

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 June 29, 2026 at 9:00 a.m.

Call to Order—The Meeting was called to order at 9:00 am by President Norm 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 (Zoom), Directors Frank D’Ulisse, Rob Luysterborghs (Zoom) and Ken Boivin. Also present in person was Brian Rivenbark from Sunstate Management Group.

Jay Frazee was not present

Minutes –MOTION made by Norm Lockhart and seconded by Dick Mole to approve the minutes of the May 18, 2026, meeting. **Motion passed unanimously.**

Presidents Report: Norm Lockhart reported.

Treasurers Report – As attached to these corporate records, Jennifer Smouse reported on the 05/31/26 financials.

A **MOTION** was made by Norm Lockhart and seconded by Dick Mole to approve the treasurer’s report for May 2026. **Motion passed unanimously.**

Vice presidents Report: Dick Mole reported. There are 94 residents that RSVP’d for the BBQ on July 5.

Committee Reports—

- **Communications Committee** – Joe Holler reported. No report
- **Finance Committee** – Patty Lombardo reported. No report
- **Infrastructure Committee** –Alex Sarelas reported. Gate issues were discussed.
- **Welcome Committee** – Cindy Beckley reported.
- **Amenities** –Donna Deluca reported. The card room has been painted. Discussion followed regarding the card room chandelier.
- **Sarasota County Liaison Committee** – Norm Lockhart reported. No report
- **Environmental** – Rob Lynn reported. The water level for the ponds in the community is as low as it has ever been, and this is presenting numerous issues for the ponds.
- **Landscape** –Dave Lanni reported. The drought ban has been extended to October 31st and there will most likely not be any new plantings done. The approved work from the last meeting is underway.
- **Preserve Committee:** Jan Weis reported.
A **MOTION** was made by Norm Lockhart and seconded by Ken Boivin to approve the Solitude proposal in the amount of \$10,425 for Dead Pine Tree removal and Oak Trimming at various preserve locations. **Motion passed unanimously**
- **Tree and Gutter Committee** –Jerry Klinginsmith reported. The final oak tree project has been

completed. All volunteers were thanked. This was a true community effort.

- **Security Patrol:** Pete Easton reported.
- **Social Committee:** No report.
- **Special Events Committee:** No report:
- **Documents Committee:** No report.

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

Sub-Association Reports

- **VNA1** – No Report.
- **Villa Paradiso** – Ken Boivin reported. The ARC will be updating the ARC guidelines. Any plantings will be done after the drought. No meeting in July. The \$1200 electric payment bill back to Villa Paradiso from VCA was discussed.
- **Villa Vivaci** – Mike Kamps reported. Oak trees have been removed.
- **CDA** – Jennifer Smouse reported. Oak trees were trimmed last week and the reclinas were trimmed. The next Board meeting in in September

Management Report – Brian Rivenbark reported.

New Business –

Discussion regarding special assessment: Dick Mole reported. The use of the equity money to fund the legal expenses from the tree removal should not be used, there may be another emergency where that money is needed. A special assessment to fund the legal fees should be the correct process to pay for the legal fees. Discussion followed regarding the need for a special assessment to pay for the legal bill from the Oak tree removal project.

Unfinished Business – None

Owners Comments – Homeowner comments were taken from the floor. Discussion was had regarding the washed out sidewalk at 4316 Via Del Santi. Sunstate will get a concrete vendor to get the washout repaired.

Next meeting –TBD, 2026 at 9:00 am

Meeting was adjourned at 10:42AM.

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

June 29, 2026 President's Report

- Special thanks to Jerry and the tree committee ensuring the safety of the community during the tree removal. All the volunteers were helpful in conducting traffic flow and ensuring the safe removal of all the remaining trees.
- Work the budget for next year. A lot of projects we can budget for to ensure the growth and beautification of the neighborhood.
- Ensure you RSVP for the July 5th BBQ, so we can get an accurate headcount for the meat and rolls. Contact Donna Lanni to ensure names and numbers are submitted by Wednesday July 1st. Celebrate the Nation's 250th birthday with fellowship, music, food, and fun. Ensure to enjoy everything the city of Venice is offering on the 4th.
- Usual suspects are blasting the board and the community by spreading false information. Make sure you have all the facts before you start false rumors and create unnecessary drama.

Norm Lockhart

President, Venetia Community Association

Venetia Community Association, Inc.

Treasurer's Report

Prepared for June 29, 2026

Board of Directors Meeting

May 2026 YTD Revenues are \$679,832 which is \$1,078 higher than budget. Late Fees for \$1,500 account for \$1,188 favorable variance against YTD budget.

May 2026 YTD Administrative expense is \$92,126 which is \$30,161 higher than budget. Legal Fees YTD are \$33,289 which is \$31,206 higher than budget. This negative budget variance is a result of the oak tree removal injunction case that was recently settled thru mediation.

May 2026 YTD Grounds expense is \$173,476 which is \$32,417 lower than budget. Tree Removal/ Replacement has a current \$38,950 favorable variance which will disappear as the 120 oak trees have been removed by end of June and vendor invoice to be paid is \$84,000. Irrigation maintenance/ Repairs is \$27,802 which is \$13,218 over YTD budget. Landscape Replacement YTD is \$1,143 which is \$21,518 underbudget. Wetlands/ Littoral Shelves for \$30,038 is \$19,205 over YTD budget and \$4,038 of actuals will be transferred to Pond Retention reserve account in June to balance to full year expense budget.

May 2026 YTD Maintenance expense is \$14,573 which is \$5,823 less than budget. General maintenance/ supply for \$588 is \$5,662 less than budget. Gutters are \$9,500 which is \$5,333 more than budget but will be \$500 underbudget by end of year. Security is \$1,078 which is \$661 overbudget. Speed monitoring signs were recently purchased using security budget after Board approved.

May 2026 YTD Pool & Recreation expense is \$23,684 which is \$2,899 less than budget. Pool/ Deck Repairs is \$3,842 overbudget and Clubhouse Maintenance/ Repairs is \$4,609 underbudget.

May 2026 YTD Utilities expense is \$256,361 which is \$6,067 underbudget. Water and Sewer is \$5,360 which is \$1,902 overbudget. Electric is \$32,796 which is \$712 overbudget. Bulk Cable/ Internet is \$218,204 which is \$8,681 lower than budget. The annual Hotwire contract increase took place in May and changed the monthly rate paid to HW from \$43,004 to \$46,187. This is a \$5 monthly increase per each VCA owner, changing from \$60 to \$65 plus applicable federal and state taxes that are currently 10.7%.

May 2026 Other expense is \$98,943 which is \$2,546 lower than budget. Zero activity in contingency fund and Holiday Decorations results in \$1,787 favorable budget variance.

May 2026 YTD Expenses are \$659,163 which is \$19,591 less than budget.

May 2026 YTD Net Income is \$20,669.

Total Assets as of May 31, 2026 are \$1,478,256. Operating Cash/ MM/CDs are \$851,918 and Reserve Cash/ CDs are \$550,009.

Other Assets as of May 31, 2026 are \$76,329. Prepaid Insurance is \$64,784 and Accounts Receivable is \$7,916. There are six owners with unpaid quarterly assessments dating back to January 2026. Three owners have received NOLAs and one owner account is with VCA collections attorney. There are 3 owners with unpaid preserve violations fines. If quarterly dues are not paid on time, \$34 in late fees and interest are added to owner's outstanding balance.

Current Liabilities as of May 31, 2026 are \$424,293. Deferred Cable Revenue is \$220,116 and Deferred Revenue is \$112,358. Prepaid Assessments are \$59,286.

Reserves/ Long Term Liabilities as of May 31, 2026 are \$550,009. The largest Reserve is Paving/ Roads/ Sidewalks for \$194,369.

Total Equity as of May 31, 2026 is \$503,953 which equates to \$784 per each of 643 owners within Venetia.

The 2027 Annual Budget process has begun. Last week I received the 2027 Budget template file from Betsy in SS accounting. Input into 2027 individual expense/ reserve categories from each Committee are being collected from Finance Committee which then reviews during July and a 1st pass at full 2027 VCA budget model should be available in mid August. The Board will be provided with a draft 2027 Budget at September 2026 Board meeting and the Annual VCA Budget letter and budget file will be sent out to all owners in early October. Full VCA Board will be asked to approve 2027 VCA Annual Budget during October 2026 Board meeting.

This completes my Treasurer's Report for June 29, 2026 VCA Board meeting.

Respectfully Submitted,

Jennifer Smouse
VCA Board/ Treasurer

VCA Infrastructure Committee Report

June 2026

This has been a quiet month for the Infrastructure Team. We have worked a total of 24 hrs. on the following projects.

Lift Gate Repairs

The Jacaranda exit left hand lift gate failed because of a motor issue, corrections were made and it is working properly. We have replaced all the shades on the reflectors which open and close the gates.

Fountain Maintenance

We have been maintaining the fountains on a Bi-weekly basis, making sure they are clean and have the right chemicals. So far this is working out and saving us \$500.00 per month.

Lift Gate Replacement Project

The LiftMaster lift gates that we have installed are approximately 15 yrs old. The model that we have is now discontinued. They still make parts, but they do not sell the gates anymore. We have started an investigation to determine which direction we should go in; continue to maintain the existing gates or replace with newer technology.

We met with 2 vendors who install and repair lift gates and their associated hardware. We have received quotes for the replacement of all six lift gates from CIA Access and Preferred Gate Systems. At this point it is just investigatory; we are seeing what is available and what the cost associated with replacement would be. There are two manufacturers we would be interested in installing; the LiftMaster Techna series gates and the Magnetic Access-Pro gates. The quote received from Preferred has costs ranging from \$30,000.00 for the LiftMasters to \$40,000.00 for the Magnetics. The quote from CIA Access has costs from \$47,000.00 for the Lifmasters to \$63,000.00 for the Magnetics. We will continue to investigate and plan this for next year.

The question being. How does this get paid for? Reserve funding for the gates or a new budgetary expense. It is important to understand this prior to making any decisions.

Report prepared by Alex Sarelas, Infrastructure Committee Chair.

Venetia Community Association, Inc.
Welcome Committee Report for June 29, 2026 Board of Directors Meeting

There have been ten property closings since the last Board meeting. The Welcome committee has delivered, or is in the process of delivering, nine gift bags, as the tenth purchase was by a current resident.

There are currently 23 properties for sale in Venetia, as of June 22nd that are listed on the Realtor.com website. Of those 23, one of those properties is a villa, twelve are condos, and the remaining 10 are single-family homes. And of those 23 properties listed for sale, there are currently six pending closings.

Respectfully submitted,

Cindy Beckley

Chairwoman, VCA Welcome Committee

Amenities Committee Report/
For VCA Board Mtg June 2026

Pool

- We have had some high expenses over the last month, but we are very pleased with the response and expertise of our new pool company Signet.
- The spa has been completely drained, cleaned and acid washed. Looks new.
- Symbiont will be out the week of July 6th to perform maintenance on the heater/chiller units.

Clubhouse:

1. MS Painting has completed phase one of the Card room makeover.
2. Preparation for tile install by Camacho Tile Services, began Monday June 22. It was quickly discovered there was a water issue of some sort creating a moisture area along the entire right side of the room. A Leak detection company was called in and determined there is no leak in the building, walls or flooring.
3. The leak detection company suggested we install a French drain along the front of the building.
4. Additional clean up/labor was required by Camacho Tile. He also will run a waterproof marine compound along the edge of the wall to help prevent moisture from seeping in. I've asked for a quote for the additional materials and labor.
5. We decided that the small cabinet in the back wall of the card room should be painted, the overhead chandelier will be removed, and we are still looking at new chairs.

Thank you Infrastructure for repairing the fan in the center room of the clubhouse. An \$11 capacitor took care of the speed problem, and we will continue to watch any issue with the blades.

Possible upcoming expenditures:

Purchase of 2 larger bike racks made of recyclable materials, environmentally friendly and will last much longer. (Q3 or Q4)

Purchase of 2 new bookcases for the small lending library in the pool exit door area of the clubhouse.(Q4)

Discussion of table and chair options at the courts awning area.(Q4)

Submitted 6/24/2026 – Donna DeLuca

Environmental Report 6/29/26

Solitude's regular monthly maintenance was performed for the month of June.

The shelf projects on pond 10 and 6 are on hold until the rains begin????

The Solitude yearly contract was increased by 4%.

Respectfully submitted,

Mary Lou Holler

Rob Lynn

Co-chairs

Landscape Committee Report

Submitted to VCA Board of Directors

Monday, June 29th, 2026

The Landscape Committee met on Tuesday, June 9. We discussed 2026 initiatives as outlined below.

2026 Agenda for Landscaping and Irrigation

Proposals:

- **The drought ban by Sarasota County has been extended to October 1, 2026.**
- Irrigation and planting at End of Woodmere update. Clearing is complete, irrigation is in the works and may require some small cost modification. A planting scheme is in the works. We are considering low maintenance options that include grasses of the type on the median at Woodmere.
- Proposal 2757 in the amount of \$5665.00 to replace Hedges on Corso Venetia Blvd just inside entrance gate on right. **Project is still on hold. The committee recommends pulling back this proposal for next year and earmark budget funds to replace the entire hedge. We have noticed that there has been further deterioration of the hedge past the scope of this proposal, and it has been confirmed by an arborist from Solitude, that this is the end of the hedge lifespan.**
- Repair of irrigation Jacaranda berm –North – Twin Palms Proposal 2706 for \$14,810.52. **Twin Palms is doing required prep work and is encountering delays due to valve locations.**
- Proposal 2831 from Twin Palms for annual palm trimming is presented for approval in the amount of \$15,420. **Competed.**
- Berm Walk was done on April 1 to consider planting and replacement. **Proposal 2879 in the amount of \$12,126 was approved to clear and plant areas all along the berm. Clearing is in process, but planting may be on hold with new water restrictions.**

Pending Committee Work

- Complete clubhouse planting in areas where needed. **A hopeful final design to be submitted to the committee by this week for review at the next committee meeting.**
- Evaluate contracts for landscape and irrigation. **Ongoing:** we are working on redefining our contracts with Twin Palms for next year. We have discussed more definition in

hedge trimming and the timing of landscape events as well redefining the wet report that we receive for irrigation to a more meaningful and readable report. Twin Palms has actively worked with us on both contracts. As of this time, we can expect a 3% increase for both contracts with consideration for a longer term on both contracts.

- The Committee has a proposal from Twin Palms to convert medians, (which includes all bullnoses) to maxi-jets at both gates. Presently we have a combination of maxis and regular spray heads. Conversion will give us the advantage of watering more frequently under present county restrictions and saving our bullnose and median plantings. Quote 2931 in the amount of \$4481.35 was submitted to the committee which recommends tabling for now.
- Awaiting quotes for mulch from Florida Mulch and Distribution Direct and we were given a second quote from Freedom Ground Covering. The Committee should have a recommendation to the board for next Board meeting.
- The Landscape Committee has been involved in a feasibility study of building out a hardscape area composed of a 20' x 30' paver space with a 6'x8'space adjacent to and outside of the pool area on the left-hand side of the clubhouse. The feasibility study is ongoing. We have selected a vendor proposal out of three that we interviewed and will present those results at the next meeting. We will also present a three-year timeline with specific steps for the completion of the project as outlined at the last meeting.

Respectfully submitted: David Lanni

Preserve Update – June 2026

Dead Pine Tree removal and Oak Trimming at various locations

The Preserve Committee met with arborists from Sarasota County and Solitude to review our annual 2026 Tree List – those trees reported during the vertical cut or to the Committee by homeowners as posing as threat to property or needing removal due to disease, etc. That Invoice is attached and the Committee is asking for approval to move forward on this work.

As well, we have identified a couple of sumps and additional areas that need follow-up and will need to have Twin Palm review and present an invoice to resolve these. We foresee no more than one day's work.

Finally, violations are being discussed. We are working with Sarasota County/Solitude and Britt to review. This requires that all parties review original documents including those from the developer to make some firm decisions. This will most likely go through the summer as we will have to meet with all parties to review once documents are gathered.

Jan Weis – Chair – VCA Preserve Committee

Attached: Solitude Invoice for Approval \$10,425.00 – Account 7900

SERVICES AGREEMENT

PROPERTY NAME: **Venetia Community Assoc.**

CUSTOMER NAME: Venetia Community Assoc.

SERVICE DESCRIPTION: Dead Pine Tree removal and Oak Trimming at various locations

EFFECTIVE DATE: June 8, 2026

SUBMITTED TO: Jan 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. The services provided by Solitude under this Agreement are not intended to, and shall not be construed as, constituting a survey or the practice of surveying. Solitude does not perform professional surveying services.

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, 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.

Venetia Community Assoc.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

***SOLitude Lake Management, LLC
PO Box 85529
Chicago, IL 60689-5529***

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

PROJECT SUMMARY: SOLitude Lake Management is pleased to provide this proposal for the removal of dead and compromised trees located at the various addresses listed below within Venetia Community Assoc, Venice, FL.

Specifications:

1. SOLitudes Arborist will mobilize equipment and crew to the site.
2. **Behind 4111 Bella Pasque:** Remove four (4) trees down to a manageable height, 10ft spar height. Clear trunk. Debris will be removed from the premises.
3. **Behind 4111 Bella Pasque:** Remove one (1) fallen tree. Debris will be removed from the premises.
4. **Behind 4402 Via Del Villetti Dr:** Remove dead Pine tree down to a manageable height, 15 ft spar height / clear trunk. Debris will be left in the preserve strategically. Vines will be cut at the base of the live Pine.
5. **Behind 4350 Natale Dr:** Remove live compromised Pine tree down to a manageable height, 15 ft spar height / clear trunk. Debris will be left in the preserve strategically. Permit included for removal per Sarasota County. Tree will not be removed until the required documentation is completed and approved.
6. **Behind 4323 Corso Venetia:** Remove dead Pine tree down to a manageable height, 10 ft spar height / clear trunk. Debris will be left in the preserve strategically.
7. **Behind 4329 Corso Venetia:** Remove dead hanging branch from Pine. Debris will be left in the preserve area.
8. **Between 4329 / 4335 Corso Venetia:** Remove dead Pine tree down to a manageable height, 10 ft spar height / clear trunk. Debris will be left in the preserve strategically.
9. **Behind 4343 Corso Venetia:** Remove the dying Pine tree down to a manageable height, 10 ft spar height / clear trunk. Debris will be left in the preserve strategically. No permit required per county.
10. **Between 4305 / 4309 Nizza Ct:** Remove the leaning Pine tree down to a manageable height, 10 ft spar height / clear trunk. Debris will be left in the preserve strategically. No permit required per county.
11. **Behind 4309 Nizza Ct:** Reduce canopy encroachment of Laurel Oak. Make 8-12 reduction cuts on third and fourth order branches over structure up to 4 inches in diameter. Debris will be removed from the premises.

Assumptions:

1. Company will have free and unimpeded access to the work locations. A man lift and small skid steer will be utilized for the removal/cutting.
2. This contract is for the limited scope of work and materials as defined above. Any other activity, additions, or inclusions will be at an additional cost to the customer.

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: **\$10,425.00** 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 6/29/26

120 Oak Tree Project: Projected completion date is June 26th. The project took longer due to the loss of a subcontractor and the trees having more leaves now than they would have had in January.

The project lasted 4 weeks with 18 volunteers filling 48 four hour work periods. We cannot ever thank all the volunteers enough for donating a part of this month to help.

This was a true Community effort. We had volunteers from the following:

Communities: Casa Di Amici, Villa Paradiso, Villa Vivaci and VNAOne

VCA Committees:

Amenities Committee

Community Enhancement Committee

Document Review Committee

Environmental Committee

Finance Committee

Grounds Committee

Infrastructure Committee

Landscape Committee

Security Committee

Social Committee

Trees and Gutters Committee

Welcome Committee

Wildlife Committee

Tibor's Masonry: Tibor came back and power washed the white residue around his recent gutter replacement work areas.

Jerry Klinginsmith

for the Tree and Gutter Committee