STRATHMORE RIVERSIDE VILLAS ASSOCIATION, INC. A RESIDENTIAL COMMUNITY FOR PERSONS 55 YEARS OF AGE OR OLDER

C/O Argus Property Management, Inc. 2700 Riverbluff Parkway Sarasota, FL 34231 Phone: (941) 922-8188 Fax: (941) 927-9849

REGULAR MEETING OF THE BOARD OF DIRECTORS Thursday, October 27, 2022 – 9:30 A.M. - SRV CLUBHOUSE

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Determination of Quorum
- 5. Rules of Order

Roberts Rules

NSI of 3 minutes per speaker

- 6. Approval of Minutes of 9/26/2022 BOD meeting
- 7. President's Report
- 8. Resignation and appointment
- 9. CAM Report
- 10. Treasurer's Report
- 11. Committee Reports
 - A. Sales/Lease & Rental Ilene Novack
 - **B.** Other Committee Reports
- 12. Old Business
 - A. 2023 Budget Approval Jerry McDermott
 - B. Villa 93 update Carl Shepherd
- 13. New Business
 - A. 2022 Audit Jerry McDermott
 - B. Creekhouse lease Carl Shepherd
 - C. Waiver for Employee(s) to work onsite after work hours
 - D. Change in Insurance Agent CBIZ
 - E. Consolidating Sections in SRV
- 14. Owners questions on agenda items
- 15. Adjournment

The next regular meeting of the Board of Directors is Thursday, November 17, 2022 at 9:30 am.

MEETING OF THE BOARD OF DIRECTORS

Thursday, September 22, 2022 – 9:30 A.M. SRV CLUBHOUSE

MINUTES

The meeting was called to order at 9:30 A.M. by President Robert Martucci

Pledge of Allegiance.

Members of the Board were present: Robert Martucci, Carl Shepherd, Dan Hooks, Jean Burns, Jerry McDermott, Joe Morganstern, Jean Senninger, Frank Guerrero and John Calia were present. A quorum was established.

Rules of Order were established with Community members present.

Approval of 05/26/22 and 08/11/2022 Board Meeting Minutes. See motion sheet.

Approval of Treasurers Report(s) to Audit June - August 2022 See motion sheet

Approval of Sales/Lease & Rentals June - August 2022 See motion sheet

Old Business:

A.) Bulk Head and Retaining Wall Engineering Evaluation Discussion

New Business:

- A.) Criminal Background checks See motion sheet
- B.) Creekhouse Lease See motion sheet
- C.) Boat Slip Waitlist See motion sheet
- D.) Waiver for Employee(s) to work onsite after work hours tabled
- E.) Storage area use tabled
- F.)Proposed Xfinity Contract See motion sheet
- G.) Proposed Grounds Contract See motion sheet
- H.) Water Pipe Repair behind Villa 271 See motion sheet
- I.) Added to agenda Name Roy Lawson as Insurance Committee Chairperson See motion sheet
- J.) Approved Roy Lawson as Insurance Chairperson See motion sheet
- K.) Added to agenda Approval of Low Speed Vehicle for villa 192 See motion sheet
- L.) Approval of Low Speed Vehicle for Villa 192 See motion sheet

The next meeting –October 27, 2022

Adjournment – 1:33 P.M.

Motion – To approve the 05-26-22 minutes – *Motion by Jean S. and seconded by Frank G. to approve the minutes. Motion carried.*

Motion – To approve the 08-11-22 minutes – *Motion by Jean B. and seconded by Dan H. to approve the minutes. Motion carried.*

Motion – To approve Sales/Lease & Rentals for June through August 2022. *Motion by Jean S. and seconded by Carl S.*

Motion – To approve an addition to the agenda, appointing Roy Lawson as Insurance Committee Chair – *Motion by Bob M. and seconded by John C. Motion carried*

Motion – To approve Roy Lawson as Insurance Committee Chairperson Motion by Bob M. and seconded by John C. Motion carried.

Motion – To begin conducting criminal background checks, going forward on new owners, renters and additional residents who will be living within our community. All criteria and procedures are being developed by our association attorney. – *Motion by Carl S. and seconded by Dan H. Motion carried*

Motion – To authorize new lease for creekhouse effective 01/01/2023 in the amount of \$2200.00 monthly, term length 1 year and will require security deposit in the amount of \$2200.00 if current resident plus 5% escalator for the second year. If new tenant, the amount will be \$2500.00 per month and \$2500.00 security deposit with 5% escalator for the second year. Motion by Carl S. and seconded by Jean S. Motion carried.

Motion – To require a non-refundable deposit in the amount of \$250.00, to have name placed on the waitlist for a marina boat slip lease. Deposit will be applied towards 1st years lease. Motion by Carl S. and seconded by Jean S. Motion carried.

Motion – To accept 5 year contract with Xfinity, to be added to existing contract which will include 3 boxes for clubhouse and 2 boxes for each villa and receive \$25,000.00 back from Xfinity. This motion is with the provision to receive a better rate before 2023. Motion by Bob M. and seconded by Jean B. Motion carried.

Motion – To Select Yellowstone Landscape for three year contract to commence January 1, 2023 at \$178,824.00 per year. Motion by Frank G. and seconded by Dan H. Motion carried.

Motion – To approve the repair/replacement of the water pipes behind villa 271 in the amount not to exceed \$3300.00. Motion by John C. and seconded by Dan H. Motion carried.

Motion – To approve adding low speed vehicle topic to agenda Motion by Bob M. and seconded by Jean B. Motion carried.

Motion – To approve resident Trudy Truman, villa 192, to use her low speed vehicle at SRV as a means of mobility Motion by Jean B. and seconded by Carl S. Motion carried.

TREASURER'S REPORT Month ending Sept 30, 2022

SRV Sept. Balance Sheet

	Assets	\$ 1,804,439.47
Check/savings	\$ 580765.16	,,,
Reserves	\$ 698,933.42	
Insurance	\$(152,876.28)	
Assessment receiv	able \$ 124,903,24	
Other assets	\$ 522,714.03	
Liabilities	\$ 1,431,472.85	
Total Equity	\$ 372,966.62	
Total Liabi	lities & Equity	\$1,804,439.47

<u>Total Revenue for Sept</u>: \$ 144,077.85 vs. budget \$147,331.00

<u>Total Expenses for Sept:</u> 172,557.02 vs. budget \$147,331.00

Main contributors were:	 ~ I.00
Grounds under budget by	\$ 1.686.57
Bldg Maintenance under budget by Rec. facilities under budget by	1,838.81
Utilities over budget by	830.87
Payroll over budget by	550.61 636.23
Administration over budget by	28,395.43
(Insurance plus \$28,368.92)	-0,070,75

Net income for Sept. is negative \$ 28,479.17.

<u>Total Revenue year to date:</u> \$ 1,336,057.14 vs. budget \$ 1,325,979.00

Total expenses year to date: \$ 1,350,583.05 vs. budget \$ 1,325,979.00

Main contributors were: Grounds under budget \$ 7,032.04 (Main contributor Mulch under) \$9,016.31 Bldg Maintenance under budget 19,320.48 **Swimming Pool over budget** 126.52 Rec. facilities over budget by 2,918.19 Utilities under budget by 4,301.67 Payroll under budget by 7,016.70 Administration over budget by 59,230.23

Net income year to date is minus \$ 14,524.91

Note due to insurance.

Delinquent accounts as of Sept. 30, 2022

Legal action is in process on 4 accounts for a total of \$ 14,726.57

Reserve Balance report.

Deck resurfacing	\$ 8,081.98
Pool structural restoration	20,880.17
Pool Heater	3,897.03
Exercise Equipment	4,522.33
Maint. Equip & bldg	4,836.65
Shuffleboard	255.78
Fence	10,414.58
Paving	284,259.15
Painting	43,562.41
AC Rec. bldg	14,373.74
Club House Roof	31,654.13
Club House Improvements	11,150.05
Clubhouse sauna/restrooms	1,211.22
Creek House Projects	6,453.24
Seawall & Marina retaining wall	131,500.94
Sewer/Water lines	67,695.71
Irrigation System	1,932.97
Marina / docks	45,737.69
Utility Carts	5,780.67
Reserve Interest	732.98
Total Reserve fund	\$ 698,933.42
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Total Reserve Expenses to date. \$ 89,197.50

Jean Senninger, Treasurer

STRATHMORE RIVERSIDE VILLAS 2022 ESTIMATED EXPENSES AND APPROVED BUDGET PROPOSED BUDGET FOR THE PERIOD

January 1, 2023 to December 31, 2023

2022

2022

APPROVED Est.Jan - June

2023

PROPOSED

REVENUES		BUDGET	Revenue & Exp.	BUDGET
5010	Assessments	1,446,744	796,127	1,898,982
3500	Reserves	246,804	246,804	279,254
5030	Sales & Lease	4,000	3,416	4,000
5035	Advertising Income	3,800	2,289	3,800
5040	Other	4,500	1,089	35,900
5050	Interest	500	131	500
5060	Marina Slip Fee	37,200	35,350	39,804
5073	Creekhouse Income	17,424	17,424	26,400
5080	Prior Yr Carryover	27,121	27,121	25,000
3000	Total Revenue	1,760,972	1 102 620	
	Total Neverlue	1,760,972	1,102,630	2,313,640
EXPENSES		机物点性消费规则	4.16.6.15122.161513.8.1816	
<u>GROUNDS</u>				
7110	Grounds Contract	167,580	83,790	178,824
7115	Lawn & Grounds Supplies	7,000	574	5,500
7130	Mulch/Ground Cover	12,500	105	
	Plants/Shrubs/Trees		103	12,500
7135		4,000		4,000
7137	Sod Replacement	4,000	3,200	10,000
7140	Tree Trimming / Removal	15,000	1,450	22,000
7150	Irrigation System Maintenance	14,300	9,202	18,000
	Total Grounds	224,380	98,322	250,824
UILDING MAINTENA	ANCE			
<u>7210</u>	General Maintenance	27,000	4,677	20,000
7220	Termite Control	2,400	1,176	2,500
7230	Maint. Equipment	1,000	-	750
7250	Creekhouse Expense	1,000	137	1,000
7280	A/C Servc/Maintenance	600	439	600
7285	Creek Maintenance	10,000	-	1,500
7310	Pool Contract/Repairs/Supplies	5,000	3,093	1,400
	Total Bldg Maintenance	47,000	9,522	27,750
REC FACILITIES				
7410	Rec Utilities	12,000	6,709	14,000
7420	Pest Control	800	482	900
7440	Rec Facility Maint, & Supplies	- 1	4,808	6,500
7450	Exercise Equipment Maintenance Agreement	-	386	800
	Total Rec Facilities	12,800	12,384	22,200
UTILITIES				
7510	Water	109,532	50,206	109,500
7515	Sewer	195,185	97,361	207,350
7520	Electric	6,800	3,290	7,000
7525	Maint. Shed Electric	400	127	400
7530	Cable TV	180,000	89,956	183,300
, 550	Total Utilities	491,917	240,940	507,550
			2.3,310	557,550
PAYROLL				
7710	Contract Services	\$64,800	28,520	\$69,748

	Contract Labor	\$ 46,760	22,528	52,544
7730	Contract Taxes/Insurance	25,659	11,397	\$26,690
	Total Payroll	137,219	62,445	\$148,982
ADMINISTRATION			I	
7810	Insurance - Property / D&O / Umbrella / Liab. / et	472,440	249,124	953,867
7812	Insurance - Flood	21,699	12,064	27,500
7820	Legal/Professional	48,000	23,960	35,000
7825	Accounting Services	-	5,000	5,000
7835	Fees, Dues, License	1,000	461	1,000
7840	Income Tax	200		200
7845	Real Estate Tax	3,500	-	5,500
7850	News & Views Compilation	1,575	1,050	1,575
7870	Management Fee	20,038	10,169	20,038
7875	Telephone	7,000	3,466	7,000
7880	Office Supplies, Postage, etc.	14,000	4,827	14,000
7885	Bank Service Charges	400	336	400
7890	Bad Debt Expense	10,000	(1,647)	5,000
7895	Contingency	1,000	- (-//	1,000
7899	Reserves Transfer		123,402	1,000
	Total Administration	600,852	432,213	1,077,080
RESERVES	Reserves - Schedule B	246,804	246,804	279,254
OTAL EVERLORO]	1,760,972	1,102,630	2,313,640
OTAL EXPENSES	ANTICIPATED SURPLUS/(DEFICIT)	1,760,972	1,102,630	
	-	-		2,313,640
OTAL EXPENSES	- MONTHLY	- 2022		2,313,640
	- MONTHLY MAINTENANCE	- 2022 359		2,313,640 2023 471
	- MONTHLY MAINTENANCE RESERVES	2022 359 62		2,313,640 - 2023 471 70
	- MONTHLY MAINTENANCE	- 2022 359		2,313,640 2023 471
	- MONTHLY MAINTENANCE RESERVES	2022 359 62		2,313,640 - 2023 471 70
	- MONTHLY MAINTENANCE RESERVES TOTAL	2022 359 62 421		2,313,640
	- MONTHLY MAINTENANCE RESERVES TOTAL NUMBER OF UNITS	2022 359 62 421		2,313,640 - 2023 471 70

STRATHMORE RIVERSIDE VILLAS ESTIMATED BUDGET FOR THE PERIOD

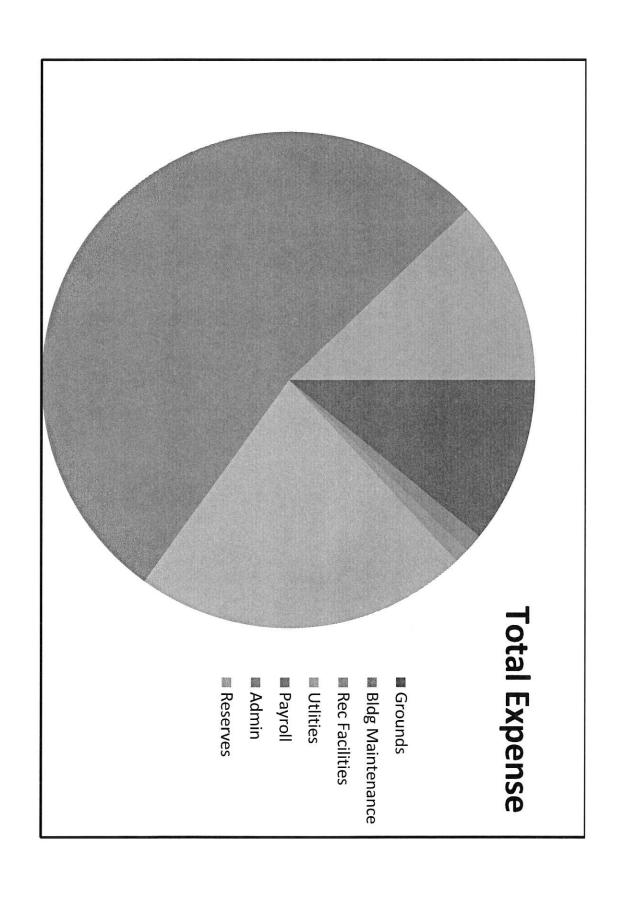
January 1, 2023 - December 31, 2023 DESIGNATED RESERVES

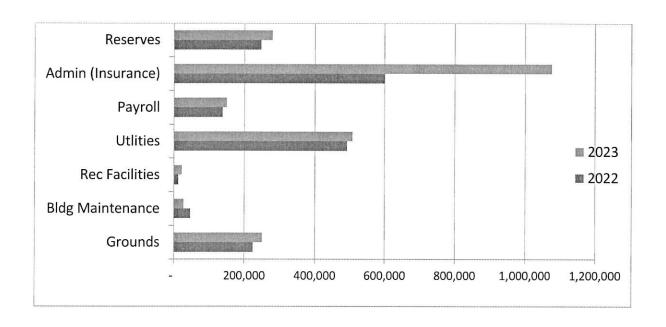
				DESI	DESIGNATED RESERVES	ESERVES				100%
	1	2	3	4	5	9	7	8	a	7
	FSTIMATED	FSTIMATED	ESTIMATED	DECINIMINIO	ACCECCAMENTO	CTANATOR	COTALATOR	0 101		70
GENERAL RESERVES) JEI	REMAINING	REPLACEMENT	BALANCE	COLLECTED	TRANSFERS	EXPENDITURES	BALANCE	RESERVE	RESERVE
ACCT# ASSET	EXPECTANCY	LIFE	COST	1/1/2022	2022	2022	2022	11.10	F	REQUIREMENT
3610 Deck Resurfacing	20	12	25515	7089	1324			-		1425
3615 Pool Structural/Pump House Res	10	3	57750	13007	10498			23505	34745	11015
3620 Pool Heater/Equipment	15	13	49350		2709		1228		24246	2441
3625 Exercise equipment	10	Ŋ	10500		795		1305		07772	1150
3630 Maint Equip/Building/Shed/Roof	30	1	5775	2846	2654				2775	275
3635 Shuffleboard	30	21	7875	0	341			341	7534	350
3640 Fence/Surveillance System	35	30	158550	6926	4647			11576	146974	080
3650 Paving	15	4	000609	232070	98569			301656	307344	76836
3660 Painting	2	4	371534	74860	68168		116964	26064	245470	79696
3670 AC - Rec Bldg	10	5	30188	12320	2738			15058	מנופר	3000
3580 Clubhouse Roof	20	11	09666		5649			33056	65161	5020
3690 Clubhouse Improvements	25	6	59010	8903	4730		1301	17333	46677	5186
3695 Clubhouse Sauna/Restrooms	25	12	22050	0	1615			1615	20435	1703
3810 Creek House/Remodel/Furnishing/Roof		19	44363	5101	1803			6904	37459	1972
3830 Seawall / Satellite Docks (Common Area)		15	395850	119385	16285		11474	124196	271654	18110
3840 Water Lines	10	5	157500	58795	15201			73996	83504	16701
3845 Irrigation System	20	17	84000		4444	-1100	2500	844	83156	4892
3860 Marina Docks	15	4	189,000	21,973	32,141		341	53,7	135,227	33,807
3865 Utility Carts	10	9	15750	4673	1475			6148	9602	1600
3890 Reserve Interest				2,720	2,000	(1,100)		3,620		
			2,393,519	606,414	248,803	(2,200)	135,113	717,904	1,679,235	279,254
MARINA ONLY RESERVES					246,804	246,804 Without Interest				69.26

Reserves are computed using the Straight-Line Method

Marina Needs:

Header replacement Docks are "concaving" A few pilings need replacement \$5k-\$10k





TOTAL EXPENSE	2022	2023
GROUNDS	\$224,380	\$250,824
BLDG MAINTENANCE	\$47,000	\$27,750
REC FACILITIES	\$12,800	\$22,200
UTILITIES	\$491,917	\$507,550
PAYROLL	\$137,219	\$148,982
ADMIN (INSURANCE)	\$600,852	\$1,077,080
RESERVES	\$246,804	\$279,254
	\$1,760,972	\$2,313,640



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2831 RINGLING BOULEVARD, SUITE 204-B SARASOTA, FL 34237

September 1, 2022

To the Board of Directors of Strathmore Riverside Villas Association, Inc. Argus Property Management, Inc. 2477 Stickney Point Road #118A Sarasota, Florida 34231

We are pleased to confirm our understanding of the services we are to provide for Strathmore Riverside Villas Association, Inc. for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of Strathmore Riverside Villas Association, Inc., which comprise the balance sheet(s) as of December 31, 2022, and the related statements of revenues, expenses, and changes in fund balance and cash flows for the year then ended, and the disclosures (collectively, the "financial statements"). The financial statements will include supplementary information about future major repairs and replacements required by the Financial Accounting Standards Board (FASB). Although we will apply certain limited procedures with respect to the required supplementary information, we will not audit the information and will not express an opinion on it. Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements for the components of operating and reserve expenses.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Association or to acts by management or employees acting on behalf of the Association.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Association and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Cash
- Accounts Receivable
- Accounts Payable and Other Liabilities
- Revenue Recognition
- Reserve Expenditures
- Debt
- Special Assessments

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected owners, customers, creditors, and financial institutions. Our procedures will not determine whether the funds designated for future major repairs and replacements are adequate to meet such future costs because such a determination is outside the scope of the engagement. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Other Services

We will prepare the Association's federal and state income tax returns for the year ended December 31, 2022 for all relevant federal and state taxing authorities based on information provided by you. We will also assist in preparation the financial statements of Strathmore Riverside Villas Association, Inc. in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statement and tax services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America. You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Association from whom we determine it necessary to obtain audit

evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Association involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Association received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Association complies with applicable laws and regulations. You are responsible for the preparation of the required supplementary information about future major repairs and replacements. You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

You agree to assume all management responsibilities for the tax services, financial statement preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, receivables, and other confirmations we request and will locate any documents selected by us for testing.

Paul Miller is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for the audit and other services other than the preparation of the tax returns will not exceed \$4,800 and \$225 for the preparation of the tax returns. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered as work progresses and are payable on presentation.

Because the vast majority of Associations have December 31 year ends, a very large volume of financial services are required by them during the period January through May. This, of course, creates staffing problems for CPAs whose practice includes CIRA engagements. We will work diligently to meet your needs by scheduling our work based on the dates we receive the signed engagement letters. We will notify you if your engagement may be completed later rather than sooner.

Reporting

We will issue a written report upon completion of our audit of Strathmore Riverside Villas Association, Inc.'s financial statements. Our report will be addressed to the Board of Directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add

an emphasis-of-matter paragraph, other-matter paragraph, or separate section to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Paul Miller, CPA

President

Miller and Company, LLP

RESPONSE:

This letter correctly sets forth the understanding of Strathmore Riverside Villas Association, Inc.

Management signature:	
Title:	
Date:	

srv2700@comcast.net

From: srv2700@comcast.net

Sent: Friday, October 21, 2022 12:18 PM

To: 'calia.john@comcast.net'; Frank; Jean Senninger; 'jeanburns@comcast.net'; 'jhre1218

@msn.com'; 'joemorgan61255@gmail.com'; 'mayorhooks@yahoo.com';

'rkmartucci@gmail.com'; 'secretsquirrelsrv@gmail.com'; 'srv2700@comcast.net'

Subject: FW: Strathmore Riverside Villas: waiver form for AZ

Attachments: Indemnity Agreement. Employee_Release_General.docx; Indemnity Agreement.

Owner_release.docx; Strathmore Riverside Villas Indemnity Agreement.

Owner_release.DOCX; Strathmore Riverside Villas (Revised) Indemnity Agreement.

Employee_Release_General (002).DOCX

Please see below to review before the board meeting

Thank you,

Nan

Nanette Thomas
Community Association Manager
Strathmore Riverside Villas
2700 Riverbluff Parkway
Sarasota, FL 34231
941.922.8188 Phone
941.927.9849 fax

Srv2700@comcast.net

Nanette.Thomas@argusmgmt.com

From: srv2700@comcast.net <srv2700@comcast.net>

Sent: Wednesday, August 3, 2022 5:00 PM **To:** 'RObert Martucci' <rkmartucci@gmail.com>

Subject: FW: Strathmore Riverside Villas: waiver form for AZ

Hi Bob – See below and attached from Jennifer. I sent this to Dave to see what his thoughts were and he is sending it out to check. Dave called me to explain a little to, he said that other associations face this as well. He said that because anything can happen, lawyers/insurance will always air on the side of caution. Maybe you will want to talk with him about it. Jennifer did highlight some items that should be taken out if the board decides.

Nanette Thomas
Community Association Manager
Strathmore Riverside Villas
2700 Riverbluff Parkway
Sarasota, FL 34231
941.922.8188 Phone
941.927.9849 fax
Srv2700@comcast.net
Nanette.Thomas@argusmgmt.com

From: Biletnikoff, Jennifer < JBiletnikoff@beckerlawyers.com>

Sent: Tuesday, August 2, 2022 7:33 PM

To: Strathmore Riverside Villas <<u>srv2700@comcast.net</u>> **Cc:** Wilson, Kathryn <<u>KWilson@beckerlawyers.com</u>> **Subject:** Strathmore Riverside Villas: waiver form for AZ

Hi Nan:

I have reviewed the agreements that you provided that Bob asked us to review. I work with several associations that prohibit Association employees from working for owners "on the side" because there is risk regardless of whether there is a release and indemnification agreement in place. Although the releases and indemnification agreements may be helpful if the Association is sued as a result of work performed by an Association employee for an Owner after hours, it will not prevent the Association from being sued.

Generally speaking, allowing Owner to hire Association personnel to perform work directly for the Owner (after hours) does create added exposure to the Association and Owner. Many associations will not do it for this reason. Further, if the employee performs work and/or services that causes the Owner to receive a "violation" from the Association, it can put all of the parties in a difficult position because if the Association pursues the Owner to correct the violation, and the violation was caused by an Association employee performing work for an Owner, I am sure that you can imagine the potential conflict that arises in this type of situation.

If the Association wishes to allow its employees to provide work and perform services for Owners "on the side", I strongly recommend that you contact the Association's insurance carrier and provide copies of these agreements to the agent and ask whether anything should be added to the agreements regarding Liability and Workers Comp issues because I do not believe that the Association's coverage would extend to the personnel in this capacity (although you would need to confirm this with the agent). There is also a risk that the Owners may ask the personnel to perform work or services that require a licensed contractor. If the personnel is not licensed or insured (independently), this could be problematic for the Owners. As I am sure you can agree, in order to protect the Association and the Owners, it would be our recommendation that the owners should use qualified licensed and insured contractors. Additionally, the Association's employees must still follow any rules and regulations that the Association has in place for contractors and vendors. Therefore, if contractors cannot perform construction related work after 5:00PM, the same rules should apply to employees performing work for individual owners. Essentially, the Association should treat employee that are performing work or services for owners (on the side) in the same manner that they would treat any other contractor or vendor performing work or services for Owners.

I have attached hereto copies of the original Agreements that were provided to me by the Board, as well as agreements with some recommended changes. You will see that I have made some changes to the Owner Agreement. My changes are in redlined format so that you easily review and accept (or reject) any of the revisions or additions that I made. A couple of comments regarding the Owner agreement: You will see that I highlighted the paragraph beginning with, "Owner agrees that any requests for work or services on Association common property..." It is unclear why the Association would allow an Owner to perform any work or services to the common elements or areas that are otherwise the Association's responsibility to maintain, repair and/or replace. As such, you may want to consider removing this paragraph altogether unless the Association regularly allows such work.

Additionally, I made a note in Paragraph 5 (which is highlighted and should be removed before finalizing the Agreement). The Association should have its insurance agent review any language regarding insurance policies, insurance requirements or any provisions that require the Owner or the Association to waive insurance coverages.

Please also find a redlined version of the Indemnity Agreement (for the Employee).

Please let me know if you have any questions or concerns.

Best, Jennifer

NOTE: This e-mail is a confidential, attorney-client privileged communication. As such, this e-mail should only be distributed to members of the Board of Directors (or other authorized representatives).

Jennifer Biletnikoff

Shareholder Board Certified in Condominium and Planned Development Law

Becker

Becker & Poliakoff Northern Trust Building 4001 Tamiami Trail N. Suite 270 Naples, FL 34103

239.552.3203

239.263.1633

JBiletnikoff@beckerlawyers.com

www.beckerlawyers.com

Connect with me on LinkedIn





<u>Confidentiality Note</u>: This message, together with any attachments, may contain privileged and confidential information. If the reader of this message is not the intended recipient, you are hereby notified that any examination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by reply e-mail and permanently delete the original message, along with any attachments. Thank you.

From: srv2700@comcast.net <srv2700@comcast.net>

Sent: Tuesday, August 2, 2022 8:52 AM

To: Biletnikoff, Jennifer < JBiletnikoff@beckerlawyers.com >

Subject: FW: waiver form for AZ

EXTERNAL EMAIL - This message originated from an External Source.

Good morning Jennifer,

I am just checking to see if you were able to review this. I received this from our HR at Argus/Real Manage but Bob just wanted me to check with you to be sure these were ok.

EMPLOYEE'S RELEASE, COVENANT NOT TO SUE, AND INDEMNIFICATION

The undersigned employee ("Employee"), as a condition of continued employment with Strathmore Riverside Villas Inc., ("Employer") and in consideration of Employee's ability to perform work outside the scope of his/her job description with Employer while off-duty and outside of normal business hours for_______, agrees as follows:

- 1. That as used herein, the term "Work" shall mean any work or services performed outside the scope of Employee's job description directly by Employee for an Owner within the Association.
- 2. That as used herein, the term "Services" shall mean any work or services performed by Employee within Employee's job description for Owner within the Association as part of his/her employment with Employer.
- 3. That any Work is a direct business transaction between an Owner and Employee and is strictly prohibited unless the Work complies with the covenants herein.
- 4. That no Work shall be performed without first obtaining the approval and authorization of Employer.
- 5. That no Work shall be performed without first confirming that the Owner has executed "Owner's Release, Covenant Not to Sue and Indemnification".
- 6. That all Services shall be performed during Employee's scheduled business hours while Employee is on duty and shall be compensated for by Employer.
- 7. That all Work shall be performed outside of Employee's scheduled business hours while Employee is off duty and be compensated for by an entity other than Employer.
- 8. That all Work shall be performed using Employee's own materials, tools, supplies, and equipment and not the materials, tools, supplies, or equipment of Employer.
- 9. That no Work shall be performed in Employer's uniform(s).
- 10. That any permits, insurance, licenses, or inspections for Work shall be arranged and obtained between Employee and Owner and not involve Employer in any way. Any such Work shall not implicate any insurance maintained by Employer. Any related arrangements shall be made by Employee while off duty.
- 11. That any Work that is inconsistent with the terms contained herein may subject Employee to Employer discipline, including termination.
- 12. That Employee agrees to forever release, hold harmless, and forever covenants not to sue, and further agrees to forever indemnify Employer, and any agent, representative, employee, worker, invitee, or any other related party whatsoever of Employer, from any and all present or future liability, damages, claims, expenses, costs, fees, including but not limited to reasonable attorney fees, suits, judgments, or causes of action, whether known or unknown, arising out of or related in any manner whatsoever to 1) the performance of work or services for Owner outside of the scope of Employee's job description at any time, and/or 2) in violation of the terms and conditions herein. This release, hold harmless, covenant not to sue, and indemnification shall apply even in those situations where the claims or damages may result directly or indirectly, in whole or in part, from the negligence of anyone affiliated in any way with Employer, Owner, Association, or the property in question.

Dated thisday of	_, 202
Employee	Employer
Employee signature	Employer Signature

OWNER'S RELEASE, COVENANT NOT TO SUE, AND INDEMNIFICATION

The undersigned owner of Unit # ("Owner"), at
("Association") desires to arrange directly contracted work with an employee ("Employee") of Strathmore
Riverside Villas, Inc. ("Employer") to be performed off duty and outside the scope of, the services
provided to Association pursuant to the Employee's job description with Employer ("Services").

The work released and indemnified herein shall be performed by Employee for Owner; shall not be approved, authorized, directed, supervised, or ratified in any way by Employer; shall not occur during Employee's normal business hours or while Employee is on duty; shall not be compensated by Employer; and will be seen as a direct business transaction between Owner and Employee. Such work shall constitute "Work".

In exchange for and in consideration of utilizing Employee for Work, Owner agrees as follows:

- 1. Owner owns the unit or location where Employee performs or will perform Work and agrees that this Release pertains to Work.
- 2. Owner agrees that any request for Services on Association common property, or emergency Services that may threaten common property or the property of another owner and is within the job description of Employee shall be approved in advance by Employer before Services are provided by Employee and processed through the Association work order system. All such Services shall occur during Employee's normal business hours while Employee is on duty and be fully compensated for directly by Employer.
- 3. Owner agrees that Work performed by Employee shall be performed while off duty and outside of Employee's normal business hours.
- 4. Owner agrees that Work shall not be covered by any insurance policies maintained by Employer whatsoever, including but not limited to policies covering injuries or death, property damage, faulty work, intentional acts or negligence, failure to perform work, worker's compensation, disability, discrimination or other workplace matters, or lack of licensing or expertise.
- 5. Regarding Work, Owner agrees to be solely responsible for determining whether Employee is qualified to perform Work; ascertaining whether Employee is licensed, bonded, and insured to perform Work; for arranging any insurance or obtaining any permits, for supervising or directing Employee; for the quality of Work including whether it complies with any code, licensing, or industry standards; for ensuring that Employee obtains and uses equipment, materials, supplies, and tools not belonging to Employer; for compensating Employee; and for any and all injuries or damages arising directly or indirectly from Work, in law or equity.
- 6. Owner, on behalf of him/herself, any tenant, and/or any owner, occupant, guest, or invitee of the location where Work occurred, agrees to forever release, hold harmless, and forever covenants not to sue, and further forever agrees to indemnify Employer and any agent, representative, employee, worker, invitee, or any other related party whatsoever of Employer from any and all present or future liability, damages, claims, expenses, costs, fees, including but not limited to reasonable attorney fees, suits, judgments, or causes of action, whether known or unknown, arising out of or related in any manner whatsoever to Work. This release, hold harmless, covenant not to sue, and indemnification shall apply even in those situations where the claims or damages may result directly or indirectly, in whole or in part, from the negligence of anyone affiliated in any way with Employer, Employee, Association, or the property in question.

(SIGNATURE PAGE TO FOLLOW)

Dated this	day of	. 202

Ourses News		
Owner Name	Owner's Signature	

OWNER'S RELEASE, COVENANT NOT TO SUE, AND INDEMNIFICATION

This	Indemnification and Hold Ha	rmless Agreement is made	this da	ay of ,
20_	, between	, (hereinafter	referred to as "Own	er"), the Owner(s) of Unit
	("Unit") at Strathmore	Riverside Villas, Inc., a F	Florida not-for-profit	Corporation (hereinafter
refe	red to as the "Association").		,	

WHEREAS, the Association is the entity responsible for the operation of the residential Condominium in Sarasota County, Florida known as Strathmore Riverside Villas.

WHEREAS, the Owner desires to employ, utilize the services of, and arrange directly contracted work with one or more of Association's current or future employees ("Employee") so that such employee(s) may provide various services to Owner which are outside of, and beyond the course and scope of any such employee's employment by Association and which are performed outside of the employee's regular work schedule and duties of the Association. All work or services to be performed by Employee shall be performed while Employee is off duty and outside the scope of and the services provided to Association pursuant to the Employee's job description with Association. Owner acknowledges and understands that any and all such work by a person who is employed by the Association is prohibited from taking place during the Employee's normal work hours, including all break times. Any and all such work, no matter how minor, must be performed on the individual's own time and must be performed in accordance with any Association rules and regulations regarding contractors.

WHEREAS, the Owner agrees and understands that all such work, as described in the above paragraph, is performed outside the course and scope of that individual's employment with the Association and the performance of any such work is not recommended by, authorized, condoned, scheduled, or sanctioned by the Association nor is it provided by or on behalf of the Association. The Association makes no representations as to whether the individual asked to perform work by an Owner is qualified or possess the skills to perform the requested tasks, or has been screened as the type of person who should be performing work inside of the Villa Units or elsewhere. Owner agrees that if they employ or utilize the services of such individual they do so at their own risk;

WHEREAS, the Owner agrees and understands that the work released and indemnified herein shall be performed by Employee for Owner; shall not be approved, authorized, directed, supervised, or ratified in any way by the Association; it shall not occur during Employee's normal business hours or while Employee is on duty; shall not be compensated by Employer; and will be seen as a direct business transaction between Owner and Employee.

WHEREAS, the Owner understands and acknowledges that the Association discourages the practice of Owners utilizing persons also hired by the Association for personal errands, chores, or work within or outside of the Unit.

NOW THEREFORE, in consideration of the following mutual covenants and promises, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, Association and Owner agree as follows: :

- 1. Owner owns the Unit or location where Employee performs or will perform work and or services and agrees that this Release pertains to said work and/or services.
- 2. Further, it is understood and acknowledged that the Association employee is acting as an independent contractor totally outside and beyond the scope of his employment with the Association (and outside of normal business hours) with no connection whatsoever to the business of the Association, and the undersigned assumes all risks whatsoever arising out of or concerning the performance of those services and use of the employee, whether inherent, known, unknown, patent, or latent. It is further understood that all compensation due to the employee of the Association for such work will be paid by the unit owner for whom the work is

done. Any licenses or permits which are required for the work to be done are the full responsibility of the undersigned and the Association employee. The undersigned shall be solely responsible for providing the employee with access to the unit, either by providing a key to the employee or being physically present. The employee is prohibited from using any tools, equipment or other property of the Association in performing the work and is prohibited from using the Association's Master Key to access any units while performing work for the unit owner.

- 3. Owner acknowledges and agrees that, to the fullest extent permitted by law, Owner shall defend, release, hold harmless and indemnify the Association, its officers, directors, members, contractors and agents from any and all damages, injuries, death, liabilities, damage to real or personal property, losses, causes of action, judgments, or claims of any kind whatsoever directly or indirectly, whether brought by Owner or anyone claiming by, through, or on behalf of Owner, including, but not limited to, any member of Owner's family, tenants, licensees. invitees, agents, contractors or guests, resulting from persons who are also Association's employees providing any work or service of any kind for Owner or Owner's family, tenants, licensees, invitees, agents, contractors or guests outside the course and scope of such employee's employment with Association. This indemnity and hold harmless agreement specifically includes any cause of action including, but not limited to, negligence or intentional acts or omissions on the part of the person performing the work; whether such work is performed on his or her own time or during his or her normal work hours at the Association in contravention of the policies of the Association. Owner's obligation to defend, indemnify, release and hold harmless shall include, without limitation, any and all claims, losses, liens, fines, fees, settlements or judgments of any nature, including but not limited to, attorneys' fees, including attorneys' fees on appeal, and costs incurred by the Association or any officer. director, member, employee, contractor or agent of the Association to defend all claims or suits.
- 4. In addition to the foregoing, if the Owner allows persons working for the Association to work for them in or about their Unit or otherwise, the Owner does so at his/her/their own risk and expense, and waives any and all claims against the Association, its officers, directors, managers, unit owners, and agents, for negligent hiring and retention against the Association when such claims are connected directly or indirectly to the work performed by such persons on their own time, or being performed directly for the Unit owner during the employees normal work hours, in contravention of the policies and procedures established herein.
- 5. Owner agrees that any request for work or services on Association common property, or emergency Services that may threaten common property or the property of another owner and is within the job description of Employee must be approved in advance by Association before Services are provided by Employee and processed through the Association work order system. All such Services shall occur during Employee's normal business hours while Employee is on duty and be fully compensated for directly by Employer.
- Owner agrees that Work performed by Employee shall be performed while off duty and outside of Employee's normal business hours.
- 7. Owner understands and acknowledges that Work performed at the request of the Owner will not be covered by any insurance policies maintained by Association whatsoever, including but not limited to policies covering injuries or death, property damage, faulty work, intentional acts or negligence, failure to perform work, worker's compensation, disability, discrimination or other workplace matters, or lack of licensing or expertise. [NOTE TO ASSOCIATION: Please have your insurance agent review this language].
- 8. Regarding Work, Owner agrees to be solely responsible for determining whether Employee is qualified to perform Work requested by Owner; ascertaining whether Employee is licensed, bonded, and insured to perform Work; for arranging any insurance or obtaining any permits,

for supervising or directing Employee; for the quality of Work including whether it complies with any code, licensing, or industry standards; for ensuring that Employee obtains and uses equipment, materials, supplies, and tools not belonging to Employer; for compensating Employee; and for any and all injuries or damages arising directly or indirectly from Work, in law or equity.

(SIGNATURE PAGE TO FOLLOW)

Dated thisday of		, 202	
Owner Name			Owner's Signature
STATE OF	_		
COUNTY OF	- ,		
	scribed before	e me by mean	s of □ physical presence or □ online notarization this
day of	, 202	, by	<u></u>
			NOTARY PUBLIC - STATE OF
Personally Known	OR		
Produced Identification			Sign
			Print
Type of Identification			My Commission expires:

EMPLOYEE'S RELEASE, HOLD HARMLESS, AND INDEMNIFICATION

The undersigned employee ("Employee"), as a condition of con- Riverside Villas Inc., ("Association") and in consideration of Employe scope of his/her job description with Employer while off-duty and for, agrees as fol	e's ability to perform work outside the doutside of normal business hours
WHEREAS, Employee wishes to contract directly with at Strathmore Riverside Villas (hereinafter "Owner") to per which are outside of, and beyond the course of scope of any suc Association and which are performed outside of the Employee's regulaties performed on behalf of the Association.;	form work and/or services to Owner ch Employee's employment with the

WHEREAS, the Employee agrees and understands that all work and services provided for Owners directly and outside of the scope of Employee's employment with the Association is discouraged by the Association; however, if the Employee so desires to perform work and services directly for individual Owners, such work must comply with the covenants, conditions and provisions set forth herein.

NOW THEREFORE, in consideration of the following mutual covenants and promises, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, Association and Employee agree as follows:

- 1. Any work and/or services performed by the Employee that is contracted or agreed upon directly with an Owner is a direct business transaction between an Owner and Employee and is strictly prohibited unless the Work complies with the covenants herein.
- 2. Employee shall not perform any work or services directly for Owners without first confirming that the Owner has executed "Owner's Release, Covenant Not to Sue and Indemnification".
- Any work or services provided by Employee for Owner as a result of a direct contract or agreement
 with the Owner must not take place during the Employee's normal working hours, including breaks.
 Any and all work or services performed directly for Owners must be performed on the Employee's
 own time.

4.

- 5. The Association is not responsible for compensating Employee for any work or services performed by Employee pursuant to a direct contact, agreement or arrangement with an Owner. Employee understands, agrees and acknowledges that all work and services performed for the personal benefit of Owner is done without compensation from or consideration to the Association.
- 6. That all work and services performed for the personal benefit of an Owner shall be performed outside of Employee's scheduled business hours while Employee is off duty and be compensated for by an entity other than Employer. Employee understands and acknowledges that the Employee is acting as an independent contractor totally outside and beyond the scope of his/her employment with the Association (and outside of normal business hours) with no connection whatsoever to the business of the Association.
- 7. That all Work shall be performed using Employee's own materials, tools, supplies, and equipment and not the materials, tools, supplies, or equipment of Employer.
- 8. That no Work shall be performed in Employer's uniform(s).
- 9. That any permits, insurance, licenses, or inspections for work shall be arranged and obtained between Employee and Owner and shall not involve the Association in any way. Any such work performed by Employee directly to, and for the personal benefit of Owner, shall not implicate any

insurance maintained by Association, including Workers Compensation Insurance. Any insurance coverage for work and services provided by Employee directly to Owners must be obtained by Employee; the Association shall not provide any insurance coverage for the work contemplated by this Agreement. Any related arrangements shall be made by Employee while off duty.

10. Any injuries sustained by the Employee during the course of performance of work for the Owner, whether on-site or off-site, shall be the sole responsibility of the Employee and/or Owner. As the may separately agree between themselves, and shall not be the responsibility of the Association, its insurers, or any other third party with which the Association has a contractual or legal relationship. Any work done by the employee for the Unit Owner is not an act of the Association or to be imputed for the Association and the Association has no liability for the same, including but not limited to whether the work is being done in a proper fashion.

11.

- 12. That any Work that is inconsistent with the terms contained herein may subject Employee to Employer discipline, including termination.
- 13. That Employee agrees to forever release, hold harmless, and forever covenants not to sue, and further agrees to indemnify and defend the Association, and any agent, representative, employee, worker, invitee, or any other related party whatsoever of Association, from any and all demands, present or future liability, damages, actions. claims, causes of action, controversies, expenses, costs, fees, including but not limited to reasonable attorney fees and costs, suits, judgments, damages for disease, illness, personal injury or property damage whether known or unknown, arising out of or related in any manner whatsoever to 1) the performance of work or services for Owner outside of the scope of Employee's job description at any time, and/or 2) in violation of the terms and conditions herein, it being acknowledged and understood by all parties that this release., waiver and indemnification is a condition to allowing the performance of those services and work for the benefit of the Owner.

THIS DOCUMENT ADDRESSES MATTERS WHICH MAY IMPACT ON YOUR LEGAL RIGHTS. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

Dated thisday of	, 202
Employee	Association
Employee signature	Association'sSignature



Agent of Record Transfer Form

Commercial Lines Only

All fields must be completed; incomplete forms will not be processed.

- Only the policy listed on this form will be processed.
- Any additional policies for the same or a different insured must be submitted on a separate transfer form.
- Agent of record transfer requests are eligible only for policies in a bound or issued status. A policy that is in a submission, withdrawn, cancelled status or that has been selected for assumption is *not* eligible.
- The agent must be appointed with Citizens for Commercial Lines to request a transfer of a Commercial Lines policy.

	Agency name:		Agency phone:	
7	Agent's full name:		Agent DFS license	e #:
F	Policy number:		Policy renewal da	te:
F	Property address:			
_		11. 4. 1		
	ection II: To Be Completed Please be advised that I, the ins	-		
! :	wants to name the above-listed Insurance Corporation transfers	agent as my agent of record.	This authorization is to become effect	tive on the date Citizens Property
2.	I understand that I am requestir to service my policy effective the	ng to transfer my policy to the a date transferred by Citizens	agent as shown above and that my cu Property Insurance Corporation	urrent agent no longer will be able (Insured's initials)
3.	I understand that any future co an inspection or a request for a	verage changes that are requiditional documents	ested on my policy are subject to und (Insured's initials)	derwriting review and may warrant
4.	I understand that premiums are	the same for all agents writing	through Citizens(Ir	nsured's initials)
Th	is authorization replaces any othe neral agency or agency for the sta	r authorization that may have ated policy.	been previously completed for any otl	her agent, broker, managing
In	sured's signature*	Print name	Title	Date
S	econd insured's signature*	Print name	Title	Date
*Ti on	ne signature of an owner, officer o the insured's behalf. Homeowner	r board member must be obta and condominium association	ined. A property manager or office mans require the president and a board n	anager is not authorized to sign nember signatures.
Se	ection III: To be Completed	d by the Agent		
se tra	rvicing the policy upon completion	of the transfer process, and	d and agree that by accepting this pot that the policy and all accounting and and/or liability for all actions on this po	d claims records will be
wh	nderstand that the insured will red o have opted out of receiving dai nfirmation of completion.	ceive new policy documents o y email notifications of syster	nce the agent of record change has l n-generated documents will need to o	been processed. Agents check PolicyCenter® for
pro	nderstand that commissions are porated for policies that are transfegative commissions for the new a	rred midterm. Premium-bearii	gned to the policy on the renewal dat ng changes processed after the trans	te. Commissions will not be fer will result in positive or
•				
Ag	ent's signature		Da	ate

October 21, 2022

RE: Strathmore Riverside Villas Association, Inc.

Directors and Officers

Philadelphia Indemnity Insurance Company

Policy Number: PCAP007629-0518

Dear Underwriting:

This is to confirm that effective immediately we have appointed CBIZ Insurance Services, Inc. as our Agent of Record with respect to the policies referenced above effective immediately.

All negotiations are to be handled exclusively through our designated agency. This appointment rescinds all previous appointments and the authority contained herein shall remain in full force until canceled in writing by us. Please request the former agent to waive the standard waiting period.

You are authorized to furnish CBIZ Insurance Services or representative thereof, with any information pertaining to any and all insurance contracts, rates, etc., requested as respects our insurance program.

CBIZ Insurance Services shall not be responsible for any return commissions, uncollected premiums, audits or other financial arrangements, as concerns the expiring policies. Thank you for your courtesy and cooperation.

Sincerery,	
Signature, Title	
Printed Name, Title	

Sincerely

October 21, 2022

RE: Strathmore Riverside Villas Association, Inc.

Difference and Conditions Coastal Insurance Underwriters Trisura Specialty Insurance Company Policy Number CIUDIC400071

Dear Underwriting:

This is to confirm that effective immediately we have appointed CBIZ Insurance Services, Inc. as our Agent of Record with respect to the policies referenced above effective immediately.

All negotiations are to be handled exclusively through our designated agency. This appointment rescinds all previous appointments and the authority contained herein shall remain in full force until canceled in writing by us. Please request the former agent to waive the standard waiting period.

You are authorized to furnish CBIZ Insurance Services or representative thereof, with any information pertaining to any and all insurance contracts, rates, etc., requested as respects our insurance program.

CBIZ Insurance Services shall not be responsible for any return commissions, uncollected premiums, audits or other financial arrangements, as concerns the expiring policies. Thank you for your courtesy and cooperation.

, o	
Signature, Title	
Printed Name, Title	

Sincerely,

October 21, 2022

RE: Strathmore Riverside Villas Association, Inc.

General Liability Insurance Cincinnati Insurance Company Policy Number ENP0610005

Dear Underwriting:

This is to confirm that effective immediately we have appointed CBIZ Insurance Services, Inc. as our Agent of Record with respect to the policies referenced above effective immediately.

All negotiations are to be handled exclusively through our designated agency. This appointment rescinds all previous appointments and the authority contained herein shall remain in full force until canceled in writing by us. Please request the former agent to waive the standard waiting period.

You are authorized to furnish CBIZ Insurance Services or representative thereof, with any information pertaining to any and all insurance contracts, rates, etc., requested as respects our insurance program.

Sincerely,	
Signature, Title	-
Printed Name, Title	-

October 21, 2022

RE:

Strathmore Riverside Villas Association, Inc.

Crime / Travelers Casualty and Surety Company of America

Policy Number: 107099616

Dear Underwriting:

This is to confirm that effective immediately we have appointed CBIZ Insurance Services, Inc. as our Agent of Record with respect to the policies referenced above effective immediately.

All negotiations are to be handled exclusively through our designated agency. This appointment rescinds all previous appointments and the authority contained herein shall remain in full force until canceled in writing by us. Please request the former agent to waive the standard waiting period.

You are authorized to furnish CBIZ Insurance Services or representative thereof, with any information pertaining to any and all insurance contracts, rates, etc., requested as respects our insurance program.

Sincerely,			
Signature, Title	e		
Printed Name, Title			

October 21, 2022

RE: Strathmore Riverside Villas Association, Inc.

Workers Compensation / Zenith Insurance Company

Policy Number: Z127091708

Dear Underwriting:

This is to confirm that effective immediately we have appointed CBIZ Insurance Services, Inc. as our Agent of Record with respect to the policies referenced above effective immediately.

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You are authorized to furnish CBIZ Insurance Services or representative thereof, with any information pertaining to any and all insurance contracts, rates, etc., requested as respects our insurance program.

Sincerely,			
Signature, Title	_		
Printed Name, Title	_		

October 21, 2022

RE: Strathmore Riverside Villas Association, Inc.

Umbrella /Century Surety Company Policy Number: CCP1062128

Dear Underwriting:

This is to confirm that effective immediately we have appointed CBIZ Insurance Services, Inc. as our Agent of Record with respect to the policies referenced above effective immediately.

All negotiations are to be handled exclusively through our designated agency. This appointment rescinds all previous appointments and the authority contained herein shall remain in full force until canceled in writing by us. Please request the former agent to waive the standard waiting period.

You are authorized to furnish CBIZ Insurance Services or representative thereof, with any information pertaining to any and all insurance contracts, rates, etc., requested as respects our insurance program.

CBIZ Insurance Services shall not be responsible for any return commissions, uncollected premiums, audits or other financial arrangements, as concerns the expiring policies. Thank you for your courtesy and cooperation.

,	
Signature, Title	
Printed Name, Title	

Sincerely.

October 21, 2022

RE: Strathmore Riverside Villas Association, Inc.

Flood / Voyager Indemnity Insurance Company

Policy Numbers:

PFS000260604	PFS000261304	PFS000262004	PFS000262704	PFS000263404
PFS000260704	PFS000261404	PFS000262104	PFS000262804	
PFS000260804	PFS000261504	PFS000262204	PFS000262904	
PFS000260904	PFS000261604	PFS000262304	PFS000263004	
PFS000261004	PFS000261704	PFS000262404	PFS000263104	
PFS000261104	PFS000261804	PFS000262504	PFS000263204	
PFS000261204	PFS000261904	PFS000262604	PFS000263304	

Dear Underwriting:

This is to confirm that effective immediately we have appointed CBIZ Insurance Services, Inc. as our Agent of Record with respect to the policies referenced above effective immediately.

All negotiations are to be handled exclusively through our designated agency. This appointment rescinds all previous appointments and the authority contained herein shall remain in full force until canceled in writing by us. Please request the former agent to waive the standard waiting period.

You are authorized to furnish CBIZ Insurance Services or representative thereof, with any information pertaining to any and all insurance contracts, rates, etc., requested as respects our insurance program.

Sincerely,		
Signature, Title		
Printed Name, Title		

October 21, 2022

c/o AmWins Brokerage of FL 7108 Fairway Dr, Ste 200 Palm Beach Gardens, FL 33418

RE: Commercial Property (All Carriers)

To Whom It May Concern:

Sincerely.

This is to confirm that we have appointed AmWins Brokerage of FL as Broker of Record and CBIZ Insurance Services, Inc. as our Agent of Record with respect to the policies referenced above effective immediately.

All negotiations are to be handled exclusively through our designated agency. This appointment rescinds all previous appointments and the authority contained herein shall remain in full force until canceled in writing by us. Please request the former agent to waive the standard waiting period.

You are authorized to furnish AmWins Brokerage of FL as Broker of Record and CBIZ Insurance Services, Inc. as our Agent of Record or representative thereof, with any information pertaining to any and all insurance contracts, rates, etc., requested as respects our insurance program.

AmWins Brokerage of FL as Broker of Record and CBIZ Insurance Services, Inc. as our Agent of Record \shall not be responsible for any return commissions, uncollected premiums, audits or other financial arrangements, as concerns the expiring policies. Thank you for your courtesy and cooperation.

,		
Signature	Title	

October 21, 2022

c/o RT Specialty 1551 Sawgrass Corporate Parkway Suite 220 Sunrise FL, 33323

RE: Commercial Property (JEM/PREXA) General Liability (All Carriers)

To Whom It May Concern:

This is to confirm that we have appointed RT Specialty as Broker of Record and CBIZ Insurance Services, Inc. as our Agent of Record with respect to the policies referenced above effective immediately.

All negotiations are to be handled exclusively through our designated agency. This appointment rescinds all previous appointments and the authority contained herein shall remain in full force until canceled in writing by us. Please request the former agent to waive the standard waiting period.

You are authorized to furnish RT Specialty as Broker of Record and CBIZ Insurance Services, Inc. as our Agent of Record or representative thereof, with any information pertaining to any and all insurance contracts, rates, etc., requested as respects our insurance program.

RT Specialty as Broker of Record and CBIZ Insurance Services, Inc. as our Agent of Record \shall not be responsible for any return commissions, uncollected premiums, audits or other financial arrangements, as concerns the expiring policies. Thank you for your courtesy and cooperation.

Sincerely,		
Signature	Title	

c/o One 80 Intermediaries 3250 North 29th Ave | Hollywood, FL 33020

October 21, 2022

RE: Flood (Voyager)

To Whom It May Concern:

This is to confirm that we have appointed One 80 Intermediaries as Broker of Record and CBIZ Insurance Services, Inc. as our Agent of Record with respect to the policies referenced above effective immediately.

All negotiations are to be handled exclusively through our designated agency. This appointment rescinds all previous appointments and the authority contained herein shall remain in full force until canceled in writing by us. Please request the former agent to waive the standard waiting period.

You are authorized to furnish One 80 Intermediaries as Broker of Record and CBIZ Insurance Services, Inc. as our Agent of Record or representative thereof, with any information pertaining to any and all insurance contracts, rates, etc., requested as respects our insurance program.

One 80 Intermediaries as Broker of Record and CBIZ Insurance Services, Inc. as our Agent of Record \shall not be responsible for any return commissions, uncollected premiums, audits or other financial arrangements, as concerns the expiring policies. Thank you for your courtesy and cooperation.

21	n	C	e	re.	lу	,	

Signature	Title	



INSURANCE & RISKS MANAGEMENT PROGRAM TIMELINE

Strathmore Riverside Villas Association, Inc. Insurance & Risk Management Program Timeline

Friday, October 21st:

Insurance and risk management program for Strathmore Riverside Villas
 Association is now under the management of Matthew Mercier, Tyler Sherrier, and
 the Community Association Division of CBIZ Insurance Services. This agency
 transfer process will be completed when the Agent of Record Letter is signed by
 the Board President.

Monday, October 31st to Friday, November 4th:

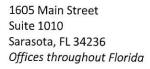
- Comprehensive Insurance Analysis will be conducted by CBIZ. The audit includes a review of the association's current Appraisal, Disaster Plan, Insurance Policies, Loss History, and Windstorm Mitigation Reports.
- Claims History will be reviewed by our Claims Department to ensure all claims have been closed.
- Annual Drone Site Survey
- Annual Hurricane Site Survey Matthew Mercier and Tyler Sherrier will be on-site to document the property in an event of a loss. The site survey will consist of seventy-five time-stamped photos and fifteen minutes of video, of which each board member will receive a copy for their records. Please note that site surveys are generally done prior to the start of Hurricane Season.
- Review of the Association's Rules & Regulations.

Monday, November 7th to Friday, November 11th:

- Michael Gentry, CBIZ Loss Control Coordinator, will be on property to conduct a Loss Control Report. This report comes at no extra cost to the association.
- Strathmore Riverside Villas will be assigned, at no extra charge, an in-house Loss Control Specialist to provide services such as:
 - Implement loss control measures to reduce the frequency and severity of future claims, thus reducing the cost of future premiums.
 - o Identify and resolve potential hazards/claims.
 - Annual loss control on-site safety review and loss analysis report.
 - Matthew Mercier, Tyler Sherrier, and Michael Gentry will work with your association to evaluate opportunities for improvement.

Monday January 9th to Friday, January 13th:

 Disaster Plan & Safety Lunch & Learn Workshop for Board Members, Management, and Staff. This will be the kickoff for our Quarterly Safety Meetings with the employees. If needed, we can conduct the meetings quarterly to ensure we meet with the entire staff.





INSURANCE & RISKS MANAGEMENT PROGRAM TIMELINE

Strathmore Riverside Villas Association, Inc. Insurance & Risk Management Program Timeline

Monday, February 6th to Friday, February 10th:

 Michael Gentry, CBIZ Loss Control Coordinator, will be on property to conduct a Loss Control Report.

Monday, February 13th to Friday, February 17th:

- **Annual Unit Owner Meeting** – This meeting allows us the opportunity to answer any Owners' insurance questions. We will also discuss the importance of Owner's purchasing coverage for their homes.

Monday, May 1st to Friday, May 5th:

- Renewal proposal is delivered to the Manager and Board of Directors. This will allow the Board thirty days to review all options and make any changes to their current insurance program prior to the renewal on May 31st. In advance of our renewal meeting, each Member of the Board will receive a copy of the proposal.
- 2023-2024 Service Schedule will be executed at our renewal meeting. The Service Schedule will list the services and resources provide to Strathmore Riverside Villas Association
 - Annual Budget/Forecasting Meeting
 - Annual Drone Site Survey
 - Annual Hurricane Site Survey
 - o Annual Unit Owner Meeting
 - Loss Control Inspection
 - Quarterly Meeting with the Board or Management (if needed)

^{*}Upon approval, a Microsoft Outlook calendar event will be sent for the meetings listed above.



1605 Main Street Suite 1010 Sarasota, FL 34236 Offices throughout Florida

2022-2023 INSURANCE & RISK MANAGEMENT SERVICE SCHEDULE

CBIZ Insurance Services – Community Association Division

Strathmore Riverside Villas Association, Inc. Insurance & Risk Management Service Schedule

Date of Meeting: For Period: 2022-2023

Insurance Program Services	Month of Completion			
□ Pre-Renewal Meeting	Jan Feb Mar Apr May June July Aug Sept Oct Nov Dec			
 Renewal Proposal Meeting 	Jan Feb Mar Apr May June July Aug Sept Oct Nov Dec			
Policy Delivery & Review Meeting	Jan Feb Mar Apr May June July Aug Sept Oct Nov Dec			
 Annual Estimated Budget Meeting 	Jan Feb Mar Apr May June July Aug Sept Oct Nov Dec			
Renewal Marketing Meeting	Jan Feb Mar Apr May June July Aug Sept Oct Nov Dec			
Risk Management Services	Month of Completion			
Claims Review	Jan Feb Mar Apr May June July Aug Sept Oct Nov Dec			
Loss Control On-Site Safety Review				
Annual Hurricane Site Survey	Jan Feb Mar Apr May June July Aug Sept Oct Nov Dec			
Annual Unit Owner Meeting	Jan Feb Mar Apr May June July Aug Sept Oct Nov Dec			
Disaster Planning Workshop	Jan Feb Mar Apr May June July Aug Sept Oct Nov Dec Jan Feb Mar Apr May June July Aug Sept Oct Nov Dec			
	Jan i eb Mar Apr May June July Aug Sept Oct Nov Dec			
 Please Note: All Insurance & Risk Management Resources and Services are provided to your association at no additional cost. All Meetings will be held on Association property unless otherwise noted. Date and time for the meetings listed above are to be determined by the Manager and Board of Directors. 				
Signature:	Date:			
Signature:	Date:			

Dear Owners,

Recently, the Board of Directors has decided to change the insurance agency representing Strathmore Riverside Villas. At the direction of the Board, CBIZ Insurance Services will now be handling all aspects of the association's insurance and risk management program. CBIZ is one of the largest writers of community associations in the State and has an exclusive division that specializes in providing insurance and risk management services for large-scale communities like Strathmore Riverside Villas.

At no cost to the association, CBIZ will be implementing several risk control measures, such as a drone inspection of the entire property including 4K pictures/video of the roofs and a loss control survey, to help identify any potential claims hazards and to reduce the potential for liability losses from occurring on community property.

On Monday, November 14th at 1:00pm, members of CBIZ Insurance Services, will be onsite to present on the current conditions of the residential property insurance marketplace in Florida. During this meeting, CBIZ will discuss our current insurance coverages and review the resources and services now being provided to our community.

We will make every effort to ensure that the transition from Atlas to CBIZ is as easy and trouble-free for you as possible. If you have any questions or concerns, feel free to contact our main office at (xxx) xxx-xxxx or by email at (insert email address).

New Agent Contact Information



Matthew Mercier, AAI, CIRMS, CMCA, LCAM | National Practice Leader - Community Association Division CBIZ Insurance Services, Inc. (941) 960-8782 | mobile (941) 586-0702 | cbiz.com

Thank you,

Storm Report -10/25/2022

Seawall/Erosion Along Canal Back Yards

Doug Spencer inspected the seawall and reports that there was no apparent damage. The areas of the wall that were repaired over the last 2 years held up well.

The erosion repairs/control measures that were undertaken along the canal properties over the past 2 years also held up well with no new erosion problems were noted.

Day Docks/Marina Docks

The day docks were not damaged.

The marina docks incurred minor damage. One piling will have to be straightened and ledger boards that tie the docks to the concrete walkway were weakened and will need to be reinforced/replaced. It is anticipated that this work can be accomplished with in-house staff assisted by community volunteers.

Fencing

Numerous areas of the perimeter white PVC fence were damaged/destroyed. Six fencing contractors have been contacted to provide estimates to repair/replace sections of the fence as needed. 3 contractors have visited the site and have indicated that they will provide written estimates to accomplish this work. Another 2 contractors have scheduled site visits within the next 7 days. It should be noted that due to the volume of damaged fencing associated with the storm it may take awhile for the contractors to provide estimates and also complete the work once authorized.

Some of the blown down fencing has been salvaged and inventoried. Every attempt will be made to reuse this material to control costs. In house staff assisted by volunteers may be able to replace some sections of damaged fence.