

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

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

Join Zoom Meeting

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Meeting ID: 983 4053 0249

Passcode: 410735

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**NOTICE – Meeting of The Board of Directors
November 21, 2024 – 9:30 A.M. - SRV CLUBHOUSE or via Zoom**

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Determination of Quorum
5. Approval of Minutes
6. President's Report – Bob Martucci
7. Vice President's Report – John Calia
8. Secretary's Report – Roy Lawson
9. Treasurer's Report – Carl Shepherd
10. Community Association Report – Sarah Daley
11. Building Report - John Calia
12. Clubhouse Report – Rolo Miles
13. Grounds Report – Carl Shepherd
14. Safety Report - Carl Shepherd
15. Audit & Insurance Report – Roy Lawson

16. Unfinished Business
 - A. Status of Special Meeting to Levy Special Assessment for Unpaid Roof Deductible
 - B. 2025 Budget – New Monthly Fee is \$628.00 Due January 1, 2025.

17. New Business
 - A. Approval of the 2024 Election Committee Members
 - B. Landscape Proposals – AtrisTree and TruScapes – Carl Shepherd
 - C. Insurance Requirements for Boats Slip Leases 2025

18. Meeting Date
19. Adjournment

Strathmore Riverside Villas Association, Inc.

Detailed Balance Sheet

(Amounts rounded to nearest dollar)

	(1) Operating Fund	(2) Replacement Fund	All Funds
	As of	As of	As of
	10/31/2024	10/31/2024	10/31/2024
	Actual	Actual	Actual
ASSETS			
Current Assets			
Cash - First Citizens Operating	98,912	0	98,912
Cash - Centennial	100,021	0	100,021
Cash - Centennial Op Sweep	136,643	0	136,643
Cash - First Citizens Sweep ICS Operating	657,139	0	657,139
Cash - Operating Petty Cash	150	0	150
Due to Insurance Sinking Fund	(1,002,448)	0	(1,002,448)
Due to Roofing Deductible Collections	(1,260,068)	0	(1,260,068)
Cash - First Citizens Replacement	0	100,004	100,004
Cash - Centennial Repl	0	359,710	359,710
Cash - First Citizens Repl Sweep ICS	0	295,090	295,090
Liberty Bank Res CD*5869 12/13/24 5.354%	0	104,183	104,183
Liberty Bank Res CD*5877 12/13/24 5.354%	0	104,183	104,183
Cash - Bank Ozarks Repl	0	152,697	152,697
Insurance Sinking Fund	1,002,448	0	1,002,448
Roofing Deductible Collections	1,260,068	0	1,260,068
Accounts Receivable	198,622	0	198,622
Accounts Receivable - Other	1,419	0	1,419
Insurance Assessments AR	3,910	0	3,910
Allowance for Bad Debts	(17,630)	0	(17,630)
Prepaid Insurance	406,070	0	406,070
Total Current Assets	1,585,256	1,115,868	2,701,124
Other Assets			
Deposits - Utility	900	0	900
Total Other Assets	900	0	900
TOTAL ASSETS	1,586,156	1,115,868	2,702,024
LIABILITIES AND FUND BALANCES			
LIABILITIES			
Current Liabilities			
Accounts Payable	3,625	0	3,625
Prepaid Assessments	64,966	0	64,966
Other Current Liabilities	3,851	0	3,851
Other Accrued Expenses	37,233	0	37,233
Insurance Claim	(1,057,538)	0	(1,057,538)
Security Deposits	2,500	0	2,500
Deferred Revenue - Deck Resurfacing	0	11,122	11,122
Deferred Revenue - Pool Structural Res	0	56,351	56,351
Deferred Revenue - Pool Heater	0	1,629	1,629
Deferred Revenue - Exercise Equipment	0	1,004	1,004

Unaudited

Deferred Revenue - Maint. Equip. & Bldg	0	6,016	6,016
Deferred Revenue - Shuffleboard	0	1,015	1,015
Deferred Revenue - AC Rec Bldg	0	20,920	20,920
Deferred Revenue - Clubhouse Roof	0	44,468	44,468
Deferred Revenue - Clubhouse Improvements	0	22,056	22,056
Deferred Revenue - Painting	0	75,319	75,319
Deferred Revenue - Clubhouse Sauna/Restroom	0	4,971	4,971
Deferred Revenue - Paving	0	448,973	448,973
Deferred Revenue - Creek House Project	0	3,568	3,568
Deferred Revenue - Seawall & Marina Wall	0	169,529	169,529
Deferred Revenue - Irrigation Rep & Maint	0	10,662	10,662
Deferred Revenue - Marina/Docks	0	133,776	133,776
Deferred Revenue - Utility Cart	0	8,787	8,787
Deferred Revenue - Fence/Surveillance System	0	9,542	9,542
Deferred Revenue - Water Lines	0	96,816	96,816
Deferred Revenue - Interest	0	30,158	30,158
Client Payables Collection Notice	150	0	150
Client Payables NSF	(25)	0	(25)
Total Current Liabilities	<u>(945,239)</u>	<u>1,156,683</u>	<u>211,444</u>
TOTAL LIABILITIES	<u>(945,239)</u>	<u>1,156,683</u>	<u>211,444</u>
FUND BALANCES			
Fund Transfers	40,815	(40,815)	0
Prior Years Surplus (Deficit)	902,155	0	902,155
YTD Net Surplus (Deficit)	1,588,425	0	1,588,425
TOTAL FUND BALANCES	<u>2,531,396</u>	<u>(40,815)</u>	<u>2,490,581</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>1,586,156</u>	<u>1,115,868</u>	<u>2,702,024</u>

Unaudited

Strathmore Riverside Villas Association, Inc.

Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)

Operating Fund

(Amounts rounded to nearest dollar)

	Month Ending			YTD			Budget								
	10/31/2024	10/31/2024	10/31/2024	10/31/2024	10/31/2024	10/31/2024	\$ Annual	\$ Remaining	Rem %						
	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Annual	\$ Remaining	Rem %
Revenues															
Assessments															
Regular Assessments															
Full Rate	208,992	208,396	596	0%	2,088,054	2,083,959	4,095	0%	2,500,751	2,500,751	412,697	17%	2,500,751	412,697	17%
TOTAL Regular Assessments	208,992	208,396	596	0%	2,088,054	2,083,959	4,095	0%	2,500,751	2,500,751	412,697	17%	2,500,751	412,697	17%
Special Assessments															
Full Rate	8,435	0	8,435	100%	1,447,050	0	1,447,050	100%	0	0	(1,447,050)	0%	0	(1,447,050)	0%
TOTAL Special Assessments	8,435	0	8,435	100%	1,447,050	0	1,447,050	100%	0	0	(1,447,050)	0%	0	(1,447,050)	0%
Assessment Allocation															
Reserve Allocations	(23,549)	(23,549)	0	0%	(235,492)	(235,490)	(2)	0%	(282,590)	(282,590)	(47,098)	17%	(282,590)	(47,098)	17%
TOTAL Assessment Allocation	(23,549)	(23,549)	0	0%	(235,492)	(235,490)	(2)	0%	(282,590)	(282,590)	(47,098)	17%	(282,590)	(47,098)	17%
TOTAL Assessments	193,878	184,847	9,031	5%	3,299,612	1,848,469	1,451,143	79%	2,218,161	1,081,451	(1,081,451)	(49%)	2,218,161	(1,081,451)	(49%)
Other Income															
Late Payment Charges	(25)	0	(25)	(100%)	2,450	0	2,450	100%	0	0	(2,450)	0%	0	(2,450)	0%
Late Payment Charges Waived	0	0	0	0%	(575)	0	(575)	(100%)	0	0	575	100%	0	575	100%
Administrative Fee-Lease/Renter Transfer Income	0	333	(333)	(100%)	650	3,330	(2,680)	(80%)	4,000	3,350	650	84%	4,000	3,350	84%
Application Fees	900	0	900	100%	3,800	0	3,800	100%	0	0	(3,800)	0%	0	(3,800)	0%
Clubhouse Rental Income	100	0	100	100%	100	0	100	100%	0	0	(100)	0%	0	(100)	0%
Creekhouse Income	0	2,500	(2,500)	(100%)	5,000	25,000	(20,000)	(80%)	30,000	30,000	25,000	83%	30,000	25,000	83%
Interest Income	0	4,167	(4,167)	(100%)	34,896	41,670	(6,774)	(16%)	50,000	50,000	15,104	30%	50,000	15,104	30%
Kayak Income	0	317	(317)	(100%)	0	3,170	(3,170)	(100%)	3,800	3,800	0	100%	3,800	0	100%
Marina Slip Fee	0	3,472	(3,472)	(100%)	34,264	34,720	(456)	(1%)	41,664	7,400	34,264	18%	41,664	7,400	18%
Miscellaneous Income	0	0	0	0%	205	0	205	100%	0	0	(205)	0%	0	(205)	0%
Prior Year Surplus	0	4,167	(4,167)	(100%)	16,668	41,670	(25,002)	(60%)	50,000	50,000	33,332	67%	50,000	33,332	67%
Finance Fees	(9)	0	(9)	(100%)	1,871	0	1,871	100%	0	0	(1,871)	0%	0	(1,871)	0%
Interest Income	887	0	887	100%	908	0	908	100%	0	0	(908)	0%	0	(908)	0%
Penalties and Interest	279	0	279	100%	991	0	991	100%	0	0	(991)	0%	0	(991)	0%
Insurance Claim Income	0	0	0	0%	50,642	0	50,642	100%	0	0	(50,642)	0%	0	(50,642)	0%
TOTAL Other Income	2,132	14,956	(12,824)	(86%)	151,871	149,560	2,311	2%	179,464	27,593	(151,871)	(86%)	179,464	27,593	15%
TOTAL Revenues	196,009	199,803	(3,794)	(2%)	3,451,483	1,998,029	1,453,454	73%	2,397,625	(1,053,858)	(1,053,858)	(44%)	2,397,625	(1,053,858)	(44%)
Expenses															
Operating Expenses															
Direct Operating Expenses															

Unaudited

Strathmore Riverside Villas Association, Inc.
Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)

Operating Fund

(Amounts rounded to nearest dollar)

	Month Ending 10/31/2024			YTD 10/31/2024			Budget				
	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Annual	\$ Remaining	Rem %
Landscape Maintenance											
Backflow Check Irrigation	0	375	375	100%	4,690	3,750	(940)	(25%)	4,500	(190)	(4%)
Grounds Contract	0	15,349	15,349	100%	138,141	153,490	15,349	10%	184,189	46,048	25%
Irrigation System: Maint./Irrigation Contract	2,265	1,167	(1,098)	(94%)	10,015	11,670	1,655	14%	14,000	3,985	28%
Lawn & Grounds Supplies	0	392	392	100%	2,485	3,920	1,435	37%	4,700	2,215	47%
Mulch/Ground Cover	0	1,375	1,375	100%	0	13,750	13,750	100%	16,500	16,500	100%
Plants/Shrubs/Trees	0	400	400	100%	2,440	4,000	1,560	39%	4,800	2,360	49%
Sod Replacement	0	1,042	1,042	100%	6,562	10,420	3,858	37%	12,500	5,938	48%
Tree Trimming/Removal	0	3,333	3,333	100%	22,358	33,330	10,972	33%	40,000	17,642	44%
TOTAL Landscape Maintenance	2,265	23,433	21,168	90%	186,691	234,330	47,639	20%	281,189	94,498	34%
Pool Operating Expenses											
Pool Permits	0	0	0	0%	400	0	(400)	(100%)	0	(400)	0%
TOTAL Pool Operating Expenses	0	0	0	0%	400	0	(400)	(100%)	0	(400)	0%
Maintenance											
A/C Service/Maint	0	42	42	100%	0	420	420	100%	500	500	100%
Backflow Check	0	0	0	0%	3,140	0	(3,140)	(100%)	0	(3,140)	0%
Creek Maintenance	0	125	125	100%	0	1,250	1,250	100%	1,500	1,500	100%
Creekhouse Expense	0	167	167	100%	2,677	1,670	(1,007)	(60%)	2,000	(677)	(34%)
General Maintenance	(772)	1,667	2,439	146%	6,762	16,670	9,908	59%	20,000	13,238	66%
Maintenance Equipment	0	83	83	100%	0	830	830	100%	1,000	1,000	100%
Pool Contract/Repairs/Supplies	365	500	135	27%	5,656	5,000	(656)	(13%)	6,000	344	6%
Storm Damage/Repair	15,000	0	(15,000)	(100%)	15,000	0	(15,000)	(100%)	0	(15,000)	0%
TOTAL Common Area Maintenance	14,592	2,584	(12,008)	(465%)	33,235	25,840	(7,395)	(29%)	31,000	(2,235)	(7%)
Repair & Maint - Amenity Center											
Clubhouse Pest Control	0	277	277	100%	607	2,773	2,167	78%	3,328	2,721	82%
Clubhouse Utilities	995	1,307	312	24%	10,258	13,070	2,812	22%	15,680	5,422	35%
TOTAL Building Expenses	995	1,584	589	37%	10,865	15,843	4,979	31%	19,008	8,143	43%
Repairs/Maint - Rec. Fields & Equip.											
Exercise Equipment Maintenance Agreement	0	67	67	100%	289	670	381	57%	800	511	64%
Rec. Facility Maint. & Supplies	4,033	542	(3,491)	(644%)	4,033	5,420	1,387	26%	6,500	2,467	38%
TOTAL Repairs/Maint - Rec.	4,033	609	(3,424)	(562%)	4,322	6,090	1,768	29%	7,300	2,978	41%

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Strathmore Riverside Villas Association, Inc.
Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)

Operating Fund

(Amounts rounded to nearest dollar)

	Month Ending			YTD			Budget				
	10/31/2024	\$ Budget	\$ Variance	Var %	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Annual	\$ Remaining	Rem %
Fields & Equip. Telephone											
Cable TV		15,886	42	0%	174,277	158,860	(15,417)	(10%)	190,632	16,355	9%
Telephone	53	612	559	91%	6,965	6,120	(845)	(14%)	7,350	385	5%
TOTAL Telephone	15,897	16,498	601	4%	181,242	164,980	(16,262)	(10%)	197,982	16,740	8%
Water and Wastewater											
Sewer	(5,967)	20,000	25,967	130%	197,317	200,000	2,683	1%	240,000	42,683	18%
Water	(1,219)	10,475	11,694	112%	85,442	104,750	19,308	18%	125,705	40,263	32%
TOTAL Water and Wastewater	(7,187)	30,475	37,662	124%	282,759	304,750	21,991	7%	365,705	82,946	23%
Electricity											
Electric	794	642	(152)	(24%)	8,482	6,420	(2,062)	(32%)	7,700	(782)	(10%)
Electric - Maintenance Shed	34	37	3	9%	335	370	35	10%	440	105	24%
TOTAL Electricity	828	679	(149)	(22%)	8,817	6,790	(2,027)	(30%)	8,140	(677)	(8%)
TOTAL Direct Operating Expenses	31,423	75,862	44,439	59%	708,330	758,623	50,293	7%	910,324	201,994	22%
General and Administrative Expenses											
Professional Fees											
Accounting	0	458	458	100%	0	4,580	4,580	100%	5,500	5,500	100%
Legal	(3,203)	2,500	5,703	228%	25,546	25,000	(546)	(2%)	30,000	4,454	15%
TOTAL Professional Fees	(3,203)	2,958	6,161	208%	25,546	29,580	4,034	14%	35,500	9,954	28%
Bad Debts											
Bad Debt Expense	0	417	417	100%	720	4,170	3,450	83%	5,000	4,280	86%
TOTAL Bad Debts	0	417	417	100%	720	4,170	3,450	83%	5,000	4,280	86%
Bank Charges											
Bank Charges	0	42	42	100%	0	420	420	100%	500	500	100%
TOTAL Bank Charges	0	42	42	100%	0	420	420	100%	500	500	100%
Homeowner Communications											
News & Views Compilation	175	131	(44)	(34%)	1,225	1,310	85	6%	1,575	350	22%
Website	0	0	0	0%	288	0	(288)	(100%)	0	(288)	0%
TOTAL Homeowner Communications	175	131	(44)	(34%)	1,513	1,310	(203)	(15%)	1,575	62	4%
Insurance											
Flood	0	6,856	6,856	100%	25,160	68,560	43,400	63%	82,272	57,112	69%
General, Property & Liability	107,797	91,412	(16,385)	(18%)	649,396	914,120	264,724	29%	1,096,947	447,551	41%
TOTAL Insurance	107,797	98,268	(9,529)	(10%)	674,555	982,680	308,125	31%	1,179,219	504,664	43%

Unaudited

Strathmore Riverside Villas Association, Inc.
Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)

Operating Fund

(Amounts rounded to nearest dollar)

	Month Ending			YTD			Budget				
	10/31/2024	10/31/2024	10/31/2024	10/31/2024	10/31/2024	10/31/2024	10/31/2024	10/31/2024	10/31/2024		
	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Annual	\$ Remaining	Rem %
Contracted Services											
Management Contract	1,670	1,670	0	0%	16,700	16,700	0	0%	20,040	3,340	17%
RM Other Fees	0	1,167	1,167	100%	1,988	11,670	9,682	83%	14,000	12,012	86%
TOTAL Contracted Services	1,670	2,837	1,167	41%	18,688	28,370	9,682	34%	34,040	15,352	45%
Administrative											
Background Check	461	250	(211)	(84%)	2,426	2,500	74	3%	3,000	574	19%
Contingency	0	83	83	100%	0	830	830	100%	1,000	1,000	100%
Directory	0	196	196	100%	0	1,960	1,960	100%	2,352	2,352	100%
Fees, Dues, License	0	83	83	100%	1,344	830	(514)	(62%)	1,000	(344)	(34%)
Office Supplies, Postage, Etc.	1,534	1,333	(201)	(15%)	19,779	13,330	(6,449)	(48%)	16,000	(3,779)	(24%)
TOTAL Administrative Expenses	1,995	1,945	(50)	(3%)	23,549	19,450	(4,099)	(21%)	23,352	(197)	(1%)
Compensation											
Contract Labor	6,122	4,333	(1,789)	(41%)	54,880	43,330	(11,550)	(27%)	52,000	(2,880)	(6%)
Contract Services	5,272	5,000	(272)	(5%)	58,919	50,000	(8,919)	(18%)	60,000	1,081	2%
Contract Taxes/Insurance	2,045	2,613	568	22%	14,509	26,130	11,621	44%	31,360	16,851	54%
Maintenance Benefits	0	770	770	100%	0	7,700	7,700	100%	9,240	9,240	100%
TOTAL Compensation	13,439	12,716	(723)	(6%)	128,308	127,160	(1,148)	(1%)	152,600	24,292	16%
TOTAL General and Administrative Expenses	121,873	119,314	(2,559)	(2%)	872,880	1,193,140	320,260	27%	1,431,786	558,906	39%
TOTAL Operating Expenses	153,295	195,176	41,881	21%	1,581,210	1,951,763	370,553	19%	2,342,110	760,900	32%
Capital Expenditures											
Roofing Expense (Insurance Deductible)	0	0	0	0%	231,232	0	(231,232)	(100%)	0	(231,232)	0%
TOTAL Capital Expenditures	0	0	0	0%	231,232	0	(231,232)	(100%)	0	(231,232)	0%
TOTAL Capital Expenditures (Non-capitalized)	0	0	0	0%	231,232	0	(231,232)	(100%)	0	(231,232)	0%
Transfer to Reserves & Other Expenses											
Income Tax Expense	0	4,167	4,167	100%	50,617	41,670	(8,947)	(21%)	50,000	(617)	(1%)
Real Estate Tax	0	458	458	100%	0	4,580	4,580	100%	5,500	5,500	100%
TOTAL Transfer to Reserves & Other Expenses	0	4,625	4,625	100%	50,617	46,250	(4,367)	(9%)	55,500	4,883	9%
TOTAL Expenses	153,295	199,801	46,506	23%	1,863,058	1,998,013	134,955	7%	2,397,610	534,552	22%
NET SURPLUS (DEFICIT)	42,714	2	42,712	>999%	1,588,425	16	1,588,409	>999%	15	(1,588,410)	(>999%)

Unaudited

Strathmore Riverside Villas Association, Inc.
Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)

Replacement Fund

(Amounts rounded to nearest dollar)

	Month Ending			YTD			Budget				
	10/31/2024	\$ Budget	\$ Variance	Var %	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Annual	\$ Remaining	Rem %
Painting	0	0	0	0%	67,034	0	(67,034)	(100%)	0	(67,034)	0%
Pool Heater	0	0	0	0%	7,132	0	(7,132)	(100%)	0	(7,132)	0%
Sewer/Wtr Lines	0	0	0	0%	3,286	0	(3,286)	(100%)	0	(3,286)	0%
TOTAL Capital Expenditures	0	0	0	0%	82,042	0	(82,042)	(100%)	0	(82,042)	0%
Transfer to Reserves & Other Expenses	0	0	0	0%	82,042	0	(82,042)	(100%)	0	(82,042)	0%
Transfer to Deferred Revenues											
TOTAL Transfer to Reserves & Other Expenses	24,405	0	(24,405)	(100%)	163,221	0	(163,221)	(100%)	0	(163,221)	0%
TOTAL Expenses	24,405	0	(24,405)	(100%)	163,221	0	(163,221)	(100%)	0	(163,221)	0%
NET SURPLUS (DEFICIT)	0	23,549	(23,549)	(100%)	245,262	0	(245,262)	(100%)	282,590	(245,262)	0%
						235,492	(235,492)	(100%)	282,590	282,590	100%

TREASURER'S REPORT – November, 2024

Monthly financial report dated October 31, 2024

BALANCE SHEET

Checking/Savings	\$ 992,865
Reserves	\$ 1,115,868
Roof Deductible Collections	\$1,260,068

Total Expenses Y.T.D. thru October 31, 2024

Grounds Under Budget by	\$ 47,639 (20 %)
Building MTC, Over Budget by	\$ 7,395 (29%) Storm Damage
Utilities , <u>Under</u> Budget by	\$ 21,991 (7 %)

STATUS OF ROOF DEDUCTIBLE

165 Deductibles have been paid 89% (of 185)

20 Deductibles Remain Unpaid 11%

2 are pending probate

1 foreclosure procedure pending completion

As previously stated, all roof deductibles are due now. Please pay your deductible, to permit SRV to pay our outstanding bills and obligations.

CONTRACT PAYMENTS TO ROOFING

ABC contract in amount of: \$8,772,696.26

Insurance Payments from Citizens \$6,286,075.43

11 Payments to ABC	\$7,495,663.90
Outstanding Payments due ABC	\$1,277,032.30

Reserve Balance Report (as of 10-31-24)

Pool Resurfacing	\$ 11,122
Pool Structural	\$ 56,351
Pool Heater	\$ 1,629
Exercise Equipment	\$ 1,004
MTC Equipment and Building	\$ 6,016
Shuffleboard	\$ 1,015
AC Rec Bldg	\$ 20,920
Clubhouse Roof	\$ 44,465
Clubhouse Improvements	\$ 22,056
Painting	\$ 75,319
Clubhouse Sauna/Restrooms	\$ 4,971
Paving	\$ 448,973
Creekhouse	\$ 3,568
Seawall & Marina Wall	\$ 169,529
Irrigation Repair MTC	\$ 10,662
Marina/Docks	\$ 133,776
Utility Golf Cart	\$ 8,787
Fence/ Surveillance System	\$ 9,542
Water Lines	\$ 96,816
Interest	\$ 30,158

2024 ELECTION COMMITTEE MEMBERS

Liz Clements

Lil Doherty

Darlene Hassinger

Kathy Kelley

Jeane Moore

Sandy Needles

Louise Pearson

Joyce Showalter

Linda Meyer (Chair)

/ljm 11/13/24



DEEPER ROOTS. HIGHER STANDARDS.



Landscape Maintenance Proposal

Strathmore Riverside Villas

Carl Shepherd



Dear Carl,

Thank you for allowing ArtisTree Landscape the opportunity to earn your business. Drawing from our 34 years of local experience at similar properties, we believe we can be a great asset to both the appearance and health of your landscape.

The following proposal outlines landscape maintenance services custom tailored to your specific property, its unique characteristics, and your desired scope of work. At ArtisTree, we strive to provide services that will maintain the aesthetics and value of your property through outstanding customer service. A "one size fits all" approach is simply not good enough.

Thank you for the consideration, and we look forward to building a long term business relationship.

Best Regards,



Michael Casper- VP of New Business Development

941.488.8897 ext. 321 mikec@artistree.com

ArtisTree Landscape Maintenance & Design



Staff

In-House Teams

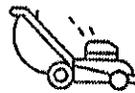
ArtisTree currently has over 400 full time employees across all of its divisions.



Irrigation



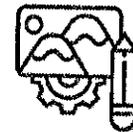
Horticulture



Maintenance



Installation



Design

One Account Manager – One Point of Contact

Every ArtisTree managed property is assigned an account manager at contract signature. The account manager collaborates with ArtisTree in-house teams to facilitate all work performed on site. This landscape expert is also the customer's one point of contact – eliminating frustrating communication issues.

E-Verify

All ArtisTree employees are screened through the US Government's E-Verify System. E-Verify is an internet-based system that compares information from the I-9 form, Employment Eligibility Verification, US Department of Homeland Security records, and Social Security Administration records to confirm that an employee is authorized to work in the United States.





ArtisTree Landscape Maintenance Scope:

Maintenance guidelines per the contract

Mowing = Weekly mowing services: April 1 to September 30. Bi-weekly mowing services: October 1 to March 31

Hard edge = once a week corresponds with turf mowing

Bed edge = every other week

Pruning (bushes) = once per month

Palm Trimming = once per month, palms up to 15 feet height

Irrigation Inspection = once per month

Billable service calls billed at \$70.00 per man hour

24- Hour emergency service available at a billable rate of \$125.00 per man hour

Weed Control Turf = once per month = IPM (Integrated Pest Management)

Weed Control Beds = once per month

Insecticide Turf = once per month = IPM (Integrated Pest Management)

Insecticide Shrubs = once per month = IPM (Integrated Pest Management)

Fertilization guidelines per the contract

Fertilizer will be a minimum 50% granular slow release containing trace elements. A total of four pounds of nitrogen per 1000 feet per year will be applied, as recommended by the Florida Cooperative Extension Agency. The ratio of nitrogen to potash will be 1:1 or 2:1 for complete fertilizer formulations. Young trees and shrubs: minimum 1-2 lbs. N per year in a 3:1:3 ratio of fertilizer, with applications split between spring and summer. Apply appropriate micronutrients if deficiencies occur to maintain proper plant health.

A turf fertilizer program designed for your community typically includes:

- December/January: 1st application = standard blend (15-0-15)
- February/March: 2nd application = weed-and-feed blend (15-0-15 with Atrazine)
- April/May: 3rd application = standard blend (15-0-15)
- October/November: 4th application = weed-and-feed blend (15-0-15 with Atrazine)

Shrub fertilizers are normally applied during the spring and fall and will consist of an 8-0-10 product for plants and an 8-2-12 specialty blend for palm trees. Both products contain all the minor elements.

Insecticide shall be included where warranted to prevent or control seasonal turf grass pest infestations. Contractor shall periodically inspect the grounds to schedule additional local applications as may be required for acceptable control of pest infestation.

Weed control treatments shall be applied where warranted during the cooler months as required by herbicide labeling. Weed control is limited to the broadleaf variety. Carpet grass and crab grass are excluded from this contract, as currently there are no chemicals on the market to effectively treat this type of weed problem.

Disease control and/or fungus and limited nutritional supplements shall be included if a deficiency exists or soil conditions warrant.

Bermuda grass is an aggressive weed in Zoysia and St. Augustine lawns, and it's extremely difficult to control with herbicides. ArtisTree cannot be held responsible for lawns infested with Bermuda grasses.



IPM cultural practices are also closely followed by ArtisTree in order to reduce the need for unnecessary pesticide applications. Pest control technicians monitor your community several times a month to identify any specific diseases or pests that may be a potential threat to your property. In addition to these inspections, any concerns may be reported by a property manager or homeowner through ArtisTree's work order system. We evaluate the concern within 24-48 hours. Once a problem is identified, it is treated with the most effective chemical that will eradicate the insect/disease the quickest and safest way possible. A pesticide flag will then be placed in the location to show the area has been recently treated.

General Conditions

It is agreed by both parties that the work performed under this contract will be done on a routine schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed professionally in accordance with generally accepted horticultural principles.

Contractor is not liable for damage to cable, internet cable, electrical wiring, irrigation/water lines, etc., that are not properly buried at a depth and location that would protect them from mowing or shrub services.

There must be at least 58" open access to side yards and back yards of homes and structures. This area cannot be obstructed by trees, plants, installed edging/curbing.

Yard area need to be free of pet waste prior to services being performed.

Contractor is not liable for damage to fences caused by string trimmer. Fencing should have a buffer/mulch area as to separate the fencing from the grass.

Contractor is not liable for string trimming damage to water backflows or landscape lighting fixtures in turf to be mowed, if not separated from turf by bed/mulch area around the backflow.

Contractor is not liable for damage by string trimming around houses/structures/monuments, etc. if there is no buffer, bed/mulch, at the base of the house/structure/monument, etc.

Contractor is not liable for damage caused by landscaping rocks/pebbles in plant beds or design areas, which have intruded into the turf areas to be mowed, string trimmed or blade edged.

Contractor will furnish to owner, upon request, evidence of general liability insurance, property damage insurance, and workman's compensation insurance. Contractor agrees to maintain at all times the necessary licenses and/or permits required to perform said work in the state, county, or city having jurisdiction.

It is expressly understood and agreed that Contractor shall assume no responsibility or liability for personal injury or property damage arising out of or resulting directly or indirectly from the accumulation of water, falling limbs, leaves or other debris on walkways, sidewalks, curbs and other paved surfaces between scheduled visits by maintenance crews.

Contractor agrees to reimburse owner for damages to personal and/or real property the Contractor damages due to negligence. Reimbursement will occur when, and only when, the owner has taken the necessary steps to reasonably protect the structures and fixtures where damage will most likely occur. Notification of damage must be made promptly to the Contractor and an opportunity for inspection by the Contractor must occur before repairs are made.

If Contractor falls below acceptable industry standards in its performance of the items listed in any of the applicable schedules, owner shall notify Contractor in writing by certified mail, return receipt, of each specific deficiency. Then Contractor shall have fifteen (15) days in which to remedy stated deficiencies. If stated deficiencies are not remedied in fifteen (15) days, owner shall have the right to give Contractor thirty (30) days written notice of cancellation, delivered certified mail, return receipt.



FERTILIZATION PROGRAM

ArtisTree is committed to enhancing the health and wellness of both the turf and plant material within your community. We provide the optimum balance of fertilizers and chemicals to maximize your landscape's appearance while minimizing the impact on the surrounding environment. We also work closely with University of Florida and within local Extension Agency guidelines.

Two programs that ArtisTree believes have a positive impact in nurturing a healthy environment are Best Management Practices (BMP) and Integrated Pest Management (IPM) programs. BMP training is provided to all new hires with ArtisTree so they can understand the impact their specific landscape job/role has on reducing pollution and conserving water.

IPM cultural practices are also closely followed by ArtisTree in order to reduce the need for unnecessary pesticide applications. Pest control technicians monitor your community several times a *month* to identify any specific diseases or pests that may be a potential threat to your property. In addition to these inspections, any concerns may be reported by a property manager or homeowner through ArtisTree's work order system. We evaluate the concern within 24-48 hours. Once a problem is identified, it is treated with the most effective chemical that will eradicate the insect/disease the quickest and safest way possible. A pesticide flag will then be placed in the location to show the area has been recently treated.

The proper use of fertilizers is also a key element in healthy turf and plant material. ArtisTree uses only granular fertilizers which contain a minimum of 50% slow-release nitrogen. ArtisTree chooses to use granular products with long-term feeding properties rather than liquid-based products that leach quickly and allow signs of a "roller-coaster" effect in the turf's color between applications. Included in the four granular turf applications: two consist of a weed-and-feed product to limit the number of weeds that may germinate. Due to the fertilizer restrictions from the state of Florida from June 1 – September 31, the four turf applications will be spread at the maximum rate allowed, which is one pound of nitrogen per 1,000 feet.

A turf fertilizer program designed for your community typically includes:

- December/January: 1st application = standard blend (15-0-15)
- February/March: 2nd application = weed-and-feed blend (15-0-15 with Atrazine)
- April/May: 3rd application = standard blend (15-0-15)
- October/November: 4th application = weed-and-feed blend (15-0-15 with Atrazine)

Shrub fertilizers are normally applied during the spring and fall and will consist of an 8-0-10 product for plants and an 8-2-12 specialty blend for palm trees. Both products contain all the minor elements.



REFERENCES

Lakehouse Cove, Sarasota, FL

Contact: Juan Gutierrez, Homeowner Representative to the Board, 813.376.1481

Common Grounds, Single Family Homes, Clubhouse Grounds, and Model Homes

Lakewood National Golf Club Inc., Lakewood Ranch, FL

Contact: Warren Lee, General Manager, 941.777.7036

Common Grounds and Maintenance-free communities: Coach Homes I, II, III, IV; Terrace Homes I, III, IV, V, VI, VII, VIII; Verandas I, II, III, IV, V, VI

Renaissance at Wellen Park, Venice, FL

Contact: Bill Moniz, HOA Board, 941-441-6658

Common Grounds and Community of 700 +/- Homes

Bellacina by Casey Key, Nokomis, FL

Contact: Chris Strahm, President, 607.624.5548

Common Grounds and Community of 300 +/- Homes

LICENSES

Irrigation Contractor:	SCC131152027
Landscape Contractor:	CGC1525297
Pest Control Firm	JF122816

CERTIFICATIONS

Certified Best Management Practices
Certified Low Voltage Landscape Lighting
Certified DynaScapes CAD Designers
Florida Certified Pest Control Operator
Certified Irrigation Specialist

LEED Green Associate
Florida Water Accredited Professional
Florida Certified Horticulture Professionals
Landscape Industry Certified Horticultural Technician
Florida Green Industry Certified



CLEANUP RATES

In the event a storm approaches or makes landfall in our serviceable area, ArtisTree will be prepared to respond to the needs of your property. During service operations, our proactive communication will position us for responsiveness and help you make the best-informed decisions. Our entire management team will be in constant communication internally and with our customers. When conditions are safe for our teams to deploy, our cleanup efforts will begin by clearing all exits and roadways of debris for emergency vehicle access.

ArtisTree Standard Storm Clean Up Rates

\$85.00 per man hour (cleanup labor rate)

\$85.00 per tree for staking (materials only) * Larger trees may require additional cost based on additional staking materials. (Additional charge if machine is needed for re-staking)

\$400.00 per shrub truck load of debris, \$750.00 per clam truck load of debris

\$200.00 per hour for use of heavy machinery (operator included, skid steer/tractor)

Tree Removal – (On ground or standing)

\$160.00 per hour (Bucket truck and aerial work)

\$95.00 per man hour for fallen trees. (May also incur heavy equipment use cost to remove debris)

ArtisTree appreciates your business and will take all necessary steps for a quick and safe response to your property during a storm. In the event a Hurricane shall track towards our serviceable area, an ArtisTree representative will complete a tour of the property, keep in constant contact with the property manager or representative(s) for the community, and create a cleanup plan to allow safe entry and existing to the community. PLEASE understand that our primary goal is to ensure all of our service communities/homes have access for emergency vehicles and access for community members to safely exit the community. Once we have completed this critical step for all of our customers that require this emergency service, we will then follow up with aesthetic cleanup of our communities.

By signing below, you agree to the above referenced pricing in the event a storm shall approach and give full authorization for ArtisTree to proceed when conditions are safe. It will be necessary for an ArtisTree Account Executive or representative to have full access to any locked exit, or entry gates to the community.

PROPERTY NAME:

NOT TO EXCEED AMOUNT:

PROPERTY MANAGER/
REPRESENTATIVE SIGNATURE:

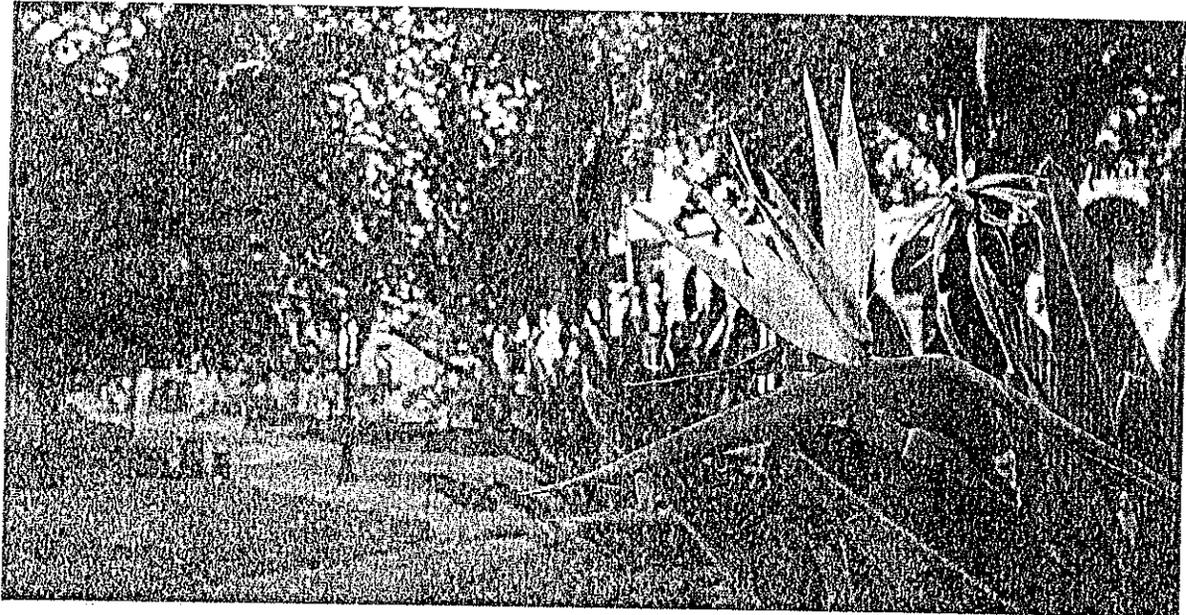
DATE:

MGMT COMPANY:

ACCOUNT EXECUTIVE/
ARTISTREE REPRESENTATIVE:



Thank You



Deeper Roots. Higher Standards.

Michael Casper- VP of New Business Development

941.488.8897 ext. 321 mikec@artistree.com

ArtisTree Landscape Maintenance & Design



About us

Our family-owned Company has been serving the Gulf Coast since 2005 with unmatched customer satisfaction landing us among the TOP 100 landscape maintenance professionals in the Country. We provide full-service maintenance programs specializing in Commercial and Residential properties. Our maintenance services include mowing, edging, fertilization, weed control, insect and disease control, pruning, cleanup, irrigation, plant/tree/irrigation installation and other services to keep you're landscaping in exceptional condition year-round. We have worked with many satisfied clients taking normal landscaping hassles away from their worries.

At TruScapes, our mission is to continue being a leader in our industry. Our 500+ highly trained and certified employees are committed to delivering the finest possible workmanship, together with cost-effective landscaping solutions. The company takes pride in our long history of serving residential and commercial developers, general contractors, property management companies, commercial property owners, and landscape architects in the Collier, Lee, Charlotte, Sarasota, Manatee and Hillsborough counties.

We value our relationships - with our customers and every member of the TruScapes Team. Thanks to our dedicated staff, TruScapes has built a solid reputation for exceptional attention to detail, unrivaled customer satisfaction, and flexible scheduling. Today, we are entrusted to maintain the grounds of many of the county's high-visibility and award-winning commercial properties.

Doing the right thing for our employees and customers is always first and foremost at TruScapes. Since "the right thing" means something different for everyone, we constantly strive to meet and exceed expectations by providing distinctive service and individualized career paths. Our high level of integrity and emphasis on safety and compliance complete the foundation on which our culture is built.

Our divisions provide comprehensive landscaping services to many satisfied clients. Fast response time is what we take pride in for our customers. State of the art equipment maintained by qualified mechanics and product quality make award-winning properties such as Esplanade at Palmer Ranch in Sarasota, Florida; The Founders Club Golf Club in Sarasota, Florida & Treviso Bay Naples, Florida satisfied. We maintain many stunning properties of all sizes!

Landscape Maintenance

TruScapes award-winning landscape maintenance division provides services to commercial and residential properties ranging from single family to urban metro districts. Our highly qualified staff includes trained landscape technicians who are well versed in all areas of landscape management. The full range of services include mowing, edging, trimming, fertilization, weed control, insect and disease control, pruning, cleanup, and tree/shrub installation and other services to keep your landscaping in exceptional condition year round.



**STRATHMORE RIVERSIDE VILLAS
CONDOMINIUM ASSOCIATION**

GROUNDS MAINTENANCE AGREEMENT

This services agreement is by and between **Strathmore Riverside Villas Condominium Association; 2710 Riverbluff Circle Sarasota, Florida 34231** (hereinafter referred to as "owner"), responsible for the operation and maintenance of facilities at **Strathmore Riverside Villas; 2710 Riverbluff Circle Sarasota, Florida 34231** and **TruScapes Industries, 3212 26th Avenue East Bradenton, Florida 34208** (hereinafter referred to as "Contractor").

In consideration of the mutual covenants, conditions and agreements attached hereto as "General Terms and Conditions" incorporated herein, and other good and valuable consideration, it is agreed;

Contractor will provide grounds maintenance services as per the specifications attached as Exhibits A through D which by reference are incorporated herein.

Owner shall pay contractor, for performance under this Agreement, the sum of **Two Hundred Three Thousand Five Hundred Seventy Six and 64/100 Dollars (\$203,576.64)** per year in equal monthly payments of **Sixteen Thousand Nine Hundred Sixty Four and 72/100 Dollars (\$16,964.72)** per month.

Designated Owner Representatives:

Name: (Print) _____

Name: (Print) _____

Entered this _____ day of _____, 2024

Strathmore Riverside Villas Homeowners Asso.

TruScapes Industries, Inc.

By: (Print) _____

By: Llomell Llorca _____

GENERAL TERMS AND CONDITIONS

1. Description of work

Responsibilities of contractor

The contractor shall perform all work in accordance with the specifications attached hereto as Exhibits A through D.

Responsibilities of Owner

The owner shall provide Contractor full access to the property as may be required in the course of Contractor's work.

The Owner shall protect Contractor and its employees in the performance of work under this contract from undue interference by unauthorized persons.

2. Acts of God

Work schedules may be interrupted by Acts of God, war; etc. To the point scheduled activities may be temporarily halted in which event the following conditions shall apply:

- a. **Temporary interruption** – Contractor shall, following temporary interruption outside of control of Contractor, re-schedule work to regain normal scheduled activity within seven (7) calendar days.
- b. **Catastrophic loss** – This Agreement shall automatically terminate in the event of catastrophic loss of property by the Owner through Acts of God, war or condemnation.

3. Terms

This Contract is effective as of the date signed by both parties and shall commence _____ for a period of one (1) years unless cancelled in accordance with the provisions of paragraph 5. below or this paragraph. Owner shall have the right to terminate this agreement upon thirty days advance written notice and Contractor shall be entitled to be paid for all work performed to the date of termination on a pro-rated basis. Contractor shall have the right to terminate, upon written notice to Owner for failure of Owner to timely make the monthly payments required herein.

4. Renewal

The Owner shall have the option to renew this agreement for up to two (2) successive one (1) year periods upon Owners written notice of renewal provided at least forty-five (45) days prior to the end of any contract period. Renewals shall be subject to the same terms and conditions and as provided by either item a. or b. below of this agreement.

Payment by Owner to Contractor, for performance under this Agreement for any renewal period, may, at the request of the Contractor, be increased by an amount based on one (1) of the following methods:

- a. **Increase in the consumer Price Index (CPI)** during the previous twelve (12) months period or, at option of contractor,
- b. **By proportionate amount of increase in Contractors costs** as a result of changes in local, state or federal rules, ordinances, regulations, taxes, fees or other governmental charges assessed against Contractor (other than income or real property taxes) applicable to Contractors performance of services provided hereunder. In such case Contractor shall provide documentation of any such proportionate increase in Contractors costs in form acceptable to Owner. (CPI-BLS)

5. Provision for Default

In event of default by Contractor, Owner shall have the right to:

- a. Immediately cancel this Agreement in its entirety. Such cancellation shall not be construed to deny Owner any other right or remedy which it may have under this Agreement at law or in equity and/or:
- b. Provide Contractor notice of default, in which case Contractor shall have seven (7) days in which to correct the noticed deficiency, however;

- (1) In the event the noticed deficiency is not corrected with in seven (7) days, the Owner may then proceed to cancel this agreement in its entirety without need of further notice to Contractor, or

- (2) Owner may, at Owners option, take necessary action to correct the noticed deficiency, in which case all other provisions of the Agreement shall continue. Costs incurred by Owner in correcting the noticed deficiency shall be deducted from any current or future sums owed Contractor.

6. Contract Price and Payments

Owner at its option may require written evidence, satisfactory to Owner, that all labor performed, materials used and charges incurred in the performance of this Agreements to date have been satisfied. All work necessary to be performed after hours, on Sundays or Legal Holidays shall be performed with no additional expense to Owner.

With in thirty (30) days of execution of this Agreement Contractor shall provide, in form acceptable to Owner, a mowing schedule. This schedule shall be attached as addendum to this Agreement.

Contractor shall submit to Owner monthly invoice at the start of each month for services of that month. Each invoice submitted shall be due and payable not later than the 15th day of the service month.

7. Insurance

The Contractor shall provide an active certificate of insurance for workers compensation, general liability, and property damage, and auto liability and property damage.

8. Independent Contractor Relationship

The Contractor is an independent contractor and it's not an employee, servant, agent, partner or joint venture of the Owner. The Owner shall determine the work to be done by the Contractor in accordance with Exhibits A through D attached hereto, but the Contractor shall determine the means by which it accomplishes the work specified by the Owner.

9. Contract Cost

The work includes all labor and materials, and everything required by Contractors material men, suppliers, or laborers to complete the work in accordance with the specifications. All contract cost paid by Contractor shall be at the expense of the Contractor. No materials or supplies for the work shall be purchased by the Contractor or by any sub-contractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

10. Supervision

Contractor shall supervise and direct the work, using its best skill and attention and it shall be solely responsible for all methods, techniques, sequences and procedures and for coordinating all portions of the work under this Agreement.

The Contractor shall employ and designate to Owner a fully trained and qualified maintenance superintendent or foreman acceptable to Owner who shall have full authorization to act for the Contractor and shall be one who can be continued in that capacity unless he ceases to be employed by Contractor. The designated superintendent or foreman shall be on the job site during each workday.

11. Safety

Contractor shall be responsible for compliance of all safety regulations of jurisdiction in the area of the work and shall use traffic safety cones as may be required at both the front and rear of vehicles when on public roadway. Acquisition, erection and removal of any barriers shall be the responsibility of the Contractor. Employees will wear a uniform shirt identifying the contractor, and all vehicles shall have signage affixed to the vehicle identifying the contractor.

12. Communications

In recognition the Owner is an Association comprised of multiple entities, communications from Owner to Contractor shall be made only by the maximum of two (2) persons designated as Owner Representatives on the first page as may be amended from time to time in writing by the Owner.

13. Subcontract by Contractor

No portion or portions of this agreement may be subcontracted by Contractor without the prior written consent of Owner.

14. Assignment by Contractor

This Agreement or any portion of this agreement shall not be assigned with out the prior written consent of the Owner.

15. Minimum Personnel, Services, Frequency and Costs

The minimum number of personnel will be one (1) and will change from time to time. Specific services, frequency and costs of services are defined in the Specifications attached hereto and page one (1) of this Agreement.

16. Damage/ Repairs

The Contractor is responsible for any damage caused by Contractor, its employees or sub-contractors. This includes, but is not limited to, the personal property of the Owner, Members of the Association, invited and uninvited guests.

The Contractor shall immediately notify Owner of any damage cause by Contractor or its employees. Contractor shall repair or pay for the repair of any damages caused by thus actions including, but not limited to, failure to perform in accordance with the General Terms, Conditions and or Specifications of this Agreement. Billing for repairs performed by others due to Contractors neglect or damage shall be deducted from current or future sums owed Contractor.

17. Pre-Existing Conditions

The Contractor is not responsible for Acts of God or pre-existing conditions. The Contractor shall not be held responsible for the underground utilities, pipes, wires, etc. that are not clearly marked provided the Contractor shall have called for and obtained approval from Owner and shall have provided underground utility survey prior to any form of excavation or digging required in the course of the work.

Prior to commencement of services under this Agreement Contractor and Owner shall review the area of work to document conditions of the property. Such condition of property shall be agreed to by both Contractor and Owner and shall be evidenced by attachment to this Agreement.

18. Severability & Waiver

If any section, subsection, sentence, clause, phrase or word of this Agreement be and is, for any reason, held or declared by a court of competent jurisdiction to be inoperative or void, such holding shall not affect the remaining portions of this agreement and it shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this Agreement, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein.

The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

19. Notices

Notices to the parties as provided herein shall be by certified mail to the following addresses:

As to Owner:

As to Contractor

TruScapes Industries, Inc.
3212 26th Avenue East
Bradenton, Florida 34208

20. Attorney's Fees

If Owner or Contractor fails to comply with the agreements, conditions or covenants of this Agreement and legal or court action is required to resolve any dispute, the prevailing party thereof shall be entitled to costs and attorneys fees of that action, including appellate proceedings.

21. Governing Law/ Venue

This Agreement shall be construed and enforced according to the laws of the State of Florida. This Agreement is entered into in the County of Manatee and State of Florida and Manatee County shall be the proper venue for any litigation arising out of this Agreement.

22. Insurance

Contractor and each approved subcontractor thereof shall maintain, throughout the term of this Agreement, General Liability insurance, broad form Contractual Liability insurance, Worker's Compensation insurance, and vehicle insurance in the following minimum amounts:

Commercial General Liability:

Bodily Injury \$1,000,000 per occurrence
Property Damage \$1,000,000 per occurrence
Contractual, Products and

Completed Operations	\$100,000 per occurrence
Personal Injury	\$1,000,000
General Aggregate:	\$1,000,000
Workers Compensation	\$1,000,000 Per employee per accident
	\$500,000 Per disease aggregate
	\$1,000,000 Per employee per disease

Automobile Liability:*

Bodily Injury Liability	\$1,000,000 combined
Property damage	single limit

Umbrella Liability \$2,000,000 per occurrence

*may be satisfied by combining an automobile liability form and an umbrella form for a total limit of \$2,000,000.

23. Entire Agreement

This Agreement constitutes the entire understanding between the parties. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Further, the provisions, conditions, terms and covenants herein contained shall bind and the advantages shall inure to the respective successors, assigns, trustees, receivers and personal representatives of hereto.

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EXHIBIT A

ORNAMENTAL LANDSCAPE – SPECIFICATONS

1. ANNUAL BEDS

Contractor shall prepare, install and maintain all annual beds in the common areas at the cost of \$3.95 per 4.5" potted annual flowers. No planting or replacement shall be done without prior selection and approval of Owner. Contractor shall provide annual schedule, together with the plant palate, for prior approval by Owner subject to modifications due to changes in seasonal weather patterns from that projected, particularly late Fall/Winter periods.

It will be the responsibility of the Contractor to schedule with the Grower/Supplier to assure availability of materials at the time plant change-out is to be accomplished. All annual beds shall be changed-out on a regular basis four (4) times per year. Annual plants of a minimum four inch (4") pot. Soil in annual beds will be changed out a minimum of one time per year at Owners expense.

The Contractor shall be responsible to use reasonable and necessary precautions to protect all annual beds from frost or freeze at Owners expense and drought conditions, in which case, replacement and costs incurred shall be the responsibility of the Contractor who will replace damaged plants with like size and color. Additional plants should be ordered each change-out and stored by contractor to provide spot replacement with plants of same size and likeness should replacement be necessary.

2. PRUNING AND HEDGING

GENERAL

All pruning shall be done under strict supervision. The Contractor shall be responsible for any damaged trees, shrubs or groundcover as a result of improper pruning. All pruning debris shall be picked up and removed from the site at the time the pruning takes place. No debris shall be allowed to remain overnight.

SHRUBS AND GROUND COVER

Shrubs will be consistently pruned based on sound horticultural practices. Pruning activities will be scheduled seasonally as each plant variety has its own pruning requirements. The Contractor shall inspect all shrubs for pruning at least bimonthly.

Individual shrubs will be pruned as necessary to maintain the natural form of the variety where possible, maintain growth within space limitations and to remove damaged, diseased or dead wood.

PALMETTO BEDS

A two foot (2') perimeter of Palmetto Beds will be maintained and trimmed of excess or brown Palmetto fronds. Interior maintenance of Palmetto Beds beyond the two foot perimeter is excluded, with exception of the fallen tree limbs and removal of trash, etc.

PALMS

Trim fruit and fronds from palms twice annually by May and November. Miscellaneous fruit, dead fronds and fronds below 90 degrees at a height of fifteen feet (15') removed as needed. **THE COST OF PALM TRIMMING ABOVE FIFTEEN (15) FEET IS NOT INCLUDED IN THE MONTHLY FEES.** Additional cost per palm above fifteen (15) feet \$25.00 per cut.

Trees

Trees should be pruned selectively according to specie using sound horticultural practices. Pruning schedules may vary depending upon the tree specie and should be done to promote the best aesthetic quality year round. Hardwood species, however, shall be pruned as needed throughout the year.

Tree should be allowed to form a natural canopy. Pruning shall consist of removal of dead, broken, infected, superfluous and intertwining branches and other undesirable growth. Pruning will also be required from time to time to remove broken branches from storms, frost or when blocking sight, etc. All pruning of trees shall be in accordance with guidelines set forth by the National Arborist Society and shall be limited to a height of fifteen feet (15') above ground.

3. PLANTER BED MAINTENANCE, WEEDS – SIDEWALKS, STREETS AND CURBS, FENCELINES AND OTHER STRUCTURES

3.1 BED MAINTENANCE – PLANTER BEDS/TREE RINGS

Planter beds and tree rings will be maintained weed free by mechanical and/or chemical method as may be required.

Pre and post emergent herbicides may be used to retard weed growth in accordance with material labeling. Contractor shall be responsible for stunting, declined and/or loss of plant material or trees due to overspray or non-recommended use of herbicides.

3.2 WEEDS – SIDEWALKS, STREETS AND CURBS

Weeds in cracks of sidewalks, streets and curbs will be treated at least monthly, or as required to control weed growth, with approved weed killing herbicides as required in accordance with material labeling.

3.3 FENCELINES, POST AND OUTER STRUCTURES

Non-selective herbicides should be applied as necessary to fence lines bordering common areas, post and other structures. Width of kill shall be one (1) foot.

4 MULCH

4.1 MATERIAL

It is the intent of Owner to fully mulch to a compacted two (2) inches one (1) time per year in the fall and top dress mulch, as may be required in the spring, one (1) time per year.

4.2 MULCH LABOR

Contractor at the request of Owner, shall provide labor and mulch at the rate of \$48.50 per cubic yard to install bagged Pine Bark Nuggets (MINI), and Cypress "B".

5. CLEANUP

5.1 PRUNING DEBRIS

All debris generated by the work will be removed from the property and disposed of off sight at the expense of the Contractor at the completion of the services performed. Debris should not be left at the grounds overnight.

5.2 OTHER SERVICES

Contractor shall additionally provide, at the request of Owner, services based on time, materials and related fees including but not limited to:

- a. Special emergency clean ups due to storms or acts of God which shall be immediately available at the rate of \$65.50 per tech hour plus dump fees
- b. Repairs to the turf, landscaping or landscaped areas as may be required by Owner

6. EXCLUSIONS:

Items specifically excluded from these specifications include:

- a. Aquatic Weeds Control or Removal
- b. Trimming of trees under utility lines
- c. Trimming of Palms above fifteen 15'
- d. Removal, trimming or pruning of trees or other plant material over fifteen (15) feet from ground
- e. Landscape Modification

7. SCHEDULING

The Contractor shall submit a performance schedule within forty-five (45) days after execution of the contract with appropriate commence.

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EXHIBIT B

TURF MAINTENANCE – SPECIFICATIONS

1. MOWING

1.1ST. AUGUSTINE TURF

All of St. Augustine turf shall be mowed and trimmed weekly during the active growing season, and as needed the remainder of the year to remove no more than 1/3 the leaf blade during dormant periods, up to forty (40) mowing events per year.

Mowing of St. Augustine turf shall be with a mulching mower. Grass clippings shall be allowed to recycle to the soil. Excess clippings remaining on the turf following a mowing event shall be removed. Mowing blades shall be sufficiently sharp to provide a clean cut of the leaf blade at all times.

St. Augustine turf shall be mowed to the height recommended by the Agricultural Extension Service of the variety St. Augustine turf being maintained, recognizing difference in height recommendations for the Floratam, Bitter Blue and Palmetto varieties at Strathmore Riverside Villas, but in no event shall be mowed less than three (3) inches.

BAHIA/ OUTLYING GRASSES AREAS

In formally maintained areas, Bahia and outlying grassed areas shall be mowed and trimmed weekly during the active growing season, and as needed the remainder of the year to remove no more than 1/3 the leaf blade during dormant periods, for a minimum of thirty-eight (38) mowing events per year. In remote area, Bahia and outlying grassed areas shall be mowed and trimmed weekly during the active mowing season, and as needed the remainder of the year during dormant periods, for a minimum of thirty-eight (38) mowing events per year.

In formally maintained areas, mowing equipment shall be finish grade commercial mulching mower. Grass clippings shall be allowed to recycle to the soil. Excess clippings remaining on the turf following a mowing event shall be removed or re-mowed, at the option of the Contractor. In remote area, use of finish grade bush hog is acceptable. However, excess grass clippings remaining on the turf following a mowing event shall be removed or re-mowed, at the option of the Contractor. Mowing blades shall be sufficiently sharp to provide a clean cut of the leaf blade at all times.

Bahia and outlying grassed areas shall be mowed to the height recommended by the Agricultural Extension Service for the variety turf being maintained, but in no event shall be mowed less than three and one-half (3 ½) inches.

TRIMMING, WEED EATING

Turf around lake banks shall be mowed and weed eaten to waters edge each mowing event. Care shall be taken not to throw grass clippings from mower toward lake. Areas of standing water or where mowing would cause ruts shall be weed eaten at least every other mowing event. Bahia grass in drain swales shall be mowed, or as necessary, weed eaten, at least every other mowing event.

2. EDGING

EQUIPMENT

All edging shall be done with mechanical rotary powered edges. No weed eaters or other monofilament trimmers shall be used. There shall be no chemical edging.

FREQUENCY

Hard surfaced areas such as Sidewalks, Driveways, Street curbs and Asphalt surfaces bordering St. Augustine turf shall be blade edged each mowing event. Hard surfaced areas bordering Bahia turf shall be blade edged each mowing event during the growing season and at least one (1) time per month during the dormant or non-growing season.

Soft edges, i.e. planter beds, palmetto beds, tree rings, structures and other areas bordered by St. Augustine turf, shall be blade edged **every mowing event during the growing season and at least one (1) time per month**

during the dormant or non-growing season. Areas bordered by Bahia turf or mixed weeds shall be rotary blade edged at least one (1) time per month.

All trees, posts and other obstacles where mower and or weed eater would damage the base or potentially transfer disease shall be blade edged and herbicide ringed to form soft edge.

3. DEBRIS CLEAN UP

Debris created by the work will be blown off side walks, streets and curbs each time the property is mowed or edged. Debris material shall not be blown into the street.

4. OTHER SERVICES

Contractor shall additionally provide, at the request of Owner, services based on time, materials and related fees including, but not limited to:

- a. Seeding as may be required by Owner
- b. Special clean ups due to storms or acts of God
- c. Repairs to the turf or landscape materials as may be required

5. SCHEDULING

The Contractor shall submit a performance schedule within forty-five (45) days after execution of the contract with appropriate comments.

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EXHIBIT C

IRRIGATION MAINTENANCE – SPECIFICATIONS

Conservation of this resource is paramount.

1. Inspections

a. Physical Inspection – Quarterly

The Contractor will inspect the systems listed within this exhibit for operation monthly. **Quarterly inspections include:**

- (1) Operations check of controller clock, rain stats, valves, electrical lines, supply lines and distribution heads to assure complete and proper automatic operation of each system.
- (2) Adjustment of sequence of controller clocks time on for best possible pressure in all systems.
- (3) Adjustment of heads for best possible coverage, including raising or lowering of distribution heads to proper elevation where necessary.
- (4) Raising or re-setting, where necessary, or if protective doughnut rings around distribution heads in turf areas
- (5) Removal of encroaching grass or other obstructions that interfere with proper operation of distribution heads or deflection of spray patterns.
- (6) Clearing of obstructions within distributions heads.
- (7) Removal of encroaching grass covering solenoid valve boxes.
- (8) Preparation of and delivery to Owner of completed Inspection Form.

b. Visual Inspection – Monthly

The Contractor shall, on a monthly basis, visually inspect ornamental landscape and turf areas serviced by each zone within each controller listed within this Exhibit and provide Owner written report of each weekly visual inspection in form acceptable to Owner. **Monthly visual inspection shall include:**

- (1) Re-direction of any improperly aligned irrigation distribution heads away from vehicular or pedestrian traffic.
- (2) Localized adjustments/clearing of distribution heads where it is evident there is a drought stress within ornamental landscaping or turf.
- (3) Immediately report to Owner necessary repairs in Section 2.a., Minor Repairs, with written estimate for cost of repairs.
- (4) Adjustments of each zone's time as climatic conditions dictate.

2. Repairs

a. Labor

- (1) Labor rate for repairs shall not exceed \$52.50 per hour for fully trained skilled technicians. Unskilled labor rate shall not exceed \$42.50 per hour.
- (2) Labor rate for authorized repairs required after normal working hours shall be \$75.00 per hour. Labor rate for emergency calls on Holidays shall be \$150.00 per hour.

b. Materials

(1) Materials for repairs will be billed to Owner at Manufactures suggested retail price (plus tax)

c. Minor Repairs

Minor Repairs may include, but are not limited to:

- (1) Repair or replacement of worn sprinkler heads
- (2) Repair/replacement of broken irrigation lines
- (3) Repair/replacement of valves and or timers

d. Major Repairs

Any repair/replacement of irrigation lines, regardless of size, routed under hard paved traffic areas, sidewalks, etc. where destructive investigation for localization or repair is required, is considered a major repair requesting written estimate and Owners authorization to proceed prior to undertaking the repair.

3. Scheduling

The Contractor shall submit a performance schedule within forty-five (45) days after execution of the contract with appropriate comments.

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EXHIBIT D

PEST CONTROL AND FERTILIZATION

1. Fertilization of Turf

St. Augustine turf areas will be fertilized four (4) times a year at a minimum rate of one (1) pound of Nitrogen per 1,000 SF. with a high quality, complete granular fertilizer that is comprised of 50% water soluble Nitrogen and 50% water insoluble Nitrogen, Sulfate of Potash and Micro Nutrients. Timing of these applications will be late Feb., April, September and December.

2. Fertilization of Shrubs, Palms, Flowering shrubs and Tress

Newly established trees, shrubs and ground covers all will be fertilized four (4) times a year for the first year and two (2) times a year (Spring and Fall thereafter with a complete granular fertilizer at a minimum rate of one pound of Nitrogen per 1,000 SF. with a high quality, complete granular fertilizer that is comprised of 50% water soluble Nitrogen and 50% water insoluble Nitrogen, Sulfate of Potash and Micro Nutrients to promote optimal health of the plants.

All new Palms, other than Sabal Palms, will be fertilized at least four times per year for the first year and then twice per year thereafter with a fertilizer formulation and rates designed specifically for palms.

3. Fertilization of Annuals

Fertilize with Osmocote and 20-20-20 for the duration of the plant material, to promote long lasting blooms and continues root development.

4. Turf Insecticide

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to eliminate/minimize populations of turf damaging insects including chinch bugs, lawn caterpillars and hunting billbugs but excludes mole crickets. Fire ant mounds will be treated when detected but these treatments do not include the prevention of fire ant infestations which is available at additional cost. Turf damage caused by the infestation of nematodes is not implied or included as part of this agreement. The Contractor will recommend additional treatments and strategies at additional cost to minimize damage if nematodes become a problem.

Contractor will accept responsibility for the replacement of turf lost due to negligence with regard to insect control.

5. Ornamental beds Insecticide

All landscape beds, trees and palms will be monitored and treated with the appropriate pesticides necessary to control any damaging levels of disease and insect activity. Response after notification of problems by property management will be made within 48 working hours.

Contractor will accept responsibility for the replacement of plants lost due to negligence with regard to disease or insect control. Fire ants are suppressed with spot treatment insecticides.

6. Lawn Fungicide

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur, Contractor will use fungicide treatments to stop or slow the progression of disease and be responsible for notifying the Property Manager if preventative treatments, which are not included as part of this agreement and will require additional compensation, are needed to effectively provide control.

7. Weed Control

The Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally the Contractor will use both pre-emergent and post-emergent herbicides as needed to control broadleaf weeds, grassy weeds and sedges without damaging desirable turf.

8. Inspections

Contractor shall inspect turf, and ornamental plants at least bi-weekly, using its best skill and attention and it shall be solely responsible for all methods, techniques, sequences and procedures and for coordinating all portions of the work.

9. Licensing

Contractor represents that it has all of the state required licenses to apply insecticides, fungicides and weed control products and will provide copies of such licenses.

AREA OF WORK

All common areas within property limit lines to include (336) homes, amenity center/pool/clubhouse among other common area elements.

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