_

***Please Mail All Notices and Agreements to:***

***SOLitude Lake Management, LLC  
1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451***



### **SCHEDULE A – SCOPE OF SERVICES**

#### **Specifications:**

1. 4948 Bella Terra Dr.- Flush cut as close to ground level as possible the 3 groups of Areca Palm trees.
2. 4402 Via Del Villaette Dr.- Flush cut as close to ground level as possible all the ornamentals, that were planted in the wetland buffer.
3. 4430 Via Del Villaette Dr.- Flush cut as close to ground level as possible all the ornamentals, (Bamboo, Norfolk Pines, Banana, etc.) that were planted in the wetland buffer. Shell gravel will be raked and blown back up onto the homeowner's property.
4. 4434 Via Del Villaette Dr.- Flush cut as close to ground level as possible all the ornamentals, (Bougainvillea, Banana, Norfolk Pine, Chinese Fan Palm, Avocado, etc.) that were planted in the wetland buffer. Paver edging will be moved onto homeowner property.
5. All vegetation removed will be hauled to the landfill for disposal.

#### **Assumptions:**

1. Company will have free and unimpeded access to the work locations.

#### **General Qualifications:**

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



**SCHEDULE B – PRICING SCHEDULE**

Total Price: **\$13,923.00** Price is valid for 60 days from the Effective Date

**Due upon execution of this Agreement: 50% of the Total Price**

**Due upon completion of the services: remaining 50% of the Total Price**

## **SERVICES AGREEMENT**

PROPERTY NAME: **Venetia Community Association**

CUSTOMER NAME: Venetia Community Association

SERVICE DESCRIPTION: 4944 Bella Terra & 4263 Corso Venetia Tree Removal Proposal

EFFECTIVE DATE: **July 10, 2025**

SUBMITTED TO: Janis Weis, janisweis@msn.com

SUBMITTED BY: Liz Rocque, Business Development Consultant

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

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

12. **RIGHT TO SUBCONTRACT.** The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

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

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

15. **E-VERIFY.** SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

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

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

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

**Venetia Community Association**

Services Agreement

Page 5 of 7



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

**Venetia Community Association**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

**SOLitude Lake Management, LLC  
1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_

**Please Mail All Notices and Agreements to:**

**SOLitude Lake Management, LLC  
1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451**



**SCHEDULE A – SCOPE OF SERVICES**

Specifications:

1. 4944 Bella Terra: Cut dead Pine Tree to 10' per Sarasota County and remove the remaining biomass from the preserve buffer.
2. 4263 Corso Venetia Blvd: Apply for permit per Sarasota County requirement. Following approval, remove Red Maple & flush cut stump as close to grade level as possible from within the preserve buffer.
3. All debris will be hauled off to the landfill for disposal.

General Qualifications:

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



**SCHEDULE B – PRICING SCHEDULE**

Total Price: **\$3,362.00** Price is valid for 60 days from the Effective Date

**Due upon execution of this Agreement: 50% of the Total Price**

**Due upon completion of the services: remaining 50% of the Total Price**

## **Tree and Gutter Committee Report for 7/28/25 Update**

120 Tree Project: We received a final Tree Permit from Sarasota County to remove the remaining 120 Oak Trees along the boulevard in 2026 with the installation of Shady Lady trees in 2027, 2028 and 2029. They approved the permit after we submitted our 3 year phase plan. We received a waiver to continue to install Shady Lady trees and no more permit submissions through out the project's duration. Attached is the listing of trees to be removed.

We have 2 projects pending funding:

### **Oak Removal Project: total project cost \$2,840**

- Request approval of ArtisTree's proposal to remove the Oak tree for \$1,550. The funding of this project will come from the Tree Removal/Replacement account 7651.
- Request the approval of Twin Palm's proposal to install a replacement Shady Lady tree at 4249-4253 Corso Venetia Blvd for \$1,075 (Estimate 2432). Funding for this project will come from the Tree Removal/Replacement account 7651.
- Tree Permit - \$215.00. Requires VCA President's Notarized signature

Pending for this project:

- We are not sure at this time if we have to grind this stump.

### **Annual Tree Trimming Project: total cost \$9,345**

- Request approval of ArtisTree's proposal to do this Oak tree trimming for \$9,345. The funding of this project will come from:
  - \$3770.41 from Tree Maintenance/ Trimming account 7652. \$3770.41 currently in this account.
  - \$5574.59 from Berm Trimming account 7653. \$7,700 currently in this account.

Jerry Klinginsmith  
for the Tree and Gutter Committee

## 2025 Venetia Oak Trimming Project

as of 6/13/25

### Requirements:

1. Remove 1 tree at the Clubhouse.
2. Trim trees to the following standards:
  - Street: Trim tree limbs over road to 15 feet
  - Sidewalk: Trim tree limbs over sidewalk to 10-12 feet
  - Yard: Trim tree limbs over yard/driveway to 10-12 feet

There are 89 trees to trim:

- 82 – Street
- 30 – Sidewalk
- 6 - Yard/driveway

3. Remove all debris
4. Please trim trees in the order listed below.

POC for this project is Jerry Klinginsmith, 573 286-0113 or  
floatrboat@gmail.com

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### **Cancello Grande: 3 trees (1 street/ 2 yard)**

4552-Flag pool	Yard
4550-46	Yard
4535-41	Street

### **Jacaranda Gate: 2 trees (2 street)**

Exit to gate	
2 <sup>nd</sup> tree -	Street
Entrance from gate	
5 <sup>th</sup> tree -	Street

**Bella Terra Dr: 9 trees (9 street/ 3 sidewalk/ 1 yard)**

4928-32	Street
4967-71	Street
5018-20	Street
5045 1 tree in Butterfly Park	Street
5046-48	Street
	Sidewalk
	Yard
5050-52	Street
5039-37	Street
	Sidewalk
5037-35	Street
5035-33	Street
	Sidewalk

**Via Del Viletti: 16 trees (14 street/ 9 sidewalk/ 1 yard)**

4249-55	Sidewalk
4255-61	Street
	Sidewalk
	Yard
4274-78	Street
	Sidewalk
4310-14	Sidewalk
4307-15	Street
	Sidewalk
4315-21	Street
	Sidewalk
4325-31	Street
	Sidewalk
4378-82	Street
	Sidewalk
4379-83	Street
	Sidewalk
4403-07	Street

**Borgehsey Ct: 1 tree (1 street)**

51. 4605-03	Street
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**Via Del Viletti**

4423-27	Street
4426-30	Street
4439-43	Street
4459-63	Street
4475-79	Street
4480-90	Street

**Tree Island on Via Del Viletti : 8 trees (8 street)**

NORTH SIDE: all Street trimming

4467 – 1 tree

4463 – 2 trees

4459 – 1 trees

4455 – 2 trees

4453 – 1 tree

SOUTH SIDE: all Street trimming

4468 – 1 tree

**Sintina Ct: 5 trees (5 street/2 sidewalk)**

4417 – Natale	Street
	Sidewalk
4411-Corner	Street
4411-15	Street
4423-lot	Street
4426-30	Street
	Sidewalk

**Woodmere gate: 5 trees (5 street)**

Entrance lane from Tamiami: tree #4,5,6,7,8

**Natale Dr: 3 trees (3 street/1 sidewalk )**

4366-74	Street
4383-95	Street
	Sidewalk

4512 Corso Venetia – Natale: tree is in backyard by the street Street trim

**Corso Venetia Blvd – Villas: 7 trees (6 street/backyard)**

4495 (Pond side) – Natale trim lower branches for mower clearance

4491-87 Street

4492-86 Street

4483-Nizza Ct Street

4483-Nizza Ct Street

4474-70 Street

4458-Pool Street

**Nizza Ct: 1 tree (1 street)**

4327-31 Street

**Clubhouse- 4401 Corso Venetia Blvd: 7 trees**

Trim all trees in island between Corso Venetia Blvd and Parking lot (get rid of whiskers/out growths

**Remove** tree by south entrance to pool, grind stump, remove debis

**Corso Venetia Blvd: 8 trees (6 street//6 sidewalk/1 yard)**

4376-72 Street

Sidewalk

4364-60 Sidewalk

4343-basketball court Street

4360-56 Street

4327-23 Sidewalk

Yard

4338-34 Street

Sidewalk

4289-85 Street

Sidewalk

4269 Street

Sidewalk

.....

..

**Via Del Santi: 11 trees (6 street/8 sidewalk)**

4302-04	Street
	Sidewalk
4304-06	Street
	Sidewalk
4306-08	Street
	Sidewalk (whiskers)
4311-15 CB	Street
4315-19	Street
4321-Gaeta	Sidewalk
4337-Gaeta	Sidewalk
4344-46	Sidewalk
4346-48	Sidewalk
4349-51	Sidewalk
4354-56	Street

**Gaeta Dr: 2 trees (2 street/1 sidewalk)**

4615-Corso Venetia Blvd	Street
4660-68 CB	Street
	Sidewalk

**Via SanTomaso: 1 tree (1 street)**

4811-Corso Venetia Bld	Street
------------------------	--------

CB = Catch Basin

as of 6/18/25

## **2026 Venetia Community Association Removal Project of 120 Oak Trees**

### **Project Requirements:**

1. Remove the 120 trees listed below in the year 2026
2. Remove/cut away the Hawthorn bushes
3. Remove all debris
4. Cut stumps to ground level/flush cut
5. Remove trees in the order listed

Note: Installation of Shady Lady trees will be in 2027, 2028, and 2029 if Sarasota County approves our Permit. Proposals for these plantings will be requested in the above years.

POC is Jerry Klinginsmith, 573 286-0113,  
[floatrboat@gmail.com](mailto:floatrboat@gmail.com)

<b>Cancello Grande – 5</b>	<b><u>Tree Diameter (rounded)</u></b>
1. 4563-61	16"
2. 4559-57	22"
3. 4552-Flag pool	18"
4. 4550-46	19"
5. 4535-41	24"
 <b>Bella Pasque - 3</b>	
6. 4141-39	22
7. 4123-21	23"
8. 4122-20	19"

**Bella Terra Dr - 18**

9. 4909-05	20"
10. 4923-27	17"
11. 4928-32	22"
12. 4927-31	16"
13. 4967-71	21"
14. 5990-94 CB	19"

Install Shady Lady at Corso Venetia Blvd - Canello Grande (open  
Shady Lady hole)

15. 4994-98	28"
16. 5001-03	25"
17. 5018-20	25"
18. 5020-22	23"
19. 5023-25	19"
20. 5046-48	23"
21. 5048-50	19"
22. 5050-52	19"
23. 5051-49	18
24. 5039-37	17"
25. 5037-35	53"
26. 5035-33	22"

**Via Del Viletti - 35**

27. 4249-55	24"
28. 4254-58	15"
29. 4255-61	20"
30. 4274-78	22"
31. 4269-73	18"
32. 4310-14	15"
33. 4307-15	19"
34. 4315-21	18"
35. 4325-31	19"
36. 4326-30	19"
37. 4338-42	18"
38. 4342-46	19"
39. 4346-50	16"

40. 4347-51	16"
41. 4351-65	16"
42. 4366-70	15"
43. 4374-78	20"
44. 4375-79	12"
45. 4378-82	22"
46. 4379-83	15"
47. 4383-87	17"
48. 4390-94	19"
49. 4403-07	17"
50. 4423-4419	19"

**Borgehsey Ct - 1**

51. 4605-03	17"
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**Via Del Viletti (con't)**

52. 4423-27	22"
53. 4426-30	22"
54. 4438-40	16"
55. 4439-43	15"
56. 4453-55	15"
57. 4456-60	12"
58. 4460-64	12"
59. 4459-63	18"
60. 4475-79	14"
61. 4476-80	15"
62. 4480-90	19"

**Sintina Ct - 7**

63. 4414 and Natale	17"
64. 4411-15	18"
65. 4415-19	21"
66. 4423-lot	15"
67. 4426-30	20"
68. 4431-lot	17"
69. 4431-35	16"

**Natale Dr - 5**

70. 4334-42	18"
71. 4366-74	14"
72. 4374-82 CB	16"

Install Shady Lady at 4948-52 Bella Terra Dr (Shady Lady stump covered by sod)

73. 4383-lot	20"
74. 4383-95	15"

**Nizza Ct – 3**

75. 4327-31	34"
76. 4339-43	21"
77. 4348-lot	15"

**Corso Venetia Blvd – Villas - 9**

78. 4500-4496 CB	16"
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Install Shady Lady at 4322-24 Via Del Santi (Oak stump covered by sod)

79. 4491-87	20"
80. 4492-86	12"
81. 4483-Nizza	22"
82. 4483-Nizza	14"
83. 4483-Nizza	18"
84. 4483-Nizza	20
85. 4474-70	16"
86. 4458-Pool	17"

**Corso Venetia Blvd - 11**

87. 4376-72	18"
88. 4364-60	17"
89. 4343-basketball court	20"
90. 4360-56	18"
91. 4327-23	22"
92. 4338-34	23"
93. 4301-4297	23"
94. 4293-89	21"
95. 4289-85	23"
96. 4231-27	19"
97. 4228-34	22"

**Via Del Santi - 18**

98. 4302-04	21"
99. 4304-06	16"
100. 4306-08	18"
101. 4307-09	21"
102. 4311-15 CB	18"

Install Shady Lady at 4860-70 Via San Tomaso (Oak roots covered by sod)

103. 4315-19	19"
104. 4319-21	16"
105. 4324-Gaeta	19"
106. 4321-Gaeta	20
107. 4337-Gaeta	20"
108. 4344-46	13"
109. 4346-48	20"
110. 4345-49	13"
111. 4349-51	20"
112. 4350-52	19"
113. 4355-57	16"
114. 4354-56	20"
115. 4360-Natale	18"

**Gaeta Dr - 5**

116. 4615-Corso	18"
117. 4640-48	18"
118. 4649-55	23"
119. 4660-68 CB	15"

Install Shady Lady at 4435-39 Via Del Villetti (Shady Lady hole covered by sod)

120. 4663-lot	18"
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CB = Catch Basin (tree removed from this location will be installed in an alternate location)





## TREE DEPARTMENT PROPOSAL

**Venetia HOA**

**SUBMISSION DATE: July 7, 2025**

Bid price good for 30 days

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

### SCOPE OF WORK:

1. Removal of Oak Tree at Pool On North Side of Pool
2. Removal of Debris and Dump fees included

**TOTAL PRICE: \$1,550.00**

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

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

**Thank you for the opportunity to bid on your project!**

**ACCEPTANCE OF PROPOSAL:** \_\_\_\_\_ **DATE** \_\_\_\_\_



## TREE DEPARTMENT PROPOSAL

**Venetia HOA**

**SUBMISSION DATE: July 7, 2025**

Bid price good for 30 days

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

### SCOPE OF WORK:

1. Trimming of Est. 89 Oaks Along Roadways in Community.  
Trimming of Dead/Broken Branches and Lifting of Canopies to At least 15 ft Over Roadway  
List Provide By Community
2. Removal of Debris and Dump fees included

**TOTAL PRICE: \$9,345.00**

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

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

**Thank you for the opportunity to bid on your project!**

**ACCEPTANCE OF PROPOSAL:** \_\_\_\_\_ **DATE** \_\_\_\_\_

## Villa Vivaci Committee Report for 7/28/25 VCA Board Meeting

The Board approved presenting the proposed covenant amendments regarding roof cleaning to the residents for a vote. The remaining roofs that need to be cleaned will be addressed after the membership vote on the covenant amendments, which is expected to take place in September.

We continue the process of securing quotes for painting the exterior of villas.

We are pursuing estimates for pool furniture refurbishing.

Two of five board members have resigned due to personal reasons: one is health related and one is selling their unit.

Respectfully submitted,

Madeline Salerno

VVNA President

## Landscape Committee Report

Submitted to VCA Board of Directors

Monday, July 28, 2025

The Landscape Committee met on Tuesday, July 8. Issues discussed and proposals for work are listed below.

New/Old Proposals approved and proposed.

- Proposal 2337, as approved in the amount of \$20,282.51 for the rehabilitation of the irrigation infrastructure along the berm from Jacaranda Gate area to 776 around toward Via Del Villetti is still in the works. Faulty valves have been replaced and connected to the system; new decoders (electronic relays) and ground rods have been installed. Next will be a system check system check, then bury or paint of the white conduit showing on Corso Venetia. Once completed we will get a demonstration of the new system to us by Twin Palms.
- The Landscape Committee has completed the plan for the Clubhouse planting rehabilitation. This is phase one which will include the area under the Oaks and the wings that delineate the parking area.  
We submit proposal 2420 in the amount of \$19,190.00 to rehab Areas 1-4 as shown on the plan to be presented by Jackie Pashko and Herb Mayer. This work will commence in the first week of September as weather permits and will be overseen by the committee. Layout and design to be presented separately at the Board Meeting.
- **Emergency Irrigation Repairs** - Three mainline breaks on Woodmere with clock being struck by lightning. Clock has been replaced. Two breaks have been fixed, and we are waiting for a sleeve to be installed under street to be completed. Approximate cost to date \$5K plus another \$1K to complete repairs. In addition, sleeve drilling under Woodmere by Keen is approximately \$1500. Total not to exceed \$7500.

### New Business

- Landscape Budget 2026 has been submitted for the approval process.
- Eileen Mahoney is no longer on the VCA Landscape Committee.

Respectfully submitted: David Lanni

**Twin Palm Landscape Care**  
 3757 Ulman Ave  
 North Port, FL 34286 US  
 9414295785  
 support@twinpalmlandscape.com

## Estimate



### ADDRESS

Venitia Community Association  
 P.O.Box 18809  
 Sarasota, FL 34276

### SHIP TO

Venitia Community Association  
 P.O.Box 18809  
 Sarasota, FL 34276

### ESTIMATE #

2420

### DATE

07/22/2025

### P.O. NUMBER

clubhouse landscape Areas 1-4

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	<b>Plant Removal</b>	Removal of all plant Material and disposal in parking lot island including 4 reclinata groups	1	2,650.00	2,650.00
	<b>Rentalfee</b>	Equipment Rental Fee Mini Excavator	1	650.00	650.00
	<b>Dump Fee</b>	Debris Dump Fee	1	450.00	450.00
		Above is to prep area for new plants			
	<b>Top Soil</b>	Yard Top Soil	5	50.00	250.00
	<b>1gplantinstall</b>	1 Gal Plant Install Labor	15	2.25	33.75
	<b>3gplantinstall</b>	3 Gal Plant Install labor	148	6.00	888.00
	<b>7gplantinstall</b>	7 Gal Plant Install Labor Only	6	18.00	108.00
	<b>25gplantinstall</b>	25 Gal plant install labor only	4	75.00	300.00
	<b>B&amp;B Install</b>	B&B plant Install labor	2	125.00	250.00
	<b>Floratamsod</b>	Install Pallet St.Augustine Floratam sod	5	550.00	2,750.00
	<b>Coco Brown Mulch</b>	2 Cu Ft Bag Coco Brown Mulch	140	6.25	875.00
	<b>SylvesterPalm10'</b>	Sylvester Palm 5' clear Trunk (10' overall height)	2	2,250.00	4,500.00
	<b>25gSingleFoftail</b>	25 Gal Single Foftail Palm	2	315.00	630.00

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	<b>Triplepygmydateb&amp;B</b>	Triple Pygmy Date Palm B&B 5'	2	475.00	950.00
		Hybrid Bromeliads to be purchased by Committee			
	<b>1Gvariegatedlirope</b>	1 Gal Variegated Lirope	15	8.75	131.25
	<b>3gfoxtail</b>	3 Gal Foxtail Fern	26	20.00	520.00
	<b>3gGreenIsland</b>	3 Gal Green Island Ficus	17	20.00	340.00
	<b>3gcopperleaf</b>	3 Gal Copper Leaf Plant	17	20.00	340.00
	<b>3Gredsisaterti</b>	3 Gal Red Sister Ti Plant	12	27.00	324.00
	<b>3gdwarffirebush</b>	3 Gal Dwarf Fire Bush	6	20.00	120.00
	<b>3gsanchezia</b>	3 Gal Sanchezia	18	22.00	396.00
	<b>3gMammey</b>	3 Gal Mammey Croton	12	22.00	264.00
	<b>3gmangocroton</b>	3 Gal Mango Croton	40	27.00	1,080.00
	<b>7gpetracroton</b>	7 Gal Petra Croton	6	65.00	390.00
TOTAL					<b>\$19,190.00</b>

Accepted By

Accepted Date

## Preserve Committee - July Update

The Preserve 2026 budget draft has been sent.

The committee has finally received the approved Restoration Phase 2 project as well as the cost for removal of two large trees which were discussed in June. The quotes for these are attached. Sarasota County approved the Solitude processes and plan.

The intent is to begin the restoration yet this year weather permitting since replanting during the rainy season is crucial. We do have a separate cost breakdown which is not included in this document due to privacy, and we ask that VCA Board representatives attend a Preserve meeting to review this cost breakdowns and current owner reimbursement policy as used in Phase 2 as well as well as any future violations.

Solitude Quotes for:

\$13,923 - Removal of Plantings in violation locations

\$17,970 - Treating sod and Replanting violation locations

\$3,362 - Removal of two trees including one permit

The Violations Restoration project will then be closed. Any further violations are being handled individually by the committee going forward. We will be focusing on continued communication hoping that this will help ensure that these types of situations are minimal in the future. It's clear VCA takes Preserve Policy and violations seriously and expects compliance of all owners.

We will still be working with Britt on strategic survey markers but will complete this once the above work is completed since violation markers will first be installed through Venetia in the violation zones; these zones are all on a Sarasota County regular monitoring schedule and VCA will need to pay any associated costs during that process.

No changes in Preserve Committee

**NOTE: THREE QUOTES FOR APPROVAL - \$13,923 - SOLIITUDE, \$17,970 - SOLITUDE, &  
\$3,362 - SOLITUDE**