

FAIRWAY OAKS HOMEOWNERS' ASSOCIATION SEPTEMBER 2024 MEETING AGENDA

The agenda for September 10, 2024 is as follows:

- Call to Order
- Pledge of Allegiance
- Roll Call
- Proof of Notice of Meeting (mass email and exterior signs)
 - Confirmation by a board member
- Reading of Minutes of Previous Meeting (August monthly meeting - Secretary)
 - Motion to accept - Vote
- Reports of Officers
 - President - "State of the Union"
 - Golf course
 - Email distribution list
 - Block captains
 - Vice President:
 - Web site update
 - Governing documents plus impact of latest statutes
 - Treasurer:
 - August financials (Motion – Vote)
 - Beacon Masters assessment for 2025 (Motion – Vote)
 - Adjusting entries for 2024 budget (Motion – Vote)
 - Director – Land Management:
 - Landscaping contract – 3 bids (Motion – Vote)
 - Jenkins Lawn Care and Maintenance
 - Billy Uribe Lawn Care
 - All Turf Lawn & Landscape Maintenance
 - Director – ARCs – list of approved (Motion – Vote)
 - Reports of Committees:
 - Drive Around Committee – Community Beautification Group (CBG)
 - Fining Committee - Violations list
 - Outreach Committee / Helping Hands Committee
 - New homeowners
 - Registry for professionals (Trade Registry)
- Unfinished Business
- New Business
 - Agenda items to possibly include for the next meeting
- Adjournment

ALL TURF LAWN & LANDSCAPE MAINTENANCE
 PO BOX 147
 PORT RICHEY, FL 34673-0147
 CONTACT MR. EDWARD FINK
 (727) 819-1174
 E-MAIL allturf1@gmail.com

LAWN & LANDSCAPE MAINTENANCE PROPOSAL
 FAIRWAY OAKS HOA, HUDSON, FLORIDA
 C/O ANNETTE PELLICANO BOARD OF DIRECTORS
 DIRECTOR OF LAND AQUISITION AND MAINTENANCE

All Turf Lawn & Landscape Maintenance Company will provide Lawn and Landscape Maintenance for Fairway Oaks HOA located in Hudson, Florida at the North East corner of Hudson Avenue and Little Road.

LANDSCAPE MAINTENANCE AGREEMENT TERMS & CONDITIONS:

This agreement is hereby made and entered into this _____ day of _____ 2024 by and between, FAIRWAY OAKS HOA herinafter referred to as CLIENT and All Turf Lawn and Landscape Maintenance Company, herinafter referred to as the CONTRACTOR.

TERM : Service will commence on _____ and continue for 12 months ending on _____.

SERVICES : The specific services to be provided will be based on 36 CUTTING SERVICE VISITS per year except for the bottom of the retention ponds that will be cut 12 times per year when dry.

- A. Removal of all trash & debri prior to and at finish of scheduled work.
- B. Turf cutting of common areas to include grass cutting of Common Ground and Easement stretching along the North side of Hudson Avenue starting in front of the Main Entrance Fairway Oaks Sign at Little Road and heading East along Hudson Avenue towards and beyond Invitational Drive East to Pimberton Drive and East of Pimberton Drive and beyond to where property ends (approximately half a linear mile).
- C. Turf cutting of Eleven (11) Retention Ponds : On Map labeled RP2 through RP12 :
 RP2 retention pond is located on the East side of Pimberton Drive just North of Hudson Avenue.
 RP3 is located West of Pimberton Drive and just North of Hudson Avenue.
 RP4 is located behind the SW corner of Tournament and Invitational.
 RP5 is located behind and to the East of the BP gas station.
 RP6 is located East of and adjacent to Little Road at the West end of Tounament Drive.
 RP7 is located East of and adjacent to Little Road at the West end of Pimberton Drive.
 RP8 is located East of and adjacent ot Little Road NW of Pimberton Drive and Little and Pimberton.
 RP9 and RP10 are located just North of Holnwon Court on the East side of Pimberton.
 RP11 is located in the center of and between Irondale Lane, Water Hazard Drive and Foursome Drive.
 RP 12 is located North of Faldo Court.
- D. Weed control of 3 planting bed areas at Main sign at Hudson Ave. and Little Road , at Invitaional Drive Entrance, and at Pimberton Drive entrance 12 times per year to include hand-pulling and de-weeding including pre emergent and post emergent control.
- E. Pruning of 3 Queen Palm Trees and 8 Sable Palm Trees located at Entrances to property.
- F. PEST CONTROL AND IRRIGATION SERVICES ARE NOT INCLUDED IN THIS PROPOSAL.

COST OF SERVICES :

- 1. Annual (12 months) cost of maintenance services including all labor & material \$ 35,400.00
- 2. Monthly cost of service\$ 2,950.00

CANCELLATION :

1. Neither CONTRACTOR or CLIENT will cancel this agreement before it's term unless there is sufficient reason to warrant such action, ie: If monthly payment to CONTRACTOR is more than 30 days late, CONTRACTOR will have the option of cancellation, ie; If CLIENTS grounds are not kept with a clean and neat appearance, CLIENT will have the option of cancellation. Either party may cancel this contract for above mentioned cause with a 30 day written notice sent certified mail return receipt to non cancelling party.

INSURANCE :

CONTRACTOR currently is insured under both a Workers Compensation and General Liability policy and will list CLIENT as Certificate holder with All required Certificates of Insurance at contract signing.

CLAUSES:

This agreement will automatically renew annually for a 12 month period with a 4% cost of living increase each year if not renegotiated prior to renewal each year.

CONTRACTOR will perform above listed services as directed by 1 person and only 1 person appointed by CLIENT to be in charge of communications between CLIENT and CONTRACTOR concerning landscape maintenance operations.

CONTRACTOR agrees to maintain all applicable licenses and insurance coverages for the duration of this agreement and to hold CLIENT harmless from any and all liability.

CONTRACTOR is not responsible for damages caused by acts of nature such as tornadoes, hurricanes, storms, high winds or freezes, etc. Further, services required as a result of such acts are billable at the sole discretion of and as determined by CONTRACTOR.

CLAUSES continued:

CONTRACTOR assumes no liability for repairs to damaged irrigation timers, pumps, control valves, underground pipes, sprinkler heads protruding from ground level due to faulty installation, or non-receding sprinkler heads.

CONTRACTOR agrees to be responsible for any damages caused by services rendered and shall work with their own sub contractors of choice to effect repairs such as broken windows, ripped screens etc. and replacement shall be on a "like for like" basis.

CONTRACTOR assumes no liability for damages to personal items left on grounds and shall service around them if present. CLIENT shall bear the responsibility to move personal items, hoses, and other items prior to service.

CONTRACTOR is not responsible for on site theft, destruction, vandalism etc. of materials after installation. After materials are installed the CLIENT assumes all responsibility such as theft, destruction, vandalism etc.

In the event of litigation by either party, the prevailing party shall be entitled to recover court costs and reasonable attorney fees. This agreement shall be governed by the laws of the state of Florida.

CONTRACTOR agrees to perform the above listed services as directed by CLIENT. These services are billable and invoices are payable upon completion of the services.

CLIENT and CONTRACTOR both agree that this agreement in it's entirety including it's term is transferrable and assignable by either party to a new owner or new entity with 30 days written notice sent certified return receipt mail to the non transferring party and is binding to the new owner or entity in the event that CLIENT incurs ownership change or CONTRACTOR incurs ownership change.

ACCEPTANCE OF CONTRACT

ALL TURF LAWN & LANDSCAPE

FAIRWAY OAKS HOA, HUDSON, FL

PRINT NAME & TITLE

Edward Fink Pres.

PRINT NAME & TITLE

SIGNATURE

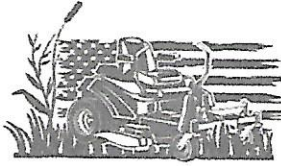
Edward F

SIGNATURE

DATE

8-6-2024

DATE



BILLY URIBES LAWN CARE

Estimate: Fairway Oaks "Common Grounds"

LAWN MAINTENANCE/ TRIMMING MAINTENANCE CONTRACT

Billy Uribes Lawn Care (hereinafter referred to as the "Contractor") agrees to perform the lawn maintenance services/Trimming services for Fairway Oaks (the Customer), as defined at the end of this Agreement on the terms and conditions contained herein:

Contract Period: The contract period will be from [/ /] to [/ /].

The services listed below will be provided by the Contractor at the Customer's Property, which is described at the end of this Agreement:

Mowing

Mowing the grass on the Customer's Property every seven (7) days, or as weather permits to maintain an appropriate height for the type of grass and season to ensure a well-manicured and healthy appearance. The Contractor will endeavor to mow the grass on [Monday/ Tuesday], subject to weather and other unforeseen circumstances. With a total of cuts between 34 -38 for the calendar year, at the beginning of the start date.

Trimming

Grass around obstacles, such as streetlamps, fences, and any other obstacles that a mower cannot access, will be trimmed to maintain a well-manicured appearance.

Shrub Bed Maintenance

Maintain all plant beds on the Customer's Property continuously through the contract period, which includes front and back yard beds being kept free and clear of all weeds

Pruning

Shrubs below 6 ft in height to be maintained as part of the monthly maintenance as needed.

Edging

All sidewalks and curbs, to driveways and ground level patios, shall be edged with a mechanical metal blade every two (2) weeks. All sidewalks, curbs, driveways, and ground level patios shall be blown clean of all grass cuttings, dirt and debris at each visit.

Payment

Yearly price \$30,000 paid monthly in the amount \$2,500

Check/ Zelle. Starting date ____/____/____ checks are requested at the first week of every month by the contractor to make billing efficient. The last check ends the 12-month contract. Date ____/____/____.

Billy Uribe Lawn care
14826 Pauline Dr.
Hudson, FL 34669

Zelle: Use # 727-203-1405

Work Outside Scope of Agreement

Work requested to be done outside the scope of this Agreement will be charged at an agreed-upon price. Examples include, but are not limited to, revisiting the Customer's Property to clear trees or any debris, hauling off-site to the dump etc.

Personnel

The Contractor shall designate, hire and dismiss the personnel necessary for the care, upkeep, maintenance and servicing of the Customers' Property. The Contractor shall provide training for each employee that will include instruction in community rules, site and equipment operation and maintenance, local health department requirements, conduct and professional problem-solving techniques. The Contractor shall provide supervision of its employees and its employees shall conduct themselves in a polite and acceptable manner when on the Customer's Property.

Performance

The Contractor shall perform the services diligently, in a good, professional and safe manner, using good quality materials, equipment and workmanship.

Areas of maintenance

ZONE: Starting roadside frontage on Hudson Ave. of Fairway Oaks to Little Rd. continuing through Zone 1, Zone 2, Zone 3, Zone 4, and Zone 5.

RETENTION PONDS: Further maintenance mowing, line trimming, and blowing for Retention Ponds (2 - 12) depending on water retention in ponds if it can be mowed. Keeping covert pipe drains free and clear of debris.

PALMS: Palms over 15ft. will be trimmed twice a year. Once in the spring before hurricane season then once in the fall as needed.

MONUMENTS: Full Maintenance on bushes and palms under 15ft. weeding and spraying as needed. Keeping the flower beds clear of debris and blowing out the stones as needed.

The Contractor shall have total control of the work and shall be solely responsible for the means, methods, techniques, sequences, procedures and equipment needed to complete the services for the Customer. The Contractor shall comply with all laws, rules and regulations which relate to the services, including applicable health and safety legislation and shall obtain any permits or licenses necessary for its performance as at the date hereof. Subject to the next sentence, the Contractor will also be responsible for and shall restore at its expense all damage to the Customer's Property caused solely by the Contractor's negligence in the performance of its work on the Customer's Property. The maximum amount of any and all claims that the Customer may have against the Contractor related to the services performed on the Customer's Property, whether such claims are in contract, negligence or other tort, shall be limited to the amount of fees received by the Contractor from the Customer in the previous six (6) months and in no event shall the Contractor be liable for any indirect, consequential or punitive damages.

Insurance and Workers' Compensation

Contractor will maintain general liability insurance coverage of ~~two~~ million ^{*} (\$1,000,000) Dollars and those employed by the Contractor are covered under the Worker's Compensation Board of Alberta.

Access for Promotion

The Contractor shall have the right, for promotional purposes only, to take photographs and videos of the Customer's Property in relation to work both prior to and after completion of work. The Contractor shall have and retain all copyright in said photographs and videos, which may be used by the Contractor at its sole discretion in reference and promotional materials.

Governing Law and Arbitration

This Agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed with the laws of the Province of Alberta and the federal laws of Canada applicable therein. All disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated or derived from this Agreement, which cannot be resolved amicably by the Contractor and the Customer, will be finally resolved by arbitration under the Arbitration Rules of the ADR Institute of ~~Canada~~ ^{*}, Inc. The Seat of Arbitration will be Alberta. The language of the arbitration will be English.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the ___ day of _____, 202__.

BILLY URIBES LAWN CARE
14826 Pauline Dr.
Hudson, FL 34669
Phone # (727-203-1405)
License #114691

Per: _____

Per: _____

[Customer: Print name]

WITNESS

ESTIMATE

Jenkins Lawn Care and maintenance
16448 Medley Rd
Weeki Wachee, FL 34614

Jenkinslawn02@gmail.com
+1 (727) 514-4672

Bill to

Fairway Oaks Common grounds

Estimate details

Estimate no.: 1017

Estimate date: 08/19/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Monthly Lawn Service	36 to 42 cuts a year, maintenance for roadside and entrances on to neighborhood, both corners on Hudson Ave/Little Rd, and all 11 retention ponds with extra maintenance around culverts to be sure grass is clear for water flow.	1	\$0.00	\$0.00
2.			trimming of 8 to 11 palms roughly 30 ft or less trimmed twice a year.			
3.			\$24,000 yearly, \$2,000 a month			
					Total	\$0.00

Accepted date

Accepted by